

BOARD OF COUNTY COMMISSIONERS

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FAYETTE COUNTY, GEORGIA

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140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

AGENDA

March 24, 2016
7:00 p.m.

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

Call to Order
Invocation by Vice Chairman Ognio
Pledge of Allegiance

Acceptance of Agenda

PROCLAMATION/RECOGNITION:

1. Proclamation to proclaim the month of April as "National Alcohol Awareness Month" in Fayette County.

PUBLIC HEARING:

2. Public Hearing of staff's recommendation to transfer an existing 2016 Retail Alcohol, Beer and Wine License (License #C15-00628) from Nouman Chaudhry to Sajjan Paul Chirauil and Abraham M. Kalathil, doing business as St. Mary's BP, LLC, which is located at 1866 SR 85 North, Fayetteville, Georgia.
3. Public Hearing of the request of Petition No. 1254-16, Gary and Kaora Sloan, Owner, and Mark Whitley, Agent, to rezone 1.50 acres from A-R to O-I to develop an Office Building with said property located in Land Lot 7 of the 6th District and fronting on S.R. 74 South.
4. Public Hearing of the request of Petition No. 1255-16, Morris E. Lewis Jr., Owner, rezone 2.15 acres from A-R to R-70 to develop a Single-Family Residential Subdivision with said property located in Land Lot(s) 224 & 225 of the 13th District and fronting on Wagon Wheel Trail with one (1) condition.

CONSENT AGENDA:

5. Approval to continue the agreement between Fayette County and Georgia Emergency Management-Homeland Security as outlined in the Statewide Mutual Aid and Assistance Agreement, and to authorize the Chairman to sign the agreement.

6. Approval of staff's recommendation to enter into an Independent Contractor Agreement with Peter D. Nelms to provide grant management services as outlined in the agreement, and to authorize the Chairman to sign the agreement and any related documents.
7. Approval of the Water Committee's recommendation to reimburse Mr. Liston Garland \$1,076.00 landscaping on his property, due to damage from a water main break and delegate the authority for the Water System Director to settle damage related claims against the Water System up to \$2,000 with the Water Committee's approval.
8. Approval of the March 10, 2016 Board of Commissioners Meeting Minutes.

OLD BUSINESS:

NEW BUSINESS:

PUBLIC COMMENT:

ADMINISTRATOR'S REPORTS:

ATTORNEY'S REPORTS:

COMMISSIONERS' REPORTS:

EXECUTIVE SESSION:

ADJOURNMENT:

COUNTY AGENDA REQUEST

Proclamation #1

Page 3

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Proclamation to proclaim the month of April as "National Alcohol Awareness Month" in Fayette County.

Background/History/Details:

Fayette FACTOR and AVPride requested this proclamation for the first time in April of 2015. This year these organizations are collaborating again to request that April 2016 be proclaimed as "National Alcohol Awareness Month".

The theme for this year's alcohol awareness is, "Talk Early, Talk Often: Parents Can Make a Difference in Teen Alcohol Use." Both Fayette FACTOR and AVPride work closely with Fayette County's youth and their parents to bring awareness of how alcoholism can affect families and communities.

The Board of Commissioners stand in support of this effort and commend both organizations for the work that is being done against teen drinking.

What action are you seeking from the Board of Commissioners?

Proclamation to proclaim the month of April as "National Alcohol Awareness Month" in Fayette County.

If this item requires funding, please describe:

Not Applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** 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:

NCADD ALCOHOL AWARENESS MONTH 2016

Talk Early, Talk Often: Parents Can Make a Difference in Teen Alcohol Use

WHEREAS, alcohol is a primary factor in the four leading causes of death for young persons ages 10-21; and

WHEREAS, alcohol is the most commonly used addictive substance in the United States; and

WHEREAS, young people who begin drinking before age 15 are four times more likely to develop alcohol dependence than those who begin drinking at age 21; and

WHEREAS, the typical American will see 100,000 beer commercials before he or she turns 18; and

WHEREAS, kids who drink are more likely to be victims of violent crime, to be involved in alcohol-related traffic crashes, and to have serious school-related problems; and

WHEREAS, a supportive family environment is associated with lowered rates of alcohol use for adolescents; and

WHEREAS, consistent and sustained parental attitudes can influence a child's decision about whether or not to use alcohol and drugs; and

WHEREAS, kids who have conversations with their parents and learn a lot about the dangers of alcohol and drug use are 50% less likely to use alcohol and drugs than those who don't have such conversations.

THEREFORE, I, (INSERT NAME OF LOCAL PUBLIC OFFICIAL) now join the National Council on Alcoholism and Drug Dependence, Inc. (NCADD) and do hereby proclaim that April 2016 is Alcohol Awareness Month in (INSERT NAME OF AREA GOVERNED BY LOCAL PUBLIC OFFICIAL). As the (INSERT TITLE OF LOCAL PUBLIC OFFICIAL), I also call upon all citizens, parents, governmental agencies, public and private institutions, businesses, hospitals, schools and colleges in (REPEAT NAME OF AREA) to support efforts that will provide early education about alcoholism and addiction and increase support for individuals and families coping with alcoholism. Through these efforts, together, we can provide Hope, Help and Healing for those in our community who are facing challenges with alcohol use and abuse.

May it be so decreed.

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Public Hearing of staff's recommendation to transfer an existing 2016 Retail Alcohol, Beer and Wine License (License #C15-00628) from Nouman Chaudhry to Sajan Paul Chirauil and Abraham M. Kalathil, doing business as St. Mary's BP, LLC, which is located at 1866 SR 85 North, Fayetteville, Georgia.

Background/History/Details:

The Applicant has met all requirements as required in the County Code, and the applicant has been approved by the Code Enforcement Department. The 2016 license is in good standing as it was issued on December 23, 2015.

There are no outstanding violations.

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to approve the transfer of the existing 2016 Retail Alcohol, Beer and Wine License(License #C15-00628)from Nouman Chaudhry to Sajan Paul Chirauil and Abraham M. Kalathil,doing business as St. Mary's BP, LLC, which is located at 1866 SR 85 North , Fayetteville, Georgia.

If this item requires funding, please describe:

Not Applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Required Supporting Documentation

Survey showing a scale drawing ✓ on file

Attach affidavit of each person whose name appears on application for license _____

Copy of deed or lease _____

A background check(s) ✓

Affidavit stating the licensee and license representative is 21 year age, a resident of the state and a manager of the business _____

Zoning letter ok on file _____ date _____

Fire Marshal letter _____

Copy of State Alcohol license _____

Copy of Secretary of state current registration _____

Copy of annual report of alcohol sales percentage n/a

Fingerprint by Sheriff Office ✓

ok
Shirley Davis
3/11/16

Department: Planning and Zoning

Presenter(s): Pete Frisina

Meeting Date: March 24, 2016

Type of Request: Public Hearing

Wording for the Agenda:

Public Hearing of the request of Petition No. 1254-16, Gary and Kaora Sloan, Owner, and Mark Whitley, Agent, to rezone 1.50 acres from A-R to O-I to develop an Office Building with said property located in Land Lot 7 of the 6th District and fronting on S.R. 74 South.

Background/History/Details:

Staff recommends approval of rezoning Petition 1254-16.

The Planning Commission recommended approval of rezoning Petition 1254-16.

This item was presented on the March 3, 2016 Planning Commission meeting agenda. Mr. Brian Haren made a motion to recommend approval of the zoning of Petition 1254-16. Mr. Al Gilbert seconded the motion. The motion passed 4-0. Chairman Jim Graw was absent from the meeting.

What action are you seeking from the Board of Commissioners?

Approval of the request of Petition No. 1254-16, Gary and Kaora Sloan, Owner, and Mark Whitley, Agent, to rezone 1.50 acres from A-R to O-I to develop an Office Building with said property located in Land Lot 7 of the 6th District and fronting on S.R. 74 South.

If this item requires funding, please describe:

Not Applicable.

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

If so, when?

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

Backup Provided with Request? Yes

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

Approved by Finance Not Applicable

Reviewed by Legal

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval Yes

Staff Notes:

PLANNING COMMISSION RECOMMENDATION

DATE: March 3, 2016

TO: Fayette County Commissioners

The Fayette County Planning Commission recommends that Petition No. 1254-16, the application of Gary and Kaora Sloan to rezone 1.50 acres from A-R to O-I, be:

Approved Withdrawn Disapproved

Tabled until _____

This is forwarded to you for final action.

JIM GRAW, CHAIRMAN *ABSENT*

ARNOLD MARTIN, III, VICE-CHAIRMAN *AM*

AL GILBERT *4-C*

BRIAN HAREN

JOHN CULBRETH

Remarks:

(Planning Commission Meeting Minutes 3/3/2016)

- 3. Consideration of Petition No. 1254-16, Gary and Kaora Sloan, Owner, and Mark Whitley, Agent, request to rezone 1.50 acres from A-R to O-I to develop an Office Building. This property is located in Land Lot 7 of the 6th District and fronts on S.R. 74 South.**

Vice-Chairman Martin reiterated the procedures to public hearings for the rezoning of property. He stated that since the Planning Commission does not have a full board they have the opportunity to table their petition.

Mark Whitley, representing Gary Sloan, said he would like to move forward. He stated that the property is actually 7.7 acres, and his client would like to cut out 1.5 acres to build an office building to house his business. He stated that Mr. Sloan has an inspection business and would like to build his own house on the remaining acres. He showed the Planning Commission a copy of the proposed building. He said that the building will have a residential character. He added that there may be issues with staff recommendations on the building but he would be happy to discuss. He said that those requirements may be from the overlay district requirements. He stated that he would be happy to answer any questions. He added that the owner Gary Sloan and the contractor Mike Ford would also be happy to answer any of the Planning Commissions questions.

Vice-Chairman Martin asked if there were any opponents to the petition. Hearing no opposition he closed the public hearing portion of the meeting, and brought the petition before the Planning Commission to discuss.

Al Gilbert stated that the Planning Commission has spent two (2) years changing the land-use plan in that area. He said that there were a lot of estate homes in that area and people were selling their property. He added that the Planning Commission thought the area was a good location for office buildings because of its close proximity to the hospital.

Brian Haren asked if there was enough space for parking requirements.

Pete Frisina replied that Office Institutional is a one (1) acre minimal lot size. He said that this is 1.5 acres and they will have to meet the parking requirements.

Brian Haren said he doesn't have an issue.

John Culbreth asked staff if there were any other precedent setting lots out there similar to this. He stated that he wasn't familiar with this area.

Pete Frisina stated staff provided a map of the property in their packages at the last Planning Commission Meeting. He said that the property is south of intersection of Redwine Road and S.R. 74 and north of the intersection of S.R. 74 and S.R. 85. He reiterated that it is in an area designated for Office Institutional zoning according to the land use plan. He added that this is the first rezoning to come in since the change has been made.

Vice-Chairman Martin asked if there were any problems with the parking.

Mark Whitley said that they feel they can meet the requirements for parking and landscaping.

Pete Frisina said that they would have to meet our parking requirements based on square footage. He said that the Planning Commission is seeing the parking in the front of the building (according to the picture presented by Mark Whitley), and the overlay district requirements call for no more than 50% in the front. He added that they will need to redesign that.

Brian Haren asked Mark Whitley if he was giving himself enough space for parking.

Mark Whitley said that they feel as though they have enough parking.

Brian Haren asked if there were any conditions for the petition.

Vice-Chairman Martin and Al Gilbert replied no.

Brian Haren made a motion to recommend approval of Petition 1254-16. Al Gilbert seconded the motion. The motion passed 4-0. Chairman Graw was absent from the meeting.

PETITION NO: 1254-16

REQUESTED ACTION: A-R to O-I

PROPOSED USE: Office Building

EXISTING USE: Undeveloped Land

LOCATION: S.R. 74 South

DISTRICT/LAND LOT(S): 6th District, Land Lot(s) 7

OWNER: Gary and Kaora Sloan

AGENT: Mark Whitley

PLANNING COMMISSION PUBLIC HEARING: March 3, 2016

BOARD OF COMMISSIONERS PUBLIC HEARING: March 24, 2016

APPLICANT'S INTENT

Applicant proposes to develop an Office Building on one (1) lot of 1.50 acres.

STAFF RECOMMENDATION

APPROVAL

1.

1254-16

INVESTIGATION

A. PROPERTY SITE

The subject property is a 1.50 acre tract fronting on S.R. 74 South in Land Lot 7 of the 6th District. S.R. 74 South is classified as a Major Arterial road on the Fayette County Thoroughfare Plan. The subject property is undeveloped and currently zoned A-R.

B. SURROUNDING ZONING AND USES

The general situation is a 1.50 acre tract that is zoned A-R. In the vicinity of the subject property is land which is zoned A-R, R-72, R-45 and PUD. See the following table and also the attached Zoning Location Map.

The subject property is bound by the following adjacent zoning districts and uses:

Direction	Acreage	Zoning	Use	Comprehensive Plan
North	8.65	A-R	Undeveloped	Office
South and West (remainder of parent tract)	6.25	A-R	Undeveloped	Office
East (across SR 74)	2.92	A-R	Undeveloped	Office
	1.45	A-R	Single-Family Res.	Office

C. COMPREHENSIVE PLAN

The subject property lies within an area designated for Office. In addition, the subject property is in the area of the SR 74 South Overlay District which recommends the provision of sidewalks as follows:

SR 74 South Overlay District: This District identifies the county's goals and recommendations for SR 74 South corridor and sets out the preferred development pattern for Office in this area. The SR 74 South Overlay District includes SR 74 between Redwine Road and SR 85. SR 74 South provides a traffic connection into the southern portion of Peachtree City where a majority of the industrial development in Peachtree City is located providing access to workers and trucking. This portion of SR 74 has recently been widened from two lanes to four lanes divided by a median.

Existing Development: Existing development in this corridor consists of a small office development at the intersection of Redwine Road and SR 74 (O-I), a daycare facility (A-R), the Starr's Mill tri-school complex, three single-family residential subdivisions (Breachin Park, The Chimneys and Mill Pond Manor), a large church complex (A-R), and several residential lots fronting and directly accessing SR 74 which range in size from three quarters of an acre up to eleven acres. Four of these residential lots are undeveloped.

Future Development: The goals of the SR 74 South Overlay District are: (1) to maintain the efficient traffic flow of SR 74 South; (2) to enhance and maintain the aesthetic qualities of the corridor; (3) to provide for economic expansion and jobs commensurate with the educational and skill level of Fayette's labor force; and (4) to protect existing and future residential areas in the SR 74 South corridor. The General State Route Overlay will apply to this corridor.

The recent widening of this portion of SR 74 resulted in the sidewalks being placed on both sides of the road. However, a gap was left in the sidewalks and they do not run the full length of this Overlay District area. Going south from Redwine Road, the road has an Urban Profile with curb and gutter and sidewalks, the road then changes to a Rural Profile with vegetated ditches and no sidewalks, and then changes back to an Urban Profile with curb and gutter and sidewalks. Sidewalks would be valuable as they would increase pedestrian access from the existing residential subdivisions, especially to the tri-school complex for students. A portion of the gap is in the area where office development is proposed. Conversely, there are small portions of this sidewalk gap that are not within the area proposed for office development and the County would have to find other means to build sidewalks in these areas.

Recommendations: The continuation of the sidewalks on both sides of SR 74 will be a requirement for office development, where the developer of the property will be responsible for building their section of the sidewalk with the intent that the sidewalks will someday connect along the SR 74 South Overlay District area. Sidewalks in an Urban Profile are approximately two feet behind the curb well within the right-of-way. Sidewalks are not normally part of a Rural Profile and in this case they will most likely have to be behind the ditches. The County will have to work with DOT as the issue is there may not be enough right-of-way behind the ditches to contain the sidewalks. Options to consider are require additional right-of-way from the developers for the sidewalks or an easement for the sidewalks.

This request conforms to the Fayette County Comprehensive Plan.

D. ZONING/REGULATORY REVIEW

The applicant seeks to rezone A-R from to O-I for the purpose of developing Office Building.

State Route Overlay

Due to the frontage on State Route SR 74, development of the property is subject to the requirements of the General State Route Overlay Zone which requires the provision of sidewalks as follows:

General state route overlay zone. All property and/or development which have road frontage and/or access on State routes with nonresidential use or zoning shall be subject to the following regulations, in addition to the zoning district requirements and other development regulations which apply. This overlay zone specifically excludes SR 54 West, SR 85 North, and SR 74 North for which other overlay zones have been established herein. The architectural standards of this overlay zone specifically excludes the L-C zoning district, for which other architectural standards have been established.

