

## BOARD OF COUNTY COMMISSIONERS

Lee Hearn, Chairman  
Edward Gibbons, Vice Chairman  
Eric K. Maxwell  
Charles W. Oddo  
Charles D. Rousseau



## FAYETTE COUNTY, GEORGIA

Steve Rapson, County Administrator  
Dennis A. Davenport, County Attorney  
Tameca P. Smith, County Clerk  
Marlena Edwards, Chief Deputy County Clerk

140 Stonewall Avenue West  
Public Meeting Room  
Fayetteville, GA 30214

## AGENDA

May 25, 2023

5:00 p.m.

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Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month at 5:00 p.m.

Call to Order  
Invocation and Pledge of Allegiance by Chairman Lee Hearn  
Acceptance of Agenda

### **PROCLAMATION/RECOGNITION:**

### **PUBLIC HEARING:**

1. Consideration of Ordinance 2023-02 to amend Chapter 110. ZONING; Article I. - IN GENERAL; Section 110-3. - Definitions. (pages 3-23)
2. Consideration of Ordinance 2023-03 to amend Chapter 110. ZONING; Article III. - GENERAL PROVISIONS; Section 110-79.; Residential accessory structures and their uses; (g) Architectural standards. (pages 24-36)

### **PUBLIC COMMENT:**

*Speakers will be given a five (5) minute maximum time limit to speak before the Board of Commissioners about various topics, issues, and concerns. Speakers must direct comments to the Board. Responses are reserved at the discretion of the Board.*

### **CONSENT AGENDA:**

3. Approval to surplus, for auction or sale, a 2004 EZ-GO EMS Golf Cart, Fleet # 23584, County Asset #21840, and for the funds to be allocated to 61030600. (pages 37-38)
4. Approval to revise Policy 448.17; Employee Referral Incentive Program, as discussed at the May 12, 2023 Board of Commissioners' Retreat to increase the incentive amount from \$250 to \$1,000. (pages 39-42)
5. Approval of the May 11, 2023 Board of Commissioners Meeting Minutes. (pages 43-47)
6. Approval of the May 12, 2023 Board of Commissioners Retreat Minutes. (pages 48-64)

### **OLD BUSINESS:**

### **NEW BUSINESS:**

7. Consideration of a Noise Disturbance Permit for 794 Highway 279 Fayetteville, Georgia. (pages 65-75)

8. Consideration of a Noise Disturbance Permit for 145 Sheffield Ct., Fayetteville, Georgia. (pages 76-85)
9. Request to reappoint Peachtree City Fire/Rescue David Winkles to Position 1 of the Region 4 Emergency Medical Services Advisory Council for a three-year term beginning July 1, 2023 and expiring June 30, 2026. (pages 86-87)
10. Request to appoint Randy Ognio to the Fayette County Transportation Committee, to serve a term beginning April 1, 2023 and expiring March 31, 2026. (pages 88-90)
11. Request to reappoint Elizabeth Morgan to a term beginning July 1, 2023 and expiring June 30, 2026 to the McIntosh Trail Community Service Board. (pages 91-97)
12. Request to award Contract #2226-P-Public Health Building, Construction Manager at Risk to MEJA Construction, Inc. for the initial amount of \$1,190,000, to include General Conditions and General Requirements, Design and the Construction Manager fee to renovate the East Fayette Elementary School building for public health use. (pages 98-101)
13. Request to award Contract #1972-S, Fire Training Facility Project Management Services, Change Order 2, Additional Scope of Work and Timeline Extension, to Morgan Mill Consulting for the not-to-exceed amount of \$60,800. (pages 102-104)
14. Request to award Contract #2165-B Fayette County Tactical Driving Course & Fire Training Ground Clearing, Grading & Paving to McLeRoy, Inc. for \$6,126,092.18 and to transfer \$2,034,182 from Fire Fund Balance and \$871,792 from EMS Fund Balance to CIP Project 193AH. (pages 105-111)
15. Request to award FY 2024 Property & Casualty Insurance coverage in the amount of \$889,654.00 to Association of County Commissioners of Georgia (ACCG). (pages 112-116)
16. Request to renew a contract with Midwest Employers Casualty Company at an annual cost of \$131,1561.00 for a period of one year from July 1, 2023 to June 30, 2024. (pages 117-130)
17. Request to approve an Easement Agreement between the Fayette County Development Authority, Trilith PropCo, LLC and Fayette County. (pages 131-145)
18. Discussion of the Board of Commissioners regarding the closure of Crabapple Lane. (page 146)

**ADMINISTRATOR'S REPORTS:**

**ATTORNEY'S REPORTS:**

**COMMISSIONERS' REPORTS:**

**EXECUTIVE SESSION:**

**ADJOURNMENT:**

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Consideration of Ordinance 2023-02 to amend Chapter 110. ZONING; Article I. - IN GENERAL; Section 110-3. - Definitions.

**Background/History/Details:**

Consideration of the following:

Sec. 110-3. Definitions, to add a definition for 'Building line, front (corner lot).'

Staff recommends approval of the amendment.

At the May 4, 2023, Planning Commission meeting, the Planning Commission recommended approval of this amendment. This amendment was approved 4-0 (Mr. Arnold Martin was absent). A second amendment for the definition of 'drug abuse treatment facility' was tabled until the June 1, 2023, Planning Commission meeting.

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

Approval of Ordinance 2023-02 to amend Chapter 110. ZONING; Article I. - IN GENERAL; Section 110-3. - Definitions.

**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:**



PLANNING COMMISSION

Consideration of Amendments to Chapter 110. Zoning Ordinance, regarding Sec. 110-3. Definitions, is hereby:

*Approval of Boundary Line*  
*TABLE* ~~Rejection of Drug Abuse Treatment Facility~~

Recommended for approval to the BOC \_\_\_\_\_ Recommended for denial to the BOC

Tabled until June 1, 2023

Per the Fayette County Planning Commission on this 4<sup>th</sup> day of May 2023.

*Jim Oliver*  
\_\_\_\_\_  
JIM OLIVER, CHAIRMAN

*John H. Culbreth*  
\_\_\_\_\_  
JOHN H. CULBRETH, SR., VICE-CHAIRMAN

*ABSENT*

\_\_\_\_\_  
ARNOLD L. MARTIN III

*Danny England*  
\_\_\_\_\_  
DANNY ENGLAND

*John J. Kruzan*  
\_\_\_\_\_  
JOHN J. KRUZAN

**Remarks:**

\_\_\_\_\_  
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**BOARD MEMBERS**

Jim Oliver, Chairman  
John H. Culbreth, Sr, Vice-Chairman  
Arnold L. Martin  
Danny England  
John Kruzan

**STAFF**

Deborah L. Bell, Planning and Zoning Director  
Deborah Sims, Zoning Administrator  
Chelsie Boynton, Planning and Zoning Coordinator  
E. Allison Ivey Cox, County Attorney

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**AGENDA**  
**FAYETTE COUNTY PLANNING COMMISSION MEETING**  
**140 STONEWALL AVENUE WEST**  
**May 4, 2023**  
**7:00 pm**

**\*Please turn off or turn to mute all electronic devices during the  
Planning Commission Meetings**

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**NEW BUSINESS**

1. Call to Order.
2. Pledge of Allegiance.
3. Approval of Agenda.

***John Culbreth Sr. made a motion to approve the agenda. Danny England seconded the motion. The motion passed 4-0. Arnold Martin was absent.***

4. Consideration of the Minutes of the meeting held on April 20, 2023.

***Danny England made a motion to approve the Minutes of the meeting held on April 20, 2023. John Kruzan seconded the motion. The motion passed 4-0. Arnold Martin was absent.***

**PUBLIC HEARING**

5. Consideration of Amendments to Chapter 110. Zoning Ordinance, regarding Sec. 110-79. Residential Accessory Structures and their uses.

***Danny England made a motion to recommend approval of amendments to Chapter 110. Zoning Ordinance, regarding Sec. 110-79. Residential Accessory Structures and their uses. John Culbreth Sr. seconded. The motion carried 4-0. Arnold Martin was absent.***

6. Consideration of Amendments to Chapter 110. Zoning Ordinance, regarding Sec. 110-241. Public Hearing.

***Danny England made a motion to recommend approval of Amendments to Chapter 110. Zoning Ordinance, regarding Sec. 110-241. Public Hearing. John Culbreth Sr. seconded the motion. The motion passed 4-0. Arnold Martin was absent.***

7. Consideration of Amendments to Chapter 110. Zoning Ordinance, regarding Sec. 110-292. Public Hearing.

***John Culbreth Sr. made a motion to recommend approval of Amendments to Chapter 110. Zoning Ordinance, regarding Sec. 110-292. Public Hearing. John Kruzan seconded the motion. The motion passed 4-0. Arnold Martin was absent.***

8. Consideration of Amendments to Chapter 110. Zoning Ordinance, regarding Sec. 110-3. Definitions.

***Danny England made a motion to recommend approval of the definition of Building Line, front (corner lot). John Culbreth Sr. seconded the motion. The motion passed 4-0. Arnold Martin was absent.***

***Danny England made a motion to table the definition of Drug Abuse Treatment Center until the June 1<sup>st</sup> meeting. John Culbreth Sr. seconded the motion. The motion passed 4-0. Arnold Martin was absent.***

**FAYETTE COUNTY PLANNING AND ZONING DEPARTMENT**

**140 STONEWALL AVENUE WEST**

**FAYETTEVILLE, GEORGIA 30214**

**(770) 305-5421**

**TO:** Fayette County News  
**FROM:** Dennis King, Fayette County Planning and Zoning  
**DATE:** April 5, 2023  
**SUBJECT:** Amendment to the Fayette County Zoning Ordinance

Fayette County Planning and Zoning Dept.  
140 Stonewall Avenue West  
Suite 202  
Fayetteville, GA 30214

Ad to run: 04/12/23



**Legal Notice Number:**

**NOTICE OF PUBLIC HEARING FOR AN AMENDMENT OF THE FAYETTE COUNTY CODE OF ORDINANCES, CHAPTER 110, ZONING ORDINANCE.**

**PUBLIC HEARING** to be held before the Fayette County Planning Commission on **May 4, 2023**, at **7:00 P.M.**, and before the Fayette County Board of Commissioners on **May 25, 2023**, at **5:00 P.M.**, in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Public Meeting Room, First Floor, Fayetteville, Georgia.

**CONSIDERATION OF AMENDMENTS TO CHAPTER 110. ZONING ORDINANCE, REGARDING SEC. 110-3. DEFINITIONS.**

A copy of the above is available in the office of the Fayette County Planning and Zoning Department, 140 Stonewall Avenue West, Suite 202, Fayetteville, Georgia.

This 12th day of April 2023.

Deborah Bell, Director  
Planning and Zoning

Ad to run: 04/12/23

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### Sec. 110-3. Definitions.

Words and terms not explicitly defined in this chapter shall have the meaning given by common and ordinary use as defined in Webster's New Collegiate Dictionary. The term "shall" is always mandatory while the term "may" is merely discretionary. The following specific definitions shall apply:

*Accessory* means a use or structure customarily incidental and subordinate to the principal use or structure and located on the same lot as such principal use or structure.

*Acquisition of property for a public purpose* means the acquisition of property by an entity with the power of eminent domain.

*Acre, gross*, means a measure of land equal to 43,560 square feet.

*Acre, net*, means a gross acre less: street rights-of-way, both public and private; all land located within the 100-year floodplain; all water/stormwater impoundments; and all lands proposed to be dedicated to a governing authority.

*Adult day care facility* means adult day care facilities shall include any building, or portion thereof, used to house four or more adults requiring care, maintenance, and supervision for part of a day.

*Agriculture* means the raising of soil crops, including forestry and landscape planting materials, and/or livestock in a customary manner on lots of land at least five acres in size, including all associated activities.

*Aircraft* means any machine, whether heavier or lighter than air, used or designated for navigation of, or flight in the air.

*Aircraft hangar* means a fully enclosed structure with operational doors designed to store aircraft and the associated equipment or supplies needed for the operation and maintenance of the aircraft.

*Aircraft landing area* means areas designed for safe landing and departures, including runways and heliports.

*Airplane* means a fixed-winged aircraft that is supported in flight by dynamic reaction of the air against its wings.

*Alteration* means any construction or renovation to an existing structure, other than repair.

*Amphitheater* means an open-air facility primarily used for entertainment purposes, commonly with tiers of seats facing a performance stage.

*Animal* means either a domestic dog (*Canis familiaris*) or domestic cat (*Felis catus*) This term shall not include livestock or household pets (see *Household pet*, see *Livestock*).

*Animal, wild*, includes any species or family or breed (including hybrids) of wild animals listed by the Georgia Department of Natural Resources (DNR) as being wild per O.C.G.A. title 27, ch. 5 (O.C.G.A. § 27-5-1 et seq.).

*Antenna* means a device used to transmit and/or receive radio-frequency signals, microwave signals, or other signals transmitted to or from other antennas.

*Apiary* means a place where honeybees and beehives are kept. (Adopted 7-28-2011)

*Aquaculture* means the hatching, raising, and breeding of fish and/or aquatic plants for food or fiber.

*Art and/or crafts studio* means an establishment where an artist's works are created and sold, where pieces by various artists are displayed for sale in a gallery, where customers purchase then create their own works (canvas, pottery, glass pieces, sculpture, etc.), a studio with classes and/or an art supply store.

*Artist studio* means a structure accommodating the practice of the full spectrum of the arts including, but not limited to: fine arts, visual arts, and performing arts.

*Athletic facility* means an area designated for athletic activity.

*Automobile service station* means a land use where gasoline, oils, greases, batteries, tires, and general automobile accessories may be provided, but where no part of the premises is used for the storage or dismantling of wrecked or junked vehicles.

*Auxiliary structure* means a structure which is allowed incidental and secondary to a residence.

*Bakery* means an establishment engaged in the preparation and production of baked goods for sale and consumption both on and off the premises.

*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.

*Basement* means that portion of a building that is partially or completely below grade as defined and regulated in the International Residential Code.

*Bed and breakfast inn, A-R*, means a bed and breakfast inn allowed as a conditional use in the A-R zoning district.

*Beehive* means a structure intended for the housing of bees.

*Boat house* means a structure built in or over a waterway to house a boat.

*Breezeway* means a roofed, open-sided or screened passageway connecting two structures, such as a house and a garage.

*Buffer* means a portion of a lot which is set aside to provide a separation of uses from abutting lots.

*Building* means any structure having a roof supported by columns or walls and intended for the shelter, housing or enclosure for any person, animal, livestock, process, equipment, goods or property of any kind.

*Building height* means the vertical distance of a building measured from the median height of the basement level or crawl space to the midpoint of the highest roof. The midpoint shall be measured from the ceiling joist of the highest floor level or from where the truss rests on the highest wall for open roof structures. For structures constructed without a basement or crawl space, the measurement will be taken beginning at the ground floor level. (See also section 110-75, Structures Permitted above the Height Limit.)

*Building line, front*, means a line running parallel to the street which touches the nearest point of the principal structure to the street.

*Building line, front (corner lot)*, means, on a corner lot, a line running parallel to the principal structure front, extending the full width of the lot.

*Building, principal*, means a building in which the principal use of the lot is conducted.

*Cabana/pool house* means an open, partially, or totally enclosed structure used in conjunction with a pool or lake/pond, commonly containing a changing area, and/or seating area, and/or a restroom.

*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.

*Card, gift, and/or stationery shop* means an establishment which sells products such as greeting cards, wrapping paper, photo albums, picture frames, items that are suitable as gifts or souvenirs, desktop office products, paper, calendars, pencils, pens, briefcases, and art/graphic supplies.

*Care home* means a convalescent center, nursing home, rest home, home for the aged, assisted living facility, or similar use established and operated on a profit or nonprofit basis to provide lodging and/or meals and/or domiciliary care for aged, infirm, chronically ill, or convalescent persons.



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*Carport, attached*, means a roofed, open-sided motor vehicle shelter, formed by extension of a roof from a building in a residential zoning district.

*Carport, detached*, means a roofed, open-sided motor vehicle shelter.

*Cemetery* means a burial ground.

*Cemetery or burial ground, legal nonconforming*, means an existing cemetery or burial ground established before the effective date of November 13, 1980, or subsequent amendments which fail to comply with the provisions herein. These cemeteries or burial grounds could be active, inactive, or abandoned.

*Check cashing* means an establishment that for compensation engages, in whole or in part, in the business of cashing checks, warrants, drafts, money orders, or other commercial paper serving the same purpose.

*Child care facility* means an agency, organization, or individual providing care for four or more children not related by blood or marriage or not the legal wards of the attendant adult and would include those providers that offer pre-primary, pre-K, and/or kindergarten instruction.

*Child care, in-home*, means a custodial care business, conducted as a home occupation in a residential dwelling, where not more than three children, not related to the operator, are received for temporary care during the day only, whether for compensation, reward, or otherwise, and in full compliance with all applicable state requirements and/or certifications. The children of the owner are not included in the count.

*Church or other place of worship* means a building used for public worship, including, but not limited to: temple, synagogue, pagoda, shrine, cathedral, tabernacle, and mosque/masjid.

*Clapboard siding* means a siding with horizontal boards or the appearance of horizontal boards.

*Clinic* means an establishment where medical or dental patients are admitted for examination and treatment, but where there is no overnight lodging.

*Club or lodge, private*, means all incorporated or unincorporated associations for civic, social, cultural, religious, fraternal, literary, political, recreational, or like activities, operated for the benefit of the members and not open to the general public.

*Common area* means any part of a development that is not part of a building lot and is designated for the common usage of the development. (See *Open space*.)

*Convenience commercial establishment* means an establishment that primarily stocks a range of groceries, snack foods, freshly-prepared foods for on and off-site consumption, and beverages, and may also provide household items, toiletries, tobacco products, newspapers, and the sale of fuel.

*Convenience store* means a small retail establishment that offers convenience goods for sale, such as prepackaged food items, beverages, tobacco, personal care items, and other household goods.

*County engineer* means the official to whom the responsibilities normally associated with this title has been delegated.

*Copy and/or print shop* means an establishment engaged in duplicating and printing services to individuals and businesses.

*Cornice* means a projecting feature surrounding the upper portion of a structure, dividing it horizontally for compositional purposes.

*Covered patio or covered deck, detached*, means an open or partially enclosed structure consisting of a roof with supporting posts/columns commonly containing a seating/dining area, and/or outdoor kitchen, and/or spa/hot tub.

*Cultural facility* means a facility for social, intellectual, artistic and/or scientific exposition such as museums, performing arts theaters, botanical gardens, and zoological parks.

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*Curb cut* means the point at which vehicular access is provided to a lot from an adjoining street.

*Day spa* means an establishment offering massage therapy performed by a licensed massage therapist pursuant to Georgia Massage Therapy Practice Act (O.C.G.A. § 43-24A-1 et seq.) that in addition may also offer beauty care, body treatments, and the retail sales of related products.

*Daylight hours* means that period of time beginning 30 minutes before sunrise and ending 30 minutes after sunset.

*Deer processing facility* means a facility where deer is processed into various cuts of venison.

*Density* means the number of dwelling units per net acre.

*Density, high*, means high density is defined as more than four dwelling units per net acre.

*Density, low*, means low density is one dwelling unit or fewer per two net acres.

*Density, medium*, means medium density is one to three dwelling units per net acre.

*Dog pen/run* means, for the purposes of Section 110-79, pertaining to "Residential accessory structures and their uses," an outside open air enclosure, consisting of 400 square feet or less of space per animal, used for the purpose of containing animals.

*Drive-in* means a retail or service enterprise wherein service is provided to customers who remain in their vehicles.

*Drive-through* means an opening in the wall of a building or structure designed and intended to be used to provide service to customers who remain in their vehicles.

*Drive-up facility* means a structure or device designed and intended to provide service to customers who remain in their vehicles.

*Dwelling* means a building or portion of a building, designed for, or occupied for residential purposes constituting a residence.

*Dwelling, multifamily*, means a dwelling designed for three or more families living independently of each other.

*Dwelling, single-family*, means a detached dwelling designed for a single family.

*Dwelling, townhouse*, means one of a series of three or more attached dwelling units on separate lots which are separated from each other by party wall partitions extending at least from the lowest floor level to the roof.

*Dwelling, two-family*, means a building containing two single-family dwelling units totally separated from each other by an unpierced wall extending from ground to roof.

*Dwelling unit* means any building which contains living facilities, including provisions for sleeping, eating, and sanitation for not more than one family.

*Educational/instructional facility* means a specialized training establishment.

*FAA* means the federal aviation administration.

*Facility* means the area established to serve a particular use or purpose.

*Family* means one or more persons occupying a single dwelling unit, provided that all persons are related by blood or marriage, or are lawful wards, and shall also include a group of persons, not exceeding four, living and cooking together as a single, nonprofit housekeeping unit. The members of said group need not be related by blood or marriage or be lawful wards, where said group is occupying a single dwelling unit.

*Farm* means a lot devoted to the raising of agricultural products and/or livestock.

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*FCC* means the Federal Communications Commission.

*Fence* means structures made of posts, columns, boards, wire, pickets, wrought iron, or rails.

*Financial institution* means any trust company, savings bank, industrial bank, savings and loan association, building and loan association, commercial bank, credit union, federal association, investment company or other business association, which is chartered under federal or state law, solicits, receives or accepts money or its equivalent on deposit and loans money as a regular business.

*Floor area, accessory structure*, means the sum of the horizontal areas of several floors of the structure under roof, excluding any space where the floor-to-ceiling height is less than six feet.

*Floor area, principal structure*, means the area of a dwelling exclusive of unheated space shall be measured from the face of the exterior walls. Unheated space shall include, but not be limited to: attic, basement, garage, carport, patios, and open porches.

*Footprint* means the area of the foundation upon which a structure or building sits and would include the area beneath a supported or cantilevered lean-to attached to the structure or building.

*Foundation* means an in-ground masonry or poured concrete support for a structure.

*Front door* means the main entrance to a residence or building which is normally oriented to a street.

*Funeral services* means the observances, services, or ceremonies held for dead human bodies and includes any service relating to the transportation, embalming, cremation, observances, and interment of a dead human body.

*Gazebo* means a freestanding, circular roofed structure open on all sides, but enclosed by a railing, and used for outdoor seating in residential zoning districts.

*Governing authority* means the county board of commissioners.

*Greenhouse, temporary* means a structure constructed with a metal, plastic or wood framing (bent in a half round or hoop shape in the case of a hoop house), with a plastic sheet or cloth covering that is not mounted on a foundation and used for the purpose of growing or storing plants.

*Greenhouse, permanent* means a structure typically constructed with wood or metal framing and covered by glass or Plexiglas that is mounted on a foundation used for the purpose of growing or storing plants.

*Grocery store* means a retail establishment which primarily sells food and household goods, but is substantially larger and carries a broader range of merchandise than a convenience store.

*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.

*Helicopter* means a rotary winged aircraft that depends principally upon the lift generated by one or more engine-driven rotors rotating on a substantially vertical axis for its primary means of propulsion.

*Heliport* means an area of land, water, or structure used for the sole purpose of landing and takeoff of helicopters.

*Hobby breeder* means a breeder of animals who sells less than 30 animals per year.

*Home occupation* means an occupation operated within a dwelling by residents of the dwelling.

*Horse quarters* means a structure used to house horses in the residential zoning districts.

*Horse stable* means a structure used to house and/or board horses in an A-R zoning district.

*Hospital* means any institution receiving in-patients, providing a staffed 24-hour emergency care facility, and authorized under the state law to render medical, surgical, and/or obstetrical care. The term "hospital" includes a



sanitarium, with an approved certificate of need (CON) from the state health planning agency, for the treatment and care of various forms of mental illness, but shall not include office facilities for the private practice of medicine, dentistry or psychiatry.

*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".

*Household pet* means a household pet shall include rodent pets, such as gerbils, hamsters, mice, rats, and guinea pigs; small mammal pets such as rabbits, hares, and ferrets; avian pets, such as canaries, parakeets, and parrots; reptile pets, such as turtles, lizards and snakes; and aquatic pets, such as tropical fish and frogs that is customarily kept for personal use or enjoyment primarily within a principal residence.

*Industrialized building* means any structure or component thereof which is wholly or in substantial part made, fabricated, formed, or assembled in manufacturing facilities for installation on a nonresidential building site and has been manufactured in such a manner that all parts or processes cannot be inspected at the installation site without disassembly, damage to, or destruction thereof.

*Junk/auto grave yard* means property used for outdoor storage, keeping, abandonment, sale or resale of junk, including scrap metal, rags, paper or other scrap materials, used lumber, salvaged house wrecking and structural steel materials and equipment, or for the dismantling, demolition, or abandonment of automobiles or other vehicles or machinery or parts thereof.

*Junked automobile.* (See *Vehicle, abandoned.*)

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

*Kindergarten.* (See *School, private.*)

*Landscape areas* means a maintained area of grass and/or ornamental planting materials.

*Livestock* means animals including, but not limited to: horses, cattle, goats, sheep, pigs, potbellied pigs, chickens, ducks, geese, mules, rabbits, emu/ostrich, buffalo, chinchilla, fox, mink or other fur-bearing animal, and llamas. This term shall be deemed to specifically exclude animals (See *Animal* and *Household pet.*)

*Loading space* means space logically and conveniently located for pickup and delivery service, scaled to the vehicles expected to be used, and accessible to such vehicles at all times.

*Lot* means a tract of land of varying size which is designated as a single unit of property.

*Lot, corner,* means a lot located at the intersection of two or more streets.

*Lot depth,* means the distance between the front and rear lot lines.

*Lot, flag,* means a lot shaped like a flag on a pole with the pole portion of the lot fronting on a street and the flag portion being where the lot width is met.

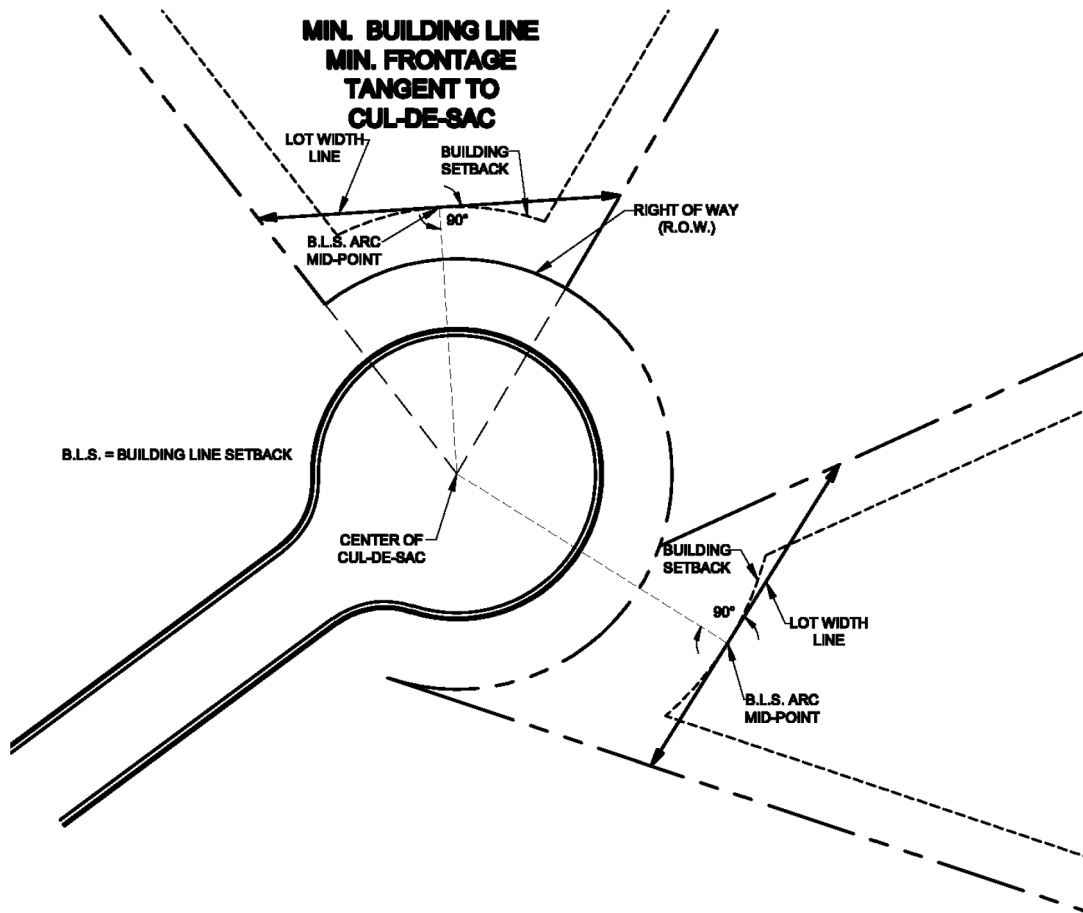
*Lot, interior,* means a lot which has frontage on only one street.

*Lot, landlocked,* means a lot having no frontage on a street.

*Lot, through,* means a lot, other than a corner lot, having frontage on more than one street.

*Lot width* means the required width of a lot as specified by a zoning district.

*Lot width, minimum,* means the minimum distance between side lot lines either measured in a straight line parallel to the street right-of-way or tangent and perpendicular to the mid-point of the right-of-way in the case of the turn around portion of a cul-de-sac along the front minimum building line (see graphic).



*Lot of record* means an area designated as a separate and distinct lot of land on a recorded subdivision plat approved in accordance with chapter 104, article XV subdivision regulations, or in a legally recorded deed.

*Mail services store* means an establishment that provides packaging and mail services (both U.S. Postal and private service), provides mailboxes for lease and retail sale of office and stationery products.

*Manufactured home park* means any lot where two or more manufactured homes are installed for living purposes, including any land or structure used by occupants of manufactured homes on such premises.

*Manufactured home space* means a plot of ground within a manufactured home park designed to accommodate a single manufactured home.

*Manufactured housing* means a structure, transportable in one or more sections, which, in the traveling mode, is 320 or more square feet and which is built on a permanent chassis and is designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities and includes the plumbing, heating, air conditioning, and electrical systems contained therein. For the purposes of this chapter, the term "mobile home" means "manufactured housing" or "manufactured home."

*Massage therapy* means massage therapy performed by a licensed massage therapist pursuant to the Georgia Massage Therapy Practice Act (O.C.G.A. § 43-24A-1 et seq.).

*Mini-storage facility* means storage facilities which are leased to the public.

*Motel.* (See *Hotel.*)

*Mullion* means a heavy vertical or horizontal divider between windows and/or doors.

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*Muntin* means a narrow strip that divides or gives the appearance of individual panes of glass in a traditional sash.

*Museum* means a permanent institution in the service of society and of its development, open to the public, which acquires, conserves, researches, communicates, and exhibits the tangible and intangible heritage of humanity and its environment, for the purpose of education, study, and enjoyment.

*Nonconformance, illegal*, means a lot, use, building, or structure established after the effective date of November 13, 1980, or subsequent amendments which fail to comply with the provisions herein.

*Nonconformance, legal*, means a legally existing lot, use, building or structure which fails to comply with the provisions herein, as of the effective date of November 13, 1980, or as the result of subsequent amendments, or due to the acquisition of property for a public purpose, a rezoning, or a variance.

*Nonemergency medical transport service* means a service licensed by the state under O.C.G.A. title 31, ch. 11, arts. 1—4 (O.C.G.A. § 31-11-1 et seq.) as applicable and as administered by the department of human resources providing prearranged non-emergency medical transport.

*Open space* means land within and related to a development, not individually owned or dedicated for public use, that is designed and intended for the common use or enjoyment of the residents and their guests of the development and may include such complementary structures and improvements as are necessary and appropriate. (See *Common area*.)

*Overlay zone* means a zone that imposes a set of requirements in addition to those set out by the underlying zoning district.

*Parapet wall* means a wall at the edge of a roof.

*Parking garage/lot* means a structure, lot or any portion thereof which is open to the public in which one or more vehicles are housed or kept, not intending exhibition or showroom or storage or cars for sale.

*Parking space* means an area for off-street motor vehicle parking.

*Pavilion* means a freestanding roofed structure generally supported by poles and open on the sides with a permanent foundation that is used for picnic/social gatherings.

*Pay-day loan agency* means an establishment providing loans to individuals in exchange for personal checks as collateral.

*Pawn establishment* means any business that loans money on deposit of personal property and/or a title of ownership.

*Pet rescue* means a nonprofit organization or individual providing temporary welfare, protection, and humane treatment of animals while searching for permanent adoptive homes.

*Pet store* means a retail establishment engaged in the sale of household pets and/or associated accessories and supplies, and may in addition provide grooming and/or training services.

*Planning commission* means the commission to which the responsibilities associated with the planning commission has been delegated.

*Playhouse* means a small house-like structure designed for children to play in.

