

## BOARD OF COUNTY COMMISSIONERS

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



## 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

July 11, 2024

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.

### **OFFICIAL SESSION:**

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

### **PROCLAMATION/RECOGNITION:**

### **PUBLIC HEARING:**

### **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:**

1. Approval of staff's recommendation to add Arborvale Phase One (FKA The Grange) subdivision to Fayette County's Street Light Program. ( page 3)
2. Approval of the Georgia Department of Transportation (GDOT) Title VI Non-Discrimination Agreement and Assurances (40 CFR Part 21.7). (page 4-20)
3. Approval of the June 27, 2024 Board of Commissioners Meeting Minutes. (page 21-33)

### **OLD BUSINESS:**

### **NEW BUSINESS:**

4. Consideration of an Annexation Notification from the Town of Brooks regarding a request to annex 1 parcel, Parcel No. 0409 064, approximately 8.28 acres, located south of the Norfolk Southern Railroad Line and Price Road. (page 34-48)
5. Consideration of an Annexation Notification from the City of Fayetteville regarding a request to annex two (2) parcels, Parcel No. 0538091 and 0538028, approximately 1.4 total acres, located on Ellis Road near GA 85 N. (page 49-82)

6. Request to approve the Parks and Recreation Selection Committee's recommendation to appoint Bobby Ferrell to the Recreation Commission for a term beginning April 1, 2024 and expiring March 31, 2028. (page 83-91)
7. Request to award Bid #2424-B, HIP and Micro Surfacing in the amount of \$636,608.00 to Gallagher Asphalt Co, Inc. (page 92-94)
8. Acknowledgment of the Fayette County Development Authority's Tax Equity and Fiscal Responsibility Act (TEFRA) hearing for an issuance of tax-exempt revenue bonds by the Fayette County Development Authority in the not-to-exceed amount of \$200,000,000 on behalf of the United States Soccer Federation, Inc. (page 95-98)

**ADMINISTRATOR'S REPORTS:**

**ATTORNEY'S REPORTS:**

**COMMISSIONERS' REPORTS:**

**EXECUTIVE SESSION:**

**ADJOURNMENT:**

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:  #1

**Wording for the Agenda:**

Approval of staff's recommendation to add Arborvale Phase One (FKA The Grange) subdivision to Fayette County's Street Light Program.

**Background/History/Details:**

The property owners in the subdivision know as Arborvale Phase One (FKA The Grange) are petitioning the Board of Commissioners to add Arborvale Phase One (FKA The Grange) subdivision into the Fayette County Street Light Program.

The Board of Commissioners created Fayette County Street Light Districts in September 1983. The street light ordinance was amended in November 2014 to require a \$100 application fee and prepayment of two (2) years worth of street light bills to cover expenses incurred by Fayette County until the charges could be recouped with the tax bills. Arborvale Phase One (FKA The Grange) has paid Fayette County the required amounts and presented a petition representing 100% approval in Arborvale Phase One (FKA The Grange).

The estimated monthly charge is \$98. Arborvale Phase One (FKA The Grange) has paid the \$100 application fee and the first two (2) years prepayment for street lights. The anticipated street light assessment for the twenty eight (28) parcels in the Arborvale Phase One (FKA The Grange) street light district on the 2026 Property Tax Bill is \$51 per parcel.

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

Approval of staff's recommendation to add Arborvale Phase One (FKA The Grange) subdivision to Fayette County's Street Light Program.

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

These additional lights will cost \$98 per month per Coweta Fayette EMC. Arborvale Phase One (FKA The Grange) has prepaid the amounts required to become a street light district until the cost may be added onto the property tax bill and the county reimbursed.

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:**

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval of the Georgia Department of Transportation (GDOT) Title VI Non-Discrimination Agreement and Assurances (40 CFR Part 21.7).

**Background/History/Details:**

One requirement of the GDOT certification process for local governments to administer federal-aid project is for the annual adoption of GDOT Title VI Non-Discrimination Agreement and Assurances. The 16-page form is provided as back-up to this agenda request and the Chairman's signature is required on page 8.

Public Works, Human Resources, and the Purchasing Department work together to ensure the requirements and intent of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 are met and satisfied.

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

Approval and signature of the Georgia Department of Transportation (GDOT) Title VI Non-Discrimination Agreement and Assurances.

**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:**

**TITLE VI**  
**NON-DISCRIMINATION AGREEMENT**  
**The Georgia Department of Transportation and**  
**Fayette County, Georgia**  
*Name of Recipient*

## Policy Statement

The **(Name of Recipient) Fayette County Board of Commissioners**, hereinafter referred to as the "Recipient" assures that no person shall on the grounds of race, color, national origin, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Recipient further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include **all** programs or activities of Federal Aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not.

In the event the Recipient distributes federal aid funds to a sub-recipient, the Recipient will include Title VI language in all written agreements and will monitor for compliance.

The Recipient's **(Name of person/division) Director of Public Works**, is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulation(CFR) 200 and 49 Code of Federal Regulation 21.

Phil Mallon

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Name of Responsible Agency Official (Please Print)

Director of Public Works

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Title

11 July 2024

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Date

# Title VI Program

## Organization and Staffing

Pursuant to 23 CFR 200, **(Name of Recipient) Fayette County** has appointed a Title VI Specialist who is responsible for **Attachment 1**, which describes the hierarchy for **(Name of Recipient)'s Fayette County** Title VI Program, including an organization's chart illustrating the level and placement of Title VI responsibilities.

## Assurances

### 49 CFR Part 21.7

The **Fayette County Board of Commissioners**, hereby gives assurances:

1. That no person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are Federally funded or not. Activities and programs which the recipient hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to:
  - List all major programs and activities of the recipient and Title VI responsibilities for each one of them. Include information as **Attachment 2** to this Nondiscrimination Agreement.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each program, activity, and facility as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.
4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the recipient by the Georgia Department of Transportation (GDOT) under the Federally-Funded Program and is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Recipient.

5. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements.

***The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.***

6. That the Recipient shall insert the clauses of Appendix A of this Agreement in every contract subject to the Act and the Regulations.
7. That the Recipient shall insert the clauses of Appendix B of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. That the Recipient shall include the appropriate clauses set forth in Appendix C of this Agreement, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under a Federal Aid Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under a Federal Aid Program.
9. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

## Implementation Procedures

This agreement shall serve as the recipient's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The recipient shall:

1. Issue a policy statement, signed by the head of the recipient, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by GDOT or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the recipient shall be held responsible for implementing Title VI requirements.
3. Establish a civil rights unit and designate a coordinator who has a responsible position in the organization and easy access to the head of the recipient. This unit shall contain a Title VI Specialist, who shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately staff the civil rights unit to effectively implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, or national origin, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the recipient's report



of investigation, will be forwarded to GDOT's Office of Equal Employment Opportunity (OEEEO) within 10 days of the date the complaint was received by the recipient.

6. Collect statistical data (race, color, national origin) of participants in, and beneficiaries of the programs and activities conducted by the recipient.
7. Conduct Title VI reviews of the recipient and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year.

**a) Annual Work Plan**

Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.

**b) Accomplishment Report**

List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Specialist and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Specialist. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the recipient.

## Discrimination Complaint Procedure

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's Title VI Specialist for review and action.
2. In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:
  - a) The date of alleged act of discrimination; or
  - b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the recipient or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the recipient, the person shall be interviewed by the Title VI Specialist. If necessary, the Title VI Specialist will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the recipient's investigative procedures.
4. Within 10 days, the Title VI Specialist will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as GDOT and USDOT.
5. The recipient will advise GDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to GDOT:
  - a) Name, address, and phone number of the complainant.
  - b) Name(s) and address (es) of alleged discriminating official(s).
  - c) Basis of complaint (i.e., race, color, or national origin)
  - d) Date of alleged discriminatory act(s).
  - e) Date of complaint received by the recipient.

- f) A statement of the complaint.
  - g) Other agencies (state, local or Federal) where the complaint has been filed.
  - h) An explanation of the actions the recipient has taken or proposed to resolve the issue raised in the complaint.
6. Within 60 days, the Title VI Specialist will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the recipient. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.
7. Within 90 days of receipt of the complaint, the head of the recipient will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with GDOT, or USDOT, if they are dissatisfied with the final decision rendered by the Recipient. The Title VI Specialist will also provide GDOT with a copy of this decision and summary of findings upon completion of the investigation.
8. Contact for GDOT's Title VI staff is as follows:

Georgia Department of Transportation  
Office of Equal Opportunity, Title VI/ Program  
600 West Peachtree Street, N.W. 7<sup>th</sup> Floor  
Atlanta, GA 30308  
(404) 631-1497

## Sanctions

In the event the recipient fails or refuses to comply with the terms of this agreement, the GDOT may take any or all of the following actions:

- a) Cancel, terminate, or suspend this agreement in whole or in part;
- b) Refrain from extending any further assistance to the recipient under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the recipient.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the recipient.
- d) Refer the case to the Department of Justice for appropriate legal proceedings.

**SIGNED FOR THE GEORGIA DEPARTMENT  
OF TRANSPORTATION:**

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Signature

EEO Director

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Title

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Date

**NAME OF RECIPIENT:**

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Signature

Chairman, Board of Commissioners

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Title

11 July 2024

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Date

## APPENDIX A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Title 49, Code of Federal Regulations, part 21 to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Title 49, Code of Federal Regulations, part 21, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Title 49, Code of Federal Regulations, part 21 may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Title 49, Code of Federal Regulations, part 21 may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX B

## CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the state of Georgia will accept title to the lands and maintain the project constructed thereon in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid Highways, and the policies and procedures prescribed by the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the state of Georgia all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

## (HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the state of Georgia and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the state of Georgia, its successors and assigns.

The state of Georgia, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the state of Georgia will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter

or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)



## APPENDIX C

## CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the (Recipient) pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the STATE will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the STATE will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the STATE and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX D

## CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (Recipient) pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the STATE will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the STATE will there upon revert to and vest in and become the absolute property of the STATE and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, and national origin);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**BOARD OF COUNTY COMMISSIONERS**

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

**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**

June 27, 2024

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.

**OFFICIAL SESSION:****Call to Order**

Chairman Lee Hearn called the June 27, 2024 Board of Commissioners meeting to order at 5:02 p.m. A quorum of the Board was present. Commissioner Maxwell was absent.

**Invocation and Pledge of Allegiance by Vice Chairman Edward Gibbons**

Vice Chairman Edward Gibbons offered the invocation and led the audience in the Pledge of Allegiance.

**Acceptance of Agenda**

Vice Chairman Gibbons motioned to accept the agenda with the addition of item 2a. regarding the per diem rates for official court reporter services in Fayette County Courts. Commissioner Rousseau seconded. The motion passed 4-0. Commissioner Maxwell was absent.

**PROCLAMATION/RECOGNITION:****1. Recognition of the Fayette County State Court Summer Interns.**

State Court Judge Jason Thompson, recognized State Court law school student interns. Fayette County State Court had the opportunity to host several internships during the 2023-2024 school year. Judge Thompson acknowledged the hard work and dedication of high school students: Baine Thompson, Benjamin Smith, Rayondra Wilson, Errol Buggs, Winstonlyn Cephas, Abigail Morris, Addison Harrelson, Noelle Sullivan, Diti Desai, Keanu McCayan, and Qiyi Lin.; college interns: Ruth Oluwatobi Tony-Alabi, Lauren Chan, Jamie McCarthy, Sephora Ngwangu, John Fleming, Andy Nichols, Yaprak Gozel, and Anjena Duhan.; and Law School interns: Caroline Carle, Daina Dove, Courtney Manuel, Quynh Phan, Dresden Day, and Elizabeth Warzecha.

**2. Request to approve Resolution 2024-08 to increase the per diem rates for official court reporter services in both criminal and civil cases in the Griffin Judicial Circuit from \$200 to \$400.**

County Attorney Dennis Davenport stated that this request was to increase the per diem rate for contract court reporters in the Fayette County Superior Court to \$400.00 per day for both criminal and civil cases, and request the counties of Spalding, Pike, and Upson to join Fayette County in effecting an increase in the per diem rate for contract court reporters for their respective superior courts to \$400.00 per day for both criminal and civil cases in the Griffin Judicial Circuit.

Chairman Hearn stated that the purpose if this resolution was to help raise the contract court reporters per diem pay rate to be more competitive for recruiting.

County Administrator stated that was correct. The contract rate was \$400 in surrounding areas, and this was hindering our efforts in finding court reporters.

Vice Chairman Gibbons asked if he needed to make separate resolution votes for each court- civil and criminal.

Mr. Davenport stated no, the resolution before the Board would cover the Griffin Judicial Circuit and serve the specified courts as outlined in the resolution within the circuit.

Commissioner Rousseau stated that he had some reservations and concerns and asked why the other counties within the circuit had not confirmed agreement to the pay rate increase.

Mr. Davenport explained that whenever there was a circuit-wide application/initiative then each county was at the mercy of the process. He noted that all we could do was advise the other counties of the urgency of the situation and request they respond with the same level of urgency.

Mr. Rapson stated that he had spoken with all three of his counterparts and they understood that their respective jurisdictions would have to adopt the resolution before it would go into effect. With this in mind, this would only take effect once the last county within the circuit adopted the resolution.

Commissioner Rousseau stated that technically we could alternatively make an amendment to the budget once all parties were in agreement to this resolution as well.

Mr. Rapson stated that technically yes, we could, but someone had to be first and historically it's been the County.

Commissioner Rousseau stated that he'd like the circuit to demonstrate true partnership and do it together. He continued asking about how many employees this pay rate increase would affect.

Mr. Rapson stated this would impact five (5) full-time employees and future contract court reporters.

Vice Chairman Gibbons moved to approve Resolution 2024-08 to increase the per diem rates for official court reporter services in both criminal and civil cases in the Griffin Judicial Circuit from \$200 to \$400. Commissioner Oddo seconded. The motion passed 3-0-1, with Commissioner Rousseau abstaining. Commissioner Maxwell was absent.

**2a. Request to approve Resolution 2024-09 to increase the per diem rates for official court reporter services in Fayette County Courts from \$200 to \$400.**

County Attorney Dennis Davenport stated that on the dais there was Resolution 2024-09 regarding the same issue but related to the other courts within Fayette County that use court reporters. He noted that this did not involve any employees but all contract court reporters and would serve State, Juvenile, and Probate courts. This request was to increase the per diem rate for contract court reporters in the Fayette County courts to \$400.00 per day for both criminal and civil cases.

Commissioner Rousseau moved to approve Resolution 2024-09 to increase the per diem rate for contract court reporters in the Fayette County courts to \$400.00 per day for both criminal and civil cases. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Maxwell was absent.

**PUBLIC HEARING:**

*Planning and Zoning Director Deborah Bell read the Introduction to Public Hearings.*

**3. Second of two Public Hearings on Fayette County's proposed annual budget for Fiscal Year 2025 which begins on July 1, 2024 and ends June 30, 2025 and to approve Resolution 2024-05 to adopt the Fiscal Year 2025 Annual Budget.**

Fayette County Chief Financial Officer Sheryl Weinmann provided the Board a repeat overview of the complete proposed Fiscal Year 2025 Budget as presented at the May 29<sup>th</sup> Special Called Meeting, highlighting budget updates/decisions from the first Public Hearing on June 13<sup>th</sup>. She discussed the economic outlook, budget principles, financial planning guidelines, and county benefit highlights. She also reviewed the General Fund numbers, provided a budget summary, discussed county funds revenues and expenditures, proposed personnel changes, proposed forced merit, FY2025 Maintenance & Operations numbers, and other significant operational budget considerations. She concluded reviewing the FY2025 five-year Capital Improvement Plan budget outlining proposed projects.

Ms. Weinmann continued with the Second Public Hearing presenting an overview of the proposed FY2025 Budget. She stated that the Board had already seen some of the slides being outlined in previous budget presentations. She continued stating that the estimated fund balance for FY2024 was expected to be \$30.7M. In review of the FY2025 Budget summary she stated that the positive net impact to the general fund balance of \$402,479 and had changed since the previous public hearing due to some adjustments that she would present before the Board for consideration.

Ms. Weinmann stated that Budget discussion item #3 involved State Court and would adjust State Court technical services budget. She stated that the State Court technical services budget decreased by \$65K due to a grant application that was not awarded as anticipated. Originally there was a request of \$38,500 for State Court in technical services for visiting judges and court reporters but the budget was placed at \$25K. She stated that the \$13,500 was being added back to the expense budget for visiting judges. She advised that it would be a net reduction of \$51.5K.

Vice Chairman Gibbons moved to approve to adjust the State Court technical services budget as shown in discussion item #3; Commissioner Oddo seconded. The motion passed 4-0. Commissioner Maxwell was absent.

Ms. Weinmann stated that Budget discussion item #4 involved the Cooperative Extension and would increase the University of Georgia Cooperative Extension contract to include a 4% increase for Cooperative Extension personnel and this would be an increase of approximately \$4,375.

Vice Chairman Gibbons moved to approve the 4% increase for Cooperative Extension personnel. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Maxwell was absent.

Ms. Weinmann stated that Budget discussion item #5 involved the Griffin Judicial Circuit and would decrease the proposed 6.25% increase for Griffin Judicial Circuit employees to 4.80%. This would be a net reduction of \$10,243 for the Griffin Judicial Circuit (GJC).

Commissioner Oddo moved to approve to decrease the proposed 6.25% increase for Griffin Judicial Circuit employees to 4.80%. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Maxwell was absent.

Ms. Weinmann stated that Budget discussion item #6 was for the Sheriff's Office and involved a net reduction of Sheriff's Office personnel expenses of \$6,908. This adjustment would be a reduction of one (1) Detention Officer in the Jail and establish one (1) Criminal Justice Information System (CJIS) Network Operator.

Commissioner Oddo moved to approve the reduction of the Sheriff's Office personnel expenses of \$6,908. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Maxwell was absent.

Ms. Weinmann stated that Budget discussion item #7 was regarding the Court Reporters and related to the previously approved resolutions in items 2 and 2a. She stated that Resolution 2024-08 was regarding the Griffin Judicial Circuit employee court

reporters per diem rate for criminal cases will remain at \$200 but will increase to \$400 for civil cases; and contract court reporters per diem rate will increase to \$400 for both criminal and civil cases.

Vice Chairman Gibbons moved to approve the court rate per diem as shown for Budget discussion item #7 for the Griffin Judicial Circuit. Commissioner Oddo seconded. The motion passed 3-0-1, with Commissioner Rousseau abstaining. Commissioner Maxwell was absent.

Vice Chairman Gibbons moved to approve the court reporters per diem pay rate as shown for Budget discussion item #7 for Fayette County Courts contract employees. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Maxwell was absent.

Ms. Weinmann concluded the presentation with the following budget highlights:

- Millage Rate Rollback / No Tax Increase
- General Fund impact from maintenance & operations is positive.
- Proposed Budget increases General Fund Balance \$402,479
- Funds Rolling 5 Year Capital Improvement Program of \$6,061,021
- Changes in Personnel levels protect the existing outstanding service delivery to our Citizens.
- Budget continues to maintain the commitment to balance current year revenues with current year expenses.
- Maintains Employee Benefits – Medical/Dental/Vision & Retirement
- County-Wide departmental cooperation continues to yield positive results

Ms. Weinman asked the Board to adopt the Fiscal Year 2024 Budget and to approve Resolution 2024-05.

No one spoke favor or opposition.

Commissioner Oddo moved to adopt the Fiscal Year 2024 Budget and to approve Resolution 2024-05. Vice Chairman Gibbons seconded.

Chairman Hearn thank the Finance Department and County Administrator for their hard work in putting this budget together.

Mr. Rapson thank Ms. Weinman for her hard work and dedication.

Vice Chairman Gibbons thanked the constitutional officers and Judicial System for their collaboration in putting this budget together, he noted that this was a team effort.

Commissioner Oddo moved to adopt the Fiscal Year 2024 Budget and to approve Resolution 2024-05. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Maxwell was absent.

**4. Consideration of Petition No. 1348-24, Mark Wurster, II, Owner, requests to rezone 7.972 acres from A-R (Agricultural-Residential) to C-H (Highway Commercial) for the purposes of future commercial development; property located in Land Lot 70 of the 5th District and fronts on State Route 85 and Price Road.**

Planning and Zoning Director Debbie Bell stated that this request was to rezone 7.972 acres from A-R (Agricultural-Residential) to C-H (Highway Commercial) for the purposes of future commercial development; property located in Land Lot 70 of the 5th District and fronts on State Route 85 and Price Road.

County Attorney Dennis Davenport advised the applicant that they had the option to defer to next public hearing meeting night for this hearing because less than the full Board was present. The applicant can elect to proceed understanding that it would require three affirmative votes to pass any request.



Mark Wurster stated that he would like to proceed with less than a full Board.

Ms. Bell stated that this request did align with the Future Land Use Plan and both staff and the Planning Commissioner recommended approval with no conditions.

No one spoke in favor or opposition.

Commissioner Oddo moved to approve Petition No. 1348-24, Mark Wurster, II, Owner, requests to rezone 7.972 acres from A-R (Agricultural-Residential) to C-H (Highway Commercial) for the purposes of future commercial development; property located in Land Lot 70 of the 5th District and fronts on State Route 85 and Price Road. Vice Chairman Gibbson seconded. The motion passed 4-0. Commissioner Maxwell was absent.

**5. Consideration of Petition No. RDP-018-24, Andrew and Catherine Mask, owners, request to revise the development plan for Bakersfield Farms in order to subdivide Parcel #0443 03005 (Lot 11) into two (2) parcels; property fronts on Old Farm Road.**

Ms. Bell stated that this request was to revise the development plan for Bakersfield Farms in order to subdivide Parcel #0443 03005 (Lot 11) into two (2) parcels; property fronts on Old Farm Road.

County Attorney Dennis Davenport advised the applicant that they had the option to defer to next public hearing meeting night for this hearing because less than the full Board was present. The applicant can elect to proceed understanding that it would require three affirmative votes to pass any request.

Chairman Hearn asked if she agreed with moving forward as outlined.

Mrs. Mask stated that she would like to proceed with the public hearing.

Commissioner Rousseau asked if she agreed with the outlined condition.

Mrs. Mask stated that yes, she did.

No one spoke in favor or in opposition.

Vice Chairman Gibbons moved to approve Petition No. RDP-018-24, Andrew and Catherine Mask, owners, request to revise the development plan for Bakersfield Farms in order to subdivide Parcel #0443 03005 (Lot 11) into two (2) parcels; property fronts on Old Farm Road, with condition. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Maxwell was absent.

**6. Consideration of Ordinance 2024-03 amending Chapter 110. Zoning Ordinance, Article V. Conditional Uses; amending Sec. 110-169. Conditional use approval; (2) Conditional uses allowed; mm. Recreation centers owned by nonprofit organizations as so registered with the Georgia Secretary of State Office; to add a provision for outdoor athletic facility lighting.**

Vice Chairman Gibbons moved to table this item to the July 25<sup>th</sup> BOC Meeting. Commissioner Rousseau seconded. The motion passed 4-0. Commissioner Maxwell was absent.

