

BOARD OF COUNTY COMMISSIONERS

Eric K. 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
Marlena Edwards, Deputy County Clerk

140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

AGENDA

October 25, 2018

6:30 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 6:30 p.m.

Call to Order

Invocation and Pledge of Allegiance by Vice Chairman Randy Ognio

Acceptance of Agenda

PROCLAMATION/RECOGNITION:

1. Recognition of the leadership role of Marie Washburn who served on the Fayette County Public Library Board of Trustees. (page 4)
2. Proclamation recognizing November 4, 2018 as Retired Educators Day in Fayette County. (pages 5-6)
3. Proclamation of October 2018 as "Domestic Violence Awareness Month in Fayette County." (pages 7-8)
4. Proclamation to recognize Boy Scout Troop #282 and proclaim October 26, 2018 as Troop #282 Appreciation Day. (pages 9-10)
5. Recognition of awardees for the Fayette County Public Arts Committee 2018 Scarecrow Competition. (pages 11-13)
6. Proclamation to recognize the month of October as Breast Cancer Awareness Month. (pages 14-15)
7. Recognition of the Fire & Emergency Services Citizen Fire Academy graduates on their successful completion of the 10-week Citizen Fire Academy. (page 16)

PUBLIC HEARING:

8. Consideration of Ordinance 2018-11, amendments to Chapter 110. Zoning Ordinance, Regarding Sec. 110-3. – Definitions, Sec. 110-142. - O-I, Office-Institutional District, Sec. 110-143. - C-C, Community Commercial District, Sec. 110-144. - C-H, Highway Commercial District and Sec. Sec. 110-169. - Conditional Use Approval; concerning A-R Wedding & Event-Bed and Breakfast. (pages 17-42)
9. Consideration of Ordinance 2018-12, amendments to Chapter VI. - Tourist Accommodations, Regarding Sec. 8-200. – Definitions, Sec. 8-201. - Permit Required, Sec. 8-202. - Application for Permit, Sec. 8-203. - Issuance of Permit, Sec. 8-208. – Records, Sec. 8-210. - Alterations to Structure and Sign, Sec. 8-211 – Reserved, Sec. 8-212. - Special Events and Sec. 8-213. - Violations. (pages 43-80)

10. Consideration of Ordinance 2018-13, amendments to Chapter 108 - Signs, Regarding Sec. 108-135. - Residential Freestanding Signs and Sec. 108-161. – Freestanding Signs. (pages 81-102)

CONSENT AGENDA:

11. Approval to accept the donation of a Polaris UTV equipped with a high-pressure pump and tank and a trailer for transport from the Fayette Fire Foundation. (pages 103-104)
12. Approval of Subgrant Agreement with the Atlanta Regional Commission (ARC) for the completion of corridor studies for Sandy Creek Road, Tyrone-Palmetto Road and Banks Road (SPLOST Project Nos. 17TAE, 17TAQ and 17TAP) and the associated contractual paperwork. (pages 105-130)
13. Approval of Subgrant Agreement with the Atlanta Regional Commission (ARC) for the completion of a SR 279 Study (SPLOST # 17TAT and 17TAD) and the associated contractual paperwork. (pages 131-156)
14. Approval of Resolution 2018-16 to change a street name in Longboat Subdivision from Paddle Cove to Kayak Court. (pages 157-160)
15. Consideration of amendments to the Tourist Accommodation fee schedule. (pages 161-162)
16. Consideration of staff's recommendation of procuring Professional Services to facilitate the enforcement of Chapter VI. - Tourist Accommodations. (pages 163-217)
17. Consideration to accept the Town of Tyrone's offer to purchase Fayette County Fire Station #3 (Parcel #0738 107) located in the Town of Tyrone at a cost of \$5,000 plus the costs of the transaction to convey the property. (pages 218-219)
18. Approval of the September 27, 2018 Board of Commissioners Meeting Minutes. (pages 220-229)
19. Approval of the October 2, 2018 Board of Commissioners Special Called Meeting Minutes. (pages 230)

OLD BUSINESS:

20. Discussion of proposed Article VI - Parking of Vehicles under Chapter 16 of the Fayette County Code of Ordinance. (pages 231-239)

NEW BUSINESS:

21. Consideration of staff's recommendation to not object to the Peachtree City annexation of 28.3 acres (Bradshaw Family LLP Tract), and the rezoning of said property from A-R (Agricultural-Residential) to Limited Use Commercial (LUC) for a mixed-use development consisting of single-family residential, office, commercial and open space. (pages 240-293)
22. Consideration of staff's recommendation to award Bid #1522-B Water Tank Repair to the low bidder Southeastern Tank and Tower, Inc. in two phases based on the base bid plus Alternate #1 in the amount of \$807,900. (pages 294-302)
23. Consideration of staff's recommendation to award ITB #1553-B to West Georgia Lighting, Inc, in the amount of \$394,534.30 for lighting at McCurry Park Soccer fields 1, 5,6, and Kiwanis Park field 10 and approval to transfer \$40,000 (pages 303-307)

from Kiwanis Park Sports Lighting CIP budget to the McCurry Park Sports Lighting Budget to fully fund the lighting of the three soccer fields.

24. Consideration of staff's request to award bid # 1557-B: Type 1 Ambulances to Custom Truck & Body Works, Inc. for \$367,638 and to designate vehicle #23109 as surplus and authorize the department to coordinate the sale of unit. (pages 308-312)
25. Consideration of staff's request to award bid # 1566-B Tanker Fire Apparatus to Deep South Fire Trucks for one tanker totaling \$222,900 and to designate vehicle #93193 and vehicle #93043 as surplus and authorize the trade of the units. (pages 313-316)
26. Consideration of staff's request to award bid #1565-B: Pumper Fire Apparatus to Fireline Inc. for one pumper totaling \$482,688, to fund \$8,788 from #61030550-542200 to cover the remaining cost of required safety equipment and to designate vehicle #93086 as surplus and authorize the department to coordinate the sale of the unit. (pages 317-321)
27. Authorization for the Chairman to send a letter of support to Georgia Department of Transportation (GDOT), documenting Fayette County's support for the Local Bridge Replacement Program fiscal year 2020 candidate project - McDonough Road over Flint River. (pages 322-325)
28. Consideration of the Transportation Committee's recommendation for the Antioch & Goza Road intersection (2017 SPLOST 17TAO & 2004 SPLOST I-13). (pages 326-333)
29. Recommendations/Briefing for the SR 74 Comprehensive Corridor Study (GDOT PI # 0015076 / ARC No. FA-357). (pages 334-350)
30. Discussion regarding government enforcement related to dog attacks; specifically, the protocol for handling dog attacks and whether the county ordinance conflicts with state law. (pages 351-353)

PUBLIC COMMENT:

ADMINISTRATOR'S REPORTS:

- A. Contract #1221-P: Water System Engineer of Record Task Order #FC-19-10: Landfill Compliance Monitoring (page 354)
- B. Contract #1577-S: Longview Dam Engineering Services (pages 355-357)

ATTORNEY'S REPORTS:

COMMISSIONERS' REPORTS:

EXECUTIVE SESSION:

ADJOURNMENT:

COUNTY DEPARTMENT AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Recognition of the leadership role of Marie Washburn who served on the Fayette County Public Library Board of Trustees.

Background/History/Details:

Marie Washburn is a graduate of the University of Knoxville, Tennessee and a retired principal with the the Fulton County School System. She has been serving on the library board of trustees since 2004 - first as a member, vice chairman, chairman and representative to the regional library board. Under her steadfast leadership, she helped to revised the outdated Participating Regional Agreement between Fayette County libraries and Flint River Regional Library System, and she assisted in writing the revision of the Bylaws and Articles of the library board members. Marie has constantly and consistently been a strong advocate for the community. Marie served on the 20 members task force to write the library's Long Rang Plan in 2005. Marie's dedication and commitment to excellence as a trustees will never be forgotten.

The library board always gave the staff a Christmas party and we will miss Marie's stuffed shells chicken salad! Marie will retire October 2018.

What action are you seeking from the Board of Commissioners?

Recognition of the leadership role of Marie Washburn who served on the Fayette County Public Library Board of Trustees.

If this item requires funding, please describe:

No

Has this issue come before the Commissioners in the past?

If so, when?

Do you need audio-visual for the presentation?

Back-up Material Submitted?

STAFF USE ONLY

Approved by Finance

Reviewed by Legal

Approved by Purchasing

Approved by County Clerk

Administrator's Approval

Staff Notes:

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Proclamation recognizing November 4, 2018 as Retired Educators Day in Fayette County.

Background/History/Details:

The Georgia Retired Educators Association began in 1958 as Georgia Retired Teachers Association. The organization has evolved, through forty-seven years of specialization and diversity of educational roles, and adopted its current name in 1998 to better describe the membership potential. It is the only organization that focuses on the needs of Georgia retired educators.

The Purpose of GREA:

- To promote the economic, social, and professional status of retired educators, and the distribution of information of value to them.
- To promote passage of legislation beneficial to retired educators and work toward the defeat of legislation harmful to retired educators.
- To promote the advancement of high quality education to enable educators to maintain their interest in education and their fields of specialization.
- To promote the involvement of retired educators in community service and the decision-making process in the State and Local communities.
- To present the image of aging as one of dignity and independence.
- To encourage active educators to begin retirement preparation well in advance of retiring.

Source: <http://www.garetirededucators.org/about-us.html>

What action are you seeking from the Board of Commissioners?

Proclamation recognizing November 4, 2018 as Retired Educators Day in Fayette County.

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, GEORGIA
RETIREDC EDUCATORS DAY

Proclamation

WHEREAS. The Governor of the State of Georgia has proclaimed the day of Sunday, November 4, 2018 as Retired Educators Day in Georgia; and

WHEREAS. There are more than 123,000 retired educators in Georgia, 29,000 plus of whom are members of the Georgia Retired Educators Association; and

WHEREAS. The retired educators of Georgia donate thousands of hours of volunteer service and make invaluable contributions to the welfare of their respective communities across the state; and

WHEREAS. It is appropriate that a day be designated for citizens to express their appreciation for the contributions that retired educators have made and continue to make for the betterment of human lives and for society; and

WHEREAS. Local churches will recognize those lasting contributions made by retired educators in this community.

NOW, THEREFORE, BE IT RESOLVED, That the Board of Commissioners of Fayette County does hereby proclaim the day of Sunday, November 4, 2018 as *Retired Educators Day* and call upon the citizens of Fayette County to observe that day in an appropriate manner honoring retired educators.

So proclaimed this 25th day of October 2018

Eric K. Maxwell, Chairman

Randy Ognio, Vice Chair

Steve Brown, Commissioner

Charles D. Rousseau, Commissioner

Charles W. Oddo, Commissioner

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Proclamation of October 2018 as "Domestic Violence Awareness Month in Fayette County."

Background/History/Details:

The problem of domestic violence is not confined to any group or groups of people, but crosses all economic, racial, gender, educational, religious, and societal barriers, and is sustained by societal indifference. This violence ranges from slaps, hits, physical altercations, and sometimes results in death and murder. Children are adversely affected by watching the violence acted out of their parent, and they too can find themselves endangered.

The Promise Place offers a place of refuge and support for those who are affected by domestic violence.

The Fayette County Board of Commissioners will proclaim the month of October as "Domestic Violence Awareness Month in Fayette County" in an effort to bring light to problem and to show victims that there is a place to go for help.

What action are you seeking from the Board of Commissioners?

Proclamation of October 2018 as "Domestic Violence Awareness Month in Fayette County."

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?

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Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

FAYETTE COUNTY, GEORGIA

Promise Place- Domestic Violence Month

Proclamation

WHEREAS. Promise Place was established in 1987 to provide assistance to victims of domestic violence and their children in both Fayette County and the Griffin Judicial Circuit; and

WHEREAS. Promise Place offers emergency shelter, a 24-hour crisis hotline, crisis intervention safety planning, legal advocacy, weekly support groups, children programs, emergency needs assistance and community education services to Fayette, Spalding, Pike and Upson Counties; and

WHEREAS. In addition to serving over 3,000 victims, including children, of domestic violence each year, Promise Place has reached over 2,500 students through their Teen Dating Violence Prevention Program that is taught in 9th grade Health classes as well as, middle school classes; and unhealthy relationships can start early and last a lifetime with approximately 9% of high school students report being hit, slapped, or physically hurt on purpose by a boyfriend or girlfriend; and

WHEREAS. The problem of domestic violence is not confined to any group or groups of people, but crosses all economic, racial, gender, educational, religious, and societal barriers, and its sustained by societal indifference; and

WHEREAS. Victims should have help to find the compassion, comfort and healing they need, and domestic abusers should be punished to the full extent of the law; and victims of violence should have access to medical and legal services, counseling, transitional housing, and other supportive services so that they can escape the cycle of abuse;

NOW, THEREFORE, BE IT RESOLVED. We, THE FAYETTE COUNTY BOARD OF COMMISSIONERS, in recognition of the important work done by Promise Place in regards to domestic violence programs and victims, do hereby proclaim the month of October 2018 as Domestic Violence Awareness Month and in so doing, we urge all citizens to actively participate in the scheduled activities and programs sponsored by Promise Place to work towards the elimination of domestic violence.

So proclaimed this 25th day of October 2018

Eric K. Maxwell, Chairman

Randy Ognio, Vice Chair

Steve Brown, Commissioner

Charles D. Rousseau, Commissioner

Charles W. Oddo, Commissioner

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Proclamation to recognize Boy Scout Troop #282 and proclaim October 26, 2018 as Troop #282 Appreciation Day.

Background/History/Details:

This proclamation is to proclaim October 26, 2018 as Troop #282 Appreciation Day and to recognize the achievements of Boy Scout Troop #282.

What action are you seeking from the Board of Commissioners?

Proclamation to recognize Boy Scout Troop #282 and proclaim October 26, 2018 as Troop #282 Appreciation Day.

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, GEORGIA

TROOP #282 APPRECIATION DAY 2018

Proclamation

- WHEREAS,* Troop #282 is a chartered member of the Boy Scouts of America (BSA), Flint River Council District; and
- WHEREAS,* Troop #282 is sponsored by Prince of Peace Lutheran Church, 257 Highway 314, Fayetteville, Georgia in Fayette County; and
- WHEREAS,* Troop #282 currently has twenty-two registered scouts, and is "scout-lead", meaning that the leadership of the troop comes from the scouts themselves; and
- WHEREAS,* In the past thirteen years, Troop #282 has awarded thirteen scouts the "Eagle Scout Badge", which is the highest rank in scouting; and
- WHEREAS,* Troop #282 provides camping experiences to scouts, to include a week-long camping trip over the summer, which gives opportunities to practice teamwork, interdependence, responsibility, as well as become more self-reliant; and
- WHEREAS,* Troop #282's Phoenix Patrol participated in BSA's "High Adventure" Philmont Hiking Camp in New Mexico, and Sea Base Scuba Diving Camp in Florida; and
- WHEREAS,* Troop #282 practices the Scout slogan: "Do good turn daily" by engaging in community service projects such as Scouting for Food. In February of 2018, 4,533 items of food was collected and donated to local food banks, bringing the total number of food items collected over an eight year period (2011-2018) to 23,857.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Fayette County does hereby proclaim Friday, October 26, 2018 as *Troop #282 Appreciation Day* and encourages the scouts to continue living out the Twelve Points of the Scout Law. "A Scout is trustworthy, loyal, helpful, friendly, courteous, kind, obedient, cheerful, thrifty, brave, clean, and reverent."

So proclaimed this 25th day of October 2018,

Eric K. Maxwell, Chairman

Randy Ognio, Vice Chair

Steve Brown, Commissioner

Charles D. Rousseau, Commissioner

Charles W. Oddo, Commissioner

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Recognition of awardees for the Fayette County Public Arts Committee 2018 Scarecrow Competition.

Background/History/Details:

The Fayette County Public Arts Committee (FCPAC) issued a press release announcing the 5th Annual Scarecrow Competition. In addition to newspaper coverage, information for the contest was shared via social media and direct to individuals and businesses. The competition allows individuals or groups to design and create a Scarecrow. The Scarecrows are constructed in the area surrounding the Heritage Park Fountain and can be enjoyed during the month of October. This year there were 15 Scarecrows, which were judged by Mr. Michael Parvin, an artist and arts professional. All Scarecrows were imaginative in their design, some had specific messages to convey and all were constructed exceptionally well. The judge noted making selections was difficult.

1st Place - Southern Harm Derby Dames
2nd Place - "Joe's Diner", UGA Extension Master Gardener Volunteers
3rd Place - Girl Scout Troop 12102-Jennifer Dixon
Honorable Mention-Style A Crow-Dori Johnston, Styles Hair Salon
Honorable Mention-Faye, "The Rocker of Kindness"-Wendy Gallacher
Honorable Mention-Sugar Plum Fairy-Lori Good

What action are you seeking from the Board of Commissioners?

Recognition of awardees for the Fayette County Public Arts Committee 2018 Scarecrow Competition.

If this item requires funding, please describe:

Awards are First Place - \$200; Second Place - \$100 and Third Place - \$75.

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?

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Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

2018 Scarecrow Competition**Public Arts Committee**

	Creator / Contact	Organization / Business	Scarecrow Name
1	Jennifer Parlier	Master Shim's World Class Tae Kwon Do	Master Shim's
2	Brooke Edmondson	Southern Harm Derby Dames	Southern Harm Derby Dames
3	Lori Good		Sugar Plum Fairy
4	Wendy Gallacher	Fayette Rocks Kindness Project	Faye "The Rocker of Kindness"
5	Heather Balsam		Crazy Cat Lady
6	Dori Johnston	Styles Hair Salon	Style A Crow
7	Doris Boynton	family	Michael Jackson
8	Jennifer Dixon	Girl Scouts	
9	Mary Kiwanuka 1	Girl Scouts	Troop 18025
10	Mary Kiwanuka 2	Girl Scouts	Troop 15017
11	Karen McKernan	UGA Extensino Master Gardener Volunteers	Joe's Diner
12	William Bishop	Harp's Crossing College & Career	College & Career at HCBC
13	Hannah Haddock	Brightmoor Hospice	Angels in the Outfield
14	David Gullede	Fytvl Church of Christ	Where is Waldo?
15	DC Thompson		ClaraBelle

FOR IMMEDIATE RELEASE:

Arts Committee Announces Fifth Annual Scarecrow Competition

The Fayette County Public Arts Committee is making plans for the 5th Annual Scarecrow Competition.

Participants will be able to design and create a Scarecrow for the competition. Scarecrows will be constructed at Heritage Park at the County Administration Complex, 140 Stonewall Avenue in Fayetteville. The dates for set-up are Saturday, September 29, 10:00am - 3:00pm, and Sunday, September 30, 12:00pm - 4:00pm. There is no entry fee to participate in this event.

The competition is open to everyone - individuals, families, friends, school or church groups, scouts, businesses or organizations. Participants will need to come up with a design or theme for their Scarecrow and then bring the items needed to build their Scarecrow.

The Arts Committee will provide a metal post to secure the Scarecrow and shredded paper for participants to stuff their Scarecrow. Participants should bring small plastic bags to use with the stuffing.

Scarecrows will be on display at Heritage Park through the month of October and will be part of the annual Fall Trick or Treat event. Cash prizes will be awarded for 1st, 2nd and 3rd Place.

Let your imagination run wild, however, all Scarecrow designs must be family friendly.

There is no entry fee, however, participants must officially enter to have a reserved space. Come out to join the fun and take your selfies and fall photos with the Scarecrows!

To obtain a copy of the entry form, get details or for any questions, email the Public Arts Committee at fcpac@fayettecountyga.gov by Thursday, September 27, 2018.

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Photos:

- #1 Fayette Co. UGA Extension Master Gardener Volunteers - 2017 - First Place
- #2 Fayette Montessori - 2017 3rd Place

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Proclamation to recognize the month of October as Breast Cancer Awareness Month.

Background/History/Details:

Every year counties throughout Georgia and beyond stop to recognize those who battle with cancer, those who have survived cancer and those remembered in the fight of cancer.

This proclamation is to encourage citizens to continue to support and to make aware the continued fight for a cure to this disease.

What action are you seeking from the Board of Commissioners?

Proclamation to recognize the month of October as Breast Cancer Awareness Month.

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?

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Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

FAYETTE COUNTY, GEORGIA

**Breast Cancer Awareness Month
October 2018**

Proclamation

WHEREAS, Breast cancer is the second most common form of cancer found in women in the United States and is the leading cause of cancer death for women, with one in eight women diagnosed with breast cancer in their lifetime; and

WHEREAS, Every year, too many Americans are touched by the pain and hardship caused by breast cancer and too many people have endured the heartbreak of losing someone to breast cancer; and

WHEREAS, Thanks to early detection and improved treatment options, deaths from breast cancer have decreased significantly in the last decade; and

WHEREAS, All women are encouraged to talk to their healthcare providers about mammograms and other methods of early detection, as well as their risk of developing breast cancer and what can be done to reduce that risk; and

WHEREAS, October has been designated as Breast Cancer Month, we remember those lost to this terrible disease and stand strong for those currently facing a breast cancer diagnosis, and we strengthen our resolve to do our part in supporting those affected.

~~NOW, THEREFORE,~~ BE IT RESOLVED, that we, The Fayette County Board of Commissioners, do hereby proclaim October 2018 is *Breast Cancer Awareness Month* in Fayette County and encourage citizens to help support efforts to spread awareness of this disease, provide support for those affected by this illness and educate others on its prevention and early detection.

So proclaimed this 25th day of October 2018,

Eric K. Maxwell, Chairman

Randy Ognio, Vice Chair

Steve Brown, Commissioner

Charles D. Rousseau, Commissioner

Charles W. Oddo, Commissioner

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Recognition of the Fire & Emergency Services Citizen Fire Academy graduates on their successful completion of the 10-week Citizen Fire Academy.

Background/History/Details:

Fire & Emergency Services hosted the Citizen Fire Academy (CFA). This course started on August 16, 2018 and completed on October 18, 2018. Members of the class had the unique opportunity to experience the behind the scenes operations and the training of department members.

Class members received their heart saver CPR certification, were trained in First Aid, to use a fire extinguisher, and completed EMA preparedness training. CFA members observed department members performing vehicle extrication with the "Jaws of Life," had a private performance by the "Fire Safety Education Clowns" demonstrating the third grade fire safety program, and learned first hand about thermal imaging cameras and self-contained breathing apparatus.

Members from each shift presented a variety of fire and EMS demonstrations including fire truck and ambulance demonstrations, flowing hoselines for firefighting purposes, ladder truck operations, and a full scale operation demonstrating a house fire response.

This class was attended by 15 members of the community from 6:30 p.m. to 9:00 p.m. each evening at the EOC or off-site at various locations.

What action are you seeking from the Board of Commissioners?

Recognition of the Fire & Emergency Services Citizen Fire Academy graduates on their successful completion of the 10-week Citizen Fire Academy.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Fire & Emergency Services will provide certificates and bring them to the meeting.

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of Ordinance 2018-11, amendments to Chapter 110. Zoning Ordinance, Regarding Sec. 110-3. – Definitions, Sec. 110-142. - O-I, Office-Institutional District, Sec. 110-143. - C-C, Community Commercial District, Sec. 110-144. - C-H, Highway Commercial District and Sec. Sec. 110-169. - Conditional Use Approval; concerning A-R Wedding & Event-Bed and Breakfast.

Background/History/Details:

Staff recommends approval of the amendments.

The Planning Commission recommended approval of the amendments.

Jim Graw made a motion to recommend approval of the amendments to Chapter 110. Zoning Ordinance. Al Gilbert seconded the motion. The motion passed 4-0. Brian Haren was absent.

What action are you seeking from the Board of Commissioners?

Approval of Ordinance 2018-11, amendments to Chapter 110. Zoning Ordinance, Regarding Sec. 110-3. – Definitions, Sec. 110-142. - O-I, Office-Institutional District, Sec. 110-143. - C-C, Community Commercial District, Sec. 110-144. - C-H, Highway Commercial District and Sec. Sec. 110-169. - Conditional Use Approval; concerning A-R Wedding & Event-Bed and Breakfast.

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?*

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Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

THE FAYETTE COUNTY PLANNING COMMISSION met on October 4, 2018 at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

PUBLIC HEARING

2. Consideration of amendments to Chapter 110. Zoning Ordinance, Regarding Sec. 110-3. – Definitions, Sec. 110-142. - O-I, Office-Institutional District, Sec. 110-143. - C-C, Community Commercial District, Sec. 110-144. - C-H, Highway Commercial District and Sec. Sec. 110-169. - Conditional Use Approval

Pete Frisina discussed the amendments to the zoning ordinance as follows:

Sec. 110-3 – The term “event facility” was added to the definition of banquet hall and the list of typical uses were clarified. The term “bed and breakfast inn” was added to the definition of hotel as the conditional use of a bed and breakfast inn in the O-I and C-H district is being deleted and a bed and breakfast inn will be a permitted use under the definition of “hotel.”

Sec. 110-142 – O-I – Banquet hall/event facility is being added to the list of permitted uses as it relates to the permitted use of a hotel in O-I. Bed and breakfast inn will be deleted as the conditional use and a bed and breakfast inn will be a permitted use under the definition of “hotel.”

Sec. 110-143– C-C – Banquet hall/event facility is being amended to conform to the amended definition of “hotel.”

Sec. 110-144. - C-H - Banquet hall/event facility will be amended to conform to the amended definition of “hotel.” Bed and breakfast inn is being deleted as the conditional use and a bed and breakfast inn will be a permitted use under the definition of “hotel.”

Sec. 110-169. - Conditional use approval - g. A-R wedding/event facility - The Article number for Nonresidential development landscape requirements is added. An A-R Bed and Breakfast Inn that is compliant with Sec. 110-169 and County Code, Chapter 8, Article VI, Tourist Accommodations will be allowed in conjunction with an A-R wedding/event facility. A bed and breakfast inn as a conditional use in O-I and C-H will be deleted.

Jim Graw made a motion to recommend approval of the amendments to Chapter 110. Zoning Ordinance. Al Gilbert seconded the motion. The motion passed 4-0. Brian Haren was absent.

3. Consideration of amendments to Chapter VI. - Tourist Accommodations, Regarding Sec. 8-200. – Definitions, Sec. 8-201. - Permit Required, Sec. 8-202. - Application for Permit, Sec. 8-203. - Issuance of Permit, Sec. 8-208. – Records, Sec. 8-210. - Alterations to Structure and Sign, Sec. 8-211 – Reserved, Sec. 8-212. - Special Events and Sec. 8-213. - Violations.

Pete Frisina discussed the amendments to Chapter VI. - Tourist Accommodations as follows:

Sec. 8-200. – Definitions - A-R is being added to the definition of Bed and Breakfast Inn. New definitions for Bedroom, Guest, and Guestroom are being added. The definition of Special event is clarified. Definitions of Overnight guest, Tourist, and Traveler will be deleted as they are not used in Chapter VI.

Sec. 8-201. - Permit required - this was amended to exclude hotel, campground facilities, or planned retreats and lodges as regulated in non-residential districts. The intent of Chapter VI is regulate tourist accommodations in residences. Regulations for a bed and breakfast inn and operators of tourist accommodation is being moved to a new Sec. 8-211. – Operating regulations.

Sec. 8-202. - Application for permit – Amendments to (7) better clarify the applicable County departments that are involved with tourist accommodations. Number (8) is being amended to specify “as built scaled” plans of the residence. Amendments to (b) are housekeeping.

Sec. 8-203. - Issuance of permit – Amendments to (a) are housekeeping and (c) is deleted to be consistent with similar procedures in the alcohol license background check.

Sec. 8-208. – Records and Sec. 8-209. - Standards for health, sanitation and safety – All amendments are housekeeping.

Sec. 8-210. - Alterations to structure; and signage – These amendment are to remove conflicts with the sign ordinance and specify that signs for tourist accommodation are regulated under the sign ordinance where related amendments are proposed.

Sec. 8-211. –Operating regulations – This new section will contain regulations moved from Sec. 8-201. - Permit required as well as additional new regulations.

Sec. 8-212. - Special events – these amendments are in consort with amendments in the zoning ordinance to allow an A-R bed and breakfast inn in conjunction with an A-R wedding/event facility.

Sec. 8-213. – Violations – This amendment specifies that it is a violation to fail to get a permit under these regulations.

Ingrid Moore Barnes asked if the definition of a bedroom specifies that it is to have a closet and it does not specify a window and would that be in conflict with the Fire Marshal that requires a window in case of emergency egress.

Pete Frisina said the definition does not exclude fire requirements for a window but defines a bedroom mainly in terms of size/dimensions and closets are usually used a characteristic of a bedroom. The purpose is to prevent someone from using a storage room or something similar for a tourist accommodation.

Ingrid Moore Barnes asked what is meant by “as built scaled plans” and is that making an assumption that someone would not build a house specifically for a tourist accommodation in a residential area.

Pete Frisina said if someone is building a new house they would be required to submit building plans. He added that it is anticipated that in most cases this will be taking place in existing homes and if the

house was built after 1982 the County may still have the house plans on file.

Ingrid Moore Barnes said as an owner of an A-R bed and breakfast she supports the amendments as she wants to have a sign and the opportunity to explore the A-R wedding and event facility in conjunction with the bed and breakfast.

Al Gilbert made a motion to recommend approval of the amendments to Chapter VI. - Tourist Accommodations. Jim Graw seconded the motion. The motion passed 4-0. Brian Haren was absent.

4. Consideration of Amendments to Chapter 108 - Signs, Regarding Sec. 108-135. - Residential Freestanding Signs and Sec. 108-161. – Freestanding Signs.

Pete Frisina discussed the amendments to Chapter 108 - Signs as follows:

Sec. 108-135. - Residential freestanding signs – Amendments to (a) specify that signs associated with a tourist accommodation is under this section with the exception of an A-R Bed and Breakfast Inn that is compliant with Sec. 110-169 (see Sec. 108-161).

Sec. 108-161. –Freestanding signs – Amendments include renaming the section to Nonresidential freestanding signs and indicating that signage for an A-R Bed and Breakfast Inn is regulated under this section specifying one (1) free-standing sign not exceeding 35 square feet in area or five feet in height. Sign structures shall not exceed six feet in height. The sign shall not be internally illuminated. The sign shall require a permit.

Al Gilbert made a motion to recommend approval of the amendments to Chapter 108 - Signs. Danny England seconded the motion. The motion passed 4-0. Brian Haren was absent.

THE FAYETTE COUNTY PLANNING COMMISSION met on September 20, 2018 at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

Discussion of tourist accommodations.

Pete Frisina said these are the changes to the ordinances since the last meeting. He stated that there are three sections of the code that address Tourist Accommodations which is the Hotel/Motel Tax, Tourist Accommodations and the Zoning Ordinance and the challenge is to make sure the three sections don't conflict. He added that the changes reflect staff's attempt to eliminate any conflicts. He stated that each guestroom in a Tourist Accommodation will be limited to no more than two (2) guests and this will not include an A-R Bed and Breakfast Inn because their capacity is regulated under the zoning ordinance. He added that the Tourist Accommodation code section will now make reference to the sign ordinance in terms of allowed signage and the sign ordinance will be amended to include sign regulations for a Tourist Accommodation. The Tourist Accommodation code will be applicable to tourist accommodations with the exception of a hotel, campground facility, or planned retreat and lodge as defined and/or regulated in Chapter 110 – Zoning. He said in the zoning ordinance the term “event facility” will be added to the definition

of a “banquet hall.” He added the term “bed and breakfast inn” will be put back into the definition of a “hotel” as a hotel is allowed in nonresidential zoning districts and the conditional use that was created previously for a bed and breakfast inn in a nonresidential zoning district is being deleted. He added that the conditional use for an A-R Wedding and Event Facility will allowed it to be combined with an A-R Bed and Breakfast Inn and both used would need to be fully compliant with all applicable regulations. He said in terms of the sign ordinance, a Tourist Accommodation that is not an A-R Bed and Breakfast Inn would be regulated under the residential portion of the sign ordinance limiting them to six (6) square foot signs and an A-R Bed and Breakfast Inn would be regulated under the nonresidential signs with their own category limiting them to 35 square feet and no internal illumination. He said he would be recommending to the Board of Commissioners a reduction in the permit fee for a Tourist Accommodation and hiring a third party consultant to identify the Tourist Accommodations advertising on-line. He added that he was ready to take these amendments through the public hearing process in October or November once he speaks to the County Administrator.

THE FAYETTE COUNTY PLANNING COMMISSION met on August 16, 2018 at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

1. Discussion of tourist accommodations

Pete Frisina stated staff is working on allowing an A-R Bed and Breakfast Inn in conjunction with an A-R Wedding and Event facility. He said currently Tourist Accommodation are not allowed in conjunction with an A-R Wedding and Event facility so these recommended amendments would allow an A-R Bed and Breakfast Inn on the same property where an A-R Wedding and Event facility has been permitted and the A-R Bed and Breakfast Inn would need to also comply with the conditional use requirements for that use as well. He added that he has reviewed the sign ordinance to allow a tourist accommodation to have a sign which is not allowed under the tourist accommodation code and under the section of the sign ordinance regulating residential signs he proposes to add a section for an A-R Bed and Breakfast Inn allowing a 35 square foot sign which is the same size of a subdivision entrance sign but the sign could not be internally illuminated but external illumination would be allowed. He said he would make sure the tourist accommodation code section is amended to coincide with amendments to the zoning ordinance and sign ordinance.

Al Gilbert recommended that any amendments to the sign ordinance be reviewed by the County Attorney.

Pete Frisina said he would coordinate a review by the County Attorney.

Ingrid Moore Barnes asked if the permit is required for the sign and does the permit have to be annually renewed.

Pete Frisina said it is a onetime sign permit.

Pete Frisina said staff will continue to work on the ordinance amendments.

THE FAYETTE COUNTY PLANNING COMMISSION met on July 19, 2018 at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

2. Discussion of tourist accommodations.

Pete Frisina stated that in the last meeting Dennis Davenport, the Fayette County attorney, was present to discuss tourist accommodations. He said that during the meeting they agreed that the best way to handle the tourist accommodations was to go into the existing ordinance and make some adjustments. He added that Ingrid Barnes brought up the issue of being able to combine A-R Bed and Breakfast with A-R event facility. He stated that under the tourist accommodations ordinance it states that you can't have events, but in A-R Wedding and Event Facility it says that tourist accommodations shall not be allowed in conjunction with an event facility. Pete Frisina asked if the Planning Commission wanted to allow a melding of the two A-R conditional uses.

Brian Haren stated that the concerns about allowing tourist accommodations in conjunction with an event facility were noise, traffic, and the neighbors being negatively impacted. He said the issue now is developing the mechanics of how that would work.

Pete Frisina stated that the A-R event facility is a more intensive use than the Bed & Breakfast. He added that if there is going to be an A-R Bed and Breakfast in conjunction with an A-R Wedding and Event Facility then the minimum lot size should be fifteen (15) acres.

Jim Graw stated that he didn't have a problem changing the ordinance to allow an A-R Wedding and Event Facility in conjunction with the Bed & Breakfast if the site is at least fifteen (15) acres.

Pete Frisina said that the other issue is that the tourist accommodation code states that "no alterations shall be made to the property and signs". He stated that the ordinance was written before tourist accommodations were as prolific as they are now. He said the tourist accommodations code is really applicable in a residential context.

Ingrid Barnes said that in looking at the definitions for home share, house, Bed & Breakfast, and hotel, if the distinction is made between whole house rental and Bed & Breakfast then the whole house rental will likely be in residential areas. She added that she doesn't think the definitions are clear enough.

Danny England asked if the ordinance stipulates whether the sign can be one sided or two sided.

Pete Frisina said it can be two sided. He added that we're now looking at a range of tourist accommodations that now encompass a lot of aspects from different departments. He said that he looking to find the section of the code where tourist accommodations are applicable in a residential context.

Ingrid Barnes stated that differentiating between the types of tourist accommodations would relegate whole house rentals to residential areas, which would likely be less than ten (10) acres.

Danny England said that implementing thresholds would help alleviate some of the confusion with the nuances of tourist accommodations.

THE FAYETTE COUNTY PLANNING COMMISSION met on July 5, 2018 at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

3. Discussion of tourist accommodations.

Pete Frisina stated that he had met with Dennis Davenport and Chief Myers of the Fayette County Code Enforcement how to regulate tourist accommodations.

Dennis Davenport stated that on Adams Road there had been a lot of calls from neighbors about the amount of traffic in the area from tourist accommodations. He said he met with the neighbor to hear their concerns and Fayette County developed some stringent regulations. He said the recent conversation between he, Pete Frisina, and Chief Myers dealt with what they're regulating. He stated that this industry includes utilizing houses for the intended purpose of a house. He stated that identifying these locations is extremely difficult. He said after you identify them, should they pay hotel/ motel tax. He stated that the property may have the intent to be used as a tourist accommodation, but is it actually being used for that. He added that he thinks the data mining service should be used, followed by mailing them a letter, and asking them to come in and register.

Pete Frisina stated that Planning and Zoning and the Planning Commission had been looking at handling tourist accommodations through a zoning approach, but Dennis Davenport thought it should be a code issue.

Dennis Davenport said again, the house is being used for its intended purpose.

Pete Frisina stated that he thinks tourist accommodations should be regulated through the code enforcement section of the code. He added it won't fall under zoning or the Planning Commission, but it would be good to get the Planning Commissions input.

Dennis Davenport replied that we would have to ask ourselves if this impacts zoning at all.

Pete Frisina said one way it affects zoning is by the A-R Bed & Breakfast. He stated that he's asked Ingrid and Claude Barnes to come in and talk about their experience.

Ingrid Barnes stated that their B&B was initially impacted from a zoning perspective because they were zoned R-70, not A-R, which required the property to be rezoned first. She said she went through the tourist accommodations regulations line by line and suggested the definitions be expanded. She noted that *home share and whole house* aren't defined. She also mentioned that they we're restricted to subdivision requirements even though they weren't in a subdivision. She said there's an economic factor that needs to be identified, and that the cost of renting a room and going through the regulations Fayette County imposes would be a deterrent for some people. She further stated that there is also a lot that needs to be done for the safety of the community.

Pete Frisina asked how many acres they have.

Ingrid Barnes replied 19.8.

Jim Graw stated that in terms of what we discussed, Ingrid Barnes' business would be similar to partial house rental. He said he thinks we should put some heavy restrictions on tourist

accommodations because we put heavy restrictions on A-R B&B. He asked what Fayette County's liability would be, if there is any.

Dennis Davenport replied that Fayette County's knowledge is what's important. He said when the County finds out about residents are renting out their homes we can send out letters and diligently follow up. He added that it won't be completely absolved, but we can say we've taken steps to do something.

Bill Beckwith asked if Fayette County would have some liability if the data miner informed them of who is renting.

Dennis Davenport said that the data miners won't tell us they're actually renting their homes just that they have the intent to rent the home. He added that without an admission, the County is just speculating.

Brian Haren stated that the Planning Commission spent months working on the B&B ordinance and some of the concern was protecting the neighboring land owners. He said he doesn't want a B&B in his neighborhood with no knowledge of who is staying there. He added that if this business gets out of hand it could have an effect on property values. He stated that he thinks short term rentals should be regulated strictly or A-R B&B's deregulated.

Ingrid Barnes stated she would be fine with loose regulations on short term one room rentals. She said she just wants the ability to do more with her property such as small scale events.

Brian Haren stated that Ingrid Barnes was engaged in a commercial activity, and so are they people who engage in short term rental. He said it's incumbent to require them to abide by the same rules we required of you.

Jim Graw stated that he thinks the zoning ordinance would be the way to go to regulate tourist accommodations.

Pete Frisina stated that the codes don't impact the Planning Commission.

Al Gilbert asked who enforces the County codes.

Pete Frisina replied code enforcement does.

Al Gilbert stated that this could be a costly venture that requires hiring somebody.

Pete Frisina stated that the Board of Commissioners has to determine whether this is something they want to regulate.

Dennis Davenport said the most likely resolution is using the data miners to find the renters and send them the letters to start this process. He added that we have to act based on what we know, not what we suspect.

Jim Graw asked what the basic information was the data miners gave us.

Pete Frisina replied that there was a certain number of sites renting in or close to Fayette County. He said the websites give general, not specific information.

Jim Graw asked what the cost is to utilize the service.

Pete Frisina replied that for unincorporated Fayette County only it is \$4,000. He said he thinks the best bet is to go through the County code pertaining to tourist accommodations and make some changes.

Brian Haren asked if we were meeting with the Board of Commissioners.

Pete Frisina said he didn't think we were ready to discuss anything with them. He suggested they postponed the meeting.

Danny England asked what would be the incentive to come in and get a tourist accommodations permit.

Ingrid Barnes stated that it provides a sense of comfort to people who won't stay with strangers. She added that the regulations imposed will show that tourist accommodations in the area have been legitimized by Fayette County.

THE FAYETTE COUNTY PLANNING COMMISSION met on June 21, 2018 at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

6. Discussion of tourist accommodations.

Pete Frisina stated that section of the code pertaining to tourist accommodations was written in 2014 because house rentals were happening in Fayette County. He said that Chakevia did a survey and the majority of rentals were whole house rentals. He added that the code enforcement department has had two complaints about rentals recently, one being a complaint about strange people and the other was a parking issue. He said Jim Graw spoke with him about developing some parameters, which include

A-R zoning (minimum five (5) acres)

1 to 7 bedrooms

1 to 14 guests maximum

Two (2) to three (3) acre zoning

1 to 5 bedrooms

1 to 10 guests maximum

One (1) acre zoning

1 to 3 bedrooms

1 to 6 guests maximum

No detached structures, recreational vehicles, dining rooms, dens, living rooms, attached remodeled garages or basements are to be used as bedrooms.

The above applies to both whole house and partial house rentals.

Note: Bed and Breakfast Inns are restricted to AR zoning with a minimum of 10 acres, a maximum of 5 guestrooms and a maximum of 10 occupants

Pete Frisina asked the Planning Commission if that range is comfortable.

Jim Graw said keep in mind that partial house rental means the owner is still there so all the bedrooms wouldn't be used. He added whole house rental means all the rooms are available.

Pete Frisina said he liked the idea of not using rooms that aren't traditionally used as bedrooms for rental.

Jim Graw asked if the fire marshal stated whether house rentals would require a sprinkler system.

John Culbreth replied that houses renting three (3) or more rooms would require a sprinkler system.

Brian Haren stated that the Board of Commissioners should be involved. He asked if they feel this is something that should be tightly regulated.

Pete Frisina replied that he feels the issue is citizens feeling like Fayette County is requiring everyone to go through the tourist accommodations procedure. He said he would write a summary of where the Planning Commission is with this situation and ask the Board of Commissioners what they think.

Brian Haren stated that Fayette County is still a residential community. He said he doesn't want to see strangers frequenting his neighborhood. He added that every rental is a direct competitor to Bed & Breakfasts. He stated that Fayette County strictly regulates B&Bs so we should do the same with these short term rentals.

Jim Graw asked what the Fayette County's liability would be if a disaster were to happen with a tourist accommodation.

Pete Frisina stated that we don't know who is operating a tourist accommodation.

Bill Beckwith stated that by using data mining to locate tourist accommodations the County would know what houses are being rented out and then assume liability.

Pete Frisina replied that the County will send out letters once the tourist accommodations have been identified by the data mining asking the property owners to stop operating or register with the County.

THE FAYETTE COUNTY PLANNING COMMISSION met on May 3, 2018 at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

4. Discussion of tourist accommodations.

Pete Frisina stated that Fayette County has ordinances in place for tourist accommodations, but we're making some changes. He added that we've been discussing how to handle tourist accommodations from a zoning perspective. He said we've separated tourist accommodations into three categories: short term whole house rental, short term partial house rental, and A-R Bed and Breakfast Inn (Existing Conditional Use). He stated that *short term whole house rental, tourist accommodation, means the rental of a residence for 30 consecutive days or less where the owner or long term renter of the residence does not reside in the residence during the time of the short term rental; short term partial house rental, tourist accommodation, means the rental of a residence for 30 consecutive days or less where the owner or long term renter of the residence resides in the residence during the time of the short term rental; and bed and breakfast inn shall mean an establishment which serves food to its registered guests and not to the public at large.* He added that he felt short term whole house rental wouldn't be suitable in a subdivision. Pete Frisina stated that the Fayette County Marshal's office handles the tourist accommodations permitting process, but to effectively administer the ordinance the County would need a data miner to provide information on which houses are being rented.

Jimmy Hall stated that the State of Georgia and Fayette County have adopted the Life Safety Code, which is the bare minimum for fire code. He said there is no regulation for B&B's, just a classification for a rooming lodging house and hotel/motel. He stated that a rooming lodging house is classified as having 16 or fewer occupants with no food accommodations. He added that Chapter 26-41 in the Life Safety Code regulations state that new buildings and existing buildings that are modified for a B&B will require an automatic sprinkler system.

Jim Graw asked what the regulations are for not modifying a building.

Jimmy Hall replied that it qualifies as new construction which also requires a sprinkler. He stated that when the occupancy classification is changed it becomes a new use, which has to be brought up to code to meet today's standards. He added that if all rooms at ground level have an exit from the room to outside they don't require a sprinkler. He said ground level means no stairs leading to the outside, it has to be an exit level with the ground.

Al Gilbert asked if a well water house has an effect on a sprinkler system.

Jimmy Hall replied no, the sprinkler has to have an adequate system pumping water.

Brian Haren asked if tourist accommodations required a business license.

Pete Frisina replied no, they need an annual permit to operate.

Jimmy Hall stated that firefighters need some way to work effectively. He said in single family dwellings firefighter expect a single family in the event of a fire.

Brian Haren asked if a B&B has to be sprinkled or have a ground level exit.

Jimmy Hall stated that fire regulations dictate it has to be classified as a B&B, not a single family dwelling renting rooms.

Pete Frisina stated that if we limit the number of guest to three (3) or less the fire marshal won't have to get involved.

Jimmy Hall replied right.

Harold Myers asked what classifies it as a commercial business.

Jimmy Hall replied when they get an occupational tax.

Harold Myers asked if the rooming and lodging house has a time frame.

Jimmy Hall said no, rooming and lodging houses with 16 or fewer on a transit or non-transit basis don't have a time frame.

Brian Haren stated that the definition of rooming lodging house would best fit what we're doing here.

Jimmy Hall stated that the tourist accommodations would have to be classified as a rooming or lodging house for this regulation to apply.

Brian Haren stated that we have to find a way to accommodate the fire code to what we're doing.

Danny England said the Planning Commission can make blanket statement about tourist accommodations or get more specific based on how many people rent.

Jim Graw said if you have more than three (3) occupants you have a lot of hoops to jump through. It may not be cost-effective to do it.

Alfred Dingler stated that fraud is committed every day in Fayetteville, Fayette County, and Peachtree City. He said he's had meetings with Fayetteville, Fayette County, and Peachtree City and he's waiting for them to have the same codes regarding tourist accommodations. He stated that he's looked online and found multiple houses operating without a license.

Brian Haren stated that even though it's in a residential subdivision, not a commercial business, the same level of protection needs to be ensure. He added that Fayette County has a responsibility to ensure tourist accommodations are a safe space.

Pete Frisina said the issue we have now is having the manpower to enforce this; we'll need more people. He added that there's a hotel/motel excise tax which is 3%. He said he's not sure that tax can be used to hire people.

Alfred Dingler said his understanding is that municipalities have the ability to make rules that would provide funding for those positions.

Jim Graw stated that his concern is Fayette County's liability. He said the ordinance needs to be conservative or the County will be liable. He added that he was also concerned about how this would affect the neighbors in the subdivision.

THE FAYETTE COUNTY PLANNING COMMISSION met on April 5, 2018 at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

5. Discussion of tourist accommodations.

Pete Frisina stated that we have a section in the existing regulations under Article six (6) titled Tourist Accommodations, which is not in the zoning ordinance. The definition of tourist accommodations says *a tourist accommodation shall mean any property, facility, or structure providing accommodations for value to the public for not more than 30 consecutive days*. He stated that he looked in the ordinance to find out what would be classified as a tourist accommodation, and under Sec. 110-3. – Definitions:

1. Bed and breakfast inn, A-R, means a bed and breakfast inn allowed as a conditional use in the A-R zoning district.
2. Campground facilities means any lot where two or more recreational vehicles and/or tents (which are normally associated with outdoor camping) are parked and/or erected for short-term occupancy.
3. Hotel means a building in which overnight accommodations are provided to the public and the innkeeper. The term "hotel" includes the term "motel".

Pete Frisina added that the goal is to add Tourist Accommodations to residential zoning districts and allow them on properties zoned non-residential that are being used residentially. Tourist Accommodations are separated into three types:

1. Short term whole house rental
2. Short term partial house rental
3. A-R Bed and Breakfast Inn (Existing Conditional Use).

Brian Haren asked what the definition of partial house rental is.

Pete Frisina replied that it means the rental of a residence for 30 consecutive days or less where the owner or long term renter of the residence resides in the residence during the time of the rental. He added that he was also not in favor of renting guest homes for tourist accommodations.

Danny England asked if a partial rental requires a sprinkler system.

Pete Frisina replied it was a question for the fire marshal. He further added that on a partial house rental he would recommend no more than two rooms be rented out.

Brian Haren asked if we want to regulate the number of times it can be rented each month.

Pete Frisina said he wouldn't be opposed to whole house rental on a lot with more than five (5) acres fronting on a street that's a major thoroughfare.

Jim Graw said economically the sprinkler system is too costly. He added that it may deter people from renting their houses.

Pete Frisina stated that tourist accommodations are covered under three separate ordinances: zoning, the code for tourist accommodations, and the hotel/motel tax. He added that we talked to a company, Host Compliance, who will provide the county, for a fee, with information on who rents out their house in the area.

Jim Graw asked if the company will let you know who's doing this outside of the compliance. He also asked what kind of liability is Fayette County under for permitting this.

Pete Frisina replied that he didn't think any liability. He added that this is the initial stage of refining a tourist accommodation and he will keep working on it.

THE FAYETTE COUNTY PLANNING COMMISSION met on March 15, 2018 at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

6. Discussion of tourist accommodations.

Pete Frisina stated that there are currently three (3) codes in effect to address tourist accommodations. He said under the business section of the county code is a section titled "Tourist Accommodations" which details the permitting process to establish a tourist accommodation. He added that the simple definition of a tourist accommodation is the rental of less than 30 days. He stated that Fayette County has procedures in place for establishing tourist accommodations, but not for controlling it well from a zoning perspective. He said the rental websites don't give you the specific location of the house for rent so we have looked into having a private company perform data mining to determine the locations of houses in Fayette County. He added that for a larger fee the company will tell us how often the location is being rented out. Pete Frisina stated that the target with rentals in the county is less than 30 days. He added that he is talking to Harold Meyers (Chief Marshall) about how to handle tourist accommodation license. He said in speaking with Chief Meyers, they feel partial house rental is better than whole house rental. He stated that if you're in a subdivision partial house rental is ideal, not whole house rental.

Brian Haren asked when is AirBnb identical to a Bed & Breakfast.

Pete Frisina replied that in the websites they are basically the same.

Pete Frisina stated whole house rental in a one acre subdivision isn't what we want. He asked what criteria should be used to determine a partial rental. He also asked where we would consider whole house rental. He suggested starting at one (1) acre and going up to ten (10). He said the Planning Commission could also decide not to do whole house rental. He stated that the tourist accommodations ordinance isn't a good place to regulate this; it should be done through zoning. He further stated that guest houses are allowed in the county, but it's implied you can't turn it into a rental property.

Jim Graw asked what we can do to catch them.

Pete Frisina replied that we have to hire a company to do the data mining.

Brian Haren said we're making rules similar to a Bed & Breakfast, and that there should be a clear distinction between the two.

Pete Frisina stated that under the Bed & Breakfast ordinance you have to be given permission by the State of Georgia to serve food and partial home rentals should not be allowed to serve food unless they meet the A-R Bed and Breakfast conditional use requirements.

Danny England asked what the intent is with hiring the data miners.

Pete Frisina said they will be used to find residents renting homes in Fayette County so they can go through the permit process and pay the hotel/ motel tax. He added that we don't want guest homes used for tenant space.

Danny England stated that if you're in the market for a whole house it's probably for longer than 30 days.

Jim Graw asked if partial home rental means limiting the number of rooms rented.

Pete Frisina said we could limit the number of rooms and the owner living in the house would determine if it's a partial rental

Brian Haren stated that he liked the idea of the property owner being on site.

No action was taken on this item and the discussion will be continued at a future meeting.

Redline Version**Sec. 110-3. - Definitions.**

Banquet hall/event facility means a facility which is rented by individuals or groups to accommodate private functions including, but not limited to: banquets, parties, meetings, weddings and/or wedding receptions, anniversaries, and other similar assemblies celebrations.

Hotel means a building in which overnight accommodations are provided to the public and the innkeeper. The term "hotel" includes the term "bed and breakfast inn" and "motel".

Sec. 110-142. - O-I, Office-Institutional District. (b) Permitted principal uses and structures.**(4) Banquet hall/event facility;****Sec. 110-142. - O-I, Office-Institutional District. (d) Conditional uses.**~~(3) Bed and breakfast inn~~**Sec. 110-143. - C-C, Community Commercial District. (b) Permitted uses.**

(7) Banquet hall/event facility;

Sec. 110-144. - C-H, Highway Commercial District. (b) Permitted uses.

(9) Banquet hall/event facility;

Sec. 110-144. - C-H, Highway Commercial District. (d) Conditional uses.~~(6) Bed and breakfast inn,~~**Sec. 110-169. - Conditional use approval. (2) Conditional uses allowed.**

g. *A-R wedding/event facility*. The facility shall be utilized for private and public weddings and events by a third party who provides some form of consideration to the owner or his/her agent. The facility shall not be utilized for concerts, sporting events, or vehicle racing. A horse show, rodeo, carnival, community fair, and/or religious tent meeting shall also be allowed as regulated in this article and this section and the most restrictive conditions shall apply. Allowed in the A-R zoning district.

1. Minimum lot size: fifteen acres.
2. These facilities shall not be permitted on a lot which accesses a road designated as an internal local road by the county thoroughfare plan and/or the county engineer.
3. Facilities which access an unpaved county-maintained road are limited to 12 weddings/events per calendar year. A wedding/event permit from the planning and zoning department is required prior to holding the wedding/event.
4. A minimum 100 foot setback shall separate all buildings and areas utilized for weddings and events from any abutting residential zoning district. Otherwise all buildings and areas utilized for weddings and events shall meet the minimum A-R setbacks.

5. Adequate off-street parking shall be required and a 50-foot setback shall separate parking areas from any abutting residential zoning district. A prepared surface is not required for the parking areas. However, any parking area with a prepared surface shall comply with Article VIII. Off-street parking and service requirements of the development regulations and must be depicted on a sketch, drawn to scale on a survey of the lot. Grassed and gravel parking areas shall be exempt from nonresidential development landscape requirements of the county development regulations. The following is required for gravel parking areas:
 - (i) Exterior and interior parking aisles shall be terminated at both ends by a landscape island.
 - (ii) Landscape islands shall be provided for each 150 feet of continuous parking length.
 - (iii) One canopy tree, six feet high at planting, is required per landscape island.

Paved parking areas shall meet ~~the nonresidential development landscape requirements Article V. - Nonresidential development landscape requirements~~ of the county development regulations.
6. Hours of operation for weddings and events shall be between the hours of 9:00 a.m. and 10:00 p.m. on weekdays and 9:00 a.m. and 11:00 p.m. on weekends. These hours of operation shall not limit the setup and cleanup time before and after the wedding or event.
7. All structures utilized for weddings and events shall meet all applicable building and fire codes.
8. Sanitation facilities shall be approved by the environmental health department.
9. Food service shall meet all state and local requirements.
10. Tourist accommodations shall not be allowed in conjunction with an A-R wedding and event facility ~~with exception of an A-R Bed and Breakfast Inn that is compliant with Sec. 110-169 and County Code, Chapter 8, Article VI, Tourist Accommodations.~~
11. Tents shall require county fire marshal approval, as applicable.
12. A site plan meeting the full requirements of the county development regulations is not required. A sketch, drawn to scale on a survey of the lot depicting all existing buildings and specific areas utilized for weddings and events shall be required. The survey shall also depict FEMA and MNGWPD floodplain and elevations, and watershed protection buffers and setbacks as applicable. In the event that 5,000 or more square feet of impervious surface is added in conjunction with a wedding and event facility, a site plan compliant with stormwater requirements of the county development regulations shall be required. The site will be exempt from the nonresidential development landscape requirements and tree retention, protection, and replacement of the county development regulations. A site located on a state route shall comply with the applicable transportation corridor overlay zone (Sec. [110-173](#)) with the exception of the architectural standards.

~~J. Bed and breakfast inn. Allowed in the C-H and O-J zoning districts.~~

- ~~1. The bed and breakfast inn shall be limited to no more than ten guestrooms. Maximum permitted capacity shall be set by the Fayette County Health Department and/or Fayette County Fire Marshal, as applicable.~~

- ~~2. The operator of the bed and breakfast inn shall be a full-time resident of the structure in which the bed and breakfast inn is housed.~~
- ~~3. These facilities shall meet the requirements of the County Code, Chapter 8, Article VI, Tourist Accommodations.~~

Clean Version**Sec. 110-3. - Definitions.**

Banquet hall/event facility means a facility which is rented by individuals or groups to accommodate private functions including, but not limited to: banquets, parties, meetings, weddings and/or wedding receptions, anniversaries, and other similar assemblies.

Hotel means a building in which overnight accommodations are provided to the public and the innkeeper. The term "hotel" includes the term "bed and breakfast inn" and "motel".

Sec. 110-142. - O-I, Office-Institutional District. (b) Permitted principal uses and structures.

(4) Banquet hall/event facility;

Sec. 110-142. - O-I, Office-Institutional District. (d) Conditional uses.

(Note - (3) Bed and breakfast inn is being deleted from the list of Conditional Uses so the list will need to be renumbered)

Sec. 110-143. - C-C, Community Commercial District. (b) Permitted uses.

(7) Banquet hall/event facility;

Sec. 110-144. - C-H, Highway Commercial District. (b) Permitted uses.

(9) Banquet hall/event facility;

Sec. 110-144. - C-H, Highway Commercial District. (d) Conditional uses.

(Note - (6) Bed and breakfast inn is being deleted from the list of Conditional Uses so the list will need to be renumbered)

Sec. 110-169. - Conditional use approval. (2) Conditional uses allowed.

g. *A-R wedding/event facility.* The facility shall be utilized for private and public weddings and events by a third party who provides some form of consideration to the owner or his/her agent. The facility shall not be utilized for concerts, sporting events, or vehicle racing. A horse show, rodeo, carnival, community fair, and/or religious tent meeting shall also be allowed as regulated in this article and this section and the most restrictive conditions shall apply. Allowed in the A-R zoning district.

1. Minimum lot size: fifteen acres.
2. These facilities shall not be permitted on a lot which accesses a road designated as an internal local road by the county thoroughfare plan and/or the county engineer.
3. Facilities which access an unpaved county-maintained road are limited to 12 weddings/events per calendar year. A wedding/event permit from the planning and zoning department is required prior to holding the wedding/event.

4. A minimum 100 foot setback shall separate all buildings and areas utilized for weddings and events from any abutting residential zoning district. Otherwise all buildings and areas utilized for weddings and events shall meet the minimum A-R setbacks.
5. Adequate off-street parking shall be required and a 50-foot setback shall separate parking areas from any abutting residential zoning district. A prepared surface is not required for the parking areas. However, any parking area with a prepared surface shall comply with Article VIII. Off-street parking and service requirements of the development regulations and must be depicted on a sketch, drawn to scale on a survey of the lot. Grassed and gravel parking areas shall be exempt from nonresidential development landscape requirements of the county development regulations. The following is required for gravel parking areas:
 - (i) Exterior and interior parking aisles shall be terminated at both ends by a landscape island.
 - (ii) Landscape islands shall be provided for each 150 feet of continuous parking length.
 - (iii) One canopy tree, six feet high at planting, is required per landscape island.

Paved parking areas shall meet Article V. - Nonresidential development landscape requirements of the county development regulations.
6. Hours of operation for weddings and events shall be between the hours of 9:00 a.m. and 10:00 p.m. on weekdays and 9:00 a.m. and 11:00 p.m. on weekends. These hours of operation shall not limit the setup and cleanup time before and after the wedding or event.
7. All structures utilized for weddings and events shall meet all applicable building and fire codes.
8. Sanitation facilities shall be approved by the environmental health department.
9. Food service shall meet all state and local requirements.
10. Tourist accommodations shall not be allowed in conjunction with an A-R wedding and event facility with exception of an A-R Bed and Breakfast Inn that is compliant with Sec. 110-169 and County Code, Chapter 8, Article VI, Tourist Accommodations.
11. Tents shall require county fire marshal approval, as applicable.
12. A site plan meeting the full requirements of the county development regulations is not required. A sketch, drawn to scale on a survey of the lot depicting all existing buildings and specific areas utilized for weddings and events shall be required. The survey shall also depict FEMA and MNGWPD floodplain and elevations, and watershed protection buffers and setbacks as applicable. In the event that 5,000 or more square feet of impervious surface is added in conjunction with a wedding and event facility, a site plan compliant with stormwater requirements of the county development regulations shall be required. The site will be exempt from the nonresidential development landscape requirements and tree retention, protection, and replacement of the county development regulations. A site located on a state route shall comply with the applicable transportation corridor overlay zone (Sec. [110-173](#)) with the exception of the architectural standards.

(Note - j. Bed and breakfast inn. Allowed in the C-H and O-J zoning districts is being deleted from the list of Conditional Uses in Sec. 100-169, so the list will need to be reordered)

STATE OF GEORGIA

FAYETTE COUNTY

ORDINANCE

NO. 2018-11

AN ORDINANCE TO AMEND THE ZONING ORDINANCE FOR FAYETTE COUNTY, GEORGIA; TO REVISE PROVISIONS PERTAINING TO BANQUET HALLS, HOTELS, BED AND BREAKFAST INNS AND EVENT FACILITIES; TO PROVIDE FOR SEVERABILITY; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF FAYETTE COUNTY AND IT IS HEREBY ENACTED PURSUANT TO THE AUTHORITY OF THE SAME THAT THE ZONING ORDINANCE OF FAYETTE COUNTY BE AMENDED AS FOLLOWS:

Section 1. By deleting the definitions of “Banquet hall” and “Hotel” from Section 110-3, pertaining to “Definitions”, of Article I of Chapter 110, in their entirety, and by replacing them with new definitions of “Banquet hall/event facility” and “Hotel” in Section 110-3 of Article I of Chapter 110, with said definitions to be inserted alphabetically as appropriate and to be read as follows:

Banquet hall/event facility, means a facility which is rented by individuals or groups to accommodate private functions including, but not limited to: banquets, parties, meetings, weddings and/or wedding receptions, anniversaries, and other similar assemblies.

Hotel, means a building in which overnight accommodations are provided to the public and the innkeeper. The term “hotel” includes the terms “bed and breakfast inn” and “motel”.

Section 2. By renumbering Paragraphs (4) through (18) of Subsection (b) of Section 110-142, pertaining to “O-I, Office-Institutional District”, of Article IV of Chapter 110 as Paragraphs (5) through (19), respectively, and by adding a new Paragraph (4) to Subsection (b) of Section 110-142 of Article IV of Chapter 110, to be numbered and read as follows:

- (4) Banquet hall/event facility;

Section 3. By deleting Paragraph (3) of Subsection (d) of Section 110-142, pertaining to “O-I, Office-Institutional District”, of Article IV of Chapter 110, in its entirety, and by renumbering Paragraphs (4) through (13) of Subsection (d) of Section 110-142 of Article IV of Chapter 110 as Paragraphs (3) through (12), respectively.

Section 4. By deleting Paragraph (7) of Subsection (b) of Section 110-143, pertaining to “C-C, Community Commercial District”, of Article IV of Chapter 110, in its entirety, and by replacing it with a new Paragraph (7) in Subsection (b) of Section 110-143 of Article IV of Chapter 110, to be numbered and read as follows:

- (7) Banquet hall/event facility;

Section 5. By deleting Paragraph (9) of Subsection (b) of Section 110-144, pertaining to “C-H, Highway Commercial District”, of Article IV of Chapter 110, in its entirety, and by replacing it with a new Paragraph (9) in Subsection (b) of Section 110-144 of Article IV of Chapter 110, to be numbered and read as follows:

- (9) Banquet hall/event facility;

Section 6. By deleting Paragraph (6) of Subsection (c) of Section 110-144, pertaining to “C-H, Highway Commercial District”, of Article IV of Chapter 110, in its entirety, and by renumbering Paragraphs (7) through (30) of Subsection (c) of Section 110-144 of Article IV of Chapter 110 as Paragraphs (6) through (29), respectively.

Section 7. By deleting the last sentence of Item 5 of Subparagraph g of Paragraph (2) of Section 110-169, pertaining to “Conditional use approval”, of Article V of Chapter 110, in its entirety, and by replacing it with a new sentence at the end of Item 5 of Subparagraph g of Paragraph (2) of Section 110-169 of Article V of Chapter 110, to be read as follows:

Paved parking areas shall meet Article V, pertaining to “Non-residential development landscape requirements”, of the county development regulations.

Section 8. By deleting Item 10 of Subparagraph g of Paragraph (2) of Section 110-169, pertaining to “Conditional Use Approval”, of Article V of Chapter 110, in its entirety, and by replacing it with a new Item 10 in Subparagraph g of Paragraph (2) of Section 110-169 of Article V of Chapter 110, to be numbered and read as

follows:

10. Tourist accommodations shall not be allowed in conjunction with an A-R wedding and event facility with exception of an A-R Bed and Breakfast Inn that is compliant with Sec. 110-169 and Article VI, pertaining to “Tourist Accommodations”, of Chapter 8 of the County Code.

Section 9. By deleting Subparagraph j of Paragraph (2) of Section 110-169, pertaining to “Conditional use approval”, of Article V of Chapter 110, in its entirety, and by renumbering Subparagraphs k through zz of Paragraph (2) of Section 110-169 of Article V of Chapter 110 as Subparagraphs j through yy, respectively.

Section 10. This ordinance shall become effective immediately upon its adoption by the Board of Commissioners for Fayette County.

Section 11. All other ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 12. In any event any section, subsection, sentence, clause or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect other sections, subsections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not a part thereof. The Board of Commissioners hereby

declares that it would have passed the remaining parts of this Ordinance if it had known that such part or parts hereof would be declared or adjudged invalid or unconstitutional.

SO ENACTED this _____ day of _____, 2018.

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY

By: _____
Eric K. Maxwell, Chairman

(SEAL)

ATTEST:

Tameca P. White, County Clerk

Approved as to form:

County Attorney

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of Ordinance 2018-12, amendments to Chapter VI. - Tourist Accommodations, Regarding Sec. 8-200. – Definitions, Sec. 8-201. - Permit Required, Sec. 8-202. - Application for Permit, Sec. 8-203. - Issuance of Permit, Sec. 8-208. – Records, Sec. 8-210. - Alterations to Structure and Sign, Sec. 8-211 – Reserved, Sec. 8-212. - Special Events and Sec. 8-213. - Violations.

Background/History/Details:

Staff recommends approval of the amendments.

The Planning Commission recommended approval of the amendments.

Al Gilbert made a motion to recommend approval of the amendments to Chapter VI. - Tourist Accommodations. Jim Graw seconded the motion. The motion passed 4-0. Brian Haren was absent.

What action are you seeking from the Board of Commissioners?

Approval of Ordinance 2018-12, amendments to Chapter VI. - Tourist Accommodations, Regarding Sec. 8-200. – Definitions, Sec. 8-201. - Permit Required, Sec. 8-202. - Application for Permit, Sec. 8-203. - Issuance of Permit, Sec. 8-208. – Records, Sec. 8-210. - Alterations to Structure and Sign, Sec. 8-211 – Reserved, Sec. 8-212. - Special Events and Sec. 8-213. - Violations.

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:

THE FAYETTE COUNTY PLANNING COMMISSION met on October 4, 2018 at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

PUBLIC HEARING

2. Consideration of amendments to Chapter 110. Zoning Ordinance, Regarding Sec. 110-3. – Definitions, Sec. 110-142. - O-I, Office-Institutional District, Sec. 110-143. - C-C, Community Commercial District, Sec. 110-144. - C-H, Highway Commercial District and Sec. Sec. 110-169. - Conditional Use Approval

Pete Frisina discussed the amendments to the zoning ordinance as follows:

Sec. 110-3 – The term “event facility” was added to the definition of banquet hall and the list of typical uses were clarified. The term “bed and breakfast inn” was added to the definition of hotel as the conditional use of a bed and breakfast inn in the O-I and C-H district is being deleted and a bed and breakfast inn will be a permitted use under the definition of “hotel.”

Sec. 110-142 – O-I – Banquet hall/event facility is being added to the list of permitted uses as it relates to the permitted use of a hotel in O-I. Bed and breakfast inn will be deleted as the conditional use and a bed and breakfast inn will be a permitted use under the definition of “hotel.”

Sec. 110-143– C-C – Banquet hall/event facility is being amended to conform to the amended definition of “hotel.”

Sec. 110-144. - C-H - Banquet hall/event facility will be amended to conform to the amended definition of “hotel.” Bed and breakfast inn is being deleted as the conditional use and a bed and breakfast inn will be a permitted use under the definition of “hotel.”

Sec. 110-169. - Conditional use approval - g. A-R wedding/event facility - The Article number for Nonresidential development landscape requirements is added. An A-R Bed and Breakfast Inn that is compliant with Sec. 110-169 and County Code, Chapter 8, Article VI, Tourist Accommodations will be allowed in conjunction with an A-R wedding/event facility. A bed and breakfast inn as a conditional use in O-I and C-H will be deleted.

Jim Graw made a motion to recommend approval of the amendments to Chapter 110. Zoning Ordinance. Al Gilbert seconded the motion. The motion passed 4-0. Brian Haren was absent.

3. Consideration of amendments to Chapter VI. - Tourist Accommodations, Regarding Sec. 8-200. – Definitions, Sec. 8-201. - Permit Required, Sec. 8-202. - Application for Permit, Sec. 8-203. - Issuance of Permit, Sec. 8-208. – Records, Sec. 8-210. - Alterations to Structure and Sign, Sec. 8-211 – Reserved, Sec. 8-212. - Special Events and Sec. 8-213. - Violations.

Pete Frisina discussed the amendments to Chapter VI. - Tourist Accommodations as follows:

Sec. 8-200. – Definitions - A-R is being added to the definition of Bed and Breakfast Inn. New definitions for Bedroom, Guest, and Guestroom are being added. The definition of Special event is clarified. Definitions of Overnight guest, Tourist, and Traveler will be deleted as they are not used in Chapter VI.

Sec. 8-201. - Permit required - this was amended to exclude hotel, campground facilities, or planned retreats and lodges as regulated in non-residential districts. The intent of Chapter VI is regulate tourist accommodations in residences. Regulations for a bed and breakfast inn and operators of tourist accommodation is being moved to a new Sec. 8-211. – Operating regulations.

Sec. 8-202. - Application for permit – Amendments to (7) better clarify the applicable County departments that are involved with tourist accommodations. Number (8) is being amended to specify “as built scaled” plans of the residence. Amendments to (b) are housekeeping.

Sec. 8-203. - Issuance of permit – Amendments to (a) are housekeeping and (c) is deleted to be consistent with similar procedures in the alcohol license background check.

Sec. 8-208. – Records and Sec. 8-209. - Standards for health, sanitation and safety – All amendments are housekeeping.

Sec. 8-210. - Alterations to structure; and signage – These amendment are to remove conflicts with the sign ordinance and specify that signs for tourist accommodation are regulated under the sign ordinance where related amendments are proposed.

Sec. 8-211. –Operating regulations – This new section will contain regulations moved from Sec. 8-201. - Permit required as well as additional new regulations.

Sec. 8-212. - Special events – these amendments are in consort with amendments in the zoning ordinance to allow an A-R bed and breakfast inn in conjunction with an A-R wedding/event facility.

Sec. 8-213. – Violations – This amendment specifies that it is a violation to fail to get a permit under these regulations.