*Pole barn* means a large structure consisting of a roof supported by poles for the storage of farm products, feed, or the housing of farm animals or farm equipment, in agricultural zoning districts.

*Pool house*. (See *Cabana/pool house*.)

*Porte cochere* means an extension of the roof projecting over a driveway at an entrance of a building and sheltering those getting in or out of vehicles; also called a carriage porch.

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*Principal structure front* means the wall/plane of the principal structure in which the front door is located.

*Public utility facility* means a location of or for public utilities, such as an electric substation or a location where a business organization (as an electric company) performing a public service and subject to special governmental regulation and the public service commission.

*Public water facilities* means mains and service lines owned and operated by the county water system, or, when approved by the county commissioners, a private water system operating under the direct supervision of the department of natural resources.

*Recycling facility* means a facility engaged in the collection, separation, storage and processing (baling, compacting, grinding, or shredding) of household and office type recyclable materials only (aluminum and tin cans, cardboard, glass containers, magazines, newspaper, paper, plastic containers and telephone books) to facilitate the shipment of such materials to an industrial end-user.

*Runway safety area* means a cleared, drained, graded, and stable area symmetrically located about the runway, the dimensions of which include the runway width, and which is suitable for an airplane to overrun should it accidentally veer off the pavement.

*Sales, garage/yard*, includes all sales entitled "garage sale," "lawn sale," "attic sale," "rummage sale," "moving sale," or "estate sale."

*School, private*, means an elementary (kindergarten thru sixth grade that may, in conjunction, provide pre-primary and pre-K instruction), middle or high school, supported with private funds, providing a curriculum that meets state board of education requirements, including schools serving school age children with special needs.

*School, trade/vocational*. (See *Educational/institutional facility*.)

*Service area* means a designated space, generally out-of-doors, utilized for utility areas, storage and pickup, and for the delivery of goods and services to any building or land use.

*Setback* means a required open space on a lot that is left unoccupied by structures and facilities, except as otherwise permitted herein.

*Sewer system, central sanitary*, means collection of sanitary sewage via a pipe network, transportation to a common collection point and treatment to required department of natural resources criteria prior to release.

*Shooting range, indoor*, means an indoor facility for the safe shooting of firearms, including both facilities which are open to the general public or open only to private membership.

*Shooting range, outdoor*, means an outdoor facility for the safe shooting of firearms, including both facilities which are open to the general public or open only to private membership.

*Smoking lounge* means an establishment dedicated, in whole or in part, to the sale and/or smoking of legal substances, including but not limited to, establishments known commonly as cigar stores/lounges, hookah lounges, tobacco clubs, etc.

*Solar farm* means any lot where more than three ground-mounted solar panels exceeding 200 cumulative square feet, or where more than 900 cumulative square feet of ground-mounted solar panels are located.

*Solar panel* means a device consisting of an array of connected solar cells or photovoltaic cells that convert solar energy (light from the sun) into heat or electricity.

*Soundstage* means a room or building used for the shooting of film and video content.

*Special event* means a temporary, short-term event commonly held by a religious, educational, or community organization or a promotional event to attract attention to a place of business.

*Split zoning* means a lot divided by more than one zoning district.

*Stadium, athletic*, means an open-air facility, primarily for the viewing of athletic events, usually with tiers of seats rising around a field or court.

*Story* means the portion of a building, other than a basement, included between the surface of any floor and the surface of the floor next above it.

*Street* means a public or private thoroughfare or road, often paved, used for vehicular access to other streets and/or properties. Streets may be:

- (1) Owned and operated/maintained by the county (i.e., those within a public right-of-way);
- (2) Privately owned but open for public use and maintained by the county (i.e., those within a prescriptive easement); or
- (3) Privately owned and maintained (i.e., a private road) public streets are designated by type on the county thoroughfare plan.

*Street, access*, means a street that provides for access to lots.

*Street, private*, means a street used for access that is not owned or maintained by a governmental agency such as the county, a municipality, the state or federal government.

*Street, public*, means a street that is used for travel by the general public, that is owned or maintained by a governmental agency such as the county, a municipality, the state or federal government.

*Structure* means a combination of materials assembled for use or occupancy, whether installed on, above, or below the surface of land or water. For the purposes of this chapter, structures include, but not limited to: buildings, manufactured homes, towers, recreational courts, and swimming pools, but do not include driveways, signs, septic systems, walls, or fences.

*Subdivision* means all divisions of a lot or land into a minimum of two or more lots.

*Swimming pool screened enclosure* means a structure or part thereof, in whole or in part, self-supporting and having walls of insect screening and a roof of insect screening, commonly made of plastic, aluminum, or similar lightweight material.

*Taxi service* means a service that offers transportation in passenger vehicles to persons in return for remuneration. This does not include charter motor coach service.

*Thoroughfare, major*, means a street designated on the thoroughfare plan as a major arterial, minor arterial, proposed minor arterial, collector, and proposed collector.

*Thoroughfare, minor*, means a street designated on the thoroughfare plan as a county local or internal local.

*Tot lot* means an improved and equipped play area which may consist of swings, slides, sandboxes, climbing apparatus, and/or benches for small children, usually up to elementary school age.

*Tower* means any structure that is designed and constructed primarily for the purpose of supporting one or more antennas, including self-supporting lattice towers, guyed towers, or monopole towers. The term includes radio and television transmission towers, microwave towers, common carrier towers, cellular telephone towers, and alternative tower structures.

*Tower facility* means the area containing a tower, antennas, all accessory equipment cabinets or buildings, and required security fencing, excluding tower anchors. (Amended 5-26-2011)

*Tower height* means when referring to a tower or tower facilities, the distance measured from ground level to the highest point on the tower or other structure, even if said highest point is an antenna (see *building height*.)

*Tower, planned*, means any tower that is in the public hearing procedure, site application review process, site plan revision process, or has been approved, but not yet constructed (see article V of this chapter).

*Tower structure, alternative*, means tower structures designed to diminish, camouflage, or conceal the appearance of antennas or towers including: monopine (man-made pine trees), free standing clock towers, and bell towers, light poles, flag poles, internal antenna towers (a/k/a "slick stick") including cylindrical unicells and/or similar alternative design tower structures.

*Towers and antennas, pre-existing*, means any tower or antenna permitted prior to December 10, 1998.

*Townhouse*. (See *Dwelling, townhouse*.)

*Trailer, temporary* means a vehicle designed for towing, not intended for use as a dwelling, and restricted to such uses as a construction office/storage facility, real estate sales office, and operations office or classrooms pending construction of a permanent facility.

*Training center* means a facility used for business or professional conferences, seminars, and training programs.

*Training facility, indoor*, means a structure used for indoor training.

*Transom* means a horizontal opening over a door or window.

*Tutoring* means the provision of instruction.

*Uses, conditional*, means those uses that are allowed in a particular zoning district, but only under certain specified conditions.

*Uses, permitted*, means those uses that are allowed in a particular zoning district as a matter of right.

*Uses, principal*, means the main purpose for which a lot is intended and for which it may be used.

*Variance* means a modification of the terms of this chapter granted by the zoning board of appeals in accordance with criteria as set forth herein.

*Vehicle, abandoned*, means a vehicle which does not bear a license plate with a current decal affixed thereto, if required, unless said vehicle is stored within a completely enclosed building, stored on a permitted auto sales lot and is in satisfactory operating condition, or stored at a junk yard and/or auto grave yard (see article V of this chapter).

*Vehicle/boat sales* means a business establishment primarily involved in the sale and incidental repair of automobiles, trucks, farm equipment, heavy construction equipment, motorcycles, ATVs, boats/watercraft, recreational vehicles or utility trailers, or other vehicles, excluding manufactured homes.

*Vehicle, business*, means any vehicle used for business purposes, whether or not the owner is a private or governmental entity, except that school buses shall be excluded.

*Vehicle, passenger*, means a wheeled motor vehicle for transporting passengers which is designed to run primarily on roads, principally for the transport of people rather than goods, and shall exclude a charter motor coach.

*Vehicle, recreational*, means a self-propelled or towed vehicle used as a temporary dwelling for travel and recreational purposes.

*Walkway* means a passage to provide walking access, such as walks, paths, and steps.

*Wall* means structures made of masonry or concrete, commonly used as an enclosure for a lot.

*Warehouse* means a building devoted to retention of goods, merchandise, supplies or other materials produced on site or received in shipment for ultimate sale or shipment elsewhere.

*Water distribution system, central*, means mains and service lines owned and operated by the county water system, or when approved by the county commissioners, a private water system operating under the direct supervision of the Department of Natural Resources.



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*Water impoundment* means a body of water confined by a dam, dike, floodgate, or other barrier.

*Wedding/event facility* means a facility where weddings and other events are held.

*Weight, curb*, means the total weight of a vehicle with standard equipment, all necessary operating consumables (e.g., motor oil and coolant), a full tank of fuel, while not loaded with either passengers or cargo.

*Wind farm* means any lot where more than one wind turbine for the purpose of generating electricity is located.

*Wind turbine* means a freestanding alternate energy device which converts wind energy into electrical energy. A windmill shall also be deemed a wind turbine when used in association with an agricultural operation.

*Yard* means a required open space on a lot that is left unoccupied with structures and facilities, except as otherwise permitted herein.

*Yard, front*, means the area between the 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 principal structure front, extending the full width of the lot.

*Yard, rear*, means the area between the rear property line and the rear 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.

*Yard, side*, means the area between the side property line and the side of the principal structure, extending from the front yard to the rear yard or extending from the front yard to the side yard in the case of a corner lot.

*Zoning administrator* means the person who has been designated by the board of commissioners to administer the enforcement of this chapter.

*Zoning board of appeals* means the board to which the responsibilities associated with the zoning board of appeals has been delegated.

(Code 1992, § 20-3-1; Ord. of 5-26-2011; Ord. of 7-28-2011; Ord. No. 2012-09, § 1, 5-24-2012; Ord. No. 2012-13, §§ 1, 2, 12-13-2012; Ord. No. 2013-02, § 1, 4-25-2013; Ord. No. 2013-05, §§ 1, 2, 7-25-2013; Ord. No. 2013-20, § 1, 11-14-2013; Ord. No. 2014-19, § 1, 12-11-2014; Ord. No. 2015-05, § 1, 3-26-2015; Ord. No. 2016-12, § 1, 7-28-2016; Ord. No. 2016-15, § 1, 7-28-2016; Ord. No. 2017-04, § 1, 3-23-2017; Ord. No. 2017-16, § 1, 10-26-17; Ord. No. 2018-03, § 1, 9-22-2018; Ord. No. 2018-11, § 1, 10-25-2018; Ord. No. 2021-06, § 1, 3-25-2021; Ord. No. 2021-09, § 1, 5-27-2021)

**STATE OF GEORGIA**

**FAYETTE COUNTY**

**ORDINANCE**

**NO. 2023-\_\_\_\_\_**

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR FAYETTE COUNTY, GEORGIA; TO ADD A DEFINITION FOR BUILDING LINE, FRONT (CORNER LOT); 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 THE DEFINITION OF BUILDING LINE, FRONT (CORNER LOT), BE AMENDED AS FOLLOWS:**

**Section 1.** By adding a new definition in Section 110-3 of Article I of Chapter 110, with said definition to be inserted alphabetically as appropriate and to be read as follows:

*Building line, front (corner lot)*, means, on a corner lot, a line running parallel to the principal structure front, extending the full width of the lot.

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

**(SIGNATURES ON FOLLOWING PAGE)**

**SO ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

BOARD OF COMMISSIONERS OF  
FAYETTE COUNTY

(SEAL)

By: \_\_\_\_\_  
Lee Hearn, Chairman

ATTEST:

\_\_\_\_\_

Tameca P. Smith, 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 2023-03 to amend Chapter 110. ZONING; Article III. - GENERAL PROVISIONS; Section 110-79.; Residential accessory structures and their uses; (g) Architectural standards.

**Background/History/Details:**

Consideration of the following:

Sec. 110-79.(g)-Residential accessory structures and their uses - to delete the requirement for architectural standards for residential accessory structures.

Staff recommends approval of the amendment.

At the May 4, 2023, Planning Commission meeting, the Planning Commission recommended approval of this amendment. This amendment was approved 4-0 (Mr. Arnold Martin was absent).

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

Approval of Ordinance 2023-03 to amend Chapter 110. ZONING; Article III. - GENERAL PROVISIONS; Section 110-79.; Residential accessory structures and their uses; (g) Architectural standards.

**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

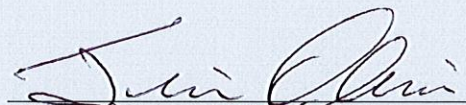
**Staff Notes:**

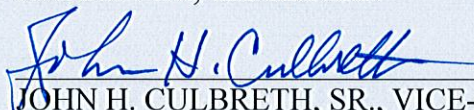
**PLANNING COMMISSION**

Consideration of Amendments to Chapter 110. Zoning Ordinance, regarding Sec. 110-79. Residential Accessory Structures and their uses, is hereby:

Recommended for approval to the BOC \_\_\_\_\_ Recommended for denial to the BOC  
\_\_\_\_\_ Tabled until \_\_\_\_\_

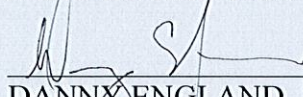
Per the Fayette County Planning Commission on this 4<sup>th</sup> day of May 2023.

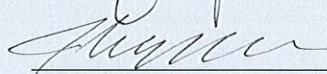
  
\_\_\_\_\_  
JIM OLIVER, CHAIRMAN

  
\_\_\_\_\_  
JOHN H. CULBRETH, SR., VICE-CHAIRMAN

ABSENT

\_\_\_\_\_  
ARNOLD L. MARTIN, III

  
\_\_\_\_\_  
DANNY ENGLAND

  
\_\_\_\_\_  
JOHN J. KRUZAN

**Remarks:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**BOARD MEMBERS**

Jim Oliver, Chairman  
John H. Culbreth, Sr, Vice-Chairman  
Arnold L. Martin  
Danny England  
John Kruzan

**STAFF**

Deborah L. Bell, Planning and Zoning Director  
Deborah Sims, Zoning Administrator  
Chelsie Boynton, Planning and Zoning Coordinator  
E. Allison Ivey Cox, County Attorney

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**AGENDA**  
**FAYETTE COUNTY PLANNING COMMISSION MEETING**  
**140 STONEWALL AVENUE WEST**  
**May 4, 2023**  
**7:00 pm**

**\*Please turn off or turn to mute all electronic devices during the  
Planning Commission Meetings**

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**NEW BUSINESS**

1. Call to Order.
2. Pledge of Allegiance.
3. Approval of Agenda.

***John Culbreth Sr. made a motion to approve the agenda. Danny England seconded the motion. The motion passed 4-0. Arnold Martin was absent.***

4. Consideration of the Minutes of the meeting held on April 20, 2023.

***Danny England made a motion to approve the Minutes of the meeting held on April 20, 2023. John Kruzan seconded the motion. The motion passed 4-0. Arnold Martin was absent.***

**PUBLIC HEARING**

5. Consideration of Amendments to Chapter 110. Zoning Ordinance, regarding Sec. 110-79. Residential Accessory Structures and their uses.

***Danny England made a motion to recommend approval of amendments to Chapter 110. Zoning Ordinance, regarding Sec. 110-79. Residential Accessory Structures and their uses. John Culbreth Sr. seconded. The motion carried 4-0. Arnold Martin was absent.***

6. Consideration of Amendments to Chapter 110. Zoning Ordinance, regarding Sec. 110-241. Public Hearing.



***Danny England made a motion to recommend approval of Amendments to Chapter 110. Zoning Ordinance, regarding Sec. 110-241. Public Hearing. John Culbreth Sr. seconded the motion. The motion passed 4-0. Arnold Martin was absent.***

7. Consideration of Amendments to Chapter 110. Zoning Ordinance, regarding Sec. 110-292. Public Hearing.

***John Culbreth Sr. made a motion to recommend approval of Amendments to Chapter 110. Zoning Ordinance, regarding Sec. 110-292. Public Hearing. John Kruzan seconded the motion. The motion passed 4-0. Arnold Martin was absent.***

8. Consideration of Amendments to Chapter 110. Zoning Ordinance, regarding Sec. 110-3. Definitions.

***Danny England made a motion to recommend approval of the definition of Building Line, front (corner lot). John Culbreth Sr. seconded the motion. The motion passed 4-0. Arnold Martin was absent.***

***Danny England made a motion to table the definition of Drug Abuse Treatment Center until the June 1<sup>st</sup> meeting. John Culbreth Sr. seconded the motion. The motion passed 4-0. Arnold Martin was absent.***

**FAYETTE COUNTY PLANNING AND ZONING DEPARTMENT**

**140 STONEWALL AVENUE WEST**

**FAYETTEVILLE, GEORGIA 30214**

**(770) 305-5421**

**TO:** Fayette County News  
**FROM:** Dennis King, Fayette County Planning and Zoning  
**DATE:** April 5, 2023  
**SUBJECT:** Amendment to the Fayette County Zoning Ordinance

Fayette County Planning and Zoning Dept.  
140 Stonewall Avenue West  
Suite 202  
Fayetteville, GA 30214

Ad to run: 04/12/23

**Legal Notice Number:**

**NOTICE OF PUBLIC HEARING FOR AN AMENDMENT OF THE FAYETTE COUNTY CODE OF ORDINANCES, CHAPTER 110. ZONING ORDINANCE.**

**PUBLIC HEARING** to be held before the Fayette County Planning Commission on **May 4, 2023**, at **7:00 P.M.**, and before the Fayette County Board of Commissioners on **May 25, 2023**, at **5:00 P.M.**, in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Public Meeting Room, First Floor, Fayetteville, Georgia.

**CONSIDERATION OF AMENDMENTS TO CHAPTER 110. ZONING ORDINANCE, REGARDING SEC. 110-79. RESIDENTIAL ACCESSORY STRUCTURES AND THEIR USES.**

A copy of the above is available in the office of the Fayette County Planning and Zoning Department, 140 Stonewall Avenue West, Suite 202, Fayetteville, Georgia.

This 12th day of April 2023.

Deborah Bell, Director  
Planning and Zoning

Ad to run: 04/12/23

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**Sec. 110-79. Residential accessory structures and their uses.**

- (a) The following residential accessory structures are permitted in A-R, all residential zoning districts and properties regulated under section 110-169, pertaining to "Conditional use approval—Single-family residence and residential accessory structures and/or uses."
- (1) Well/pump house;
  - (2) Guesthouse;
  - (3) Greenhouse, permanent or temporary (see (n) temporary greenhouse);
  - (4) Swimming pool, hot tub, pool deck, pool equipment enclosure structure, and pool screen enclosure;
  - (5) Garage;
  - (6) Recreational court;
  - (7) Gazebo;
  - (8) Cabana/pool house, boat house, detached covered patio, and detached covered deck;
  - (9) Storage building;
  - (10) Carport;
  - (11) Solar panel (ground-mounted);
  - (12) Wind turbine/windmill (ground-mounted);
  - (13) Aircraft hangar, detached (see article V of this chapter);
  - (14) Dog house and dog pen/run;
  - (15) Playhouse/treehouse;
  - (16) Outdoor kitchen and/or fireplace;
  - (17) Patio; and
  - (18) Underground storm shelter.

These regulations shall not apply to farm outbuildings, including horse stables, auxiliary structures, and commercial greenhouses as regulated under section 110-125, pertaining to "A-R, Agricultural-Residential District," and section 110-169, pertaining to "Conditional use approval," of this chapter. A semi-trailer/box truck utilized as a farm outbuilding as regulated under section 110-125, pertaining to "A-R, Agricultural-Residential District," and horse quarters, as regulated under section 110-169, pertaining to "Conditional use approval." These regulations shall not apply to structures associated with nonresidential uses allowed in A-R and residential zoning districts.

- (b) *Structure limitations.* Construction of a residential accessory structure shall occur concurrently with or after the construction of the principal structure. Residential accessory structures shall not be used as dwelling units or for lodging purposes, except a guesthouse.
- (c) *Number and size.* The number and size of residential accessory structures shall conform to the requirements described herein.
- (1) Residential accessory structures shall be limited to one of the following options:
    - a. Two residential accessory structures, per individual lot, that shall not exceed a combined total footprint of 1,800 square feet or three residential accessory structures, per individual lot, that shall not exceed a combined total footprint of 3,600 square feet on a lot with a minimum of five acres. One of these residential accessory structures may include up to 700 square feet of heated

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and finished floor area to be utilized as a guesthouse. A residential accessory structure combined with a guesthouse, under this option, shall be deemed as one residential accessory structure;

- b. One residential accessory structure, per individual lot, footprint not to exceed 1,800 square feet. This residential accessory structure may include up to 700 square feet of heated and finished floor area to be utilized as a guesthouse. A residential accessory structure combined with a guesthouse, under this option, shall be deemed as one residential accessory structure; or
  - c. One residential accessory structure, per individual lot with a minimum of five acres, footprint not to exceed 3,600 square feet. This residential accessory structure may include up to 700 square feet of heated and finished floor area to be utilized as a guesthouse. A residential accessory structure combined with a guesthouse, under this option, shall be deemed as one residential accessory structure.
- (2) At least 50 percent of the square footage of a residential accessory structure building shall be fully enclosed, except as otherwise provided herein. Said enclosed area shall be surrounded by connecting adjacent walls constructed of solid materials attached to the foundation and roof.
- (3) A well/pump house, pool equipment enclosure structure, dog house, or playhouse/treehouse consisting of 70 square feet or less; dog pen/run; swimming pool, hot tub, or recreational court; aircraft hangar, farm outbuilding, greenhouse, horse stable, or auxiliary structure or one semi-trailer/box truck (as regulated under section 110-125, pertaining to "A-R, Agricultural-Residential District," and section 110-169, pertaining to "Conditional use approval"); ground/pole-mounted solar panel consisting of less than 200 square feet or ground-mounted wind turbine/windmill; uncovered outdoor kitchen, fireplace; patio; underground storm shelter; horse quarters (as regulated under section 110-169, pertaining to "Conditional use approval"), temporary greenhouse (see (o) below), or beehive shall not be included in determining the number of residential accessory structures provided herein.
- (d) *Location on lot.* Residential accessory structures shall conform to the dimensional requirements within each zoning district. A well/pump house of 70 square feet or less may be located within the setbacks.
- (e) *Residential accessory structures located in a front yard.* On a single frontage lot, the area between the street and the front building line shall be treated as a front yard with regard to the location of residential accessory structures. On a corner lot, the area between the streets and the front building lines shall be treated as a primary front yard or secondary front yard(s) with regard to the location of residential accessory structures. On a through lot, only the area between the street from which the lot is accessed and the front building line shall be treated as a front yard with regard to the location of residential accessory structures.

No residential accessory structure shall be located in a front yard except: a well/pump house consisting of 70 square feet or less; a detached garage on a single frontage lot, a through lot or in the primary front yard of a corner lot (see subsection (1) of this section for requirements); a residential accessory structure in a secondary front yard of a corner lot (see subsection (2) of this section for requirements); or a residential accessory structure on a lot in the A-R zoning district which consists of five or more acres.

- (1) *Detached garage located in the front yard of a single frontage lot, a through lot, or a primary front yard on a corner lot.* Said detached garage shall meet the following requirements:
- a. The detached garage shall not be located more than 35 feet from the principal structure.
  - b. The design of the detached garage shall match with the general residential architectural style inherent in the existing principal structure, including, but not limited, to: roof pitch, roof facade, facade, residential windows, and residential doors. Elevation drawings denoting compliance with these requirements shall be submitted as part of the building permit application.
  - c. The detached garage shall have at least one opening for vehicular access.
-

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- d. The detached garage shall be connected to the principal structure by at least one of the following, and elevation drawings denoting compliance with the following requirements shall be submitted as part of the building permit application:
1. *An attached or detached breezeway.* Said breezeway shall be a minimum of six feet in width and a minimum of eight feet in height (interior measurement). A detached breezeway shall be constructed within six inches of the principal structure and the detached garage;
  2. *An attached raised deck.* Said attached raised deck shall be a minimum height of 15 inches. The deck shall have a minimum width of six feet. Said deck shall have guard rails measuring a minimum of three feet in height; or
  3. *An attached or detached pergola.* Said pergola shall consist of parallel colonnades supporting an open roof of beams and crossing rafters, shall be a minimum of six feet in width and a minimum of eight feet in height (interior measurement). A detached pergola shall be constructed within six inches of the principal structure and the detached garage.
- (2) Residential accessory structure located in the secondary front yard of a corner lot. When a residential accessory structure is located in a secondary front yard adjacent to a street that is designated as an Internal Local the required setback shall be increased by 20 feet.
- (f) *Guesthouses.* Only one guesthouse is allowed per individual lot (see also subparagraph w. of section 110-169(2)). Any living area included in a residential accessory structure is a guesthouse. A guesthouse shall not be used as tenant space. A guesthouse shall not exceed 700 square feet of heated and finished floor area.
- ~~(g) *Architectural standards.* All residential accessory structures of 200 square feet or greater, except a detached garage located in the front yard, shall be constructed in a residential character consisting of a facade of fiber-cement siding, wood siding, wood textured vinyl siding, brick/brick veneer, rock, stone, cast stone, stucco, or synthetic stucco, or finished/baked enamel aluminum/metal siding which establishes a horizontal pattern. These standards shall not apply to an addition to an existing residential accessory structure that is nonconforming in terms of these standards. Any addition to an existing nonconforming residential accessory structure shall match the architectural design of the existing nonconforming residential accessory structure. Elevation drawing denoting compliance shall be submitted as part of the building permit application.~~
- (g) *Reserved.*
- (h) *Temporary accessory storage.* Portable on-demand storage units are only allowed on a temporary basis and only in conjunction with an ongoing a renovation project for the purpose of storage of household items for a period not to exceed one year. Portable on-demand storage units are defined as any container, storage unit, or other portable structure, other than a residential accessory structure, complying with this Section, used to store household items. Only two portable on-demand storage units are allowed per lot.
- (i) *Carport.* The carport shall be used to house motor vehicles and trailers only. Carports shall be constructed of the same material or types of material as the principal structure on the property, or of metal.
- (j) *Cabana/pool house, boat house, detached covered patio, and detached covered deck.* The cabana, detached covered patio, and detached covered deck may contain an outdoor kitchen, fireplace, spa/hot tub, bathroom/changing room, and/or pool pump/filter but shall not be utilized as a carport, garage, storage building, open storage, or living area. Said structures shall, at a minimum, consist of a roof with supporting posts/columns, not to exceed one story, and comply with the architectural standards for a residential accessory structure of 200 square feet or greater.
- (k) *Swimming pool, pool deck, pool equipment enclosure, and pool screened enclosure.* The pool deck, pool equipment enclosure, and pool screened enclosure shall comply with the required setbacks. A pool screen enclosure shall be constructed with insect screening commonly made of plastic, aluminum, or similar lightweight material and shall be exempt from the architectural requirements herein.
-

- (l) *Solar panels (ground-mounted)*. Ground-mounted solar panels shall be limited to three per lot, the total cumulative square footage of ground-mounted solar panels shall not exceed 900 square feet, shall not exceed ten feet in height, shall comply with the required setbacks, and shall comply with the location of an accessory structure/use. Ground-mounted solar panels consisting of 200 cumulative square feet or less shall not count toward the number of accessory structures/uses. Ground-mounted solar panels consisting of more than 200 cumulative square feet up to a maximum of 900 cumulative square feet shall be counted as one accessory structure/use.
- (m) *Wind turbines/windmill (ground-mounted)*. Wind turbines/windmills shall not exceed 70 feet in height. The setbacks shall be equal to the height of the wind turbine, including the blades, or the applicable zoning district setbacks, whichever are greater. Each lot is limited to one ground-mounted wind turbine/windmill. The ground-mounted wind turbine/windmill shall not count toward the number of accessory structures/uses. All anchors for guyed towers shall meet the setbacks for the applicable zoning districts.
- (n) *Nonconformance*. All residential accessory structures or uses which had a building permit issued prior to January 24, 2008, are legally nonconforming and shall be allowed to be maintained and rebuilt to current size and in the existing location. All residential accessory structures or uses permitted after January 24, 2008, shall comply with the current requirements.
- (o) *Temporary greenhouse*. Temporary greenhouses shall not exceed ten feet in height. Each lot is limited to one temporary greenhouse. The side yard setback shall be a minimum of 30 feet or the minimum side yard setback of the applicable zoning district, whichever is greater, and the rear yard setback shall be a minimum of 50 feet or the minimum rear yard setback of the applicable zoning district, whichever is greater. The maximum square footage for temporary greenhouses shall be as follows:

Acreage	Square Feet
< 2	600
2 to < 3	800
3 to < 4	1,000
4 to < 5	1,200
5 or greater	2,400

Temporary greenhouses shall be maintained in good condition and the covering shall not be torn and tattered. Temporary greenhouses shall only be used for the purpose of growing or storing plants. Temporary greenhouses shall be exempt from subsections (c)(2) and subsection (g) of this section. Greenhouses built in the A-R zoning district as regulated under article V of this chapter shall be exempt from these requirements.

A temporary greenhouse permit will be required for all temporary greenhouses prior to construction. Scaled drawings shall be submitted to the planning and zoning department which shall include, but not be limited to: temporary greenhouse elevations including height and total square footage and location on the lot including the distance from the property lines.

(Code 1992, § 20-5-20; Ord. No. 2012-09, § 3, 5-24-2012; Ord. No. 2012-13, § 3, 12-13-2012; Ord. No. 2013-07, § 1, 7-25-2013; Ord. No. 2014-19, §§ 2—5, 12-11-2014; Ord. No. 2017-16, §§ 2—4, 10-26-2017; Ord. No. 2018-03, § 8, 9-22-2018; Ord. No. 2020-02, § 2, 5-28-2020)



**STATE OF GEORGIA**

**FAYETTE COUNTY**

**ORDINANCE**

**NO. 2023-\_\_\_\_\_**

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR FAYETTE COUNTY, GEORGIA; TO REVISE PROVISIONS PROVIDING FOR ARCHITECTURAL STANDARDS FOR RESIDENTIAL ACCESSORY STRUCTURES; 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 ARCHITECTURAL STANDARDS FOR RESIDENTIAL ACCESSORY STRUCTURES, BE AMENDED AS FOLLOWS:**

**Section 1.** By deleting subsection (g) pertaining to “Architectural standards,” from Section 110-79 pertaining to “Residential Accessory structures and their uses” from Article III of Chapter 110, pertaining to “Zoning Code”, in its entirety and inserting in lieu thereof an entirely new subsection (g) in Section 110-79 of Article III of Chapter 110, pertaining to “Zoning Code”, to be read as follows:

**(g). - Reserved.**

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

**(SIGNATURES ON FOLLOWING PAGE)**

**SO ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**BOARD OF COMMISSIONERS OF  
FAYETTE COUNTY**

(SEAL)

By: \_\_\_\_\_  
Lee Hearn, Chairman

ATTEST:

\_\_\_\_\_

Tameca P. White, County Clerk

Approved as to form:

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County Attorney

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval to surplus, for auction or sale, a 2004 EZ-GO EMS Golf Cart, Fleet # 23584, County Asset #21840, and for the funds to be allocated to 61030600.

**Background/History/Details:**

This 2004 gas-powered EMS Golf Cart was purchased by Fire & Emergency Services to provide EMS stand-by at sporting and community events. It has exceeded its serviceable life, and a new electric-powered EMS Golf Cart has replaced it, through a donation from the Fayette Fire Foundation, at the approval of the Board of Commissioners on November 28, 2022.

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

Approval to surplus, for auction or sale, a 2004 EZ-GO EMS Golf Cart, Fleet # 23584, County Asset #21840, and for the funds to be allocated to 61030600.

**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:**

Fayette County  
Fixed Asset Change Form

Page 38  
Originating Department Fire  
Date 04/13/2023

Qty	Description	Manufacturer	Model	Serial / VIN	Inventory Tag #	Code: Acquisition Or Disposal	Current Unit Value Over \$1000? (Y/N)	I.S. (Prep for Disposition only)	B&G Disposition Code
1	Golf Cart	Moto Electric Vehicles	ENB-3PEMS	1G9AE41G0PPA493164	64883	AP	Y		
1	Golf Cart	EZ GO	TXTG	2228516	56278	DS	N		

Acquisition Codes:  
AP – Purchase  
AD – Donation  
AC – Confiscated  
AO – Other acquisition\*

Disposition Codes:  
\*\* DS – To surplus for auction, sale or trade  
DD – To B&G for disposal: recycle, landfill or other  
DT – Transfer to \_\_\_\_\_  
DO – Other disposition\*

B&G Disposition Codes:  
BS – Stored for auction or sale  
BD - Discarded  
BO – Other disposition\*

\*\*If the item is to be sold, you must complete and attach the Supplemental Information Form for sale of assets.