**7. Consideration of a Draft Capital Improvements Element Amendment of the Fayette County Comprehensive Plan relating to the County's Impact Fee Program, to be transmitted to the Atlanta Regional Commission for Regional and State Review pursuant to the Georgia Planning Act of 1989.**

Ms. Bell stated that Fayette County's Impact Fee Program was initiated in 2001, with the adoption of a Capital Improvements Element (CIE) and a Development Impact Fee Ordinance. The (CIE) lists public facilities eligible for impact fee funding. The ordinance included the fee amounts authorized to be collected to help pay for those facilities. Since 2001, the CIE had not been changed to update the list of projects. She stated that the purpose of tonight's hearing was to receive any public input on the draft CIE. Ms. Bell stated that the recent study conducted by Ross & Associates and Hatley Plans LLC, reviewed changes in the County's population and growth rates these factors assisted in developing an updated CIE. This draft CIE amendment updated the list of fire protection facilities needed to serve future growth and development. She noted that the CIE was required of all communities that collect impact fees and was a state requirement, our CIE identified fire related improvements needed to serve future growth over the next 20 years and updated the counties and the cities that participate in the impact fee program with the new projects. She stated that this did not address or change the fee schedule. Ms. Bell stated that the CIE prepared a current inventory of the buildings, land, and vehicles used to provide fire protection services in unincorporated Fayette County and in the Towns of Brooks, Tyrone, and Woolsey from this and based on the projected growth and known needs for fire stations it created a new schedule of capital projects to meet the future demand projected thru 2045. She stated that before the amended CIE could be adopted, it must go to Atlanta Regional Commission (ARC) and GA Dept of Community Affairs (DCA) for review and approval. This process would begin after this public hearing and once authorized by the BOC to transmit the draft CIE to ARC/DCA.

No one spoke in favor or opposition.

Vice Chairman Gibbons moved to approve the Draft Capital Improvements Element Amendment of the Fayette County Comprehensive Plan relating to the County's Impact Fee Program, to be transmitted to the Atlanta Regional Commission for Regional and State Review pursuant to the Georgia Planning Act of 1989. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Maxwell was absent.

## **PUBLIC COMMENT:**

### **Animal Shelter**

Bobby Jones, Laura Line, Cynthia Saracino, Debbie Caroll, Taryn Prestidge, Lotte Commerford, Tracy Florczak, Maggie Gott, Alayna Anthansen, Anne Wittenburg, Lynn Lasher, Rae Sansom, Carla Mulkey, Barbara Cokely, Gail Drouillard, Tammie Hurst,

Comments reiterated past concerns and frustration regarding the new animal shelter. Citizens expressed their disappointment with the Board not accepting the expert guidance from UGA, the size of the kennels- specifically the RO/holding area, poor treatment of animals and former staff by employees, the lack of outdoor space/runs, the need for more volunteers, outdoor seating accessibility, increase focus on the care of the cats, lack of community input, poor use of taxpayer funds, and lack of strategic design of the facility.

### **Animal Shelter Comments Responses**

Mr. Rapson presented the Animal Shelter Improvement list which noted 37 evaluated and implemented items, he stated that this was the list that was disseminated to those interested on the off-board meeting weeks regarding the animal shelter. He noted that 37 of those items had been evaluated and implemented which is 77%, 6 were in progress, 8 were being evaluated, and 5 items had been evaluated and rejected. He stated that the whole purpose of the list was to show that the Board and staff was listening to citizen concerns and suggestions. Mr. Rapson also presented an overview and breakdown of the animal shelter construction costs. He highlighted that there were 77 individual line items that made up the \$3.2M used for the facility. Mr. Rapson briefly outlined the costs associated with the animal shelter construction. He noted that discussions regarding needed updates to the animal shelter began in February 2016 with the Board approving \$1M to fund the expansion of the old shelter in 2019, this project had its own design and construction team/company. As discussions continued the plan shifted and the decision was made to build a new facility. Once the new land swap was completed the County worked with the Engineer of Records and Pro Construction regarding the new Animal Shelter facility. This project included turning the building, utilities, water, etc. Mr. Rapson continued stating in addition to the original \$1M the Board again stepped in and allocated an additional \$2M. So, a \$1M project did not go \$2M over budget. Instead, a \$1M renovation project shifted to a new construction project. Mr. Rapson outlined that

Fayette County was a subsidiary of the State and as such had to follow state regulations and guidelines. He stated that because of the heightened attention regarding the Animal Shelter, the County had received six (6) surprise visits/evaluations and have passed all of them with no violations, concerns, or complaints.

He stated that an RFP which was a request for proposal (and was a formal business document that provided a comprehensive project overview, described requirements, and solicited vendor bids) was put out online. Dr. Cannon did respond, and communications had gone back out to her for a 30-day extension to allow the County to get an Animal Shelter Director in place. He advised that Dr. Cannon did agree to the 30-day extension and was still in the mix of respondents. With this in mind the scope of services that would be evaluated had to meet the needs of the Animal Shelter as outlined via state regulations.

Mr. Rapson stated that the Fayette County Animal Shelter had been a "No Kill" facility since 2018. He outlined the rates for 2018-2023 and thanked the animal advocates for their assistance in reaching this status. Mr. Rapson also stated that the 5-day intake animal hold although seemingly excessive was advised by the County veterinarian Dr. Jeff. Who stated, "the main reason for keeping them in isolation upon intake is that they might have something contagious but not showing symptoms yet, technically most of these concerns would show up before 5-7 day; the other reason is to ensure they are protected from the vaccination before they are put up front". Mr. Rapson stated that the animals are not sitting in isolation for 24-hours in their waste or otherwise. They are walked and staff diligent cleans the kennels when accidents occur. Mr. Rapson advised that Ms. Cokely could perform an evaluation of the dog that was on the euthanasia list as long as its scheduled and performed with staff present; he noted however if the dog was a bite case the animal had to be adopted by rescue. Mr. Rapson briefly outlined the three (3) responsibilities for Fayette County animal control 1. West Nile disease control, 2. rabies control, and rabies observation. Fayette County Animal Control was performing way beyond these responsibilities.

He concluded outlining additional items he pulled from tonight's meeting. He advised that part of Phase 2 of the Animal Shelter was voted on by the citizens of Fayette County and it was outside and included the barn and walking trails and those funds could only be spent of Phase 2 items. He noted that the Board allocated an additional \$500K for Phase 2. Mr. Rapson stated they would purchase additional water hoses for outside. He also noted that there were comments regarding free services, however there had not been any proposal provided regarding said services. The County had to follow the outlined policies, processes, and procedures in place. Mr. Rapson briefly outlined the donation policy. Mr. Rapson stated that there had been discussions regarding a steering committee and the Board decided against it.

### Sinkhole Concern

Douglas Brantley of Fayetteville advised the Board of an ongoing issue regarding a sink hole on his property. He stated that he felt this was a county problem and should be corrected by the County.

### CONSENT AGENDA:

Vice Chairman Gibbons moved to approve the Consent Agenda. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Maxwell was absent.

8. **Approval of Resolution 2024-06 to Transmit the DRAFT Capital Improvements Element Amendment of the Fayette County Comprehensive Plan relating to the County's Impact Fee Program, to be considered for transmittal to the Atlanta Regional Commission for Regional and State Review pursuant to the Georgia Planning Act of 1989.**
9. **Approval of a request from Fayette Huntcliff Developers, LLC, owner of Huntcliff Manor, seeking authorization for the use of motorized cart travel on all streets within the subdivision in accordance with Article III Motorized Carts of the Fayette County Code.**
10. **Approval to add Huntcliff Manor Phase One subdivision to Fayette County's Street Light Program.**
11. **Approval to acquire all fee simple right-of-way and easements for the Ridge Way at Park Hill Lane Stormwater Replacement.**

12. Approval to award prepositioned Contract 2366-P Debris Monitor to Tetra Tech, Inc.
13. Approval to award multi-jurisdictional, prepositioned Contract 2365-P Debris Clearing, Removal & Disposal to Ceres Environmental Services, Inc.
14. Approval to accept Hazard Mitigation Grant Program Award from the Federal Emergency Management Agency through Georgia Emergency Management Agency (GEMA) and to update the plan.
15. Approval of County Attorney's recommendation to approve a disposition of tax refund, as requested by Billie Marie Wood, in the amount of \$110.65 for tax year(s) 2023.
16. Approval of County Attorney's recommendation to approve a disposition of tax refund, as requested by Deanna Sterling, in the amount of \$651.56 for tax year(s) 2021, 2022 and 2023.
17. Approval of County Attorney's recommendation to approve a disposition of tax refund, as requested by Freida Perry, in the amount of \$2,952.36 for tax year(s) 2023.
18. Approval of County Attorney's recommendation to approve a disposition of tax refund, as requested by Howard Gutherie, in the amount of \$579.36 for tax year(s) 2021, 2022 and 2023.
19. Approval of County Attorney's recommendation to approve a disposition of tax refund, as requested by Rosemary Tennant, in the amount of \$3,346.20 for tax year(s) 2021.
20. Approval of County Attorney's recommendation to approve a disposition of tax refund, as requested by Alonzo Price, in the amount of \$205.92 for tax year(s) 2021 and 2022.
21. Approval of County Attorney's recommendation to approve a disposition of tax refund, as requested by Benjamin and Vanessa Maner in the amount of \$4,829.49 for tax year(s) 2023.
22. Approval of County Attorney's recommendation to approve a disposition of tax refund, as requested by Brenda Fuller, in the amount of \$1,556.93 for tax year(s) 2023.
23. Approval of County Attorney's recommendation to approve a disposition of tax refund, as requested by Eric and Marlo Tiede, in the amount of \$461.72 for tax year(s) 2022.
24. Approval of County Attorney's recommendation to approve a disposition of tax refund, as requested by Evie Bowers, in the amount of \$2,622.99 for tax years 2020, 2021 and 2022.
25. Approval of County Attorney's recommendation to approve a disposition of tax refund, as requested by Geraldine P. Carolan in the amount of \$1,601.14 for tax year(s) 2021, 2022, and 2023.
26. Approval of County Attorney's recommendation to approve a disposition of tax refund, as requested by James O'Shields, in the amount of \$2,459.14 for tax year(s) 2023.
27. Approval of County Attorney's recommendation to approve a disposition of tax refund, as requested by Rachel Williams, in the amount of \$4,573.93 for tax year(s) 2023.
28. Approval of the June 13, 2024 Board of Commissioners Meeting Minutes.

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

**29. Request to close McCurry Park North on November 9, 2024, from 6:30 a.m. to 5:00 p.m. for the Theta Lambda Lambda of Omega Psi Phi Fraternity, Inc. 5K to raise awareness regarding Prostrate Cancer and raise funds for their foundation to continue servicing the communities of Fayette and Coweta.**

Parks and Recreation Director Anita Godbee stated that this request was to close McCurry Park North on November 9, 2024, from 6:30 a.m. to 5:00 p.m. for the Theta Lambda Lambda of Omega Psi Phi Fraternity, Inc. 5K to raise awareness regarding Prostrate Cancer and raise funds for their foundation to continue servicing the communities of Fayette and Coweta.

Commission Rousseau asked if this would cause any scheduling conflicts for McCurry Park.

Ms. Godbee stated that she had already spoken with the youth sports associations and had coordinated switching fields for football and soccer and softball would not be in season.

Chairman Hearn asked if this was the first year for this event.

Ms. Godbee state yes, it was.

Commissioner Oddo asked if Highway 54 would be closed during this event.

Lawrence Nelson, representative for Theta Lambda Lambda of Omega Psi Phi Fraternity, advised that yes there would be a short window of road closures that would affect one lane during the race for about 2-hours.

Commissioner Oddo asked if the citizens would be notified and advised of the event and traffic pattern change prior to.

Mr. Nelson stated yes, in working with Georgia Department of Transportation notifications would go out to ensure citizens are aware of the event and traffic charges in advance.

Ms. Godbee advised that McDonough Road will be open at all times, with a partial lane closure on highway 54.

Chairman Hearn stated that he appreciated and thanked Mr. Nelson and his team for bringing this event to Fayette County and raising awareness regarding Prostrate Cancer. He advised that prostate cancer had touched his family, and this cause was close to his heart.

Mr. Nelson stated that one of their founding members Jerome Kirkland recently passed away from prostate cancer and this was an important event. He stated that it would serve two functions 1. to bring awareness regarding Prostrate Cancer, is very treatable when detected early; and 2. to raise scholarship fund. He advised that Theta Lambda Lambda of Omega Psi Phi Fraternity worked hard in the community and had raised over \$250K in scholarships to local high school seniors over the years.

Vice Chairman Gibbons moved to approve close McCurry Park North on November 9, 2024, from 6:30 a.m. to 5:00 p.m. for the Theta Lambda Lambda of Omega Psi Phi Fraternity, Inc. 5K to raise awareness regarding Prostrate Cancer and raise funds for their foundation to continue servicing the communities of Fayette and Coweta. Commissioners Rousseau seconded.

Commissioner Rousseau thanked the organization for their efforts in bringing awareness regarding prostate cancer to the community. He encouraged them to reach out to the Department of Public Health to expand their outreach efforts.

Vice Chairman Gibbons moved to approve close McCurry Park North on November 9, 2024, from 6:30 a.m. to 5:00 p.m. for the Theta Lambda Lambda of Omega Psi Phi Fraternity, Inc. 5K to raise awareness regarding Prostrate Cancer and raise funds for

their foundation to continue servicing the communities of Fayette and Coweta. Commissioners Rousseau seconded. The motion passed 4-0. Commissioner Maxwell was absent.

**30. Request to enter into a Radio Communications Memorandum of Understanding (MOU) with Georgia Bureau of Investigation for radio access.**

911 Director Kayte Vogt stated that this request was to enter into a Radio Communications Memorandum of Understanding (MOU) with Georgia Bureau of Investigation for communications. She stated that she had spoken with all five law enforcement agencies within Fayette County and all the chiefs and department heads were in favor of GBI having their primary dispatch channels. She stated that if there was a critical issue in Fayette County, this MOU would facilitate in communications already be in place saving time.

Commissioner Rousseau moved to approve to enter into a Radio Communications Memorandum of Understanding (MOU) with Georgia Bureau of Investigation for radio access. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Maxwell seconded.

**31. Request to accept an academic education affiliation agreement with healthcare systems partnering with Fayette County Fire & Emergency Services AEMT and Paramedic training programs, and to delegate Fire Chief Jeffrey W. Hill to sign education affiliation agreements for the training programs on behalf of Fayette County.**

Fire Chief Hill stated that this request was to accept an academic education affiliation agreement with healthcare systems partnering with Fayette County Fire & Emergency Services AEMT and Paramedic training programs, and to delegate Fire Chief Jeffrey W. Hill to sign education affiliation agreements for the training programs on behalf of Fayette County.

Commissioner Rousseau moved to approve to accept an academic education affiliation agreement with healthcare systems partnering with Fayette County Fire & Emergency Services AEMT and Paramedic training programs, and to delegate Fire Chief Jeffrey W. Hill to sign education affiliation agreements for the training programs on behalf of Fayette County. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Maxwell was absent.

**32. Request to renew Contract #2077-B; Water Treatment chemicals for Brenntag Mid-South, Inc., Chemtrade Chemicals US LLC, and Southern States Chemicals for a total not-to-exceed amount of \$478,953.00.**

Water Production & Operations Manager Susan Lee stated that this request was to renew Contract #2077-B; Water Treatment chemicals for Brenntag Mid-South, Inc., Chemtrade Chemicals US LLC, and Southern States Chemicals for a total not-to-exceed amount of \$478,953.00.

Vice Chairman Gibbons moved to approve to renew Contract #2077-B; Water Treatment chemicals for Brenntag Mid-South, Inc., Chemtrade Chemicals US LLC, and Southern States Chemicals for a total not-to-exceed amount of \$478,953.00. Commissioner Oddo seconded.

Commissioner Rousseau asked if this would come out of the Water Systems operating budget.

Ms. Lee stated yes.

Vice Chairman Gibbons moved to approve to renew Contract #2077-B; Water Treatment chemicals for Brenntag Mid-South, Inc., Chemtrade Chemicals US LLC, and Southern States Chemicals for a total not-to-exceed amount of \$478,953.00. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Maxwell was absent.

**33. Request to approve Ordinance 2024-04 to revise provision pertaining to the donation of right-of-way as a condition of development in Fayette County's Code of Ordinances.**

Public Works Director Phil Mallon stated that this item was requesting approval of Ordinance 2024-04 to revise provision pertaining to the donation of right-of-way as a condition of development in Fayette County's Code of Ordinances. He thanked Mr. Davenport and his team for their assistance in developing this revision. He noted the two biggest changes in this revision are 1. removing the ability of a property owner to request a variance to something within the subdivision regulations; and 2. when the County required right-of-way donation from a property owner. In general, when a piece of property was developed either by building something on it or subdividing it; the existing right-of-way was then compared to the throughfare plan and if it was less than a right-of-way donation was required. This change would reduce the ability to get right-of-way to rezoning; and when it's needed to provide adequate and safe access to the property.

Vice Chairman Gibbons moved to approve Ordinance 2024-04 to revise provision pertaining to the donation of right-of-way as a condition of development in Fayette County's Code of Ordinances. Commissioner Oddo seconded.

Commissioner Rousseau asked if this ordinance would prevent staff from asking property owner for right-of-way donations.

Mr. Davenport stated that he would caution against that. As the government anytime we asked an individual for property its done under the threat of condemnation and it's not seen as an at "arm-length" transaction and they may feel they are coerced to do so. He advised that the County did its best to

Vice Chairman Gibbons moved to approve Ordinance 2024-04 to revise provision pertaining to the donation of right-of-way as a condition of development in Fayette County's Code of Ordinances. Commissioner Oddo seconded. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Maxwell was absent.

**34. Request to approve Resolution 2024-07, for the purpose of establishing a reasonable and timely procedure for the receipt and processing of tax refund request.**

Mr. Rapson stated that Resolution 2024-07 was seeking approval to establish a reasonable and timely procedure for the receipt of processing tax refund request. This resolution would change the process back to the Assessor's Office and the Board of Assessor's, with only those requests being recommended for denial or that the Assessor's Office recommended for legal review, be sent to the County Attorney's office for review and recommendation to the Board of Commissioners.

Vice Chairman Gibbons moved to approve Resolution 2024-07, for the purpose of establishing a reasonable and timely procedure for the receipt and processing of tax refund request. Commissioner Oddo seconded the motion passed 4-0. Commissioner Maxwell was absent.

**ADMINISTRATOR'S REPORTS:**

**Hot Projects**

Mr. Rapson stated that the Hot Projects report was forwarded to the Board and included updates on the Parks and Recreation multi-use facility, Redwine Road multi-use path, Redwine Road/Bernhard Road/Peachtree Parkway roundabout, Coastline Bridge improvements, and a Water System AMI project update.

**July 4<sup>th</sup> Holiday**

Mr. Rapson reminded all in attendance that the County would be closed on Thursday July 4<sup>th</sup> in observation of the 4<sup>th</sup> of July Holiday.

**ATTORNEY'S REPORTS:**

**Notice of Executive Session:** County Attorney Dennis Davenport stated that there were four items for Executive Session. Two items involving pending litigation, one item involving threatened litigation and the review of the June 13, 2024 Executive Session Minutes.

## **COMMISSIONERS' REPORTS:**

### **Commissioner Oddo**

Commissioner Oddo stated that he wanted all to know that the Board was taking their comments and concerns seriously, even if they do not respond immediately. He noted that he was paying attention to commenters and thoroughly taking notes as was his colleagues. He extended a job well done to staff for putting the Budget together it was not an easy task he thanked everyone involved in that process. He extended a Happy 4<sup>th</sup> of July to everyone, specifically highlighting that it was his 22<sup>nd</sup> wedding anniversary. He concluded wishing his wife a Happy Anniversary.

### **Chairman Hearn**

Chairman Hearn stated that he was at the Animal Shelter before the BOC meeting today unannounced. He noted that the kennels were clean and staff was working. He stated that the Board cared about the animals and were listening and taking citizen concerns and suggestions to heart. He noted that he was still open to meeting with the animal advocates.

### **Commissioner Rousseau**

Commissioner Rousseau in speaking to the animal advocates thanked them for their advocacy. He urged them to also be mindful of the stress being placed of the team/staff; considering their physical, mental, and spiritual wellbeing as they work to address the various issues and concerns being relayed.

Commissioner Rousseau moved to approve to allow County employees, barring public safety staff, to be off on Friday July 5, 2024. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Maxwell was absent.

## **EXECUTIVE SESSION:**

**Two items involving pending litigation, one item involving threatened litigation and the review of the June 13, 2024 Executive Session Minutes.** Commissioner Rousseau moved to go into Executive Session. Commissioner Oddo Commissioner seconded. The motion passed 4-0. Commissioner Maxwell was absent.

The Board recessed into Executive Session at 8:42 p.m. and returned to Official Session at 8:57 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 4-0. Commissioner Maxwell was absent.

**Approval of the June 13, 2024 Executive Session Minutes:** Commissioner Oddo moved to approve June 13, 2024 Executive Session Minutes. Vice Chairman Gibbons seconded the motion. The motion passed 4-0. Commissioner Rousseau was absent.

### **Workers Compensation Settlement**

Mr. Davenport advised the Board of a workers compensation settlement for Starling Johnson. Mr. Davenport stated that there was a proposed settlement agreement for Mr. Johnson in the amount of \$234,865 this would be paid in both cash and via annuities. Mr. Davenport stated that Mr. Johnson had agreed to sign off on the necessary releases as part of the package which include a confidentially provision, non-disparagement agreement and agreement not to seek employment again with Fayette County, along with the voluntary resignation agreement.

Commissioner Rousseau moved to approve the workers compensation settlement agreement for Starling Johnson in the amount of \$234,865 including, with the standard release documents. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Maxwell was absent.



**ADJOURNMENT:**

Vice Chairman Gibbons moved to adjourn the June 27, 2024 Board of Commissioners meeting. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Maxwell was absent.

The June 27, 2023 Board of Commissioners meeting adjourned at 8:59 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 11<sup>th</sup> day of July 2024. Attachments are available upon request at the County Clerk's Office.

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

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Consideration of an Annexation Notification from the Town of Brooks regarding a request to annex 1 parcel, Parcel No. 0409 064, approximately 8.28 acres, located south of the Norfolk Southern Railroad Line and Price Road.

**Background/History/Details:**

The Town of Brooks has received a request for annexation of the above-referenced property. The applicant proposes to combine this parcel with another parcel that they own. Since the parcel in question is currently landlocked, combining the parcels will resolve this nonconformity.

The current zoning is A-R, Agricultural Residential and the County's Future Land Use Plan designation is Agricultural-Residential. The proposed land use and zoning under the Town of Brooks is RA (Residential-Agricultural), which is analogous to the County's A-R zoning, with only minor differences.

Staff is presenting a brief assessment of the property and potential concerns related to annexation of the property. There are no objections from staff.

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

Consideration of an Annexation Notification from the Town of Brooks regarding a request to annex 1 parcel, Parcel No. 0409 064, approximately 8.28 acres, located south of the Norfolk Southern Railroad Line and Price Road.