Ingrid Moore Barnes asked if the definition of a bedroom specifies that it is to have a closet and it does not specify a window and would that be in conflict with the Fire Marshal that requires a window in case of emergency egress.

Pete Frisina said the definition does not exclude fire requirements for a window but defines a bedroom mainly in terms of size/dimensions and closets are usually used a characteristic of a bedroom. The purpose is to prevent someone from using a storage room or something similar for a tourist accommodation.

Ingrid Moore Barnes asked what is meant by “as built scaled plans” and is that making an assumption that someone would not build a house specifically for a tourist accommodation in a residential area.

Pete Frisina said if someone is building a new house they would be required to submit building plans. He added that it is anticipated that in most cases this will be taking place in existing homes and if the

house was built after 1982 the County may still have the house plans on file.

Ingrid Moore Barnes said as an owner of an A-R bed and breakfast she supports the amendments as she wants to have a sign and the opportunity to explore the A-R wedding and event facility in conjunction with the bed and breakfast.

Al Gilbert made a motion to recommend approval of the amendments to Chapter VI. - Tourist Accommodations. Jim Graw seconded the motion. The motion passed 4-0. Brian Haren was absent.

4. Consideration of Amendments to Chapter 108 - Signs, Regarding Sec. 108-135. - Residential Freestanding Signs and Sec. 108-161. – Freestanding Signs.

Pete Frisina discussed the amendments to Chapter 108 - Signs as follows:

Sec. 108-135. - Residential freestanding signs – Amendments to (a) specify that signs associated with a tourist accommodation is under this section with the exception of an A-R Bed and Breakfast Inn that is compliant with Sec. 110-169 (see Sec. 108-161).

Sec. 108-161. –Freestanding signs – Amendments include renaming the section to Nonresidential freestanding signs and indicating that signage for an A-R Bed and Breakfast Inn is regulated under this section specifying one (1) free-standing sign not exceeding 35 square feet in area or five feet in height. Sign structures shall not exceed six feet in height. The sign shall not be internally illuminated. The sign shall require a permit.

Al Gilbert made a motion to recommend approval of the amendments to Chapter 108 - Signs. Danny England seconded the motion. The motion passed 4-0. Brian Haren was absent.

THE FAYETTE COUNTY PLANNING COMMISSION met on September 20, 2018 at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

Discussion of tourist accommodations.

Pete Frisina said these are the changes to the ordinances since the last meeting. He stated that there are three sections of the code that address Tourist Accommodations which is the Hotel/Motel Tax, Tourist Accommodations and the Zoning Ordinance and the challenge is to make sure the three sections don't conflict. He added that the changes reflect staff's attempt to eliminate any conflicts. He stated that each guestroom in a Tourist Accommodation will be limited to no more than two (2) guests and this will not include an A-R Bed and Breakfast Inn because their capacity is regulated under the zoning ordinance. He added that the Tourist Accommodation code section will now make reference to the sign ordinance in terms of allowed signage and the sign ordinance will be amended to include sign regulations for a Tourist Accommodation. The Tourist Accommodation code will be applicable to tourist accommodations with the exception of a hotel, campground facility, or planned retreat and lodge as defined and/or regulated in Chapter 110 – Zoning. He said in the zoning ordinance the term “event facility” will be added to the definition

of a “banquet hall.” He added the term “bed and breakfast inn” will be put back into the definition of a “hotel” as a hotel is allowed in nonresidential zoning districts and the conditional use that was created previously for a bed and breakfast inn in a nonresidential zoning district is being deleted. He added that the conditional use for an A-R Wedding and Event Facility will allowed it to be combined with an A-R Bed and Breakfast Inn and both used would need to be fully compliant with all applicable regulations. He said in terms of the sign ordinance, a Tourist Accommodation that is not an A-R Bed and Breakfast Inn would be regulated under the residential portion of the sign ordinance limiting them to six (6) square foot signs and an A-R Bed and Breakfast Inn would be regulated under the nonresidential signs with their own category limiting them to 35 square feet and no internal illumination. He said he would be recommending to the Board of Commissioners a reduction in the permit fee for a Tourist Accommodation and hiring a third party consultant to identify the Tourist Accommodations advertising on-line. He added that he was ready to take these amendments through the public hearing process in October or November once he speaks to the County Administrator.

THE FAYETTE COUNTY PLANNING COMMISSION met on August 16, 2018 at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

1. Discussion of tourist accommodations

Pete Frisina stated staff is working on allowing an A-R Bed and Breakfast Inn in conjunction with an A-R Wedding and Event facility. He said currently Tourist Accommodation are not allowed in conjunction with an A-R Wedding and Event facility so these recommended amendments would allow an A-R Bed and Breakfast Inn on the same property where an A-R Wedding and Event facility has been permitted and the A-R Bed and Breakfast Inn would need to also comply with the conditional use requirements for that use as well. He added that he has reviewed the sign ordinance to allow a tourist accommodation to have a sign which is not allowed under the tourist accommodation code and under the section of the sign ordinance regulating residential signs he proposes to add a section for an A-R Bed and Breakfast Inn allowing a 35 square foot sign which is the same size of a subdivision entrance sign but the sign could not be internally illuminated but external illumination would be allowed. He said he would make sure the tourist accommodation code section is amended to coincide with amendments to the zoning ordinance and sign ordinance.

Al Gilbert recommended that any amendments to the sign ordinance be reviewed by the County Attorney.

Pete Frisina said he would coordinate a review by the County Attorney.

Ingrid Moore Barnes asked if the permit is required for the sign and does the permit have to be annually renewed.

Pete Frisina said it is a onetime sign permit.

Pete Frisina said staff will continue to work on the ordinance amendments.

THE FAYETTE COUNTY PLANNING COMMISSION met on July 19, 2018 at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

2. Discussion of tourist accommodations.

Pete Frisina stated that in the last meeting Dennis Davenport, the Fayette County attorney, was present to discuss tourist accommodations. He said that during the meeting they agreed that the best way to handle the tourist accommodations was to go into the existing ordinance and make some adjustments. He added that Ingrid Barnes brought up the issue of being able to combine A-R Bed and Breakfast with A-R event facility. He stated that under the tourist accommodations ordinance it states that you can't have events, but in A-R Wedding and Event Facility it says that tourist accommodations shall not be allowed in conjunction with an event facility. Pete Frisina asked if the Planning Commission wanted to allow a melding of the two A-R conditional uses.

Brian Haren stated that the concerns about allowing tourist accommodations in conjunction with an event facility were noise, traffic, and the neighbors being negatively impacted. He said the issue now is developing the mechanics of how that would work.

Pete Frisina stated that the A-R event facility is a more intensive use than the Bed & Breakfast. He added that if there is going to be an A-R Bed and Breakfast in conjunction with an A-R Wedding and Event Facility then the minimum lot size should be fifteen (15) acres.

Jim Graw stated that he didn't have a problem changing the ordinance to allow an A-R Wedding and Event Facility in conjunction with the Bed & Breakfast if the site is at least fifteen (15) acres.

Pete Frisina said that the other issue is that the tourist accommodation code states that "no alterations shall be made to the property and signs". He stated that the ordinance was written before tourist accommodations were as prolific as they are now. He said the tourist accommodations code is really applicable in a residential context.

Ingrid Barnes said that in looking at the definitions for home share, house, Bed & Breakfast, and hotel, if the distinction is made between whole house rental and Bed & Breakfast then the whole house rental will likely be in residential areas. She added that she doesn't think the definitions are clear enough.

Danny England asked if the ordinance stipulates whether the sign can be one sided or two sided.

Pete Frisina said it can be two sided. He added that we're now looking at a range of tourist accommodations that now encompass a lot of aspects from different departments. He said that he looking to find the section of the code where tourist accommodations are applicable in a residential context.

Ingrid Barnes stated that differentiating between the types of tourist accommodations would relegate whole house rentals to residential areas, which would likely be less than ten (10) acres.

Danny England said that implementing thresholds would help alleviate some of the confusion with the nuances of tourist accommodations.

THE FAYETTE COUNTY PLANNING COMMISSION met on July 5, 2018 at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

3. Discussion of tourist accommodations.

Pete Frisina stated that he had met with Dennis Davenport and Chief Myers of the Fayette County Code Enforcement how to regulate tourist accommodations.

Dennis Davenport stated that on Adams Road there had been a lot of calls from neighbors about the amount of traffic in the area from tourist accommodations. He said he met with the neighbor to hear their concerns and Fayette County developed some stringent regulations. He said the recent conversation between he, Pete Frisina, and Chief Myers dealt with what they're regulating. He stated that this industry includes utilizing houses for the intended purpose of a house. He stated that identifying these locations is extremely difficult. He said after you identify them, should they pay hotel/ motel tax. He stated that the property may have the intent to be used as a tourist accommodation, but is it actually being used for that. He added that he thinks the data mining service should be used, followed by mailing them a letter, and asking them to come in and register.

Pete Frisina stated that Planning and Zoning and the Planning Commission had been looking at handling tourist accommodations through a zoning approach, but Dennis Davenport thought it should be a code issue.

Dennis Davenport said again, the house is being used for its intended purpose.

Pete Frisina stated that he thinks tourist accommodations should be regulated through the code enforcement section of the code. He added it won't fall under zoning or the Planning Commission, but it would be good to get the Planning Commissions input.

Dennis Davenport replied that we would have to ask ourselves if this impacts zoning at all.

Pete Frisina said one way it affects zoning is by the A-R Bed & Breakfast. He stated that he's asked Ingrid and Claude Barnes to come in and talk about their experience.

Ingrid Barnes stated that their B&B was initially impacted from a zoning perspective because they were zoned R-70, not A-R, which required the property to be rezoned first. She said she went through the tourist accommodations regulations line by line and suggested the definitions be expanded. She noted that *home share and whole house* aren't defined. She also mentioned that they we're restricted to subdivision requirements even though they weren't in a subdivision. She said there's an economic factor that needs to be identified, and that the cost of renting a room and going through the regulations Fayette County imposes would be a deterrent for some people. She further stated that there is also a lot that needs to be done for the safety of the community.

Pete Frisina asked how many acres they have.

Ingrid Barnes replied 19.8.

Jim Graw stated that in terms of what we discussed, Ingrid Barnes' business would be similar to partial house rental. He said he thinks we should put some heavy restrictions on tourist

accommodations because we put heavy restrictions on A-R B&B. He asked what Fayette County's liability would be, if there is any.

Dennis Davenport replied that Fayette County's knowledge is what's important. He said when the County finds out about residents are renting out their homes we can send out letters and diligently follow up. He added that it won't be completely absolved, but we can say we've taken steps to do something.

Bill Beckwith asked if Fayette County would have some liability if the data miner informed them of who is renting.

Dennis Davenport said that the data miners won't tell us they're actually renting their homes just that they have the intent to rent the home. He added that without an admission, the County is just speculating.

Brian Haren stated that the Planning Commission spent months working on the B&B ordinance and some of the concern was protecting the neighboring land owners. He said he doesn't want a B&B in his neighborhood with no knowledge of who is staying there. He added that if this business gets out of hand it could have an effect on property values. He stated that he thinks short term rentals should be regulated strictly or A-R B&B's deregulated.

Ingrid Barnes stated she would be fine with loose regulations on short term one room rentals. She said she just wants the ability to do more with her property such as small scale events.

Brian Haren stated that Ingrid Barnes was engaged in a commercial activity, and so are they people who engage in short term rental. He said it's incumbent to require them to abide by the same rules we required of you.

Jim Graw stated that he thinks the zoning ordinance would be the way to go to regulate tourist accommodations.

Pete Frisina stated that the codes don't impact the Planning Commission.

Al Gilbert asked who enforces the County codes.

Pete Frisina replied code enforcement does.

Al gilbert stated that this could be a costly venture that requires hiring somebody.

Pete Frisina stated that the Board of Commissioners has to determine whether this is something they want to regulate.

Dennis Davenport said the most likely resolution is using the data miners to find the renters and send them the letters to start this process. He added that we have to act based on what we know, not what we suspect.

Jim Graw asked what the basic information was the data miners gave us.

Pete Frisina replied that there was a certain number of sites renting in or close to Fayette County. He said the websites give general, not specific information.

Jim Graw asked what the cost is to utilize the service.

Pete Frisina replied that for unincorporated Fayette County only it is \$4,000. He said he thinks the best bet is to go through the County code pertaining to tourist accommodations and make some changes.

Brian Haren asked if we were meeting with the Board of Commissioners.

Pete Frisina said he didn't think we were ready to discuss anything with them. He suggested they postponed the meeting.

Danny England asked what would be the incentive to come in and get a tourist accommodations permit.

Ingrid Barnes stated that it provides a sense of comfort to people who won't stay with strangers. She added that the regulations imposed will show that tourist accommodations in the area have been legitimized by Fayette County.

THE FAYETTE COUNTY PLANNING COMMISSION met on June 21, 2018 at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

6. Discussion of tourist accommodations.

Pete Frisina stated that section of the code pertaining to tourist accommodations was written in 2014 because house rentals were happening in Fayette County. He said that Chakevia did a survey and the majority of rentals were whole house rentals. He added that the code enforcement department has had two complaints about rentals recently, one being a complaint about strange people and the other was a parking issue. He said Jim Graw spoke with him about developing some parameters, which include

A-R zoning (minimum five (5) acres)

1 to 7 bedrooms

1 to 14 guests maximum

Two (2) to three (3) acre zoning

1 to 5 bedrooms

1 to 10 guests maximum

One (1) acre zoning

1 to 3 bedrooms

1 to 6 guests maximum

No detached structures, recreational vehicles, dining rooms, dens, living rooms, attached remodeled garages or basements are to be used as bedrooms.

The above applies to both whole house and partial house rentals.

Note: Bed and Breakfast Inns are restricted to AR zoning with a minimum of 10 acres, a maximum of 5 guestrooms and a maximum of 10 occupants

Pete Frisina asked the Planning Commission if that range is comfortable.

Jim Graw said keep in mind that partial house rental means the owner is still there so all the bedrooms wouldn't be used. He added whole house rental means all the rooms are available.

Pete Frisina said he liked the idea of not using rooms that aren't traditionally used as bedrooms for rental.

Jim Graw asked if the fire marshal stated whether house rentals would require a sprinkler system.

John Culbreth replied that houses renting three (3) or more rooms would require a sprinkler system.

Brian Haren stated that the Board of Commissioners should be involved. He asked if they feel this is something that should be tightly regulated.

Pete Frisina replied that he feels the issue is citizens feeling like Fayette County is requiring everyone to go through the tourist accommodations procedure. He said he would write a summary of where the Planning Commission is with this situation and ask the Board of Commissioners what they think.

Brian Haren stated that Fayette County is still a residential community. He said he doesn't want to see strangers frequenting his neighborhood. He added that every rental is a direct competitor to Bed & Breakfasts. He stated that Fayette County strictly regulates B&Bs so we should do the same with these short term rentals.

Jim Graw asked what the Fayette County's liability would be if a disaster were to happen with a tourist accommodation.

Pete Frisina stated that we don't know who is operating a tourist accommodation.

Bill Beckwith stated that by using data mining to locate tourist accommodations the County would know what houses are being rented out and then assume liability.

Pete Frisina replied that the County will send out letters once the tourist accommodations have been identified by the data mining asking the property owners to stop operating or register with the County.

THE FAYETTE COUNTY PLANNING COMMISSION met on May 3, 2018 at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

4. Discussion of tourist accommodations.

Pete Frisina stated that Fayette County has ordinances in place for tourist accommodations, but we're making some changes. He added that we've been discussing how to handle tourist accommodations from a zoning perspective. He said we've separated tourist accommodations into three categories: short term whole house rental, short term partial house rental, and A-R Bed and Breakfast Inn (Existing Conditional Use). He stated that *short term whole house rental, tourist accommodation, means the rental of a residence for 30 consecutive days or less where the owner or long term renter of the residence does not reside in the residence during the time of the short term rental; short term partial house rental, tourist accommodation, means the rental of a residence for 30 consecutive days or less where the owner or long term renter of the residence resides in the residence during the time of the short term rental; and bed and breakfast inn shall mean an establishment which serves food to its registered guests and not to the public at large.* He added that he felt short term whole house rental wouldn't be suitable in a subdivision. Pete Frisina stated that the Fayette County Marshal's office handles the tourist accommodations permitting process, but to effectively administer the ordinance the County would need a data miner to provide information on which houses are being rented.

Jimmy Hall stated that the State of Georgia and Fayette County have adopted the Life Safety Code, which is the bare minimum for fire code. He said there is no regulation for B&B's, just a classification for a rooming lodging house and hotel/motel. He stated that a rooming lodging house is classified as having 16 or fewer occupants with no food accommodations. He added that Chapter 26-41 in the Life Safety Code regulations state that new buildings and existing buildings that are modified for a B&B will require an automatic sprinkler system.

Jim Graw asked what the regulations are for not modifying a building.

Jimmy Hall replied that it qualifies as new construction which also requires a sprinkler. He stated that when the occupancy classification is changed it becomes a new use, which has to be brought up to code to meet today's standards. He added that if all rooms at ground level have an exit from the room to outside they don't require a sprinkler. He said ground level means no stairs leading to the outside, it has to be an exit level with the ground.

Al Gilbert asked if a well water house has an effect on a sprinkler system.

Jimmy Hall replied no, the sprinkler has to have an adequate system pumping water.

Brian Haren asked if tourist accommodations required a business license.

Pete Frisina replied no, they need an annual permit to operate.

Jimmy Hall stated that firefighters need some way to work effectively. He said in single family dwellings firefighter expect a single family in the event of a fire.

Brian Haren asked if a B&B has to be sprinkled or have a ground level exit.

Jimmy Hall stated that fire regulations dictate it has to be classified as a B&B, not a single family dwelling renting rooms.

Pete Frisina stated that if we limit the number of guest to three (3) or less the fire marshal won't have to get involved.

Jimmy Hall replied right.

Harold Myers asked what classifies it as a commercial business.

Jimmy Hall replied when they get an occupational tax.

Harold Myers asked if the rooming and lodging house has a time frame.

Jimmy Hall said no, rooming and lodging houses with 16 or fewer on a transit or non-transit basis don't have a time frame.

Brian Haren stated that the definition of rooming lodging house would best fit what we're doing here.

Jimmy Hall stated that the tourist accommodations would have to be classified as a rooming or lodging house for this regulation to apply.

Brian Haren stated that we have to find a way to accommodate the fire code to what we're doing.

Danny England said the Planning Commission can make blanket statement about tourist accommodations or get more specific based on how many people rent.

Jim Graw said if you have more than three (3) occupants you have a lot of hoops to jump through. It may not be cost-effective to do it.

Alfred Dingler stated that fraud is committed every day in Fayetteville, Fayette County, and Peachtree City. He said he's had meetings with Fayetteville, Fayette County, and Peachtree City and he's waiting for them to have the same codes regarding tourist accommodations. He stated that he's looked online and found multiple houses operating without a license.

Brian Haren stated that even though it's in a residential subdivision, not a commercial business, the same level of protection needs to be ensure. He added that Fayette County has a responsibility to ensure tourist accommodations are a safe space.

Pete Frisina said the issue we have now is having the manpower to enforce this; we'll need more people. He added that there's a hotel/motel excise tax which is 3%. He said he's not sure that tax can be used to hire people.

Alfred Dingler said his understanding is that municipalities have the ability to make rules that would provide funding for those positions.

Jim Graw stated that his concern is Fayette County's liability. He said the ordinance needs to be conservative or the County will be liable. He added that he was also concerned about how this would affect the neighbors in the subdivision.

THE FAYETTE COUNTY PLANNING COMMISSION met on April 5, 2018 at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

5. Discussion of tourist accommodations.

Pete Frisina stated that we have a section in the existing regulations under Article six (6) titled Tourist Accommodations, which is not in the zoning ordinance. The definition of tourist accommodations says *a tourist accommodation shall mean any property, facility, or structure providing accommodations for value to the public for not more than 30 consecutive days*. He stated that he looked in the ordinance to find out what would be classified as a tourist accommodation, and under Sec. 110-3. – Definitions:

1. Bed and breakfast inn, A-R, means a bed and breakfast inn allowed as a conditional use in the A-R zoning district.
2. Campground facilities means any lot where two or more recreational vehicles and/or tents (which are normally associated with outdoor camping) are parked and/or erected for short-term occupancy.
3. Hotel means a building in which overnight accommodations are provided to the public and the innkeeper. The term "hotel" includes the term "motel".

Pete Frisina added that the goal is to add Tourist Accommodations to residential zoning districts and allow them on properties zoned non-residential that are being used residentially. Tourist Accommodations are separated into three types:

1. Short term whole house rental
2. Short term partial house rental
3. A-R Bed and Breakfast Inn (Existing Conditional Use).

Brian Haren asked what the definition of partial house rental is.

Pete Frisina replied that it means the rental of a residence for 30 consecutive days or less where the owner or long term renter of the residence resides in the residence during the time of the rental. He added that he was also not in favor of renting guest homes for tourist accommodations.

Danny England asked if a partial rental requires a sprinkler system.

Pete Frisina replied it was a question for the fire marshal. He further added that on a partial house rental he would recommend no more than two rooms be rented out.

Brian Haren asked if we want to regulate the number of times it can be rented each month.

Pete Frisina said he wouldn't be opposed to whole house rental on a lot with more than five (5) acres fronting on a street that's a major thoroughfare.

Jim Graw said economically the sprinkler system is too costly. He added that it may deter people from renting their houses.

Pete Frisina stated that tourist accommodations are covered under three separate ordinances: zoning, the code for tourist accommodations, and the hotel/motel tax. He added that we talked to a company, Host Compliance, who will provide the county, for a fee, with information on who rents out their house in the area.

Jim Graw asked if the company will let you know who's doing this outside of the compliance. He also asked what kind of liability is Fayette County under for permitting this.

Pete Frisina replied that he didn't think any liability. He added that this is the initial stage of refining a tourist accommodation and he will keep working on it.

THE FAYETTE COUNTY PLANNING COMMISSION met on March 15, 2018 at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

6. Discussion of tourist accommodations.

Pete Frisina stated that there are currently three (3) codes in effect to address tourist accommodations. He said under the business section of the county code is a section titled "Tourist Accommodations" which details the permitting process to establish a tourist accommodation. He added that the simple definition of a tourist accommodation is the rental of less than 30 days. He stated that Fayette County has procedures in place for establishing tourist accommodations, but not for controlling it well from a zoning perspective. He said the rental websites don't give you the specific location of the house for rent so we have looked into having a private company perform data mining to determine the locations of houses in Fayette County. He added that for a larger fee the company will tell us how often the location is being rented out. Pete Frisina stated that the target with rentals in the county is less than 30 days. He added that he is talking to Harold Meyers (Chief Marshall) about how to handle tourist accommodation license. He said in speaking with Chief Meyers, they feel partial house rental is better than whole house rental. He stated that if you're in a subdivision partial house rental is ideal, not whole house rental.

Brian Haren asked when is AirBnb identical to a Bed & Breakfast.

Pete Frisina replied that in the websites they are basically the same.

Pete Frisina stated whole house rental in a one acre subdivision isn't what we want. He asked what criteria should be used to determine a partial rental. He also asked where we would consider whole house rental. He suggested starting at one (1) acre and going up to ten (10). He said the Planning Commission could also decide not to do whole house rental. He stated that the tourist accommodations ordinance isn't a good place to regulate this; it should be done through zoning. He further stated that guest houses are allowed in the county, but it's implied you can't turn it into a rental property.

Jim Graw asked what we can do to catch them.

Pete Frisina replied that we have to hire a company to do the data mining.

Brian Haren said we're making rules similar to a Bed & Breakfast, and that there should be a clear distinction between the two.

Pete Frisina stated that under the Bed & Breakfast ordinance you have to be given permission by the State of Georgia to serve food and partial home rentals should not be allowed to serve food unless they meet the A-R Bed and Breakfast conditional use requirements.

Danny England asked what the intent is with hiring the data miners.

Pete Frisina said they will be used to find residents renting homes in Fayette County so they can go through the permit process and pay the hotel/ motel tax. He added that we don't want guest homes used for tenant space.

Danny England stated that if you're in the market for a whole house it's probably for longer than 30 days.

Jim Graw asked if partial home rental means limiting the number of rooms rented.

Pete Frisina said we could limit the number of rooms and the owner living in the house would determine if it's a partial rental

Brian Haren stated that he liked the idea of the property owner being on site.

No action was taken on this item and the discussion will be continued at a future meeting.

Redline Version

Sec. 8-200. - Definitions.

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

A-R Bed and Breakfast Inn shall mean an establishment which serves food to its registered guests and not to the public at large. This term shall include establishments serving breakfast or a similar early morning meal and an appropriate light snack in which the price of the food is included in the price of the overnight accommodation. The length of stay for an A-R Bed and Breakfast Inns as defined is limited to not more than 30 consecutive days. For the purposes of this article, this term shall mean an establishment in which the predominant relationship between the occupants thereof and the owner or operator of the establishment is that of guest and innkeeper.

Bedroom shall mean an attached room which is intended, arranged, or designed to be occupied by one or more persons primarily for sleeping purposes and shall have an area of not less than 70 square feet or be less than seven (7) feet in any dimension with a closet opening on it or within it.

County shall mean unincorporated Fayette County, Georgia.

Guest shall mean anyone who has a home address somewhere other than where he or she is spending the night and other than where he or she pays a fee for accommodations.

Guestroom means a room occupied or intended, arranged or designed for occupancy by one or more occupants and used for that purpose and where overnight occupancy is allowed.

Innkeeper shall mean any person who is furnishing for value to the public any room(s), lodging, or accommodations.

Occupancy, transient shall mean occupancy or use by a paying guest or tenant for a period of ~~less~~ **not more** than 30 consecutive days or by the offering or advertising of a residence as being available in whole or in part to be used for such occupancy. Such occupancy is characteristic of tourist accommodations or other establishments, by whatever name called.

Operator shall mean any person operating a tourist accommodation (as defined in this section) in unincorporated Fayette County, including but not limited to the owner or proprietor of the premises, lessee, sub-lessee, lender in possession, or any other person otherwise operating a tourist accommodation.

~~*Overnight guest* shall have the same meaning as the term "tourist".~~

Premises shall mean and include all physical buildings, appurtenances, parking lots, and all property owned and/or used by and for the tourist accommodation.

Special event or private function shall mean an organized activity for profit or non-profit having as its purpose entertainment, recreation and/or education, including but not limited to a festival, party, reception, celebration or assembly. ~~occasion such as a social function (ie. wedding, reception, reunion, retreat, meeting, etc.)~~

~~*Tourist* shall mean anyone who has a home address somewhere other than where he or she is spending the night and other than where he or she pays a fee for accommodations.~~

Tourist accommodation shall mean any property facility, or structure providing accommodations for value to the public for not more than 30 consecutive days

~~*Traveler* shall have the same meaning as the term "tourist".~~

(Ord. No. 2014-08, § 1, 4-24-2014; Ord. No. 2017-06, § 1, 3-23-2017)

Sec. 8-201. - Permit required.

- (a) Every person engaging in or about to engage in business as an operator of a tourist accommodation, ~~excluding a hotel, campground facility, or planned retreat and lodge as defined and/or regulated in Chapter 110 – Zoning, in the county~~ shall immediately apply for a permit and obtain approval for the business with code enforcement on the forms provided by the same for such business. Persons engaged in such business must ~~obtain~~ apply for a permit no later than 30 days after this section becomes effective; but such grace period for registration after the effective date of this section shall not relieve any person from the obligation of payment or collection of such permit fee on and after the date of imposition thereof. The required permit hereunder shall set forth the name under which the operator transacts business, and other such information as would be required by code enforcement. The permit application shall be signed by the owner if a natural person, by a member or partner in case of ownership by partnership, or an officer in the case of corporation.
- (b) A separate permit will be required for each individual location of ~~business a tourist accommodation.~~
- ~~(c) A bed and breakfast inn shall be permitted subject to the following:~~
- ~~(1) No food preparation, except beverages, is permitted within individual guest rooms.~~
 - ~~(2) Meal service may be provided to registered guests and not open to the public.~~
 - ~~(3) Reserved.~~
 - ~~(4) Reserved.~~
- ~~(d) Operators of tourist accommodations shall be permitted to serve food to guests for sale or otherwise, provided they obtain all state and local permits for the operation of a food service establishment and comply with all state and local rules and regulations for the operation of food service establishments.~~

(Ord. No. 2014-08, § 1, 4-24-2014; Ord. No. 2017-06, §§ 2, 3, 3-23-2017)

Sec. 8-202. - Application for permit.

- (a) Each person seeking to obtain a permit to operate a tourist accommodation shall submit an application to code enforcement on a form provided by the same. Said application shall include:
- (1) A statement that each applicant is a citizen or legal resident of the United States;
 - (2) The address of the tourist accommodation;
 - (3) The current set room rates and fees;
 - (4) Consent by each applicant to undergo a criminal background check;
 - (5) Complete set of fingerprints for the applicant(s) taken by the county sheriff's office;
 - (6) A copy of a deed showing the applicant to be the owner of the premises for which the permit is sought or a copy of a lease showing any interest the owner of the premises has in the tourist accommodation for which the license is sought;
 - (7) All state and local permits pertaining to the operation of tourist accommodations, including approvals, ~~as applicable, from~~ Fayette County Environmental Health Department, ~~and~~ Fayette County Fire Marshal ~~as to maximum permitted capacity, approvals by the~~ Fayette County Planning & Zoning Department ~~as to zoning of the premises,~~ and ~~approvals of the~~ Fayette County Building Safety Permits & Inspections Department ~~as to compliance with all property maintenance and building codes;~~

- (8) ~~Certified As built scaled~~ plans of the ~~property and~~ structure;
 - (9) Copy of the guest occupancy agreement as required by O.C.G.A. § 43-21-3.2;
 - (10) Documents showing compliance with state and local occupation taxes, excise taxes and sales taxes; and
 - (11) Any other information as required by code enforcement or the board of commissioners.
- (b) All applications for a permit to operate a tourist accommodation shall be accompanied by the payment of ~~a permit applicable~~ fees as set in a schedule of fees adopted by the board of commissioners.

(Ord. No. 2014-08, § 1, 4-24-2014; Ord. No. 2017-06, § 2, 3-23-2017; Ord. No. 2018-05, § 1, 3-22-2018)

Sec. 8-203. - Issuance of permit.

- (a) Upon approval of the application for the permit and the timely payment of the ~~applicable~~ fees, code enforcement shall issue the appropriate permit for the year in which approval was granted.
- (b) No permit shall be issued for any tourist accommodation where any individual having interest either as an operator, owner, partner, principal stockholder, or licensee, whether such interest is direct or indirect, or beneficial or absolute, has been convicted or has taken a plea of nolo contendere within five years for a felony or any crime involving moral turpitude, or has been convicted or has taken a plea of nolo contendere within two years for any misdemeanor of any state or of the United States or any municipal or county ordinance which would have any effect on the applicant's ability to properly conduct such business, except traffic offenses. The term "conviction" as used in this section shall include adjudication of guilty plea, plea of nolo contendere or forfeiture of a bond when charged with a crime.
- (c) ~~The board of commissioners may, on appeal, waive any conviction as a disqualification if it finds that it would have no material effect upon the applicant's ability to properly conduct its business if such license were granted.~~

(Ord. No. 2014-08, § 1, 4-24-2014; Ord. No. 2017-06, § 2, 3-23-2017; Ord. No. 2018-05, § 2, 3-22-2018)

Sec. 8-204. - Annual renewal of permits.

All permits issued pursuant to this article are annual permits that run from January 1 to December 31 of each year. Holders of existing permits in good standing shall apply to code enforcement for renewal for the next calendar year by filing a renewal application in proper form and tendering the required fees. Fees for renewal of permits shall be according to a schedule of fees adopted by the board of commissioners.

(Ord. No. 2014-08, § 1, 4-24-2014)

Sec. 8-205. - Transfer of permits.

No permit issued pursuant to this article shall be transferred from one owner to another. Any violation of this section shall constitute due cause for probation, suspension, or revocation of the permit.

(Ord. No. 2014-08, § 1, 4-24-2014; Ord. No. 2018-05, § 3, 3-22-2018)

Sec. 8-206. - Display of permit.

Every holder of a permit issued pursuant to this article shall keep such permit conspicuously displayed at all places where such business is conducted.

(Ord. No. 2014-08, § 1, 4-24-2014)

Sec. 8-207. - Revocation of permit.

- (a) *Grounds.* Any permit issued pursuant to this article may be revoked by the board of commissioners, after notice and hearing, for any of the following causes:
- (1) Any fraud, misrepresentation or false statement contained in the application for the permit;
 - (2) Any fraud, misrepresentation or false statement made in connection with any transaction;
 - (3) Any violation of this article; or
 - (4) The conducting of the business permitted under this article in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health safety or general welfare of the public.
- (b) *Hearing.*
- (1) Notice of hearing for the revocation of a permit issued pursuant to this article shall be given by the county administrator in writing, setting forth specifically the grounds of the complaint and the time and place of the hearing. The notice shall be served on the holder of the permit by handing the same personally to the person operating the permitted business, or by mailing the same, postage prepaid, to the holder of the permit at his or her last known address at least five days prior to the date set out for the hearing.
 - (2) The giving of such notice shall suspend the permit pending the outcome of the hearing, and any business conducted under the permit shall cease during said period of suspension.

(Ord. No. 2014-08, § 1, 4-24-2014)

Sec. 8-208. - Records.

Each operator of a tourist accommodation is required to keep a guest register. Each guest shall register on the date of their arrival, stating their names, current residence, address and description and license plate number of the vehicle they are using. Each operator of a tourist accommodation shall keep for a period of at least three years the above-described register, along with all records, receipts, invoices and other pertinent papers setting forth rental charged for each occupancy, the date or dates of occupancy, and such other information as required by code enforcement. Said records shall be made available for examination by code enforcement, the county **environmental** health department, or any authorized law enforcement agency.

(Ord. No. 2014-08, § 1, 4-24-2014; Ord. No. 2017-06, § 2, 3-23-2017)

Sec. 8-209. - Standards for health, sanitation and safety.

- (a) All operators of tourist accommodations shall comply with all rules and regulations promulgated by the Georgia Department of Public Health and the Fayette County **Environmental** Health Department for the operation of tourist accommodations.
- (b) Toilet, lavatory and bathing facilities shall be provided at all tourist accommodations. Such facilities shall be easily accessible, convenient and available to patrons at all times and operated pursuant to all applicable rules and regulations promulgated by the Georgia Department of Public Health and the Fayette County **Environmental** Health Department.

- (c) Public sewer is not available in unincorporated Fayette County, therefore sewage disposal shall be provided to efficiently dispose of all water carried wastes in a sanitary manner pursuant to all applicable rules and regulations promulgated by the Georgia Department of Public Health and the Fayette County **Environmental** Health Department.
- (d) All plumbing in tourist accommodations shall comply with all applicable state and local rules and regulations.

(Ord. No. 2014-08, § 1, 4-24-2014; Ord. No. 2017-06, § 2, 3-23-2017)

Sec. 8-210. - Alterations to structure; ~~and~~ signage.

No exterior alterations may be made to a residence to indicate that it is being used as a tourist accommodation. **Signage for a tourist accommodation is regulated in Chapter 108.**

(Ord. No. 2014-08, § 1, 4-24-2014)

Sec. 8-211. —~~Reserved Operating regulations.~~

- (a) An A-R Bed and Breakfast Inn shall be permitted subject to the following:
 - (1) The A-R Bed and Breakfast Inn is compliant with Chapter 110 – Zoning, Sec. 110-169.
 - 2) Meal service may be provided to registered guests only provided that all state and local rules and regulations for the operation of food service establishments are complied with and all state and local permits for the operation of a food service establishment are obtained.
 - (3) No food preparation, except beverages, is permitted within individual guestrooms.
- (b) Operators of tourist accommodations, other than operators of an A-R Bed and Breakfast Inn, shall not be permitted to serve food to guests for sale or otherwise and no food preparation, except beverages, is permitted within individual guestrooms.
- (c) No detached structures or recreational vehicles shall be used as a tourist accommodation.
- (d) Only a bedroom shall be used as a guestroom.
- (e) No more than two guests shall be allowed per guestroom with the exception of an A-R Bed and Breakfast that is compliant with Sec. 110-169.

Editor's note— Ord. No. 2017-06, § 4, adopted March 23, 2017, repealed § 8-211, which pertained to parking and derived from Ord. No. 2014-08, § 1, 4-24-2014.

Sec. 8-212. - Special events.

Special events ~~or private functions~~ are not permitted at tourist accommodations ~~located in a residential or A-R zoning district~~ with the exception of an A-R wedding/event facility that is compliant with Chapter 110. Zoning, Sec. 110-169. that contains an A-R Bed and Breakfast that is compliant with Sec. 110-169.

(Ord. No. 2014-08, § 1, 4-24-2014; Ord. No. 2017-06, § 5, 3-23-2017)

Sec. 8-213. - Violations.

- (a) It shall be unlawful for any operator to commit any of the following acts:

- (1) Failure to obtain a permit as required under Article VI;
 - (2) Fail to keep the guest register and any other records required by this article for the time period so specified;
 - (23) Make any false entry therein;
 - (34) Falsify, obliterate, destroy or remove from his or her place of business such register or records;
 - (-4-5) Refuse to allow any duly authorized law enforcement officer after proper identification to inspect such register or records during the ordinary hours of business or at other reasonable time; or
 - (56) Fail to obtain from any guest the identification required by this article.
- (b) Any person violating any provision of this article shall be subject to a fine not exceeding \$1,000.00 and costs or to imprisonment for a term not exceeding 60 days, or to both such fine and imprisonment, any or all of such penalties to be imposed at the discretion of the judge. The infliction of a penalty under the provisions of this section shall not prevent the revocation of any permit or the taking of other punitive or remedial action where called for or permitted under the provisions of this Code.

(Ord. No. 2014-08, § 1, 4-24-2014)

Secs. 8-214—240. - Reserved.

Clean Version

Sec. 8-200. - Definitions.

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

A-R Bed and Breakfast Inn shall mean an establishment which serves food to its registered guests and not to the public at large. This term shall include establishments serving breakfast or a similar early morning meal and an appropriate light snack in which the price of the food is included in the price of the overnight accommodation. The length of stay for an A-R Bed and Breakfast Inns as defined is limited to not more than 30 consecutive days. For the purposes of this article, this term shall mean an establishment in which the predominant relationship between the occupants thereof and the owner or operator of the establishment is that of guest and innkeeper.

Bedroom shall mean an attached room which is intended, arranged, or designed to be occupied by one or more persons primarily for sleeping purposes and shall have an area of not less than 70 square feet or be less than seven (7) feet in any dimension with a closet opening on it or within it.

County shall mean unincorporated Fayette County, Georgia.

Guest shall mean anyone who has a home address somewhere other than where he or she is spending the night and other than where he or she pays a fee for accommodations.

Guestroom means a room occupied or intended, arranged or designed for occupancy by one or more occupants and used for that purpose and where overnight occupancy is allowed.

Innkeeper shall mean any person who is furnishing for value to the public any room(s), lodging, or accommodations.

Occupancy, transient shall mean occupancy or use by a paying guest or tenant for a period of not more than 30 consecutive days or by the offering or advertising of a residence as being available in whole or in part to be used for such occupancy. Such occupancy is characteristic of tourist accommodations or other establishments, by whatever name called.

Operator shall mean any person operating a tourist accommodation (as defined in this section) in unincorporated Fayette County, including but not limited to the owner or proprietor of the premises, lessee, sub-lessee, lender in possession, or any other person otherwise operating a tourist accommodation.

Premises shall mean and include all physical buildings, appurtenances, parking lots, and all property owned and/or used by and for the tourist accommodation.

Special event or private function shall mean an organized activity for profit or non-profit having as its purpose entertainment, recreation and/or education, including but not limited to a festival, party, reception, celebration or assembly.

Tourist accommodation shall mean any property facility, or structure providing accommodations for value to the public for not more than 30 consecutive days

(Ord. No. 2014-08, § 1, 4-24-2014; Ord. No. 2017-06, § 1, 3-23-2017)

Sec. 8-201. - Permit required.

- (a) Every person engaging in or about to engage in business as an operator of a tourist accommodation, excluding a hotel, campground facility, or planned retreat and lodge as defined and/or regulated in Chapter 110 – Zoning, shall immediately apply for a permit and obtain approval for the business with code enforcement on the forms provided by the same for such business.

Persons engaged in such business must apply for a permit no later than 30 days after this section becomes effective; but such grace period for registration after the effective date of this section shall not relieve any person from the obligation of payment or collection of such permit fee on and after the date of imposition thereof. The required permit hereunder shall set forth the name under which the operator transacts business, and other such information as would be required by code enforcement. The permit application shall be signed by the owner if a natural person, by a member or partner in case of ownership by partnership, or an officer in the case of corporation.

- (b) A separate permit will be required for each individual location of a tourist accommodation.

(Ord. No. 2014-08, § 1, 4-24-2014; Ord. No. 2017-06, §§ 2, 3, 3-23-2017)

Sec. 8-202. - Application for permit.

- (a) Each person seeking to obtain a permit to operate a tourist accommodation shall submit an application to code enforcement on a form provided by the same. Said application shall include:
- (1) A statement that each applicant is a citizen or legal resident of the United States;
 - (2) The address of the tourist accommodation;
 - (3) The current set room rates and fees;
 - (4) Consent by each applicant to undergo a criminal background check;
 - (5) Complete set of fingerprints for the applicant(s) taken by the county sheriff's office;
 - (6) A copy of a deed showing the applicant to be the owner of the premises for which the permit is sought or a copy of a lease showing any interest the owner of the premises has in the tourist accommodation for which the license is sought;
 - (7) All state and local permits pertaining to the operation of tourist accommodations, including approvals, as applicable, from Fayette County Environmental Health Department, Fayette County Fire Marshal, Fayette County Planning & Zoning Department and Fayette County Building Safety Department;
 - (8) As built scaled plans of the structure;
 - (9) Copy of the guest occupancy agreement as required by O.C.G.A. § 43-21-3.2;
 - (10) Documents showing compliance with state and local occupation taxes, excise taxes and sales taxes; and
 - (11) Any other information as required by code enforcement or the board of commissioners.
- (b) All applications for a permit to operate a tourist accommodation shall be accompanied by the payment of applicable fees as set in a schedule of fees adopted by the board of commissioners.

(Ord. No. 2014-08, § 1, 4-24-2014; Ord. No. 2017-06, § 2, 3-23-2017; Ord. No. 2018-05, § 1, 3-22-2018)

Sec. 8-203. - Issuance of permit.

- (a) Upon approval of the application for the permit and the timely payment of the applicable fees, code enforcement shall issue the appropriate permit for the year in which approval was granted.
- (b) No permit shall be issued for any tourist accommodation where any individual having interest either as an operator, owner, partner, principal stockholder, or licensee, whether such interest is direct or indirect, or beneficial or absolute, has been convicted or has taken a plea of nolo contendere within five years for a felony or any crime involving moral turpitude, or has been convicted or has taken a plea of nolo contendere within two years for any misdemeanor of any state or of the United States or any municipal or county ordinance which would have any effect on the applicant's ability to properly conduct such business, except traffic offenses. The term "conviction" as used in this section shall

include adjudication of guilty plea, plea of nolo contendere or forfeiture of a bond when charged with a crime.

(Ord. No. 2014-08, § 1, 4-24-2014; Ord. No. 2017-06, § 2, 3-23-2017; Ord. No. 2018-05, § 2, 3-22-2018)

Sec. 8-204. - Annual renewal of permits.

All permits issued pursuant to this article are annual permits that run from January 1 to December 31 of each year. Holders of existing permits in good standing shall apply to code enforcement for renewal for the next calendar year by filing a renewal application in proper form and tendering the required fees. Fees for renewal of permits shall be according to a schedule of fees adopted by the board of commissioners.

(Ord. No. 2014-08, § 1, 4-24-2014)

Sec. 8-205. - Transfer of permits.

No permit issued pursuant to this article shall be transferred from one owner to another. Any violation of this section shall constitute due cause for probation, suspension, or revocation of the permit.

(Ord. No. 2014-08, § 1, 4-24-2014; Ord. No. 2018-05, § 3, 3-22-2018)

Sec. 8-206. - Display of permit.

Every holder of a permit issued pursuant to this article shall keep such permit conspicuously displayed at all places where such business is conducted.

(Ord. No. 2014-08, § 1, 4-24-2014)

Sec. 8-207. - Revocation of permit.

(a) *Grounds.* Any permit issued pursuant to this article may be revoked by the board of commissioners, after notice and hearing, for any of the following causes:

- (1) Any fraud, misrepresentation or false statement contained in the application for the permit;
- (2) Any fraud, misrepresentation or false statement made in connection with any transaction;
- (3) Any violation of this article; or
- (4) The conducting of the business permitted under this article in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health safety or general welfare of the public.

(b) *Hearing.*

- (1) Notice of hearing for the revocation of a permit issued pursuant to this article shall be given by the county administrator in writing, setting forth specifically the grounds of the complaint and the time and place of the hearing. The notice shall be served on the holder of the permit by handing the same personally to the person operating the permitted business, or by mailing the same, postage prepaid, to the holder of the permit at his or her last known address at least five days prior to the date set out for the hearing.
- (2) The giving of such notice shall suspend the permit pending the outcome of the hearing, and any business conducted under the permit shall cease during said period of suspension.

(Ord. No. 2014-08, § 1, 4-24-2014)

Sec. 8-208. - Records.

Each operator of a tourist accommodation is required to keep a guest register. Each guest shall register on the date of their arrival, stating their names, current residence, address and description and license plate number of the vehicle they are using. Each operator of a tourist accommodation shall keep for a period of at least three years the above-described register, along with all records, receipts, invoices and other pertinent papers setting forth rental charged for each occupancy, the date or dates of occupancy, and such other information as required by code enforcement. Said records shall be made available for examination by code enforcement, the county environmental health department, or any authorized law enforcement agency.

(Ord. No. 2014-08, § 1, 4-24-2014; Ord. No. 2017-06, § 2, 3-23-2017)

Sec. 8-209. - Standards for health, sanitation and safety.

- (a) All operators of tourist accommodations shall comply with all rules and regulations promulgated by the Georgia Department of Public Health and the Fayette County Environmental Health Department for the operation of tourist accommodations.
- (b) Toilet, lavatory and bathing facilities shall be provided at all tourist accommodations. Such facilities shall be easily accessible, convenient and available to patrons at all times and operated pursuant to all applicable rules and regulations promulgated by the Georgia Department of Public Health and the Fayette County Environmental Health Department.
- (c) Public sewer is not available in unincorporated Fayette County, therefore sewage disposal shall be provided to efficiently dispose of all water carried wastes in a sanitary manner pursuant to all applicable rules and regulations promulgated by the Georgia Department of Public Health and the Fayette County Environmental Health Department.
- (d) All plumbing in tourist accommodations shall comply with all applicable state and local rules and regulations.

(Ord. No. 2014-08, § 1, 4-24-2014; Ord. No. 2017-06, § 2, 3-23-2017)

Sec. 8-210. - Alterations to structure; signage.

No exterior alterations may be made to a residence to indicate that it is being used as a tourist accommodation. Signage for a tourist accommodation is regulated in Chapter 108.

(Ord. No. 2014-08, § 1, 4-24-2014)

Sec. 8-211. Operating regulations.

- (a) An A-R Bed and Breakfast Inn shall be permitted subject to the following:
 - (1) The A-R Bed and Breakfast Inn is compliant with Chapter 110 – Zoning, Sec. 110-169.
 - (2) Meal service may be provided to registered guests only provided that all state and local rules and regulations for the operation of food service establishments are complied with and all state and local permits for the operation of a food service establishment are obtained.
 - (3) No food preparation, except beverages, is permitted within individual guestrooms.

- (b) Operators of tourist accommodations, other than operators of an A-R Bed and Breakfast Inn, shall not be permitted to serve food to guests for sale or otherwise and no food preparation, except beverages, is permitted within individual guestrooms.
- (c) No detached structures or recreational vehicles shall be used as a tourist accommodation.
- (d) Only a bedroom shall be used as a guestroom.
- (e) No more than two guests shall be allowed per guestroom with the exception of an A-R Bed and Breakfast that is compliant with Sec. 110-169.

Editor's note— Ord. No. 2017-06, § 4, adopted March 23, 2017, repealed § 8-211, which pertained to parking and derived from Ord. No. 2014-08, § 1, 4-24-2014.

Sec. 8-212. - Special events.

Special events or private functions are not permitted at tourist accommodations with the exception of an A-R wedding/event facility that is compliant with Chapter 110. Zoning, Sec. 110-169. that contains an A-R Bed and Breakfast that is compliant with Sec. 110-169.

(Ord. No. 2014-08, § 1, 4-24-2014; Ord. No. 2017-06, § 5, 3-23-2017)

Sec. 8-213. - Violations.

- (a) It shall be unlawful for any operator to commit any of the following acts:
 - (1) Failure to obtain a permit as required under Article VI;
 - (2) Fail to keep the guest register and any other records required by this article for the time period so specified;
 - (3) Make any false entry therein;
 - (4) Falsify, obliterate, destroy or remove from his or her place of business such register or records;
 - (5) Refuse to allow any duly authorized law enforcement officer after proper identification to inspect such register or records during the ordinary hours of business or at other reasonable time; or
 - (6) Fail to obtain from any guest the identification required by this article.
- (b) Any person violating any provision of this article shall be subject to a fine not exceeding \$1,000.00 and costs or to imprisonment for a term not exceeding 60 days, or to both such fine and imprisonment, any or all of such penalties to be imposed at the discretion of the judge. The infliction of a penalty under the provisions of this section shall not prevent the revocation of any permit or the taking of other punitive or remedial action where called for or permitted under the provisions of this Code.

(Ord. No. 2014-08, § 1, 4-24-2014)

Secs. 8-214—240. - Reserved

STATE OF GEORGIA

FAYETTE COUNTY

ORDINANCE

NO. 2018-12

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR FAYETTE COUNTY, GEORGIA; TO REVISE PROVISIONS PERTAINING TO TOURIST ACCOMMODATIONS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF FAYETTE COUNTY AND IT IS HEREBY ENACTED PURSUANT TO THE AUTHORITY OF THE SAME THAT THE CODE OF ORDINANCES OF FAYETTE COUNTY AS IT PERTAINS TO TOURIST ACCOMMODATIONS (ARTICLE VI OF CHAPTER 8), BE AMENDED AS FOLLOWS:

Section 1. By deleting Article VI, pertaining to “Tourist Accommodations”, of Chapter 8, in its entirety, and by replacing it with a new Article VI in Chapter 8, to be numbered and read as follows:

ARTICLE VI. TOURIST ACCOMMODATIONS.

Sec. 8-200. Definitions.

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

A-R bed and breakfast inn shall mean an establishment which serves food to its registered guests and not to the public at large. This term shall include establishments serving breakfast or a similar early morning meal and an appropriate light snack in which the price of the food is included in the price of the overnight accommodation. The length of stay for A-R bed and breakfast inns as defined is limited to not more than 30 consecutive days. For the purposes of this article, this term shall mean an establishment in which the predominant relationship between the occupants thereof and the owner or operator of the establishment is that of guest and innkeeper.

Bedroom shall mean an attached room which is intended, arranged, or designed to be occupied by one or more persons primarily for sleeping purposes and shall have an area of not less than 70 square feet or be less than seven (7) feet in any dimension with a closet opening on it or within it.

County shall mean unincorporated Fayette County, Georgia.

Guest shall mean anyone who has a home address somewhere other than where he or she is spending the night and other than where he or she pays a fee for accommodations.

Guestroom shall mean a room occupied or intended, arranged or designed for occupancy by one or more occupants and used for that purpose and where overnight occupancy is allowed.

Innkeeper shall mean any person who is furnishing for value to the public any room(s), lodging, or accommodations.

Occupancy, transient, shall mean occupancy or use by a paying guest or tenant for a period of not more than 30 consecutive days or by the offering or advertising of a

residence as being available in whole or in part to be used for such occupancy. Such occupancy is characteristic of tourist accommodations or other establishments, by whatever name called.

Operator shall mean any person operating a tourist accommodation (as defined in this section) in unincorporated Fayette County, including but not limited to the owner or proprietor of the premises, lessee, sub-lessee, lender in possession, or any other person otherwise operating a tourist accommodation.

Premises shall mean and include all physical buildings, appurtenances, parking lots, and all property owned and/or used by and for the tourist accommodation.

Special event or private function shall mean an organized activity for profit or non-profit having as its purpose entertainment, recreation and/or education, including but not limited to a festival, party, reception, celebration or assembly.

Tourist accommodation shall mean any property facility, or structure providing accommodations for value to the public for not more than 30 consecutive days.

Sec. 8-201. Permit required.

(a) Every person engaging in or about to engage in business as an operator of a tourist accommodation, excluding a hotel, campground facility, or planned retreat and lodge as defined in Chapter 110, shall immediately apply for a permit and obtain approval for the business with code enforcement on the forms provided by the same for such business. Persons engaged in such business must apply for a permit no later than 30 days after this section becomes effective; but such grace period for registration after the effective date of this section shall not relieve any person from the obligation of payment

or collection of such permit fee on and after the date of imposition thereof. The required permit hereunder shall set forth the name under which the operator transacts business, and other such information as would be required by code enforcement. The permit application shall be signed by the owner if a natural person, by a member or partner in case of ownership by partnership, or an officer in the case of corporation.

(b) A separate permit will be required for each individual location of a tourist accommodation.

Sec. 8-202. Application for permit.

(a) Each person seeking to obtain a permit to operate a tourist accommodation shall submit an application to code enforcement on a form provided by the same. Said application shall include:

- (1) A statement that each applicant is a citizen or legal resident of the United States;
- (2) The address of the tourist accommodation;
- (3) The current set room rates and fees;
- (4) Consent by each applicant to undergo a criminal background check;
- (5) Complete set of fingerprints for the applicant(s) taken by the county sheriff's office;
- (6) A copy of a deed showing the applicant to be the owner of the premises for which the permit is sought or a copy of a lease showing any interest the owner of the premises has in the tourist accommodation for which the license is sought;

- (7) All state and local permits pertaining to the operation of tourist accommodations, including approvals, as applicable, from the Fayette County Environmental Health Department, Fayette County Fire Marshal, Fayette County Planning & Zoning Department, and Fayette County Building Safety Department;
- (8) As-built scaled plans of the structure;
- (9) Copy of the guest occupancy agreement as required by O.C.G.A. § 43-21-3.2;
- (10) Documents showing compliance with state and local occupation taxes, excise taxes and sales taxes; and
- (11) Any other information as required by code enforcement or the board of commissioners.

(b) All applications for a permit to operate a tourist accommodation shall be accompanied by the payment of applicable fees as set in a schedule of fees adopted by the board of commissioners.

Sec. 8-203. Issuance of permit.

(a) Upon approval of the application for the permit and the timely payment of the applicable fees, code enforcement shall issue the appropriate permit for the year in which approval was granted.

(b) No permit shall be issued for any tourist accommodation where any individual having interest either as an operator, owner, partner, principal stockholder, or licensee, whether such interest is direct or indirect, or beneficial or absolute, has been convicted or

has taken a plea of nolo contendere within five years for a felony or any crime involving moral turpitude, or has been convicted or has taken a plea of nolo contendere within two years for any misdemeanor of any state or of the United States or any municipal or county ordinance which would have any effect on the applicant's ability to properly conduct such business, except traffic offenses. The term "conviction" as used in this section shall include adjudication of guilty plea, plea of nolo contendere or forfeiture of a bond when charged with a crime.

Sec. 8-204. Annual renewal of permits.

All permits issued pursuant to this article are annual permits that run from January 1 to December 31 of each year. Holders of existing permits in good standing shall apply to code enforcement for renewal for the next calendar year by filing a renewal application in proper form and tendering the required fees. Fees for renewal of permits shall be according to a schedule of fees adopted by the board of commissioners.

Sec. 8-205. Transfer of permits.

No permit issued pursuant to this article shall be transferred from one owner to another. Any violation of this section shall constitute due cause for probation, suspension, or revocation of the permit.

Sec. 8-206. Display of permit.

Every holder of a permit issued pursuant to this article shall keep such permit conspicuously displayed at all places where such business is conducted.

Sec. 8-207. Revocation of permit.

(a) *Grounds.* Any permit issued pursuant to this article may be revoked by the board of commissioners, after notice and hearing, for any of the following causes:

- (1) Any fraud, misrepresentation or false statement contained in the application for the permit;
- (2) Any fraud, misrepresentation or false statement made in connection with any transaction;
- (3) Any violation of this article; or
- (4) The conducting of the business permitted under this article in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health safety or general welfare of the public.

(b) *Hearing.*

- (1) Notice of hearing for the revocation of a permit issued pursuant to this article shall be given by the county administrator in writing, setting forth specifically the grounds of the complaint and the time and place of the hearing. The notice shall be served on the holder of the permit by handing the same personally to the person operating the permitted business, or by mailing the same, postage prepaid, to the holder of the permit at his or her last known address at least five days prior to the date set out for the hearing.
- (2) The giving of such notice shall suspend the permit pending the outcome of the hearing, and any business conducted under the permit shall cease

during said period of suspension.

Sec. 8-208. Records.

Each operator of a tourist accommodation is required to keep a guest register. Each guest shall register on the date of their arrival, stating their names, current residence, address and description and license plate number of the vehicle they are using. Each operator of a tourist accommodation shall keep for a period of at least three years the above-described register, along with all records, receipts, invoices and other pertinent papers setting forth rental charged for each occupancy, the date or dates of occupancy, and such other information as required by code enforcement. Said records shall be made available for examination by code enforcement, the county environmental health department, or any authorized law enforcement agency.

Sec. 8-209. Standards for health, sanitation and safety.

- (a) All operators of tourist accommodations shall comply with all rules and regulations promulgated by the Georgia Department of Public Health and the Fayette County Environmental Health Department for the operation of tourist accommodations.
- (b) Toilet, lavatory and bathing facilities shall be provided at all tourist accommodations. Such facilities shall be easily accessible, convenient and available to patrons at all times and operated pursuant to all applicable rules and regulations promulgated by the Georgia Department of Public Health and the Fayette County Environmental Health Department.
- (c) Public sewer is not available in unincorporated Fayette County, therefore sewage

disposal shall be provided to efficiently dispose of all water carried wastes in a sanitary manner pursuant to all applicable rules and regulations promulgated by the Georgia Department of Public Health and the Fayette County Environmental Health Department.

(d) All plumbing in tourist accommodations shall comply with all applicable state and local rules and regulations.

Sec. 8-210. Alterations to structure; signage.

No exterior alterations may be made to a residence to indicate that it is being used as a tourist accommodation. Signage for a tourist accommodation is regulated in Chapter 108.

Sec. 8-211. Operating regulations.

- (a) An A-R Bed and Breakfast Inn shall be permitted subject to the following:
- (1) The A-R Bed and Breakfast Inn is compliant with Chapter 110 – Zoning, Sec. 110-169.
 - (2) Meal service may be provided to registered guests only provided that all state and local rules and regulations for the operation of food service establishments are complied with and all state and local permits for the operation of a food service establishment are obtained.
 - (3) No food preparation, except beverages, is permitted within individual guestrooms.
- (b) Operators of tourist accommodations, other than operators of an A-R Bed and Breakfast Inn, shall not be permitted to serve food to guests for sale or otherwise and no

food preparation, except beverages, is permitted within individual guestrooms.

- (c) No detached structures or recreational vehicles shall be used as a tourist accommodation.
- (d) Only a bedroom shall be used as a guestroom.
- (e) No more than two guests shall be allowed per guestroom with the exception of an A-R Bed and Breakfast that is compliant with Sec. 110-169.

Sec. 8-212. Special events.

Special events or private functions are not permitted at tourist accommodations with the exception of an A-R wedding/event facility that is compliant with Chapter 110. Zoning, Sec. 110-169 that contains an A-R Bed and Breakfast that is compliant with Sec. 110-169.

Sec. 8-213. Violations.

- (a) It shall be unlawful for any operator to commit any of the following acts:
 - (1) Failure to obtain a permit as required under Article VI;
 - (2) Fail to keep the guest register and any other records required by this article for the time period so specified;
 - (3) Make any false entry therein;
 - (4) Falsify, obliterate, destroy or remove from his or her place of business such register or records;
 - (5) Refuse to allow any duly authorized law enforcement officer after proper identification to inspect such register or records during the ordinary hours

of business or at other reasonable time; or

(6) Fail to obtain from any guest the identification required by this article.

(b) Any person violating any provision of this article shall be subject to a fine not exceeding \$1,000.00 and costs or to imprisonment for a term not exceeding 60 days, or to both such fine and imprisonment, any or all of such penalties to be imposed at the discretion of the judge. The infliction of a penalty under the provisions of this section shall not prevent the revocation of any permit or the taking of other punitive or remedial action where called for or permitted under the provisions of this Code.

Section 2. This ordinance shall become effective immediately upon its adoption by the Board of Commissioners for Fayette County.

Section 3. All other ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

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

unconstitutional.

SO ENACTED this _____ day of _____, 2018.

**BOARD OF COMMISSIONERS OF
FAYETTE COUNTY**

By: _____
Eric K. Maxwell, Chairman

(SEAL)

ATTEST:

Tameca P. White, County Clerk

Approved as to form:

County Attorney

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of Ordinance 2018-13, amendments to Chapter 108 - Signs, Regarding Sec. 108-135. - Residential Freestanding Signs and Sec. 108-161.– Freestanding Signs.

Background/History/Details:

Staff recommends approval of the amendments.

The Planning Commission recommended approval of the amendments.

Al Gilbert made a motion to recommend approval of the amendments to Chapter 108 - Signs. Danny England seconded the motion. The motion passed 4-0. Brian Haren was absent.

What action are you seeking from the Board of Commissioners?

Approval of Ordinance 2018-13, amendments to Chapter 108 - Signs, Regarding Sec. 108-135. - Residential Freestanding Signs and Sec. 108-161.– Freestanding Signs.

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:

THE FAYETTE COUNTY PLANNING COMMISSION met on October 4, 2018 at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

PUBLIC HEARING

2. Consideration of amendments to Chapter 110. Zoning Ordinance, Regarding Sec. 110-3. – Definitions, Sec. 110-142. - O-I, Office-Institutional District, Sec. 110-143. - C-C, Community Commercial District, Sec. 110-144. - C-H, Highway Commercial District and Sec. Sec. 110-169. - Conditional Use Approval

Pete Frisina discussed the amendments to the zoning ordinance as follows:

Sec. 110-3 – The term “event facility” was added to the definition of banquet hall and the list of typical uses were clarified. The term “bed and breakfast inn” was added to the definition of hotel as the conditional use of a bed and breakfast inn in the O-I and C-H district is being deleted and a bed and breakfast inn will be a permitted use under the definition of “hotel.”

Sec. 110-142 – O-I – Banquet hall/event facility is being added to the list of permitted uses as it relates to the permitted use of a hotel in O-I. Bed and breakfast inn will be deleted as the conditional use and a bed and breakfast inn will be a permitted use under the definition of “hotel.”

Sec. 110-143– C-C – Banquet hall/event facility is being amended to conform to the amended definition of “hotel.”

Sec. 110-144. - C-H - Banquet hall/event facility will be amended to conform to the amended definition of “hotel.” Bed and breakfast inn is being deleted as the conditional use and a bed and breakfast inn will be a permitted use under the definition of “hotel.”

Sec. 110-169. - Conditional use approval - g. A-R wedding/event facility - The Article number for Nonresidential development landscape requirements is added. An A-R Bed and Breakfast Inn that is compliant with Sec. 110-169 and County Code, Chapter 8, Article VI, Tourist Accommodations will be allowed in conjunction with an A-R wedding/event facility. A bed and breakfast inn as a conditional use in O-I and C-H will be deleted.

Jim Graw made a motion to recommend approval of the amendments to Chapter 110. Zoning Ordinance. Al Gilbert seconded the motion. The motion passed 4-0. Brian Haren was absent.

3. Consideration of amendments to Chapter VI. - Tourist Accommodations, Regarding Sec. 8-200. – Definitions, Sec. 8-201. - Permit Required, Sec. 8-202. - Application for Permit, Sec. 8-203. - Issuance of Permit, Sec. 8-208. – Records, Sec. 8-210. - Alterations to Structure and Sign, Sec. 8-211 – Reserved, Sec. 8-212. - Special Events and Sec. 8-213. - Violations.

Pete Frisina discussed the amendments to Chapter VI. - Tourist Accommodations as follows:

Sec. 8-200. – Definitions - A-R is being added to the definition of Bed and Breakfast Inn. New definitions for Bedroom, Guest, and Guestroom are being added. The definition of Special event is clarified. Definitions of Overnight guest, Tourist, and Traveler will be deleted as they are not used in Chapter VI.

Sec. 8-201. - Permit required - this was amended to exclude hotel, campground facilities, or planned retreats and lodges as regulated in non-residential districts. The intent of Chapter VI is regulate tourist accommodations in residences. Regulations for a bed and breakfast inn and operators of tourist accommodation is being moved to a new Sec. 8-211. – Operating regulations.

Sec. 8-202. - Application for permit – Amendments to (7) better clarify the applicable County departments that are involved with tourist accommodations. Number (8) is being amended to specify “as built scaled” plans of the residence. Amendments to (b) are housekeeping.

Sec. 8-203. - Issuance of permit – Amendments to (a) are housekeeping and (c) is deleted to be consistent with similar procedures in the alcohol license background check.

Sec. 8-208. – Records and Sec. 8-209. - Standards for health, sanitation and safety – All amendments are housekeeping.

Sec. 8-210. - Alterations to structure; and signage – These amendment are to remove conflicts with the sign ordinance and specify that signs for tourist accommodation are regulated under the sign ordinance where related amendments are proposed.

Sec. 8-211. –Operating regulations – This new section will contain regulations moved from Sec. 8-201. - Permit required as well as additional new regulations.

Sec. 8-212. - Special events – these amendments are in consort with amendments in the zoning ordinance to allow an A-R bed and breakfast inn in conjunction with an A-R wedding/event facility.

Sec. 8-213. – Violations – This amendment specifies that it is a violation to fail to get a permit under these regulations.

Ingrid Moore Barnes asked if the definition of a bedroom specifies that it is to have a closet and it does not specify a window and would that be in conflict with the Fire Marshal that requires a window in case of emergency egress.

Pete Frisina said the definition does not exclude fire requirements for a window but defines a bedroom mainly in terms of size/dimensions and closets are usually used a characteristic of a bedroom. The purpose is to prevent someone from using a storage room or something similar for a tourist accommodation.

Ingrid Moore Barnes asked what is meant by “as built scaled plans” and is that making an assumption that someone would not build a house specifically for a tourist accommodation in a residential area.

Pete Frisina said if someone is building a new house they would be required to submit building plans. He added that it is anticipated that in most cases this will be taking place in existing homes and if the

house was built after 1982 the County may still have the house plans on file.

Ingrid Moore Barnes said as an owner of an A-R bed and breakfast she supports the amendments as she wants to have a sign and the opportunity to explore the A-R wedding and event facility in conjunction with the bed and breakfast.

Al Gilbert made a motion to recommend approval of the amendments to Chapter VI. - Tourist Accommodations. Jim Graw seconded the motion. The motion passed 4-0. Brian Haren was absent.

4. Consideration of Amendments to Chapter 108 - Signs, Regarding Sec. 108-135. - Residential Freestanding Signs and Sec. 108-161. – Freestanding Signs.

Pete Frisina discussed the amendments to Chapter 108 - Signs as follows:

Sec. 108-135. - Residential freestanding signs – Amendments to (a) specify that signs associated with a tourist accommodation is under this section with the exception of an A-R Bed and Breakfast Inn that is compliant with Sec. 110-169 (see Sec. 108-161).

Sec. 108-161. –Freestanding signs – Amendments include renaming the section to Nonresidential freestanding signs and indicating that signage for an A-R Bed and Breakfast Inn is regulated under this section specifying one (1) free-standing sign not exceeding 35 square feet in area or five feet in height. Sign structures shall not exceed six feet in height. The sign shall not be internally illuminated. The sign shall require a permit.

Al Gilbert made a motion to recommend approval of the amendments to Chapter 108 - Signs. Danny England seconded the motion. The motion passed 4-0. Brian Haren was absent.

THE FAYETTE COUNTY PLANNING COMMISSION met on September 20, 2018 at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

Discussion of tourist accommodations.

Pete Frisina said these are the changes to the ordinances since the last meeting. He stated that there are three sections of the code that address Tourist Accommodations which is the Hotel/Motel Tax, Tourist Accommodations and the Zoning Ordinance and the challenge is to make sure the three sections don't conflict. He added that the changes reflect staff's attempt to eliminate any conflicts. He stated that each guestroom in a Tourist Accommodation will be limited to no more than two (2) guests and this will not include an A-R Bed and Breakfast Inn because their capacity is regulated under the zoning ordinance. He added that the Tourist Accommodation code section will now make reference to the sign ordinance in terms of allowed signage and the sign ordinance will be amended to include sign regulations for a Tourist Accommodation. The Tourist Accommodation code will be applicable to tourist accommodations with the exception of a hotel, campground facility, or planned retreat and lodge as defined and/or regulated in Chapter 110 – Zoning. He said in the zoning ordinance the term “event facility” will be added to the definition

of a “banquet hall.” He added the term “bed and breakfast inn” will be put back into the definition of a “hotel” as a hotel is allowed in nonresidential zoning districts and the conditional use that was created previously for a bed and breakfast inn in a nonresidential zoning district is being deleted. He added that the conditional use for an A-R Wedding and Event Facility will allowed it to be combined with an A-R Bed and Breakfast Inn and both used would need to be fully compliant with all applicable regulations. He said in terms of the sign ordinance, a Tourist Accommodation that is not an A-R Bed and Breakfast Inn would be regulated under the residential portion of the sign ordinance limiting them to six (6) square foot signs and an A-R Bed and Breakfast Inn would be regulated under the nonresidential signs with their own category limiting them to 35 square feet and no internal illumination. He said he would be recommending to the Board of Commissioners a reduction in the permit fee for a Tourist Accommodation and hiring a third party consultant to identify the Tourist Accommodations advertising on-line. He added that he was ready to take these amendments through the public hearing process in October or November once he speaks to the County Administrator.

THE FAYETTE COUNTY PLANNING COMMISSION met on August 16, 2018 at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

1. Discussion of tourist accommodations

Pete Frisina stated staff is working on allowing an A-R Bed and Breakfast Inn in conjunction with an A-R Wedding and Event facility. He said currently Tourist Accommodation are not allowed in conjunction with an A-R Wedding and Event facility so these recommended amendments would allow an A-R Bed and Breakfast Inn on the same property where an A-R Wedding and Event facility has been permitted and the A-R Bed and Breakfast Inn would need to also comply with the conditional use requirements for that use as well. He added that he has reviewed the sign ordinance to allow a tourist accommodation to have a sign which is not allowed under the tourist accommodation code and under the section of the sign ordinance regulating residential signs he proposes to add a section for an A-R Bed and Breakfast Inn allowing a 35 square foot sign which is the same size of a subdivision entrance sign but the sign could not be internally illuminated but external illumination would be allowed. He said he would make sure the tourist accommodation code section is amended to coincide with amendments to the zoning ordinance and sign ordinance.

Al Gilbert recommended that any amendments to the sign ordinance be reviewed by the County Attorney.

Pete Frisina said he would coordinate a review by the County Attorney.

Ingrid Moore Barnes asked if the permit is required for the sign and does the permit have to be annually renewed.

Pete Frisina said it is a onetime sign permit.

Pete Frisina said staff will continue to work on the ordinance amendments.

THE FAYETTE COUNTY PLANNING COMMISSION met on July 19, 2018 at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

2. Discussion of tourist accommodations.

Pete Frisina stated that in the last meeting Dennis Davenport, the Fayette County attorney, was present to discuss tourist accommodations. He said that during the meeting they agreed that the best way to handle the tourist accommodations was to go into the existing ordinance and make some adjustments. He added that Ingrid Barnes brought up the issue of being able to combine A-R Bed and Breakfast with A-R event facility. He stated that under the tourist accommodations ordinance it states that you can't have events, but in A-R Wedding and Event Facility it says that tourist accommodations shall not be allowed in conjunction with an event facility. Pete Frisina asked if the Planning Commission wanted to allow a melding of the two A-R conditional uses.