\*Comments ASSET #21840

Department Signature



<b>WORK ORDER #</b>	<b>DATE STORED</b>	<b>LOCATION STORED</b>

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval to revise Policy 448.17; Employee Referral Incentive Program, as discussed at the May 12, 2023 Board of Commissioners' Retreat to increase the incentive amount from \$250 to \$1,000.

**Background/History/Details:**

Fayette County is constantly seeking exceptional employees to join our workforce. Current employees can be an effective recruitment tool as they know firsthand the benefits of working for the County. Full-time and part-time employees who recruit another full-time or part-time employee are eligible to receive the incentive. Once the candidate has applied for a position with the County, that applicant cannot be recommended or referred by another employee. Currently, a \$250 gift card is awarded to the referring employee once the new employee has been hired and has completed thirty (30) days of employment with the County.

During discussions at the May 12, 2023 retreat, the Board expressed interest in increasing the \$250 gift card amount to a \$1,000 gift card to promote recruitment among staff. The proposed redline policy provides the changes to the gift card amount from \$250 to \$1,000.

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

Approval to revise Policy 448.17; Employee Referral Incentive Program, as discussed at the May 12, 2023 Board of Commissioners' Retreat to increase the incentive amount from \$250 to \$1,000.

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

The FY2024 Budget will include funding of \$18,000 in the Human Resources' budget under Technical Services.

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 POLICIES AND PROCEDURES

### HR-GENERAL EMPLOYEE POLICIES Employee Referral Incentive Program 448.17

#### PURPOSE

This document defines the Employee Referral Incentive Program and the guidelines and rules under which it will operate.

#### POLICY

Fayette County is constantly seeking exceptional employees to join our workforce. Current employees can be an effective recruitment tool as they know firsthand the benefits of working for the County. Employees who refer a person, who is hired by the County, may be eligible to receive a ~~\$250~~ \$1,000 Referral Award.

#### PROCEDURE

##### Requirements

Employees must email Human Resources or forward, through their department, the recommended person's name **prior to the person applying for an opening with the County**. Human Resources will then require the referring employee to complete an Employee Referral Form. Once the candidate has applied for a position with the County, that applicant cannot be recommended or referred by another employee.

##### Eligibility

Full-time and part-time employees who recruit another full-time or part-time employee are eligible to receive the incentive. The following employees are not eligible for the incentive:

- County Administrator, Contract Employees, Division Directors, Department Heads and Assistant Department Heads;
- Elected Officials;
- Employees of Human Resources and any employees in a position that is considered to be a conflict of interest by the County Administrator and the Director of Human Resources;
- Any employee who participates in the hiring/selection process (interviews, checks references, backgrounds, etc.); and
- Any current employee who recruits an immediate family member regardless of the department the new employee is hired into.

Note that the following do not qualify as recruitment under this program:

1. A current part-time employee who becomes a full-time employee.
2. A volunteer who becomes an employee.
3. An individual who has a prior association with the County (contract, temp through an agency, prior employee, etc.) who becomes an employee.

##### Amount of Referral Award and Distribution

If the program guidelines are satisfied, the referring employee will be eligible for a total of ~~\$250~~ \$1,000 per referral. ~~A \$250 gift card~~ Gift cards totaling \$1,000 will be awarded to the referring employee once the

BOC Approval: ~~05-09-2019~~ 05-25-2023



**FAYETTE COUNTY  
POLICIES AND PROCEDURES**

**HR-GENERAL EMPLOYEE POLICIES  
Employee Referral Incentive Program  
448.17**

new employee has been hired and has completed thirty (30) days of employment with the County. The referring employee must be on active payroll when the gift card is awarded.

Should the referring employee or the new employee leaves or is terminated from the County before the new employee successfully completes thirty (30) days of employment with the County, the referring employee will not be entitled to the Referral Award.

**FAYETTE COUNTY  
POLICIES AND PROCEDURES**

**HR-GENERAL EMPLOYEE POLICIES  
Employee Referral Incentive Program  
448.17**

**Employee Referral Form**

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

Recommended Candidate's Name: \_\_\_\_\_

Position Recommended For: \_\_\_\_\_

**Note that if the recommended candidate is a relative of yours that you are not eligible for the Referral Award.**

Is the candidate you are recommending a relative of yours? Yes  No

Why are you recommending this candidate for employment with Fayette County?

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

Thank you for this referral. If this candidate is hired by the County and successfully completes thirty (30) days of employment, you will then become eligible to receive the ~~\$250~~\$1,000 Referral Award. You must be on active payroll when the Referral Award is presented.

BOC Approval: ~~05-09-2019~~05-25-2023

**BOARD OF COUNTY COMMISSIONERS**

Lee Hearn, Chairman  
 Edward Gibbons, Vice Chairman  
 Eric K. Maxwell  
 Charles W. Oddo  
 Charles D. Rousseau

**FAYETTE COUNTY, GEORGIA**

Steve Rapson, County Administrator  
 Dennis A. Davenport, County Attorney  
 Tameca P. Smith, County Clerk  
 Marlena Edwards, Chief Deputy County Clerk

140 Stonewall Avenue West  
 Public Meeting Room  
 Fayetteville, GA 30214

**MINUTES**

May 11, 2023

5:00 p.m.

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month at 5:00 p.m.

**Call to Order**

Chairman Lee Hearn called the May 11, 2023 Board of Commissioners meeting to order at 5:08 p.m. A quorum of the Board was 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 Gibbons moved to approve the agenda as written. Commissioner Oddo seconded. The motion passed 5-0.

**PROCLAMATION/RECOGNITION:****1. Proclamation in recognition of Drinking Water Week 2023; May 7-13, 2023.**

In recognition of Drinking Water Week 2023, Water System Director Vanessa Tigert recognized her team acknowledging their dedication and hard work for the residents and citizens of Fayette County. Ms. Tigert read the Drinking Water Week 2023 proclamation which highlighted that fact that Drinking Water Week was an opportunity for Fayette citizens to learn how important clean, safe water was in their daily lives, its role to help protect the public health and the environment, and how critical the work of water professionals was to deliver quality tap water while bolstering resilience for water in the future.

**PUBLIC HEARING:****PUBLIC COMMENT:**

The following citizens made comments in reference to the closure of the cart path at Crabapple Lane: David Moles, Michael Villarreal, Skip Schaper, Christine Lewis, Michael Acosta, and John Cheatham.

Residents expressed their frustration, concern, and disappointment regarding the closure of Crabapple Lane. Residents reiterated concerns for the lack of access and inconvenience regarding the road closure. Residents request Board assistance in having Crabapple Lane reopened.

Chairman Hearn stated that he and Vice Chairman Gibbons had reached out and met with Peachtree City officials prior to the road closure. He stated that at this meeting they 'begged' them not to close the road but if they did decide to close the road, they asked that it be done in an appropriate way with a cul-de-sac added and with adequate planning and/or notice. Chairman Hearn

stated that the Board had reached out to Peachtree City officials and petitioned to have the road reopened. He noted that he understood the concerns and complaints, but the Board was doing everything they could regarding this issue.

Vice Chairman Gibbons stated that as the commissioner in the Peachtree City district he wanted citizens to know that he was adamantly against the Crabapple Lane closure. He added that the Board did not have the authority to tell Peachtree City Council and Mayor what to do. Vice Chairman Gibbons suggested that citizens should also reach out to Peachtree City officials and relay their frustrations and concerns regarding this road closure. Vice Chairman Gibbons stated that this closure disrupted connectivity in the county which he was sympathetic to and concerned about.

The following citizens made comments in reference to proposed Rick Ross car show: Bobby Ferrell, Michael Copeland, John Jones, and J.P. Batey.

Residents continued to express their concerns regarding traffic control/safety, accessibility for emergency transportation, and felt that this event would disrupt their quality of life. Residents reiterated their request for the car show to be held at a different location more suitable for an event of this magnitude. Residents asked for Board support and help in resolving this issue related to the car show and suggested that the Board file an injunction of the event.

Commissioner Maxwell regarding the Crabapple Lane issue stated that he agreed that the road should not have been closed. He stated that he sent an email with the Mayor of Peachtree City copied stating that he was tired of the discussion of this road closure and was ready to move forward to finish this conversation even if it meant filing a lawsuit. Commissioner Maxwell stated that he wanted this topic to be placed on a future Board calendar so a solution could be reached. He stated that he would not be making a motion today but was gathering information. He stated that he greatly appreciated the citizens who came out to voice their concerns. He stated that he would be requesting that this item be discussed in executive session to seek advise from the County Attorney. He stated that he had concerns about how this closure could set the precedent for other golf cart path closures. Commissioner Maxwell reiterated that the County did not close Crabapple Lane and were in objection to it being closed. He asked to have this item added to the May 25, 2023 agenda for discussion.

Commissioner Maxwell moved on to respond to comments regarding the Rick Ross Car and Bike Show.

Commissioner Maxwell moved to file an injunction to stop the car and bike show event. Commissioner Rousseau seconded.

Commissioner Rousseau thanked residents who were in attendance and those who attended previous meetings regarding this event for their vigilance and efforts in trying to maintain the quality and integrity of this community. Commissioner Rousseau stated that he had been advised by the County Attorney that a legal filing had been issued regarding this event as a result he would be limited to what could be openly discussed. With that being said, he stated that he was inclined to amend the motion to include denial of the noise ordinance. Commissioner Rousseau stated that the noise permit which was vetted for approval by the Board unlike some of the other administrative functions that staff was charged with overseeing as a part of the day-to-day operations.

Vice Chairman Gibbons stated that he was also advised by the County Attorney regarding potential pending litigation as a result he was not prepared to make any additional comments. He added that he was also not prepared to approve an injunction without being advised by the County Attorney first.

Chairman Hearn stated that he agreed with Vice Chairman Gibbons and stated that he felt it would be prudent to receive counsel from the County Attorney regarding the pending litigation first.

Commissioner Oddo stated that he agreed with the comments of his colleagues. He added that this was not the moment to be voting on this injunction.

Commissioner Maxwell moved to file an injunction to stop the car and bike show event. Commissioner Rousseau seconded. The motion failed 2-3, with Chairman Hearn, Vice Chairman Gibbons, and Commissioner Oddo voting in opposition.

Commissioner Maxwell motioned to direct the County Administrator to deny the conditional use permit. Commissioner Rousseau seconded.

Commissioner Rousseau stated that during his review of this event he read over a few documents that indicated that the Fayette County Chief Marshal recommended that the noise permit be denied. Commissioner Rousseau stated that based on that recommendation he felt the Board should heed the professional opinion. With this in mind, he would support this motion.

Vice Chairman Gibbons and Commissioner Oddo reiterated their previous comments.

Commissioner Maxwell motioned to direct the County Administrator to deny the conditional use permit. Commissioner Rousseau seconded. The motion failed 2-3, with Chairman Hearn, Vice Chairman Gibbons, and Commissioner Oddo voting in opposition.

Commissioner Rousseau motion to deny the noise permit. Commissioner Maxwell second.

County Attorney Dennis Davenport stated that this was a topic that came to the attention of County relatively recently. He continued that when reviewing the County code, he advised the County Administrator to have this placed on the next meeting agenda for review. He noted that as it was written, the Board was the approving body for noise permits according to the code.

Commissioner Rousseau stated that this issue caused him concern because based on the ordinance, the Chief Marshal was charged with conducting an evaluation within 30-days of the application and subsequently present it before the Board for review and approval. He continued that we were outside of the 30-day window and as a result, he felt it should not be approved. He noted that the proposed concert feature would exacerbate the situation in addition to the traffic and emergency access. Commissioner Rousseau stated that denying the noise permit could help limit the additional individuals who may attend or flock to the area for the concert. He reiterated that the Board was the approving or denying body for the noise permits.

Vice Chairman Gibbons reiterated his position stating that he was not for, or against any of the motions. He stated that he was not prepared to support any motion until he had been properly advised by the County Attorney.

Commissioner Oddo stated he was not prepared to vote on anything without backup and supporting information for him to review, analyze, and digest before making a qualified decision.

Chairman Hearn stated that he concurred with those statements. And added that he would like to get input from the County Attorney first then revisit this discussion. He advised the residents of the area that he heard their concerns and recognized their frustration.

Commissioner Rousseau motion to deny the noise permit. Commissioner Maxwell second. The motion failed 2-3, with Chairman Hearn, Vice Chairman Gibbons, and Commissioner Oddo voting in opposition.

### **CONSENT AGENDA:**

Commissioner Oddo moved to approve the Consent Agenda. Chairman Hearn seconded. The motion passed 5-0.

2. **Approval of Resolution 2023-04 to adopt the Fayette County 2022 Annual Report on Fire Services Impact Fees (FY2022), including Comprehensive Plan amendments for updates to the Capital Improvements Element and Short-Term Work Program (FY2023-FY2027).**
3. **Approval of the April 25, 2023 Board of Commissioners Meeting Minutes.**

**OLD BUSINESS:**  
**NEW BUSINESS:**

**4. Request to approve the Ebenezer Church Road (2017 SPLOST 17TAN) First Amendment to the approved Temporary Construction Easement to support the project realignment.**

Public Works Director Phil Mallon stated that this request was an agreement that supported the on-going construction of the Ebenezer Church Road realignment project. He added that the Board approved this project in April 2022 and entered into a temporary construction easement with the property owner to allow for construction of the realigned road. Mr. Mallon stated that an extension to the easement was needed for completion of the project.

Vice Chairman Gibbons moved to approve the Ebenezer Church Road (2017 SPLOST 17TAN) First Amendment to the approved Temporary Construction Easement to support the project realignment. Commissioner Odd seconded. The motion passed 5-0.

**5. Request to acquire additional permanent easements for utility construction and maintenance at the proposed roundabout at the intersection of Redwine Road, Bernhard Road, and Peachtree Parkway (2017 SPLOST 17TAL), and to reallocate \$12,000 from 17TAG to 17TAL to cover the anticipated additional easement costs.**

Mr. Mallon stated that this request was for construction of a roundabout at the intersection of Redwine Road, Bernhard Road, and Peachtree Parkway. Mr. Mallon stated that months prior, the Board authorized acquisition of right-of-way for the project. He continued that the project was now under construction. During construction a utility conflict was identified that had not been adequately addressed during design. Mr. Mallon state that two areas were identified as needing permanent easement rather than temporary easement. The change would facilitate utility relocation.

Vice Chairman Gibbons moved to approve to acquire additional permanent easements for utility construction and maintenance at the proposed roundabout at the intersection of Redwine Road, Bernhard Road, and Peachtree Parkway (2017 SPLOST 17TAL), and to reallocate \$12,000 from 17TAG to 17TAL to cover the anticipated additional easement costs. Commissioner Oddo seconded. The motion passed 5-0.

**ADMINISTRATOR'S REPORTS:**

**Hot Projects**

Mr. Rapson provided a report to the Board that included updates on the Redwine Road multi-use path, the Parks and Recreation multi-use facility, the Elections building renovation and Ebenezer Church Road bridge replacement. Mr. Rapson also reminded all in attendance that the annual county Retreat would be held Friday, May 12, 2023 beginning with breakfast at 7:30 a.m.

**ATTORNEY'S REPORTS:**

**Notice of Executive Session:** County Attorney Dennis Davenport stated that there were six items for Executive Session. Two items involving real estate acquisition, two items involving pending litigation, one item involving threatened litigation and the review of the April 25, 2023 Executive Session Minutes.

**COMMISSIONERS' REPORTS:**

**Chairman Hearn**

Chairman Hearn provided a brief overview of his recent Atlanta Regional Commission (ARC) Meeting. At the meeting members were encouraged to encourage citizens to participate in the Help Shape Metro Atlanta's Future survey. He noted that this survey would help Atlanta Regional Commission (ARC) conduct a major update of the long-range Metropolitan Transportation Plan (MTP), which would allocate over \$170 billion toward transportation projects that addressed regional transportation needs through 2050. Chairman Hearn stated that taking the survey would help develop the plan and could draw funding to Fayette County.

**Vice Chairman Gibbons**

Vice Chairman Gibbons stated that he did not make decisions regarding any issue that was not properly presented before the Board as a formal agenda item with supporting documentation. He added that this did not mean he was for or against any item; however, when done properly he could appropriately vet and review said item and then make an informed decision.

### **Commissioner Oddo**

Commissioner Oddo stated that May 15<sup>th</sup> was Peace Officers Memorial Day, which was a tribute to the local, state, and federal peace officers who have died, or who have been disabled, in the line of duty. He encouraged all in attendance to, in observance, of this day lower your flag to half mass in recognition of these individuals.

### **EXECUTIVE SESSION:**

**Two items involving real estate acquisition, two items involving pending litigation, one item involving threatened litigation and the review of the April 25, 2023 Executive Session Minutes.** Vice Chairman Gibbons moved to go into Executive Session. Commissioner Oddo seconded. The motion passed 5-0.

The Board recessed into Executive Session at 6:06 p.m. and returned to Official Session at 7:48 p.m.

**Return to Official Session and Approval to Sign the Executive Session Affidavit:** Commissioner Oddo moved to return to Official Session and for the Chairman to sign the Executive Session Affidavit. Vice Chairman Gibbons seconded. The motion passed 5-0.

**Approval of the April 25, 2023 Executive Session Minutes:** Commissioner Oddo moved to approve April 25, 2023 Executive Session Minutes. Vice Chairman Gibbons seconded the motion. The motion passed 4-0-1. Vice Chairman Gibbon abstained.

### **ADJOURNMENT:**

Commissioner Oddo moved to adjourn the May 11, 2023 Board of Commissioners meeting. Vice Chairman Gibbons seconded. The motion passed 5-0.

The May 11, 2023 Board of Commissioners meeting adjourned at 7:49 p.m.

\_\_\_\_\_  
 Marlena M. Edwards, Chief Deputy County Clerk

\_\_\_\_\_  
 Lee Hearn, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 25<sup>th</sup> day of May 2023. Attachments are available upon request at the County Clerk's Office.

\_\_\_\_\_  
 Marlena Edwards, Chief Deputy County Clerk

**BOARD OF COUNTY COMMISSIONERS**

Lee Hearn, Chairman  
 Edward Gibbons, Vice Chairman  
 Eric K. Maxwell  
 Charles W. Oddo  
 Charles D. Rousseau

**FAYETTE COUNTY, GEORGIA**

Steve Rapson, County Administrator  
 Dennis A. Davenport, County Attorney  
 Tameca P. Smith, County Clerk  
 Marlena Edwards, Chief Deputy County Clerk

140 Stonewall Avenue West  
 Public Meeting Room  
 Fayetteville, GA 30214

## Board Retreat MINUTES

May 12, 2023  
 8:00 a.m.

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Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month at 5:00 p.m.

**Call to Order**

Chairman Lee Hearn called the May 12, 2023 Retreat to order at 8:12 a.m. Vice Chairman Edward Gibbons and Commissioner Charles Rousseau were absent.

**Acceptance of Agenda**

Commissioner Charles Oddo moved to accept the agenda as presented. Commissioner Eric Maxwell seconded. The motion passed 3-0. Commissioners Gibbons and Rousseau were absent.

**Financial Overview/Forecast:**

Chief Financial Officer Sheryl Weinmann gave a presentation on the financial overview and forecast. Ms. Weinmann stated that the General Fund, for fiscal year ending 2022, ended with \$34,557,266. This amount is 47.7% of the Stabilization Fund at \$16,493,516 for three months of expenses that was set aside. \$2,000,000 for emergencies, \$8,058,111 for Capital Projects and \$7,755,255 for the Unassigned Fund Balance as of June 30, 2022. Ms. Weinmann stated that there were a lot of things committed to out of the \$7.7 million.

Ms. Weinmann continued with the General Fund Revenues. She stated that the fiscal year (FY) 2022 actuals totaled \$63,096,418 and the FY2023 Adjusted Budget was \$67,068,765, and the estimated revenue was \$69,411,379. Ms. Weinmann stated that in the LOST (Local Option Sales Tax) and TAVT (Title Ad Valorem Tax) there was a large variance. \$1 million over budget in LOST and about \$360,000 over budget with TAVT.

The expenditures total operations for FY2022 were \$2.6 million. There was \$2 million positive impact budgeted and in FY2023 there was a \$6.5 million positive impact. Monies were collected for the Street Lights Fund. Transfers out of \$1.5 million were for Vehicles/Equipment, Solid Waste, Jail Surcharge, and Victim's Assistance. The \$2.9 million was Capital Project expenses. The other transfers out were monies committed to the public health building, the water system loan, animal control, recreation land purchase and staff was anticipating a \$850,000 expense to set aside for the ARPA (American Rescue Plan Act) technology grant. Ms. Weinmann stated that the total was \$10 million, which meant the impact of fund balance was a negative (-)\$4.3 million.

County Administrator Steve Rapson stated that the first line item (General Government) and Public Safety, there was a lot of discussion about vacancies in Public Safety across the board. He stated that the reason there was not a huge windfall in regard to a savings in Public Safety was because the money that would have been saved for salaries was being used for overtime. He stated that the reason it was not 50% over budget was because there was the medical that was offsetting that.



Ms. Weinmann stated that with the \$4.3 million hit, it took the estimated Fund Balance for General Fund down to \$30.1 million.

Ms. Weinmann discussed some revenue sources. The Real Property Digest, with the anticipated 12.8% increase, would increase to \$8.9 billion. The motor vehicle collected increased significantly over the years. The County will be about \$360,000 to \$400,000 over budget this year. This is good. The motor vehicle collections are slowly decreasing around 10% each year. Ms. Weinmann stated that was expected with the new TAVT percentages.

The LOST revenues were estimated to be \$17.5 million for the year. Ms. Weinmann stated that was \$1 million more than budgeted. This has really helped the County for the past few years. The estimate for TAVT was \$7.1 million and an increase of around \$300,000 to \$400,000. The SPLOST (Special Purpose Local Option Sales Tax) revenue for the year, through the month of March 2023, was close to \$27 million. In 2022, \$33.8 million was collected. The SPLOST continue to grow.

The 911 Special Revenue Fund at the end of FY2022, had \$8.3 million. \$1.1 million was for Stabilization Fund, which was for three months of expenses. \$1.2 million was set aside for capital project, which left 911 with a \$6 million Unassigned Fund Balance.

Property Taxes were coming in very close to what was anticipated. Other revenues and other various funds were higher because of interest income. Ms. Weinmann stated that we were coming in at 0.00001 interest. There were savings in expenditures because of vacancies. There was a positive impact to the 911 Fund Balance of \$1.3 million at the end of this year. This would bring 911 Fund Balance to \$9.7 million.

The Fire Special Revenue Fund at the end of June 30, 2022 there was \$10.2 million. The Stabilization Fund was higher with \$6.45 million set aside. This left Fire with \$3.3 million in the Unassigned Fund Balance.

Mr. Rapson stated that a lot of the Fire Fund Balance would be used toward the training center.

Ms. Weinmann stated that looking at the fire services projections, revenues are estimated at \$16.6 million and expenditures of \$12.8 million. The positive impact to the Fund Balance is \$2.5 million. The last of the ARPA funding arrived in FY2022 for \$627,725 and was the last of the ARPA funds. The Fire Services was \$12.7 million.

The EMS (Emergency Management Services) Revenue Fund at the end of FY2022 was \$3.9 million. Stabilization Fund was \$1 million and Unassigned Fund Balance of \$2 million. The positive impact to EMS Fund Balance was \$566,000 for a total of \$4.5 million.

Ms. Weinmann reported on the Enterprise Funds. The Water System Fund showed an estimated \$19.3 million in revenue. Other fees include interest and water sales have increased. Total expenses for Water System were \$10.3 million and the operating income \$8.9 million. Ms. Weinmann stated that the positive impact after the capital contributions was \$676,000, making their net position \$95.6 million.

Chairman Hearn asked if Coweta County had begun to purchase water from the County.

Water System Director Vanessa Tigert stated no. They were still working on getting the connections.

Chairman Hearn asked for an update of when that was completed.

Ms. Tigert stated that construction was expected to start the end of May.

Ms. Weinmann stated that some of the savings for Water System was due to vacancies. The Water System's debt service

The Solid Waste Fund actuals for FY2022 was \$60,000 and \$197,000 is estimated for FY2023. Expenses remain the same. There was a transfer in from General Fund of \$182,000 and even with that, Solid Waste had a positive impact of \$50,669.

Mr. Rapson stated that he anticipated lowering the contribution from \$182,000 as part of FY2024 budget.

Ms. Weinmann continued the presentation. She stated that the County made contributions to the County Jail Surcharge Fund since 2017 and it had slowly increased. She stated that another \$225,000 was anticipated and was made part of the budget process. The revenues have decreased since 2017. Ms. Weinmann stated that a \$20,000 transfer was expected for Victim's Assistance, as well as a \$18,000 transfer that was budgeted (FY2023). She stated that this was also one of the funds that needed assistance because of the declining revenues. She stated that the ending balance for the Victim's Assistance Fund was a negative (-)\$13,000. Staff was recommending a year end transfer of \$20,000 to bring the fund balance to positive.

Ms. Weinmann stated that staff was recommending a \$200,000 from three departments (Fire, EMS, and Water System) to make up some significant cost to Worker's Compensation. She stated that even with the transfer, the County was looking at a negative (-)\$40,000 hit to the fund balance.

Dental/Vision Fund revenues are anticipated to be a little higher. Staff did not anticipate having to transfer funds because there was still a positive \$13,000 hit making the ending balance \$58,000.

The Major Medical estimated revenue was \$9.7 million. The \$1.2 million was the anticipated StopLoss, which the County would not receive until July. She informed the Board that the amount might be less than the \$1.2 million. Claims have increased, as well as administrative cost, resulting in an anticipated \$765,000 positive impact with a net position ending of \$2.1 million.

Mr. Rapson stated that the increase for CIGNA, from year to year, was 1.6%. He stated that other jurisdictions are in the double digits. He stated that this was the third year that the County had renewals that were less than 4.5%. He continued that we have done that without raising employee's premiums. He stated that the County was now paying close to 85% and the employees pay 15% of the insurance cost. He stated that we do not try to balance the budget on the back of our employees. He stated that the deductibles had increased so that those using the plan are the ones paying as opposed to everyone paying through a premium increase. He stated that CIGNA has written the County a \$1 million check for StopLoss for the last three years.

Chairman Hearn stated that the wellness program also contributed to some of that.

Mr. Rapson stated that \$10 million was spent on medical and \$10,000 on bringing apples and oranges to employees.

Ms. Weinmann continued with discussion of the Net M&O Tax Digest Trends. She stated that it would consider the Real, Personal, Auto, Timber and Mobile Homes. She stated that net the exemptions, the digest would rise to about \$9.4 billion. Real Property estimated at \$8.9 billion and Auto at \$42.9 million, and Personal Property at \$473,000.

Mr. Rapson stated that based on Board direction, he was not proposing a millage rate rollback. He stated that staff was looking at capturing the entire 12.8% increase in the digest. He stated that the County had only raised taxes twice, by not rolling back, in the ten years that he had been with the County. He stated that leaving the millage rate the same meant the County must advertise as a tax increase, per state requirements.

Ms. Weinmann continued that the Population and Staffing for FY 2023 anticipated 770 full-time employees with an anticipated population of 120,684.

The millage rate was 0.434 for the General Fund, 3.07 for Fire, 0.21 for 911 and 0.5 for EMS. Staff anticipated the same for this year. Based on the anticipated millage rate, Fire would receive 11% of the property tax bill. EMS would receive 1.8%, 911 would receive 0.76, the County receives 14.5%, and Board of Education receives 71.9%. The impact of a rollback of the millage rate since 2014, showed that if the millage rate had stayed the same as it was in 2014, the county would have received an additional \$65.6M in revenues, but the County chose to pass the savings on to the citizens.

Ms. Weinmann gave presentation of completed projects this year, totaling approximately \$1.1 million between various departments. Water System projects completed during FY2023 totaled \$628,000. Completed/closed SPLOST projects total \$3.1 million.

Ms. Weinmann concluded the presentation stating that staff was ready for FY2024.

Recessed at 8:44 a.m.

Reconvened at 8:47 a.m.

#### **2004 and 2017 SPLOST Review:**

Public Works Director Phil Mallon begin the presentation on the 2004 and 2017 SPLOST projects. He stated that his goal was to present, what he believed to be the most important projects in Public Works and to get an idea of interest and/or support from the Board on certain projects.

Mr. Mallon stated that there was a dedicated project delivery team under the Environmental Management Department. He stated that project delivery weighed heavy on other departments such as finance, purchasing, water and the road departments. He stated that he would be discussing the 2004, 2017 and 2023 SPLOST.

The 2004 Transportation SPLOST was a menu of 87 projects from the April 2003 Transportation Study. He stated that unlike the most recent SPLOST, the 2004 SPLOST could be used for any of the 67 projects in the study. He stated that a lot of the projects were city projects and are part of the 21% "no action" projects listed on the chart. Roughly 14% of the projects are in progress. In 2018, the Board wanted to know the plan for completing the projects. He stated that at that time there was roughly \$30 million. Staff made recommendations and the Board gave direction to spend the remaining \$30 million on certain projects. Since that time at least three projects have been completed, two are pending, five are in progress and three are being delivered by others (city or Georgia Department of Transportation (GDOT)).

Mr. Mallon stated that Coastline Bridge project was a project under GDOT and would be going into production later this year. Sandy Creek, Sams Drive and Eastin Road was intentionally held back because the only money for this authorization was enough to get the project through design. He stated that it did not make sense to continue with design if there was no money for right-of-way or construction. The 2023 SPLOST provided money for construction so the project would be moving forward now. Antioch at Goza was complete with a four-way stop and continued to function well. The Peachtree Parkway at Crosstown Drive was in design and a Peachtree City project. Veterans Parkway Intersection was a successful project in installing the traffic light. There was a waterline installation between South Sandy Creek and SR 54 that was also completed. The West Fayetteville Bypass 1 project to convert the two-way stop to an all-way stop was in design to make it a roundabout. He stated that Kenwood Road was in concept for paths around the North Fayette Elementary School. Project R-13; SR 85 Medians, was a city of Fayetteville project. State Route 85 Widening turned into a proposed traffic signal at 85 Connector and SR 85 near the Millpond Manor Nursery. Project R-21; SR 92 South of McBride was a Woolsey project. The last project was the Goza Road Realignment at Bernhard Road, which Mr. Mallon stated that he would be requesting input from the Board.

Mr. Mallon stated that the Coastline Road Bridge Replacement project; concept, design and right-of-way was complete. Georgia Department of Transportation LET date; Summer 2023. He stated that regarding the Sandy Creek roundabout project, this would be the only five-spoke roundabout in the county. Mr. Mallon stated that one of the design issues that was decided on was to acquire the right-of-way and do the grading so that the paths can be installed in the future if a demand for paths arises.

Regarding the East Fayetteville Bypass, Mr. Mallon stated that the project proposed new road construction, across McDonough Road to Flintwood Farms, then to the back of the Rocky Fork Subdivision, which has also been acquired by the County. The problem area was near the Link Golf property. The plan was to pick up the existing traffic signal at Corinth Road and move it to the other side of the gas station and loop it back to Corinth Road. The reason for that was the existing approach angle of the gravel portion of Corinth Road and the historic Jackson Farmhouse. The issue that held up the project was the GDOT wetland mitigation bank. GDOT purchased the wetlands as mitigation for the proposed widening of SR 54. Mr. Mallon shared that the Army Corps of Engineers stated that wetlands that purchased as mitigation should be protected at all costs and did not want to

erode or bisecting the mitigation bank. He stated that there were alternative routes as well. He stated that there was a revised alternative analysis report showing the need for each alternative. The argument was made about the original intent of the project, to alleviate traffic in downtown Fayetteville and improving travel times and reducing crashes along SR 85, Banks Road and McElwaney. The proposed bypass revision was about 85% complete. The bridge was not complete, and the next step was to do field work in the wetlands. Mr. Mallon stated that staff recently made a response to the Corp and he believed it would be appropriate to give them an opportunity to respond.

Commissioner Maxwell stated that it sounded like there was a big problem. He stated that he was not familiar with the proposed alternative. He asked what would be redesigned on that road.

Mr. Rapson stated that at some point the Board would have to decide, if the Corp says the bridge cannot be done, to discontinue the project.

Mr. Mallon stated that staff did not consider the proposed alternative a true viable alternative road. He stated that if there was not choice, he would be looking at intersection improvements. The biggest impact would be along McElroy Road. It would be easily thirty (30) homes or more that would be impacted, to the extent that staff felt it was not a viable option.

Commissioner Maxwell stated that was his reluctance. He did not want to impact or take homes.

Mr. Mallon stated that he would like to get the Army Corps of Engineer's response. He stated that if they did not agree with moving forward, he would like to get a consultant to get a true and practical alternative at that point.