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

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

To: Steve Rapson, County Manager

From: Debbie Bell

Date: June 25, 2024

Re: Town of Brooks Annexation Request for Parcel #0409 064 – landlocked parcel south of the Norfolk Southern Rail Line and Price Road

### **GENERAL DESCRIPTION**

The Town of Brooks has received a request for annexation of Parcel No. 0409064. The annexation application indicates that the total property is 8.28 acres. The property is currently zoned A-R, Agricultural-Residential, and the Fayette County Future Land Use Plan designates the area as Agricultural-Residential (1 Unit/5 Acres). The proposed zoning under the Town of Brooks is RA (Residential Agricultural). It is adjacent to another landlocked parcel belonging to the same owner and the owner is proposing to combine this tract with the larger tract that was annexed in 2021.

The Town of Brooks will hold Public Hearing s of the annexation request on July 15, 2024, at 6:30 PM, and on August 19, 2024, at 6:30 PM.

#### Subject Parcel

<b>Location</b>	<b>Parcel ID</b>	<b>Acreage</b>	<b>Current Zoning</b>	<b>County Land Use Designation</b>	<b>Proposed City Zoning &amp; Land Use</b>
South of Price Road	0409 000648	8.28	A-R	Agricultural-Residential	RA (Res-Ag)

The proposed annexation would not create an island. The subject property will have access to Price Road vis an easement recorded for the parcel with which it is to be combined. The annexation application does not include a concept plan.

The parcel is bounded by the following uses and zoning:

<b>Direction</b>	<b>Acreage</b>	<b>Zoning</b>	<b>Use</b>	<b>Comprehensive Plan</b>
North	24.14	A-R	Residential	Agricultural-Residential – 1 Unit/5 Acres
South	10	Brooks - RA	Residential	Town of Brooks: Res-Ag
East	13.95	Brooks - RA	Residential	Town of Brooks: Res-Ag
West	71.43	A-R	Agricultural	Agricultural-Residential – 1 Unit/5 Acres

## **HISTORY**

The property has not been the subject of a previous rezoning request or annexation application.

## **DEPARTMENTAL COMMENTS**

### **Planning and Zoning:**

The proposed zoning and land use categories under the Town of Brooks are consistent with the County's zoning and land use plans and staff has no objection. Combining the landlocked parcel with a parcel that has proper road frontage is a positive outcome.

The county governing authority may by majority vote to object to the annexation because of a material increase in burden upon the county. The material increase in burden upon the county must be directly related to any one or more of the following:

- (1) The proposed change in zoning or land use;
- (2) Proposed increase in density; and
- (3) Infrastructure demands related to the proposed change in zoning or land use.

The objection shall document the nature of the objection specifically providing evidence of any financial impact forming the basis of the objection. Delivery of services may not be a basis for a valid objection but may be used in support of a valid objection if directly related to one or more of the subjects enumerated in (1), (2), and (3) above.

In order for an objection to be valid, the proposed change in zoning or land use must:

- (1) Result in:
  - (A) A substantial change in the intensity of the allowable use of the property or a change to a significantly different allowable use; or
  - (B) A use which significantly increases the net cost of infrastructure or significantly diminishes the value or useful life of a capital outlay project, as such term is defined in Code Section 48-8-110, which is furnished by the county to the area to be annexed; and
- (2) Differ substantially from the existing uses suggested for the property by the county's comprehensive land use or permitted for the property pursuant to the county's zoning ordinance or its land use ordinances.

**DEPARTMENTAL COMMENTS**

**Fire/EMS:** No objections.

**Water System:** The Fayette County Water System does not provide service to this location.

**Environmental Health:** No objections.

**Public Works/Engineering Comments:** No objections

**Environmental Management:** No objections

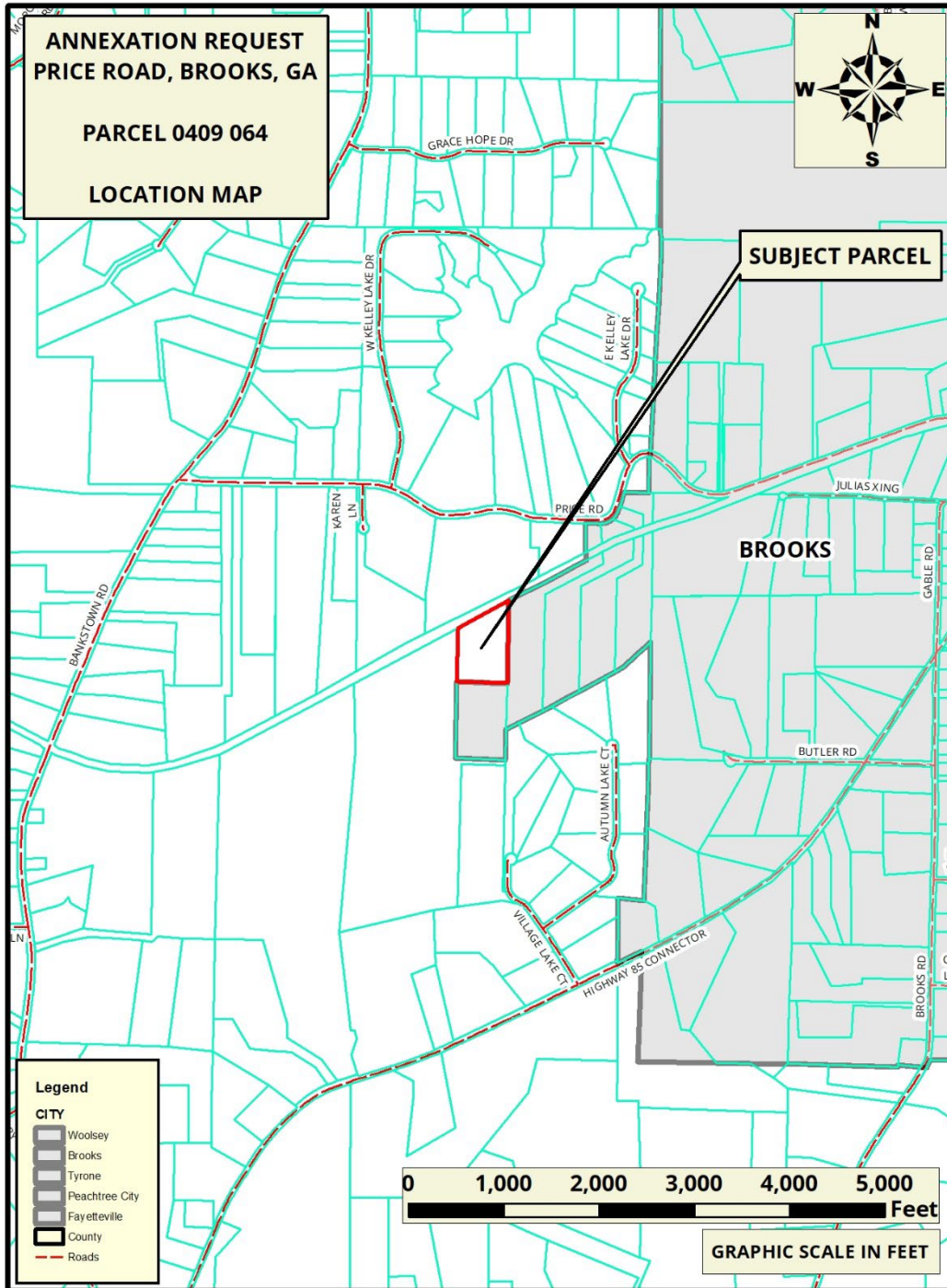
**Emergency Management:** No objections

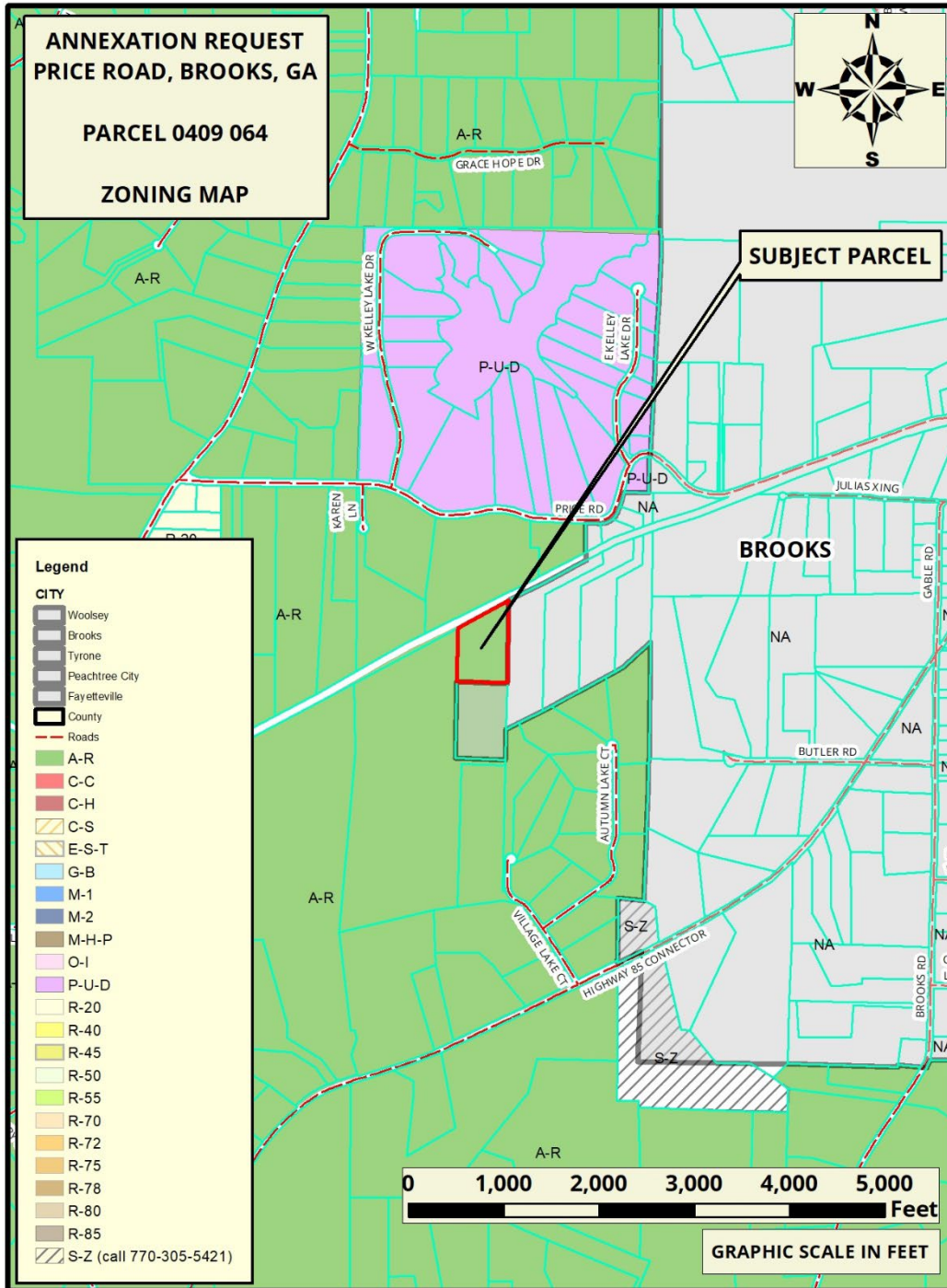
**Board of Education:** No objections

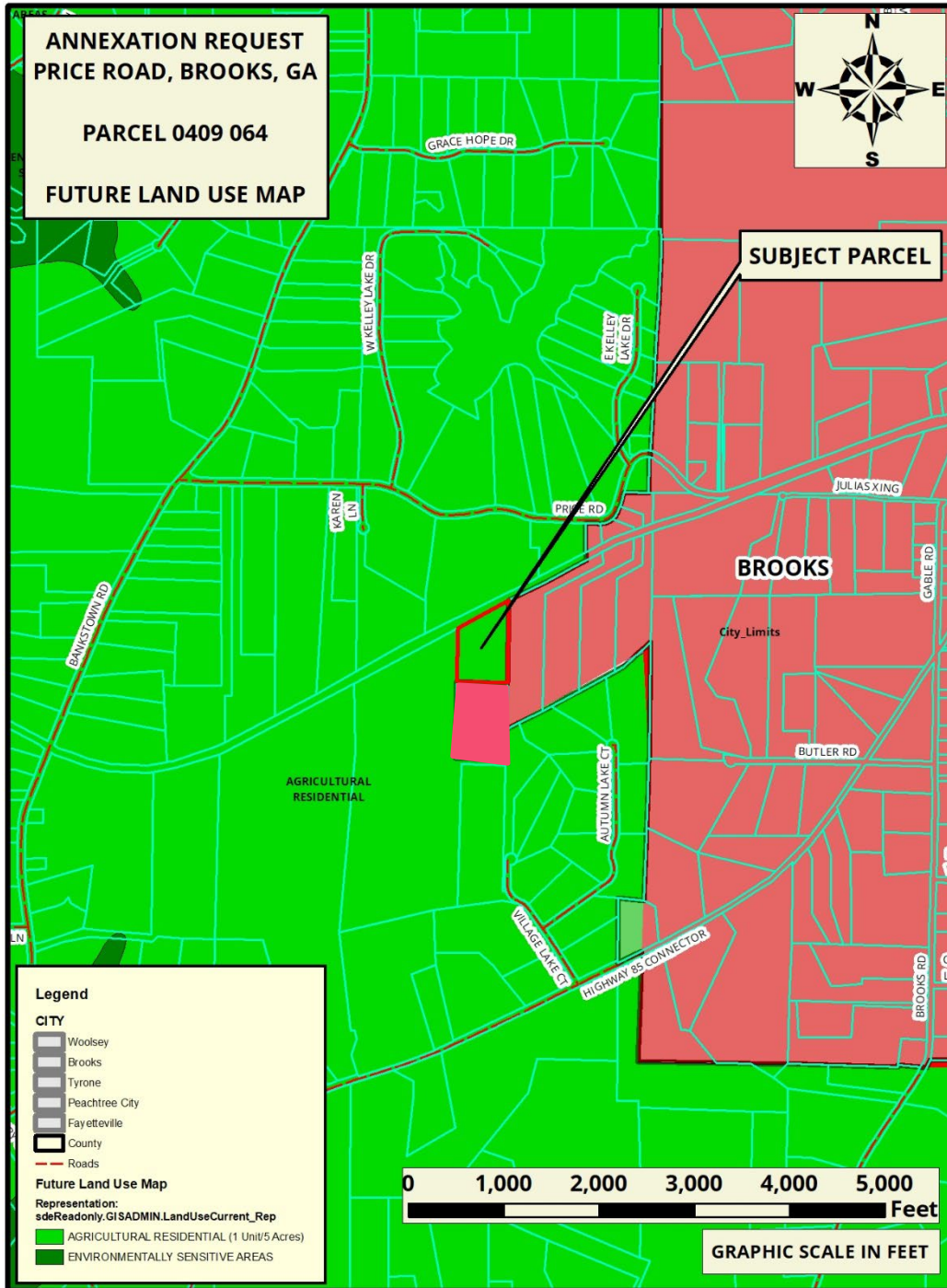
**Planning & Zoning:** No objections

**SUMMARY & RECOMMENDATIONS:**

The subject property is currently zoned A-R in the County. Staff has no objections or concerns related to the request. The proposal is consistent with the County's zoning and Land Use Plan and combining the landlocked parcel with a parcel with proper road access removes a nonconformity.









**STATE LAW**

**TITLE 36. LOCAL GOVERNMENT  
 PROVISIONS APPLICABLE TO MUNICIPAL CORPORATIONS ONLY  
 CHAPTER 36. ANNEXATION OF TERRITORY  
 ARTICLE 7. PROCEDURE FOR RESOLVING ANNEXATION DISPUTES**

**36-36-113. Objection to annexation; grounds and procedures**

- (a) The county governing authority may by majority vote to object to the annexation because of a material increase in burden upon the county directly related to any one or more of the following:
- (1) The proposed change in zoning or land use;
  - (2) Proposed increase in density; and
  - (3) Infrastructure demands related to the proposed change in zoning or land use.
- (b) Delivery of services may not be a basis for a valid objection but may be used in support of a valid objection if directly related to one or more of the subjects enumerated in paragraphs (1), (2), and (3) of subsection (a) of this Code section.
- (c) The objection provided for in subsection (a) of this Code section shall document the nature of the objection specifically providing evidence of any financial impact forming the basis of the objection and shall be delivered to the municipal governing authority by certified mail or statutory overnight delivery to be received not later than the end of the thirtieth calendar day following receipt of the notice provided for in Code Section 36-36-111.
- (d) In order for an objection pursuant to this Code section to be valid, the proposed change in zoning or land use must:
- (1) Result in:
    - (A) A substantial change in the intensity of the allowable use of the property or a change to a significantly different allowable use; or
    - (B) A use which significantly increases the net cost of infrastructure or significantly diminishes the value or useful life of a capital outlay project, as such term is defined in Code Section 48-8-110, which is furnished by the county to the area to be annexed; and
  - (2) Differ substantially from the existing uses suggested for the property by the county's comprehensive land use or permitted for the property pursuant to

the county's zoning ordinance or its land use ordinances.

### **36-36-114. Arbitration panel; composition and membership**

- (a) Not later than the fifteenth calendar day following the date the municipal corporation received the first objection provided for in Code Section 36-36-113, an arbitration panel shall be appointed as provided in this Code section.
- (b) The arbitration panel shall be composed of five members to be selected as provided in this subsection. The Department of Community Affairs shall develop three pools of arbitrators, one pool which consists of persons who are currently or within the previous six years have been municipal elected officials, one pool which consists of persons who are currently or within the previous six years have been county elected officials, and one pool which consists of persons with a master's degree or higher in public administration or planning and who are currently employed by an institution of higher learning in this state, other than the Carl Vinson Institute of Government. The pool shall be sufficiently large to ensure as nearly as practicable that no person shall be required to serve on more than two panels in any one calendar year and serve on no more than one panel in any given county in any one calendar year. The department is authorized to coordinate with the Georgia Municipal Association, the Association County Commissioners of Georgia, the Council of Local Governments, and similar organizations in developing and maintaining such pools.
- (c) Upon receiving notice of a disputed annexation, the department shall choose at random four names from the pool of municipal officials, four names from the pool of county officials, and three names from the pool of academics; provided, however, that none of such selections shall include a person who is a resident of the county which has interposed the objection or any municipal corporation located wholly or partially in such county. The municipal corporation shall be permitted to strike or excuse two of the names chosen from the county officials pool; the county shall be permitted to strike or excuse two of the names chosen from the municipal officials pool; and the county and municipal corporation shall each be permitted to strike or excuse one of the names chosen from the academic pool.
- (d) Prior to being eligible to serve on any of the three pools, persons interested in serving on such panels shall receive joint training in alternative dispute resolution together with zoning and land use training, which may be designed and overseen by the Carl Vinson Institute of Government in conjunction with the Association County Commissioners of Georgia and the Georgia Municipal Association, provided such training is available.
- (e) At the time any person is selected to serve on a panel for any particular annexation dispute, he or she shall sign the following oath: "I do solemnly swear or affirm that I will faithfully perform my duties as an arbitrator in a fair and impartial manner without favor or affection to any party, and that I have not and will not have any ex

parte communication regarding the facts and circumstances of the matters to be determined, other than communications with my fellow arbitrators, and will only consider, in making my determination, those matters which may lawfully come before me."

**36-36-115. Meetings of arbitration panel; duties; findings and recommendations; compensation**

- (a) (1) The arbitration panel appointed pursuant to Code Section 36-36-114 shall meet as soon after appointment as practicable and shall receive evidence and argument from the municipal corporation, the county, and the applicant or property owner and shall by majority vote render a decision which shall be binding on all parties to the dispute as provided for in this article not later than the sixtieth day following such appointment. The meetings of the panel in which evidence is submitted or arguments of the parties are made shall be open to the public pursuant to Chapter 14 of Title 50. The panel shall first determine the validity of the grounds for objection as specified in the objection. If an objection involves the financial impact on the county as a result of a change in zoning or land use or the provision of maintenance of infrastructure, the panel shall quantify such impact in terms of cost. As to any objection which the panel has determined to be valid, the panel, in its findings, may establish reasonable zoning, land use, or density conditions applicable to the annexation and propose any reasonable mitigating measures as to an objection pertaining to infrastructure demands.
- (2) In arriving at its determination, the panel shall consider:
- (A) The existing comprehensive land use plans of both the county and city;
  - (B) The existing land use patterns in the area of the subject property;
  - (C) The existing zoning patterns in the area of the subject property;
  - (D) Each jurisdiction's provision of infrastructure to the area of the subject property;
  - (E) Whether the county has approved similar changes in intensity or allowable uses on similar developments in other unincorporated areas of the county;
  - (F) Whether the county has approved similar developments in other unincorporated areas of the county which have a similar impact on infrastructure as complained of by the county in its objection; and
  - (G) Whether the infrastructure or capital outlay project which is claimed adversely impacted by the county in its objection was funded by a county-wide tax.

- (3) The county shall provide supporting evidence that its objection is consistent with its land use plan and the pattern of existing land uses and zonings in the area of the subject property.
  - (4) The county shall bear at least 75 percent of the cost of the arbitration. The panel shall apportion the remaining 25 percent of the cost of the arbitration equitably between the city and the county as the facts of the appeal warrant; provided, however, that if the panel determines that any party has advanced a position that is substantially frivolous, the costs shall be borne by the party that has advanced such position.
  - (5) The reasonable costs of participation in the arbitration process of the property owner or owners whose property is at issue shall be borne by the county and the city in the same proportion as costs are apportioned under paragraph (4) of this subsection.
  - (6) The panel shall deliver its findings and recommendations to the parties by certified mail or statutory overnight delivery.
- (b) If the decision of the panel contains zoning, land use, or density conditions, the findings and recommendations of the panel shall be recorded in the deed records of the county with a caption describing the name of the current owner of the property, recording reference of the current owner's acquisition deed and a general description of the property, and plainly showing the expiration date of any restrictions or conditions.
  - (c) The arbitration panel shall be dissolved on the tenth day after it renders its findings and recommendations but may be reconvened as provided in Code Section 36-36-116.
  - (d) The members of the arbitration panel shall receive the same per diem, expenses, and allowances for their service on the committee as is authorized by law for members of interim legislative study committees.
  - (e) If the panel so agrees, any one or more additional annexation disputes which may arise between the parties prior to the panel's initial meeting may be consolidated for the purpose of judicial economy if there are similar issues of location or similar objections raised to such other annexations or the property to be annexed in such other annexations is within 2,500 feet of the subject property.

### **36-36-116. Appeal**

The municipal or county governing authority or an applicant for annexation may appeal the decision of the arbitration panel by filing an action in the superior court of the county within ten calendar days from receipt of the panel's findings and

recommendations. The sole grounds for appeal shall be to correct errors of fact or of law, the bias or misconduct of an arbitrator, or the panel's abuse of discretion. The superior court shall schedule an expedited appeal and shall render a decision within 20 days from the date of filing. If the court finds that an error of fact or law has been made, that an arbitrator was biased or engaged in misconduct, or that the panel has abused its discretion, the court shall issue such orders governing the proposed annexation as the circumstances may require, including remand to the panel. Any unappealed order shall be binding upon the parties. The appeal shall be assigned to a judge who is not a judge in the circuit in which the county is located.