Brian Haren stated that the concerns about allowing tourist accommodations in conjunction with an event facility were noise, traffic, and the neighbors being negatively impacted. He said the issue now is developing the mechanics of how that would work.

Pete Frisina stated that the A-R event facility is a more intensive use than the Bed & Breakfast. He added that if there is going to be an A-R Bed and Breakfast in conjunction with an A-R Wedding and Event Facility then the minimum lot size should be fifteen (15) acres.

Jim Graw stated that he didn't have a problem changing the ordinance to allow an A-R Wedding and Event Facility in conjunction with the Bed & Breakfast if the site is at least fifteen (15) acres.

Pete Frisina said that the other issue is that the tourist accommodation code states that "no alterations shall be made to the property and signs". He stated that the ordinance was written before tourist accommodations were as prolific as they are now. He said the tourist accommodations code is really applicable in a residential context.

Ingrid Barnes said that in looking at the definitions for home share, house, Bed & Breakfast, and hotel, if the distinction is made between whole house rental and Bed & Breakfast then the whole house rental will likely be in residential areas. She added that she doesn't think the definitions are clear enough.

Danny England asked if the ordinance stipulates whether the sign can be one sided or two sided.

Pete Frisina said it can be two sided. He added that we're now looking at a range of tourist accommodations that now encompass a lot of aspects from different departments. He said that he looking to find the section of the code where tourist accommodations are applicable in a residential context.

Ingrid Barnes stated that differentiating between the types of tourist accommodations would relegate whole house rentals to residential areas, which would likely be less than ten (10) acres.

Danny England said that implementing thresholds would help alleviate some of the confusion with the nuances of tourist accommodations.

THE FAYETTE COUNTY PLANNING COMMISSION met on July 5, 2018 at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

3. Discussion of tourist accommodations.

Pete Frisina stated that he had met with Dennis Davenport and Chief Myers of the Fayette County Code Enforcement how to regulate tourist accommodations.

Dennis Davenport stated that on Adams Road there had been a lot of calls from neighbors about the amount of traffic in the area from tourist accommodations. He said he met with the neighbor to hear their concerns and Fayette County developed some stringent regulations. He said the recent conversation between he, Pete Frisina, and Chief Myers dealt with what they're regulating. He stated that this industry includes utilizing houses for the intended purpose of a house. He stated that identifying these locations is extremely difficult. He said after you identify them, should they pay hotel/ motel tax. He stated that the property may have the intent to be used as a tourist accommodation, but is it actually being used for that. He added that he thinks the data mining service should be used, followed by mailing them a letter, and asking them to come in and register.

Pete Frisina stated that Planning and Zoning and the Planning Commission had been looking at handling tourist accommodations through a zoning approach, but Dennis Davenport thought it should be a code issue.

Dennis Davenport said again, the house is being used for its intended purpose.

Pete Frisina stated that he thinks tourist accommodations should be regulated through the code enforcement section of the code. He added it won't fall under zoning or the Planning Commission, but it would be good to get the Planning Commissions input.

Dennis Davenport replied that we would have to ask ourselves if this impacts zoning at all.

Pete Frisina said one way it affects zoning is by the A-R Bed & Breakfast. He stated that he's asked Ingrid and Claude Barnes to come in and talk about their experience.

Ingrid Barnes stated that their B&B was initially impacted from a zoning perspective because they were zoned R-70, not A-R, which required the property to be rezoned first. She said she went through the tourist accommodations regulations line by line and suggested the definitions be expanded. She noted that *home share and whole house* aren't defined. She also mentioned that they we're restricted to subdivision requirements even though they weren't in a subdivision. She said there's an economic factor that needs to be identified, and that the cost of renting a room and going through the regulations Fayette County imposes would be a deterrent for some people. She further stated that there is also a lot that needs to be done for the safety of the community.

Pete Frisina asked how many acres they have.

Ingrid Barnes replied 19.8.

Jim Graw stated that in terms of what we discussed, Ingrid Barnes' business would be similar to partial house rental. He said he thinks we should put some heavy restrictions on tourist

accommodations because we put heavy restrictions on A-R B&B. He asked what Fayette County's liability would be, if there is any.

Dennis Davenport replied that Fayette County's knowledge is what's important. He said when the County finds out about residents are renting out their homes we can send out letters and diligently follow up. He added that it won't be completely absolved, but we can say we've taken steps to do something.

Bill Beckwith asked if Fayette County would have some liability if the data miner informed them of who is renting.

Dennis Davenport said that the data miners won't tell us they're actually renting their homes just that they have the intent to rent the home. He added that without an admission, the County is just speculating.

Brian Haren stated that the Planning Commission spent months working on the B&B ordinance and some of the concern was protecting the neighboring land owners. He said he doesn't want a B&B in his neighborhood with no knowledge of who is staying there. He added that if this business gets out of hand it could have an effect on property values. He stated that he thinks short term rentals should be regulated strictly or A-R B&B's deregulated.

Ingrid Barnes stated she would be fine with loose regulations on short term one room rentals. She said she just wants the ability to do more with her property such as small scale events.

Brian Haren stated that Ingrid Barnes was engaged in a commercial activity, and so are they people who engage in short term rental. He said it's incumbent to require them to abide by the same rules we required of you.

Jim Graw stated that he thinks the zoning ordinance would be the way to go to regulate tourist accommodations.

Pete Frisina stated that the codes don't impact the Planning Commission.

Al Gilbert asked who enforces the County codes.

Pete Frisina replied code enforcement does.

Al gilbert stated that this could be a costly venture that requires hiring somebody.

Pete Frisina stated that the Board of Commissioners has to determine whether this is something they want to regulate.

Dennis Davenport said the most likely resolution is using the data miners to find the renters and send them the letters to start this process. He added that we have to act based on what we know, not what we suspect.

Jim Graw asked what the basic information was the data miners gave us.

Pete Frisina replied that there was a certain number of sites renting in or close to Fayette County. He said the websites give general, not specific information.

Jim Graw asked what the cost is to utilize the service.

Pete Frisina replied that for unincorporated Fayette County only it is \$4,000. He said he thinks the best bet is to go through the County code pertaining to tourist accommodations and make some changes.

Brian Haren asked if we were meeting with the Board of Commissioners.

Pete Frisina said he didn't think we were ready to discuss anything with them. He suggested they postponed the meeting.

Danny England asked what would be the incentive to come in and get a tourist accommodations permit.

Ingrid Barnes stated that it provides a sense of comfort to people who won't stay with strangers. She added that the regulations imposed will show that tourist accommodations in the area have been legitimized by Fayette County.

THE FAYETTE COUNTY PLANNING COMMISSION met on June 21, 2018 at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

6. Discussion of tourist accommodations.

Pete Frisina stated that section of the code pertaining to tourist accommodations was written in 2014 because house rentals were happening in Fayette County. He said that Chakevia did a survey and the majority of rentals were whole house rentals. He added that the code enforcement department has had two complaints about rentals recently, one being a complaint about strange people and the other was a parking issue. He said Jim Graw spoke with him about developing some parameters, which include

A-R zoning (minimum five (5) acres)

1 to 7 bedrooms

1 to 14 guests maximum

Two (2) to three (3) acre zoning

1 to 5 bedrooms

1 to 10 guests maximum

One (1) acre zoning

1 to 3 bedrooms

1 to 6 guests maximum

No detached structures, recreational vehicles, dining rooms, dens, living rooms, attached remodeled garages or basements are to be used as bedrooms.

The above applies to both whole house and partial house rentals.

Note: Bed and Breakfast Inns are restricted to AR zoning with a minimum of 10 acres, a maximum of 5 guestrooms and a maximum of 10 occupants

Pete Frisina asked the Planning Commission if that range is comfortable.

Jim Graw said keep in mind that partial house rental means the owner is still there so all the bedrooms wouldn't be used. He added whole house rental means all the rooms are available.

Pete Frisina said he liked the idea of not using rooms that aren't traditionally used as bedrooms for rental.

Jim Graw asked if the fire marshal stated whether house rentals would require a sprinkler system.

John Culbreth replied that houses renting three (3) or more rooms would require a sprinkler system.

Brian Haren stated that the Board of Commissioners should be involved. He asked if they feel this is something that should be tightly regulated.

Pete Frisina replied that he feels the issue is citizens feeling like Fayette County is requiring everyone to go through the tourist accommodations procedure. He said he would write a summary of where the Planning Commission is with this situation and ask the Board of Commissioners what they think.

Brian Haren stated that Fayette County is still a residential community. He said he doesn't want to see strangers frequenting his neighborhood. He added that every rental is a direct competitor to Bed & Breakfasts. He stated that Fayette County strictly regulates B&Bs so we should do the same with these short term rentals.

Jim Graw asked what the Fayette County's liability would be if a disaster were to happen with a tourist accommodation.

Pete Frisina stated that we don't know who is operating a tourist accommodation.

Bill Beckwith stated that by using data mining to locate tourist accommodations the County would know what houses are being rented out and then assume liability.

Pete Frisina replied that the County will send out letters once the tourist accommodations have been identified by the data mining asking the property owners to stop operating or register with the County.

THE FAYETTE COUNTY PLANNING COMMISSION met on May 3, 2018 at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

4. Discussion of tourist accommodations.

Pete Frisina stated that Fayette County has ordinances in place for tourist accommodations, but we're making some changes. He added that we've been discussing how to handle tourist accommodations from a zoning perspective. He said we've separated tourist accommodations into three categories: short term whole house rental, short term partial house rental, and A-R Bed and Breakfast Inn (Existing Conditional Use). He stated that *short term whole house rental, tourist accommodation, means the rental of a residence for 30 consecutive days or less where the owner or long term renter of the residence does not reside in the residence during the time of the short term rental; short term partial house rental, tourist accommodation, means the rental of a residence for 30 consecutive days or less where the owner or long term renter of the residence resides in the residence during the time of the short term rental; and bed and breakfast inn shall mean an establishment which serves food to its registered guests and not to the public at large.* He added that he felt short term whole house rental wouldn't be suitable in a subdivision. Pete Frisina stated that the Fayette County Marshal's office handles the tourist accommodations permitting process, but to effectively administer the ordinance the County would need a data miner to provide information on which houses are being rented.

Jimmy Hall stated that the State of Georgia and Fayette County have adopted the Life Safety Code, which is the bare minimum for fire code. He said there is no regulation for B&B's, just a classification for a rooming lodging house and hotel/motel. He stated that a rooming lodging house is classified as having 16 or fewer occupants with no food accommodations. He added that Chapter 26-41 in the Life Safety Code regulations state that new buildings and existing buildings that are modified for a B&B will require an automatic sprinkler system.

Jim Graw asked what the regulations are for not modifying a building.

Jimmy Hall replied that it qualifies as new construction which also requires a sprinkler. He stated that when the occupancy classification is changed it becomes a new use, which has to be brought up to code to meet today's standards. He added that if all rooms at ground level have an exit from the room to outside they don't require a sprinkler. He said ground level means no stairs leading to the outside, it has to be an exit level with the ground.

Al Gilbert asked if a well water house has an effect on a sprinkler system.

Jimmy Hall replied no, the sprinkler has to have an adequate system pumping water.

Brian Haren asked if tourist accommodations required a business license.

Pete Frisina replied no, they need an annual permit to operate.

Jimmy Hall stated that firefighters need some way to work effectively. He said in single family dwellings firefighter expect a single family in the event of a fire.

Brian Haren asked if a B&B has to be sprinkled or have a ground level exit.

Jimmy Hall stated that fire regulations dictate it has to be classified as a B&B, not a single family dwelling renting rooms.

Pete Frisina stated that if we limit the number of guest to three (3) or less the fire marshal won't have to get involved.

Jimmy Hall replied right.

Harold Myers asked what classifies it as a commercial business.

Jimmy Hall replied when they get an occupational tax.

Harold Myers asked if the rooming and lodging house has a time frame.

Jimmy Hall said no, rooming and lodging houses with 16 or fewer on a transit or non-transit basis don't have a time frame.

Brian Haren stated that the definition of rooming lodging house would best fit what we're doing here.

Jimmy Hall stated that the tourist accommodations would have to be classified as a rooming or lodging house for this regulation to apply.

Brian Haren stated that we have to find a way to accommodate the fire code to what we're doing.

Danny England said the Planning Commission can make blanket statement about tourist accommodations or get more specific based on how many people rent.

Jim Graw said if you have more than three (3) occupants you have a lot of hoops to jump through. It may not be cost-effective to do it.

Alfred Dingler stated that fraud is committed every day in Fayetteville, Fayette County, and Peachtree City. He said he's had meetings with Fayetteville, Fayette County, and Peachtree City and he's waiting for them to have the same codes regarding tourist accommodations. He stated that he's looked online and found multiple houses operating without a license.

Brian Haren stated that even though it's in a residential subdivision, not a commercial business, the same level of protection needs to be ensure. He added that Fayette County has a responsibility to ensure tourist accommodations are a safe space.

Pete Frisina said the issue we have now is having the manpower to enforce this; we'll need more people. He added that there's a hotel/motel excise tax which is 3%. He said he's not sure that tax can be used to hire people.

Alfred Dingler said his understanding is that municipalities have the ability to make rules that would provide funding for those positions.

Jim Graw stated that his concern is Fayette County's liability. He said the ordinance needs to be conservative or the County will be liable. He added that he was also concerned about how this would affect the neighbors in the subdivision.

THE FAYETTE COUNTY PLANNING COMMISSION met on April 5, 2018 at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

5. Discussion of tourist accommodations.

Pete Frisina stated that we have a section in the existing regulations under Article six (6) titled Tourist Accommodations, which is not in the zoning ordinance. The definition of tourist accommodations says *a tourist accommodation shall mean any property, facility, or structure providing accommodations for value to the public for not more than 30 consecutive days*. He stated that he looked in the ordinance to find out what would be classified as a tourist accommodation, and under Sec. 110-3. – Definitions:

1. Bed and breakfast inn, A-R, means a bed and breakfast inn allowed as a conditional use in the A-R zoning district.
2. Campground facilities means any lot where two or more recreational vehicles and/or tents (which are normally associated with outdoor camping) are parked and/or erected for short-term occupancy.
3. Hotel means a building in which overnight accommodations are provided to the public and the innkeeper. The term "hotel" includes the term "motel".

Pete Frisina added that the goal is to add Tourist Accommodations to residential zoning districts and allow them on properties zoned non-residential that are being used residentially. Tourist Accommodations are separated into three types:

1. Short term whole house rental
2. Short term partial house rental
3. A-R Bed and Breakfast Inn (Existing Conditional Use).

Brian Haren asked what the definition of partial house rental is.

Pete Frisina replied that it means the rental of a residence for 30 consecutive days or less where the owner or long term renter of the residence resides in the residence during the time of the rental. He added that he was also not in favor of renting guest homes for tourist accommodations.

Danny England asked if a partial rental requires a sprinkler system.

Pete Frisina replied it was a question for the fire marshal. He further added that on a partial house rental he would recommend no more than two rooms be rented out.

Brian Haren asked if we want to regulate the number of times it can be rented each month.

Pete Frisina said he wouldn't be opposed to whole house rental on a lot with more than five (5) acres fronting on a street that's a major thoroughfare.

Jim Graw said economically the sprinkler system is too costly. He added that it may deter people from renting their houses.

Pete Frisina stated that tourist accommodations are covered under three separate ordinances: zoning, the code for tourist accommodations, and the hotel/motel tax. He added that we talked to a company, Host Compliance, who will provide the county, for a fee, with information on who rents out their house in the area.

Jim Graw asked if the company will let you know who's doing this outside of the compliance. He also asked what kind of liability is Fayette County under for permitting this.

Pete Frisina replied that he didn't think any liability. He added that this is the initial stage of refining a tourist accommodation and he will keep working on it.

THE FAYETTE COUNTY PLANNING COMMISSION met on March 15, 2018 at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

6. Discussion of tourist accommodations.

Pete Frisina stated that there are currently three (3) codes in effect to address tourist accommodations. He said under the business section of the county code is a section titled "Tourist Accommodations" which details the permitting process to establish a tourist accommodation. He added that the simple definition of a tourist accommodation is the rental of less than 30 days. He stated that Fayette County has procedures in place for establishing tourist accommodations, but not for controlling it well from a zoning perspective. He said the rental websites don't give you the specific location of the house for rent so we have looked into having a private company perform data mining to determine the locations of houses in Fayette County. He added that for a larger fee the company will tell us how often the location is being rented out. Pete Frisina stated that the target with rentals in the county is less than 30 days. He added that he is talking to Harold Meyers (Chief Marshall) about how to handle tourist accommodation license. He said in speaking with Chief Meyers, they feel partial house rental is better than whole house rental. He stated that if you're in a subdivision partial house rental is ideal, not whole house rental.

Brian Haren asked when is AirBnb identical to a Bed & Breakfast.

Pete Frisina replied that in the websites they are basically the same.

Pete Frisina stated whole house rental in a one acre subdivision isn't what we want. He asked what criteria should be used to determine a partial rental. He also asked where we would consider whole house rental. He suggested starting at one (1) acre and going up to ten (10). He said the Planning Commission could also decide not to do whole house rental. He stated that the tourist accommodations ordinance isn't a good place to regulate this; it should be done through zoning. He further stated that guest houses are allowed in the county, but it's implied you can't turn it into a rental property.

Jim Graw asked what we can do to catch them.

Pete Frisina replied that we have to hire a company to do the data mining.

Brian Haren said we're making rules similar to a Bed & Breakfast, and that there should be a clear distinction between the two.

Pete Frisina stated that under the Bed & Breakfast ordinance you have to be given permission by the State of Georgia to serve food and partial home rentals should not be allowed to serve food unless they meet the A-R Bed and Breakfast conditional use requirements.

Danny England asked what the intent is with hiring the data miners.

Pete Frisina said they will be used to find residents renting homes in Fayette County so they can go through the permit process and pay the hotel/ motel tax. He added that we don't want guest homes used for tenant space.

Danny England stated that if you're in the market for a whole house it's probably for longer than 30 days.

Jim Graw asked if partial home rental means limiting the number of rooms rented.

Pete Frisina said we could limit the number of rooms and the owner living in the house would determine if it's a partial rental

Brian Haren stated that he liked the idea of the property owner being on site.

No action was taken on this item and the discussion will be continued at a future meeting.

Chapter 108 – Signs

Redline Version

Sec. 108-135. - Residential freestanding signs

- (a) Unless otherwise provided for herein, lots located in a residential zoning district shall be allowed no more than three freestanding signs and not more than one such sign can be permanent. The sign face shall not exceed six square feet in area or four feet in height. Sign structures shall not exceed five feet in height. Banners shall be exempt from this section. All permanent signs shall require a permit. If the sign or sign structure is attached to a decorative wall or fence, it shall be considered to be permanent and said decorative wall or fence must meet the requirements of section 110-72. Permanent signs shall not be internally illuminated. Temporary signs shall not be illuminated. **Signage for a Tourist Accommodation, as defined and/or regulated in Chapter 8, Article VI, shall be regulated under this paragraph with the exception of an A-R Bed and Breakfast Inn that is compliant with Sec. 110-169 (see Sec. 108-161).**
- (b) Unless otherwise provided for herein, no more than two freestanding signs shall be allowed to be placed at each entrance of a residential subdivision. These signs must be placed on common property under the ownership of the homeowners' association (HOA) and shall not be allowed to be on private property. The sign face shall not exceed 35 square feet in area or five feet in height. Sign structures shall not exceed six feet in height. If the sign or sign structure is attached to a decorative wall or fence, the decorative wall or fence shall not exceed four feet in height. The post and/or columns of the decorative wall or fence shall not exceed six feet in height. Such signs shall not be internally illuminated. A permit shall be required. Said permit shall not be issued until after the final plat has been recorded.
- (c) Banners shall not be more than 24 square feet in size to be displayed not more than 30 days in a calendar year. No banner shall be mounted so as to extend above the horizontal plane of the roof where the building wall and roof meet and shall not extend more than four feet above grade when mounted on the ground. A permit shall be required.
- (d) Unless otherwise provided for herein, for any multifamily residential property, the number of allowable temporary freestanding signs shall not exceed six signs. The sign face shall not exceed six square feet in area or four feet in height. Sign structures shall not exceed five feet in height. Temporary signs shall not be illuminated. Multifamily developments shall also be entitled to two permanent signs at the entrance to the development as regulated per the dimensional requirements in subsection (b) of this section and these signs shall require a permit. The property owner shall be responsible for all signage posted on the property.

Sec. 108-161. – **Nonresidential** freestanding signs.

- (a) Unless otherwise provided herein, lots located in a nonresidential zoning district containing a single business shall be allowed no more than one freestanding permanent sign. The sign face shall not exceed 50 square feet in area or six feet in height. Sign structures shall not exceed seven feet in height. A permit shall be required. Such sign may be internally or externally illuminated.
- (b) Unless otherwise provided herein, lots located in a nonresidential zoning district containing multi-businesses shall be allowed no more than one permanent freestanding sign. The sign face shall not exceed 60 square feet in area or seven feet in height. Sign structure shall not exceed eight feet in height. Individual business names are included in the total square footage. A permit shall be required. Such signs may be internally or externally illuminated.
- (c) Signs as part of a drive-through or drive-in facility, not legible by the traveling public, shall not exceed six feet in height. Such signs may be internally or externally illuminated.
- (d) Temporary signage. Unless otherwise provided herein, each parcel containing a single business shall be allowed not more than two temporary signs. Unless otherwise provided herein, each parcel containing multiple businesses shall be allowed not more than four temporary signs. Signs shall not exceed 12 square feet in area. Signs shall not exceed four feet in height. Sign structures shall not exceed five feet in height. For all lots containing multiple businesses, the property owner shall be responsible for all signage placed on the property, regardless of who erects the sign. Such signs shall not be illuminated.
- (e) Unless otherwise provided herein, no more than two signs shall be allowed to be placed at each entrance of a nonresidential subdivision. These signs must be placed on common property under the ownership of the property owners' association (POA) and shall not be allowed to be on private property. The sign face shall not exceed 35 square feet in area or five feet in height. Sign structures shall not exceed six feet in height. If the sign or sign structure is attached to a decorative wall or fence, the decorative wall or fence shall not exceed four feet in height. The post and/or columns of the decorative wall or fence shall not exceed six feet in height. A permit shall be required. Said permit shall not be issued until after the final plat has been recorded. Such signs may be internally or externally illuminated.
- (f) An A-R property which contains an A-R Bed and Breakfast Inn that is compliant with Sec. 110-169. shall be allowed one (1) free-standing sign. The sign face shall not exceed 35 square feet in area or five feet in height. Sign structures shall not exceed six feet in height. The sign shall not be internally illuminated. The sign shall require a permit.

Clean Version

Sec. 108-135. - Residential freestanding signs

- (a) Unless otherwise provided for herein, lots located in a residential zoning district shall be allowed no more than three freestanding signs and not more than one such sign can be permanent. The sign face shall not exceed six square feet in area or four feet in height. Sign structures shall not exceed five feet in height. Banners shall be exempt from this section. All permanent signs shall require a permit. If the sign or sign structure is attached to a decorative wall or fence, it shall be considered to be permanent and said decorative wall or fence must meet the requirements of section 110-72. Permanent signs shall not be internally illuminated. Temporary signs shall not be illuminated. Signage for a Tourist Accommodation, as defined and/or regulated in Chapter 8, Article VI, shall be regulated under this paragraph with the exception of an A-R Bed and Breakfast Inn that is compliant with Sec. 110-169 (see Sec. 108-161).
- (b) Unless otherwise provided for herein, no more than two freestanding signs shall be allowed to be placed at each entrance of a residential subdivision. These signs must be placed on common property under the ownership of the homeowners' association (HOA) and shall not be allowed to be on private property. The sign face shall not exceed 35 square feet in area or five feet in height. Sign structures shall not exceed six feet in height. If the sign or sign structure is attached to a decorative wall or fence, the decorative wall or fence shall not exceed four feet in height. The post and/or columns of the decorative wall or fence shall not exceed six feet in height. Such signs shall not be internally illuminated. A permit shall be required. Said permit shall not be issued until after the final plat has been recorded.
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- (d) Unless otherwise provided for herein, for any multifamily residential property, the number of allowable temporary freestanding signs shall not exceed six signs. The sign face shall not exceed six square feet in area or four feet in height. Sign structures shall not exceed five feet in height. Temporary signs shall not be illuminated. Multifamily developments shall also be entitled to two permanent signs at the entrance to the development as regulated per the dimensional requirements in subsection (b) of this section and these signs shall require a permit. The property owner shall be responsible for all signage posted on the property.

Sec. 108-161. – Nonresidential freestanding signs.

- (a) Unless otherwise provided herein, lots located in a nonresidential zoning district containing a single business shall be allowed no more than one freestanding permanent sign. The sign

face shall not exceed 50 square feet in area or six feet in height. Sign structures shall not exceed seven feet in height. A permit shall be required. Such sign may be internally or externally illuminated.

- (b) Unless otherwise provided herein, lots located in a nonresidential zoning district containing multi-businesses shall be allowed no more than one permanent freestanding sign. The sign face shall not exceed 60 square feet in area or seven feet in height. Sign structure shall not exceed eight feet in height. Individual business names are included in the total square footage. A permit shall be required. Such signs may be internally or externally illuminated.
- (c) Signs as part of a drive-through or drive-in facility, not legible by the traveling public, shall not exceed six feet in height. Such signs may be internally or externally illuminated.
- (d) Temporary signage. Unless otherwise provided herein, each parcel containing a single business shall be allowed not more than two temporary signs. Unless otherwise provided herein, each parcel containing multiple businesses shall be allowed not more than four temporary signs. Signs shall not exceed 12 square feet in area. Signs shall not exceed four feet in height. Sign structures shall not exceed five feet in height. For all lots containing multiple businesses, the property owner shall be responsible for all signage placed on the property, regardless of who erects the sign. Such signs shall not be illuminated.
- (e) Unless otherwise provided herein, no more than two signs shall be allowed to be placed at each entrance of a nonresidential subdivision. These signs must be placed on common property under the ownership of the property owners' association (POA) and shall not be allowed to be on private property. The sign face shall not exceed 35 square feet in area or five feet in height. Sign structures shall not exceed six feet in height. If the sign or sign structure is attached to a decorative wall or fence, the decorative wall or fence shall not exceed four feet in height. The post and/or columns of the decorative wall or fence shall not exceed six feet in height. A permit shall be required. Said permit shall not be issued until after the final plat has been recorded. Such signs may be internally or externally illuminated.
- (f) An A-R property which contains an A-R Bed and Breakfast Inn that is compliant with Sec. 110-169. shall be allowed one (1) free-standing sign. The sign face shall not exceed 35 square feet in area or five feet in height. Sign structures shall not exceed six feet in height. The sign shall not be internally illuminated. The sign shall require a permit.

STATE OF GEORGIA

FAYETTE COUNTY

ORDINANCE

NO. 2018-13

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR FAYETTE COUNTY, GEORGIA; TO REVISE PROVISIONS PERTAINING TO RESIDENTIAL AND NON-RESIDENTIAL FREESTANDING SIGNS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF FAYETTE COUNTY AND IT IS HEREBY ENACTED PURSUANT TO THE AUTHORITY OF THE SAME THAT THE CODE OF ORDINANCES OF FAYETTE COUNTY AS IT PERTAINS TO SIGNS (CHAPTER 108), BE AMENDED AS FOLLOWS:

Section 1. By deleting Subsection (a) of Section 108-135, pertaining to “Residential freestanding signs”, of Division 2 of Article V of Chapter 108, in its entirety, and by replacing it with a new Subsection (a) in Section 108-135 of Division 2 of Article V of Chapter 108, to be numbered and read as follows:

- (a) Unless otherwise provided for herein, lots located in a residential zoning district shall be allowed no more than three freestanding signs and not more than one such sign can be permanent. The sign face shall not exceed six square feet in area or four feet in height. Sign structures shall not exceed five feet in height. Banners shall be exempt from this section. All permanent signs shall require a permit. If the sign or sign structure is

attached to a decorative wall or fence, it shall be considered to be permanent and said decorative wall or fence must meet the requirements of section 110-72. Permanent signs shall not be internally illuminated. Temporary signs shall not be illuminated. Signage for a Tourist Accommodation, as defined and/or regulated in Chapter 8, Article VI, shall be regulated under this paragraph with the exception of an A-R Bed and Breakfast Inn that is compliant with Sec. 110-169 (see Sec. 108-161).

Section 2. By changing the title of Section 108-161, pertaining to “Freestanding signs”, of Division 3 of Article V of Chapter 108, so that said title reads as “Nonresidential freestanding signs”, and by adding a new Paragraph (f) to Section 108-161 of Division 3 of Article V of Chapter 108, to be numbered and read as follows:

(f) An A-R property which contains an A-R Bed and Breakfast Inn that is compliant with Sec. 110-169 shall be allowed one (1) free-standing sign. The sign face shall not exceed 35 square feet in area or five feet in height. Sign structures shall not exceed six feet in height. The sign shall not be internally illuminated. The sign shall require a permit.

Section 3. This ordinance shall become effective immediately upon its adoption by the Board of Commissioners for Fayette County.

Section 4. All other ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 5. In any event any section, subsection, sentence, clause or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect other sections, subsections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not a part thereof. The Board of Commissioners hereby declares that it would have passed the remaining parts of this Ordinance if it had known that such part or parts hereof would be declared or adjudged invalid or unconstitutional.

SO ENACTED this _____ day of _____, 2018.

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY

By: _____
Eric K. Maxwell, Chairman

(SEAL)

ATTEST:

Tameca P. White, County Clerk

Approved as to form:

County Attorney

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval to accept the donation of a Polaris UTV equipped with a high-pressure pump and tank and a trailer for transport from the Fayette Fire Foundation.

Background/History/Details:

The Fayette Fire Foundation (FFF) is a 501-C-3 organization supporting the Department of Fire and Emergency Services through donations of equipment and training for the department and community. The FFF has partnered with the Kiwanis Club of Fayetteville to provide this unit. The department provides fire and EMS protection for hundreds of acres of rural land including county parks, land trusts, private property and other public areas with limited access. Morgan Grove, Sam's Lake Bird Sanctuary, Lake Horton and Kenwood Park are a few of the areas for potential use. Large area events with limited access, the balloon festival and sporting events, are events where the patient transport portion would serve as a valuable resource. The Utility Task Vehicle (UTV) is a 4-wheel drive all-terrain vehicle. This unit is supplied with a patient transport/fire attack unit capable of transporting a patient from any location that a traditional ambulance is unable to access. The high-pressure pump and tank will provide firefighting capability in hard to access areas where traditional pumpers have no access. The tank holds 50 gallons of water and is equipped with firefighting foam capability. To transport the UTV a 16' trailer has been donated as a part of this package. The value of the UTV and the associated equipment is \$28,083.00. The UTV will be housed at Fire Station No. 7 on Hampton Road.

The unit will be on display prior to the BOC meeting.

What action are you seeking from the Board of Commissioners?

Approval to accept the donation of a Polaris UTV equipped with a high-pressure pump and tank and a trailer for transport from the Fayette Fire Foundation.

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:

Finance - this Polaris UTV and trailer donation will be added to the County's asset listing to be covered by property insurance.



GULF Motor Oil

FOR USE AS A
MOTOR FUEL ONLY
CONTAIN
LEAD
(TETRAETHYL)

GULF

QTAC

POLARIS
RANGER
XP
2400 STAR

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of Subgrant Agreement with the Atlanta Regional Commission (ARC) for the completion of corridor studies for Sandy Creek Road, Tyrone-Palmetto Road and Banks Road (SPLOST Project Nos.17TAE, 17TAQ and 17TAP) and the associated contractual paperwork.

Background/History/Details:

On May 11, 2017 the BOC authorized staff to submit three project applications to ARC. Several studies were approved, including this one for the scoping of improvements needed for three proximate and distinct corridors:
*Sandy Creek Road from SR 74 to Veterans Parkway;
*Tyrone-Palmetto Road from Coweta County to SR 54; and
*Banks Road from SR 314 to SR 54.

These are identified projects on the 2017 SPLOST list and their goal is to determine need and develop a strong applications for future federal-aid for engineering, design, right-of-way, and/or construction on one or more of the roads. Staff has been coordinating with ARC and our Transportation Consultant during the summer and is ready to begin work shortly after execution of this Agreement.

This work will be performed under ARC subelement 806ETS - Regional Transportation Planning Study Program.

Provided as backup are: Instructions for Execution of Contract, associated forms, the Subgrant Agreement, Attachment A - Scope of Work, and Attachment B - Compensation and Method of Payment.

What action are you seeking from the Board of Commissioners?

Approval of Subgrant Agreement with the Atlanta Regional Commission (ARC) for the completion of corridor studies for Sandy Creek Road, Tyrone-Palmetto Road and Banks Road (SPLOST Project Nos.17TAE, 17TAQ and 17TAP) and the associated contractual paperwork.

If this item requires funding, please describe:

The budget estimate for this study is \$529,500. Of this amount, ARC shall reimbursement 80% of the project cost (\$423,600) Fayette County's funding for the local match (\$105,900) is available through the 2017 SPLOST # 17TAE, 17TAQ and 17TAP.

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:

2017 SPLOST: Federal Aid Corridor: Project B.2-Sandy Creek \$71,800 (17TAE)
Transportation: Project E.1-Banks Road \$47,000 (17TAP) ; Project E.2-Tyrone-Palmetto \$84,600 (17TAQ)
Total 2017 SPLOST allocated \$203,400 less \$105,900 Local Match = Net \$97,500 savings

Instructions for Execution of Contracts:

1. Have appropriate official sign both copies of the contract.
2. Complete and sign the Certification Regarding Debarment.
3. Complete, sign and notarize the Georgia Security and Immigration Compliance Act Affidavit.
4. Complete and sign the Contractor/Vendor Information form.
5. Return both signed originals of the contract, the completed Certification Regarding Debarment form, the completed Georgia Security and Immigration Compliance Act Affidavit and the completed Contractor/Vendor Information form.
6. ARC will return one original of the contract to the contractor once fully executed by ARC.

ARC Subcontracting Notes (for federal funds)

The following notes are provided as guidance in addition to (not in place of) local, state and federal laws and the Subgrantee's own rules and procedures for contracting. Herein the "Subgrantee" is defined as the local government or CID sponsor or fund recipient.

1. All work subcontracted by the Subgrantee must use competitive procedures and follow applicable Federal regulations (2 CFR Part 200.318 thru 326). 2 CFR Part 200 is available on the web at <http://www.ecfr.gov>. This regulation also provides guidance on accounting and financial requirements, records maintenance and administration of contracts. Additionally, the Disadvantaged Business Enterprise (DBE) requirements at 49 CFR Part 26 apply to all federally funded projects.
2. If a consultant firm is used to prepare a funding application or an RFP, that consultant firm is precluded from competing for said study contract if the application is successful. For reference, see 2 CFR Part 200.219(a):

In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements.
3. ARC's Disadvantaged Business Enterprise (DBE) goal is 15.64%. This goal must be included in your RFPs, or a higher percentage may be used if required by the Subgrantee. It is a goal and not a quota.
4. All Subgrantee contracts with consultants must be approved in writing (email is acceptable) by ARC prior to execution.
5. The end date of any consultant contract may not be later than the end date of the contract with ARC. This same condition applies to start dates. If the ARC work scope is included in a larger consultant contract (that involves other projects/scopes), the ARC work element must have a clear end date that is prior to the ARC contract expiration date. You should discuss this with ARC staff before you issue any RFP or enter into a contract.
6. If the amount of compensation in the consultant contract is greater than that in the ARC contract, the consultant contract must document how the additional services/costs are funded. The Subgrantee must also keep records on such multi-source funding.
7. ARC, the Georgia Department of Transportation, and the U. S. Department of Transportation must be identified in the consultant contract as "Concerned Funding Agencies".
8. The consultant contract must reference the agreement between the ARC and the Subgrantee (i.e. City, County, CID) and must contain language to the effect of: "Appropriate terms and conditions of the ARC Agreement with the <insert subgrantee name> apply to this agreement."
9. All consultant contracts, as well as your contract with ARC, must include language requiring compliance with the Georgia Security and Immigration Compliance Act as prescribed in O.C.G.A. § 13-10-91.
10. The Scope of Services in the consultant contract must reflect the accomplishment of the work described in the Scope of Services in your contract with ARC. However, the consultant Scope of Services may include more detail or specific tasks based on the consultant's RFP response.
11. Have your attorney review the contract. ARC's review is to focus only on its interests.
12. The Subgrantee, ARC and the Concerned Funding Agencies must have unrestricted rights to use, and to authorize others to use, the work products from your subcontracts. A consultant may retain ownership, as long as these rights are established.
13. Prepayment is not permitted with public funds. Invoices are paid on a reimbursement basis. The consultant will send an invoice to the Subgrantee, the Subgrantee pays it in full. The Subgrantee will then send invoices to ARC, and ARC will pay 80% of the invoices. An invoice template is available for Subgrantees to use.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS AND LOBBYING**

1. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 49 CFR Part 29, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause have the meaning set forth in the Definitions and Coverage sections of rules implementing Executive Order 12549.

The prospective lower tier participant certifies that, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of its statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code (as implemented at 49 CFR Part 20), the applicant certifies that to the best of his or her knowledge and belief 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 an 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, a 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 was 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.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any persons 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 this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification(s).

NAME OF APPLICANT

AWARD NUMBER and/or PROJECT NAME

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

CONTRACTOR AFFIDAVIT

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 Atlanta Regional Commission 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 Atlanta Regional Commission within five (5) business days after any subcontractor is retained to perform such service.

E-Verify User Identification Number

Date of Authorization

Company Name

BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 201__

[NOTARY SEAL]

Notary Public
My Commission Expires: _____

CONTRACTOR/VENDOR INFORMATION

Legal name & address of
entity with which
ARC is to contract:

If different from above-
Legal name of Payee:
Payment Address:

(If additional addresses are needed, identify each and its purpose on the reverse of this page).

Legal entity status (please mark all that apply):

Corporation Partnership Individual Sole Proprietor

501C3 501C4 Other Non-profit (describe) _____

State Government County/Local Government

Other(describe): _____

(Federal) Employer Identification Number: _____

OR

Social Security Number (for an individual): _____

Is this contractor/vendor an attorney/law firm? YES NO

Is this contractor/vendor debarred, suspended, ineligible or excluded from participation in federally funded projects? YES NO

Is this contractor/vendor a:

Disadvantaged Business Enterprise under 49 CFR Part 26? YES NO

Minority or Women

If YES, attach a copy of current certification(s).

Is this contractor/vendor a Non-federal entity that expends \$500,000 or more in a year in Federal awards?

YES NO

If so, attach a copy of most recent single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133.

Certified true and correct:

Name: _____

Title: _____

Signature: _____

Date: _____

SUBGRANT AGREEMENT

THIS AGREEMENT, entered into as of this ____ day of _____, 2018, by and between Fayette County, a political subdivision of the State of Georgia (hereinafter referred to as the "Subgrantee") and the ATLANTA REGIONAL COMMISSION (hereinafter referred to as "ARC").

WITNESSETH THAT:

WHEREAS, ARC desires to engage the Subgrantee to render certain services hereinafter described in connection with an undertaking or project (hereinafter referred to as the "Project") which is to be wholly or partially financed by a grant from the United States Department of Transportation, (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as "the Concerned Funding Agencies");

WHEREAS, the Subgrantee desires to render such services in connection with the project;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Engagement of the Subgrantee. ARC hereby agrees to engage the Subgrantee and the Subgrantee hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. Scope of Services. The Subgrantee shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, the work and services described in Attachment "A" which is attached hereto and made a part hereof.
3. Time of Performance. The services of the Subgrantee are to commence immediately upon execution of this agreement. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A." All work and services required hereunder shall be completed on or before December 31, 2019.
4. Compensation. The Subgrantee shall be compensated for the work and services to be performed under this agreement as set forth in Attachment "B" which is attached hereto and made part hereof. Compensation for work and services in the performance of this contract shall not exceed \$423,600.
5. Approval of Subcontracts. None of the work or services to be performed under this agreement by the Subgrantee shall be subcontracted without the prior written approval of ARC's Executive Director or his authorized agent. If such approval is requested, all subcontract documents shall be submitted to ARC's Executive Director or his authorized agent, for his review and approval prior to the execution of such subcontract. Further, if requested by ARC's Executive Director or his authorized agent, the Subgrantee shall provide

ARC with such documentation as ARC's Executive Director shall require, regarding the method the Subgrantee used in selecting its subcontractor. The Subgrantee acknowledges that if work or services to be performed under this agreement is financed solely or partially with federal funds, the selection of subcontractors is governed by regulations requiring competition between potential subcontractors or adequate justification for sole source selection. The Subgrantee agrees to abide by such regulations in its selection procedure.

Notwithstanding the foregoing, it is the policy of ARC that only highly qualified consultant teams shall be used to perform planning work. The Subgrantee agrees that it shall conduct procurements in accordance with 49 CFR 18.36(d) (3) using competitive proposals. Evaluation criteria will be established such that proposers' qualifications carry the most weight in the selection process. While cost or price may be a factor in the evaluation process, ARC's policy is that cost or price shall comprise no more than 25% of the overall weighted criteria established for said process. Failure to comply with this policy will result in disapproval of any subcontract(s) and withdrawal of ARC funding.

6. Prompt Payment and Retainage. The prime subgrantee agrees to pay each subcontractor under this prime grant for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime subgrantee receives from ARC. The prime subgrantee agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC. This clause applies to both DBE and non-DBE subcontracts.

Any subgrantee found not to be in compliance with this clause will be considered in breach of contract and any further payments will be withheld until corrective action is taken. If subgrantee does not take corrective action, subgrantee may be subject to contract termination.

7. Assignability. The Subgrantee shall not assign, sublet or transfer all or any portion of its interest in this agreement without the prior written approval of ARC.
8. Amendments. ARC may require changes in this agreement. Except for termination for cause or convenience, such changes, including any increase or decrease in the amount of the Subgrantee's compensation shall be incorporated in written amendments to this agreement. Amendments to this agreement may be executed on behalf of ARC only by ARC's Executive Director and Chairman.
9. Insurance. The Subgrantee will have and maintain insurance coverage that complies with the laws of the state of Georgia, as well as reasonable and prudent business practices. Such insurance shall at least include Worker's Compensation, Public Liability, Property Damage, and Valuable Papers coverage.
10. Indemnification. The Subgrantee shall hold harmless and indemnify ARC, its officers, directors, and employees from and against losses, reasonable attorney's fees and costs, that

may be based on any injury to persons or property caused by the negligent performance of services under this agreement by the Subgrantee or any person employed by the Subgrantee.

11. Formal Communication. Formal communications regarding this agreement shall include, but not necessarily be limited to correspondence, progress reports and fiscal reports.

All formal communication regarding this agreement shall be in writing between the person executing this agreement on behalf of the Subgrantee (executor) and ARC's Executive Director. However, the Subgrantee executor and ARC's Executive Director shall each have the right to designate in writing to the other an agent to act in his or her behalf regarding this agreement. Any restrictions to such designation must be clearly defined in the written designation.

In this regard, ARC's Executive Director hereby designates the Director of the Center for Livable Communities as his agent for purposes of this contract only, except for Amendments and Terminations.

12. Reports. The Subgrantee shall furnish ARC with narrative progress reports, in such form and frequency as may be specified by ARC's Executive Director or his authorized agent, outlining the work accomplished by the Subgrantee during the period, including the current status of the Project, and the percentage of work which has been completed.
13. Financial Reports. In addition to other records required by this contract, the Subgrantee agrees to provide to ARC such additional financial reports in such form and frequency as ARC may require in order to meet ARC's requirements for reporting to the Concerned Funding Agencies.
14. Program Fraud and False or Fraudulent Statements or Related Acts. The Subgrantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Subgrantee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the project for which this contract work is being performed. In addition to other penalties that may be applicable, the Subgrantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subgrantee to the extent the Federal Government deems appropriate.
15. Review and Coordination. To ensure adequate assessment of the Subgrantee's project and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The Subgrantee may be required to meet with designated representatives of ARC and the Concerned Funding

Agencies from time to time to review the work and services performed. The Subgrantee shall be given reasonable written notice of such meetings.

16. Inspections. Authorized representatives of ARC and the Concerned Funding Agencies may at all reasonable times review and inspect the Project activities and data collected pursuant to this agreement. Except where specifically prohibited by law, all reports, studies, records, and computations prepared by or for the Subgrantee under this agreement shall be made available to authorized representatives of ARC and the Concerned Funding Agencies for inspection and review at all reasonable times in the Subgrantee's office where data is normally accumulated. Approval and acceptance of such material shall not relieve the Subgrantee of its professional obligation to correct, at its expense, any errors found in the work unless such errors can be shown to be caused by inaccurate or incomplete information provided by ARC.
17. Maintenance of Cost Records. The Subgrantee shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall make such material available at all reasonable times during the period of the agreement, and for three years from the date of final payment under the agreement, for inspection by ARC, the Concerned Funding Agencies, and if the work and services to be performed under this agreement is wholly or partially funded with federal funds, the Comptroller General of the United States, or any of their duly authorized representatives. The Subgrantee shall include the provisions of this paragraph in any subcontract executed in connection with this Project.
18. No Obligation by the Federal Government. ARC and the Subgrantee acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to ARC, the Subgrantee, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
19. Status as Independent Contractors. Nothing contained in this agreement shall be construed to constitute the Subgrantee or any of its employees, servants, agents or subcontractors as a partner, employee, servant, or agent of ARC, nor shall either party to this agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.
20. Subgrantee's Personnel. The Subgrantee represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. Such personnel shall not be employees of ARC, nor shall such personnel have been employees of ARC during any time within the twelve-month period immediately prior to the date of this agreement, except with the express prior written consent of ARC. Further, the Subgrantee agrees that no such former ARC employees shall be involved in any way with the performance of this agreement, without the express prior written approval of ARC.

21. Employees' Rate of Compensation. The rate of compensation for work performed under this project by a staff member or employee of the Subgrantee shall not exceed the compensation of such person that is applicable to his or her other work activities for the Subgrantee. Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.
22. Interest of Subgrantee. The Subgrantee covenants that neither the Subgrantee, nor anyone controlled by the Subgrantee, controlling the Subgrantee, or under common control with the Subgrantee, nor its agents, employees or Subgrantees, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Subgrantee's service hereunder in an impartial and unbiased manner. The Subgrantee further covenants that in the performance of this agreement no person having any such interest shall be employed by the Subgrantee as an agent, Subgrantee or otherwise. If the Subgrantee contemplates taking some action which may constitute a violation of this paragraph, the Subgrantee shall request in writing the advice of ARC, and if ARC notifies the Subgrantee in writing that the Subgrantee's contemplated action will not constitute a violation hereof, then the Subgrantee shall be authorized to take such action without being in violation of this paragraph.
23. Interest of Members of ARC and Others. No officer, member or employee of ARC, and no public official of any local government which is affected in any way by the project, who exercises any function or responsibilities in the review or approval of the project or any component part thereof, shall participate in any decision relating to this agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of ARC, or public official of any local government affected by the project, have an interest, direct or indirect, in this agreement or the proceeds arising therefrom.
24. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be admitted to any share or part of this agreement or to any benefits to arise herefrom.
25. Compliance with Requirements of the Concerned Funding Agencies. The Subgrantee shall be bound by the applicable terms and conditions of the Grant Contract between ARC and the Concerned Funding Agencies which said Grant Contract is on file in the offices of ARC and is hereby made a part of this agreement as fully as if the same were attached hereto. ARC will notify the Subgrantee in writing of any applicable changes within a reasonable time after ARC has received appropriate notice of such changes from the Concerned Funding Agencies.
26. Rights in Documents, Materials and Data Produced. For purposes of this agreement, "data" includes, but is not limited to, writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. ARC and the Concerned Funding Agencies shall have the right to use same without restriction or limitation and

without compensation to the Subgrantee other than as provided in this agreement. The Subgrantee acknowledges that matters regarding rights to inventions and materials generated by or arising out of this agreement may be subject to certain regulations issued by the Concerned Funding Agencies.

27. Data and Software Licensing. During performance of the work covered by this Agreement ARC may provide certain data or software products, such as aerial photography or commercially available planning data and software, to the Subgrantee that have been obtained from various sources under specific licensing agreements. The Subgrantee acknowledges that any data or software that ARC may provide hereunder is provided as a non-exclusive, non-transferable, limited license for the Subgrantee or its Sub-Subgrantees to use the data or software for the work covered by this Agreement only. The Subgrantee shall not redistribute, republish or otherwise make this data or software available to any party not covered by this Agreement. The Subgrantee or any Sub-Subgrantees shall not use this data or software for any work not covered by this Agreement. The Subgrantee further acknowledges that upon completion of the project covered by this Agreement all data and software provided by ARC will be returned to ARC and all copies of the data or software residing on the Subgrantee's or Sub-Subgrantee's computer systems will be removed.

28. Publicity. Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this agreement shall not be presented or published without first submitting the same to ARC for review and comment. No such presentation shall be made until comments have been received from ARC regarding such review; provided, however, if such comments have not been received by the Subgrantee within thirty calendar days after such submission, it shall be presumed that ARC has no objection thereto. ARC's comments, objections, reservations or disagreements regarding such material shall be accommodated as ARC shall specify.

29. Assurances. The Subgrantee hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements (as applicable), including, but not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 48 CFR 31, "Contract Cost Principles and Procedures," Executive Order 12372, "Intergovernmental review of Federal programs," U.S. Office of Management and Budget Circular Nos. A 21, "Cost Principles for Educational Institutions," and A 133, "Audits of States, Local Governments and Non-Profit Organizations," or other requirements imposed by ARC or the Concerned Funding Agencies concerning requirements of law or project matters as expressly made applicable by ARC herein, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted project. For audits of fiscal years beginning on or after December 26, 2014, the provisions of 2 CFR 200.501 supersede OMB circular A133. A nonfederal entity that expends \$750,000 or more in federal awards during its fiscal year must have a single or program-specific audit conducted for that year. Also, the Subgrantee gives assurance and certifies with respect to this agreement that:
 - a. For all agreements:

- i. It possesses legal authority to apply for this agreement, and, if appropriate, to finance and construct any proposed facilities; and, any required resolution, motion or similar action has been duly adopted or passed as an official act of the Subgrantee's governing body; that proper authorization exists for the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee to act in connection with the application and to provide such additional information as may be required, and, upon ARC approval of its application, that the person identified as the official representative of the Subgrantee is authorized to execute an agreement incorporating the terms of its application.
- ii. It understands that the phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
- iii. It will comply with Title VI of the Civil Right Act of 1964 (P.L. 88-352 and 42 USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, handicap, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any project or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. The Subgrantee shall take affirmative action to ensure that qualified applicants are employed and qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities.

The Subgrantee shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall not discriminate against any qualified client or recipient of services provided through this agreement on the basis of age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall cause foregoing provisions to be included in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

The Subgrantee shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as ARC or the Concerned Funding Agencies may require.

The Subgrantee agrees to comply with such rules, regulations or guidelines as ARC or the Concerned Funding Agencies may issue to implement the requirements of this paragraph.

- iv. It will comply with applicable requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted projects.
- v. It will comply with the applicable provisions of the Hatch Act which limits the political activity of employees.
- vi. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- vii. It will cooperate with ARC in assisting the Concerned Funding Agencies in this compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et set.) by (a) consulting, through ARC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through ARC, the Concerned Funding Agencies of the existence of any such properties, and by (b) complying with all requirements established by ARC or the Concerned Funding Agencies to avoid or mitigate adverse effects upon such properties.
- viii. For agreements not involving federal financial assistance for construction, it will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Concerned Funding Agencies, through ARC, of the receipt of any communication from the Director of the EPA Office of Federal Activities indicting that a facility to be used in the project is under consideration for listing by EPA.
- ix. It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- x. The Subgrantee agrees that throughout the performance of this contract it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC 1324a and O.C.G.A. § 13-10-91 regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United States. Thereunder, Subgrantee will ensure that only persons who are citizens or

nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this contract or any subcontract hereunder.

- xi. The Subgrantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

The Subgrantee further agrees to include the provisions contained in the forgoing paragraph in each subcontract for services hereunder.

The Subgrantee shall not retaliate or take any adverse action against any employee or any subcontractor for reporting, or attempting to report a violation(s) regarding applicable immigration laws.

- b. For agreements involving either full or partial federal financial assistance for construction projects(s):
 - i. It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.
 - ii. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Usable by, the Physically Handicapped," Number A117 1-1961, as modified (41 CFR 101 - 17.703). The Subgrantee will be responsible for conducting inspections to ensure compliance by the Subgrantee with these specifications.
- c. For agreements exceeding \$100,000.00 in federal financial assistance:
 - i. It will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

30. Certifications.

- a. Prohibition Against Use of Funds to Influence Legislation (Lobbying). No part of any funds under this agreement shall be used to pay the salary or expenses of any Subgrantee, or agent acting for the Subgrantee, to engage in any activity designed to influence legislation or appropriations pending before the Congress as stated in 49 CFR 20.
- b. Debarment and Suspension. The Subgrantee agrees to comply with the nonprocurement debarment and suspension rules in 49 CFR 29.

- c. **Drug-Free Workplace.** The Subgrantee agrees and certifies that it will comply with the requirements for a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia, including passing through this requirement to lower tier Subgrantees.
 - d. The Subgrantee agrees and hereby certifies that it will comply with the Georgia Security and Immigration Compliance requirements of O.C.G.A. § 13-10-91.
31. **Other Requirements.** In addition to other requirements of this agreement, the Subgrantee agrees to comply with, and shall be bound by, the applicable terms and conditions of all state and federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards, and the ARC Disadvantaged Business Enterprise Plan (in compliance with 49 CFR Part 26), as appropriate. In addition, the Subgrantee further agrees to comply with the DBE Utilization Plan submitted to ARC as part of its proposal. All such documents are hereby made part of this agreement fully as if the same were attached hereto.

The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The Subgrantee shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT assisted agreements. Failure by the Subgrantee to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

The Subgrantee agrees to pay each subcontractor under this prime agreement for satisfactory performance of its agreement no later than ten business days from the receipt of each payment that said prime Subgrantee receives from ARC. The prime Subgrantee agrees further to return retainage payments to each subcontractor within ten business days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC. This clause applies to both Disadvantaged Business Enterprises and non-Disadvantaged Business Enterprises.

32. **Termination for Mutual Convenience.** ARC or the Subgrantee may terminate this agreement in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall, through formal written amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs. Settlement will be made in accordance with the terms and conditions of this agreement. ARC shall allow full credit to the Subgrantee for the ARC share of the non-cancelable obligations, properly incurred by the Subgrantee prior to termination.
33. **Termination for Convenience.** ARC may terminate this agreement, in whole or in part, at any time by giving written notice to the Subgrantee of such termination and specifying the

effective date thereof, at least fifteen days before the effective date of such termination. In that event, all information and material produced or collected under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. If this agreement is terminated by ARC as provided in this paragraph, the Subgrantee will be reimbursed for the otherwise allowable actual expenses incurred by the Subgrantee up to and including the effective date of such termination, as authorized in Attachment "B." The Subgrantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs.

34. Termination of the Agreement for Cause. If the Subgrantee, due to its action or failure to act, shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Subgrantee has or shall violate any of the covenants, agreements, representations or stipulations of this agreement, ARC shall thereupon have the right to terminate this agreement by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all information and materials collected or produced under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. The Subgrantee shall be entitled to receive just and equitable compensation for any satisfactory work completed under the Scope of Service up to and including the effective date of termination as authorized in Attachment "B." Notwithstanding the foregoing to the extent provided by law, the Subgrantee shall not be relieved of liability to ARC for damages sustained by ARC by virtue of any breach of this agreement by the Subgrantee and ARC may withhold any payments to the Subgrantee for the purpose of set-off for damages caused by the Subgrantee's breach, until such time as the exact amount of damages to ARC from the Subgrantee is determined.
35. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this agreement, in the event that any of the funds for carrying out the functions to which this agreement relates do not become available, then, upon written notice to the Subgrantee, this agreement may be immediately terminated without further obligation of ARC.
36. Suspension Due to Non-Availability of Funds. The Concerned Funding Agencies have the right to suspend financial assistance for this project. Consequently, ARC reserves the same right regarding this agreement. Such suspension would cause the withholding of further payments and/or prohibiting the Subgrantee from incurring additional obligations during the suspension period. However, unless notified in writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by the Subgrantee prior to the date of suspension to the extent that they are noncancelable.
37. Disputes and Appeals Any dispute concerning a question of fact arising either from a Subgrantee or subgrant selection decision, or under a Subgrantee or subgrant contract, once executed, shall be decided by the cognizant Center Director who, after advisory consultation with all appropriate ARC officials (e.g., Director of Business Services, General Counsel, etc.), shall promptly reduce such decision concerning the question of fact to writing and

mail, or otherwise furnish a copy thereof, to the disputing party (i.e., as appropriate, either: the unsuccessful proposer; or the Subgrantee or subgrantee). The Center Director shall concurrently fully advise the disputing party, in writing, of the provisions outlined herein below concerning the disputing party's right to appeal the decision to the ARC Executive Director. A copy of all such documents shall also be furnished to the Director of Business Services.

The decision of the Center Director shall be final and conclusive unless, within ten (10) calendar days of receipt of such written decision, the disputing party mails or otherwise furnishes a written appeal concerning the question of fact to the ARC Executive Director, who shall arrange a formal hearing within twenty (20) calendar days after receipt of such appeal. Both the appealing party and the cognizant Center Director shall be notified no less than five (5) calendar days in advance of the hearing and shall have the right to present witnesses and give evidence concerning the question of fact at such time. Within twenty (20) calendar days after the hearing, the Executive Director shall make a decision concerning the question of fact in writing to the appealing party and to the cognizant Center Director. A copy of the decision shall also be furnished to the Director of Business Services.

The decision of the Executive Director concerning the question of fact shall be final and conclusive unless determined by the cognizant grantor agency or agencies, or the Comptroller General of the United States, or a court of competent jurisdiction to have been arbitrary, capricious, an abuse of discretion or otherwise not in accordance with the law.

Pending final decision of an appeal to the Executive Director under a Subgrantee or subgrant contract already executed, the Subgrantee or subgrantee shall proceed diligently with the performance of the contract and in accordance with the cognizant Center Director's decision.

Nothing in the foregoing shall be construed as making final the decisions of the cognizant Center Director or the Executive Director as such decision relate to question of law.

38. Applicable Law. This agreement shall be deemed to have been executed and performed in the State of Georgia. All questions of interpretation and construction shall be construed by the laws of Georgia.

IN WITNESS WHEREOF, the Subgrantee and ARC have executed this agreement as of the day first above written.

ATTEST:

FAYETTE COUNTY

By: _____

Title: _____

ATTEST:

ATLANTA REGIONAL COMMISSION

ARC Assistant Secretary

By: _____
Executive Director

By: _____
Chair

ATTACHMENT A

Scope of Work

I. General: The work to be accomplished is in support of the following Atlanta Regional Commission (ARC) subelement:

806ETS- Regional Transportation Planning Study Program

II. Area covered: All the necessary services provided in this subgrant contract will support the scoping of improvements needed for three proximate and distinct corridors:

- Sandy Creek Road from SR 74 to Veterans Parkway
- Tyrone-Palmetto Road from Coweta County boundary to SR 54
- Banks Road from SR 314 to SR 54

The study area may extend beyond these limits if needed for logical termini purposes.

III. Goal: The Regional Transportation Planning Study (RTPS) program provides funding to local governments and Community Improvement Districts for transportation plans, corridor studies and feasibility studies that support the goals and objectives of the Atlanta Region's Plan. The purpose of these studies is to develop project concepts that improve safety, mobility and access to all roadway users, while also preparing them for advancement to Scoping and/or PE phases (in future TIP project solicitations).

IV. Work Tasks: This triad of Corridor Improvements Scoping Studies will exam options for accommodating increased traffic volumes from automobiles and trucks while improving safety and multi-modal accessibility. Traffic volumes are expected to increase due to the growth of Pinewood Studios and forthcoming major developments, including Folia Crossroads, Founders Studio and Founders Square. The scoping study will develop viable, multi-modal, and cost-effective draft concepts along the three corridors and at key intersections that consider short- and long-range alternatives for improving safety, efficiency, and operations. The project recommendations will be based on the following criteria and considerations:

- Consistency with the vision and goals set forth in Fayette County's Comprehensive Transportation Plan, the Atlanta Region's Plan, and other pertinent planning documents
- Collaborative involvement and support of key stakeholders and the public
- Potential to address existing and future mobility needs of the corridors for all modes and users
- Sensitivity to current and future land uses, including access management strategies that maximize safety and efficiency
- Safety throughout the corridor and at intersections

The work to be accomplished under this contract is divided into the following tasks:

Task 1 –Review of Existing Conditions & Technical Analysis

Conduct traffic, environmental, and geometric study to determine feasibility of various cross-sections and concept layouts along the corridor. Specific tasks include:

- Conduct a review of relevant previous plans and studies, current land use or transportation regulations or policies that impact the study area, and developments and projects underway, permitted or programmed in the study area.
- Conduct traffic counts and trip generation analysis. The data will include, but will not be limited to, peak-hour turning movement counts, volumes at major intersections, truck volumes, and daily traffic counts.
- Conduct a review of the operations along the study corridor, including, but not limited to bicycle and pedestrian infrastructure, inventory of intersections, turn lanes, medians, locations of driveways and opportunities for consolidation, and signal timing information.
- Conduct a safety audit of the study corridor, including reviewing the most recent 5 years of crash data available for all modes, conducting a field visit by the stakeholder team, photo-documenting potential safety risk factors. Analyze crash data to understand not just crash counts and locations but crash type and characteristics.
- Conduct preliminary environmental screening consisting of a windshield survey, ground truthing (where necessary), and electronic database record research to document environmentally sensitive resources within the natural, social, and cultural environments including but not limited to NWI mapping, cultural and historic resources, underground storage tank or Hazmat sites, threatened and endangered species, noise and air quality impacts, floodplains.
- Research right-of-way (ROW) information to determine number of parcels, driveways, easements, property owners, potential relocations and other impacts, and estimated costs for acquisitions including easements.
- Identify pre-existing utilities or railroads that could be impacted by any of the alternative concepts identified, and corresponding contact information of the utility owners.
- Conduct a needs assessment using the latest version of the ARC Travel Demand Model (or other traffic simulation forecasting application) and GDOT historical traffic count data to develop a proposed growth rate and traffic analysis of existing conditions and future year no-build conditions for the design year and open year. Existing and future system deficiencies and needs will be identified based on the traffic analysis results.

Task 2– Public Involvement

The goal of this task is to develop a local planning outreach process that promotes the involvement of all stakeholders in the study area. Collaborative involvement of racial and ethnic minorities, as well as low-income households will be integral. Fayette County and its consultants will be responsible for designing an effective and innovative public involvement program with input from ARC.

Project Management Team: The County shall establish a Project Management Team that includes, at a minimum, the County project manager, the consultant(s), and ARC. This team shall meet monthly (in-person or via conference call as appropriate) to share information, discuss

the study progress, and plan for upcoming meetings. The project's ARC project manager must be notified of all public meetings taking place.

Stakeholder and Public Engagement:

The outreach plan and schedule must be approved by the Project Management Team, and shall include outreach and coordination with targeted stakeholders and agency partners, as well as broad outreach to the public. Minimum requirements are as follows:

- Stakeholder Coordination and Outreach:
 - Outreach to key stakeholders, including Pinewood Studios and Piedmont Fayette Hospital, property owners, business owners, schools, residents and tenants adjacent to the study corridor. The format may include, but not limited to, meetings (in person, phone or web-conference), focus groups and/or individual stakeholder interviews.
 - Agency coordination with relevant Fayette County offices (e.g. Planning, Public Works), GDOT offices (e.g. Planning, District Engineer, Traffic Safety, Environmental Services), State Historic Preservation Office (if warranted), City of Fayetteville planning department, ARC, railroad owners, and other agency partners as needed.

- Engagement with the public will include educating about design alternatives and their potential impacts, as well as, seeking input and consensus on preferred concepts, typical sections or improvements. A variety of tools and approaches should be used, including social media, surveys, and hosting in-person outreach activities along the corridor. No fewer than two (2) public events shall be held, however if appropriate, they may be combined with other meetings, events, or festivals in the area such as Balloons over Fayette.

- Project information will be uploaded to a project website (hosted by the County or the consultant) to provide basic project information to the public, and shall include project materials, meeting summaries, and design alternatives being considered, and shall provide the opportunity to leave feedback. Notice of public meetings should be shared on variable message boards placed along the study corridors. Property owners along the corridors will also receive project information postcards. Project information and opportunities for input should also be shared on social media.

Task 3 – Conceptual Plan and Draft Concept Report

Based on the existing conditions, technical analysis, public and stakeholder input, the PM team can develop concept layouts and typical sections of the preferred alternatives for each corridor and prepare a GDOT Concept Report for at least one of the corridors. The following tasks are required:

- Develop preferred and alternative alignments and typical sections for the corridors
- Documentation for selection of Preferred Concepts (including public, stakeholder, GDOT and agency comments, as well as technical justifications related to but not limited to traffic, safety, constructability)

- Preparation of draft GDOT Concept Report for at least one corridor, which includes analysis of potential environmental impacts, ROW and cost estimates. With ARC's assistance, seek preliminary review and comments of concept report from GDOT staff.
- Concepts shall comply with ARC's and GDOT's Complete Streets policies, FHWA proven safety countermeasures, and should incorporate green infrastructure as a means of minimizing stormwater runoff.

Task 4 – Prepare Project Deliverables

The following shall be developed and submitted to ARC in the format indicated below:

- Deliverables:
 - Summary report that includes the study purpose and outline of the process, map of study area, a summary of public involvement, summary of findings from the traffic analysis, crash and safety analysis, environmental scan, preferred and alternative concept. Additional documentation and raw data may be attached as appendices, including:
 - Traffic counts, turning movements and other raw traffic data
 - Environmental/historic resources scan memo or survey
 - Public involvement documentation such as sign-in sheets, meeting flyers, agendas, summaries, photos, and compilation of public comments
 - Crash data
 - Any other raw data or documentation required for the concept development or Concept Report
 - Completed Concept Report ready for submission to GDOT for at least one corridor.
 - Preferred and Alternative Conceptual Plan Layouts and Typical Sections for all three corridors.
- Format:
 - Summary Report documents:
 - Single combined PDF file of the final report document which includes the summary report, concept layout, typical sections and the remaining full documentation as appendices (as described above).
 - In addition to the final report, please provide *individual* PDF files of each of the following:
 - Preferred and alternative concept plan layout and typical sections
 - Traffic study
 - Environmental/historic resource scan memo or survey
 - One (1) printed final report document and appendices in 8.5"x11" and concept plan and typical sections in 11"x17".
 - GDOT Concept Report: PDF of completed concept report
 - A USB thumb drive containing electronic files in their original formats with supporting graphics and GIS or other data files (Word, Excel, InDesign, CAD, etc.).

ATTACHMENT B

Compensation and Method of Payment

I. Compensation: The total cost of the Project (as described in “Attachment B”) is \$529,500. ARC’s compensation to the Subgrantee will not exceed 80 percent of the actual costs incurred. However, in no event will the total compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed the sum of \$423,600. All costs in excess of \$423,600 are to be paid by the Subgrantee.

A breakdown of this compensation is shown in Exhibit B-1, “Budget Estimate”, which is attached to and made part of this contract for financial reporting, monitoring and audit purposes.

II. Method of Payment: The following method of payment replaces that specified in the main body of the contract.

A. Progress Payments: The Subgrantee shall be entitled to receive progress payments on the following basis. As of the last day of each month during the existence of this contract, the Subgrantee shall prepare an invoice for payment documenting work completed and costs incurred during the invoice period. This invoice shall be submitted to ARC along with the monthly report by the 10th of the following month. Any work for which reimbursement is requested may be disallowed at ARC’s discretion if not properly documented, as determined by ARC, in the required monthly narrative progress report.

Upon the basis of its audit and review of such invoice and its review and approval of the monthly reports called for in the paragraph concerning “Reports” in the main body of the contract, ARC will, at the request of the Subgrantee, make payments to the Subgrantee as the work progresses but not more often than once a month. Invoices shall reflect 100% of the allowable actual costs incurred, be numbered consecutively and submitted each month until the project is completed. Reimbursement payments from ARC shall be at 80% of the approved invoiced costs.

Subgrantee’s monthly invoices and monthly narrative progress reports are to be submitted to the ARC Director or his authorized agent and must be received by him not later than the 10th day of the following month. ARC may, at its discretion, disallow payment of all or part of an invoice received after this deadline.

B. Final Payment: Final payment shall only be made upon determination by ARC that all requirements hereunder have been completed. Upon such determination and upon submittal of a final invoice, ARC shall pay all compensation due to the Subgrantee, less the total of all previous progress payments made.

Subgrantee’s final invoice and documents as described in “Attachment A, Task 4 – Prepare Project Deliverables” must be received by ARC no later than one month after the project

completion date specified in Paragraph 3 of the contract. ARC may, at its discretion, disallow payment of all or part of a final invoice received after this deadline.

III. Completion of Project: It is agreed that in no event will the maximum compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed \$423,600 and that the Subgrantee expressly agrees that they shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, all of the work and services described in Attachment A.

IV. Access to Records: The Subgrantee agrees that ARC, the Concerned Funding Agency or Agencies and, if appropriate, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Subgrantee which are directly pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions.

The Subgrantee agrees that failure to carry out the requirements set forth above shall constitute a breach of contract and may result in termination of this agreement by ARC or such remedy as ARC deems appropriate.

V. ARC's Designated Agent. In accordance with Paragraph 5 of the main body of this contract, ARC's Director hereby designates ARC's Director of the Center for Livable Communities, as his agent ("Cognizant Center Director") for purposes of this contract only, except for executing amendments hereto.

EXHIBIT B-1**Budget Estimate**

Task 1 – Review of Existing Conditions & Technical Analysis	\$150,000
Task 2 – Public Involvement	\$80,000
Task 3 – Conceptual Plan and Draft Concept Report	\$200,000
Task 4 – Prepare Project Deliverables	<u>\$99,500</u>
Total Cost	\$529,500
ARC Share (80%)	\$423,600
Local Share (20%)	\$105,900

* Note: The estimates listed above are preliminary and actual costs by task may vary so long as the total contract value does not increase. Any change to the budget estimates shown above must be requested in writing and approved by ARC's Center Department Director.

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of Subgrant Agreement with the Atlanta Regional Commission (ARC) for the completion of a SR 279 Study (SPLOST # 17TAT and 17TAD) and the associated contractual paperwork.

Background/History/Details:

On May 11, 2017 the BOC authorized staff to submit three project applications to ARC. Several studies were approved, including this one for the scoping of intersection and corridor improvements needed on SR 279 from SR 138 (the Fayette County border with Fulton County) to SR 85 at Corinth Road. This study is an identified project on the 2017 SPLOST list and its goal is determine need and develop a strong application for future federal-aid for engineering, design, right-of-way, and/or construction. Staff has been coordinating with ARC and our Transportation Consultant during the summer and is ready to begin work shortly after execution of this Agreement.

This work will be performed under ARC subelement 806ETS - Regional Transportation Planning Study Program.

Provided as backup are: Instructions for Execution of Contract, associated forms, the Subgrant Agreement, Attachment A - Scope of Work, and Attachment B - Compensation and Method of Payment.

What action are you seeking from the Board of Commissioners?

Approval of Subgrant Agreement with the Atlanta Regional Commission (ARC) for the completion of a SR 279 Study (SPLOST # 17TAT and 17TAD) and the associated contractual paperwork.

If this item requires funding, please describe:

The budget estimate for this study is \$253,500. Of this amount, ARC shall reimbursement 80% of the project costs (\$202,800). Fayette County's funding for the local match (\$50,700) is available through the 2017 SPLOST # 17TAT and 17TAD.