- a. *Purpose.* The purpose of the general state route overlay zone is to achieve the following:
 1. To promote and maintain orderly development and an efficient traffic flow in highway corridors;
 2. To protect existing and future residential areas near highway corridors; and
 3. To protect the aesthetics for existing and future residential areas in this highway corridor.
- b. *Access.* Access to each nonresidential property and/or development shall be from a state route or an adjacent street designated as an arterial or collector on the county thoroughfare plan. All access points shall be required to comply with chapter 104.
- c. *Dimensional requirements.*
 1. All parking areas shall be located at least 50 feet from any state route right-of-way.
 2. Front yard setbacks on all other state routes for all structures, including gasoline canopies, shall be 100 feet.
 3. Berms for nonresidential zoning districts: Berms when required as a condition of zoning shall be a minimum of four feet in height, and shall be placed to the inside of the applicable buffer.
- d. *Architectural standards.* Structures shall maintain a residential character. Elevation drawings denoting compliance with the following shall be submitted as part of the site plan.
 1. A pitched peaked (gable or hip) roof with a minimum pitch of 4.5 inches in one foot including gasoline canopies and accessory structures and shall be of a type and construction complimentary to the facade. A pitched mansard roof facade with a minimum pitch of 4.5 inches in one foot and a minimum height of eight feet around the entire perimeter of the structure can be used if the structure is two stories or more or the use of a pitched peaked roof would cause the structure to not meet the applicable height limit requirements. The mansard roof facade shall be of a residential character with the appearance of shingles, slate or terra cotta.
 2. Gasoline canopy. Gasoline canopies shall also comply with the following requirements:
 - (i) Gasoline canopies, in conjunction with a convenience store, may reduce the pitch to a minimum of three inches to 12 inches to permit the height of the peak of the roof to be equal to or no more than five feet above the peak of the roof of the convenience store.
 - (ii) The vertical clearance under the gasoline canopy shall not exceed a maximum of 18 feet in height.

- (iii) The support columns for the gasoline canopies shall match the facade of the convenience store.
 - (iv) The gasoline canopy roof shall match the architectural character, materials, and color of the convenience store.
3. All buildings shall be constructed in a residential character of fiber-cement siding (i.e., Hardiplank), wood siding, wood textured vinyl siding, brick/brick veneer, rock, stone, cast-stone, or stucco (including synthetic stucco) on those portions of the building facing front and side yards and/or any property zoned agricultural-residential or residential.
 4. Framed doors and windows of a residential character. To maintain a residential character, large display windows shall give the appearance of smaller individual panes and framing consistent with the standard residential grid pattern for doors and windows. This does not apply to stained glass windows for a church or place of worship. Large display or storefront windows shall have a minimum two-foot-high knee wall consisting of fiber-cement siding (i.e., Hardiplank), wood siding, wood textured vinyl siding, brick/brick veneer, rock, stone, cast-stone, or stucco (including synthetic stucco).
 5. The design of accessory/out lot buildings shall reflect and coordinate with the general architectural style inherent in the primary structure on the property.
 6. When an existing nonconforming structure is enlarged by 50 percent or less, the enlargement does not have to meet the aforementioned architectural standards, but does have to match the architectural design of the existing nonconforming structure. This exemption shall only apply to the first occurrence of any enlargement after the effective date of January 24, 2008. Only one structure per lot shall be entitled to the exemption. When an existing nonconforming structure is enlarged by more than 50 percent, the entire nonconforming structure shall be brought into compliance with the aforementioned architectural standards. This exemption shall expire on January 24, 2015, seven years from the effective date of January 24, 2008. After the expiration date, the entire nonconforming structure shall be brought into compliance with the aforementioned architectural standards when any enlargement is made.
- e. *Architectural option.* An owner/developer may exercise an architectural option for structures within the overlay zone on lots adjacent to a municipality where a nonresidential architectural character has been established in the area. The purpose of this option is to achieve compatibility with surrounding areas, consistency throughout the development and greater creativity. A photographic architectural character inventory of the buildings within the area shall be submitted. Full color architectural elevation drawings of the proposed nonresidential architectural style for all building facades shall be submitted. Multiple buildings within a development shall have comparable architectural characteristics consisting of similar architectural design and elements, building materials and colors. Elevations shall be reviewed and approved by the board of commissioners and shall follow the procedure established in article IX of this chapter. Any change to the approved architectural elevation drawings shall follow the aforementioned procedure.

- f. *Landscape requirements.* In addition to the standard requirements of the landscape ordinance, the following landscape requirements shall apply to the overlay zone:
1. *Street frontage landscape area.* Fifty feet in depth along state route frontage. The first 25 feet as measured from the right-of-way are for required landscape planting only. The remaining 25 feet may be used for septic system placement; underground stormwater detention systems; and the following stormwater management facilities/structures if designed in full accordance with the specifications provided in the most current edition of the Georgia Stormwater Management Manual; vegetated channels, overland flow filtration/groundwater recharge zone, enhanced swales, filter strips, and grass channels. Septic systems and stormwater structures shall be exclusive of each other and the minimum distance of separation between wastewater and stormwater structures shall be established by the environmental health department and the county engineer. Utilities (including underground stormwater piping) and multi-use path connections may be located anywhere within the landscape area.
 2. *Side yard landscape area.* Ten feet in depth along side property lines unless adjacent to a residential district where buffer requirements will apply.
- g. *Use of existing structure.* When property containing legally conforming structures, under the current zoning, is rezoned to O-1 the dimensional requirements shall be reduced to the extent of, but only at the location of, any encroachment by the structures and said structures shall be considered legal nonconforming structures.
- h. *Lighting and shielding standards.* Lighting shall be placed in a manner to direct light away from any adjacent roadways or nearby residential areas.
- i. *Special locational and spatial requirements.*
1. No more than 50 percent of the required parking can be located in the front yard along the state route as established by the front building line of any structure located on the site.
 2. Outside storage of merchandise or equipment and parts shall be allowed in the rear yards only, subject to minimum screening, setback and buffer requirements. Outside storage shall not exceed 25 percent of the gross floor area of all structures per lot.
 3. All roof-top heating, ventilation, and air conditioning equipment and satellite/communications equipment shall be visually screened from adjacent roads and property zoned residential or A-R. The screen shall extend to the full height of the objects being screened.
 4. For all new construction, garage doors and bays associated with any use within the district shall be located on the side or rear of the principal building, and not facing a state route.
- j. SR 74 South Corridor Sidewalk Requirements. In order to provide for the connection of the sidewalk system installed by GDOT when SR 74 South was widened from two lanes to four lanes, sidewalks are required as an integral component of nonresidential development in this area as identified in the SR 74 South Overlay District in the Fayette County Comprehensive Plan Land Use Element. Said sidewalks shall connect to the existing sidewalks. In the cases where a required sidewalk is to be located on abutting parcels, an alignment shall be established and the sidewalk shall be developed so as to provide for connection at the property line.

Platting and Site Plan

Should this request be approved, the applicant is reminded that before any lots can be sold or building permits issued for the proposed subdivision, the subject property must be platted per the Fayette County Subdivision Regulations, as applicable. After the approval of the Final Plat, the owner/developer must submit a Site Plan that complies with the Fayette County Development Regulations.

Access

The Concept Plan submitted indicates one (1) access from S.R. 74 South. Access must comply with the regulations of the Georgia D.O.T.

E. REVIEW OF CONCEPT PLAN

The applicant is advised that the Concept Plan is for illustration purposes only. Any deficiencies must be addressed at the time of submittal of the Preliminary Plat, Final Plat, and/or Site Plan, as applicable.

Deficiencies include, but are not limited to:

Per the General State Route Overlay, no more than 50 percent of the required parking can be located in the front yard along the state route as established by the front building line of any structure located on the site.

F. DEPARTMENTAL COMMENTS

Water System Water available.

Public Works/Engineering Access to this property is from State Route 74 so permitting for new driveway will be through GDOT. Engineering supports the shared driveway and it is consistent with GDOT's manual.

Environmental Management

Floodplain The property **DOES NOT** contain floodplain per FEMA FIRM panel 13113C0134E dated Sept 26, 2008. The property **DOES NOT** contain additional floodplain delineated in the FC 2013 Future Conditions Flood Study. Per Fayette County Floodplain Management Ordinance the elevation of the lowest floor, including basement and building access of any development shall be a least 3 feet above the base flood elevation or one foot above the future-conditions flood elevation, whichever is higher. A Floodplain Management Plan is required if any development activities are totally or partially within an Area of Special Flood Hazard as defined by the Floodplain Management Ordinance.

Wetlands The property **DOES NOT** contain wetlands per the U.S. Department of the Interior, Fish and Wildlife Service 1994 National Wetland Inventory Map. Per Section 8-4 of Fayette County Development Regulations, the applicant must obtain all required permits from the U.S. Army Corps of Engineers prior to issuance of any permits from Fayette County for any phase of development affecting wetlands.

Watershed If replatted, Watershed Protection **DOES NOT** apply.

Groundwater The property **IS NOT** within a groundwater recharge area.

Stormwater This development is subject to the Post-Development Stormwater Management Ordinance.

Environmental Health Department This department has no objection to the proposed rezoning to develop an office building. The applicant will need to submit a level 3 soils report by a Georgia Certified Soil Classifier at the time of septic permit application with this department.

Fire The Bureau of Fire Prevention will neither approve nor deny requests that fall outside scope of ISO requirements.

Georgia Department of Transportation We like to see the driveway split the divided property line, other than we are good.

STAFF ANALYSIS

This request is based on the petitioner's intent to rezone said property from A-R to O-I for the purpose of developing Office Building. Per Section 110-300 of the Fayette County Zoning Ordinance, Staff makes the following evaluations:

1. The subject property lies within an area designated for Office and is in the area of the SR 74 South Overlay District. This request conforms to the Fayette County Comprehensive Plan.
2. The proposed rezoning will not adversely affect the existing use or usability of adjacent or nearby property.
3. The proposed rezoning will not result in a burdensome use of roads, utilities, or schools.
4. Existing conditions and the area's development as a single-family residential district and office area support this petition.

Based on the foregoing Investigation and Staff Analysis, Staff recommends **APPROVAL.**