**36-36-117. Annexation after conclusion of procedures; remedies for violations of conditions**

If the annexation is completed after final resolution of any objection, whether by agreement of the parties, act of the panel, or court order as a result of an appeal, the municipal corporation shall not change the zoning, land use, or density of the annexed property for a period of one year unless such change is made in the service delivery agreement or comprehensive plan and adopted by the affected city and county and all required parties. Following the conclusion of the dispute resolution process outlined in this article, the municipal corporation and an applicant for annexation may either accept the recommendations of the arbitration panel and proceed with the remaining annexation process or abandon the annexation proceeding. A violation of the conditions set forth in this Code section may be enforced thereafter at law or in equity until such conditions have expired as provided in this Code section.

**36-36-118. Abandonment of proposed annexation; remedies for violations of conditions**

If at any time during the proceedings the municipal corporation or applicant abandons the proposed annexation, the county shall not change the zoning, land use, or density affecting the property for a period of one year unless such change is made in the service delivery agreement or comprehensive plan and adopted by the affected city and county and all required parties. A violation of the conditions set forth in this Code section may be enforced thereafter at law or in equity until such period has expired. After final resolution of any objection, whether by agreement of the parties, act of the panel, or any appeal from the panel's decision, the terms of such decision shall remain valid for the one-year period and such annexation may proceed at any time during the one year without any further action or without any further right of objection by the county.



# TOWN OF BROOKS

P.O. Box 96  
961 HIGHWAY 85 CONNECTOR  
BROOKS, GEORGIA 30205

Page 46 of 98  
Daniel C. Langford, Jr., Mayor  
Scott Israel, Mayor Pro Tem  
Ted Britt, Councilman  
Kay Brumbelow, Councilwoman  
Brian Davis, Councilman  
Todd A. Speer, Councilman

June 13, 2024

Steve Rapson, County Administrator  
Fayette County Administrative Complex  
140 Stonewall Ave. West, Suite 100  
Fayetteville, GA 30214

RE: Small Parcel Annexation

Dear Steve,

On Thursday, June 13, 2024, the Town of Brooks received a request for annexation from the owner of parcel 0409064 (8.28 acres). This parcel is adjacent to the owner's residence and is landlocked. The only access to the parcel is from the private road the owner constructed to serve his residence.

I have included in the packet: the parcel data; a Brooks zoning map, and equivalent zoning district regulations for the town. Please let me know if you have any questions or if I can provide anything further.

Regards,

Maurice Ungaro  
Town Manager

Cc: Deborah Bell

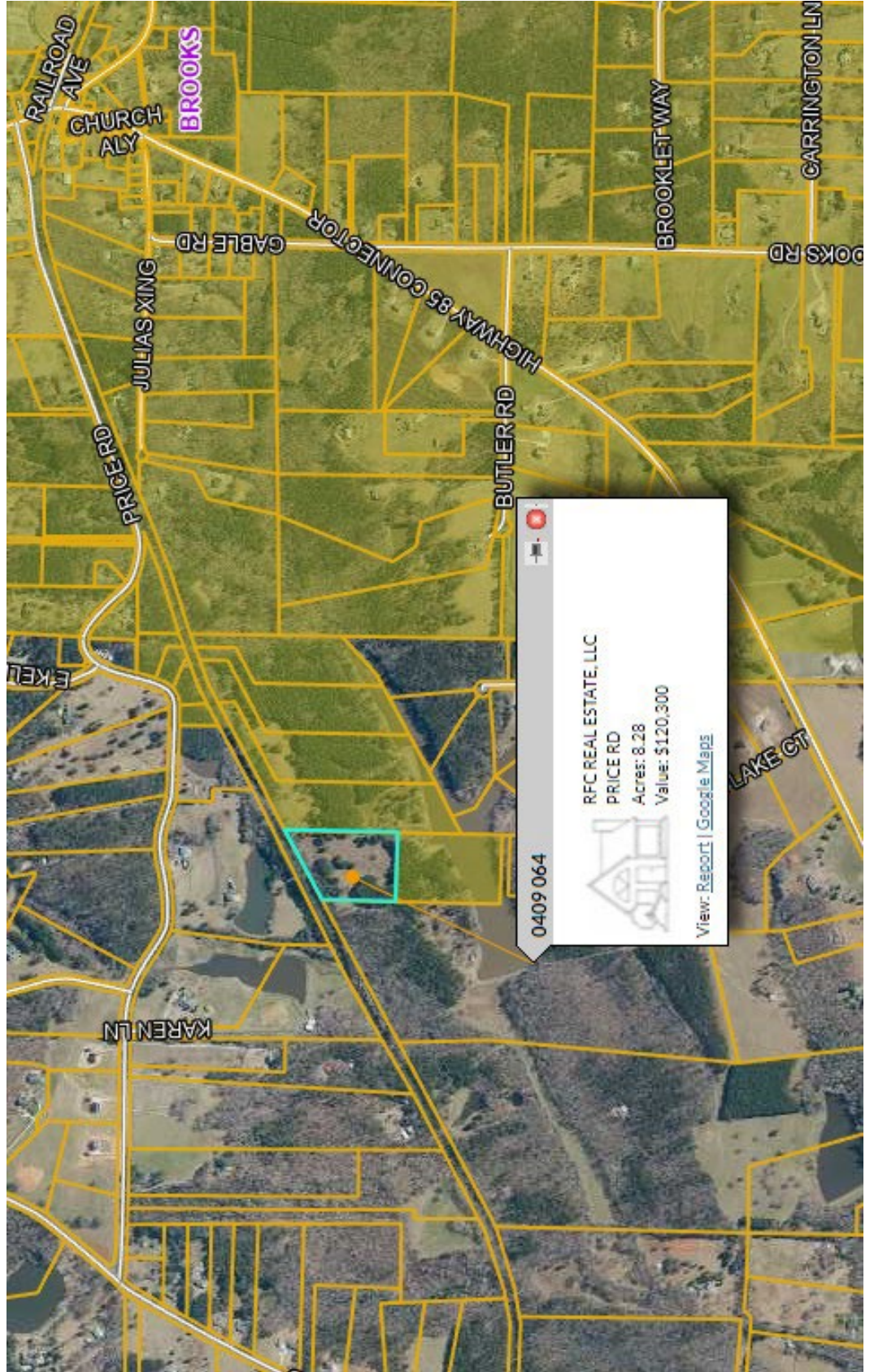
NOTICE OF PUBLIC HEARING  
ANNEXATION  
TOWN OF BROOKS, GEORGIA

You are hereby notified that on July 15, 2024, at 6:30 pm, and on August 19, 2024, at 6:30 pm, Town Council will hold a public hearing on an annexation request for property (Parcel ID# 0409 064) located south of the Norfolk Southern Rail line and adjacent to property fronting Price Rd. The request is for a land-locked 8-acre parcel to be annexed into the Town and assigned Residential Agriculture (RA) zoning classification. The applicant is requesting annexation into the Town in order to combine the 8-acre lot with the adjacent 23.95-acre lot. The public is invited to review a copy of the application at Town Hall, Monday through Thursday, from 9:00 am until 4:00 pm.

Maurice Ungaro, Town Manager



**Annexation request by Richard Chapman (RFC Real Estate LLC)**  
**Parcel ID# 0409064**





# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Consideration of an Annexation Notification from the City of Fayetteville regarding a request to annex two (2) parcels, Parcel No. 0538091 and 0538028, approximately 1.4 total acres, located on Ellis Road near GA 85 N.

**Background/History/Details:**

The City of Fayetteville has received a request for annexation of the above-referenced property and indicates the intent to develop this parcel under the City's commercial zoning district. The current zoning is C-H (Highway Commercial) and the County's Future Land Use Plan designation is Commercial, so the proposed zoning and land use under the City's regulations is consistent with the County's Future Land Use Plan.

Staff is presenting a brief assessment of the property and potential concerns related to development of the property. Fire Services is concerned about the loss of revenue for Fire Services. There are no other staff objections.

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

Consideration of an Annexation Notification from the City of Fayetteville regarding a request to annex two (2) parcels, Parcel No. 0538091 and 0538028, approximately 1.4 total acres, located on Ellis Road near GA 85 N.

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

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

To: Steve Rapson, County Manager

From: Debbie Bell

Date: May 9, 2024

Re: Fayetteville Annexation Request for Parcels #0538 091 and 0538 028, located at 115 Ellis Road.

### **GENERAL DESCRIPTION**

Fayetteville has received a Step One Annexation Application for the above-referenced properties. The annexation application indicates that the total property is 1.4 acres. The property is currently zoned C-H, Highway Commercial, and the Fayette County Future Land Use Plan designates the area as Commercial. The applicant has indicated that a City commercial zoning district will be requested. The annexation application does not include a concept plan, but states that they anticipate additional commercial uses or a commercial redevelopment. The proposed annexation would not create an island. The subject property has access to Ellis Road.

#### Subject Parcels

Location	Parcel ID	Acreage	Current Zoning	County Land Use Designation	Proposed City Zoning & Land Use
Ellis Road	0538 091 0538 028	1.4	C-H	Commercial	Commercial

#### Adjacent Parcels

Direction	Acreage	Zoning	Use	Comprehensive Plan
North , West & South	7.4	City - Commercial	Commercial	City of Fayetteville
East	1	C-H	Medical Office/Commercial	County - Commercial

### **ZONING HISTORY**

Parcel 0538 091 was part of Petition 433-81 and was rezoned from R-20 to C-H on August 13, 1981. Parcel 0538 028 was the subject of Petition 1234-14 and was rezoned from R-20 to C-H, with one condition, to dedicate right of way on Ellis Road. This condition has not been met; however, it appears that the appropriate ROW was dedicated as part of a 1968 GDOT project: Project GR-2-6230(1) Banks Road and Spur.

## **DEPARTMENTAL COMMENTS**

### **Planning and Zoning:**

The subject property is currently zoned C-H and is proposed for C-3 zoning in Fayetteville. The subject property is currently designated Commercial on the Fayette County Future Land Use Plan map, so the proposed use as commercial is consistent with the County's Comprehensive Plan.

**Fire/EMS:** The issue from the Fire & Emergency Services perspective is the loss of revenue to the County fire services from an annexation of these properties into the City. The EMS Tax District includes everything within the City of Fayetteville, so the annexation would be of minimal impact to our EMS revenue.

**Sheriff's Office:** No issues.

**Water System:** Parcels 0538 091 and 0538 028 on Ellis Road currently has water availability via connection(s) to a 24-in water main on the southside of Ellis Road. There is an existing 1 in. service for 115 Ellis Road. Further connections to this existing water main shall be at the future developer's expense and are conditioned upon FCWS plan review and approval.

**Environmental Health:** The owner of this property has visited our office to ask about the potential for expansion. However, we have told him it's not likely to happen based on septic requirements and size of property. Therefore, I have no issues with these parcels being annexed, but he will also need to go on City sewer.

### **Public Works/Engineering Comments:**

- The right-of-way dedication that was a condition of rezoning for parcel 0538 028 was never met. However, it appears that the appropriate ROW was dedicated as part of a 1968 GDOT project: Project GR-2-6230(1) Banks Road and Spur.
- The City currently maintains the portion of Ellis Road that is bounded by annexed parcels.

**SUMMARY & RECOMMENDATIONS:**

As the subject property is currently zoned C-H (Highway-Commercial) and will be zoned C-3 (Highway-Commercial) in Fayetteville there is no change in zoning or land use that will result in a substantial change in the intensity of the allowable use of the property or a change to a significantly different allowable use (see State Law below).

Fire Services would incur a loss of revenue if this were annexed.

**PROCEDURAL INFORMATION**

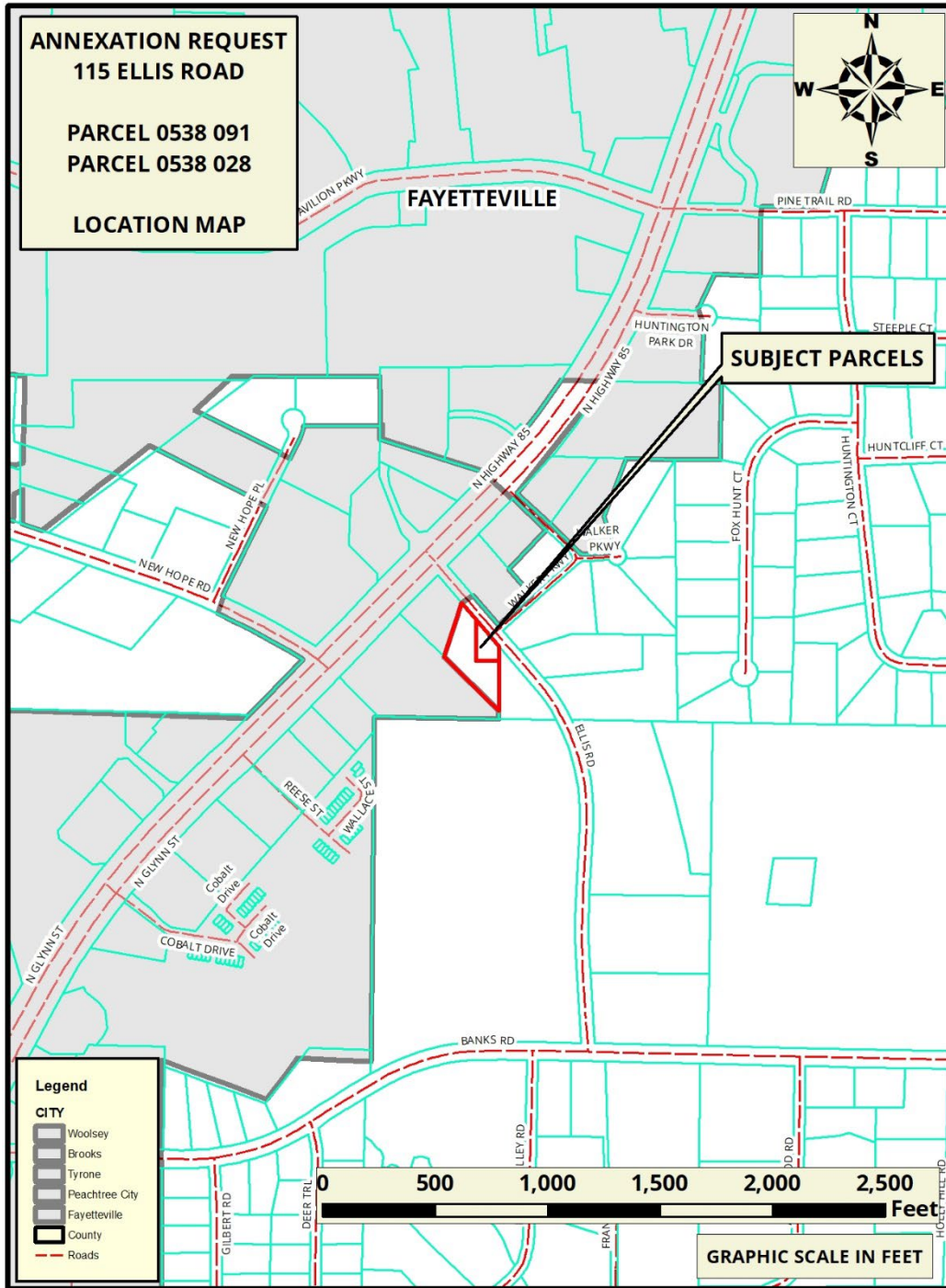
The county governing authority may by majority vote to object to the annexation because of a material increase in burden upon the county. The material increase in burden upon the county must be directly related to any one or more of the following:

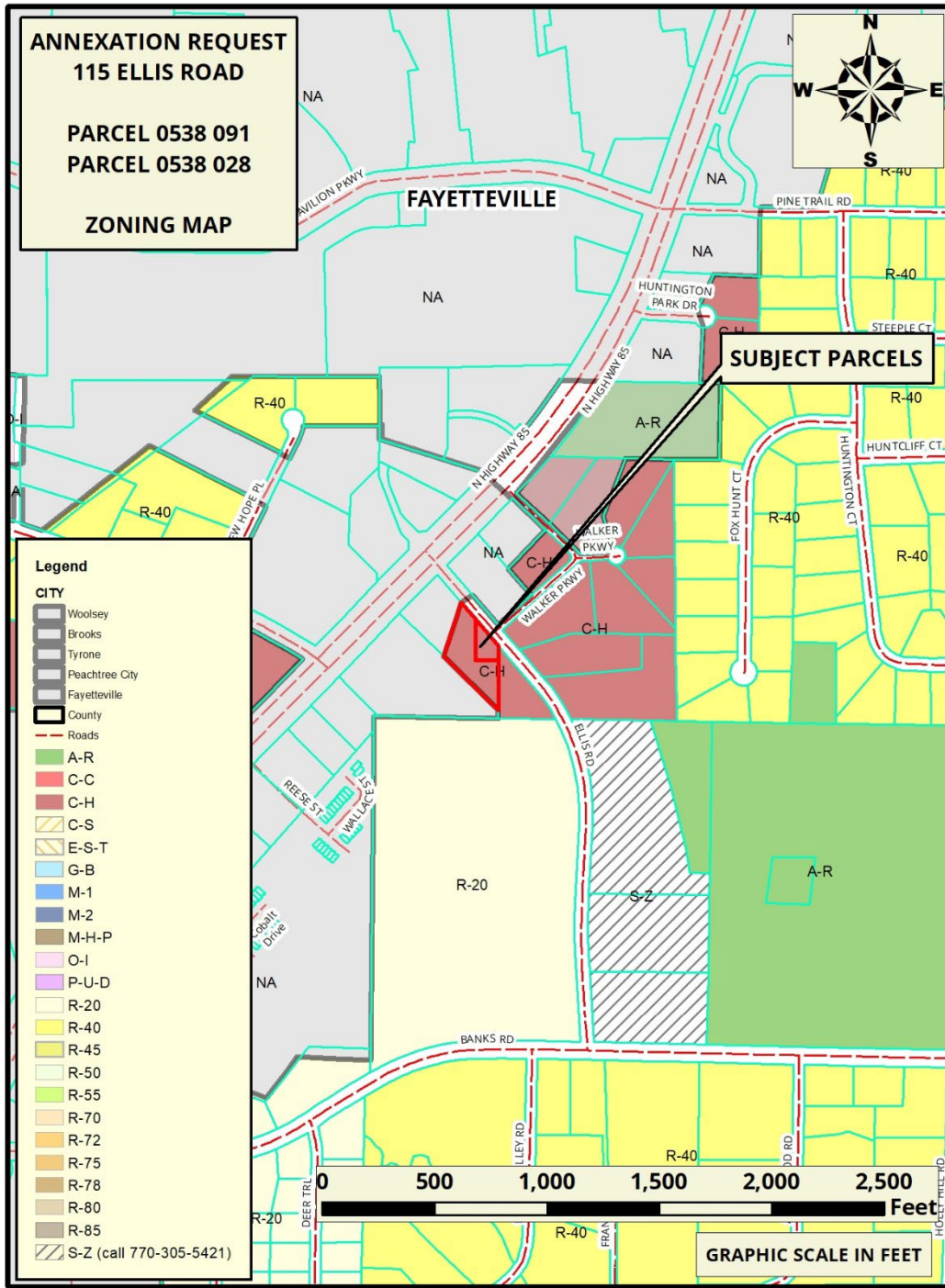
- (1) The proposed change in zoning or land use;
- (2) Proposed increase in density; and
- (3) Infrastructure demands related to the proposed change in zoning or land use.

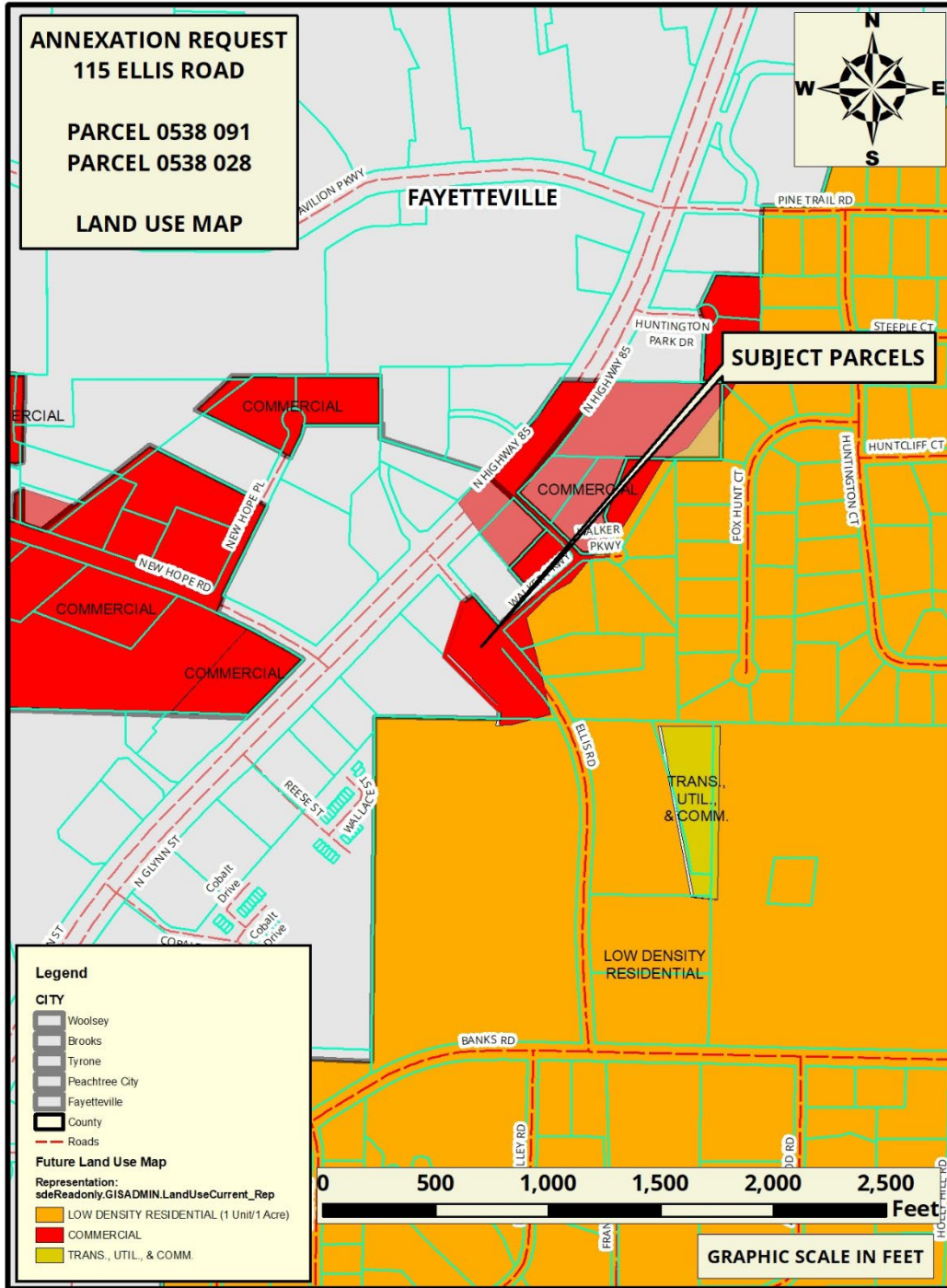
The objection shall document the nature of the objection specifically providing evidence of any financial impact forming the basis of the objection. Delivery of services may not be a basis for a valid objection but may be used in support of a valid objection if directly related to one or more of the subjects enumerated in (1), (2), and (3) above.