Chairman Hearn stated that he spoke to Senator Jon Ossoff's office about this project. He offered to follow up if needed.

Mr. Mallon stated that he did speak to Senator Ossoff's office as a result of Chairman Hearn's conversation. He reiterated that it would be appropriate to let the Corps respond.

Mr. Rapson stated that the good thing that came out of this was a state-of-the-art training facility that would be on par with the state facilities.

Mr. Mallon stated that moving to the south portion of the county, if traveling 85 South toward Highway 74 or into Coweta County, the traffic was bad. He stated that for the people trying to come out of the 85 Connector it was a rough intersection. GDOT tried to mitigate it by putting in a right-hand bypass lane that helps travelers on 85, but it does not help when turning off the Connector. Staff believed a traffic signal was most appropriate. The bridge replacement project would overlap, and the Board would see the right-of-way acquisition plans next.

State Route 92, located in the Town of Woolsey, at Hampton Road gets congested. He stated that a roundabout and R-cut was being proposed. Staff believed this would help the traffic flow and solve safety issues. The hold up with the project was the need to account for stormwater, which staff did not originally think had to be done. There have been a lot of utility locations delayed as well, with Atlanta Gas and Light.

Chairman Hearn asked when the anticipated date for construction would begin.

Mr. Mallon stated about nine (9) months out.

Mr. Mallon stated that he would like Board feedback on the Goza and Bernhard Realignment project. He stated that the Board approved it in 2018 and not much had been done with it. He stated that he was of the mindset, that if an intersection can be eliminated on a state route, that was ultimately a good thing for traffic movement and safety. The thought for this project was to get people to use the existing, well-functioning traffic signal.

Chairman Hearn stated that the problem with this project was the way that it would impact the homes.

Mr. Mallon presented alternative realignment options.

Commissioner Maxwell asked if a “no left turn” sign could be placed at that intersection.

Mr. Mallon stated that would be a simple fix, and he might go as far as to coordinate with GDOT to put in some concrete to make it so that travelers cannot turn left. He stated that Goza Road will continue to reduce in volume. He stated that he approached this project with future projections in mind. There were options that had minimum or no property impact.

Chairman Hearn stated that given the number of crashes on this road, a signal light might be warranted.

Commissioner Maxwell stated that he and Chairman Hearn have knocked down houses and he never wanted to knock down another house. He stated that staff would have a tough time getting him to agree to an option that included taking homes.

Mr. Rapson stated that a roundabout would solve that problem.

Mr. Mallon stated that he was trying to eliminate the intersection and not add another.

County Attorney Dennis Davenport asked about the other options that did not take homes. There were other options that did not take homes.

Mr. Mallon stated that the project had \$1.8 million allocated to the project and were not enough to do any of the options presented, except for the improvements needed on Bernhard Road. He stated that he would keep the project on hold so that staff could continue to explore other options.

Mr. Rapson stated that the direction was not to take any homes and do one of the options that have minimum impact. If that was not an option, then mini roundabouts.

That concluded the 2004 SPLOST overview.

### **2017 SPLOST Status Overview:**

Mr. Mallon introduced Transportation Engineer Paola Kimbell to present to the Board. He stated that this would be an overview of all projects; stormwater, transportation, public safety and 911. Stormwater had over 100 projects. There are 77 projects currently completed.

Ms. Kimbell stated that the 17 completed 2017 SPLOST Transportation projects, three (3) pending, four (4) ongoing, six (6) in design and three (3) in construction. She gave an updated on the completed projects: New Hope Road and Brogdon Road (17TAM), and Ebenezer Church, Ebenezer and Spear Roads (17TAN).

The Redwine Road project consisted of the Redwine Road Multi-Use Path (17TAH), the Redwine Bernhard and Peachtree Parkway (17TAL) and the Starr’s Mill School Tunnel (17TAI).

Chairman Hearn asked the expected construction date of the tunnel. Ms. Kimbell stated that staff was hoping to do it in May of 2023.

Mr. Mallon stated that the design and right-of-way was complete. It may be next May because they did not want Redwine closed during the school year.

Ms. Kimbell stated that the path project should be completed by September 2023 and the roundabout project should be completed by December 2023.

The Starr’s Mill School Tunnel project will connect Robinson Road and will go under Redwine Road.

Mr. Mallon stated that it was called a tunnel project, but it also had 1,500 feet of new path.

Ms. Kimbell stated that the roundabout should be completed in December 2023 and will also have path infrastructure. Mr. Mallon stated that the Brogdon roundabout was about \$1.5 million. This one, with a lot more path network, was closer to \$3 million.

Environmental Management Director Bryan Keller stated that staff would not close this intersection at any time during construction. There will be lane closures for a short period of time, but the roads will remain open.

The Tyrone Road and Flat Creek Trail project were in concept development stage. Ms. Kimbell stated that staff was reviewing two options. Staff was conflicted because of the right-of-way impacts. The traffic signal and roundabout are both similar in level of service, so staff was reviewing the right-of-way impacts. The roundabout could impact four homes.

Commissioner Maxwell stated that he knew he spoke about not taking homes, but he was not sure if these homes were owner homes or rental homes. He stated that he felt differently about rental homes than owner homes.

Mr. Mallon stated that the traffic signal would ultimately be cheaper, and we may be able to take one home instead of two. There was so much uncertainty about future needs along Tyrone Road, specifically possibly widening it from Highway 54 to Dogwood. A signal would easily accommodate a widening in the future. Staff will bring forth a recommendation in a month or two to approve a concept.

Ms. Kimbell stated that staff was looking at an intersection improvement for Tyrone Road and SR54. Commissioner Maxwell stated that he did not know what the farm across from this intersection will become. He stated that staff should take into consideration what will be happening with that property.

Mr. Mallon stated that staff spoke to GDOT and are close to putting this project on hold until that decision was made. Mr. Davenport suggested reaching out to the property owners across from the gas station that was recently rezoned to make them aware of the plan at this corner. He suggested that it was easier to modify projects knowing what issues may be forthcoming.

Planning and Zoning Director Deborah Bell stated that the property owner modified the project slightly but have run into complications because they had not conducted a full environmental assessment of the property. Wetland was streaming on the property and the property owners are having to go back and regroup.

Commissioner Maxwell stated that he would look for a long-term fix for this intersection. Mr. Keller stated that as a reminder, the City of Fayetteville touches SR 54 at that corner. He stated that an annexation of that property was possible.

Ms. Kimbell stated that SR 279 and Corinth Road were intersection improvement projects. She stated that staff was working off alternative two and working to have the concept developed by January 2024. She stated that staff decided to keep all state routes at 45 miles per hour. Corinth Road would remain at 35 miles per hour and will be adding path infrastructure. She shared a map of paths showing the ten-foot paths and the five-foot paths.

Mr. Mallon stated that the ten-foot path came as a recommendation from the biking community. He stated that staff did not envision golf carts on this area. He stated that there would be a curb and gutter section for all the roads included in the project area. He stated that there was a current GDOT project about to start construction at SR 279 that would make the curb and gutter north. Staff would take that same profile and extend it to Corinth Road.

Chairman Hearn complimented the staff on this project. He stated that it was a very good alternative to what was initially proposed, including the cost saving.

Mr. Mallon stated that there will be a public engagement sometime in the fall regarding this project. Staff will present to the Board a draft concept report in January 2024.

Commissioner Oddo asked if the path would go any where and how would people use it now.

Mr. Mallon stated that from where it begins and ends, it was a relatively easy connection to Kenwood Park.

Commissioner Oddo asked if bike riders where in any particular part of the county because this seemed like an odd place for the bike path.

Mr. Mallon stated that the response from biker riders and walkers has been that "if you don't see them out there it's because there was no path and if you provided the infrastructure, they would use it." He stated that the other response would be that it was not too often that the County received a federal aid project. He stated there was a logical connection point at Kenwood Park to start growing the system.

Ms. Kimbell stated that four transportation studies have been completed: Banks Road, Tyrone and Palmetto Roads, SR 279 and SR 74. She stated that Inman Road was in design for a planning study to look at demographics, traffic operations, crashes and population growth. She stated that the study for Lees Mills, New Hope and Kenwood Road are pending.

Mr. Mallon stated that the four studies completed were done through an ARC grant and were expensive documents. He stated that Ms. Kimbell said she could do it for less, so she will complete the one on Inman Road. He stated that if all goes well, he will use the same approach to do it in-house for Lees Mills study.

Chairman Hearn stated that the speed limit at Inman Road was reduced from 45 miles per hour to 35 miles per hour. He stated that the "feel" of that road was not 35. He wanted the study to include looking at what the appropriate speed should be. He could not recall why it was reduced.

Recessed at 9:52 a.m.

Reconvened at 10:08 a.m.

*2017 Stormwater SPLOST Infrastructure Improvement Projects:* Environmental Management Director Bryan Keller presented to the Board the 2017 Stormwater SPLOST Infrastructure Improvement Projects. The budget overview showed that 33% of the budget was spent on completed projects, 15% on design, and 8% on right-of-way acquisition. The 44% pending was due to increase in cost.

Mr. Keller stated that the only two projects left in Category I were Longview and Kozisek Dam projects. He stated that staff was still trying to get the grant for Longview and Kozisek. He stated that support from "higher ups" was needed.

Category II, Tier I projects were the more expensive projects and the ones needed right away. He stated that there were still seven projects pending because some of the Category II, Tier II projects began to deteriorate faster and had to be completed faster. He stated that it was a fluid list of projects.

Mr. Keller stated that the Category II, Tier II projects had a lot going on and that one of the projects that started construction was Inman Road. He stated that the road would be closed on May 30. Detours will be posted online. The expected time for closure was 45 days.

Category III systems include the deformation or damage of the system that may affect the drainage capacity or overall function of the structure and include the smaller 15", 18" and 24" pipes. Mr. Keller stated that those are completed in-house, when possible, to save funds. The Road Department has assisted in completing these.

Mr. Keller stated that staff waited until year four to start Category IV projects. He stated that this was a preservation category. Millpond Manor and Brechin Park were test neighborhoods. Two invert paving have been completed.

Silver Leaf Drive, Patricia Lane and Brockton Court culvert replacements have recently been completed.

*2017 Fire and Emergency Services Projects:* Fire Chief Jeff Hill stated that there were three projects in the Fire and Emergency Services in the 2017 SPLOST and all have been completed. Fire Station 4, Engine 4, and implementation phase and seed money to start the training center project.

*2017 Public Safety Radio System Projects:* 911 Director Katye Vogt stated that the Public Safety Radio System project was the only one that was still underway. She stated that she anticipated about six months before doing the final coverage testing and check-off. She stated that work was still being done. There was not a final timeline at this time. She stated that the biggest thing that had come up recently was grounding. She knew there was some problems, but it was a little worse than originally thought. She stated that when the new boards arrive in about seven weeks the radios would be programmed and swapped out, and they can start to decommission the old equipment.

Mr. Mallon asked the Board for feedback.

Mr. Rapson stated that staff will hold a charrette for the Justice Center and the Recreation Center.

Commissioner Maxwell asked if there was a priority on what project would be first. He stated that his priority was the Recreation Center. He stated that he was disappointed that it had not been done quickly. He stated that he was pleased that citizens voted for the 2023 SPLOST. He stated that SPLOST's were not always well received by citizens. He stated that the voters like to see them now. He stated that he liked to see the signs for the many completed projects and the website that showed the projects. He stated that he would like to see the courthouse completed, but he did not believe that was a priority for him. He stated that he would like to put the Recreation Center as the highest priority. He asked if staff was putting money in an account and waiting, or if money could be borrowed from another fund to jump start the project.

Mr. Rapson stated that Mr. Keller and his team played a large part in the passing of the SPLOST by educating the community and managing the projects. He stated that one of the reasons for reminding the Board about the money in the Unassigned Fund was because that money was being used for the animal control building, recreation building, the loan toward the health building, and the AMI meters. He stated that after all was done, the capacity for that fund becomes zero. There was some but not a lot. He stated that the next step was to determine the Board's priority. He stated that additional money that will be needed was the two dam projects and the Board recently approved that. He stated that the County would not receive all SPLOST money upfront, and he could not loan money from another SPLOST fund for that purpose.

Chairman Hearn stated that he also wanted the Recreation Center to be the priority.

Mr. Rapson stated that the project being high priority would not change the environmental that would need to be completed or the contracts being executed. He stated that the best-case scenario was for the project to be stretched over two or three years realistically. He stated that staff would manage the funds based on the priorities. He wanted to know what would be priority two and three.

Commissioner Oddo stated that Recreation Center was a high priority, but the projects on the list made the list because they were all important. He stated that he did not want to lose sight of the list comprehensively.

Commissioner Maxwell asked Mr. Rapson to check on the bond issue and how much it would cost. He stated that he did not want to wait to have the Recreation Center moving. He stated that he did not want to wait until the money was in the bank to start.

Mr. Rapson stated no, but he was also not writing checks on July 1. He stated that he would have to have contractors to agree to the contracts, then the project would have to be put out to bid. He stated that staff was on top of the plan to move the project forward.



Mr. Mallon stated that the highlights for the Justice Center was that it was in the procurement phase for engineer services and proposals are due in two weeks and staff will have a recommendation before the Board in July. He stated that roughly this time next year, the project could be ready to advertise for construction.

Parks and Recreation Director Anita Godbee stated that she appreciated the Board support on the Recreation Center project and the citizens for their vote on the SPLOST. She presented the layout of the 42,000+ square foot multi-use building. She reviewed the project timeline. She stated that currently there was a change order to the architect engineer contract because the facility was larger than first anticipated. Staff was in negotiations with the consultant.

*Fayette Senior Services:* Dan Gibbs, Executive Director of the Fayette Senior Services (FSS), gave an update of the FSS SPLOST projects. He stated that there were three projects in the SPLOST, transportation vehicles, café expansion and Meals on Wheels expansion.

He stated that FSS provided meals for 200 individuals, made approximately ten trips, and drove an estimated 20,000 miles each month. There are currently 16 vans on the lot, one was out of commission, and three are in the repair shop. FSS was operating with eleven or twelve vehicles daily. There are eighteen drivers and all but one over the age of fifty and four over the age of seventy-five. He stated that he would like to keep the vehicle fleet current as the program grows. He stated that he was looking to spread out the \$675,000 evenly over the SPLOST as possible and purchase two to three vehicles annually.

Chairman Hearn asked if FSS received money from ARC to supplement.

Mr. Gibbs stated yes. He stated that there are several funding sources that boil down to a cost share for the clients. He stated that most of the funding was federal money that was passed down through the state and ARC. He stated that FSS was an ARC contracted vendor. He stated that he tried to get somebody to pay the first 20% to 25% and try to match it with various funding. He stated that one of the benefits of the County and the partnership was that FSS raised a fair number of contributions and donations that may not happen if FSS was a traditional county agency.

Mr. Gibbs stated that the Meals On Wheels program had a unique perspective. A senior in Fayette County that was confined to their home or could not prepare adequate nutrition can receive Meals On Wheels from FSS. He stated that due to the funds from the federal government, state and county, the clients can receive meals. He stated that all the drivers are volunteers who provide their own gas and own cars. The center provides the meals, packing, organization and case management. He stated that he did not have any growth capacity in the current facility. Mr. Gibbs stated that he wanted to build a large walk-in with a refrigerator on the front and a freezer on the back to increase the number of inventory and the function of the space. He stated that he wanted to have a backup. If one of the freezers goes out, he would lose inventory. He stated that all the freezers are currently operating on one generator and that generator was maxed out. The second purpose of the expansion for Meals On Wheels refrigeration was to have excess inventory for the café.

Mr. Gibbs stated that the next project was the café expansion. He stated that the café current capacity was 114 for breakfast and lunch. He stated that there was currently about 1,700 center members and 3,363 meals were served in April 2023. Mr. Gibbs stated that this meant he had to turn over the café twice in essence. He stated that the café was there for socialization of the seniors, but it did mean that he could not serve as many people in the current space. He stated that the goal was to take the exterior patio that had little use and convert it into interior space for use year-round. He stated that he heard there may be matching funds through ARC and donations to help with some of the enhancements.

Chairman Hearn thanked Mr. Gibbs for what they do, and he stated that he believed this was a reasonable plan.

*2023 SPLOST Stormwater:* Environmental Management Assistant Director Courtney Hassenzahl gave a brief overview of the 2023 Stormwater SPLOST. She stated that it was categorized similar to the 2017 SPLOST; Category I and Category II and Tiers I, II, and III. She stated that Category I had \$3.6 million, Tier I; \$3.3 million, Tier II; \$12.1 million, and Tier III; \$2.6 million.

Chairman Hearn stated that there was ARC funds available for bridge replacement. He stated that if staff could have the projects ready, we could have seed money to get the projects going.

Mr. Mallon stated that he wanted to point out that 60% of funding for the transportation projects was the last two years and that it will have consequences in terms of what was delivered for projects. He gave an overview of the 2023 Transportation SPLOST projects. He stated that the one project that should be advanced soon was Banks and Ellis Road. He stated that a roundabout needed to be placed there soon. If not, a three-way stop, which would have traffic impacts.

Recessed for lunch at 10:55 a.m.

Reconvened at 12:14 p.m.

### **Signature Capital Project Overview:**

Project Manager Tim Symonds of Morgan Mills Consulting stated that he would present the Tactical Driving Course and Fire/EMS Training Facility and the Health Department. He stated that these projects were co-dependent from the point of view of the fire training ground needed the dirt from the tactical driving course. He gave an overview of the course and layout. Mr. Symonds stated that the main reason for this project was to reduce the number of incidents and accidents of the Sheriff deputies and in turn, reduce the liability. He stated that construction of the new access driveway was complete, and the project was out for bid for the clearing and grading. The road and grading plans and the stormwater design have been approved by Environmental Management and he was coordinating with the Fire Department to ensure the soil would work for the project. Renovation of 203 Hewell Road was completed in March 2023 for the Simulator Training Center. He stated that it was not up and running yet because of a hold on one of the simulators. The retention pond was drained. He stated that the next step was to recommend the appointment of the grading contractor and putting the track down on the May 25 agenda. He stated that the construction schedule would be about ten to twelve months.

Mr. Symonds gave an overview of the Fire/EMS Training Facility. He stated that there was a 9,800 sqft. classroom training building, a five-story fire training tower, a pump test cistern with a 30,000-gallon tank, a low-pressure gas tank fire simulator, vehicle extraction pit, vehicle fire simulator, and a driving training area. He covered the proposed layout of the facility. The access road realignment was completed. A recommendation for the appointment of the contractor for grading and construction will be on the May 25 agenda. The classroom building and training tower will come before the Board on an agenda later. McLeroy, Inc. was the lowest bidder at \$6,126,092 for the clearing and grading bids; \$2.6 million for the tactical driving course and \$3.5 million for the fire training. He stated that \$1.2 million was needed for the tactical driving course, for the things needed to run the track. The shortfall will be covered by the SPLOST 2023 funds. Mr. Symonds stated that for the fire training tower, the funding total cost was \$9.56 million. There was currently \$6.5 million available and a shortfall of \$2.8 million would be covered by the Fire Fund (70% of total) and the EMS Fund (30% of total).

Mr. Symonds gave an overview of the Public Health Facility. He stated that the property was about 14 acres. He gave a review of the layout of the property. He stated that staff would have a recommendation on the May 25 agenda for the appointment of MEJA Construction. He stated that there were five companies that responded to the bid, and all have excellent experience. MEJA Construction came out on top because their renovation of old schools was second to none and because they have done work for the Board of Education on this building. The designers and mechanical engineers who did the work have the existing plans, which was a huge plus to move forward with the renovation. As the engineer of risk, this company would develop the design, and control the budget. They will be putting together a guaranteed maximum price, which would be coming before the Board some time in November.

An asbestos survey was completed, and it will cost around \$100,000 to abate the asbestos. The estimate to replace the HVAC was estimated at \$1.2 million. He stated that the cast iron water pipes have deteriorated and failed. He stated that the cost for that was \$275,000. The timing of the purchase was expected to be late Summer 2023. He stated that he was not sure of what else could be "hiding" in the building. He stated that the estimated cost for the renovation was around \$16.6 million. He stated that with the bids that were received, the project was under budget on the general condition fees and design. He stated that his instructions to the Construction Manager will be to design the building to the cost available. There will be some liaison coordination with the various health departments and McIntosh Trail. He stated that he planned to start the permitting process around September 2023. He stated that he hoped to place the next approval on the November agenda. The estimated completion date was mid October 2024.

Mr. Rapson stated that there was \$3.9 million coming from the Unassigned Fund to fund this project.

Chairman Hearn stated that he would like to schedule a walkthrough of the building.

Mr. Rapson stated that since the County had identified \$6 million worth of expenditures associated with the building based on age, his intent was to reach out to the school board and ask if the price could be reduced. He stated that he would like to have ownership of the building by the end of July.

**Future Consideration and Direction:**

Mr. Mallon stated that this was an open discussion on transportation issues. He broke down the presentation into four parts: planning, asset management, safety and operations, and funding.

The discussion covered growth in the county and how it will impact traffic. He stated that even if the county could control the growth, the surrounding counties' growth will impact Fayette County. He stated that staff needed to consider, what capacity projects needed to be on the radar. He stated that it was a 10-to-25-year process to have a project in the TIP (Transportation Improvement Plan) and delivered. He stated that the possible areas that jump out to him were SR 279, McDonough Road, SR 85 South, SR 92 North and South, Sandy Creek Road, Veterans Parkway and Tyrone Road. He stated that when widening the road, it also addressed safety needs.

Chairman Hearn stated that he had conversations with GDOT about widening McDonough Road and at one point it was slated to be a state route. He stated that his discussion with GDOT was to resurrect that project. He stated that GDOT said that if Fayette, Clayton and Henry all came to the table, they would bless the project. He stated that he was not sure he wanted to go that route. He stated that the McDonough Road project would be well served if broken into two segments. One segment would be from McElroy and County Line to Highway 54. He stated that he believed a McDonough Road project should be high on the list.

Mr. Mallon stated that the conclusion of the 2019 study for both Tyrone Road and Sandy Creek Road, received a lot of input, and because there was such strong "anti-widening" input, they were not the final recommendations. Since the 2019 study, with the submission of the Trilith II DRI (Developments of Regional Impact), it had more than doubled.

Chairman Hearn stated that Veterans Parkway helped some of the demand on Sandy Creek. He stated that there may be some issues widening Tyrone Road.

Discussions continued.

Mr. Mallon stated that if the East Fayetteville Bypass was taken off the table, McDonough Road was an eligible project for the 2004 SPLOST.

Commissioner Oddo stated that we still need to look at traffic on the east side of the county to get people moving.

Mr. Rapson stated that he heard to move forward with segment one, McDonough Road, from McElroy to Highway 54. The other was Sandy Creek to Tyrone Road would be something of interest.

Mr. Mallon stated that he sensed enough interest in staff to gather more information to bring to the Board.

Mr. Mallon stated that for SR 279, he was referring to SR 85 and SR 138, although the traffic was between SR 138 and SR 314. He stated that was the section that needed to be widened. He stated that no road was close to the amount of citizen input than SR 279 in terms of congestion, inadequate turn lanes and dangerous movements. He stated that in the 2023 SPLOST there was a line item to develop the SR 279 corridor to a GDOT approved concept report. He stated that he was working on the best way to navigate that with GDOT and ARC. He stated that the intent would be that the County would provide the seed money and have

GDOT recognize it as an official project and the County pay for the concept report with the expectation that GDOT would put it in the TIP and it become a GDOT project.

Chairman Hearn stated that he was not sure if the traffic volume between SR 85 and SR 314 justified spending money on a concept plan. He stated that he was all in for SR 138 and SR 314. He stated that he needed more information for the SR 314 and SR 85 to support it.

Commissioner Oddo stated that whatever was done should continue the flow. The northern part of the county was a good place to start.

Mr. Mallon discussed the roads and bridges and how they are rated and the right-of-way maintenance. He stated that the Road Department had been using a third party to score the roads. He stated that nearly 75% of the county roads are in the good to satisfactory range. He stated that with the price of inflation, he did not think the County could remain at that level of satisfactory. He stated that GDOT did a great job evaluating the bridges every two years. He stated that the County was above the 70% range for bridges, with 83% in good standing. He stated that the two identified as poor are active stormwater projects.

Mr. Mallon stated that the ability to resurface roads in-house was slowly diminishing. He stated that staff was outsourcing more work. He stated that when outsourced the money was incumbered immediately. He stated that there were still about 50 miles of gravel roads in the county. He stated that the last road paved was seven years ago. He asked if there were any that the Board wanted to address.

Road Department Director Steve Hoffman stated that there was a process to pave the road and that was explained to the citizens and most decided not to go through the process.

Chairman Hearn stated that there were two roads he received complaints about, Massengale Road and Rising Star, and the other was Kelly Road. He stated that he wanted to mention a pipe at Massengale Road that he had received complaints about.

Mr. Hoffman stated that to increase the diameter of the pipe, there would have to be right-of-way acquired.

Chairman Hearn asked staff to check on it.

Mr. Mallon stated that the County used prison detail for some time to pick up trash and deer from the roads. He stated that Spalding County recently announced that they were closing that program. He stated that we lost a significant portion of the day-to-day labor. He stated that staff was working on strategies on an immediate and long-term solution.

Chairman Hearn stated that the state had prisoners that were used out of Thomaston. He asked if that program was still available.

Mr. Hoffman stated that Upson County and Thomaston were also getting inmates through Spalding, and have gotten out of the program also. He stated that Spalding County relayed that they would be keeping the state inmates in Spalding County.

Chairman Hearn encouraged staff to reach out to Thomaston.

Mr. Rapson stated that the \$227,000 allocated for the three inmate contracts were distributed out of the budget and he would put some allocation in the budget to replace the programs or partial replacements.

Mr. Mallon stated that he wanted to remind the Board that one of the mowing crews was designated to mowing the state routes. He stated that a concern with every roundabout, sidewalk and curb and gutter, was that it was a lot of work to maintain those roundabouts. He asked if the Board wanted to put in above average resources in managing the hard scape areas.

Mr. Rapson stated that we would not be cutting grass at the frequency of the city, who had larger crews.

Mr. Mallon stated that the County was awarded a grant under the IIJA (Infrastructure Investment and Jobs Act) Create Safe Streets and Roads for All. The grant required Fayette County to formally adopt and embrace some of the concepts to promote equity, sustainability, address persistent poverty communities, moving toward zero fatalities and complete street concepts.

There will be an ARC TIP solicitation next spring and that will be the opportunity for the County to submit the next projects. He stated that there may be an opportunity to be a partner to install charging stations at facilities. He stated that he would bring more information.

Mr. Rapson stated that there was interest, but he wanted to know what "strings" were attached.

Mr. Gibbs asked the Board to think about Fayette Senior Services when considering the location for a charging station.

### **Signature Capital Project Overview:**

*Proposed Phased-in Enhanced Monitoring Fee:* Water System Director Vanessa Tigert stated that the project implementation for the AMI had begun. She stated that the initial deployment meters would be put in and tested this fiscal year. She stated that in 2026, the project would be complete. She stated that customers would be able to look at their consumption, pay their bill, creates alerts, and actively engage in water conservation and leak prevention.

Ms. Tigert gave a review of the current leak protection program. It was implemented in 2014 and provided financial assistance to customers with large water leaks. The maximum assistance was \$1,000 per year and only offered to single-family residential customers. She stated that she was proposing in FY25 to do a phased-in enhanced monitoring fee for the AMI meters. She stated that there will not be an opt-out option. She stated that she wanted to reduce the leak protection fee as the AMI becomes operational and lower it from \$3/month to \$1/month. This would eliminate the remaining \$1/month fee based on enhanced monitoring impact. No changes are proposed as part of the proposed FY2024 budget.

Mr. Rapson stated that the new monitoring fee would be brought before the Board for consideration.

*Recruitment and Retention Plan:* Human Resource Director Lewis Patterson stated that the most important of the conversation with potential employees was salary. He stated that the number one reason employees leave public safety was because of pay. He shared some statistics regarding employment and recruitment. Mr. Patterson stated that part of this discussion was because in April, Peachtree City increased public safety pay by 12% for all certified police officers and fire fighters, and increased the hiring incentive from \$3,500 to \$6,000, and continued to offer a \$2,000 hiring incentive for all other positions. He stated that the starting salary for a new certified police officer or fire fighter/paramedic for Peachtree City was \$58,800. Peachtree City also increased the defined benefit/pension, final average earnings, from highest five years to highest three years and the multiplier was increased from 2% to 2.5%. They also increased the employee's mandatory contribution from 2.25% to 3% to enrich the retirement for employees. He stated that the County's public safety employees make up over half of the County's workforce. He stated that staff recommended increasing the public safety positions to 12.5%. This would take the entry level deputy, Sheriff officer, fire fighter and EMT, as a benchmark, the pay would increase from \$50,117 to \$56,662. He stated that staff was also recommending for all other positions an increase of 6.25%.

Assistant Human Resource Director Brady Krakeel stated that the whole grade would shift 6.25% for everyone and then public safety would move up in steps an additional 6.25% to get to the 12.5%.

Mr. Rapson stated that this would keep the County in about 3.8% below Peachtree City. He stated that the County had always been about 4% to 5% below, so he was trying to mirror the same philosophy.

Mr. Patterson stated that the funding would come from the Undesignated Fund Balance to implement in the FY2024 budget on July 1, 2023. He stated that based on the calculations with no roll back, that was a 9.5% tax increase and there would be no change to the millage rate for fire, EMS and 911 and no rate increase in the water system.

Mr. Rapson stated that he was not using Fund Balance. He stated that he was using the digest growth, so it would be advertised as a tax increase.

Chairman Hearn asked if staff had spoken with the Sheriff and if he felt this was necessary.

Mr. Patterson stated that the Sheriff called him the day after it was implemented in Peachtree City. He was the first person to ask what the County was going to do.

Mr. Rapson stated that the County did a 19% increase in January 2022 and the Sheriff had 26 vacancies. Currently, he has about 19 vacancies. This was not going to solve the vacancy problems for public safety, however, when officers drive through Peachtree City to get to the County, and can make more money in Peachtree City, the County needed to be able to compete with its neighboring jurisdictions. He stated that he spoke with Commissioner Rousseau, and he had issues with treating other employees differently from public safety. He stated that he had that same issue back in January. Mr. Rapson stated that he shared that he was not opposed to pitching a 12.5% across the board for everyone. He stated that the vacancy issue was not just a public safety issue. He stated that leading up to the budget everyone wanted to do something similar to what was done in January 2022 and not everyone was moved in 2022. He stated that if the Board wanted to look at 12.5% for everyone, he had those numbers and staff could probably make that happen.

Chairman Hearn asked for the percentage of open positions.

Mr. Patterson stated that across the County it was 10%.

Mr. Rapson stated that the Sheriff was at 8% vacancies, but typically it was between 8.5% to 10%. He stated that for the Sheriff's Office that was about half of other jurisdictions. He stated that the Sheriff's Office had a very high standard for the type of employee that was hired. Public safety average tenure was between 14 to 16 years. Mr. Rapson stated that it was hard to compare public safety to other counties. He stated that the medical, retirement, salaries, and the fact that Fayette County was a great place to work are some of things that draw people here. He stated that the unintentional consequence was that when the scale was shifted to 6.25%, the employees that were maxed out are now moved up and because the retirement plan was a five-year average, it encourages them to stay another five years. He stated that if staff referred someone to the County and they are hired and remain for six months, that employee received a \$250 incentive. Mr. Rapson stated this would be a good time to take that \$250 to \$1,000. This would give the County 600 recruiters.

Chairman Hearn stated that would be a good thing. He asked if with the 19% increase, was there a reduction in people leaving the Sheriff's Office or Fire Department.

Mr. Patterson stated yes, it slowed down for sure. He stated that this would not fix the problem with vacancies, but if we do nothing the County will fall further behind.

Commissioner Oddo asked if the 12.5% could be done without raising the millage rate.

Mr. Rapson stated that he would not pitch this if it meant raising the millage rate. He stated that it would sweep the 9.5%. He stated that he was confident that he could put the budget together with the millage rate we have, with a 9.5% tax increase and not have to raise the millage rate.

Chairman Hearn stated that he was good with that.

Commissioner Maxwell stated that the Town of Tyrone had not moved their millage rate at all over the years. He stated that the County may be at the same place at this point to leave the millage rate where it was. He stated that it was by definition a tax increase, but he did not feel it was a tax increase. He stated that he did not like to be in a position where he did 19% last year and was now being asked to do 12.5% the next year.

Mr. Rapson stated that retention and recruitment was not just a County issue. He stated that at the end of the day, we had to do what was right for our employees.

Commissioner Oddo stated that he did hear frustrations when he was doing people's taxes about the tax increase this year. He stated that he did not get much push back when he explained it was for public safety.