1254-16
Aerial Map



**SUBJECT
PROPERTY**

SR 7A

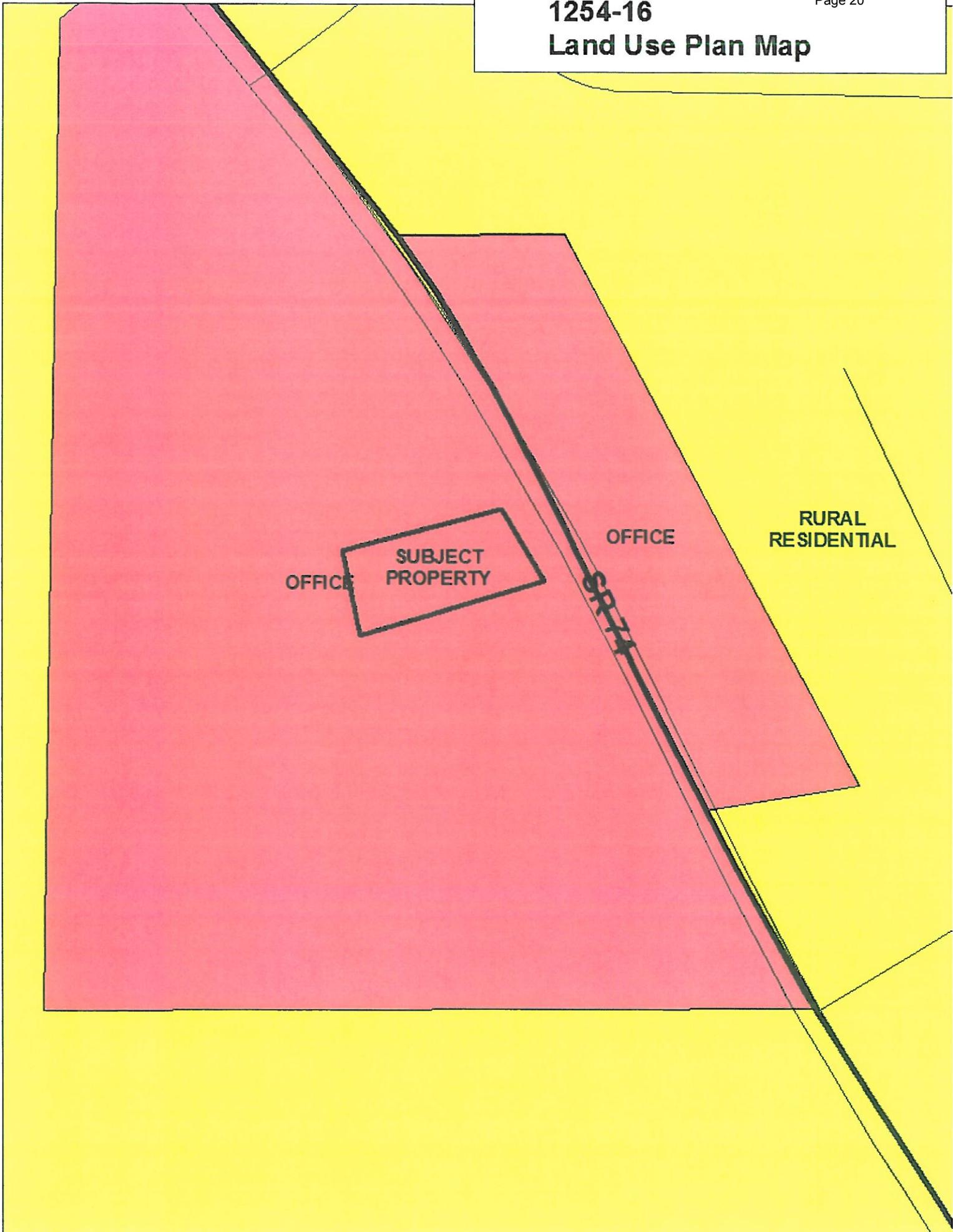
1254-16

Land Use Plan Map

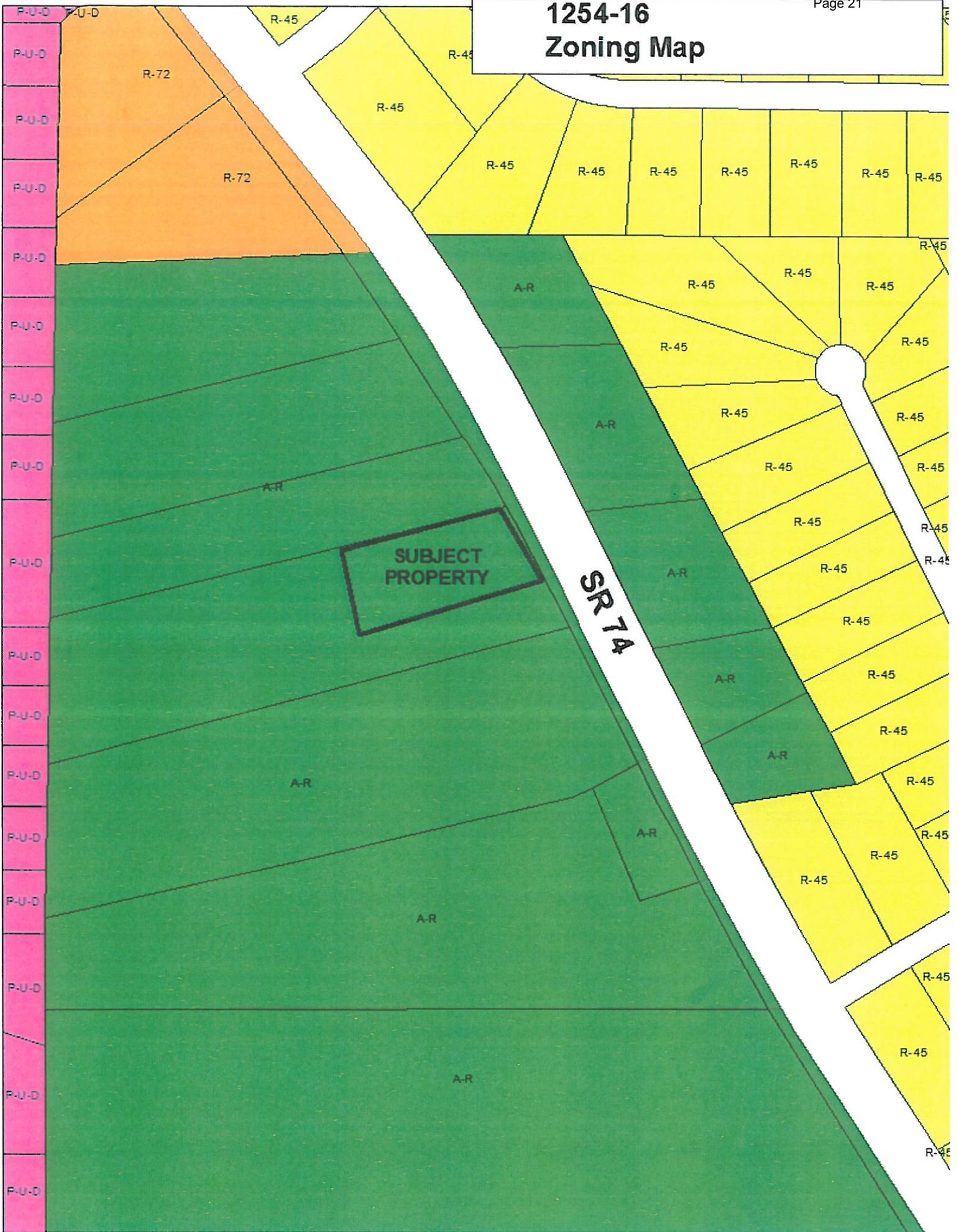
OFFICE
SUBJECT
PROPERTY

OFFICE

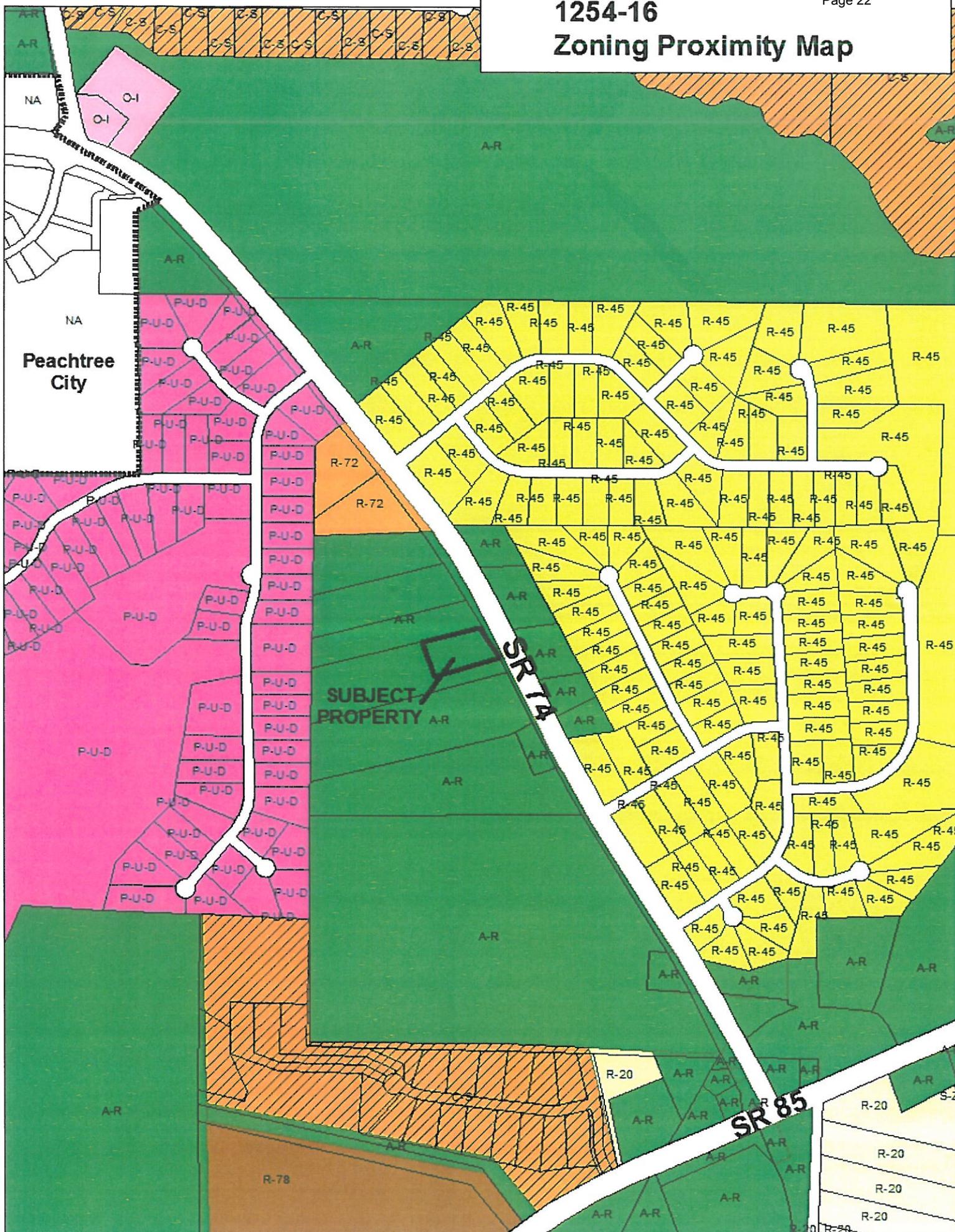
RURAL
RESIDENTIAL



1254-16 Zoning Map



1254-16 Zoning Proximity Map



APPLICATION TO AMEND
TO AMEND THE OFFICIAL ZONING MAP OF FAYETTE COUNTY, GA

PROPERTY OWNERS: X Gary and Kaoru Sloan

MAILING ADDRESS: 130 Morillion Hills Peachtree City, GA 30269

PHONE: [REDACTED] FAX: [REDACTED]

AGENT FOR OWNERS: Mark Whitley

MAILING ADDRESS: 38 E MAIN ST HAWTON GA 30228

PHONE: [REDACTED] FAX: [REDACTED]

E-MAIL: [REDACTED]

PROPERTY LOCATION: LAND LOT 7 LAND DISTRICT 4 PARCEL 0604-037Y
LAND LOT _____ LAND DISTRICT _____ PARCEL _____

TOTAL NUMBER OF ACRES REQUESTED TO BE REZONED: 1.50 AC.

EXISTING ZONING DISTRICT: A-R PROPOSED ZONING DISTRICT: O-I

ZONING OF SURROUNDING PROPERTIES: A-R

PRESENT USE OF SUBJECT PROPERTY: OPEN UNDEVELOPED

PROPOSED USE OF SUBJECT PROPERTY: OFFICE BUILDING

LAND USE PLAN DESIGNATION: O-I

NAME AND TYPE OF ACCESS ROAD: GA. HWY 74 SOUTH

LOCATION OF NEAREST WATER LINE: AT R/W ADJACENT TO SUBJECT PROP.

(THIS AREA TO BE COMPLETED BY STAFF): PETITION NUMBER: ZA - 1254 - 16

Application Insufficient due to lack of: _____

by Staff: _____ Date: _____

Application and all required supporting documentation is Sufficient and Complete

by Staff: [Signature] Date: 1/29/16

DATE OF PLANNING COMMISSION HEARING: March 3, 2016

DATE OF COUNTY COMMISSIONERS HEARING: March 24, 2016

Received from Whitley Engineering, Inc. a check in the amount of \$ 250.00 for application filing fee, and \$ 20.00 for deposit on frame for public hearing sign(s). 270.00

Date Paid: 1/29/16 Receipt Number: # 5116714
5119996

PROPERTY OWNER CONSENT AND AGENT AUTHORIZATION FORM Page 24
(Applications require authorization by ALL property owners of subject property).

Name(s) of All Property Owners of Record found on the latest recorded deed for the subject property:

x Gary Sloan Kaoru Sloan
Please Print Names

Property Tax Identification Number(s) of Subject Property: 0604-037Y

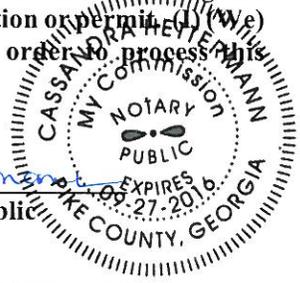
(I am) (we are) the sole owner(s) of the above-referenced property requested to be rezoned. Subject property is located in Land Lot(s) 7 of the 6TH District, and (if applicable to more than one land district) Land Lot(s) of the District, and said property consists of a total of acres (legal description corresponding to most recent recorded plat for the subject property is attached herewith).

(I) (We) hereby delegate authority to Mark Whitley (Whitley Engineering) to act as (my) (our) Agent in this rezoning. As Agent, they have the authority to agree to any and all conditions of zoning which may be imposed by the Board.

(I) (We) certify that all of the information filed with this application including written statements or showings made in any paper or plans submitted herewith are true and correct to the best of (my) (our) knowledge and belief. Further, (I) (We) understand that this application, attachments and fees become part of the official records of the Fayette County Zoning Department and may not be refundable. (I) (We) understand that any knowingly false information given herein by me/us will result in the denial, revocation or administrative withdrawal of the application or permit. (I) (We) further acknowledge that additional information may be required by Fayette County in order to process this application.

x Gary Sloan
Signature of Property Owner 1
130 Morillion Hills Peachtree City, GA
Address

Cassandra Hottelmann
Signature of Notary Public
1-23-16
Date



x M. U. R.
Signature of Property Owner 2
130 Morillion Hills Peachtree City, GA
Address

Cassandra Hottelmann
Signature of Notary Public
1-23-16
Date

Signature of Property Owner 3
Address

Signature of Notary Public
Date

Signature of Authorized Agent
Address

Signature of Notary Public
Date

NAME: Gary Sloan Kaoru Sloan PETITION NUMBER: _____

ADDRESS: 130 Morallion Hills Peachtree City, GA

PETITION FOR REZONING CERTAIN PROPERTY IN THE UNINCORPORATED AREAS OF FAYETTE COUNTY, GEORGIA.

Gary Sloan affirms that he is the owner or the specifically authorized agent of the property described below. Said property is located in a(n) A-R Zoning District. He/She respectfully petitions the County to rezone the property from its present classification and tenders herewith the sum of \$ _____ to cover all expenses of public hearing. He/She petitions the above named to change its classification to C-I.

This property includes: (check one of the following)

See attached legal description on recorded deed for subject property or

Legal description for subject property is as follows:

SEE EXHIBIT "A" ATTACHED

PUBLIC HEARING to be held by the Planning Commission of Fayette County on the _____ day of _____, 20____ at 7:00 P.M.

PUBLIC HEARING to be held by the Board of Commissioners of Fayette County on the _____ day of _____, 20____ at 7:00 P.M.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 25 DAY OF Jan, 2014.

Cassandra Hettermann
NOTARY PUBLIC

Gary Sloan M.U.S.
APPLICANT'S SIGNATURE



AGREEMENT TO DEDICATE PROPERTY FOR FUTURE RIGHT-OF-WAY

I/We, x Gary Sloan Kaoru Sloan, said property owner(s) of subject property requested to be rezoned, hereby agree to dedicate, at no cost to Fayette County, _____ feet of right-of-way along _____ as measured from the centerline of the road.

Based on the Future Thoroughfare Plan Map streets have one of the following designations and the Fayette County Development Regulations require a minimum street width as specified below:

Local Street (Minor Thoroughfare) 60 foot right-of-way (30' measured from each side of road centerline)

Collector Street (Major Thoroughfare) 80 foot right-of-way (40' measured from each side of road centerline)

Arterial Street (Major Thoroughfare) 100 foot right-of-way (50' measured from each side of road centerline)

Sworn to and subscribed before me this 25 day of Jan, 2014.

x [Signature]
SIGNATURE OF PROPERTY OWNER

x [Signature]
SIGNATURE OF PROPERTY OWNER

Cassandra Hettermann
NOTARY PUBLIC



N/A
NOT REQUIRED
BY GA D.O.T.

DEVELOPMENTS OF REGIONAL IMPACT (DRI)

Rezoning Applicant:

- A. Please review the attached "Developments of Regional Impact Tiers and Development Thresholds" established by the Georgia Department of Community Affairs (DCA) to determine if the proposed project meets or exceeds these thresholds. If the proposed project does not meet the established thresholds (is less than those listed) then skip to section C. below and complete.

- B. If the project does meet or exceed the established thresholds for the type of development proposed, the Georgia Department of Community Affairs (DCA) "Developments of Regional Impact: Request for Review Form" is available online at the following website address: www.dca.state.ga.us/DRI/.

- C. I have reviewed and understand the attached "Thresholds: Developments of Regional Impact".
 - [] The proposed project related to this rezoning request DOES NOT meet or exceed the established DRI thresholds
 - [] The proposed project related to this rezoning request DOES meet or exceed the established DRI thresholds and documentation regarding the required DRI Request for Review Form is attached.

Signed this _____ day of _____, 20_____.



 APPLICANT=S SIGNATURE

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Public Hearing of the request of Petition No. 1255-16, Morris E. Lewis Jr., Owner, rezone 2.15 acres from A-R to R-70 to develop a Single-Family Residential Subdivision with said property located in Land Lot(s) 224 & 225 of the 13th District and fronting on Wagon Wheel Trail with one (1) condition.

Background/History/Details:

Staff recommends approval of rezoning Petition 1255-16.

The Planning Commission recommended approval of rezoning Petition 1255-16.

This item was presented on the March 3, 2016 Planning Commission meeting agenda. Mr. Al Gilbert made a motion to recommend approval of the zoning petition with one (1) condition. Mr. John Culbreth seconded the motion. The motion passed 4-0. Chairman Jim Graw was absent from the meeting.

The recommended condition is:

The owner / developer shall provide, at no cost to Fayette County, a quit-claim deed for 30 feet of right-of-way as measured from the centerline of Wagon Wheel Trail prior to the approval of the Final Plat and said dedication area shall be shown on the Final Plat.

What action are you seeking from the Board of Commissioners?

Approval of the request of Petition No. 1255-16, Morris E. Lewis Jr., Owner, rezone 2.15 acres from A-R to R-70 to develop a Single-Family Residential Subdivision with said property located in Land Lot(s) 224 & 225 of the 13th District and fronting on Wagon Wheel Trail.

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:

1255-16**RECOMMENDED CONDITIONS**

If this petition is approved by the Board of Commissioners, it should be approved R-70 **CONDITIONAL** subject to the following enumerated conditions. Where these conditions conflict with the provisions of the Zoning Ordinance, these conditions shall supersede unless otherwise specifically stipulated by the Board of Commissioners.

1. The owner/developer shall provide, at no cost to Fayette County, a quit-claim deed for 30 feet of right-of-way as measured from the centerline of Wagon Wheel Trail prior to the approval of the Final Plat and said dedication area shall be shown on the Final Plat.

PLANNING COMMISSION RECOMMENDATION

DATE: March 3, 2016

TO: Fayette County Commissioners

The Fayette County Planning Commission recommends that Petition No. 1255-16, the application of Morris E. Lewis Jr. to rezone 2.15 from A-R to R-70, be:

Approved Withdrawn Disapproved

Tabled until _____

This is forwarded to you for final action.

JIM GRAW, CHAIRMAN

ABSENT

ARNOLD MARTIN, III, VICE-CHAIRMAN

4-0

AL GILBERT

BRIAN HAREN

JOHN CULBRETH, SR.

Remarks:

(Planning Commission Meeting Minutes 3/3/2016)

- 4. Consideration of Petition No. 1255-16, Morris E. Lewis Jr., Owner, request to rezone 2.15 acres from A-R to R-70 to develop a Single-Family Residential Subdivision. This property is located in Land Lot(s) 224 & 225 of the 13th District and front on Wagon Wheel Trail.**

Vice-Chairman Martin stated that the Planning Commission does not have a full board and the petitioner has the opportunity to table for another time.

Morris Lewis said that he would like to move forward. He stated that he resides next door to the property. He said that he promised to build his wife a house and the land came on the market at a good price. He added that in order for him to build her the house she wanted he would need to sell a portion of the land. He said that a family friend would be buying that piece of land from him to absorb some of the cost of construction for his new house. He said he would be happy to answer any questions from the board.

Vice-Chairman Martin asked if there was anyone in opposition of the petition. Hearing no opposition he closed the public hearing portion of the meeting, and brought the petition before the Planning Commission to discuss.

Brian Haren asked Morris Lewis if he owned the entire parcel that the lot is being subdivided out of.

Morris Lewis replied yes sir.

Brian Haren asked if he was going to sell off a portion or most of what is left over. Morris Lewis replied that he is only selling two (2) acres of land and the remaining will be his.

Al Gilbert asked about the condition on the property.

Brian Haren replied that it was a quit-claim deed for right-of-way.

Al Gilbert asked Morris Lewis if seen the recommended condition.

Morris Lewis replied no.

Pete Frisina replied that it's the dedication of right-of way.

Brian Haren read the condition:

The owner/developer shall provide, at no cost to Fayette County, a quit-claim deed for 30 feet of right-of-way as measured from the centerline of Wagon Wheel Trail prior to the approval of the Final Plat and said dedication area shall be shown on the Final Plat.