In order for an objection to be valid, the proposed change in zoning or land use must:

- (1) Result in:
  - (A) A substantial change in the intensity of the allowable use of the property or a change to a significantly different allowable use; or
  - (B) A use which significantly increases the net cost of infrastructure or significantly diminishes the value or useful life of a capital outlay project, as such term is defined in Code Section 48-8-110, which is furnished by the county to the area to be annexed; and
- (2) Differ substantially from the existing uses suggested for the property by the county's comprehensive land use or permitted for the property pursuant to the county's zoning ordinance or its land use ordinances.









**STATE LAW**

**TITLE 36. LOCAL GOVERNMENT  
 PROVISIONS APPLICABLE TO MUNICIPAL CORPORATIONS ONLY  
 CHAPTER 36. ANNEXATION OF TERRITORY  
 ARTICLE 7. PROCEDURE FOR RESOLVING ANNEXATION DISPUTES**

**36-36-113. Objection to annexation; grounds and procedures**

- (a) The county governing authority may by majority vote to object to the annexation because of a material increase in burden upon the county directly related to any one or more of the following:
- (1) The proposed change in zoning or land use;
  - (2) Proposed increase in density; and
  - (3) Infrastructure demands related to the proposed change in zoning or land use.
- (b) Delivery of services may not be a basis for a valid objection but may be used in support of a valid objection if directly related to one or more of the subjects enumerated in paragraphs (1), (2), and (3) of subsection (a) of this Code section.
- (c) The objection provided for in subsection (a) of this Code section shall document the nature of the objection specifically providing evidence of any financial impact forming the basis of the objection and shall be delivered to the municipal governing authority by certified mail or statutory overnight delivery to be received not later than the end of the thirtieth calendar day following receipt of the notice provided for in Code Section 36-36-111.
- (d) In order for an objection pursuant to this Code section to be valid, the proposed change in zoning or land use must:
- (1) Result in:
    - (A) A substantial change in the intensity of the allowable use of the property or a change to a significantly different allowable use; or
    - (B) A use which significantly increases the net cost of infrastructure or significantly diminishes the value or useful life of a capital outlay project, as such term is defined in Code Section 48-8-110, which is furnished by the county to the area to be annexed; and
  - (2) Differ substantially from the existing uses suggested for the property by the county's comprehensive land use or permitted for the property pursuant to

the county's zoning ordinance or its land use ordinances.

### **36-36-114. Arbitration panel; composition and membership**

- (a) Not later than the fifteenth calendar day following the date the municipal corporation received the first objection provided for in Code Section 36-36-113, an arbitration panel shall be appointed as provided in this Code section.
- (b) The arbitration panel shall be composed of five members to be selected as provided in this subsection. The Department of Community Affairs shall develop three pools of arbitrators, one pool which consists of persons who are currently or within the previous six years have been municipal elected officials, one pool which consists of persons who are currently or within the previous six years have been county elected officials, and one pool which consists of persons with a master's degree or higher in public administration or planning and who are currently employed by an institution of higher learning in this state, other than the Carl Vinson Institute of Government. The pool shall be sufficiently large to ensure as nearly as practicable that no person shall be required to serve on more than two panels in any one calendar year and serve on no more than one panel in any given county in any one calendar year. The department is authorized to coordinate with the Georgia Municipal Association, the Association County Commissioners of Georgia, the Council of Local Governments, and similar organizations in developing and maintaining such pools.
- (c) Upon receiving notice of a disputed annexation, the department shall choose at random four names from the pool of municipal officials, four names from the pool of county officials, and three names from the pool of academics; provided, however, that none of such selections shall include a person who is a resident of the county which has interposed the objection or any municipal corporation located wholly or partially in such county. The municipal corporation shall be permitted to strike or excuse two of the names chosen from the county officials pool; the county shall be permitted to strike or excuse two of the names chosen from the municipal officials pool; and the county and municipal corporation shall each be permitted to strike or excuse one of the names chosen from the academic pool.
- (d) Prior to being eligible to serve on any of the three pools, persons interested in serving on such panels shall receive joint training in alternative dispute resolution together with zoning and land use training, which may be designed and overseen by the Carl Vinson Institute of Government in conjunction with the Association County Commissioners of Georgia and the Georgia Municipal Association, provided such training is available.
- (e) At the time any person is selected to serve on a panel for any particular annexation dispute, he or she shall sign the following oath: "I do solemnly swear or affirm that I will faithfully perform my duties as an arbitrator in a fair and impartial manner without favor or affection to any party, and that I have not and will not have any ex

parte communication regarding the facts and circumstances of the matters to be determined, other than communications with my fellow arbitrators, and will only consider, in making my determination, those matters which may lawfully come before me."

**36-36-115. Meetings of arbitration panel; duties; findings and recommendations; compensation**

- (a) (1) The arbitration panel appointed pursuant to Code Section 36-36-114 shall meet as soon after appointment as practicable and shall receive evidence and argument from the municipal corporation, the county, and the applicant or property owner and shall by majority vote render a decision which shall be binding on all parties to the dispute as provided for in this article not later than the sixtieth day following such appointment. The meetings of the panel in which evidence is submitted or arguments of the parties are made shall be open to the public pursuant to Chapter 14 of Title 50. The panel shall first determine the validity of the grounds for objection as specified in the objection. If an objection involves the financial impact on the county as a result of a change in zoning or land use or the provision of maintenance of infrastructure, the panel shall quantify such impact in terms of cost. As to any objection which the panel has determined to be valid, the panel, in its findings, may establish reasonable zoning, land use, or density conditions applicable to the annexation and propose any reasonable mitigating measures as to an objection pertaining to infrastructure demands.
- (2) In arriving at its determination, the panel shall consider:
- (A) The existing comprehensive land use plans of both the county and city;
  - (B) The existing land use patterns in the area of the subject property;
  - (C) The existing zoning patterns in the area of the subject property;
  - (D) Each jurisdiction's provision of infrastructure to the area of the subject property;
  - (E) Whether the county has approved similar changes in intensity or allowable uses on similar developments in other unincorporated areas of the county;
  - (F) Whether the county has approved similar developments in other unincorporated areas of the county which have a similar impact on infrastructure as complained of by the county in its objection; and
  - (G) Whether the infrastructure or capital outlay project which is claimed adversely impacted by the county in its objection was funded by a county-wide tax.

- (3) The county shall provide supporting evidence that its objection is consistent with its land use plan and the pattern of existing land uses and zonings in the area of the subject property.
  - (4) The county shall bear at least 75 percent of the cost of the arbitration. The panel shall apportion the remaining 25 percent of the cost of the arbitration equitably between the city and the county as the facts of the appeal warrant; provided, however, that if the panel determines that any party has advanced a position that is substantially frivolous, the costs shall be borne by the party that has advanced such position.
  - (5) The reasonable costs of participation in the arbitration process of the property owner or owners whose property is at issue shall be borne by the county and the city in the same proportion as costs are apportioned under paragraph (4) of this subsection.
  - (6) The panel shall deliver its findings and recommendations to the parties by certified mail or statutory overnight delivery.
- (b) If the decision of the panel contains zoning, land use, or density conditions, the findings and recommendations of the panel shall be recorded in the deed records of the county with a caption describing the name of the current owner of the property, recording reference of the current owner's acquisition deed and a general description of the property, and plainly showing the expiration date of any restrictions or conditions.
  - (c) The arbitration panel shall be dissolved on the tenth day after it renders its findings and recommendations but may be reconvened as provided in Code Section 36-36-116.
  - (d) The members of the arbitration panel shall receive the same per diem, expenses, and allowances for their service on the committee as is authorized by law for members of interim legislative study committees.
  - (e) If the panel so agrees, any one or more additional annexation disputes which may arise between the parties prior to the panel's initial meeting may be consolidated for the purpose of judicial economy if there are similar issues of location or similar objections raised to such other annexations or the property to be annexed in such other annexations is within 2,500 feet of the subject property.

### **36-36-116. Appeal**

The municipal or county governing authority or an applicant for annexation may appeal the decision of the arbitration panel by filing an action in the superior court of the county within ten calendar days from receipt of the panel's findings and

recommendations. The sole grounds for appeal shall be to correct errors of fact or of law, the bias or misconduct of an arbitrator, or the panel's abuse of discretion. The superior court shall schedule an expedited appeal and shall render a decision within 20 days from the date of filing. If the court finds that an error of fact or law has been made, that an arbitrator was biased or engaged in misconduct, or that the panel has abused its discretion, the court shall issue such orders governing the proposed annexation as the circumstances may require, including remand to the panel. Any unappealed order shall be binding upon the parties. The appeal shall be assigned to a judge who is not a judge in the circuit in which the county is located.

**36-36-117. Annexation after conclusion of procedures; remedies for violations of conditions**

If the annexation is completed after final resolution of any objection, whether by agreement of the parties, act of the panel, or court order as a result of an appeal, the municipal corporation shall not change the zoning, land use, or density of the annexed property for a period of one year unless such change is made in the service delivery agreement or comprehensive plan and adopted by the affected city and county and all required parties. Following the conclusion of the dispute resolution process outlined in this article, the municipal corporation and an applicant for annexation may either accept the recommendations of the arbitration panel and proceed with the remaining annexation process or abandon the annexation proceeding. A violation of the conditions set forth in this Code section may be enforced thereafter at law or in equity until such conditions have expired as provided in this Code section.

**36-36-118. Abandonment of proposed annexation; remedies for violations of conditions**

If at any time during the proceedings the municipal corporation or applicant abandons the proposed annexation, the county shall not change the zoning, land use, or density affecting the property for a period of one year unless such change is made in the service delivery agreement or comprehensive plan and adopted by the affected city and county and all required parties. A violation of the conditions set forth in this Code section may be enforced thereafter at law or in equity until such period has expired. After final resolution of any objection, whether by agreement of the parties, act of the panel, or any appeal from the panel's decision, the terms of such decision shall remain valid for the one-year period and such annexation may proceed at any time during the one year without any further action or without any further right of objection by the county.



# FAYETTEVILLE

## NO LIMITS ON IMAGINATION

**FAYETTEVILLE CITY HALL**  
210 Stonewall Avenue West  
Fayetteville, Georgia 30214  
770-461-6029 Telephone  
770-460-4238 Facsimile  
[www.Fayetteville-GA.gov](http://www.Fayetteville-GA.gov)

June 21, 2024

Via Certified Mail  
7018 1130 0001 9954 2317

Attn: Deborah Bell  
Fayette County Planning & Zoning  
140 Stonewall Avenue West, Suite 202  
Fayetteville, GA 30214

Dear Ms. Bell:

The City of Fayetteville has recently received an application for the annexation/rezoning of two parcels (1.42 acres total) currently zoned C-H (Highway Commercial) in Fayette County. The applicants' submittal was verified for accuracy and officially accepted by City staff on June 20, 2024. The applicant is seeking NC (Neighborhood Commercial) zoning for these properties. The properties are located at 115 Ellis Road and between 115 and 123 Ellis Road. **(Parcel ID Numbers 0538 091 and 0538 028. See attached location map.)**

I have enclosed a copy of the completed annexation/rezoning application, a legal description of the property, a location map, and a completed Staff Annexation Review Form.

The Planning and Zoning Commission will hold a public hearing on Tuesday, July 23, 2024 to make a recommendation on this application. The Mayor and City Council will hold their public hearing to consider the application on Thursday, August 15, 2024.

Please direct any comments or questions concerning this application to David Rast, Director of Community and Economic Development.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ray Gibson', is written over a faint circular stamp.

Ray Gibson  
City Manager

Cc: City Council  
Director of Community and Economic Development  
Director of Public Services

**STAFF ANNEXATION REVIEW FORM**

1. Describe the location of the area to be annexed or attach a clear map indicating the location.

*Parcel Numbers 0538 028 & 0538 091 (115 Ellis Rd)*

2. How many landowners/parcels will be included?

*One landowner, two parcels*

3. How does the City propose to designate this area on its future land use map and/or zoning map if the annexation occurs?

*Neighborhood Center*

4. Refer to sections of the city development ordinances that identify permitted uses for this proposed land use classification.

*UDO Sections 204.15: NC (Neighborhood Commercial)*

5. Describe the development plans for the area proposed to be annexed (if the property owner(s) in the area initiated specific development proposals).

*The Applicant has not submitted a plan for parcel 0538 028 which is undeveloped. Parcel 0538 091 is developed as a Day Care.*

Form completed by: Nicole Gilbert, Planner

Signature: *NGilbert*

Date: 06/21/2024



## STEP TWO ANNEXATION APPLICATION

210 Stonewall Avenue West  
Fayetteville, GA 30214  
770-719-4177

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**Fee: \$1000**

Date Filed \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Date Accepted \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Notification Sent \_\_\_\_ / \_\_\_\_ / \_\_\_\_

*Office Use Only*

**Overview:** The Annexation Review Process is a two-step process to evaluate annexation requests into the City of Fayetteville. Once the City Council has voted on an applicant's **Step One application**, a **Step Two application** can be submitted. The recommendation that the annexation request continue to Step Two does not imply that the City Council will approve the annexation application. The Step Two application must be submitted **within one (1) year of City Council's vote on the Step One request**. Step Two requires the submittal of detailed information as identified in the established rezoning process and the State Annexation Law.

Per State Law, once the application has been submitted to the City, nothing can be altered. The annexation property area and the requested zoning category may not be changed during the review process. In addition, if the annexation is approved, the development intensity may not be increased for one year after the approval date. For example, if a density of 2 units per acre is requested and approved in the Annexation application, the property cannot be rezoned or developed at a density greater than 2 units per acre within one year of approval. It may, however, be developed at a lesser density.

**Instructions:** All items identified below must be provided before a Step Two application is deemed complete. If the answer to any question is "No," a written explanation must be provided to explain the negative response. Once staff has deemed the application is complete and complies with the State Annexation Law, the annexation request and rezoning shall be heard together in two public hearings. The first required public hearing is with the Planning Commission, where they will make a recommendation to the City Council. The second public hearing is before the City Council, who will vote to approve/deny the request.

### **SUBMITTAL REQUIREMENTS:**

		YES	NO
1	A completed and signed Step Two application.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	Application fee paid	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	<b>Legal Description:</b> One (1) electronic version (.doc) of the full legal description of the subject tract(s) being considered for annexation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	<b>Boundary Survey:</b> One electronic (.pdf) copy of a survey prepared by a licensed and registered land surveyor that shall identify the extent of the property being considered for annexation. Must be scale no greater than 1"=50' and include:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(a)	Parcel Tax ID number and owner name for each annexation parcel	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b)	Existing lot lines, easements, rights-of-way, including the area in acres or square feet, and abutting land uses or zoning district categories	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c)	A clear delineation of the existing and proposed city limits boundary	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d)	Seal of the surveyor who prepared the survey	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e)	All natural, geological, and/or cultural resources that are on or within 200 feet of the property.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

YES NO





## STEP TWO ANNEXATION APPLICATION

210 Stonewall Avenue West  
Fayetteville, GA 30214  
770-719-4177

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5	<b>Property Deeds:</b> One (1) copy each of the property deed(s) for tract(s) of land.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	<b>Documentation of Annexation Methodology:</b> state which annexation method is being used, and provide supporting documentation that complies with the State Annexation Law requirements. <i>100% Method Used</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	<b>Utility Verification:</b> One (1) copy of each letter from the utility service providers indicating that their services can support the development of the proposed zoning intensity.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8	<b>Conceptual Site Plan:</b> one (1) electronic version (.pdf) of the master plan showing land uses/zoning within the overall development, buffers, open space, setbacks, and density.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9	<b>Written Narrative:</b> a description of how the proposal relates to the comprehensive plan and the adopted goals and policies. (See attached Written Narrative Reference page.) It should also include the following information:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(a)	General description of the proposed development and how it relates to the City's Comprehensive Plan and annexation policy	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b)	How the development will minimize and mitigate impacts on the natural environment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c)	Provide proposed density and the projected population/employment figures at build-out.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d)	How the development will tie into the City's street network.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e)	An analysis of how the proposed annexation will affect the City's tax base, public education system, police and fire protection services, emergency medical services and utilities.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10	<b>Campaign Disclosure:</b> signed disclosure statements from the Applicant.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11	<b>Supporting Documentation:</b> Please provide any further information you wish to be considered in the Annexation and rezoning application.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	<b>DRI:</b> See DRI website at <a href="https://cdn.atlantaregional.org/wp-content/uploads/2017/03/lu-dri-alternative-requirements-arc.pdf">https://cdn.atlantaregional.org/wp-content/uploads/2017/03/lu-dri-alternative-requirements-arc.pdf</a> (page 8) to determine if this rezoning request warrants a DRI study. (For further assistance contact ARC at 470-378-1645.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	<b>**Note:</b> City Engineer may require a traffic study.		

By signing the application, the Applicant is certifying that the information is current and correct to the best of their knowledge, and that they are granted permission by the property owners to submit this annexation application. Signee grants City Staff and representatives access to the properties in order to gather information to review the application. I understand that all materials and fees submitted as a part of the application will become public property and will not be returned once the application is accepted.

Applicant Signature: \_\_\_\_\_

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

*6/15/24*

**\*\* (If you are acting as project representative, property owner's authorization must be submitted.)**



## STEP TWO ANNEXATION APPLICATION

210 Stonewall Avenue West  
Fayetteville, GA 30214  
770-719-4177

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<b>ANNEXATION METHOD</b>	<input checked="" type="checkbox"/> <b>100% Methodology</b>		<input type="checkbox"/> <b>60% Methodology</b>			
	<ul style="list-style-type: none"> <li>Application requires signatures or signed letters of approval of all current property owners.</li> </ul>		<ul style="list-style-type: none"> <li>Required signatures or signed letters of approval by property owners of at least 60% of the total annexation acreage.</li> <li>Requires signed petition by 60% of registered voters in the annexation area. Signatures must include the address and be dated within one (1) year of the Step Two application submittal.</li> </ul>			
<b>ANNEXATION PARCELS</b>	Parcel ID#:	Address:	Signature:	Indicate signee's role at the address:		Date:
	0538091	115 ELLIS RD		Owner <input checked="" type="checkbox"/>	Voter <input type="checkbox"/>	6/15/24
	0538028	Between 115 and 123 ELLIS RD		Owner <input checked="" type="checkbox"/>	Voter <input type="checkbox"/>	6/15/24
				Owner <input type="checkbox"/>	Voter <input type="checkbox"/>	
				Owner <input type="checkbox"/>	Voter <input type="checkbox"/>	
				Owner <input type="checkbox"/>	Voter <input type="checkbox"/>	
				Owner <input type="checkbox"/>	Voter <input type="checkbox"/>	
				Owner <input type="checkbox"/>	Voter <input type="checkbox"/>	
<p><i>You may attach a separate list of parcels / signatures, or individual signed and dated letters Signatures from Step One may be used if dated within one (1) year of the Step Two application submittal. The list of properties cannot be altered once the application is submitted.</i></p>						
<b>APPLICANT OR PROJECT REPRESENTATIVE</b>	Name <u>VICTOR CLINCY</u>		<b>ATTORNEY</b>	Name _____		
	Address <u>260 Moss Creek Walk</u>			Address _____		
Phone # <u>770-778-0687</u>		Phone # _____				
Email <u>vclincy@tleds.com</u>		Email _____				
Fayetteville GA 30214						
<b>UTILITIES</b>		<b>Existing</b>	<b>Proposed</b>			
	Water	Fayette County Water	Same			
	Sewer	N/A (Septic System)	City Fayetteville Water			
	Fire/ EMS	Fayetteville Police/EMS/Fire	Same			
	Police	Fayetteville " " "	Same			
Electricity	EMC	Same				
<b>PROPOSED DEVELOPMENT</b>	<b>Zoning Category Request:</b> Commercial					
	<p><b>Brief Description:</b>                  [1] Annex both properties into Fayetteville and [2] rezone both properties from existing unincorporated-Fayette-commercial (CCT) to Fayetteville-commercial</p>					

LEGAL DESCRIPTION

#3

ALL THAT TRACT or parcel of land lying and being in Land Lot 168 of the 5th District of Fayette County, Georgia, and being more particularly described as follows:

0538091

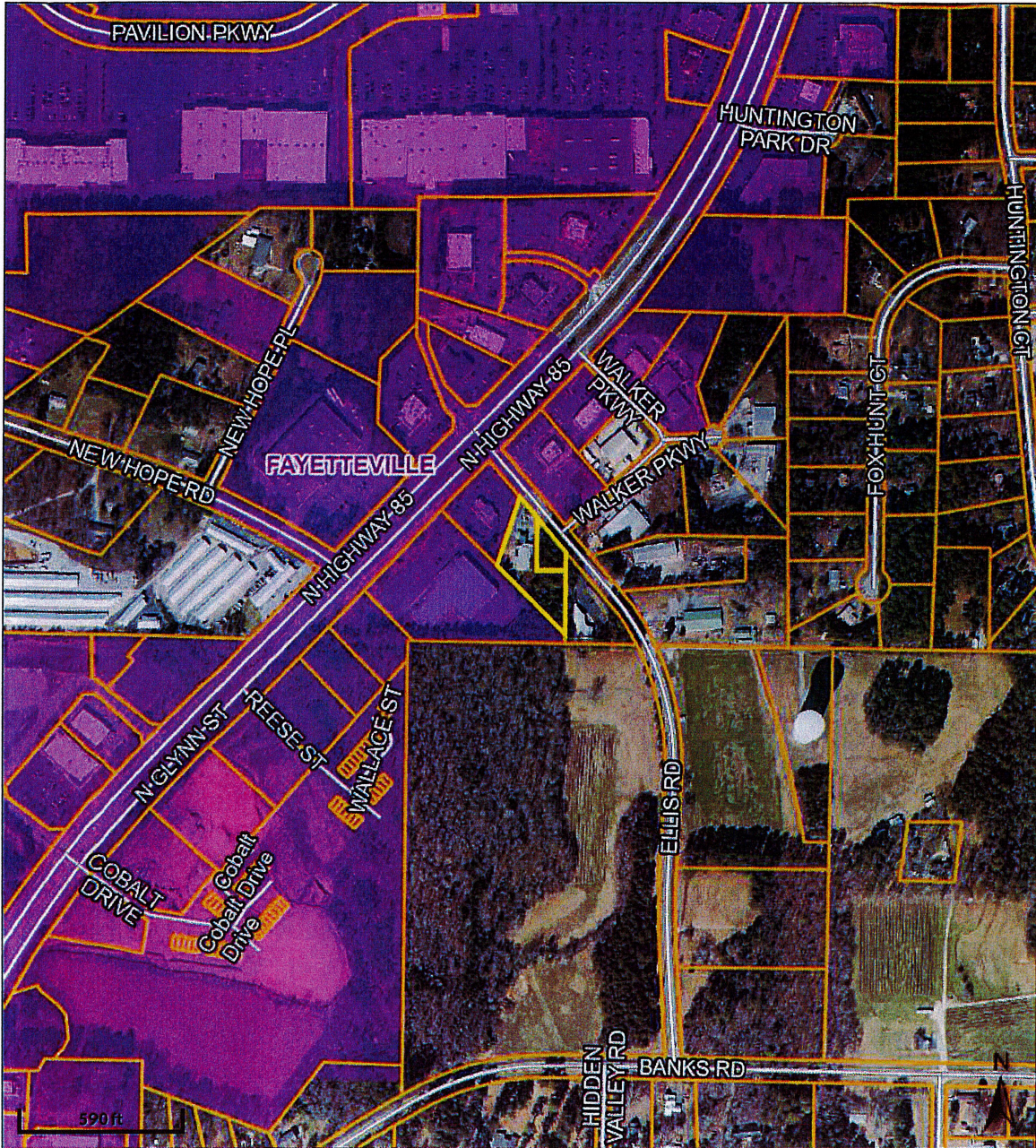
BEGINNING at an iron pin located on the southwestern right of way of Ellis Road a distance of 152.75 feet southeasterly as measured along the southwestern right of way of Ellis Road; from a concrete right of way monument located at the intersection of the southwestern right of way of Ellis Road and the southeastern right of way of Georgia Highway 85; from said POINT OF BEGINNING proceed thence south 40 degrees 54 minutes 14 seconds East along the southwestern right of way of Ellis Road 120 Feet to an iron pin located at the northwestern corner of property owned by A. T. Jackson; thence south 01 degree 47 minutes 01 seconds West 223.13 feet to an iron pin located at the southwest corner of the A. T. Jackson property; thence south 83 degrees 53 minutes 02 seconds East along said Jackson property 110.87 feet to an iron pin; thence south 00 degree 29 minutes 11 seconds West 151.86 feet to an iron pin; thence north 46 degrees 06 minutes 47 seconds West 341.14 feet to a point; thence north 15 degrees 09 minutes 49 seconds East 249.58 feet to the POINT OF BEGINNING, said tract being shown and depicted on plat of survey by Melvin H. Pair and Associates for LaPetite Academy, Inc., dated May 31, 1983.