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:

2017 SPLOST: Federal Aid Corridor: Project B.1-SR279 Study \$64,500 (17TAD)
Planning Study: E.5-SR279 Study \$65,400 (17TAT)

Total 2017 SPLOST allocated \$129,900 less \$50,700 Local Match = \$79,200 savings

Instructions for Execution of Contracts:

1. Have appropriate official sign both copies of the contract.
2. Complete and sign the Certification Regarding Debarment.
3. Complete, sign and notarize the Georgia Security and Immigration Compliance Act Affidavit.
4. Complete and sign the Contractor/Vendor Information form.
5. Return both signed originals of the contract, the completed Certification Regarding Debarment form, the completed Georgia Security and Immigration Compliance Act Affidavit and the completed Contractor/Vendor Information form.
6. ARC will return one original of the contract to the contractor once fully executed by ARC.

The following notes are provided as guidance in addition to (not in place of) local, state and federal laws and the Subgrantee's own rules and procedures for contracting. Herein the "Subgrantee" is defined as the local government or CID sponsor or fund recipient.

1. All work subcontracted by the Subgrantee must use competitive procedures and follow applicable Federal regulations (2 CFR Part 200.318 thru 326). 2 CFR Part 200 is available on the web at <http://www.ecfr.gov>. This regulation also provides guidance on accounting and financial requirements, records maintenance and administration of contracts. Additionally, the Disadvantaged Business Enterprise (DBE) requirements at 49 CFR Part 26 apply to all federally funded projects.
2. If a consultant firm is used to prepare a funding application or an RFP, that consultant firm is precluded from competing for said study contract if the application is successful. For reference, see 2 CFR Part 200.219(a):
In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements.
3. ARC's Disadvantaged Business Enterprise (DBE) goal is 15.64%. This goal must be included in your RFPs, or a higher percentage may be used if required by the Subgrantee. It is a goal and not a quota.
4. All Subgrantee contracts with consultants must be approved in writing (email is acceptable) by ARC prior to execution.
5. The end date of any consultant contract may not be later than the end date of the contract with ARC. This same condition applies to start dates. If the ARC work scope is included in a larger consultant contract (that involves other projects/scopes), the ARC work element must have a clear end date that is prior to the ARC contract expiration date. You should discuss this with ARC staff before you issue any RFP or enter into a contract.
6. If the amount of compensation in the consultant contract is greater than that in the ARC contract, the consultant contract must document how the additional services/costs are funded. The Subgrantee must also keep records on such multi-source funding.
7. ARC, the Georgia Department of Transportation, and the U. S. Department of Transportation must be identified in the consultant contract as "Concerned Funding Agencies".
8. The consultant contract must reference the agreement between the ARC and the Subgrantee (i.e. City, County, CID) and must contain language to the effect of: "Appropriate terms and conditions of the ARC Agreement with the <insert subgrantee name> apply to this agreement."
9. All consultant contracts, as well as your contract with ARC, must include language requiring compliance with the Georgia Security and Immigration Compliance Act as prescribed in O.C.G.A. § 13-10-91.
10. The Scope of Services in the consultant contract must reflect the accomplishment of the work described in the Scope of Services in your contract with ARC. However, the consultant Scope of Services may include more detail or specific tasks based on the consultant's RFP response.
11. Have your attorney review the contract. ARC's review is to focus only on its interests.
12. The Subgrantee, ARC and the Concerned Funding Agencies must have unrestricted rights to use, and to authorize others to use, the work products from your subcontracts. A consultant may retain ownership, as long as these rights are established.
13. Prepayment is not permitted with public funds. Invoices are paid on a reimbursement basis. The consultant will send an invoice to the Subgrantee, the Subgrantee pays it in full. The Subgrantee will then send invoices to ARC, and ARC will pay 80% of the invoices. An invoice template is available for Subgrantees to use.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS AND LOBBYING**

1. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 49 CFR Part 29, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause have the meaning set forth in the Definitions and Coverage sections of rules implementing Executive Order 12549.

The prospective lower tier participant certifies that, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of its statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. LOBBYING

As required by **Section 1352, Title 31 of the U.S. Code** (as implemented at 49 CFR Part 20), the applicant certifies that to the best of his or her knowledge and belief 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 an 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, a 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 was 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.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any persons 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 this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification(s).

NAME OF APPLICANT

AWARD NUMBER and/or PROJECT NAME

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

CONTRACTOR AFFIDAVIT

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 Atlanta Regional Commission 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 Atlanta Regional Commission within five (5) business days after any subcontractor is retained to perform such service.

E-Verify User Identification Number

Date of Authorization

Company Name

BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 201__

[NOTARY SEAL]

Notary Public
My Commission Expires: _____

CONTRACTOR/VENDOR INFORMATION

Legal name & address of
entity with which
ARC is to contract:

If different from above-
Legal name of Payee:
Payment Address:

(If additional addresses are needed, identify each and its purpose on the reverse of this page).

Legal entity status (please mark all that apply):

Corporation Partnership Individual Sole Proprietor
 501C3 501C4 Other Non-profit (describe) _____
 State Government County/Local Government
Other(describe): _____

(Federal) Employer Identification Number: _____

OR

Social Security Number (for an individual): _____

Is this contractor/vendor an attorney/law firm? YES NO

Is this contractor/vendor debarred, suspended, ineligible or excluded from participation in federally funded projects? YES NO

Is this contractor/vendor a:

Disadvantaged Business Enterprise under 49 CFR Part 26? YES NO

Minority or Women

If YES, attach a copy of current certification(s).

Is this contractor/vendor a Non-federal entity that expends \$500,000 or more in a year in Federal awards?
YES NO

If so, attach a copy of most recent single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133.

Certified true and correct:

Name: _____

Title: _____

Signature: _____

Date: _____

SUBGRANT AGREEMENT

THIS AGREEMENT, entered into as of this ____ day of _____, 2018, by and between Fayette County, a political subdivision of the State of Georgia (hereinafter referred to as the "Subgrantee") and the ATLANTA REGIONAL COMMISSION (hereinafter referred to as "ARC").

WITNESSETH THAT:

WHEREAS, ARC desires to engage the Subgrantee to render certain services hereinafter described in connection with an undertaking or project (hereinafter referred to as the "Project") which is to be wholly or partially financed by a grant from the United States Department of Transportation, (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as "the Concerned Funding Agencies");

WHEREAS, the Subgrantee desires to render such services in connection with the project;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Engagement of the Subgrantee. ARC hereby agrees to engage the Subgrantee and the Subgrantee hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. Scope of Services. The Subgrantee shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, the work and services described in Attachment "A" which is attached hereto and made a part hereof.
3. Time of Performance. The services of the Subgrantee are to commence immediately upon execution of this agreement. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A." All work and services required hereunder shall be completed on or before December 31, 2019.
4. Compensation. The Subgrantee shall be compensated for the work and services to be performed under this agreement as set forth in Attachment "B" which is attached hereto and made part hereof. Compensation for work and services in the performance of this contract shall not exceed \$202,800.
5. Approval of Subcontracts. None of the work or services to be performed under this agreement by the Subgrantee shall be subcontracted without the prior written approval of ARC's Executive Director or his authorized agent. If such approval is requested, all subcontract documents shall be submitted to ARC's Executive Director or his authorized agent, for his review and approval prior to the execution of such subcontract. Further, if requested by ARC's Executive Director or his authorized agent, the Subgrantee shall provide

ARC with such documentation as ARC's Executive Director shall require, regarding the method the Subgrantee used in selecting its subcontractor. The Subgrantee acknowledges that if work or services to be performed under this agreement is financed solely or partially with federal funds, the selection of subcontractors is governed by regulations requiring competition between potential subcontractors or adequate justification for sole source selection. The Subgrantee agrees to abide by such regulations in its selection procedure.

Notwithstanding the foregoing, it is the policy of ARC that only highly qualified consultant teams shall be used to perform planning work. The Subgrantee agrees that it shall conduct procurements in accordance with 49 CFR 18.36(d) (3) using competitive proposals. Evaluation criteria will be established such that proposers' qualifications carry the most weight in the selection process. While cost or price may be a factor in the evaluation process, ARC's policy is that cost or price shall comprise no more than 25% of the overall weighted criteria established for said process. Failure to comply with this policy will result in disapproval of any subcontract(s) and withdrawal of ARC funding.

6. Prompt Payment and Retainage. The prime subgrantee agrees to pay each subcontractor under this prime grant for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime subgrantee receives from ARC. The prime subgrantee agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC. This clause applies to both DBE and non-DBE subcontracts.

Any subgrantee found not to be in compliance with this clause will be considered in breach of contract and any further payments will be withheld until corrective action is taken. If subgrantee does not take corrective action, subgrantee may be subject to contract termination.

7. Assignability. The Subgrantee shall not assign, sublet or transfer all or any portion of its interest in this agreement without the prior written approval of ARC.
8. Amendments. ARC may require changes in this agreement. Except for termination for cause or convenience, such changes, including any increase or decrease in the amount of the Subgrantee's compensation shall be incorporated in written amendments to this agreement. Amendments to this agreement may be executed on behalf of ARC only by ARC's Executive Director and Chairman.
9. Insurance. The Subgrantee will have and maintain insurance coverage that complies with the laws of the state of Georgia, as well as reasonable and prudent business practices. Such insurance shall at least include Worker's Compensation, Public Liability, Property Damage, and Valuable Papers coverage.
10. Indemnification. The Subgrantee shall hold harmless and indemnify ARC, its officers, directors, and employees from and against losses, reasonable attorney's fees and costs, that

may be based on any injury to persons or property caused by the negligent performance of services under this agreement by the Subgrantee or any person employed by the Subgrantee.

11. Formal Communication. Formal communications regarding this agreement shall include, but not necessarily be limited to correspondence, progress reports and fiscal reports.

All formal communication regarding this agreement shall be in writing between the person executing this agreement on behalf of the Subgrantee (executor) and ARC's Executive Director. However, the Subgrantee executor and ARC's Executive Director shall each have the right to designate in writing to the other an agent to act in his or her behalf regarding this agreement. Any restrictions to such designation must be clearly defined in the written designation.

In this regard, ARC's Executive Director hereby designates the Director of the Center for Livable Communities as his agent for purposes of this contract only, except for Amendments and Terminations.

12. Reports. The Subgrantee shall furnish ARC with narrative progress reports, in such form and frequency as may be specified by ARC's Executive Director or his authorized agent, outlining the work accomplished by the Subgrantee during the period, including the current status of the Project, and the percentage of work which has been completed.
13. Financial Reports. In addition to other records required by this contract, the Subgrantee agrees to provide to ARC such additional financial reports in such form and frequency as ARC may require in order to meet ARC's requirements for reporting to the Concerned Funding Agencies.
14. Program Fraud and False or Fraudulent Statements or Related Acts. The Subgrantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Subgrantee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the project for which this contract work is being performed. In addition to other penalties that may be applicable, the Subgrantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subgrantee to the extent the Federal Government deems appropriate.
15. Review and Coordination. To ensure adequate assessment of the Subgrantee's project and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The Subgrantee may be required to meet with designated representatives of ARC and the Concerned Funding

Agencies from time to time to review the work and services performed. The Subgrantee shall be given reasonable written notice of such meetings.

16. Inspections. Authorized representatives of ARC and the Concerned Funding Agencies may at all reasonable times review and inspect the Project activities and data collected pursuant to this agreement. Except where specifically prohibited by law, all reports, studies, records, and computations prepared by or for the Subgrantee under this agreement shall be made available to authorized representatives of ARC and the Concerned Funding Agencies for inspection and review at all reasonable times in the Subgrantee's office where data is normally accumulated. Approval and acceptance of such material shall not relieve the Subgrantee of its professional obligation to correct, at its expense, any errors found in the work unless such errors can be shown to be caused by inaccurate or incomplete information provided by ARC.
17. Maintenance of Cost Records. The Subgrantee shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall make such material available at all reasonable times during the period of the agreement, and for three years from the date of final payment under the agreement, for inspection by ARC, the Concerned Funding Agencies, and if the work and services to be performed under this agreement is wholly or partially funded with federal funds, the Comptroller General of the United States, or any of their duly authorized representatives. The Subgrantee shall include the provisions of this paragraph in any subcontract executed in connection with this Project.
18. No Obligation by the Federal Government. ARC and the Subgrantee acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to ARC, the Subgrantee, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
19. Status as Independent Contractors. Nothing contained in this agreement shall be construed to constitute the Subgrantee or any of its employees, servants, agents or subcontractors as a partner, employee, servant, or agent of ARC, nor shall either party to this agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.
20. Subgrantee's Personnel. The Subgrantee represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. Such personnel shall not be employees of ARC, nor shall such personnel have been employees of ARC during any time within the twelve-month period immediately prior to the date of this agreement, except with the express prior written consent of ARC. Further, the Subgrantee agrees that no such former ARC employees shall be involved in any way with the performance of this agreement, without the express prior written approval of ARC.

21. Employees' Rate of Compensation. The rate of compensation for work performed under this project by a staff member or employee of the Subgrantee shall not exceed the compensation of such person that is applicable to his or her other work activities for the Subgrantee. Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.
22. Interest of Subgrantee. The Subgrantee covenants that neither the Subgrantee, nor anyone controlled by the Subgrantee, controlling the Subgrantee, or under common control with the Subgrantee, nor its agents, employees or Subgrantees, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Subgrantee's service hereunder in an impartial and unbiased manner. The Subgrantee further covenants that in the performance of this agreement no person having any such interest shall be employed by the Subgrantee as an agent, Subgrantee or otherwise. If the Subgrantee contemplates taking some action which may constitute a violation of this paragraph, the Subgrantee shall request in writing the advice of ARC, and if ARC notifies the Subgrantee in writing that the Subgrantee's contemplated action will not constitute a violation hereof, then the Subgrantee shall be authorized to take such action without being in violation of this paragraph.
23. Interest of Members of ARC and Others. No officer, member or employee of ARC, and no public official of any local government which is affected in any way by the project, who exercises any function or responsibilities in the review or approval of the project or any component part thereof, shall participate in any decision relating to this agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of ARC, or public official of any local government affected by the project, have an interest, direct or indirect, in this agreement or the proceeds arising therefrom.
24. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be admitted to any share or part of this agreement or to any benefits to arise herefrom.
25. Compliance with Requirements of the Concerned Funding Agencies. The Subgrantee shall be bound by the applicable terms and conditions of the Grant Contract between ARC and the Concerned Funding Agencies which said Grant Contract is on file in the offices of ARC and is hereby made a part of this agreement as fully as if the same were attached hereto. ARC will notify the Subgrantee in writing of any applicable changes within a reasonable time after ARC has received appropriate notice of such changes from the Concerned Funding Agencies.
26. Rights in Documents, Materials and Data Produced. For purposes of this agreement, "data" includes, but is not limited to, writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. ARC and the Concerned Funding Agencies shall have the right to use same without restriction or limitation and

without compensation to the Subgrantee other than as provided in this agreement. The Subgrantee acknowledges that matters regarding rights to inventions and materials generated by or arising out of this agreement may be subject to certain regulations issued by the Concerned Funding Agencies.

27. Data and Software Licensing. During performance of the work covered by this Agreement ARC may provide certain data or software products, such as aerial photography or commercially available planning data and software, to the Subgrantee that have been obtained from various sources under specific licensing agreements. The Subgrantee acknowledges that any data or software that ARC may provide hereunder is provided as a non-exclusive, non-transferable, limited license for the Subgrantee or its Sub-Subgrantees to use the data or software for the work covered by this Agreement only. The Subgrantee shall not redistribute, republish or otherwise make this data or software available to any party not covered by this Agreement. The Subgrantee or any Sub-Subgrantees shall not use this data or software for any work not covered by this Agreement. The Subgrantee further acknowledges that upon completion of the project covered by this Agreement all data and software provided by ARC will be returned to ARC and all copies of the data or software residing on the Subgrantee's or Sub-Subgrantee's computer systems will be removed.
28. Publicity. Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this agreement shall not be presented or published without first submitting the same to ARC for review and comment. No such presentation shall be made until comments have been received from ARC regarding such review; provided, however, if such comments have not been received by the Subgrantee within thirty calendar days after such submission, it shall be presumed that ARC has no objection thereto. ARC's comments, objections, reservations or disagreements regarding such material shall be accommodated as ARC shall specify.
29. Assurances. The Subgrantee hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements (as applicable), including, but not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 48 CFR 31, "Contract Cost Principles and Procedures," Executive Order 12372, "Intergovernmental review of Federal programs," U.S. Office of Management and Budget Circular Nos. A 21, "Cost Principles for Educational Institutions," and A 133, "Audits of States, Local Governments and Non-Profit Organizations," or other requirements imposed by ARC or the Concerned Funding Agencies concerning requirements of law or project matters as expressly made applicable by ARC herein, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted project. For audits of fiscal years beginning on or after December 26, 2014, the provisions of 2 CFR 200.501 supersede OMB circular A133. A nonfederal entity that expends \$750,000 or more in federal awards during its fiscal year must have a single or program-specific audit conducted for that year. Also, the Subgrantee gives assurance and certifies with respect to this agreement that:
- a. For all agreements:

- i. It possesses legal authority to apply for this agreement, and, if appropriate, to finance and construct any proposed facilities; and, any required resolution, motion or similar action has been duly adopted or passed as an official act of the Subgrantee's governing body; that proper authorization exists for the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee to act in connection with the application and to provide such additional information as may be required, and, upon ARC approval of its application, that the person identified as the official representative of the Subgrantee is authorized to execute an agreement incorporating the terms of its application.
- ii. It understands that the phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
- iii. It will comply with Title VI of the Civil Right Act of 1964 (P.L. 88-352 and 42 USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, handicap, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any project or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. The Subgrantee shall take affirmative action to ensure that qualified applicants are employed and qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities.

The Subgrantee shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall not discriminate against any qualified client or recipient of services provided through this agreement on the basis of age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall cause foregoing provisions to be included in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

The Subgrantee shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as ARC or the Concerned Funding Agencies may require.

The Subgrantee agrees to comply with such rules, regulations or guidelines as ARC or the Concerned Funding Agencies may issue to implement the requirements of this paragraph.

- iv. It will comply with applicable requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted projects.
- v. It will comply with the applicable provisions of the Hatch Act which limits the political activity of employees.
- vi. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- vii. It will cooperate with ARC in assisting the Concerned Funding Agencies in this compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et set.) by (a) consulting, through ARC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through ARC, the Concerned Funding Agencies of the existence of any such properties, and by (b) complying with all requirements established by ARC or the Concerned Funding Agencies to avoid or mitigate adverse effects upon such properties.
- viii. For agreements not involving federal financial assistance for construction, it will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Concerned Funding Agencies, through ARC, of the receipt of any communication from the Director of the EPA Office of Federal Activities indicting that a facility to be used in the project is under consideration for listing by EPA.
- ix. It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- x. The Subgrantee agrees that throughout the performance of this contract it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC 1324a and O.C.G.A. § 13-10-91 regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United States. Thereunder, Subgrantee will ensure that only persons who are citizens or

nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this contract or any subcontract hereunder.

- xi. The Subgrantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

The Subgrantee further agrees to include the provisions contained in the forgoing paragraph in each subcontract for services hereunder.

The Subgrantee shall not retaliate or take any adverse action against any employee or any subcontractor for reporting, or attempting to report a violation(s) regarding applicable immigration laws.

- b. For agreements involving either full or partial federal financial assistance for construction projects(s):
 - i. It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.
 - ii. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Usable by, the Physically Handicapped," Number A117 1-1961, as modified (41 CFR 101 - 17.703). The Subgrantee will be responsible for conducting inspections to ensure compliance by the Subgrantee with these specifications.
- c. For agreements exceeding \$100,000.00 in federal financial assistance:
 - i. It will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

30. Certifications.

- a. Prohibition Against Use of Funds to Influence Legislation (Lobbying). No part of any funds under this agreement shall be used to pay the salary or expenses of any Subgrantee, or agent acting for the Subgrantee, to engage in any activity designed to influence legislation or appropriations pending before the Congress as stated in 49 CFR 20.
- b. Debarment and Suspension. The Subgrantee agrees to comply with the nonprocurement debarment and suspension rules in 49 CFR 29.

- c. **Drug-Free Workplace.** The Subgrantee agrees and certifies that it will comply with the requirements for a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia, including passing through this requirement to lower tier Subgrantees.
 - d. The Subgrantee agrees and hereby certifies that it will comply with the Georgia Security and Immigration Compliance requirements of O.C.G.A. § 13-10-91.
31. **Other Requirements.** In addition to other requirements of this agreement, the Subgrantee agrees to comply with, and shall be bound by, the applicable terms and conditions of all state and federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards, and the ARC Disadvantaged Business Enterprise Plan (in compliance with 49 CFR Part 26), as appropriate. In addition, the Subgrantee further agrees to comply with the DBE Utilization Plan submitted to ARC as part of its proposal. All such documents are hereby made part of this agreement fully as if the same were attached hereto.

The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The Subgrantee shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT assisted agreements. Failure by the Subgrantee to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

The Subgrantee agrees to pay each subcontractor under this prime agreement for satisfactory performance of its agreement no later than ten business days from the receipt of each payment that said prime Subgrantee receives from ARC. The prime Subgrantee agrees further to return retainage payments to each subcontractor within ten business days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC. This clause applies to both Disadvantaged Business Enterprises and non-Disadvantaged Business Enterprises.

32. **Termination for Mutual Convenience.** ARC or the Subgrantee may terminate this agreement in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall, through formal written amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs. Settlement will be made in accordance with the terms and conditions of this agreement. ARC shall allow full credit to the Subgrantee for the ARC share of the non-cancelable obligations, properly incurred by the Subgrantee prior to termination.
33. **Termination for Convenience.** ARC may terminate this agreement, in whole or in part, at any time by giving written notice to the Subgrantee of such termination and specifying the

effective date thereof, at least fifteen days before the effective date of such termination. In that event, all information and material produced or collected under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. If this agreement is terminated by ARC as provided in this paragraph, the Subgrantee will be reimbursed for the otherwise allowable actual expenses incurred by the Subgrantee up to and including the effective date of such termination, as authorized in Attachment "B." The Subgrantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs.

34. Termination of the Agreement for Cause. If the Subgrantee, due to its action or failure to act, shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Subgrantee has or shall violate any of the covenants, agreements, representations or stipulations of this agreement, ARC shall thereupon have the right to terminate this agreement by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all information and materials collected or produced under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. The Subgrantee shall be entitled to receive just and equitable compensation for any satisfactory work completed under the Scope of Service up to and including the effective date of termination as authorized in Attachment "B." Notwithstanding the foregoing to the extent provided by law, the Subgrantee shall not be relieved of liability to ARC for damages sustained by ARC by virtue of any breach of this agreement by the Subgrantee and ARC may withhold any payments to the Subgrantee for the purpose of set-off for damages caused by the Subgrantee's breach, until such time as the exact amount of damages to ARC from the Subgrantee is determined.
35. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this agreement, in the event that any of the funds for carrying out the functions to which this agreement relates do not become available, then, upon written notice to the Subgrantee, this agreement may be immediately terminated without further obligation of ARC.
36. Suspension Due to Non-Availability of Funds. The Concerned Funding Agencies have the right to suspend financial assistance for this project. Consequently, ARC reserves the same right regarding this agreement. Such suspension would cause the withholding of further payments and/or prohibiting the Subgrantee from incurring additional obligations during the suspension period. However, unless notified in writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by the Subgrantee prior to the date of suspension to the extent that they are noncancelable.
37. Disputes and Appeals Any dispute concerning a question of fact arising either from a Subgrantee or subgrant selection decision, or under a Subgrantee or subgrant contract, once executed, shall be decided by the cognizant Center Director who, after advisory consultation with all appropriate ARC officials (e.g., Director of Business Services, General Counsel, etc.), shall promptly reduce such decision concerning the question of fact to writing and

mail, or otherwise furnish a copy thereof, to the disputing party (i.e., as appropriate, either: the unsuccessful proposer; or the Subgrantee or subgrantee). The Center Director shall concurrently fully advise the disputing party, in writing, of the provisions outlined herein below concerning the disputing party's right to appeal the decision to the ARC Executive Director. A copy of all such documents shall also be furnished to the Director of Business Services.

The decision of the Center Director shall be final and conclusive unless, within ten (10) calendar days of receipt of such written decision, the disputing party mails or otherwise furnishes a written appeal concerning the question of fact to the ARC Executive Director, who shall arrange a formal hearing within twenty (20) calendar days after receipt of such appeal. Both the appealing party and the cognizant Center Director shall be notified no less than five (5) calendar days in advance of the hearing and shall have the right to present witnesses and give evidence concerning the question of fact at such time. Within twenty (20) calendar days after the hearing, the Executive Director shall make a decision concerning the question of fact in writing to the appealing party and to the cognizant Center Director. A copy of the decision shall also be furnished to the Director of Business Services.

The decision of the Executive Director concerning the question of fact shall be final and conclusive unless determined by the cognizant grantor agency or agencies, or the Comptroller General of the United States, or a court of competent jurisdiction to have been arbitrary, capricious, an abuse of discretion or otherwise not in accordance with the law.

Pending final decision of an appeal to the Executive Director under a Subgrantee or subgrant contract already executed, the Subgrantee or subgrantee shall proceed diligently with the performance of the contract and in accordance with the cognizant Center Director's decision.

Nothing in the foregoing shall be construed as making final the decisions of the cognizant Center Director or the Executive Director as such decision relate to question of law.

38. Applicable Law. This agreement shall be deemed to have been executed and performed in the State of Georgia. All questions of interpretation and construction shall be construed by the laws of Georgia.

IN WITNESS WHEREOF, the Subgrantee and ARC have executed this agreement as of the day first above written.

ATTEST:

FAYETTE COUNTY

By: _____

Title: _____

ATTEST:

ATLANTA REGIONAL COMMISSION

ARC Assistant Secretary

By: _____

Executive Director

By: _____

Chair

ATTACHMENT A

Scope of Work

I. General: The work to be accomplished is in support of the following Atlanta Regional Commission (ARC) subelement:

806ETS- Regional Transportation Planning Study Program

II. Area covered: All the necessary services provided in this subgrant contract will support the scoping of intersection and corridor improvements needed on SR 279 from SR138 (the Fayette County border with Fulton County) to SR 85 at Corinth Road. The study area may extend beyond these limits if needed for logical termini purposes.

III. Goal: The Regional Transportation Planning Study (RTPS) program provides funding to local governments and Community Improvement Districts for transportation plans, corridor studies and feasibility studies that support the goals and objectives of the Atlanta Region's Plan. The purpose of these studies is to develop project concepts that improve safety, mobility and access to all roadway users, while also preparing them for advancement to Scoping and/or PE phases (in future TIP project solicitations).

IV. Work Tasks: The SR 279 Study will examine viable, cost-effective intersection and corridor configuration options that improve mobility and safety. Concepts will also consider short- and long-range alternatives for improving multi-modal safety, efficiency, and operations of the SR 279 corridor. The project recommendations will be based on the following criteria and considerations:

- Consistency with the vision and goals set forth in Fayette County's Comprehensive Transportation Plan, the Atlanta Region's Plan, and other pertinent planning documents
- Collaborative involvement and support of key stakeholders and the public
- Potential to address existing and future mobility needs of the corridors for all modes and users
- Sensitivity to current and future land uses, including access management strategies that maximize safety and efficiency
- Safety throughout the corridor and at intersections

The work to be accomplished under this contract is divided into the following tasks:

Task 1 –Review of Existing Conditions & Technical Analysis

Conduct traffic, environmental, and geometric study to determine feasibility of various cross-sections and concept layouts along the corridor. Specific tasks include:

- Conduct a review of relevant previous plans and studies, current land use or transportation regulations or policies that impact the study area, and developments and projects underway, permitted or programmed in the study area.
- Conduct traffic counts and trip generation analysis. The data will include, but will not be limited to, peak-hour turning movement counts, volumes at major intersections, truck volumes, and daily traffic counts.
- Conduct a review of the operations along the study corridor, including, but not limited to bicycle and pedestrian infrastructure, inventory of intersections, turn lanes, medians, locations of driveways and opportunities for consolidation, and signal timing information.
- Conduct a safety audit of the study corridor, including reviewing the most recent 5 years of crash data available for all modes, conducting a field visit by the stakeholder team, photo-documenting potential safety risk factors. Analyze crash data to understand not just crash counts and locations but crash rates.
- Conduct preliminary environmental screening consisting of a windshield survey, ground truthing (where necessary), and electronic database record research to document environmentally sensitive resources within the natural, social, and cultural environments including but not limited to NWI mapping, cultural and historic resources, underground storage tank or Hazmat sites, threatened and endangered species, noise and air quality impacts, floodplains.
- Research right-of-way (ROW) information to determine number of parcels, driveways, easements, property owners, potential relocations and other impacts, and estimated costs for acquisitions including easements.
- Identify pre-existing utilities or railroads that could be impacted by any of the alternative concepts identified, and corresponding contact information of the utility owners.
- Conduct a needs assessment using the latest version of the ARC Travel Demand Model (or other traffic simulation forecasting application) and GDOT historical traffic count data to develop a proposed growth rate and traffic analysis of existing conditions and future year no-build conditions for the design year and open year. Existing and future system deficiencies and needs will be identified based on the traffic analysis results.

Task 2– Public Involvement

The goal of this task is to develop a local planning outreach process that promotes the involvement of all stakeholders in the study area. Collaborative involvement of racial and ethnic minorities, as well as low-income households will be integral. Fayette County and its consultants will be responsible for designing an effective and innovative public involvement program with input from ARC.

Project Management Team: The County shall establish a Project Management Team that includes, at a minimum, the County project manager, the consultant(s), and ARC. This team shall meet monthly (in-person or via conference call as appropriate) to share information, discuss

the study progress, and plan for upcoming meetings. The project's ARC project manager must be notified of all public meetings taking place.

Stakeholder and Public Engagement:

The outreach plan and schedule must be approved by the Project Management Team, and shall include outreach and coordination with targeted stakeholders and agency partners, as well as broad outreach to the public. Minimum requirements are as follows:

- Stakeholder Coordination and Outreach:
 - Outreach to key stakeholders such as property owners, business owners, schools, places of worship, residents and tenants adjacent to the study corridor. The format may include, but not limited to, meetings (in person, phone or web-conference), focus groups and/or individual stakeholder interviews.
 - Agency coordination with relevant Fayette County offices (e.g. Planning, Public Works, Parks), GDOT offices (e.g. Planning, District Engineer, Traffic Safety, Environmental Services), State Historic Preservation Office (if warranted), City of Fayetteville planning department, ARC, railroad owners, and other agency partners as needed.
- Engagement with the public will include educating about design alternatives and their potential impacts, as well as seeking input and consensus on preferred concepts, typical sections or improvements. A variety of tools and approaches should be used, including social media, surveys, and hosting in-person outreach activities along the corridor. No fewer than two (2) public events shall be held, however if appropriate, they may be combined with other meetings, events, or festivals in the area such as Balloons over Fayette.
- Project information will be uploaded to a project website (hosted by the County or the consultant) to provide basic project information to the public, and shall include project materials, meeting summaries, and design alternatives being considered, and shall provide the opportunity to leave feedback. Notice of public meetings should be shared on variable message boards placed along the study corridor. Property owners along the corridor will also receive project information postcards. Project information and opportunities for input should also be shared on social media.

Task 3 – Conceptual Plan and Draft Concept Report

Based on the existing conditions, technical analysis, public and stakeholder input, the County and its consultants will develop a concept layout, typical sections, and prepare a draft GDOT Concept Report for the preferred alternative. The following tasks are required:

- Develop preferred and alternative alignments and typical sections for the corridors.
- Documentation for selection of Preferred Concept (including public, stakeholder, GDOT and agency comments, as well as technical justifications related to but not limited to traffic, safety, constructability).
- Preparation of draft GDOT Concept Report, which includes analysis of potential environmental impacts, ROW and cost estimates. With ARC's assistance, seek preliminary review and comments of concept report from GDOT staff.

- Concepts shall comply with ARC's and GDOT's Complete Streets policies, FHWA proven safety countermeasures and should incorporate green infrastructure as a means of minimizing stormwater runoff.

Task 4 – Prepare Project Deliverables

The following shall be developed and submitted to ARC in the format indicated below:

- Deliverables:
 - Summary report that includes the study purpose and outline of the process, map of study area, a summary of public involvement, summary of findings from the traffic analysis, crash and safety analysis, environmental scan, preferred and alternative concept. Additional documentation and raw data may be attached as appendices, including:
 - Traffic counts, turning movements and other raw traffic data
 - Environmental/historic resources scan memo or survey
 - Public involvement documentation such as sign-in sheets, meeting flyers, agendas, summaries, photos, and compilation of public comments
 - Crash data
 - Any other raw data or documentation required for the concept development or Concept Report
 - Completed Concept Report ready for submission to GDOT.
 - Preferred and Alternative Conceptual Plan Layouts and Typical Sections
- Format:
 - Summary Report documents:
 - Single combined PDF file of the final report document which includes the summary report, concept layout, typical sections and the remaining full documentation as appendices (as described above).
 - In addition to the final report, please provide *individual* PDF files of each of the following:
 - Preferred and alternative concept plan layout and typical sections
 - Traffic study
 - Environmental/historic resource scan memo or survey
 - One (1) printed final report document and appendices in 8.5"x11" and concept plan and typical sections in 11"x17".
 - GDOT Concept Report: PDF of completed concept report
 - A USB thumb drive containing electronic files in their original formats with supporting graphics and GIS or other data files (Word, Excel, InDesign, CAD, etc.).

ATTACHMENT B

Compensation and Method of Payment

I. Compensation: The total cost of the Project (as described in “Attachment B”) is \$253,500. ARC’s compensation to the Subgrantee will not exceed 80 percent of the actual costs incurred. However, in no event will the total compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed the sum of \$202,800. All costs in excess of \$202,800 are to be paid by the Subgrantee.

A breakdown of this compensation is shown in Exhibit B-1, “Budget Estimate”, which is attached to and made part of this contract for financial reporting, monitoring and audit purposes.

II. Method of Payment: The following method of payment replaces that specified in the main body of the contract.

A. Progress Payments: The Subgrantee shall be entitled to receive progress payments on the following basis. As of the last day of each month during the existence of this contract, the Subgrantee shall prepare an invoice for payment documenting work completed and costs incurred during the invoice period. This invoice shall be submitted to ARC along with the monthly report by the 10th of the following month. Any work for which reimbursement is requested may be disallowed at ARC’s discretion if not properly documented, as determined by ARC, in the required monthly narrative progress report.

Upon the basis of its audit and review of such invoice and its review and approval of the monthly reports called for in the paragraph concerning “Reports” in the main body of the contract, ARC will, at the request of the Subgrantee, make payments to the Subgrantee as the work progresses but not more often than once a month. Invoices shall reflect 100% of the allowable actual costs incurred, be numbered consecutively and submitted each month until the project is completed. Reimbursement payments from ARC shall be at 80% of the approved invoiced costs.

Subgrantee’s monthly invoices and monthly narrative progress reports are to be submitted to the ARC Director or his authorized agent and must be received by him not later than the 10th day of the following month. ARC may, at its discretion, disallow payment of all or part of an invoice received after this deadline.

B. Final Payment: Final payment shall only be made upon determination by ARC that all requirements hereunder have been completed. Upon such determination and upon submittal of a final invoice, ARC shall pay all compensation due to the Subgrantee, less the total of all previous progress payments made.

Subgrantee’s final invoice and documents as described in “Attachment A, Task 4 – Prepare Project Deliverables” must be received by ARC no later than one month after the project

completion date specified in Paragraph 3 of the contract. ARC may, at its discretion, disallow payment of all or part of a final invoice received after this deadline.

III. Completion of Project: It is agreed that in no event will the maximum compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed \$202,800 and that the Subgrantee expressly agrees that they shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, all of the work and services described in Attachment A.

IV. Access to Records: The Subgrantee agrees that ARC, the Concerned Funding Agency or Agencies and, if appropriate, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Subgrantee which are directly pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions.

The Subgrantee agrees that failure to carry out the requirements set forth above shall constitute a breach of contract and may result in termination of this agreement by ARC or such remedy as ARC deems appropriate.

V. ARC's Designated Agent. In accordance with Paragraph 5 of the main body of this contract, ARC's Director hereby designates ARC's Director of the Center for Livable Communities, as his agent ("Cognizant Center Director") for purposes of this contract only, except for executing amendments hereto.

EXHIBIT B-1**Budget Estimate**

Task 1 – Review of Existing Conditions & Technical Analysis	\$75,000
Task 2 – Public Involvement	\$50,000
Task 3 – Conceptual Plan and Draft Concept Report	\$75,000
Task 4 – Prepare Project Deliverables	<u>\$53,500</u>
Total Cost	\$253,500
ARC Share (80%)	\$202,800
Local Share (20%)	\$50,700

* Note: The estimates listed above are preliminary and actual costs by task may vary so long as the total contract value does not increase. Any change to the budget estimates shown above must be requested in writing and approved by ARC's Center Department Director.

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of Resolution 2018-16 to change a street name in Longboat Subdivision from Paddle Cove to Kayak Court.

Background/History/Details:

The Final Plat was recorded in June of 2018 with two streets being too closely named "Paddle" in the Longboat Subdivision (Paddle Court and Paddle Cove). This was discovered after the Final Plat was recorded.

There are two residential building permits in process to date (10/10/18) on Paddle Cove and the homes have not been completed.

What action are you seeking from the Board of Commissioners?

Approval of Resolution 2018-16 to change a street name in Longboat Subdivision from Paddle Cove to Kayak Court.

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

FAYETTE COUNTY

RESOLUTION

NO. 2018-16

A RESOLUTION OF THE BOARD OF COMMISSIONERS FOR FAYETTE COUNTY GEORGIA TO RENAME THAT ROAD CURRENTLY PLATTED IN THE LONGBOAT SUBDIVISION, PHASE 2, AS PADDLE COVE IN ORDER TO MAKE IT MORE CLEARLY DISTINGUISHABLE FROM OTHER SUBDIVISION STREETS WITH SIMILAR NAMES; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE; AND FOR OTHER PURPOSES.

BE IT RESOLVED BY THE FAYETTE COUNTY BOARD OF COMMISSIONERS THAT THE ROAD PLATTED IN THE LONGBOAT SUBDIVISION, PHASE 2, CURRENTLY KNOWN AS PADDLE COVE BE RENAMED AS FOLLOWS:

WHEREAS, the Final Plat of Longboat Subdivision Phase 2, fronting on Dockstreet Ally and hereinafter referred to as “Longboat,” was approved by the Fayette County Planning Commission on June 21, 2018 as a twenty-three-unit R-40, residential development; and

WHEREAS, the Final Plat for Longboat was filed with the Fayette County Clerk of Court on July 2, 2018 and recorded at Plat Book 51 pages 16-22; and

WHEREAS, said Final Plat includes all the names of those streets in the subdivision street system that will traverse Longboat; and

WHEREAS, the street system includes streets named both Paddle Court and Paddle Cove; and

WHEREAS, the similarity between the names of these two streets could cause confusion

in the identification of the residences on these streets; and

WHEREAS, although two residential structures are in progress on Paddle Cove, no residential structures have been completed or currently exist on that street; and

WHEREAS, the renaming of Paddle Cove, prior to completion of residential structures on that street, will avoid possible confusion of addresses; and

WHEREAS, the County has been advised that Kayak Court is a suitable and available alternative name for Paddle Cove; and

WHEREAS, the renaming of Paddle Cove to Kayak Court will prevent potential confusion with the street known as Paddle Court.

NOW THEREFORE BE IT RESOLVED THAT the Board of Commissioners for Fayette County does hereby formally resolve that the road named Paddle Cove in the Longboat Phase 2 Subdivision Plat recorded July 2, 2018 at Plat Book 51 Page 16-22 henceforth be known as Kayak Court.

SO RESOLVED this _____ day of October 2018.

BOARD OF COMMISSIONERS
FAYETTE COUNTY, GEORGIA

(SEAL)

By: _____
Eric K. Maxwell, Chairman

ATTEST:

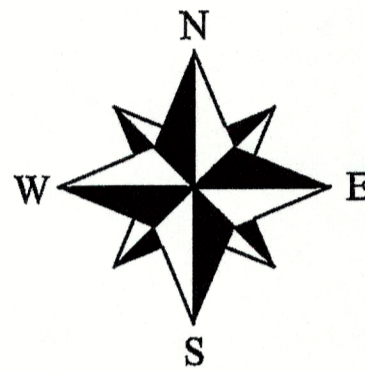
Tameca P. White, County Clerk

Doc ID: 010416780007 Type: PLAT
 Recorded: 07/02/2018 at 02:05:00 PM
 Fee Amt: \$56.00 Page 1 of 7
 Fayette, Ga. Clerk Superior Court
 Sheila Studdard Clerk of Court
BK 51 PG 16-22

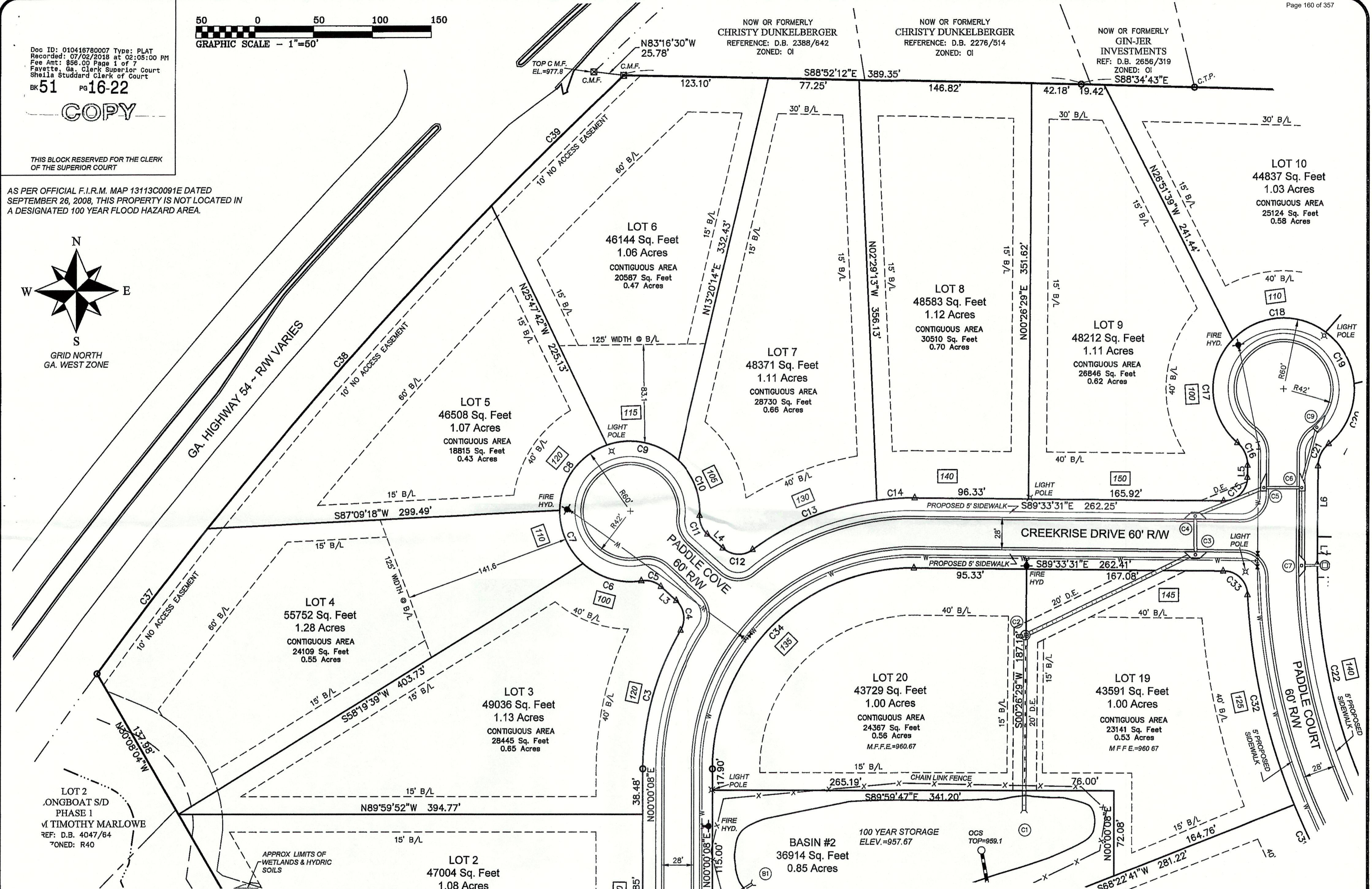
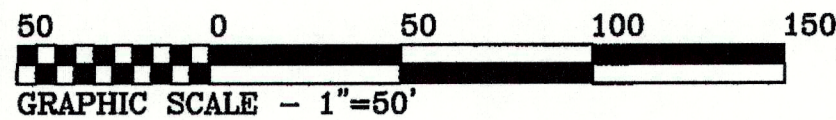
COPY

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

AS PER OFFICIAL F.I.R.M. MAP 13113C0091E DATED SEPTEMBER 26, 2008, THIS PROPERTY IS NOT LOCATED IN A DESIGNATED 100 YEAR FLOOD HAZARD AREA.



GRID NORTH
 GA. WEST ZONE



DATE: NOVEMBER 30, 2017	ISSUE		
SCALE: 1"=50'	No.	DESCRIPTION	DATE
ACREAGE:	1	AS PER COUNTY COMMENTS	5/1/18
CITY:	2	ADD SOIL SURVEY TO SHEET SET	6/8/18
DRAWN TM			
CHECKED: RM			
SHEET # 3 OF 7			
PROJECT # 15-186			

IN MY OPINION, THIS IS A TRUE AND CORRECT REPRESENTATION OF THE PLATTED PROPERTY AND HAS BEEN PREPARED IN CONFORMITY WITH THE STANDARDS AND REQUIREMENTS OF LAW.

RANDY MCLAIN
 GEORGIA R.L.S. #2703

FINAL PLAT OF:
**LONGBOAT SUBDIVISION
 PHASE 2**

LAND LOT 70 - 7TH. DISTRICT
 FAYETTE COUNTY, GEORGIA



McLAIN SURVEYING, INC.
 LAND SURVEYING - LAND PLANNING - LAND DEVELOPMENT

6 MADISON STREET
 NEWNAN, GEORGIA 30263
 PHONE: 770-251-8523 - EMAIL: tblain339@numail.org

SHEET 3 OF 7

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of amendments to the Tourist Accommodation fee schedule.

Background/History/Details:

Staff recommends amending the tourist accommodation fee schedule to be the same fees as for a personal care home. The recommended fees are as follows:

	Current	Proposed
Application Fee	\$100.00	\$75.00
Annual Fee	\$500.00	\$250.00
Fingerprint Fee	\$44.25	Same
Additional Crim. Histories	\$30.00 each	Same

What action are you seeking from the Board of Commissioners?

Approval of amendments to the Tourist Accommodation fee schedule.

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:

Marshal's Office/Code Enforcement

Fee Schedule for Chapter VI. - Tourist Accommodations (Approved _____)

Application Fee - \$75.00

Annual Fee - \$250.00

Fingerprint Fee - \$44.25

Additional Crim. Histories -- \$30.00 each

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of staff's recommendation of procuring Professional Services to facilitate the enforcement of Chapter VI. - Tourist Accommodations with an expense budget adjustment of \$4,000 and a revenue adjustment of \$2,000 for a net impact to fund balance of \$2,000.

Background/History/Details:

Staff recommends that the County engage the Professional Services of a company/entity to provide addresses of tourist accommodations in unincorporated Fayette County through data mining of the various web sites where tourist accommodations are posted. This is needed for staff to notify these property owners that a permit is required under Chapter VI. - Tourist Accommodations.

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation of procuring Professional Services to facilitate the enforcement of Chapter VI. - Tourist Accommodations with an expense budget adjustment of \$4,000 and a revenue adjustment of \$2,000 for a net impact to fund balance of \$2,000.

If this item requires funding, please describe:

Budget amendment needed for \$2,000 (revenues) and \$4,000 (expenditures), net impact to fund balance of \$2,000.

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:

Annual contract = \$6,760 / 7 months to be funded in FY2019 \$4,000. Revenues based on 5 Tourist Accommodations @ \$400 each = \$2,000.

Professional Services Requested

A company which can provide a system for the monitoring and identification of addresses and contact information of all short-term rental/tourist accommodation properties within the borders of the unincorporated areas of Fayette County, Georgia to include periodic reports to assist in the monitoring of short-term rental/tourist accommodation rental activity.

Host Compliance

Address Identification: Online dashboard with complete address information and screenshots of all identifiable STRs in Fayette County's jurisdiction.	\$4,560/yr
Rental Activity Monitoring and Tax Collection Support: Ongoing monitoring of Fayette County's STR listings for signs of rental activity. Enables data-informed tax compliance monitoring and other enforcement practices that require knowledge of STR activity level	\$2,200/yr
TOTAL	\$6,760/yr

Lease Abuse

Monthly cost for Short Term Rental (STR) monitoring and alerting of: Short-Term Rentals in Fayette County (cities excluded), Georgia / Address identification included (where available) At least one scan per month of the target area, including a manual review by LeaseAbuse researchers of possible matches and subsequent alerting to you.	\$8,400.00/yr
TOTAL	\$8,400.00/yr



Cost-effective solutions to Fayette County's short-term rental monitoring and compliance problems

Agenda

- Introductions
- U.S. and Fayette County Specific Market Context
- The Host Compliance Solution
- Discussion and Next Steps



- Silicon Valley based technology company
- Only provider of short-term rental compliance monitoring technology for local governments
- Team of seasoned local government technology executives and data-scientists



Ulrik Binzer
Founder & CEO

- Former COO of 2 VC backed companies
- Prior military officer and graduate of Harvard Business School
- Launched Host Compliance when asked by local town council to study possible ways to address its short-term rental compliance issues



Paul Hetherington
Chief Commercial Officer

- Working with Local Government for over 20 years
- Love of technology and efficiency
- Focused on solutions with dramatic impact.
- Dad, Triathlete and graduate of British Columbia Institute of Technology

More than 130 leading cities and counties are looking to Host Compliance for guidance, data and solutions to their short-term rental challenges

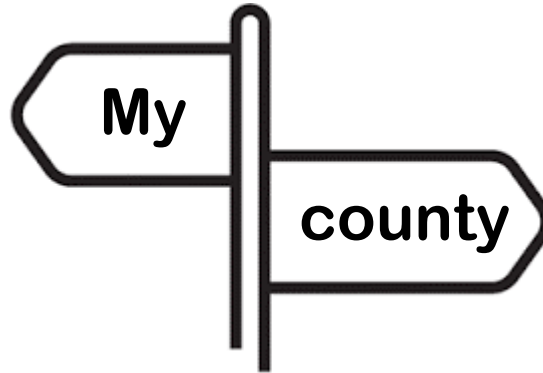


Check <https://hostcompliance.com/clients/> for updates

Agenda

- Introductions
- U.S. and Fayette County Specific Market Context
- The Host Compliance Solution
- Discussion and Next Steps

Tell us a bit about you, Fayette County, and where you are in terms of regulating short-term rentals?

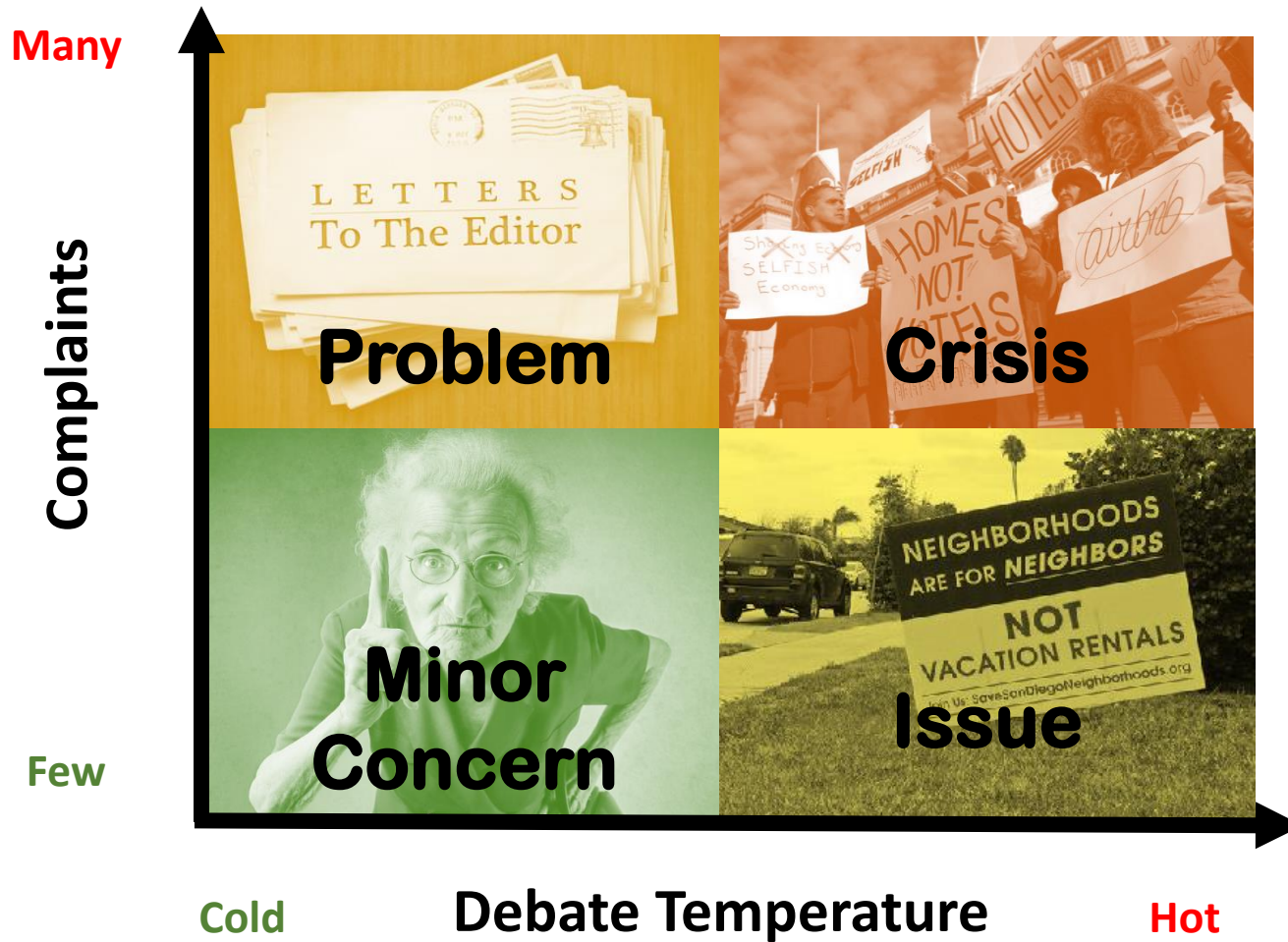


What are Fayette County's most important goals as it relates to short-term rentals?

1. Reduce noise, parking, traffic and trash-problems
2. Eliminate party houses
3. Reduce STR's impact on neighborhood character
4. Ensure building safety
5. Improve county's responsiveness to neighbor complaints
6. Stem STR's negative impact on affordable housing availability
7. Improve permit and tax compliance to increase tax revenue
8. Ensure a level playing field between law abiding traditional lodging providers and illegal short-term rentals
9. Reduce tension between short-term rental property owners and their neighbors
10. Send a clear message to citizens that the county takes the STR problems seriously
11. Other?



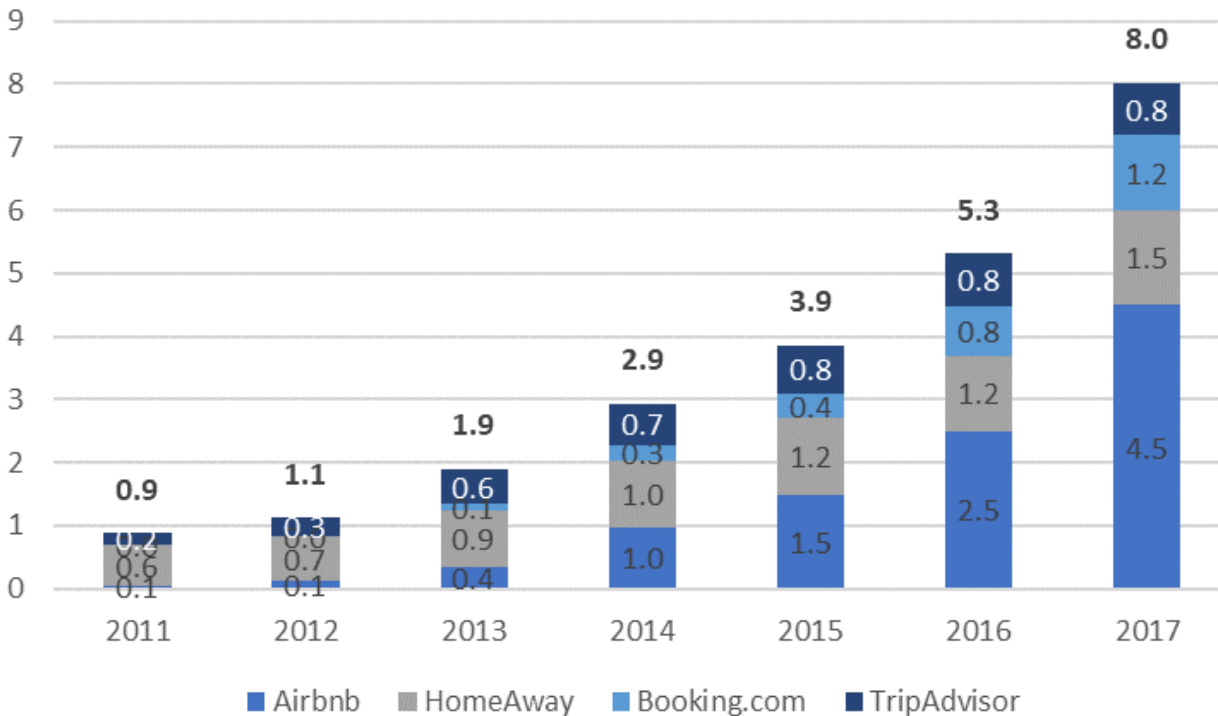
How big of a problem are short-term rentals in Fayette County?



Market Context: AirBnb, VRBO and 100's of other vacation rental websites have turned vacation rentals into a booming (underground) economy...

The short-term rental market has grown 800% since 2011

Millions of STR listings



Market is fragmenting



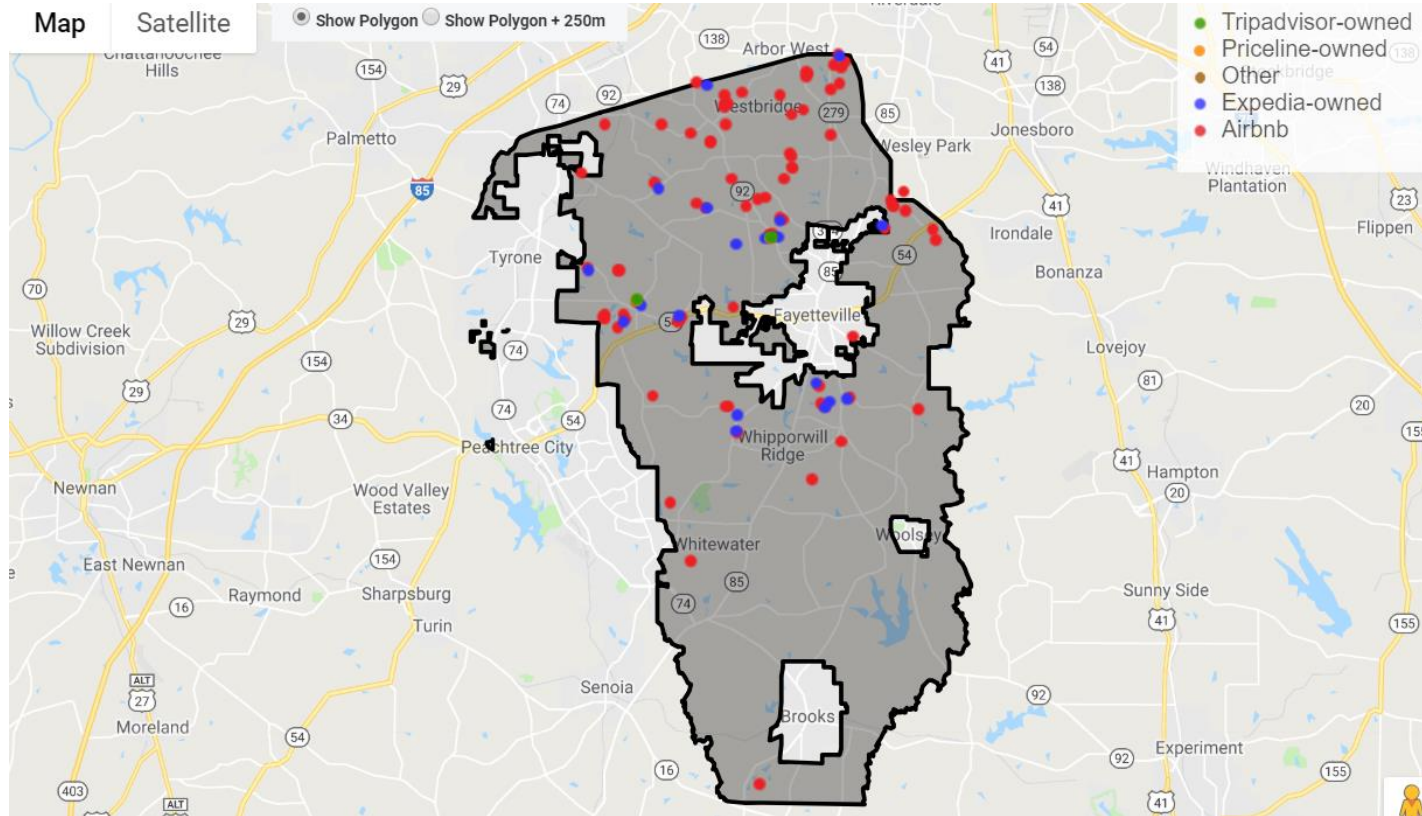
100+ other web platforms

Sources: AirBnB, Expedia, TripAdvisor and Booking.com



...and in the unincorporated areas of Fayette County we have identified 110 listings, representing 56 unique rental units*

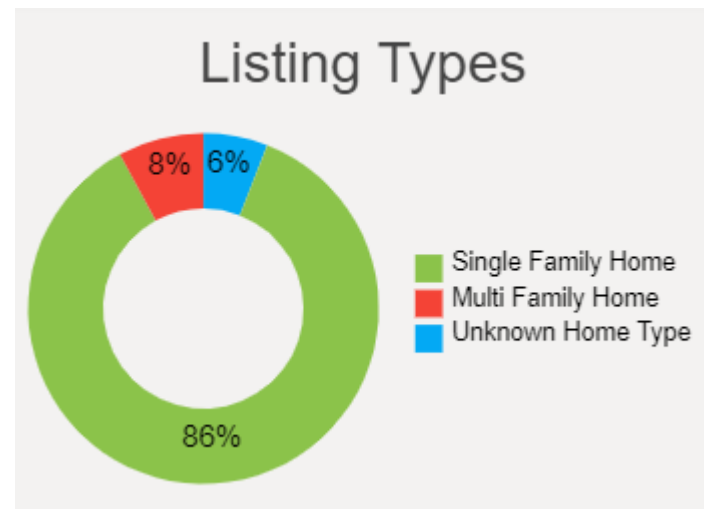
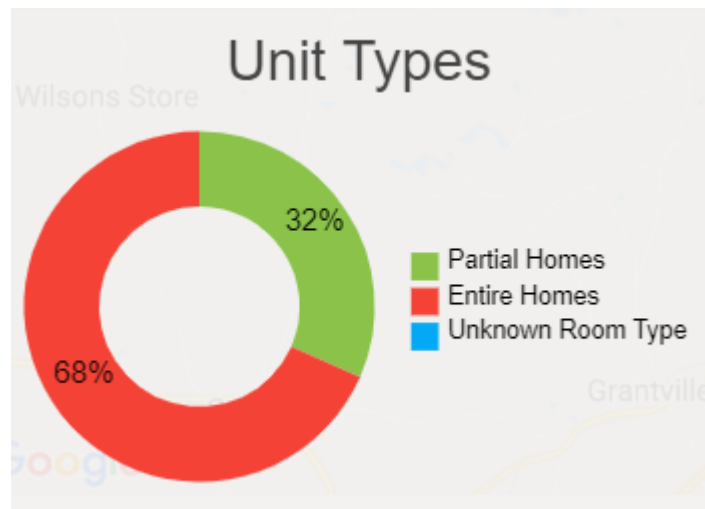
Short-term rentals in the unincorporated areas of Fayette County as of October, 2018



Sources: Host Compliance proprietary data

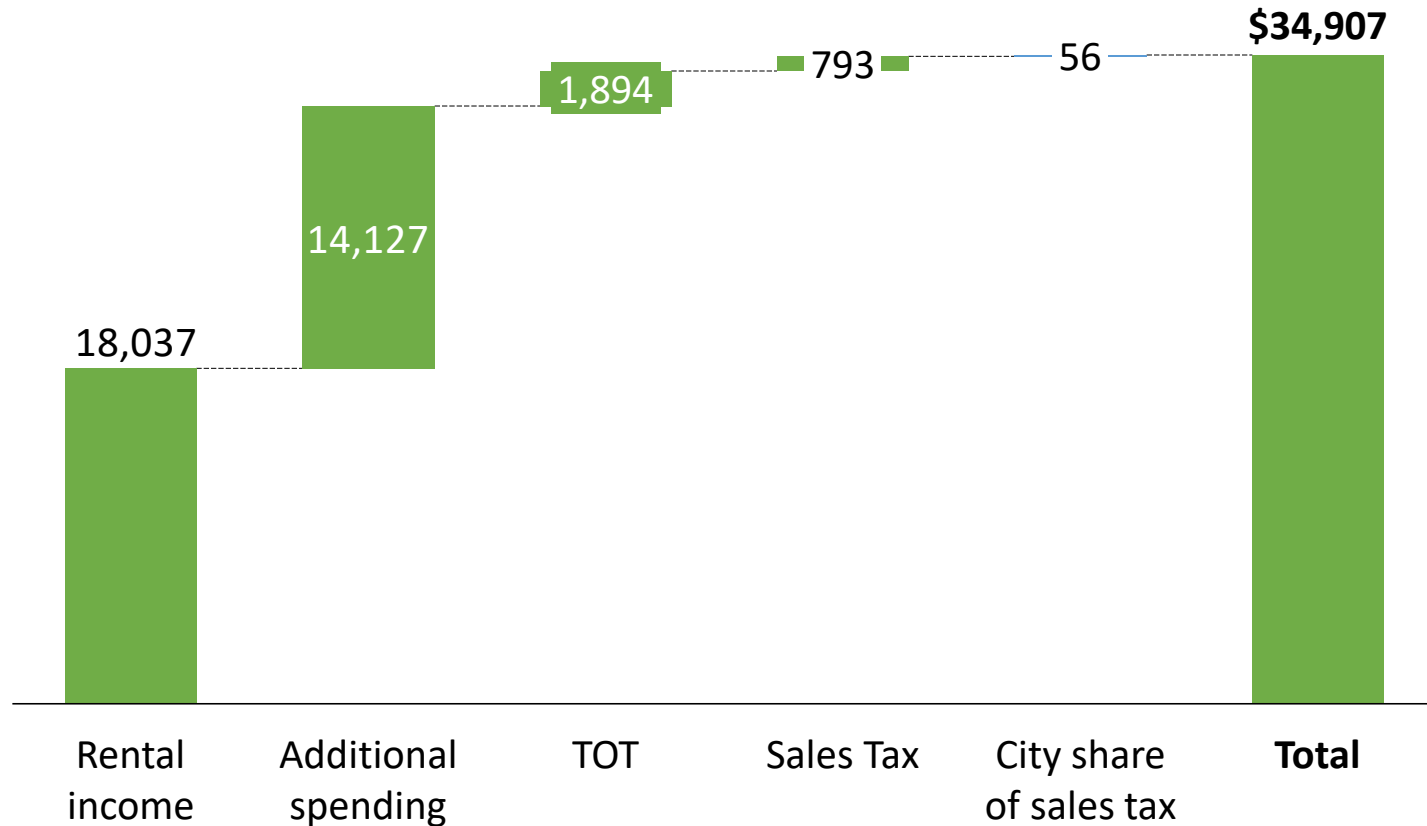
* Host Compliance's pricing is based on the count of listings and rental units that would need to be analyzed and monitored for compliance. In terms of listings, this number is 152 as we will expand our search area by several hundred yards beyond the borders of the unincorporated areas of Fayette County to capture all relevant listings.

Fayette County Data Details



The Good: Short-term rentals can drive significant economic growth..

Estimated Annual Economic Impact per STR in the City of San Diego



Source: National University System Institute for Policy Research (October 2015)

The Bad: Short-term rentals can displace long-term tenants, alter the neighborhood character and raise legitimate parking, noise, safety, trash and fairness concerns

Conversion of long-term rentals into STRs can affect housing availability



Increased tourism can change the neighborhood character



Visitors don't always know (or follow) local rules



Short-term renters may not care about keeping good neighborly relations



Increased occupancy can have negative trash related side-effects



Unfair competition from VRBOs can cause conflicts and hotel job losses



In some communities short-term rentals have caused significant neighborhood tension



Emmy Jodoin

“It is loud, and there is live music and karaoke stuff, and it’s all done outside because of the pool. They’re out in front at 4 in the afternoon waiting for their Uber to come, drunk on the front lawn.”

“We did not buy our house to be living next to a hotel. Would you buy a home if you knew a hotel like this was operating next door, if you wanted to set your life up and raise a family?”