Mr. Rapson stated that there were grant employees. He stated that if they can get a grant modification for the grant, up to 12%, the County would support that. He stated that this did not include Constitutional Officers. He stated that if the Board wanted him to look at that, he needed direction.

Chairman Hearn stated that it was hard not to include the Constitutional Officers. He stated that he would like to know what that number would be.

Mr. Rapson stated that he would include the Juvenile Court Judges and the Superior Court Judges. He stated that the 12.5% would be associated with the supplement. After further discussion, he stated that the supplement for Superior Court Judge was maxed out, so they would not be included.

Mrs. Krakeel stated that the Constitutional Officers did receive a flat \$5,000 increase as of January 1, 2023 that no one else received.

Mr. Rapson stated that staff would provide a spreadsheet to present to the Board.

*Animal Control:* Mr. Keller stated that the presentation was an update. He stated that the contractors broke ground at the animal shelter and construction started. The current capacity at the animal shelter was 26 for dogs and 40 for cats, the new capacity will be 52 dogs and 50 cats. The slab work and utilities have started, and drawings are close to completion. The waterline has been installed and the building will have a sprinkler system installed. A change order for the sprinkler system will be placed on an upcoming agenda. The building will be delivered in the next month and there will be a final walk-through. Estimated completion is January 2024.

*Fire Station 4 Renovation-Election Building:* Elections Director Brian Hill gave an update of the new Election building. He stated that the electrical contractors were on site working on the wiring and HVAC duct work. He stated that the Road Department was working on the parking lot for repaving. Mr. Hill thanked everyone involved in the renovation.

Chairman Hearn asked about a brass acknowledgement for Sam Champion that was on the building. He started the fire station. He asked if the brass acknowledgment was preserved.

Chief Hill stated that it was off the building and may have been moved to the new fire station 4.

Mr. Rapson stated that there was a \$125,000 CIP set aside for a storage building at this location.

This concluded presentations.

Chairman Hearn thanked staff for all the work they do.

### **ADJOURNMENT:**

Commissioner Oddo moved to adjourn the May 12, 2023 Board Retreat. Commissioner Maxwell seconded. The motion passed 3-0. Commissioners Gibbons and Rousseau were absent.

The May 12, 2023 Retreat meeting adjourned at 2:28 p.m.

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Tameca P. Smith, County Clerk

Lee Hearn, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 25<sup>th</sup> day of May 2023.

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Tameca P. Smith, County Clerk



# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Request to consider a Noise Disturbance Permit for 794 Highway 279 Fayetteville, Georgia.

**Background/History/Details:**

A Noise Disturbance permit was requested for an annual car and bike show taking place at 794 Highway 279, Fayetteville, Georgia on June 3, 2023 between the hours of 11:00 a.m. to 10:00 p.m.

A survey by Code Enforcement of surrounding neighbors likely to be impacted by the noise was conducted and the results are as follows:

1. Twenty-six (26) homeowners were contacted or notification was left at the resident in reference to the noise permit.
2. Five opposed the noise permit (2 were not contacted about the noise but heard about it from their neighbors and called in opposition).
3. Eight (8) approved of the noise permit, however, five of the eight expressed problems with the traffic but said the noise was not an issue. Code Enforcement advised that we did not permit the traffic or event, only the noise. They stated the noise was not a problem but did not want the event due to the traffic issues surrounding it.
4. No response from fifteen (15) residents where notifications were left.

The Conditional Use request for this event was denied and therefore, staff recommends denial of the noise disturbance permit.

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

Denial of a Noise Disturbance Permit for 794 Highway 279 Fayetteville, Georgia.

**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:**



# Noise Disturbance Permit Survey M23-01623

\*Event Date(s): June 3, 2023

\*Event Time: 11am-10pm

\*Event Description: Annual car and bike show

\*Event Location: 794 Hwy 279

\*Contact Person: Tawanda Roberts 786-606-5092 Alexander Bostic 770-334-7236

Will the proposed noise endanger the public health, safety, or welfare? YES ( ) NO (X)

Notes:

Are other owners or possessors of property likely to be affected by the noise? YES (X) NO ( )

Notes:

**Which of the following circumstances are demonstrated:**

X	The activity or noise source is temporary in nature.
	There is not reasonable economic or technological alternative, as determined by the Board of Commissioners in its sole discretion, currently known or available for the adequate prevention, abatement or control of the noise involved.
	Additional time is necessary for the applicant to alter or modify the noise-producing activity in order to comply with the provisions of the Fayette County Noise Control Ordinance.

Notes:

PERMIT: APPROVED \_\_\_ DENIED \_\_\_ PAYMENT OF \_\_\_ \$25

Officer Signature: *L. White*

Date of survey: 03-16-2023

Attachments: Aerial View (X) Diagram/Survey ( )

Recommend Issuing Permit: Yes ( ) No (X)

Permit Issued: Yes ( ) No ( )

M23-01623



**CODE ENFORCEMENT**  
140 Stonewall Avenue West, Ste. 202  
Fayetteville, Georgia 30214  
Main Line: 770-305-5417  
www.fayettecountyga.gov

## Noise Disturbance Permit Application

Date of Application: March 15, 2023 Application Fee \$25.00

Name of Applicant: Mastermind Investments, LLC / Tawanda Roberts

Mailing Address: 4724 Spring Meadow Cove, Olive Branch, MS 38654

Phone: 786-600-5092 Email: Alexander Bostic 770-334-7236

Organization: Rick Ross Car & Bike Show

Dates for Event: June 3, 2023

Location of the Event: 794 Hwy 279, Fayetteville, GA 30214

Event Times: 11am - 6pm - Car & Bike Show 7pm - 10pm - Private Party

(County Ordinance Prohibits noise disturbance past 9:00 p.m. during weeknights and 10:00 p.m. on weekends)

**Brief Description of Event:**

Car & Bike Show to be held to display antique autos and bikes. There will be a performance by Rick Ross. This year we will also be presenting a donation to a local non-profit at the event.

Upon receipt of application, Code Enforcement will perform a survey of neighboring property owners. All information gathered will be forwarded to Administration who will approve or deny permit request.



# Payment Receipt #017453

3/15/2023

Fayette County

Alexander Bostic

140 Stonewall Ave. West, Suite 201, Fayetteville,  
Georgia, 30214

Item	Amount
Noise Disturbance Fee	\$25.00
<b>Total</b>	<b>\$25.00</b>

**Transaction Method:**

Cash

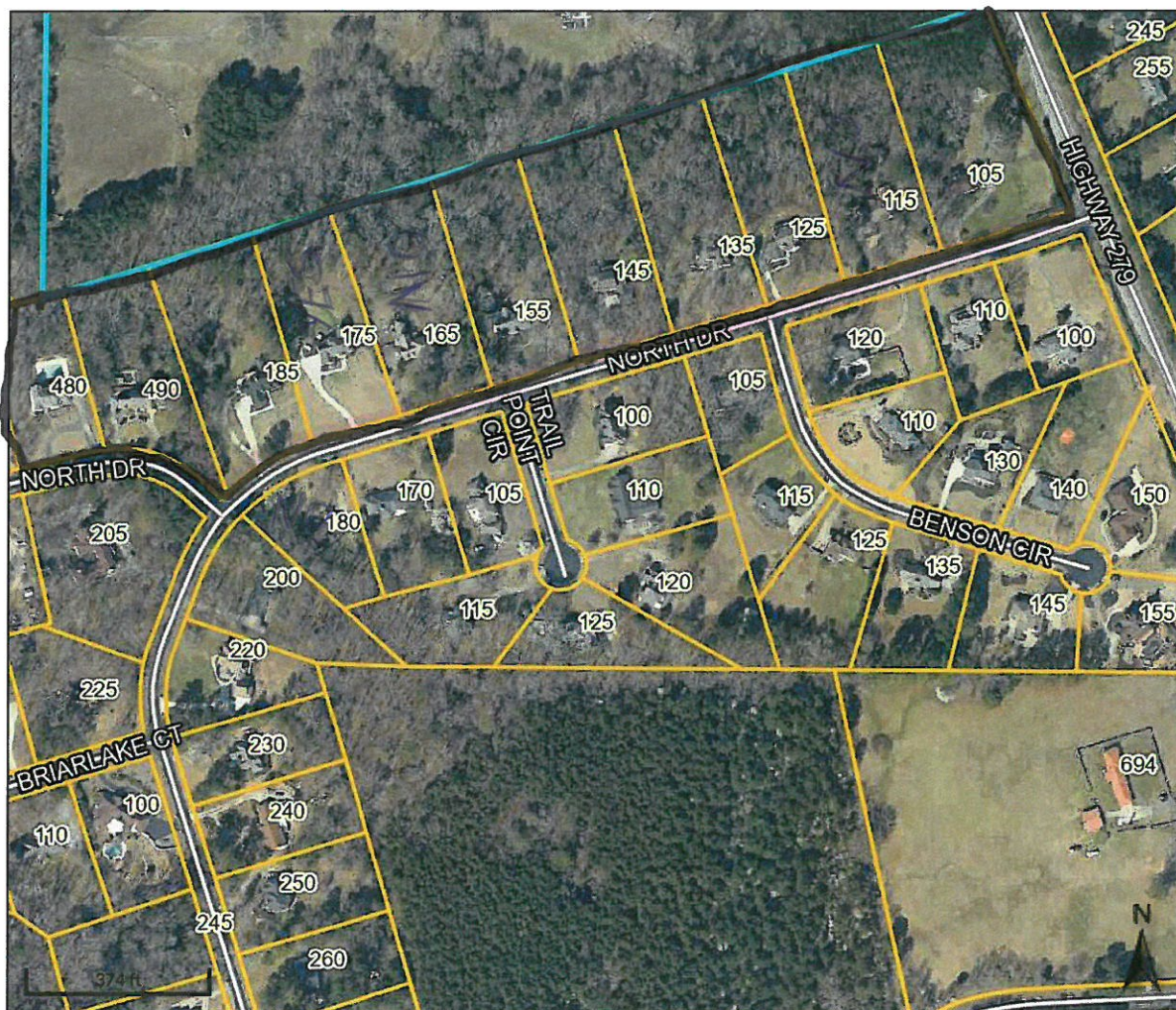
**Notes**

For Misc. Payments - CE Application #MISC-03-2023-083698

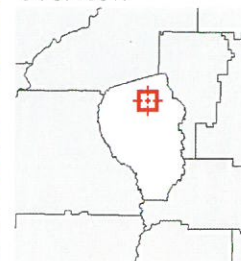
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**Overview**



**Legend**

- Parcels
- Addresses
- Roads
- City Limits
- BROOKS
- FAYETTEVILLE
- PEACHTREE CITY
- TYRONE
- WOOLSEY

<b>Parcel ID</b>	1306 115	<b>Alternate ID</b>	00006467	<b>Owner Address</b>	MASTERMIND INVESTMENTS, LLC
<b>Sec/Twp/Rng</b>	--	<b>Class</b>	A5		4724 SPRING MEADOW COVE
<b>Property Address</b>	795 HIGHWAY 279	<b>Acreeage</b>	104.7		OLIVE BRANCH, MS 38654
<b>District</b>	01				
<b>Brief Tax Description</b>	HWY 279				

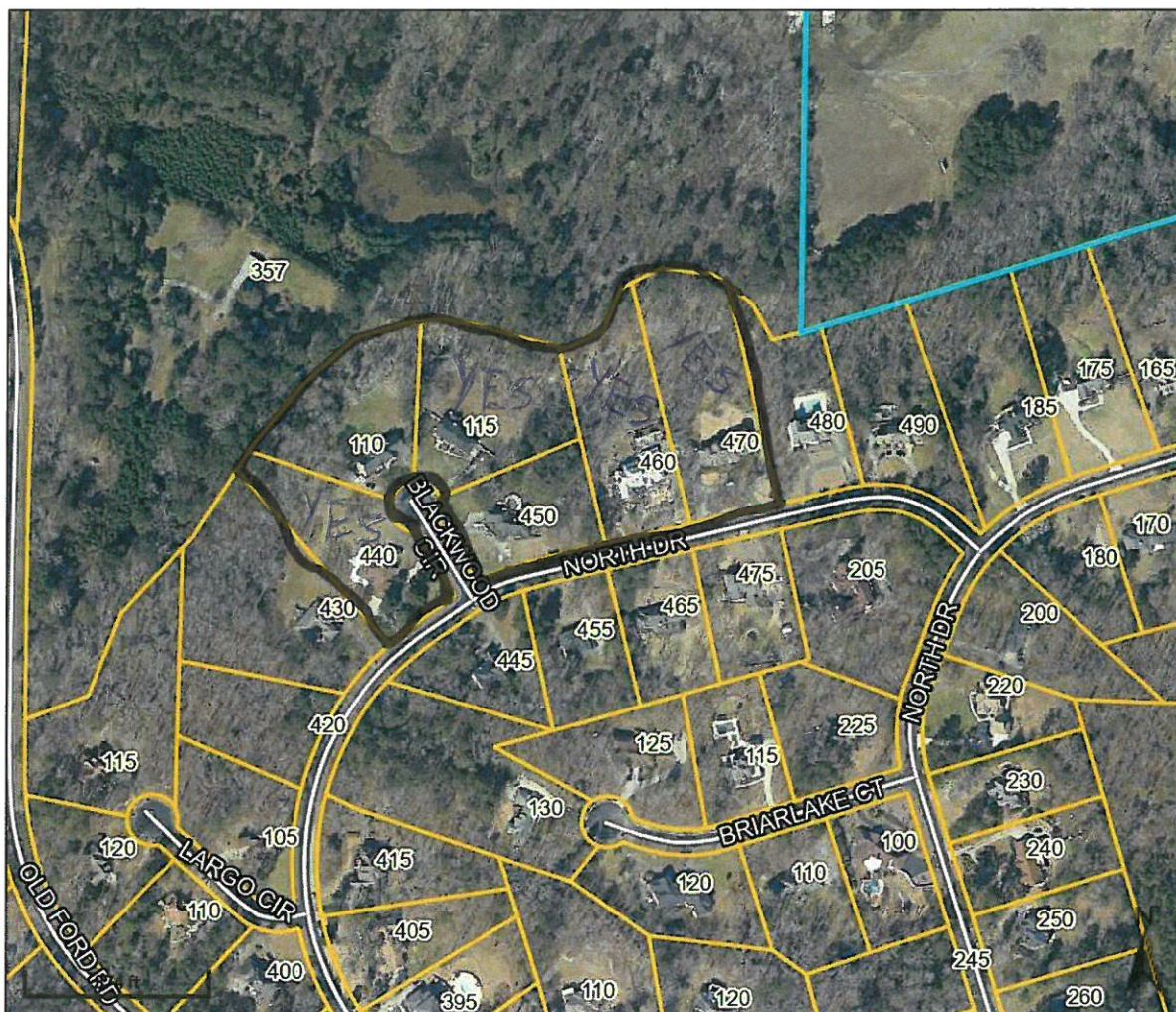
(Note: Not to be used on legal documents)

Date created: 3/15/2023  
 Last Data Uploaded: 3/15/2023 8:06:03 AM

295 - No

Developed by **Schneider**  
 GEOSPATIAL





Overview



Legend

- Parcels
- Addresses
- Roads
- City Limits**
  - BROOKS
  - FAYETTEVILLE
  - PEACHTREE CITY
  - TYRONE
  - WOOLSEY

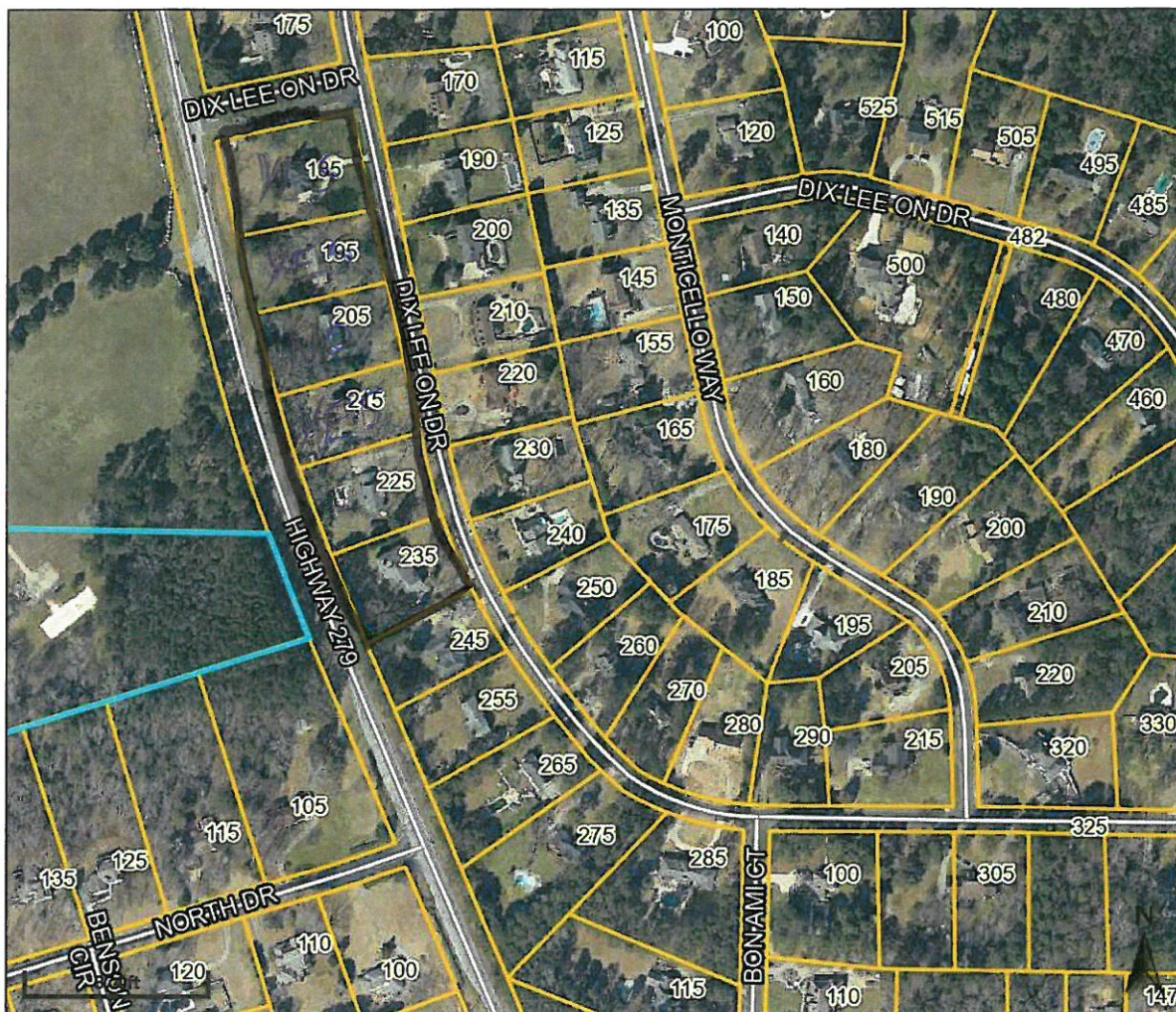
<b>Parcel ID</b> 1306 115	<b>Alternate ID</b> 00006467	<b>Owner Address</b> MASTERMIND INVESTMENTS, LLC
<b>Sec/Twp/Rng</b> --	<b>Class</b> A5	4724 SPRING MEADOW COVE
<b>Property Address</b> 795 HIGHWAY 279	<b>Acreage</b> 104.7	OLIVE BRANCH, MS 38654
<b>District</b> 01		
<b>Brief Tax Description</b> HWY 279		

(Note: Not to be used on legal documents)

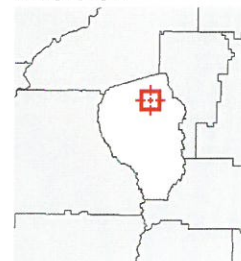
Date created: 3/15/2023  
Last Data Uploaded: 3/15/2023 8:06:03 AM

Developed by  Schneider GEOSPATIAL





Overview



Legend

-  Parcels
-  Addresses
-  Roads
- City Limits**
-  BROOKS
-  FAYETTEVILLE
-  PEACHTREE CITY
-  TYRONE
-  WOOLSEY

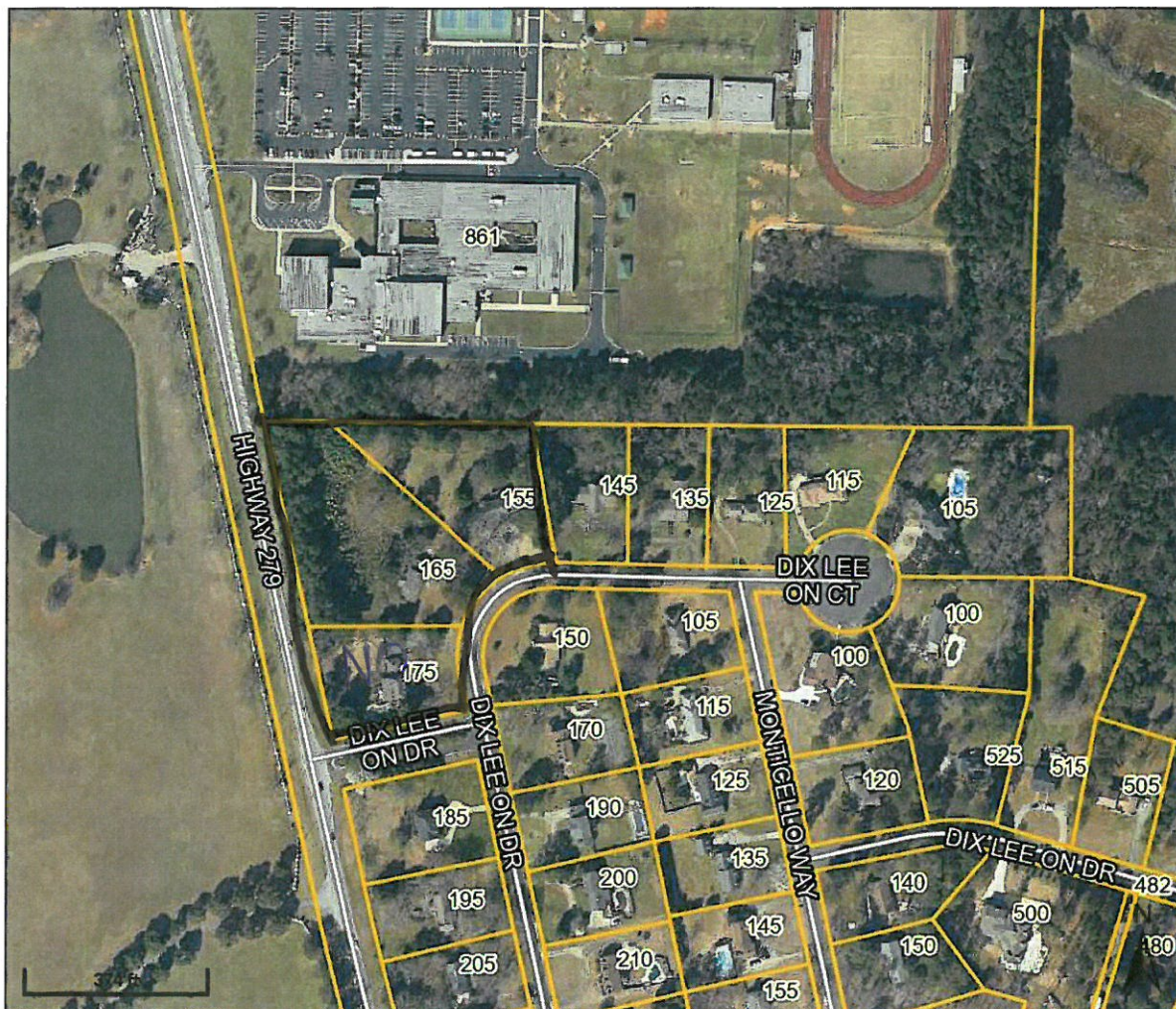
Parcel ID	1306 115	Alternate ID	00006467	Owner Address	MASTERMIND INVESTMENTS, LLC
Sec/Twp/Rng	--	Class	A5		4724 SPRING MEADOW COVE
Property Address	795 HIGHWAY 279	Acreage	104.7		OLIVE BRANCH, MS 38654
District	01				
Brief Tax Description	HWY 279				

(Note: Not to be used on legal documents)

Date created: 3/15/2023  
 Last Data Uploaded: 3/15/2023 8:06:03 AM

Developed by 





**Overview**



**Legend**

- Parcels
- Addresses
- Roads
- City Limits**
- BROOKS
- FAYETTEVILLE
- PEACHTREE CITY
- TYRONE
- WOOLSEY

Parcel ID 1306 115	Alternate ID 00006467	Owner Address MASTERMIND INVESTMENTS, LLC
Sec/Twp/Rng --	Class A5	4724 SPRING MEADOW COVE
Property Address 795 HIGHWAY 279	Acreage 104.7	OLIVE BRANCH, MS 38654
District 01		
Brief Tax Description HWY 279		

(Note: Not to be used on legal documents)

Date created: 3/15/2023  
 Last Data Uploaded: 3/15/2023 8:06:03 AM

Developed by Schneider  
 GEOSPATIAL





## Noise Disturbance Permit Survey M23-01623

**Date of Survey: March 16, 2023**

**Noise Disturbance Permit Applicant: Mastermind Investment LLC**

**Overview:** Fayette County Code Enforcement has received an application for a noise permit from a resident in your neighborhood. This notice is our attempt to notify neighbors of this permit application. Please email or contact us by phone with your support or opposition to this permit request.

**Event Dates:** Saturday, June 3<sup>rd</sup> 11 A.M. – 10 P.M.

**Event Description:** Rick Ross Annual Car Show

**Event Location:** 795 Evander Holyfield Hwy (Hwy 279)

**Code Enforcement has reviewed the application and determined:**

- The proposed noise will not endanger the public health, safety, or welfare.
- The owners or possessors of property are not likely to be affected by the noise source given its temporary in nature.

**Please contact Fayette County Code Enforcement to express any concerns you may have regarding the permit request. Leave a detail voice message or email your response.**

**Main Office: 770-305-5417**

**Email: [codeviolations@fayettecountyga.gov](mailto:codeviolations@fayettecountyga.gov)**

6 No's

de properties

~~25 properties~~

8 Yes's

14 no response

## Sec. 16-41. - Disturbance permits.

- (a) Any person who wishes to obtain an exemption from any provision of this article may apply in writing to the administrator for a disturbance permit. The application shall be accompanied by a fee of \$25.00 and such information and data as the administrator may require including but not limited to reports and documents showing noise levels customarily generated by the proposed activity and proposed means for controlling such noise.
- (b) The marshal's department shall conduct an investigation and make a recommendation to the board of commissioners within 30 days of the receipt of the application.
- (c) Upon consideration of the application and accompanying documentation the board of commissioners may issue a permit exempting the applicant from the application of the provisions of this article as specified in the permit for a period not to exceed 15 days if the application demonstrates the following:
  - (1) The noise occurring or proposed to occur does not endanger public health, safety, or welfare; and
  - (2) In considering the relative interests of the applicant, other owners or possessors of property likely to be affected by the noise, and the general public the permit is warranted; and
  - (3) One of the following circumstances is demonstrated:
    - a. The activity or noise source is temporary in nature and cannot be accomplished in a manner that would comply with the provisions of this article.
    - b. There is no reasonable economic or technological alternative mean, as determined by the board of commissioners in its sole discretion, currently known or available for the adequate prevention, abatement or control of the noise involved.
    - c. Additional time is necessary for the applicant to alter or modify the noise-producing activity in order to comply with the provisions of this article.
- (d) When issuing the permit, all conditions regarding the proposed use shall be written on the face of the permit including, but not limited, the effective date, restrictions on time of day, location on the lot, days of the week, and total hours of use per week.
- (e) Any permit granted pursuant to this section may be extended upon submission and issuance of a new application for permit for an additional 15 day period, provided good cause is shown.

(Code 1992, § 12-32; Ord. No. 2005-08, § 1, 4-14-2005)

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Request to consider a Noise Disturbance Permit for 145 Sheffield Ct., Fayetteville, Georgia.

**Background/History/Details:**

A Noise Disturbance Permit was requested for a wedding ceremony and reception taking place at 145 Sheffield Ct., Fayetteville, Georgia on June 3, 2023, between 4:00 p.m. and 9:00 p.m.

A survey by Code Enforcement of surrounding neighbors likely to be impacted by the noise was conducted and there was no opposition to the permit being issued.

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

Approval or denial of a Noise Disturbance Permit for 145 Sheffield Ct, Fayetteville, Georgia.

**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:**



# Noise Disturbance Permit Survey M23-02047

\*Event Date(s): 06-03-2023

\*Event Time: 4pm- 9pm

\*Event Description: Wedding and reception

\*Event Location: 145 Sheffield Ct Fayetteville, Ga 30215

\*Contact Person: Odessa Beckham

Will the proposed noise endanger the public health, safety, or welfare? YES ( ) NO ( X )

Notes:

Are other owners or possessors of property likely to be affected by the noise? YES ( ) NO ( X )

Notes:

**Which of the following circumstances are demonstrated:**

X	The activity or noise source is temporary in nature.
	There is not reasonable economic or technological alternative, as determined by the Board of Commissioners in its sole discretion, currently known or available for the adequate prevention, abatement or control of the noise involved.
	Additional time is necessary for the applicant to alter or modify the noise-producing activity in order to comply with the provisions of the Fayette County Noise Control Ordinance.

Notes:

PERMIT: APPROVED \_\_\_ DENIED \_\_\_ PAYMENT OF  X  \$25.00

Officer Signature:  [Signature]  Date of survey:  04-24-2023

Attachments: Aerial View (X) Diagram/Survey ( )

Recommend Issuing Permit: Yes (X) No ( )

Permit Issued: Yes ( ) No ( )



**CODE ENFORCEMENT**  
140 Stonewall Avenue West, Ste. 202  
Fayetteville, Georgia 30214  
Main Line: 770-305-5417  
www.fayettecountyga.gov

m23-02047 083864

## Noise Disturbance Permit Application

Date of Application: 4.5.2023

Application Fee \$25.00

Name of Applicant: Odessa Beckham

Mailing Address: 145 Sheffield Ct., Fayetteville 30215

Phone: 917.403.8410

Email: [REDACTED]

Organization: \_\_\_\_\_

Dates for Event: 6.3.2023

Location of the Event: 145 Sheffield Ct., Fayetteville 30215

Event Times: 4pm to midnight.

(County Ordinance Prohibits noise disturbance past 9:00 p.m. during weeknights and 10:00 p.m. on weekends)

**Brief Description of Event:**

wedding & reception.

Upon receipt of application, Code Enforcement will perform a survey of neighboring property owners. All information gathered will be forwarded to Administration who will approve or deny permit request.



# Payment Receipt #017685

4/5/2023

Fayette County

Odessa Beckham

140 Stonewall Ave. West, Suite 201, Fayetteville,

Georgia, 30214

Item	Amount
Noise Disturbance Fee	\$25.00
<i>Online payment transaction fee</i>	\$1.20
<b>Total</b>	<b>\$26.20</b>

**Transaction Method:**

ACI Payment Gateway

**Reference #:**

783027-783027 / Approved(A)

**Transaction Date:**

4/5/2023

**Gateway Response:**

ACI - 783027-783027 / Approved(A)

**Notes**

*For Misc. Payments - CE Application #MISC-04-2023-083864*

*Payment Approved*

Generated on Apr 05, 2023 @ 04:04 PM





**Noise Disturbance  
 Permit Survey  
 M23-02047**

**Date of Survey:** <sup>24</sup>04-21-2023

**Overview:** Fayette County Code Enforcement has received an application for a noise permit from a resident in your neighborhood. This notice is our attempt to notify neighbors of this permit application. Please email or contact us by phone with your support or opposition to this permit request.

**Event Date:** June 3, 2023

**Event Description:** Wedding and reception

**Event Location:** 145 Sheffield Ct.

**Code Enforcement has reviewed the application and determined:**

- The proposed noise will not endanger the public health, safety, or welfare.
- The owners or possessors of property are not likely to be affected by the noise source given its temporary in nature.

**Please contact Fayette County Code Enforcement within 3 days to voice your support or opposition to the permit request. Failure to respond will result in support for this permit.**

**Main Office:** 770-305-5417

**Email:** [codeviolations@fayettecountyga.gov](mailto:codeviolations@fayettecountyga.gov)





# Noise Disturbance Permit Survey M23-02047

**Date of Survey:** 04-21<sup>24</sup>-2023

**Overview:** Fayette County Code Enforcement has received an application for a noise permit from a resident in your neighborhood. This notice is our attempt to notify neighbors of this permit application. Please email or contact us by phone with your support or opposition to this permit request.