Together With:

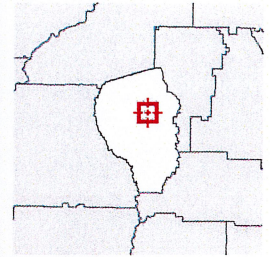
ALL THAT TRACT or parcel of land lying and being in Land Lot 168 of the 5th District of Fayette County, Georgia, and being more particularly described as follows:

0538028








BEGINNING at a point on the Southwesterly right of way line of Ellis Road (f/k/a Banks Road) at a point 244 feet southeasterly from the intersection of the Southwesterly right of way line of Ellis Road (f/k/a Banks Road) with the southeasterly right of way line of U. S. Highway 85; running thence South 1 degree East a distance of 265 feet to a point; running thence North 89 degrees East a distance of 104 feet to a point; running thence North 1 degree West a distance of 150 feet to a point located on the Southwesterly side of Ellis Road (f/k/a Banks Road); running thence Northwesterly along the Southwesterly right of way line of Ellis Road (f/k/a Banks Road) a distance of 156 feet to the POINT OF BEGINNING.



### Overview



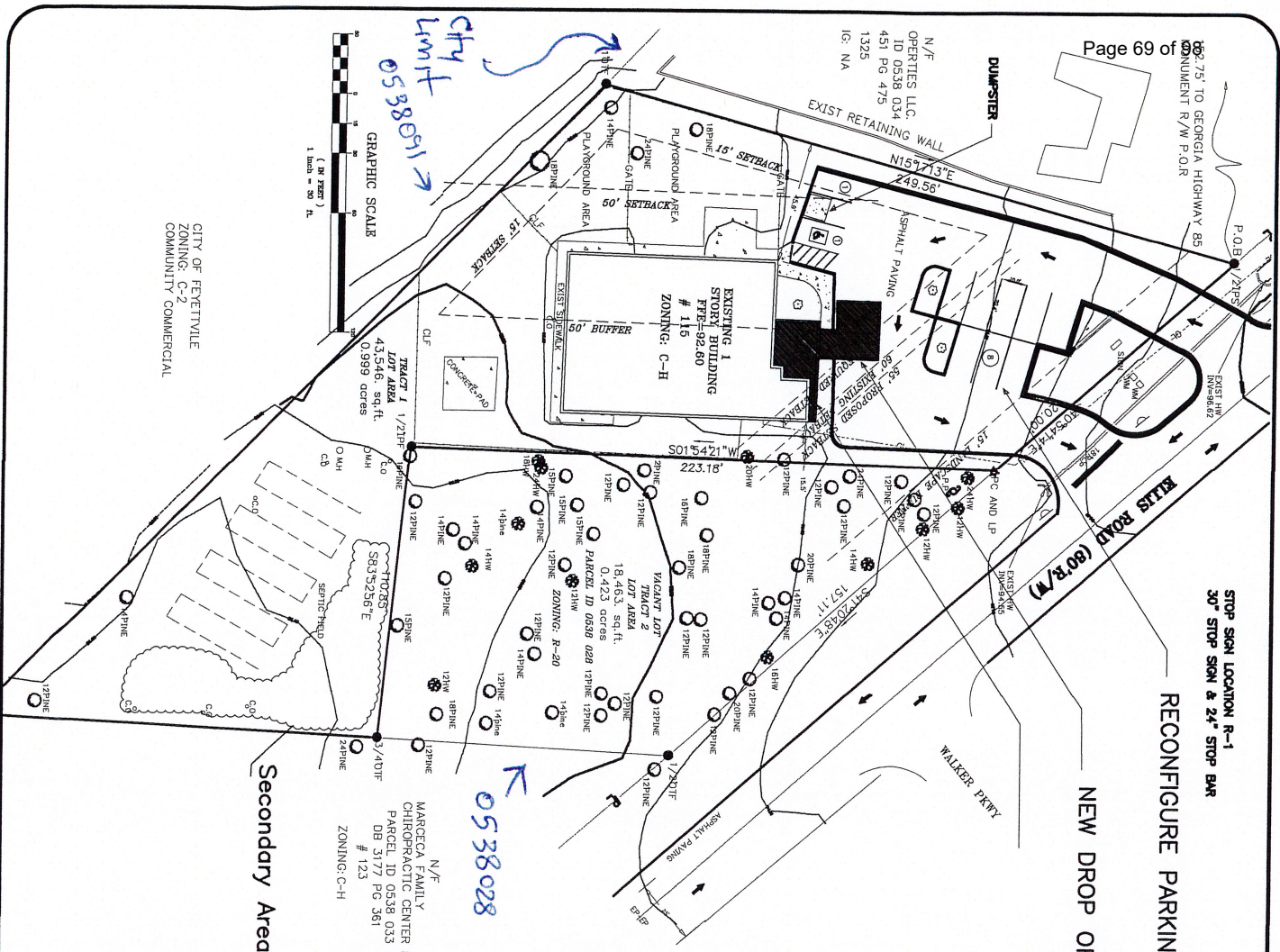
### Legend

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

Date created: 6/21/2024  
Last Data Uploaded: 6/21/2024 6:13:05 AM

Developed by  **Schneider**  
GEOSPATIAL

#44C



STOP SIGN LOCATION R-1  
30' STOP SIGN & 24' STOP BAR

RECONFIGURE PARKING AREA

NEW DROP OFF CANOPY

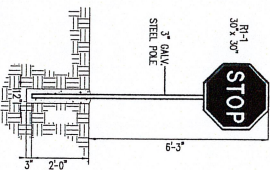
Secondary Area for Field Lines

LOT COVERAGE CALCULATION

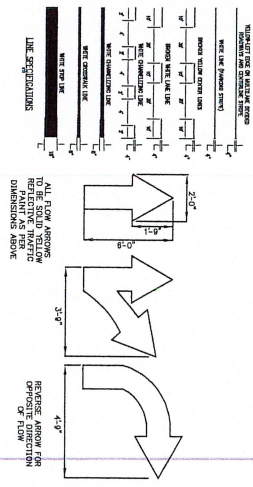
OVERALL LOT	43,546 SF	99% ACRES
EXISTING BUILDING	5,129 SF	12%
PROPOSED ADDITION	860 SF	2%
BIORETENTION PARKING LOT	9,60 SF	22%
TOTAL PROPOSED SURFACES	15,700 SF	36%

1. MINIMUM PARKING STALL WIDTHS ARE 10' X 20' TYP.

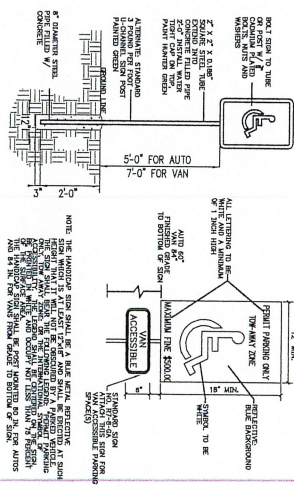
TYPICAL STOP SIGN DETAIL



STRIPING DETAILS



HANDICAPPED PARKING SIGN DETAIL



TREE REPLANTING SCHEDULE

SY#	TYPE	CITY DBH	TOTAL
A	RED MAPLE	3	7.5
	TOTAL	3	7.5

Note: All trees to be minimum of 6ft to 12 ft in height.  
NEW TREE

CITY OF FAYETTEVILLE  
ZONING: C-2  
COMMUNITY COMMERCIAL

REVERSE CURB & CUTLER (6'x24'x12")  
SEE PLAN SHEET  
USE REVERSE OF 'SPLIT' CURB WHEN THE PARKING STALLS ARE FROM CURB.

REVISIONS

NO.	DATE

DESIGNER: [Signature]

CHECKED: [Signature]

DATE: [Signature]

PROJECT DESCRIPTION

THE LEARNING TREE DAY SCHOOL 2 INC.  
115 ELLIS ROAD  
FAYETTEVILLE, GA 30214

DESIGN CONSULTANT

MAYWEATHER ENTERPRISE  
ENGINEERS DESIGNERS BUILDERS  
875 YORK AVE  
ATLANTA, GEORGIA 30310  
(404) 753-9222 (F) 404-753-9062

CONSULTANTS

SHEET NUMBER

C2

#5

Return to:  
B. D. Murphy, III, P. C.  
370 Stonewall Avenue West  
Fayetteville, GA 30214

Doc ID: 008749210007 Type: SD  
Recorded: 01/20/2012 at 03:20:00 PM  
Fee Amt: \$22.00 Page 1 of 7  
Fayette, Ga. Clerk Superior Court  
Sheila Studdard Clerk of Court  
BK 3845 PG 587-593

Property deeds  
for both properties

STATE OF GEORGIA  
COUNTY OF FAYETTE

DEED TO SECURE DEBT  
AND ASSIGNMENT OF RENT

File #12-1109

THIS SECURITY DEED (the "Security Deed") made this 13th day of January, 2012 by and between CLINCY ENTERPRISES, LLC (hereinafter "Grantor"), and UNITED COMMUNITY BANK (hereinafter "Grantee");

WITNESSETH THAT, WHEREAS, Grantor is indebted or is to become indebted to Grantee in the principal sum of Forty-Five Thousand and 00/100 (\$45,000.00) as evidenced by a Note and Security Agreement (the "Note") (which shall be construed to include any guaranty given regarding said money loaned) dated January 13th, 2012 and any renewals, modifications, extensions or amendments to said Note, said Note requiring all principal and accrued interest to be paid in full on or before January 13th, 2014, or as provided in paragraph 23 hereof.

THIS SECURITY DEED is made in compliance with the provisions of Section 44-14-60, et seq. of the Official Code of Georgia Annotated, as amended, for the purpose of securing an indebtedness or Guaranty of Grantor to Grantee together with interest thereon from maturity as prescribed in said Note, any additional advances made by Grantee to protect the property or to pay taxes or other assessments, and also for the purpose of securing such other and further indebtedness as may now be, or from time to time hereafter shall become owing to Grantee by Grantor, or any one or more of them either jointly or severally, which indebtedness shall include attorney's fees as provided for in said Note and in any and all renewals thereof and in any other Note evidencing any indebtedness hereby secured, and also any contingent indebtedness owing to Grantee by Grantor, or any one or more of them either jointly or severally, as surety, guarantor or endorser, it being the purpose and intention of this conveyance that in the event, in addition to the indebtedness above specifically described, Grantor, or any one or more of them either jointly or severally, may now be otherwise indebted or may from time to time hereafter become otherwise indebted to Grantee through overdrafts or other loans from Grantee or contingently as surety, guarantor, or endorser, then any and all such indebtedness shall be secured by this conveyance, as well as the specific debt first above described.

\*\*\*\*\*  
Attention:  If checked, this instrument covers goods which are or are to be fixtures related to the real estate described herein and should be indexed in the index of financing statements and in the real property records. The information required by O.C.G.A. 11-9-402 is attached as Exhibit "A".

If checked, this Security Deed secures a revolving loan account as defined in O.C.G.A. 44-14-3 under which periodic advances and repayments will be made from time to time. Payment of all amounts outstanding on the Note from time to time shall not cancel or release this Security Deed; no release of any part of the Property or all or any part of the indebtedness hereby secured, shall affect personal liability under the Note nor the priority of this Security Deed. Re-advances will be secured to the same extent as original obligations hereunder.

AND WHEREAS, to induce the making of said loan, Grantor has agreed to secure said Note and the undertaking prescribed in the Note, Loan Agreement, if any, and this Deed to Secure Debt by the conveyance of the property hereinafter described;

NOW, THEREFORE, in consideration of the premises and the sums herein set forth Grantor hereby grants and conveys to Grantee, its successors, and assigns with power of sale the following described property:

FOR A FULL AND COMPLETE LEGAL DESCRIPTION, SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

Together with all easements, rights, royalties, mineral, oil, gas rights and profits, water, water rights and water stock, privileges, tenements, hereditaments and appurtenances thereunto belonging, and all buildings, fixtures, and improvements now or hereafter located thereon, all building materials and supplies at any time delivered or placed thereon, and any and all equipment and property of Grantor of every kind now or hereafter located thereon, that Grantor further conveys as security and all right, title and interest of Grantor in and to land lying in public streets or roads abutting the above described property, all of which together shall be the Property (the "Property").

TO HAVE AND TO HOLD, the Property, with all rights, privileges and appurtenances thereunto belonging, to the use and benefit of Grantee forever, in fee simple. Grantor covenants with Grantee that Grantor is seized of, and has the right to convey, the

Property, in fee simple; that the Property is free and clear of all encumbrances except to the extent of the lawful priority of the following:

**SECURITY DEED RECORDED IN DEED BOOK 3651, P. 428, AS MODIFIED, FAYETTE RECORDS, TOGETHER WITH ASSIGNMENT OF LEASES AND 2 UCC FILINGS.**

and, except as specifically provided herein Grantor will warrant and defend title to the Property and the priority of the lien of this Security Deed against the claims of all persons whomsoever.

Should the debt hereby secured be paid when due and payable, and Grantor perform all covenants set out herein, this deed shall be canceled and surrendered, it being intended by the parties hereto that this instrument shall operate as a deed and not as a mortgage.

GRANTOR COVENANTS with Grantee (and its successors, substitutes and assigns) as follows:

1. **Note Payments.** Grantor shall make timely payments of principal and interest on the Note as set forth therein. This Security Deed secures payment of said Note according to its terms, which are incorporated herein by reference.

2. **Taxes and Charges.** Grantor shall pay all taxes, charges and assessments which may become a lien upon the Property hereby conveyed before any penalty or interest accrues thereon and shall promptly deliver to Grantee official receipts evidencing payment thereof. In the event of the passage after the date of this Security Deed of any law changing in any way the laws now in force for state and local taxation of real property security or debts secured thereby, or the manner of the collection of any such taxes, so as to affect this Security Deed, the whole principal sum (together with interest) secured by this Security Deed shall at the option of Grantee, without notice, become immediately due and payable. Grantor shall pay all recording fees, filing fees and documentary stamp taxes associated with the recording of this Security Deed and any modifications, extensions or amendments thereto.

3. **Insurance.** Grantor shall continually maintain insurance against loss by fire, hazards included in the term "extended coverage" and such other hazards including flood as Grantee may require in such a manner and in such companies as Grantee may require on the improvements now or hereinafter located on the Property and shall promptly pay all premiums, therefore, when due. All insurance policies and renewals thereof shall be held by Grantee and have attached thereto a Mortgagee Loss Payable Clause in favor of and in a form acceptable to Grantee, and provide that no such policy can be canceled without at least ten days prior written notice to Grantee. In the event of loss Grantor shall give immediately notice by mail to Grantee, who may, but shall not be obligated to, make proof of loss. Grantee, at its option, is hereby authorized to settle or compromise any claims, awards, damages, rights of action, proceeds, and any other payment or relief under any insurance policy. Each insurance company is hereby directed to make payment for such loss directly to Grantee (instead of to Grantor and Grantee jointly), and the insurance proceeds or any part hereof may be applied by Grantee at its option, after deducting therefrom all expenses including attorney's fees, to the debt hereby secured or for the repair or restoration of the Property. If the insurance proceeds are applied to the debt, it may be applied upon the portion last falling due or in such other manner as Grantee may desire. In the event of foreclosure of this Security Deed or other transfer of title to the Property in extinguishment of the debt secured hereby, all rights, title and interest of Grantor in any insurance policies then in force shall pass to the Grantee.

4. **Environmental Condition of Property.** Grantor warrants and represents to Grantee after appropriate inquiry and investigation that: (a) while Grantee has any interest in or lien on the Property, the Property described herein is and at all times hereafter, will continued to be in full compliance with all federal, state and local environmental laws and regulations, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Public Law No. 96-510, 94Stat. 2767, 42 USC 9601 et seq, and the Superfund Amendments and Reauthorization Act of 1986 (SARA), Public Law No. 99-499, 100Stat. 1613, and (b) (i) as of the date hereof there are no hazardous materials, substances, wastes or other environmentally regulated substances (including without limitation, any materials containing asbestos) located on, in or under the Property or used in connection therewith, or (ii) Grantor has fully disclosed to Grantee in writing the existence, extent and nature of any such hazardous materials, substances, wastes or other environmentally regulated substances, which Grantor is legally authorized and empowered to maintain on, in or under the Property or used in connection therewith, and Grantor has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals. Grantor further warrants and represents that it will promptly notify Grantee of any change in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Property or used in connection therewith, and will transmit to Grantee copies of any citations, orders, notices or other material governmental or other communication received with respect to any other hazardous materials, substances, wastes or other environmentally regulated substances affecting the Property.

Grantor shall indemnify and hold harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against Grantee as a direct or indirect result of any warranty or representation made by Grantor in the preceding paragraph being false or untrue in any material respect or any requirement under any

law, regulation or ordinance, local, state or federal, which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances.

Grantor's obligations hereunder to Grantee shall not be limited to any extent by the term of the Note secured hereby, and, as to any act or occurrence prior to payment in full and satisfaction of said Note which gives rise to liability hereunder, shall continue, survive and remain in full force and effect notwithstanding payment in full and satisfaction of said Note and this Security Deed or foreclosure under this Security Deed, or delivery of a deed in lieu of foreclosure.

**5. Escrow Deposit.** Upon demand of Grantee, Grantor shall add to each monthly or other periodic payment required under the Note the amount estimated by Grantee to be sufficient to enable Grantee to pay, as they come due, all taxes, charges, assessments, and insurance premiums which Grantor is required to pay hereunder. Any deficiency in such additional payments shall be forthwith deposited by Grantor with Grantee upon demand.

**6. Care of Property.** Grantor will keep the Property in good order and repair and will not commit or permit any waste, deterioration, impairment or any other thing whereby the value of the Property might be impaired. Grantor will not remove or demolish any building or materially alter any part of all of the Property and Grantor shall not cut timber on the Property nor sell the timber rights to standing timber without the prior written consent of Grantee.

**7. Compliance with Laws:** Grantor shall promptly comply with any applicable legal requirements of the State of Georgia or other governmental entity, agency or instrumentality relating to the use or condition of the Property.

**8. Condemnation Award.** Any award for the taking of, or damages to, all or any part of the Property or any interest therein upon the lawful exercise of power of eminent domain shall be payable to Grantee who, after deducting its expenses, including attorney's fees, may apply the sums so received to the portion of the Note hereby secured last falling due or in such other manner as Grantee may desire. Grantor agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as Grantee may require.

**9. Payments by Grantee.** If Grantor shall be in default in the timely payment or performance of any obligation under this Security Deed or the Note, Grantee, at its option and without any obligation on its part to determine the validity or necessity thereof, may pay the sums for which Grantor is obligated. Further, Grantee, at its option, may advance, pay, or expend such sums as may be proper and necessary for the protection of the Property including but not limited to sums to satisfy taxes or other levies, and assessments, liens, and/or encumbrances, to maintain insurance (including title insurance), to make repairs, to provide security guards, or to intervene in any condemnation proceedings or foreclosures or other proceedings or disputes affecting the Property. Any amounts so advanced, paid or expended shall be deemed principal advances security by this Security Deed (even though when added to other advances the sum thereof may exceed the face amount of the Note), shall bear interest from the time advanced, paid or expended at the rate prescribed in the Note hereby and be secured by this Security Deed and its payment enforced as if it were part of the original debt. Any sum expended, paid or advanced under this paragraph shall not constitute a waiver of any default or right arising from the breach by Grantor of any covenants or agreement contained herein or in the Note.

**10. Grantor's Continuing Obligations.** The Grantor shall remain liable for full payment of the principal and interest on the Note (or any advancement or obligation) notwithstanding any of the following: (a) the sale of all or a part of the Property, (b) the assumption by another party of the Grantor's obligations hereunder, (c) the forbearance or extension of time for payment or performance of any obligation hereunder whether granted to Grantors or a subsequent owner of the Property, and (d) the release of all or any part of the Property securing said obligations or the release of any party who assumes payment of the same. None of the foregoing shall in any way affect the full force and effect of the lien of this Security Deed or impair Grantor's right to a deficiency judgment (in the event of foreclosure) against Grantor or any party assuming the obligations hereunder.

**11. Attorneys' Fees.** If Grantee employs an attorney to enforce compliance by Grantor of any provision herein, or becomes party to a suit to protect the Property or to protect the lien of this Security Deed, Grantor shall pay reasonable costs and attorneys' fees.

**12. Anti-Marshalling Provision.** Grantor agrees that Grantee may make a partial release or releases of security hereunder, provided Grantor is not in default under the Note or other loan documents, (whether or not such releases are required by agreement among the parties) agreeable to Grantee without notice to, or the consent, approval or agreement of other parties in interest, including junior lienholders and purchasers subject to this lien, which partial release or releases shall not impair in any manner the validity of or priority of this Security Deed on the Property remaining hereunder, nor release Grantor from personal liability for the indebtedness hereby secured. Notwithstanding the existence of any other security interests in the Property, Grantee shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided herein. Grantee shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Grantor, and any party who consents to this or who has actual or constructive notice hereof, hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.



13. **Notice to Grantor.** All notices required to be given to Grantor shall be mailed or delivered to Grantor at the address stated herein or Grantor's last named address.