Jessica C. Neufeld

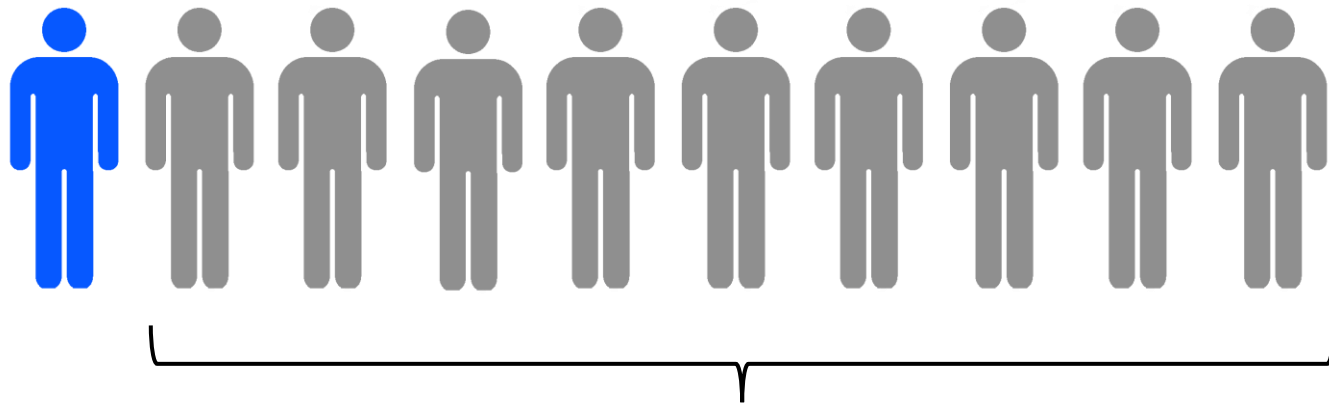


Hazel Old, age 11

“Sometimes, when they are outside, they’re playing beer pong just wearing their underwear”

Without proper enforcement, only a fraction of short-term rentals will get registered and pay their fair share of taxes

IN GENERAL LESS THAN 10% OF STR OWNERS VOLUNTARILY GET A PERMIT AND PAY ALL OF THEIR HOTEL TAXES



Large potential for increasing permit fee and tax collection

Unfortunately manual compliance monitoring and enforcement is ineffective and prohibitively expensive

- ✓ Rental property listings are spread across 100s of different websites
- ✓ Manually monitoring 100s of properties is practically impossible as listings are constantly added, changed or removed
- ✓ Address data is hidden from listings making it time-consuming or impossible to locate the exact properties and identify owners
- ✓ It is practically impossible to collect taxes as there is no easy way to find out how often the properties are rented and for how much
- ✓ The vacation rental platforms refuse to provide the detailed data necessary for enforcing local ordinances
- ✓ Manual compliance monitoring and complaint-based enforcement often leads to claims of selective enforcement

Agenda

- Introductions
- U.S. and Fayette County Specific Market Context
- The Host Compliance Solution
- Discussion and Next Steps

Services tailored to your timeline

Pre-Ordinance

- ✓ Online Ordinance Assistant tool
- ✓ Webinars
- ✓ Whitepaper
- ✓ Peer Introductions
- ✓ APA Short Term Rental Online Course
- ✓ Free draft review
- ✓ Consulting and facilitation

Post-Ordinance

- ✓ Post Ordinance Monitoring and Compliance services
- ✓ Mobile Permitting and Registration
- ✓ Address Identification
- ✓ Compliance Monitoring
- ✓ Rental Activity Monitoring
- ✓ 24/7 Hotline

Ways we can help



Mobile Enabled Permitting and Registration: Mobile/web forms and back-end systems for streamlining Fayette County's permitting and registration processes and capturing payments, signatures and required documents



Address Identification: Online dashboard with complete address information and screenshots of all identifiable STRs in Fayette County's jurisdiction



Compliance Monitoring: Ongoing monitoring of STRs for zoning and permit compliance coupled with systematic outreach to illegal short-term rental operators (using Fayette County's form letters)



Rental Activity Monitoring and Tax Collection Support: Ongoing monitoring of Fayette County's STR listings for signs of rental activity. Enables data-informed tax compliance monitoring and other enforcement practices that require knowledge of STR activity level



Dedicated Hotline: 24/7 staffed telephone hotline for neighbors to report non-emergency STR problems



To accommodate any budget, our services are priced based on the number of listings that needs to be monitored



Mobile Registration

TBD



Address Identification

\$30.00 /yr



Compliance Monitoring

\$15.00 /yr



Rental Activity Monitoring

\$20.00 /yr



24/7 Dedicated Hotline

\$12.00 /yr

Note: The exact scope of work can be adjusted to meet Fayette County's exact monitoring needs in terms of geography, listing sites, listing types and other variables

Affordable modular pricing tailored to Fayette County's needs



Mobile Registration

\$5,000 /yr



Address Identification

\$4,560 /yr



Compliance Monitoring

\$1,650 /yr



Rental Activity Monitoring

\$2,200 /yr

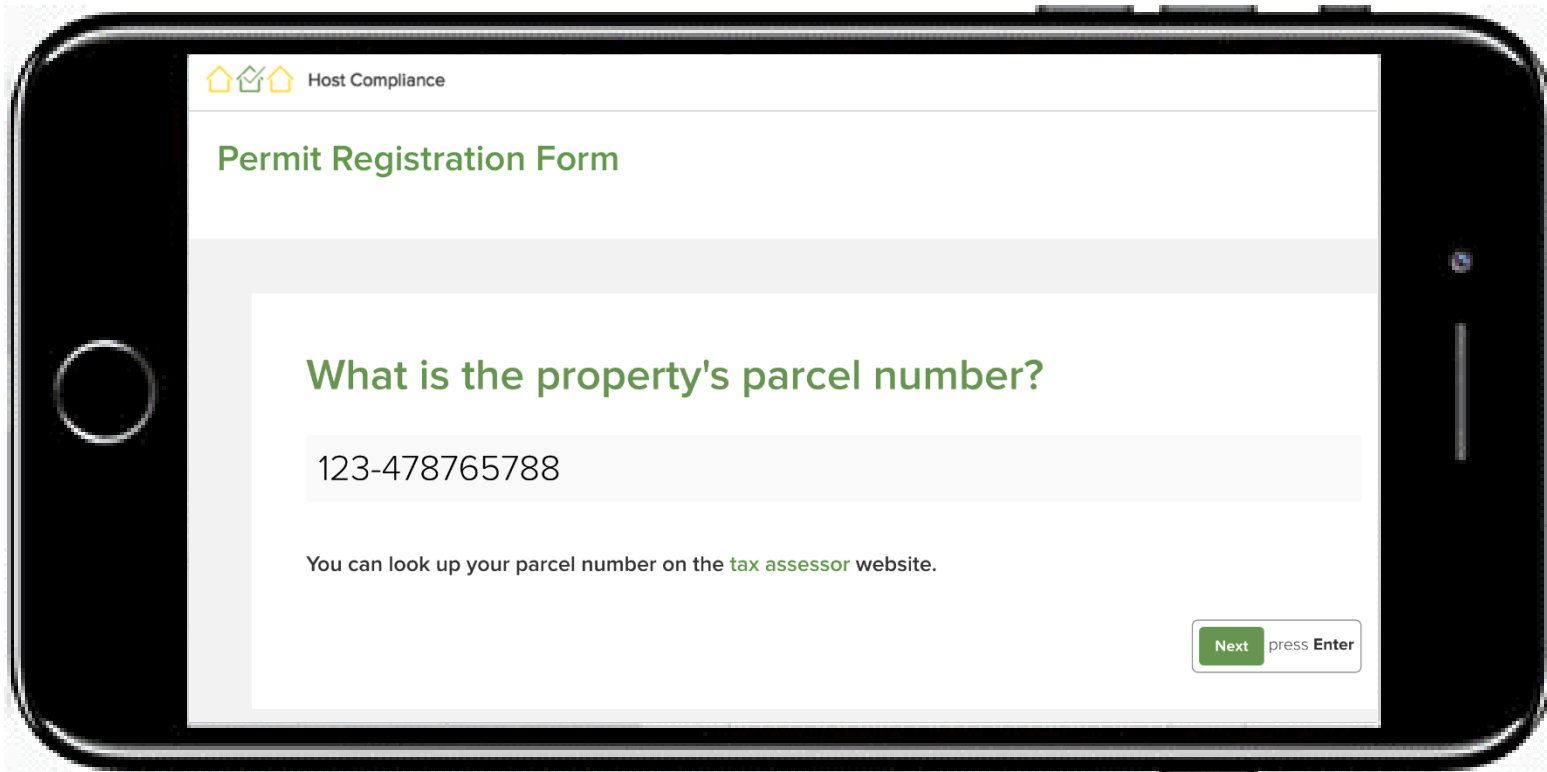


24/7 Dedicated Hotline

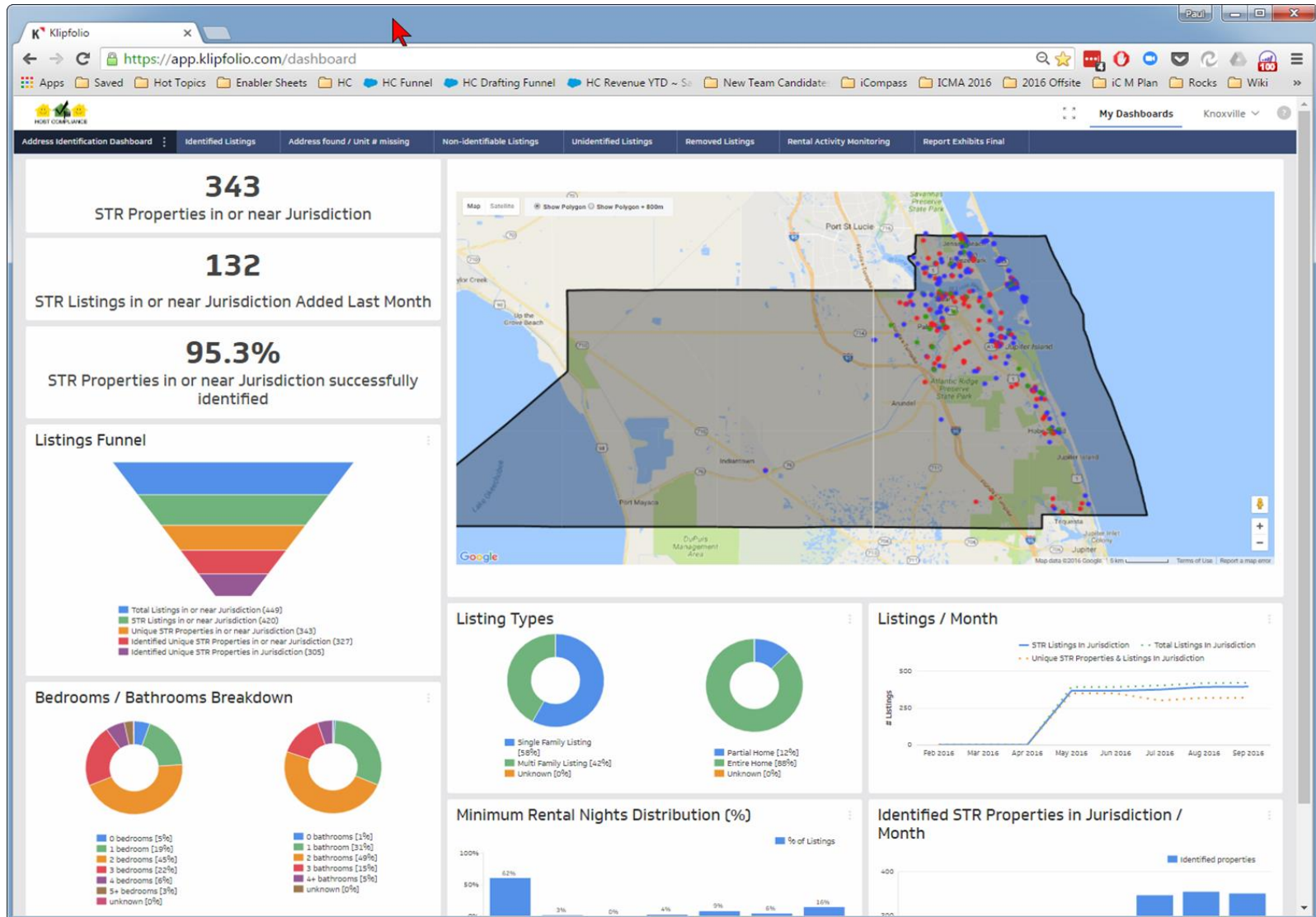
\$1,320 /yr

Note: Above pricing assumes 152 short-term rental listings and based in USD. Host Compliance would be happy to discuss alternative SOWs, contract terms, contract durations and pricing structures if that would be of interest.

Mobile Enabled Permitting and Registration: Simplify Fayette County's registration/permitting process and significantly reduce the administrative costs on the back-end



Address Identification: Get weekly reports on Fayette County's short-term rental activity incl. complete address information and screenshots of all identifiable STRs



Address Identification: Complete listing information and screenshots of all identifiable STRs

Matched property listing



iframe.vacationrentalapi.com/property/6vEm6v3ucu7vMy+P?geoid=16000US0680588&key=!

Host Compliance

Address Match Verification Report

13733 Heidi Way, Truckee, CA, United States Active Identified PRINT

VRBO - 321.579566.1126883

Identified Address
13733 Heidi Way, Truckee, CA, United States

Identified Unit Number
None

Identified Latitude, Longitude
39.342317, -120.236335

Parcel Number
4448001000

Owner Name
SCHAEFER MAX W

Matched Details

Analyst LYY3

Explanation
House number visible in listing photo and full name matches tax records.

Owner Name Match

Matched property listing

iframe.vacationrentalapi.com/property/6vEm6v3ucu7vMy+P?geoid=16000US0680588&key=!

Listing Details

Listing URL <https://www.homeaway.com/vacation-rental/p579566vb>

Listing Status Active

Host Compliance Listing ID hma321.579566.1126883

Listing Title Mountain Hideaway With Modern Conveniences. Pet-Friendly.

Listing Info Last Captured May 06, 2017

Screenshot Last Captured May 04, 2017

Price \$200/night

Information Provided on Listing

Contact Name Max Schaefer

Latitude, Longitude 39.342418, -120.236239

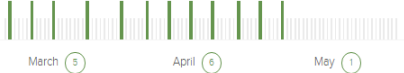
Minimum Stay (# of Nights) 2

Max Sleeping Capacity (# of People) 8

Number of Reviews 23

Last Verified Stay Mar 2017

Listing Screenshot History View Latest Listing Screenshot



Owner Address
90 Fair Oaks St
San Francisco, CA 94110, US

Registration / Permit Number
1064

Revenue

Documented, Last 12 Months \$2,000

Estimated, Last 12 Months \$5,671

Timeline of Activity

View the series of events and documentation pertaining to this property

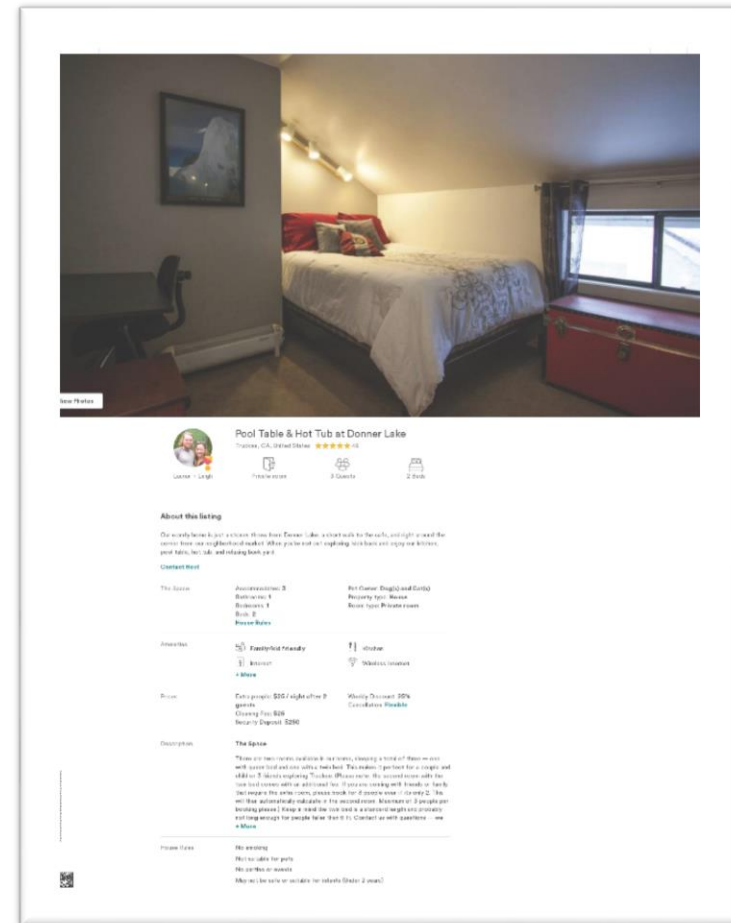
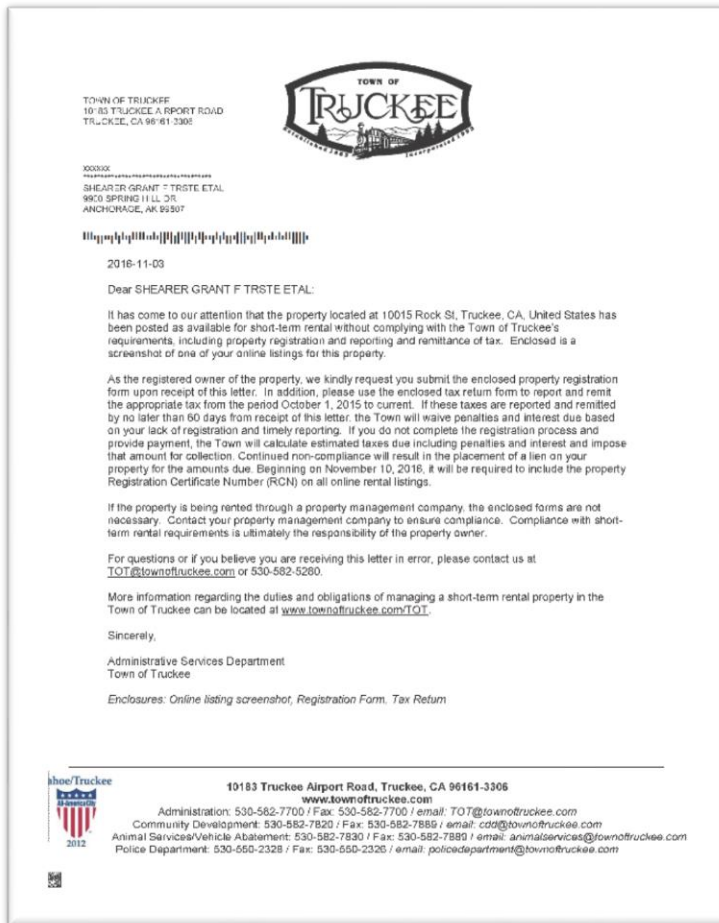
- 2 Documented Stays
March, 2017
- 2 Documented Stays
January, 2017
- First Warning Resend: Sent
December 30th, 2016
- First Warning: Sent
October 14th, 2016
- 1 Documented Stay
September, 2016
- Listing hma321.579566.1126883 Identified
August 1st, 2016
- Listing hma321.579566.1126883 First Crawled
April 22nd, 2016
- 1 Documented Stay
January, 2016
- Listing hma321.579566.1126883 First Activity
August 5th, 2015

Listings that have been identified

Parcel Number	Host Complian... Listing ID	Meets STR Definition	Listing's First Activity Date	Listing Site	Listing Title	Listing URL	Identified Address	Identified Unit Number	Identified Jurisdicti...	Owner Name	Owner Address	Listing's Minimum Nights Require...	Listing Room Type	Match Validation Page	Short-term Rental Permit Number	Short-term Rental Policy
34384...	fli2129...	true	Sep 08, 2016	fli	NEW! Lovely 2BR Hobe Sound House w/Priv... Porch!	https://sound-vacatio-rentals...	7063 Southe... Bluebird Circle, Hobe Sound, FL, United States		Uninco... Martin County	KIEFER ERIC C	2801 SAGEM... AVE, PITTSB... PA 15226		Entire home/a...	Validat... URL		
26394...	fli4817...	true	Sep 08, 2016	fli	Tropical Home with heated pool & wifi near beaches	https://sound-vacatio-rentals...	11900 Indian River Drive North, Hobe Sound, FL, United States		Uninco... Martin County	JAFFE, ALAN & LINDA	11910 SE INDIAN RIVER DR N, HOBE SOUND, FL 33455		Entire home/a...	Validat... URL		
31374...	fli8989...	true	Sep 08, 2016	fli	BEACH... BEAUTY Hutchi... Isl Marriott Resort!	https://island-condo-rentals...	379 Northe... Tradew... Lane, Stuart, FL, United States	1-104	Uninco... Martin County							
05384...	fli1138...	true	Sep 08, 2016	fli	The Tree House	https://vacatio-rentals...	512 South... Saint Lucie Crescent, Stuart, FL,	30	Stuart	BURRO... ALAN S	512 SW ST LUCIE CRES, STUART, FL 34994					

A screenshot of a context menu overlaid on the table. The menu is open over the row for listing ID 'fli2129...'. The options visible are: PDF..., Image..., CSV / Excel (data only) (highlighted with a red mouse cursor), and Download as. The background shows the same table data as the main image.

Compliance Monitoring: Put Fayette County's outreach efforts on auto-pilot by outsourcing the mailing of notices to non-compliant short-term rental operators



Rental Activity Monitoring: Easily identify tax fraud and prioritize and initiate tax audits by monitoring Fayette County's STR listings for signs of rental activity

HOST COMPLIANCE My Dashboards Truckee

Navigation: - Unit # missing | Non-identifiable Listings | Unidentified Listings | Removed Listings | Compliance Monitoring | **Rental Activity Monitoring**

Monthly Revenue Estimate

Select Month: Last 12 Months

Host Compliance Listing ID	Identified Address	Identified Unit #	Identified Parcel Number	Identificati... Status	Listing Site	Listing URL	Month	Documented Number of Stays	Effective Nightly Rate in USD	Minimum Rental Nights	Documente... Number of Nights Occupied	Documente... Gross Revenue Estimate in USD	Match Validation Page
air10316...	13829 Ski View Loop, Truckee, CA, United States		4419036000	full address found	air	https://w...	Last 12 Months	5	\$185	1	5	\$925	Validation Page
air10527...	11495 Lausanne Way, Truckee, CA, United States		4536032000	full address found	air	https://w...	Last 12 Months	0	\$250	2	0	\$0	Validation Page
air10895...	11543 Alder Hill Road, Truckee, CA, United States		1939039000	full address found	air	https://w...	Last 12 Months	1	\$750	2	2	\$1,500	Validation Page

24/7 STR Hotline: Make it easy for neighbors to report, prove and resolve non-emergency STR related problems in real-time

Step 1

Concerned neighbor calls 24/7 short-term rental hotline



Step 2

Complainant provides info on alleged violation and is asked to provide photo, video or other proof of alleged violation



Step 3

If property is registered, Host Compliance immediately calls host to seek resolution



Step 4

Problem solved or escalated – Complaints saved in database so serial offenders be held accountable



Short-term Rental Hotline

Call ID	Call Time	Caller Name	Caller Callback Phone	Call Recordin...	Reported Address	Reported Issue	Property Permit/... Number	Property Permit Contact Number	Call Contact Person for Propert...	Contact Person Acknowl... Call	Caller Request... Automa... Callback?	Caller Indicated Problem Resolved	Caller Transfer... to Police	Caller-Provided Evidence
14579...	3-Feb-2017 14:50:27	Ulrik Binzer	415-715-9280	Record...	120 S Cortez St, Presco... AZ	Nuisance at a Short-term Rental: noise: A lot of noise at the property for a few hours and wants someone to look into it	12345	203-23399...	true	true	true			Eviden...
14580...	3-Feb-2017 15:16:58	Ulrik Binzer	857-928-0955	Record...	120 S corcez street, Presea... AZ	Nuisance at a Short-term Rental: loud party: please call (857)928-0955	12345	203-23399...	true	true	true			Eviden...
15534...	13-Mar-2017 05:43:20	ANONY..	--	Record...	513 Copper Bason rd, Presco... AZ	Unlicensed Short-term Rental: If this property is license the property owner needs to post the license.			false		false			
14671...	8-Feb-2017 18:33:26	Kate Dutton	415-539-7921	Record...	120 S. Cortez, Presco... AZ	Nuisance at a Short-term Rental: loud party: very noisy. they are just trying to have some quiet time and it is	12345	203-23399...	true	true	true	true	false	Eviden...
14939...	20-Feb-2017 09:20:41	BOB INTEM...	928-239-5686	Record...	423 PARK AVE, preskit, AZ	Unlicensed Short-term Rental: Rental is not licensed and is posted as a mim. 1 night stay. Ronda is the listing name. 109-08-027D			false		false			
14941...	20-Feb-2017 10:28:14	Sue Knaup	928-541-9841	Record...	, Presco... Arizona	: There is a vacation rental above them. she has submitted plenty of complaints. 928-541-9841 .			false		false			
15110...	27-Feb-2017 11:30:47	Tom Martin	928-445-3580	Record...	1607 Idylwild Rd, Presco... AZ	Unlicensed Short-term Rental: In regards to structure at location, only one window, lack of smoke detectors, and faulty electrical. .			false		false			Eviden...

Benefits to using Host Compliance's services

- ✓ Ensures fair, continuous and consistent compliance monitoring and enforcement
- ✓ Frees up valuable staff time that can be focused on higher-value added activities
- ✓ Minimizes noise, parking and trash violations
- ✓ Minimizes the impact on local law and code enforcement agencies as complaints are first handled by our 24/7 hotline and routed to the appropriate property owner before further enforcement actions are triggered
- ✓ Maximizes Fayette County's tax and permit fee collections
- ✓ REVENUE POSITIVE – in most cases, the additional permitting fees alone pays for Host Compliance's services several times
- ✓ Requires NO up-front investment or complicated IT integration
-> we can be up and running in a couple of weeks
- ✓ **6 MONTH UNCONDITIONAL MONEY BACK GUARANTEE!**

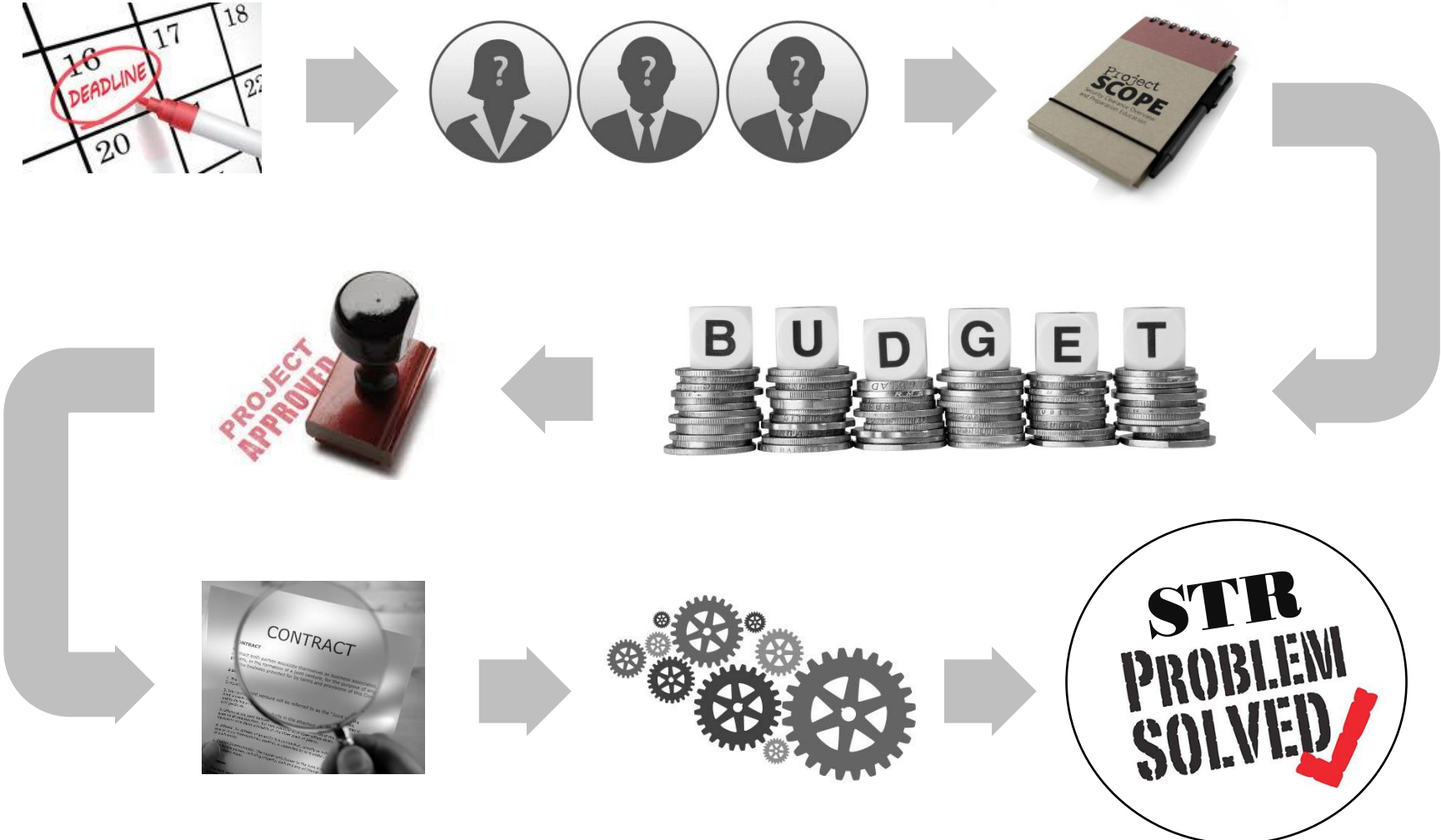
Agenda

- Introductions
- U.S. and Fayette County Specific Market Context
- The Host Compliance Solution
- Discussion and Next Steps

Feedback

TELL
US WHAT
YOU THINK...

Working backwards to a solution to Fayette County's STR problems



Next Steps

- ✓ Send you this presentation
- ✓ Schedule all team meeting?
- ✓ Set timeline to decide on best solution for Fayette County's needs
- ✓ Confirm timing of possible rollout (needed to secure Fayette County's place in the queue)

Contact info

Please feel free to contact us anytime if you have any questions about short-term rental regulation and how to best address the associated monitoring and enforcement challenges.

Ulrik Binzer

binzer@hostcompliance.com

857.928.0955

Paul Hetherington

paulh@hostcompliance.com

604.763.7285

www.hostcompliance.com



Proposal for alerting you to Short Term Rentals of your properties with history

Prepared by:

Cate Phillips
LeaseAbuse, Inc.
Cate@LeaseAbuse.com
646-494-8703

Prepared for:

Pete Frisina
Fayette County Administration
pfrisina@fayettecountyga.gov
770-305-5160

Executive Summary & Introduction

Dear Pete,

I have included a comprehensive proposal outlining our services, background, and how we can help Fayette County Administration stay focused on its core business priorities.

LeaseAbuse proactively monitors on an ongoing basis the major short term rental sites, including Airbnb, VRBO, HomeAway, and FlipKey. By market share, they are by far the largest players in the space, and therefore we focus on them.

We have found approx. 246 listings on Airbnb, 44 on VRBO, 24 on HomeAway, and 40 on FlipKey. We would need to work with your team more to exclude the cities from the results.

Because this is a custom search area, and due to the nature of listings not always showing an outside picture of the property, there is still a lot of custom ongoing work to be done on a monthly basis to produce the results you seek.

We are reasonably confident that we can work toward identifying addresses in many of the cases, though we cannot guarantee it. Even without address matching, however, we can provide 'sting' operations that involve booking the properties to communicate with the host when necessary to extract this information. That would be an optional additional service that can be discussed and priced separately once the scope of such listings has been identified.

Certainly in the initial several months or possibly a year of work, we think there is enough work to do with the listings that can be identified at the rate you requested of 25 per month before having to employ optional tactics such as the 'sting' operations.

Our research team has found Short Term Rental activity happening within your county, so I am confident Fayette County Administration will derive value from our services.

Thank you for your time reviewing this proposal.

Regards,

Cate Phillips

About Us

LeaseAbuse, Inc. was formed in 2014 as a platform for real estate professionals to mitigate against the growing misuse of sblets through AirBNB, VRBO, HomeAway, FlipKey, Craigslist, and similar services.

To ensure there is no confusion: all of the aforementioned services we monitor are trademarks of their respective owners and LeaseAbuse, Inc. is in no way associated with them.

Our custom Short Term Rental to property matching system was in development and beta testing for over 18 months before launch and represents a significant investment in custom technology. We were recently featured in Habitat magazine. Our current focus is on the New York and Los Angeles real estate markets.

Should you have any questions about this proposal, please contact one of us:

- Cate Phillips is located in Wisconsin and covers the US east coast and midwest markets. Cate can be reached at Cate@LeaseAbuse.com or +1-646-494-8703.
- Justin Hill is located in Illinois and covers the Los Angeles, west coast, and Canadian markets. Justin can be reached at Justin@LeaseAbuse.com or +1-775-301-1052 x 701.

LeaseAbuse, Inc. is a registered Delaware corporation and legally domiciled in Nevada for tax purposes.

The software development team is international, with a 24x7 IT team spanning America and India. This is critical because we must be very reactive to the constant changes of the sites we monitor on your behalf including AirBNB. The monitored websites are constantly updated with formatting changes to which we must adapt in order to continue to search them properly.

The research team whose responsibility is to review all computerized matches against your properties for Short Term Rentals before alerting you is located in the Philippines. This is because of the labor intensive nature of this process. There we can find well educated staff who can handle complex matching tasks at a fraction of the cost of staff in New York.

We strive to provide you with a cost effective service. We do not want to waste your time reviewing false positives. This is why we uniquely use a combined human + computer approach and do not purport that purely computerized matching can provide the same quality of results as our combined approach to the problem.

At LeaseAbuse, all alerts sent to you are first reviewed by humans to save you time and frustration.

Your needs and those of your tenants

Fayette County Administration needs to focus on business operations including its core leasing, sales, and marketing activities. You and your team are already busy with the fast paced real estate market realities of New York.

Your tenants need to know their home is a safe place. They need to trust they can leave their children, friends, and family members home without an unwanted, impromptu party happening next door while the building is full of untraceable strangers. They need to know the entry and access to the building is respected by the community of long term lease holders they expected and contracted with you to be their neighbors – instead of strangers from the Internet.

Short Term Rental sites like AirBNB have become a nuisance for all property management companies. The trickle of illegal and unwanted sublet activity began years ago with Craigslist and has now become a massive, multi-billion dollar international powerhouse in the form of AirBNB and other well capitalized, Silicon Valley venture-backed startups.

In the same way that Uber has challenged the realities of the taxi industry, AirBNB has bent the rules on what constitutes a hotel stay. Your building security system, insurance policies, and tenant satisfaction are all at risk currently.

You need help keeping your law-abiding, quality tenants happy by protecting them from unwanted illegal sublets in their neighboring units.

Opportunity for you to remain focused

Many news articles detail the fines imposed on landlords and tenants who have participated – knowingly or not – in the Short Term Rental market.

This New York Times article details \$30K in fines issued to the landlord:

http://www.nytimes.com/2012/12/01/your-money/a-warning-for-airbnb-hosts-who-may-be-breaking-the-law.html?pagewanted=all&_r=1

New York is AirBNB's biggest market in the United States. 55 percent (28,765 listings out of 51,397) of their NYC listings in 2015 violate the short-term housing law according to:

<https://skift.com/2016/07/18/measuring-the-impact-of-new-yorks-new-short-term-rental-law-on-airbnb/>

We can help you not be part of these statistics!

Stay focused on your business, while we do the legwork behind the scenes to keep your buildings safe from this unwanted activity.

The LeaseAbuse Solution

The world has changed rapidly with the Internet and mobile phones. It is easier than ever before to generate great wealth seemingly without the same efforts which have been required of all previous generations. Imagine starting a massive taxi company without owning a single vehicle, such as Uber has done. No taxi cab owner has been happy about it!

Your properties are being used directly as an asset in the world's largest virtual hotel – AirBNB. The AirBNB site was founded by software engineers and Internet entrepreneurs who have become very wealthy using – without permission – your property and those of your peers who have worked hard to build and manage real estate businesses.

You need the same kind of engineering talent on your team helping to keep your properties from being misappropriated for uses you did not intend and by which you are directly harmed. In the best case, your time is simply wasted by complaints. In the worst case, you face fines, lawsuits, tenant complaints, and likely violations of critical contracts such as your building insurance policies.

The LeaseAbuse system helps you regain control. Instead of allocating your precious time to manually searching daily on several different short term rental sites, we automate this process for you. We collect and store the information you need at your disposal to confront your tenants about their misuse of your property.

LeaseAbuse is unique in the market. Our company was founded by a team with 18+ years in the Internet data center management space and digital rights management from the early YouTube team. We come from a background of high security, confidential information handling, audited trust systems such as SSAE-16 / SAS-70 for large business focused on corporate IT solutions. Our team's experience includes handling sensitive data such as medical records which are subject to HIPAA and HITECH federal regulation compliance, rigorous data destruction policies, and private MPLS network security implementations separate from the public Internet for maximum data transmission safety.

We take seriously our responsibilities to safeguard our customer's information – both contractually and technically. Moreover, we treat confidentiality and Non-Disclosure Agreements with the utmost respect and care, because it is in our founding DNA.

We used our deep technology background to build a system for you which gathers Short Term Rental locations, physical building mapping information, host and guest pictures, reviews, descriptions, pricing, calendar, and events such as when listings go "hidden". Our custom algorithm helps match the information to properties near your property address.

Human researchers – not computers – make the final review to rate a match as a possible or nearly certain match to your properties. The likelihood of the match is rated by our human researchers based upon careful review of the pictures posted and the description and reviews by guests. We look for clues that no computer program by itself can discern.

This is a hard task and our value is in a combination of technology and people. Once our researchers have selected matches for you to review, this information is sent to you in the form of an e-mail alert. You can then login to the LeaseAbuse.com website to review the matches.

From time to time, you may find an improper match in which case you can flag this for us and describe why it was not a match. Possibly an adjacent building has a nearby floor layout or facade similar to one of your properties. The more we learn about your properties and tenants, the less likely this will be to happen.

When we alert you to a match that you agree is in your building, you have several options. You can use the archival information we have gathered to issue an informal or official warning to your tenant, generally by legal letterhead delivered via certified mail.

We have found most tenants then de-list for a while, and may re-surface later. Often, the tenants will attempt to hide from detection by showing their unit only at night or on the weekends when they assume your staff is not paying attention. But we will be – through regular weekly scans. If we detect the advertisement again after you have issued a warning, we bring this to your attention.

Whether the tenant de-lists or not, LeaseAbuse stores all of the pictures, description, pricing, calendar, reviews, and host information as long as you are a customer. This information is critical to any ensuing legal proceedings to ensure the best outcome for you. We save you the time of gathering all of these details.

We ask that we be left out of the court proceeding and not be disposed during discovery; the information we present you will be as though you had printed it from your computer while it was actively being listed and should not be printouts of the LeaseAbuse website. Please contact us to confirm this before you proceed with lawsuit submission and legal discovery in any cases you choose to pursue.

We realize this is a lot of information and would be happy to answer any questions you may have.

Evidence of our solution working for you



LeaseAbuse identifies all properties managed by

Our software maps and archives all listing

We then e-mail alert you to our findings. You can

your company, using both your website and available public record data. We then search the STR sites in a radius around your properties.

information into our database for permanent storage. Human researchers then evaluate and match listings we suspect to be yours.

then login and see all of the data easily gathered for you on our customer-only access website. You can then confirm or correct matches and take action against your tenants.

Our Process

LeaseAbuse has already done the work to retrieve your property data and perform matches on AirBNB.

We know the best way to gain customer confidence is to deliver results. Frankly, that is our entire sales approach: we find customers like you who have a real problem going on, and we alert you.

If you like our results and want us to officially keep a watchful on on your properties moving forward, we would be happy to do so.

We think this is a straightforward approach to selling our service. You get the benefit of seeing from the outset we are serious about the detection process and our capabilities.

Proposal and Pricing Details (Exhibit A)

Upon execution of this agreement, LeaseAbuse shall perform the services listed in the pricing table that follows:

Initial Contract Term Length in Months:	Annual
Total Monthly Service Cost: Matching process included	\$700.00
12 month one-time payment cost:	\$8,400.00

Name	Price	QTY	Subtotal
<p>Monthly cost for Short Term Rental (STR) monitoring and alerting of: Short-Term Rentals in Fayette County (cities excluded), Georgia / Address identification included (where available)</p> <p>At least one scan per month of the target area, including a manual review by LeaseAbuse researchers of possible matches and subsequent alerting to you.</p>	\$700.00	1	\$700.00

Subtotal **\$700.00**

Total \$700.00

Service Agreement

SERVICE AGREEMENT

This Service Agreement (“Agreement”) is made and entered into as of

(the “Effective Date”) by and between LeaseAbuse, Inc., a Delaware corporation (“Provider”) domiciled in Nevada, and

Fayette County Administration
 (“Customer”).

WHEREAS, Provider provides a website for identifying potential lease-violating rental listings of property units; and

WHEREAS, Customer desires to purchase a subscription to said Services for use in connection with certain property units owned or controlled by Customer, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. SERVICES.

1.1. Services Provided. Provider shall grant Customer access to the LeaseAbuse website (the “Site”) for use in detecting potentially lease-violating rental listings of property units which shall be identified by Customer (each a “Unit”) for tracking on the Site (“the Services”).

1.2. Terms and Conditions. Customer’s access to and use of the Services shall, at all times, be pursuant to: (a) the terms of this Agreement; and (b) the LeaseAbuse Terms of Service included herein or as posted on the Site at <http://LeaseAbuse.com/TOS>, whichever is newer, as such policies may be updated from time to time.

2. PRICING AND PAYMENT.

2.1. Pricing. The pricing is as shown in the Exhibit A included herein.

2.2. Taxes. In addition to the charges set forth above, Customer is solely responsible for and shall pay all applicable federal, state, local and other taxes which may be imposed by any taxing authority.

2.3. Payment. Customer will be billed in accordance with Provider's Billing & Payment Policy, which is found at <http://LeaseAbuse.com/Policies> and further outlined in the Terms of Services. Unless otherwise agreed in advance, the fees for any follow on or additional work not described within this Agreement and requested by Customer shall be performed on a time and materials basis at Provider's then current rates for such work.

3. TERM AND TERMINATION.

3.1. Term and Renewal. The term of this Agreement (the "Term") shall commence on the Effective Date and continue for the duration of the term specified in Exhibit A herein. This Agreement shall automatically renew at the end of the initial Term and any subsequent contract period(s) for a Term of identical length, unless Customer notifies Provider of cancellation at least 30 days prior to the then current contract period expiration, pursuant to Section 3.3 of this Agreement.

3.2. Termination for Cause. Either party may terminate this Agreement for the other's material breach by written notice, effective in 30 days unless the other party first cures such breach.

3.3. Termination by Customer. This Agreement may be terminated upon 30 days prior notice by an authorized representative of Customer via the LeaseAbuse website (the "Site") at <http://LeaseAbuse.com/CloseAccount>. In the event the Site is not accessible by the Customer, an authorized representative of the Customer may give notice of termination as defined in Article 11 below. Notice will be deemed effective when actually received by Provider.

3.4. Effects of Termination. Upon termination of this Agreement, Customer shall cease all use of the Services and delete, destroy, or return all copies of any materials related to or from the Site in Customer's possession and control. The following provisions of this Agreement will survive termination or expiration: (a) any obligation of Customer to pay fees incurred before termination; (b) Article 4 (*Representations, Warranties and Disclaimers*), Article 6 (*Confidential Information*), Article 7 (*Indemnifications*), Article 8 (*Limitation on Liability*); and any other provision of this Agreement that must survive to fill its essential purpose.

4. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS.

4.1. Customer. Customer represents and warrants that: (a) it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a materially adverse impact on its ability to perform as required by this Agreement; (b) it has accurately identified itself and it has not provided any inaccurate information about itself to or through the Services; and (c) it is a corporation, sole proprietorship, an individual 18 years or older, or another entity authorized to do business pursuant to applicable law.

4.2. Warranty Disclaimers. Except to the extent set forth in the Terms of Service, CUSTOMER ACCEPTS THE SYSTEM "AS IS" AND AS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) PROVIDER HAS NO OBLIGATION TO INDEMNIFY OR DEFEND CUSTOMER OR USERS AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY; (b) PROVIDER DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (c) PROVIDER DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER'S PERSONALLY IDENTIFIABLE INFORMATION WILL REMAIN PRIVATE OR SECURE.

5. CUSTOMER'S RESPONSIBILITIES AND RESTRICTIONS.

5.1. Acceptable Use. Customer agrees that it shall not: (a) share any part of the Services or the Site with any third party, including agreeing that it will *not* use, publish, or disclose any part of the Services or the Site and will not identify Provider or the Site as the source of any documents or information disclosed in any legal or other proceedings; (b) provide passwords or other log-in information for the Services or the Site to any third party; (c) use the Services or the Site in any way that would allow a third party to exploit and/or otherwise improperly use or reference the Services or the Site; or (d) access the Services or the Site in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the Services, or to copy any ideas, features, functions or graphics. In the event that it suspects any breach of the requirements of this Article 5, including without limitation by other users, Provider may suspend Customer's access to the Services without advance notice, in addition to such other remedies as Provider may have. Neither this Agreement nor

the Terms of Service requires that Provider take any action against Customer or any user or other third party for violating the Terms of Service, this Article 5, or this Agreement, but Provider is free to take any such action it sees fit.

5.2. Unauthorized Access. Customer shall take reasonable steps to prevent unauthorized access to the Services and the Site, including without limitation by protecting its passwords and other log-in information. Customer shall notify Provider immediately of any known or suspected unauthorized use of the Services or the Site or breach of its security and shall use best efforts to stop said breach.

5.3. Compliance with Laws. In its use of the Services, Customer shall comply with all applicable laws, including without limitation laws governing the protection of personally identifiable information and other laws applicable to the protection of Customer information.

5.4. User & Site Access. Customer is responsible and liable for: (a) use of the Services and the Site including without limitation unauthorized user conduct that would violate the Terms of Service or the requirement of this Agreement applicable to Customer; and (b) any use of the Services and the Site through Customer's account, whether authorized or unauthorized.

6. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY RIGHTS.

6.1. Confidential Information. Confidential Information refers to the following items Provider discloses to Customer: (a) any information Provider specifically designates as "Confidential"; (b) any information Provider orally designates as "Confidential" at the time of disclosure; (c) any and all content derived from the Services which identifies suspected lease abuse/misuse, whether or not marked or designated confidential; and (d) any other nonpublic, sensitive information disclosed by Provider, whether or not marked or designated "Confidential." Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Customer's possession at the time of disclosure; (ii) is independently developed by Customer without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Customer's improper action or inaction; or (iv) is approved for release in writing by Customer.

6.2. Trade Secrets. Each and every part of the Services and the Site, including the content, substance, and nature of the Services and Site, Customer's subscription to the Services and use of the Services and the Site and the terms of this Agreement and the Terms of Service, and all information and materials provided by the Services and the Site that is not disclosed or published outside of the Services and Site, constitutes a trade secret of Provider (the "Trade

Secrets"). Customer is hereby notified that Provider's Trade Secrets constitute Confidential Information and shall be fully subject to the provisions of this Article 6.

6.3. Nondisclosure. Customer shall not use Confidential Information for any purpose other than identifying a lease-violating rental listing of a Unit (the "Purpose"). Customer: (a) shall not disclose Confidential Information to any employee or contractor of Customer unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with Customer with terms no less restrictive than those of this Article and (b) shall not disclose Confidential Information to any other third party without Provider's prior written consent. Without limiting the generality of the foregoing, Customer shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Customer shall promptly notify Provider of any misuse or misappropriation of Confidential Information that comes to Customer's attention. Notwithstanding the foregoing, Customer may disclose Confidential Information as required by applicable law or by an order or demand issued by proper legal or governmental authority. Customer shall give Provider prompt notice of any such legal or governmental order or demand and reasonably cooperate with Provider in any effort to seek a protective order or otherwise to contest such required disclosure, at Provider's expense.

6.4. Injunction. Customer agrees that breach of this Article would cause Provider irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Provider will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

6.5. Termination & Return. With respect to each item of Confidential Information, the obligations of Section 6.3 above (Nondisclosure) will terminate two (2) years after the date of disclosure; provided that such obligations related to Confidential Information constituting Provider's Trade Secrets shall continue indefinitely so long as such Trade Secrets remain subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, Customer shall return all copies of Confidential Information to Provider or certify, in writing, the destruction thereof.

6.6. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Provider will retain all right, title, and interest in and to all Confidential Information.

6.7. Intellectual Property Rights. Provider retains all right, title, and interest in and to the Services and the Site, including without limitation all software used to provide the Services and the Site and all graphics, user interfaces, logos, and trademarks reproduced through the Services and the Site. This Agreement does not grant Customer any intellectual property license or rights in or to the Services, the Site, or any components thereto. Customer recognizes that the Services, the Site, and the components thereto are protected by copyright and other laws. In addition, all materials, documentation, computer programs, inventions (whether or not patentable), pictures, audio, video, artistic works, and all works of authorship, including all worldwide rights therein under patent, copyright, trade secret, or other property right, created or developed by Provider while providing services (collectively, Work Product) pursuant to this Agreement are owned by Provider.

7. VIOLATION OF LAWS AND INDEMNIFICATION.

7.1. It shall be a material breach of this Agreement and grounds for immediate termination without an opportunity for cure for Customer to use or allow the use by any party of the Services or the Site provided under this Agreement for any tortuous or unlawful purposes, including without limitation, the following:

7.1.1. The transmission of material in violation of any applicable state or federal laws, including copyright laws; or

7.1.2. The transmission of material that constitutes the unauthorized disclosure of a trade secret; or

7.1.3. The transmission of material deemed to be threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable; or

7.1.4. The use of any process, program or tool for the purpose of guessing passwords, or making any unauthorized attempt to access or otherwise corrupt the integrity of any other data, system or network.

7.2. In the event that Customer or any party who gains access to the Service via the Customer's account engages in any tortuous or unlawful purpose, the Customer agrees to indemnify and hold harmless Provider from any and all demands, liabilities, penalties, damages, losses, costs, expenses, including reasonable attorneys' fees and court costs, causes of action, claims or judgments directly or indirectly arising out of or related to

Customer's or such party's actions and resulting in damage to any other party, against Provider, its agents, its employees, its customers, its successors and its assigns.

8. LIMITATION OF LIABILITY.

8.1. Exclusion of Consequential Damages. IN NO EVENT WILL PROVIDER BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

8.2. Clarifications & Disclaimers. THE LIABILITIES LIMITED BY THIS ARTICLE 8 APPLY: (a) TO LIABILITY FOR NEGLIGENCE; (b) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (c) EVEN IF PROVIDER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (d) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Article 8, Provider's liability will be limited to the maximum extent permissible. For the avoidance of doubt, Provider's liability limits and other rights set forth in this Article 8 apply likewise to Provider's affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives, if any.

9. RELATIONSHIP OF THE PARTIES.

9.1. No Relationship. Provider and Customer shall not be construed as being parties to a joint venture, franchise, partnership or agency relationship. Each party has no authority, apparent or otherwise, to represent, contract for or on behalf of, or in any other way legally bind the other party hereto in any fashion.

10. GENERAL PROVISIONS.

10.1. Entire Agreement. This Agreement and the LeaseAbuse Terms of Service together constitute the sole Agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written by either party. Only a written instrument executed by authorized representatives of both parties hereto or a notice given by Provider in accordance with its standard business policies, may amend this Agreement.

10.2. Assignment & Successors. Provider may assign its rights and obligations hereunder to any successor to all or any substantial part of its business pertaining to this Agreement.

Customer may assign this Agreement, together with all rights and obligations herein, solely to a successor to all or any substantial part of its business. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto, and their respective legal successors and permitted assigns.

10.3. Choice of Law. This Agreement shall be interpreted in its entirety in accordance with the substantive laws of the state of Nevada. In the event any provision of this Agreement is found unenforceable under applicable law, the remaining provisions of this Agreement shall nonetheless be enforced to the maximum extent permitted by law consistent with the fundamental intent of the parties.

10.4. Severability. The waiver by either party of a breach or default in any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power, or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party. The prevailing party in any legal proceeding brought by one party against the other party and arising out of or in connection with this Agreement shall be entitled to recover its reasonable legal expenses, including court costs and reasonable attorney fees.

10.5. Construction. Nothing contained in this Agreement, express or implied, shall be deemed to confer any rights or remedies upon, nor obligate any of the parties hereto, to any person or entity other than Provider and Customer, unless so stated to the contrary.

10.6. Force Majeure. Provider shall be excused from performance hereunder to the extent that such performance is prevented, delayed, or obstructed by causes beyond its reasonable control, including, but not limited to, acts of any federal, state, or local government authority, fires, floods, or other natural disasters; strikes or labor unrest; terrorism or acts of war; degradation of telecommunication service; severe weather conditions; or for any other matters that are beyond Provider's control, whether or not otherwise foreseeable.

11. NOTICE.

11.1. Each party shall designate a contact to act as that party's authorized representative and liaison during the performance of this Agreement with respect to the services as defined herein.

11.1.1. Notice to Provider shall be delivered to:

Lease Abuse, Inc.
1930 Village Center Circle
Suite 3-6145
Las Vegas, NV 89134

11.1.2. Notices to Customer will be delivered to the individual accepting this Agreement, unless otherwise communicated in writing by that individual upon initial payment.

11.2. In the event of a change of contact information, the other party must be notified within 14 days. Should Customer fail to notify Provider of a change of contact information, Customer holds Provider harmless for any interruption in service due to Provider’s inability to contact Customer.

12. SIGNATURES.

12.1. By signing below, the Customer signifies that he/she is authorized to enter into a contract on his/her own behalf or on behalf of the company represented. Further, Customer acknowledges that he/she has read, understands and agrees to the terms and conditions of this Agreement.

Signed by:

Fayette County Administration

LeaseAbuse, Inc., a Delaware corporation

By: _____
Pete Frisina
Director - Planning and Zoning

By: _____
Justin Hill or Cate Phillips

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration to accept the Town of Tyrone's offer to purchase Fayette County Fire Station #3 (Parcel #0738 107) located in the Town of Tyrone at a cost of \$5,000 plus the costs of the transaction to convey the property.

Background/History/Details:

A letter from the Town of Tyrone is provided as backup for this item.

What action are you seeking from the Board of Commissioners?

Approval to accept the Town of Tyrone's offer to purchase Fayette County Fire Station #3 (Parcel #0738 107) located in the Town of Tyrone at a cost of \$5,000 plus the costs of the transaction to convey the property.

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:

Finance - proceeds from this sale will be created to the Fire Fund.



September 26, 2018

Fayette County Board of Commissioners
Attn: Mr. Eric Maxwell, Chairman
140 Stonewall Avenue West, Suite 100
Fayetteville, GA 30214

Re: Fire Station #3 Property [Parcel # 0738 107]

Chairman Maxwell:

The Tyrone Town Council voted unanimously on Thursday, September 20, 2018, to purchase the former Fayette County Fire Station #3 property located in Tyrone from Fayette County. The purchase amount voted on was \$5,000.00 plus the costs of the transaction to convey the property.

This is the same amount Fayette County recently offered to Tyrone for the sale of the Fire Station property. At that time, Tyrone did not seize the opportunity to go forward with the purchase. However, Tyrone is ready to move forward if this meets the County's expectations.

If you need to discuss this matter further, please do not hesitate to contact me directly or Jonathan Lynn, Town Manager, at 770-881-8340 or jlynn@tyrone.org.

Regards,

A handwritten signature in black ink, appearing to be "Eric Dial", written over a horizontal line.

Eric Dial, Mayor

Cc: Steve Rapson, Fayette County Administrator
Jonathan Lynn, Tyrone Town Manager
Dennis Davenport, McNally, Fox, Grant, & Davenport

Incorporated 1911

BOARD OF COUNTY COMMISSIONERS

Eric K. 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
 Marlena Edwards, Deputy County Clerk



140 Stonewall Avenue West
 Public Meeting Room
 Fayetteville, GA 30214

Minutes

September 27, 2018

6:30 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 6:30 p.m.

Call to Order

Chairman Eric Maxwell called the September 27, 2016 Board of Commissioners meeting to order at 6:32 p.m. A quorum of the Board was present. All members were present.

Invocation and Pledge of Allegiance by Commissioner Charles Oddo

Commissioner Charles Oddo offered the Invocation and led the audience in the Pledge of Allegiance.

Acceptance of Agenda

Vice-Chairman Ognio moved to accept the agenda, with a change to remove Item #2 from the agenda. Commissioner Brown seconded. The motion passed 5-0.

Chairman Maxwell stated that item #2 would be moved to the October 25, 2018 BOC Meeting.

PROCLAMATION/RECOGNITION:

1. **Recognition of Samuel H. Snyder, for his Eagle Scout Service Project for the Fayette County Animal Shelter.**
 Animal Shelter Director Jerry Collins, on behalf of the Board, recognized Samuel H. Snyder for his Eagle Scout Service Project for the Fayette County Animal Shelter. The project was to build a 20 foot by 24 foot covered pavilion on the property that could be used to place dogs in while cleaning the shelter. Samuel accepted the challenge and brought plans and got the necessary permits with the assistance of a contractor and started the project. The project took 10 months to complete with countless man hours in the project. Mr. Collins thanked Samuel for his service on the project and for something that can be used by the shelter for many years to come.
2. **Recognition of the leadership role of Marie Washburn who served on the Fayette County Public Library Board of Trustees.**

Removed from the agenda
3. **Recognition of Sharia Richelle Baker for reading 1,000 books as part of the "1,000 Books Before Kindergarten" program.**
 Fayette County Library Assistant Charlotte Stargell, on behalf of the Board, recognized Sharia Richelle Baker for reading 1,000 books as part of the "1,000 Books Before Kindergarten" program. Sharia has an intense love for reading. Her

grandmother, Mimi Phillips registered her for the early Literacy initiative 1,000 Books Before Kindergarten in 2015 and every book read to Sharia by her parents and grandparents' was recorded on the program-sheet. She received her certificate of completion on June 11, 2018.

PUBLIC HEARING:

Community Development Director Pete Frisina read the Introduction to Public Hearings for the Rezoning of Property.

4. Consideration of staff's recommendation to approve a new 2018 Retail Alcohol Beer and Wine License (C18-00363) for Qadeer Ullah, doing business as Kenwood BP, which is located at 1866 Highway 85N, Fayetteville, Georgia.

Community Development Director Pete Frisina read the *Introduction to Public Hearings for the Rezoning of Property* into the record. He continued that this request came from the Code Enforcement Department and that Qadeer Ullah had met all the requirements and was in good standing.

Community Development Director Pete Frisina introduced this petition before the Board.

No one spoke in favor of this application.

No one spoke in opposition of this application.

Commissioner Oddo moved to approve staff's recommendation to approve a new 2018 Retail Alcohol Beer and Wine License (C18-00363) for Qadeer Ullah, doing business as Kenwood BP, which is located at 1866 Highway 85N, Fayetteville, Georgia. Commissioner Rousseau seconded. The motion passed 5-0.

5. Consideration of Petition No. 1278-18, Betty Shubert, Owner, and Trent Foster, Agent, request to rezone 48.943 acres from A-R to R-50 to develop a residential subdivision consisting of 36 lots; located in Land Lot 104 of the 7th District and fronts on Dogwood Trail.

Mr. Trent Foster, agent for Betty Shubert stated that the request to rezone 48.943 acres from A-R to R-50 was to develop a residential subdivision consisting of 36 lots; located in Land Lot 104 of the 7th District and fronting on Dogwood Trail to the Board.

Mr. Foster stated that the request for R-50 was asked for intentionally, he is currently under construction developing a subdivision- Stone Crest Preserve, where homes range from \$500,000-\$600,000 and vary between 3000sqft. -3500sqft. The reason for the request of R-50 was to offer potential buyers a lower price point. He added that the future land use for this petition was one (1) unit per one (1) acre.

Mr. Foster stated that they had thoroughly vetted the property and investigated sight distances and noted no issues. Mr. Foster stated that there was very little wet-land and floodplain issues on the property.

Mr. Foster stated that he agreed with the one condition of a buffer between Kedron Hills and the retention pond at the lowest elevation of the property recommended by the Planning and Zoning Commission.

Ms. Linda Howard, on behalf of Mr. and Mrs. Owens, a neighbor to the Petitioner, read a letter in support of the rezoning.

Mr. Charles McMichen, brother to the Petitioner, stated that she has been a loyal citizens of the County, and expressed the long history of service and support his family had contributed to Fayette County. Mr. McMichen stated he was in support of the rezoning and it would help his sister.

Commissioner Brown asked Mr. Frisina about any floodplains issues on the property in reviewing the sight plans layout.

Mr. Frisina noted that the floodplains reside mainly around the lake. He noted that the lake was not a detention area, just a lake with a common area surrounding it.

Commissioner Brown asked about the two (2) lots closet to Kedron Hills and if it fit a 20ft. buffer in those lots.

Mr. Frisina clarified were the buffer was required for the storm water facility.

Mr. Rapson noted that a copy of all the zoning classifications were placed on the dais as a point of reference.

Commissioner Oddo moved to approve Petition No. 1278-18, Betty Shubert, Owner, and Trent Foster, Agent, request to rezone 48.943 acres from A-R to R-50 to develop a residential subdivision consisting of 36 lots; located in Land Lot 104 of the 7th District and fronts on Dogwood Trail, with one condition that a 20-foot buffer shall be established along the southern boundary of the stormwater detention facility adjacent to Peachtree City to screen it from existing residential lots in Peachtree City, and that said buffer should be undisturbed to preserve existing vegetation and where existing vegetation was disturbed or was insufficient to create a screen, said buffer shall be planted per Article V Nonresidential Development. Commissioner Brown seconded.

Mr. Foster the applicant accepted the one (1) condition- that a 20 foot buffer shall be established along the southern boundary of the stormwater detention facility adjacent to Peachtree City to screen it from existing residential lots in Peachtree City, and that said buffer should be undisturbed to preserve existing vegetation and where existing vegetation is disturbed or is insufficient to create a screen, said buffer shall be planted per Article V Nonresidential Development.

Commissioner Rousseau stated that he had received a number of calls related to traffic in the area. He stated that combining that with the Pinewood Forrest and truck traffic, the challenges would increase.

Commissioner Rousseau asked if the stipulation noted in the application regarding the existing structure removal should be added as a condition to the rezoning approval, or was the letter from the applicant and verbal consent enough.

Mr. Frisina stated that the final plat would not be approved until the existing structures were removed.

Mr. Davenport confirmed that the letter and verbal agreement was sufficient.

Commissioner Oddo moved to approve Petition No. 1278-18, Betty Shubert, Owner, and Trent Foster, Agent, request to rezone 48.943 acres from A-R to R-50 to develop a residential subdivision consisting of 36 lots; located in Land Lot 104 of the 7th District and fronts on Dogwood Trail, with one condition that a 20 foot buffer shall be established along the southern boundary of the stormwater detention facility adjacent to Peachtree City to screen it from existing residential lots in Peachtree City. Said buffer should be undisturbed to preserve existing vegetation and where existing vegetation is

disturbed or is insufficient to create a screen, said buffer shall be planted per Article V Nonresidential Development. Commissioner Brown seconded. The motion passed 5-0.

Commissioner Rousseau recused himself from the discussion of items #6 and #7, due to the support he received from the applicant.

- 6. Consideration of Petition No. 1279B-18, John Richard Halbert, Owner, request to rezone a total of 18.34 acres from A-R to R-80 to develop a Single-Family Residential Subdivision consisting six (6) lots in conjunction with Petition No. 1279A-18; located in Land Lot 228 of the 4th District and fronts on Goza Road.**

John Richard Halbert, Owner, briefed the Board regarding this petition.

Mr. Halbert stated that he did follow the Comprehensive Land Plan and was agreeable to the two conditions.

No one spoke in favor or in opposition of this Petition.

Chairman Maxwell asked, if the lake would be filled in?

Mr. Halbert stated, "No they are not filling in the lake."

Chairman Maxwell asked why the rezoning classification of R-80 and not R-85?

Mr. Halbert stated that the rezoning classification was a safety net, he stated that because they are unsure of the market for this area. Mr. Halbert stated that the goal was 3000sqft lots or above, which would mean the lots would sale at a higher price; however with market variables 2500sqft. lot was an option.

Commissioner Brown moved to approve Petition No. 1279B-18, John Richard Halbert, Owner, request to rezone a total of 18.34 acres from A-R to R-80 to develop a Single-Family Residential Subdivision consisting six (6) lots in conjunction with Petition No. 1279A-18; located in Land Lot 228 of the 4th District and fronts on Goza Road, with one (1) condition the owner/developer shall provide, at no cost to Fayette County, ten (10) feet of right-of-way on Goza Road and said dedication area shall be shown on the Final Plat. Commissioner Oddo seconded. The motion passed 4-0-1, with Commissioner Rousseau recusing himself.

- 7. Consideration of Petition No. 1279A-18, John Richard Halbert, Owner, request to rezone a total of 0.29 acres from A-R to R-80 to develop a Single-Family Residential Subdivision consisting six (6) lots in conjunction with Petition No. 1279B-18; located in Land Lot 228 of the 4th District and fronts on SR 85 South.**

John Richard Halbert, Owner, briefed the Board on Petition No. 1279A-18 request to rezone a total of 0.29 acres from A-R to R-80 to develop a Single-Family Residential Subdivision consisting six (6) lots in conjunction with Petition No. 1279B-18; located in Land Lot 228 of the 4th District and fronts on SR 85 South, with one (1) condition There shall be no driveway access to the parcel(s) from SR 85.

No one spoke in favor or in opposition of this Petition.

Commissioner Brown moved to approve Petition No. 1279A-18, John Richard Halbert, Owner, request to rezone a total of 0.29 acres from A-R to R-80 to develop a Single-Family Residential Subdivision consisting six (6) lots in conjunction with Petition No. 1279B-18; located in Land Lot 228 of the 4th District and fronts on SR 85 South, with one (1) condition

that shall be no driveway access to the parcel(s) from SR 85. Commissioner Oddo seconded. The motion passed 4-0-1, with Commissioner Rousseau recusing himself.

Commissioner Rousseau returned to the Board Meeting.

8. Consideration Ordinance 2018-03, Amendments to Chapter 110. Zoning Ordinance, Regarding Article I. – In General, Article III. – General Provisions. Article IV. – District Use Requirements and Article V. – Conditional Uses, Nonconformances, Transportation Corridor Overlay Zones and Commercial Development Standards.

Community Development Director Pete Frisina stated the evolution of the requested Ordinance amendment began a year ago with a letter from Bill Beckwith former Chairman of the Zoning Board of Appeals.

Mr. Frisina stated that the letter noted that they had been receiving several variance requests for lots, corner lots, flag lots, and a lot of A-R lots; with that in mind when a multitude of variances come in it's a good time to look at your ordinances and figure out if there are some changes that need to be made. Mr. Frisina stated that the initial changes had been presented to the Board in March of 2018, upon review the Board provided suggested and recommended further review. As a result this the updated Ordinance 2018-03, Amendments to Chapter 110. Zoning Ordinance, Regarding Article I. – In General, Article III. – General Provisions. Article IV. – District Use Requirements and Article V. – Conditional Uses, Nonconformances, Transportation Corridor Overlay Zones and Commercial Development Standards. Along with various updated Mr. Frisina noted there are some housekeeping measures.

Mr. Frisina stated that in reviewing this Ordinance they made some housekeeping measures to include updating the terminology, and the addition of a new definition of the term flag lot, an amendment to the lot width definition and principle structure front definition. He explained that there had been some confusion in the ordinance when using the terms "setback" and "yard". A clarification was made to make usage of each term consistent. The definitions for primary front yard, secondary front yard although already in the ordinance, now the definitions are included. He stated that section 110-73 had been in the ordinance since its inception but no one know what it meant so it was being removed. In section 110-77 the aspects of what a lot width meant and how was measured have been added. In section 110-79 the title was changed to residential accessory structures and uses. Mr. Frisina stated that accessory structures fall into two categories, those that are found on residential lots which included: detached garages, tool sheds, pools, tennis courts, pool homes etc.; and those that fall into the A-R section, such as green house, barns, and axillary buildings. Both are accessory structures but the goal was to make a differentiation. Mr. Frisina stated that in this section for those type of accessory structures that were specific to residential areas, they would be outlined in this section and any terminology and references dealing with A-R type accessory structures have been moved to the A-R section. Mr. Frisina noted that there was a lot of housekeeping efforts to add residential before accessory within this section. Mr. Frisina stated that a paragraph was added that talked about accessory structures that would be allowed in the front yard which were well-houses and it discussed how corner lots would be handled. There were some differences when a property was zoned A-R. Mr. Frisina stated that the limitation of 900sqft for detached garages in the front yard was being removed. Mr. Frisina displayed various layouts of structures in the primary front yard and secondary front yards and how the rules relay to differing lot types.

Commissioner Brown stated that working with home builders and developers on the front end in determining where to place a house on a lot would save the County and future home owners in the long run. He stated it would help alleviate the need for requests for variance when they desire to add whatever type of residential accessory structures.

Mr. Frisina stated that section 110-106 was a new section which discussed the breakdown of flag lots and non-conforming land locked lots.

Mr. Frisina outlined additional minor housekeeping measures.

Mr. Frisina stated in reference to section 110-132, that in 2016 there was a review of the uses that were listed and noticed there was one missed dealing with buffers, so it was updated.

Mr. Beckwith stated that this ordinance needed to be reviewed, it needed some clarifications and updating. He stated that the citizens had not been served well with this section of the ordinance. He stated that the ordinance should be clearly defined so that the homeowners are not confused about what they can and cannot do on their property.

No one spoke in favor or in opposition of this Petition.

Commissioner Oddo moved to approve Ordinance 2018-03, Amendments to Chapter 110. Zoning Ordinance, Regarding Article I. – In General, Article III. – General Provisions. Article IV. – District Use Requirements and Article V. – Conditional Uses, Nonconformances, Transportation Corridor Overlay Zones and Commercial Development Standards. Vice-Chairman Ognio seconded. The motion passed 5-0.

CONSENT AGENDA:

Vice-Chairman Ognio moved to approve the Consent Agenda as written. Commissioner Oddo seconded. The motion passed 5-0.

9. **Approval to authorize staff to acquire all fee simple right-of-way and easements for the 2017 SPLOST; Stormwater; Category II, Tier I Project: 175 Silver Leaf Drive Culvert Replacement.**
10. **Approval to establish a capital project with funding provided from Environmental Management's Field Equipment budget of \$5,250 and \$10,200 from General Fund contingency project for the purchase of an HD pole camera in the amount \$15,450.**
11. **Approval of staff's recommendation for Board of Commissioners to approve the bid from Blount Construction Company, Inc. for Bid #1545-B HA 5, High Density Mineral Bond in the amount of \$194,317.21.**
12. **Approval of the Water Committee's recommendation to approve request from the Flint River Astronomy Club for November 2, 2018 and February 8, 2019 to keep Lake Horton Park open from 6:30 p.m. to 10:00 p.m. and April 12, 2019 from 7:30 p.m. to 11:00 p.m. for the Star Gazing event.**
13. **Approval of staff's recommendation to include "Addendum 6-Gospel Under the Stars Festival and Fayette Kindness Rock Project" as an added event to the Intergovernmental Agreement between the City of Fayetteville and Fayette County for use of county owned property.**
14. **Approval of the September 13, 2018 Board of Commissioners Meeting Minutes.**

OLD BUSINESS:

NEW BUSINESS:

15. **Consideration of a recommendation of the Selection Committee, composed of Commissioner Steve Brown and Commissioner Charles Rousseau, to appoint James McCarten to the Region Six Mental Health, Developmental**

Disabilities, and Addictive Diseases Regional Advisory Council for a term beginning March 1, 2018 and expiring February 28, 2021.

Commissioner Steve Brown moved to approve recommendation from the Selection Committee, comprised of Commissioner Charles D. Rousseau and Commissioner Steve Brown, to appoint James McCarten to the Region Six Mental Health, Developmental Disabilities, and Addictive Diseases Regional Advisory Council for a term beginning March 1, 2018 and expiring February 28, 2021. Commissioner Rousseau seconded. The motion passed 5-0.

16. Consideration of Agreement #1569-S between Fayette County and the U. S. Department of the Interior Geological Survey (USGS) that provides for the required monitoring of water flow, stream monitoring data for quality, and CFS flow monitoring in the amount of \$312,500.00 from October 1, 2018 through September 30, 2019.

Water System Director Lee Pope stated that the Agreement #1569-S between Fayette County and the U. S. Department of the Interior Geological Survey (USGS) was the annual contract which helped the County Water System maintain the monitoring of water flow, stream monitoring data for quality, and CFS flow monitoring of the water as it entered, passed through, and exited the County. It also kept the County Water System in compliance with the required releases at all of the reservoirs; as well as monitoring requirements for the Metropolitan Planning District.

Mr. Roy Bishop asked about rumors regarding water pollution in Morning Creek.

Mr. Pope stated that he did not have any reports noting any issues with water quality, but would investigate.

Commissioner Rousseau moved to approve Agreement #1569-S between Fayette County and the U. S. Department of the Interior Geological Survey (USGS) that provides for the required monitoring of water flow, stream monitoring data for quality, and CFS flow monitoring in the amount of \$312,500.00 from October 1, 2018 through September 30, 2019. Commissioner Brown seconded. The motion passed 5-0.

17. Consideration of the proposed 2019 Local Maintenance & Improvement Grant (LMIG) project list for unincorporated Fayette County and authorization for the Chairman to sign the LMIG Application and related documents.