Morris Lewis said he has no problems with complying with the condition. He said that he believes when W.D. Gray (surveyor) did the plat he indicated the dedication of right-of-way on it.

Vice-Chairman Martin asked if there were any other questions for Morris Lewis.

Al Gilbert made a motion to recommend approval of Petition 1255-16 with one (1) condition. John Culbreth seconded the motion. The motion passed 4-0. Chairman Graw was absent from the meeting.

PETITION NO: 1255-16

REQUESTED ACTION: A-R to R-70

PROPOSED USE: Single-Family Residential

EXISTING USE: Agricultural Residential

LOCATION: Wagon Wheel Trail

DISTRICT/LAND LOT(S): 13th District, Land Lot(s) 224, 225

OWNER: Morris E. Lewis Jr.

PLANNING COMMISSION PUBLIC HEARING: March 3, 2016

BOARD OF COMMISSIONERS PUBLIC HEARING: March 24, 2016

APPLICANT'S INTENT

Applicant proposes to develop one (1) Single-Family Residential lot consisting of 2.15 acres.

STAFF RECOMMENDATION

APPROVAL WITH ONE (1) CONDITION

INVESTIGATION

A. PROPERTY SITE

The subject property is a 2.15 tract fronting on Wagon Wheel Trail in Land Lot(s) 224, 225 of the 13th District. Wagon Wheel Trail is classified as a Local road on the Fayette County Thoroughfare Plan. The subject property is undeveloped and is currently zoned A-R.

B. SURROUNDING ZONING AND USES

The general situation is a 2.15 tract that is zoned A-R. In the vicinity of the subject property is land which is zoned A-R , R-75, & R-50. See the following table and also the attached Zoning Location Map.

The subject property is bound by the following adjacent zoning districts and uses:

Direction	Acreeage	Zoning	Use	Comprehensive Plan
North (across Wagon Wheel Trail)	54.20	A-R	Undeveloped	Low Density Residential (1 Unit/1 to 2 Acres)
South and West (remainder of parent tract)	11.28	A-R	Undeveloped	Low Density Residential (1 Unit/1 to 2 Acres)
East	2.00	A-R	Undeveloped	Low Density Residential (1 Unit/1 to 2 Acres)
	6.90	A-R	Undeveloped	Low Density Residential (1 Unit/1 to 2 Acres)

C. COMPREHENSIVE PLAN

The subject property lies within an area designated for Low Density Residential (1 Unit/1 to 2 Acres). This request conforms to the Fayette County Comprehensive Plan.

D. ZONING/REGULATORY REVIEW

The applicant seeks to rezone A-R from to R-70 for the purpose of developing one (1) Single-Family Residential lot.

Platting

Should this request be approved, the applicant is reminded that before any lot can be sold or building permits issued, the subject property must be platted per the Fayette County Subdivision Regulations, as applicable.

Right-of-Way Requirements

Per Engineering/Public Works, Wagon Wheel Trail has 40 feet of right-of-way in this area and the Concept Plan indicates the same. As a Local road, Wagon Wheel Trail requires 60 feet of right-of-way. Per Section 104.52 of the Fayette County Development Regulations, should a proposed development adjoin an existing street, the developer shall dedicate additional right-of-way to meet one-half the minimum right-of-way requirement for the applicable functional classification as indicated on the Fayette County Thoroughfare Plan of the adjoining street.

E. DEPARTMENTAL COMMENTS

Water System Water not available. Over 2,500' from closest main.

Public Works/Engineering Needed ROW dedication is as indicated on plat. Sight distance is sufficient in either direction for a driveway. No other comments by Engineering.

Environmental Management

Floodplain The property **DOES NOT** contain floodplain per FEMA FIRM panel 13113C0017E dated Sept 26, 2008. The property **DOES NOT** contain additional floodplain delineated in the FC 2013 Future Conditions Flood Study. Per Fayette County Floodplain Management Ordinance the elevation of the lowest floor, including basement and building access of any development shall be a least 3 feet above the base flood elevation or one foot above the future-conditions flood elevation, whichever is higher. A Floodplain Management Plan is required if any development activities are totally or partially within an Area of Special Flood Hazard as defined by the Floodplain Management Ordinance.

Wetlands The property **DOES NOT** contain wetlands per the U.S. Department of the Interior, Fish and Wildlife Service 1994 National Wetland Inventory Map. Per Section 8-4 of Fayette County Development Regulations, the applicant must obtain all required permits from the U.S. Army Corps of Engineers prior to issuance of any permits from Fayette County for any phase of development affecting wetlands.

Watershed If replatted, Watershed Protection **DOES** apply. Any state waters identified on site are subject to a 50 ft. watershed buffer measured from wrested vegetation and a 25 ft. setback as measured from the buffer.

Groundwater The property **IS** within a groundwater recharge area.

Stormwater This development **IS NOT** subject to the Post-Development Stormwater Management Ordinance.

Environmental Health Department This department has no objection to requested rezoning of site to develop a single-family residential lot (2.15 Ac). This department has received a level 3 soils report by Larry McEver, RE for the proposed property.

Fire The Bureau of Fire Prevention will neither approve nor deny requests that fall outside scope of ISO requirements.

STAFF ANALYSIS

This request is based on the petitioner's intent to rezone said property from A-R to R-70 for the purpose of developing one (1) Single-Family Residential lot. Per Section 110-300 of the Fayette County Zoning Ordinance, Staff makes the following evaluations:

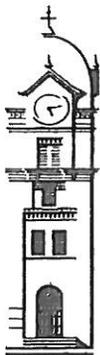
1. The subject property lies within an area designated for Low Density Residential (1 Unit/ 1 to 2 Acres). This request conforms to the Fayette County Comprehensive Plan.
2. The proposed rezoning will not adversely affect the existing use or usability of adjacent or nearby property.
3. The proposed rezoning will not result in a burdensome use of roads, utilities, or schools.
4. Existing conditions and the area's continuing development as a single-family residential district support this petition.

Based on the foregoing Investigation and Staff Analysis, Staff recommends **APPROVAL WITH ONE (1) CONDITION** .

RECOMMENDED CONDITIONS

If this petition is approved by the Board of Commissioners, it should be approved R-70 **CONDITIONAL** subject to the following enumerated conditions. Where these conditions conflict with the provisions of the Zoning Ordinance, these conditions shall supersede unless otherwise specifically stipulated by the Board of Commissioners.

1. The owner/developer shall provide, at no cost to Fayette County, a quit-claim deed for 30 feet of right-of-way as measured from the centerline of Wagon Wheel Trail prior to the approval of the Final Plat and said dedication area shall be shown on the Final Plat.



Fayette
COUNTY

"WHERE QUALITY
IS A LIFESTYLE"

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

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

, 2015
Morris E. Lewis Jr.
298 Wagon Wheel Trail
Fayetteville, GA30214

Re: Petition No. 1255-16

Dear Applicant:

This is to notify you of the hearing to be held before the Planning Commission on **Thursday, March 3, 2016** and before the Board of Commissioners on **Thursday, March 24, 2016 at 7:00 P.M.** at the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia, first floor. The purpose of this hearing is to consider the above referenced petition to rezone 2.15 from A-R to R-70. It is necessary that the owner or the agent be present at these hearings.

In order for your sign deposit to be refunded, you must return the metal sign post(s) to the Planning & Zoning Department, 140 Stonewall Avenue West, Suite 202, Fayetteville, Georgia, within five (5) working days after the Board of Commissioners' meeting.

If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

P. C. Secretary

REZONING APPLICATION EVALUATION

PETITION NO.: 1255-16

APPLICANT: Morris E. Lewis Jr.
298 Wagon Wheel Trail
Fayetteville, GA
30214

LOCATION OF PROPERTY: Land Lot(s) 224, 225 of the 13th District and fronts on Wagon Wheel Trail.

SIZE: 2.15

REQUEST: Request to rezone 2.15 from A-R to R-70 to develop a Single-Family Residential.

COMMENTS:

- ___ JIMMY HALL, FIRE MARSHAL
- ___ MATT BERGEN, WATER SYSTEM MANAGER
- ___ PHIL MALLON, DIRECTOR OF PUBLIC WORKS/ENGINEERING
- ___ VANESSA BIRRELL, ENVIRONMENTAL MANAGEMENT
- ___ BRIAN EUBANKS, SHERIFF OFFICE/TRAFFIC
- ___ STEVE TAFOYA, PLAN REVIEWER
- ___ ROBERT KURBES, ENVIRONMENTAL HEALTH
- ___ BOARD OF EDUCATION
- ___ GDOT (S.R. ONLY-INCLUDE ADDITIONAL REQUIRED R/W)
- ___ FALCON FIELD AIRPORT MANAGER (NEW TOWER ONLY)
- ___ OTHER:

COMMENTS TO BE RETURNED TO THE ZONING DEPT. BY 2/11/2016.

POSTING OF PROPERTY

PETITION NO.: 1255-16

APPLICANT: Morris E. Lewis Jr.
298 Wagon Wheel Trail
Fayetteville, GA
30214

LOCATION OF PROPERTY: Land Lot(s) 224, 225 of the 13th District and fronts on Wagon Wheel Trail.

REQUEST: Request to rezone 2.15 from A-R to R-70 to develop a Single-Family Residential.

I hereby certify that a sign was posted for the above-referenced application in conformance with Article XI of the Fayette County Zoning Ordinance.

OFFICIAL

DATE

Sworn to and subscribed before me this

_____ day of _____, 20_____.

NOTARY

Post _____ sign(s).

PLANNING COMMISSION RECOMMENDATION

DATE: March 3, 2016

TO: Fayette County Commissioners

The Fayette County Planning Commission recommends that Petition No. 1255-16, the application of Morris E. Lewis Jr. to rezone 2.15 from A-R to R-70, be:

Approved Withdrawn Disapproved
 Tabled until _____

This is forwarded to you for final action.

JIM GRAW, CHAIRMAN

ARNOLD MARTIN, III, VICE-CHAIRMAN

AL GILBERT

BRIAN HAREN

JOHN CULBRETH, SR.

Remarks:

PLANNING COMMISSION REZONING REPORT

PETITION NO.: 1255-16

APPLICANT: Morris E. Lewis Jr.
298 Wagon Wheel Trail
Fayetteville, GA
30214

STAFF RECOMMENDATION:

PLANNING COMMISSION HEARING: March 3, 2016

PLANNING COMMISSION RECOMMENDATION:

BOARD OF COMMISSIONERS HEARING: March 24, 2016

COMMISSION DECISION: _____

REQUEST: Request to rezone 2.15 from A-R to R-70 to develop a Single-Family Residential.

PARCEL SIZE: 2.15

EXISTING USE: Agricultural Residential

PROPOSED USE: Single-Family Residential

LOCATION: Land Lot 224, 225 of the 13th District and fronts on Wagon Wheel Trail

ZONING OF SURROUNDING PROPERTY: A-R , R-75, & R-50

LAND USE PATTERN: Low Density Residential (1 Unit/ 1 to 2 Acres)

REASON(S) FOR RECOMMENDATION:

In compliance with the Fayette County Comprehensive Plan.
Compatible with the surrounding area.

**STATE OF GEORGIA
COUNTY OF FAYETTE**

RESOLUTION

NO. 1255-16

WHEREAS, Morris E. Lewis Jr., Owner, and , Agent, having come before the Fayette County Planning Commission on March 3, 2016, requesting an amendment to the Fayette County Zoning Map pursuant to "The Zoning Ordinance of Fayette County, Georgia, 2010"; and

WHEREAS, said request being as follows: Request to rezone 2.15 from A-R to R-70, in the area of Wagon Wheel Trail, Land Lot 224, 225 of the 13th District, for the purpose of developing a Single-Family Residential; and

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

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

This decision is based on the following reasons:

In compliance with the Fayette County Comprehensive Plan.
Compatible with the surrounding area.

**PLANNING COMMISSION
OF
FAYETTE COUNTY**

ATTEST:

**JIM GRAW
CHAIRMAN**

PC SECRETARY

**STATE OF GEORGIA
COUNTY OF FAYETTE**

RESOLUTION

NO. 1255-16

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WHEREAS, said request being as follows: Request to rezone 2.15 from A-R to R-70, in the area of Wagon Wheel Trail, Land Lot 224, 225 of the 13th District, for the purpose of developing a Single-Family Residential; and

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

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

This decision is based on the following reason:

Not compatible with the surrounding area.

**PLANNING COMMISSION
OF
FAYETTE COUNTY**

ATTEST:

**JIM GRAW
CHAIRMAN**

PC SECRETARY

**1255-16
Aerial Map**



Land Use Plan Map

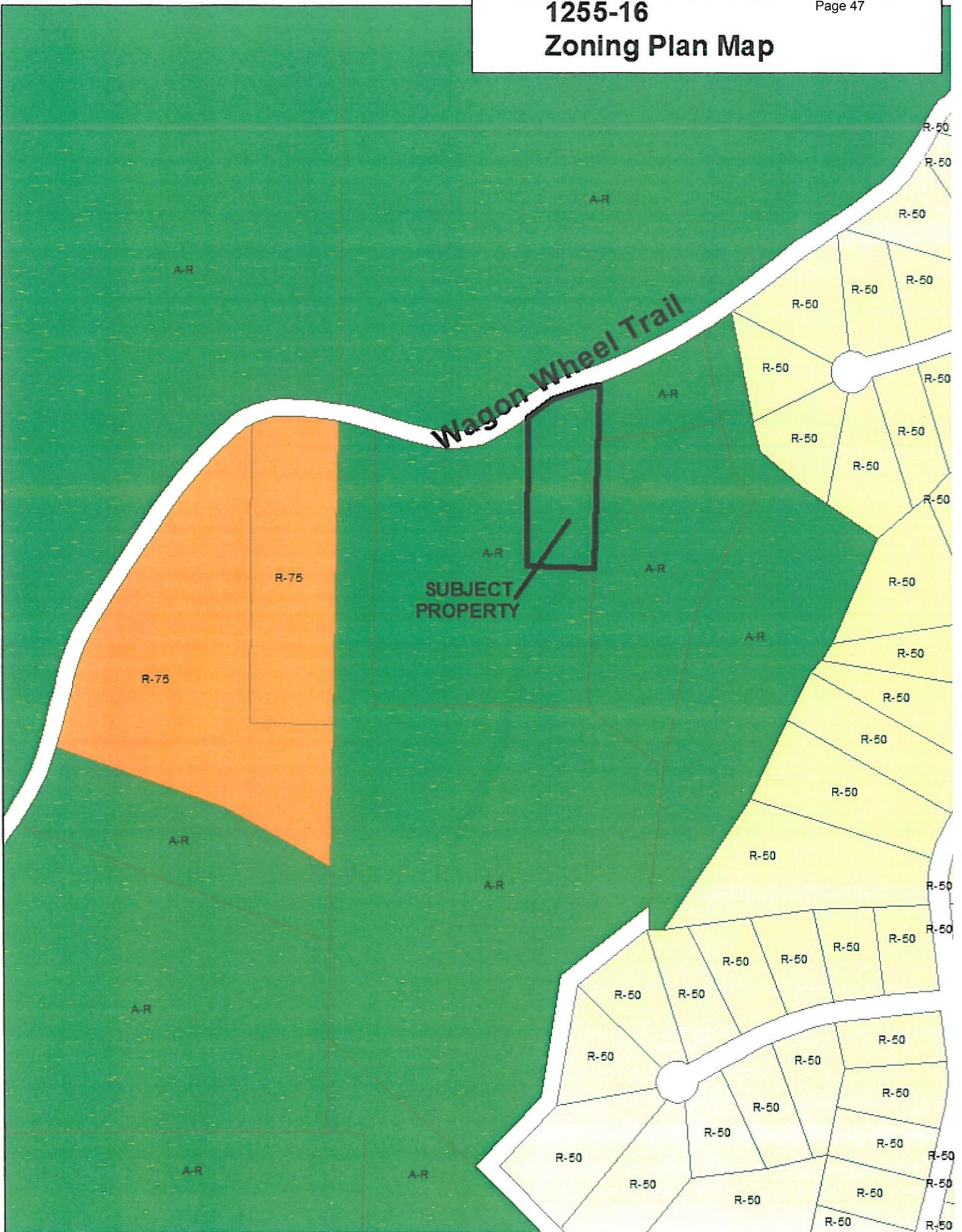
Wagon Wheel Trail

SUBJECT
PROPERTY

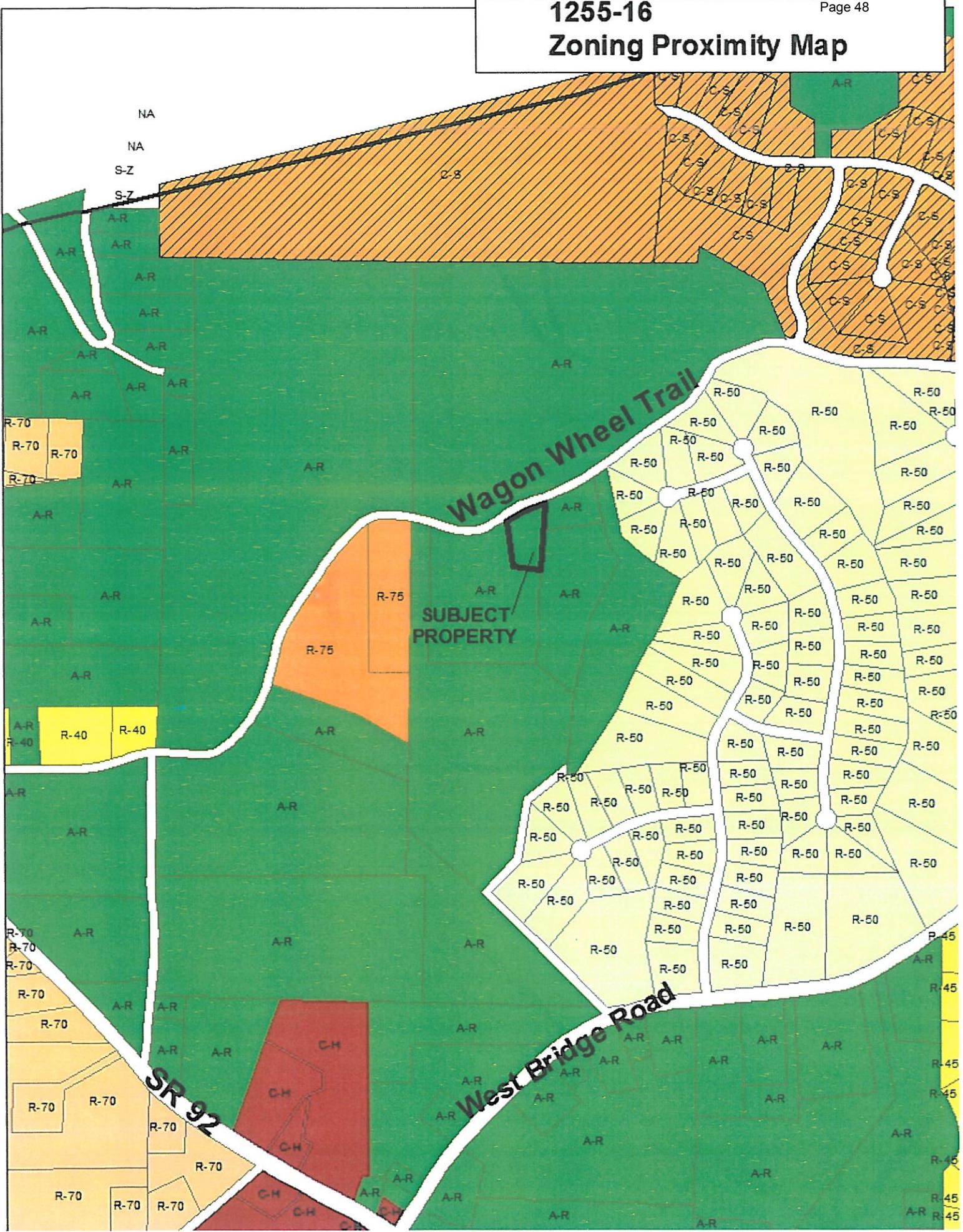


LOW DENSITY
RESIDENTIAL

1255-16 Zoning Plan Map



Zoning Proximity Map



APPLICATION TO AMEND
TO AMEND THE OFFICIAL ZONING MAP OF FAYETTE COUNTY, GA

PROPERTY OWNERS: MORRIS E LEWIS JR

MAILING ADDRESS: x 2918 WAGON WHEEL TRAIL

PHONE: x [REDACTED] FAX: N/A

AGENT FOR OWNERS: self

MAILING ADDRESS: _____

PHONE: _____ FAX: _____

E-MAIL: x [REDACTED]

PROPERTY LOCATION: LAND LOT 134^{1/2} LAND DISTRICT 224 PARCEL _____
LAND LOT 13^{1/2} LAND DISTRICT 225 PARCEL _____

TOTAL NUMBER OF ACRES REQUESTED TO BE REZONED: 2.15 ac

EXISTING ZONING DISTRICT: A-R PROPOSED ZONING DISTRICT: _____

ZONING OF SURROUNDING PROPERTIES: A-R & R-75 & R-50

PRESENT USE OF SUBJECT PROPERTY: Ag-Residential

PROPOSED USE OF SUBJECT PROPERTY: Single-Family / Residential

LAND USE PLAN DESIGNATION: _____

NAME AND TYPE OF ACCESS ROAD: Wagon Wheel Road - (Gravel/Dirt)

LOCATION OF NEAREST WATER LINE: _____

(THIS AREA TO BE COMPLETED BY STAFF): PETITION NUMBER: EA-1255-16

Application Insufficient due to lack of: _____

by Staff: _____ Date: _____

Application and all required supporting documentation is Sufficient and Complete

by Staff: [Signature] Date: 2/1/16

DATE OF PLANNING COMMISSION HEARING: March 3, 2016

DATE OF COUNTY COMMISSIONERS HEARING: March 24, 2016

Received from _____ a check in the amount of \$ 250.00 for application filing fee, and \$ 20.00 for deposit on frame for public hearing sign(s).

Date Paid: 2/1/16 Receipt Number: _____

PROPERTY OWNER CONSENT AND AGENT AUTHORITY
(Applications require authorization by ALL property owners of subject property).

Name(s) of All Property Owners of Record found on the latest recorded deed for the subject property:

MORRIS E LEWIS JR
Please Print Names

Property Tax Identification Number(s) of Subject Property: _____
(I am) (we are) the sole owner(s) of the above-referenced property requested to be rezoned. Subject property is located in Land Lot(s) 224 & 225 of the 13th District, and (if applicable to more than one land district) Land Lot(s) _____ of the _____ District, and said property consists of a total of _____ acres (legal description corresponding to most recent recorded plat for the subject property is attached herewith).

(I) (We) hereby delegate authority to _____ to act as (my) (our) Agent in this rezoning. As Agent, they have the authority to agree to any and all conditions of zoning which may be imposed by the Board.

(I) (We) certify that all of the information filed with this application including written statements or showings made in any paper or plans submitted herewith are true and correct to the best of (my) (our) knowledge and belief. Further, (I) (We) understand that this application, attachments and fees become part of the official records of the Fayette County Zoning Department and may not be refundable. (I) (We) understand that any knowingly false information given herein by me/us will result in the denial, revocation or administrative withdrawal of the application or permit. (I) (We) further acknowledge that additional information may be required by Fayette County in order to process this application.

X [Signature]
Signature of Property Owner 1

242 WAGON WHEEL TRAIL
Address

Signature of Property Owner 2

Address

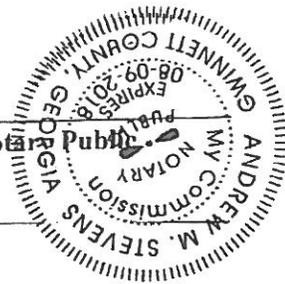
Signature of Property Owner 3

Address

Signature of Authorized Agent

Address

[Signature]
Signature of Notary Public
2/1/16
Date



Signature of Notary Public

Date

Signature of Notary Public

Date

Signature of Notary Public

Date

NAME: X MORRIS E. LEWIS JR. PETITION NUMBER: ZA-12 Page 5116

ADDRESS: X 298 NACCH WHEEL TRAIL, FAYETTEVILLE, GA 30214

PETITION FOR REZONING CERTAIN PROPERTY IN THE UNINCORPORATED AREAS OF FAYETTE COUNTY, GEORGIA.

X MORRIS E. LEWIS JR. affirms that he is the owner or the specifically authorized agent of the property described below. Said property is located in a(n) A-R Zoning District. He/She respectfully petitions the County to rezone the property from its present classification and tenders herewith the sum of \$ _____ to cover all expenses of public hearing. He/She petitions the above named to change its classification to _____.

This property includes: (check one of the following)

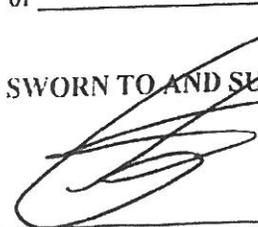
See attached legal description on recorded deed for subject property or

Legal description for subject property is as follows:

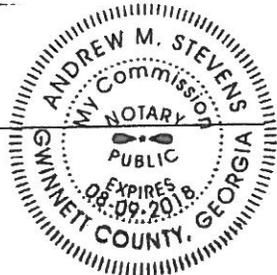
PUBLIC HEARING to be held by the Planning Commission of Fayette County on the 3rd day of March, 20 16 at 7:00 P.M.

PUBLIC HEARING to be held by the Board of Commissioners of Fayette County on the 24th day of March, 20 16 at 7:00 P.M.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 1st DAY OF February, 20 16,



NOTARY PUBLIC



X 

APPLICANT'S SIGNATURE

AGREEMENT TO DEDICATE PROPERTY FOR FUTURE RIGHT-OF-WAY

I/We, X MORRIS E LEWIS JR, said property owner(s) of subject property requested to be rezoned, hereby agree to dedicate, at no cost to Fayette County, _____ feet of right-of-way along _____ as measured from the centerline of the road.

Based on the Future Thoroughfare Plan Map streets have one of the following designations and the Fayette County Development Regulations require a minimum street width as specified below:

Local Street (Minor Thoroughfare) 60 foot right-of-way (30' measured from each side of road centerline)

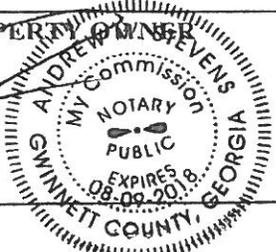
Collector Street (Major Thoroughfare) 80 foot right-of-way (40' measured from each side of road centerline)

Arterial Street (Major Thoroughfare) 100 foot right-of-way (50' measured from each side of road centerline)

Sworn to and subscribed before me this 1st day of February, 2016.

X

SIGNATURE OF PROPERTY OWNER

NOTARY PUBLIC


SIGNATURE OF PROPERTY OWNER

DEVELOPMENTS OF REGIONAL IMPACT (DRI)

Rezoning Applicant:

- A. Please review the attached "Developments of Regional Impact Tiers and Development Thresholds" established by the Georgia Department of Community Affairs (DCA) to determine if the proposed project meets or exceeds these thresholds. If the proposed project does not meet the established thresholds (is less than those listed) then skip to section C. below and complete.

- B. If the project does meet or exceed the established thresholds for the type of development proposed, the Georgia Department of Community Affairs (DCA) "Developments of Regional Impact: Request for Review Form" is available online at the following website address: www.dca.state.ga.us/DRI/.

- C. I have reviewed and understand the attached "Thresholds: Developments of Regional Impact".
 The proposed project related to this rezoning request DOES NOT meet or exceed the established DRI thresholds

 The proposed project related to this rezoning request DOES meet or exceed the established DRI thresholds and documentation regarding the required DRI Request for Review Form is attached.

Signed this 1 day of February, 2016.

X 

APPLICANT'S SIGNATURE

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval to continue the agreement between Fayette County and Georgia Emergency Management-Homeland Security as outlined in the Statewide Mutual Aid and Assistance Agreement, and to authorize the Chairman to sign the agreement.

Background/History/Details:

The State of Georgia is vulnerable to a wide range of natural or man-made disasters / emergencies. The Georgia Emergency Management Act, as amended, gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies, and, through such agreements, to ensure the timely reimbursement of costs incurred by the local governments which render such assistance. Under the act the agency has authority to coordinate assistance between local governments during emergencies and to provide available resources where needed.

The Board of Commissioners approved the original agreement in 2007. This agreement is an update for a four-year period that will expire on March 1, 2020.

What action are you seeking from the Board of Commissioners?

Approval to continue the agreement between Fayette County and Georgia Emergency Management-Homeland Security as outlined in the Statewide Mutual Aid and Assistance Agreement, and to authorize the Chairman to sign the agreement.

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:

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: _____

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to on authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management Agency/Homeland Security (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, (the Act) as amended and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the agreement framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency aspects of resource shortages, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or a national security activity; and,
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statutory or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE VIII IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE IX
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2020. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE X
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Chief Executive Officer - Signature

Chief Executive Officer – Print Name

County/Municipality: _____

Date: ____/____/____

GEMA/HS Director – Signature

GEMA/HS Director – Print Name

Date: ____/____/____

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of staff's recommendation to enter into an Independent Contractor Agreement with Peter D. Nelms to provide grant management services as outlined in the agreement, and to authorize the Chairman to sign the agreement and any related documents.

Background/History/Details:

Pete Nelms has secured numerous grants during his 26 year career totaling millions of dollars of state and federal reimbursement from Federal disaster declarations; and other fire related type grants.

The primary responsibilities for this contractual position is as follows:

1. Administer grant development functions and general grant administration and compliance allowing the County to successfully compete for grant funding.
2. Facilitate acquiring alternative funding/grants to support County programs.
3. Retain and archive grant documentation as required.
4. Effectively work with and communicate with Department Directors and administration to understand the Department/services/program needs.

Pete has a sound understanding of the various departmental operations and functions which will help leverage each County Department's ability in seeking; reporting and implementing their respective grants.

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to enter into an Independent Contractor Agreement with Peter D. Nelms to provide grant management services as outlined in the agreement, and to authorize the Chairman to sign the agreement and any related documents.

If this item requires funding, please describe:

Funds are available in the Finance Department Operating Budget for this position.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

STATE OF GEORGIA

FAYETTE COUNTY

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT (hereinafter referred to as the “Agreement”) made and entered into this ___ day of _____, _____, between Peter D. Nelms (hereinafter referred to as the “Contractor”) and the County of Fayette, Georgia, a political subdivision of the State of Georgia, (hereinafter referred to as the “County”).

WITNESSETH:

WHEREAS, the County desires to engage a provider to provide Grant Management services as more particularly described herein (hereinafter referred to as the “Services”); and

WHEREAS, the Contractor has represented to the County that they are experienced and qualified to provide the Services described herein, and is licensed by the State of Georgia to provide the Services, and the County has relied on such representation;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the County and the Contractor that:

AGREEMENT

1. Scope of Service.

- 1.1 Services. The Services to be performed by the Contractor under this Agreement shall include, but shall not be limited to, the following:
 - 1.1.1 This position will administer grant development functions and general grant administration and compliance allowing the County to successfully compete for grant funding.
 - 1.1.2 Facilitate acquiring alternative funding/grants to support County programs.
 - 1.1.3 Retain and archive grant documentation as required.
 - 1.1.4 Effectively work with and communicate with Department Directors and administration to understand the Department/services/program needs. Understand the various functions of the Departments to effectively assist those Departments seeking and implementing grants.
 - 1.1.5 Plans, organizes, directs and coordinates all aspects of grant related initiatives, including research, acquisition, training and compliance with the terms of the grants and grant process.
 - 1.1.6 Researches grants and funding opportunities for all aspects of County government in conjunction with Department Directors and staff members.
 - 1.1.7 Monitor compliance with grant stipulations and program progress through on-site evaluations and reviews.
 - 1.1.8 Monitor grant administration and grant accounting compliance with federal and state requirements as well as policies and procedures
 - 1.1.9 Provide the Finance Department with centralized administration and coordination of grant activities

- 1.1.10 Prepares grant proposals and provides progress reports to administration and agencies ensuring that deadlines are met
- 1.1.11 Maintains and organizes grant files
- 1.1.12 Collects and manages required financial and program documents for agency audit and reimbursement purposes.
- 1.1.13 Exercise independent judgement and initiative to perform a variety of detailed grants management functions.

1.2 Work Schedule. The Contractor shall perform the Services on behalf of the County; Provide monthly updated reports of work performed and attend meetings as requested during the term of this agreement.

1.3 Standards of Service. In providing the Services to the County, the Contractor shall (1) use their best efforts and professional skills to the maximum benefit of the County; and (2) act in a manner consistent with applicable professional standards.

1.4 Licensure. The Contractor shall take all steps necessary to maintain any licensure and/or certification that may be required to provide the Services, including but not limited to the payment of all required fees and dues and the completion of all required continuing education, if any.

1.5 Records. The Contractor shall keep and maintain records relating to all Services rendered in the form and manner as required by the County from time to time. The Contractor will also be required to prepare reports, correspondence and other documentation as may be requested. All records and related materials belong to the County, as do all files, notes, spreadsheets, and any and all other documents or files concerning the Services or the County.

2. Term and Renewal. The initial term of this agreement shall commence on April 1, 2016 and extend till June 31, 2016. Thereafter, this Agreement may be renewed by the County for two additional one year renewal terms (each a "Renewal Term" and together with the Initial Term, the "Term"), which renewal will be by letter or other written correspondence from the County to Contractor sixty (60) days prior to expiration of the Initial Term or the then current Renewal Term. If the County fails to provide notice of renewal, this Agreement will terminate at the end of the Initial Term or the then current Renewal Term. This Agreement is subject to the multi-year contractual provisions of O.C.G.A. 36-60-13(a).

3. Termination.

3.1 Termination for Cause with Notice. This Agreement may be terminated by either party upon breach of any term, covenant or condition of this Agreement, and the failure to cure any such breach within thirty (30) days following written notice thereof.

3.2 Effects of Termination or Failure to Renew. Upon termination or non-renewal of this Agreement, the Contractor shall:

- (1) Immediately cease all use of, and return to the County within ten (10) days, any and all property of the County in the Contractor's possession at the date of termination furnished by the County; and
- (2) Immediately cease all activities in connection with the Services unless otherwise agreed between the parties. Upon termination or non-renewal of this Agreement, the Contractor and the County shall continue to use their best efforts to conclude transactions that have not been completed

prior to termination or non-renewal.

Upon termination of this Agreement pursuant to this Section, the Contractor shall be entitled to receive any compensation which is accrued and payable under the terms of this Agreement, but unpaid as of the date of said termination.

4. Compensation. In consideration of the Services to be performed by the Contractor under this Agreement, the County agrees to pay the Contractor an annual amount of Forty Thousand Dollars per Term (as defined in Section 2), unless otherwise agreed to by the parties in writing, payable in twelve (12) equal monthly installments each month. The Contractor shall provide to the County such written reports of all hours worked in such format as may be requested by the County.

5. Representations and Warranties of the Contractor. The Contractor hereby warrants and represents and agrees with the County as follows:

5.1 No Authority Needed. No approval, authorization, clearance, licensing, declaration or order of or to any other person or entity is required in order to permit the Contractor to perform the Services under this Agreement.

5.2 No Conflict. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will cause, or give any person ground to cause, the maturity, acceleration or increase of any liability or obligation of the Contractor and will not conflict with, violate or constitute default under any contract, agreement, duty, obligation, or instrument to which the Contractor is a party or to which the Contractor is bound. The Contractor has no other interest which is inconsistent or in conflict with this Agreement, or which would in any way prevent, limit or impair the performance of the Contractor's obligations hereunder.

5.3 Material, Products, Information and Processes. The Contractor represents that he will not bring with her to the County or use in the performance of his duties for the County any material, products, information or processes, whether tangible or intangible, written or otherwise, that belongs to, is claimed by, or is protected by any third party or the Contractor himself, except to the extent (i) it is generally available to the public; or (ii) it has been legally transferred or assigned to the County. The Contractor shall obtain prior written authorization from the County prior to bringing to the County or using in the performance of any Services for the County any such material, products, information or processes.

6. Confidential Information

6.1 Confidential Information. The Contractor acknowledges that, prior to execution of this Agreement and upon execution of this Agreement, the Contractor may have had and may have access to and be provided with certain confidential and proprietary information of the County (hereinafter referred to as "Confidential Information"). Such Confidential Information may include data or information that is important to the County and is not generally known by the public at large, including without limitation, the following, whether disclosed prior to or subsequent to the execution of this Agreement: computer software and source codes; services; ideas or concepts; information about individuals or companies which the County is bound by agreement or otherwise from disclosing; confidential or sealed records; other information designated as confidential.

6.2 Obligations. The Contractor agrees to hold Confidential Information in trust and confidence for the County and not to disclose to any third party, without prior written consent of the County, the Confidential Information. The Contractor further agrees not to use any such

Confidential Information for the Contractor's sole benefit to the exclusion of the County. The Contractor acknowledges that the provision of any such Confidential Information to the Contractor does not convey any ownership or other interest in such information to the Contractor. The Contractor agrees that all records and equipment and other materials relating in any way to such Confidential Information of the County shall be and remain the sole property of the County during and after the term of this Agreement. The Contractor agrees that it shall have no right to print or copy, in whole or in part, any such Confidential Information or any documentation or data pertaining thereto, without the written consent of the County. The Contractor agrees to take reasonable precautions to prevent the disclosure of such Confidential Information to or by its employees or agents, except pursuant to the terms hereof. The Contractor agrees to return all such Confidential Information and all physical embodiments thereof and to return or destroy all electronic versions thereof, upon written request of the County. The Contractor agrees to certify in writing upon written request of the County that the Contractor has complied with all the terms and provisions set forth in this Section. Nothing in this provision is intended to require any act in violation of law.

6.3 Limitations. The Contractor agrees that the obligations in this Section shall apply to the Contractor in perpetuity for all information which is Confidential Information. The obligations in this Section shall not apply with respect to any information that becomes properly known generally to the public; that was properly known by the Contractor before the execution of this Agreement and was not divulged by the County in anticipation of this Agreement; that is developed by the Contractor through entirely independent efforts; that the Contractor obtains from an independent source having a bona fide right to use and disclose such information without limitation; that is required to be disclosed by law, except to the extent eligible for special treatment under and appropriate protective order; or that the County approves for unrestricted use by an express written authorization.

6.4 Subpoena or Court Order. In the event the Contractor becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, court order or similar process) to disclose any Confidential Information, the Contractor shall promptly notify the County of such requirement so that the County may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement with respect to such Confidential Information. In the event that such protective order or other remedy is not obtained, or that the County waives compliance with the provisions hereof, the Contractor agrees to disclose only that portion of the Confidential Information which the Contractor is legally required to disclose.

6.5 Trade Secrets, Confidential and/or Proprietary Information. The County shall regard and preserve as confidential: all trade secrets and/or other proprietary and/or confidential information belonging to the Contractor, including but not limited to scheduling, management, marketing and advertising which have been confidentially disclosed to the County, by reason of the Contractor's relationship with the County. This provision shall not apply to the Contractor's general expertise and know how that the Contractor learned prior to becoming affiliated with the County, nor to Confidential Information that has been voluntarily disclosed to the public by the County, or otherwise entered the public domain through lawful means. Confidential information shall include, but not be limited to, all nonpublic information relating to the Contractor's (i) business, research, development and marketing plans, strategies and forecasts; (ii) business; (iii) products (whether existing, in development, or being contemplated); (iv) customers' identities, usages, and requirements; (v) reports; (vi) formulas; (vii) specifications; (viii) designs, software and other technology; (ix) research and development programs.

7. Independent Contractor. The relationship between the parties shall be solely that of independent contractor. This Agreement does not constitute the hiring of the Contractor as an

employee of the County. The Contractor is not and shall not be deemed or construed to be an agent, employee or representative of the County for any purpose whatsoever. The Contractor is under the control of the County only to the extent of the nature and approximate time of the Services to be performed. The County shall not make any premium payments or contributions for any worker's compensation or unemployment compensation for the Contractor, and shall not make any contributions on the Contractor's behalf for Medicare, Social Security or any other required employment taxes. The Contractor is and shall be responsible for paying all applicable federal and state income and business taxes due to government agencies with respect to the performance of Services under this Agreement. The County is required to and shall provide to the Contractor and to the Internal Revenue Service at the end of the tax year a 1099 Miscellaneous form with respect to compensation paid pursuant to this Agreement. The Contractor shall not be entitled to receive any employment or post-employment benefits from the Employer.

8. Insurance. The Contractor shall obtain and keep in effect throughout any Term hereunder general or professional liability insurance covering its provision of services under this Agreement. Not sure on this

9. Amendments. This Agreement covers the entire understanding of the parties hereto, superseding all prior agreements or understandings relating to any of the subject matters hereof, and no modification or amendments of its terms and conditions shall be effective unless in writing and signed by the parties or their respective duly authorized agents.

10. Headings. This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

11. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall be deemed to constitute one and the same instrument.

12. Gender and Number. This Agreement shall be construed by the actual gender and/or number of the person, persons, entity and/or entities referenced herein, regardless of the gender and/or number used in such reference.

13. Severability. If any provision of this Agreement is held to be unenforceable, this Agreement will be considered divisible and inoperative as to such provision to the extent that such provision is unenforceable, with this Agreement to remain in full force and effect in all other respects. If any provision of this Agreement, although unenforceable as written, may be made enforceable by limitation thereof, then such provision will be enforceable to the maximum extent permitted by applicable law.

14. Survival of Representations and Warranties. All representations, warranties and covenants contained herein shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the County.

15. Expenses. All expenses of the Contractor (including applicable income and other tax results and attorneys' fees) in connection with the preparation, execution and consummation of this Agreement, and in connection with the transactions contemplated herein, shall be paid by the Contractor.

16. Cooperation. Each party hereby agrees to cooperate with the other parties hereto in every reasonable manner and to the fullest extent reasonably requested by the other, as appropriate, to enable the purposes of this Agreement.

17. Presumptions and Interpretation; Governing Law. The parties further agree that should any provision of this Agreement require interpretation or construction, the court, administrative body or other entity interpreting or construing this Agreement shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that all parties and/or their respective attorneys and agents have fully participated in preparation of all provisions of this Agreement. The parties further agree that all matters pertaining to the validity, construction, interpretation or effect of this Agreement shall be governed by the laws of the State of Georgia.

18. Venue; Jurisdiction. Any legal actions instituted by a party hereto shall be brought in the State Court(s) located in Fayette County, Georgia, and the parties consent to the venue therein and the jurisdiction of those courts over the parties and the subject matter, and waive any defenses with respect to venue and jurisdiction.

19. Term of this Agreement; No Employment Agreement. Except as otherwise expressly provided herein with respect to certain provisions hereof, this Agreement shall continue in effect and survive for an indefinite period notwithstanding the completion of the Services with the County for any reason. This Agreement is not, however, and shall not be deemed to be, an employment agreement that obligates the County to employ the Contractor or to provide any benefits to the Contractor.

20. Notices. Any notice or other communication required or permitted under this Agreement shall be sufficiently given if such notice is in writing and delivered in person or sent by registered or certified mail, postage prepaid, to the following address or addresses:

If addressed to the County:

Steven Rapson, County Manager
County of Union County, Georgia
5047 Union Street
Union County, Georgia 30291

With a copy to:

Dennis Davenport, County Attorney
100 Habersham Drive
Fayetteville, Georgia 30214

If addressed to the Contractor:

Peter D. Nelms
155 Mask Rd.
Fayetteville, Ga. 30215

21. Successors and Assigns; No Waiver. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement represents the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and may be modified, amended or waived only by a separate agreement or writing signed by the parties expressly so modifying, amending or waiving this Agreement; this Agreement supersedes any prior agreement, arrangement or understanding. No failure or delay by any party hereto in exercising any right, power, remedy or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, remedy, power or privilege.

22. Assignment. This Agreement may not be assigned by the Contractor, but may be assigned by the County. In the event the County makes such an assignment, the Contractor shall continue to abide by the conditions contained within this Agreement, to or for the benefit of such successor, the actions required of the Contractor by this Agreement, and the provisions of this Agreement shall be binding upon, and inure to the benefit of, such successor.

23. Employee Verification. Attachment A is hereby incorporated into this Agreement and made a part hereto. Attachment A enables the parties to be in compliance with O.C.G.A. §13-10-91 as it pertains to statutorily-required verification of employees.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

COUNTY:

Floyd Jones, County Clerk

By: _____
Steven Rapson
Its: _____

CONTRACTOR:

Attest:

By: _____
Peter D. Nelms

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of the Water Committee's recommendation to reimburse Mr. Liston Garland \$1,076.00 for landscaping on his property, due to damage from a water main break and delegate the authority for the Water System Director to settle damage related claims against the Water System up to \$2,000 with the Water Committee's approval.

Background/History/Details:

Mr. Liston Garland, 130 Tall Pine Drive, Fayetteville, Georgia has requested reimbursement in the amount of \$1,076.00 for landscaping on his property, due to damage from a water main break.

Approval of staff's request to delegate the authority for the Water System Director to settle damage related claims against the Water System up to \$2,000 with the Water Committee's approval.

What action are you seeking from the Board of Commissioners?

Approval of the Water Committee's recommendation to reimburse Mr. Liston Garland \$1,076.00 for landscaping on his property, due to damage from a water main break and delegate the authority for the Water System Director to settle damage related claims against the Water System up to \$2,000 with the Water Committee's approval.

If this item requires funding, please describe:

Funding to come from the Distribution Repair and Maintenance.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Lisa M. Speegle

From: Capri Reeves
Sent: Friday, February 26, 2016 11:12 AM
To: Lee Pope
Cc: Steve Rapson; Lisa M. Speegle; Carrie Gibby
Subject: FW: Liston Garland 130 Tall Pine Drive.
Attachments: GARLAND INVOICE.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Below is the additional request from Liston Garland regarding landscape reimbursement. Attached is the invoice previously submitted for sod purchased. The total reimbursement request is \$1,076.

Capri Reeves | Customer Service Supervisor

Fayette County Water System

245 McDonough Road | Fayetteville, Georgia 30214

Office: (770) 320-6029 | Fax: (770) 460-1493 | Email: creeves@fayettecountyga.gov

www.fayettecountyga.gov/water

From: Liston Garland [REDACTED]
Sent: Friday, February 26, 2016 10:53 AM
To: Water Customer Service
Subject: Liston Garland 130 Tall Pine Drive.

I am submitting this formal request for the refund of \$600.00 plus for 6 pallets of grass, and \$475.00 for labor, that was paid for work to be done at my residence.

I would like an amicable conclusion to this matter that has been going on for over 3 years.

Any questions I can be contacted at [REDACTED]

Thanking you

Liston Garland

Status: Closed

Invoice 5022035
 Delivery AAKIN

(561)455-6073
 Liston Garland
 130 Tall Pine Drive

Delivery Date May 9, 2013
 Order Date May 2, 2013 8:19 am

Purchase Order
 Media N. Georgia Other
 Zone North Georgia

Fayetteville
 Georgia
 30214

Delivery Instructions

4B
 CC
 3:30-4:30

Comments

Quantity	Description	Unit Price	Extended
2016	sq ft TifWay Bermuda Rolls	0.2500	504.00
4	Delivery CD Fuel Surcharge	3.0000	12.00
1	Delivery CD Freight	85.0000	85.00
Subtotal			601.00
Total			601.00



A DIVISION OF PATTEN SEED COMPANY

Marietta

5058 Canton Rd. NE • Marietta, GA 30066
 770-516-3255 • FAX 770-516-8124

Forest Park

16 Forest Parkway, Shed 39
 Forest Park, GA 30297
 404-363-1932 • FAX 404-363-1455

Lawrenceville

609 Airport Rd. • Lawrenceville, GA 30046
 770-277-7745 • FAX 770-277-7749

You've ordered the best sod from the South's largest, most trusted sod producer. Now learn the best way to install and care for your lawn at www.supersod.com

Use Soil3 compost to help your lawn develop a healthy root system. Use on all plants!

www.soil3.com

The Unauthorized/Unlicensed Commercial Propagation Or Transfer Of These Products To Third Parties For Such Propagation Is Prohibited By The Patent Owner: L.J.F. Zoysia (pp 25,203), TifBlair® Centipede (pvp 9600256), TifGrand® Bermuda (p221,077), TifTurf® Bermuda (PAP), Zoone® Zoysia (pp 13,166)

The Unauthorized/Unlicensed Commercial Propagation Or Transfer Of These Products To Third Parties For Such Propagation Is Prohibited: Leisure Time® Zoysia, Mercedes® St. Augustine, Zenith® Zoysia

Colson Printing Co. 53811

BOARD OF COUNTY COMMISSIONERS

Charles W. Oddo, Chairman
 Randy Ognio, Vice Chair
 David Barlow
 Steve Brown
 Charles D. Rousseau

**FAYETTE COUNTY, GEORGIA**

Steve Rapson, County Administrator
 Dennis A. Davenport, County Attorney
 Floyd L. Jones, County Clerk
 Tameca P. White, Chief Deputy County Clerk

140 Stonewall Avenue West
 Public Meeting Room
 Fayetteville, GA 30214

MINUTES

March 10, 2016
 7:00 p.m.

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

Call to Order

Chairman Oddo called the March 10, 2016 Board of Commissioners meeting to order at 7:02 p.m.

Invocation by Chairman Oddo

Chairman Oddo offered the Invocation

Pledge of Allegiance

Chairman Oddo led the Board and audience in the Pledge of Allegiance.

Acceptance of Agenda

Chairman Oddo asked to remove Proclamation/Recognition #3 from the Agenda and to change the wording on Proclamation/Recognition #5 from "sixteen" to "seventeen." Commissioner Barlow moved to accept the Agenda as presented with the requested changes. Commissioner Rousseau seconded the motion. The motion passed 5-0.

PROCLAMATION/RECOGNITION:**1. Proclamation of March 19, 2016 as "Master Gardener Extension Volunteer Appreciation Day."**

Commissioner Rousseau read the proclamation on behalf of the Board declaring March 19, 2016 as "Master Gardener Extension Volunteer Appreciation Day." Extension Services Director Kim Toal spoke on behalf of the Master Gardeners. Debra Shoaf of the Atlanta Community Food Bank commented on the work of the Master Gardeners and their contributions to the food bank. A copy of the request, identified as "Attachment 1," follows these minutes and is made an official part hereof.

2. Proclamation in honor of the Georgia City-County Management Association's 60th Anniversary.

Commissioner Brown read the proclamation in honor of the Georgia City-County Management Association's 60th Anniversary. County Administrator Steve Rapson accepted the proclamation on behalf of the association. A copy of the request, identified as "Attachment 2," follows these minutes and is made an official part hereof.

3. Presentation of award to Firefighter/EMT Wendell Madison for "Firefighter of the Year."

This item was removed from the Agenda during the acceptance of the Agenda. A copy of the request, identified as "Attachment 3," follows these minutes and is made an official part hereof.

4. Recognition of three promotions in Fire and Emergency Services.

Fire Chief David Scarbrough and Deputy Fire Chief Tom Bartlett recognized the promotion of Douglas Morris to the rank of Battalion Chief, Bryan Blair to the rank of Captain, and Willard Harrison to the rank of Lieutenant. A copy of the request, identified as "Attachment 4," follows these minutes and is made an official part hereof.

5. Recognition of Marilyn Watts for seventeen years of service on the Fayette County Board of Elections.

Commissioner Barlow and the Board recognized Marilyn Watts for her seventeen years of service on the Fayette County Board of Elections. Ms. Watts spoke of her service on the Board and spoke of the good work of the Board of Elections and Elections staff. A copy of the request, identified as "Attachment 5," follows these minutes and is made an official part hereof.

PUBLIC HEARING:

There was no Public Hearing on the Agenda.

CONSENT AGENDA:

Commissioner Ognio moved to approve the Consent Agenda. Commissioner Brown seconded the motion. The motion passed 5-0.

- 6. Approval of the State Court Judge's request for authorization to apply for the Fiscal Year 2017 Grant Application for the Fayette County DUI Court up to the federal funds award amount of \$133,600, to authorize 10% local match funds up to the amount of \$13,360.00 utilizing the DUI Court DATE fund, and authorization for the Chairman to sign grant-related documentation once approved. A copy of the request, identified as "Attachment 6," follows these minutes and is made an official part hereof.**
- 7. Approval of the disposition of tax refunds, in the aggregate amount of \$4,861.19, as recommended by the Tax Assessor's Office. A copy of the request, identified as "Attachment 7," follows these minutes and is made an official part hereof.**
- 8. Approval of the February 25, 2016 Board of Commissioners Meeting Minutes.**

OLD BUSINESS:

There was no Old Business on the Agenda.

NEW BUSINESS:

9. Consideration of staff's request to enter into a Youth Athletic Association Agreement with the Peachtree City Rowing Club to provide Rowing Activities at Lake McIntosh.

Parks and Recreation Director Anita Godbee stated there was another unique opportunity for Fayette County's citizens; namely, a rowing program. She stated that the county was approached by the Peachtree City Rowing Club about starting a rowing program at Lake McIntosh. She explained that if the proposal was approved by the Board then Parks and Recreation would enter into an agreement like it has with other youth sports associations where the county provides the facility for the sport and the club would provide the program for the sport. Mrs. Godbee then introduced Megan Gradek of the Peachtree City Rowing Club.

Ms. Gradek provided a PowerPoint presentation to the Board describing the various benefits of rowing for the county. Ms. Gradek also gave a brief history of her involvement and accomplishments with rowing.

Mrs. Godbee stated that the Recreation Commission had met recently and recommended this opportunity for Fayette County.

Commissioner Ognio asked if there was a financial responsibility from the county. County Administrator Steve Rapson stated that the county would provide a pad that the rowing club would store their boats, and he said a retaining wall and a fence would have to be built. He explained that the benefit of having Row America partner with the rowing club is that they would be providing the boats that cost up to \$40,000.00 each. He stated that the program would start with middle and high school students and senior citizens. Mr. Rapson clarified that Row America and the row club would provide the boats, the docks, the trucks, and trailers and that the county would have to make improvement to existing facilities at Lake McIntosh. He estimated that the county would invest approximately \$25,000.00 to \$30,000.00. Mr. Rapson stated that the Environmental Protection Division and the Water System were good with the request as well.

Commissioner Ognio asked how the county would recover its expenditures. Mr. Rapson stated that the relationship between the rowing club and actual residents would be handled through their user fees. He stated that the county would have some electrical costs and likely a security system similar to what is provided for other sports associations. He stated that their desire for a \$10 million boathouse would have to be funded by the rowing club and approved by the Board of Commissioners. He added that there were revenues projected for canoe and kayak rentals but those efforts would also have to be approved by the Board before they could be implemented. Commissioner Ognio asked if the program would operate the same way other sports associations operate with regard to out-of-county participants, and Mr. Rapson replied that it would.

Commissioner Brown stated that he was supportive of the request since it was an exciting opportunity for the county based on the number of rowers living in Fayette County. He looked forward to having rowing as a certified high school sport that would eventually provide scholarship opportunities. Mr. Rapson stated that the Board of Education had been contacted about this sport and they would talk to their coaches about making this another athletic event after hours. He stated the sport would eventually grow into a school-sponsored program if there is sufficient numbers of participants.

Frank Gardner: Mr. Gardner spoke in favor of this initiative particularly since they had already approved the installation of floating docks.

Anna Thomas: Ms. Thomas stated that she lives near Lake Horton and she encouraged the Board to allow rowing at Lake Horton as well as at Lake McIntosh. She stated that there were four lakes in Fayette County that rowing should be allowed on the lakes.

Commissioner Brown moved to approve staff's request to enter into a Youth Athletic Association Agreement with the Peachtree City Rowing Club to provide Rowing Activities at Lake McIntosh. Commissioner Ognio seconded the motion.

Commissioner Rousseau asked that the initial funding for the request to be included in the motion. Mr. Rapson suggested that the motion could be amended to include \$30,000.00 utilizing Recreation contingency funds.

Commissioner Brown amended his motion to approve staff's request to enter into a Youth Athletic Association Agreement with the Peachtree City Rowing Club, utilizing \$30,000.00 of Recreation contingency funds, to provide Rowing Activities at Lake McIntosh. Commissioner Ognio seconded the amended motion. The motion passed 5-0. A copy of the request, including the PowerPoint presentation, identified as "Attachment 8," follows these minutes and is made an official part hereof.

10. Consideration of the adoption of Ordinance 2016-02 for the purpose of establishing an advisory committee known as the Fayette County Public Arts Committee.

Commissioner Brown stated there was a proposal on the dais that is an amendment from what was in the Agenda. He requested that the membership be increased from five members to ten members since the art effort is made up of volunteers. He stated that he removed a section of the proposed ordinance pertaining to membership and not being an elected official. He stated that other changes, including the quorum number, were made in order to reflect the change of numbers of the membership. He stated that a disqualification was deleted since it related to elected officials serving on the Board. He stated that a phrase was added that "any project concerning a call for artists or a permanent art feature, the Board of Commissioners shall give final approval on the winning artist's proposal prior to awarding the project and funding." Commissioner Brown concluded that the proposed changes included a vice-chairman position since, if there is a meeting that is missing the chairman, someone needs to be able to run the meeting.

Commissioner Brown moved to approve Ordinance 2016-02 as amended. Commissioner Barlow seconded the motion.

Commissioner Rousseau stated the purpose was to bring form and clarity to the Public Arts Committee, and he said he favored public arts in the county. He said he did not have a problem with the suggestion to increase the numbers of members on the committee. He stated his concern was whether not elected officials should serve on the body since he was philosophically opposed to having elected members serve on these types of bodies. He acknowledged that his concern was mitigated since there are state-mandated bodies that require elected officials to serve on them such as the Board of Health and since other bodies are established by the Board of Commissioners requiring elected officials. He asked the Board to consider the impact elected officials have on these types of bodies since it is at least perceived that the elected officials bend the bodies to their particular direction. He asked for the Board to consider ways to limit or remove the influence elected officials have on these types of boards. He said the elected officials are citizens too, but that they should not serve as chairmen and vice chairman of these types of established bodies. He said the issue would set precedent on how the bodies would perform in the future. He understood that there is a difference between state-mandated bodies and those created by the Board of Commissioners. Commissioner Rousseau asked for the motion to be amended to address his concern. He spoke about how powerful these types of committees can become and he cautioned that these bodies do not become competitive with other county departments and their operations. He was concerned about how staff is utilized with these committees and their allotments of time.

Commissioner Brown stated that Commissioner Rousseau had made some great points, and he said the intention all along was to have citizen leadership. He said he had no problem with Commissioner Rousseau's position.

Commissioner Brown amended his motion to approve Ordinance 2016-02 as amended and for elected officials to not serve in the capacity as either Chairman or Vice-Chairman of the committee. Commissioner Barlow seconded the amended motion.

Chairman Oddo stated he had a couple of concerns as well and he appreciated Commissioner Rousseau's comments. He stated that he wanted the ordinance to have language pertaining to the committee's long-range goal or effort. Commissioner Brown stated that the ordinance was a structural document and he suggested that the Public Arts

Committee could work up a Mission Statement. He stated there are bigger things coming but getting the structure in place is needed first. Chairman Oddo stated that his concern was bigger than just individual projects since it pertained to the overall vision of the committee. Commissioner Brown stated that the vision was dependent on funding.

Chairman Oddo asked if County Attorney Dennis Davenport had reviewed the proposed changes. Mr. Davenport stated that he followed the changes as they were being discussed and that he had a minor comment for consideration. He stated that when committees are put together then they are comprised of an odd number of members in order to avoid a deadlocked decision.

Commissioner Brown amended his motion to include eleven members and for all the prerequisite numbers to be changed to reflect the change in the numbers of members. Commissioner Barlow seconded the amended motion.

Mr. Davenport stated that if the proposed ordinance was adopted then the currently existing Public Arts Committee would cease to exist on the first calendar day of the month following the enactment of the ordinance. He stated that the ordinance would be enacted sixty days after adoption in order to provide time to populate the committee.

Carol Lunsford: Ms. Lunsford stated that she has served on several county committees but not one enacted by the Board of Commissioners. She added that she has a degree in theater as well as a private businesswoman who has her own art studio. She stated that the entire forty-years she has lived in Fayette County there has been very little involvement in the arts. She suggested this was a step in the right direction. She stated that she did not know where to find documents pertaining to the Public Arts Committee and she did not know of the current committee's existence. She asked the Board to be more transparent with regard to this committee. Chairman Oddo stated that the information was available publically and much of the information would be on the county's website.

Donna Thompson: Mrs. Thompson spoke for fifteen minutes on the Public Arts Committee. She stated that structure for the committee was long overdue. She stated that the Public Arts Committee were placed in a box prior to its first meeting based on an email that was sent to each committee member, and she suggested that it has been in the box ever since. She stated that her concerns were about a citizen holding her government accountable. Mrs. Thompson then spoke at length of her concerns with the Public Arts Committee's performance.

Chairman Oddo reiterated that he wanted language added that would address the committee's long-term goal or vision. Commissioner Rousseau stated that the Board could charge the committee to provide that long-term goal.

Commissioner Brown addressed Mrs. Thompson stating he hoped the committee would not get into a position of judging what is good and what art is not good and that he would rather the committee simply work on creating art with people such as boys and girls and grandparents in the community. He said those who have participated in the projects have had a good time at a very small cost to the taxpayers. He acknowledged that there are people who do not want taxpayer money spent on arts at all and he said there needed to be sensitivity to that position as well. He said he was part of a metro-Atlanta arts program that is sponsored by the Atlanta Regional Commission and he reported that many of the arts programs are bleeding money. He said it will always require more money than it will provide back in revenue.

Chairman Oddo repeated his desire to place language in the ordinance addressing the committee's long-term vision. Commissioner Brown stated there needed to be a budget in order to determine the vision. Chairman Oddo stated that a goal needed to be understood prior to a budget. Commissioner Rousseau suggested that the language could be added at the end of the ordinance's preamble.

Mr. Davenport stated that the amendment would notify the reader that the purpose is in the body of the document, but the language is not in the body of the document. He said it was okay to amend the preamble, although it is preferable not to amend the end of the preamble, but that language needed to be included in the document itself. He suggested

that the language could be added in Section 2-501. He further suggested language could be added that reads something like "we would like the first order of business of the Fayette County Public Arts Committee to bring back to the Board of Commissioners a long-range goal for further projects in Fayette County."

Commissioner Brown moved to amend his motion to include the specific section as referenced by the County Attorney. Commissioner Barlow seconded the amended motion.

Commissioner Rousseau encouraged the Board to not give up on this matter since he was in favor of public arts and endowments. He said he was willing to give this effort a shot. He hoped everyone could come together and make it work since it could be a powerful entity for Fayette County.

Mr. Davenport read the motion to approve the Public Arts Committee Ordinance as amended by Commissioner Brown from the dais subject to there being no elected officials serving as Chairman or Vice-Chairman of the committee, that the committee number is amended to eleven, and that a sentence is added to Section 2-501 addressing the long-range visioning goal of the committee. He said he would provide language consistent to what he said earlier. Commissioner Brown added that all the numerical values would change based on the number of members being increased.

Commissioner Brown encouraged the Board to continue to keep the public arts initiative in perspective. Commissioner Barlow stated that everyone attended the meeting put together by Dan Cathy. He referred to the efforts undertaken by the City of Suwanee, Georgia. He said the city tripled its property taxes and now people travel from all over the world to the city. He said the citizens rebelled to the tax increases, but that he drove to the city and found it was absolutely phenomenal. He said the city has a tremendous art program. He said he supported the initiative since if it does not get started then nothing will happen.

The motion to adopt Ordinance 2016-02 as amended at the dais subject to there being no elected officials serving as either Chairman or Vice-Chairman of the committee, that the number of members be increased to eleven, that all numerical values be adjusted to reflect an eleven-member committee, and that a sentence be added to Section 2-501 addressing the long-range visioning goal of the committee passed 5-0. Copies of the request and Ordinance 2016-02, identified as "Attachment 9," follow these minutes and is made an official part hereof.

11. Consideration of Commissioner Ognio's request to repeal Policy No. 100.07- Film Permit and to adopt Ordinance 2016-06- Film Permit.

Commissioner Ognio stated that this matter came to him as he was reviewing the policies and he suggested the policy would be more enforceable as an ordinance.

Commissioner Ognio moved to approve Ordinance 2016-06- Film Permit. Commissioner Brown seconded the motion.

Chairman Oddo stated that he did not think the Ordinance was unclear in a number of places. He asked what the purpose of the ordinance was and he suggested it was to prevent disruptions to the county. He said it would technically prohibit anyone from taking pictures of the courthouse on public property. He stressed that there was no clear purpose of the ordinance. Chairman Oddo asked if a group of people wanted to take a picture of the courthouse would they be required to have a permit. He also asked if a county contractor who wanted to take a picture of their work on county property would be required to have a permit. He said the ordinance was unclear about who has to pay and who does not have to pay, and it does not make clear the purpose of the ordinance.

County Attorney Dennis Davenport stated he converted the policy into ordinance. He suggested that Chairman Oddo was asking why there needed to be an ordinance. He suggested that one reason was to keep county business from being disrupted on public property. He said if that was the purpose then an individual taking a picture of the courthouse would not have to get a permit even though a film company or a non-profit company taking the same picture would have to get a permit. He suggested that the question was why one person would or group, in that scenario, have to get a

permit while another would not. He suggested that the county would not want one hundred individuals taking pictures without a permit since it would disrupt county business. He suggested that if the purpose was to prevent someone from taking iconic pictures of Fayette County in order to preserve the reputation of Fayette County then it has nothing to do with disruption of business. He counseled the Board to nail down its purpose.

Commissioner Brown stated that the film and television will typically remain at a site for a long time and will consume infrastructure, therefore, they would need a permit.

County Administrator Steve Rapson stated that this policy is geared more toward a public safety aspect. He said if there was filming and they are in the middle of McCurry Park then it would be considered a passive use, but if the filming is closing a road then it is an active film use. He said the policy was geared more for public safety and transportation. He added that most film permits are considered active but there have been some passive film shoots where a fee was waived entirely.

Mr. Davenport stated that he had a problem with the last sentence on Section 2-3(b) that read: *A Film Permit is not required for persons or groups of persons filming on County-owned property for individual use so long as such filming is not on behalf of commercial or not-for-profit organizations.* He explained that if the county was truly looking at not disrupting county business and public safety purposes then the language should be in the section instead of distinguishing who can actually film.

Mr. Rapson stated that there was a phone call that a temporary stage had failed and EMS responded to a *Walking Dead* shoot. He said when the unit arrived they were aware that filming was going on and were able to distinguish between the one who was truly injured. He added that this matter is important since, if there is a car chase is being filmed on a two-lane stretch of road with gunfire, public safety will be aware that it is a film shoot and not a real shooting.

Commissioner Rousseau asked if this concerned filming on county-owned property or simply filming in the county. Commissioner Ognio replied that it was about filming on county property. Commissioner Rousseau stated that he automatically thinks about filming at night or if there are lights that need to be utilized for the filming. Mr. Rapson stated that those who want to film need to notify the county about what they are requesting. He said the practices on how to get the sign-off from the various departments are not in writing.

Commissioner Rousseau asked if there was a punishment for violating the ordinance. Commissioner Ognio suggested that if someone did not get a permit then they could be charged double. Mr. Davenport stated that the County Code charges the violator with \$1,000.00, which is the maximum allowed penalty. Mr. Davenport suggested that the ordinance be amended to strike the language about who needs a permit and for the language to be replaced with wording describing the purpose of the film permit.

Commissioner Barlow asked if *The Walking Dead* had a permit when they took over the Town of Brooks. Mr. Rapson replied they did not get permission from Fayette County since Brooks is its own jurisdiction, however, public safety was notified of the filming in Brooks.

Commissioner Rousseau stated that staff needed clarity on what is permitted. He asked for the internal procedures to be looked into and some forms to be created so that everyone will know what the steps are. Mr. Rapson stated that typically the county is working with the same location agent so they know what is needed.

Commissioner Ognio amended his motion to include the County Attorney's wording. Commissioner Brown seconded the amended motion.

Mr. Davenport stated that he would put verbiage in place and he would ensure each Commissioner would get a final copy of the ordinance. He asked the Board to review the ordinance once it is provided to them since he would have to “build in several things that depend upon each other to be a very logical progression in this ordinance.” He said if there is language they do not expect then he would address it.

Mr. Rapson stated that the policy speaks of a passive fee and an active fee. He stated that staff may waive the fees, especially the passive fees, even though there is no language in the ordinance that requires waiving fees. He said the county can waive fees and has waived fees, and he stressed that the practice would continue. Chairman Oddo said he was fine with that practice.

Mr. Davenport said he liked the fact that the county had locked onto its purpose for the ordinance. He suggested that the word “excessive” be removed both from Sections 2-3(c) (3) (A-B) since the word “excessive” is ambiguous. Mr. Rapson stated that there were plenty of examples of where there is a film crew with twenty people filming in a park even though it is not impacting public safety. He said that is where the group get together and make a judgement call. Commissioner Rousseau stated that the filming would impact the intended use of the facility.

Commissioner Ognio moved to remove the word “excessive” in Sections A and B. Commissioner Brown seconded the motion.

Frank Gardner: Mr. Gardner stated that there is already filming in front of his house and he asked if they needed a permit. Commissioner Brown stated that this dealt with public property only. Mr. Gardner stated he saw no difference between requiring a permit to film and requiring a construction permit.

The motion to adopt Ordinance 2016-06, to include language providing the purpose as recommended by the County Attorney, and to remove the word “excessive from Sections 2-3(c) (3) (A-B) passed unanimously. Copies of the request and Ordinance 2016-06, identified as “Attachment 10, follow these minutes and are made an official part hereof.

PUBLIC COMMENT:

John Thompson: Mr. Thompson stated that now that the Public Art Committee Ordinance had passed that Commissioner Brown be recused from the responsibility of interviewing applicants for the Public Art Committee. He did not believe it would help to have Commissioner Brown involved if the intention was to have a fresh start with the committee. He further asked for Chairman Oddo and Commissioner Rousseau take the responsibility of interviewing the applicants.

Emory McHugh: Mr. McHugh spoke for approximately thirty-eight minutes about his ongoing concerns about Fayette County’s finances and of his concern that the citizens of Fayette County were being misled about the financial condition of the county. Mr. McHugh read his complaints from a lengthy transcript in which he detailed his concerns. Commissioner Barlow pointed out that Mr. McHugh comes to the meetings to repeat his information and then leaves before there is a response. Mr. McHugh replied that he is able to be home and watch the response from his television while eating dinner. Chairman Oddo asked Mr. McHugh to proceed with his statement. Among his many comments, Mr. McHugh indicated that the county was materially misstating the financials for Fiscal Year 2015 with respect to Local Maintenance and Improvement Grant (LMIG) funds since the county recognized the funds as “formula revenue.” Commissioner Rousseau interrupted Mr. McHugh after Mr. McHugh had spoken for over thirty minutes, and he asked Mr. McHugh if he was being fair to the others in the room. He said he would be happy to hear Mr. McHugh’s comments but there could be others who want to make comment as well. Mr. McHugh replied that he only had six more pages of material to read. Mr. McHugh stated he had spent much of his own time preparing the material. Commissioner Rousseau apologized for interrupting him, asked him to be fair to others at the meeting, and stated he would be more than happy to meet with Mr. McHugh. Chairman Oddo asked Mr. McHugh to continue with this comments. Mr. McHugh concluded his remarks by saying he has been “doing this” for a very long time and he is very passionate about what he does and Fayette County. He said he worked for Fayette County from 1992 to 2000 to bring the county to where it is and that he was dismissed

from Fayette County because he was told he could not tell people the truth. He stated that he had decided to run for County Commissioner in order to tell the people the truth. He closed his remarks by informing Chairman Oddo that he would be happy to see him at the debates. Mr. McHugh left the meeting after giving his comments.

ADMINISTRATOR'S REPORTS:

Resignation of the County Coroner: County Administrator Steve Rapson reported that the County Coroner, C.J. Mowell, had resigned his position. He said the County is in the position of obtaining an interim County Coroner and that would require establishing a rate of pay with the interim Coroner. He explained that the process is complicated and the County finds itself in the middle of an April 1, 2016 appointment of an interim Coroner and an election being held in November for a new coroner coming into office on January 1, 2017. He asked the Board to understand that staff would bring a recommendation to bring a rate of pay in place that is consistent with the outgoing coroner to carry the county from April 1 until the end of the year. He mentioned that the deadline for putting items on the March 24, 2016 Agenda had already expired and he asked if the Board would allow for the late item to be added to the Agenda. The Board agreed to add the item to the March 24, 2016 Agenda.

Selection Committee Established for the Public Arts Committee: County Administrator Steve Rapson stated that a Selection Committee would need to be established to fill the newly created Public Arts Committee with eleven members. The Board selected Chairman Oddo and Commissioner Rousseau to serve on the Selection Committee as requested. Mr. Rapson added that letters would be sent to the existing members of the Public Arts Committee notifying them of the Board's restructuring of the committee.

Ribbon Cutting Event at Fayette Senior Services: County Administrator Steve Rapson asked the Board to mark their calendars for March 28, 2016 at 1:00 p.m. for Fayette Senior Service's ribbon-cutting event. He said this event was celebrating the renovation at Fayette Senior Services and he said the event would include a facility tour. He suggested the event would last for about two hours.

Response to Mr. McHugh's Comments: County Administrator Steve Rapson responded to Mr. McHugh's many points by saying he would be very happy to sit down with Commissioner Rousseau since he had a "statement for every one of those" points. He stated that Mr. McHugh was talking about very complicated entries. He spoke about Mr. McHugh's concerns about the Local Maintenance and Improvement Grant (LMIG) by stating there was a Governmental Accounting Standards Board (GASB) change with a recent "pronouncement and interpretation" of an accounting firm that caused the county to change direction. He said the county had to book the revenues and put them into a restricted revenue account. He said, technically, the issue was about either an intergovernmental expense or a formula grant. He said the county chose to treat the LMIG funds as a formula grant based on the auditor's recommendation. He said the county recognized the revenue, that the revenue does not go into the county's fund balance, and that the revenue goes into a restricted-purpose fund balance. He said Mr. McHugh would treat the funds as an advance from the state in which the county would recognize the revenues as the funds are expended. Mr. Rapson stated that he agreed that is probably the best way to recognize the funds but that he deferred to the auditors and the Chief Financial Officer in regards to how the funds are treated. He said that was one example of the types of changes that had happened. Mr. Rapson stated that Mr. McHugh has requested over forty-one Open Records from the county equating to about 131 questions, primarily about the county's finances. He stated that the County has a great Finance team and a sound audit firm. He stated that staff would love to explain all the financials to Mr. McHugh since he is having a difficult time grasping the financials. He said the documents have been provided with no avail. Mr. Rapson stated he and his staff are available to meet with Mr. McHugh at any time to explain any of the transactions to his satisfaction. Mr. Rapson stated that the county has fully complied with any Open Record Request that he has given and all the documents he would like, but he stated that the county refuses to reconcile the books he has at his home to the books here at the county. He stated the best way to resolve the matter is to put everyone in a room and have the conversation. He said the county is open to that availability.

Commissioner Barlow asked if the County received two Aaa Credit Bond ratings in 2014 due in part to the success of the Finance Department. Mr. Rapson replied that was correct, and he added that in the three years that the Board has been in place it has received three clean opinions and has taken the county to Aaa rating. He reminded the Board that both he and Chief Financial Officer Mary Parrott are both active licensed Certified Public Accountants.

Commissioner Barlow pointed out that based on the disruption Mr. McHugh causes with county business that his Open Records Requests now go through County Attorney Dennis Davenport's office. Mr. Rapson replied that when the county gets Open Records Requests the county turns them around quickly. He added that depending on the nature of the request, or its type, or severity, or the details of the request, sometimes those requests are forwarded to legal. He said Mr. McHugh has reached the level where his requests are being run through the County Attorney's office. Commissioner Barlow asked if Mr. McHugh was the only one the county "was doing that with." Mr. Rapson replied that was correct although others may also be handled by the County Attorney's office based on certain criteria.

Commissioner Barlow stated that many people do not know all the details, but that he has sat through three years of this. He said Mr. McHugh has contacted the auditors who have not given him satisfaction. He said Mr. McHugh has contacted the state in an effort to create a legal environment where the county was operating illegally, but the state did not respond to him. He said Mr. McHugh has done nothing but disrupt the peace of the Finance staff and he wished there was a way to get to a level of charging Mr. McHugh with harassment in an effort to stop Mr. McHugh.

ATTORNEY'S REPORTS:

Notice of Executive Session: County Attorney Dennis Davenport notified the Board that he had one item of Threatened Litigation and review of the February 25, 2016 Executive Session Minutes for consideration in Executive Session.

COMMISSIONERS' REPORTS:

Commissioner Barlow:

Response to Mr. McHugh: Commissioner Barlow thanked the people for coming to the meeting. He said Fayette County is a special place and its people are very special. He said he did not allow people to be disrespectful. He said Mr. McHugh was criticizing the Finance Department staff by name, but he would not allow that to happen. He stated that Mr. McHugh constantly referred to staff as "Creative Practitioners of Accounting" in an effort to be cute, but he pointed out that Mr. McHugh leaves the meeting after giving his remarks without ever staying around to hear the answer. He said he would not give credit to Mr. McHugh since no one who is in the profession pays attention to him and they discount him, including the county's auditors who will not respond to him because they are tired of hearing from him.

Commissioner Brown:

Kudos to the County Clerk's Office: Commissioner Brown stated that he missed giving credit at the last meeting. He congratulated the County Clerk's office for sending out a survey to all the county departments to rate their performance and interaction with the departments. He said it was an outstanding idea and he thanked the County Clerk's office for looking out for customer service and the performance levels, and he extended kudos to the County Clerk's office.

Commissioner Ognio:

Review the County's Current Gun Ordinance: Commissioner Ognio stated that he had talked to each Commissioner about the County's gun ordinance and about the ability to allow for a properly established gun range on ten-acre lots. He stated that the current ordinance allows for shotguns to be fired on ten-acre lots. He thought the current ordinance was "kind of ridiculous" since a person can take a rifle on a twenty-five acre lot, stand on a property line, and fire the rifle. He was unsure why the ordinance was acreage bound, but he mentioned there is a citizen in south Fayette County who has a proper backstop and who has ten acres of land. He said the citizen wants to fire a pistol or a rifle and he said he had no problem with that. He said the County Attorney has a lot of work to complete already, but he asked the Board to provide direction to address his concern. The Board directed the County Attorney to look into the matter.

Thank the 4-H Club: Commissioner Ognio stated he had a couple of notes that were sent by the 4-H Club and he thanked the club members for thanking the Board for the funding.

Commissioner Rousseau:

Response to Mr. McHugh: Commissioner Rousseau apologized for being out of character and he said he was only trying to be respectful of time even if there is no time limit. He stated he was wrong and he wanted his apology publically stated.

Thank the 4-H Club: Commissioner Rousseau thanked the 4-H Club for communicating with the Board and stating they had a good experience.

Additional Responses to Mr. McHugh: Commissioner Rousseau stated that the county is bound by state law to provide records when requested as an Open Records Request. He hoped and desired that the county would never find itself in a position where it is not being appropriately responsive to the requirements that are bigger than the county. He suggested that he was singled out by Mr. McHugh since he was the new Commissioner. He stated that Mr. McHugh is a citizen who needs and deserves respect and if he has legitimate concerns then they need to be addressed. He said Mr. McHugh named a lot of outside entities while telling of his concerns and he found it interesting that nothing has come of his concerns from those entities. He respected Mr. McHugh's right to tell of his concerns.

Mr. Rapson clarified that when there is an Open Records Request there is no discretion of not following them to the letter of the law regardless of the messenger and the tone of the message that is being delivered and if there is substance to any of the issues they are addressed. He added that the county has restated its financial statements due to issues he had brought up. He said staff is not just discounting everything Mr. McHugh says. He said staff reviews everything Mr. McHugh mentions and if there is anything that can be done to make the finances better, more transparent, or better disclosed then it is done. He said he does not care about who the messenger is but what is the message. Commissioner Rousseau stated that anything that was said that needs to be paid attention to or addressed needs to be done.

Chairman Oddo:

Request to Review Ordinance to include Chickens: Chairman Oddo thanked everyone for coming to the meeting. He stated that he had recently been contacted by someone who wants to have chickens. He reported that he spoke to Mr. Pete Frisina in the Planning and Zoning Department and that there is really no foreseeable problems with having chickens. He asked the Board to direct staff to review the ordinance to add chickens. The Board agreed to the request. Commissioner Brown spoke about the recent need to kill millions of chickens and turkeys due to infected backyard chickens. He said the Board would need to look into that aspect as well.

EXECUTIVE SESSION:

Threatened Litigation and Review of the March 25, 2016 Executive Session Minutes: Commissioner Brown moved to recess into Executive Session. Commissioner Ognio seconded the motion. The motion passed 5-0.

The Board recessed into Executive Session at 10:18 p.m. and returned to Official Session at 10:36 p.m.

Return to Official Session and Approval of the Executive Session Affidavit: Commissioner Ognio moved to return to Official Session and to authorize the Chairman to sign the Executive Session Affidavit. Commissioner Barlow seconded the motion. The motion passed 5-0. The Executive Session Affidavit, identified as "Attachment 11," follows these minutes and is made an official part hereof.

Approval of the February 25, 2016 Executive Session Minutes: Commissioner Ognio moved to approve the February 25, 2016 Executive Session Minutes. Commissioner Barlow seconded the motion. No discussion followed. The motion passed 5-0.

ADJOURNMENT:

Commissioner Brown moved to adjourn the March 10, 2016 Board of Commissioners meeting. Commissioners Ognio seconded the motion. The motion passed 5-0.

The March 10, 2016 Board of Commissioners meeting was adjourned at 10:37 p.m.

Floyd L. Jones, County Clerk

Charles W. Oddo, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 24th day of March 2016. Referenced attachments are available upon request at the County Clerk's Office.

Floyd L. Jones, County Clerk