14. **Notice to Grantee.** All notices required to be given to Grantee by Grantor or an intervening lienor or encumbrancer shall be mailed or delivered to Grantee at the address stated herein or at such other address given to Grantor in writing.

15. **Secondary Financing Prohibited.** Grantor may not pledge or encumber the Property herein conveyed without first obtaining Grantee's written consent.

16. **Transfer of Premises.** If all or any part of the Property or any interest therein is sold, leased or otherwise transferred by deed, land sales contract or any other means including the execution or enforcement of any lien, security interest or other right whether subordinate, superior or equal to this Security Deed, without Grantee's prior written consent, Grantee may declare all sums secured by this Security Deed to be immediately due and payable.

17. **Uniform Commercial Code Security Agreement.** This Security Deed constitutes a security agreement with respect to property referred to herein which may be subject to a security interest pursuant to the Uniform Commercial Code, and Grantor hereby grants Grantee a security interest in said property (and the proceeds thereof) included in the Property which might be deemed "personal property". If there is any conflict between this security agreement and another security agreement to Grantee, this security agreement will control as to fixtures and other security agreements) will control as to non-fixtures. Grantor agrees to execute such other financing statements, extensions or amendments or other security agreements as Grantee may require to perfect a security interest with respect to other property. In the event of default, Grantee shall have, in addition to its other remedies, all rights and remedies provided for in the Uniform Commercial Code as enacted in Georgia.

18. **Use of Property.** Unless required by applicable law or unless Grantee has otherwise agreed in writing, Grantor shall not allow changes in the designated use of the Property as disclosed to Grantee at the time of the loan. Grantor shall not initiate or acquiesce in a change in the zoning classification of the Property without Grantee's prior written consent.

19. **Books and Records.** Grantor shall keep and maintain at all times at Grantor's address as set forth herein, or such other place as Grantee may approve in writing, complete and accurate books of accounts and records adequate to reflect correctly Grantor's financial condition and copies of all the written contracts, leases, rent schedules and other instruments which may affect the Property. Grantee may inspect such books, records, contracts, leases and other instruments at any reasonable time. Upon Grantee's request, Grantor shall furnish to Grantee within 120 days after the end of each fiscal year of Grantor, a balance sheet, a statement of income and expenses, and a statement of changes in financial position, each in reasonable detail and certified by Grantor, and if Grantee shall require, by an independent certified public accountant. If Grantor is an individual, Grantor shall furnish such financial information as Grantee may request in a form satisfactory to Grantee.

20. **Appointment of Receiver.** Grantee may immediately, after any default under the Security Deed, apply for the appointment of a Receiver of the rents, income and profits from said premises, without notice, and Grantee shall be entitled to the appointment of such Receiver as a matter of right, without consideration to the value of the Property as security for the amounts due or the solvency of any person or persons liable for the payment of such amounts.

21. **Inspection.** Grantee may make or cause to be made reasonable entries upon and inspection of the Property.

22. **Rent and Profits.** Grantor hereby assigns to Grantee all leases, income, rents, issues and profits, including tenant security deposits (whether held by Grantor or others or in a trust account), from the Property as additional security for the payment of the indebtedness hereby secured and full performance of the undertakings of the Grantor hereunder. Grantor gives Grantee a prior and continuing lien thereof. Grantor hereby appoints Grantee as its attorney to collect such rents and profits with or without suit and apply the same (less expenses of collection) to said indebtedness and the performance of said undertakings in such manner as Grantee may desire. However, until default hereunder or under the Note secured hereby, Grantor may continue to collect and enjoy such rents and profits without accountability to Grantee. After default, Grantor shall enter no leases without the prior approval of Grantee. This assignment is irrevocable and shall be in addition to other remedies herein provided for in event of default and may be put into effect by Grantee independently or concurrently with any of said remedies.

23. **Defaults and Remedies.** Any event of default set out in the Note is a default under this Security Deed. If at any time the indebtedness secured hereby or any installment thereof or interest thereon or taxes or insurance premiums shall become due and payable and there is a default in payment of same or in the performance of any obligation or condition recited herein, Grantor authorizes and empowers Grantee to take possession of the Property, or any part hereof, and collect rents and revenues and Grantor hereby grants to Grantee the following irrevocable power of attorney: To sell all or any part of the said property at auction, at the usual place for conducting sales at the Courthouse in the County where the land or any part thereof lies, in said State, to the highest bidder for cash, after advertising the time, terms and place of such sale once a week for four weeks, immediately preceding such sale (but without regard to the number of days) in a newspaper published in the County where the land or any part thereof lies, or in the paper in which the Sheriff's advertisements for such County are

GEORGIA

LOAN #:

GRANTOR: CLINCY ENTERPRISES, LLC

LENDER: UNITED COMMUNITY BANK

DATE OF SECURITY DEED: January 13, 2012

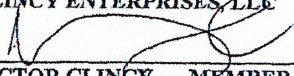
**WAIVER OF BORROWER'S RIGHTS**

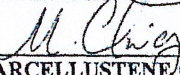
BY EXECUTION OF THIS PARAGRAPH, GRANTOR EXPRESSLY: (1) ACKNOWLEDGES THE RIGHT TO ACCELERATE THE DEBT AND THE POWER OF ATTORNEY GIVEN HEREIN TO LENDER TO SELL THE PREMISES BY NONJUDICIAL FORECLOSURE UPON DEFAULT BY GRANTOR WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE AS IS REQUIRED TO BE GIVEN UNDER THE PROVISIONS HEREOF; (2) WAIVES ANY AND ALL RIGHTS WHICH GRANTOR MAY HAVE UNDER THE FIFTH AND FOURTEENTH AMENDMENTS TO THE CONSTITUTION OF THE UNITED STATES, THE VARIOUS PROVISIONS OF THE CONSTITUTION FOR THE SEVERAL STATES, OR BY REASON OF ANY OTHER APPLICABLE LAW TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY LENDER OF ANY RIGHT OR REMEDY HEREIN PROVIDED TO LENDER, EXCEPT SUCH NOTICE AS IS SPECIFICALLY REQUIRED TO BE PROVIDED HEREOF; (3) ACKNOWLEDGES THAT GRANTOR HAS READ THIS DEED AND SPECIFICALLY THIS PARAGRAPH AND ANY AND ALL QUESTIONS REGARDING THE LEGAL EFFECT OF SAID DEED AND ITS PROVISIONS HAVE BEEN EXPLAINED FULLY TO GRANTOR AND GRANTOR HAS BEEN AFFORDED AN OPPORTUNITY TO CONSULT WITH COUNSEL OF GRANTOR'S CHOICE PRIOR TO EXECUTING THIS DEED; (4) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF GRANTOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY GRANTOR AS PART OF A BARGAINED-FOR LOAN TRANSACTION; AND (5) AGREES THAT THE PROVISIONS HEREOF ARE INCORPORATED INTO AND MADE A PART OF THE SECURITY DEED.

READ AND AGREED BY GRANTOR:

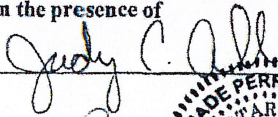
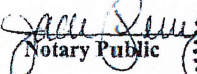
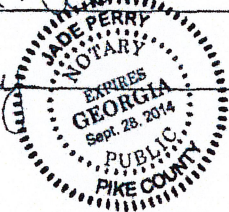
CLINCY ENTERPRISES, LLC

Signed, sealed and delivered  
in the presence of

  
\_\_\_\_\_  
VICTOR CLINCY MEMBER (SEAL)

  
\_\_\_\_\_  
MARCELLUSTENE CLINCY MEMBER (SEAL)

\_\_\_\_\_  
(SEAL)

  
\_\_\_\_\_  
  
Notary Public  


## EXHIBIT "A"

## Tract One:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 168 OF THE 5<sup>TH</sup> DISTRICT OF FAYETTE COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN LOCATED ON THE SOUTHWESTERN RIGHT-OF-WAY OF ELLIS ROAD A DISTANCE OF ONE HUNDRED FIFTY-TWO AND SEVENTY-FIVE HUNDREDTHS (152.75) FEET SOUTHEASTERLY AS MEASURED ALONG THE SOUTHWESTERN RIGHT-OF-WAY OF ELLIS ROAD; FROM A CONCRETE RIGHT-OF-WAY MONUMENT LOCATED AT THE INTERSECTION OF THE SOUTHWESTERN RIGHT-OF-WAY OF ELLIS ROAD AND THE SOUTHEASTERN RIGHT-OF-WAY OF GEORGIA HIGHWAY 85; FROM SAID POINT OF BEGINNING PROCEED THENCE SOUTH 40° 54' 14" EAST ALONG THE SOUTHWESTERN RIGHT-OF-WAY OF ELLIS ROAD ONE HUNDRED TWENTY (120) FEET TO AN IRON PIN LOCATED AT THE NORTHWESTERN CORNER OF PROPERTY OWNED BY A.T. JACKSON; THENCE SOUTH 01° 47' 01" WEST TWO HUNDRED TWENTY-THREE AND THIRTEEN HUNDREDTHS (223.13) FEET TO AN IRON PIN LOCATED AT THE SOUTHWEST CORNER OF THE A.T. JACKSON PROPERTY; THENCE SOUTH 83° 53' 02" EAST ALONG SAID JACKSON PROPERTY ONE HUNDRED TEN AND EIGHTY-SEVEN HUNDREDTHS (110.87) FEET TO AN IRON PIN; THENCE SOUTH 00° 29' 11" WEST ONE HUNDRED FIFTY-ONE AND EIGHTY-SIX HUNDREDTHS (151.86) FEET TO AN IRON PIN; THENCE NORTH 46° 06' 47" WEST THREE HUNDRED FORTY-ONE AND FOURTEEN HUNDREDTHS (341.14) FEET TO A POINT; THENCE NORTH 15° 09' 49" EAST TWO HUNDRED FORTY-NINE AND FIFTY-EIGHT HUNDREDTHS (249.58) FEET TO THE POINT OF BEGINNING, SAID TRACT BEING SHOWN AND DEPICTED ON PLAT OF SURVEY PREPARED BY MELVIN H. PAIR AND ASSOCIATES FOR LAPETITE ACADEMY, INC., DATED MAY 31, 1983.

## Tract Two:

All that tract or parcel of land lying and being in Land Lot 168 of the 5<sup>th</sup> District of Fayette County, Georgia, and being more particularly described as follows:

BEGINNING at a point on the Southwesterly right of way line of Banks Road at a point 244 feet southeasterly from the intersection of the Southwesterly right of way line of Banks Road with the Southeasterly right of way line of U.S. Highway 85; running thence South 1 degree East a distance of 265 feet to a point; running thence North 89 degrees East a distance of 104 feet to a point; running thence North 1 degree West a distance of 150 feet to a point located on the Southwesterly side of Banks Road; running thence Northwesterly along the Southwesterly right of way line of Banks Road a distance of 156 feet to the point of beginning, and being bounded now or formerly on the North Banks Road, East by Mrs. Willie Banks Mitchell, Southland West by B.B. Gilbert.

published, all other notice being hereby waived by Grantor; and Grantee (or any person on behalf of Grantee) may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a sufficient conveyance of said property in fee simple, which conveyance may contain recitals as to the happenings of the default upon which the execution of the power of sale herein granted depends, and Grantor hereby constitutes and appoints Grantee the agent and attorney in fact of Grantor to make such recitals, and hereby covenants and agrees that the recitals so made by Grantee shall be binding and conclusive upon Grantor, and Grantee shall collect the proceeds of such sale, and after reserving therefrom the entire amount of principal and interest due, together with the amount of taxes, assessments and premiums of insurance or other payments theretofore paid by Grantee, together with all costs and expenses of sale and fifteen percentum of the aggregate amount due for attorney's fees, shall pay any overage to Grantor as provided by law. All remedies provided in this Security Deed are cumulative to any other right or remedy under this Security Deed or afforded by law or equity, and may be exercised concurrently, independently or successively and any costs, expenses or monetary rights (including rights of the Grantee to attorney's fees) associated with the exercise of such remedy or remedies shall be secured by this Security Deed in addition to all other obligations herein provided for.

24. **Third Party Grantors.** Any Grantor who executes this Security Deed but does not execute a promissory note, guaranty, or other financial instrument in regards hereto: a) is executing this Security Deed only to grant, and convey that Grantor's interest in the property under the terms of this Security Deed to secure repayment of the Note; (b) is not personally obligated to pay the sums secured by this Security Deed; and (c) agrees that Grantee and any other Grantor may agree to extend, amend, modify, forbear or make any accommodations with regard to the terms of this Security Deed or the Note without that Grantor's consent.

25. **Other.** The term "Grantor" as used herein, shall include all parties hereinabove named as Grantor, his heirs, legal representatives, successors and assigns, and subsequent owners of the Property hereby conveyed; the term "Grantee" as used herein, shall include any lawful owner or holder of the indebtedness secured hereby; and the singular as used herein shall include the plural; and the use of one gender shall include all genders.

IN WITNESS WHEREOF, Grantor (if any individual or partnership) has hereunto set his hand and seal, or (if a corporation) has caused this Security Deed to be executed in its corporate name by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

Signed, Sealed and delivered in the presence of:

By: CLINCY ENTERPRISES, LLC (SEAL)  
VICTOR CLINCY - MEMBER  
M. Clincy (SEAL)  
MARCELLUSTENE CLINCY - MEMBER

Signed, sealed and delivered in the presence of:

Witness Judith Perry  
Judith Perry  
 Notary Public  
 CLINCY ENTERPRISES, LLC  
 PUBLIC  
 Sept. 28, 2014  
 PIKE COUNTY

Address of Grantor:  
 525 N. JEFF DAVIS DRIVE  
 FAYETTEVILLE, GA 30214

Address of Grantor:  
 11 HWY. 38 SE  
 RIVERDALE, GA 30274

**CANCELLATION AND SATISFACTION**

State of Georgia  
 County of \_\_\_\_\_

The debt which the within instrument was given to secure having been paid, the Clerk of the Superior Court of FAYETTE County is hereby authorized to satisfy the same of record.

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
 (SEAL)

#17  
**MAYOR**  
Edward J. Johnson, Jr.  
**CITY MANAGER**  
Ray Gibson  
**INTERIM CITY CLERK**  
Chelsea Siemen



**FAYETTEVILLE**  
NO LIMITS ON IMAGINATION

Page 77 of 98

**COUNCIL**  
Richard J. Hoffman,  
Mayor Pro Tem  
Joe Clark  
Niyah Glover  
Darryl Langford  
Scott Stacy

6-18-2024

Re: Sewer Availability to Parcels 0538091, 0538028

The property located in Land Lot 168 in the 5<sup>th</sup> District of Fayette County, in the unincorporated Fayette County, located at parcels 0538091 and 0538028 as shown in the Fayette County Tax database, will be furnished with enough capacity for sewer to provide for the needs required as requested for the proposed development. The sewer availability would be granted only if the properties were annexed into the City limits. .

The owner/developer is responsible for providing all engineering details and easements to accomplish any tie-in to the City's sanitary sewer system. All work done shall comply with the City's Developmental Standards

If you have any questions feel free to call me at (770) 460-4664.

Thank you,

*Chris Hindman*

Chris Hindman  
Director of Public Services

**RE: Parcels 0538091 and 0538028**

**Written Narrative Reference for City of Fayetteville Annex Step 2**

**Questions 1 and 2: Land Use**

Both parcels are currently zoned for commercial-use for unincorporated Fayette County. The owner will like to annex both properties into the City of Fayetteville and have both properties rezoned for commercial-use for the City of Fayetteville. The owner will also like to get-off the current septic system and connect to the City of Fayetteville's sewer system. By doing so, approximately 0.3 acres of the daycare's lot that is currently being used for the septic drain field can be annexed or added to the vacant lot making the vacant lot approximately a total of 0.7 acres. The plan then is to use the vacant lot for a commercial venture. Both the current daycare facility and vacant lot could have separate sewer lines ran at the same time. Both parcels are adjacent to the City of Fayetteville and will not create any island effects if annexed. The proposed annexations are also consistent with the City of Fayetteville's future land use map.

**Question 3: Economic Development**

The proposed annexation of the current daycare facility and vacant lot next door should not have any new impacts on population due to the daycare being an existing business in the area since the 1980s. It is the goal of the daycare owners however, to increase the number of employees at the daycare and to eventually erect a commercial property on the vacant lot that could have an impact on both employment in the area and improved tax revenue for the City of Fayetteville.

**Question 4: Transportation**

The proposed annexation of the current daycare facility and vacant lot next door should not have any new impacts on the traffic patterns due to the daycare being an existing business in the area since the 1980s.

**Questions 5 and 6: Comprehensive Plan**

The zoning proposals are in conformity with the City of Fayetteville's policy and intent of the comprehensive plan. Both properties are already zoned commercial and do not create any gaps or island-effects if annexed.

**City's street network impact**

The properties and street (Ellis Rd) are existing and no new streets are required. As a result, there will be no impact on the City's street network

**Tax base, public education, police/fire, EMS and utility-service impacts**

It is the goal of the owners to increase the number of employees at the daycare and to eventually erect a small commercial property on the vacant lot that could have a very minimal impact on the tax base, public education, police/fire, EMS and utility-service.

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#10



# DISCLOSURE OF CAMPAIGN CONTRIBUTIONS & GIFTS

The undersigned below, making application for rezoning action, has complied with the City of Fayetteville Code Section 3.05, and with the Official Code of Georgia Section 36-67A-1, et. seq. *Conflict of Interest in Zoning Actions*, and has submitted or attached the required information on this form as provided.

All individuals, business entities<sup>1</sup>, or other organizations<sup>2</sup> having a property interest, financial interest, or other interests<sup>3</sup> in property subject of this application are as follows (attach additional if necessary):

The Learning Tree Day School, Inc, Victor Clincy,  
Marcellustene Clincy

Have you as applicant or anyone associated with this application or property, within the last two (2) years immediately preceding this application, made campaign contributions aggregating \$250 or more to a member of the City of Fayetteville Planning Commission or the City of Fayetteville Mayor and City Council? Please circle your response:

YES

**NO**

IF YES: Please complete the following section (attach additional sheets if necessary).

Name and Official Position of Government Official	Contribution Description and Dollar Amount	Date of Contribution

I do hereby certify the information provided herein is both complete and accurate to the best of my knowledge.

Signature of Applicant

VICTOR CLINCY, CEO  
Type/Print Name and Title

\_\_\_\_\_  
Signature of Applicant's Representative

\_\_\_\_\_  
Type/Print Name and Title

\_\_\_\_\_  
Signature of Notary Public

(Affix Seal Here)

<sup>1</sup> Business entity may be a corporation, partnership, limited partnership, firm, enterprise, franchise, association, trade organization, or trust.

<sup>2</sup> Other organization means non-profit organization, labor union, lobbyist, or other industry or casual representative, church, foundation, committee, club, charitable organization, or educational organization.

<sup>3</sup> Property interest means the direct ownership of real property and includes any percentage of ownership. Financial interest means direct ownership of 10% or more of the total assets or capital stock of a business entity.

**Sec. 204.9. BP – Business Park.**

The Business Park District is established to foster the development of employment-based uses such as corporate offices, light manufacturing and other uses that contribute to the creation of a regional employment center. Because of the presence of a high number of employees, these developments should be designed in a manner that accommodates pedestrian, bicycle and other modes of alternate transportation.

This district is intended to provide for the establishment of planned, mixed-use developments along major thoroughfares. Access onto these thoroughfares should be kept to a minimum in order to protect the vitality of the roadway; to establish a positive first impression for persons entering the city; and to maintain a quality appearance which will stabilize or increase property values.

**Sec. 204.10-14. Reserved.**

**DIVISION 3. SCHEDULE OF USES.**

**Sec. 204.15. Commercial and business districts.**

Land and buildings in the Commercial and Business Districts shall only be used in accordance with the following table:

- Permitted use (P). This use is authorized by-right, subject to all other applicable provisions of this ordinance.
- Conditional Use (C). This use is subject to the supplemental regulations identified in Article 7 and permitted in accordance with Section 207.2.
- Not Permitted. A blank cell indicates that a use is not permitted.

Schedule of land use: Commercial and Business Districts					
Use	NC	C - 4	PO	BP	Section
<b>Accommodations, hospitality and entertainment</b>					
Banquet or meeting hall	P	P			
Commercial indoor recreation facility		P			
Hotel	P	P	P	P	
Microbrewery	P	P			
Restaurant	P	P	P	P	
Restaurant with drive-through	C	C			Sec. 207.9
Tap house/brewpub/wine bar	P	P			
Theater	P	P			
<b>Civic and institutional</b>					
Community oriented cultural facility	P	P	P	P	
Government facility	P	P	P	P	
Park	P	P	P	P	



Use	NC	C - 4	PO	BP	Section
Place of public worship and general places of assembly	C	C	C	C	Sec. 207.15
School, college or university		P	P	P	
School (K-12), private		C	C	C	Sec. 207.16
School (K-12), public		P	P	P	
School, specialized training	P	P	P	P	
<b>Group living</b>					
Community living arrangement	C			C	Sec. 207.23
Narcotic treatment program facility	C			C	Sec. 207.19
Nursing home			C	C	Sec. 207.24
<b>Offices and services</b>					
Animal services, no outside kennels	P	P	P	P	
Child care facility	C	C	P	P	Sec. 207.29
Contractor facility		P	P	P	
Data centers and technology-related facilities				P	
Electronic equipment facilities and assembly plants				P	
Fitness club	P	P	P	P	
Funeral home and accessory crematory		P	P	P	
Hospital			P	P	
Life science-related facilities			P	P	
Locksmiths and gunsmiths, no firing range			P	P	
Medical and dental offices, clinics and laboratories		P	P	P	
Medical supplies and sales		P	P	P	
Mini-warehouse/self-storage, with common entry/entries		C			Sec. 207.46
Non-emergency medical transport services	P		P	P	
Offices, professional	P	P	P	P	
Offices and services with a drive-thru		P	P	P	
Optometry and vision care facilities	P	P	P	P	
Outdoor storage				C	Sec. 207.45
Personal services	P	P	P	P	
Research and testing facilities and laboratories	P		P	P	
Vehicle repair		C			Sec. 207.47
Vehicle wash		P			

Use	NC	C-4	PO	BP	Section
Outdoor storage				C	Sec. 207.45
Personal services	P	P	P	P	
Research and testing facilities and laboratories	P		P	P	
Vehicle repair		C			Sec. 207.47
Vehicle wash		P			Sec. 311
<b>Retail</b>					
Building supply and sales		P			
Convenience stores, gasoline and diesel fuel sales		C			Sec. 207.38
Dry cleaning facilities	P	P			
Flea market		C			Sec. 207.41
General retail (single tenant < 16,000 SF)	P	P			
General retail (single tenant > 16,001 SF)		P			
Outdoor display	C	C			Sec. 207.39
Nurseries and greenhouses	P	P			
Pharmacies	P	P	P	P	
Radio and television studios or other broadcast media with no visible antenna	P				
Vapor cigarette sales	P				
<b>Industrial and infrastructure</b>					
Essential public services and utilities	P	P	P	P	
Wholesaling/warehousing with office space, no outdoor storage				P	
Wireless communications facility	C	C	C	C	Sec. 207.50
Small wireless facility in the public right-of-way	C	C	C	C	Sec. 207.51

### Sec. 204.16. Specific uses not permitted within the NC District.

The following uses shall not be permitted within the NC District:

1. Animal daycare facilities with outdoor boarding or kennels.
2. Automobile rental.
3. Automobile dealerships.
4. Automobile service or repair.
5. Bail bonds establishments.
6. Blood/plasma facilities.
7. Bowling alleys.
8. Dry cleaning plants and/or commercial laundry facilities without a storefront.
9. Indoor skating rinks.
10. Junkyards and/or salvage operations.
11. Pawn shops.
12. Self-storage facilities.
13. Sexually-oriented businesses.
14. Small box discount stores.
15. Small loan businesses.
16. Teen club.
17. Tire sales and/or repair.