Public Works Director Phil Mallon stated that the Georgia Department of Transportation had offered local county government money for improvements and maintenance for roads and bridges. This year, Georgia Department of Transportation offered Fayette County \$837,185.81. He that the funds would be used on the list of roads identified in the agenda package. He noted that the list was about double the grant amount which gave the County flexibility in programing in case more monies became available.

Vice Chairman stated that this grant did require a 30% local match.

Commissioner Brown moved to approve the proposed 2019 Local Maintenance & Improvement Grant (LMIG) project list for unincorporated Fayette County and authorization for the Chairman to sign the LMIG Application and related documents. Vice-Chairman Ognio seconded. The motion passed 5-0.

18. Consideration of staff's recommendation to award Bid #1536-B, Stonewall Roof Replacement Project (# 3565A), to Dusty Greer Roofing, Inc. in the amount of \$218,000.

Mr. Mallon stated that this item was for the repairs for the roof of the Stonewall building. This project went through a diligent investigation and bidding process and received about eight different companies. He stated that the contractors and the material supplier have an extensive working relationship. The supplier of the material would come out and oversee the installation and when completed there would be a final inspection.

Mr. Rapson noted that the contractor was certified to install the material.

Commissioner Brown asked about a warranty.

Mr. Mallon confirmed that they have the bonds that are needed and had a 15 year warranty.

Commissioner Oddo moved to approve staff's recommendation to award Bid #1536-B, Stonewall Roof Replacement Project (# 3565A), to Dusty Greer Roofing, Inc. in the amount of \$218,000. Vice-Chairman Ognio seconded. The motion passed 5-0.

PUBLIC COMMENT: None

ADMINISTRATOR'S REPORTS:

County Administrator Steve Rapson briefly the Board on recently executed contracts.

- A. Contract #1564-S: Design & Specifications for Fire Station 2**
- B. Contract #1431-P: Transportation Engineer of Record Task Order #9: East Fayetteville Bypass Bridge Design**
- C. Contract #1221-P: Water System Engineer of Record Task Order #FC-19-06: Waterline Construction Drawings-Veterans Parkway**

Mr. Rapson stated that the water fountain was about 96.5% completed. He stated that this project was completed primarily in house.

ATTORNEY'S REPORTS:

Notice of Executive Session: County Attorney Dennis Davenport stated there was one item for Executive Session, one item of pending litigation, and the Review of the September 13, 2018 Executive Session Minutes.

COMMISSIONERS' REPORTS:

Commissioner Brown

Sanitary Survey Newton Plantation Water System- Commissioner Brown stated he had placed a copy of the Sanitary Survey for Newton Plantation Water System for review. He noted that the citizens had some legitimate complaints, which were recognized by EPD in the survey. He stated that hopefully this would a catalyst for change of that water system.

Vice Chairman Ognio

Transportation Committee- Vice Chairman Ognio stated that the upcoming Transportation Committee meeting was going to be held in Peachtree City at City Hall, he goal was to advise the Pubic to ensure everyone was aware of the meeting location change.

In accordance with the Americans With Disabilities Act, accommodations are available for those who are hearing impaired and/or in need of a wheelchair. The Board of Commissioners Agenda and supporting 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.

Commissioner Oddo,

Tax Session- Commissioner Oddo stated that tax season ends next month October 15, 2018.

Commissioner Rousseau

Newton Plantation -Commissioner Rousseau stated in regards to the Newton Plantation water system issues, that he was going to write a letter to EPA asking for follow-up from the water system owner, he noted that EPA had given a deadline and Commissioner Rousseau wanted to get an update as to what the response from the owner was. He wanted to advise the Board as a professional curtesy and if they like to support by signing it he'd welcome the support.

Chairman Maxwell

Newton Plantation- Chairman Maxwell asked Commissioner Rousseau for clarification on who the letter was going to and what the letter was go into entail.

Commissioner Rousseau explained that the letter would go to EPA, asking for an update from the water system owner.

Chairman Maxwell stated he had no problem joining in on the letter and asked that it be sent to the residents of Newton Plantation.

Emergency water connection- Chairman Maxwell asked about an emergency water connection, in reference to Newton Plantation water issues. He stated now that we know there is an issues we may need to be prepared.

County Attorney David Davenport advised that as a part of the ordinance we have put the system owners on notice. If we are needed they would have to let the County know in writing, if our assistance is needed.

Chairman Maxwell stated that based on the proposed October 9, 2018 agenda, the BOC meeting would be fairly light; this is also the meeting that had the time changed to 4:00pm due to attendance of several of the County's leadership staff at the Legislative Leadership Conference in Jekyll Island.

Chairman Maxwell motioned to cancel the October 9, 2018 Board of Commissioners meeting, Commissioner Brown seconded. The motion passed 5-0.

Chairman Eric Maxwell moved to cancel the October 9, 2018 Fayette County Board of Commissioner Meeting. Commissioner Brown seconded. The motion passed 5-0.

EXECUTIVE SESSION:

One Item of Pending Litigation and Review of the September 13, 2018 Executive Session Minutes: Vice-Chairman Ognio moved to go into Executive Session. Commissioner Brown seconded. The motion passed 5-0.

The Board recessed into Executive Session at 8:31 p.m. and returned to Official Session at 8:32 p.m.

Return to Official Session and Approval to Sign the Executive Session Affidavit: Vice Chairman Ognio moved to return to Official Session and for the Chairman to sign the Executive Session Affidavit. Commissioner Brown seconded the motion. The motion passed 5-0.

Attorney Davenport advised Board of a workers' compensation settlement agreement between the County and Ms. Holly Joyner in the amount of \$84,500, Ms. Holly Joyner agreed to the term

In accordance with the Americans With Disabilities Act, accommodations are available for those who are hearing impaired and/or in need of a wheelchair. The Board of Commissioners Agenda and supporting 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.

Commissioner Brown moved to sign off on the Settlement Agreement for Ms. Holly Joyner. Vice Chairman Ognio seconded. The motion passed 5-0.

Approval of the September 14, 2017 Executive Session Minutes: Vice Chairman Ognio moved to approve the September 13, 2018 Executive Session Minutes. Commissioner Oddo seconded the motion. The motion passed 5-0.

ADJOURNMENT:

Commissioner Brown moved to adjourn the September 28, 2018 Board of Commissioners meeting. Vice Chairman Ognio seconded the motion. The motion passed 5-0.

The September 27, 2018 Board of Commissioners meeting adjourned at 8:40 p.m.

Marlena Edwards, Deputy County Clerk

Eric K. Maxwell, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 25th day of October 2018. Referenced attachments are available upon request at the County Clerk's Office.

Marlena Edwards, County Clerk

Consent #19

BOARD OF COUNTY COMMISSIONERS

Eric K. 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
Marlena Edwards, Deputy County Clerk

140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

MINUTES
Special Called
October 2, 2018
2:00 p.m.

Call to Order

Vice Chairman Randy Ognio called the Board of Commissioners meeting to order at approximately 2:00 p.m. A quorum of the Board was present. Chairman Eric Maxwell, Commissioner Charles Rousseau were not present.

Acceptance of Agenda

Commissioner Brown moved to approve the Board of Commissioners agenda. Commissioner Charles Oddo seconded. The motion passed 3-0.

1. Discussion of a proposal of "Transit-X" for Fayette County.

Mr. J.T. Williams made a presentation regarding Transit-X. He stated that Transit-X would be privately financed with no public money involved. He stated that Transit-X was a private enterprise. He continued the presentation.

There were questions offered from the audience. Mr. Williams stated that the request was for a Memorandum of Understanding (MOU) to move forward with the concept planning for Transit-X. He stated that after the MOU was approved, then they would request an Operational Agreement.

Mr. Williams responded to questions from the audience.

The Board of Commissioners and the Transportation Committee recessed at 2:59 p.m.

The meeting reconvened at 3:11 p.m.

The Transportation Committee meeting continued. The Board of Commissioners remained for the meeting.

ADJOURNMENT:

Commissioner Oddo moved to adjourn the Board of Commissioners meeting. Commissioner Brown seconded. The motion passed 3-0. Chairman Maxwell and Commissioner Rousseau were absent.

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Discussion of proposed Article VI - Parking of Vehicles under Chapter 16 of the Fayette County Code of Ordinance.

Background/History/Details:

On July 26, 2018, The Board of Commissioners voted to have staff and legal draft an ordinance to regulate vehicle parking in residential areas.

If this Article VI-Parking of Vehicles is adopted, the Commission would need to determine what level of effort is required for Code Enforcement efforts. The level of effort required to provide active Code Enforcement services throughout the unincorporated area of the county is estimated to be four (4) Code Enforcement positions at an estimated cost of \$368,288.

What action are you seeking from the Board of Commissioners?

Discussion of proposed Article VI - Parking of Vehicles under Chapter 16 of the Fayette County Code.

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:

In reference to enforcement, the critical issue for the Marshal's Office would be how to provide adequate security for the parks, facilities, lakes and provide code enforcement services while enforcing a new lawn parking ordinance. Utilizing current staff would effectively reduce the number of available personnel for existing duties.

It is difficult to accurately determine the number of additional personnel required due to the high number of variables. The following surveys were completed to provide a snapshot of potential violations in four subdivisions.

<u>Subdivision</u>	<u>Date</u>	<u>Time</u>	<u>Yard</u>
Dix-Lee-On Highway 279	Sunday, February 05, 2017	after 5pm	9
Harbor Lakes Antioch Road	Sunday, February 05, 2017	after 5pm	7
Lafayette Highway 314	Tuesday, February 07, 2017	after 5pm	5
Stillwater Hawn Road	Tuesday, February 07, 2017	after 5pm	7

As citizens become familiar with the new ordinance, it is anticipated that the majority of complaints would be received during the evening hours and on weekends. Based on the results from the small sampling above, it is estimated that a minimum 4 additional officers would be required for adequate coverage daily and on weekends for complaint based enforcement. Along with increased staffing, additional equipment would be required. i.e. vehicles, uniforms, radios and compliance training.

Estimated Cost for One Deputy Marshal

Item	Cost for items	Total for items
Salary & Benefits	1 @ 57,6373	\$57,373.00
Equiped vehicle	1 @ 28,000	\$28,000.00
Radios (mobile & WT)	1 set @ 8,830	\$8,830.00
Total Uniforms		\$1,484.00
Total Equipment		<u>\$885.00</u>
Total for adding 1 Deputy Marshal		\$96,572.00
Total for adding 4 Deputy Marshals		\$386,288.00

10. Discussion of changes to address the location and surface of parking.

Commissioner Rousseau stated that he was requesting approval to have an internal review and revisiting of an old ordinance having to do with the quality of life in the neighborhoods and communities. He stated that there were a number of protesting homeowners associations (HOA) in the county that have a restricted covenant that govern them and some of the things in the covenant benefit the county. He stated that one of those things was no parking on lawns. He stated that there were a number of people who have never lived in a HOA that hate them and others that think the HOA have a purpose because they have a standard that was set for individual conduct on people's property. He stated that he would humbly submit that the HOA in some instances, particularly with this type of ordinance, do the job the county or municipalities do traditionally. He stated that the HOA had the power to take the waivers to court and enforce the covenant associated with the HOA. He stated that code enforcement in the county or municipality set the standard for quality of life in particular neighborhoods. He stated that he had witnessed the deterioration of neighborhoods with no enforcement or HOA. He stated that the Board had a unique opportunity to assist those neighborhoods. He stated that those subdivisions built before 1993 had to vote after twenty years to reinstitute the HOA. He stated that those built after 1993 are automatic. He stated that for the older HOAs, the county had some responsibility to assist in keeping up the neighborhoods. He stated that he was asking to have staff and county attorney to draft an ordinance review for consideration for a vote at a later or designated time.

Commissioner Rousseau moved to approve the work by staff, administrator and county attorney to bring something back to the Board to consider helping the neighborhoods that do not have active homeowner associations. Commissioner Brown seconded.

Yvonne Smith stated that she was at the meeting to discuss keeping her community safe and not letting it deteriorate in any way. She stated that having a form of legal document to share with residents would save the county with calling code enforcement. She stated that she was asking for help with parking on the lawns and to help maintain the quality of life. She stated that she would appreciate the Board giving permission to have this ordinance.

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Page Number 13

John Keaton stated that he was new to Newton Plantation. He stated that for the most part it was a great community. He that there were a lot of elderly people in the community. He stated that there were a few houses that had trash and the grass was overgrown. He stated that something needed to be put in place to put everyone to a standard.

Joan Andrews stated that they needed the Board's assistance to carry on the plans.

Commissioner Rousseau stated that the speakers were from one subdivision, but his issue was county-wide. He gave some background about homeowner's associations. He stated that the HOAs in some instances were doing what governments traditionally do with community standards. He stated that he was asking the Board to consider how to assist the older neighborhoods as there was decline. He stated that he was asking to at least examine it and then the Board could debate it once staff brought back some guidelines on how to approach this ordinance.

Chairman Maxwell asked what was being asked of the Board.

Commissioner Rousseau stated that he and Commissioner Brown had met with staff and some preliminary discussion took place, but they did not seek Board approval to have staff go further and to have the county attorney weigh in more substantively on the pros and cons. He stated that he brought this up at the last two retreats and did not get any traction or support. He stated that he was choosing not to let it rest and to have the Board formally look at this proposal. He stated that he agreed, in part, that the county was too diverse and wide in terms of acreage to make this applicable in some areas. He stated that he was asking the Board to look at subdivisions that had certain restrictions and residents that had certain lot sizes. He stated that his argument was that it was already being done by a private citizenry and the county was not assisting.

Commissioner Brown stated that he had several people contact him about parking vehicles in the front yard. He stated that he looked at some and there were vehicles in the front yard. He stated that when that became the acceptable norm... He stated that some of the younger residents that come into the subdivisions did not have same community ethic about "how do I keep the house up to be part of the neighborhood and part of the community." He stated that when we start letting some of these things go, it would become the new norm and then it would drop to the next level, and then it would drop again and soon it would be a blighted subdivision. He stated that Commissioner Rousseau was asking to have staff craft something to bring back to the Board.

Chairman Maxwell stated that Commissioner Rosseau said the county attorney.

Commissioner Rousseau interjected and stated staff and County Attorney Dennis Davenport.

Chairman Maxwell stated that if the Board was to do Section 8-223, location and surface of parking areas; he asked how many people would be needed to actively reinforce that ordinance.

An inaudible statement was made from the audience.

Chairman Maxwell stated that he asked the question because in the minutes from 2005 it was complaints that the ordinance was being selectively enforced. He asked Mr. Davenport if he knew why the county got rid of the ordinance in 2005.

Mr. Davenport stated that it stemmed around active enforcement. He stated that in the past, someone would call and complain about a car being parked in the front yard of someone's home and the code enforcement officer would ride past seven violations to get to "John Doe's" house. He stated that the philosophy behind that was that it was "passive" enforcement. He stated that he could understand passive enforcement, but when there was a violation there was a duty to do something about it and when riding past six or seven houses with cars parked on the front yard, to go cite "John Doe", it was missing the point. He stated that it

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became a big issue because it would take a lot more officials to cite everyone with violations. He stated that it would become a very unpopular regulation quickly.

Chairman Maxwell asked if there could be an ordinance that said, the HOAs that use to be HOAs, but were no longer a HOA, could the county do an ordinance that only applied to those associations.

Mr. Davenport stated that in his opinion, no. It was an equal protection argument.

Chairman Maxwell stated that A-R could probably be excluded properly, and the others would be the residential commercial areas. Mr. Davenport stated correct. Chairman Maxwell stated that there was some "wiggle room", but then there was the issue of staffing.

Mr. Rapson stated that the county would be looking at roughly \$350,000 to \$400,000 to hire six officers and that was not including outfitted vehicles.

Commissioner Brown stated that there were no popular code enforcement ordinances. He stated that Commissioner Rousseau was just asking for the opportunity to work with staff to give the Board something to peruse and if the Board did not like it, vote it down.

Chairman Maxwell stated that he did not feel there was a lot of friction the last time it was discussed.

Commissioner Rousseau stated that the core purpose for this was to assist the communities who did not have advocates in the form of a HOA to maintain high community standards. He stated that he could ask how many of the calls were complaint driven and the response would likely be 75% would be his guess. He stated that when code enforcement officers had to chase down an owner it was a vicious cycle.

Commissioner Oddo stated that this was not the first time that the Board had to deal with something similar to this. He stated that his concern was that if it was just a perception. He stated that he drove through the neighborhood and he saw some cars parked on grass and they seemed to be parked neatly. He stated that he also saw grass growing over the curve. He stated that his concern was how far as a county we could go for the visual.

Commissioner Rousseau reiterated that this was not specific to one subdivision.

Commissioner Oddo stated that was why he referenced his community and another random community that he visited. He stated that he understood that some may not want to see the cars there, but he saw no harm in the cars being there. He stated that it would be sentimentally good that the Board could do this, but "should we be doing it". He stated that the next logical step would be the government saying that we need to trim the grass and fix the gutter. It would not stop with the cars was his concern.

Commissioner Brown stated that there were a host of enforcement ordinances and should the county do away with all of them. He stated that somewhere they had to draw community standards and he would say that parking on the grass in the front yard was a good line to draw because it would be hard to sell the home if there are several houses with cars on the grass and on blocks.

Commissioner Rousseau stated that the Board was getting into the things that staff would raise and was now debating it. He stated that he would like the Board's support to have staff give some pros and cons.

Commissioner Rousseau restated the motion.

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Commissioner Rousseau moved to allow staff, all those deemed to be intrigue part of the ordinance review, to weigh in and bring back a proposal to the Board, and staff to include the County Attorney to review to enact an ordinance.

Mr. Davenport stated that the first motion that he wrote was to assist older subdivisions with no homeowner's association. He continued that all the talk was about not parking on the grass, so his concern was that he was not sure what was being requested of him. He stated that if the request was for an ordinance for not parking on the grass, then there was already one in Section 8-223 and the issue to address was to look at that with respect to A-R; would there be some type of legal and logically exemption under A-R and if so, under what circumstances.

Commissioner Rousseau stated that Mr. Davenport "nailed it".

Mr. Davenport stated that he understood that it was not enacted, but it did not take further research, he would just reenact Section 8-223 to serve the issue.

Commissioner Rousseau stated that in his discussion there was a nuance that he was asking staff to look at and that was A-R being precluded from the old ordinance, so Mr. Davenport would have to weigh in on that. He stated that was an example.

Mr. Davenport stated that the direction he was getting was to prohibit parking on grass and look to see if there were legal exclusions, for example, A-R that could be carved out of the overall prohibition.

Commissioner Rousseau stated yes.

Commissioner Brown stated that Commissioner Rousseau would have the conversation with staff and send it to Mr. Davenport to get feedback. Commissioner Rousseau stated yes.

Commissioner Oddo stated that it was his understanding that Commissioner Rousseau wanted to tell the Board "how it could be done," but his question was "why we are doing it." He stated that he was not at the point that he saw why it was needed.

Commissioner Rousseau stated for enforcement purposes, for safety and for a number of things.

The discussion continued.

Vice Chairman Ognio stated that he wished it could be done through an HOA to resolve a lot of problems. He stated that if an ordinance was not written specifically it could be abused either way. He stated that even large parcels when divided are called subdivisions. He continued that it was hard to say that it could be done for one subdivision and not another because of the distinctions between subdivisions. He stated that he did not have a problem looking into it.

Ms. Smith made further comments. She stated that it was not just about cars parked on the lawn, but also about repairing numerous cars on the lawn. She stated that code enforcement was not in her community when called. She stated that this was about a lot of things in her community. She stated that she did not want a HOA because a lien could be placed on a home and nothing could be done until the property owner sells, but in the meanwhile the trash could grow to over ten feet. She stated that some kind of system from the Board would help them.

Commissioner Rousseau agreed to have Mr. Davenport call the motion.

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Motion to have the County Attorney to look into drafting an ordinance that would prohibit parking on grass and include any legal exclusions that were applicable.

Commissioner Rousseau stated that staff would look at the ordinance based on the capacity and Mr. Davenport would just look to see if it could be enforced and that it would hold up in court.

Chairman Maxwell asked Mr. Davenport if he was clear.

Commissioner Rousseau stated that before the Board was discussion of changes to address the location of surface parking. He stated that he would like it cleaned up and to have recommendations presented to the Board on how to reinstitute this policy with modifications.

Chairman Maxwell stated that it sounded like it was limited to Section 8-223. Mr. Davenport stated that was what he heard as well with any applicable exclusions that could be inserted; to test the limits of the prohibitions. The motion passed 3-2. Chairman Maxwell and Commissioner Oddo voted in opposition.

Chapter 16 - OFFENSES AND MISCELLANEOUS PROVISIONS

(This Article to be added new in its entirety to Chapter 16)

ARTICLE VI. - Parking of Vehicles

Sec. 16-152. - Applicability

The following regulations shall be applicable to vehicles parked on any property located within the unincorporated areas of Fayette County, excluding any property zoned A-R, and any property regulated by Chapter 104, Article VIII., Off- Street Parking and Service Requirements of the Fayette County Code.

Sec. 16-153. - Definitions.

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

Building line, front, means a line running parallel to the street which touches the nearest point of the principal structure to the street.

Building, principal, means a building in which the principal use of the lot is conducted.

Lot, corner, means a lot located at the intersection of two or more streets.

Lot, single frontage, means a lot which has frontage on only one street.

Lot, through, means a lot, other than a corner lot, having frontage on more than one street.

Prepared surface means concrete, asphalt, pavers or gravel.

Trailer means a vehicle designed to be towed, to include recreational trailers.

Vehicle means a motor vehicle for transporting passengers and/or goods.

Vehicle, recreational, means vehicle used as a temporary dwelling and/or for recreational purposes, not to include mobile homes or manufactured homes.

Yard, front, means the area between a property line adjacent to a street and the front building line, extending the full width of the lot.

Yard, primary front, means on a corner lot, the area between a property line adjacent to a street and a line running parallel to the front plane of the principal structure, extending the full width of the lot.

Yard, secondary front, means on a corner lot, the area parallel to the street between a property line adjacent to a street and the principal structure outside of the primary front yard.

Sec. 16-153. - Required; not applicable.

- (a) Subject to the requirements of this regulation, any motor vehicle, recreational vehicle, or trailer may be parked on property provided that said vehicle, recreational vehicle, or trailer is:
 - (1) Parked on a prepared surface when parked in a front yard in the case of a single-frontage lot.
 - (2) Parked on a prepared surface when parked in a primary front yard and secondary front yard in the case of a corner lot.
 - (3) Parked on a prepared surface when parked in a front yard in the case of a through lot. In this case, only the area between the street from which the lot is accessed and the front building line shall be treated as a front.
- (b) These regulations shall not apply to the temporary parking of any vehicle for the purpose of making pickups or deliveries of goods, wares or merchandise from or to any building or structure, or for the purpose of delivering materials to be used in the actual and bona fide repair, service, alteration, remodeling or construction of any building or structure; nor shall any provisions of this section apply to any vehicle owned by a public utility while necessarily in use in the construction, installation, maintenance or repair of any public utility.

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of staff's recommendation to not object to the Peachtree City annexation of 28.3 acres (Bradshaw Family LLP Tract), and the rezoning of said property from A-R (Agricultural-Residential) to Limited Use Commercial (LUC) for a mixed-use development consisting of single-family residential, office, commercial and open space.

Background/History/Details:

Consideration of the Peachtree City annexation of 28.3 acres (Bradshaw Family LLP Tract), and the rezoning of said property from A-R (Agricultural-Residential) to Limited Use Commercial (LUC) for a mixed use development consisting of single-family residential, office, commercial and open space.

The county's governing authority may either "object" to the annexation, by majority vote, or choose not to object to the annexation request.

Per Section 36-36-113 of the Georgia Code, Fayette County must deliver their objection to the annexation by certified mail or statutory overnight delivery not later than the end of the thirtieth calendar day following receipt of the notice. The deadline for delivery of an objection is November 8, 2018.

What action are you seeking from the Board of Commissioners?

Consideration of staff's recommendation to not object to the Peachtree City annexation of 28.3 acres (Bradshaw Family LLP Tract), and the rezoning of said property from A-R (Agricultural-Residential) to Limited Use Commercial (LUC) for a mixed-use development consisting of single-family residential, office, commercial and open space.

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:

To: Board of Commissioners

From: Pete Frisina

Date: October 11, 2018

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

Peachtree City has received a request for annexation of the above-referenced properties located on SR 54 and Sumner Road. The annexation notice from Peachtree City indicates the intent to annex and rezone 28.3 acres to Limited-Use Commercial (LUC) to develop mixed uses consisting of 27 single-family lots, 4.2 acres of commercial, and 3.5 acres of office and 9.5 acres of open space. The subject property is currently undeveloped and zoned A-R (Agricultural-Residential) in Fayette County.

Rezoning History

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

General Description

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

Direction	Acreage	Zoning	Use	Comprehensive Plan
North (across Sumner Road)	1.00 minimum lots	R-50	Single-Family Residential Subdivision	Low Density Residential (I Unit / 1 Acre)
East	7.20	A-R & R-40	Single-Family Residence	Low Density Residential (I Unit / 1 Acre) & SR 54 West Overlay District
East (across SR 54)	2.10 1.16 2.26	O-I O-I O-I	Office Office Office	Office
South	2.60	C-C	Nursing Home	Office
West (across Sumner Road)	1.00 minimum lots	R-43 (PTC)	Single-Family Residential Subdivision (Smokerise Crossing)	Single-Family Low Density (PTC)

Current County Land Use

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

DEPARTMENTAL COMMENTS

Planning and Zoning: The Concept Plan for the annexation indicates 27 single-family lots, 4.2 acres of commercial use, 3.5 acres of office use and 9.5 acres of open space. The proposed zoning is Limited Use Commercial (LUC).

The subject property is currently zoned A-R and is designated as Low Density Residential (1 Unit/1 Acre) on the Fayette County Future Land Use Plan map. This residential land use designation allows for minimum one (1) acre lots.

The subject property is also within the SR 54 West Overlay District. The intent of the SR 54 West Overlay District is to allow those existing lots of five +/- acres (especially those with existing homes) that were impacted by the widening to four (4) lanes the option to convert to office uses. The Fayette County Future Land Use Plan map does not designate any Commercial land use for the subject property.

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

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

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

Public Works/Engineering:

Impacts to Sumner Road.

The proposed development would create 27 residential units that have access on Sumner Road. This is comparable to the traffic that would be generated if the land were developed in the County (staff estimates 20 to 25 lots could be permitted under County rules). The intersection of Sumner Road and Smokerise Point is maintained by Peachtree City and the intersections of Sumner Road with SR 54 are owned and maintained by GDOT, so development of the homes (as a City or County project) would have minimal impact to County road infrastructure.

Impacts to SR 54.

The proposed development would provide 4.2 acres of commercial space and 3.5 acres of office space that have access on SR 54. These are developments and traffic loads that would not be

experienced with current County zoning.

The annexation package does not estimate the number of trips generated by the commercial and office space, but all ingress and egress would be to SR 54 and controlled by GDOT. There are no direct and significant impacts to County roads or intersections because of the proposed commercial and office space.

Engineering has no conditions for annexation or rezoning. Listed below, however, are comments on the proposed concept plan and requirements that would be applicable if the development were in the unincorporated County.

1. The development could impact the operational efficiency of the Genevieve Court intersection and SR 54. Fayette County would request a traffic impact study from the Developer to determine traffic impacts at the intersection and identify appropriate mitigation measures. The study and any agreement on improvements would have to be coordinated with, and approved by, the GDOT. "Superstreet" concepts should be employed where possible.
2. Fayette County would request GDOT prohibit any new median breaks onto SR 54 from the annexation parcels.

Environmental Health: No objections to annexation.

Environmental Management:

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

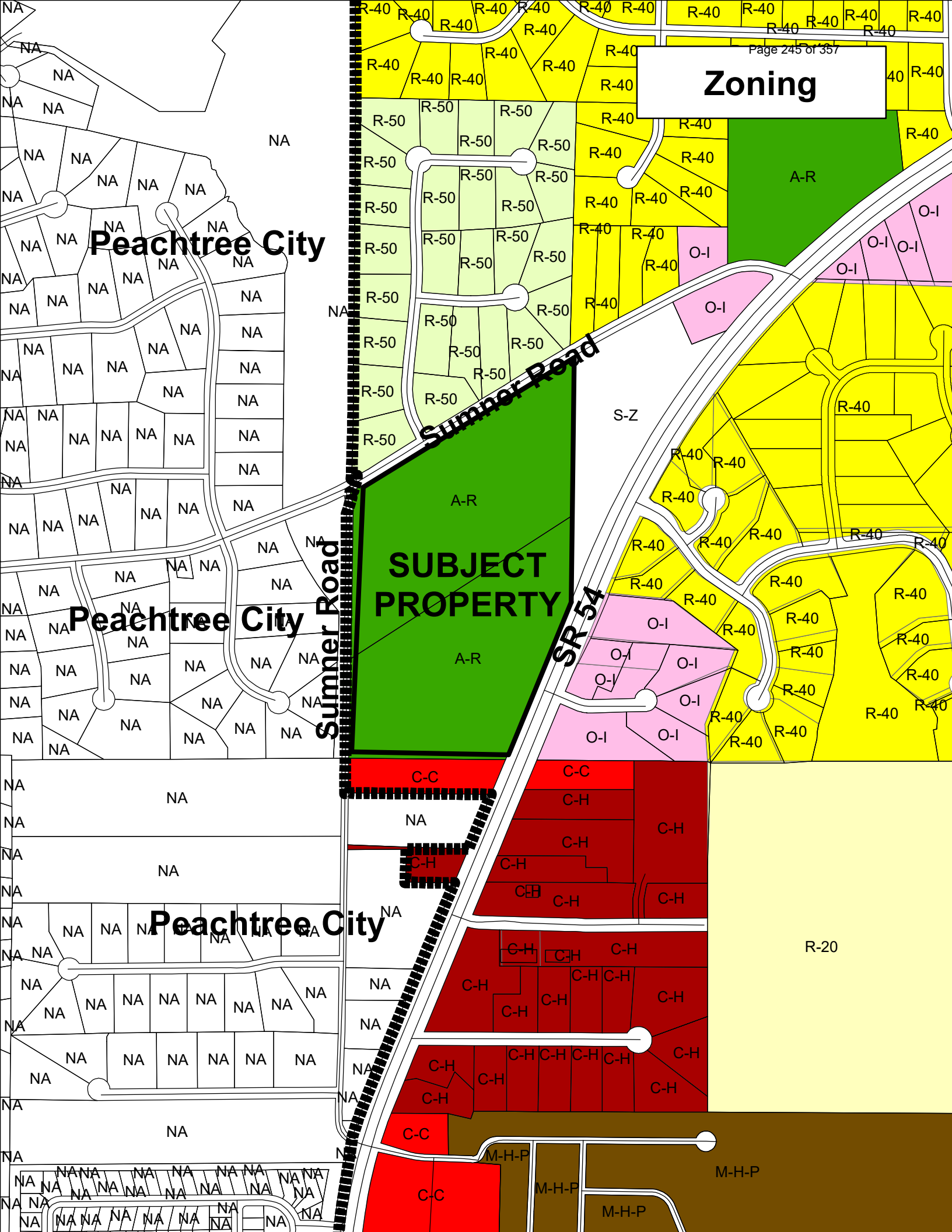
Sheriff's Office: The Sheriff's Office has no issues with this annexation.

Summary

While the annexation and rezoning of the subject properties, as proposed, will create a change in zoning and land use that will result in a substantial change in the intensity of the allowable use of

the property, staff finds no material increase in burden upon the county due to the proposed annexation and zoning of the subject property. Staff recommends that the County not object to the annexation.

Zoning



Land Use Plan

Peachtree City

Peachtree City

Sumner Road

Sumner Road

**SUBJECT
PROPERTY**

SR 54 Overlay District
LOW DENSITY
RESIDENTIAL

SR 54

City_Limits

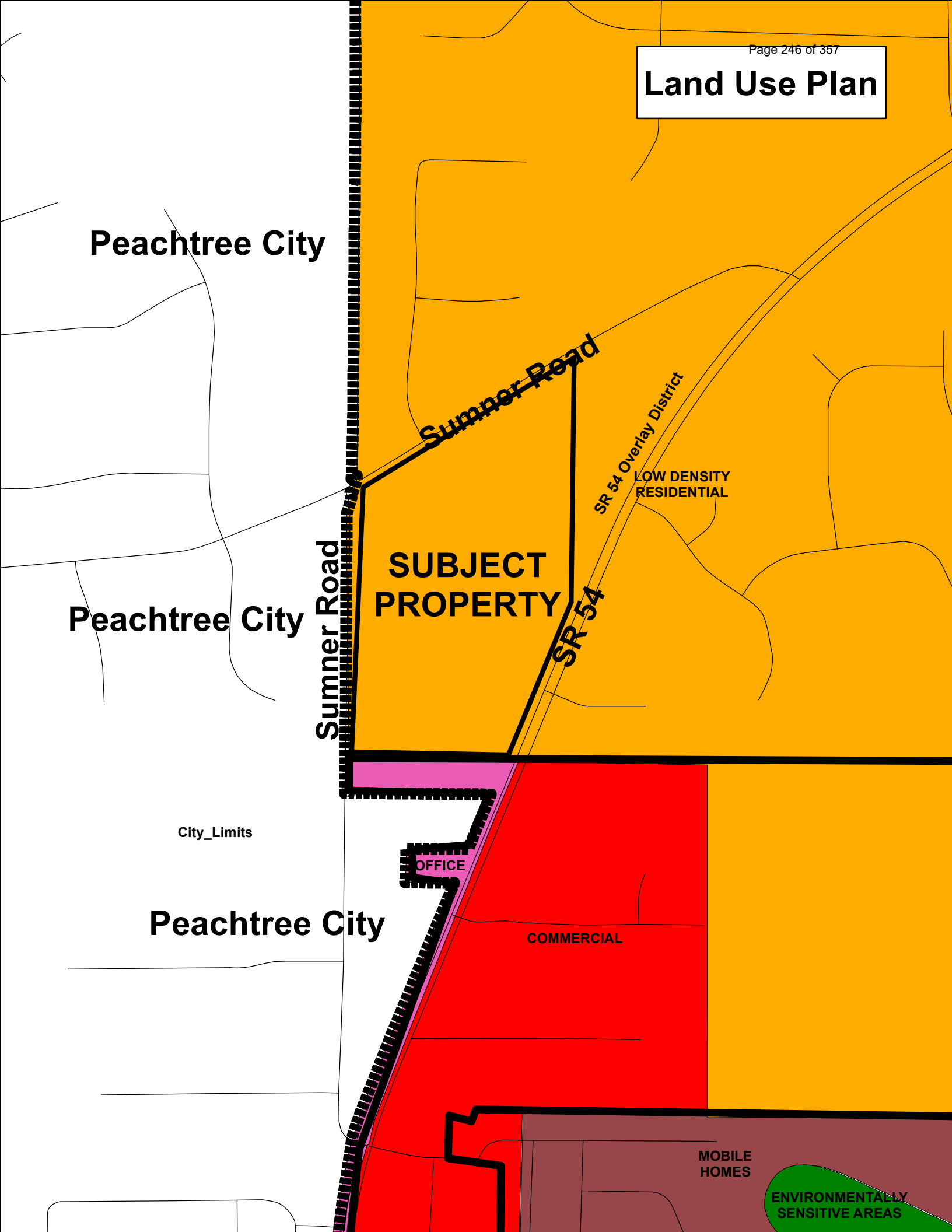
Peachtree City

OFFICE

COMMERCIAL

MOBILE
HOMES

ENVIRONMENTALLY
SENSITIVE AREAS



Aerials



Peachtree City

Peachtree City

Peachtree City

Summer Road

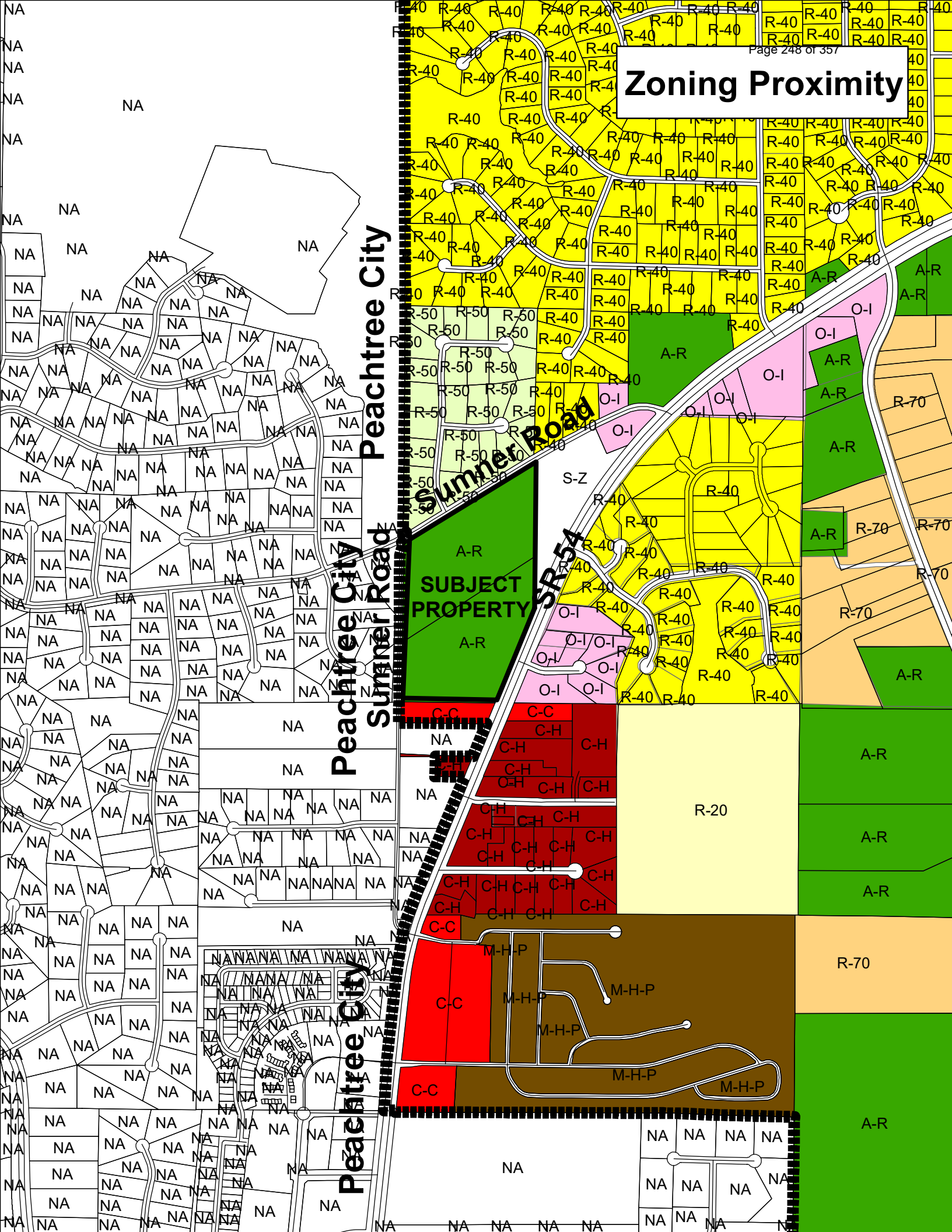
Summer Road

SUBJECT
PROPERTY

SR 54

SR 54 Overlay District

Zoning Proximity



October 5, 2018

SENT VIA CERTIFIED MAIL

Mr. Eric Maxwell, Chairman
The Board of County Commissioners of Fayette County
140 Stonewall Avenue West, Suite 100
Fayetteville, GA 30214

Re: Notice of Annexation and Rezoning by Bradshaw Family, LLLP
Properties located along State Route 54 and Sumner Road
Tax Parcels: 0719 061 and 0719 003A

Dear Mr. Maxwell:

Please be advised that the City of Peachtree City, Georgia, by the authority vested in the Mayor and Council of the City of Peachtree City by Article 2 of Chapter 36, Title 36, O.C.G.A., intends to annex the property hereinafter described by ordinance at a regular meeting of the Mayor and the City Council.

This letter has been sent to you by certified mail, return receipt requested, within five (5) business days of acceptance of an application for annexation in accordance with O.C.G.A §36-36-6 and §36-36-9. This letter also serves as notice of the application for zoning pursuant to O.C.G.A § 36-36-111, that the applicants are seeking to rezone from Fayette County zoning district AR, Agriculture Residential, to Peachtree City zoning district LUC, Limited Use Commercial, to allow a mixture of office, commercial, and single-family residential uses. The Fayette County Future Land Use for this property is Single Family Low (minimum 1-acre lots).

The property is about 28.3 acres and has frontage on both Sumner Road and State Route 54. The property tax parcel identification number are 0719 061 and 0791 003A, and is further described as:

All that tract or parcel of land lying and being in Land Lot 70 of the 7th Land District of Fayette County, Georgia and being more particularly described as follows:

Beginning at an iron pin found on the Land Lot corner common to Land Lots 91, 70, 69, and 92, said pin being on the eastern right of way of Sumner Road and being the TRUE POINT OF BEGINNING. Thence along said right of way of Sumner Road North 01d50'58" West a distance of 458.97 feet to an iron pin found; Thence leaving said right of way North 56d13'49" East a distance of 1117.70 feet to an iron pin found; Thence South 01d42'27" East a distance of 385.76 feet to an iron pin found on the western variable right of way of GA Highway 54; Thence along said right of way South 20d09'28" West a distance of 755.00 feet to an iron pin found. Thence leaving said right of way North

88d45'51" West a distance of 665.88 feet to an iron pin found, said pin being the True Point of Beginning.

Together with all that tract or parcel of land lying and being in Land Lot 70 of the 7th Land District of Fayette County, Georgia and being more particularly described as follows:

Beginning at the intersection of the common corners of Land Lots 69, 70, 91 and 92, thence proceeding Southeasterly along the southerly line of Land Lot 70, 20.02 feet to an iron pin set on the easterly side of a 40 foot prescriptive easement for Sumner Road; thence proceed Northerly along Easterly side of said easement a distance of 458.97 feet to the TRUE POINT OF BEGINNING. Thence North 01d51'03" West for a distance of 56.66 feet to a point. Thence North 01d18'06" West for a distance of 123.44 feet to a point. Thence North 03d06'16" West for a distance of 88.79 feet to a point. Thence North 03d11'10" West for a distance of 364.59 feet to a point. Thence North 00d01'00" East for a distance of 24.30 feet to a point. Thence along a curve to the right having a radius of 100.00 feet and an arc length of 44.86 feet, being subtended by a chord of North 27d41'22" East for a distance of 44.48 feet to a point; thence along a curve to the right having a radius of 973.08 feet and an arc length of 13.35 feet, being subtended by a chord of North 56d37'24" East for a distance of 13.35 feet to a point on the Southerly right of way of Sumner Road. Thence North 56d 13'49" East for a distance of 1091.74 feet to a point on the Southerly right of way of Sumner Road. Thence South 01d36'07" East for a distance of 601.78 feet to an iron pin found. Thence South 01d43'27"WEast for a distance of 887.91 feet to an iron pin set. Thence South 56d13'49" West for a distance of 1117.70 feet to a point, said point being the TRUE POINT OF BEGINNING.

Pursuant to O.C.G.A. §36-36-7 and §36-36-9, you must notify Peachtree City, in writing and by certified mail, return receipt requested, of any county facilities or property located within the property to be annexed, within five (5) business days of receipt of this letter.

If the county has an objection under O.C.G.A. §36-36-113, in accordance with the objection and resolution process, you must notify Peachtree City within thirty (30) calendar days of the receipt of this notice.

Sincerely,



Robin Cailloux
Senior Planner, Peachtree City

ATTACHMENTS

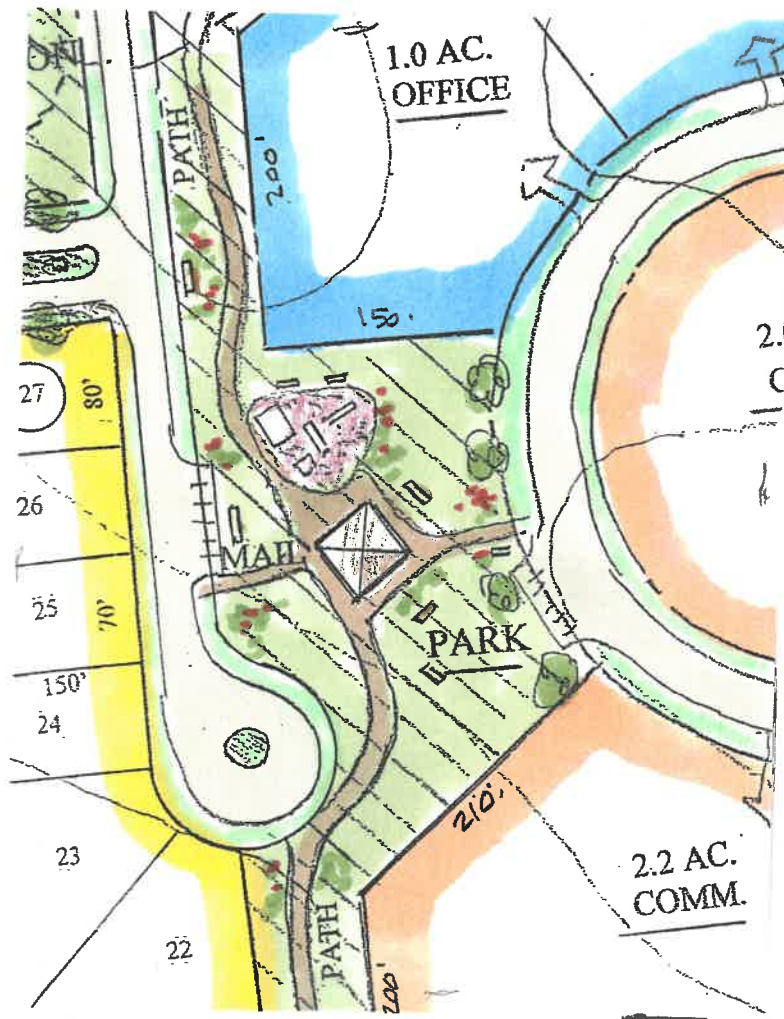
STEP TWO

Request for

ANNEXATION & ZONING

BRADSHAW 28.3 ACRES

Highway 54 East, Peachtree City



	PETERSON PLANNING	
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STEP TWO ANNEXATION APPLICATION

153 Willowbend Rd, Peachtree City, GA 30269
770-487-5731
WWW.PEACHTREE-CITY.ORG

Fee: \$1500 + \$50/acre
Date Filed ____ / ____ / ____
Date Accepted ____ / ____ / ____
Notification Sent ____ / ____ / ____
<i>Office Use Only</i>

Overview: The Annexation Review Process is a two-step process to evaluate annexation requests into the City of Peachtree City. Once the City Council has voted on an applicant’s Step One application, a Step Two application can be submitted. The recommendation that the annexation request continue to Step Two does not imply that the City Council will approve the rezoning and/ or the annexation application. The Step Two application must be submitted within one (1) year of City Council’s vote on the Step One request. Step Two requires the submittal of detailed information as identified in the established rezoning process and the State Annexation Law.

Per State Law, once the application has been submitted to the City, nothing can be altered. The annexation property area and the requested zoning category may not be changed during the review process. In addition, if the annexation is approved, the development intensity may not be increased for one year after the approval date. For example, if a density of 2 units per acre is requested and approved in the Annexation application, the property cannot be rezoned or developed at a density greater than 2 units per acre within one year of approval. It may, however, be developed at a lesser density.

Instructions: All items identified below must be provided before a Step Two application is deemed complete. If the answer to any question is “No,” a written explanation must be provided to explain the negative response. Once staff has deemed the application is complete and complies with the State Annexation Law, the annexation request and rezoning shall be heard together in two public hearings. The first required public hearing is with the Planning Commission, where they will make a recommendation to the City Council. The second public hearing is before the City Council, who will vote to approve/deny the request.

SUBMITTAL REQUIREMENTS:

		YES	NO
1	A completed and signed Step Two application.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	Application fee paid	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	Legal Description: A paper copy and an electronic version (.doc) of the full legal description of the subject tract(s) being considered for annexation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	Boundary Survey: One electronic (.pdf) copy and five (5) paper copies of a survey prepared by a licensed and registered land surveyor that shall identify the extent of the property being considered for annexation. Must be scale no greater than 1”=50’ and include:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(a)	Parcel Tax ID number and owner name for each annexation parcel	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b)	Existing lot lines, easements, rights-of-way, including the area in acres or square feet, and abutting land uses or zoning district categories	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c)	A clear delineation of the existing and proposed city limits boundary	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d)	Seal of the surveyor who prepared the survey	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e)	All natural, geological, and/or cultural resources that are on or within 200 feet of the property	<input checked="" type="checkbox"/>	<input type="checkbox"/>

STEP TWO ANNEXATION APPLICATION

153 Willowbend Rd, Peachtree City, GA 30269
770-487-5731
WWW.PEACHTREE-CITY.ORG



		YES	NO
5	Property Deeds: One (1) copy of the property deed(s) for tract(s) of land.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	Nearby Properties List: One (1) paper and one (1) electronic version (.doc) of a list of all parcels within 200' of the annexation property, including ownership and property addresses.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	Nearby Properties Map: One (1) paper and one (1) electronic version (.pdf) showing the proposed annexation property and all properties within 200' of annexation property.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8	Documentation of Annexation Methodology: state which annexation method is being used, and provide supporting documentation that complies with the State Annexation Law requirements. This includes the signed and dated petitions and/or signed letters of approval of property owners, as applicable.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9	Utility Verification: One (1) copy of each letter from the utility service providers indicating that their services can support the development of the proposed zoning intensity.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10	Schematic Land Use Plan: One (1) paper copy and one (1) electronic version (.pdf) of the master plan showing land uses/zoning within the overall development, buffers, open space, setbacks, and density.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11	Written Narrative: a description of how the proposal relates to the comprehensive plan and the adopted goals and policies. It should also include the following information:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(a)	General description of the proposed development and how it relates to the City's Comprehensive Plan and annexation policy	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b)	How the development will minimize and mitigate impacts on the natural environment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c)	Provide proposed density and the projected population/employment figures at build-out.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d)	How the development will tie into the City's street network and multi-use path system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e)	An analysis of how the proposed annexation will affect the City's tax base, public education system, police and fire protection services, emergency medical services, transportation system, utilities, and recreational services.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12	Compliance Statement: A signed statement indicating that the applicant is familiar with the City's Zoning Ordinance and Land Development Ordinance, and the applicant's plan for bringing the property into compliance with all the City's adopted ordinances.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13	Campaign Disclosure: signed disclosure statements from the Applicant.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14	Supporting Documentation: Please provide any further information you wish to be considered in the Annexation and rezoning application.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

By signing the application, the Applicant is certifying that the information is current and correct to the best of their knowledge, and that they are granted permission by the property owners to submit this annexation and rezoning application. Signee grants City Staff and representatives access to the properties in order to gather information to review the application. I understand that all materials and fees submitted as a part of the application will become public property and will not be returned once the application is accepted.

Applicant Signature:

Scott Bruch
Wendy Taylor

Date: 8-9-18

Annexation Application
Revised 5/29/2018

www.peachtree-city.org

STEP TWO ANNEXATION APPLICATION

153 Willowbend Rd, Peachtree City, GA 30269
770-487-5731
WWW.PEACHTREE-CITY.ORG



ANNEXATION METHOD	<p><input checked="" type="checkbox"/> 100% Methodology</p> <ul style="list-style-type: none"> Application requires signatures or signed letters of approval of all current property owners. 		<p><input type="checkbox"/> 60% Methodology</p> <ul style="list-style-type: none"> Required signatures or signed letters of approval by property owners of at least 60% of the total annexation acreage. Requires signed petition by 60% of registered voters in the annexation area. Signatures must include the address and be dated within one (1) year of the Step Two application submittal. 		
	<p>Parcel ID#: _____ Address: _____</p>		<p>Signature: _____ Indicate signee's role at the address: _____ Date: _____</p>		
ANNEXATION PARCELS	0719061	SWANER RD, PTC		Owner <input checked="" type="checkbox"/>	Voter <input type="checkbox"/>
	0719003A	GA HWY 54, PTC		Owner <input checked="" type="checkbox"/>	Voter <input type="checkbox"/>
				Owner <input type="checkbox"/>	Voter <input type="checkbox"/>
				Owner <input type="checkbox"/>	Voter <input type="checkbox"/>
				Owner <input type="checkbox"/>	Voter <input type="checkbox"/>
				Owner <input type="checkbox"/>	Voter <input type="checkbox"/>
				Owner <input type="checkbox"/>	Voter <input type="checkbox"/>
				Owner <input type="checkbox"/>	Voter <input type="checkbox"/>
<p><i>You may attach a separate list of parcels / signatures, or individual signed and dated letters Signatures from Step One may be used if dated within one (1) year of the Step Two application submittal. The list of properties cannot be altered once the application is submitted.</i></p>					
APPLICANT OR PRIMARY POINT OF CONTACT	Name <u>JERRY PETERSON</u>		ATTORNEY	Name _____	
	Address <u>616 WINGSPRING, PTC. 30269</u>			Address _____	
	Phone # <u>770 487-9124</u>			Phone # _____	
	Email <u>jpetersonplan@aol.com</u>			Email _____	
UTILITIES	Existing		Proposed		
	Water	SURROUNDING STREETS	SERVE ALL		
	Sewer	SOUTH PARCEL	"		
	Fire/ EMS	1.7 MI. WEST	PTC		
	Police		PTC		
Electricity	SURROUNDING BMC	BMC			
PROPOSED DEVELOPMENT	Zoning Category Request: <u>LUC</u>				
	<p>Brief Description: MIXED USE INCLUDING:</p> <ul style="list-style-type: none"> → S.F. RESIDENTIAL 35% → OFFICE 13% → COMMERCIAL 15% - OPEN SPACE/STREET 37% 				



DISCLOSURE OF CAMPAIGN CONTRIBUTIONS & GIFTS

The undersigned below, making application for rezoning action, has complied with the Official Code of Georgia Section 36-67A-1, et. seq. *Conflict of Interest in Zoning Actions*, and has submitted or attached the required information on this form as provided.

All individuals, business entities¹, or other organizations² having a property interest, financial interest, or other interests³ in property subject of this application are as follows (attach additional if necessary):

Bradshaw Family, LLLP

R. Scott Bradshaw, managing partner & CEO

Have you as applicant or anyone associated with this application or property, within the last two (2) years immediately preceding this application, made campaign contributions aggregating \$250 or more to a member of the Peachtree City Planning Commission or the Peachtree City Mayor and City Council? Please circle your response:

YES

NO

IF YES: Please complete the following section (attach additional sheets if necessary).

Name and Official Position of Government Official	Contribution Description and Dollar Amount	Date of Contribution

I do hereby certify the information provided herein is both complete and accurate to the best of my knowledge.

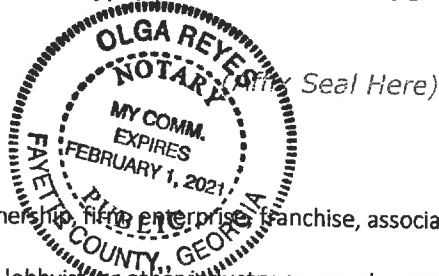
R. Scott Bradshaw
Signature of Applicant

R. Scott Bradshaw, managing partner & CEO
Type/Print Name and Title

Signature of Applicant's Representative

Type/Print Name and Title

Olga Reyes
Signature of Notary Public



¹ Business entity may be a corporation, partnership, limited partnership, franchise, association, trade organization, or trust.

² Other organization means non-profit organization, labor union, lobbyist, industry or casual representative, church, foundation, committee, club, charitable organization, or educational organization.

³ Property interest means the direct ownership of real property and includes any percentage of ownership. Financial interest means direct ownership of 10% or more of the total assets or capital stock of a business entity.

INTRODUCTION

This is a request to annex 28.3 acres of land on the eastern border of Peachtree City and zone it as a mixed use development consisting of single family residential along with small scale office and retail in keeping with the City goal for annexation. The office and retail would share a loop street with entry from the existing median cut on Highway 54, while the residential which in on the north and west sides of the property is entered from Sumner Road on the west.

The property is bordered by Highway 54 on one side, Sumner Road on two sides, and undeveloped wooded property on the fourth side. There is existing small scale retail and office across Highway 54, and on both sides of the Highway to the south. Residential neighborhoods are across Sumner Road to the north and west. There is also small scale retail/office north at the corner of Sumner Road and Highway 54. Sumner Road is the existing City limits.

The site topography is high along the eastern edge with drainage towards Sumner Road on the west where the storm water controls will be located.

The requested zoning is Limited Use Commercial (LUC) with the land uses as the Concept Plan with single family residential, office and commercial described herein.



BRADSHAW ANNEXATION & ZONING

Aerial Photo

HIGHWAY 54
28.3 ACRES
PROPOSED ANNEXATION AND ZONING

CONTACT INFORMATION:

Owner:

Bradshaw Family LLLP
251 Smokerise Trace
Peachtree City
Georgia 30269
770 486-1358

Agent:

Jerry Peterson
Peterson Planning
616 Wingspread
Peachtree City
Georgia 30269
770 487-9124

PROJECT INFORMATION:

Acreage:

Lakes: 0 Acres (There are no lakes on property)
Floodplain: 0 Acres (According to FEMA maps)
Wetland: 0 Acres (According to National Wetlands database)
Stream Buffer: 0 Acres (There are no streams on the property)
Net Developable: 28.3 Acres

Current zoning:

Agricultural/Residential, AR Fayette County

Current land Use:

Low Density Residential, Fayette County Land Use

Location of Property:

This 28.3 acres is located on the eastern edge of Peachtree City bounded by 750' of frontage on Ga. Hwy 54, Sumner Road on the west and north, and an undeveloped tract to the east. Adjoining the parcel to the south is the existing Flat Creek Vet and Heritage Senior Housing. The parcel is contiguous to the existing City Limits along the 1,163.43' length of Sumner Road. This is an undeveloped tract of land with natural storm drainage back to the west. The land directly across Highway 54 is an office park, while the land to the south along both sides of Highway 54 is currently commercial. There are existing residential neighborhoods across Sumner Road to the north and west.

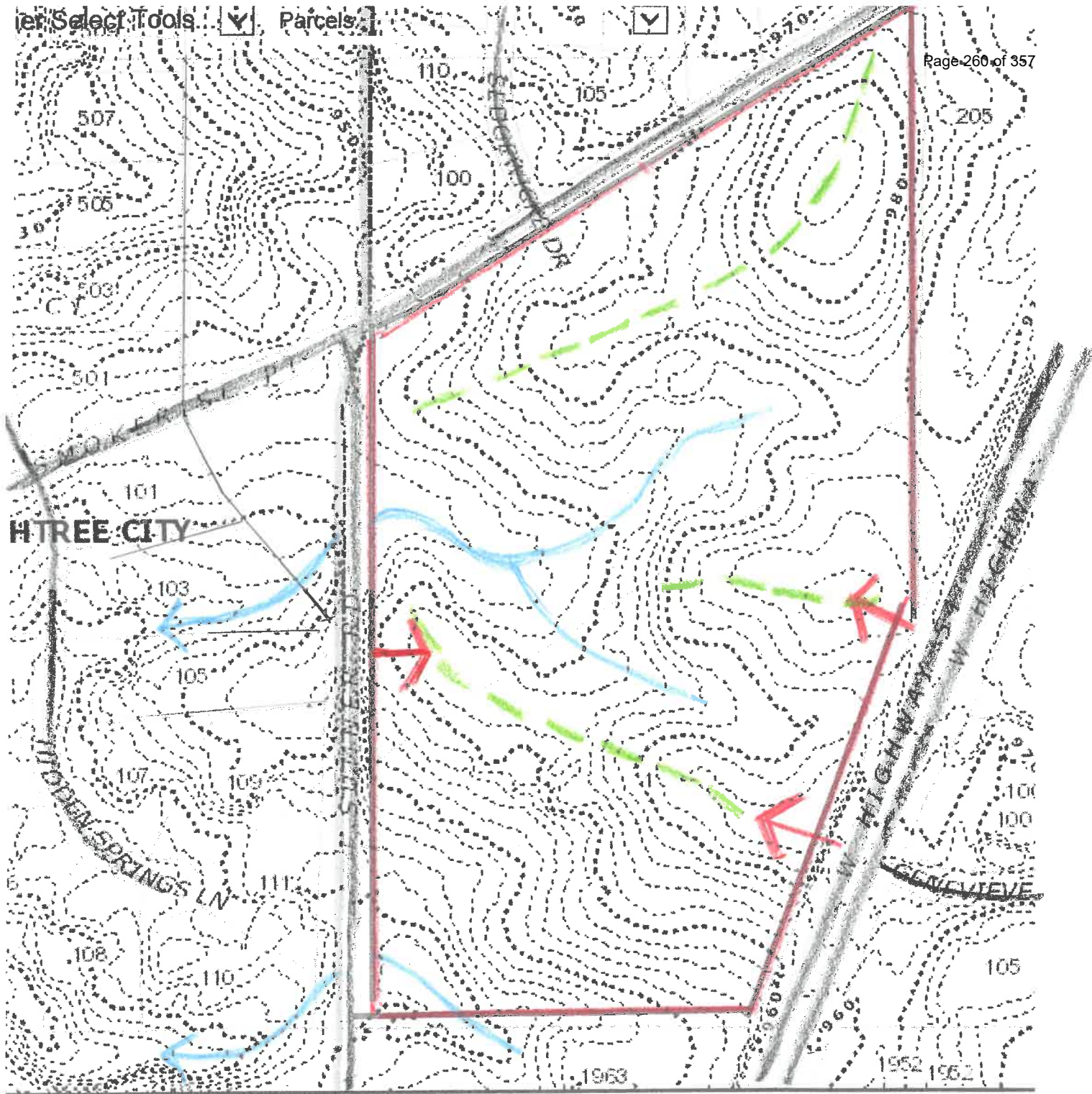
Reasons to annex and zone 28.3 acres into Peachtree City

This is a request for annexation and zoning of 28.3 acres located on the eastern edge of Peachtree City bounded by 750' of frontage on Ga. Hwy 54, Sumner Road on the west and north, and a wooded tract to the east. Adjoining the parcel to the south is the existing Flat Creek Vet and Heritage Senior Housing. The parcel is contiguous to the existing City Limits along the 1,163.43' length of Sumner Road. This is an undeveloped tract of land with natural storm drainage back to the west. The land directly across Highway 54 is an office park, while the land to the south along both sides of Highway 54 is currently commercial.

The proposed land plan illustrates Residential 10.5 ac. (37%), Open Space 3.6 ac. (13%), Office 8.0 ac. (28%), Commercial 5.2 ac. (18%), and the street 1.0 ac. (4%).





The following are the main reasons the City should annex this property at this time.

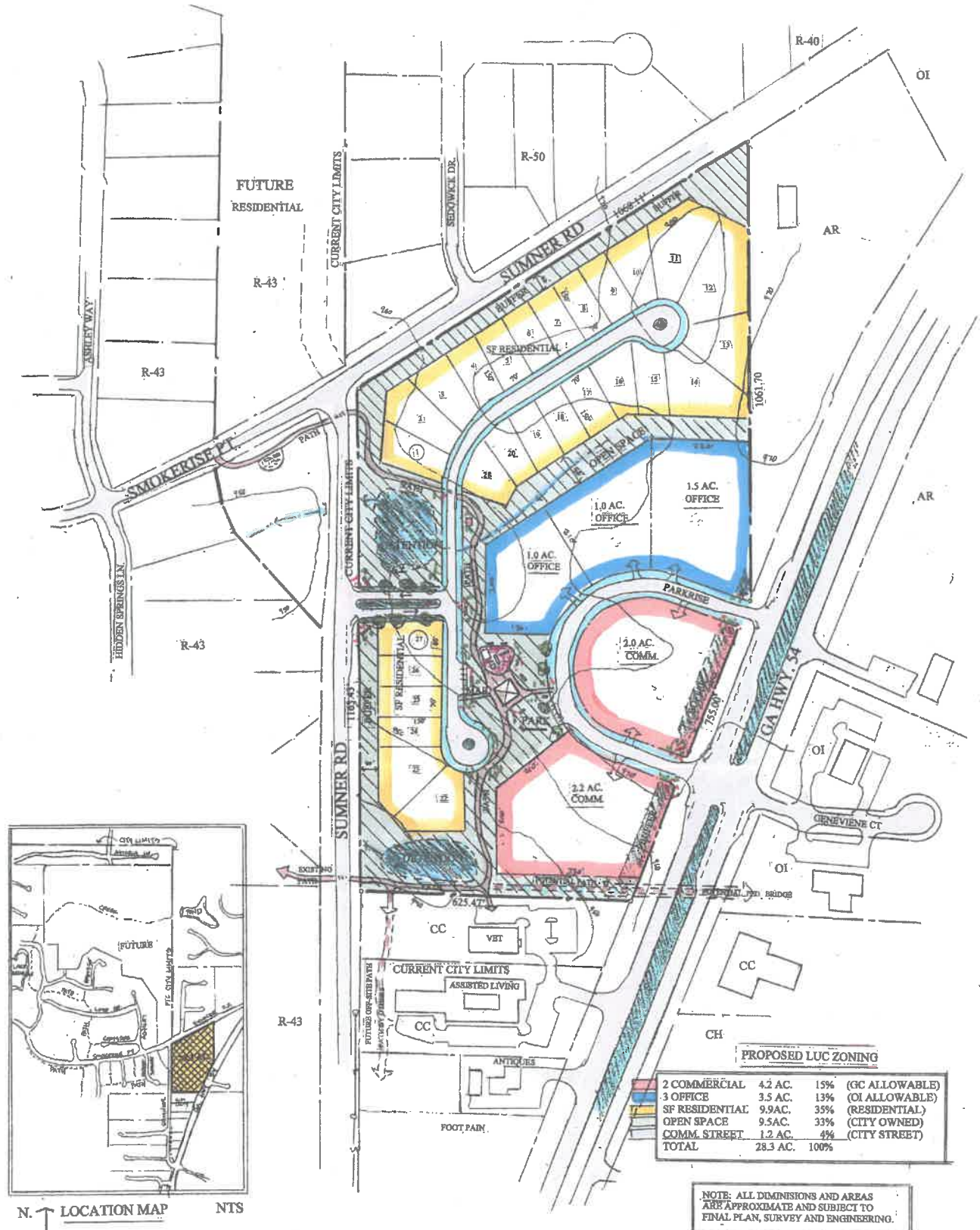
- 1) There are a considerable number of existing residents in the Smokerise neighborhoods that are ready to move out of their large homes on large one to two acre lots and simplify their lives, but want very much to stay in the neighborhood. This is the last vacant parcel in the area that could be developed much like other desirable neighborhoods in the City such as Saranac, North Cove, Honeysuckle, Blueberry Hill, Cottage Grove and others with smaller lots but high quality design and materials.
- 2) The plan for this tract can complete the connections for pedestrian/cart paths on the east side of the City connecting the Smokerise neighborhoods to this new development as well as other existing commercial uses along Highway 54 and to the Lexington Park activities and the High School.
- 3) There is an existing median cut on Highway 54 in front of the center of this property, and DOT permit for access points.
- 4) Without annexation the property will develop in the County. This would mean more septic tanks with the natural drainage back to the west and existing City neighborhoods. There have already been problems with individual treatment systems along this area, which the City has been helpful in solving.
- 5) With annexation the City will be able to manage the design and development of this parcel at the east entry to the City, and protect the drainage downstream into Peachtree City. The City can also be assured with this plan that there will not be a large big box or shopping center built on the property that would compete with existing centers in the area. But small retail only on the frontage of Highway 54 where housing would not be the best use.
- 6) The City would be assured of appropriate buffers relating to existing Sumner Road to west and north as well as buffers between proposed uses within the 28.3 acres.
- 7) The City will receive additional new tax base as the parcel is developed.
- 8) There are existing commercial and office uses across the Highway and both sides of the Highway to the south.



BRADSHAW ANNEXATION & ZONING

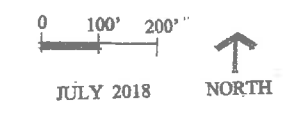
Site Topography

- DRAINAGE 
- RIDGE 
- ACCESS 
- BOUNDARY 



PROPOSED LUC ZONING			
2 COMMERCIAL	4.2 AC.	15%	(GC ALLOWABLE)
3 OFFICE	3.5 AC.	13%	(OI ALLOWABLE)
SF RESIDENTIAL	9.9 AC.	35%	(RESIDENTIAL)
OPEN SPACE	9.5 AC.	33%	(CITY OWNED)
COMM. STREET	1.2 AC.	4%	(CITY STREET)
TOTAL	28.3 AC.	100%	

NOTE: ALL DIMENSIONS AND AREAS ARE APPROXIMATE AND SUBJECT TO FINAL PLAN, SURVEY AND ENGINEERING.



RESIDENTIAL	COMM. & OFFICE:
MIN. LOT WIDTH: 65'	MIN. SETBACKS:
MIN. LOT DEPTH: 9,000 SF	FRONT 30' BLDG/15' PKG
MIN. SETBACKS:	SIDE 10' BLDG
FRONT 20'	REAR 30' BLDG
SIDE 10'	
REAR 30'	

SMOKERISE CORNERS
(RESIDENTIAL)
PARKRISE CORNERS
(COMMERCIAL & OFFICE)

CONCEPT PLAN 28.3 ACRES
LL. 70 DISTRICT 7

OWNER:
BRADSHAW FAMILY LLLP
251 SMOKERISE TRACE
PEACHTREE CITY, GA 30269



ELIGIBLE FOR ANNEXATION

The 28.3 acres is contiguous with existing Peachtree City limits for 1,163.4' along Sumner Road. Even without other properties in the area this would qualify for annexation. This application is using the 100% methodology with one owner for the 28.3 acres.

APPLICANT IS FAMILIAR WITH CITY CODES AND ORDINANCES

Mr. Scott Bradshaw the owner and Mr. Jerry Peterson the agent are both familiar with Peachtree City codes and ordinances, and especially those pertaining to zoning, land development and site development issues.

PUBLIC SERVICES AVAILABLE TO THE PROPERTY

Sewer and paths have been recently built to the neighboring properties and can be linked to this property.

Water is available from Fayette County Water System and is in the immediate area.

Electric power provided by Coweta/Fayette EMC

Gas provided by Atlanta Gas

Telephone by AT&T and other choices

Cable television by Comcast and others

Sanitation by Waste Management and others

Fire and EMS by Peachtree City with annexation

Police by Peachtree City with annexation

ACREAGE, DENSITY AND POPULATION

The site is a gross total of 28.3 acres. The following is proposed land uses for the site.

Single family LUR Residential	9.9 acres	35%	27 lots (typ. 70'x150')
Open Space/Buffers	9.5 acres	33%	
Office	3.5 acres	13%	1 to 3 sites
Commercial	4.2 acres	15%	2 sites
Street	1.2 acres	4%	comm. & off. loop
TOTALS	28.3 acres	100%	

27 Residential lots are proposed to have a population of about 80 adults and children.

PROPERTY WILL TIE INTO THOROUGHFARE AND PATH SYSTEM

The Concept Plan illustrates the commercial and office sites access from a loop street at the existing median cut and a right in- right in from Highway 54. This will match the existing cul du sac on the other side of the highway. The residential neighborhood will access from Sumner Road on the west.

The existing paths connect from the end of Hidden Springs to Sumner Road, and along Highway 54 to its intersection with Sumner Road. There is an existing plan to extend the Highway 54 path to serve the newly annexed property just south of this 28.3 acres. These paths can be extended to connect the uses on the proposed property to the rest of Peachtree City. There is also open space along the southern border of the property to allow for the potential of a future path and pedestrian bridge over Highway 54.

THE PROPERTY WILL COMPLEMENT THE LAND USE PLAN

With annexation the City will have influence on how the property at its eastern entry is developed. The highway frontage is limited to two commercial sites totaling about 4.2 acres with small scale retail buildings. This scale will relate to the existing buildings along the highway rather than the potential of a large box type or strip of commercial. The setbacks along the highway, landscaping, signage and design will indicate the eastern entry to the City. The existing topography of the site will be respected with drainage in the open spaces leading to on-site neighborhood storm water control. The open space will also provide a buffer separation between the residential and office sites. The office sites provide a transition buffer from the commercial frontage on the highway to the residential neighborhood.