**Event Date:** June 3, 2023

**Event Description:** Wedding and reception

**Event Location:** 145 Sheffield Ct.

**Code Enforcement has reviewed the application and determined:**

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**Email:** [codeviolations@fayettecountyga.gov](mailto:codeviolations@fayettecountyga.gov)



# Noise Disturbance Permit Survey M23-02047

Date of Survey: <sup>24</sup>04-21-2023

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**Event Description:** Wedding and reception

**Event Location:** 145 Sheffield Ct.

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**Main Office: 770-305-5417**

**Email: [codeviolations@fayettecountyga.gov](mailto:codeviolations@fayettecountyga.gov)**



# Noise Disturbance Permit Survey M23-02047

**Date of Survey:** 04-<sup>24</sup>21-2023

**Overview:** Fayette County Code Enforcement has received an application for a noise permit from a resident in your neighborhood. This notice is our attempt to notify neighbors of this permit application. Please email or contact us by phone with your support or opposition to this permit request.

**Event Date:** June 3, 2023

**Event Description:** Wedding and reception

**Event Location:** 145 Sheffield Ct.

**Code Enforcement has reviewed the application and determined:**

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- The owners or possessors of property are not likely to be affected by the noise source given its temporary in nature.

**Please contact Fayette County Code Enforcement within 3 days to voice your support or opposition to the permit request. Failure to respond will result in support for this permit.**

**Main Office:** 770-305-5417

**Email:** [codeviolations@fayettecountyga.gov](mailto:codeviolations@fayettecountyga.gov)

105 - left flyer  
 165 - waterfield rd - ~~left flyer~~ YES  
 185 - sheffield ct - vacant  
 115 sheffield ct - YES  
 125 - sheffield ct - YES  
 135 - YES  
 155 - left flyer  
 165 - left flyer  
 175 - left flyer  
 195 - YES  
 205 - YES  
 200 - YES  
 170 - YES  
 180 - YES  
 160 - left flyer  
 140 - left flyer  
 108 Stafford ct -  
 105 -



## Sec. 16-41. - Disturbance permits.

- (a) Any person who wishes to obtain an exemption from any provision of this article may apply in writing to the administrator for a disturbance permit. The application shall be accompanied by a fee of \$25.00 and such information and data as the administrator may require including but not limited to reports and documents showing noise levels customarily generated by the proposed activity and proposed means for controlling such noise.
- (b) The marshal's department shall conduct an investigation and make a recommendation to the board of commissioners within 30 days of the receipt of the application.
- (c) Upon consideration of the application and accompanying documentation the board of commissioners may issue a permit exempting the applicant from the application of the provisions of this article as specified in the permit for a period not to exceed 15 days if the application demonstrates the following:
  - (1) The noise occurring or proposed to occur does not endanger public health, safety, or welfare; and
  - (2) In considering the relative interests of the applicant, other owners or possessors of property likely to be affected by the noise, and the general public the permit is warranted; and
  - (3) One of the following circumstances is demonstrated:
    - a. The activity or noise source is temporary in nature and cannot be accomplished in a manner that would comply with the provisions of this article.
    - b. There is no reasonable economic or technological alternative mean, as determined by the board of commissioners in its sole discretion, currently known or available for the adequate prevention, abatement or control of the noise involved.
    - c. Additional time is necessary for the applicant to alter or modify the noise-producing activity in order to comply with the provisions of this article.
- (d) When issuing the permit, all conditions regarding the proposed use shall be written on the face of the permit including, but not limited, the effective date, restrictions on time of day, location on the lot, days of the week, and total hours of use per week.
- (e) Any permit granted pursuant to this section may be extended upon submission and issuance of a new application for permit for an additional 15 day period, provided good cause is shown.

(Code 1992, § 12-32; Ord. No. 2005-08, § 1, 4-14-2005)

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Request to reappoint Peachtree City Fire/Rescue David Winkles to Position 1 of the Region 4 Emergency Medical Services Advisory Council for a three-year term beginning July 1, 2023 and expiring June 30, 2026.

**Background/History/Details:**

Fayette County is designated within Region 4 of the Office of Emergency Medical Services (OEMS) regional system. Region 4 is comprised of 12 counties located south of Atlanta. Each county has designated seats on the regions professional services council, of which Fayette County has 4 seats. This council is tasked with the oversight of the 911 zoning systems and the regional communication plan. Appointees to the council meet quarterly to address issues regarding response systems and to disseminate region wide information.

New bylaws dictate that the terms of each position be three years from two years. This council seat is filled from appointees recommended by the Fire Chief's of Fayette County Fire & Emergency Services and Peachtree City Fire-Rescue.

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

Approval to reappoint Peachtree City Fire/Rescue David Winkles to Position 1 of the Region 4 Emergency Medical Services Advisory Council for a three-year term beginning July 1, 2023 and expiring June 30, 2026.

**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:**



## Region 04 Emergency Medical Services Advisory Council

[www.ems.ga.gov](http://www.ems.ga.gov)

404-323-4798

Sam Polk  
Council Chair

May 10, 2023

Thomas Woodruff  
Vice-Chair

Tameca Smith  
Fayette County Board of Commissioners  
[tsmith@fayettecountyga.gov](mailto:tsmith@fayettecountyga.gov)

Brian Beckworth  
Secretary

Dear Mrs. Smith,

Chris Hunter  
Parliamentarian

The bylaws for the Region 4 EMS (REMSAC) Council allots Fayette County four positions on the REMSAC based on your population. Position 1 will expire on June 30, 2023 and occupied by David Winkles. Position 2 is currently occupied by Jeff Hill and will expire on June 30, 2024. Position 3 is currently occupied by Kevin Baggett and will expire June 30, 2025. Position 4 is currently occupied by Scott Roberts and will expire on June 30, 2025. The new bylaws dictate that the terms of each position is now 3 years, a change from the previous tenure of 2 years.

Region 4 EMS Council  
Counties

- Butts
- Carroll
- Coweta
- Fayette
- Heard
- Henry
- Lamar
- Meriwether
- Pike
- Spalding
- Troup
- Upson

The Region 4 Council asks that the Fayette County Board of Commissioners to please send in another letter or proclamation naming an appointee to Position 1 with an expiration date of June 30, 2026, In your letter please include the position number, person being appointed, and the term expiration. Please email those letters or proclamations to [Vincent.harris@dph.ga.gov](mailto:Vincent.harris@dph.ga.gov).

Respectfully,

Vincent Harris EFO, FO, ACEM, M.S. ESM  
Regional EMS Director- Region 4  
Georgia Office of EMS and Trauma  
Division of Health Protection  
Georgia Department of Public Health  
[Vincent.harris@dph.ga.gov](mailto:Vincent.harris@dph.ga.gov)

Cell- [REDACTED]

DPH EMS Online: <https://dph.georgia.gov/EMS>

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Consideration of staff's recommendation to appoint Randy Ognio to the Fayette County Transportation Committee, to serve a term beginning April 1, 2023 and expiring March 31, 2026.

**Background/History/Details:**

On January 28, 2016 the Board of Commissioners adopted Ordinance 2016-03- Transportation Committee.

The purpose of the Transportation Committee is to: a) identify traffic problems in the County; b) provide recommendations to the Board of Commissioners for short-and-long term priorities; c) provide input on project alignments and alternatives; d) assist with identification of funding sources, solicitation of federal funds, grants, etc.; e) assist with coordination of projects between the County and municipalities; f) provide appropriate focus on projects to ensure accountability of staff and consultants; g) provide recommendations for long-term goals; h) identify and support safety initiatives; and i) assemble information and facilitate communication of the County's views and concerns to the Georgia Department of Transportation (GDOT) and the Atlanta Regional Commission (ARC).

There are two citizen positions on the committee. One is currently vacant. The position was advertised in accordance with county policy 100.19 - Board Appointment. Two people submitted applications for consideration but one withdrew, leaving Mr. Ognio as the sole applicant. Mr. Ognio served on the Transportation Committee in the past as an elected official and as a citizen representative. Currently he attends the meetings as a guest and stays engaged with local transportation operational and planning issues.

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

Approval to appoint Randy Ognio to the Fayette County Transportation Committee to serve a term beginning April 1, 2023 and expiring March 31, 2026.

**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:**





APPLICATION FOR APPOINTMENT  
Fayette County Transportation Committee

Thank you for your interest in being considered for appointment to the **Fayette County Transportation Committee**. The purpose of the Transportation Committee is to identify traffic problems in the county, provide recommendations for short-and-long term priorities, provide input on project alignments and alternatives; assist with identification and solicitation of federal funds and grants, assist with coordination of projects between the county and municipalities, and to provide appropriate focus that ensures accountability of staff and consultants. Other tasks for the Transportation Committee include providing recommendations for long-term goals, identifying and supporting safety initiatives, and assembling information and facilitating communication of the County's views and concerns to the Georgia Department of Transportation and the Atlanta Regional Committee. It is the intention of the Board of Commissioners that the Fayette County Transportation Committee shall fully explore traffic issues and provide information and recommendations to the Board of Commissioners.

The Transportation Committee meets monthly at 140 Stonewall Avenue West, Suite 100, Fayetteville, Georgia 30214.

Please take a few minutes to complete the form and answer the questions below and return with a resume, if available, to Tameca Smith, County Clerk, via email at [tsmith@fayettecountyga.gov](mailto:tsmith@fayettecountyga.gov) or 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 **no later than 5:00 p.m. on Friday, April 14, 2023.**

If you have any questions, please call (770) 305-5103.

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

NAME Randy C. Ognio

ADDRESS 390 Grooms Circle

Fayetteville, Ga. 30215

TELEPHONE (cell) [REDACTED] (home) 770-719-9382

(email address) randy@boelectric.com

Randy C. Ognio  
Signature

4/10/2023  
Date



APPLICATION FOR APPOINTMENT  
Fayette County Transportation Committee

1. How long have you been a resident of Fayette County?      30 years
  
2. Why are you interested in serving on the Fayette County Transportation Committee?  
I am interested in improving traffic flow in the county and improving safety on our roads and multi-use paths. I am also interested in improving relationship with GDOT and getting more funds from ARC for road projects.
  
3. What qualifications and experience do you possess for appointment to the Transportation Committee?  
I was a County Commissioner for 8 years and have been on the transportation committee since it was created. I have been in construction for over forty years which gives me the understanding about what it takes to build a road.
  
4. List your recent employment experiences to include name of company and position.  
President of B & O Electric Company Inc. President of A. G. Construction Company.  
County Commissioner from 2013 through 2020
  
5. Do you have any past experience relating to the Transportation Committee? If so, please describe.  
Been Chairman of this committee since it was created.
  
6. Are you currently serving on a Committee/board/authority or in an elected capacity with any government?  
I am serving on the transportation committee until me or someone else is appointed to this position.
  
7. Have you attended any Transportation Committee meetings in the past two years and, if so, how many?  
Yes, most of them
  
8. Are you willing to attend seminars or continuing education classes at county expense?      Yes
  
9. What is your vision of the county's future related to the duties of the Transportation Committee?  
For the county to have a safe and efficient road and path system. For traffic to move smoothly and efficiently through and inside Fayette County.
  
10. Would there be any possible conflict of interest between your employment or your family and you serving on the Transportation Committee?      No
  
11. Are you in any way related to a County Elected Official or County employee? If so, please describe.  
No
  
12. Describe your current community involvement.  
Transportation Coimmittee  
Chairman Fayette County Republican Party
  
13. Have you been provided a copy of the county's Ethics Ordinance?      Yes
  
14. Is there any reason you would not be able to comply with the Ethics Ordinance?      No

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Request to reappoint Elizabeth Morgan to a term beginning July 1, 2023 and expiring June 30, 2026 to the McIntosh Trail Community Service Board.

**Background/History/Details:**

The McIntosh Trail Community Service Board is a public entity created by the Georgia legislature in 1993 to provide for mental health, developmental disability, and addictive disease services to residents living in Butts, Fayette, Henry, Lamar, Pike, Spalding and Upson Counties. The mission of the McIntosh Trail Community Service Board is to offer individuals experiencing symptoms associated with mental illness, addictive disease and/or developmental disability the hope for optimal functioning by providing quality behavioral health services and supports. The McIntosh Trail Community Service Board is comprised of fifteen members appointed from each of the seven counties of which Fayette County has three members. Two of the Fayette County's members are appointed from the citizenry by the Fayette County Board of Commissioners and the other member is required to be an elected official or designated county appointee.

One available position was advertised and there was one applicant.

Elizabeth Morgan is the incumbent and current chairperson.

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

Approval to reappoint Elizabeth Morgan to a term beginning July 1, 2023 and expiring June 30, 2026 to the McIntosh Trail Community Service Board.

**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:**



APPLICATION FOR APPOINTMENT  
McIntosh Trail Community Service Board

Thank you for your interest in being considered as Fayette County's appointment to the **McIntosh Trail Community Service Board**.

McIntosh Trail Community Service Board members represent seven counties throughout central-western Georgia to terms which generally last three years. Meetings are typically held once every month anywhere within its seven-county district. Please do not apply if you will be unable to attend a minimum of eighty percent (80%) of all meetings.

Please take a few minutes to complete the application and return it with a resume, if available, to Tameca P. Smith, County Clerk, via email at [tsmith@fayettecountyga.gov](mailto:tsmith@fayettecountyga.gov) or at 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 **no later than 5:00 p.m. on April 14, 2023**.

If you have any questions, please call (770) 305-5103.

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

NAME : Elizabeth Morgan

ADDRESS : 75 Duck Drive Senoia, GA 30276

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TELEPHONE : (cell) [REDACTED] (home) **N/A**

EMAIL ADDRESS : [REDACTED]

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Signature

April 7, 2023  
Date



APPLICATION FOR APPOINTMENT  
McIntosh Trail Community Service Board

1. How long have you been a resident of Fayette County? **I was a resident of Fayette Co for 24 years. I own property in Brooks and we are in the process of building a house there. But I currently reside in Coweta Co.**
2. Why are you interested in serving on the McIntosh Trail Community Service Board? **I have served the board for the past 6 years and the agency has made some great improvements regarding numbers served, quality of care and community involvement. I would like to be part of their continued success.**
3. What qualifications and experience do you possess for appointment to the McIntosh Trail Community Service Board? **I've been one of the board members representing Fayette County for 6 years. I have been the Chairperson for the past 3 years. I'm also a facilitator and trainer with the National Alliance on Mental Health (NAMI). I have a deep understanding of the mental health needs in Georgia, the services McIntosh Trail can provide, and a business background to assist in agency oversight.**
4. List your recent employment experiences to include name of company and position.  
**Sr Manager Programs/Projects – Idemia North America – Current position**  
**Sr Commercial Manager – SITA – 2006 to August 2022**  
**Sr Engagement Manager – Draper and Associates – 2005 to 2006**  
**General Manager – Delta Air Lines – 1996 to 2005**
5. Do you have any past experience relating to the McIntosh Trail Community Service Board? If so, please describe.  
**Yes, I've served the past 6 years representing Fayette County.**
6. Are you currently serving on a commission/board/authority or in an elected capacity with any government?  
**Chairperson, McIntosh Trail Community Service Board**
7. Have you attended any McIntosh Trail Community Service Board meetings in the last two years and, if so, how many? **Yes, all of them.**
8. Are you willing to attend seminars or continuing education classes at county expense? **Yes**
9. What is your vision of the county's future related to the duties of the McIntosh Trail Community Service Board? **I want to see more collaboration between McIntosh Trail and other Non-Profits in Fayette County and the other 6 counties. We are looking at how we can fund a new crisis unit in one of the counties so that Pinewoods in Griffin isn't the only facility available. I also hope we can find a partnership with the Fayette County Police and Sheriff's department to assist with the new demands created by the new 988 crisis line and the requirements**



from the state. Our CEO has effectively implemented this successfully in Henry County. In addition, I hope we can assist Judge Thompson in the implementation of a mental health court, when he and the county are ready.

- 10. Would there be any possible conflict of interest between your employment or your family and you serving on the McIntosh Trail Community Service Board? No
  
- 11. Are you in any way related to a County Elected Official or County employee? If so, please describe. No
  
- 12. Describe your current community involvement. Aside from my service at McIntosh Trail, My Husband and I facilitate a NAMI Family Support Group in Fayette County. I have also taught two virtual 8 week NAMI Family to Family classes in the past year with attendees from both Fayette and Henry Counties.
  
- 13. Have you been given a copy of the county's Ethics Ordinance? Yes
  
- 14. Is there any reason you will not be able to comply with the County's Ethics Ordinance? No



ONE OPEN POSITION ON THE FAYETTE COUNTY McINTOSH TRAIL COMMUNITY SERVICE BOARD

The McIntosh Trail Community Service Board is a public entity created by the Georgia Legislature in 1993 to provide for mental health, developmental disability, and addictive disease services to residents living in Butts, Fayette, Henry, Lamar, Pike, Spalding, and Upson Counties. The mission of the McIntosh Trail Community Service Board is to offer individuals experiencing symptoms associated with mental illness, addictive disease and / or developmental disability the hope for optimal functioning by providing quality behavioral health services and supports.

The McIntosh Trail Community Service Board is comprised of fifteen members appointed from each of the seven counties of which Fayette County has three members. Two of Fayette County's members are appointed from the citizenry by the Fayette County Board of Commissioners and the other member is required to be an elected official or designated county appointee. The McIntosh Trail Community Service Board meets on a monthly basis at various locations throughout its seven-county region.

The Fayette County Board of Commissioners would like to notify interested Fayette County citizens that a citizen's appointment for **a term beginning July 1, 2023 and ending June 30, 2026** is available. The Board will accept applications with resumes for this position.

Applications can be obtained by visiting [www.fayettecountyga.gov](http://www.fayettecountyga.gov) Public Notices. All applications must be returned to Tameca Smith at [tsmith@fayettecountyga.gov](mailto:tsmith@fayettecountyga.gov) or at 140 Stonewall Avenue West, Suite 100, Fayetteville, Georgia 30214 **no later than 5:00 p.m. on Friday, April 16, 2023.**

**Contact:** Tameca P. Smith, County Clerk  
Office (770) 305-5103

## ELIZABETH “LIZ” MORGAN

Senoia, GA 30276 | [REDACTED] | [REDACTED] | [linkedin.com/in/Elizabeth-m-morgan](https://www.linkedin.com/in/Elizabeth-m-morgan)

### PROJECT MANAGEMENT

Exceptional proven experience delivering complex, global projects on-time and budget. Consistent leader, motivating team success with direct reports or indirect, multi-disciplinary teams. Driven by a challenge and determined to exceed customer expectations. Dedicated to building long-term, effective partnerships with vendors and stakeholders. A passion for projects, people, and continuous learning. Core competencies include:

Contract Negotiation | Mentoring | Problem Solving | Service Delivery | Vendor Management  
Business Strategy | Cross-Functional Leadership | Team Building | Requirements Analysis

### EXPERIENCE

**Idemia - North America**, Atlanta, GA

**2023 – Current**

#### **Senior Manager – Programs / Projects**

Managed Technology implementations for the Department of Motor Vehicles in Virginia, North Carolina and South Carolina.

**SITA**, Atlanta, GA

**2006 – August 2022**

#### **Senior Commercial Manager – PSS Vendor and Resource Management Office**, 2014 – August 2022

Oversaw sourcing, negotiating, and contracting for a portfolio of 100+ suppliers worldwide with an annual spend of \$40M. Improved efficiency by centralizing all supplier activities into one vendor/resource management office. Eliminated management training time, consolidated budgets and approval processes which expedited major cost reductions in 2020 & 2021.

#### **Special Projects:**

- **PSS Business Decommission Program**– Selected to program manage the wind-down and closure of the SITA PSS business unit. Indirect oversight of a 30+ global team. Schedule, people plan, and dependency management, plus program tracking and executive reporting. A 3-year program, completed on-time, with substantial cash consumption savings over plan.
- **Project Jumpstart**– Conducted market analysis on airlines, competitors, and solutions to identify best target market for PSS products. Prepared market win proposal for presentation to C-Level decision makers to increase revenue.

#### **Senior Project / Product Manager**, 2006 – 2014

Directed strategic initiatives in the areas of customer delivery, software development, and process re-engineering.

- **Program Recovery**– Chosen to evaluate and resolve a failing ecommerce partnership agreement. Aligned with the partner to create a cross-functional program structure centered around the customer, with new governance and performance goals.
- **Customer Strategy and Technology Delivery** - Created a program to transition existing customers from mainframe applications to service-oriented architecture. Built a high-performing, global team of 12 and produced communication strategies to accelerate customer migration. Designed automated tools to gather, track, and manage large scale deployments. Launched 3 beta implementations.
- **Customer Engagement** – Primary accountability for Amtrak ecommerce and kiosk development and implementation. Led a team of software developers, QA staff, and hardware providers to complete a re-launch of the customer website and the installation of 26 kiosks across 17 locations.
- **Product Management** – Shaped loyalty solutions for airline customers based on their needs. Grew customer acquisition by understanding purchase drivers and constant assessment of the market. Recommended a new approach, completed due diligence activities and executed a strategic partnership that replaced SITA's loyalty product. Increased profits by 30% over 10 years.



ELIZABETH “LIZ” MORGAN | [REDACTED] | PAGE TWO

### ADDITIONAL RELEVANT EXPERIENCE

**DRAPER AND ASSOCIATES**, Atlanta, GA

**Senior Consultant and Director of Relocation Services – Atlanta Housing Authority (AHA)**

Drove client movement from Atlanta Housing Authority (AHA) Projects to affordable housing by directing and supervising a team of 9 direct reports. Effectively partnered with suppliers to provide skilled and compassionate services to large, diverse, inter-city communities. Successfully relocated 700+ clients.

**DELTA AIRLINES**, Atlanta, GA

**General Manager – Consumer Marketing Technology and Operations**

Oversaw customer acquisition, retention, and operational delivery of programs to evolve and grow the Delta SkyMiles® loyalty program.

**Manager – Consumer Marketing Performance and Planning**

A business management role, with a special focus on executive-level advising and interdepartmental collaboration. Lead annual planning and budgeting process, manage performance reporting, drive progress on key initiatives, and deliver effective communications on behalf of the SVP.

**Manager – Project Management Learning Systems**

Launched the corporate project management office, and “Delta Certification in Project Management” program (DCPM). The program was awarded 30 CEUs by the council on continuing education.

**Systems Manager – Reservation Sales and Service, Call Center Operations**

Managed the project management office (PMO) for all projects impacting 8 domestic and 3 international call centers. Led a team of 15 project managers.

### EDUCATION

**Bachelor of Science, BS in Business Administration**, Columbia Southern University

**PMP Certification**, Project Management Institute, through 2024

### PROFESSIONAL DEVELOPEMENT

Corporate Spokesperson (Jackson Spalding Communications),  
Product Development Stage/Gate Process (Product Development Institute – Scott Edgett),  
Management Training – Problem Solving, Team Building, Continuous Improvement (CIT), Leadership Training,  
Performance Management, Facilitation

### TECHNICAL EXPERTISE

MS Excel | MSWord | MS PowerPoint | MS Project | Oracle Financial Systems

### PROFESSIONAL AWARDS

**Project Management Institute (PMI) Mentor** –Individuals and Non-Profit (Points of Light)

**Delta Winners Circle Award** (Most Successful Marketing Team)

**Team Leader** – Continuous Improvement Team of the Year

### VOLUNTEER WORK

**McIntosh Trail Community Service Board** – Board Chair 2017-2023

**Children’s Health Center of Atlanta** - Volunteer

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Request to award Contract #2226-P-Public Health Building, Construction Manager at Risk to MEJA Construction, Inc. for the initial amount of \$1,190,000, to include General Conditions and General Requirements, Design and the Construction Manager fee to renovate the East Fayette Elementary School building for public health use.

**Background/History/Details:**

The new Public Health facility is planned to provide all the Department of Public Health Services to the County in one place. The project delivery for the new Public Health facility is through the appointment of a Construction Manager at Risk (CMAR). The CMAR provides professional services and acts as a consultant to the owner in the design development and construction phases of the renovation of the former East Fayette Elementary School. Mr. Tim Symonds of Morgan Mill Consulting is Project Manager.

Fayette County requested firms submit technical proposals detailing their proposed team, their approach to the project and similar work they have done. An evaluation committee scored the responding firm's proposals based on technical merit and initial price. Proposed prices included pre-construction design work, general conditions and their fee based on an estimated construction cost of \$10 million. Construction costs will be negotiated and added to the contract as a Guaranteed Maximum Price, at a later date.

The evaluation committee recommends award to the highest scoring firm, MEJA Construction, Inc.

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

Approval to award Contract #2226-P-Public Health Building, Construction Manager at Risk to MEJA Construction, Inc. for the initial amount of \$1,190,000, to include General Conditions and General Requirements, Design and the Construction Manager fee to renovate the East Fayette Elementary School building for public health use.

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

Project funding is available in CIP 205AA.

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

Through: Ted L. Burgess 

From: Natasha M. Duggan 

Date: May 25, 2023

**Subject: Contract #2226-P: Construction Manager at Risk to Renovate School Building for Public Health Use**

Public Health District 4 and the Fayette County Public Health Department have partnered with the Board of Commissioners to provide a medical office building for public health and community mental health functions. It is proposed that the former East Fayette Elementary School be renovated for use as a Public Health facility.

The renovation and design of the Public Health building will be through the appointment of a Construction Manager at Risk (CMAR). The CMAR provides professional services and acts as a consultant to the owner in the design development and construction phases. The CMAR will work closely with the Project Manager, Morgan Mill Consulting, to develop final documents and bid packages for sub-contractors.

The Purchasing Department issued Request for Proposals #2226-P to secure a CMAR for the design and renovation of the East Fayette Elementary School to serve as a Public Health Office and medical building. Notice of the opportunity was emailed to 12 companies. Another 588 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code #91819 (Buildings, Structures and Components Consulting), #91831 (Construction Consulting), and #91832 (Consulting Services, Not Otherwise Classified). The offer was also advertised through Georgia Local Government Access Marketplace, Channel 23, the Fayette County News and the Fayette County website.

Four firms submitted proposals. The Evaluation Committee, comprised of members from Environmental Management, Public Works, Purchasing, and the Project Manager scored the proposals based on the Technical Merit criteria documented in the RFP. The criteria included (1) firm history & capability, (2) relevant experience, (3) project personnel, (4) financial information, and (5) project approach. The prices were then scored and added to the Technical Merit scores (Attachment 1).

The Evaluation Committee recommends award of the contract to MEJA Construction, Inc. This is MEJA's first contract with the County, so a contractor performance evaluation is not available. References were contacted and all gave high recommendations.

MEJA's offered price of \$1,190,000 includes their General Contractor fee, pre-construction costs, and anticipated General Conditions and General Requirements Costs. These were calculated based on an estimated construction cost of \$10 million. The CMAR will competitively select construction subcontractors and suppliers, and then negotiate a Guaranteed Maximum Price with the County. At that point, the Board of Commissioners will be requested to approve the additional amounts, which will be added to the CMAR contract by change order.

Specifics of the proposed contract are as follows:

<b>Contract Name</b>	#2226-P: Construction Manager at Risk to Renovate School Building for Public Health Use	
<b>Contractor</b>	MEJA Construction, Inc.	
<b>Contract Amount</b>	\$1,190,000 excluding actual construction costs, which will be added by change order	
<b>Budget:</b>		
Fund	<b>375</b>	<b>CIP</b>
Org Code	37550110	Health
Object	541320	Buildings & Structures
Project	205AA	Public Health Building
Available	\$7,626,630.35	As of 5/10/2023

PROPOSAL #2226-P: CMAR to Renovate School Building for Public Health Use  
EVALUATION SCORING SHEET

Responder Name:		MAX POINTS	Albion	Hogan	J&R Construction	MEJA
TECHNICAL MERIT:						
1	Firm history & capability	10	4.3	5.8	3.8	7.5
2	Relevant Experience	10	4.8	6.0	4.3	8.8
3	The project personnel	15	9.8	10.5	9.3	8.5
4	Financial Information	5	2.3	3.8	3.0	4.0
5	Project Approach	20	7.8	13.3	8.5	18.3
Technical Merit Score		60	21.0	26.0	20.3	28.8

Proposed Price \$ 1,446,467.88 \$ 1,403,965.00 \$ 1,230,037.00 \$ 1,190,000.00

Technical Merit Score	60	21.0	26.0	20.3	28.8
Proposed Price Score	20	15.7	16.4	19.3	20.0
Total Score		36.7	42.4	39.6	48.8



# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Request to award Contract #1972-S, Fire Training Facility Project Management Services, Change Order 2, Additional Scope of Work and Timeline Extension, to Morgan Mill Consulting for the not-to-exceed amount of \$60,800.

**Background/History/Details:**

On June 10, 2021, the Board of Commissioners approved Contract #1972-S with Mr. Tim Symonds of Morgan Mill Consulting to serve as project manager for the Fire Training Facility. Mr. Symonds also serves as Project Manager for development of the Sheriff's Office Tactical Driving Course.

Due to delays in the connected Tactical Driving Course Project, Change Order 2 requests approval to extend the Fire Training Facility Project Management Services by 26 months and add the Fire Training Tower and Burn Building, Aerial Pumper/Driver training course and other associated training areas to the scope of work.

It is requested that the Board of Commissioners approve a change order to the contract with Mr. Tim Symonds, of Morgan Mill Consulting, to extend the timeline for project management services.

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

Approval to award Contract #1972-S, Fire Training Facility Project Management Services, Change Order 2, Additional Scope of Work and Timeline Extension, to Morgan Mill Consulting for the not-to-exceed amount of \$60,800.

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

Funds are available in Project 193AH, Links Training Design / Development.

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

Through: Ted L. Burgess 

From: Natasha M. Duggan 

Date: May 25, 2023

**Subject: Contract 1972-S: Fire Training Facility Project Management Services  
 Change Order 2: Additional Scope of Work and Timeline Extension**

On June 10, 2021, the Board of Commissioners awarded contract #1972-S to Morgan Mills Consulting to provide project management (PM) services for the Fire Training facilities at the County owned property on Hewell Road.

Due to delays in the connected Tactical Driving Course Project, Change Order 2 requests approval to extend the timeline by 26 months for the Fire Training Facility and add the Fire Training Tower and Burn Building, Aerial Pumper/Driver training course and other associated training areas to the scope of work. The change order scope also includes a detailed cost estimate on the Fire Training classroom building. Third party testing for the classroom site and civil engineering are not included in this scope of work since these expenses are required to be paid directly by the County.

Specifics of the proposed contract change order are as follows:

<b>Contract Name</b>	#1972-S: Fire Training Facility Project Management Services	
<b>Contractor</b>	Morgan Mills Consulting	
<b>Change Order 2</b>	Additional Scope of Work and Timeline Extension	
<b>Type of Contract</b>	Professional Services	
<b>Not-to-Exceed</b>	\$31,200.00	
<b>Change Order 2</b>	<u>60,800.00</u>	
<b>Revised Not-to-Exceed</b>	\$92,000.00	
<b>Budget:</b>		
Fund	375	Capital Improvement Project
Org Code	37530550	Fire Services
Object	541210	Other Improvements
Project	193AH	Links Training Design / Development
Available	\$803,850.51	As of 5/15/2023



**Proposal for the extension of Contract 1972-S & additional scope services**

Please see below my proposal for extending & adding to the Project Management Services in connection with the development of the Fire Training Classroom Building at the old Links Course.

The original agreement was time constrained and will expire at the end of June 2023. Due to delays in the connected Tactical Driving Course project and securing funding for the project, the timeline for the project will extend beyond June 2023. Up to this point the following work has been completed:

- Clearing & Grading of the Fire Training Facility:
  - Completed design of the civil engineering & grading work
  - Qualifying bids received on civil engineering work.
- Fire Training Classroom Building:
  - Appointment of Architectural and Engineering Design Consultants
  - Development of the design to Bidding & Construction Document stage
  - Detailed Cost Estimate of the Classroom building.

In addition to the above, it has been decided to move forward with the additional scope of work connected to all phases of the Fire Training Facility, which includes the Fire Training Tower and Burn building, Aerial Pumper / Driver training course and other associated training areas.

With the proposed appointment of a General Contractor to carry out the grading and civil engineering work in April, the following are the expected timelines:

Appoint General Contractor	- End of May 2023
Start on site with grading work	- July 2023
Completion of grading work	- July 2024
Bid out Classroom / Training Tower	- August 2023
Appoint GC Classroom / Training Tower	- October 2023
Start on site with Classroom / Training Tower	- December 2023
Completion of all projects	- July 2025

The following is summary of the expected additional costs:

Item 1	Extension of time of existing contract – 26 months @ \$1,300	\$33,800
Item 2	Detailed Cost Estimate on Fire Training Classroom building	\$6,000
Item 3	PM Services for additional scope:	
	a. Design development stage	\$8,000
	b. Bidding / Analysis stage	\$7,000
	c. Construction Administration Stage	\$6,000
	<b>Total Additional Fee</b>	<b>\$60,800</b>

I will keep a record of my hours and will invoice accordingly on a monthly basis with associated backup and details.