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Request to approve the Parks and Recreation Selection Committee's recommendation to appoint Bobby Ferrell to the Recreation Commission for a term beginning April 1, 2024 and expiring March 31, 2028.

**Background/History/Details:**

The Fayette County Recreation Commission is a citizen committee comprised of five volunteers who are appointed by the Fayette County Board of Commissioners to four-year terms. The Recreation Commission reviews and evaluates programs, facilities, policies, and other matters and makes recommendations to the Recreation Department, the County Administrator, and the Board of Commissioners concerning capital and operational needs. As an advisory board, the Recreation Commission has no decision-making authority over how county resources are spent or managed.

The Selection Committee consisting of the Charles McCollum, Chair of the Recreation Commission, Bradley Klinger, Assistant Director Fayette County Road Department, and Anita Godbee, Director of Parks and Recreation.

After going through the interview process, the Selection Committee recommends the appointment of Bobby Ferrell to the Recreation Commission.

The seat was previously held by Mike Gumbinger.

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

Approval to appoint Bobby Ferrell to the Recreation Commission for a term beginning April 1, 2024 and expiring March 31, 2028.

**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 Recreation Commission

The Fayette County Recreation Commission is a citizen committee, comprised of five volunteers who are appointed by the Fayette County Board of Commissioners for four-year terms, which reviews and evaluates programs, facilities, policies, and other matters and makes recommendations to the Recreation Department, the County Administrator, and the Board of Commissioners concerning capital and operational needs. As an advisory board, the Recreation Commission has no decision-making authority over how county resources are spent or managed.

The Recreation Commission typically meets the second Tuesday of each month at the Parks and Recreation Activities Building that is located at 980 Redwine Road, Fayetteville, Georgia beginning at 7:00 p.m.

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, June 7, 2024.**

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 Bobby B Ferrell

ADDRESS 190 Melanie Lane Fayetteville, GA. 30214

TELEPHONE (cell) [REDACTED] (home) Same

EMAIL ADDRESS [REDACTED]

*B B Ferrell*

Signature

May 24, 2024

Date



APPLICATION FOR APPOINTMENT  
Fayette County Recreation Commission

1. How long have you been a resident of Fayette County?  
23 years
2. Why are you interested in serving on the Fayette County Recreation Commission?  
See cover letter
3. What qualifications and experience do you possess for appointment to the Recreation Commission?  
See resume
4. List your recent employment experiences to include name of company and position.  
See resume
5. Do you have any past experience relating to the Recreation Commission? If so, please describe.  
No
6. Are you currently serving on a commission/board/authority or in and elected capacity with any government?  
No
7. Have you attended any Recreation Commission meetings in the past two years and, if so, how many?  
None
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 Recreation Commission?  
See cover letter
10. Would there be any possible conflict of interest between your employment or your family and you serving on the Recreation Commission?  
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.  
Current president of the North Fayette Community Association INC. last 4 years
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

# Bobby B. Ferrell

## Contact information



190 Melanie Lane Fayetteville, GA. 30214

### To:

Fayette County Commissioners

140 Stonewall AVE

STE 100

Fayetteville, GA. 30214

Dear Fayette Commissioners

I am writing to express my interest in the open position on the Fayette County Recreation Commission. With a strong background in organizational leadership and a passion for fostering community engagement, I am excited about the opportunity to contribute to the commission's mission. My experience in developing and implementing public policy combined with my dedication to public service and safety makes me a well-suited candidate for this role.

I am confident that my skills, integrity and enthusiasm align with the goals of the Fayette County Recreation Commission.

Thank you for considering my application. I look forward to discussing how my background, skills, and passion for recreation can contribute to the success of the commission.

Sincerely,

A handwritten signature in black ink that reads "Bobby B. Ferrell".

Bobby B. Ferrell



BOBBY B FERRELL

██████████  
 ████████████████████  
 190 Melanie Lane,  
 Fayetteville, GA 30214

## PROFESSIONAL SUMMARY

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Dedicated Deputy Sheriff with active P.O.S.T. certification, training and a strong background in public safety. Skilled in incident investigation, evidence collection and emergency mitigation. Devoted to protecting public safety and enforcing laws. Competent law enforcement professional with integrity, training and observational skills necessary for public safety. Additional skill sets to include identifying criminal activity, preventing crimes and building community trust with honest and fair policing. Upholds positive policing reputation with effective and transparent service.

## SKILLS

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- Critical Thinking
- Administration and Management
- Education and Training
- Condition assessment
- Collaboration
- Analytical thinking
- Customer relations
- Judgment and Decision Making
- Instructing
- Speaking
- Problem-solving
- Planning
- Verbal communication
- Networking

## EXPERIENCE

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### **Deputy Sheriff, Clayton County Sheriff's Office**, Current, Jonesboro, GA

- Assist with criminal prosecution of various offenses by writing detailed case reports, properly securing related evidence and testifying in courtroom.
- Write detailed case reports to assist with prosecution of offenders for wide range of criminal activities.
- Render aid to accident victims and individuals harmed during course of criminal acts.
- Employ verbal and physical de-escalation techniques to end conflicts without serious injury or loss of life.
- Cite drivers for moving violations such as excessive speed and improper cell phone usage to protect everyone on road.
- Create and deliver oral and written reports involving complex, serious and petty criminal offenses and security violations.

### **Adjunct CDL A Instructor, Atlanta Technical College**, Jun 2020 - Mar 2021, Atlanta, Ga

- Established driver training standards for day, night and adverse weather conditions to promote safe driving standards.
- Created safe, professional environment by keeping premises and equipment in best

condition possible for student learning.

- Taught students of various ages skills and information necessary for safe driving and obtaining Georgia license.
- Kept track of students' progress and maintained written evaluations of each driver trainee's progress.

**Fire Captain, City of Atlanta Fire Rescue (RETIRED)**, Apr 2011 - Dec 2016, Atlanta, GA

Direct supervision over the crews assigned at the designated station and shift. Assigning, directing, and supervising at various fire and medical emergencies.

- Identified resource needs, reviewing with appropriate management staff and implementing improvements.
- Participated in development and implementation of goals, objectives and policies.
- Planned, coordinated and participated in emergency and non-emergency response operations and activities of assigned shifts.
- Verified completion of assigned activities according to department guidelines and policies.
- Enforced departmental policies and procedures, recommending disciplinary action in cases of insubordination.
- Delegated positions and tasks at fire scenes to facilitate fire control and suppression.
- Assessed size, location and condition of active fires, communicating details to superiors, subordinates and dispatch centers.
- Conducted knowledgeable and thorough scene assessments to identify problems such as collapse danger to adjacent buildings.
- Stayed current on fire prevention techniques and suppression tactics to offer best leadership to crew.
- Inspected uniforms, equipment and vehicles regularly to maintain professionalism and proper functioning.
- Set schedules, prioritized work and monitored performance to consistently meet fire program demands.
- Assigned station cleaning, organizational and building maintenance tasks to firefighters to keep building inspection-ready.

**Emergency Medical Technician, City of Atlanta Fire Rescue**, Dec 1996 - Dec 2016, Atlanta, GA

- Provided pre-hospital level care to assess conditions, deliver preliminary treatments and ultimately save lives.
- Took vital signs and interpreted EKGs to determine immediate condition of patient.
- Kept patients and family members calm to obtain information critical to providing emergency care.
- Provided cardiopulmonary resuscitation with manual defibrillators and AEDs.
- Participated in professional development training to improve patient care proficiency.
- Used oropharyngeal and nasopharyngeal breathing aids to assist patients in pulmonary distress.
- Attended to emergency situations such as injuries and motor vehicle accidents to deliver care as qualified first responder.



- Protected privacy of patient information as required by federal law and in accordance with general health care principles.
- Dispersed crowd and restrained family and friends to maintain order at scenes.

**Fire Marshal, Georgia World Congress Center (EXTRA JOB PT), Jul 2011 - Sep 2016, Atlanta, GA**

- Assessed size, location and condition of active fires, communicating details to superiors, subordinates and dispatch centers.
- Monitored CCTV footage of event spaces to back up front-line security staff, assist with timely responses and document evidence of wrongdoing.
- Leveraged strong communication and conflict management skills to address escalated situations.
- Brought in and worked with law enforcement, emergency personnel and firefighters to handle advanced situations.

**Arson Investigator, City of Atlanta Fire Rescue, Jul 2009 - Mar 2011, Atlanta, GA**

- Georgia Peace Officer Certified assigned to Arson Investigations to investigate fires for criminal activities leading to possible arrest.
- Cultivated external relationships with industry, law enforcement and fraud investigators for fire detection and prevention.
- Testified court regarding analysis and procedures.
- Offered expert witness testimony to support court cases involving fire codes and safety issues.
- Gathered and packaged evidence from fire scenes for use in court cases.
- Worked closely with law enforcement agencies to coordinate joint efforts to investigate fires and pursue arsonists.

**Fire Lieutenant Inspector, City of Atlanta Fire Rescue, Jun 2006 - Jun 2009, Atlanta, GA**

- Interpreted fire safety codes to establish clear and effective local procedures for Fire permits.
- Issued notices of corrective actions required to bring properties into compliance with local and Fire codes requirements.
- Participated in creating fire safety guidelines and evacuation schemes for nonresidential buildings.
- Inspected sites and issued citations as part of comprehensive management strategy.
- Regularly inspected commercial fire suppression equipment and records per local adopted Fire Codes.
- Regulated Fire permits according to strict code interpretations.

**Fire Apparatus Engineer, City of Atlanta Fire Rescue, Jun 2003 - May 2006, Atlanta, GA**

- Worked well with different people to address challenges and solve problems collaboratively.
- Used good judgment to help solve problems.
- Coordinated staffing of stations and equipment according to daily minimum staffing
- Assisted the Battalion Chief in daily duties of the Battalion

**Battalion Chief Aide , City of Atlanta Fire Rescue, Mar 2000 - Jul 2004, Atlanta, GA**

- Worked well with different people to address challenges and solve problems

collaboratively.

- Used good judgment to help solve problems.
- Coordinated staffing of stations and equipment according to daily minimum staffing
- Assisted the Battalion Chief in daily duties of the Battalion

**Firefighter, City of Atlanta Fire Rescue**, Apr 1996 - Jul 2003, Atlanta, GA

- Answered building fire alarms and thoroughly checked properties for fire dangers and victims in need of aid.
- Responded to motor vehicle accidents to triage scenes, rescue victims and render medical aid.
- Led classes for general public on fire safety, smoke alarms and escaping burning buildings.
- Rescued victims from burning buildings, accident sites and water hazards.
- Located and rescued victims from burning buildings, accident sites and water hazards.
- Dressed with equipment such as fire-resistant clothing and breathing apparatus.
- Educated school-age children and parents about fire safety to help prevent injuries and loss of life.
- Located and eliminated hot spots with potential to restart fires.
- Tested and checked smoke alarms on request of homeowners and business managers as part of dedicated fire prevention services.
- Searched burning buildings to locate fire victims.

**Deputy Sheriff, Fulton County Sheriff's Office**, Apr 1989 - Apr 1996, Atlanta, GA

- Approached warrant actions with organized approach based on training and with proper safety measures.
- Completed required certifications in firearm use and handling as prescribed by department policies.
- Created and delivered oral and written reports involving complex, serious and petty criminal offenses and security violations.
- Cited drivers for moving violations such as excessive speed and improper cell phone usage to protect everyone on road.
- Enforced traffic laws, state statutes and county ordinances and issued citations and warnings.
- Helped the court carry out its duties by serving subpoenas, summonses and orders.
- Trained and studied regularly for full proficiency in regulations, techniques and weaponry.
- Protected officers and general public by directing traffic around accident scenes and other traffic problems.
- Transported prisoners and dangerous patients across local areas and state lines.

## EDUCATION

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Fire Sprinkler System

Jun 2009

**National Fire Academy** - Emmitsburg, MD

Received certificate for Fire Sprinkler Systems

NFPA Life Safety Code

**Atlanta Fire Rescue Department** - Atlanta, GA

NFPA Fire Inspector I

**Atlanta Fire Rescue Department** - Atlanta , GA

Emergency Medical Technician

**Atlanta Technical College** - Atlanta, GA

Started and received certification and state licensure as an Emergency Medical Technician

Oct 2006

Dec 1996

## **VOLUNTEER-EXPERIENCE**

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President, North Fayette Community Association INC, 2020-present.

North Fayette Community Association is a non-profit 501(c) 3 organization located in North Fayette County, Georgia for 21 years. Our mission is to advocate for the residents of the northern portion of Fayette County Georgia and assist local government with being a liaison to the community.

## **HOBBIES**

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Motorcycling

Traveling

Homesteading

## **AFFILIATIONS**

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Member, Fayette County Board of REALTORS, 2005-present.

President, North Fayette Community Association INC. 2020-present

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Request to award Bid #2424-B, HIP and Micro Surfacing in the amount of \$636,608.00 to Gallagher Asphalt Co, Inc.

**Background/History/Details:**

Contract is to Hot-In-Place (HIP) recycle the existing asphalt on Goza Road and install a new riding surface using Micro Surfacing. This process has been approved by GDOT specification #403 and this process, in the past has been used by City of Atlanta and Cobb County.

Goza Road is currently developing potholes from the top layer of 1" of asphalt that was installed in 2012 were delaminating from the remaining asphalt roadway. Because their is limited structural issues with this road the Road Department is recommending using HIP that will heat the top 1.5" of the asphalt, scarifying, rejuvenating, and reshaping the road. HIP requires a new surface top course which the Road Department is recommending Micro Surfacing since this particular road isn't requiring any structural improvements.

Traditional repair process of repairing a road with these issues has been to mill (remove) the existing asphalt and install a new asphalt surface course. Using FY24 contractor bid numbers, repairing Goza by this method would be estimated at \$900,000.

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

Approval to award Bid #2424-B, HIP and Micro Surfacing in the amount of \$636,608.00 to Gallagher Asphalt Co, Inc.

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

There is funding available in the Road Department's M&O and LMIGS1 (FY2025) accounts to fund this project.

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:**

Must be a FY2025 Purchase Order



**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 *TLB*  
 From: Sherry White *SW*  
 Date: July 11, 2024  
 Subject: Contract 2424-B HIP and Microsurfacing 2024

The Purchasing Department issued Invitation to Bid #2424-B to secure a contractor for to apply Hot In Place Recycling and Micro Surfacing of Goza Road. Notice of the opportunity was emailed to 83 companies. Another 223 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code #91395(Paving and Resurfacing, Highway and Road) and #91396 (Paving and Resurfacing, Streets, Major and Residential). The offer was also advertised through Fayette News, Georgia Local Government Access Marketplace, and the county website.

One company submitted a bid (Attachment 1). The HIP process is new in Georgia therefore no local companies offer the service. Georgia Department of Transportation (GDOT) standards are being reviewed to cast a wider net of competing companies.

The Road Department recommends Gallagher Asphalt Corporation. This company has not contracted with the county in the past, so a Contractor Performance Evaluation is not attached. A positive response from their references were received.

Specifics of the proposed contract are as follows:

<b>Contract Name</b>	2424-B HIP and Micro 2024
<b>Contractor</b>	Gallagher Asphalt Corporation
<b>Not-to-exceed amount</b>	\$636,608.00

**Budget:**

Fund	100	General fund	327	2023SPLOST
Org Code	40220	Rd Dept	40220	Rd Dept
Object	521316	Tech Serv.	541210	Other Imp.
Project	LMGS1	FY24 LMIG Suppmt.	T23AA	Road Maintenance
Contract Amt.	\$283,608.00		\$353,000.00	
Available	\$1,177,594.80		\$4,500,000.00	as of 7/1/2024

**ITB 2424-B HIP and Micro 2024  
Tally Sheet**

Tuesday, June 18, 2024

			Gallagher Asphalt Corporation	
DESCRIPTION	EST QTY	UNIT	UNIT PRICE	EXTENDED PRICE
TRAFFIC CONTROL AND MOBILIZATION	1	LS	\$56,000.00	\$56,000.00
HIP	54,000	SY	\$5.50	\$297,000.00
MICRO SURFACING	54,000	SY	\$5.05	\$272,700.00
5" YELLOW TEMP PAINT	4.04	MI	\$2,700.00	\$10,908.00
<b>TOTAL PROJECT PRICE</b>				<b>\$636,608.00</b>

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Acknowledgment of the Fayette County Development Authority's Tax Equity and Fiscal Responsibility Act (TEFRA) hearing for an issuance of tax-exempt revenue bonds by the Fayette County Development Authority in the not-to-exceed amount of \$200,000,000 on behalf of the United States Soccer Federation, Inc.

**Background/History/Details:**

The Fayette County Development Authority has agreed to issue tax-exempt revenue bonds for the financing of the US Soccer National Headquarters. On June 24, 2024, the Authority held a public hearing in compliance with Tax Equity and Fiscal Responsibility Act (TEFRA) of 1982.

This approval is solely for the purpose of complying with, and is to be construed in accordance with, the provisions of Section 147(f) of the Internal Revenue code of 1986, as amended, and shall not result in or impose any pecuniary liability upon or constitute a lien upon the property of or a claim against the County, the State of Georgia, or any political subdivision thereof.

The Certification of Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing regarding the June 24, 2024 meeting is provided as backup.

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

Acknowledgment of the Fayette County Development Authority's Tax Equity and Fiscal Responsibility Act (TEFRA) hearing for an issuance of tax-exempt revenue bonds by the Fayette County Development Authority in the not-to-exceed amount of \$200,000,000 on behalf of the United States Soccer Federation, Inc.

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

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

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Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

**CERTIFICATION OF  
TAX EQUITY AND FISCAL RESPONSIBILITY ACT (TEFRA) HEARING**

I, Nathan Lee, hereby certify that I am a duly qualified and acting designated party to conduct a public hearing under the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) for the Fayette County Development Authority (the “Issuer”) related to a proposed bond issuance on behalf of United States Soccer Federation, Inc., a New York not-for-profit corporation.

I do hereby further certify as follows:

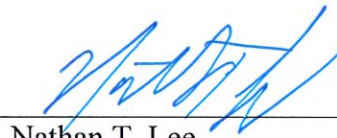
**Hearing Date.** On June 24, 2024, a hearing related to the proposed issuance of the bonds was opened at 10:00 a.m. and closed at 10:30 a.m.

**Hearing Location.** The hearing was conducted in the board conference room, 2<sup>nd</sup> Floor, 200 Courthouse Square, Fayetteville, Georgia 30214.

**Posting.** On Friday, June 14, 2024, the notice of the TEFRA hearing was posted on the Issuer’s website.

**Public Comments.** No Public comments were received.

**IN WITNESS WHEREOF**, I have signed my name hereto on June 24, 2024.



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Nathan T. Lee  
Hearing Officer



APPROVAL BY THE CHAIR OF THE BOARD OF COMMISSIONERS  
OF FAYETTE COUNTY, GEORGIA OF  
NOT TO EXCEED \$200,000,000  
FAYETTE COUNTY DEVELOPMENT AUTHORITY  
REVENUE BONDS (UNITED STATES SOCCER FEDERATION, INC. PROJECT)  
SERIES 2024

WHEREAS, after at least seven days' notice published on the official website of the Fayette County Development Authority, a public hearing was held in board conference room, 2<sup>nd</sup> Floor, 200 Courthouse Square, Fayetteville, Georgia 30214, concerning the proposed issuance by the Fayette County Development Authority (the "Authority") of its Revenue Bonds (United States Soccer Federation, Inc. Project) Series 2024 (the "Series 2024 Bonds") in one or more series in an aggregate principal amount not to exceed \$200,000,000; and

WHEREAS, the proceeds of the sale of the Series 2024 Bonds, when and if issued, are to be used for the purposes, together with other available funds, to finance or refinance in whole or in part, (i) the costs of acquiring, developing, constructing, installing and equipping certain facilities located on the entirety or a portion of approximately 210 acres located near Lees Mill Road in Fayette County, Georgia (the "County") for the benefit of the United States Soccer Federation, Inc. (the "Borrower"), substantially in accordance with the plans and specifications on file with the Authority and the Borrower, as modified and supplemented from time to time, including (A) a building for use as a headquarters and athletic development facility, (B) soccer operations facilities, (C) indoor and outdoor fields, and (D) physical infrastructure necessary to support and operate the facilities (collectively, the "Projects"), (ii) capitalized interest during construction of the Projects, and (iii) costs of issuance of the Series 2024 Bonds; and

WHEREAS, the Projects will be owned and operated the Borrower, a New York not-for-profit corporation that is an exempt organization within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the proposed Series 2024 Bonds, when and if issued, will not be an obligation of the State of Georgia, or of any county, municipality, or political subdivision of the State of Georgia, including the County; the proposed Series 2024 Bonds will not be paid from taxes, but will be payable by the Authority solely from amounts to be paid or provided by the Borrower; and no performance audit or performance review shall be conducted with respect to such bond issue; and

WHEREAS, Section 147(f) of the Code provides, in effect, that in order for the interest on the proposed Bonds to be excluded from the holders' gross incomes for federal income tax purposes, the "public approval" requirements of said section must be complied with; and

WHEREAS, the location of the Projects is entirely within the County, and the Chair of the Board of Commissioners of the County (the "Chair") constitutes the chief elected executive officer of the County and is a proper representative for granting the necessary public approval; and

WHEREAS, the Authority has requested that the Chair approve the issuance of the Series 2024 Bonds for the purposes stated above, the nature and location of the Projects, and the plan of refinancing and improving the Projects with the proceeds of the Series 2024 Bonds; and

WHEREAS, the Chair finds and determines that it is in the public interest of the County to grant such approval.

NOW, THEREFORE, the Chair of the Board of Commissioners of Fayette County, Georgia hereby approves the issuance of the Bonds by the Authority for the benefit of the Borrower in an aggregate principal amount not to exceed \$200,000,000 for the above-described purposes, the nature and location of the Projects, and financing for the Projects, described above, are hereby approved for purposes of Section 147(f) of the Code.

Such approval by the Chair does not constitute any representation by the County to the prospective purchasers of the Bonds as to the creditworthiness of the Borrower or the economic feasibility of the Project nor does it create, either expressly or by implication, any obligation on the part of the County for the payment of the Bonds or debt service thereon, such Bonds and debt service thereon being payable solely from the sources described above.

This approval shall take effect immediately upon its execution.

This \_\_\_\_ day of [DATE, 2024].

By: \_\_\_\_\_  
Lee Hearn, Chair, Board of Commissioners of  
Fayette County, Georgia