The single family residential lots are along both the north and west sides of the property providing a transition to the existing residential across the streets in both directions. The residential neighborhood is intended to capture requests for a high quality home with common amenities and home features, yet on smaller more manageable lots. The sense of place and identity is very important. This is the only site in the area of Smokerise that this can be built.

A mix of land uses within walking distance to reduce the dependence on the auto is a good direction the City has been taking in other areas, and will continue on a small scale here. There is a proposed small park in the center of the property which will be used by both the residential and the office commercial users.

CONSISTENT WITH CITY ANNEXATION POLICY

In 2014 the City Council identified 4 areas they were interested and felt had potential for annexation into the City. This 28.3 acres is a part on the identified area on the east side of the City, and can be the beginnings of that larger area. The property is contiguous to existing City limits with 1,163.4' of frontage along Sumner Road thus allowing for annexation.

CITY GOALS FOR ANNEXATION

	CITY GOAL	PROPOSED PLAN
Goal	Mixed Use with residential, comm. & office	Mixed Use with residential, comm. & office
Open Space	25%	33%
Residential	70%	35%
Comm. & Office	30%	28%

PROPOSED REQUIRMENTS

Residential		Comm. & Office	
Min. lot width	65'		
Min. lot size	9,000 sf		
Min. Setback		Min. Setbacks	
Front	20'	Front	30' Bldg./15' Pkg.
Side	10'	Side	10' Bldg.
Rear	30'	Rear	30' Bldg.

HOW THE ANNEXATION WILL AFFECT THE CITYTax base:

Current County property tax is \$4,289

Fair Market value when completed

Single family homes	27 x \$450,000	\$12,150,000
Retail	30,000 sq ft. x \$146	\$4,380,000
Office	30,000 sq ft. x \$160	\$4,800,000
Total Fair Market Value		\$21,330,000 x 40% assessed = \$8,532,000

Peachtree City:	\$8,532,000 x 6.408 mills	\$54,673
Fayette County Schools:	21.450 mills	\$183,011
Fayette County:	5.812 mills	\$49,588
Total:		\$287,272 (compared to existing \$4,289)

Peachtree City Impact fees:

Residential	27 lots x \$4,233.78 =	\$114,312
Commercial	30,000 sf. x .59 =	\$17,000 +/-
Office	30,000 sf x .98 =	\$30,000 +/-
Total PTC impact fees		\$161,312 +/-

"Comparison" to R-43, 1 acre lots:

18 one acre lots x \$730,000 = \$13,140,000 x 40% assessed = \$5,256,000

PTC comparison tax: \$5,256,000 x 6.408 mills = \$33,680

PTC Impact fees: 18 lots x \$4,233.78 = \$76,208

Public Education:

27 Homes will provide about 14 high school/middle school students and 14 elementary school students for a total of 28 students. The taxes collected by the school system reflect an estimated \$6,536 per student.

Police and Fire Protection:

The proposed annexation will require basic police protection for residential, office and retail. Response time should be about the same as that to surrounding areas already in the City. The site is about 1.7 miles east of Neely Fire/EMS Station 82, about 3.5 miles from Leach Station 81 on Highway 74, and about 4 miles from Weber Station 83 on South Peachtree Parkway. Response times should be similar to other properties in the area.

Emergency Medical Services:

The property is 1.7 miles east from Neely EMS station 82, and 3.5 miles west from Piedmont Fayette Hospital for the event more medical services are required.

Transportation Facilities:

The current traffic count on Highway 54 is about 36,000 vehicles. The retail and office portion of the site will have direct access to the existing median cut on the highway which already serves the small office area directly across the highway. Right turn lanes and acceleration lanes will be provided as required by Georgia DOT.

The 27 residential homes will have a single access from Sumner Road on the west side of the property. 27 homes will produce about 140 week day trips with 11 trips at AM peak and 14 trips at the PM peak hour.

The Concept Plan illustrates internal cart paths connecting the proposed uses, along with the ability to link to the existing business along Highway 54 and connect to other existing paths along Sumner Road. The cart paths are currently planned to be extended by others north along Sumner Road to the Foot Pain building. There is also an open space parcel along the south boarder of the property to allow for the potential of a future path and pedestrian bridge to cross Highway 54.

With the retail and office elements having access from Highway 54 Sumner Road remains a residential street as will the extension to the northeast residential area of Peachtree City.

Utilities:

All utilities are in areas surrounding the site and are available. Sewer service has been extended to the new Foot Pain building and Heritage Senior Living both just to the south of this site including a pump already sized to include this 28.3 acre property.

Environmental Protection

The Concept Plan respects the existing topography with the streets on ridge lines and natural drainage in greenbelts along the low areas. There are two low areas at the western edge of the site where storm water quality and detention will be constructed to protect the downstream areas. These detention areas will be landscaped as City requirements to stabilize the ground and will provide "master detention" so that some individual buildings will not require their own detention areas.

Recreation Program:

The commercial and office areas will have no impact on the recreation programs other than provide an increase in the tax base which can provide additional financial support for recreation programs.

The 27 residential homes will have a minor impact on City programs. The Concept Plan illustrates a small park which could contain play area for children as well as a community space for adults to gather for neighborhood events. The park area is also intended to serve the office and commercial business.

Implementation of Development plan:

The plan will most likely be developed in phases with the frontage commercial and office built first and the residential later. The residential may also be developed in two phases. The water quality features and most of the paths will be built along with the first phases. Annexation gives the City input to the appearance of the buildings.

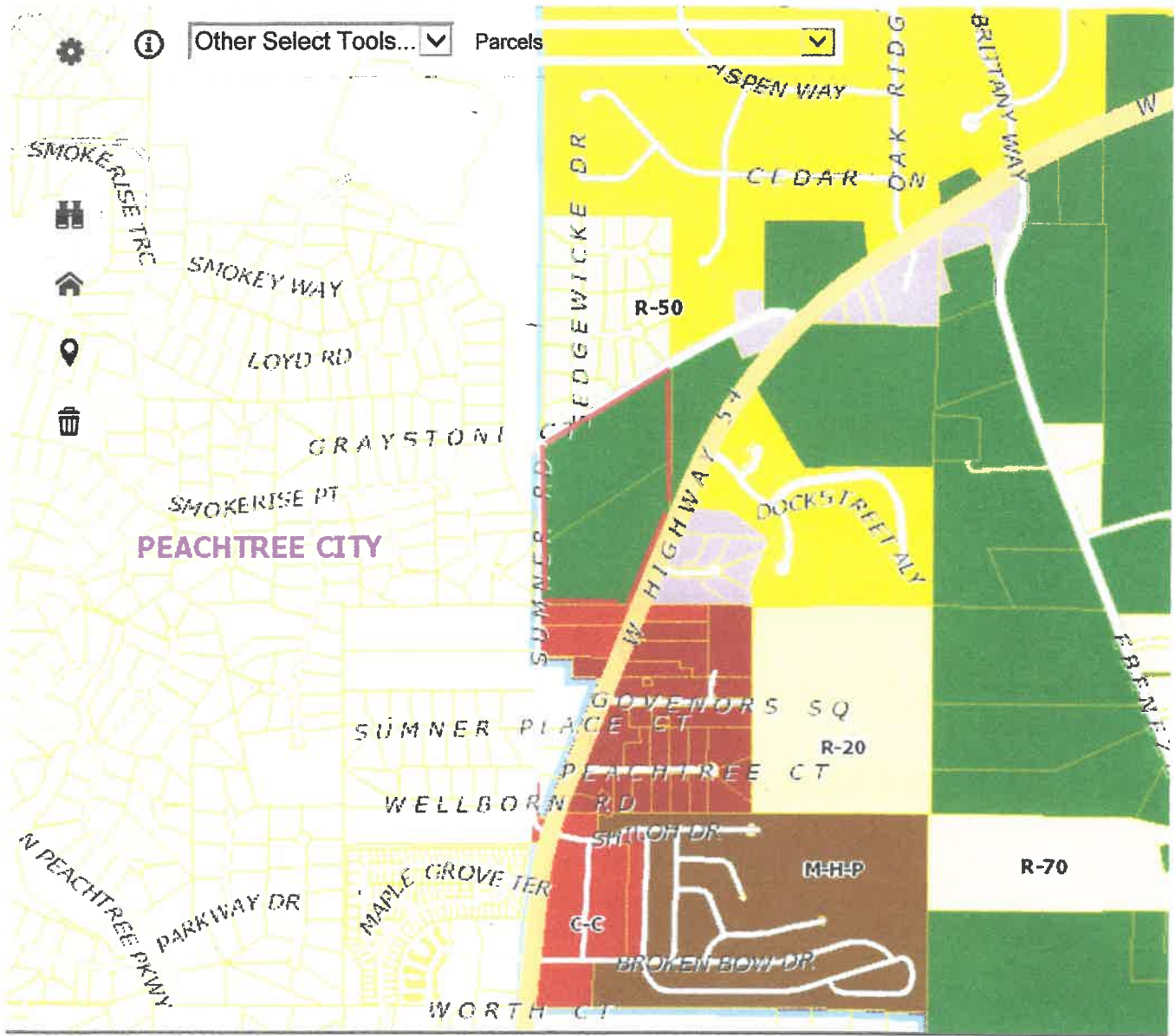
NATURAL RESOURCES

The east side of the property including Highway 54 are the high topography and the surface drainage flows to the west towards Sumner Road by two small drainage areas. These drainage areas are proposed to be preserved in open space. Before this drainage leaves the property on the west there will be detention and water quality elements. We anticipate these parks and buffers being donated to the City as greenbelt.



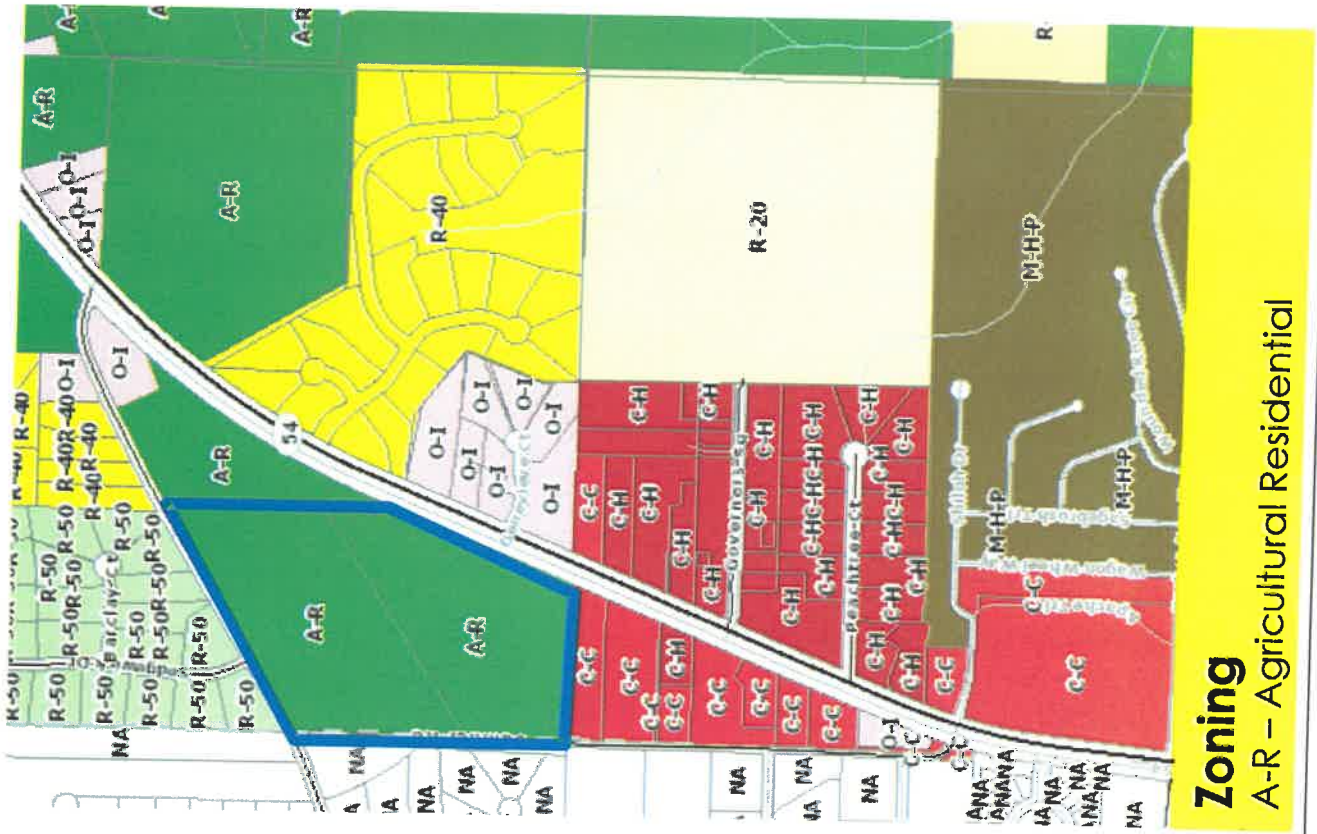
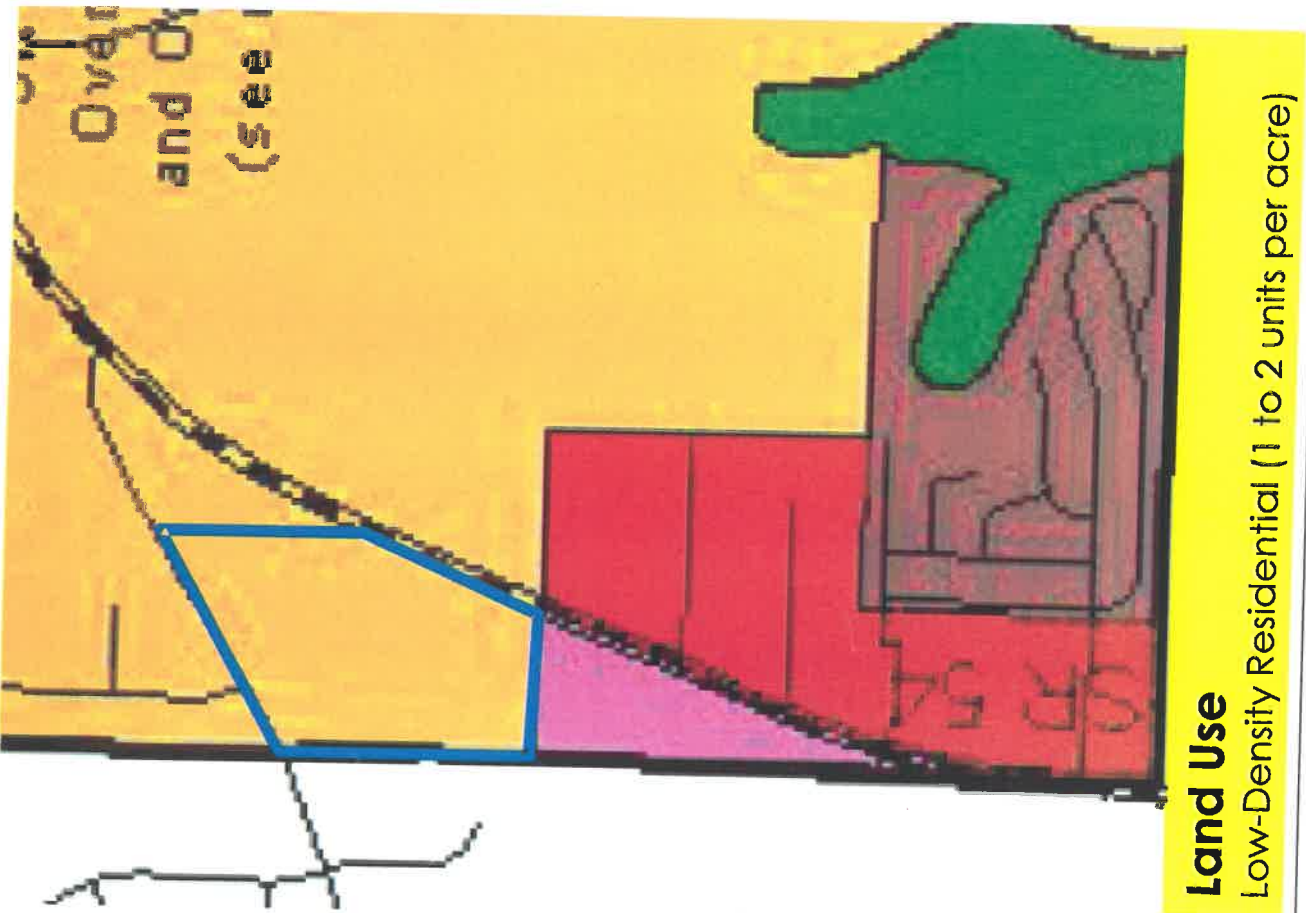
BRADSHAW ANNEXATION & ZONING

Peachtree City Zoning

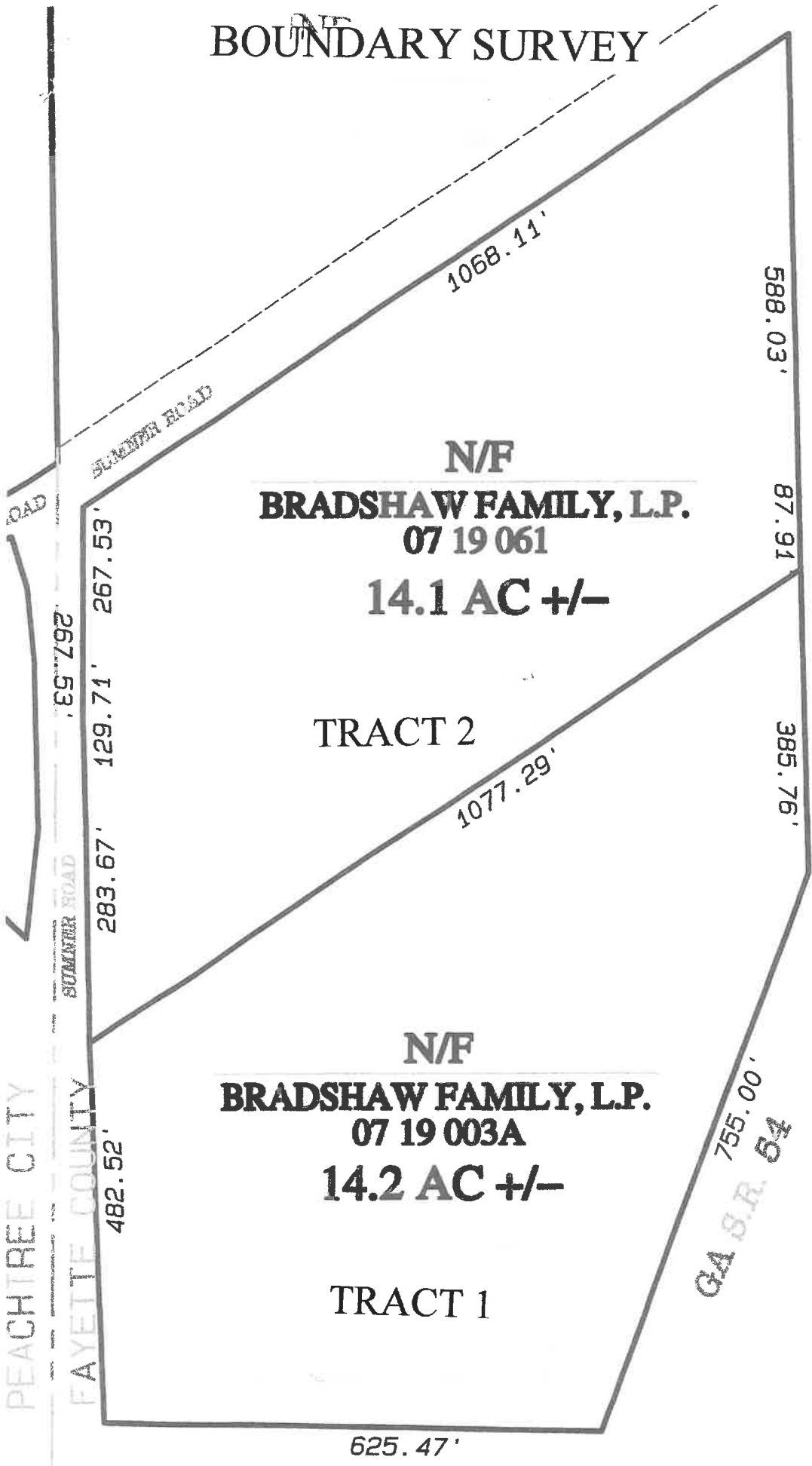


BRADSHAW ANNEXATION & ZONING

Adjacent Zoning



BOUNDARY SURVEY



N/F
BRADSHAW FAMILY, L.P.
07 19 061
14.1 AC +/-

TRACT 2

N/F
BRADSHAW FAMILY, L.P.
07 19 003A
14.2 AC +/-

TRACT 1

PEACHTREE CITY
FAYETTE COUNTY

LEGAL DESCRIPTION

Tract 1

BOOK 1315 PAGE 574

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 70 of the 7th Land District of Fayette County, Georgia and being more particularly described as follows:

Beginning at an iron pin found on the Land Lot corner common to Land Lots 91, 70, 69 and 92, said pin being on the eastern right of way of Sumner Road and being the TRUE POINT OF BEGINNING.

Thence along said right of way of Sumner Road North 01 degrees 50 minutes 58 seconds West a distance of 458.97 feet to an iron pin found;

Thence leaving said right of way North 56 degrees 13 minutes 49 seconds East a distance of 1117.70 feet to an iron pin found;

Thence South 01 degrees 42 minutes 27 seconds East a distance of 385.76 feet to an iron pin found on the western variable right of way of Ga. Hwy. 54;

Thence along said right of way South 20 degrees 09 minutes 28 seconds West a distance of 755.00 feet to an iron pin found;

Thence leaving said right of way North 88 degrees 45 minutes 51 seconds West a distance of 665.88 feet to an iron pin found, said pin being the TRUE POINT OF BEGINNING.

Together with and subject to covenants, restrictions and easements of record.

Said property contains 14.65 acres, more or less.

A.L.B., 10/27/98

LEGAL DESCRIPTION

Tract 2

BOOK 1315 PAGE 576

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 70, 7th District, Fayette County, Georgia and being more particularly described as follows:

Beginning at the intersection of the common corners of Land Lots 69, 70, 91 and 92; thence proceeding Southeasterly along the Southerly line of Land Lot 70, 20.02 feet to an iron pin set on the Easterly side of a 40 foot prescriptive easement for Sumner Road; thence proceed Northerly along Easterly side of said easement a distance of 458.97 feet to the TRUE POINT OF BEGINNING.

Thence North 01 degrees 51 minutes 03 seconds West for a distance of 56.55 feet to a point.

Thence North 01 degrees 18 minutes 06 seconds West for a distance of 123.44 feet to a point.

Thence North 03 degrees 06 minutes 16 seconds West for a distance of 88.79 feet to a point.

Thence North 03 degrees 11 minutes 10 seconds West for a distance of 364.59 feet to a point.

Thence North 00 degrees 01 minutes 00 seconds East for a distance of 24.30 feet to a point.

Thence along a curve to the right having a radius of 100.00 feet and an arc length of 44.86 feet, being subtended by a chord of North 27 degrees 41 minutes 22 seconds East for a distance of 44.48 feet to a point; thence along a curve to the right having a radius of 973.08 feet and an arc length of 13.35 feet, being subtended by a chord of North 56 degrees, 37 minutes, 24 seconds East for a distance of 13.35 feet to a point on the Southerly right of way of Sumner Road.

Thence North 56 degrees 13 minutes 49 seconds East for a distance of 1091.74 feet to a point on the Southerly right of way of Sumner Road.

Thence South 01 degrees 36 minutes 07 seconds East for a distance of 601.78 feet to an iron pin found.

Thence South 01 degrees 43 minutes 27 seconds East for a distance of 87.91 feet to an iron pin set.

Thence South 56 degrees 13 minutes 49 seconds West for a distance of 1117.70 feet to a point, said point being the TRUE POINT OF BEGINNING.

Together with and subject to covenants, easements and restrictions of record.

Said property contains 15.04 acres more or less, being more particularly described on a plat of survey prepared by Southeastern Engineers dated December 28, 1994.

RIB
10-28-98

FILED & RECORDED
FAYETTE COUNTY, GA.

'98 NOV 6 PM 12 40 BOOK 1315 PAGE 572

W.A. BALLARD, CLERK

FAYETTE COUNTY, GEORGIA
STATE ESTATE TRANSFER TAX 1.00
DATE 11-6-98
W.A. Ballard
CLERK OF SUPERIOR COURT

STATE OF GEORGIA

COUNTY OF Irwin

Please return to:
E. Dale Dewberry
P.O. Box 1445
Alpharetta, GA 30009-1445

WARRANTY DEED

THIS INDENTURE is made as of October 27, 1998 between ARDATH LOYD BRADSHAW (hereinafter referred to as "Grantor") and BRADSHAW FAMILY, L.P., a Georgia Limited Partnership, 152 Lakewood Drive, Ocilla, GA 31774 (hereinafter referred to as "Grantee") ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH

GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee all that tract or parcel of land lying and being in Land Lots 90 and 70, 7th District, Fayette County, Georgia (hereinafter referred to as the "Land") as more particularly described in the attached Exhibit "A" & Exhibit "B", which Exhibits are incorporated herein.

TO HAVE AND TO HOLD the Land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE.

AND GRANTOR WILL WARRANT and forever defend the right and title to the Land unto Grantee against the claims of all persons whomsoever, except for claims arising under or by virtue of the above exceptions.

EXECUTED under seal as of the date above.

Signed, sealed and delivered
in the presence of:

Shirley Y. Dull
Unofficial Witness

Wanda Thomas
Notary Public
Commission Expiration Date: 5/4/02

GRANTOR:

Ardath Loyd Bradshaw (SEAL)
ARDATH LOYD BRADSHAW

Exhibit "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 90 of the 7th Land District , City of Peachtree City, Fayette County, Georgia and being more particularly described as follows:

Beginning at a ½ inch rebar found at the Land Lot corner common the Land Lots 90, 71, 70 and 91, aforesaid District and County; said rebar being the TRUE POINT OF BEGINNING.

Thence South 89 degrees 37 minutes 05 seconds West a distance of 1029.69 feet to an iron pin found at the centerline of a ditch;

Thence following along said centerline of ditch in a northwesterly direction a distance of 1661 +/- feet to a ½ inch rebar found;

Thence leaving said ditch North 06 degrees 06 minutes 15 seconds East a distance of 278.07 feet to a ½ inch rebar found;

Thence South 89 degrees 34 minutes 35 seconds West a distance of 1002.44 feet to a point;

Thence North 01 degrees 01 minutes 42 seconds West a distance of 1559.99 feet to a ½ inch rebar found;

Thence North 88 degrees 35 minutes 54 seconds East a distance of 6.54 feet to a 5/8 inch rebar found;

Thence North 88 degrees 34 minutes 14 seconds East a distance of 2993.94 feet to a ½ inch rebar found;

Thence South 02 degrees 32 minutes 48 seconds East a distance of 2330.81 feet to a ½ inch rebar found;

Thence South 01 degrees 05 minutes 43 seconds East a distance of 118.76 feet to a ½ inch rebar found, said rebar being the TRUE POINT OF BEGINNING.

Together with and subject to covenants, restrictions and easements of record.

Said property contains 141.97 acres, more or less.

a. L. B., 10/27/98

BOOK 1315 PAGE 573

FILED & RECORDED
FAYETTE COUNTY, GA.
'98 NOV 6 PM 12 41
W.A. BALLARD, CLERK

FAYETTE COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX
PAID 1.00
DATE 11-6-98
CLERK OF SUPERIOR COURT

STATE OF GEORGIA

COUNTY OF Fayette

Please return to:
E. Dale Dewberry
P.O. Box 1445
Alpharetta, GA 30009-1445

WARRANTY DEED

THIS INDENTURE is made as of October 27, 1998 between R. SCOTT BRADSHAW (hereinafter referred to as "Grantor") and BRADSHAW FAMILY, L.P., a Georgia Limited Partnership, 152 Lakewood Drive, Ocilla, GA 31774 (hereinafter referred to as "Grantee") ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH

GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee all that tract or parcel of land lying and being in Land Lot 70, 7th Land District, Fayette County, Georgia (hereinafter referred to as the "Land") as more particularly described in the attached Exhibit "A", which Exhibit is incorporated herein.

TO HAVE AND TO HOLD the Land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE.

AND GRANTOR WILL WARRANT and forever defend the right and title to the Land unto Grantee against the claims of all persons whomsoever, except for claims arising under or by virtue of the above exceptions.

EXECUTED under seal as of the date above.

Signed, sealed and delivered
in the presence of:

Shirley Y. Oull
Unofficial Witness

GRANTOR:

R. Scott Bradshaw (SEAL)
R. SCOTT BRADSHAW

David J. Hearn
Notary Public
Commission Expiration Date 5/4/02



BOOK 1315 PAGE 575

BOOK 1315 PAGE 576

Exhibit "A"

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Thence North 00 degrees 01 minutes 00 seconds East for a distance of 24.30 feet to a point.

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Thence South 56 degrees 13 minutes 49 seconds West for a distance of 1117.70 feet to a point, said point being the TRUE POINT OF BEGINNING.

Together with and subject to covenants, easements and restrictions of record.

Said property contains 15.04 acres more or less, being more particularly described on a plat of survey prepared by Southeastern Engineers dated December 28, 1994.

RIB
10-28-98

EXHIBIT "B"

BOOK 1315 PAGE 574

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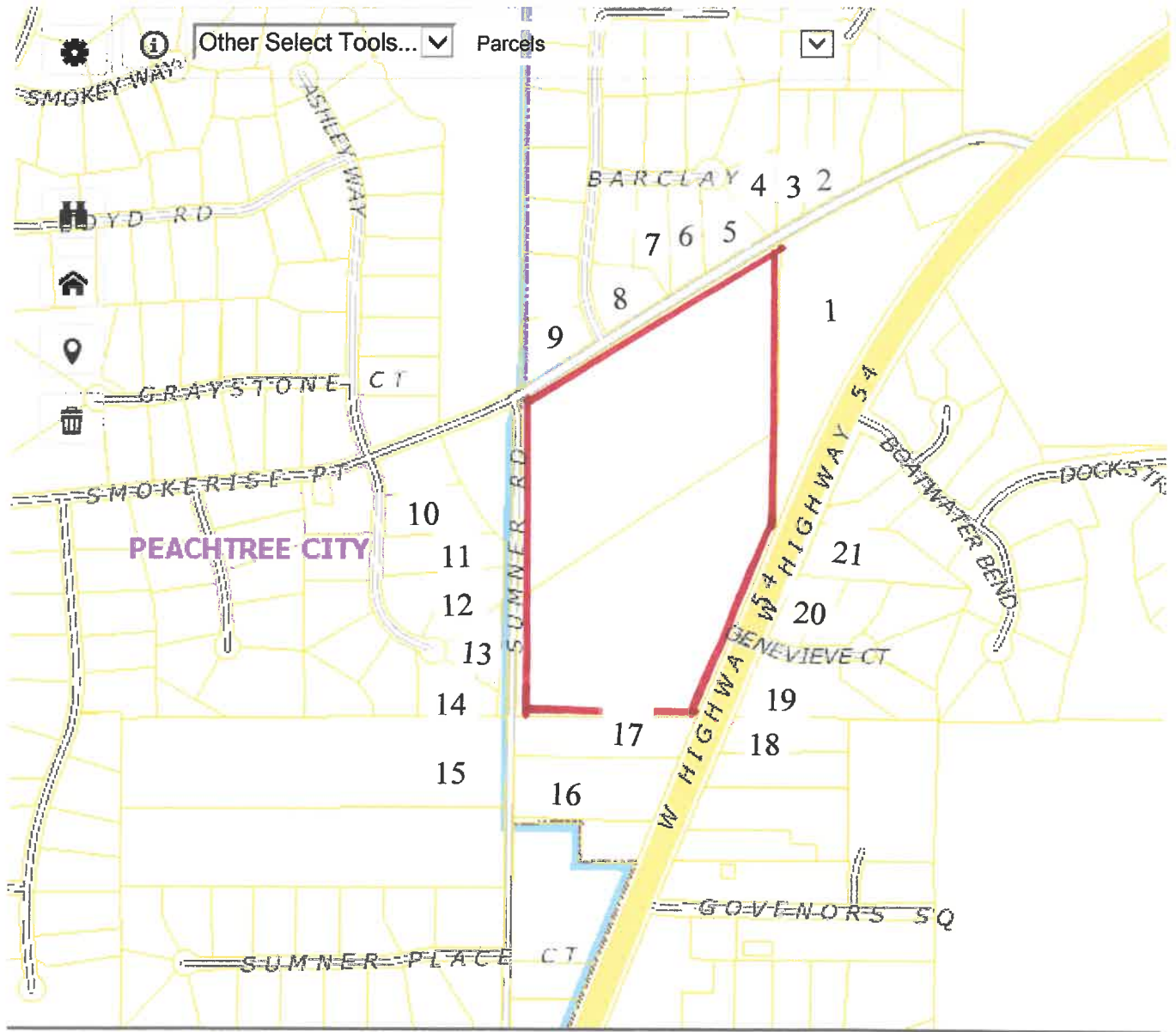
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Together with and subject to covenants, restrictions and easements of record.

Said property contains 14.65 acres, more or less.

R.L.B., 10/27/98



PROPERTY OWNERS WITHIN 200' BRADSHAW ANNEXATION & ZONING

PROPERTY OWNERS WITHIN 200' BRADSHAW ANNEXATION
May 11, 2018

1. Parcel ID 0719021
Mary Frances Black, 380 Gulf of Mexico Dr. #515B, Longboat Key, Florida 34228
2. Parcel ID 0719067
Scott Zimmerman, 145 Sumner Rd. Fayetteville, GA 30214
3. Parcel ID 0719066
James Moody, 315 White Springs Lane, Peachtree City, GA 30269
4. Parcel ID 071909006
Paul Chan, 140 Barclay Court, Peachtree City, GA 30269
5. Parcel ID 071909005
Dave Foster, 135 Barclay Court, Peachtree City, GA 30269
6. Parcel ID 071909004
Susan Lynch, 125 Barclay Court, Peachtree City, GA 30269
7. Parcel ID 071909003
Taylor Matheson, 2118 Wilshire Blvd., #522, Santa Monica, CA 90403
8. Parcel ID 071909001
Thomas Gordan Carter, 105 Sedgewicke Dr. Peachtree City, GA 30269
9. Parcel ID 071909026
Jeffery Weronick, 100 Sedgewicke Dr. Peachtree City, GA 30269
10. Parcel ID 071912002
James Clark, 103 Hidden Springs Lane, Peachtree City, GA 30269
11. Parcel ID 071912003
Jacob Groh, 105 Hidden Springs Lane, Peachtree City, GA 30269
12. Parcel ID 071912005
Ronald R. Cisko, 109 Hidden Springs Lane, Peachtree City, GA 30269
13. Parcel ID 071912006
Gale A. Botwick, 1029 Peachtree Pkwy. #351, Peachtree City, GA 30269
14. Parcel ID 071912007
Ronald W. Eifert, 110 Hidden Springs Lane, Peachtree City, GA 30269

15. Parcel ID 0719002
James John C. Snedeker Family Trust
273 Sumner Road, Peachtree City, GA 30269
16. Parcel ID 0719056
BRE Rook SH Heritage at Peachtree LLC, 345 Park Ave, New York, NY 10154
17. Parcel ID 0719041
Reichman Ransom LLC, 1963 Highway 54 West, Fayetteville, GA 30269
18. Parcel ID 0719031
Autera Properties, LLC 1952 Highway 54 West, Fayetteville, GA 30214
19. Parcel ID 071916001
EIB Holdings LLC, 263 Highway 74 N. Peachtree City, GA 30269
20. Parcel ID 071916002
Family Medical Holdings LLC, 100 Genevieve Court, Fayetteville, GA 30214
21. Parcel ID 0719006
Paula Abrams, 2427 Centennial Hill Way NW, Acworth, GA 30102

APPENDIX

NEIGHBORHOOD BUILDING EXAMPLES LETTERS



THE NEIGHBORHOOD
HIGHWAY 54





THE NEIGHBORHOOD
SUMNER ROAD





THE NEIGHBORHOOD NEIGHBORS





COMMERCIAL

MATERIALS AND COLOR
SUGGESTED EXAMPLES





**MATERIALS AND COLOR, SUGGESTED EXAMPLES
COMMERCIAL**





OFFICE
MATERIALS AND COLOR, SUGGESTED EXAMPLES





RESIDENTIAL EXAMPLES





***Coweta-Fayette
Electric Membership Corporation***

807 Collinsworth Road • Palmetto, Georgia 30268-9442 • Phone 770-502-0226 • www.utility.org

July 16, 2018

Bradshaw Family LLLP
251 Smokerise Trace
Peachtree City Ga. 30269

RE: Smokerise Corners & Parkrise Corners
28.3 Acres LL70 of the 7th District
Fayette County Ga.

Dear Brad,

In response to your recent request concerning the availability and capacity for Coweta Fayette EMC to supply electric service to the above project, please consider the following:

1. Electric service, as provided by Coweta Fayette EMC, is available to the site either at the property line or within the public right-of-way adjacent to the property.
2. We at Coweta Fayette EMC are able to serve the project with adequate and sufficient capacity.
3. This site falls in Coweta Fayette EMC electric service territory.

If you have any questions or concerns please feel free to call.

Sincerely,

Curtis Camp
Supervisor of Staking
770-252-7425



Maddie Gros
New Business Coordinator

10 Peachtree Pl
Atlanta, GA 30309
404 584 3522 Tel
X2halema@southernco.com

7/31/2018

Scott Bradshaw
251 Smokerise Trace
Peachtree City, GA 30269

RE: Project – Smokerise Corners: HWY 54 Peachtree City, GA 30269

Dear Scott Bradshaw,

This is to advise you that natural gas is presently available to serve the above commercial location.

This is to further advise you that natural gas service will be made available to the above referenced project in accordance with the Rules and Regulations governing our operations on file with the Georgia Public Service Commission at the time said service is requested.

Please contact Lori Thomas 678-878-5012, regarding gas installation.

Sincerely,

A handwritten signature in cursive script that reads "Maddie Gros".

Maddie Gros



JERMAINE MEEKINS
Manager OSP Planning & Design
3065 MAIN STREET
3RD FLOOR
East Point, GA 30344

July 17, 2018

R. Scott Bradshaw, President
The Bradshaw Company
251 Smokerise Trace
Peachtree City, GA 30269

RE: AT&T service availability for SMOKERISE CORNERS

This letter is in response to a request for confirmation of service availability by AT&T. The above referenced project/development located in area served by AT&T.

According to our records, the area has existing facilities for fiber networks. On our network facilities we have the capacity to provide Telephone, Television, and HighSpeed Internet service. If the Developer anticipates any structural changes on the property, please contact us so AT&T can plan accordingly. AT&T requires information such as proposed land use, density, site plans, and agreements with respect to service arrangements for the project. Please contact me at the telephone number or email address shown below to arrange for providing any information that you may not have included in this request for service availability.

Thank you for contacting AT&T.

Sincerely,

A handwritten signature in black ink that reads "Jermaine Meekins".

Jermaine Meekins
AT&T Georgia
Manager OSP Planning & Design
Office 404-765-6789
JM0840@ATT.com



July 19, 2018

Scott Bradshaw
The Bradshaw Company
251 Smokerise Trace
Peachtree City, GA 30269

RE: Smokerise Corners Development
Parcel# 0719-061 and 0719-003A, Fayette County

Dear Mr. Bradshaw,

Fayette County Water System has service available to the listed parcel. There is a 10" water main on Sumner Road by Sedgewick Subdivision and a 16" water main on S.R. 54.

If you need further information, please contact me at 770-320-6020.

Sincerely,

A handwritten signature in blue ink that reads "Matt Bergen". The signature is written in a cursive, flowing style.

Matt Bergen
Utility Services Manager
Fayette County Water System



July 30, 2018

R. Scott Bradshaw
The Bradshaw Company
251 Smokerise Trace
Peachtree City, GA 30269

RE: Sanitary Sewer Capacity and Availability – Smokerise & Parkside Corners

Dear Mr. Bradshaw,

Presently there is adequate capacity in the Authority's Wastewater System for the proposed project. This project is dependent on the construction of sanitary sewer lines to the property for service.

If you have any question, please feel free to call.

Sincerely,

Nathan B. Brooks

Nathan B. Brooks, CPII
Construction Coordinator
Peachtree City Water and Sewerage Authority

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of staff's recommendation to award Bid #1522-B Water Tank Repair to the low bidder Southeastern Tank and Tower, Inc. in two phases based on the base bid plus Alternate #1 in the amount of \$807,900.

Background/History/Details:

The recommendation of CH2M is to do this repair work in two phases.

Phase 1 - FY 2019 - Highway 92 tank (\$106,750), Twin tank #2 (\$97,250), Alternative #1 demolition of Twin tank #1 (\$48,000) and appropriate allowances (\$35,000).

Phase 2 - FY 2020 - Crabapple tank (\$375,750), Ellis Road tank (\$110,150) and appropriate allowances (\$35,000).

What action are you seeking from the Board of Commissioners?

Approval to award Bid #1522-B Water Tank Repair to the low bidder Southeastern Tank and Tower, Inc. in two phases based on the base bid plus Alternate #1 amount of \$807,900.

If this item requires funding, please describe:

Funding is available in the FY19 budget for Phase 1 (\$287,000.00) in Tank Maintenance 50544020-522267 and Phase 2 will be budgeted in FY20 (\$520,900).

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, GA 30214
 Phone: 770-305-5420
 www.fayettecountyga.gov

To: Steve Rapson
 From: Ted L. Burgess
 Date: October 25, 2018
 Subject: **Invitation to Bid #1522-B, Water Tank Repair**

The Fiscal Year 2019 budget includes \$300,000 for water tank maintenance. The Water System uses five above-ground water tanks in its distribution operations. They are:

- Crabapple Tank – 459 Crabapple Lane, Peachtree City
- Twin Tank #1 – 285 Clover Reach, Peachtree City
- Twin Tank #2 – 285 Clover Reach, Peachtree City
- Highway 92 Tank – 107 Lees Mill Road, Fayetteville
- Ellis Road Tank – 134 Ellis Road, Fayetteville

The Purchasing Department issued Invitation to Bid #1522-B to secure a contractor for repair and maintenance of the tanks. Work will include pressure washing, abrasive blast and re-coat, prep and paint, and similar tasks. Notice of the opportunity was emailed to 18 companies. Another 59 were contacted through the web-based Georgia Procurement Registry. The offer was also advertised through Fayette News, Greater Georgia Black Chamber of Commerce, Georgia Local Government Access Marketplace, the county website, and Channel 23.

Five companies submitted bids (Attachment 1). The Water System recommends demolishing Twin Tank #1 in Peachtree City, as a better alternative to refurbishing it. They recommend award of the contract to Southeastern Tank & Tower, to be spread over two years. This includes \$287,000 in Fiscal Year 2019 and \$520,900 in Fiscal Year 2020 for a total of \$807,900.

Since Southeastern Tank & Tower has not previously contracted with the count, a Contractor Performance Evaluations is not available. However, their references were all favorable, with comments like “Fantastic work, highly recommend,” and “No complaints, would hire again.” Specifics of the proposed contract are as follows:

Contract Name	1522-B: Water Tank Repair
Contractor	Southeastern Tank & Tower
Contract Amount:	
FY 2019	\$287,000.00
FY 2020	<u>520,900.00</u>
Total	\$807,900.00

Budget (FY 2019):		
Org Code	50544020	Water Distribution
Object	522267	Tank Maintenance
Project	NA	Maintenance & Operations Budget
Available	\$300,000.00	In Fiscal Year 2019

**Invitation to Bid #1522-B
Water Tank Repair**

	Classic Protective Coatings	Tank Rehab.com LLC	Tank Pro Inc.	Utility Service Co. LLC	Southeastern Tank & Tower
PHASE 1 (FY 2019)					
Twin Tank #2	286,200.00	153,500.00	107,011.00	96,800.00	97,250.00
Hwy 92 Tank	340,300.00	279,500.00	188,051.00	153,100.00	106,750.00
Alt 1. Demolish Twin Tank 1	59,700.00	75,000.00	46,000.00	58,800.00	48,000.00
Cash Allowances	35,000.00	35,000.00	35,000.00	35,000.00	35,000.00
Total Phase 1	721,200.00	543,000.00	376,062.00	343,700.00	287,000.00
PHASE 2 (FY 2020)					
Crabapple Tank	736,000.00	661,500.00	471,642.00	454,700.00	375,750.00
Ellis Road Tank	371,400.00	281,500.00	189,423.00	178,200.00	110,150.00
Cash Allowances	35,000.00	35,000.00	35,000.00	35,000.00	35,000.00
Total Phase 2	1,142,400.00	978,000.00	696,065.00	667,900.00	520,900.00
Total Project	1,863,600.00	1,521,000.00	1,072,127.00	1,011,600.00	807,900.00
WORK NOT RECOMMENDED FOR AWARD:					
<i>Twin Tank #1 - Maintenance</i>	<i>272,500.00</i>	<i>165,500.00</i>	<i>115,525.00</i>	<i>105,600.00</i>	<i>130,950.00</i>
<i>Alt 2. Exterior of Crabapple Tank</i>	<i>540,000.00</i>	<i>900,000.00</i>	<i>231,571.00</i>	<i>442,000.00</i>	<i>415,000.00</i>



October 1, 2018

Lee Pope, Director
 Fayette County Water System
 245 McDonough Road
 Fayetteville, Georgia 30214

Subject: Bid #1522-B Water Tank Repair - UPDATED
 Recommendation of Award

Bid Summary

CH2M prepared the bid documents, oversaw the Invitation to Bid, attended the bid opening, and has reviewed the bid packages submitted for BID #1522-B, Water Tank Repair. The project bid documents were posted on Fayette County’s website (procurement page). CH2M and Fayette County Purchasing Department worked collectively on this bid project.

Bids were received on August 21, 2018. Five contractors submitted bids for this project. Each contractor submitted bids that complied with the bid document requirements. An analysis of the base bid prices and alternatives is provided in Table 1:

TABLE 1
Summary of Bids
Bid #1522-B Water Tank Repair

Contractor	Base Bid	Base Bid + Atl #1	Base Bid + Atl #2	Base Bid + Atl #1 + Atl #2
Classic Protective Coatings, Inc.	\$2,076,400	\$1,863,600	\$2,616,400	\$2,403,600
Southeastern Tank & Tower, Inc.	\$890,850	\$807,900	\$1,305,850	\$1,222,900
Tank Pro, Inc.	\$1,141,652	\$1,072,127	\$1,373,223	\$1,303,698
Tank Rehab. Com, LLC	\$1,611,500	\$1,521,000	\$2,511,500	\$2,421,000
Utility Services Co, Inc.	\$1,058,400	\$1,011,600	\$1,500,400	\$1,453,600

A summary of the required documentation is attached as Table 2. The submitted bid schedule with unit prices and alternatives is attached as Table 3. A summary of the reference checks is attached as Table 4.

Project References

Southeastern Tank & Tower, Inc. provided the following references which were contacted to provide a reference on August 27, 2018.

Clay Warren – Caldwell Tanks

Southeastern Tank & Tower, Inc. is one of Caldwell Tank’s primary contractors. Southeastern Tank & Tower, Inc. performs a variety of services for Caldwell Tanks such as painting, lead abatement, containment projects and other annual projects. Caldwell Tanks highly recommends Southeastern Tank & Tower, Inc.

Chris Poje - G. Ben Turnipseed Engineers

Chris provided a quality recommendation for Southeastern Tank & Tower, Inc. stating that they have worked with the firm on projects in Tallapoosa, GA and Hogansville, GA. Chris indicated that the firm does quality work, is on time with its paperwork and it very flexible with its project schedule to accommodate the owner's needs.

Jason Barnes – City of Valdosta

Jason provided a quality recommendation for Southeastern Tank & Tower, Inc. This contractor cleaned and painted three tanks for the city of Valdosta. Jason indicated that the project was on-time and on budget and he would hire Southeastern Tank & Tower, Inc. again for similar work.

Administrative Requirements

CH2M has reviewed Southeastern Tank & Tower, Inc's. bid package and confirmed that they have submitted all documents required for a complete bid. A performance bond and payment bond will be required prior to contract execution.

FCCI Insurance Company (NAIC #10178) was the bid bond surety company; it is assumed that they will provide the performance and payment bonds for this project. They are listed in the current U.S. Department of Treasury Circular 570, and are shown as being licensed in the State of Georgia with an underwriting limitation of \$54,754,000, an amount greater than the bond amount. CH2M does not make any representation as to the solvency of this surety company; however, its inclusion in this circular indicates that they are acceptable as surety on Federal Bonds.

Recommendation of Award

Based upon a review of the bid packages, CH2M recommends that Fayette County award the contract to Southeastern Tank & Tower, Inc. based upon a Base Bid + alternative #1 of \$807,900. In all four scenarios (base bid, base bid + alternative #1, base bid + alternative #2 and base bid + alternative #1 and alternation #2), Southeastern Tank & Tower, Inc. was the low bidder.

Further, it is the recommendation of CH2M that Fayette County proceed with this work in two phases.

Phase 1 – FY 2019

1. Item 4 – Highway 92 tank projects (\$106,750)
2. Item 2 – Twin Tank #2 projects (\$97,250)
3. Alternative #1 – demolition of Twin Tank #1 (\$48,000)
4. Appropriate allowances (\$35,000)

Phase 2 – FY 2020

1. Item 1 – Crabapple tank projects (\$375,750)
2. Item 5 – Ellis Road tank projects (\$110,150)
3. Appropriate allowances (\$35,000)

Respectfully,

CH2M



Jason Bodwell
Project Manager

Attachment: Table 1: Summary of Bids
 Table 2: Bid Evaluation
 Table 3: Bid Schedules with Unit Prices
 Table 4: References

TABLE 2
Bid Evaluation
Bid #1522-B Water Tank Repair

Bidder	Contact Name	Pre-Bid Meeting Attendance	Submit Bid by Deadline	Envelope Sealed & Addressed	Signed by Company Officer	Bid Form	Base Bid Amount ^a	Contractor Affidavit ^b	Bid Bond	Statement of Bidder's Qualifications	GA Security & Immigration Compliance Act	
											Affidavits ^c	
Classic Protective Coatings, Inc.	Ray Witke	Yes	Yes	Yes	Yes	Yes	\$ 2,076,400	Yes	Yes	5.00%	Yes	Yes
Southeastern Tank & Tower, Inc.	Donald Staten	Yes	Yes	Yes	Yes	Yes	\$ 890,850	Yes	Yes	5.00%	Yes	Yes
Tank Pro, Inc.	Phillip Stearman	Yes	Yes	Yes	Yes	Yes	\$ 1,141,652	Yes	Yes	5.00%	Yes	Yes
Tank Rehab. Com, LLC	Tom Donovan	Yes	Yes	Yes	Yes	Yes	\$ 1,611,500	Yes	Yes	5.00%	Yes	Yes
Utility Services Co, Inc.	Curt Dimsdale	Yes	Yes	Yes	Yes	Yes	\$ 1,058,400	Yes	Yes	5.00%	Yes	Yes

Notes:

^a Includes \$70,000 in allowances

^b Contractor Affidavit - required by Purchasing Department prior to Contract execution

^c GA Securing Immigration Compliance Act Affidavit - required by Purchasing Department prior to Contract execution

TABLE 3
 Bid Schedules with Unit Prices
 Bid #1522-B Water Tank Repair

		Classic Protective Coatings, Inc.		Southeastern Tank & Tower, Inc.		Tank Pro, Inc.		Tank Rehab. Com, LLC		Utility Services Co, Inc.	
Base Bid		\$	2,006,400.00	\$	820,850.00	\$	1,071,652.00	\$	1,541,500.00	\$	988,400.00
Item No.	Description	Unit	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price
Item 1 - Crabapple Tank (459 Crabapple Lane, Peachtree City, GA 30214)			\$ 736,000.00	\$ 375,750.00	\$ 471,642.00	\$ 661,500.00	\$ 454,700.00				
a	Pressure wash entire interior and exterior of tank	\$	98,000.00	\$ 30,000.00	\$ 328,642.00	\$ 131,000.00	\$ 91,800.00				
b	Abrasive blast and re-coat entire wet interior of tank	\$	360,000.00	\$ 241,000.00	\$ 20,000.00	\$ 240,000.00	\$ 190,700.00				
c	Abrasive blast, and re-coat entire exterior roof of tank.	\$	228,000.00	\$ 78,000.00	\$ 104,000.00	\$ 200,000.00	\$ 154,100.00				
d	Prep and paint all dry interior piping	\$	34,000.00	\$ 18,000.00	\$ 13,500.00	\$ 75,000.00	\$ 9,400.00				
e	Install wet interior roof access ladder	\$	12,000.00	\$ 8,000.00	\$ 5,000.00	\$ 12,000.00	\$ 6,600.00				
f	Tank disinfection	\$	4,000.00	\$ 750.00	\$ 500.00	\$ 3,500.00	\$ 2,000.00				
Item 2 - Twin Tank #2 (285 Clover Reach, Peachtree City, GA 30269)			\$ 286,200.00	\$ 97,250.00	\$ 107,011.00	\$ 153,500.00	\$ 96,800.00				
a	Pressure wash entire interior and exterior of tank	\$	88,000.00	\$ 25,000.00	\$ 82,912.00	\$ 70,000.00	\$ 52,300.00				
b	Repair Interior coating failures - up to 1,000 sq ft per tank	\$	84,200.00	\$ 30,000.00	\$ 3,000.00	\$ 20,000.00	\$ 12,600.00				
c	Repair Interior coating failures - add'l sq ft above 1,000 sq ft per tank	\$	7,000.00	\$ 4,000.00	\$ 4,000.00	\$ 10,000.00	\$ 1,500.00				
d	Repair Exterior coating failures - up to 1,000 sq ft per tank	\$	80,000.00	\$ 20,000.00	\$ 3,000.00	\$ 20,000.00	\$ 13,400.00				
e	Repair Exterior coating failures - add'l sq ft above 1,000 sq ft per tank	\$	7,000.00	\$ 4,000.00	\$ 4,000.00	\$ 10,000.00	\$ 1,600.00				
f	Install new ladder access guard	\$	3,800.00	\$ 1,300.00	\$ 1,250.00	\$ 3,000.00	\$ 1,200.00				
g	Install new safety rails on both exterior ladders and interior roof access ladders	\$	8,000.00	\$ 8,500.00	\$ 5,649.00	\$ 9,000.00	\$ 8,400.00				
h	Repair and reconnect tank level indicator	\$	3,200.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 1,800.00				
i	Extend exterior access ladder 42-inch above catwalk	\$	1,200.00	\$ 1,800.00	\$ 700.00	\$ 3,000.00	\$ 1,300.00				
j	Replace manway access hatch bolts with new Type 316 stainless steel bolts	\$	800.00	\$ 400.00	\$ 500.00	\$ 2,000.00	\$ 700.00				
k	Tank disinfection	\$	3,000.00	\$ 750.00	\$ 500.00	\$ 3,500.00	\$ 2,000.00				
Item 3 - Twin Tank #1 (285 Clover Reach, Peachtree City, GA 30269):			\$ 272,500.00	\$ 130,950.00	\$ 115,525.00	\$ 165,500.00	\$ 105,600.00				
a	Pressure wash entire interior and exterior of tank	\$	68,000.00	\$ 17,000.00	\$ 21,000.00	\$ 30,000.00	\$ 21,800.00				
b	Abrasive blast and re-coat entire wet interior of storage tank	\$	100,000.00	\$ 68,000.00	\$ 76,000.00	\$ 60,000.00	\$ 45,700.00				
c	Repair Exterior coating failures - up to 1,000 sq ft per tank	\$	68,200.00	\$ 20,000.00	\$ 2,876.00	\$ 20,000.00	\$ 13,400.00				
d	Repair Exterior coating failures - add'l sq ft above 1,000 sq ft per tank	\$	7,000.00	\$ 4,000.00	\$ 4,000.00	\$ 10,000.00	\$ 1,600.00				
e	Repair or replace all internal spider bars as necessary	\$	4,200.00	\$ 5,500.00	\$ 1,500.00	\$ 15,000.00	\$ 2,500.00				
f	Install safety rails on both exterior ladders and interior roof access ladders	\$	8,000.00	\$ 8,500.00	\$ 5,649.00	\$ 12,000.00	\$ 8,400.00				
g	Repair and reconnect tank level indicator	\$	3,200.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 1,800.00				
h	Extend exterior access ladder 42-inch above catwalk	\$	1,200.00	\$ 1,800.00	\$ 700.00	\$ 3,000.00	\$ 650.00				
i	Replace manway access hatch bolts with new Type 316 stainless steel bolts	\$	800.00	\$ 400.00	\$ 500.00	\$ 2,000.00	\$ 650.00				
j	Grout foundations as needed	\$	3,000.00	\$ 1,800.00	\$ 300.00	\$ 2,000.00	\$ 3,100.00				
k	Install safety grate over manway access inside storage tank	\$	4,900.00	\$ 1,200.00	\$ 800.00	\$ 3,000.00	\$ 2,100.00				
l	Remove existing antennae tower attached to catwalk railing	\$	1,200.00	\$ 500.00	\$ 1,200.00	\$ 2,000.00	\$ 1,900.00				
m	Tank disinfection	\$	2,800.00	\$ 750.00	\$ 500.00	\$ 3,500.00	\$ 2,000.00				
Item 4 - Highway 92 Tank (107 Lees Mill Road, Fayetteville, GA 30214):			\$ 340,300.00	\$ 106,750.00	\$ 188,951.00	\$ 279,500.00	\$ 153,100.00				
a	Pressure wash entire interior and exterior of tank	\$	102,000.00	\$ 30,000.00	\$ 165,551.00	\$ 141,000.00	\$ 112,600.00				
b	Repair Interior coating failures - up to 1,000 sq ft per tank	\$	94,300.00	\$ 30,000.00	\$ 3,000.00	\$ 20,000.00	\$ 12,600.00				
c	Repair Interior coating failures - add'l sq ft above 1,000 sq ft per tank	\$	7,000.00	\$ 4,000.00	\$ 4,000.00	\$ 10,000.00	\$ 1,500.00				
d	Repair Exterior coating failures - up to 1,000 sq ft per tank	\$	90,000.00	\$ 20,000.00	\$ 3,000.00	\$ 20,000.00	\$ 13,400.00				
e	Repair Exterior coating failures - add'l sq ft above 1,000 sq ft per tank	\$	7,000.00	\$ 4,000.00	\$ 4,000.00	\$ 10,000.00	\$ 1,600.00				
f	Prep and paint all dry interior piping	\$	36,000.00	\$ 18,000.00	\$ 8,000.00	\$ 75,000.00	\$ 9,400.00				
g	Tank disinfection	\$	4,000.00	\$ 750.00	\$ 500.00	\$ 3,500.00	\$ 2,000.00				
Item 5 - Ellis Road Tank (134 Ellis Road, Fayetteville, GA 30214):			\$ 371,400.00	\$ 110,150.00	\$ 189,423.00	\$ 281,500.00	\$ 178,200.00				
a	Pressure wash entire interior and exterior of tank	\$	108,000.00	\$ 30,000.00	\$ 164,323.00	\$ 150,000.00	\$ 124,500.00				
b	Repair Interior coating failures - up to 1,000 sq ft per tank	\$	96,800.00	\$ 30,000.00	\$ 3,000.00	\$ 20,000.00	\$ 12,600.00				
c	Repair Interior coating failures - add'l sq ft above 1,000 sq ft per tank	\$	7,000.00	\$ 4,000.00	\$ 4,000.00	\$ 10,000.00	\$ 1,500.00				
d	Repair Exterior coating failures - up to 1,000 sq ft per tank	\$	96,000.00	\$ 20,000.00	\$ 3,000.00	\$ 20,000.00	\$ 13,400.00				
e	Repair Exterior coating failures - add'l sq ft above 1,000 sq ft per tank	\$	7,000.00	\$ 4,000.00	\$ 4,000.00	\$ 10,000.00	\$ 1,600.00				
f	Prep and paint all dry interior piping including all pump station piping	\$	39,800.00	\$ 18,000.00	\$ 9,000.00	\$ 60,000.00	\$ 15,600.00				
g	Replace bolts on roof hatch with new Type 316 stainless steel bolts	\$	800.00	\$ 400.00	\$ 100.00	\$ 3,000.00	\$ 700.00				
h	Repair bottom of center access tube where rust and metal loss is occurring	\$	12,000.00	\$ 3,000.00	\$ 1,500.00	\$ 5,000.00	\$ 6,300.00				
i	Tank disinfection	\$	4,000.00	\$ 750.00	\$ 500.00	\$ 3,500.00	\$ 2,000.00				
Total Allowances		\$	70,000.00	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00				
Alternative #1		\$	59,700.00	\$ 48,000.00	\$ 46,000.00	\$ 75,000.00	\$ 58,800.00				
Alternative #2		\$	540,000.00	\$ 415,000.00	\$ 231,571.00	\$ 900,000.00	\$ 442,000.00				
Base Bid Total		\$	2,076,400.00	\$ 890,850.00	\$ 1,141,652.00	\$ 1,611,500.00	\$ 1,058,400.00				
Base Bid Total + Alternative #1		\$	1,863,600.00	\$ 807,900.00	\$ 1,072,127.00	\$ 1,521,000.00	\$ 1,011,600.00				
Base Bid Total + Alternative #2		\$	2,616,400.00	\$ 1,305,850.00	\$ 1,373,223.00	\$ 2,511,500.00	\$ 1,500,400.00				
Base Bid Total + Alternative #1 & Alternative #2		\$	2,403,600.00	\$ 1,222,900.00	\$ 1,303,698.00	\$ 2,421,000.00	\$ 1,453,600.00				

TABLE 4
References
Bid #1522-B Water Tank Repair

Organization & Contact		Via	Contact Method 1	Contact Method 2	1	2	3	4	5	Other Notes	Status
1	Caldwell Tanks Clay Warren	Phone	502-939-7631		Did a lot of work in the 1990 in Phoneix	Lead abatement work. Rehab work. Couple of repaints. Primarily new tanks.	Containment isn't a problem. All styles of tanks.	7 tanks completed. 2 more in 2018. total of 9 in 2018.	2 Fantastic work. Several anniversary touch-up jobs. Highly recommend.	They will most likley sub out the demo since that is not something they handle.	Left message on 8/27 @ 9:00 am
2	G Ben Turnipseed Engineers Chris Poje	Phone	770-843-5318		Yes. Justin and Donald and Staten's for Statenville	Yes. 4-6 tanks in Tallapoosa. Tank in Hogansville	Yes. They are on-time and good with their paperwork.	They are flexible with their scheduling	Yes. Absolutely.		Left message on 8/27 @ 9:00 am
3	Valdosta Jason Barnes	Phone	229-333-1881		Cleaned and painted 3 tanks	On budget	On schedule	None	No complaints and would hire again		Left message on 8/27 @ 9:00 am

Questions	
1	Was the project completed successfully?
2	Was the project completed at/above/below budget?
3	Was the project completed early/on-time/late?
4	Were there any challenges along the way, and if so, how well were they handled?
5	Would you hire the contractor to work with you again?

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of staff's recommendation to award ITB #1553-B to West Georgia Lighting, Inc, in the amount of \$394,534.39 for lighting at McCurry Park Soccer fields 1, 5,6, and Kiwanis Park field 10 and approval to transfer \$40,000 from Kiwanis Park Sports Lighting CIP budget to the McCurry Park Sports Lighting Budget to fully fund the lighting of the three soccer fields.

Background/History/Details:

In 2003, the Parks and Recreation Department began a process of refurbishing the sports lighting at all Fayette County parks due to safety concerns and overall operational cost. A study was conducted to determine which fields would need immediate attention and, beginning in 2004, Fayette County has refurbished lighting needs for twenty-three different fields at Kiwanis, McCurry, and Brooks Parks.

This request is a continuation of Fayette County's plan to refurbish lighting at its various parks.

Invitation for Bid #1553-B was released to obtain bids for Soccer Field #1, Soccer Field #5, Soccer Field #6 at McCurry Park and Baseball Field #10 at Kiwanis Park.

Three companies submitted bids. The one with the lowest overall bid was West Georgia Lighting, Inc. in the amount of \$394,534.39.

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to award ITB #1553-B to West Georgia Lighting, Inc, in the amount of \$394,534.39 for lighting at McCurry Park Soccer fields 1, 5,6, and Kiwanis Park field 10 and approval to transfer \$40,000 from Kiwanis Park Sports Lighting CIP budget 37560110 541210 196AB to the McCurry Park Sports Lighting Budget 37560110 541210 6110C to fully fund the lighting of the three soccer fields.

If this item requires funding, please describe:

The aggregate project cost is \$394,534.39. The budget includes \$297,830.00 for Soccer Field Lighting Refurbishment at McCurry Park 37560110 541210 6110C and \$150,000 for Athletic Field Lighting Refurbishment at Kiwanis Park 37560110 541210 196AB.

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, GA 30214
 Phone: 770-305-5420
www.fayettecountyga.gov

To: Steve Rapson
 From: Ted L. Burgess
 Date: October 25, 2018

Subject: Invitation to Bid #1553-B: Parks Sports Lighting With Poles

The Purchasing Department issued Invitation to Bid #1553-B to obtain a contractor for sports lighting for McCurry Park Soccer Fields #1, 5, & 6 and Kiwanis Park Baseball Field #10. The Department emailed notices to 26 companies. An additional 404 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), Greater Georgia Black Chamber of Commerce, and Channel 23. Three companies submitted bids (Attachment 1).

The Department of Parks and Recreation recommends the low bidder, West Georgia Lighting, Inc. Their references all gave very good reports. A Contractor's Performance Evaluation for previous work with the county is attached (Attachment 2).

Specifics of the proposed contract are as follows:

Contract Name 1553-B: Parks Sports Lighting With Poles
Vendor West Georgia Lighting, Inc.
Contract Amount \$394,534.39

Budget:

Org. Code 27560110 Recreation CIP
 Object 541210 Other Improvements

Available Budget:

	Project 6110C	Project 196AB	
	McCurry	Kiwanis	
	Football/Soccer	Athletic Field	
	Light Refurbish	Lighting	Total
Budget	297,830.00	150,000.00	447,830.00
Transfer	40,000.00	(40,000.00)	-
Net Budget	337,830.00	110,000.00	447,830.00
Contract Price	337,738.08	56,796.31	394,534.39

**Invitation to Bid #1553-B
Parks Sports Lighting With Poles**

DESCRIPTION	TECHLINE SPORTS LIGHTING	MIDDLE GEORGIA OUTDOOR LIGHTING	WEST GEORGIA LIGHTING, INC.
McCURRY PARK SOCCER FIELD #1	\$115,000.00	\$75,550.00	\$74,963.60
McCURRY PARK SOCCER FIELD #5	\$130,000.00	\$96,640.00	\$95,015.56
McCURRY PARK SOCCER FIELD #6	\$210,000.00	\$168,200.00	\$167,758.92
KIWANIS PARK FIELD #10	\$105,000.00	\$57,625.00	\$56,796.31
TOTAL PRICE	\$560,000.00	\$398,015.00	\$394,534.39
Discount if awarded two or more fields	\$20,000.00		

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION**COMPLETE ALL APPLICABLE INFORMATION**

Company Name: West Georgia Lighting, Inc.	Contract Number:
Mailing Address: P.O. Box 1026	Contract Description or Title:
City, St, Zip Code: Villa Rica, Georgia 30180	Contract Term (Dates) From: 2014 To:
Phone Number: 770-459-6266	Task Order Number:
Cell Number: 770-630-4013	Other Reference: Repair of ballfield safety netting from ice storm damage
E-Mail Address: wglighting@msn.com	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule			X		
2. Condition of delivered products			X		
3. Quality of work		X			
4. Adherence to specifications or scope of work		X			
5. Timely, appropriate, & satisfactory problem or complaint resolution			X		
6. Timeliness and accuracy of invoicing		X			
7. Working relationship / interfacing with county staff and citizens		X			
8. Service Call (On-Call) response time					X
9. Adherence to contract budget and schedule			X		
10. Other (specify): Damage Control		X			
11. Overall evaluation of contractor performance		X			

EVALUATED BY

Signature: Anita Godbee	Date of Evaluation: 10/04/18
Print Name: Anita Godbee	Department/Division: Parks and Recreation
Title: Director	Telephone No: 770-716-4321

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of staff's request to award bid # 1557-B: Type 1 Ambulances to Custom Truck & Body Works, Inc. for (2) Ford F-450 ambulances totaling \$367,638; outfitting of equipment for new zone #6 unit of \$67,000; and to designate vehicle #23109 as surplus and authorize the sale of unit.

Background/History/Details:

Fire and Emergency Services was approved for (2) two ambulances for fiscal year 2019. One ambulance is being placed into service in the newly created Zone #6 and the other has reached it's operational life replace one 2009 Chevy 4500 Wheeled Coach.

Purchasing Bid # 1557-B Type 1 Ambulances to Custom Truck & Body Works, Inc. for (2) two Ford F-450 ambulances totaling \$364,888; and acceptance of Option 1 – Brush Guard for \$1,500.00 and Option 2 - Cardiac Monitor Mounting Bracket for \$1,250.00 for a total of \$367,638.

Outfitting the new zone #6 ambulance with equipment of \$67,000 and designating Vehicle #23109 as surplus.

Net savings of \$125,662 for the vehicle replacement fund.

What action are you seeking from the Board of Commissioners?

Approval to award bid # 1557-B: Type 1 Ambulances to Custom Truck & Body Works, Inc. for (2) Ford F-450 ambulances totaling \$367,638; outfitting of equipment for new zone #6 unit of \$67,000; and to designate vehicle #23109 as surplus and authorize the sale of unit.

If this item requires funding, please describe:

EMS Budget 61030600-542200-193AT \$313,600
EMS Budget 61030600-542200-193AS \$246,700

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, GA 30214
Phone: 770-305-5420
www.fayettecountyga.gov

To: Steve Rapson

From: Ted L. Burgess

Date: October 25, 2018

Subject: Contract #1557-B, Type 1 Ambulances

The county's Fiscal Year 2019 budget includes Projects 193AS and 193AT which fund two new Type 1 ambulances. The Purchasing Department issued Invitation to Bid #1557-B to solicit prices. Notice was emailed to 28 companies. Another 54 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code #07103 (Ambulances & Rescue Vehicles). The offer was also advertised through Fayette News, Georgia Local Government Access Marketplace, the county website, and Channel 23.

Eight companies were represented at a mandatory pre-bid meeting that was held on August 30, 2018. Five companies submitted bids (Attachment 1).

Frazer, Ltd and First Priority Emergency Vehicles had to be disqualified because they did not submit the required bid bond along with their bid. Frazer, Ltd. placed a note in their bid document that said "we do not partake in bids bonds due to the fact that we do not require payment in advance...." First Priority Emergency Vehicles wrote in their bid document that the bid bond was sent under separate cover, but the Purchasing Department never received it.

Taylor Made Ambulance was disqualified because they are not currently accredited by the Commission on Ambulance Accreditation Services (CAAS) for Ground Vehicle Standards compliance. This requirement was included in the Invitation to Bid, and additional clarification was provided in Addendum 1.

The Fire / EMS Department recommends award to Custom Truck & Body Works, for the offered Ford F-450. A Contractor Performance Evaluations is attached (Attachment 2). Their references all gave positive reports, such as "provided suggestions to save money, great service." Another reference said "best service the department ever had," while a third said "provided a high-quality product."

Specifics of the proposed contract are as follows:

Contract Name		1557-B: Type 1 Ambulances
Contractor		Custom Truck & Body Works, Inc.
Contract amount		\$367,638.00
Budget:		
Fund	610	Vehicles / Equipment
Org Code	61030600	EMS
Object	542200	Vehicles
Projects:		
193AS - Ambulance		\$246,700.00
193AT - Ambulance		<u>313,600.00</u>
Total		\$560,300.00

ATTACHMENT 1

Invitation to Bid #1557-B

Type 1 Ambulances

	ETR, LLC Ford F-450	Custom Truck & Body Works		Taylor Made Ambulance	Frazer, Ltd	First Priority Emergency Vehicles
		Dodge 4500	Ford F-450			
BASE PRICE - TOTAL BOTH VEHICLES	\$397,618.00	\$376,094.00	\$364,888.00	<i>Disqualified*</i>	<i>Disqualified**</i>	<i>Disqualified**</i>
OPTIONS - TOTAL BOTH VEHICLES						
Brush Guard	3,140.00	1,500.00	1,500.00			
Cardiac Monitor Mount Bracket	1,266.00	1,250.00	1,250.00			
TOTAL - TWO TYPE 1 AMBULANCES	402,024.00	378,844.00	367,638.00			

*Taylor Made Ambulance was disqualified because they do not currently have Commission on Ambulance Accreditation Services (CAAS) accreditation.

**Frazer, Ltd and First Priority Emergency Vehicles did not submit the required bid bonds with their bids.

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Custom Truck & Body Works	Contract Number:
Mailing Address: 13787 White House Rd.	Contract Description or Title: Vehicle Purchase
City, St, Zip Code: Woodbury, GA. 30293	Contract Term (Dates) From: _____ To: _____
Phone Number: 706-553-9178	Task Order Number:
Cell Number:	Other Reference: Purchase of 2007 Heavy Rescue Truck
E-Mail Address: jimmy@customtruckandbodyworks.com	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.


SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule		X			
2. Condition of delivered products		X			
3. Quality of work		X			
4. Adherence to specifications or scope of work		X			
5. Timely, appropriate, & satisfactory problem or complaint resolution		X			
6. Timeliness and accuracy of invoicing		X			
7. Working relationship / interfacing with county staff and citizens		X			
8. Service Call (On-Call) response time		X			
9. Adherence to contract budget and schedule		X			
10. Other (specify):					
11. Overall evaluation of contractor performance		X			

EVALUATED BY

Signature: 	Date of Evaluation: 10/10/2018
Print Name: T.F. Bartlett	Department/Division: Fire & E/S
Title: Deputy Fire Chief	Telephone No: 770-305-5165

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of staff's request to award bid # 1566-B Tanker Fire Apparatus to Deep South Fire Trucks for one tanker totaling \$212,900, \$10,000 of safety equipment and to designate vehicle #93193 and vehicle #93043 as surplus and authorize the trade of the units.

Background/History/Details:

Fire & Emergency Services was approved for (1) one tanker for fiscal year 2019 from the vehicle replacement fund. The project was funded at \$324,000. This unit will replace two 1993 Emergency One International tankers. A trade-in allowance of \$60,000, \$30,000 each, has been offered for two tankers.

Tanker Apparatus Cost	\$272,500	
Lettering Cost	\$400	
SubTotal	\$272,900	
Trade In Allowance (2)	\$(60,000)	\$(30,000/each)
Safety Equipment	\$10,000	
Total Needed	\$222,900	
Funding Available		
Project Budget	\$324,000	
Transfer to Pumper	\$(8,788)	
Total Funding	\$315,212	
Under Budget	\$92,312	to be credit to Vehicle Replacement Fund

What action are you seeking from the Board of Commissioners?

Approval to award bid # 1566-B Tanker Fire Apparatus to Deep South Fire Trucks for one tanker totaling \$212,900, \$10,000 of safety equipment and to designate vehicle #93193 and vehicle #93043 as surplus and authorize the trade of the units.

If this item requires funding, please describe:

\$222,900 Vehicle Replacement / Project number 61030550-542200-193AP
\$ 92,312 to be returned to the Vehicle Replacement Fund

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
 www.fayettecountyga.gov

To: Steve Rapson
 From: Ted L. Burgess
 Date: October 25, 2018
 Subject: Contract #1566-B, Tanker Fire Apparatus

The county's Fiscal Year 2019 budget includes Project #193AP for a new tanker apparatus. The Purchasing Department issued Invitation to Bid #1566-B to solicit prices. Notice was emailed to 20 companies. Another 96 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code #07230 (Trucks, Fire Protection & Crash Rescue). The offer was also advertised through Fayette News, Greater Georgia Black Chamber of Commerce, Georgia Local Government Access Marketplace, the county website, and Channel 23.

Three companies submitted (Attachment 1). One had to be disqualified because they did not submit the required bid bond along with their bid.

The Fire / EMS Department recommends award to Deep South Fire Trucks, Inc. They also recommend trade-in of two surplus tanker units. The requested award includes the contract for the tanker apparatus, plus additional safety equipment, as follows:

Tanker apparatus	\$272,900.00
Trade-in allowance (2 old units)	<u>(60,000.00)</u>
Net contract amount	\$212,900.00
Safety equipment (separate purchase)	<u>10,000.00</u>
Total requested approval	\$222,900.00

There is no record of a previous contract with Deep South Fire Trucks, so a Contractor Performance Evaluation is not available.

Specifics of the proposed contract are as follows:

Contract Name	1566-B: Tanker Fire Apparatus
Contractor	Deep South Fire Trucks, Inc.
Contract amount:	
Pumper Apparatus	\$272,900.00
Less Trade-In	<u>(60,000.00)</u>
Net Contract Amount*	\$212,900.00

Budget:

Fund	610	Vehicles / Equipment
Org Code	61030550	Fire Services
Object	542200	Vehicles
Project	193AP	Fire Tanker
Available:		
Current Balance		\$324,000.00
Transfer		<u>(8,788.00)</u> To fund balance of Pumper acquisition
Net Balance		\$315,212.00

*Does not include the \$10,000.00 for additional safety equipment.

**Invitation to Bid #1566-B
Tanker Fire Apparatus**

	Fireline, Inc.	Deep South Fire Trucks, Inc.	Ten 8 Fire Equipment, Inc.
BASE PRICE	\$338,576.00	\$272,500.00	<i>Disqualified*</i>
ALLOWANCE	2,800.00	400.00	
TOTAL BID PRICE	341,376.00	272,900.00	
TRADE-IN ALLOWANCE FOR TWO (2) TANKER APPARATUS	(11,800.00)	(60,000.00)	
NET CONTRACT AMOUNT	329,576.00	212,900.00	
EXCEPTIONS	NO EXCEPTIONS	EXCEPTIONS NOTED**	

*Ten 8 Fire Equipment, Inc. did not include the required bid bond.

** Deep South Fire Trucks offered an International 7400 chassis in lieu of the stated Kenworth. They also offered a hard-suction hose placed for easier access.

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of staff's request to award bid #1565-B: Pumper Fire Apparatus to Fireline Inc. for one pumper totaling \$482,688, to fund \$8,788 from #61030550-542200 to cover the remaining cost of required safety equipment and to designate vehicle #93086 as surplus and authorize the trade of the unit.

Background/History/Details:

Fire and Emergency Services was approved for (1) one pumper for fiscal year 2019 from the vehicle replacement fund. The project was funded at \$468,500. This unit will replace one 1996 Emergency One Freightliner Pumper. A trade-in allowance of \$8,700 has been offered for the trade-in vehicle. The \$8,788 required shortfall will be funded via the vehicle replacement fund.

Base Pumper Cost	\$479,888	Funding Available	
Lettering Cost	\$2,800	Project Budget	\$468,500
SubTotal	\$482,688	Transfer from Fund 610	\$8,788
Add'l Safety Equipment	\$3,300	Total Funding	\$477,288
Trade In Allowance	\$(8,700)		
Total Needed	\$477,288		

What action are you seeking from the Board of Commissioners?

Approval to award bid #1565-B: Pumper Fire Apparatus to Fireline Inc. for one pumper totaling \$482,688, to fund \$8,788 from #61030550-542200 to cover the remaining cost of required safety equipment and to designate vehicle #93086 as surplus and authorize the trade of the unit.

If this item requires funding, please describe:

\$468,500 Vehicle Replacement
\$8,788 Additional funding from vehicle replacement fund. Project #61030550-542200-193AQ.

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, GA 30214
 Phone: 770-305-5420
 www.fayettecountyga.gov

To: Steve Rapson
 From: Ted L. Burgess
 Date: October 25, 2018
 Subject: Contract #1565-B, Pumper Fire Apparatus

The county's Fiscal Year 2019 budget includes Project #193AQ for a new pumper apparatus. The Purchasing Department issued Invitation to Bid #1565-B to solicit prices. Notice was emailed to 20 companies. Another 96 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code #07230 (Trucks, Fire Protection & Crash Rescue). The offer was also advertised through Fayette News, Greater Georgia Black Chamber of Commerce, Georgia Local Government Access Marketplace, the county website, and Channel 23.

Two companies submitted bids (Attachment 1). However, one company did not submit the required bid bond, so their bid could not be considered.

Staff contacted Deep South Fire trucks, Inc. who had submitted a bid for Invitation to Bid #1566-B, Tanker Fire Apparatus. We asked them why they had not also submitted a bid for this pumper truck. They said they had not noticed this Invitation to Bid until the day it was due, and that they did not know how they had missed it.

Fireline and Deep South had been the two companies that bid on the previous pumper fire apparatus, Invitation to Bid #1388-B in 2017.

The Fire / EMS Department recommends award of the contract to Fireline, Inc. The requested award includes the contract for the pumper apparatus, plus additional safety equipment, as follows:

Pumper apparatus	\$482,688.00
Trade-in allowance	<u>(8,700.00)</u>
Net contract amount	\$473,988.00
Safety equipment (separate purchase)	<u>3,300.00</u>
Total requested approval	\$477,288.00

A Contractor Performance Evaluation for Fireline is attached (Attachment 2).

Specifics of the proposed contract are as follows:

Contract Name	1565-B: Pumper Fire Apparatus
Contractor	Fireline, Inc.
Contract Amount:	
Pumper Apparatus	\$482,688.00
Less: Trade-In	<u>(8,700.00)</u>
Net Contract Price*	\$473,988.00

Budget:		
Fund	610	Vehicles / Equipment
Org Code	61030550	Fire Services
Object	542200	Vehicles
Project	193AQ	Fire Pumper
Available:		
Project Budget	\$468,500.00	Budgeted in Project 193AQ
Transfer	<u>8,788.00</u>	Available in Vehicle Replacement Fund**
Total Available	477,288.00	After requested transfer

*Does not include the \$3,300.00 for additional safety equipment.

**Surplus funds are available due to the Tanker Apparatus price (Invitation to Bid 1566-B) coming in lower than budgeted.

Invitation to Bid #1565-B
Pumper Fire Apparatus

	FIRELINE,INC.	Ten 8 Fire Equipment, Inc.
A. BASE PRICE:	\$479,888.00	<i>Disqualified*</i>
B. ALLOWANCE:	2,800.00	
C. TOTAL BID PRICE	\$482,688.00	
D. OFFERED TRADE-IN ALLOWANCE FOR 1996 PUMPER / TANKER	\$8,700.00	
EXCEPTIONS	None	

*Ten 8 Fire Equipment, Inc. did not include the required bid bond.

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Fireline, Inc.	Contract Number: 1388-B
Mailing Address: 725 Patrick Industrial Lane	Contract Description or Title: Pumper Fire Apparatus
City, St, Zip Code: Winder, GA 30680	Contract Term (Dates) From: 7/12/2018 To: Completion
Phone Number: 770-601-3389	Task Order Number: NA
Cell Number: 770-601-3389	Other Reference: NA
E-Mail Address: ryanmcdonel@firelineinc.com	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.


SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule		X			
2. Condition of delivered products		X			
3. Quality of work		X			
4. Adherence to specifications or scope of work			X		
5. Timely, appropriate, & satisfactory problem or complaint resolution		X			
6. Timeliness and accuracy of invoicing			X		
7. Working relationship / interfacing with county staff and citizens		X			
8. Service Call (On-Call) response time		X			
9. Adherence to contract budget and schedule			X		
10. Other (specify):					X
11. Overall evaluation of contractor performance		X			

EVALUATED BY

Signature: 	Date of Evaluation: 10/10/2018
Print Name: Michael Pollard	Department/Division: Fire
Title: Captain	Telephone No: 770-305-5414

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Authorization for the Chairman to send a letter of support to Georgia Department of Transportation (GDOT), documenting Fayette County's support for the Local Bridge Replacement Program fiscal year 2020 candidate project - McDonough Road over Flint River.

Background/History/Details:

The Georgia Department of Transportation has offered to include the McDonough Road Bridge over the Flint River as a fiscal year 2020 candidate project for the Local Bridge Replacement Program (LOCBR).

On September 6, 2018, GDOT sent Fayette County a letter asking for input on a proposed bridge replacement project. The program is favorable to local governments and details are provided in the attached letter. If approved, this would be the second bridge within the unincorporated County in the program.

Fayette County's responsibility for the project is to provide written support for the project (a draft letter for the Chairman's signature is provided) and funding for a portion of the right-of-way fees and expenses. Since the bridge is located on the Fayette/Clayton border, staff will request an Agreement with Clayton County that shares these costs.

Cost estimates will be developed after a Memorandum of Agreement is developed and executed. This agenda item is only to formally express County support for the project.

What action are you seeking from the Board of Commissioners?

Authorization for the Chairman to send a letter of support to Georgia Department of Transportation (GDOT), documenting Fayette County's support for the Local Bridge Replacement Program fiscal year 2020 candidate project - McDonough Road over Flint River.

If this item requires funding, please describe:

If the project is approved, funding will be needed for a portion of the right-of-way fees and expenses. The amount is not known at this time. This could be an eligible 2017 SPLOST project, or funded through other means.

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:



Board of Commissioners
140 Stonewall Avenue West, Ste 100
Fayetteville, GA 30214
Phone: 770-305-5200
www.fayettecountyga.gov

October 26, 2018

Mr. Russell R. McMurry, P.E.
GDOT Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308

Re: GDOT Local Bridge Replacement Program (LOCBR) FY 20 Candidate Project –
McDonough Road over Flint River

Dear Mr. McMurry:

Fayette County appreciates the Georgia Department of Transportation identifying and considering the McDonough Road bridge over the Flint River as a candidate project for the LOCBR program. This bridge carries approximately 13,000 vehicles per day on a regional corridor between Fayette and Clayton Counties.

The Board of Commissioners supports this project and agrees to pay the estimated land value along with a portion of the associated legal fees and acquisition expenses, as described in the GDOT letter dated September 6, 2018.

GDOT's LOCBR provides essential aid to local governments in maintaining our transportation infrastructure. Please contact Mr. Phil Mallon at 770-320-6009 or pmallon@fayettecountyga.gov if you need any additional information from Fayette County. Once again, thank you for considering this location in the batch of FY 20 projects.

Sincerely,

Eric K. Maxwell
Chairman, Fayette County

Cc: Lynn Westmoreland, GDOT Board Member
Jeffrey Turner, Chairman, Clayton County
Michael Presley, GDOT District 3 Engineer



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

September 6, 2018

Eric Maxwell
Chairman
Fayette County Board of Commissioners
140 Stonewall Avenue W., Suite 100
Fayetteville, GA 30214

RE: Request for Comments on GDOT Local Bridge Replacement Program (LOCBR)
FY20 Candidate – McDonough Road over Flint River

Dear Mr. Maxwell:

The Georgia Department of Transportation recognizes the need to assist in the replacement of many deficient locally owned bridges throughout the state. Candidate bridges have been identified for replacement through the Office of Bridge Design utilizing a data-driven search of the bridge inventory based on strength (ability to carry the state's legal loads) and condition of bridge. McDonough Road (CR 363) over Flint River (113-0025-0), has been selected for a potential replacement project in this Local Bridge Replacement Program (LOCBR).

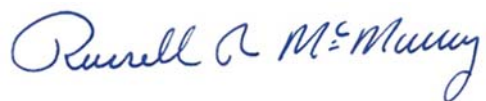
In this program, the Department proposes to provide funds for preliminary engineering, utility coordination, construction and a portion of the Preliminary right-of-way (ROW) estimate. The local government will need to provide their support for the project and agree to pay the estimated land value along with a portion of the associated legal fees and acquisition expenses. The Preliminary ROW estimate will be generated by the Department after receiving written support from the local government and will be provided in a Memorandum of Agreement (MOA) that details the terms of the contract. The local government will be required to submit the estimated land value and portion of fees and expenses prior to the onset of the project. The Department will acquire the necessary right-of-way and let the project to construction. Right-of-way impacts will be minimized by way of practical bridge design and any additional ROW needs determined after the preliminary estimate will be the Department's responsibility.

The purpose of this letter is to solicit your input concerning the potential replacement of this bridge and to ensure your agreement to participate with the financial terms detailed herein. The Department requests that you please respond via the email below or in writing by October 29, 2018, concerning your support for the replacement of this bridge.

Your timely response is appreciated as there are many other bridges eligible for this program.

If you have any questions or comments concerning this project, please contact Carol Kalafut of the Office of Bridge Design at ckalafut@dot.ga.gov or 404-631-1882. Thank you for your attention and cooperation in this matter.

Sincerely,

A handwritten signature in blue ink that reads "Russell R. McMurry". The signature is written in a cursive style with a large, looping 'R' at the beginning.

Russell R. McMurry, P.E.
Commissioner

RRM:KHM:WMD

cc: Mr. Kelvin Mullins, Mr. Michael Presley, P.E., Mr. Lynn Westmoreland

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of the Transportation Committee's recommendation for the Antioch & Goza Road intersection (2017 SPLOST 17TAO & 2004 SPLOST I-13).

Background/History/Details:

This intersection was approved by the Board of Commissioners (BOC) for conversion to a roundabout in fall 2017 and staff was directed to acquire right-of-way for the roundabout in April 2018. Construction plans are complete and the project is ready for letting.

In October 2018, the Transportation Committee reviewed the operation and crash history of the intersection since it was converted (on a temporary basis) to an all-way-stop-control last November. The Transportation Committee is recommending two items for the BOC's consideration. First, that the construction letting for the roundabout be delayed for six months, at which time the Board reconsider the need for a roundabout. The purpose of the delay is to better gauge the reduction in crash frequency. Second, for the Road Department to proceed with resurfacing Antioch Road this fall if it can be accommodated into the schedule.

What action are you seeking from the Board of Commissioners?

Consideration of the Transportation Committee's recommendation for the Antioch & Goza Road intersection (2017 SPLOST 17TAO & 2004 SPLOST I-13).

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

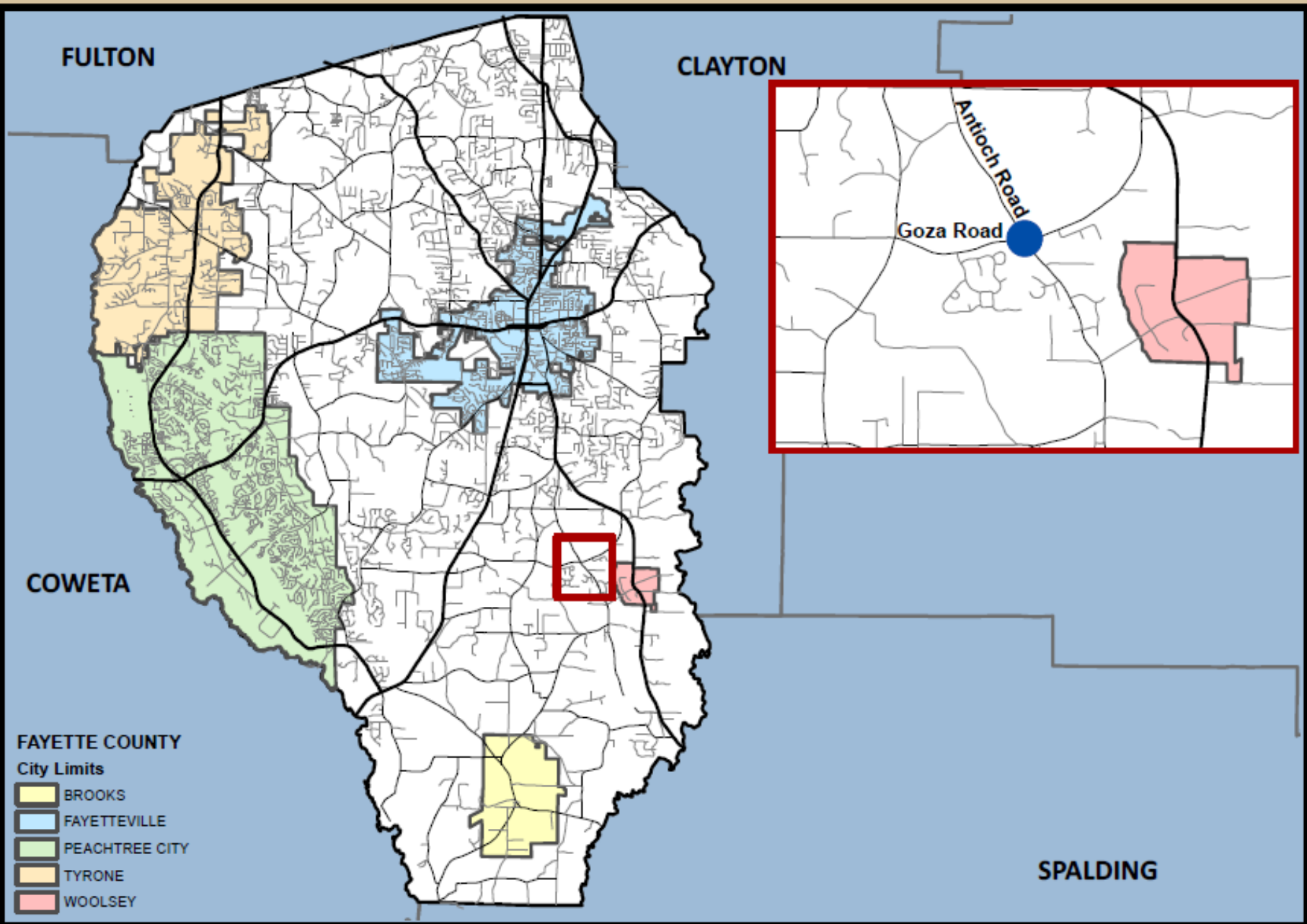
County Clerk's Approval

Administrator's Approval

Staff Notes:

Antioch and Goza Road Intersection Operational Update

Presented By: Joseph Robison, PE, RLS
for the
Fayette County Board of Commissioners
October 25, 2018



- FAYETTE COUNTY**
City Limits
- BROOKS
 - FAYETTEVILLE
 - PEACHTREE CITY
 - TYRONE
 - WOOLSEY

Fayette County
Vicinity Map - Intersection of Antioch and Goza Roads



Fayette County Transportation Committee

October 2, 2018 Meeting

After viewing and discussing a version of this presentation, the Transportation Committee recommends the Fayette County Board of Commissioners consider the following actions.

1. Defer right-of-way acquisition and construction letting of the roundabout for six (6) months. The proposed delay is intended to gain a better understanding of how the intersection functions as an All-Way Stop, in terms of crash reduction.
2. Re-examine the data after six (6) months then determine if the expenditure of funds for roundabout construction is the best use of public funds or should they be applied to another SPLOST-eligible project.
3. Direct the Road Department to schedule the resurfacing of Antioch Road, including the intersection.

Project status: Construction plans are complete and right-of-way acquisition is underway. Project is ready for construction letting.

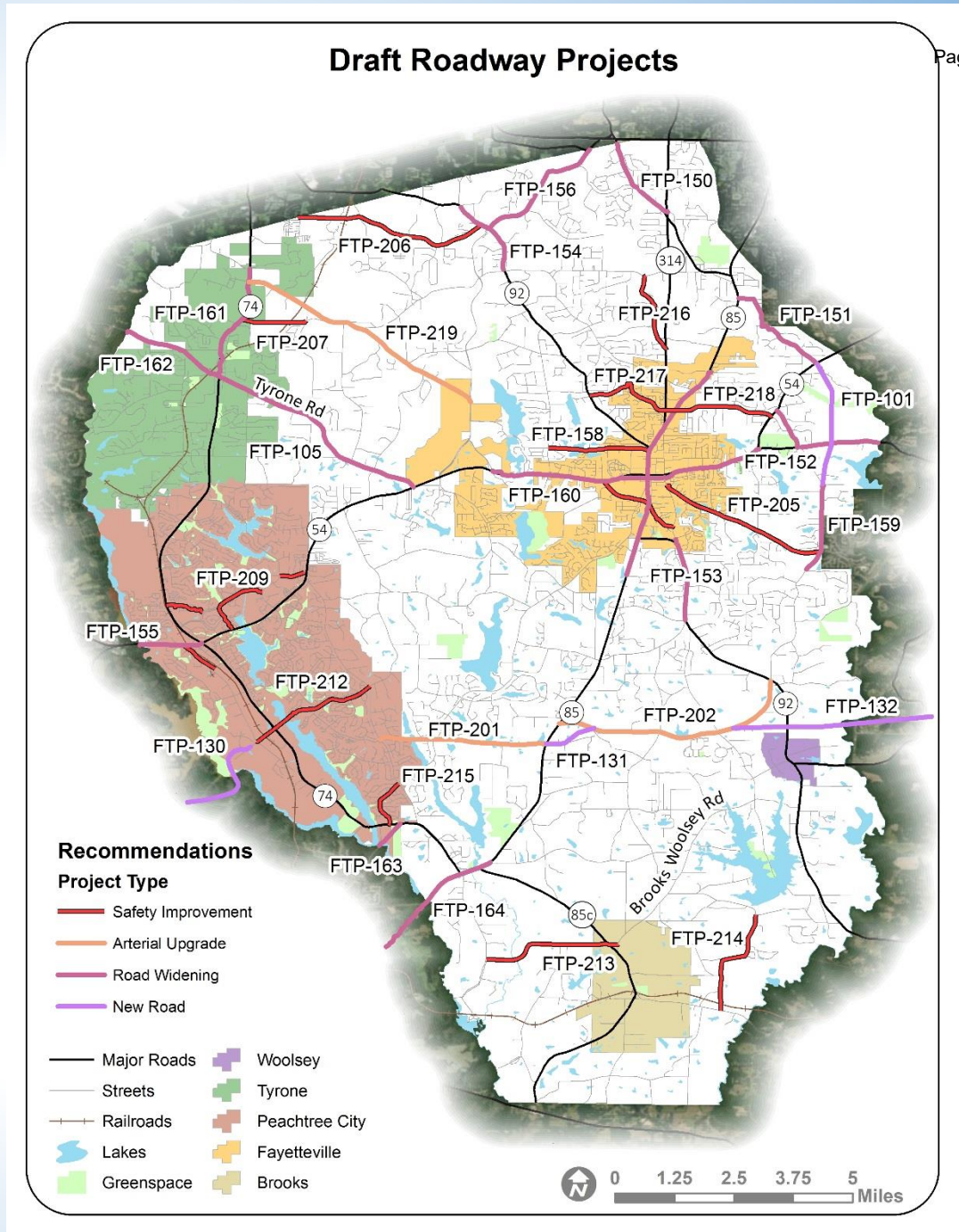
2017 Fayette County Comprehensive Transportation Plan Draft Roadway Projects

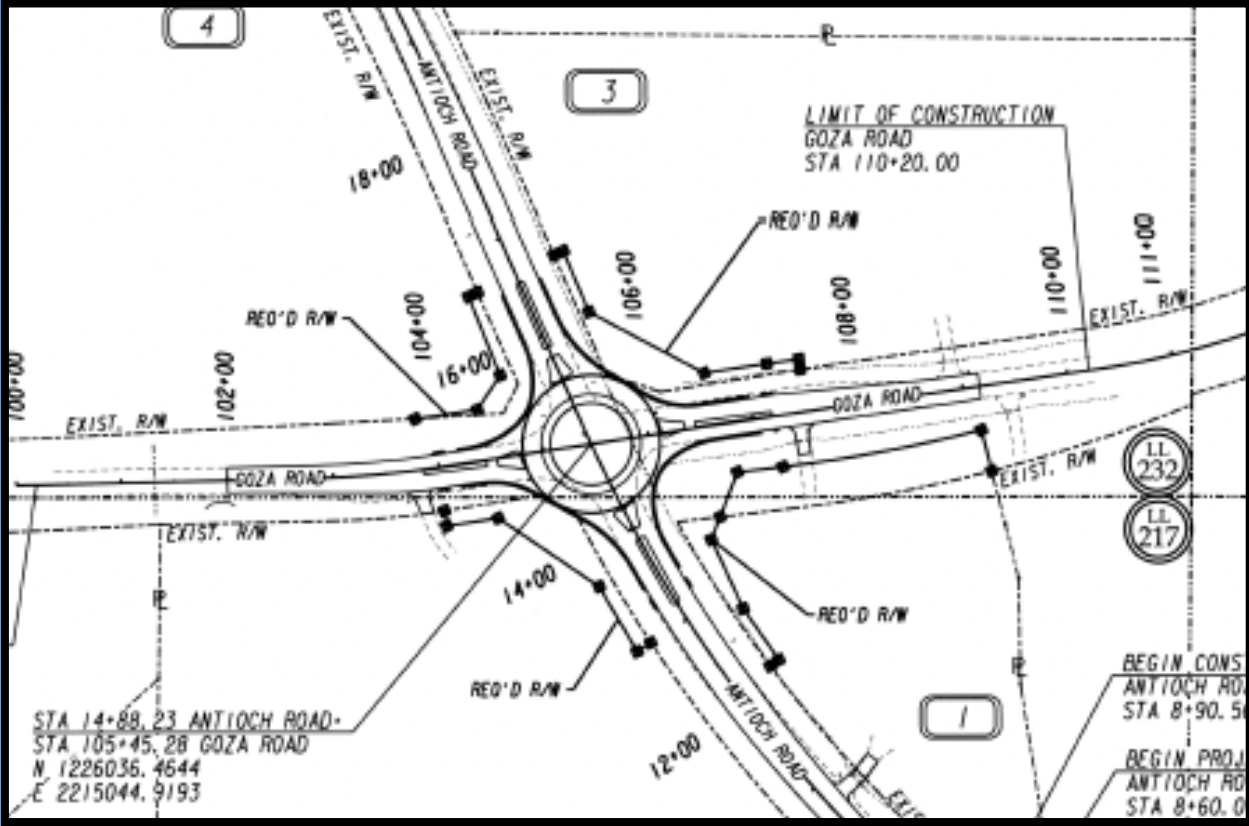
Goza Road (FTP-202)

Preliminary recommendations

- Passing Lanes
- Turn Lanes
- Wider Shoulders / Bikeable Shoulders
- Vertical/Horizontal Curves

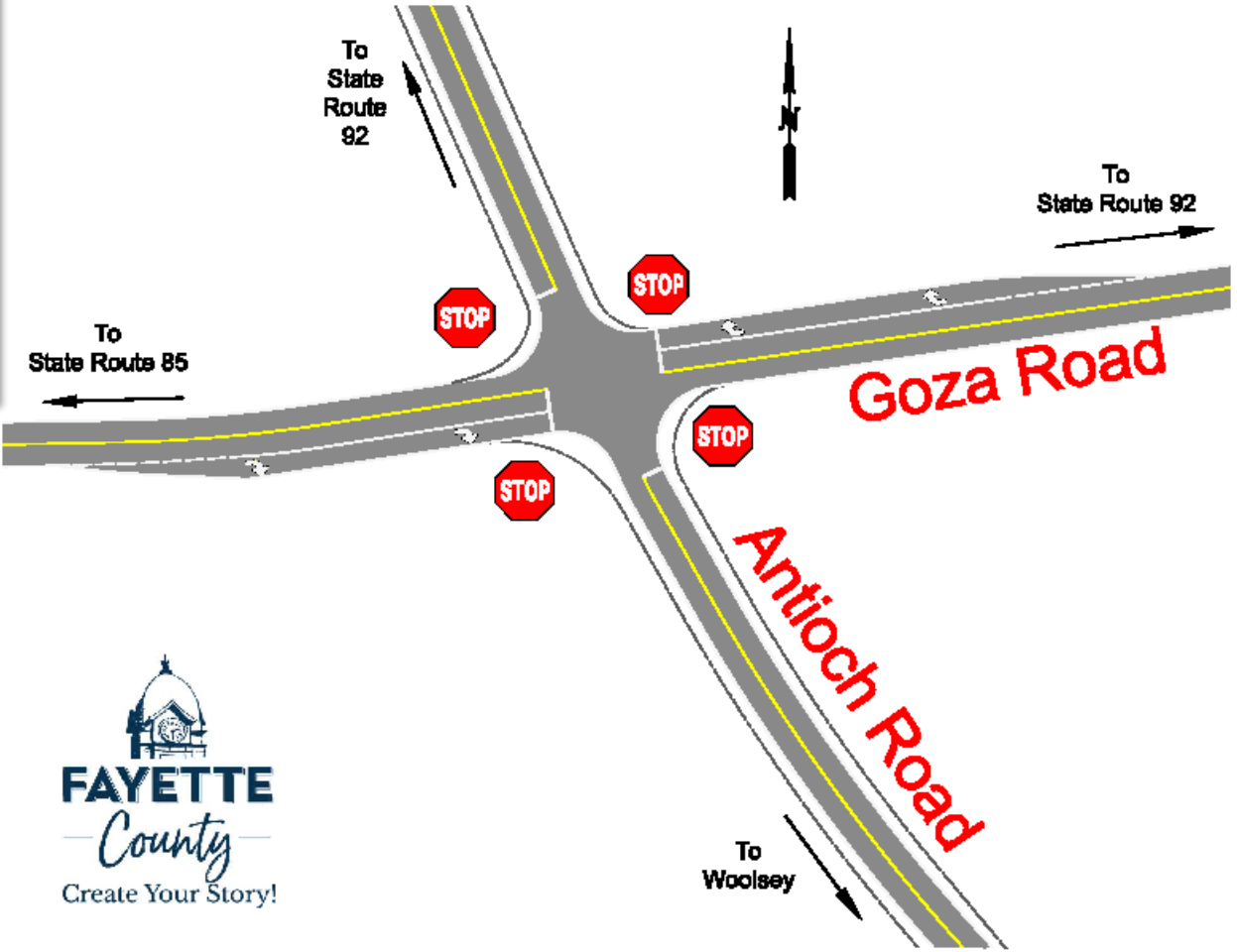
Goza Road is anticipated to continue growing in traffic volume and serve as a east/west thoroughfare in the future.





Roundabout Design (100%)

All Way Stop Control (concept)



Antioch & Goza Intersection Crash Data

4-Way Stop installed 11/17/2017

10 Months Prior to 4-Way Stop installation

10 Accidents (Includes 1 Rear End)

12 injuries – 2 Serious, 2 Visible, 8 Complaints

1 Fatality

10 Months After 4-Way Stop Installation

3 Accidents (includes 1 Rear End)

1 injury – 1 Complaint

Antioch-Goza – Authorized Funding

Funding 2004 SPLOST; Antioch @ Goza (I-13):	\$ 1,100,000
Funds spent to date	\$ 3,993
Available Intersection Budget	\$ 1,096,007

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Recommendations/Briefing for the SR 74 Comprehensive Corridor Study (GDOT PI # 0015076 / ARC No. FA-357).

Background/History/Details:

In January 2017 the Fayette County BOC approved a Contract with the Georgia Department of Transportation for a corridor study along SR 74, from SR 54 in Peachtree City to US 29 in Fairburn. It is a federal-aid project and Fayette County's portion of the local match is from the 2004 Transportation SPLOST, project R-3. A Notice to Proceed for Proposal #1226-P was awarded to POND & Company in May 2017 and they have since completed the Existing Conditions, Needs Assessment and Evaluation phases of the study. They are now in the Recommendations Phase.

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 SR 74 Gateway Coalitions, as well as representatives from GDOT and the ARC, have been integral to the study process.

This presentation is being made to the BOC and the City/Town Councils of Peachtree City, Fairburn and Tyrone to get input from elected officials and the public on the recommendations. A draft report will be available on-line at <http://www.fayettecountyga.gov/transportation-planning/index.htm> from October 22 thru November 26 for public comment. Comments can be sent to pmallon@fayettecountyga.gov.

What action are you seeking from the Board of Commissioners?

Input on the draft recommendations.

If this item requires funding, please describe:

Presentation only, no funding required.

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:



Recommendations Briefing



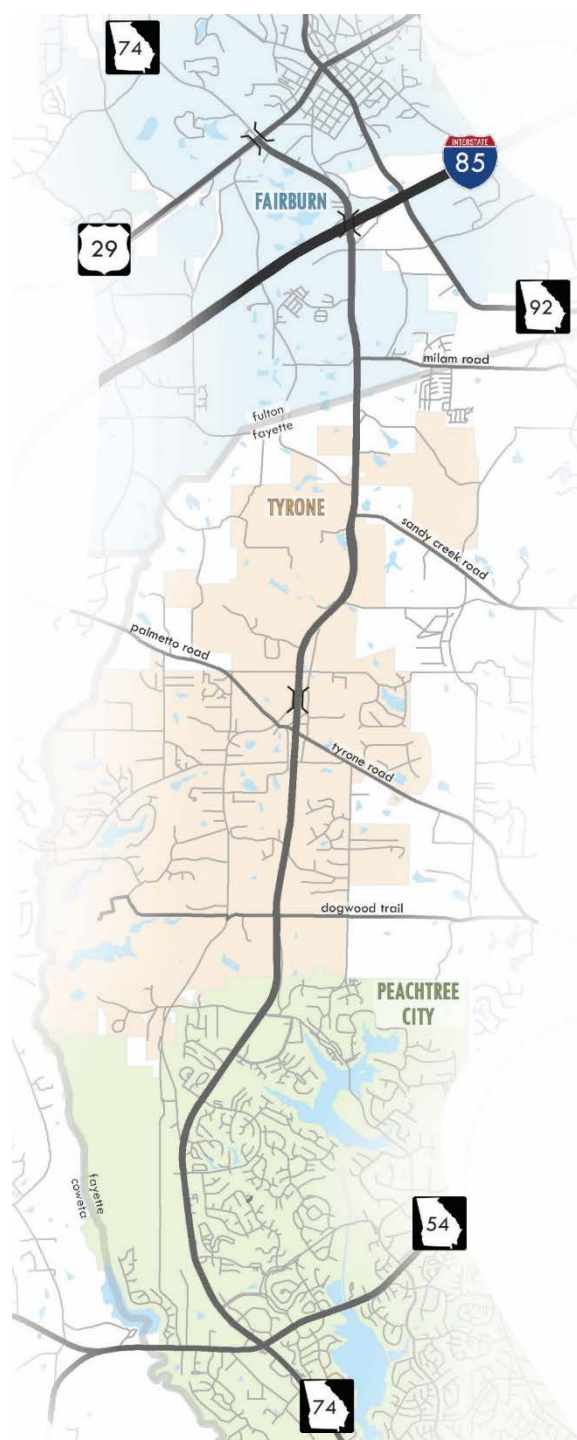
SR 74 COMPREHENSIVE CORRIDOR STUDY





Study Purpose

- Establish a unified vision for the corridor
- Understand long term transportation needs
- Address congestion and future growth needs
- Provide capacity to maintain corridor mobility



SR 74
COMPREHENSIVE CORRIDOR STUDY



Process & Schedule

Summer 2017 Fall 2017 Winter 2018 Spring 2018 Summer 2018

WE ARE HERE!



existing conditions

- ascertain overall vision for corridor
- field inventory and data collection
- review legacy of planning

needs assessment

- confirm overall vision for corridor
- understand likely future conditions
- anticipate corridor needs

evaluation

- develop alternatives
- address existing needs
- address future needs

recommendations

- determine solutions
- prioritize initiatives
- document



SR 74
COMPREHENSIVE CORRIDOR STUDY





Recommendations

- **Vehicle Improvements**
 - Centerpiece: Superstreet Concept
 - Elements include RCUTs, J-Turns, and MUTs
- **Bicycle & Pedestrian Improvements**
 - Centerpiece: Multi-Use Trail on east side of SR 74
 - Elements include grade separated crossings, trail alignment options, and enhanced pedestrian crossings at improved intersections
- **Transit & TDM Improvements**
 - Centerpiece: Park and Ride Lot
 - Elements include route extensions and policies to promote carpool and vanpool options
- **Framework for Consistency**
 - Centerpiece: Framework for suggested common elements when considering greenfield and redevelopment opportunities
 - Elements include standardized concepts for criteria such as signage, access management, parking, and others.



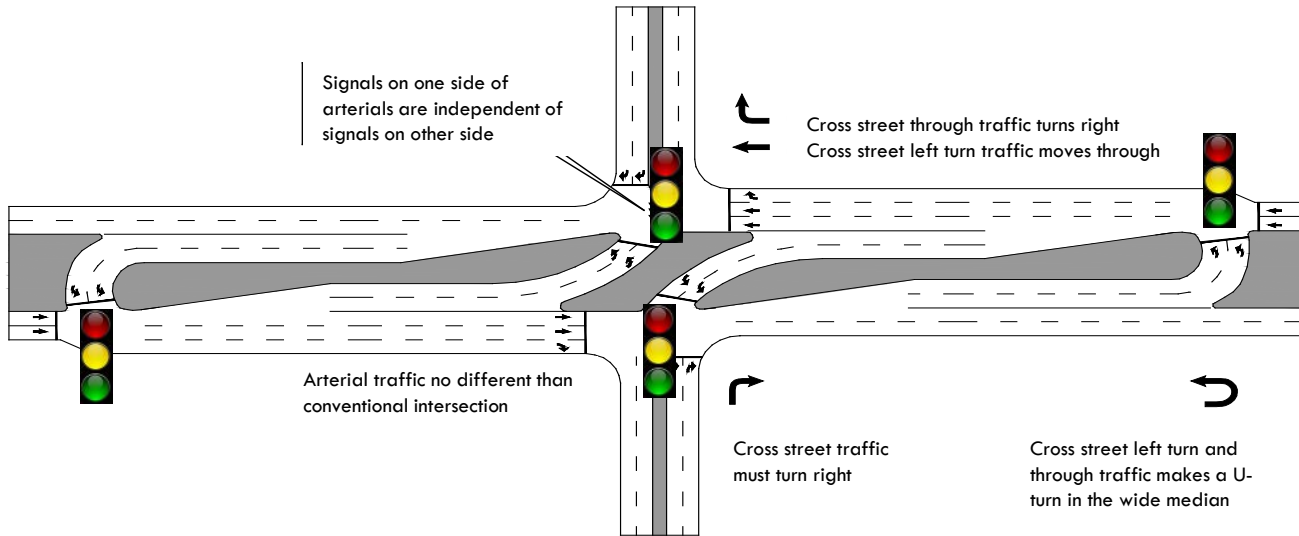
Vehicle Improvements

Superstreets (RCUTs, J-Turns, MUTs)



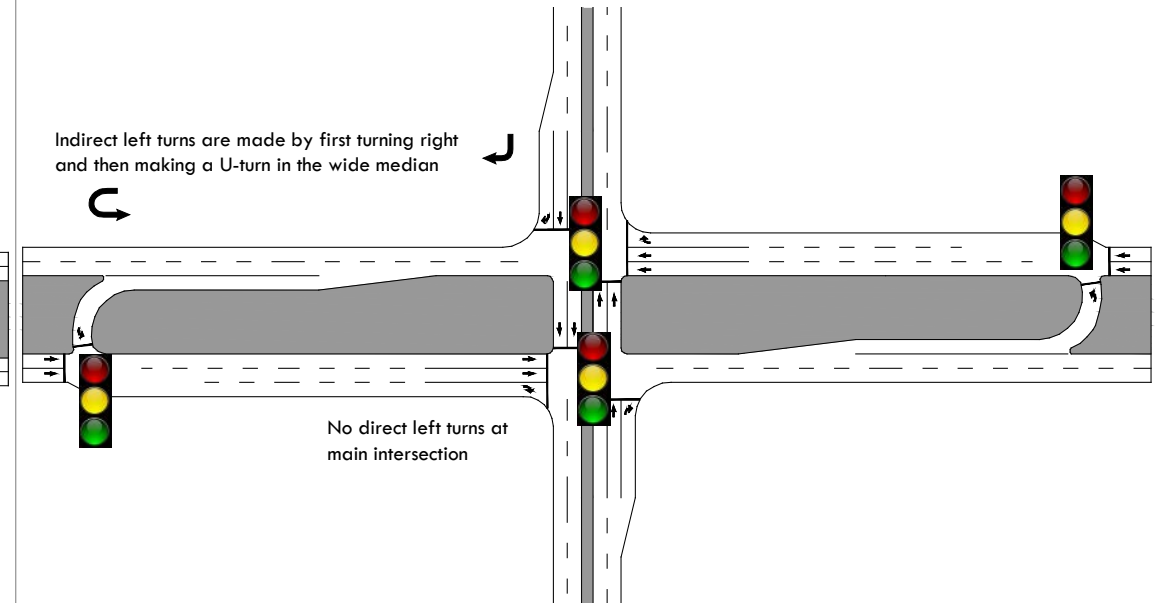
RCUT (Signalized) and J-Turn (Un-Signalized)

- Side street throughs and left turns utilize U-turn
- Mainline traffic no different than conventional intersection



MUT

- All left turns utilize U-turn
- Through traffic no different than conventional intersection



SR 74

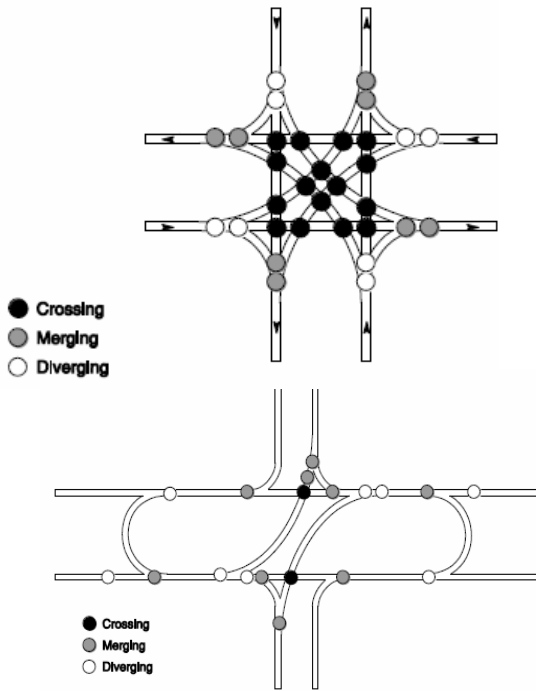
COMPREHENSIVE CORRIDOR STUDY

Vehicle Improvements

Superstreet Benefits - Safety



Reduced intersection conflict points (from 32 to 14)



Summary of Empirical Safety Studies of RCUTs

State	North Carolina	Maryland	Missouri
Number of RCUT intersection sites	13	9	5
Change in total crashes	-27%	-44%	-35%
Change in injury crashes	-51%	-42%	-54%

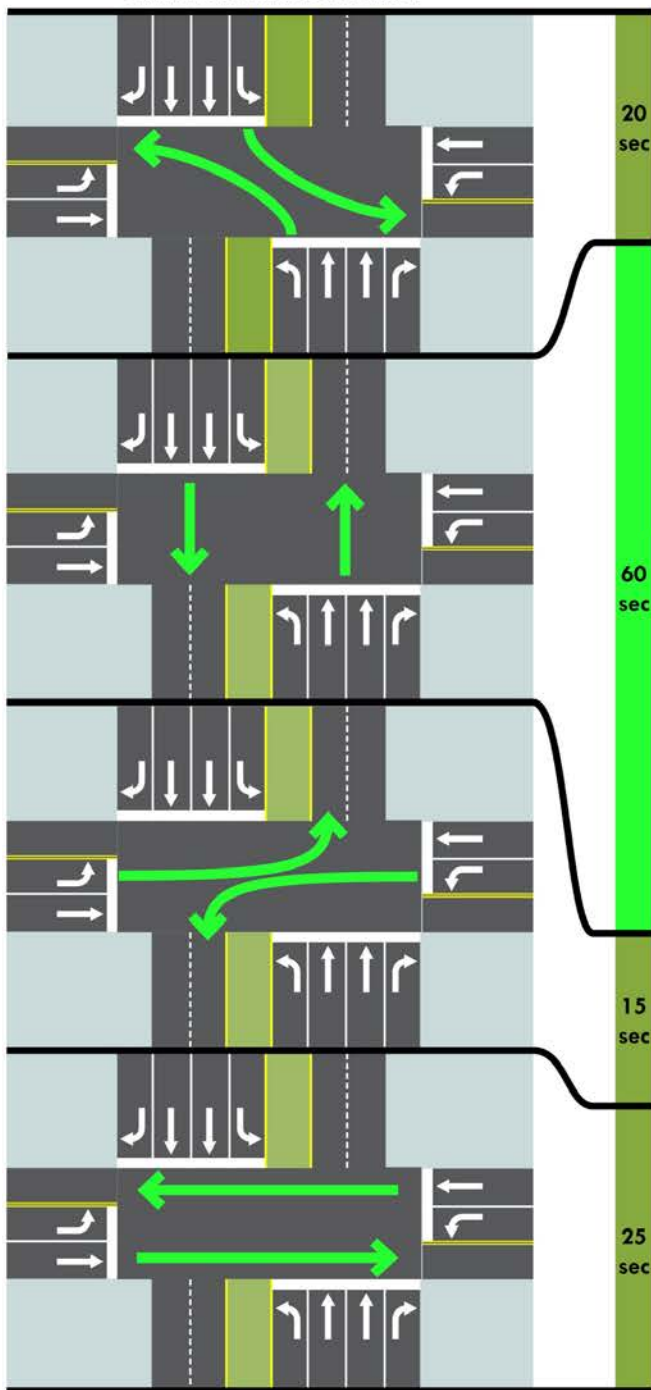
Summary of Empirical Safety Study of J-Turn

Crash Type	Before	After	% Change
Rear End	13	8	-38%
Angle	47	0	-100%
Turning	32	10	-69%
Sideswipe	8	3	-63%
Injury	56	10	-82%
Fatality	2	1	-50%
Total	100	21	-79%



SR 74
 COMPREHENSIVE CORRIDOR STUDY

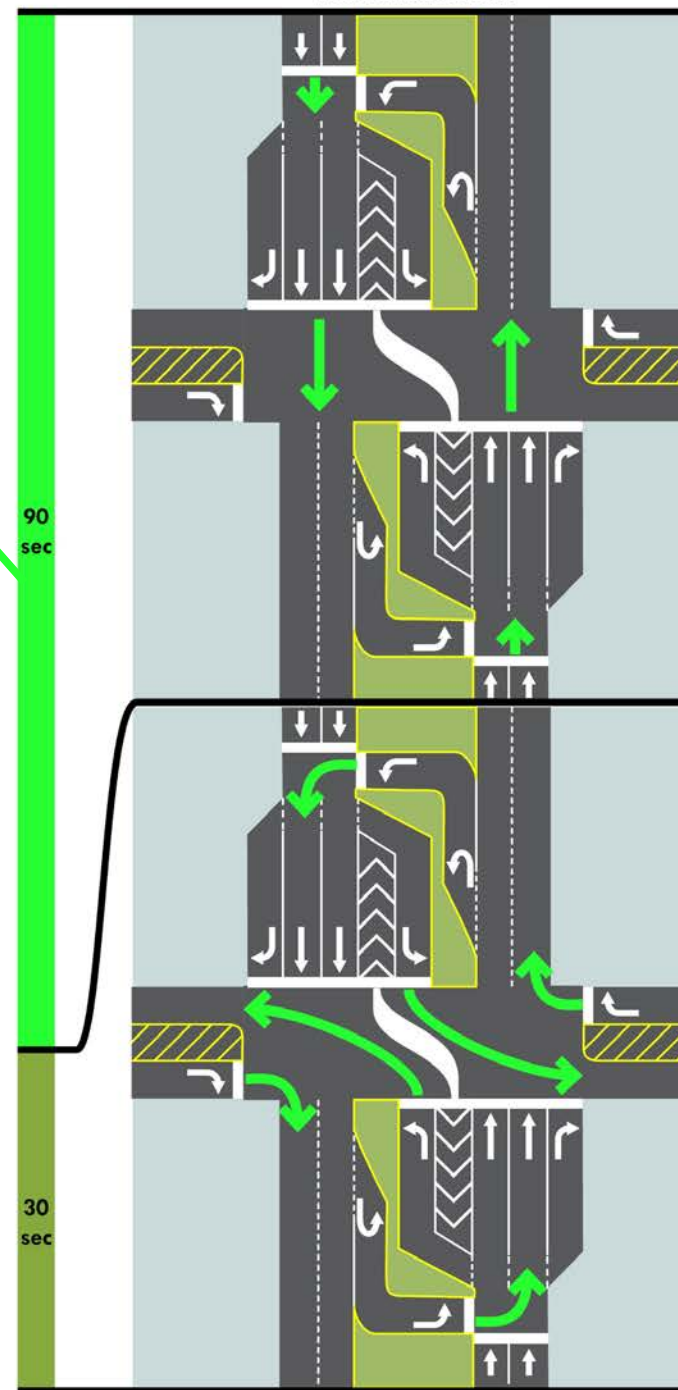
Conventional Intersection



When converted to a Superstreet intersection, the mainline through movement is given more time, making for faster travel along the corridor.

Studies have shown that Superstreets reduce network travel times by 25% to 40% over conventional intersections.

RCUT Intersection



Vehicle Improvements

Superstreet Benefits – Travel Time



US-281 (San Antonio) before and after RCUT intersection installation

Metric	Before RCUT	After RCUT
Southbound travel time (morning rush hour)	23.3 minutes	13.9 minutes
Southbound average speed (morning rush hour)	16 mph	20 mph
Northbound travel time (evening rush hour)	19.2 minutes	12.7 minutes
Northbound average speed (evening rush hour)	19 mph	29 mph
Traffic count (vehicles per day)	60,100 – 74,000	63,600 – 81,500



SR 74

COMPREHENSIVE CORRIDOR STUDY

Vehicle Improvements

Superstreet Benefits – Travel Time



Modeled Improvements on SR 74

Network Totals	2040 AM Peak No-Build	2040 AM Peak Build	Percent Change	2040 PM Peak No-Build	2040 PM Peak Build	Percent Change
Total Delay (hr)	4,113	814	-80%	10,164	2,863	-72%
Number of Stops (#)	65,712	46,840	-29%	173,709	99,748	-43%
Average Speed (mph)	8.0	19.0	+11.0	5.0	13.0	+8.0
Total Travel Time (hr)	5,586	2,309	-59%	12,261	4,992	-59%
Distance Traveled (mi)	44,201	44,847	+1%	62,917	63,830	+1%

Increases in travel distance due to Superstreet geometry offset by significant reductions in overall travel time



SR 74
COMPREHENSIVE CORRIDOR STUDY

Vehicle Improvements

Superstreet Benefits



- Cost savings when compared to widening costs (excluding ROW)
 - Ballpark cost to widen SR 74 to 6 lanes: **\$36 Million** (assuming \$1.5 million a mile)
 - Ballpark cost to for Superstreet Concept on SR 74: **\$18 Million** (assuming 20 superstreet intersections at \$650,000 each and 24 individual crossovers at \$200,000 each)
- Ability to accommodate large trucks through bulbouts
- No impact to Business Owners:

“Business owners along a corridor may fear that access management improvements [such as Superstreets] will disrupt or otherwise negatively impact their businesses, but several studies over many years have dispelled this myth. Studies and surveys of property owners and businesses from North Carolina, Texas, Florida, Minnesota, Kansas, and Iowa, among others, reveal that access management projects do not result in adverse effects, and, in fact, can be beneficial. Importantly, a common factor in achieving this long-term success is early and frequent consultation between the road agency and corridor stakeholders, with special emphasis on the construction phase.” - FHWA Office of Safety (https://safety.fhwa.dot.gov/intersection/other_topics/corridor/cam_exec/)

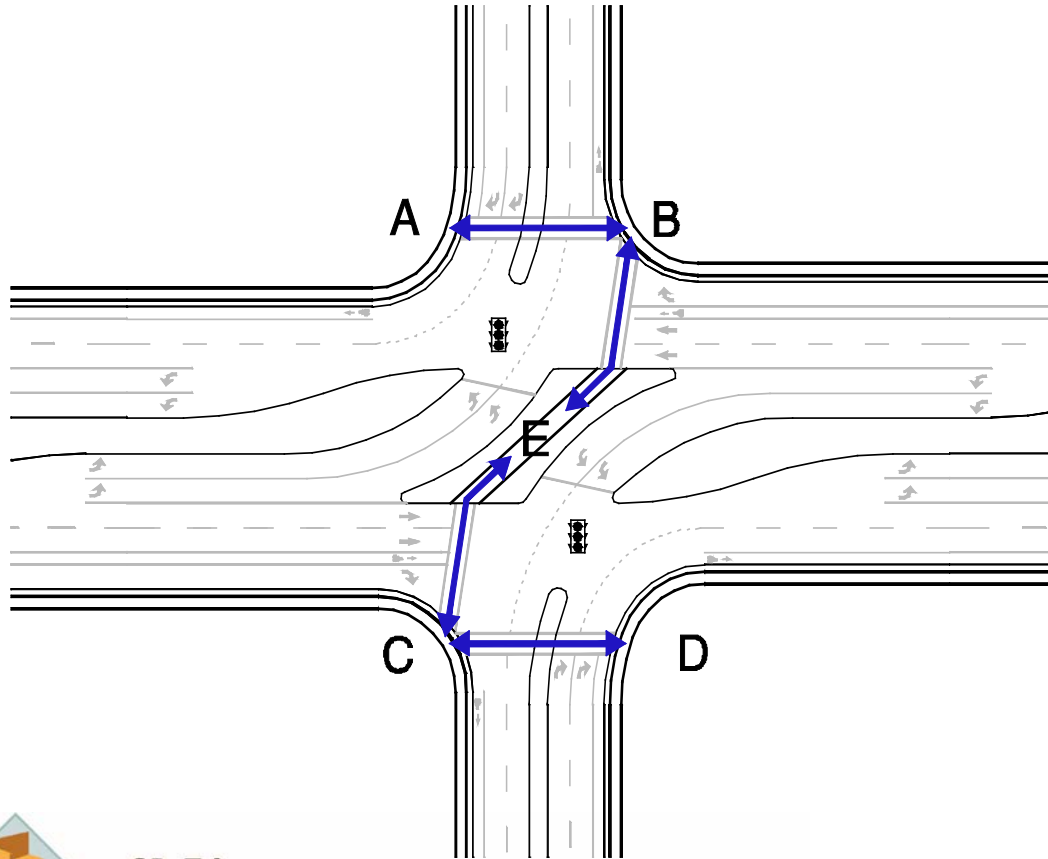
- Benefit to At-Grade Pedestrian and Bicycle Crossings



Bike & Ped Improvements



Superstreet “Z” Pedestrian Crossing



Pedestrian Considerations

- Crossing minor streets (A to B and C to D) are similar to conventional intersections but with reduced conflicts due to the restriction of left turns from the minor street.
- Crossing the major street (B to E and C to E) is accomplished through a crosswalk placed in between the direct left turn movements

Bicyclists Considerations

- Bicycles on major roadway travel in traditional manor but have more green time to pass through and fewer bicycle-vehicle conflict points
- To serve bicyclists on the minor street, there are three options:
 1. Follow pedestrian path
 2. Follow vehicle path
 3. Infrastructure for direct bicycle crossings in gaps in the median



SR 74

COMPREHENSIVE CORRIDOR STUDY

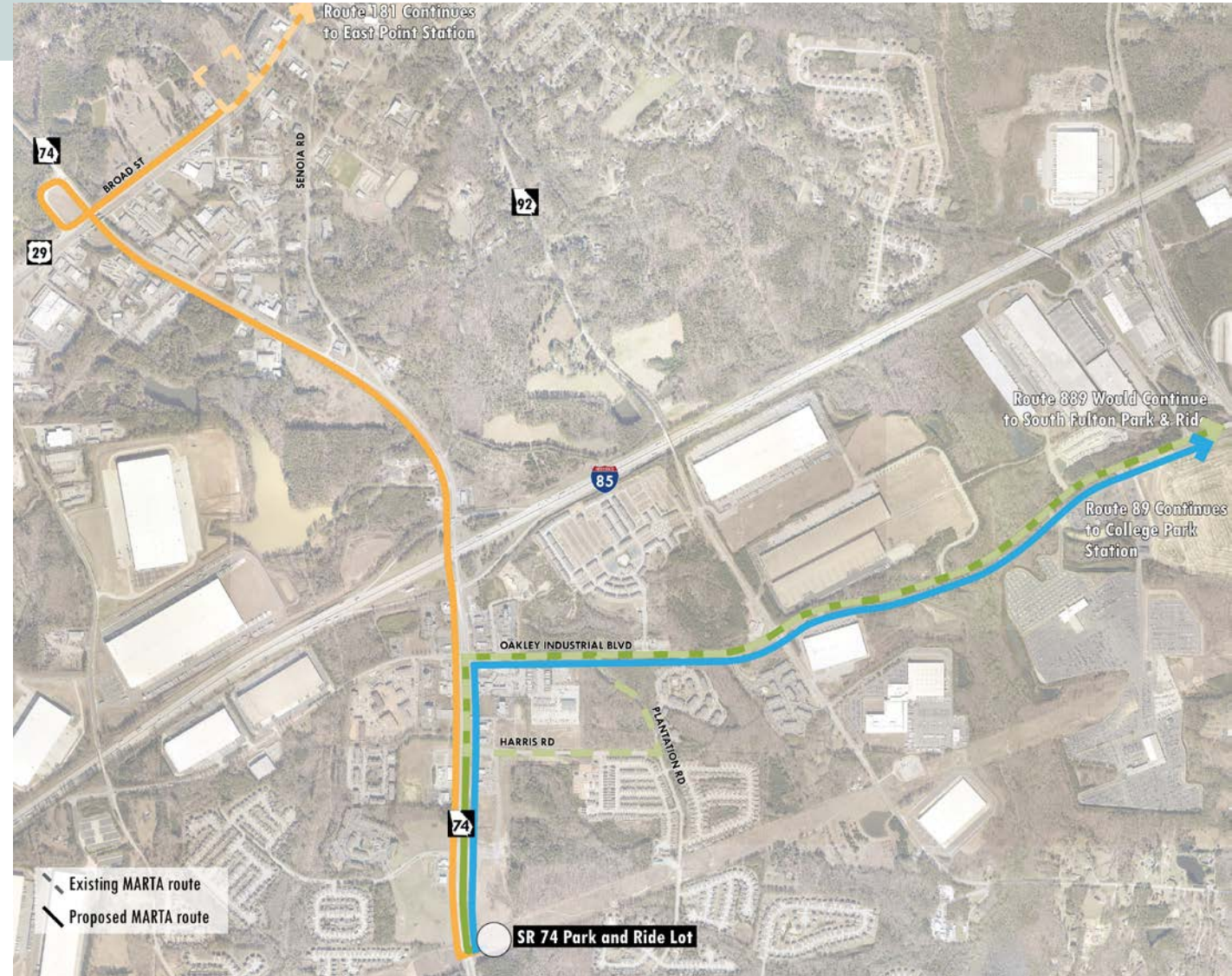


- **Multi-Use Trail on east side of SR 74**
 - **Challenges and Opportunities:**
 - Easement opportunities parallel to corridor
 - However, where easement do not exist, ROW purchases may be necessary
 - Alignment options identified between Park and Ride lot and I-85
- **Grade Separations at key nodal locations in Fairburn, Tyrone, and Peachtree City**

Transit & TDM Improvements



- Promote the New Park and Ride Lot and Carpooling Options
- Promote and Incentivize the Use of Vanpool Services
- Implement Workplace Commute Options
- Connect MARTA to the New Park and Ride Lot



Framework for Corridor Consistency



Considerations for elements that the SR 74 communities should consider with greenfield and redevelopment initiatives in order to achieve a consistent look and feel on the corridor. Mechanisms to implement include a multi-jurisdictional overlay or individual refinements to City development codes. Considerations include:

- Access Management
- Block Area and Length
- Front Setback & Greenspace
- Parking
- Sidewalk Standards
- Signage

**Uniform, shared
ground signage**

**Buildings oriented towards SR
74 and the multi-use path**

**At least 50% of parking provided
to the side or rear of buildings**

**Limited access, using
shared driveways**



**Multi-use path provided within
a landscaped buffer/screen**



Next Steps

- Draft Corridor Plan provided to Project Team Members for internal review October 15
- Briefings to Peachtree City, Tyrone, Fairburn, and Fayette County
- 35 Day Public Comment Period (10/22-11/26)
- Final report anticipated by end of CY

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Discussion regarding government enforcement related to dog attacks; specifically, the protocol for handling dog attacks and whether the county ordinance conflicts with state law.

Background/History/Details:

This item is being brought before the Board for discussion at the request of Commissioner Steve Brown.

What action are you seeking from the Board of Commissioners?

Discussion regarding government enforcement related to dog attacks; specifically, the protocol for handling dog attacks and whether the county ordinance conflicts with state law.

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:

Sec. 6-62. - Confinement of dogs or other animals.

- (a) The rabies control officer will maintain enforcement of all regulations pertaining to confinement of dogs or other animals.
- (b) The owner of any dog or other animal as defined in this section shall confine or cause to be confined such dog or animal as herein prescribed:
 - (1) A dog or other animal, whether vaccinated or not, which has bitten a person (or other animal) shall be confined for a period of ten days following the date of the bite.
 - (2) A dog or other animal, whether vaccinated or not, having signs suggestive of rabies shall be confined and in isolation until its death or until its freedom from suspicion of having rabies is established and its release is authorized by the director.
 - (3) A dog or other animal not vaccinated and bitten by a known or suspected rabid animal shall be immediately destroyed; if the owner is unwilling to destroy the exposed animal, strict isolation of the animal in an approved kennel for six months shall be enforced. One month prior to release, the dog shall be vaccinated according to prescribed methods.
 - (4) Any dog or other animal, the rabies vaccination of which is current as evidenced by the certificate of vaccination, which is bitten by a known or suspected rabid animal may be revaccinated, confined in an approved manner for 60 days, and then released if no signs of rabies are evident.
 - (5) Every dog or cat, whether vaccinated or not, in a quarantined area shall be kept confined to the owner's or custodian's premises during the entire quarantine period, unless other provisions suitable to the board are made.
 - (6) Any dog or cat less than three months old may be confined to the owner's premises or kept on leash, provided such permission is granted by the rabies control office.
 - (7) Any dog or cat brought into the county for a permanent stay from outside the county shall be confined or on a leash until vaccinated as provided by this article; except that, when the owner of such dog or cat produces evidence satisfactory to the director that such dog or cat has been vaccinated in a manner and by procedures comparable to the requirements of this article, a certificate of vaccination and a vaccination tag may be issued for the current vaccination year.
 - (8) Any dog or cat brought into the county on temporary stay not exceeding 14 days shall be confined or on a leash at all times; except that, if the owner or custodian of such dog or cat submits evidence to the director that such dog or cat has been vaccinated in a manner and by procedures comparable to the requirements of this article, the director may waive the requirement that the dog or cat be confined or on a leash.

(Ord. No. 2014-17, § 1, 10-23-2014)

State Law reference— Animal bites, O.C.G.A. § 31-19-4

Sec. 6-63. - Confinement area facility.

The area or facility to which any dog or animal is confined in compliance with the provisions of this article shall be subject to the approval of the director. The confinement area or facility may include either a pound, a kennel, an animal hospital, or other place which provides:

- (1) Construction and management which will keep the animal dry and clean and prevent its escape.
- (2) A method and procedure for the identification of the animal and the recording of the date of its admission to the area or facility.

- (3) Assurance that the animal will have safe and adequate water and food.
- (4) Adequate space for the animal's exercise.
- (5) Protection against excessive heat and cold.
- (6) Space, cages, pens, and other necessary equipment to isolate the animal for its protection against injury and infectious disease.


(Ord. No. 2014-17, § 1, 10-23-2014)

State Law reference— Confinement of certain animals, O.C.G.A. § 31-19-4.

Administrator's Report: A



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
 www.fayettecountyga.gov

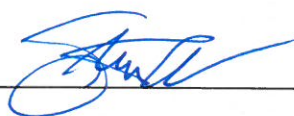
To: Steve Rapson
 From: Ted L. Burgess 
 Date: September 20, 2018
 Subject: Contract #1221-P: Water System Engineer of Record
 Task Order #FC-19-10: Landfill Compliance Monitoring

CH2M currently serves as the Water System Engineer of Record. This task order will authorize them to perform the tasks necessary to fulfill Georgia Environmental Protection Division (EPD) requirements for the semi-annual groundwater sampling events, and the quarterly methane monitoring and landfill inspection events.

Specifics of the proposed Task Order are as follows:

Contract Name	1221-P: Water System Engineer of Record	
Task Order	FC-19-10: Landfill Compliance Monitoring	
Contractor	CH2M	
Not-to-Exceed Amount	\$61,093.00	
Budget:		
Fund	540	Solid Waste
Org. Code	54040500	Solid Waste & Recycling
Object	521320	Closure / Post Closure Expense
Available	\$66,168.00	As of 9/19/2018

Approved by: _____



Date: _____

9/20/18



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
 www.fayettecountyga.gov

To: Steve Rapson
 From: Ted L. Burgess *TLB*
 Date: September 27, 2018
 Subject: Contract #1577-S: Longview Dam Engineering Services

In an Executive Session on August 24, 2017 the Board of Commissioners authorized Walden, Ashworth & Associates, Inc. to prepare a construction cost estimate for Phillips Lake Dam on Longview Road.

At the meeting of August 9, 2018 the Board approved staff's recommendation to develop plans to upgrade the dam and bring it into compliance with the Georgia Safe Dams Program Category 1 standards, and directed that "staff be permitted to move forward with this in an emergency framework."

The Public Works Department has provided a Scope of Work for a proposed contract with Walden, Ashworth & Associates for needed engineering services. Tasks include:

Design & construction documents	\$49,500.00
Wetlands delineation & permitting	3,500.00
Buffer encroachment variance application	1,500.00
Geotechnical services	35,000.00
Slope stability analysis	<u>23,000.00</u>
Contract Total	<u>\$112,500.00</u>

A Contractor Performance Evaluation is attached for work previously done by Walden, Ashworth, & Associates. Specifics of the proposed contract are as follows:

Contract Name	1577-S: Longview Dam Engineering Services	
Contractor	Walden, Ashworth & Associates, Inc.	
Type of Contract	Professional Services - Engineering	
Total Contract Amount	\$112,500.00	
Budget:		
Fund	322	2017 SPLOST
Org Code	32240320	Stormwater SPLOST
Object	541210	Other Improvements
Project	5509F	Longview Dam – Margaret Phillips Lake
Available	\$209,840.32	As of 9/25/2018

Approved by: *[Signature]* Date: 9/27/18

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Walden, Ashworth, & Associates, Inc.	Contract Number: P869
Mailing Address: 1827 Powers Ferry Rd, Bldg. 17, Suite 200	Contract Description or Title: Emerald Lake Dam Engineering Services
City, St, Zip Code: Atlanta, GA 30339	Contract Term (Dates) From: 2/4/2014 To: Completion
Phone Number: 770-956-7879	Task Order Number: NA
Cell Number: 678-367-5081	Other Reference: NA
E-Mail Address: mlwalden@waldenashworth.com	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule			X		
2. Condition of delivered products		X			
3. Quality of work			X		
4. Adherence to specifications or scope of work		X			
5. Timely, appropriate, & satisfactory problem or complaint resolution		X			
6. Timeliness and accuracy of invoicing			X		
7. Working relationship / interfacing with county staff and citizens		X			
8. Service Call (On-Call) response time					X
9. Adherence to contract budget and schedule			X		
10. Other (specify):					X
11. Overall evaluation of contractor performance		X			

EVALUATED BY

Signature: <i>P. Mallon</i>	Date of Evaluation: <i>9-25-18</i>
Print Name: <i>Phil Mallon</i>	Department/Division: <i>Public Works</i>
Title: <i>Director of Public Works</i>	Telephone No: <i>770-320-6009</i>