**Assumptions and exclusions:**

- Project construction schedules are as noted above.
- Any extraordinary travel or project expenses will be reimbursable.

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Request to award Contract #2165-B Fayette County Tactical Driving Course & Fire Training Ground Clearing, Grading & Paving to McLeRoy, Inc. for \$6,126,092.18 and to transfer \$1,991,622 from Fire Fund Balance and \$853,552 from EMS Fund Balance to CIP Project 193AH.

**Background/History/Details:**

The county owned property on Hewell Road is the site of a new tactical driving course for the Sheriff's Office to provide additional training for Sheriff Deputies. Adjacent to the Sheriff's training area, the Fire Training Ground will be the first phase of the Fire Complex which will ultimately include a classroom building, burn/training tower, driving cone course and apparatus testing equipment area. The grading requires dirt moved from the track area to provide the base for the Fire Training area. This necessitated bidding the two projects under one contract to be performed by one contractor.

The Sheriff's Office and Fire and EMS recommend awarding to the low bidder McLeRoy, Inc. for the base bid and alternates for \$6,126,092.18.

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

Approval to award Contract #2165-B Fayette County Tactical Driving Course & Fire Training Ground Clearing, Grading & Paving to McLeRoy, Inc. for \$6,126,092.18 and to transfer \$1,991,622 from Fire Fund Balance and \$853,552 from EMS Fund Balance to CIP Project 193AH.

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

Project funding for the Sheriff portion (\$2,620,567.80) of the project is available in 5565H, 21AR1 and 2023 SPLOST. Project funding for Fire & EMS portion (\$3,505,524.38) of the project is available in 21AR6 and 193AH after Fire Fund and EMS Fund balance transfer.

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

Through: Ted L. Burgess 

From: Natasha M. Duggan 

Date: May 25, 2023

**Subject: Contract 2165-B: Fayette County Tactical Driving Course & Fire Training Ground Clearing, Grading and Paving**

The County owned property on Hewell Road, formerly known as The Links Golf Course, is the site of a new tactical driving course for the Sheriff's Office to provide a venue for additional driving training for Sheriff's Deputies. Adjacent to the Sheriff's training area, the Fire Training Grounds will be the first phase of the Fire complex which will ultimately include a classroom building, burn/training tower, driving cone course, and apparatus testing equipment area. The grading requirements necessitated bidding the two projects under one contract to be performed by one contractor.

The Purchasing Department issued Invitation to Bid #2165-B to secure a contractor for clearing, grading, and paving of the new tactical driving course and the Fire Training Ground. Notice of the opportunity was emailed to 113 companies. Another 1,771 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code #98832 (Grading, Parking Lots, etc., Not Road Building), #91223 (Construction, General: Backfill Services, Digging, Ditching, Road Grading, Rock Stabilization, etc.), #91219 (Clearing and Grubbing Services) and #91396 (Paving and Resurfacing, Streets, Major and Residential). The offer was also advertised through Georgia Local Government Access Marketplace, Channel 23, the Fayette County News, and the County website.

Four responsive companies submitted bids (Attachment 1). A fifth company submitted a bid but was non-responsive because they did not indicate that they were pre-qualified with GDOT in the required work classes.

Fire & EMS and the Fayette County Sheriff Department recommend awarding the base bid and all alternates to McLeRoy, Inc. for a total contract amount of \$6,126,092.18.

The Sheriff's portion of the award is \$2,620,567.80. Funding is available in CIP Projects 5565H and 21AR1, and the 2023 SPLOST (Attachment 2).



The Fire & EMS portion is \$3,505,524.38. Funding of \$1,468,850.51 is available in CIP Projects 193AH and 21AR6. Fire and EMS is requesting approval for a Fire fund balance transfer in the amount of \$1,991,622 and an EMS fund balance transfer of \$853,552 (Attachment 2). These transfers will fund not only the remaining project total of \$2,036,673.77 but will also fund future phases of the Fire Training Center.

A Contractor Performance Evaluation is attached (Attachment 3).

Specifics of the proposed contract are as follows:

<b>Contract Name</b>	<b>#2165-B: Fayette County Tactical Driving Course &amp; Fire Training Ground Clearing, Grading and Paving</b>		
<b>Contractor</b>	McLeRoy, Inc.		
<b>Contract Amount</b>	\$6,126,092.18		
<b>Budget*:</b>			
Fund	<b>Sheriff</b>	<b>Fire</b>	<b>EMS</b>
Contract Amount	\$2,620,567.80	\$2,651,972.38	\$853,552.00
Available Amount**	\$3,875,087.20	\$3,460,472.51	\$853,552.00

\*Attachment 2 illustrates breakdown of projects and funding sources.

\*\*After Transfer Approval

## Tally Sheet

### 2165-B: Tactical Driving Course & Fire Training Ground Clearing, Grading & Paving

	Georgia Development Partners, LLC	Piedmont Paving, Inc.	McCoy Grading, Inc.	McLeRoy, Inc.	FS Scarbrough LLC
<b>BASE BID</b>					
Vehicle Tactical Track Facility	3,450,951.14	2,648,061.01	2,488,218.62	2,624,628.25	
Fire & EMS Training Facility	1,504,632.75	1,409,851.28	1,332,951.46	1,881,093.83	
Allowances	106,000.00	106,000.00	106,000.00	106,000.00	
Total Base Bid	5,061,583.89	4,163,912.29	3,927,170.08	4,611,722.08	
<b>ALTERNATES</b>					
Mass Rock Excavation	7,500.00	15,000.00	6,629.00	5,368.00	Disqualified*
24" Curb & Gutter	77,514.88	117,210.00	126,899.36	68,020.87	
Heavy Duty Concrete Paving	1,291,097.37	1,783,875.00	1,509,729.09	896,504.22	
Light Duty Concrete Paving	160,498.80	170,100.00	190,039.50	121,772.70	
Concrete Pads (3)	229,585.93	293,130.00	341,985.00	213,822.05	
2" Copper Service Line	9,312.70	2,875.00	8,768.75	5,293.45	
6" DIP Water Line	68,700.20	65,650.00	66,124.70	65,437.90	
Fire Hydrant Assembly	31,653.60	22,400.00	28,603.84	26,285.00	
8X6 Tapping Sleeve & Valve	7,076.97	4,500.00	4,989.00	5,119.71	
6" Double Detector Check Vault	26,202.27	17,500.00	24,248.27	17,786.23	
6" PVC Sanitary Sewer	10,113.60	15,200.00	7,868.80	6,604.80	
pvc Sewer Cleanout	5,907.18	3,000.00	3,126.60	9,917.40	
Septic System - Complete	59,692.97	75,000.00	37,333.33	51,383.83	
6" Truck Wash Drain System	142,308.28	25,000.00	22,117.60	21,053.94	
<b>BASE BID + ALTERNATES TOTAL</b>	7,188,748.64	6,774,352.29	6,305,632.92	6,126,092.18	

\*This bid was disqualified due to an incomplete Contractors and Subcontractors Prequalification Table.

Dollar amounts in red font indicate correction of an error in totalling base bids.

Attachment 1

## Attachment 2

**2165-B: Fayette County Tactical Driving Course & Fire Training Ground Clearing, Grading and Paving  
Project Funding**

Fund	Sheriff	Sheriff	Sheriff	Sheriff Total	Fire	EMS	Fire	Fire/EMS Total	Project Total
Org	37530310	37530310	TBD		37530550	TBD	37530550	37530550	
Object	541320	541210/541320	TBD		541210	TBD	541210		
Project	21AR1	5565H	2023 SPLOST		193AH	193AH	21AR6		
Current Available	\$ 763,662.89	\$ 611,424.31	\$ 2,500,000.00	<b>\$ 3,875,087.20</b>	\$ 803,850.51	\$ -	\$ 665,000.00	<b>\$ 1,468,850.51</b>	\$ 5,343,937.71
Transfer Requested	\$ -	\$ -	\$ -	\$ -	\$ 1,991,622.00	\$ 853,552.00	\$ -	<b>\$ 2,845,174.00</b>	\$ 2,845,174.00
Available (After Transfer)	\$ 763,662.89	\$ 611,424.31	\$ 2,500,000.00	\$ 3,875,087.20	\$ 2,795,472.51	\$ 853,552.00	\$ 665,000.00	<b>\$ 4,314,024.51</b>	\$ 8,189,111.71
Contract Amount	\$ 763,662.89	\$ 611,424.31	\$ 1,245,480.60	<b>\$ 2,620,567.80</b>	\$ 1,986,972.38	\$ 853,552.00	\$ 665,000.00	<b>\$ 3,505,524.38</b>	\$ 6,126,092.18



**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: MCLEROY INC (QUALITY CONSTRUCTION)	Contract Number: 1894-B
Mailing Address: 200 PLAZA DRIVE	Contract Description or Title: BROGDON & NEW HOPE
City, St, Zip Code: ZEBULON, GA 30295	Contract Term (Dates) From: 02/2021 TO 05/2022
Phone Number: 770-567-3514	Task Order Number:
Cell Number:	Other Reference: 2184-B REDWINE, BERNHARD & PEACHTREE PARKWAY ROUNDBOUT
E-Mail Address: ERIC@MCLEROYINC.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: <i>P. Mallon</i>	Date of Evaluation: 11/21/2022
Print Name: Phil Mallon	Department/Division: Public Works
Title: Director of Public Works	Telephone No: 770-320-6009



## CONTRACTOR PERFORMANCE EVALUATION

### Explanation of Outstanding or Unsatisfactory Ratings

Page 2

Company Name: MCLEROY INC (QUALITY CONSTRUCTION)      Contract Number: 1894-B

#### EXPLANATIONS / COMMENTS

- 1. Do not submit page 2 without page 1.
- 2. Use this page to explain evaluations of *Outstanding* or *Unsatisfactory*.
- 3. Be specific (include paragraph and page numbers referenced in the applicable contract, etc.). Continue on separate sheet if needed (show company name and contract number or other reference)


<b>Purchasing Department Comments</b> (e.g. did the vendor honor all offers; submit insurance, bonds & other documents in a timely manner; and provide additional information as requested?):

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Request to award FY 2024 Property & Casualty Insurance coverage in the amount of \$889,654.00 to Association of County Commissioners of Georgia (ACCG).

**Background/History/Details:**

Insurance carriers issue property and casualty policies on an annual basis. Because of the nature of the industry, the most effective way to procure insurance is to authorize a Broker of Record to solicit on behalf of the county. Apex Insurance Services, the Broker of Record for Fayette County, surveyed the current market and provided two packages for the county's consideration:

AmGuard Insurance / Wright Specialty Insurance	\$925,527.00
Association of County Commissioners of Georgia	\$889,654.00

Staff recommends award to ACCG, who offered the lowest price for Fiscal Year 2024 coverage.

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

Award of FY 2024 Property & Casualty Insurance coverage in the amount of \$889,654.00 to Association of County Commissioners of Georgia (ACCG).

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

Funding will be allocated across the impacted funds in the FY2024 budget.

Has this request been considered within the past two years?

If so, when?

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

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**



**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: May 25, 2023

**Subject: Property & Casualty Insurance for FY 2024**

The county enters into an agreement for property and casualty insurance each fiscal year. It includes various categories of coverage, including general liability, automobile liability and collision, public officials and employees' liability, law enforcement liability, crime, property and equipment, inland marine, and related risk categories. Cyber liability coverage was added in Fiscal Year 2019 and drone coverage in Fiscal Year 2021.

Due to the unique nature of the insurance industry, the county designates a Broker of Record to obtain proposals from insurance carriers each year. This provides access to insurance carriers that we could not get from issuing our own Requests for Proposal, and therefore a more effective procurement method. The current Broker of Record is Apex Insurance Agency, Inc.

Apex canvassed insurance carriers that serve local governments for premium quotes for the county. They provided us a choice of two insurance packages, one from AmGuard Insurance Company and Wright Specialty Insurance, and the other from ACCG. While each provides its own benefits, it is recommended that Fiscal Year 2024 property and casualty insurance coverage be awarded for the package offered by ACCG, for annual premiums of \$889,654 (Attachment #1). For comparison, the AmGuard package was offered at \$925,527.

The recommended provider's premium is a 21.5% increase over the Fiscal Year 2023 amount. While this is a significant amount, it includes a 17% property value increase, 17 additional automobiles, 20 additional police officers, and 42 additional fulltime employees. We have been told that counties across the state are experiencing price increases, some as high as 40% or more.

Historical premium trends for Fayette County are as follows:



A Contractor Performance Evaluation for Apex is attached (Attachment 2). Specifics of the proposed contract are as follows:

<b>Policy Type</b>	FY 2024 Property & Casualty Insurance
<b>Broker</b>	Apex Insurance Services
<b>Insurance Carrier:</b>	
ACCG	Property, Inland Marine, Crime
ACCG	Liability Coverage (except cyber liability)
Global Aerospace	Drone Insurance
Hartford	Commissioners' Travel & Sheriff's Office AD&D
Corvus Insurance	Cyber Liability
<b>Amount</b>	\$889,654.00

**Budget Request for FY 2024:**

10010090 523180 General Gov't Non-Departmental	\$108,120
10010090 523187 Commissioners' Travel Insurance	750
10030090 523180 Public Safety Non-Departmental	421,862
10030090 523187 Sheriff's Office AD&D	1,707
10040090 523180 Public Works Non-Departmental	72,100
21530800 523180 911 Communications	26,375
27030550 523180 Fire Services	90,940
27230600 523180 EMS	20,820
50541010 523180 Water Administration	146,980
Total Budget	<u>\$889,654</u>



COVERAGE	EXPIRING PREMIUM	ACCG INDICATION	CARRIER	EXPIRING LIMITS	PROPOSED LIMITS	NOTES	EXPIRING DEDUCTIBLE	PROPOSED DEDUCTIBLE	
<b>GENERAL LIABILITY</b>	<b>\$59,413</b>	<b>\$801,564</b>	<b>ACCG</b>	\$2,000,000/\$3,000,000	\$4,000,000/No Aggregate	<i>Each Occurrence/ General Aggregate Aggregate</i>	\$25,000	\$25,000	
Products/Completed Operations	Included	Included		\$3,000,000	\$3,000,000		\$25,000	\$25,000	
Personal & Advertising Injury	Included	Included		\$2,000,000	\$2,000,000		\$25,000	\$25,000	
Damage to Premises Rented to You	Included	Included		\$1,000,000	\$1,000,000		\$25,000	\$25,000	
Failure To Supply	Included	Included		\$1,000,000	\$1,000,000		\$25,000	\$25,000	
Limited Pollution	Included	Included		\$1,000,000	\$1,000,000		\$25,000	\$25,000	
Medical Payments	Included	Included		\$5,000	\$5,000		-	-	
Sexual Abuse & Molestation	Included	Included		\$1,000,000	\$1,000,000		<i>Each Occurrence</i>	\$25,000	\$25,000
<b>EMPLOYEE BENEFITS LIABILITY</b>	Included	Included		\$2,000,000/\$2,000,000	Included		<i>Each Employee/Aggregate</i>	\$1,000	\$25,000
<b>PUBLIC OFFICIALS LIABILITY</b>	<b>\$6,864</b>		<b>ACCG</b>	\$2,000,000	\$4,000,000		<i>Each Claim</i>	\$25,000	\$25,000
<b>EMPLOYMENT PRACTICES LIABILITY</b>	<b>\$64,042</b>			\$2,000,000	Included	<i>Each Claim</i>	\$25,000	\$25,000	
<b>POL &amp; EPL TOTAL AGGREGATE</b>	Included	Included		\$2,000,000	\$8,000,000	<i>Policy Aggregate</i>	\$25,000	\$25,000	
Non-Monetary Relief	Included	Included		\$50,000/\$100,000	Not Covered		\$25,000	\$25,000	
Retro Date: Full Prior Acts	Included	Included		Included	Occurrence Form				
<b>POLICE PROFESSIONAL LIABILITY</b>	<b>\$163,370</b>			\$2,000,000/\$2,000,000	\$4,000,000/\$8,000,000	<i>Each Wrongful Act/Aggregate</i>	\$25,000	\$25,000	
Line of Duty Death Coverage	Included	Included		\$50,000/\$100,000	Not Included		\$0	\$0	
<b>AUTOMOBILE LIABILITY</b>	<b>\$84,633</b>		<b>ACCG</b>	\$1,000,000	\$1,000,000	<i>Any Auto</i>	\$25,000	\$25,000	
Uninsured/ Underinsured Motorist	Included	Included		\$75,000	\$75,000		\$25,000	\$25,000	
Hired Auto	Included	Included		Included	Included				
Non-Owned Auto	Included	Included		Included	Included				
Medical Payments	Included	Included		\$5,000	\$5,000				
<b>Number of Units with Liability</b>	Included	Included		<b>401</b>	<b>433</b>	<i>Includes Trailers</i>			
<b>AUTOMOBILE PHYSICAL DAMAGE</b>	<b>\$23,625</b>		<b>ACCG</b>						
Hired Auto Physical Damage	Included	Included		\$50,000	\$50,000		\$1,000/\$1,000	\$25,000/\$25,000	
<b>UMBRELLA</b>	<b>\$18,252</b>	<b>Not Covered</b>		\$3,000,000/\$3,000,000	Not Included	<i>Each Claim/Aggregate (Sits over GL)</i>	\$10,000	-	
<b>PROPERTY</b>	<b>\$216,476</b>		<b>ACCG</b>			<i>Replacement Cost</i>			
Blanket Limit	Included	Included		\$217,611,131	\$221,491,193		\$10,000	\$25,000	
Equipment	Included	Included		Included	Included		\$10,000	\$25,000	
Lights	Included	Included		Included	Included			\$25,000	
Business Income/Extra Expense	Included	Included		\$250,000	\$250,000		72 Hours	72 Hours	
Computer Equipment	Included	Included		Included	Included		<i>Functional Replacement Cost</i>	\$10,000	\$25,000
Valuable Information Property	Included	Included		Included	Included		\$10,000	\$25,000	
<b>FLOOD COVERAGE</b>	<b>Included</b>	<b>Included</b>		\$5,000,000/\$5,000,000	\$5,000,000/\$5,000,000			\$50,000	\$25,000
<b>EARTHQUAKE COVERAGE</b>	<b>Included</b>	<b>Included</b>		\$5,000,000/\$5,000,000	\$5,000,000/\$5,000,000			\$50,000	\$25,000
<b>EQUIPMENT BREAKDOWN</b>	<b>Included</b>	<b>Included</b>	<b>ACCG</b>	\$150,000,000	\$150,000,000				
Expediting Expenses	Included	Included		\$250,000	\$250,000		\$0	\$10,000	
Hazardous Substances	Included	Included		\$250,000	\$250,000		\$0	\$10,000	
Perishable Goods	Included	Included		\$250,000	\$250,000		\$0	\$10,000	
Data Restoration	Included	Included		\$250,000	\$250,000		\$0	\$10,000	
<b>CRIME</b>	<b>\$3,628</b>		<b>ACCG</b>						
Employee Theft	Included	Included		\$1,000,000	\$500,000		\$10,000	\$25,000	
Money Orders & Counterfeit Paper Currency	Included	Included		\$250,000	Not Covered		\$10,000	-	
Computer & Funds Transfer Fraud	Included	Included		\$500,000	\$500,000		\$10,000	\$25,000	
Forgery or Alteration	Included	Included		\$500,000	\$500,000		\$10,000	\$25,000	
Inside the Premises - Theft of Money and Secur	Included	Included		\$250,000	\$500,000		\$10,000	\$25,000	
Outside the Premises	Included	Included		\$250,000	Included		\$10,000	\$25,000	
<b>INLAND MARINE</b>	<b>\$15,171</b>		<b>ACCG</b>						
Contractor's Equipment	Included	Included		\$11,537,879	\$5,986,943	<i>Actual Cash Value</i>	\$5,000	\$25,000	
Leased/Rented Equipment	Included	Included		\$500,000	\$500,000	<i>Actual Cash Value</i>	\$5,000	\$25,000	
<b>DRONE COVERAGE</b>	<b>\$5,133</b>	<b>\$5,863</b>	<b>Global</b>	6	7	<i>Drones</i>			
Liability	Included	Included		\$1,000,000	\$1,000,000	<i>\$5,000 Med Pay</i>	\$0	\$0	
Physical Damage	Included	Included		Included	Included	<i>Total Value</i>	0%	0%	
<b>ACCIDENT COVERAGE</b>									
Sheriff's Department AD&D Policy	\$1,707	\$1,707	<b>The Hartford</b>	\$10,000/\$50,000	\$10,000/\$50,000	<i>ADD/Aggregate</i>			
Commissioners' Travelers Accident Policy	\$750	\$750		\$250,000/\$750,000	\$250,000/\$750,000	<i>ADD/Aggregate</i>			
<b>CYBER <i>*includes TRIA, taxes &amp; fees</i></b>	<b>\$58,834</b>	<b>\$39,770</b>	<b>TKHCC</b>	\$1,000,000	\$1,000,000		\$100,000	\$75,000	
<b>PROVIDER/BROKER FEES</b>	<b>\$8,000</b>	<b>\$40,000</b>							
<b>TERRORISM COVERAGE</b>	<b>\$2,330</b>	<b>Included</b>							
<b>TOTAL PREMIUM</b>	<b>\$732,228</b>	<b>\$889,654</b>							

IMPORTANT: This summary sheet is for informational purposes only and does not supersede the proposal or policy.



## 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: <b>Apex Insurance Agency, Inc.</b>	Contract Number: <b>N/A</b>
Mailing Address: <b>4725 Peachtree Corners Circle, Suite 370</b>	Contract Description or Title: <b>Property &amp; Casualty Insurance Broker of Record</b>
City, St, Zip Code: <b>Peachtree Corners, GA</b>	Contract Term (Dates) From: <b>7/1/2022</b> To: <b>6/30/2023</b>
Phone Number: <b>770-441-1888</b>	Task Order Number: <b>N/A</b>
Cell Number: <b>678-315-5540</b>	Other Reference: <b>N/A</b>
E-Mail Address: <a href="mailto:hill@apexinsurance.com">hill@apexinsurance.com</a>	

**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: 05/09/2023
Print Name: Bill Lackey	Department/Division: Fleet/Public Works
Title: Director, Fleet Maintenance/Safety	Telephone No: 770.320.6014



# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Request to renew a contract with Midwest Employers Casualty Company at an annual cost of \$131,561.00 for a period of one year from July 1, 2023 to June 30, 2024.

**Background/History/Details:**

Fayette County's Workers Compensation coverage is a "self-insured" arrangement utilizing third parties for excess insurance and claims administration and uses Quadrant Insurance Managers as broker. The County utilizes Midwest Employee Casualty Company (MECC) for excess insurance and claims services. The County switched from Affinity Service Group to Georgia Administrative Services in 2016 as the third party administrator for workers compensation claims administration.

Quadrant Insurance Managers contacted Midwestern Employers Casualty, American International Group (AIG), Safety Mutual, Berkley Risk, and Ameri-Trust/Meadowbrook for quoting. Safety Mutual and AIG are both indicating an increase in specific retention to \$1,000,000. Berkley Risk has not responded and Ameri-Trust/Meadowbrook is rumored to be for sale or merger. The only viable quote received was from our current carrier, Midwest.

Staff's recommendation is to renew with Midwest for excess insurance at an annual cost of \$131,561.00 as listed in the attached backup. This represents a 3% rate increase from .2912 to .2999 of payroll. This rate increase does not require an increase to our specific retention which will remain at \$750,000 per claim. Renewal rate specifics are attached for your review.

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

Approval to renew a contract with Midwest Employers Casualty Company at an annual cost of \$131,561.00 for a period of one year from July 1, 2023 to June 30, 2024.

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

These funds reside in the Workers Compensation Self-Insurance Fund, 60110595-523182.

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:**

Insurer: Midwest Employers Casualty Company

Policy Effective Date: 07/01/2023

Insured: Fayette County Board of Commissioners  
Policy #: EWC006548

Quote Date: 04/03/2023  
Quote Expiration Date: 60 Days

POLICY TERMS	0244874	QUOTE OPTIONS				
Named States	GA					
<b>SPECIFIC:</b>						
Specific Limit	STATUTORY					
Specific Retention	\$600,000					
Specific Retention - 7710 GA	\$750,000					
Specific Retention - 7720 GA	\$750,000					
<b>EMPLOYERS LIABILITY:</b>						
Employers Liability Limit	\$1,000,000					
Employers Liability Retention	See Specific					
<b>AGGREGATE:</b>						
Aggregate Limit	NA					
Aggregate Retention	NA					
Estimated Aggregate Retention	NA					
Minimum Aggregate Retention	NA					
<b>RATING BASE:</b>						
Est. Annual Payroll	\$43,868,440					
Est. Annual Manual Premium	\$908,378					
Length of Policy (Years)	1.000000					
Est. Policy Normal Premium	\$908,378					
Rate per \$100 of Payroll	0.2999					
<b>PREMIUM:</b>						
Total Est Policy Prd Premium (including Flat Charges)	\$131,561					
Policy Minimum Premium	\$118,405					
Deposit Premium	\$131,561					
Deposit Flat Charge(s)	NA					
<b>Total Deposit Due*</b>	\$131,561					
Terrorism Risk Ins Act of 2002 (incl in Total Deposit Due above)	\$3,947					

\* The following states are subject to a premium surcharge: GA. The amount of the surcharge is not included in any premium amount shown above; it is in addition to the premium amount(s) above. The amount of the surcharge is subject to change as directed by the Department of Insurance and other agencies.

**CONDITIONS / COMMENTS:**

\* MECC must be notified of any aircraft changes occurring during the policy period.  
Early Renewal Quote: Must be bound by 4/30/2023

Insurer: Midwest Employers Casualty Company

Policy Effective Date: 07/01/2023

Insured: Fayette County Board of Commissioners  
Policy #: EWC006548

Quote Date: 04/03/2023  
Quote Expiration Date: 60 Days

---

Quote Option(s) 0244874 Include(s) the following Endorsements:

CMB-1	Amendment to Schedule Item 1
CMB-6-CLS	Amendment to Schedule Item 6
CMB-11	Amendment to Schedule Item 11
CMB-199	Policyholder Disclosure Notice of Terrorism Insurance
ISI-254-EXC	Aircraft Exclusion
ISI-261	Voluntary Compensation
ISI-GA (11-16)	Georgia

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act as amended, (the "Act"), is included in the quote for your policy.

As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act.

However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act is shown below, and does not include any charges for the portion of losses covered by the United States government under the Act.

Quote Option	<u>0244874</u>
TRIA Charge:	\$3,947
	<u>          </u>

Name of Insurer: Midwest Employers Casualty Company  
Name of Insured: Fayette County Board of Commissioners



Endorsement Effective:

Policy No.:

Named Insured:

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Aircraft Exclusion Endorsement

This Policy does not cover any Loss arising out of the ownership, maintenance, operation or use of any aircraft that is leased, owned (in whole or in part) or operated by you, your executive officer(s), director(s), Employee(s), parent company or subsidiary. This exclusion does not apply to regularly scheduled commercial airlines or chartered aircraft.

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Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

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Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Endorsement Effective:

Policy No.:

Named Insured:

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Amendment to Schedule Item 1

Schedule Item 1 is amended to read as follows:

1. Insured:

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Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.



Endorsement Effective:

Policy No.:

Named Insured:

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Amendment to Schedule Item 11

Schedule Item 11 is amended to read as follows:

11. Classification of Operations:

Total Manual Premium:  
(a) Experience Modification Factor:  
(b) Other Modification Factor:  
Normal Premium:

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Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Endorsement Effective:

Policy No.:

Named Insured:

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Amendment to Schedule Item 6

Schedule Item 6 is amended to read as follows:

6. Specific Retention:

Classification	Specific Retention
All Other	

The term "All Other" refers to any class code on the Policy which is not specifically named above.

If an accident involves multiple Employees in separate classifications with different Specific Retentions, then the greatest of the Specific Retentions will apply.

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Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

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Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Endorsement Effective:

Policy No.:

Named Insured:

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Georgia Endorsement

This endorsement applies only to coverage provided by this Policy because Georgia is named in Item 3 of the Schedule Page.

**IF YOU ARE A MEMBER OF THE GEORGIA SELF-INSURERS GUARANTY TRUST FUND, THEN THE FOLLOWING AMENDMENTS APPLY:**

The following is added to the end of Section C. Bankruptcy or Insolvency of Part Six – Conditions of this Policy:

If the Georgia Self-Insurers Guaranty Trust Fund is called upon to expend monies on behalf of the insolvent or bankrupt member insured under this Policy in order to pay Workers' Compensation benefits, medical expenses or other costs pursuant to O.C.G.A. 34-9-1, et seq., we will reimburse the Georgia Self-Insurers Guaranty Trust Fund for those amounts according to the terms of this Policy. This provision is subject to the Policy terms, Retention(s) and Limit(s). The Georgia Self-Insurers Guaranty Trust Fund will be treated as the insured for purposes of reimbursement pursuant to this endorsement and payments made by the bankrupt insolvent named insured will be credited towards the Retention for the benefit of the Georgia Self-Insurers Guaranty Trust Fund.

Section I. Cancellation of Part Six – Conditions of this Policy is amended to read as follows:

**I. Cancellation and Non-Renewal.**

1. You may cancel this Policy by giving us and the authorities shown below at least sixty (60) days advance notice by registered mail stating the cancellation date.

We may cancel this Policy by giving notice to you and the following authorities:

State Board of Workers' Compensation  
270 Peachtree Street, NW  
Atlanta, GA 30303-1299

Georgia Self-Insurers Guaranty Trust Fund  
303 Peachtree Street, Suite 3500  
Atlanta, GA 30308

We must mail or deliver notice at least ten (10) days before the effective date of cancellation if this Policy has been in effect less than sixty (60) days or if we cancel for nonpayment of premium. If this Policy has been in effect sixty (60) or more days and we cancel for a reason other than nonpayment of premium, we must send to you a notice of cancellation by certified mail, return receipt requested, at least sixty (60) days prior to the effective date of cancellation. Our mailing of registered notice to your address shown in Schedule Item 2 will be sufficient proof that we cancelled this Policy.

If by mutual consent we agree with you to cancel the Policy, we will mail to the authorities shown above a copy of the cancellation endorsement that you and we have signed.

If this Policy is cancelled, the Policy Period shall end at 12:01 A.M. on the cancellation date. This Policy does not apply to loss or liability which arises out of bodily injury by accident or bodily injury by disease that occurs after the effective date of such cancellation.



Endorsement Effective:

Policy No.:

Named Insured:

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In the event of cancellation of this Policy, Final Premium shall be calculated as set forth in Part Five – Premium, Section C. Final Premium of this Policy.

2. If you and the Georgia Board of Workers' Compensation have not received written notice by registered mail of our intent not to renew this Policy at least sixty (60) days prior to policy expiration set forth in Schedule Item 5, this Policy shall automatically renew for a period of time equal to the period set forth in Schedule Item 5.

The following is added as Section K. Subsidiaries and Affiliates of Part Six – Conditions of this Policy:

**K. Subsidiaries and Affiliates.** You must notify us within ten (10) days of the existence of any Georgia self-insured subsidiaries or affiliates not contemplated at the effective date of this Policy; additional premium may apply.

**IF YOU ARE NOT A MEMBER OF THE GEORGIA SELF-INSURERS GUARANTY TRUST FUND, THEN THE FOLLOWING AMENDMENTS APPLY:**

Section I. Cancellation of Part Six – Conditions of this Policy is amended to read as follows:

**I. Cancellation and Non-Renewal.**

1. You may cancel this Policy by giving us and the authority shown below at least sixty (60) days advance notice by registered mail stating the cancellation date.

We may cancel this Policy by giving notice to you and the following authority:

State Board of Workers' Compensation  
270 Peachtree Street, NW  
Atlanta, GA 30303-1299

We must mail or deliver notice at least ten (10) days before the effective date of cancellation if this Policy has been in effect less than sixty (60) days or if we cancel for nonpayment of premium. If this Policy has been in effect sixty (60) or more days and we cancel for a reason other than nonpayment of premium, we must send to you a notice of cancellation by certified mail, return receipt requested, at least sixty (60) days prior to the effective date of cancellation. Our mailing of registered notice to your address shown in Schedule Item 2 will be sufficient proof that we cancelled this Policy.

If by mutual consent we agree with you to cancel this Policy, we will mail to the authority shown above a copy of the cancellation endorsement that you and we have signed.

If this Policy is cancelled, the Policy Period shall end at 12:01 A.M. on the cancellation date. This Policy does not apply to loss or liability which arises out of bodily injury by accident or bodily injury by disease that occurs after the effective date of such cancellation.

In the event of cancellation of this Policy, Final Premium shall be calculated as set forth in Part Five – Premium, Section C. Final Premium of this Policy.

Endorsement Effective:

Policy No.:

Named Insured:

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2. If you and the Georgia Board of Workers' Compensation have not received written notice by registered mail of our intent not to renew this Policy at least sixty (60) days prior to policy expiration set forth in Schedule Item 5, this Policy shall automatically renew for a period of time equal to the period set forth in Schedule Item 5.
- 

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

\_\_\_\_\_  
Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Endorsement Effective:

Policy No.:

Named Insured:

---

Policyholder Disclosure Notice of Terrorism Insurance Coverage Endorsement

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act as amended, (the "Act"), is included in your Policy. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

- A. The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act is: \$\_\_\_\_\_ and does not include any charges for the portion of losses covered by the United States government under the Act.

Name of Insurer: Midwest Employers Casualty Company

Policy Number:

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Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

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Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.



Endorsement Effective:

Policy No.:

Named Insured:

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Voluntary Compensation Endorsement

It is hereby agreed and understood that Voluntary Compensation coverage is added to this Policy.

A. How This Coverage Applies

1. This coverage applies to bodily injury by accident and bodily injury by disease. Bodily injury includes resulting death.
2. The bodily injury must be sustained by an Employee included in the group of Employees described in the listing below that are normally employed by you in a State listed in Schedule Item 3.
3. The bodily injury must occur in the course of employment necessary or incidental to work in a State listed in Schedule Item 3.
4. The bodily injury must occur in a State as defined under Section G. State, of the General Section of this Policy or elsewhere if the Employee is temporarily working outside of the United States of America for you for less than ninety (90) days.
5. Bodily injury by accident must occur during the Policy Period.
6. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The Employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the Policy Period.

B. Our Specific Indemnity

We will indemnify you for Loss paid by you in excess of your Specific Retention for benefits that would be required of you if you and your Employees described in the listing were subject to the Workers' Compensation Law of a State listed in Schedule Item 3. We will indemnify you for those amounts paid by you to the volunteers who would be entitled to them under the law.

C. Exclusions

This Voluntary Compensation Endorsement does not cover:

1. Any obligation imposed by any Workers' Compensation Law or any similar law.
2. Any loss that would have been excluded under Part One of this Policy if your Employees shown under the schedule below would have been subject to the Workers' Compensation Law for the applicable State named in Schedule Item 3.

Endorsement Effective:

Policy No.:

Named Insured:

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D. Before We Indemnify

Before we indemnify you for Loss paid by you under the terms of this endorsement, the person(s) entitled to the benefits of this insurance must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to you their right to Recovery from others who may be responsible for the injury or death.
3. Cooperate with you, and do everything necessary to enable you to enforce the right of Recovery from others.

If the person(s) entitled to the benefits of this insurance fail to do these things, our duty to indemnify you ends at once. If they claim damages from you or from us for the injury or death, our duty to indemnify you ends at once.

E. Recovery

All parts of Section K. Recovery of Part Four – Claims, of this Policy will apply.

Listing of Employees

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Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

\_\_\_\_\_  
Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Request to approve an Easement Agreement between the Fayette County Development Authority, Trilith PropCo, LLC and Fayette County.

**Background/History/Details:**

Trilith PropCo conveyed the Water Tower Parcel to Fayette County to facilitate construction of a water tower and ancillary infrastructure.

This Easement Agreement grants and defines: the Water Line Easement Area for construction and permanent maintenance of the Water Line connecting the tank to the distribution system; the Temporary Construction Easement allows access over and across the Water Line Easement Area and the Water Tower Parcel; a Access Easement for the purpose of vehicular ingress and egress to and from the Water Tower Parcel and the Water Line Easement Area; and for Trilith PropCo to put a "Trilith Studios" logo on the Water Tower.

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

Approval of an Easement Agreement between the Fayette County Development Authority, Trilith PropCo, LLC and 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?

**\* 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:**

## EASEMENT AGREEMENT

**THIS EASEMENT AGREEMENT** (the “Agreement”) is made and entered into this \_\_\_ day of April, 2023 (the “Effective Date”), by and between the **Fayette County Development Authority**, a public body corporate and politic of the State of Georgia (the “Grantor”), **Trilith PropCo, LLC**, a Delaware limited liability company (“Trilith PropCo”) and **Fayette County**, a political subdivision of the State of Georgia (the “Grantee”), with reference to the facts set forth below. Grantor and Grantee may each individually be referred to as a “Party” and may together be referred to as the “Parties.”

### RECITALS

**WHEREAS**, Grantor is the fee simple owner of certain real property lying and being located in Land Lots 10 and 11, 7th District, City of Fayetteville, Fayette County, Georgia, said property being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (“Grantor’s Property”);

**WHEREAS**, Trilith PropCo, is the lessee and sole occupant of Grantor’s Property as set forth in that certain Second Amended and Restated Lease Agreement, dated as of September 1, 2021, by and between Grantor and Trilith PropCo’s predecessor in interest Trilith Studios, LLC as lessee. Trilith PropCo consents to this Agreement and the easements granted herein.

**WHEREAS**, on even date herewith, Grantor has conveyed the parcel of land more particularly depicted and described on **Exhibit B** attached hereto and incorporated herein by reference to Grantee in fee simple (“Water Tower Parcel”) to facilitate the construction of a water tower and ancillary infrastructure thereon (the “Water Tower”).

**WHEREAS**, to facilitate the construction of the Water Tower on the Water Tower Parcel, Grantor has agreed to permit Grantee to construct and maintain a water line (the “Water Line”) on a portion of Grantor’s Property, as more particularly illustrated on **Exhibit C** attached hereto and incorporated herein by reference (the “Water Line Easement Area”); and

**WHEREAS**, Grantor and Trilith PropCo have agreed to grant certain temporary and perpetual easement rights to Grantee to access, construct, repair and maintain the Water Tower and the Water Line as more particularly set forth herein; and

**NOW, THEREFORE**, for and in consideration of the sum of ten and no/100 dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants and agreements contained herein, the parties do hereby covenant and agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference as if set forth in full herein.

2. **Grant of Permanent Maintenance Easement.** Grantor and Trilith PropCo hereby grant, bargain, and convey to Grantee, and its employees, agents, representatives, and contractors, for the use and benefit of the Grantee a perpetual non-exclusive easement in, on, through, under and across the Water Line Easement Area for the purpose of maintaining, operating and servicing

the Water Line, which may be required for the full exercise of the rights herein granted (collectively, the “Maintenance Easement”). Grantee shall be responsible for all costs and expenses incurred in the maintenance, operation and servicing of the Water Line in the course of exercising its rights under the Maintenance Easement. The Maintenance Easement includes the right to cut away and keep clear, remove and dispose of all trees, shrubs or other plant materials or above ground or subsurface obstructions which now or in the future may be located within Water Line Easement Area, and the right to grade and stabilize any slopes in such easement areas. All improvements, installation and construction work related to the Water Line shall be installed in compliance with the standards, requirements and permit conditions of the State of Georgia, or such other governmental agency as may have jurisdiction over such work, utilizing materials and construction techniques required by any such agency, and to complete all construction in a good and workmanlike manner designed to minimize inconvenience and disruption. Upon completion of such work, the surface area and all permitted landscaping shall be restored to the same or similar condition existing prior to such disturbance with such area smoothed and seeded with grass or other appropriate ground cover.

3. **Grant of Temporary Construction Easement.** Grantor and Trilith PropCo hereby grant, bargain, and convey to Grantee and Grantee’s agents, contractors, and employees, a temporary non-exclusive easement (the “Temporary Construction Easement”) for the benefit of the Grantee, over and across the Water Line Easement Area as may be necessary for the construction and installation of the Water Line and related improvements. In addition, during the construction and installation of the Water Line or Water Tower, the Grantor and Trilith PropCo further grant to Grantee the right to make incidental encroachments on the portions of Grantor’s Property that is immediately adjacent to the Water Tower Parcel and Water Line Easement Area, provided any such encroachments are (a) kept within the reasonable requirements of construction work expeditiously pursued, and (b) customary and reasonably satisfactory insurance is maintained protecting the Grantor and Trilith PropCo from the risks involved in such construction work. The Temporary Construction Easement shall automatically terminate and be of no further force and effect upon the completion of the initial construction of the Water Tower and Water Line.

4. **Access Easement.** Grantor and Trilith PropCo hereby grant, bargain, sell and convey to Grantee a perpetual, non-exclusive easement over, upon, across, and through the access gates, roadways, driveways, and curb cuts now or hereafter constructed on Grantor’s Property for the purpose of vehicular ingress and egress to and from the Water Tower Parcel and the Water Line Easement Area for the purposes of constructing, repairing and maintaining the Water Tower and Water Line in accordance with its rights under the Maintenance Easement and Temporary Construction Easement (the “Access Easement”). Except as otherwise expressly provided for herein, the easements, rights, obligations and liabilities created hereby shall be perpetual to the extent permitted by law and may not be terminated.

5. **Water Tower Logo.** In accordance with the Memorandum of Understanding executed by and between Grantee and Trilith Development, LLC and dated June 23, 2022, the Grantee acknowledges that Trilith PropCo shall have the right to put a “Trilith Studios” logo on the Water Tower upon its completion. In the event that fee or leasehold title to Grantor’s Property (or any portion thereof) is sold or conveyed to any person that is not affiliated with Trilith PropCo (including, without limitation, pursuant to a foreclosure or deed-in-lieu thereof), and as a result thereof, neither Trilith PropCo, LLC, nor any of Trilith Services, LLC, Trilith Heatherden, LLC,

Trilith Studios Holdings, LLC, or Trilith Investments, LLC owns any interest in Grantor’s Property, such successor in interest shall have the right to require that the County either (a) paint over the “Trilith Studios” logo on the Water Tower with the standard Fayette County water tower paint scheme or (b) add a new logo if such successor in interest continues to operate a film and/or television production studio facility on Grantor’s Property (or any portion thereof), provided that the Grantee shall have the right to approve the design of any new logo and require that such successor in interest pay any and all costs connected with the re-painting of the Water Tower as a condition to any such approval.

6. **Indemnification.** The Grantee shall indemnify, defend and hold harmless Grantor, Trilith PropCo and its officers, directors, agents and employees (each, an "INDEMNITEE"), from and against all claims, liabilities, suits, obligations, fines, penalties, damages, losses and expenses (including, without limitation, reasonable attorney's fees and disbursements) that may be imposed upon, incurred by or asserted against an Indemnitee by reason of, or arising out of injuries to or death of persons or damage to property resulting from or occurring by reason of (a) the grossly negligent acts or willful misconduct of Grantee and/or any of its agents, employees or contractors, or (b) the exercise by Grantee and/or any of its agents, employees and contractors of the easement rights granted herein, except to the extent caused by any gross negligence or willful misconduct of such Indemnitee and/or any of its agents, employees and contractors.

7. **Termination of Easements.** Except as otherwise expressly provided for herein, this Agreement and the easements, rights, obligations and liabilities created hereby shall be perpetual to the extent permitted by law and may not be terminated except by mutual consent of the Parties.

8. **Covenants Running with the Land.** The terms, benefits, and burdens of this Agreement shall run with the title to Grantor’s Property and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

9. **Notices.** Whenever any notice is required or permitted hereunder, such notice shall be in writing and deemed delivered when (i) mailed by overnight mail through FedEx or UPS, or (ii) mailed by certified U.S. mail, return receipt requested, to the respective parties hereto as follows, provided however that any notice shall also be sent by email to the email addresses below:

To Grantor: Fayette County Development Authority

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

To Grantee: Fayette County



140 Stonewall Avenue West  
Fayetteville, Georgia 30214  
Attn: County Administrator

To Trilith PropCo: Trilith PropCo, LLC  
461 Sandy Creek Road  
Fayetteville, Georgia 30214  
Attn: Legal Department

10. **Further Assurances.** The parties hereto hereby agree to do and take further and additional acts and actions and execute, acknowledge, and deliver such further and additional documents, instruments, and writings which are not specifically referred to herein as may be necessary, required, or appropriate for the purpose of fully effectuating the provisions of this Agreement.

11. **Entire Agreement.** This Agreement embodies the complete and entire agreement between the parties regarding this transaction and supersedes all prior negotiations, agreements and understandings relating thereto, and this Agreement may not be amended, varied, or modified except by written agreement executed by Grantor, Trilith PropCo and Grantee or their respective successors in interest.

12. **No Waiver.** No delay or omission in the exercise of any right or remedy accruing to either party upon any breach under this Agreement shall impair such right or remedy or be construed as a waiver of any other breach occurring before or after such breach. The waiver of any party of any breach of any term, covenant, or condition in this Agreement stated shall not be deemed to be a waiver of any other breach, or of a subsequent breach of the same or any other term, covenant, or condition herein contained.

13. **Governing Law/Venue; Jury Waiver.** This Agreement shall be construed under and in accordance with the laws of the State of Georgia, and venue for its enforcement shall be in Fayette County, Georgia. The parties waive right to trial by jury on all disputes and litigation arising under this Agreement.

14. **Severability.** If any provision in this Agreement is held to be invalid, illegal, or unenforceable in any respect or the application of any provision is held to be invalid, illegal or unenforceable as to any person, fact, circumstance or situation, such invalidity, illegality or unenforceability shall not affect the remainder of such provision, any other provision hereof, or any permitted application. This Agreement shall be construed so as to be valid, legal, binding and enforceable to the fullest extent permitted by law, and as if this Agreement had never contained any such invalid, illegal or unenforceable provision.

15. **Estoppel Certificates.** Either party shall, without charge, deliver to the other party within fifteen (15) days after receipt of written request therefor a written instrument duly executed and acknowledged, certifying, to the best of such party's knowledge, (i) whether or not the parties have observed and performed all of the terms and conditions required to be performed and observed under this Agreement, and if not, specifying the details of noncompliance; and (ii) that this Agreement is in full force and affect. Failure to deliver such certificate within such time period

shall be conclusive evidence against the party failing to deliver the same that, to the best of such non-defaulting party's knowledge, all terms and conditions have been performed and observed, and that no amounts are owed to the party failing to deliver the same.

16. **Counterparts**. This Agreement may be executed in counterparts, which together shall constitute one and the same instrument. There may be duplicate originals of this Agreement, only one of which need be produced as evidence of the terms hereof.

17. **Successors and Assigns**. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, their respective heirs, successors, assigns, beneficial owners, and representatives.

18. **Captions and Headings**. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

*[SIGNATURE PAGES FOLLOW]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in manner and form sufficient to bind to them as of the day and year first above written.

Signed, sealed and delivered in the presence of:

**GRANTOR:**

**Fayette County Development Authority**

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

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

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

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

Unofficial Witness:

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

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

Signed, sealed and delivered in the presence of:

**GRANTEE:**

**Fayette County,**  
a political subdivision of Georgia

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

Unofficial Witness:

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

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

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

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

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

**Trilith PropCo, LLC,**  
a Delaware limited liability company

Signed, sealed and delivered in the  
presence of:

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

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

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

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

Unofficial Witness:

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

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT A****LEGAL DESCRIPTION****Original Site****TRACT 1:**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 10 AND 11, 7TH DISTRICT, CITY OF FAYETTEVILLE, FAYETTE COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" ANCHOR ROD WITH EYE-HOLE LOCATED AT THE SOUTHWEST CORNER OF LAND LOT 10, SAID POINT BEING THE COMMON CORNER OF LAND LOTS 9, 10, 23, AND 24 OF THE 7TH DISTRICT OF FAYETTE COUNTY, GEORGIA; RUNNING THENCE ALONG THE COMMON LINE OF LAND LOTS 10 AND 23 NORTH 0 DEGREES 48 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 2,973.82 FEET TO A FOUND ANGLE IRON AT THE COMMON CORNER OF LAND LOTS 10, 11, 22, AND 23 OF THE 7TH DISTRICT OF FAYETTE COUNTY, GEORGIA; RUNNING THENCE ALONG THE COMMON LINE OF LAND LOTS 11 AND 22 NORTH 0 DEGREES 11 MINUTES 26 SECONDS EAST A DISTANCE OF 2,048.42 FEET TO AN IRON PIN SET WITH CAP (ROCHESTER LSF 000484); RUNNING THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 260.00 FEET TO AN IRON PIN SET WITH CAP (ROCHESTER LSF 000484); RUNNING THENCE NORTH 00 DEGREES 11 MINUTES 36 SECONDS EAST A DISTANCE OF 310.00 FEET TO AN IRON PIN SET WITH CAP (ROCHESTER LSF 000484) ON THE SOUTHWESTERLY RIGHT OF WAY OF SANDY CREEK ROAD (80' RIGHT OF WAY); RUNNING THENCE ALONG SAID RIGHT-OF-WAY OF SANDY CREEK ROAD SOUTH 57 DEGREES 13 MINUTES 59 SECONDS EAST A DISTANCE OF 1,967.34 FEET TO A POINT; RUNNING THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 291.77 FEET ALONG SAID RIGHT-OF-WAY (SAID ARC HAVING A RADIUS OF 2,320.00 FEET, A CHORD DISTANCE OF 291.57 FEET, AND A CHORD BEARING OF SOUTH 53 DEGREES 37 MINUTES 51 SECONDS EAST) TO A POINT; RUNNING THENCE SOUTH 50 DEGREES 01 MINUTES 41 SECONDS EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 153.77 FEET TO A FOUND NAIL; RUNNING THENCE SOUTH 46 DEGREES 56 MINUTES 01 SECONDS EAST A DISTANCE OF 200.51 FEET TO A POINT; RUNNING THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 585.52 FEET (SAID ARC HAVING A RADIUS OF 938.07 FEET, A CHORD DISTANCE OF 576.06 FEET, AND A CHORD BEARING OF SOUTH 31 DEGREES 40 MINUTES 22 SECONDS EAST) TO A POINT LOCATED ON THE WESTERLY RIGHT OF WAY OF VETERANS PARKWAY (100' RIGHT-OF-WAY); RUNNING THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 90.05 FEET ALONG SAID RIGHT-OF-WAY (SAID ARC HAVING A RADIUS OF 10,347.27 FEET, A CHORD DISTANCE OF 90.05 FEET, AND A CHORD BEARING OF SOUTH 03 DEGREES 11 MINUTES 31 SECONDS EAST) TO A POINT; RUNNING THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT AN ARC



DISTANCE OF 850.36 FEET ALONG SAID RIGHT-OF-WAY (SAID ARC HAVING A RADIUS OF 8,544.37 FEET, A CHORD DISTANCE OF 850.01 FEET, AND A CHORD BEARING OF SOUTH 00 DEGREES 35 MINUTES 25 SECONDS EAST) TO A POINT; RUNNING THENCE SOUTH 87 DEGREES 44 MINUTES 20 SECONDS EAST A DISTANCE OF 5.00 FEET TO A POINT; RUNNING THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 55.00 FEET ALONG SAID RIGHT-OF-WAY (SAID ARC HAVING A RADIUS OF 8,549.37 FEET, A CHORD DISTANCE OF 55.00 FEET, AND A CHORD BEARING OF SOUTH 02 DEGREES 26 MINUTES 43 SECONDS WEST) TO A POINT; RUNNING THENCE NORTH 87 DEGREES 22 MINUTES 13 SECONDS WEST A DISTANCE OF 5.00 FEET TO A POINT; RUNNING THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 34.67 FEET ALONG SAID RIGHT-OF-WAY (SAID ARC HAVING A RADIUS OF 8,544.37 FEET, A CHORD DISTANCE OF 34.67 FEET, AND A CHORD BEARING OF SOUTH 02 DEGREES 44 MINUTES 45 SECONDS WEST) TO A POINT; RUNNING THENCE SOUTH 02 DEGREES 51 MINUTES 43 SECONDS WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 551.83 FEET TO A POINT; RUNNING THENCE SOUTHERLY ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 413.82 FEET ALONG SAID RIGHT-OF-WAY (SAID ARC HAVING A RADIUS OF 8,897.03 FEET, A CHORD DISTANCE OF 413.78 FEET, AND A CHORD BEARING OF SOUTH 01 DEGREE 31 MINUTES 46 SECONDS WEST) TO A POINT; RUNNING THENCE SOUTH 0 DEGREES 11 MINUTES 25 SECONDS WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 346.33 FEET TO A POINT; RUNNING THENCE SOUTH 0 DEGREES 11 MINUTES 58 SECONDS EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 609.39 FEET TO A POINT; RUNNING THENCE SOUTH 0 DEGREES 12 MINUTES 49 SECONDS EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 429.81 FEET TO A FOUND 3/8" REBAR; RUNNING THENCE, LEAVING SAID RIGHT-OF-WAY OF VETERANS PARKWAY, NORTH 89 DEGREES 44 MINUTES 15 SECONDS WEST A DISTANCE OF 757.10 FEET TO A FOUND 3/8" REBAR; RUNNING THENCE NORTH 89 DEGREES 46 MINUTES 13 SECONDS WEST A DISTANCE OF 1,982.61 FEET TO THE TRUE POINT OF BEGINNING; SAID TRACT CONTAINING 286.153 ACRES.

LESS AND EXCEPT:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 10 OF THE 5<sup>TH</sup> DISTRICT, CITY OF FAYETTEVILLE, FAYETTE COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED AT THE COMMON CORNER OF LAND LOTS 9, 10, 23 AND 24, SAID POINT BEING THE POINT OF BEGINNING FOR THIS TRACT OF LAND;

THENCE LEAVING SAID LAND LOT CORNER AND ALONG THE WESTERN LINE OF LAND LOT 10 NORTH 00°46'25" EAST, A DISTANCE OF 1446.76 FEET TO A POINT; THENCE LEAVING SAID LAND LOT LINE AND ONTO PROPERTY NOW OF FORMERLY FAYETTE COUNTY DEVELOPMENT AUTHORITY (TRILITH STUDIOS) NORTH 84°13'19" EAST, A DISTANCE OF 317.65 FEET TO A POINT; THENCE SOUTH 86°13'21" EAST, A DISTANCE OF 242.22 FEET TO A POINT; THENCE SOUTH 63°27'40" EAST, A DISTANCE OF 69.07 FEET TO A POINT; THENCE SOUTH 24°54'14" WEST, A DISTANCE

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OF 281.19 FEET TO A POINT; THENCE SOUTH 32°33'08" EAST, A DISTANCE OF 88.55 FEET TO A POINT; THENCE SOUTH 68°55'05" EAST, A DISTANCE OF 122.21 FEET TO A POINT; THENCE SOUTH 09°42'29" EAST, A DISTANCE OF 70.22 FEET TO A POINT; THENCE SOUTH 27°33'53" WEST, A DISTANCE OF 227.01 FEET TO A POINT; THENCE SOUTH 09°41'02" WEST, A DISTANCE OF 143.31 FEET TO A POINT; THENCE SOUTH 67°22'17" WEST, A DISTANCE OF 190.33 FEET TO A POINT; THENCE SOUTH 48°03'30" WEST, A DISTANCE OF 188.04 FEET TO A POINT; THENCE NORTH 65°31'18" WEST, A DISTANCE OF 91.09 FEET TO A POINT; THENCE SOUTH 00°46'25" WEST, A DISTANCE OF 349.21 FEET TO A POINT; THENCE SOUTH 86°50'20" EAST, A DISTANCE OF 207.98 FEET TO A POINT; THENCE NORTH 66°42'34" EAST, A DISTANCE OF 82.28 FEET TO A POINT; THENCE NORTH 39°33'45" EAST, A DISTANCE OF 104.62 FEET TO A POINT; THENCE SOUTH 87°35'11" EAST, A DISTANCE OF 213.30 FEET TO A POINT; THENCE NORTH 52°39'25" EAST, A DISTANCE OF 86.21 FEET TO A POINT; THENCE NORTH 40°34'47" EAST, A DISTANCE OF 122.35 FEET TO A POINT; THENCE NORTH 86°34'37" EAST, A DISTANCE OF 37.88 FEET TO A POINT; THENCE NORTH 52°44'02" EAST, A DISTANCE OF 98.16 FEET TO A POINT; THENCE NORTH 33°29'51" EAST, A DISTANCE OF 130.36 FEET TO A POINT; THENCE NORTH 82°08'28" EAST, A DISTANCE OF 58.66 FEET TO A POINT; THENCE SOUTH 78°14'50" EAST, A DISTANCE OF 69.57 FEET TO A POINT; THENCE SOUTH 56°10'16" EAST, A DISTANCE OF 332.33 FEET TO A POINT; THENCE SOUTH 87°37'44" EAST, A DISTANCE OF 110.05 FEET TO A POINT; THENCE SOUTH 70°48'18" EAST, A DISTANCE OF 182.37 FEET TO A POINT; THENCE SOUTH 73°59'15" EAST, A DISTANCE OF 164.37 FEET TO A POINT; THENCE SOUTH 56°24'38" EAST, A DISTANCE OF 208.75 FEET TO A POINT; THENCE SOUTH 23°02'01" EAST, A DISTANCE OF 102.82 FEET TO A POINT; THENCE SOUTH 49°26'00" EAST, A DISTANCE OF 64.07 FEET TO A POINT LOCATED ON THE NORTHERN LINE OF LAND LOT 9, SAID LINE ALSO BEING THE NORTHERN LINE OF PROPERTY NOW OR FORMERLY SASSER FAMILY HOLDINGS, LLC; THENCE ALONG SAID LINE NORTH 89°53'03" WEST A DISTANCE OF 183.52 FEET TO A 3/8" REBAR FOUND; THENCE CONTINUING ALONG SAID LAND LOT LINE NORTH 89°46'02" WEST A DISTANCE OF 1981.51 FEET TO A POINT AND THE POINT OF BEGINNING.

SAID TRACT CONTAINING 28.135 ACRES MORE OR LESS

FURTHER LESS AND EXCEPT:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 10 OF THE 5<sup>TH</sup> DISTRICT, CITY OF FAYETTEVILLE, FAYETTE COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LOCATED AT THE COMMON CORNER OF LAND LOTS 9, 10, 23 AND 24, SAID POINT BEING THE POINT OF COMMENCEMENT; THENCE ALONG THE SOUTHERN LINE OF LAND LOT 10 SOUTH 89°46'02" EAST, A DISTANCE OF 1981.51 FEET TO A 3/8" REBAR FOUND; THENCE SOUTH 89°53'03" EAST, A DISTANCE OF 384.60 FEET TO A POINT; THENCE SOUTH 89°53'03" EAST, A DISTANCE OF 66.16 FEET TO A POINT AND THE POINT OF BEGINNING FOR THIS TRACT OF LAND; THENCE LEAVING SAID LAND LOT LINE AND ONTO THE PROPERTY NOW OR

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FORMERLY FAYETTE COUNTY DEVELOPMENT AUTHORITY (TRILITH STUDIOS) NORTH 31°03'41" EAST, A DISTANCE OF 172.76 FEET TO A POINT; THENCE NORTH 73°37'23" EAST, A DISTANCE OF 161.30 FEET TO A POINT; THENCE NORTH 47°08'07" EAST, A DISTANCE OF 83.72 FEET TO A POINT LOCATED ON THE WESTERN LINE OF VETERANS PARKWAY (VARIABLE R/W); THENCE ALONG SAID RIGHT OF WAY SOUTH 00°15'13" EAST, A DISTANCE OF 251.03 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY AND ALONG THE SOUTHERN LINE OF LAND LOT 10 NORTH 89°53'03" WEST, A DISTANCE OF 306.36 FEET TO A POINT AND THE POINT OF BEGINNING.

SAID TRACT CONTAINING 1.076 ACRES MORE OR LESS.

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**EXHIBIT B**

## Legal Description

## Trilith Studios Water Tower Site

All that tract or parcel of land lying and being in land lot 10 of the 7<sup>th</sup> district, Fayette County, City of Fayetteville, Georgia and being more particularly described as follows:

Commencing at the right of way intersection of the southern right of way line of Sandy Creek Road (80' R/W) and the western right of way line of Veterans Parkway (variable R/W); thence along the right of way line of Veterans Parkway in a southerly direction 715.29' to a point; Thence leaving said right of way line and onto land now or formerly Fayette County Development Authority along a tie line South 89°45'05" West, a distance of 621.21 feet to an iron pin set (1/2" rebar with yellow plastic cap stamped 'ROCHESTER – LSF000484') and the POINT OF BEGINNING for this tract of land;

Thence North 90°00'00" West a distance of 102.78 feet to an iron pin set (1/2" rebar with yellow plastic cap stamped "ROCHESTER – LSF000484");

Thence North 00°00'00" East, a distance of 124.86 feet to an iron pin set (1/2" rebar with yellow plastic cap stamped "ROCHESTER – LSF000484");

Thence North 89°17'14" East, a distance of 84.00 feet to an iron pin set (1/2" rebar with yellow plastic cap stamped "ROCHESTER – LSF000484");

Thence South 59°25'28" East, a distance of 34.72 feet to an iron pin set (1/2" rebar with yellow plastic cap stamped "ROCHESTER – LSF000484");

Thence South 00°00'00" East, a distance of 39.37 feet to an iron pin set (1/2" rebar with yellow plastic cap stamped "ROCHESTER – LSF000484");

Thence South 49°42'09" West, a distance of 15.68 feet to an iron pin set (1/2" rebar with yellow plastic cap stamped "ROCHESTER – LSF000484");

Thence South 00°49'51" East, a distance of 58.74 feet to an iron pin set (1/2" rebar with yellow plastic cap stamped "ROCHESTER – LSF000484") and the POINT OF BEGINNING.

Said Tract containing 13,293 square feet or 0.305 acres more or less.

**EXHIBIT C**

## Legal Description

## Trilith Studios 20' Water Easement

All that tract or parcel of land lying and being in land lot 10 of the 7<sup>th</sup> district, Fayette County, City of Fayetteville, Georgia and being more particularly described as follows:

Commencing at the right of way intersection of the southern right of way line of Sandy Creek Road (80' R/W) and the western right of way line of Veterans Parkway (variable R/W); thence along the right of way line of Veterans Parkway in a southerly direction 967.20 feet to a point and the POINT OF BEGINNING for this tract of land;

Thence continuing along said right of way of Veterans Parkway along a curve to the right an arc distance of 20.01 feet said curve having radius of 8387.20 feet, a chord bearing of South 02°28'45" West, and a chord distance of 20.01 feet to a point; Thence leaving said right of way and onto property now or formerly Fayette County Development Authority North 88°56'30" West, a distance of 59.75 feet to a point; Thence North 45°04'20" West, a distance of 87.17 feet to a point; Thence South 89°55'46" West, a distance of 42.85 feet to a point; Thence South 44°55'38" West, a distance of 88.91 feet to a point; Thence South 89°55'39" West, a distance of 271.07 feet to a point; Thence North 45°04'22" West, a distance of 107.30 feet to a point; Thence North 00°04'19" West, a distance of 229.10 feet to a point; Thence North 45°04'20" West, a distance of 38.00 feet to a point; Thence South 89°59'59" West, a distance of 9.51 feet to a point located on the eastern line of the Water Tower Site; Thence along said eastern line North 49°42'09" East, a distance of 4.50 feet to an iron pin set (1/2" rebar with yellow plastic cap stamped "ROCHESTER – LSF000484"); Thence North 00°00'00" West, a distance of 17.09 feet to a point; Thence leaving said eastern line of the Water Tower Site and onto property now or formerly Fayette County Development Authority North 89°59'59" East, a distance of 14.34 feet to a point; Thence South 45°04'20" East, a distance of 54.55 feet to a point; Thence South 00°04'19" East, a distance of 229.10 feet to a point; Thence South 45°04'22" East, a distance of 90.73 feet to a point; Thence North 89°55'39" East, a distance of 254.50 feet to a point; Thence North 44°55'38" East, a distance of 88.91 feet to a point; Thence North 89°55'46" East, a distance of 59.42 feet to a point; Thence South 45°04'20" East, a distance of 87.40 feet to a point; Thence South 88°56'30" East, a distance of 52.19 feet to a point located on the western right of way of Veterans Parkway (Variable R/W) and the POINT OF BEGINNING.

Said tract containing 18,618 square feet or 0.427 acres more or less.

# COUNTY AGENDA REQUEST

Department: Administration

Presenter(s): Steve Rapson, County Administrator

Meeting Date: Thursday, May 25, 2023

Type of Request: New Business #18

Wording for the Agenda:

Discussion regarding the closure of Crabapple Lane.

Background/History/Details:

This agenda item is for the Board of Commissioners to discuss options regarding the closure of Crabapple Lane by Peachtree City Council.

What action are you seeking from the Board of Commissioners?

Discussion regarding the closure of Crabapple Lane.

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: