

BOARD OF COUNTY COMMISSIONERS

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



FAYETTE COUNTY, GEORGIA

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

140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214



AGENDA

February 27, 2025
5:00 p.m.

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

OFFICIAL SESSION:

Call to Order
Invocation and Pledge of Allegiance by Vice Chairman Edward Gibbons
Acceptance of Agenda

PROCLAMATION/RECOGNITION:

PUBLIC HEARING:

1. Consideration of Petition No. 1355-24, Andrea Pope Camp & Jordan Camp, owners; request to rezone 41.78 acres from A-R to R-75 for the purposes of creating additional lots without any new infrastructure; property located in Land Lot 28 of the 7th District and fronts on Davis Road and Huie Drive. This petition was tabled at the January 23, 2025 Board of Commissioners meeting. (pages 4-90)
2. Consideration of Petition No. 1359-24, Jerry M. Gable, owner, & Christine Flanigan, agent, request to rezone 31.144 acres from R-45 Conditional (Single-Family Residential) to A-R (Agricultural-Residential); property located in Land Lots 73 & 88 of the 5th District and fronts on S. Jeff Davis Drive and Dixon Circle. (pages 91-130)
3. Consideration of Petition No. RDP-021-24, Michael P. Pompeo, owner; requests to Revise the Development Plan for Brechin Park subdivision, to allow the subdivision of the 17-acre estate lot; property zoned PUD-PRD and fronts on Brechin Drive. (pages 131-134)
4. Consideration of Resolution 2025-01 to Transmit the Fayette County 2024 Annual Report on Fire Services Impact Fees (FY2024), including Comprehensive Plan amendments for updates to the Capital Improvements Element and Short-Term Work Program (FY2025-FY2029) to Atlanta Regional Commission for review by Department Community Affairs (DCA). (pages 135-147)

PUBLIC COMMENT:

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

CONSENT AGENDA:

5. Approval of the Mid-Year Budget Adjustments to the fiscal year 2025 budget and approval to close completed Capital, Capital Improvement Plan (CIP) Projects, and Water System CIP Projects. (pages 148-154)
6. Approval of the Georgia County Internship Program Grant Agreement from Association County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Fayette County Assessor's Office for award of the General Georgia County Internship Program (GCIP) Grant in the amount of \$3,259.50 for one intern. (pages 155-169)
7. Approval of the Georgia County Internship Program Grant Agreement from Association County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Solicitor General's Office for award of the General Georgia County Internship Program (GCIP) Grant in the amount of \$3,259.50 for one legal intern. (pages 170-201)
8. Approval of the Georgia County Internship Program Grant Agreement from Association of County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Fayette County State Court for award of the General Georgia County Internship Program (GCIP) Grant in the amount of \$3,259.50 for one intern. (pages 202-234)
9. Approval to apply for FY26 Accountability Court Operating Grant in the amount of \$156,289 with a match of \$23,443. (pages 235-236)
10. Approval of the February 13, 2025, Board of Commissioners Meeting Minutes. (pages 237-245)

OLD BUSINESS

NEW BUSINESS:

11. Request to approve the recommendation of the Selection Committee to appoint J.T. Rabun to the Fayette County Library Board for a four-year term beginning January 1, 2025 and expiring December 31, 2028. (pages 246-249)
12. Request to approve the recommendation of the Selection Committee to reappoint Zulema Green to the Fayette County Library Board for a four-year term beginning January 1, 2025 and expiring December 31, 2028. (pages 250-265)
13. Consideration of a request from the City of Fayetteville for Fayette County to serve as the local sponsor for a federally-funded path project that would extend from Tiger Trail to The Ridge Nature Preserve, with all costs for the project provided by the City of Fayetteville. (pages 266-269)
14. Request to submit a Georgia Department of Transportation (GDOT) Transportation Alternatives Program (TAP) grant application for the Kenwood Road Path Project (R-6) in the amount of \$4,800,000, with a local match of \$1,200,000 and a total project cost estimate of \$6,000,000. (pages 270-271)
15. Request to submit a Georgia Department of Transportation (GDOT) Transportation Alternatives Program (TAP) grant application for the Sandy Creek Road Path Project (Project FTP-426) in the amount of \$4,000,000, with a local match of \$1,000,000, and a total project cost estimate of \$5,000,000. (pages 272-273)
16. Request to approve for the Road Department to purchase new Tack Truck under Georgia State Contract 99999-SPD-SPD0000155-0007 in the amount of \$250,027, and to surplus the old Tack Truck #21814 and Dump Truck #10802. (pages 274-284)

17. Request to award Contract #1428-P: Fayette County Public Safety Radio System; Change Order No. 9 to E.F. Johnson Company to modify preventative maintenance payment milestones, accept the separation for ALV/ESChat, design coverage enhancements, establish warranty start dates, and formalize agreement of payment of completed deliverables, with no net change in the contract amount. (pages 285-307)
18. Request to ratify the approval of Contract #2515-B Roof Repairs Fayette Community Health Building to Alpha Roofing Systems, LLC /DBA ACR Commercial Roofing in the sum of \$333,682.00. (pages 308-310)

ADMINISTRATOR'S REPORTS:

ATTORNEY'S REPORTS:

COMMISSIONERS' REPORTS:

EXECUTIVE SESSION:

ADJOURNMENT:

COUNTY AGENDA REQUEST

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Department: Planning & Zoning

Presenter(s): Debbie Bell, Director

Meeting Date: Thursday, February 27, 2025

Type of Request: Public Hearing #1

Wording for the Agenda:

Consideration of Petition No. 1355-24, Andrea Pope Camp & Jordan Camp, owners; request to rezone 41.78 acres from A-R to R-75 for the purposes of creating additional lots without any new infrastructure; property located in Land Lot 28 of the 7th District and fronts on Davis Road and Huiet Drive. This petition was tabled at the January 23, 2025 Board of Commissioners meeting.

Background/History/Details:

Applicant proposes to rezone 41.78 acres from A-R (Agricultural-Residential) to R-75 (Single-Family Residential) for the purposes of developing a residential neighborhood of single-family detached homes. As defined in the Fayette County Comprehensive Plan, Rural Residential – 2 (1 unit/2 acres) is designated for this area, so the request for R-75 zoning is appropriate.

On September 5, 2024, the Planning Commission voted 4-0 to recommend CONDITIONAL APPROVAL, with AMENDED CONDITIONS. Please refer to the Staff Report for full set of recommendations and Planning Commission Amended Conditions.

Note: At the September 26, 2024, Board of Commissioners meeting, petitioner was granted a request to table b/c a full board was not present. The request was tabled until October 24, 2024. Prior to the October meeting, the petitioner requested to table to the November 14, 2024, due to a scheduling conflict. Due to resident concerns regarding the 2:00 PM November meeting time, the Board tabled the petition until January 23, 2025, 5:00 PM. At the January 23, 2025 meeting, petitioner requested a deferral due to lack of a full board. Board granted a deferral to February, 27, 2025.

Staff recommends CONDITIONAL APPROVAL of the request to rezone from A-R to R-75, with the five(5) amended conditions as listed in the staff report.

What action are you seeking from the Board of Commissioners?

Approval of Petition No. 1355-24, Andrea Pope Camp & Jordan Camp, owners; request to rezone 41.78 acres from A-R to R-75 for the purposes of creating additional lots without any new infrastructure; property located in Land Lot 28 of the 7th District and fronts on Davis Road and Huiet Drive with five (5) amended conditions.

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?* No

Backup Provided with Request? Yes

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

Approved by Finance Not Applicable

Reviewed by Legal Yes

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

COUNTY AGENDA REQUEST

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Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda: **Tabled to the February 27, 2025 Meeting**

Consideration of Petition No. 1355-24, Andrea Pope Camp & Jordan Camp, owners; request to rezone 41.78 acres from A-R to R-75 for the purposes of creating additional lots without any new infrastructure; property located in Land Lot 28 of the 7th District and fronts on Davis Road and Huiet Drive. Tabled at the October 24, 2024 Meeting.

Background/History/Details:

Applicant proposes to rezone 41.78 acres from A-R (Agricultural-Residential) to R-75 (Single-Family Residential) for the purposes of developing a residential neighborhood of single-family detached homes. As defined in the Fayette County Comprehensive Plan, Rural Residential – 2 (1 unit/2 acres) is designated for this area, so the request for R-75 zoning is appropriate.

On September 5, 2024 the Planning Commission voted 4-0 to recommend CONDITIONAL APPROVAL, with AMENDED CONDITIONS. Please refer to the Staff Report for full set of recommended and PC Amended Conditions.

Note: At the September 26, 2024, Board of Commissioners meeting, petitioner was granted a request to table b/c a full board was not present. The request was tabled until October 24, 2024. Prior to the Oct. meeting, the petitioner requested to table to the November 14, 2024, due to a scheduling conflict. Due to resident concerns regarding the 2:00 PM November meeting time, the Board tabled the petition until January 23, 2025, at 5:00 PM.

Staff recommends CONDITIONAL APPROVAL of the request to rezone from A-R to R-75, with the five(5) amended conditions as listed in the staff report.

What action are you seeking from the Board of Commissioners?

Approval of Petition No. 1355-24, Andrea Pope Camp & Jordan Camp, owners; request to rezone 41.78 acres from A-R to R-75 for the purposes of creating additional lots without any new infrastructure; property located in Land Lot 28 of the 7th District and fronts on Davis Road and Huiet Drive, with five (5) amended conditions.

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:

COUNTY AGENDA REQUEST

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Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda: **Tabled to the January 23, 2025 Meeting**

Consideration of Petition No. 1355-24, Andrea Pope Camp and Jordan Camp, Owners; Randy Board, Agent, request to rezone 41.78 acres from A-R to R-75 for the purpose of creating additional lots without any new infrastructure; property located in Land Lot 28 of the 7th District and fronts on Davis Road and Huiet Drive. This petition was tabled at the September 26, 2024 meeting.

Background/History/Details:

Applicant proposes to rezone 41.78 acres from A-R (Agricultural-Residential) to R-75 (Single-Family Residential) for the purpose of developing a residential neighborhood of single-family detached homes. As defined in the Fayette County Comprehensive Plan, Rural Residential – 2 (1 unit/2 acres) is designated for this area, so the request for R-75 zoning is appropriate.

On September 5, 2024, the Planning Commission voted, 4-0, to recommend CONDITIONAL APPROVAL, with AMENDED CONDITIONS. Please refer to the Staff Report for Amended Conditions, as recommended by the Planning Commission, and for the original staff recommendation for conditions.

At the September 26, 2024, Board of Commissioners meeting, pursuant to Sec. 110-298, the petitioner was granted a request to table because a full board was not present.

Staff recommends CONDITIONAL APPROVAL of the request to rezone from A-R to R-75.

What action are you seeking from the Board of Commissioners?

Approval of Petition No. 1355-24, Andrea Pope Camp & Jordan Camp, owners; request to rezone 41.78 acres from A-R to R-75 for the purpose of creating additional lots without any new infrastructure; property located in Land Lot 28 of the 7th District and fronts on Davis Road and Huiet Drive with seven (7) conditions.

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:

PETITION NO: 1355-24

REQUESTED ACTION: Rezone from A-R to R-75

PARCEL NUMBER: 0703 012

PROPOSED USE: Single-Family Residential Subdivision with No New Infrastructure

EXISTING USE: Agricultural/Residential

LOCATION: Davis Road & Huiet Drive

DISTRICT/LAND LOT(S): 7th District, Land Lot 28

ACREAGE: 41.78

OWNER(S): Andrea Pope Camp; Jordan Camp, Attorney-in-Fact

APPLICANT: Jordan Camp, Attorney-in-Fact

AGENT: Randy M. Boyd

PLANNING COMMISSION PUBLIC HEARING: September 5, 2024

BOARD OF COMMISSIONERS PUBLIC HEARING: January 23, 2025

Note: At the September 26, 2024, Board of Commissioners meeting, pursuant to Sec. 110-298, the petitioner was granted a request to table because a full board was not present. The request was tabled until October 24, 2024. Prior to the October meeting, the petitioner presented a request to table to the November 14, 2024, due to a scheduling conflict. Due to resident concerns regarding the 2:00 PM November meeting time, the Board tabled the petition until January 23, 2025, at 5:00 PM.

APPLICANT'S INTENT

Applicant proposes to rezone 41.78 acres from A-R (Agricultural-Residential) to R-75 (Single-Family Residential) for the purposes of developing a residential neighborhood of single-family detached homes.

PLANNING COMMISSION RECOMMENDATION

On September 5, 2024, the Planning Commission voted 4-0 to recommend **CONDITIONAL APPROVAL, with the following AMENDED CONDITIONS:**

[Notes: Condition #4 was omitted altogether. Condition #6 was amended to only follow Sec. 12-90., which removes the need for a condition related to installation of water lines. For clarity, staff has

removed this condition, and the County Ordinance Sec. 12-90 shall be applied here.]

1. The owner/developer shall dedicate land to Fayette County as needed to provide a minimum 40-ft of right of way as measured from the existing centerline of Davis Road.
2. The owner/developer shall dedicate land to Fayette County as needed to provide a minimum 40-ft of right of way as measured from the existing centerline of Huiet Drive.
3. Submittal of all warranty deed(s) and legal descriptions for right-of-way dedications shall be provided to the County within 90 days of the approval of the rezoning request, or prior to the final plat approval, whichever comes first.
4. The existing house and barn on the property shall be demolished, with the appropriate demolition permits, within 6 months of the approval of the rezoning; or prior to the submittal of a subdivision plat; or prior to the submittal of any permits, whichever comes first.
5. The availability of water is conditioned upon, among other things, Fayette County, Georgia, receiving a recorded permanent easement prior to final plat approval if the Construction Plan review process determines a recorded easement is required. Alternatively, any future water infrastructure the County maintains shall be located within an accessible public right-of-way.

[Original Staff-Recommended Conditions as presented to the Planning Commission]

STAFF RECOMMENDATION

As defined in the Fayette County Comprehensive Plan, Rural Residential – 2 (1 unit/2 acres) is designated for this area, so the request for R-75 zoning is appropriate. Staff recommends **CONDITIONAL APPROVAL** of the request for a zoning of R-75, Single-Family Residential District.

STAFF RECOMMENDED CONDITIONS FOR PETITION No. 1355-24

1. The owner/developer shall dedicate land to Fayette County as needed to provide a minimum 40-ft of right of way as measured from the existing centerline of Davis Road.
2. The owner/developer shall dedicate land to Fayette County as needed to provide a minimum 40-ft of right of way as measured from the existing centerline of Huiet Drive.
3. Submittal of all warranty deed(s) and legal descriptions for right-of-way dedications shall be provided to the County within 90 days of the approval of the rezoning request, or prior to the final plat approval, whichever comes first.
4. The owner/developer shall improve the gravel road segments fronting the parcel and extend the improvement north on Huiet Drive to meet existing pavement. The improvement shall meet County Standards for Collector Roads and be designed and constructed in accordance with Fayette County's Development Regulations. Alternatively, the owner/developer may pay Fayette County \$1,105,000 so that Fayette County can make the improvements in the future. The work shall be completed, or the

payment made, prior to Final Plat approval.

5. The existing house and barn on the property shall be demolished, with the appropriate demolition permits, within 6 months of the approval of the rezoning; or prior to the submittal of a subdivision plat; or prior to the submittal of any permits, whichever comes first.
6. Prior to submission of any final plat(s) or amendments or revisions thereto, and irrespective of the number of lots in any final plat(s) or revision thereto, the developer shall be required to extend the public water line from adjacent subdivision to provide water service for each lot in the subdivision. The water line extension shall be constructed to the standards outlined in, "Sec. 12-90. - Mandatory connection to public water system, including the installation of fire hydrants."
7. The availability of water is conditioned upon, among other things, Fayette County, Georgia, receiving a recorded permanent easement prior to final plat approval if the Construction Plan review process determines a recorded easement is required. Alternatively, any future water infrastructure the County maintains shall be located within an accessible public right-of-way.

Staff Note from Public Works regarding Condition #4:

The potential traffic load from the parcel under the existing A-R zoning is approximately 72 trips per day. The trip estimate for the proposed zoning is 144 trip per day or greater if an internal local road is provided to increase lot yield beyond 16. This is a 100% increase, or greater. Although there are larger residential developments in the area, they have alternative access points so drivers can avoid travel on a gravel road. Conversely, all traffic for this development would be on one or both gravel roads and the start/destination points concentrated across the Davis Road and Huiet Drive frontages.

The design standard and level-of-service for these existing roads is low. They are gravel, narrow, and often with limited or no right-of-way. This limits Fayette County's ability to clear vegetation for sight distance, remove obstructions, and provide adequate ditches and cross-drains for drainage. In addition, some areas have substandard horizontal and vertical geometries. For these reasons, maintaining gravel roads is on-going challenge even at existing traffic volumes. The increased traffic and curb cuts would exceed what the roads are able to support. Improvements are needed to provide an adequate level-of-service for the proposed change in density.

The recommended dollar value payment is based on Fayette County's cost estimate to design and construct road improvements along the portion of Davis Road (1,403 ft +/-), Huiet Drive (1,495 ft +/-) fronting the parcel, plus an extension north along Huiet Drive to tie in with existing pavement (300 ft +/-). The scope of work includes the design, right-of-way acquisition, utility relocations, and construction work necessary to improve the road from its current condition to a paved Collector Road, that meets Fayette County's Development Regulations.

The cost estimate to improve 2,898 ft of existing gravel road to County Collector Standards is

\$1,105,000.

This estimate includes design, surveying, right-of-way acquisition, and construction. It assumes all the work is outsourced and is based on today dollars (no inflation). It also assumes no stormwater management features beyond culverts and ditches and no grading easements beyond the 80-ft ROW.

INVESTIGATION

A. GENERAL PROPERTY INFORMATION

The property is a legal lot of record in the A-R zoning district. There is a single-family home and barn on the property. This property is not located in an overlay zone.

B. REZONING HISTORY:

There is no record of a prior rezoning.

C. CURRENT DEVELOPMENT HISTORY:

The property has a single-family home and a barn on it. The house does not meet the minimum requirements for R-75, so staff is recommending a condition for removal. The barn will not meet the minimum requirements for an accessory structure in R-75, so staff is recommending a condition for removal.

D. SURROUNDING ZONING AND USES

Near the subject property is land which is zoned A-R and R-40. See the following table and the attached Zoning Map.

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

Direction	Acreage	Zoning	Use	Future Land Use Plan
North	11	R-40	Single-Family Residential	Rural Residential – 2 (1 unit/2 acres)
East	10	R-40	Single Family Residential	Rural Residential – 2 (1 unit/2 acres)
South (across Davis Road)	48	A-R	Single Family Residential & Agricultural	Rural Residential – 3 (1 unit/3 acres)
West (across Huiet Drive)	60	A-R	Single Family Residential & Agricultural	Rural Residential – 3 (1 unit/3 acres)

E. COMPREHENSIVE PLAN

Future Land Use Plan: The subject property lies within an area designated for Rural Residential - 3 on the Future Land Use Plan map. This request **DOES CONFORM** to the Fayette County Comprehensive Plan/Future Land Use Map.

F. ZONING/REGULATORY REVIEW

Access & Right-of Way: The property has existing access on Huiet Drive and Davis Road.

Site Plan: The applicant submitted a survey with concept plan for the property. A full site plan review (minor final plat) will be conducted when an application for development is submitted.

G. DEPARTMENTAL COMMENTS

- ☐ **Fayette County Public Schools** -- This rezoning will not be an issue for the school system.
- ☐ **Water System** -- No objections.
- ☐ **Public Works & Environmental Management**
 - **Access Management**
 - Huiet Drive is a County Collector. There is no traffic data for Huiet Drive.
 - Davis Road is a County Collector. There is no traffic data for Davis Drive.
 - **Sight Distance** -- The speed limit on Huiet Drive and Davis Road is 25 MPH, requiring 280 ft. of sight distance. Sight distance has not been verified.
 - **Floodplain Management** -- The property **DOES NOT** contain additional floodplain delineated in the FC 2013 Future Conditions Flood Study. The property **DOES NOT** contain floodplain per FEMA FIRM panel 13113C0092E dated September 26, 2008.
 - **Wetlands** -- The property **DOES NOT** contain wetlands per the U.S. Department of the Interior, Fish and Wildlife Service 1994 National Wetland Inventory Map. The owner or developer will be responsible for submitting proper documentation during the development process as to the existence or non-existence of wetlands.
 - **Watershed Protection** -- There **ARE NOT** state waters located on the subject property and the site **WILL NOT BE** subject to the Fayette County Watershed Protection Ordinance upon subdivision.
 - **Groundwater** -- The property **IS** within a groundwater recharge area.
 - **Post Construction Stormwater Management** -- This development **WILL BE** subject to the Post-Development Stormwater Management Ordinance if rezoned and developed with more than 5,000 square feet of impervious surfaces for a major subdivision or commercial site plan.

- ☐ **Environmental Health Department** – This office has no objection to the rezoning of this parcel. This approval is only for rezoning and no other future requirements of this office.
 - ☐ **Fire** – Due to the number of lots proposed and distance to the adjacent water line in Canoe Club S/D, water will be required to be ran to all proposed lots in this S/D, including installation of fire hydrants as stated below.
 - Sec. 12-90. - Mandatory connection to public water system.
 - (a) Every lot of a proposed subdivision shall be supplied with adequate water and waste water facilities which shall be approved by the state commissioner of health. Septic tank drain field approval shall be on an individual lot basis. Where public water or waste water facilities are available within the distance specified below, the subdivider shall assure that every lot of the subdivision shall be provided with public water.
 - Number of Lots: 6 or more. Minimum Distance from Water Line: 2,500 feet.
 - For each additional lot after six, an additional 150 feet shall be added per lot to the minimum distance from a water line requiring connection thereto.
 - *Measured along public right-of-way to closest point on property. Cost differentials based on line sizes and fire hydrants needed to serve a subdivision versus that needed as part of the overall system will be determined by the water system.
 - (b) Standard fire hydrants will be provided at the spacing defined under section 12-91. Design standards shall be as specified by the American Water Works Association.
- (Code 1992, § 9-82; Ord. of 9-24-1987, § 5-2; Ord. No. 90-15, § 9-82, 9-27-1990; Ord. No. 2000-14A, § 1, 9-28-2000)
- ☐ **GDOT** – n/a

STANDARDS

Sec. 110-300. - Standards for map amendment (rezoning) evaluation.

All proposed map amendments shall be evaluated with special emphasis being placed on the relationship of the proposal to the land use plan and related development policies of the county. The following factors shall be considered by the planning and zoning department, the planning commission and the board of commissioners when reviewing a request for rezoning:

- (1) Whether the zoning proposal is in conformity with the land use plan and policies contained therein;
- (2) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;
- (3) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing or planned streets, utilities, or schools;
- (4) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

STAFF ANALYSIS

1. The subject property lies within an area designated for Rural Residential Uses. This request does conform to the Fayette County Comprehensive Plan in terms of the use and the minimum lot size.
2. The area around the subject property is an area that already has various residential uses. It is staff's opinion that the zoning proposal is not likely to adversely affect the existing or future uses of nearby properties.
3. It is staff's opinion that the zoning proposal will not have an excessive or burdensome impact on schools. The project does meet criteria that require extension of public water lines to serve the property. Staff has determined that the development would have an adverse impact on local roads.
4. The proposal is consistent in character and land use with the surrounding uses as low density residential.

ZONING DISTRICT STANDARDS**Sec. 110-131. R-75, Single-Family Residential District.**

(a) *Description of district.* This district is composed of certain lands and structures, having a low density single-family character and is designed to protect against the depreciating effects of small lot development and those uses incompatible with such a residential environment.

(b) *Permitted uses.* The following uses shall be permitted in the R-75 zoning district:

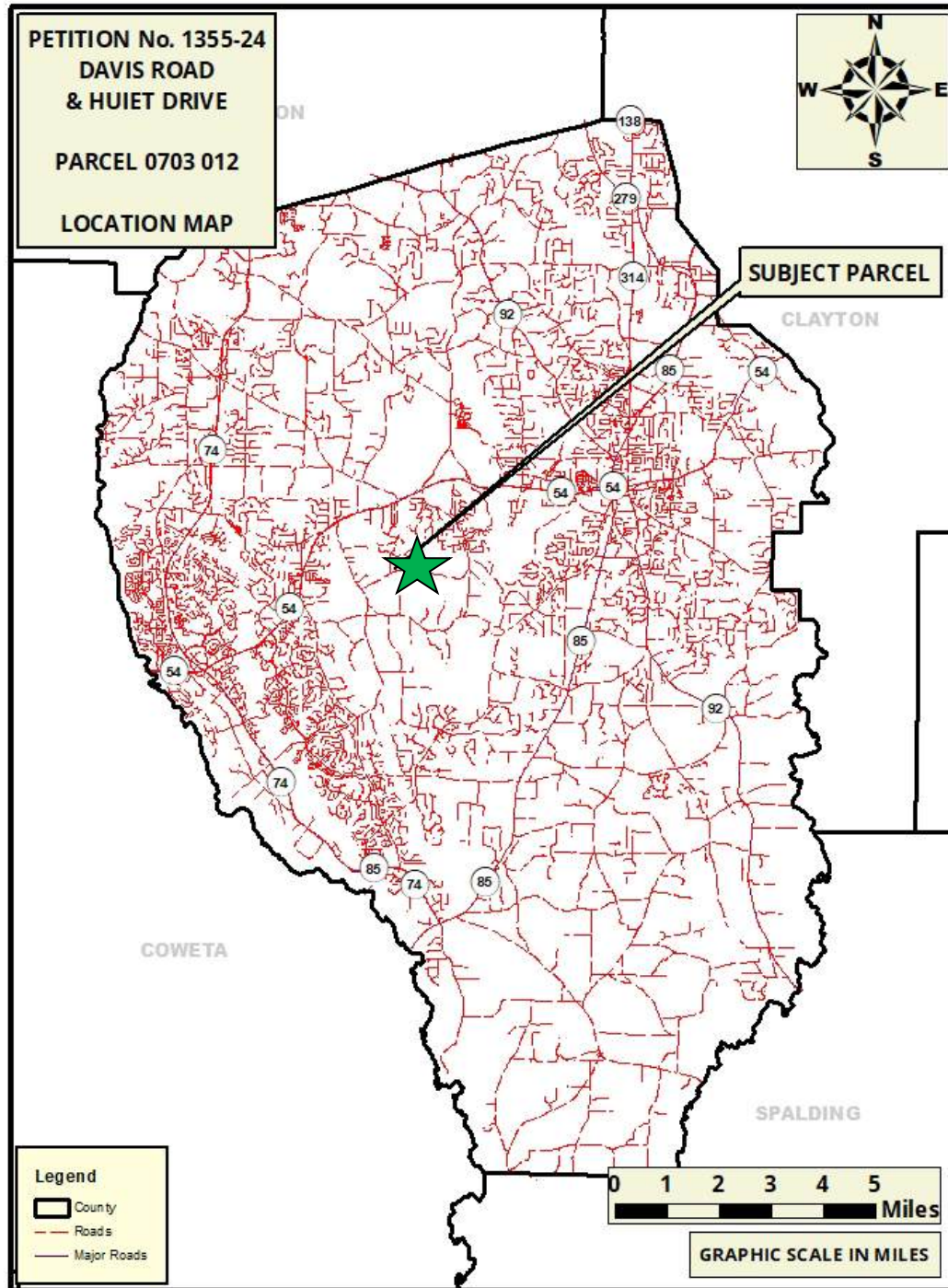
- (1) Single-family dwelling;
- (2) Residential accessory structures and uses (see article III of this chapter); and
- (3) Growing crops, gardens.

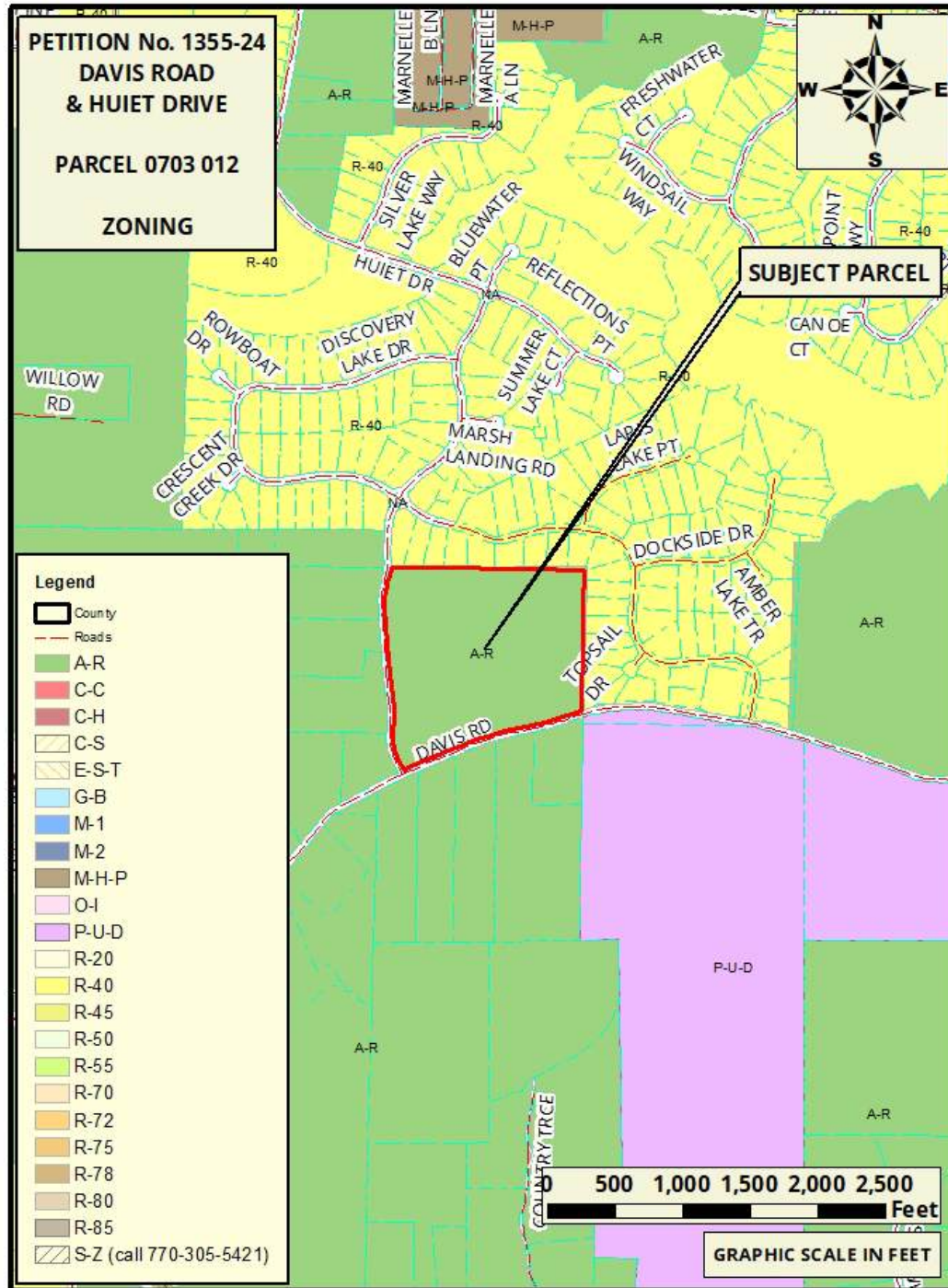
(c) *Conditional uses.* The following conditional uses shall be allowed in the R-75 zoning district provided that all conditions specified in article V of this chapter are met:

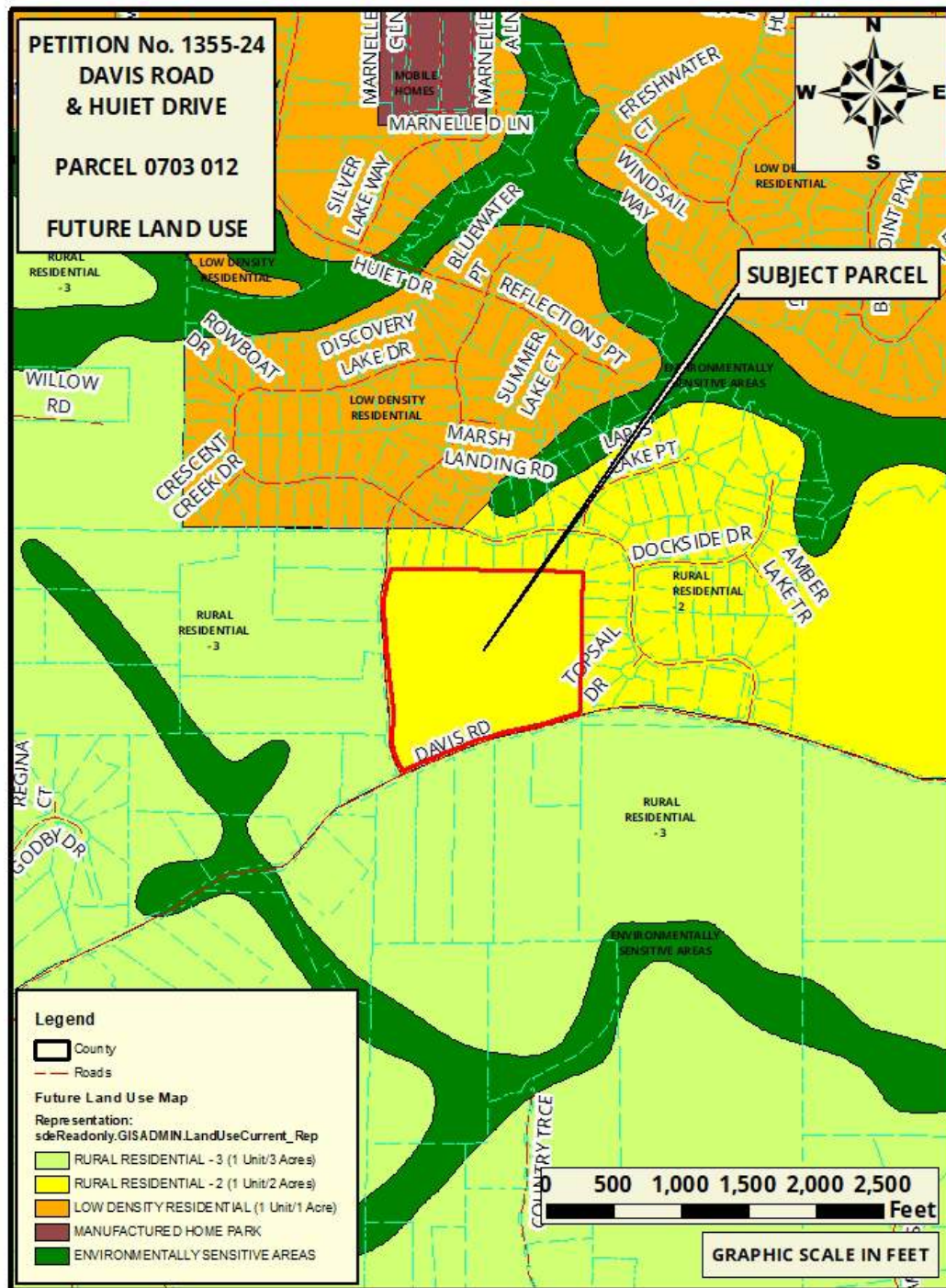
- (1) Church and/or other place of worship;
- (2) Developed residential recreational/amenity areas;
- (3) Home occupation;
- (4) Horse quarters; and
- (5) Private school, including, but not limited to: classrooms, administration, playground, housing, athletic fields, gymnasium, and stadium.

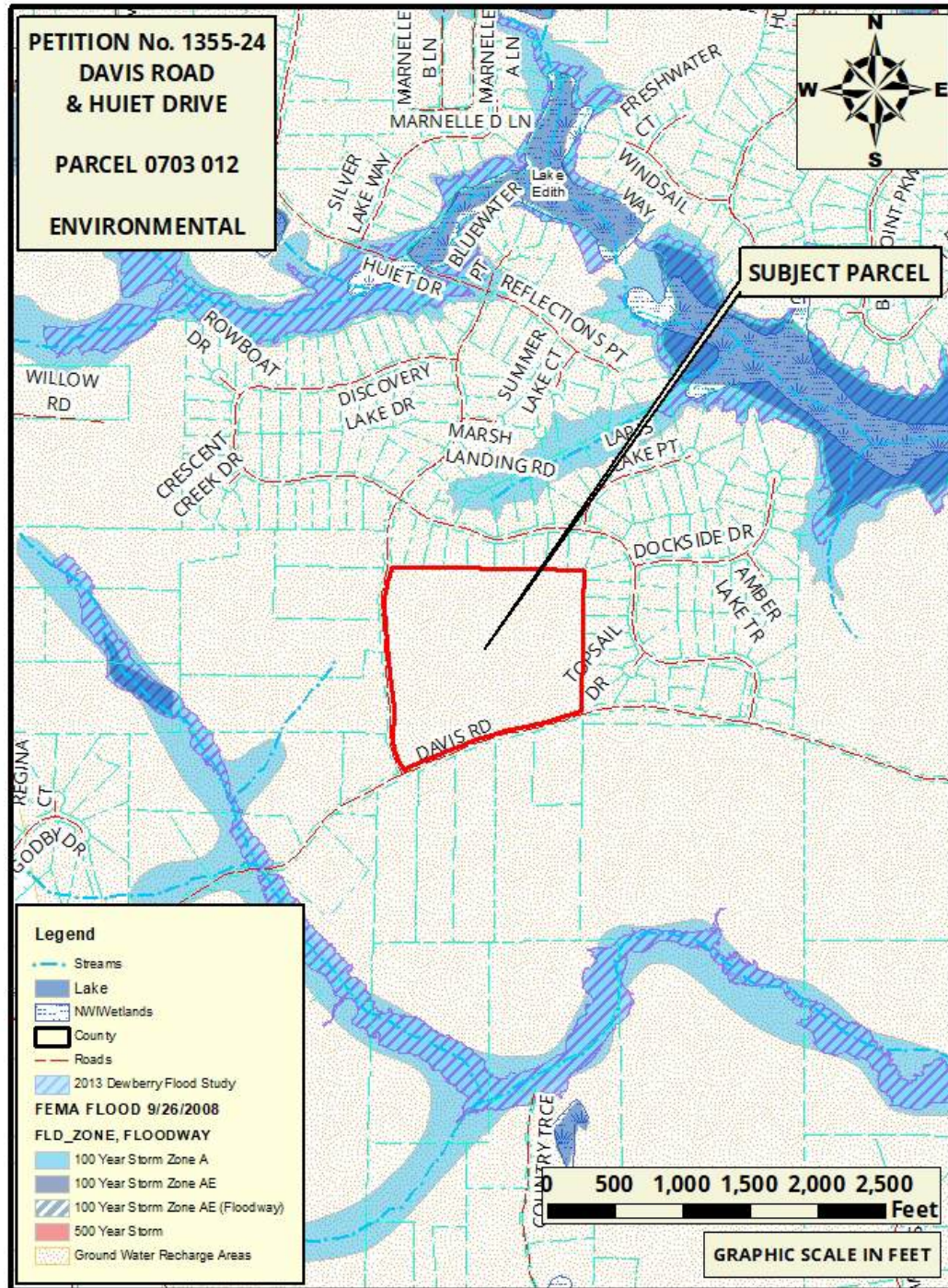
(d) *Dimensional requirements.* The minimum dimensional requirements in the R-75 zoning district shall be as follows:

- (1) Lot area per dwelling unit: 87,120 square feet (two acres).
- (2) Lot width: 125 feet.
- (3) Floor area: 2,500 square feet.
- (4) Front yard setback:
 - a. Major thoroughfare:
 1. Arterial: 100 feet.
 2. Collector: 75 feet.
 - b. Minor thoroughfare: 50 feet.
- (5) Rear yard setback: 50 feet.
- (6) Side yard setback: 25 feet.
- (7) Height limit: 35 feet.

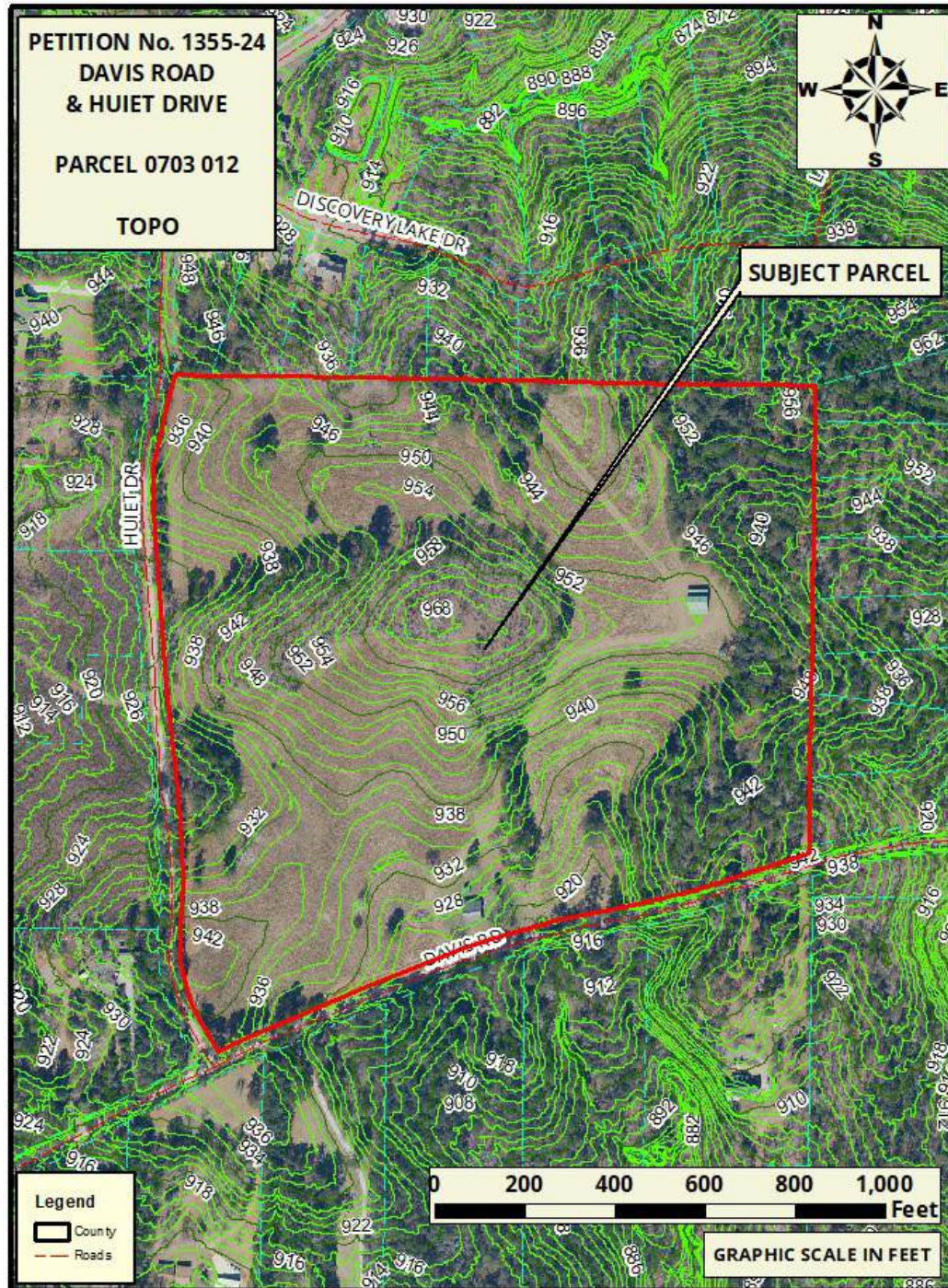














SURVEY with CONCEPTUAL LOT LAYOUT

Meeting Minutes 9/05/2024

THE FAYETTE COUNTY PLANNING COMMISSION met on September 5th, 2024, at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

MEMBERS PRESENT: John H. Culbreth Sr., Chairman
John Kruzan, Vice-Chairman *[absent]*
Danny England
Jim Oliver
Boris Thomas

STAFF PRESENT: Debbie Bell, Planning and Zoning Director *[absent]*
Deborah Sims, Zoning Administrator
Maria Binns, Zoning Secretary
E. Allison Ivey Cox, County Attorney

NEW BUSINESS

1. Call to Order.
2. Pledge of Allegiance.
3. Approval of Agenda. *Ms. Deborah Sims requested the board to amend the agenda to add item (d) Minor Final Plat for Liberty North. Danny England made a motion to approve the agenda with the addition of item (d) Minor Final Plat for Liberty North on the September 5th Agenda. Jim Oliver seconded the motion. The motion passed 4-0 John Kruzan was absent.*
4. Consideration of the Minutes of the meeting held on August 1, 2024. *Jim Oliver made a motion to approve the minutes of the meeting held on August 1, 2024. Boris Thomas seconded the motion. The motion carried 4-0.*
5. Plats
 - a. Final Plat for Wright Chancey McBride LLC. Approval of the Final Plat for Wright Chancey McBride LLC. Ms. Sims explained the first final plat is McBride Estates, Mr. Rod Wright is subdividing these lots on McBride Road. It has been reviewed and approved by staff, she showed the plat and explained he is making 5 lots and I think the board approved the rezoning so he could do the neighborhood in that area. Mr. John Culbreth asked the board if they had any questions.? Jim Oliver asked if staff had approved it.? Ms. Sims replied staff had reviewed and approved it. The plat shown on display was not the correct one, she apologized to the board, and they showed the plat before. Mr. Thomas asked if there were any conditions.? Ms. Sims responded no, there were no conditions on the final plat. *Jim Oliver made a motion to APPROVE the Final Plat for Wright Chancey McBride LLC. Boris Thomas*

seconded the motion. The motion carried 4-0.

- b. Minor Final Plat for 385 Snead Road. Approval of the Minor Final Plat for 385 Snead Road. Ms. Sims states the board also reviewed when we had the rezoning and these were discussed before, they had subdivided it into three lots, so you don't have the strangely configured lot, each lot is still the 5-acre. Mr. Culbreth asked what changes were made.? Ms. Sims responded this was one lot and subdivided into three, they just rezoned it, so they have weird lots so the line lots were way back. Mr. Culbreth asked the board for a motion. ***Danny England made a motion to APPROVE the Final Plat for 385 Snead Road. Jim Oliver seconded the motion. The motion carried 4-0.***
- c. Minor Final Plat for Riverbend Overlook Phase III. Ms. Sims commented to the board they already approved Phase I & Phase II; this is Phase III, and it has been reviewed and approved by staff. Mr. Culbreth asked the board if they had any questions.? No one responded. ***Jim Oliver made a motion to APPROVE the Minor Final Plat for Riverbend Overlook Phase III. Danny England seconded the motion. The motion carried 4-0.***
- d. Final Plat for Liberty North. Ms. Sims explained to the board they had seen this plat several times since 2006 with preliminary plats and staff had approved it. Mr. Culbreth asked the board if they had any questions.? No one responded. Then he asked for a motion. ***Danny England made a motion to APPROVE the Final Plat for Liberty North. Jim Oliver seconded the motion. The motion carried 4-0.***

PUBLIC HEARING

- 6. Consideration of Petition No. 1353-24, The Estate of Richard N. Cates/Carol Denise Cates Mercer, Executrix; request to rezone 4.86 acres from A-R (Agricultural-Residential) to C-C (Community Commercial) for the purposes of constructing a convenience store with fuel pumps. Property is located in Land Lot 151 of the 5th District and fronts on Banks Road and Highway 54. Ms. Sims asked the petitioner would like to proceed without a full board present, the petitioner said yes.

Ms. Sims stated that the property is located at the corner of Banks Road and Highway 54 staff is recommended denial. However, should the planning commission decide they would like to approve that, staff recommends the following CONDITIONS:

- 1. The applicant provides a minimum of 40 feet of ROW as measured from the existing road centerline or at least 10 feet beyond payment for acceleration/deceleration lanes whichever is greater.
- 2. Submit all Warranty deeds and Legal descriptions for ROW dedications shall be provided to the county within 90 days of the approval of the rezoning request or prior to the final plat approval whichever comes first.
- 3. Entrance location on Banks Road shall be limited to a right in right out and as recommended by GDOT the driveway shall be a minimum of 200ft from the return radius of Banks Road and SR 54.
- 4. Applicant shall extend the existing sidewalk along Banks Road for

the length of the property.

This is surrounded by residentially zoned properties there is not any floodplain or that concerned, they are asking to go to C-C (Community Commercial) so they can have a convenience store, the lot is located in the eastern part of the county. This is an A-R (Agricultural-Residential) is a legal lot of record, there are no rezonings that have been approved for this property.

Mr. Culbreth asked the petitioner to proceed with his presentation. Mr. Newton Galloway- Attorney, stated he was representing The Estate of Richard N Cates/Denise Mercer's daughter, Owner; Mr. Sudesh Dhingra is the applicant who desires to do the convenience store, and Mr. Jim Kelly, who is a real estate professional. They provided a printed PowerPoint presentation that staff distributed to the board, he said he worked with Ms. Bell in Spalding County with her before she came to work for Fayette County, but Ms. Bell was not present at tonight's meeting.

He explained in the presentation that the first page shows where the proposed store will be; the next page is a picture shown on qpublic.net lot diagram this is a request to go to Community Commercial from A-R on 4.6 acres and at its corner on Highway 54 and Banks Rd., which is a key element in this zoning. He explained how and where the building would be located, this is a triangular piece of property. Mr. Galloway said it is surrounded by residential zonings and it's been sitting there ever since Fayette County had a zoning ordinance. You condemn property, and the state condemns property, for the expansion of Highway 54 and also improvements on Banks Rd., so what started as a 5 acres tract it's now a 4.8 acre tract, a significant reduction.

He stated a real problem with this property is the traffic, it is at the corner of a thoroughfare. Traffic is a problem for a piece of property that has a funny shape and is sitting undeveloped in the middle of a residential developments around it. He stated another problem is the A-R zoning; everything else around changed except for that lot. He doesn't think you will be allowed to build since the lot doesn't have the A-R zoning acreage. You might be able to rezone to R-20 or R-40 one-acre lots, but people will not buy houses on a busy intersection. He states that the property in 2003 requesting a change in zoning to an R-20 or R-40; it went up to the BOC and they said no, they keep it as A-R. How long it has been zoned undeveloped? 21 years. Ms. Bell has covered some conditions if approved but there are other things you can do such as lighting, and the rear buffer and we will be open to discussion with staff in order to get this property functional and useful.

Mr. Jim Kelly has been with TrueMark Realty, the listing broker for the property since 2023 spoke. He stated when they listed the property over 300 prospects contacted them for commercial and were able to narrow it down to two offers. Both were convenience store operators and chose the lower offer amount. They chose someone local, Sam, owner of BP station west of town on Veterans Highway and Highway 54. We want to present this to the community and the neighbors to make the best attempt and best effort. He explained how they contracted to present the plans for this meeting and went to the neighbors on that street offering a copy of the plans and letting them know if they had any questions regarding the plans to contact him or the owners, they were very approachable.

Ms. Denise Mercer states she is the oldest daughter of Richard Cates, and she was born and raised in this county. She spoke about the property expansions, and they are left with a little bit over 4 acres, she said they will secure a 60-foot natural wooded buffer for the adjacent

homeowners, a buffer that will be lost if they do not develop this property and will be forced to sell off the timber in order to do so, that will eliminate that natural buffer.

Mr. Culbreth asked if anyone was in opposition?

Arnold Martin has lived in the Deer Glen subdivision for over 20 years. He states he sent opposition letters, and that this convenience store will be very disruptive, this proposed zoning is not in the comprehensive plan, and the future land use plan and it's surrounded by residential zones. He spoke about traffic in the area and it's very dangerous for the community if they allow this convenience store.

Mr. Darryl Hicks lives at Oak Manor and he represents The Oaks HOA. He spoke about the environmental harm through soil, groundwater contamination, and air pollution given the proximity of the site to residential homes. He stated they are deeply concerned about the long-term impact on our community.

Mr. Griffin Root he is the secretary and treasurer for Wellington Place HOA. He has resided here for about 13 years, and he states they have 45 families in the subdivision. He has two concerns about this rezoning request. The first is the noise and light pollution we know if we put a gas station in that corner will be a lot more traffic, making it a lot noisier and a lot of light pollution in the evenings, especially for the neighbors across the street from where this property supposed to be built. Mr. Root added that if you look around there are already gas stations near our residential neighborhoods. It doesn't make any sense to add another one.

Ms. Sandra Lee Quiry lives 500 or 600 feet from the subject property. She talked about health concerns about living near a gas station. Ethanol is a compound in petroleum which is a solvent used to turn petroleum into something to use in your car to use gasoline and another associated with it and is carcinogenic. She explained different types of substances that will harm your health and the air. She asked the board to deny the petition to the danger to the people to reside in these homes.

Mr. Leroy Brown lives in Deer Glen Forrest subdivision, they own two of the 7 lots in the neighborhood, he states the value of the properties will devalue and the pace they have now will not be there anymore, and there will be a lot more foot traffic and crime concerns the neighbors.

Mr. Culbreth asked Mr. Galloway if he wanted to say anything in rebuttal. He said the owner has to be able to have that opportunity to use the property and have the use and have a reasonable economic return and there are no uses on that property that has developed as zoned in 21 years, which sends the signal that the zoning isn't appropriate. This is a difficult piece of property because of its size and location.

Anonymous opposition speaker stated that he has lived in Deer Forest Road since 2011 and explained if this petition is granted it will destroy this person's driveway. There is water that flows down the area where this will be located.

Mr. Culbreth stated to the public present that the planning commission's vote is a recommendation to the Board of Commissioners for final adoption, and they will need to follow up with the next meeting. Mr. Culbreth asked the board for any questions.

Mr. Jim Oliver asked Mr. Galloway how he would address the fact that the property presently doesn't comply with the comprehensive land use plan? Mr. Galloway responded that the comp plan is used as a guide and that there are sometimes oversights between what the comp plan should provide for a piece of property and what it does provide. The comp plan is not subject to constitutional standards; they apply to zoning because it is an action of the local government to affect land uses.

Mr. Oliver responded he did think no one is denying the use of the property and I have been on both sides, of the commissioners and attorneys. The comprehensive plan many times has been used as a sword both ways, "don't come here and ask us to rezone this because it doesn't apply" or "it's only a guide." There are, perhaps, other reasonable uses for the property, not necessarily C-C; O-I it comes to mind, some other less invasive less disrupted use. Mr. Galloway I will go back to what Mr. Kelley said the people who called all wanted a commercial property, that tells you what the market is. Since COVID, the Office uses have about died.

Mr. Boris Thomas added, referring to Mr. Galloway's comments that the property wasn't necessarily functional on certain returns but just depended upon the profit the owners wanted to make, it has over 47 uses other than a gas station and that can be quite commercial. We are not obstructing the ownership of the property from making a profit by selling the property, that will not stop them from selling the property.

Mr. Galloway responded he acknowledged there are 47 listed permitted uses and 20 conditional uses that are allowed but to get to those what do we have to do?

Mr. Thomas responded that is not our responsibility to make the property okay, but the owner's responsibility to get the property set up.

Mr. Galloway explained that each one of those uses would require rezoning.

Mr. Danny England commented that they had more convenience store/gas station rezoning in the past 18 months, we approved all of them except for one, which was located at GA 85 S and a lot of the discussion was the same as this one. We voted to reject that proposal because it was surrounded by residential uses. We looked at the character of the area and the surrounding uses. The fact that this is located at a signalized intersection does not mean that a gas station is automatically the best use.

Mr. Culbreth asked for a motion after no further comments. ***Boris Thomas made the motion to deny Petition 1353-24. Danny England seconded the motion. The motion to DENY carried 4-0. Mr. England asked Ms. Sims for the BOC date meeting for follow-up on this petition, Ms. Sims responded on September 26th at 5 O'clock in this room.***

7. Consideration of Petition No. 1354-24, Marion L. Holt, owner; requests to rezone from A-R to R-45 for the purposes of creating additional lots without any new infrastructure. Property is located in Land Lot 148 of the 7th District and fronts on Palmetto Road. Ms. Sims explained the petition is located at 285 Palmetto Road, staff found a problem with this, and staff is recommending being withdrawn, we need the planning commission approval to withdraw so we can refund the applicant's money, it wasn't going to meet all the requirements needed. Mr. Boris asked staff if the petitioner was aware of the withdrawal? Ms. Sims responded yes; we told them we were going to request withdrawal. ***WITHDRAWN BY PETITIONER, Danny England made a motion to allow the WITHDRAWAL of Petition 1354-24, Jim Oliver seconded the motion. The motion carried 4-0.***
8. Consideration of Petition No. 1355-24, Andrea Pope Camp & Jordan Camp, owners; request to rezone 41.78 acres from A-R to R-75 for the purposes of creating additional lots without any new infrastructure. Property is located in Land Lot 28 of the 7th District and fronts on Davis Road and Huie Drive.

Ms. Sims explained the petition and said staff recommends conditional approval of this

request that does fit with the future land use plan. The recommended conditions are:

1. The owner/developer shall dedicate land to Fayette County as needed to provide a minimum 40 ft of right of way as measured from the existing centerline of Davis Road. 2. The owner/developer shall dedicate land to Fayette County as needed to provide a minimum 40-ft of right of way as measured from the existing centerline of Huiet Drive. 3. Submittal of all warranty deed(s) and legal descriptions for right-of-way dedications shall be provided to the County within 90 days of the approval of the rezoning request, or prior to the final plat approval, whichever comes first.

4. The owner/developer shall improve the gravel road segments fronting the parcel and extend the improvement north on Huiet Drive to meet existing pavement. The improvement shall meet County Standards for Collector Roads and be designed and constructed in accordance with Fayette County's Development Regulations. Alternatively, the owner/developer may pay Fayette County \$1,105,000 so that Fayette County can make the improvements in the future. The work shall be completed, or the payment made, prior to Final Plat approval.

5. The existing house and barn on the property shall be demolished, with the appropriate demolition permits, within 6 months of the approval of the rezoning; or prior to the submittal of a subdivision plat; or prior to the submittal of any permits, whichever comes first.

6. Prior to submission of any final plat(s) or amendments or revisions thereto, and irrespective of the number of lots in any final plat(s) or revision thereto, the developer shall be required to extend the public water line from adjacent subdivision to provide water service for each lot in the subdivision. The water line extension shall be constructed to the standards outlined in, "Sec. 12-90. - Mandatory connection to public water system, including the installation of fire hydrants."

7. The availability of water is conditioned upon, among other things, Fayette County, Georgia, receiving a recorded permanent easement prior to final plat approval if the Construction Plan review process determines a recorded easement is required. Alternatively, any future water infrastructure the County maintains shall be located within an accessible public right-of-way.

Ms. Sims explained on the map this is located by one side Canoe Club and on the other side they are constructing the new development Hunt Cliff Manor, Davis Road is a gravel, Road. Mr. Culbreth asked if the petitioner was present.

Mr. Randy Boyd, he represented Andrea Pope Camp that is the owner of this property, and her son Jordan Camp is the attorney in fact, Ms. Pope inherited this property back in 2011 her dad originally purchased 40 years ago and my request tonight to have rezoned to R-75 which consist in 2 acre lot with a minimum house size of 2,500 sq ft. To the north and east is a borderline subdivision of an R-40 zoning minimum house size of 1,500 sq ft. To the west and south is A-R and to the southeast is a piece of property that was zoned PUD back in 2016 it ended up going to litigation, there are 212 acres and 91 lots, and I request tonight's for R-75, I read over the recommended conditions, and I have been doing this for 41 years and I was shocked when I saw condition number "4", we agree with condition number 1,2 and 3, we will dedicate the appropriate ROW's for both of those streets, I don't even know where to start with that deal about donating \$1,105,000 million dollars to do what the county should be doing and also punishing this land owner by saying you going to go north 300 feet tying into a subdivision they should it brought down to that point back into 2007 that would it adequate

\$1,105,000 million dollars to it cost addition in our property \$69,000 dollars per lot if this zoning goes through we will put the water line in, I got different prices \$300,000 divided by 16 lots is another \$18,750 dollars if you add it the cost of the land in what their asking for the property it will be about \$10,000 dollars more than you can possible get for, under a current market analysis, it's just surrender that property absolutely where you can't do anything about it.

He explained another case from last month from Davis Road it should have been at right at 69-70K, I don't believe is legal, we'll consult it with an attorney on that, but I think is very improper to ask us one week later to donate over a million dollars for what the county should be doing, staff didn't even suggest that a month ago, they suggested donate ROW on Lester Road and Davis and will have 90 days to turn the deeds in.

We will agree with every bit of that in our street also, so will accept condition 1,2,3 and absolutely ask you to not impose number 4 and number 6 on the extension of the water line I be happy to do that, and we will dedicate ROW or easement whatever is the case but in the second sentence "Prior to submission of any final plat(s) or amendments or revisions thereto, and irrespective of the number of lots in any final plat(s) or revision thereto" I will ask that you eliminate that with the number of lots. He requested that on section 12-90 mandatory connection to the public water system, "is you have 5 lots you don't have to tie to the county water system" I will ask that be taken out to the number of lots and put in if they are "6 or more lots" and be more in compliance of section 12-90 of the existing ordinance. He asked the board to grant the petition without condition 4 and as per his request.

No one else spoke in support or opposition.

Mr. Culbreth brought the petition to the Board.

Mr. Boris Thomas made a comment saying I was going to say in addition to the million dollars there needs to be an extra 10% contingency because all oil prices and vendors changes. The impact in the county to have a paved road there is strong and wide enough for emergency vehicles, that location is going to cost even more at that intersection area and probably will need a traffic light.

Mr. Boyd responded that the staff is asking to go there 300 feet about our site and bring it down to the intersection and go over to the east about 1,500 feet so we wouldn't be paving the entire road we just are paving that section in front of this property, which to me is very demanding.

Mr. Culbreth asked staff if we have a president where we ask for a million dollars.?

Ms. Sims responded this was the first time I am aware that we have requested such funding to pave a road, is it an issue because Davis Road is a gravel road, and I don't believe the county owns enough ROW and this was the recommendation from the public works director to facilitate having this many homes, even though this goes along with the future land use plan it will put a lot more on Davis Road.

Mr. Culbreth asked Ms. Sims, is the county asking the developer to pave its road.? Ms. Sims responded, I am not sure the county owns all of the ROW, so part of is going to be to acquire all of that ROW so it could be paved and that's why they gave the alternative that they could pay the county and the county would do that they wouldn't have all their responsibility were they were offering those options.

Mr. Culbreth added he opposed to that, and Mr. Oliver asked why are you paying taxes for.? This is the responsibility of the county.

Ms. Allison Cox responded currently the county is not require paving or upgrade this

road at all and it's been asked in other to go through requires an upgrade and we just don't have in the county's budget. Mr. Oliver asked Ms. Cox why wasn't asked to Canoe Club.? I don't think I was here for the Canoe Club.

Mr. Boyd responded the Canoe Club is on the north side but even closer than that why wasn't even asked to the PUD that was taken to court, last month the same road at another intersection they didn't ask a penny for that, their assessment based on these values should be \$69,000 dollars for that one lot exactly what our is, so there is consistency here.

Ms. Cox responded that single lot doesn't cost the same impact than 16.

Mr. Boyd responded but if you take one lot at the time it does cost the same impact that a ridiculous argument.

Mr. Oliver said I was just trying to figure it out about the consistency.

Ms. Cox replied that with a single lot we have a house full of people who came in to tell you about the problems when they disrupt, that gravel road barely supports what's there so the single lot that was being to be put in is not going to add but one more car, 16 lots significantly increases the traffic and the area in front of the subdivision to be paved to support that sort of road where the county is not currently planning to invest in that infrastructure, so if this is the plan and the county is not planning to invest can't be developed until there is an infrastructure to support it.

Mr. Danny England state it that the rest of us has seen where that development has occurred without that infrastructure or investment, so is this going to be the policy coming forward? Every time someone develops something on a dirt road will have to pull out the checkbook?

Ms. Cox responded she thinks that is probably where you are as far as supporting something of this size.

Mr. England responded you can incrementally develop more than 16 lots on this road and be on the same boat that we ran last month where we didn't require funds, so 16 lots isn't a lot we have seen way more than that.

Mr. Thomas added that his neighborhood is considered private and got to pay \$3,000,000 dollars to get the road pave and we paid the millage rate as the sounding areas, but we are told that we use the main road so that why your millage will stay the same. We can't get any help from the county in repaving the roads or doing any of the infrastructure underneath sewage or anything like that.

Mr. Oliver asked Mr. Boyd about the other conditions, you said number 1,2,3... we are good, what about number 5.? Mr. Boyd responded that 5 is good, the only thing I would like to be more in line with the ordinance that exists and change it to prior to submission of any final plat(s) the developer shall be required to extend the public water line from adjacent subdivision to provide water service for each lot in exits in six lots in the subdivision.

Jim Oliver made the motion to recommend CONDITIONAL APPROVAL of Petition 1355-24 subject to amended conditions. The conditions are as follows:

Recommended the following AMENDED CONDITIONS:

1. The owner/developer shall dedicate land to Fayette County as needed to provide a minimum 40-ft of right of way as measured from the existing centerline of Davis Road.

2. *The owner/developer shall dedicate land to Fayette County as needed to provide a minimum 40-ft of right of way as measured from the existing centerline of Huiet Drive.*

3. *Submittal of all warranty deed(s) and legal descriptions for right-of-way dedications shall be provided to the County within 90 days of the approval of the rezoning request, or prior to the final plat approval, whichever comes first.*

4. ~~OMIT NUMBER 4 - "4. The owner/developer shall improve the gravel road segments fronting the parcel and extend the improvement north on Huiet Drive to meet existing pavement. The improvement shall meet County Standards for Collector Roads and be designed and constructed in accordance with Fayette County's Development Regulations. Alternatively, the owner/developer may pay Fayette County \$1,105,000 so that Fayette County can make the improvements in the future. The work shall be completed, or the payment made, prior to Final Plat approval."~~

5. *The existing house and barn on the property shall be demolished, with the appropriate demolition permits, within 6 months of the approval of the rezoning; or prior to the submittal of a subdivision plat; or prior to the submittal of any permits, whichever comes first.*

6. *[Amended Condition #6] Prior to submission of any final plat(s) the developer shall be required to extend the public water line from adjacent subdivision to provide water service for each lot in excess of six lots in the subdivision. The water line extension shall be constructed to the standards outlined in, "Sec. 12-90. - Mandatory connection to public water system, including the installation of fire hydrants."*

7. *The availability of water is conditioned upon, among other things, Fayette County, Georgia, receiving a recorded permanent easement prior to final plat approval if the Construction Plan review process determines a recorded easement is required. Alternatively, any future water infrastructure the County maintains shall be located within an accessible public right-of-way.*

Danny England seconded the motion for conditional approval, subject to amended conditions. The motion for CONDITIONAL APPROVAL, subject to amended conditions, carried 3-1. Boris Thomas abstained.

9. Consideration of Amendments to Chapter 110. Zoning Ordinance, regarding Article V.- Conditional uses, nonconformances, and transportation corridor overlay zone. Sec.110-175.- Special Use of Property.

Ms. Cox explained that the next item three items kind of go together but we need three separate votes, did you remember Detox facility, not long ago in the last legislative session there was a new law passed it removed detox facilities from those items that require special use permit, we just need to amend our code to follow state law. And what we are doing here in number one, is removing it from the special use section entirely and replacing it with a small section that says reserved because we might have special uses in the future, that's number 9.

Danny England made the motion to recommend approval of Consideration of Amendments

to Chapter 110. Zoning Ordinance, regarding Article V.- Conditional uses, nonconformances, and transportation corridor overlay zone. Sec.110-175.- Special Use of Property. Jim Oliver seconded the motion. The motion to APPROVE carried 4-0.

10. Consideration of Amendments to Chapter 110. Zoning Ordinance, regarding Article V.- Conditional uses, nonconformances, and transportation corridor overlay zone. Sec.110-169.- Conditional use approval. Number 10 - is to be as going taking those detox facilities and making them conditional uses in the O-I section on our zoning ordinance.

Danny England made the motion to recommend approval of Consideration of Amendments to Chapter 110. Zoning Ordinance, regarding Article V.- Conditional uses, nonconformances, and transportation corridor overlay zone. Sec.110-169.- Conditional use approval Jim Oliver seconded the motion. The motion to APPROVE carried 4-0.

11. Consideration of Amendments to Chapter 110. Zoning Ordinance, regarding Article IV.- District use requirements. - Sec.110-142.- Office institutional district. Number 11- We will remove them from our special use section and our O-I zoning ordinance.

Danny England made the motion to recommend approval of Consideration of Amendments to Chapter 110. Zoning Ordinance, regarding Article IV.- District use requirements. - Sec.110-142.- Office institutional district. Boris Thomas seconded the motion. The motion to APPROVE carried 4-0.

ADJOURNMENT:

Danny England moved to adjourn the meeting. Boris Thomas seconded. The motion passed 4-0.

The meeting adjourned at 8:37 p.m.

ATTEST:

PLANNING COMMISSION
OF
FAYETTE COUNTY


DEBORAH BELL
DIRECTOR, PLANNING & ZONING


JOHN H. CULBRETH, SR., CHAIRMAN

PETITION No.: 1355-24 Fees Due: _____ Sign Deposit Due: _____

STAFF USE ONLY

PROPERTY INFORMATION (please provide information for each parcel)

Parcel # (Tax ID): 0703-012 Acreage: 41.78 ACRES
 Land District(s): 7th Land Lot(s): 28
 Road Name/Frontage L.F.: DAVIS RD. - 1387.5' Road Classification: DAVIS RD. & AVIET DR.
 Existing Use: AGRICULTURAL - HUIET DR. 1354.4' Proposed Use: RESIDENTIAL SUBDIVISION (COLLECTOR)
 Structure(s): 2 Type: HOUSE & BARN (TO BE REMOVED) Size in SF: HOUSE - 864 SQ. FT.
 Existing Zoning: AR Proposed Zoning: R-75 BARN - 2400 SQ. FT.
 Existing Land Use: AGRICULTURAL Proposed Land Use: RESIDENTIAL SUBDIVISION
 Water Availability: YES Distance to Water Line: AT NORTHWEST PROPERTY CORNER Distance to Hydrant: SAME

PETITION No.: _____ Fees Due: _____ Sign Deposit Due: _____

STAFF USE ONLY

PROPERTY INFORMATION (please provide information for each parcel)

Parcel # (Tax ID): _____ Acreage: _____
 Land District(s): _____ Land Lot(s): _____
 Road Name/Frontage L.F.: _____ Road Classification: _____
 Existing Use: _____ Proposed Use: _____
 Structure(s): _____ Type: _____ Size in SF: _____
 Existing Zoning: _____ Proposed Zoning: _____
 Existing Land Use: _____ Proposed Land Use: _____
 Water Availability: _____ Distance to Water Line: _____ Distance to Hydrant: _____

PETITION No.: _____ Fees Due: _____ Sign Deposit Due: _____

STAFF USE ONLY

PROPERTY INFORMATION (please provide information for each parcel)

Parcel # (Tax ID): _____ Acreage: _____
 Land District(s): _____ Land Lot(s): _____
 Road Name/Frontage L.F.: _____ Road Classification: _____
 Existing Use: _____ Proposed Use: _____
 Structure(s): _____ Type: _____ Size in SF: _____
 Existing Zoning: _____ Proposed Zoning: _____
 Existing Land Use: _____ Proposed Land Use: _____
 Water Availability: _____ Distance to Water Line: _____ Distance to Hydrant: _____

PETITION No (s): 1355.24

STAFF USE ONLY

POWER OF ATTORNEY FOR ANDREA CAMP
APPLICANT INFORMATION

Name JORDAN CAMP
 Address 1823 RIVER FOREST DR, N.W.
 City ATLANTA
 State GA. Zip 30327
 Email JORDAN.CAMP@ATTORNEYREP.COM
 Phone 404-969-9487

PROPERTY OWNER INFORMATION

Name ANDREA POPE CAMP
 Address 341 PLANTATION CIRCLE
 City FAYETTEVILLE, GA.
 State GA. Zip 30214
 Email boyd2227@gmail.com
 Phone 404-275-1677

AGENT(S) (if applicable)

Name RANDY M. BOYD
 Address P.O. Box 64
 City ZEBULON
 State GA. Zip 30295
 Email boyd2227@gmail.com
 Phone 404-275-1677

Name _____
 Address _____
 City _____
 State _____ Zip _____
 Email _____
 Phone _____

(THIS AREA TO BE COMPLETED BY STAFF)

[] Application Insufficient due to lack of:

Staff: _____ Date: _____

☒ Application and all required supporting documentation is Sufficient and Complete

Staff: Heborah Y Bell Date: 07/10/2024

DATE OF PLANNING COMMISSION HEARING: Sept 5, 2024

DATE OF COUNTY COMMISSIONERS HEARING: Sept. 26, 2024

Received from Southeastern Sand & Gravel LLC a check in the amount of \$ 490.00 for application filing fee, and \$ 40.00 ^{incl.} for deposit on frame for public hearing sign(s).

Date Paid: 07/10/2024 Receipt Number: 21419

PROPERTY OWNER CONSENT AND AGENT AUTHORIZATION FORM
(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:

ANDREA POPE CAMP

(Please Print)

Property Tax Identification Number(s) of Subject Property: 0703 012

(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) 28 of the 7th District, and (if applicable to more than one land district) Land Lot(s) _____ of the _____ District, and said property consists of a total of 4.78 acres (legal description corresponding to most recent recorded plat for the subject property is attached herewith).

(I) (we ~~are~~) hereby delegate authority to RANDY M. BOYD to act as (my) (our ~~is~~) 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 ~~are~~) 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 ~~are~~) 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 ~~are~~) 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 ~~are~~) further acknowledge that additional information may be required by Fayette County in order to process this application.

(II)

Signature of Property Owner, P.O.A.
1823 RIVER FOREST RD. N.W.
 Address ATLANTA, GA. 30327

Signature of Property Owner 2

Address

Signature of Property Owner 3

Address

Signature of Authorized Agent

P.O. Box 64

Address ZEBULON, GA.
30295

Signature of Notary Public

07/08/2021

Date

Signature of Notary Public

Date

Signature of Notary Public

Date

Signature of Notary Public

07/10/24

Date



PETITION No.: _____

OWNER'S AFFIDAVIT

(Please complete an affidavit for each parcel being rezoned)

NAME: ANDREA POPE CAMPADDRESS: 341 PLANTATION CIRCLE, FAYETTEVILLE, GA. 30214

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

ANDREA POPE CAMP affirms that she is the owner or the specifically authorized agent of the property described below. Said property is located in a(n) AR Zoning District. ~~He~~/She respectfully petitions the County to rezone the property from its present classification and tenders herewith the sum of \$ 490.00 to cover all expenses of public hearing. ~~He~~/She petitions the above named to change its classification to R-75.

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 day of SEPTEMBER 5, 20 24 at 7:00 P.M.

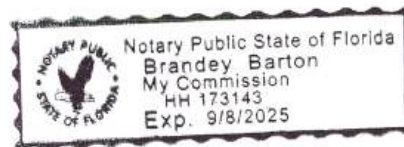
PUBLIC HEARING to be held by the Board of Commissioners of Fayette County on the day of SEPTEMBER 26, 20 24 at 500 P.M.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 8th DAY OF July, 20 24

[Signature]
 SIGNATURE OF PROPERTY OWNER, P.O.A.

[Signature]
 SIGNATURE OF PROPERTY OWNER

[Signature]
 NOTARY PUBLIC



AGREEMENT TO DEDICATE PROPERTY FOR FUTURE RIGHT-OF-WAY

I/We, AUDREA POPE CAMP, said property owner(s) of subject property requested to be rezoned, hereby agree to dedicate, at no cost to Fayette County, 40 feet of right-of-way along HUIET ROAD AND DAVIS ROAD 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:

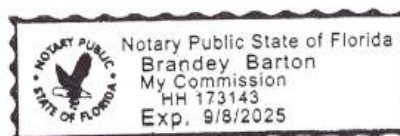
- Local Street (Minor Thoroughfare) 60-foot right-of-way (30' measured from each side of road centerline)
- Collector Street (Major Thoroughfare) 80-foot right-of-way (40' measured from each side of road centerline)
- Arterial Street (Major Thoroughfare) 100-foot right-of-way (50' measured from each side of road centerline)

Sworn to and subscribed before me this 8th day of July, 2021.

[Signature]
SIGNATURE OF PROPERTY OWNER, P.O.A.

[Signature]
SIGNATURE OF PROPERTY OWNER

NOTARY PUBLIC [Signature]



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 8th day of July, 2024.


APPLICANT'S SIGNATURE

Developments of Regional Impact - Tiers and Development Thresholds

Type of Development	Metropolitan Regions	Non-metropolitan Regions
(1) Office	Greater than 400,000 gross square feet	Greater than 125,000 gross square feet
(2) Commercial	Greater than 300 000 gross square feet	Greater than 175,000 gross square feet
(3) Wholesale & Distribution	Greater than 500 000 gross square feet	Greater than 175,000 gross square feet
(4) Hospitals and Health Care Facilities	Greater than 300 new beds; or generating more than 375 peak hour vehicle trips per day	Greater than 200 new beds; or generating more than 250 peak hour vehicle trips per day
(5) Housing	Greater than 400 new lots or units	Greater than 125 new lots or units
(6) Industrial	Greater than 500,000 gross square feet; or employing more than 1, 600 workers; or covering more than 400 acres	Greater than 175,000 gross square feet; or employing more than 500 workers; or covering more than 125 acres
(7) Hotels	Greater than 400 rooms	Greater than 250 rooms
(8) Mixed Use	Gross square feet greater than 400,000 (with residential units calculated at 1800 square feet per unit toward the total gross square footage); or covering more than 120 acres; or if any of the individual uses meets or exceeds a threshold as identified herein	Gross square feet greater than 125,000 (with residential units calculated at 1800 square feet per unit toward the total gross square footage); or covering more than 40 acres; or if any of the individual uses meets or exceeds a threshold as identified herein
(9) Airports	All new airports runways and runway extensions	Any new airport with a paved runway; or runway additions of more than 25% of existing runway length
(10) Attractions & Recreational Facilities	Greater than 1, 500 parking spaces or a seating capacity of more than 6, 000	Greater than 1, 500 parking spaces or a seating capacity of more than 6, 000
(11) Post-Secondary School	New school with a capacity of more than 2,400 students or expansion by at least 25 percent of capacity	New school with a capacity of more than 750 students or expansion by at least 25 percent of capacity
(12) Waste Handling Facilities	New facility or expansion of use of an existing facility by 50 percent or more	New facility or expansion of use of an existing facility by 50 percent or more
(13) Quarries, Asphalt &, Cement Plants	New facility or expansion of existing facility by more than 50 percent	New facility or expansion of existing facility by more than 50 percent
(14) Wastewater Treatment Facilities	New facility or expansion of existing facility by more than 50 percent	New facility or expansion of existing facility by more than 50 percent
(15) Petroleum Storage Facilities	Storage greater than 50, 000 barrels if within 1, 000 feet of any water supply; otherwise storage capacity greater than 200, 000 barrels	Storage greater than 50, 000 barrels if within 1, 000 feet of any water supply; otherwise storage capacity greater than 200, 000 barrels
(16) Water Supply, Intakes/Reservoirs	New Facilities	New Facilities
(17) Intermodal Terminals	New Facilities	New Facilities
(18) Truck Stops	A new facility with more than three diesel fuel pumps; or spaces.	A new facility with more than three diesel fuel pumps; or containing a half acre of truck parking or 10 truck parking spaces.
(19) Any other development types not identified above (includes parking facilities)	1000 parking spaces	1000 parking spaces

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DISCLOSURE STATEMENT

(Please check one)

Campaign contributions:~~☒~~ No☐ Yes (see attached disclosure report)

TITLE 36. LOCAL GOVERNMENT

PROVISIONS APPLICABLE TO COUNTIES AND MUNICIPAL CORPORATIONS

CHAPTER 67A. CONFLICT OF INTEREST IN ZONING ACTIONS

O.C.G.A. § 36-67A-3 (2011)

§ 36-67A-3. Disclosure of campaign contributions

(a) When any applicant for rezoning action has made, within two years immediately preceding the filing of that applicant's application for the rezoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(1) The name and official position of the local government official to whom the campaign contribution was made; and

(2) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the rezoning action is first filed.

(c) When any opponent of a rezoning action has made, within two years immediately preceding the filing of the rezoning action being opposed, campaign contributions aggregating \$250.00 or more to a local government official of the local government which will consider the application, it shall be the duty of the opponent to file a disclosure with the governing authority of the respective local government showing:

(1) The name and official position of the local government official to whom the campaign contribution was made; and

(2) The dollar amount and description of each campaign contribution made by the opponent to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(d) The disclosure required by subsection (c) of this Code section shall be filed at least five calendar days prior to the first hearing by the local government or any of its agencies on the rezoning application.

HISTORY: Code 1981, § 36-67A-3, enacted by Ga. L. 1986, p. 1269, § 1; Ga. L. 1991, p. 1365, § 1; Ga. L. 1993, p. 91, § 36.

CHECKLIST OF ITEMS REQUIRED FOR REZONING REQUEST

(All applications/documentation must be complete at the time of application submittal or the application will not be accepted)

- ☒ Application form and all required attachments completed, signed, and notarized, as applicable.
- ☒ Copy of latest recorded deed, including legal description of the boundaries of the subject property to be rezoned.
- ☒ Boundary Survey (Separate from Conceptual Plan; 1 paper copy and 1 electronic copy in .pdf format), drawn to scale, showing north arrow, land lot and district, dimensions, and street location of the property, prepared (signed & sealed) by a land surveyor.
- ☒ Legal Description (must have metes and bounds) – 1 paper copy and 1 electronic copy in Microsoft Word .docx format
- ☒ Conceptual Plan (1 paper copy and 1 electronic file in .pdf format). The Conceptual Plan is not required to be signed and sealed by a registered surveyor, engineer or architect. The Conceptual Plan may be prepared on the boundary line survey; however it is required to be drawn to scale, and include all applicable items below:

✓

a. The total area of the subject property to be rezoned (to the nearest one-hundredth of an acre), the existing zoning district(s) of the subject property, and the area within each zoning district if more than one district.

N/A

b. Approximate location and size of proposed structures, use areas and improvements (parking spaces, and aisles, drives, etc.) on the subject property for non-residential rezoning requests, including labeling the proposed use of each proposed structure/use area.

✓

c. General layout of a proposed subdivision (residential or non-residential) including the delineation of streets and lots. The items of b. above are not required in this instance but may be included if known.

✓

d. Approximate location and size of existing structures and improvements on the parcel, if such are to remain. Structures to be removed must be indicated and labeled as such.

✓

e. Minimum zoning setbacks and buffers, as applicable.

✓

f. Location of all existing and proposed easements and streets on or adjacent to the subject property, indicating type and width of existing and proposed easements and centerline of streets including width of right-of-way.

N/A

g. Location and dimensions of exits/entrances to the subject property.

N/A

h. Approximate location and elevation of the 100-year flood plain and Watershed Protection Ordinance requirements, as applicable.

N/A

i. Approximate location of proposed on-site stormwater facilities, including detention or retention facilities.

- ☐ A letter of intent for a non-residential rezoning request, including the proposed use(s).

DURABLE POWER OF ATTORNEY
FOR
FINANCIAL MATTERS FOR
ANDREA CAMP

State of Georgia
County of Fulton

DURABLE POWER OF ATTORNEY FOR FINANCIAL MATTERS

IMPORTANT INFORMATION REGARDING THIS DOCUMENT:

This power of attorney is consistent with and in compliance with the Georgia Standard form provided in O.C.G.A. §10-6B, the "Georgia Power of Attorney Act".

This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). Your agent will be able to make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself. The meaning of authority over subjects listed on this form is explained in O.C.G.A. §10-6B.

This power of attorney does not authorize the agent to make health care decisions for you.

You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until you die or revoke this power of attorney or the agent resigns or is unable to act for you.

Your agent is not entitled to any compensation unless you state otherwise in the Special Instructions. Your agent shall be entitled to reimbursement of reasonable expenses incurred in performing the acts required by you in your power of attorney.

This form provides for designation of one agent. If you wish to name more than one agent, you may name a successor agent or name a co-agent in the Special Instructions. Co-agents will not be required to act together unless you include that requirement in the Special Instructions.

If your agent is unable or unwilling to act for you, your power of attorney will end unless you have named a successor agent. You may also name a second successor agent.

This power of attorney shall be durable unless you state otherwise in the Special Instructions.

This power of attorney becomes effective immediately unless you state otherwise in the Special Instructions.

If you have questions about this power of attorney or the authority you are granting to your agent, you should seek legal advice before signing this form.

PART ONE

DESIGNATION OF AGENT(S)

I, ANDREA CAMP, name the following person as my agent:

My son, JORDAN CAMP

If my agent is unable or unwilling to act for me, I name as my successor-agent:

N/A

PART TWO

GRANT OF GENERAL AUTHORITY

I, ANDREA CAMP, grant my agent and any successor agent general authority, including but not limited to such authority described in O.C.G.A. §10-6B-40(c), to act for me with respect to the following subjects as defined in O.C.G.A. §10-6B:

(INITIAL each subject you want to include in the agent's general authority. If you wish to grant general authority over all of the subjects you may initial "All preceding subjects" instead of initialing each subject.)

____ (Initials) 1. **Real Property.** To demand, buy, lease, receive, accept as a gift or as security for an extension of credit or otherwise acquire or reject an interest in real property or a right incident to real property. To sell; exchange; convey with or without covenants, representations or warranties; quitclaim; release; surrender; retain title for security; encumber; partition; consent to partitioning; subject to an easement or covenant; subdivide; apply for zoning or other governmental permits; plat or consent to platting; develop; grant an option concerning; lease; sublease; contribute to an entity in exchange for interest in that entity; or otherwise grant or dispose of an interest in real property or a right incident to real property. To pledge or mortgage an interest in real property or right incident to real property as security to borrow money or pay, renew, or extend the time of payment of a debt of mine or a debt guaranteed by me. To release, assign, satisfy or enforce by litigation or otherwise a mortgage, deed of trust, conditional sale contract, encumbrance, lien or other claim to real property which exists or is asserted. To manage or conserve an interest in real property or a right incident to real property owned or claimed to be owned by me, including: insuring against liability or casualty or other loss; obtaining or regaining possession of or protecting the interest or right by litigation or otherwise; paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with such taxes or assessments; and purchasing supplies, hiring assistance or labor, and making repairs or alterations to the

real property. To use, develop, alter, replace, remove, erect, or install structures or other improvements upon real property in or incident to which I have, or claim to have, an interest or right. To participate in a reorganization with respect to real property or an entity that owns an interest in or right incident to real property and receive, and hold, and act with respect to stocks and bonds or other property received in a plan of reorganization, including: selling or otherwise disposing of them; exercising or selling an option, right of conversion, or similar right with respect to them. To change the form of title of an interest in or right incident to real property, and to dedicate to public use, with or without consideration, easements or other real property in which I have, or claim to have, an interest. To record a power of attorney in connection with a conveyance involving real property pursuant to the authority described in O.C.G.A. §10-6B-19.

____ (Initials) **2. Tangible Personal Property.** To demand, buy, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject ownership or possession of tangible personal property or an interest in tangible personal property. To sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; create a security interest in; grant options concerning; lease; sublease; or otherwise dispose of tangible personal property or an interest in tangible personal property. To grant a security interest in tangible personal property or an interest in tangible personal property as security to borrow money or pay, renew, or extend the time of payment of a debt of mine or a debt guaranteed by me. To release, assign, satisfy, or enforce by litigation or otherwise, a security interest, lien, or other claim on behalf of me, with respect to tangible personal property or an interest in tangible personal property. To manage or conserve tangible personal property or an interest in tangible personal property on behalf of me, including: insuring against liability or casualty or other loss; obtaining or regaining possession of or protecting the property or interest by litigation or otherwise; paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with such taxes or assessments; moving the property from place to place; storing the property for hire or on a gratuitous bailment; and using and making repairs, alterations, or improvements to the property. To change the form of title of an interest in tangible personal property.

____ (Initials) **3. Stocks and Bonds.** To buy, sell, and exchange stocks and bonds. To establish, continue, modify, or terminate an account with respect to stocks and bonds. To pledge stocks and bonds as security to borrow, pay, renew or extend the time of payment of a debt of mine. To receive certificates and other evidences of ownership with respect to stocks and bonds.

____ (Initials) **4. Commodities and Options.** To buy, sell, exchange, assign, settle and exercise commodity futures contracts and call or put options on stocks or stock indexes traded on a regulated option exchange. To establish, continue, modify and terminate option accounts.

____ (Initials) **5. Banks and Other Financial Institutions.** To continue, modify, and terminate an account or other banking arrangement made by or on behalf of me. To establish, modify, and terminate an account or other banking arrangement with a bank,

trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by my agent. To contract for services available from a financial institution, including renting a safe deposit box or space in a vault. To withdraw, by check, order, electronic funds transfer, or otherwise, money or property of mine deposited with or left in the custody of a financial institution. To receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them. To enter a safe deposit box or vault and withdraw or add to the contents. To borrow money and pledge as security personal property of mine necessary to borrow money or pay, renew, or extend the time of payment of a debt of mine or a debt guaranteed by me. To make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts and other negotiable or nonnegotiable paper of mine or payable to me or my order, transfer money, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person upon me and pay it when due. To receive for me and act upon a sight draft, warehouse receipt, or other document of title whether tangible or electronic, or other negotiable or nonnegotiable instrument. To apply for, receive, and use letters of credit, credit and debit cards, electronic transaction authorizations, and traveler's checks from a financial institution and give an indemnity or other agreement in connection with letters of credit. To consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

____ (Initials) **6. Operation of Entity or Business.** To operate, buy, sell, enlarge, reduce, or terminate an ownership interest. To perform a duty or discharge a liability and exercise in person or by proxy a right, power, privilege, or option that I have, may have or claim to have. To enforce the terms of an ownership agreement. To initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which I am a party because of an ownership interest. To exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option I have or claim to have as the holder of stocks and bonds. To initiate, participate in, submit to alternative dispute resolution, settle, oppose or propose or accept a compromise with respect to litigation to which I am a party concerning stocks and bonds. With respect to an entity or business owned solely by me, to continue, modify, renegotiate, extend and terminate a contract made by or on behalf of me with respect to the entity or business before execution of this power of attorney; to determine the location of its operation, the nature and extent of its business, the methods of manufacturing, selling, merchandising, financing, accounting and advertising employed in its operation, the amount and types of insurance carried, and the mode of engaging, compensating and dealing with its employees and accountants, attorneys or other advisors; to change the name or form of organization under which the entity or business is operated and enter into an ownership agreement with other persons to take over all or part of the operation of the entity or business; and to demand and receive money due or claimed by me or on my behalf in the operation of the entity or business and control and disburse the money in the operation of the entity or business. To put additional capital into an entity or business in which I have an interest. To join in a plan of reorganization, consolidation, conversion, domestication or merger of the entity or business. To sell or liquidate all or part of an entity or business. To establish the value of an entity or

business under a buy-out agreement to which I am a party. To prepare, sign, file and deliver reports, compilations of information, returns or other papers with respect to an entity or business and make related payments. To pay, compromise or contest taxes, assessments, fines or penalties and perform any other act to protect me from illegal or unnecessary taxation, assessments, fines or penalties, with respect to an entity or business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of this power of attorney. To exercise any fiduciary powers granted to me as they relate to any associated ownership interest, provided those powers are expressly and clearly identified in the Special Instructions herein and provided I specifically identify the individual(s), estate(s), trusts(s), or other legal or commercial entity or entities for whom I act as a fiduciary.

____ (Initials) 7. **Insurance and Annuities.** To continue, pay the premium or make a contribution on, modify, exchange, rescind, release or terminate a contract procured by me, or on behalf of me, which insures or provides an annuity to either me or another person, whether or not I am a beneficiary under the contract. To procure new, different and additional contracts of insurance and annuities for me and my spouse, children and other dependents, and select the amount, type of insurance or annuity, and mode of payment. To pay the premium or make a contribution on, modify, exchange, rescind, release or terminate a contract of insurance or annuity procured by my agent. To apply for and receive a loan secured by a contract of insurance or annuity. To surrender and receive the cash surrender value on a contract of insurance or annuity. To exercise an election. To exercise investment powers available under a contract of insurance or annuity. To change the manner of paying premiums on a contract of insurance or annuity. To change or convert the type of insurance or annuity with respect to which I have or claim to have authority described in O.C.G.A. §10-6B-49. To apply for and procure a benefit or assistance under a law or regulation to guarantee or pay premiums of a contract of insurance on my life. To collect, sell, assign, hypothecate, borrow against or pledge my interest in a contract of insurance or annuity. To select the form and timing of the payment of proceeds from a contract of insurance or annuity. To pay, from proceeds or otherwise, compromise or contest, and apply for refunds in connection with, a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing by reason of such tax or assessment.

____ (Initials) 8. **Estates, Trusts and Other Beneficial Interests.** To accept, receive, receipt for, sell, assign, pledge or exchange a share in or payment from an estate, trust, or other beneficial interest. To demand or obtain money or any other thing of value to which I am, may become or claim to be, entitled by reason of an estate, trust or other beneficial interest, by litigation or otherwise. To exercise for my benefit a presently exercisable general power of appointment held by me. To initiate, participate in, submit to alternative dispute resolution, settle, oppose or propose or accept a compromise with respect to litigation to ascertain the meaning, validity or effect of a deed, will, declaration of trust or other instrument or transaction affecting my interest. To initiate, participate in, submit to alternative dispute resolution, settle, oppose or propose or accept a compromise with respect to litigation to remove, substitute, or surcharge a fiduciary. To conserve, invest, disburse or use anything received for an authorized purpose. To create, amend, and/or

revoke a revocable trust so long as the terms of the trust only authorize distributions that would be allowable under a power of attorney if I held the trust assets outright and so long as the terms of the trust provide for the distribution of all trust assets to my estate upon my death. To transfer an interest of mine in real property, stocks and bonds, accounts with financial institutions or securities intermediaries, insurance, annuities and other property to the trustee of a revocable trust created by me as grantor or settlor. With respect to a bona fide dispute, to consent to a reduction in or modification of a share in or payment for an estate, trust or other beneficial interest.

____ (Initials) **9. Claims and Litigation.** To assert and maintain before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, offset, recoupment or defense, including an action to recover property or any other thing of value, recover damages sustained by me, eliminate or modify tax liability, or seek an injunction, specific performance, or other relief. To bring an action to determine adverse claims or intervene or otherwise participate in litigation. To seek an attachment, garnishment, order of arrest or other preliminary, provisional or intermediate relief and use an available procedure to effect or satisfy a judgment, order or decree. To make or accept a tender, offer of judgment or admission of facts; submit a controversy on an agreed statement of facts; consent to examination; and bind me in litigation. To submit to alternative dispute resolution, settle and propose or accept a compromise. To waive the issuance and service of process upon me; accept service of process; appear for me; designate persons upon which process directed to me may be served; execute and file or deliver stipulations on my behalf; verify pleadings; seek appellate review; procure and give surety and indemnity bonds; contract and pay for the preparation and printing of records and briefs; receive, execute and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation. To act for me with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning me or some other person, or with respect to a reorganization, receivership or application for the appointment of a receiver or trustee which affects an interest of mine in property or any other thing of value. To pay a judgment, award or order against me or a settlement made in connection with a claim or litigation. To receive money or any other thing of value paid in settlement of or as proceeds of a claim or litigation.

____ (Initials) **10. Personal and Family Maintenance.** To perform the acts necessary to maintain my customary standard of living and the customary standard of living of my spouse and the following individuals, whether living when this power of attorney is executed or later born: my minor children, my adult children who are pursuing a postsecondary school education and are under twenty-five (25) years of age, my parents or my spouse's parents or my minor dependents who are not also my children, if I had established a pattern of such payments, my adult descendants who are not also my children who are pursuing a postsecondary school education and are under twenty-five (25) years of age provided I had established a pattern of such payments, and any other individuals legally entitled to be supported by me. To make periodic payments of child support and other family maintenance required by a court or governmental agency or an agreement to which I am a party. To provide living quarters for the individuals described

in this paragraph by purchase, lease or other contract; or paying the operating costs, including interest, amortization payments, repairs, improvements and taxes, for premises owned by me or occupied by those individuals. To provide normal domestic help, usual vacations and travel expenses, and funds for shelter, clothing, food, appropriate education, including postsecondary and vocational education, and other current living costs for individuals described in this paragraph to enable such individuals to maintain their customary standard of living. To pay expenses for necessary health care and custodial care on behalf of the individuals described in this paragraph. To act as my personal representative pursuant to the Health Insurance Portability and Accountability Act, §§1171-1179 of the Social Security Act, 42 U.S.C. §1320d, in effect on February 1, 2018, and applicable regulations in effect on February 1, 2018 (the "Act"), in making decisions related to the past, present or future payment for the provision of health care consented to by me or anyone authorized under the laws of this state to consent to health care on my behalf. To continue any provision made by me for automobiles or other means of transportation, including registering, licensing, insuring and replacing them, for the individuals described in this paragraph. To maintain credit and debit accounts for the convenience of the individuals described in this paragraph and open new accounts. To continue payments incidental to my membership or affiliation in a religious institution, club, society, order or other organization or to continue contributions to those organizations. Authority with respect to personal and family maintenance shall be neither dependent upon, nor limited by, authority that the agent may or may not have with respect to gifts under O.C.G.A. §10-6B-56.

____ **(Initials) 11. Benefits from Governmental Programs or Civil or Military Service.**

To execute vouchers in my name for allowances and reimbursements payable by the United States or a foreign government or by a state or political subdivision of a state to me, including allowances and reimbursements for transportation of the individuals described in paragraph (1) of subsection (a) of O.C.G.A. §10-6B-52, and for shipment of their household effects. To take possession and order the removal and shipment of property of mine from a post, warehouse, depot, dock or other place of storage or safekeeping, either governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate or other instrument for such purpose. To enroll in, apply for, select, reject, change, amend or discontinue, on my behalf, a benefit or program. To prepare, file, and maintain a claim of mine for a benefit or assistance, financial or otherwise, to which I may be entitled under a law or regulation. To initiate, participate in, submit to alternative dispute resolution, settle, oppose or propose or accept a compromise with respect to litigation concerning any benefit or assistance I may be entitled to receive under a law or regulation. To receive the financial proceeds of a claim described in paragraph (4) of O.C.G.A. §10-6B-53 and conserve, invest, disburse or use for a lawful purpose anything so received.

____ **(Initials) 12. Retirement Plans.** To select the form and timing of payments under a retirement plan and withdraw benefits from a plan. To make a rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan to another. To establish a retirement plan in my name. To make contributions to a retirement plan. To exercise

investment powers available under a retirement plan. To borrow from, sell assets to, or purchase assets from a retirement plan.

____ (Initials) 13. **Taxes.** To prepare, sign and file federal, state, local, and foreign income, gift, payroll, property, Federal Insurance Contributions Act and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters and any other tax-related documents, including receipts, offers, waivers and consents, including consents and agreements under I.R.C. §2032A, 26 U.S.C. §2032A, in effect on February 1, 2018, closing agreements, and any power of attorney required by the Internal Revenue Service (the "IRS") or other taxing authority with respect to a tax year upon which the statute of limitations has not run and the following twenty-five (25) tax years. To pay taxes due, collect refunds, post bonds, receive confidential information and contest deficiencies determined by the IRS or other taxing authority. To exercise any election available to me under federal, state, local or foreign tax law. To act for me in all tax matters for all periods before the IRS, or other taxing authority.

____ (Initials) 14. **All Preceding Subjects.**

PART THREE

GRANT OF SPECIFIC AUTHORITY

My agent SHALL NOT have the power to do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

(CAUTION: Granting any of the following powers will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL ONLY the specific authority you WANT to give your agent. You may give your agent specific instructions in the Special Instructions when you authorize your agent to make gifts.)

____ (Initials) 1. **Inter Vivos Trust.** To create, fund, amend, revoke, or terminate an inter vivos trust.

____ (Initials) 2. **Gifts.** To make a gift, subject to the limitations of O.C.G.A. §10-6B-56 and any Special Instructions in this power of attorney. To make outright to, or for the benefit of, a person, a gift of any of my property, including by the exercise of a presently exercisable general power of appointment held by me, (a) in an amount per donee not to exceed the annual dollar limits of the federal gift tax exclusion under I.R.C. §2503(b), 26 U.S.C. §2503(b), in effect on February 1, 2018, without regard to whether the federal gift tax exclusion applies to the gift, or (b) in the event that my spouse agrees to consent to a split gift pursuant to I.R.C. §2513, 26 U.S.C. §2513, in effect on February 1, 2018, in an amount per donee not to exceed twice the annual federal gift tax exclusion limit; and to consent, pursuant to I.R.C. §2513, 26 U.S.C. §2513, in effect on February 1, 2018, to the

splitting of a gift made by my spouse in an amount per donee not to exceed the aggregate annual gift tax exclusions for both spouses.

- ____ (Initials) 3. **Rights of Survivorship.** To create or change rights of survivorship.
- ____ (Initials) 4. **Beneficiary Designation.** To create or change a beneficiary designation.
- ____ (Initials) 5. **Authorization to Another Person.** To authorize another person to exercise the authority granted under this power of attorney.
- ____ (Initials) 6. **Beneficiary Waiver.** To waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.
- ____ (Initials) 7. **Electronic Communications.** To access the content of electronic communications.
- ____ (Initials) 8. **Fiduciary Powers.** To exercise fiduciary powers that I have authority to delegate and that are expressly and clearly identified (including the identity of the each person for whom I act as a fiduciary) in the Special Instructions herein.
- ____ (Initials) 9. **Interest in Property.** To disclaim or refuse an interest in property, including a power of appointment.

PART FOUR

LIMITATION ON AGENT'S AUTHORITY

An agent who is not my ancestor, spouse or descendant SHALL NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.

PART FIVE

SPECIAL INSTRUCTIONS

(You may give special instructions on the following lines. You may add lines or place your special instructions in a separate document and attach it to this power of attorney):

Certain Policies of Life Insurance. Notwithstanding any other provision herein, no powers stated or granted herein and conferred on my agent shall be construed to grant or transfer to said attorney any "incidents of ownership" within the meaning of that phrase under I.R.C. §2042 in a policy or policies of life insurance owned by me on said agent's life.

Additional Powers. In addition to the special instructions and powers granted in the preceding paragraphs of this page and in the preceding pages of this Durable Power of Attorney for Financial Matters, I expressly and specifically grant my agent the following powers. These powers are granted in addition to any powers conferred by the provisions of this Durable Power of Attorney for Financial Matters, by Georgia statutes and/or by general rules of law, and with the direction that a grant of a specific power shall not be construed as a limitation of any general power granted herein, by statute or by law, all of which may be exercised by my agent.

1. **Lend or borrow money.** To loan or borrow money and to give or take collateral therefor on such terms as my attorney may deem best, and to evidence the same by notes or other agreements containing such terms and conditions as my attorney may think fit.

2. **Exercise Limited Powers of Appointment.** To exercise any and all limited powers of appointment granted to me under any trust or trusts, without regard to whether the trust agreement or other governing instrument for such trust was executed before or after the date of this Durable Power of Attorney for Financial Matters, and to exercise any powers exercisable by me as the grantor of any trust, including, but not limited to, powers pursuant to I.R.C. §675(4)(C).

3. **Waiver of attorney-client privilege.** For me and in my name, place and stead, to seek and compel any attorney retained by me at anytime and on any matter whatsoever to release any information prepared for me or on my behalf or to divulge any communications by and between myself and said attorney which are protected by the attorney-client privilege, and to receive, retain and protect said information or communications under the attorney-client privilege.

4. **Waiver of physician-patient privilege.** For me and in my place and stead, to seek and compel any physician retained by me at anytime or on any matter whatsoever to release any information prepared for me or on my behalf or to divulge any communications by and between myself and said physician which are protected by the physician-client privilege, and to receive, retain and protect such information under the physician-client privilege. It is my intent that my attorney be treated as if said attorney were me with respect to my rights regarding the access, use and disclosure of my medical records or other health information. Specifically, my attorney shall be considered my personal representative to access, use and disclose any information governed by the Act. I authorize all medical personnel, health care providers, insurance companies and health care information clearing houses covered by the Act to release and disclose to my attorney without any restriction and without limitation all of my health information and medical records.

PART SIX

EFFECTIVE DATE

This power of attorney is effective immediately unless I have stated otherwise in the special instructions.

PART SEVEN

NOMINATION OF CONSERVATOR

If it becomes necessary for a court to appoint a conservator of my estate, I nominate my agent, as named herein, to be appointed as conservator.

PART EIGHT

RELIANCE ON THIS POWER OF ATTORNEY

Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person has actual knowledge it has terminated or is invalid.

[SIGNATURES AND ACKNOWLEDGEMENTS ARE CONTAINED ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, this Durable Power of Attorney for Financial Matters is executed under seal this 30 day of October, 2023.



ANDREA CAMP (SEAL)

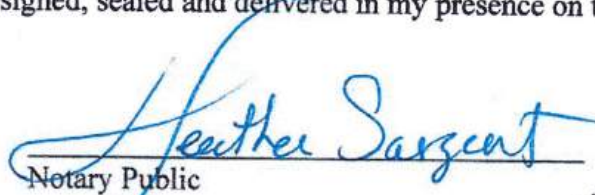
This document was signed, sealed
and delivered in the presence of:



Witness Name:

State of Georgia
County of Fulton

This document was signed, sealed and delivered in my presence on the date written above
by ANDREA CAMP.



Notary Public
[NOTARY SEAL]



This document was prepared by the firm of Smith, Gambrell & Russell, LLP.

WARRANTY DEED - FORM 4 (2/67)



STATE OF GEORGIA

FULTON

County

THIS INDENTURE, made this 23rd day of November in the year of our Lord One Thousand Nine Hundred and ~~Seventy~~ Seventy between NED E. WALKER of the State of Georgia and County of Fayette of the first part and STARR REALTY CORPORATION of the State of Georgia and County of Fayette of the second part, WITNESSETH: That the said part Y of the first part, for and in consideration of the sum of TEN (\$10.00) DOLLARS AND OTHER VALUABLE CONSIDERATIONS DOLLARS, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged ha S granted, bargained, sold and conveyed and by these presents do ES grant, bargain, sell and convey unto the said part Y of the second part, itself, its successors ~~heirs~~ and assigns, all that tract or parcel of land lying and being in Land Lot 28 of the 7th District of Fayette County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin found marking the Northeast intersection of Davis Road and Huie Road; running thence Northerly along the Easterly side of Huie Road and following the curvature thereof, 1554.4 feet to an iron pin found; thence North 89° 16' East, 1432 feet to an iron pin found; thence South 0° 59' East, 1045.7 feet to an iron pin found on the Northerly side of Davis Road; thence Southwesterly along the right of way of Davis Road, 1387.5 feet to Huie Road and the point of beginning; containing 41.78 acres as per survey of Richard T. Conner, dated November 3, 1970.

Fayette County, Georgia
Real Estate Transfer Tax
Paid 36.60 Date 11-30-70
Clerk of Superior Court

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of the said part Y of the second part, itself, its successors ~~heirs~~ and assigns, forever, IN FEE SIMPLE.

And the said part Y of the first part, for himself, his heirs, executors and administrators will warrant and forever defend the right to the above described property unto the said part Y of the second part, itself, its successors ~~heirs~~ and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said part Y of the first part ha S hereunto set his hand and affixed his seal, the day and year above written.

Signed, sealed and delivered in the presence of:

Jean D. Lippert
Witness
Richard T. Conner
Notary Public, Georgia State at Large
My Commission Expires: Dec. 27, 1970.

(SEAL)

Ned E. Walker (SEAL)
Ned E. Walker

(SEAL)

FILED Nov 30 1970
RECORDED 12-1 1970
W. A. Ballard
CLERK SUPERIOR COURT

WARRANTY DEED - FORM 4 (2/71)



STATE OF GEORGIA

FULTON

County

THIS INDENTURE, made this 27th day of May
 in the year of our Lord One Thousand Nine Hundred and Seventy One
 between STARR REALTY CORPORATION
 of the State of Georgia and County of _____ of the first part
 and SHIRLEY ANNE STARR
 of the State of Georgia and County of Fayette of the second part,
 WITNESSETH: That the said part Y of the first part, for and in consideration of the sum of
TEN (\$10.00) DOLLARS AND OTHER VALUABLE CONSIDERATIONS DOLLARS,

in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged
 has granted, bargained, sold and conveyed and by these presents do es grant, bargain, sell and convey unto
 the said part Y of the second part, herself, her heirs and assigns,
 all that tract or parcel of land lying and being in Land Lot 28 of the 7th District of Fayette
 County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin found marking the Northeast intersection of Davis Road and
 Huie Road; running thence Northerly along the Easterly side of Huie Road and
 following the curvature thereof, 1554.4 feet to an iron pin found; thence North 89°
 16' East, 1432 feet to an iron pin found; thence South 0° 59' East, 1045.7 feet to
 an iron pin found on the Northerly side of Davis Road; thence Southwesterly along
 the right of way of Davis Road, 1387.5 feet to Huie Road and the point of beginning;
 containing 41.78 acres as per survey of Richard T. Conner, dated November 3, 1970.

Fayette County, Georgia
 Real Estate Transfer Tax
 Paid 37.00 Date 5-29-71
 Clerk of Superior Court

FILED May 29 1971
 RECORDED 6-1-71
W. B. Ballard 10 30
 AM
 CLERK SUPERIOR COURT

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and ap-
 purtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof
 of the said part Y of the second part, herself, her heirs and assigns, forever,
 IN FEE SIMPLE.

And the said part Y of the first part, for itself, its successors and assigns heirs,
 executors and administrators will warrant and forever defend the right to the above described property unto the said
 part Y of the second part, herself, her heirs and assigns, against the
 lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said part Y of the first part has hereunto set its hand
 and affixed its seal, the day and year above written.

Signed, sealed and delivered in the
 presence of:

Jean D. Luperotte
 Witness

Notary Public, Georgia State at Large
 My Commission Expires Dec. 28, 1974.

(SEAL)

STARR REALTY CORPORATION

By: Shirley Starr (SEAL)
President

(SEAL)

QUIT-CLAIM DEED - Form 7 (11/70)

STATE OF GEORGIA, _____ County.

THIS INDENTURE, made this _____ day of _____ in the year of our
Lord One Thousand Nine Hundred and Seventy _____ Fourbetween SHIRLEY ANNE STARR of the first part,
and THOMAS I. POPE of the second part,WITNESSETH: That the said part Y of the first part for and in consideration of the sum
of ONE AND NO/100 - - - Dollars,cash in hand paid, the receipt of which is hereby acknowledged, has _____ bargained, sold and done as
by these presents bargain, sell, remise, release, and forever quit-claim to the said part Y of the
second part, himself, his _____ heirs and assigns, all the right, title, interest, claim or
demand which the said part Y of the first part has or may have had in and to all that tract or
parcel of land lying and being in Land Lot 28 of the 7th District of Fayette County, Georgia,
and being more particularly described as follows:

BEGINNING at an iron pin placed on the East side of Huiet Road, said pin being located
1045.7 feet North of the Northeast intersection of Huiet Road and Davis Road as
measured along the East side of Huiet Road; running thence Northerly along the East
side of Huiet Road, Four Hundred Ninety Eight and Five-tenths (498.5) feet to an iron
pin placed; thence North 89° 16' East, One Thousand Four Hundred Thirty Two (1432) feet
to an iron pin found; thence South 00° 59' East, Four Hundred Ninety One and Eight-
tenths (491.8) feet to an iron pin placed; thence South 89° 16' West, One Thousand Four
Hundred Fifty Four and Four-tenths (1454.4) feet to an iron pin placed on the East
side of Huiet Road and the Point of beginning.

with all the rights, members and appurtenances to the said described premises in anywise appertaining
or belonging.TO HAVE AND TO HOLD the said described premises unto the said part Y of the second
part himself, his _____ heirs and assigns, so that neither the said part Y of the first part
nor herself, her _____ heirs, nor any other person or persons claiming under her
shall at any time, claim or demand any right, title or interest to the aforesaid described premises or
its appurtenances.IN WITNESS WHEREOF, the said part Y of the first part has hereunto set her
hand and affixed her seal the day and year above written.

Signed, sealed and delivered in presence of

Public

Commission Expires: 11/1/75

Shirley Anne Starr

Shirley Anne Starr

12-4-74
12-7-74
(Seal) 30
10 PM

AFTER RECORDING RETURN TO:
 JOHN M. McCARTER
 Attorney at Law
 P. O. Box 45402-Airport Branch
 Atlanta, GA 30320-0402

FILED & RECORDED
 FAYETTE COUNTY, GA.
 '99 DEC 22 AM 10 59
 W.A. BALLARD, CLERK

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF CLAYTON

THIS INDENTURE, Made the 10th day of December, in the year one thousand nine hundred and ninety nine between

THOMAS T. POPE

of the County of Fayette, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

MILDRED M. POPE & THOMAS T. POPE, as "Joint Tenants"

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS AND OTHER VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, all that tract or parcel of land described on Exhibit "A" attached hereto and made a part hereof.

FAYETTE COUNTY, GEORGIA
 REAL ESTATE TRANSFER TAX PAID 10-
 DATE 12-22-99
 W.A. Ballard
 CLERK OF SUPERIOR COURT

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered
 in the presence of:

John D. Leinhardt
 Witness

Thomas T. Pope (Seal)
 Thomas T. Pope

[Signature]
 Notary Public, Lamar County, Georgia
 My Commission expires: Jan. 16, 2003.
 (Seal)

BOOK 1458 PAGE 439

Book: 1458 Page: 439 Seq: 1

BOOK 1458 PAGE 440

EXHIBIT "A"

ALL THAT TRACT or parcel of land with all buildings and improvements thereon lying and being in Land Lot No. 218 of the 13th Land District of Fayette County, Georgia and being Lot No. 26, Block 201, Section Two of Newton Plantation as described upon a certain map or plat by C. E. Lee, Surveyor, recorded in Plat Book 4, page 43, Fayette County Deed Records and being more particularly described as follows:

BEGINNING at a point at the intersection of the South right of way line of Plantation Drive and the West right of way line of Plantation Circle as shown on the above described plat and from said point of beginning, running thence South along the West right of way line of said Plantation Circle a distance of 1482 feet to the line separating Lot No. 13 and Lot No. 14 of said block, section and subdivision; continuing along the same side of said right of way of Plantation Circle but in an Easternly direction at a right angle to the preceding course, 1625 feet to an iron pin at the Northeast corner of Lot No. 25 of said block, section and subdivision from the point of beginning thus determined; running thence South 265 feet along the East side of Lot No. 25 to an iron pin; thence East a distance of 200 feet to the West corner of Lot No. 27; thence Northwesterly 269.5 feet along the West side of Lot No. 27 to Plantation Circle; thence West along Plantation Circle a distance of 150 feet to the point of beginning.

ALL THAT TRACT or parcel of land lying and being in Land Lot 28 of the 7th District of Fayette County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin found marking the Northeast intersection of Davis Road and Huiet Road; running thence Northerly along the Easterly side of Huiet Road and following the curvature thereof, 1554.4 feet to an iron pin found; thence North 89° 16' East, 1432 feet to an iron pin found; thence South 0° 59' East, 1045.7 feet to an iron pin found on the Northerly side of Davis Road; thence Southwesterly along the right of way of Davis Road, 1387.5 feet to Huiet Road and the point of beginning; containing 41.78 acres as per survey of Richard T. Conner, dated November 3, 1970.

Doc ID: 008642670001 Type: ESTD
 Recorded: 08/29/2011 at 08:00:00 AM
 Fee Amt: \$10.00 Page 1 of 1
 Transfer Tax: \$0.00
 Fayette, Ga. Clerk Superior Court
 Sheila Studdard Clerk of Court
 BK 3788 PG 453

EXECUTOR'S DEED OF ASSENT

James F. Biles
 245 Mimosa Drive
 Fayetteville, GA 30214

STATE OF GEORGIA
 COUNTY OF FAYETTE

THIS INDENTURE, made this 27th day August, 2011, between **ANDREA POPE CAMP** as Executor of the Estate of **MILDRED MERONEY POPE**, deceased, of Fayette County, Georgia, Party of the First Part, and **ANDREA POPE CAMP**, hereinafter called Party of the Second Part.

WITNESSETH:

The First Party is the duly qualified and acting Executor of the Estate of **MILDRED MERONEY POPE**, who died seized and possessed of the property hereunder described. Said executor was appointed in the Probate Court of Fayette County, Georgia. The Order of the Probate Court admitted the Will to record in solemn form on July 19, 2011. Under the terms of the appointment the Executor is authorized to transfer said property to Party of the Second Part.

NOW THEREFORE, under and pursuant to the authority conferred upon her, and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the First Party hereby grants, bargains, sells and conveys unto the Second Party, her heirs and assigns, the deceased's interest in the following described real property situated in Fayette County, Georgia:

ALL THAT TRACT or parcel of land lying and being in Land Lot 28 of the 7th District of Fayette County, Georgia and being more particularly described as follows:

BEGINNING at an iron pin found marking the Northeast intersection of Davis Road and Huiet Road; running thence Northerly along the Easterly side of Huiet Road and following the curvature thereof, 1554.4 feet to an iron pin found; thence North 89 degrees 16 minutes East, 1432 feet to an iron pin found; thence 0 degrees 59 Minutes East, 1045.7 feet to an iron pin found on the Northerly side of Davis Road; thence Southwesterly along the right of way of Davis Road, 1387.5 feet to Huiet Road and the point of beginning; containing 41.78 acres as per survey of Richard T. Conner, dated November 3, 1970.

TO HAVE AND TO HOLD the same unto the Party of the Second Part, her heirs and assigns.

And the Party of the First Part does warrant that the deceased had good title to said property and does hereby warrant the title unto the Party of the Second Part, and will defend the same against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be executed and has hereunto set her hand and seal, the day and year first above-written.

Signed, sealed and delivered
 In the presence of:

James F. Biles
 Notary Public
 CHARLES S. BALLARD
 NOTARY PUBLIC
 FAYETTE COUNTY, GEORGIA
 NOVEMBER 1, 2011

Andrea Pope Camp
 ANDREA POPE CAMP, Executor of the
 Estate of MILDRED MERONEY POPE,
 Deceased



REZONING APPLICATION

TO AMEND THE OFFICIAL ZONING MAP OF FAYETTE COUNTY, GA

A COMPLETE REZONING APPLICATION MUST BE SUBMITTED TO THE PLANNING AND ZONING DEPARTMENT BY 12:00 NOON ON THE TENTH (10th) DAY OF THE MONTH 2 MONTHS PRIOR TO HEARING DATE.

If the tenth day of the month is on a weekend or holiday, the application filing deadline is extended to the next business day (see Hearing Schedule on page 2).

Yield Plan: The Conservation Subdivision (C-S) and Estate Residential District (EST) zoning districts require a Yield Plan to be submitted prior to the Rezoning Application. The Yield Plan must be submitted via the County's online plan review program by 12:00 noon on the tenth day of the month. If the tenth day of the month is on a weekend or holiday, the application filing deadline is extended to the next business day. If a Yield Plan is in review and all departmental comments have not been addressed and approved by the advertising deadline, the application will be delayed until the next month for which it can be properly advertised. Please request a Yield Plan checklist.

Fayette County Planning and Zoning Department
140 Stonewall Avenue West, Suite 202
Fayetteville, GA 30214
Phone: 770- 305-5421
E-mail: zoning@fayettecountyga.gov

REZONING APPLICATION FILING FEES (per parcel being rezoned)

(based on number of acres to be rezoned)

0 to 5 Acres	\$250.00*
6 to 20 Acres	\$350.00*
21 to 100 Acres	\$450.00*
101 or more Acres	\$550.00*

\$450
\$40 (2x20)
\$490

*An additional \$20.00 deposit is required (per public hearing sign posted on property). If the sign frame(s) is returned to the Planning and Zoning Department within five (5) working days of the last applicable public hearing, the sign deposit will be reimbursed to the applicant. **The application filing fee and sign deposit may be combined on one (1) check made payable to Fayette County.** Application filing fees may be refunded ONLY when an application request is withdrawn in writing by the applicant PRIOR TO placement of the legal advertisement for said public hearing request (at least 30 days before scheduled Planning Commission public hearing).

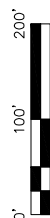
A submittal that is missing any required documents, or that has inaccurate or out-of-date documents, is not considered a complete application, and may be moved to a later meeting date. Please refer to the checklist on page 10 for a list of required documents.

S.A. GASKINS & ASSOCIATES, LLC
surveyors planners development consultants
P.O. BOX 303 BROOKS, GA 30205
678-571-3054
rdgaskins79@gmail.com

CONCEPT PLAN
Land Lot 28 Of The 7th Land District
Fayette County, Georgia



- LEGEND**
- RRF=REBAR FOUND
 - CTP=CRIMP TOP PIPE
 - LL=LAND LOT
 - FL=FIELD LINE
 - PL=PLANT LOT LINE
 - CO=CONSTRUCTION ENTRANCE
 - EP=EDGE OF PAVEMENT
 - P.O.B.=POINT OF BEGINNING
 - DE=DEED BOOK
 - DE=DEED BOOK
 - NF=NOW OR FORMERLY
 - F.W.P.D.=FIELD WORK
 - PERFORMED DATE
 - CH=CHANGING PLAIN
 - PG=PAGE
 - RE=REPLAT BOOK
 - (H)=HOUSE NUMBER



HUIET DRIVE
20± WIDE DIRT/GRAVEL

OWNER: ANDREA POPE CAMP - DEED BOOK 378& PAGE 433
SITE AREA = 41.78 ACRES
TAX PARCEL NO. 0703 012
EXISTING ZONING: AR - AGRICULTURAL RESIDENTIAL
LAND USE PLAN DESIGNATION: RURAL RESIDENTIAL - 2 (1 UNIT/2 ACRES)
PROPOSED ZONING: R-75 SINGLE-FAMILY RESIDENTIAL
MINIMUM LOT SIZE = 2.00 ACRES
SETBACKS: FRONT - 300' ARTERIAL
FRONT - 75' COLLECTOR
SIDE - 25'
REAR - 50'
MINIMUM HOUSE SIZE 2500 SQ. FT.
MINIMUM LOT WIDTH AT BUILDING LINE 125'
EXISTING WATERLINE LOCATED AT THE NORTHWEST CORNER
BOUNDARY SURVEY INFORMATION TAKEN FROM DEED BOOK 378& PAGE 433 AND FROM PUBLIC UTILITY, FAYETTE COUNTY, GA. WEBSITE.
DAVIS ROAD AND HUIET ROAD ARE CLASSIFIED AS A COLLECTOR ROAD ON THE FAYETTE COUNTY THOROUGHFARE PLAN. PURSUANT TO CHAPTER 104, ARTICLE III, SECTION 104-5(B) OF THE CODE OF FAYETTE COUNTY, GA. A 20' WIDE RIGHT-OF-WAY OF 80' LET IS REQUIRED FOR A COLLECTOR ROAD.
THE FINAL DESIGN WILL BE BASED ON A CURRENT BOUNDARY SURVEY, A LEVEL III SOILS ANALYSIS AND A 2 FOOT CONTOUR TOPOGRAPHICAL SURVEY.

Job No. 19-047	Reviewed By:
Drawn By:	Reviewed By:
Issue Date: 07/08/24	Issue Date: 07/08/24
F.W.P.D.: N/A	Date
Revisions	



B4 Fayette County News

Continued from page B3

Wednesday, December 18, 2024

PETITION FOR REZONING
CERTAIN PROPERTIES IN
UNINCORPORATED AREAS OF
FAYETTE COUNTY, GEORGIA

PUBLIC HEARING to be held
before the Fayette County Board
of Commissioners on Thursday,
January 23, 2025, at 5:00 P.M., in
the Fayette County Administrative
Complex, 140 Stonewall Avenue
West, Public Meeting Room, First
Floor, Fayetteville, Georgia.

Petition No.: 1355-24

Owner/Agent: Andrea Pope Camp
& Jordan Camp/

Randy M. Boyd, Agent

Existing Zoning District: A-R

Proposed Zoning District: R-75

Parcel Number: 0703 012

Area of Property: 41.78 acres

Proposed Use: Residential

Land Lot(s)/District: Land lot 28
of the 7th District

Fronts on: Davis Road and Huiet
Drive

Request: Rezone from A-R to R-75
for the purposes of creating addi-
tional lots without any new infra-
structure.

PROPERTY DESCRIPTION

EXHIBIT "A"

ALL THAT TRACT or parcel of land
lying and being In Land Lot 28 of
the 7th District of Fayette County,
Georgia, and being more particu-
larly described as follows : BEGIN-
NING at an iron pin found marking
the Northeast intersection of Davis
Road and Huiet Road; running
thence Northerly along the Easter-
ly side of Huiet Road and following
the curvature thereof, 1554.4 feet to
an iron pin found; thence North 89
0 16 r East, 1432 feet to an Iron pin
found; thence South 0 0 59' East,
1045.7 feet to an iron pin found on
the Northerly side of Davis Road;
thence Southwesterly along the
right of way of Davis Road, 1387.5
feet to Huiet Road and the point of
beginning; containing 41.78 acres
as per survey of Richard T. Conner,
dated November 3, 1970.

12/18



**PUBLIC HEARING
REZONING**
NO. 1395 24, A-1 G 8-75
JACKSON COUNTY
BOARD OF COMMISSIONERS
JANUARY 13, 2015 5:00 PM
NORTH WALL DRIVE, 1ST FLOOR
CONTACT: ALC AT 704-381-1211



**PUBLIC HEARING
REZONING**
No. 1355-24 A-R to R-75
FAYETTE COUNTY
BOARD OF COMMISSIONERS
JAN 23, 2025 at 5:00 PM
146 STONEWALL AVENUE W., SAT E, GA 30401
CONTACT: P&Z AT 770-365-5421

Steven L. Jones | Partner
Direct Dial: 678.336.7282
Cell Phone: 404.218.2756
E-mail: sjones@taylorenghish.com

January 7, 2025

VIA EMAIL: tsmith@fayettecountyga.gov, dbell@fayettecountyga.gov, & dadaven@bellsouth.net

Board of Commissioner of Fayette County, Georgia (the "BOC")
c/o Tameca P. Smith, MBA, CMC, County Clerk &
Deborah Bell, RLA, Director, Community Development Department
Dennis Davenport, County Attorney
140 Stonewall Avenue, West
Suite 100
Fayetteville, Georgia 30214

Re: Fayette County Parcel Identification Numbers ("TPN"): 0703 012 (the "Property") owned by Andrea Pope Camp (the "Owner"); Rezoning Petition No. 1355.24 (the "Application") of Jordan Camp, Attorney-in-Fact for Andrea Pope Camp (the "Applicant").

Dear Mmes. Bell and Smith:

This letter serves to convey the enclosed, procedurally required constitutional and *York* objections of the Owner. Please ensure that all enclosures are included with the files for the Application and presented to the Fayette County Board of Commissioners (the "BOC") prior to their final vote on the Application.

It is my understanding that the County, through the Planning Commission of the Fayette County, Georgia and/or the Staff of Fayette County, Georgia, is recommending that the BOC impose the following **unconstitutional and illegal conditions of approval** on the Application (among other recommended conditions of approval):

1. The owner/developer shall dedicate land to Fayette County as needed to provide a minimum 40-ft of right of way as measured from the existing centerline of Davis Road.
2. The owner/developer shall dedicate land to Fayette County as needed to provide a minimum 40-ft of right of way as measured from the existing centerline of Huiet Drive.
3. Submittal of all warranty deed(s) and legal descriptions for right-of-way dedications shall be provided to the County within 90 days of the approval of the rezoning request, or prior to the final plat approval, whichever comes first.
4. The owner/developer shall improve the gravel road segments fronting the parcel and extend the improvement north on Huiet Drive to meet existing pavement. The improvement shall meet County Standards for Collector Roads and be designed and constructed in accordance with Fayette County's Development

- Regulations. Alternatively, the owner/developer may pay Fayette County \$1,105,000 so that Fayette County can make the improvements in the future. The work shall be completed, or the payment made, prior to Final Plat approval.
5. Prior to submission of any final plat(s) or amendments or revisions thereto, and irrespective of the number of lots in any final plat(s) or revision thereto, the developer shall be required to extend the public water line from adjacent subdivision to provide water service for each lot in the subdivision. The water line extension shall be constructed to the standards outlined in, “Sec. 12-90. - Mandatory connection to public water system, including the installation of fire hydrants.”

These conditions are unequivocally unconstitutional and illegal.

First, the 1983 Constitution of the State of Georgia and the Fifth Amendment to the Constitution of the United States prohibit ***takings of property without the payment of just and adequate compensation***. *E.g.*, Just Compensation Clause of the Fifth Amendment to the Constitution of the United States of America; Article I, Section I, Paragraphs I-II of the Constitution of the State of Georgia of 1983; Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States of America. The conditions requiring dedication of right of way and that the Applicant either improve a public right of way and extend the public water system or pay money to the County constitute takings of property—real property or the money required to improve the right of way or the money exacted by the recommended condition—without first paying the Owner just and adequate compensation.

Second, the Georgia General Assembly requires local governments to pay just and adequate compensation before exercising the right of eminent domain. O.C.G.A. §§ 22-1-5, -6. Additionally, before acquiring property by eminent domain or legislative fiat (as is recommended by the Staff and Planning Commission recommended conditions), a local government must “make every reasonable effort to acquire . . . real property by negotiation” and when the local government seeks to acquire fee simple title to real property, the local government must first have the property appraised before trying to acquire such property and the local government must provide the property owner with information sufficient to meaningfully evaluate the local government’s offer of monetary compensation. O.C.G.A. § 22-1-9(1)-(3); *Summerour v. City of Marietta*, 338 Ga. App. 259 (2016). And, above all, “[n]o owner shall be required to surrender possession [or title] of real property before the [local government] . . . pays the agreed purchase price or deposits with the court . . . , for the benefit of the owner, an amount not less than the . . . apprais[ed] . . . fair market value of such property or the award of compensation in [a] . . . condemnation proceeding for such property.” O.C.G.A. § 22-1-9(4). Here, however, the County has neither had the right of way appraised nor attempted to acquire the right of way by negotiation. Accordingly, the County recommended conditions requiring the dedication of right of way violate the O.C.G.A. § 22-1-9—aptly known as the “Landowner’s Bill of Rights.” Because these efforts are being taken in bad faith, the Owner could pursue attorneys’ fees incurred in defending against this attempted unconstitutional and illegal taking of property undertaken in bad faith, without just and adequate

Board of Commissioners of Fayette County, Georgia
January 7, 2025
Page 3 of 7

compensation, and without compliance with the Landowner's Bill of Rights (and other law). O.C.G.A. §§ 9-15-14, 13-6-11, 22-1-12.

Third, ***a local government is prohibited from acting "in bad faith in order to compel an agreement on the price to be paid for the property" or "intentionally make it necessary for an owner to institute legal proceedings to prove the fact of the taking of his or her real property."*** O.C.G.A. § 22-1-9(7)-(8). However, that is exactly what is occurring here. The above-referenced recommended conditions would require the property owner to appeal a decision of the BOC on the Application incorporating those conditions to prove that those conditions constitute a taking of property. Additionally, the Planning Commission and Staff recommending those conditions in order for the Application to be approved is bad faith—the zoning is the hostage, and the ransom is the surrender of the Owner's property. In essence, it is illegal contract zoning by force. *Marietta v. Traton Corp.*, 253 Ga. 64 (1984).

Fourth, all of the ***above-referenced conditions constitute illegal "development exaction", which is (among other things) any requirement attached to a rezoning which compels the payment, dedication, or contribution of goods, services, land, or money as a condition of approval.*** O.C.G.A. §§ 36-71-2(6), (7). As the County knows, development exactions may only be assessed through impact fees; they may not be exacted by zoning condition. *Id*; O.C.G.A. § 36-71-3. Requiring the dedication of right of way, the extension of a water line, and the paving of a public road (or, in lieu thereof, contribution of over a million dollars to the county) is a "development exaction" prohibited by O.C.G.A. § 36-71-1, *et seq.*

For the foregoing reasons, the Owner respectfully requests that the above conditions of approval not be considered by the Board of Commissioners.

Should you have any questions/concerns regarding this letter, its attachments/enclosures, and/or the Application, please do not hesitate to contact me.

Sincerely,



Steven L. Jones

Enclosures
cc: Applicant

EXHIBIT “A”**CONSTITUTIONAL OBJECTION**

As applied to the real property of Andrea Pope Camp (the “Owner”), which is identified as Fayette County Tax Assessor Parcel No(s): 0703 012 (the “Subject Property”) and is the subject of the previously-filed rezoning application (the “Application”) of Jordan Camp, attorney-in-fact for Andrea Pope Camp (the “Applicant”), and facially, the Zoning Ordinance of Fayette County, Georgia (the “Zoning Ordinance”), codified at Chapter 110 of the Code of Ordinances of Fayette County, Georgia (the “Code of Ordinances”) is unconstitutional in that the Owner’s (and the Applicant’s) property rights in and to the Subject Property have been destroyed without first receiving fair, adequate, and just compensation for such property rights. As applied to the Subject Property and facially, the Zoning Ordinance deprives the Owner (and the Applicant) of constitutionally protected rights in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States of America; Article I, Section I, Paragraphs I-II of the Constitution of the State of Georgia of 1983; Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Due Process and Equal Protection Clauses of the Fourteenth Amendment to the Constitution of the United States of America.

Application of the Zoning Ordinance to the Subject Property, and the Zoning Ordinance facially, are unconstitutional, illegal, arbitrary, capricious, null, and void, constituting takings of the Subject Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States of America; Article I, Section I, Paragraphs I-II of the Constitution of the State of Georgia of 1983; Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States of America thereby denying the Owner (and the Applicant) of an economically viable use of the Subject Property while not substantially advancing legitimate state interests.

Inasmuch as it is impossible for the Owner (and/or the Applicant) to use the Subject Property and simultaneously comply with the Zoning Ordinance, the Zoning Ordinance, as applied to the Subject Property, and the Zoning Ordinance facially, constitute arbitrary, capricious, and unreasonable acts by Fayette County, Georgia without any rational basis therefor and constitute abuses of discretion in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States of America; Article I, Section I, Paragraphs I-II of the Constitution of the State of Georgia of 1983; Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Due Process and Equal Protection Clauses of the Fourteenth Amendment to the Constitution of the United States of America.

Application of the Zoning Ordinance to the Subject Property and the Zoning Ordinance facially are unconstitutional and discriminate against the Owner (and the Applicant) in arbitrary, capricious, and unreasonable manners between the Owner (and the Applicant) and others similarly situated in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States of America.

Failure to approve the Application, with only those conditions consented to by the Applicant, would be unjustified from a fact-based standpoint and instead would result only from

EXHIBIT “A”

constituent opposition, which would be an unlawful delegation of authority in violation of Article IX, Section II, Paragraph IV of the Constitution of the State of Georgia of 1983.

WHEREFORE, the Owner and the Applicant request that the Board of Commissioners of Fayette County, Georgia approve the Application, as specified and designated therein, with only conditions consented to by the Applicant.

Respectfully submitted this 7th day of January 2025.

TAYLOR ENGLISH DUMA LLP
Counsel for Applicant/Owner

/s/ Steven L. Jones

Steven L. Jones

Georgia State Bar No.: 639038

1600 Parkwood Circle
Suite 200
Atlanta, Georgia 30339
(678) 336-7282
sjones@taylorenghish.com

EXHIBIT “B”**OBJECTION TO AND FOR ZONING HEARING BASED ON
YORK V. ATHENS COLLEGE OF MINISTRY, INC.**

As applied to the real property of Andrea Pope Camp (the “Owner”), which is identified as Fayette County Tax Assessor Parcel No(s): 0703 012 (the “Subject Property”) and is the subject of the previously-filed rezoning application (the “Application”) of Jordan Camp, attorney-in-fact for Andrea Pope Camp (the “Applicant”), any and every public hearing regarding, and any Board of Commissioners of Fayette County, Georgia (“BOC”) action (including, but not limited, any final action) on, the Application, and the Zoning Ordinance of Fayette County, Georgia (the “Zoning Ordinance”), codified at Chapter 110 of the Code of Ordinances of Fayette County, Georgia (the “Code of Ordinances”) facially and as applied to the Subject Property, the Applicant, the Owner, and the Application, are objected to by Applicant and Owner based on, but not limited to, the reasons set forth herein (collectively the “York Objection” and each an “Objection”), in accordance with *York v. Athens College of Ministry, Inc.*, 348 Ga. App. 58, 821 S.E.2d 120 (Ga. Ct. App. 2018):

Contemporaneous with the filing of this *York* Objection, the Applicant and Owner are filing a Constitutional Objection, and all Objections set forth therein are incorporated herein by reference as if fully restated. The Applicant and Owner object to any and every public and other hearing(s) regarding the Application, including, but not limited to, those before the BOC and/or the Planning Commission of Fayette County Georgia (the “Planning Commission”), because the time limitation, if any, imposed on the presentation of evidence and testimony in support of, as well as in rebuttal to opposition evidence, comments, and/or testimony to, the Application deprive the Applicant and Owner a meaningful opportunity to be heard and preserve issues, in violation of the Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States and Article I, Section I, Paragraph I of the Constitution of Georgia of 1983. Likewise, the Applicant and Owner object to any and all members of the public (and/or other persons) who appear (or otherwise give testimony and/or opinion) at any and all public hearing(s) and other meetings, including, but not limited to, before the BOC and/or the Planning Commission to the extent that (but not limited to) said individuals (a) do not have standing to appeal the BOC’s decision on the Application (i.e., do not satisfy the substantial interest-aggrieved citizen test); (b) are not under oath; (c) are not subject to cross-examination; (d) present evidence on and/or make statements that qualify as (or must or should be assessed with the aid of) expert opinion testimony without any or all individuals being qualified as expert witnesses; (e) present evidence on and/or make statements that are not germane to the exclusive factors for consideration of the Application set forth in the Zoning Ordinance of Fayette County, Georgia (the “Zoning Ordinance”), codified at Chapter 110 of the Code of Ordinances of Fayette County, Georgia (the “Code of Ordinances”); (f) present evidence and/or make statements that are founded, wholly or in part, upon inadmissible, unreliable, nonprobative, insubstantial, and/or lay, nonexpert opinion evidence; and/or (g) fail to disclose any and every campaign (or other) contribution to any member of the BOC.

Additionally, the Applicant and Owner object to any BOC action that does not approve the Application or approves the Application with conditions not consented to by the Applicant and any other action of the County and/or the Planning Commission to the extent that (but not limited to) such action is: (a) in violation of Section 50-13-19(h) of the Official Code of Georgia Annotated or otherwise: (1) in violation of any constitutional, statutory, and/or ordinance provisions; (2) in

EXHIBIT “B”

excess of the constitutional, statutory, and/or ordinance authority of the Planning Commission and/or BOC; (3) made upon unlawful procedure; (4) affected by other error of law; (5) clearly erroneous in view of the reliable, probative, and substantial evidence on the whole record; and/or (6) arbitrary or capricious or characterized by abuse of discretion or clearly unwarranted exercise of discretion; (b) contrary to the report(s) and recommendation(s), to the extent the Applicant consents to the conditions thereof, of (1) the Fayette County, Georgia Department of Planning and Zoning (or any assigns thereof); (2) the Fayette County Planning Commission; and/or (3) any other Department or agency of Fayette County, Georgia or the State of Georgia; (c) founded, wholly or in part, upon inadmissible, unreliable, nonprobative, insubstantial, and/or lay, nonexpert opinion evidence; (d) contrary to, or based, in whole or in part, on factors or considerations other than, the exclusive factors or procedure for consideration of the Application set forth in the Zoning Ordinance; (e) based, in whole or in part, on evidence and/or information received by the BOC (1) outside of the public hearing on the Application; (2) by *ex parte* or other similar means; and/or (3) otherwise in a manner which does not afford the Applicant a right to respond to or otherwise confront all evidence considered by the BOC in its evaluation of the Application; (f) otherwise not made pursuant and in conformance with the Code of Ordinances; the Zoning Ordinance; the Georgia Zoning Procedures Law, O.C.G.A. § 36-66-1, *et seq.*; and/or any other law, including the Constitutions of the State of Georgia or the United States of America; and/or (g) pursuant to an ordinance, resolution, zoning map, and/or the like not adopted in compliance with the Code of Ordinances; the Zoning Ordinance; the Georgia Zoning Procedures Law, O.C.G.A. § 36-66-1, *et seq.*; and/or any other law, including the Constitutions of the State of Georgia or the United States of America, which the Applicant contends is the case for the applicable ordinances, resolutions, and maps, including, but not limited to, the Zoning Ordinance.

By and through this *York* Objection, the Applicant and Owner hereby preserve all the above and incorporated Objections, and any and all evidence, arguments, and objections made and/or tendered at any hearing, and/or prior to the BOC’s final action, on the Application, and asserts them on and within the record before, and for consideration and resolution (prior to any formal decision) by, the BOC.

WHEREFORE, the Applicant and the Owner request that the Board of Commissioners of Fayette County, Georgia approve the Application, as specified and designated therein, with only conditions consented to by the Applicant.

Respectfully submitted this 7th day of January 2025.

TAYLOR ENGLISH DUMA LLP
Counsel for Applicant/Owner

/s/ Steven L. Jones

Steven L. Jones

Georgia State Bar No.: 639038

1600 Parkwood Circle
Suite 200
Atlanta, Georgia 30339
(678) 336-7282
sjones@taylorenghish.com

**Additional Information for
Rezoning Petition No. 1355-24
Submitted to the Fayette County
Planning and Zoning Department
on 2/11/2025**



HUIET DRIVE
20 1/2" WIDE DIRT/GRAVEL

REAR - 50'



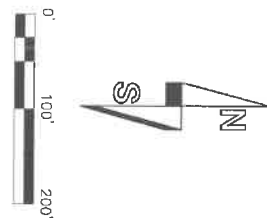
CONCEPT PLAN

Land Lot 28 Of The 7th Land District

**S.A. GASKINS &
ASSOCIATES, LLC**

Surveyors planners development consultants
P.O. BOX 303 BROOKS, GA 30205
678-571-3254
rdgaskins79@gmail.com





HUIET DRIVE
20± WIDE DIRT/GRAVEL

OWNER, LANDLORD, AND/OR SUCCESSOR OF THE ESTATE OF
MURDER MURPHY, BY POWER OF ATTORNEY, HAS GRANTED
THIS PARCEL NO. 0001002

EXISTING ZONING: R-1, AGRICULTURAL RESIDENTIAL
LAND USE PLAN DESIGNATION: RURAL RESIDENTIAL - 2.11
UNIT (7.2 ACRES)

PROPOSED ZONING: C-3 CONSERVATION SUBDIVISION
SUBDIVISION

MINIMUM LOT SIZE: 1.00 ACRE

CONSERVATION AREA REQUIRED: 40% OF SITE AREA = 16.2
ACRES

CONSERVATION AREA PROVIDED: 38.27 ACRES

SETBACKS: FRONT - 75' COLLECTOR
FRONT - 50' LOCAL

90'-30'

REAR - 30'

MINIMUM HOUSE SIZE 2000 SQ. FT.
MINIMUM LOT WIDTH AT BUILDING LINE: 150' - COLLECTOR
STREET

125' - MAJOR STREET

EXISTING WATERLINE LOCATED APPROXIMATELY 500' NORTH
OF THE NORTHWEST CORNER OF THIS SITE IN THE
WATERLACE SUBDIVISION.

TOPOGRAPHICAL INFORMATION TAKEN FROM OFFICIAL MET
FAYETTE COUNTY, GA. WEBSITE

BOUNDARY SURVEY INFORMATION TAKEN FROM DEED BOOK
3786, PAGE 251 AND FROM OFFICIAL MET, FAYETTE COUNTY,
GA.

DAVIS ROAD AND HUIET ROAD ARE CLASSIFIED AS A
COLLECTOR ROAD AND HUIET ROAD IS CLASSIFIED AS A
LOCAL ROAD.

MINIMUM RIGHT-OF-WAY OF 60 FEET IS REQUIRED FOR A
COLLECTOR ROAD.

THE FINAL DESIGN WILL BE BASED ON A CURRENT BOUNDARY
SURVEY, FIELD MEASUREMENTS AND A 2 FOOT COUNCIL
TOPOGRAPHICAL SURVEY.

YIELD PLAN

DAVIS ROAD
20± WIDE DIRT/GRAVEL

Property Location

Land Lot 28 of The 7th Land District
Fayette County, Georgia

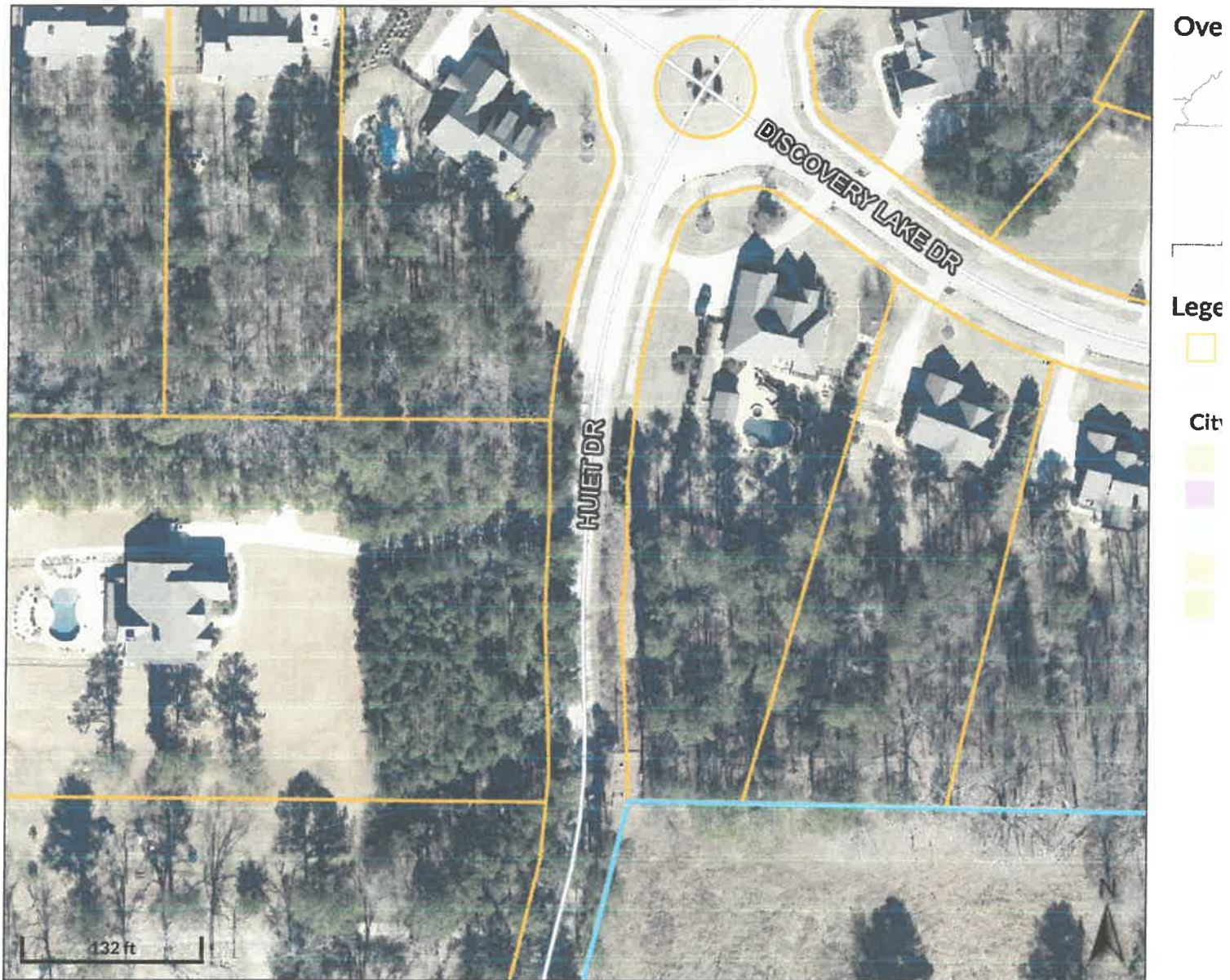
**S.A. GASKINS &
ASSOCIATES, LLC**

surveyors/planners/development consultants
P.O. BOX 303 BROOKS, GA 30205
678-571-8354
info@sagaskins.com





Fayette County, GA



Parcel ID	0703 012	Alternate ID	28170	Owner Address	CAMP ANDREA POPE
Sec/Twp/Rng	n/a	Class	Agricultural		341 PLANTATION CIRCLE
Property Address	413 DAVIS RD	Acreage	41.8		FAYETTEVILLE, GA 30214
District	County Uninc				
Brief Tax Description	DAVIS RD				

(Note: Not to be used on legal documents)

Date created: 2/7/2025

Last Data Uploaded: 2/7/2025 5:00:36 AM

Developed by  **SCHNEIDER**
GEOSPATIAL



Fayette County, GA



Parcel ID	0703 012	Alternate ID	28170	Owner Address	CAMP ANDREA POPE
Sec/Twp/Rng	n/a	Class	Agricultural		341 PLANTATION CIRCLE
Property Address	413 DAVIS RD	Acreage	41.8		FAYETTEVILLE, GA 30214
District	County Uninc				
Brief Tax Description	DAVIS RD				

(Note: Not to be used on legal documents)

Date created: 2/7/2025

Last Data Uploaded: 2/7/2025 5:00:36 AM

Developed by  **SCHNEIDER**
GEOSPATIAL

IN THE SUPERIOR COURT OF FAYETTE COUNTY
STATE OF GEORGIA

FILED IN OPEN COURT, THIS THE
11 DAY OF April, 20 18
Shirley Reddick, CLERK
FAYETTE COUNTY SUPERIOR COURT
KB

TSTT INVESTMENTS, LLC,

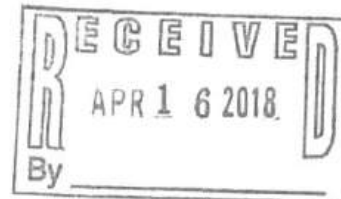
Plaintiff,

v.

FAYETTE COUNTY, GEORGIA,

Defendant.

Civil Action No.: 2016V-0653
(CCE)



~~PLAINTIFF'S DEPOSED ORDER~~

FINAL JUDGMENT

The matter as above-styled having come before this Court for bench trial March 26, 2018

through March 27, 2018; both parties having requested Findings of Fact and Conclusions of Law; and after hearing evidence and arguments by counsel, it is hereby FOUND, ORDERED and ADJUDGED as follows:

I. FINDINGS OF FACTS

1. The property at issue in this challenge to a zoning denial is roughly 212 acres located north of Ebenezer Church Road and south of Davis Road in Fayette County, Georgia (the "Subject Property"). The Subject Property is located in the middle of the northern part of the County. Plaintiff owns the Subject Property, having purchased it as a foreclosed asset in 2010 for \$1.2 million (\$5,660/acre). Since that time, Plaintiff has expended an additional \$213,331 on property taxes, bringing its total investment to \$1,413,331. The County currently values the property for tax purposes at \$1,183,230. The Subject Property is vacant and undeveloped and has been for as long as anyone can remember.

2. From the date that the County first adopted a zoning ordinance until now, the County has designated the Subject Property as A-R (Agricultural Residential). The A-R zoning

district allows for single-family homes on lots containing a minimum of five acres, and if developed as zoned the development would yield no more than 43 lots (and more likely 35 or 36 lots). No one has made any effort to develop the site for an A-R project. To the contrary, in 2005, 2007 and 2016 unsuccessful efforts were undertaken to rezone the tract to R-50 and then PUD-PRD (in 2016); respectively for 140 lots, 92 lots, and 91 lots. The site is served by public water, but is not on public sewer.

3. In compliance with the County's then-current Comprehensive Land use Plan and other development trends in the area, Plaintiff authorized developer Brent Holdings LLC to file an application on May 2, 2016 to rezone the Subject Property from A-R to PUD-PRD (Planned Residential Development) to allow for the development of 91 single-family detached homes. The PUD-PRD district is very flexible and intended creatively to cluster lots on large acreage to protect, among other things, natural resources. The PUD-PRD category is a good "fit" for the Subject Property, which contains a ravine, streams, wetlands and extensive open space. The PUD-PRD district allows a minimum lot size of one acre, but the range within the proposed community was 1 to 4-acre lots with most lots between 1 to 2 acres in size. The proposal incorporated elements of walkable developments as required by the Zoning Ordinance, an amenities package (swim/clubhouse), a common green space area with trails, sidewalks both on the street frontages and internal to the site, and street lighting. It also provided for a 100' buffer where the new development met the boundaries of older residential properties to create visual and spatial separation, as well as larger lots along that portion of the tract which abuts the Martha's Cove neighborhood to the east.

4. As required by law, the County's Planning Staff (Director Pete Frisina) first submitted the application for review and comment by a number of other Staff Members,

including Philip Mallon (Director of Public Works) and Vanessa Birrell (Director of Environmental Management). The purpose of such a review is to identify potential development issues and other aspects of the Site Plan and to communicate them to the rezoning applicant. In this instance, the Staff made a few requests of Plaintiff in terms of its design, but otherwise recommended that the application proceed.

5. By law, the Planning Staff is the professional body in the County charged with the responsibility of drafting, reviewing and interpreting both the Zoning Code and the Comprehensive Plan. It also is charged with the responsibility of reviewing, analyzing, and making a recommendation on all rezoning requests in light of four criteria expressly adopted by the County in its Zoning Ordinance. The criteria are:

- (1) Whether the zoning proposal is in conformity with the land use plan and policies contained therein;
- (2) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;
- (3) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing or planned streets, utilities, or schools;
- (4) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

6. Armed with input from other County departments, the Planning Staff analyzed Plaintiff's rezoning request in light of these factors and issued a written report, concluding that all standards had been satisfied. As a result, the Planning Staff recommended approval of the rezoning to the PUD-PRD district, finding among other things that:

1. The subject property lies within an area designated for Rural Residential (1 Unit/2 to 3 Acres) and Conservation Areas. 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 utilities or schools. However, the proposed rezoning has the potential to adversely affect Davis Road based on the County Engineer's estimate for trips on Davis Road (see Public Works/Engineering comments above). The County Engineer recommends a connection to Davis Road to promote interconnectivity within the County's road network. This is a stated goal in the 2010 Comprehensive Transportation Plan and is important for public safety. In addition, this option more quickly distributes the impact of traffic on the existing, surrounding roads. The County Engineer also states that the road department will be able to accommodate the added maintenance of Davis Road and that Davis Road be included as a long-term paving project.

4. Existing conditions and the area's continuing development as a single-family residential district support this petition.

7. The PUD-PRD process requires that the Planning Commission also review the proposed development in an informal review. That first meeting occurred in April of 2016. There was a substantial amount of discussion about the application. And there were changes the Planning Commission requested of the Plaintiff, including making the lots larger, adding a hundred foot buffer around a portion of it, and placing larger lots along the boundary shared with an existing neighborhood to the east. The Planning Commission also requested a traffic study, notwithstanding the acknowledgment by the Public Works Director that the size of the project did not warrant one. Nonetheless, the Plaintiff did everything asked of it.

8. The application returned two more times to the Planning Commission. Ultimately, the Planning Commission did not approve the PUD-PRD request. However, in recognition of the inappropriateness of the A-R classification, it did recommend rezoning to R-80. R-80 would allow the development of no more than 60 lots.

9. The Plaintiff's rezoning request appeared before the County Commission on July 28, 2016. A number of neighbors attended and spoke in opposition. The concerns

expressed by them were that this is a "high density subdivision" which is inconsistent with the "tone and texture of the County"; that development of this property would exacerbate an existing drainage problem; that the development would cause an unacceptable increase in traffic; that Davis Road is unsafe and unable to handle traffic; and that schools would deteriorate from adding children who will live in the new development.

However, the primary concern, and the one used by the County at trial to justify its decision, was that the proposed subdivision was "perceived" to detract from the "rural character" of the County. In response, the County Commission voted to deny the matter. One Commissioner expressly stated that "over 200 petitioners did not ask the Board to do anything other than to deny this request". He also stated that "the Board was elected to represent the citizens and the citizens have spoken." The County Commission thus ignored the recommendations of both its Planning Staff and its Planning Commission, as well as the established policies and intent of its Comprehensive Plan. Instead, it simply acceded to the speculative, unsubstantiated complaints from opponents to the project without any regard to the specious nature of their objections. In denying Plaintiff's rezoning request, the County limited development of the Plaintiff's property to 43 lots.

10. Plaintiff presented credible, clear and convincing evidence that the A-R district's restrictions, as well as the R-80 compromise suggested by the Planning Commission, render the Subject Property worthless from an economic standpoint. Plaintiff's expert--a development consultant with years of experience in the greater Atlanta area as well as internationally--explained how the Subject Property simply cannot be developed under A-R or R-80 for any economically viable use. In fact, Plaintiff's expert testified that even if Plaintiff gave the Subject Property to a developer, specific engineering challenges and the overly restrictive limits of the

A-R and RS-80 districts make it impossible to develop the Property for any allowed use without losing money. The resulting development costs would require excessive pricing of the finished lots. That lot cost, in turn, would require final home price points significantly higher than comparable homes in the area and would not be marketable.

11. Plaintiff also proved by clear and convincing evidence that any public benefit generated by the A-R zoning is minimal, and certainly does not counterbalance the substantial detriment caused to Plaintiff. Plaintiff proved that the A-R zoning district is an overly restrictive classification for the Subject Property, and there was no evidence of any relation between the zoning restrictions on the Property and the public health, safety, morality, and welfare. Defendant's own professional staff confirmed these facts. The County's reliance upon the need to protect the rural character of the County was weak at best, given the absence of any definition of rural character, much less where it is located. Additionally, this purported goal is contradicted by the multitude of earlier one-acre lot subdivisions approved immediately around and even well to the south of Plaintiff's land. This tract also is very close to the City of Fayetteville's considerably more intense development patterns. Finally, the County's Comprehensive Plan, which is a policy adopted to control growth, expressly allowed a development of one house for every 2 to 3 acres of land, or 60 to 91 homes. Although subsequently the Future Land Use Map was amended to A-R-3, even today the property may be developed for at least 60 homes. This area of the County simply is not "rural" and preserving its "rural character" at this location is not warranted.

II. CONCLUSIONS OF LAW

1. The parties agreed on the rules of law to be applied to these facts. They each note that the power to zone and rezone property is legislative. RCG Properties, LLC v. City of Atlanta

Bd. of Zoning Adjustment, 260 Ga. App. 355, 361 (2003). As a legislative act, decisions of the authority to zone, or refuse to rezone property are “presumptively valid.”¹ RCG Properties, 260 Ga. App. at 361. Additionally, as a legislative act, this Court reviews the evidence “de novo”.

2. The parties also agree that when challenging a zoning classification as unconstitutional, the burden is initially on the property owner to present “clear and convincing” evidence to rebut the presumption that the classification is a constitutional use of the police power to further the public benefit. Henry Cty. v. Tim Jones Properties, Inc., 273 Ga. 190, 191 (2000). More specifically, the property owner must first “come forward with clear and convincing evidence that the zoning presents a significant detriment [to it] and is insubstantially related to the public health, safety, morality, and welfare.” Gradous, 256 Ga. at 469. But once the property owner’s burden is satisfied, the governing authority must justify the zoning by proving that it is substantially related to the public health, safety, morality, or general welfare. Guhl v. Par-3 Golf Club, Inc., 238 Ga. 43, 44 (1976). In this context, “substantial relation” is essentially the same standard as “reasonableness.” Id. at 45.

3. Recognizing the burdens of proof for the property owner in light of the authority set out above requires answering the question of what type of evidence amounts to “clear and convincing” evidence sufficient to show a significant detriment to the owner, as well as an insubstantial relation to the public health, safety, morality, and welfare (collectively the “public benefit”). Similarly, assuming that the property owner can satisfy his burden, what type of

¹ In describing the deference afforded to zoning as a legislative act, the courts have on occasion said that, if the validity of the zoning classification be “fairly debatable,” it will be upheld against a challenge. See e.g., Gradous v. Board of Com’rs of Richmond Cty., 256 Ga. 469, 469-470 (1986). The “fairly debatable” language originated from the 1926 U.S. Supreme Court case of Euclid v. Amber Realty Co.: “[i]f the validity of the legislative classification for zoning purposes be fairly debatable, the legislative judgment must be allowed to control.” 272 U.S. 365, 388 (1926). However, the phrase “fairly debatable” is not itself a distinct standard or test to be applied; rather, it is simply an articulation of the presumption of validity that zoning actions enjoy.

evidence must be put forth by the County to prove that the zoning *is* in fact substantially related to the public benefit? Georgia courts have made clear that there is no “bright line” test; while the focus is almost always on the dollar amount of the reduction in property value caused by the existing zoning, there is no “magic number” establishing the dividing line between constitutional and unconstitutional zoning restrictions. Instead, the court must weigh the evidence and balance the purported detriment to the property owner against the purported benefit to the public. The result is that zoning lawsuits are fact-specific disputes that must be decided on a case-by-case basis. Mayor & Aldermen of the City of Savannah v. Rauers, 253 Ga. 675, 675 (1985). If after balancing the evidence a court determines that the zoning provides “relatively little gain or benefit to the public while inflicting serious injury or loss on the owner,” the zoning is unconstitutional and void. Barrett v. Hamby, 235 Ga. 262, 266 (1975).

4. In this case the zoning restrictions go far beyond a mere “interference” with Plaintiffs’ property interest in their “investment-backed expectations,” which have been destroyed by the A-R zoning classification. Plaintiff’s property is incapable, as a direct result of its zoning, to be developed for *any* commercially practical use; in other words, its value essentially is \$0. See Mann, 278 Ga. at 443 (“[A] regulation that ‘denies all economically beneficial or productive use of land’ will require compensation.” (quoting Palazzolo v. Rhode Island, 533 U.S. 606, 617 (2001))). Accordingly, this case falls into the most extreme category of regulatory takings, “total takings,” as pronounced in the momentous U.S. Supreme Court case Lucas v. South Carolina Coastal Council: “when the owner of real property has been called upon to sacrifice all economically beneficial uses in the name of the common good, that is, to leave his property economically idle, he has suffered a taking.” 505 U.S. 1003, 1019 (1992). Based upon

the evidence presented at trial, the Property at issue here is just that, economically idle, and thus the law dictates a finding that the existing zoning classification is unconstitutional as a taking.

5. The area in which Subject Property is located will not support a new home sale price above the \$400,000 to \$450,000 range. To develop the Subject Property under the AR zoning district and just break even, however, a developer would have to sell each AR lot for \$144,160, and each RS-80 lot for \$129,726. That lot price translates to a home sale price of \$746,400 if an AR lot, and \$645,000 if on an RS-60 lot, a figure that is 50% to 66% higher than the market will bear. The only way to develop the Subject Property and keep the home prices within the market range is under the PUD-PRD, 91 lot scenario proposed by the Applicant. The per lot cost to develop in that scenario is \$104,000 to \$114,000. That lot cost translates into a new home sale price of \$419,000 to \$456,000 which is what the surrounding market supports. Legacy Investment Group v. Kim, 279 Ga. 778 821 S.E.2d 453 (2005), supports the contention that this scenario presents a clear case of significant economic detriment. Defendant simply did not credibly rebut this testimony.

6. The mere existence of neighborhood opposition is not a legally sufficient reason to uphold a rezoning denial. AT&T Wireless PCS v. City of Chamblee, 10 F.Supp.2d 1326 (N.D. Ga 1997); Crymes v. DeKalb County, 258 Ga. 30 31 (1988); also see Rea v. Cordele, 255 Ga. 390 (1986). Nor is a mere increase in traffic a legitimate basis to sustain such a denial. Victoria v. Atlanta Commercial Mart and City of Atlanta, 101 Ga. App. 163 (1960); Brand v. Wilson, 252 Ga. 416 (1984).² Nor are other unsubstantiated generalized fears a lawful basis upon which to uphold a denial. Bartenfeld v. Fulton County, 257 Ga. 766 (1988). Storm water problems apparently already exist in this area, meaning this future development obviously has

² Regardless, Plaintiff's Traffic Engineer was unrebutted in his testimony that no negative impact would be caused by the traffic generated by all lots.

not contributed to them. The County has strict codes in place to prevent additional flooding. At the proverbial "bottom line", Plaintiff's application was consistent with the County's Comprehensive Plan which Defendant was forced to concede. Moreover, both the County (and Fayetteville, for that matter) already has/have approved redevelopment considerably more consistent with Plaintiff's application than a development of 5-acre lots here. The impact of this inconsistent precedent also cannot be denied. DeKalb County v. Albritton, 256 Ga. 103 (1986).

7. Even if the County is able to produce evidence that the A-R classification has some arguable benefit insubstantially related to the County as a whole, this factor weighs heavily in favor of Plaintiff. As previously discussed, the detriment caused by the current zoning is absolute; even assuming Plaintiff did not make a profit from the sale, it still cannot be developed for any economically viable use unless one-acre lot sizes are allowed. This is the ultimate detriment in terms of land use regulation. So even if the County had proven that the A-R classification has some relationship to a tangible public benefit, the Court would still conclude that Plaintiff's detriment outweighs such benefits. See e.g., City of Roswell v. Heavy Machines Co. Inc., 256 Ga. 472, 473 (1986) (holding that even in light of expert testimony that existing roads "could not handle" increased traffic generated by proposed commercial rezoning, factors still weighed in favor of the property owner). But because there is no evidence of such benefits in this case, there is nothing to weigh.

III. CONCLUSION

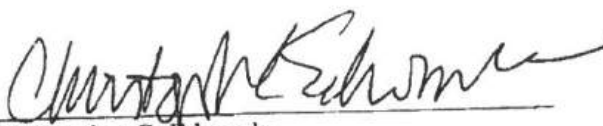
In sum, this was a fact-intensive case. It was also a case in which the County presented no evidence to support the economic value of the property if zoned A-R, or RS-80 as well as a weak rebuttal regarding the public purpose justification for the denial. The Court has balanced the evidence each party presented at trial and concludes that Plaintiff clearly and convincingly

presented credible evidence to establish the economic detriment it has suffered and will continue to suffer as the owner of the Subject Property, as well as the absence of any reasonable benefit to the public from retaining it. Regulatory restrictions like the A-R or RS-80 classifications, as applied to the Property, effectively prohibit it from realizing any economically viable use. Plaintiff also clearly and convincingly presented evidence that there is no countervailing public welfare benefit to offset this loss. Anything other than zoning the property to a district which allows an economically viable use is hereby declared unconstitutional by this Court, and specifically the A-R and RS-80 categories as applied to the Subject Property are unconstitutional.

Accordingly, IT IS HEREBY ORDERED THAT:

The Plaintiff's rezoning application (or another configuration thereof which yields economically viable lots) is hereby remanded to the County's Board of Commissioners for rehearing, as soon as Defendant is able to advertise and sign post the property in compliance with the Zoning Procedures Law, O.C.G.A. § 36-66-1, et seq. The County will evaluate the application under the Comprehensive Plain in effect in 2016 when the application was denied. The Court will retain jurisdiction of this matter until the Board of Commissioners has voted upon the application at that public hearing and been advised by Plaintiff that said decision is acceptable. At that point, this Order shall become Final. However, if Plaintiff remains convinced that the new decision is also unconstitutional, then it may reappear before the Court via application for contempt.

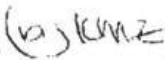
Considered pursuant to Exhibit Attached - cat, R
SO ORDERED, this 11 day of April, 2018.

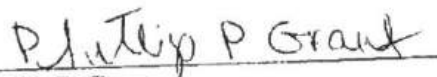

Christopher C. Edwards
JUDGE, Fayette County Superior Court
Griffin Judicial Circuit

Prepared and Presented By:


Kathryn M. Zickert
Attorney for Plaintiff

Smith, Gambrell & Russell, LLP
1230 Peachtree Street, N.E.
Suite 3100
Atlanta, GA 30309

Approved as to Form By: 
(with express permission)


Philip P. Grant
Attorney for Defendant

McNally, Fox, Grant & Davenport, P.C.
100 Habersham Drive
Fayetteville, GA 30214

Kaye Mrozinski

From: Avila, Shawna E. <SAVILA@SGRLAW.COM>
Sent: Tuesday, April 10, 2018 1:24 PM
To: Kaye Mrozinski
Cc: Zickert, Kathryn; Philip P. Grant
Subject: TSTT Investments v. Fayette County 2016V-0653 -- Plaintiff's Proposed Order (executed)
Attachments: Plaintiff_s Proposed Order (18224303_1).PDF

Kaye,

Per Judge Edwards' instructions, we have attached Plaintiff's Proposed Order regarding Civil Action No. 2016V-0653. Please confirm that we do not need to appear in front of Judge Edwards tomorrow in light of this consented Proposed Order. Thank you and I look forward to hearing back from you.

SHAWNA E. AVILA | Paralegal

404-815-3558 phone
404-685-6858 fax
www.sgrlaw.com
SAVILA@SGRLAW.COM

Promenade, Suite 3100
1230 Peachtree Street, N.E.
Atlanta, Georgia 30309-3592

SGR SMITH, GAMBRELL & RUSSELL, LLP

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EXHIBIT A

COUNTY AGENDA REQUEST

Page 91 of 310

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of Petition No. 1359-24, Jerry M. Gable, owner, & Christine Flanigan, agent, request to rezone 31.144 acres from R-45 Conditional (Single-Family Residential) to A-R (Agricultural-Residential); property located in Land Lots 73 & 88 of the 5th District and fronts on S. Jeff Davis Drive and Dixon Circle.

Background/History/Details:

Applicant proposes to rezone 31.144 acres from R-45 Conditional (Single-Family Residential) to A-R (Agricultural-Residential). As defined in the Fayette County Comprehensive Plan, Low Density Residential (1 unit/1 acre) is designated for this area, so the request for A-R zoning is appropriate, as it requires a much lower density, with a 5-acre minimum lot size.

On January 16, 2025, the Planning Commission voted 4-1 to recommend CONDITIONAL APPROVAL, with conditions as recommended by staff. Staff recommends CONDITIONAL APPROVAL, subject to the following: 1. The existing house on the parcel does not meet the building setback requirements for A-R & shall be demolished within 90 days of approval of rezoning or prior to application for any future rezonings or minor final plats, whichever comes first. 2. The owner/developer shall dedicate land to Fayette County as needed to provide a min. 50-ft of right of way as measured from the existing centerline of South Jeff Davis Road for the full width of the parcel. 3. No new parcels may be created unless and until a paved road, constructed to County Standards and with a 60' dedicated right-of-way, is constructed at the present end of Dixon Circle as shown on the survey provided with the application.

Staff has discussed these conditions with the applicant's agent, and they accept the conditions.

What action are you seeking from the Board of Commissioners?

Staff recommends CONDITIONAL APPROVAL of the request to rezone from R-45, Conditional to A-R, Conditional.

If this item requires funding, please describe:

No funding is required for this request.

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:

PETITION No. 1359-24

REQUESTED ACTION: Rezone 31.144 acres from R-45 Conditional to A-R

PARCEL NUMBER: 0519 002

EXISTING ZONING: R-45 Conditional

PROPOSED ZONING: A-R

EXISTING USE: Residential

PROPOSED USE: Agricultural-Residential

LOCATION: 865 S Jeff Davis Drive and Dixon Circle

LOT SIZE: 31.144 Acres

DISTRICT/LAND LOT(S): 5th District, Land Lots 88, 73

OWNER(S): Jerry M. Gable

AGENTS: Christine Flanigan

PLANNING COMMISSION PUBLIC HEARING: January 16, 2025, at 7:00 PM

BOARD OF COMMISSIONERS PUBLIC HEARING: February 27, 2025, at 5:00 PM

REQUEST

The applicant is requesting to rezone the property from R-45 Conditional to A-R.

PLANNING COMMISSION RECOMMENDATION

On January 16, 2025, the Planning Commission voted 4-1 to recommend **CONDITIONAL APPROVAL**, subject to the conditions as recommended by staff; Mr. Culbreth voted in opposition to the motion.

STAFF ASSESSMENT & RECOMMENDATION

The lot is a legal lot of record and meets or exceeds all the requirements of the A-R zoning district. The Future Land Use Map designates this area as Low-Density Residential, which has a 1-acre

minimum parcel size. A-R has a 5-acre minimum parcel size so it will be a less intensive zoning than R-45. Therefore, staff recommends **CONDITIONAL APPROVAL** of the request to rezone from R-45, Conditional to A-R, subject to the following conditions:

1. The existing house on the parcel does not meet the building setback requirements for A-R and shall be demolished within 90 days of approval of the rezoning or prior to application for any future rezonings or minor final plats, whichever comes first.
2. The owner/developer shall dedicate land to Fayette County as needed to provide a minimum 50-ft of right of way as measured from the existing centerline of South Jeff Davis Road for the full width of the parcel.
3. No new parcels may be created unless and until a paved road, constructed to County Standards and with a 60' dedicated right-of-way, is constructed at the present end of Dixon Circle as shown on the survey provided with the application.

Staff has discussed these conditions with the applicant's agent, and they accept these conditions.

INVESTIGATION

A. GENERAL PROPERTY INFORMATION

The subject property was rezoned from A-R to R-45, Conditional, on April 23, 1987.

The conditions of zoning for Petition No. 619-87 were as follows:

1. To the owner's agreement to the following site development considerations:
 - a. To limit the exit/entrance on Jeff Davis Drive to no more than two (2) which will be separated by at least 700 feet.
 - b. That no lot shall have direct (driveway) access to Jeff Davis Drive.
 - c. That Dixon Circle shall not tie-in to Jeff Davis Drive or any proposed street that will tie-in to Jeff Davis Drive.
 - d. That the zoning shall be upgraded to R-45.

Staff notes regarding the relationship of the original conditions, the property configuration, and the current rezoning request:

- Regarding the number of curb cuts that could be developed on this property, the property has 800' of road frontage on South Jeff Davis. If it is zoned A-R, due to the shape of the property no more than 2 lots can be developed with frontage on South Jeff Davis. At the narrowest portion of the lot, about halfway between the north and south edges, the property is only 60' wide; a new parcel must have 100' of width all the way to the buildable portion of the lot. Therefore, no new 'flag lot' leading to the south portion of the property could be created here since it is less than 100'.

The area between this narrow point and South Jeff Davis contains about 11 acres, which would yield only 2 lots with frontage and access on South Jeff Davis. The net result will be fewer vehicle trips per day than there would have been if this area were developed according to the original Woodlands Preliminary Plat, which would have allowed 4 lots in addition to the Tract F parcel, which also had a house.

- Regarding the frontage on Dixon Circle, the applicant is aware that all required road frontages must be satisfied before the parcel can be subdivided. This includes providing the required frontage on Dixon Circle, as specified in Sec. 110-67. – Street frontage for access. No subdivision of property can take place unless proper road frontage is available for all parcels that might be created here. This will require the construction of a road meeting County standards, and the dedication of a full-width right-of-way for said road.

This southern portion of the property is approximately 20 acres, which will allow at most 4 lots if additional road frontage is provided. The net result will be fewer vehicle trips per day than there would have been if this area were developed according to the original Woodlands Preliminary Plat, which would have allowed 13 lots in this area. Please refer to the Master Plan on page 14 of this report for an illustration of the area.

B. ADJACENT ZONING AND FUTURE LAND USE

Most parcels surrounding the subject property are zoned A-R; a few are R-40 and R-70. The Future Land Use Map for this property and all the surrounding properties is Rural Residential-2, 1 Unit/2 Acres. See the attached Zoning Map and Future Land Use Map.

Direction	Acreage	Zoning	Use	Future Land Use Plan
North (across S. Jeff Davis Rd.)	5.0; 3.5	A-R; R-45	Single-Family Residential	Low Density Residential (1 unit /1 acre)
East	100+	R-45	Single Family Residential	Low Density Residential (1 unit /1 acre)
South	100+	R-45	Single Family Residential & Agricultural	Low Density Residential (1 unit /1 acre)
West	15; 43	R-45; A-R	Single Family Residential & Agricultural	Low Density Residential (1 unit /1 acre)

C. DEPARTMENTAL COMMENTS

- ☐ **Water System** – No objections.
- ☐ **Public Works/Environmental Management** – Any improvements on the site must meet all regulations, including but not limited to MFFE (Minimum Finished Floor Elevations).
- ☐ **Fire** – No comments.
- ☐ **Environmental Health** - This office has no objection to the proposed rezoning.
- ☐ **GDOT** – Not applicable, not on State Route.

ZONING DISTRICT STANDARDS

Sec. 110-125. A-R, Agricultural-Residential District.

(a) *Description of district.* This district is composed of certain lands and structures having a very low density single-family residential and agricultural character and designed to protect against the depreciating effects of small lot, residential development and those uses which are incompatible with such a residential and agricultural environment.

(b) *Permitted uses.* The following permitted uses shall be allowed in the A-R zoning district:

- (1) Single-family dwelling;
- (2) Residential accessory structures and uses (see article III of this chapter);
- (3) Growing of crops and the on-premises sale of produce and agricultural products, provided 50 percent of the produce/products sold shall be grown on-premises;
- (4) Plant nurseries and greenhouses (no sales of related garden supplies);
- (5) Raising of livestock; aquaculture, including pay fishing; apiary (all beehives shall comply with the required setbacks); and the sale thereof; and
- (6) One semi-trailer/box truck utilized as a farm outbuilding, provided the property is a minimum of five acres and the semi-trailer/box truck is only used to store agricultural items.

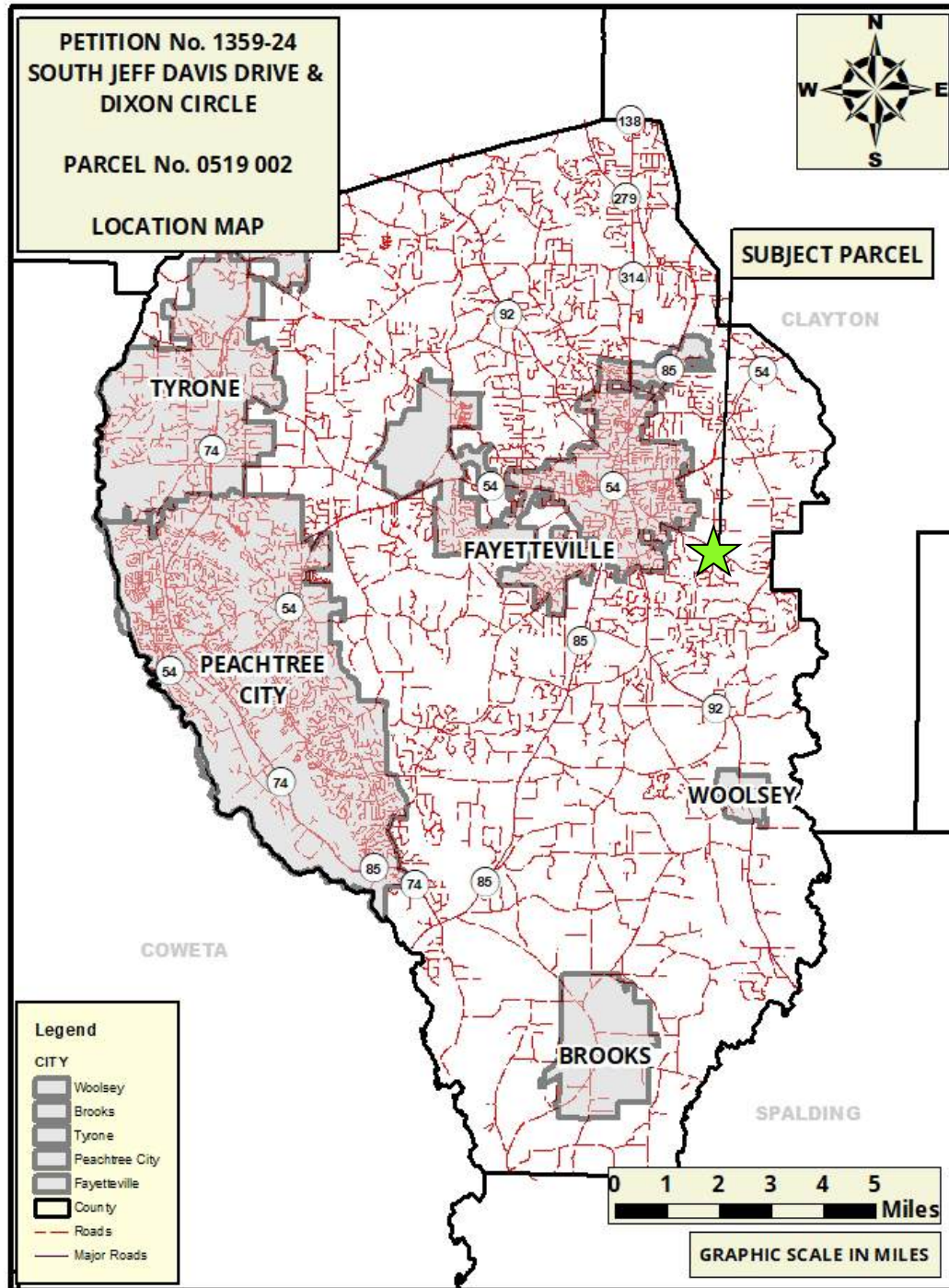
(c) *Conditional uses.* The following conditional uses shall be allowed in the A-R zoning district provided that all conditions specified in article VII of this chapter. Conditional uses, nonconformances, transportation corridor overlay zone, and commercial development standards are met:

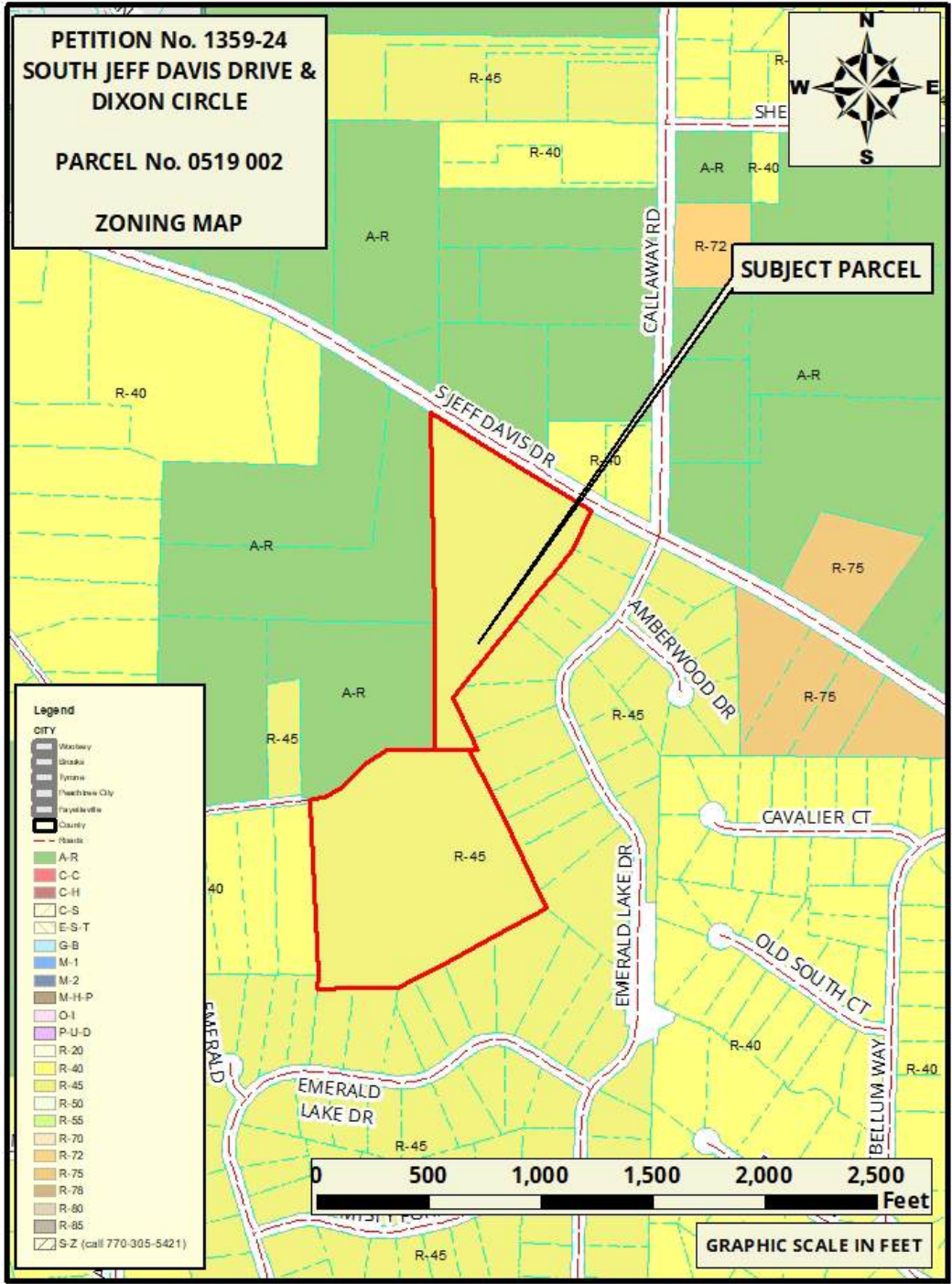
- (1) Aircraft landing area;
- (2) Animal hospital, kennel or veterinary clinic;
- (3) A-R bed and breakfast inn;
- (4) A-R wedding/event facility;
- (5) Cemetery;
- (6) Church and/or other place of worship;
- (7) Colleges and university, including, but not limited to: classrooms, administration, housing, athletic fields, gymnasium, and/or stadium;
- (8) Commercial driving range and related accessories;
- (9) Child care facility;
- (10) Deer processing facility.
- (11) Developed residential recreational/amenity areas;
- (12) Farm outbuildings, including horse stables, auxiliary structures, and greenhouses (permanent or temporary);
- (13) Golf course (minimum 18-hole regulation) and related accessories;

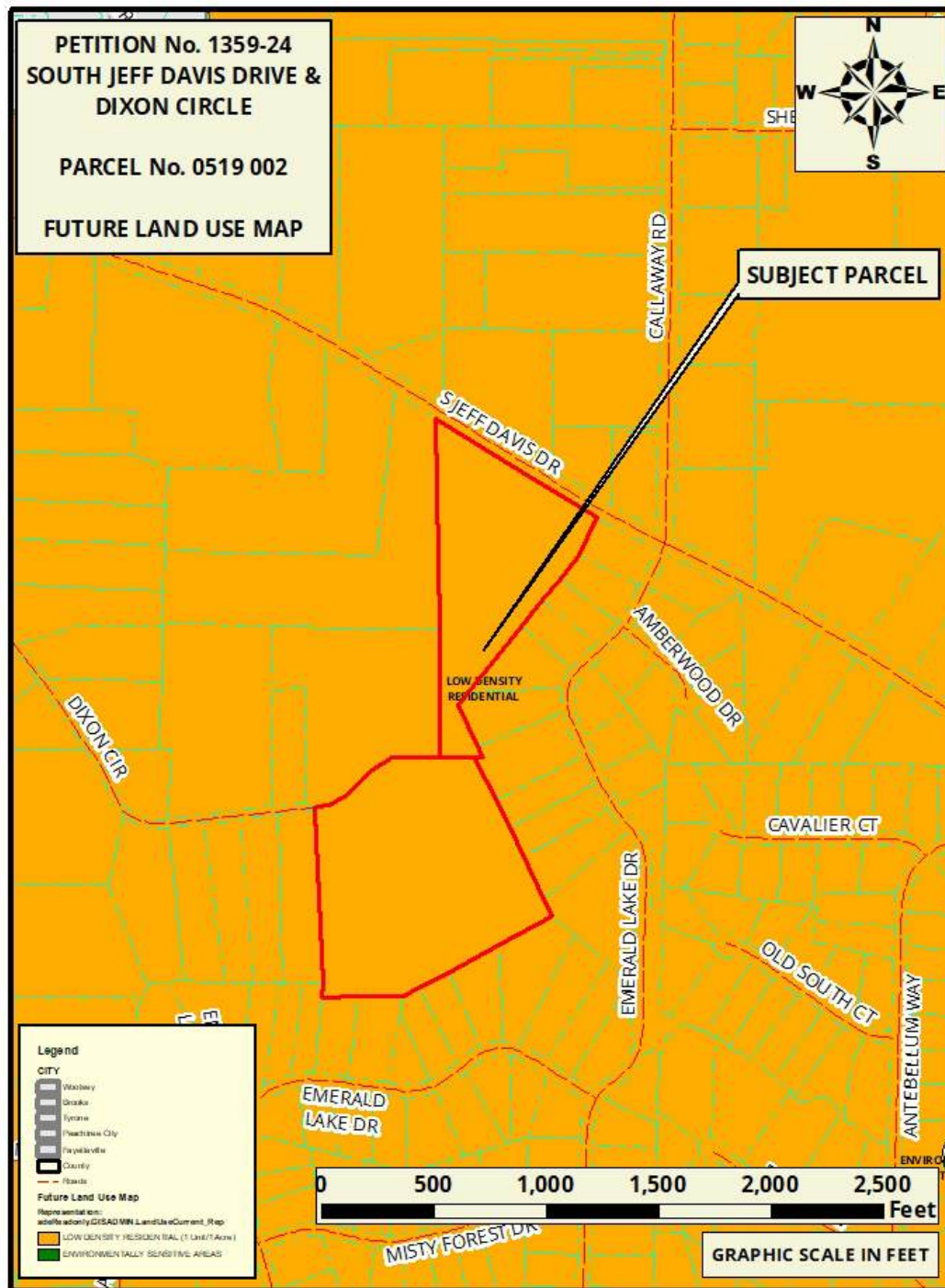
- (14) Home occupation;
 - (15) Horse show, rodeo, carnival, and/or community fair;
 - (16) Hospital;
 - (17) Kennel (see animal hospital, kennel, and/or veterinary clinic);
 - (18) Private school, including, but not limited to: classrooms, administration, playground, housing, athletic fields, gymnasium, and stadium;
 - (19) Processing, packaging, or handling of perishable agricultural products (i.e. fruits and vegetables) which are grown on premises;
 - (20) Recreation centers and similar institutions owned by nonprofit organizations as so registered with the state secretary of state office;
 - (21) Religious tent meeting; and
 - (22) Shooting range, outdoor.
- (d) *Dimensional requirements.* The minimum dimensional requirements in the A-R zoning district shall be as follows:
- (1) Lot area: 217,800 square feet (five acres).
 - (2) Lot width: 250 feet.
 - (3) Floor area: 1,200 square feet.
 - (4) Front yard setback:
 - a. Major thoroughfare:
 - 1. Arterial: 100 feet.
 - 2. Collector: 100 feet.
 - b. Minor thoroughfare: 75 feet.
 - (5) Rear yard setback: 75 feet.
 - (6) Side yard setback: 50 feet.
 - (7) Building height.
 - a. 35 feet as defined in article III of this chapter.
 - b. The limitation on height shall not apply to agricultural structures such as storage barns, silos, or other types of structure not normally designed for human occupation except that when an agricultural structure exceeds the maximum building height the minimum distance from property lines to any building shall be increased one foot for every two feet or part thereof of building height over 35 feet.
- (e) *Special regulations.* Prior to the issuance of development and/or building permits, a site plan, as applicable, shall be submitted to the zoning administrator and approved by the appropriate county officials. This requirement shall apply to all permitted uses and conditional uses allowed in the AR zoning district except single-family dwellings; residential

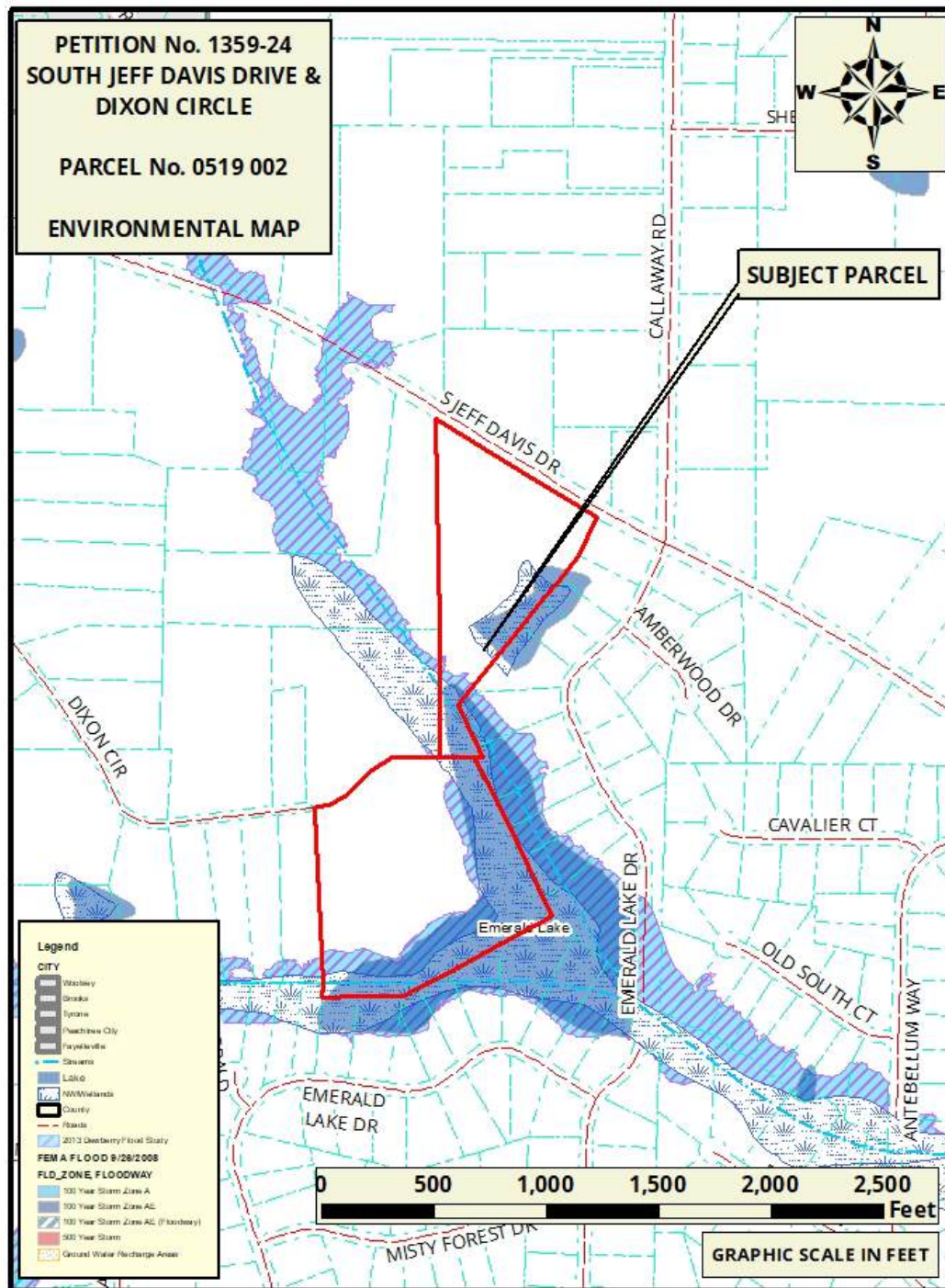
accessory structures; growing crops and the on-premises sale of produce at agricultural stands of 100 square feet or less of floor area; growing and seasonal sale of Christmas trees; plant nursery, landscape tree farm, or greenhouse operations existing prior to the effective date of June 26, 2003; and the raising and/or selling of livestock.

(Code 1992, § 20-6-1; Ord. of 7-28-2011; Ord. No. 2012-09, § 4, 5-24-2012; Ord. No. 2012-13, § 4, 12-13-2012; Ord. No. 2012-14, § 3, 12-13-2012; Ord. No. 2014-19, § 6,7, 12-11-2014; Ord. No. 2015-05, § 2, 3-26-2015; Ord. No. 2016-12, § 3, 7-28-2016; Ord. No. 2017-04, § 2, 3-23-2017; Ord. No. 2018-03, §§ 11, 12, 9-22-2018)

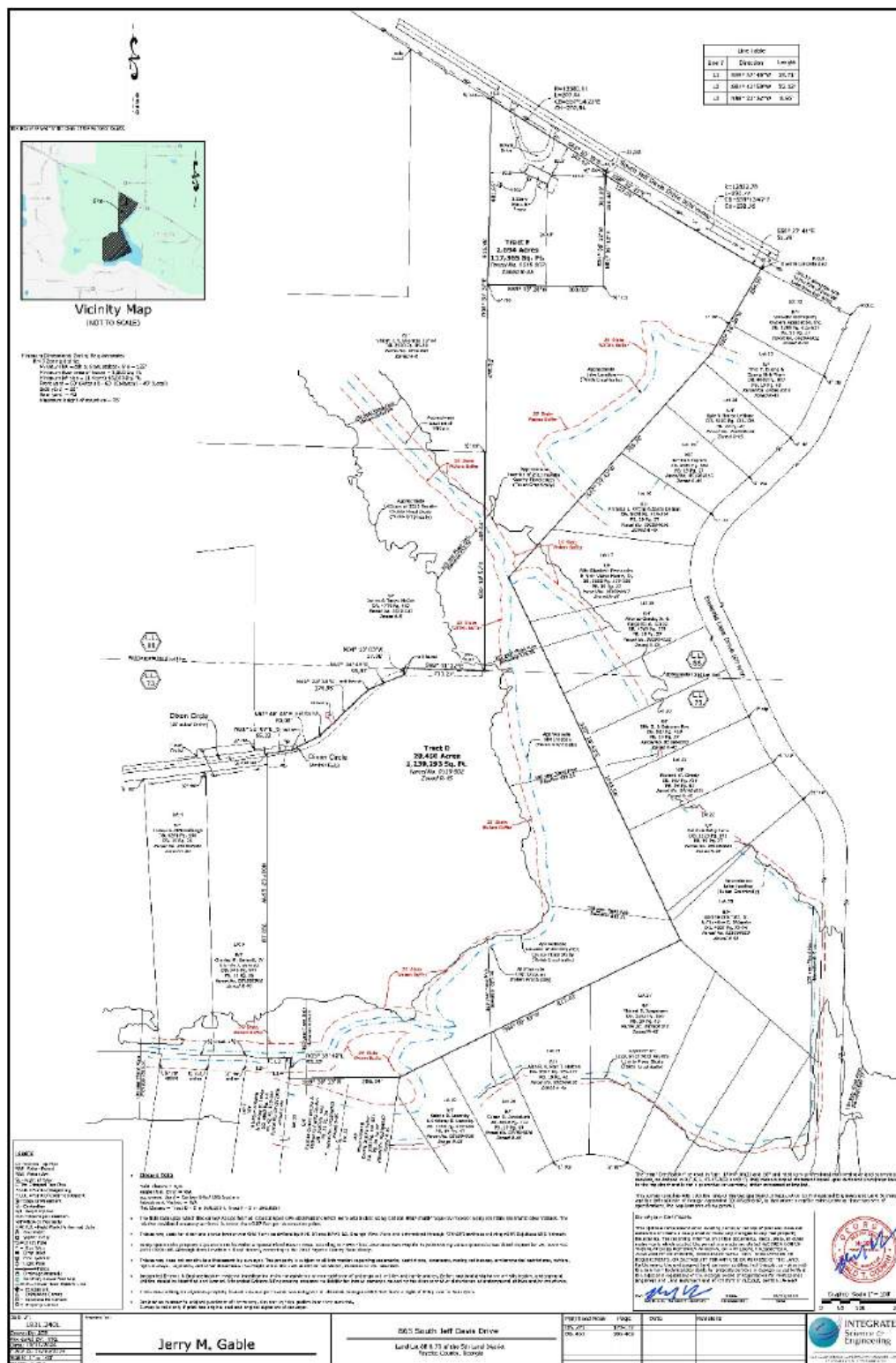




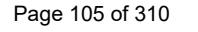




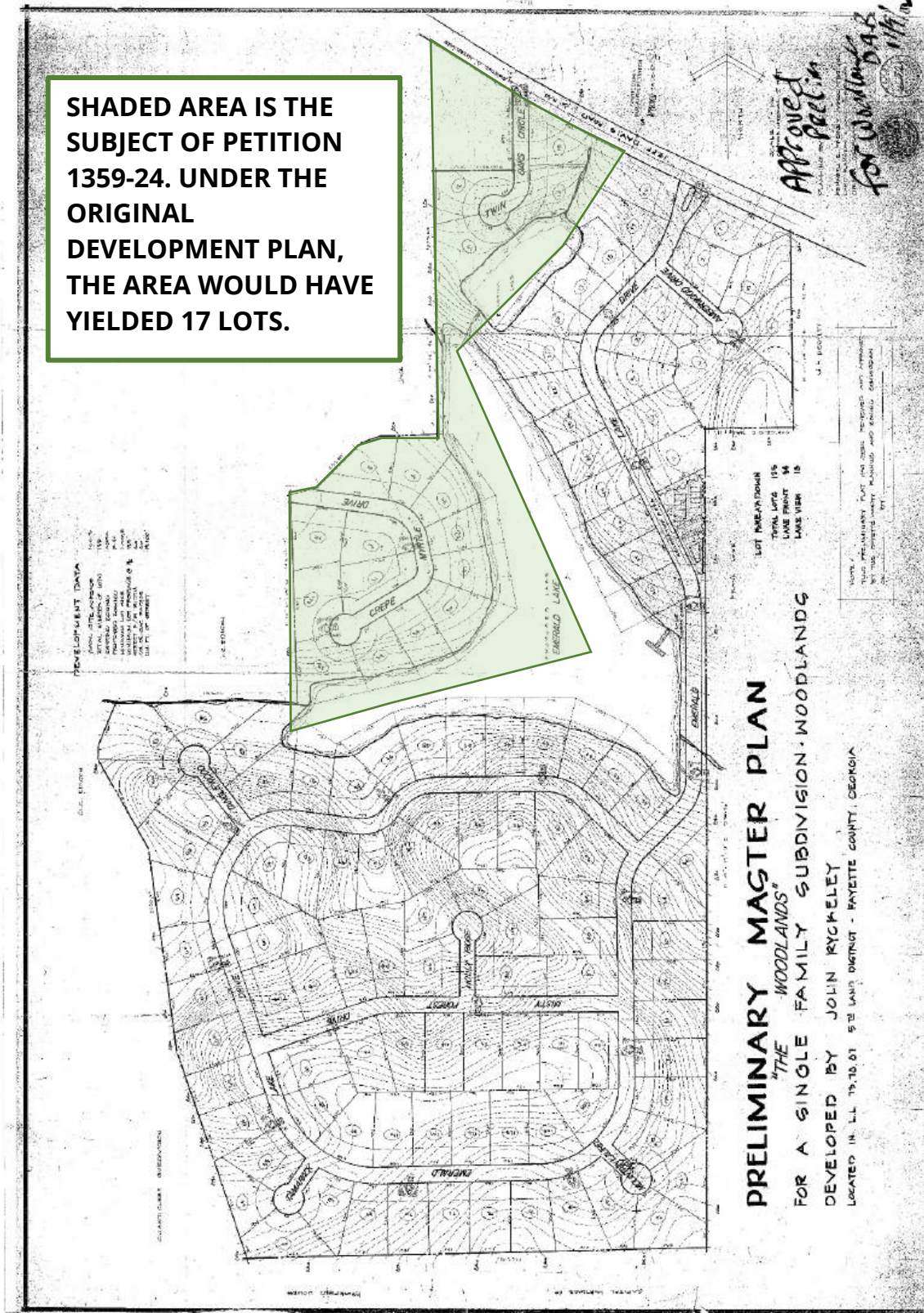




The property consists of 31.144 acres. The highest yield under A-R could be 6 lots. However, infrastructure construction and other lot layout constraints make this yield very unlikely.

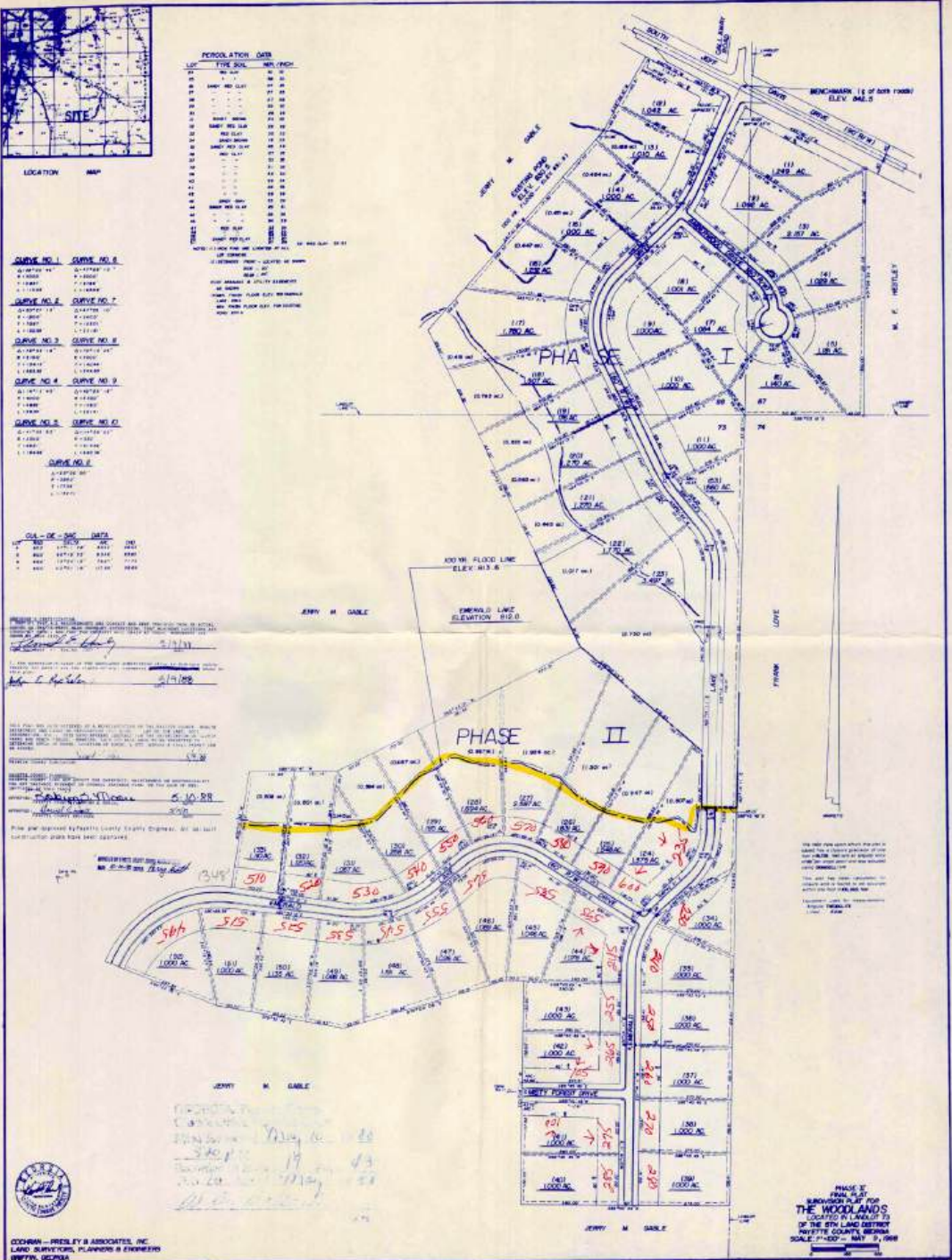


SHADED AREA IS THE
SUBJECT OF PETITION
1359-24. UNDER THE
ORIGINAL
DEVELOPMENT PLAN,
THE AREA WOULD HAVE
YIELDED 17 LOTS.



Recorded Final Plat for Phase 2 as an example of the subdivision characteristics.

The only buffer on these lakes is the STATE WATERS buffer of 25 feet.



DISCUSSION POINTS

- Lakes all have multiple ownership; Larger lake currently has approximately 19 owners.
- Weed control, fish stocking or other aesthetic and recreational measures are strictly voluntary.
- Fayette County assisted with the repair of the dam and road in 1997.
- Fayette County repaired the dam and road in 2018 because there is not a single owner. Safe Dams recognizes Fayette County as the owner of the dam since the public road is located on the dam.
- Any development in the county is required to adhere to state law regarding erosion and sediment control.
- There is a 25' State Waters buffer around the lakes. This buffer should be maintained as an undisturbed, naturally vegetated buffer by all property owners with lake frontage.
- The County does not impose or enforce HOA covenants.
- All new construction is required to meet National and State Building Codes.

2017 SPLOST: Fayette County Ga.

- CATEGORY: **CATEGORY I**
- EXPENDED TO DATE: **\$2,995,984.00**



BOARD MEMBERS

John H. Culbreth, Sr., Chairman
John Kruzan, Vice-Chairman
Danny England
Jim Oliver
Boris Thomas

STAFF

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

**AGENDA OF ACTIONS
FAYETTE COUNTY PLANNING COMMISSION MEETING
140 STONEWALL AVENUE WEST**

January 16, 2025

7:00 pm

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

NEW BUSINESS

1. Call to Order. *Chairman John H. Culbreth, Sr. called the January 16, 2025, meeting to order at 7:00 pm. Chairman John H. Culbreth, Sr. called to entertain motions to amend the agenda, the first suggested amendment is the election of officers for the 2025 Fayette County Planning Commission. Danny England made a motion to approve the amended agenda with the addition of items to elect new officers on the 2025 Fayette County Planning Commission. Boris Thomas seconded the motion. The motion passed 5-0.*
2. Approval of Agenda. *John Culbreth, Sr. made a motion to approve the amended agenda. Danny England seconded the motion. The motion carried 5-0.*
3. Election of the Chairman. *Jim Oliver made the motion to elect John Kruzan as the Chairman of the 2025 Fayette County Planning Commission. Danny England seconded the motion. The motion passed 5-0.*
4. Election of the Vice-Chairman. *Jim Oliver made the motion to elect Danny England as the Vice Chairman of the 2025 Fayette County Planning Commission. John Kruzan seconded the motion. The motion passed 5-0.*
5. Election of the Secretary. *Jim Oliver made the motion to elect Maria Binns as the Secretary of the 2025 Fayette County Planning Commission. Danny England seconded the motion. The motion passed 5-0.*
6. Pledge of Allegiance. *Elected Chairman John Kruzan offered the invocation and led the audience in the Pledge of Allegiance.*
7. Consideration of the Minutes of the meeting held on December 05, 2024. *John Culbreth made a motion to approve the minutes of the meeting held on December 05, 2024. Danny England seconded the motion. The motion carried 5-0.*

8. Plats

- a. Preliminary Plat of Beckton Woods (fronts on Ellison Road). ***Jim Oliver made a motion to approve the Preliminary Plat of Beckton Woods. John Culbreth seconded the motion. The motion passed 5-0.***
- b. Preliminary Plat of Blissful Meadows (fronts on Kenwood Road & Longview Road). ***Jim Oliver made a motion to approve the Preliminary Plat of Blissful Meadows. John Culbreth seconded the motion. The motion passed 5-0.***

PUBLIC HEARING

Consideration of Petition 1359-24, Applicant proposes to rezone 31.144 acres from R-45 Conditional to A-R Agricultural Residential for the purposes of developing a residential neighborhood of single-family detached homes. Property is located in Land Lots 73 & 88 of the 5th District and fronts S Jeff Davis Drive and Dixon Circle. ***Danny England made the motion to recommend CONDITIONAL APPROVAL of Petition 1359-24. Jim Oliver seconded the motion, John Culbreth opposed it. The motion carried 4-1.***

CONDITIONS:

- 1. ***The existing house on the parcel does not meet the building setback requirements for A-R and shall be demolished within 90 days of approval of the rezoning or prior to application for any future rezonings or minor final plats, whichever comes first.***
- 2. ***The owner/developer shall dedicate land to Fayette County as needed to provide a minimum 50-ft of right of way as measured from the existing centerline of South Jeff Davis Road for the full width of the parcel.***
- 3. ***No new parcels may be created unless and until a paved road, constructed to County Standards and with a 60' dedicated right-of-way, is constructed at the present end of Dixon Circle as shown on the survey provided with the application.***
- 9. Consideration of Revised Development Plan RDP-021-24 Brechin Park, request approval of a Revised Development Plan to allow the subdivision of Parcel 0604 011 into 2 parcels, within the Brechin Park Subdivision. Property is located in Land Lot 16 & 17 of the 6th District and fronts Brechin Drive. ***WITHDRAWN BY PETITIONER, Danny England made a motion to ACCEPT THE WITHDRAWAL BY PETITIONER of Petition RDP-021-24 Brechin Park, John Culbreth, Sr. seconded the motion. The motion carried 5-0.***

Danny England moved to Adjourned the January 16, 2025, Planning Commission meeting. John H. Culbreth seconded. The motion passed 5-0.

The meeting adjourned at 7:42 pm.

Meeting Minutes 1/16/2025

THE FAYETTE COUNTY PLANNING COMMISSION met on January 16th, 2024, at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

MEMBERS PRESENT: John Kruzan, Chairman
Danny England, Vice-Chairman
John H. Culbreth Sr
Jim Oliver
Boris Thomas

STAFF PRESENT: Debbie Bell, Planning and Zoning Director
Deborah Sims, Zoning Administrator
Maria Binns, Zoning Secretary
E. Allison Ivey Cox, County Attorney

NEW BUSINESS

1. Call to Order. *Chairman John H. Culbreth, Sr. called the January 16, 2025, meeting to order at 7:00 pm. Chairman John H. Culbreth, Sr. called to entertain motions to amend the agenda, the first suggested amendment is the election of officers for the 2025 Fayette County Planning Commission. Danny England made a motion to approve the amended agenda with the addition of items to elect new officers on the 2025 Fayette County Planning Commission. Boris Thomas seconded the motion. The motion passed 5-0.*
2. Approval of Agenda. *John Culbreth, Sr. made a motion to approve the amended agenda. Danny England seconded the motion. The motion carried 5-0.*
3. Election of the Chairman. *Jim Oliver made the motion to elect John Kruzan as the Chairman of the 2025 Fayette County Planning Commission. Danny England seconded the motion. The motion passed 5-0.*
4. Election of the Vice-Chairman. *Jim Oliver made the motion to elect Danny England as the Vice Chairman of the 2025 Fayette County Planning Commission. John Kruzan seconded the motion. The motion passed 5-0.*
5. Election of the Secretary. *Jim Oliver made the motion to elect Maria Binns as the Secretary of the 2025 Fayette County Planning Commission. Danny England seconded the motion. The motion passed 5-0.*
6. Pledge of Allegiance. *Elected Chairman John Kruzan offered the invocation and led the audience in the Pledge of Allegiance.*
7. Consideration of the Minutes of the meeting held on December 05, 2024. *John Culbreth made a motion to approve the minutes of the meeting held on December 05, 2024. Danny England*

seconded the motion. The motion carried 5-0.

8. Plats

- a. Preliminary Plat of Beckton Woods (fronts on Ellison Road).

Ms. Bell explained this plat was a rezoning that came before the planning commission several months ago, now parcels have been consolidated and they are presenting their preliminary plat, it's been reviewed and approved by staff to meet all requirements.

Chairman John Kruzan asked the board for questions.? No one responded. Then he asked for a motion.

Jim Oliver made a motion to approve the Preliminary Plat of Beckton Woods. John Culbreth seconded the motion. The motion passed 5-0.

- b. Preliminary Plat of Blissful Meadows (fronts on Kenwood Road & Longview Road).

Ms. Bell the presented plat location and stated has been reviewed and approved by staff.

Chairman John Kruzan asked the board for any questions.? Having no response, the chairman then asks for a motion.

Jim Oliver made a motion to approve the Preliminary Plat of Blissful Meadows. John Culbreth seconded the motion. The motion passed 5-0.

PUBLIC HEARING

9. Consideration of Petition 1359-24, Applicant proposes to rezone 31.144 acres from R-45 Conditional to A-R Agricultural Residential for the purposes of developing a residential neighborhood of single-family detached homes. Property is located in Land Lots 73 & 88 of the 5th District and fronts S Jeff Davis Drive and Dixon Circle.

Ms. Bell presented the staff assessment stating the lot is a legal lot of record and meets or exceeds all the requirements of the A-R zoning district. The Future Land Use Map designates this area as Low-Density Residential, which has a 1-acre minimum parcel size. A-R has a 5-acre minimum parcel size so it will be a less intensive zoning than R-45. Staff recommends conditional approval of the request to rezone from R-45 Conditional to A-R.

Ms. Bell read the accepted conditions by the applicant's agent she had previously discussed with as follows:

1. The existing house on the parcel does not meet the building setback requirements for A-R and shall be demolished within 90 days of approval of

the rezoning or prior to application for any future rezonings or minor final plats, whichever comes first.

2. The owner/developer shall dedicate land to Fayette County as needed to provide a minimum 50-ft of right of way as measured from the existing centerline of South Jeff Davis Road for the full width of the parcel.
3. No new parcels may be created unless and until a paved road, constructed to County Standards and with a 60' dedicated right-of-way, is constructed at the present end of Dixon Circle as shown on the survey provided with the application.

Ms. Bell stated the subject property was rezoned previously back in 1987 from A-R to R-45, where she explained there were some prior development conditions.

Ms. Bell added staff notes regarding the relationship of the prior conditions to the current rezoning request if it is zoned A-R, due to the shape of the property no more than 2 lots can be developed with frontage on South Jeff Davis. Regarding the frontage on Dixon Circle, the applicant is aware that all required road frontages must be satisfied before the parcel can be subdivided.

Mr. Jim Oliver asked staff under the present zoning (31.144 acres) of R-45 they could put in five acres lot if desired.

Ms. Bell responded if it remains as R-45 the conditions that applied for that original zoning, currently still applying and will have to be amended.

Mr. Oliver agreed to Ms. Bell response.

Mr. Ron Godwin asked the board if they had any questions.? He stated they are trying to rezone from R-45 to A-R. He did the boundary survey.

Mr. Jim Oliver asked Mr. Godwin was doing the work and if he understood the previous question he had asked staff.?

Mr. Godwin responded he did and honestly, the owners just want to change the zoning from one to another and will create fewer homes possible.

Mr. Oliver asked the agent if they had any issues demolishing the existing house within ninety days.?

Mr. Godwin responded none was expressed to me.

Mr. Boris Thomas asked Mr. Godwin if is it a motive to change the zoning.? Is there a lake ownership.?

Mr. Godwin responded the woodlands does not own the entire lake and this

property does not own the lake. If you look at the boundaries you will see it runs through the lake, each property owns a part of it.

Danny England made the motion to recommend **CONDITIONAL APPROVAL** of Petition 1359-24. Jim Oliver seconded the motion, John Culbreth opposed it. The motion carried 4-1.

CONDITIONS:

- 4. The existing house on the parcel does not meet the building setback requirements for A-R and shall be demolished within 90 days of approval of the rezoning or prior to application for any future rezonings or minor final plats, whichever comes first.***
- 5. The owner/developer shall dedicate land to Fayette County as needed to provide a minimum 50-ft of right of way as measured from the existing centerline of South Jeff Davis Road for the full width of the parcel.***
- 6. No new parcels may be created unless and until a paved road, constructed to County Standards and with a 60' dedicated right-of-way, is constructed at the present end of Dixon Circle as shown on the survey provided with the application.***

- 10. Consideration of Revised Development Plan RDP-021-24 Brechin Park, request approval of a Revised Development Plan to allow the subdivision of Parcel 0604 011 into 2 parcels, within the Brechin Park Subdivision. Property is located in Land Lot 16 & 17 of the 6th District and fronts Brechin Drive. **WITHDRAWN BY PETITIONER**, Danny England made a motion to **ACCEPT THE WITHDRAWAL BY PETITIONER** of Petition RDP-021-24 Brechin Park, John Culbreth, Sr. seconded the motion. The motion carried 5-0.***

ADJOURNMENT:

Danny England moved to adjourn the January 16, 2025, Planning Commission meeting. John Culbreth seconded. The motion passed 5-0.

The meeting adjourned at 7:42 p.m.

**PLANNING COMMISSION
OF**

ATTEST:

FAYETTE COUNTY

JOHN KRUZAN, CHAIRMAN

DEBORAH BELL
DIRECTOR, PLANNING & ZONING

DRAFT

1359-24

PETITION No.: _____ Fees Due: _____ Sign Deposit Due: _____

PROPERTY INFORMATION (please provide information for each parcel)

STAFF USE ONLY

Tract A = 19.647
Tract B = 11.74

Parcel # (Tax ID): 0519 002 Acreage: 31.421
 Land District(s): 5 Land Lot(s): 98, 73
 Road Name/Frontage L.F.: S Jeff Davis/Dixon Rd Road Classification: _____
 Existing Use: Vacant Land Proposed Use: Single Family Residential Home
 Structure(s): 1 Type: House Size in SF: 2826
 Existing Zoning: R-45 Conditional Proposed Zoning: A-R
 Existing Land Use: _____ Proposed Land Use: _____
 Water Availability: _____ Distance to Water Line: _____ Distance to Hydrant: _____

PETITION No.: _____ Fees Due: _____ Sign Deposit Due: _____

STAFF USE ONLY

PROPERTY INFORMATION (please provide information for each parcel)

Parcel # (Tax ID): _____ Acreage: _____
 Land District(s): _____ Land Lot(s): _____
 Road Name/Frontage L.F.: _____ Road Classification: _____
 Existing Use: _____ Proposed Use: _____
 Structure(s): _____ Type: _____ Size in SF: _____
 Existing Zoning: _____ Proposed Zoning: _____
 Existing Land Use: _____ Proposed Land Use: _____
 Water Availability: _____ Distance to Water Line: _____ Distance to Hydrant: _____

PETITION No.: _____ Fees Due: _____ Sign Deposit Due: _____

STAFF USE ONLY

PROPERTY INFORMATION (please provide information for each parcel)

Parcel # (Tax ID): _____ Acreage: _____
 Land District(s): _____ Land Lot(s): _____
 Road Name/Frontage L.F.: _____ Road Classification: _____
 Existing Use: _____ Proposed Use: _____
 Structure(s): _____ Type: _____ Size in SF: _____
 Existing Zoning: _____ Proposed Zoning: _____
 Existing Land Use: _____ Proposed Land Use: _____
 Water Availability: _____ Distance to Water Line: _____ Distance to Hydrant: _____

PROPERTY OWNER CONSENT AND AGENT AUTHORIZATION FORM
(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:

Jerry M. Gable

(Please Print)

Property Tax Identification Number(s) of Subject Property: 0519 002

(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) 73 of the 5th 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 Christine Flanigan 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.

(II)

Jerry M. Gable
 Signature of Property Owner 1
663 Clear creek Valley Dr, Ellijay, GA 30536
 Address

Theresa L. Rupert
 Signature of Notary Public
8-9-2024
 Date

 Signature of Property Owner 2

 Signature of Notary Public

 Address

 Date

 Signature of Property Owner 3

 Signature of Notary Public

 Address

 Date

 Signature of Authorized Agent

 Signature of Notary Public

 Address

 Date



PETITION No.: _____

OWNER'S AFFIDAVIT

(Please complete an affidavit for each parcel being rezoned)

NAME: Jerry M. Gable

ADDRESS: 663 Clear Creek Valley Dr., Ellijay, GA 30536

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

Jerry M. Gable affirms that he is the owner or the specifically authorized agent of the property described below. Said property is located in a(n) _____ Zoning District. He/She respectfully petitions the County to rezone the property from its present classification and tenders herewith the sum of \$ 450.00 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 day of October 3, 20 24 at 7:00 P.M.

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

SWORN TO AND SUBSCRIBED BEFORE ME THIS 9 DAY OF August, 20 24

Jerry M. Gable

SIGNATURE OF PROPERTY OWNER

SIGNATURE OF PROPERTY OWNER

Theresa L. Ruppert

NOTARY PUBLIC



PETITION No.: _____

OWNER'S AFFIDAVIT

(Please complete an affidavit for each parcel being rezoned)

NAME: Jerry M. GableADDRESS: 663 Clear Creek Valley Dr., Ellijay, GA 30536

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

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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 day of October 3, 20 24 at 7:00 P.M.

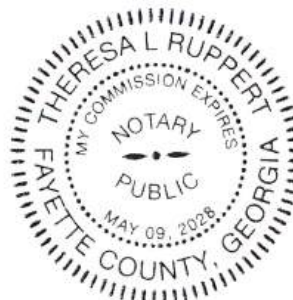
PUBLIC HEARING to be held by the Board of Commissioners of Fayette County on the day of October 24, 20 24 at 7:00 P.M.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 9 DAY OF August, 20 24

Jerry M. Gable
SIGNATURE OF PROPERTY OWNER

SIGNATURE OF PROPERTY OWNER

Theresa L. Rupert
NOTARY PUBLIC



DISCLOSURE STATEMENT

(Please check one)

Campaign contributions: ☒ No ☐ Yes (see attached disclosure report)

TITLE 36. LOCAL GOVERNMENT
 PROVISIONS APPLICABLE TO COUNTIES AND MUNICIPAL CORPORATIONS
 CHAPTER 67A. CONFLICT OF INTEREST IN ZONING ACTIONS

O.C.G.A. § 36-67A-3 (2011)

§ 36-67A-3. Disclosure of campaign contributions

(a) When any applicant for rezoning action has made, within two years immediately preceding the filing of that applicant's application for the rezoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(1) The name and official position of the local government official to whom the campaign contribution was made; and

(2) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the rezoning action is first filed.

(c) When any opponent of a rezoning action has made, within two years immediately preceding the filing of the rezoning action being opposed, campaign contributions aggregating \$250.00 or more to a local government official of the local government which will consider the application, it shall be the duty of the opponent to file a disclosure with the governing authority of the respective local government showing:

(1) The name and official position of the local government official to whom the campaign contribution was made; and

(2) The dollar amount and description of each campaign contribution made by the opponent to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(d) The disclosure required by subsection (c) of this Code section shall be filed at least five calendar days prior to the first hearing by the local government or any of its agencies on the rezoning application.

HISTORY: Code 1981, § 36-67A-3, enacted by Ga. L. 1986, p. 1269, § 1; Ga. L. 1991, p. 1365, § 1; Ga. L. 1993, p. 91, § 36.

WARRANTY DEED—FORM 36A

S & S Office Supply & Equipment • Jonesboro, Ga.

STANDARD WARRANTY DEED



STATE OF GEORGIA,

FAYETTE

County.

THIS INDENTURE, made this 9th day of February

in the year of our Lord One Thousand Nine Hundred and eighty-three

between EARL GABLE

of the State of Georgia and County of Coweta of the first part

and JERRY M. GABLE

of the State of Georgia and County of Cobb of the second part

WITNESSETH; That the said part y of the first part, for and in consideration of the sum of

Other valuable consideration and Ten (\$10.00)-----DOLLARS

in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged

has S granted, bargained, sold and conveyed and by these presents do es grant, bargain, sell and convey unto

the said part of the second part, himself, his heirs and assigns, all that tract or parcel of

TRACT NO. 1:

land lying and being in LL 87, 88 & 105 in the 5th Land District & 496 District, G.M. Fayette County, Georgia about 2 1/2 miles east from Fayetteville, Georgia, containing one hundred four and twenty three one hundredths (104.23) acres, more or less, according to plat thereof made by J. O. Lee, County Surveyor, in June, 1952; and recorded in Deed Book 35, at page 379, in office of Clerk Superior Court of Fayette County, Georgia which plat and the record thereof are by reference incorporated herein. Said land is bounded as follows: On north by lands of C. B. Callaway and H. A. Mayfield, on east by Public Road; H. S. Mayfield, W. W. Betsill & E. B. Welden Estate; on south by Dickson lands and tract no. 2 below; and on west by Dickson lands and Mrs. Jennie Farrer lands.

TRACT NO. 2

All that tract or parcel of land lying and being in the 5th District of Fayette County, Georgia about 2 1/2 miles east from Fayetteville, Georgia, the eastern part of LL 73 as shown on plat of same prepared by Lee Engineering Company dated June 29, 1959, and recorded in Plat Book 1, page 121, Fayette County records, which plat and the record thereof are by reference incorporated herein; which land is more particularly described as follows: BEGINNING at the northeast corner of LL 73, running west along the north boundary of said lot a distance of 1565 feet to a corner; thence south 30 minutes east 1016 feet to a corner in a stream; thence westerly along the stream 730 feet to a road, formerly public; thence southerly along the center of the roadway 2230 feet to the south boundary of Land Lot 73; thence east 1756 feet to the southeast corner of said Land Lot; thence north along the east boundary of the lot 2950 feet to the point of beginning; containing one hundred twenty-two (122) acres, more or less according to the Lee Engineering Company Survey.

EXCLUDED FROM the herein described property are conveyance made by the Grantor, Earl Gable as follows:

1. Warranty to Jack L. Dickson dated March 1, 1978 and recorded in Deed Book 176, page 158, Fayette County Records.
2. Warranty Deed to Evelyn N. Pruitt dated March 31, 1978, recorded in Deed Book 177, page 560, Fayette County Records.
3. Warranty Deed to Phillip and Jane Anderson dated November 18, 1977, recorded in Deed Book 172, page 407, Fayette County Records.
4. Warranty Deed to Doug Cole dated October 7, 1977, recorded in Deed Book 169, page 760, Fayette County Records.
5. Warranty Deed to Charles C. Kilpatrick, Jr., recorded in Deed Book 169, page 762, Fayette County Records.
6. Warranty Deed to A. C. and Flora M. Garrison dated October 3, 1977, recorded in Deed Book 169, page 766, Fayette County Records.
7. Warranty Deed to C. W. Ferguson and Edgar C. Wendling, dated October 7, 1977, recorded in Deed Book 169, page 769, Fayette County Records.
8. Warranty Deed to Jerry Dickson, dated 10-27-77, recorded (Cont. back)

BOOK 211 PAGE 177

(#8 Continued from front)

in Deed Book 171, page 166, Fayette County Records.

BOOK 271 PAGE 178

Page 23 of 310

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and Jerry M. Gable

behalf of the said part Y of the second part, his heirs and assigns, forever, IN FEE SIMPLE.

And the said part V of the first part, for himself, his heirs, executors and administrators will warrant and forever defend the right and title to the above described property unto the said part Y of the second part, his heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The said part Y of the first part has hereunto set his hand and affixed his seal, the day and year above written.

Signed, sealed and delivered in the presence of

Thomas J. Jones
W. A. Ballard
Notary Public, Georgia, State at Large
My Commission Expires Feb. 20, 1983

Earl Gable
Earl Gable

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

Fayette County, Georgia

Notary Public, Georgia, State at Large

Filed 61.60 on 2-10-83

Clerk of Superior Court

FILED 2-10- 1983

RECORDED 2-11- 1983

W. A. Ballard
CLERK SUPERIOR COURT

4:00 PM

WARRANTY DEED

FROM

TO

Georgia, Fayette County

Clerk's Office, Superior Court.

Filed for Record at 4:00 o'clock P. M.

Feb 10, 1983

Recorded in Book 271, Folio 177

Feb 11, 1983

W. A. Ballard, Clerk

Form 10-8



GEORGIA STATE OFFICE
TITLE BUILDING
ATLANTA, GEORGIA 30333

Lawyers Title Insurance Corporation

ATLANTA BRANCH OFFICE

WARRANTY DEED

STATE OF GEORGIA COUNTY OF

THIS INDENTURE, Made the _____ day of June, in the year
one thousand nine hundred eighty-seven, between

JERRY M. GABLE

of the County of _____, and State of Georgia, as party or parties of the
first part, hereinafter called Grantor, and

JOHN E. RYCKELEY

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and
"Grantee" to include their respective heirs, successors and assigns where the context requires or
permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100
(\$10.00) DOLLARS

in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby
acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents
does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

ALL THAT TRACT or parcel of land lying and being in Land Lots 73,
87, and 88 of the 5th District of Fayette County, Georgia, being
shown as Tract "A" on the property survey for Jerry M. Gable,
dated June 8, 1987, prepared by Kenneth Edward Presley, RLS, and
being more particularly described in Exhibit "A" attached hereto
and made a part hereof.

Affidavit BK. 1238-751
att. 1243-298

Fayette County, Georgia
Real Estate Transfer Tax
Paid 456.20 Date _____

W. A. Ballard
Clerk of Superior Court

GEORGIA, Fayette County
Clerk's Office Superior Court

Filed for record June 22 1987

10:00 A. M.

Recorded in Book 453 Page 385

This 22 day of June 19 87

W. A. Ballard

Clerk

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights,
members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the
only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above
described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above
written.

Sealed and delivered in presence of: 1987.

Notary Public
Unofficial Witness

Notary Public
Notary Public, Georgia, State at Large
My Commission Expires April 24, 1990

Jerry M. Gable (Seal)

(Seal)

BOOK 453 PAGE 385

Book: 453 Page: 385 Seq: 1

FILED & RECORDED
FAYETTE COUNTY, GA.

'01 MAY 8 PM 12 26

SHEILA STUDDARD, CLERK

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF FAYETTE

B. D. Murphy, III, P.C.
370 West Stonewall Ave
Fayetteville, GA 30214
(770) 461-4226

This Indenture made this 26th day of April, in the year 2001, between JERRY M. GABLE, of the County of FAYETTE, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and CHARLES D. DEWBERRY as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

FOR A FULL AND COMPLETE LEGAL DESCRIPTION OF THE PROPERTY HEREIN CONVEYED, SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

This Deed is given subject to all easements and restrictions of record, if any.

FAYETTE COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX
PAID 350.00
DATE 5-8-01
CLERK OF SUPERIOR COURT

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

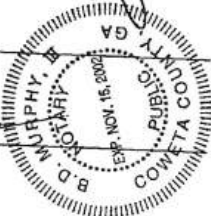
Witness 


JERRY M. GABLE (Seal)

BOOK 1629 PAGE 729 (Seal)

(Seal)

Notary Public



From: [Chris Flanigan](#)
To: [Deborah L Bell](#); [Deborah Sims](#)
Subject: Rezoning of S. Jeff Davis Parcel for Jerry Gable
Date: Wednesday, November 27, 2024 4:03:57 PM

External Email Be cautious of sender, content, and links

Good afternoon Ladies.

This is a formal request of the council for the January Board meeting to review the rezoning of Mr. Gables Land. Currently it is zoned R-45 Conditional. Mr. Gable would like it to be rezoned AR.

Thank you for your assistance.

Chris Flanigan

Representative for Mr. Jerry Gable

Chris Flanigan, Realtor®

Results that move you!

Your Trusted Ramsey Professional

ABR, ePro, SRES, ASR, SFR, CMRS, QSC, RENE, GRI, CRS

Senior Success Circle

2010-2023 Circle of Achievement Recipient

2019 Phoenix Award Recipient

Chris.Flanigan@HarryNorman.com

Harry Norman, REALTORS® Peachtree City Office

665 Hwy 74 S | Peachtree City, GA 30269

HarryNorman.com

C: 404-307-1654 |

O: 770-632-8526 | F: 770-486-8860

Search for your next home at: ChrisFlanigan.HarryNorman.com

Check out My Mobile App at: <http://app.harrynorman.com/chrisflanigan>

BEWARE OF WIRE FRAUD!

WARNING: *Wire fraud, email hacking and phishing attacks are on the rise!* Email is neither secure nor confidential. If you receive an email from anyone concerning any transaction involving Harry Norman, REALTORS® requesting you to wire funds anywhere or asking you to provide nonpublic personal information (such as credit or debit card numbers, or bank account or bank routing numbers) by unsecured return email, **NEVER** respond to the message even if it appears to be sent by our company. Instead, immediately call your real estate agent and report the suspicious activity by clicking [Here](#) or calling 404-504-7333. **ALWAYS** confirm wire transfer instructions by phone to a known number before sending any funds.

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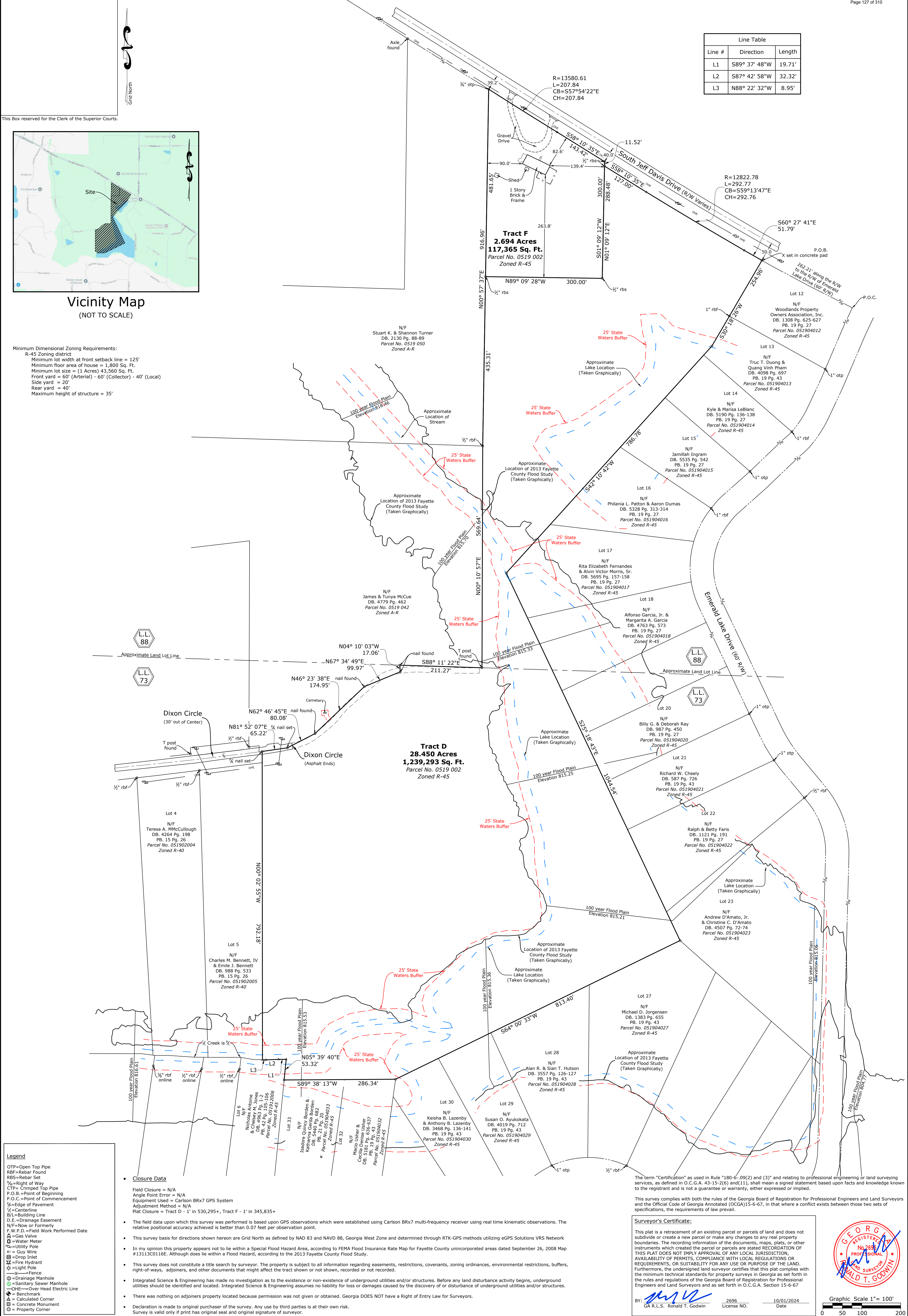
CONFIDENTIALITY NOTICE This message (including any attachments) contains information that may be confidential. Unless you are the intended recipient (or an authorized recipient), you may not read, print, retain, use, copy, distribute or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply e-mail, and destroy all copies of the

This Box reserved for the Clerk of the Superior Courts.



Vicinity Map
(NOT TO SCALE)

Minimum Dimensional Zoning Requirements:
R-45 Zoning district
Minimum lot width at front setback line = 125'
Minimum floor area of house = 1,800 Sq. Ft.
Minimum lot size = (1 Acres) 43,560 Sq. Ft.
Front yard = 60' (Arterial) - 60' (Collector) - 40' (Local)
Side yard = 20'
Rear yard = 40'
Maximum height of structure = 35'



Legend

OTP=Open Top Pipe
RBF=Rebar Found
RBS=Rebar Set
1/4"=Right of Way
CTP= Crimped Top Pipe
P.O.B.=Point of Beginning
P.O.C.=Point of Commencement
1/2"=Edge of Pavement
1/4"=Centerline
B/L=Building Line
D.E.=Drainage Easement
N/F=Now or Formerly
F.W.P.D.=Field Work Performed Date
G=Gas Valve
W=Water Meter
U=Utility Pole
G=Guy Wire
D=Drop Inlet
F=Fire Hydrant
L=Light Pole
F=Fence
D=Drainage Manhole
S=Sanitary Sewer Manhole
OHE=Over Head Electric Line
B=Benchmark
C=Calculated Corner
C=Concrete Monument
P=Property Corner

Closure Data

Field Closure = N/A
Angle Point Error = N/A
Equipment Used = Carlson BRx7 GPS System
Adjustment Method = N/A
Plat Closure = Tract D - 1' in 530,295+, Tract F - 1' in 345,835+

- The field data upon which this survey was performed is based upon GPS observations which were established using Carlson BRx7 multi-frequency receiver using real time kinematic observations. The relative positional accuracy achieved is better than 0.07 feet per observation point.
- This survey basis for directions shown hereon are Grid North as defined by NAD 83 and NAVD 88, Georgia West Zone and determined through RTK-GPS methods utilizing eGPS Solutions VRS Network
- In my opinion this property appears not to lie within a Special Flood Hazard Area, according to FEMA Flood Insurance Rate Map for Fayette County unincorporated areas dated September 26, 2008 Map #13113C0116E. Although does lie within a Flood Hazard, according to the 2013 Fayette County Flood Study.
- This survey does not constitute a title search by surveyor. The property is subject to all information regarding easements, restrictions, covenants, zoning ordinances, environmental restrictions, buffers, right-of-ways, adjoiners, and other documents that might affect the tract shown or not shown, recorded or not recorded.
- Integrated Science & Engineering has made no investigation as to the existence or non-existence of underground utilities and/or structures. Before any land disturbance activity begins, underground utilities should be identified and located. Integrated Science & Engineering assumes no liability for loss or damages caused by the discovery of or disturbance of underground utilities and/or structures.
- There was nothing on adjoining property located because permission was not given or obtained. Georgia DOES NOT have a Right of Entry Law for Surveyors.
- Declaration is made to original purchaser of the survey. Any use by third parties is at their own risk. Survey is valid only if print has original seal and original signature of surveyor.

The term "Certification" as used in Rule "180-6-.09(2) and (3)" and relating to professional engineering or land surveying services, as defined in O.C.G.A. 43-15-2(6) and (11), shall mean a signed statement based upon facts and knowledge known to the registrant and is not a guarantee or warranty, either expressed or implied.

This survey complies with both the rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and the Official Code of Georgia Annotated (OCGA) 15-6-67, in that where a conflict exists between those two sets of specifications, the requirements of law prevail.

Surveyor's Certificate:

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67

BY: GA R.L.S. Ronald T. Godwin License No. 2696 Date 10/01/2024

Graphic Scale 1"= 100'

0 50 100 200

Legal Description Tract D

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 73 & 88, 5th District, Fayette County, Georgia, and being Parcel No. 0519 002, Tract D containing 28.450 acres more or less, as per plat of survey prepared by Ronald T. Godwin, Registered Land Surveyor, dated 10/01/2024 and being more particularly described as follows:

Beginning at a X scribed in concrete pad, on the right-of-way of South Jeff Davis Drive, 262.21 feet from the intersection of the Western right-of-way of Emerald Lake Drive (60' R/W) with the Southern right-of-way of South Jeff Davis Drive (R/W Varies) and being the **TRUE POINT OF BEGINNING**;

Thence leaving said right-of-way, South 30° 18' 26" West for a distance of 254.96 feet to a point; Thence South 42° 10' 42" West for a distance of 786.78 feet to a point; Thence South 25° 18' 43" East for a distance of 1044.54 feet to a point; Thence South 64° 00' 33" West for a distance of 813.40 feet to a point; Thence South 89° 38' 13" West for a distance of 286.34 feet to a point; Thence North 05° 39' 40" East for a distance of 53.32 feet to a point in the center of a creek; Thence continuing along the center of said creek, South 89° 37' 48" West for a distance of 19.71 feet to a point; Thence South 87° 42' 58" for a distance of 32.32 feet to a point; Thence North 88° 22' 32" West for a distance of 8.95 feet to a point; Thence leaving the center of said creek, North 00° 02' 55" West for a distance of 792.18 feet to a $\frac{P}{K}$ nail set, in the centerline of an abandoned road known as old Dixon Circle; Thence continuing along the centerline of said road North 81° 52' 07" East for a distance of 65.22 feet to a $\frac{P}{K}$ nail set; Thence continuing along the centerline of said road North 62° 46' 45" East for a distance 80.08 feet to a nail found; Thence continuing along the centerline of said road North 46° 23' 38" East for a distance 174.95 feet to a nail found; Thence continuing along the centerline of said road North 67° 34' 49" East for a distance 99.97 feet to a nail found; Thence leaving said centerline, North 04° 10' 03" East for a distance 17.06 feet to a nail found on southern line of Land Lot 88; Thence continuing along said Land Lot Line, South 88° 11' 22" East for a distance of 211.27 feet to a t-post found; Thence leaving said Land Lot Line, North 00° 10' 57" East for a distance of 569.64 feet to a $\frac{1}{2}$ " re-bar found; Thence North 00° 57' 37" East for a distance of 435.31 feet to a $\frac{1}{2}$ " re-bar set; Thence North 89° 09' 28" West for a distance of 300.00 feet to a $\frac{1}{2}$ " re-bar set; Thence North 01° 09' 12" East for a distance of 288.48 feet to a $\frac{1}{2}$ " re-bar set on the right-of-way of South Jeff Davis Drive; Thence continuing along the right-of-way of said road, South 58° 10' 35" East for a distance of 127.00 feet to a point; Thence continuing along a curve of said right-of-way 292.77 feet, curving to the left, said curve having a radius of 12,822.78 feet, and a chord bearing South 59° 13' 47" East for a distance of 292.76 feet to a point; Thence continuing along the right-of-way of said road, South 60° 27' 41" East for a distance of 51.79 feet to a $\frac{1}{2}$ " re-bar set and being the **TRUE POINT OF BEGINNING**.

Legal Description Tract F

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 88, 5th District, Fayette County, Georgia, and being Parcel No. 0519 002, Tract D containing 2.694 acres more or less, as per plat of survey prepared by Ronald T. Godwin, Registered Land Surveyor, dated 10/01/2024 and being more particularly described as follows:

Beginning at a $\frac{1}{2}$ " re-bar set on the right-of-way of South Jeff Davis Drive, 745.29 feet from the intersection of the Western right-of-way of Emerald Lake Drive (60' R/W) with the Southern right-of-way of South Jeff Davis Drive (R/W Varies) and being the **TRUE POINT OF BEGINNING**;

Thence leaving said right-of-way, South $01^{\circ} 09' 12''$ West for a distance of 300.00 feet to a $\frac{1}{2}$ " re-bar set; Thence North $89^{\circ} 09' 28''$ West for a distance of 300.00 feet to a $\frac{1}{2}$ " re-bar set; Thence North $00^{\circ} 57' 37''$ East for a distance of 481.65 feet to a $\frac{3}{4}$ " open top pipe found on the right-of-way of South Jeff Davis Drive; Thence continuing along a curve of said right-of-way 207.84 feet, curving to the left, said curve having a radius of 13,580.61 feet, and a chord bearing South $57^{\circ} 54' 22''$ East for a distance of 207.84 feet to a point; Thence continuing along the right-of-way of said road, South $58^{\circ} 10' 35''$ East for a distance of 143.42 feet to a $\frac{1}{2}$ " re-bar set and being the **TRUE POINT OF BEGINNING**.

Continued from page B5

PETITION FOR REZONING
CERTAIN PROPERTIES IN
UNINCORPORATED AREAS OF
FAYETTE COUNTY, GEORGIA
PUBLIC HEARING to be held
before the Fayette County Board
of Commissioners on Thursday,
February 27, 2025, at 5:00 P.M., in
the Fayette County Administrative
Complex, 140 Stonewall Avenue
West, Public Meeting Room, First
Floor, Fayetteville, Georgia.
Petition No.: 1359-24
Parcel No: 0519 002
Applicant Jerry M. Gable
Agent(s): Christine Flanigan
Existing Zoning District: R-45
Conditional
Proposed Zoning District: A-R
Area of Property: 31.144 acres
Land Lot(s)/District: Land Lot 88
& 73 of the 5th District
Fronts on: Dixon Circle and S. Jeff
Davis Drive
A copy of the above is available
in the office of the Fayette County
Planning and Zoning Department,
140 Stonewall Avenue West, Suite
202, Fayetteville, Georgia.
Legal Description
Tract D

ALL THAT TRACT OR PARCEL
OF LAND lying and being in Land
Lots 73 & 88, 5th District, Fayette
County, Georgia, and being Parcel
No. 0519 002, Tract D containing
28.450 acres more or less, as per
plat of survey prepared by Ronald
T. Godwin, Registered Land Sur-
veyor, dated 10/01/2024 and be-
ing more particularly described as
follows: Beginning at a X scribed in
concrete pad, on the right-of-way
of South Jeff Davis Drive, 262.21
feet from the intersection of the
Western right-of-way of Emerald
Lake Drive (60' R/W) with the
Southern right-of-way of South Jeff
Davis Drive (R/W Varies) and be-
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of-way, South 30° 18' 26" West for
a distance of 254.96 feet to a point;
Thence South 42° 10' 42" West for
a distance of 786.78 feet to a point;
Thence South 25° 18' 43" East for
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Thence South 64° 00' 33" West for
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Thence South 89° 38' 13" West for
a distance of 286.34 feet to a point;
Thence North 05° 39' 40" East for
a distance of 53.32 feet to a point
in the center of a creek; Thence
continuing along the center of said
creek, South 89° 37' 48" West for
a distance of 19.71 feet to a point;
Thence South 87° 42' 58" for a
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the centerline of said road North
81° 52' 07" East for a distance of
65.22 feet to a P/K nail set; Thence

continuing along the centerline of
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for a distance 80.08 feet to a nail
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the centerline of said road North
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continuing along the centerline of
said road North 67° 34' 49" East
for a distance 99.97 feet to a nail
found; Thence leaving said center-
line, North 04° 10' 03" East for a
distance 17.06 feet to a nail found
on southern line of Land Lot 88;
Thence continuing along said Land
Lot Line, South 88° 11' 22" East for
a distance of 211.27 feet to a t-post
found; Thence leaving said Land
Lot Line, North 00° 10' 57" East for
a distance of 569.64 feet to a 1/2"
re-bar found; Thence North 00°
57' 37" East for a distance of 435.31
feet to a 1/2" re-bar set; Thence
North 89° 09' 28" West for a dis-
tance of 300.00 feet to a 1/2" re-
bar set; Thence North 01° 09' 12"
East for a distance of 288.48 feet
to a 1/2" re-bar set on the right-
of-way of South Jeff Davis Drive;
Thence continuing along the right-
of-way of said road, South 58° 10'
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feet to a point; Thence continuing
along a curve of said right-of-way
292.77 feet, curving to the left, said
curve having a radius of 12,822.78
feet, and a chord bearing South 59°
13' 47" East for a distance of 292.76
feet to a point; Thence continuing
along the right-of-way of said road,
South 60° 27' 41" East for a dis-
tance of 51.79 feet to a 1/2" re-bar
set and being the TRUE POINT OF
BEGINNING.

Tract F

ALL THAT TRACT OR PAR-
CEL OF LAND lying and being in
Land Lots 88, 5th District, Fayette
County, Georgia, and being Parcel
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plat of survey prepared by Ronald
T. Godwin, Registered Land Sur-
veyor, dated 10/01/2024 and being
more particularly described as fol-
lows: Beginning at a 12" re-bar set
on the right-of-way of South Jeff
Davis Drive, 745.29 feet from the
intersection of the Western right-
of-way of Emerald Lake Drive (60'
R/W) with the Southern right-
of-way of South Jeff Davis Drive
(R/W Varies) and being the TRUE
POINT OF BEGINNING; Thence
leaving said right-of-way, South
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300.00 feet to a 12" re-bar set;
Thence North 89° 09' 28" West for
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re-bar set; Thence North 00° 57'
37" East for a distance of 481.65
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feet, curving to the left, said curve
having a radius of 13,580.61 feet,
and a chord bearing South 57° 54'
22" East for a distance of 207.84
feet to a point; Thence continuing
along the right-of-way of said road,
South 58° 10' 35" East for a dis-
tance of 143.42 feet to a 12" re-bar
set and being the TRUE POINT OF
BEGINNING.

COUNTY AGENDA REQUEST

Page 131 of 310

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of Petition No. RDP-021-24, Michael P. Pompeo, owner; requests to Revise the Development Plan for Brechin Park subdivision, to allow the subdivision of the 17-acre estate lot; property zoned PUD-PRD and fronts on Brechin Drive.

Background/History/Details:

As staff worked on the report for this request, we identified problems with the request. We reviewed the request with legal counsel, who advised that the PUD-zoned development cannot be revised in the same manner that a traditionally zoned development can. The PUD zoning carries with it a specific approval of a unique development plan that is presented at the time of its original request. Therefore, staff is recommending WITHDRAWAL of the petition, and the applicant has submitted a written request to WITHDRAW the petition. Since this was already advertised, we must present it at the public hearing.

On January 16, 2025, the Planning Commission voted 5-0 to recommend approval of the request to WITHDRAW the petition.

What action are you seeking from the Board of Commissioners?

Staff requests the Board approve withdrawal of Petition No. RDP-021-24.

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:

RDP-021-24

REQUESTED ACTION: Revise the Development Plan for Brechin Park Subdivision

PARCEL NUMBER: 0604 011

ZONING: PUD-PRD

EXISTING USE: Single-Family Residential

PROPOSED USE: Single-Family Residential

LOCATION: 195 Brechin Drive

LOT SIZE: 95.27 Acres

DISTRICT/LAND LOT(S): 6th District, Land Lots 16, 17

OWNER(S): Michael P. Pompeo & Karen L. Pompeo

AGENTS: N/A

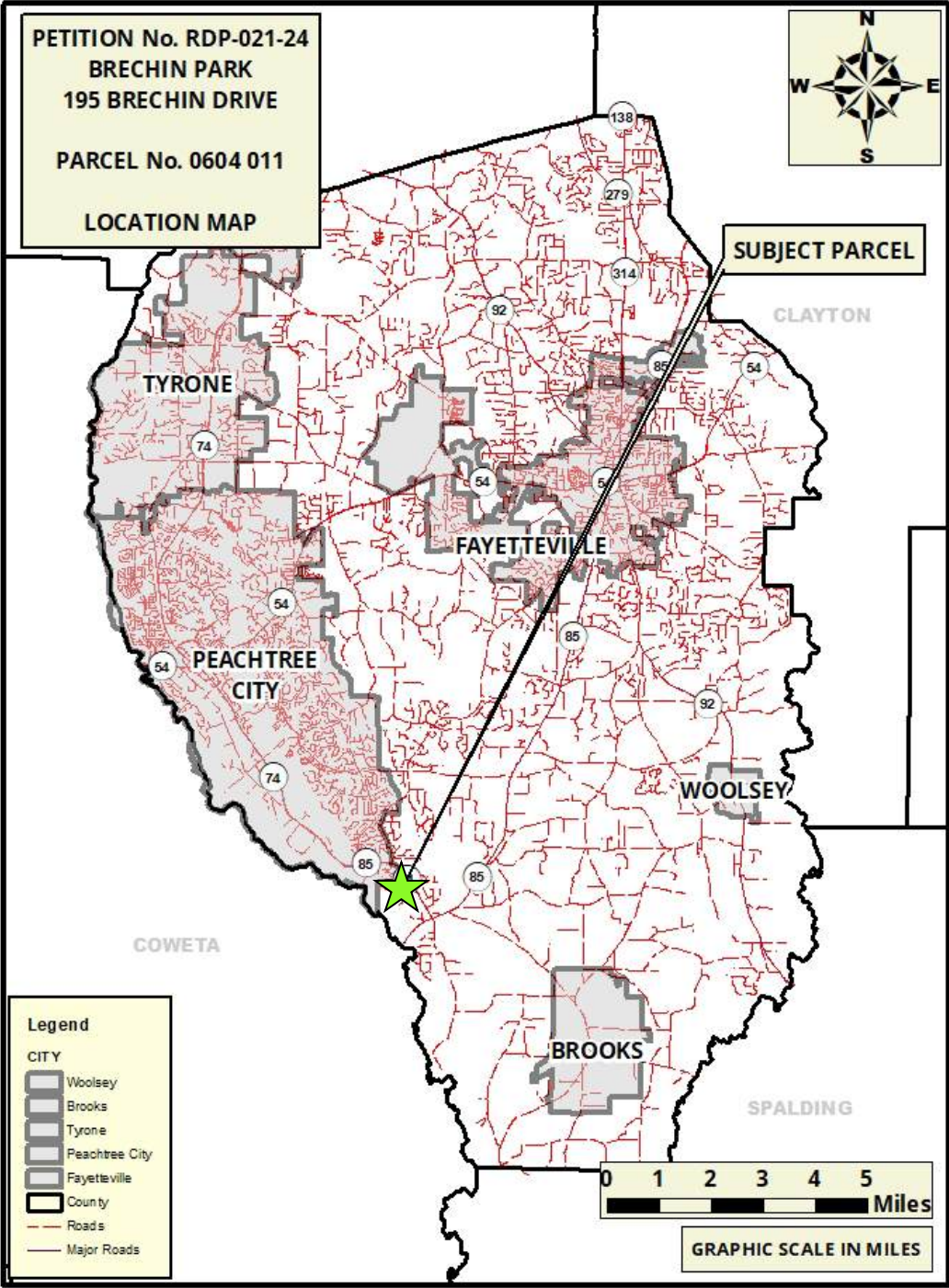
PLANNING COMMISSION PUBLIC HEARING: January 16, 2025, at 7:00 PM

BOARD OF COMMISSIONERS PUBLIC HEARING: February 27, 2025 at 5:00 PM

REQUEST

The applicant submitted a written request to withdraw the petition for the Revised Development Plan.

On January 16, 2025, the Planning Commission approved the request to withdraw the petition, with a vote of 5-0.



Wednesday, December 18, 2024

**PETITION FOR REVISION
TO DEVELOPMENT PLAN OF
BRECHIN PARK SUBDIVISION
IN UNINCORPORATED AREA'S
OF FAYETTE COUNTY, GEOR-
GIA**

PUBLIC HEARING to be held be-
fore the Fayette County Planning
Commission on Thursday, January

16, 2025, at 7:00 P.M., and before
the Fayette County Board of Com-
missioners on Thursday, February
27, 2025, at 5:00 P.M., in the Fay-
ette County Administrative Com-
plex, 140 Stonewall Avenue West,
Public Meeting Room, First Floor,
Fayetteville, Georgia.

Petition No.: RDP-021-24

Owner/Agent: Michael P. Pompeo
and Karen L. Pompeo
Zoning District: PUD-PRL. Condi-
tional

Parcel Number: 0604 011

Area of Property: 95.27 acres

Land Lot(s)/District: Land Lot 16
& 17 of the 6th District

Fronts on: Brechin Drive

Proposed: Request approval of a
Revised Development Plan to allow
the subdivision of Parcel 0604 011
into 2 parcels, within the Brechin
Park Subdivision.

PROPERTY DESCRIPTION

Exhibit "A"

All that tract or parcel of land lying
and being in Land Lots 16 and 17 of
the 6th District of Fayette County,
Georgia, being more particular-
ly described as follows: **TO THE
POINT OF BEGINNING**, start at
the common corner of Land Lots
7, 8, 16 and 17, thence South 00
degrees 22 minutes 06 seconds
West 584.74 feet to a point; thence
North 89 degrees 45 minutes 18
seconds West 1,196.30 feet to
an iron pin set, being the **TRUE
POINT OF BEGINNING**; **FROM
THE TRUE POINT OF BEGIN-**
NING, thence North 89 degrees 45
minutes 18 seconds West 525.00
feet to an iron pin; thence South
34 degrees 46 minutes 56 seconds
West 700.25 feet to an iron pin;
thence South 10 degrees 07 min-
utes 30 seconds West 334.13 feet to
a point (said point being the center
line of Line Creek); thence South
following the center line of Line
Creek South 60 degrees 05 min-
utes 47 seconds West 160.88 feet
to a point; thence North 43 degrees
36 minutes 08 seconds West 117.40
feet to a point on the center line of
the creek; thence North 64 degrees
38 minutes 41 seconds West 92.86
feet to a point on the center line of
the creek; thence North 32 degrees
03 minutes 36 seconds West 54.31
feet to a point on the center line of
the creek; thence North 88 degrees
30 minutes 32 seconds West 101.44
feet to a point on the center line of
the creek; thence North 50 degrees
56 minutes 14 seconds West 113.18
feet to a point on the center line of
the creek; thence North 53 degrees
41 minutes 14 seconds West 110.49
feet to a point on the center line of
the creek; thence North 44 degrees

44 minutes 17 seconds West 202.59
feet to a point (said point being the
center line of Line Creek at its in-
tersection with the West line of
Land Lot 16); thence North 00 de-
grees 01 minutes 35 seconds along
the West line of Land Lots 16 and a
distance of 2,607.21 feet to an iron
pin set; thence South 28 degrees
11 minutes 06 seconds East 261.95
feet to an iron pin set; thence South
56 degrees 31 minutes 06 seconds
East 520.81 feet to an iron pin
thence set; then South 55 degrees
25 minutes 49 seconds East 305.67
feet to an iron pin set; thence North
73 degrees 17 minutes 33 seconds
East 498.58 feet to an iron pin set;
thence North 50 degrees 59 min-
utes 11 seconds East 376.07 feet
to an iron pin set; thence South
44 degrees 28 minutes 33 seconds
East 443.39 feet to an iron pin set;
thence North 86 degrees 20 min-
utes 55 seconds East 104.28 feet
to an iron pin set; thence North
55 degrees 00 minutes 00 sec-
onds 196.62 feet to an iron pin set;
thence North 87 degree 40 min-
utes 21 seconds East 369.56 feet
to an iron pin set; thence South
02 degree 19 minutes 39 seconds
East 205.00 feet to an Iron pin set;
thence South 37 degrees 40 min-
utes 21 seconds West 226.06 feet
to an iron pin set; thence south
10 degrees 00 minutes 24 seconds
West 275.52 East to an iron pin set;
thence South 08 degree 42 min-
utes 23 seconds West 449.46 feet
to an iron pin set; thence South
41 degrees 23 minutes 53 seconds
West 300.89 feet to an iron pin set;
thence South 50 degrees 37 min-
utes 33 seconds West 275.90 feet
to an iron pin set; thence South
08 degrees 37 minutes 33 seconds
West 258.83 feet to an iron pin set
and the **POINT OF BEGINNING**,
being 95.625 acres as set forth on
plat of survey for William Allen
dated January 15, 1998 by Larry
Sibley Surveying, Inc. recorded
at Plat Book 30 Page 65, Fayette
County, Georgia Records.

ALSO:

An Easement of ingress and egress
over, through and across the strip
of land in Land Lot 17 of the 6th
District of Fayette County, Georgia
designated as a Ten (10') foot As-
phalt Drive on the plat of survey
showing 115.659 acres and 95.625
acres (said drive traversing the 115.
659 acres) for Janet M. Wallace
date September 8, 1997 by Larry
Sibley Surveying, Inc. registered
land surveyor, said plat incorpo-
rated herein by reference.

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B4 Fayette County News

Continued from page B3

COUNTY AGENDA REQUEST

Page 135 of 310

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of Resolution 2025-01 to Transmit the Fayette County 2024 Annual Report on Fire Services Impact Fees (FY2024), including Comprehensive Plan amendments for updates to the Capital Improvements Element and Short-Term Work Program (FY2025-FY2029) to Atlanta Regional Commission for review by Department Community Affairs (DCA).

Background/History/Details:

As required by the Georgia Development Impact Fee Act and the Minimum Planning Standards, Fayette County in collaboration with Tyrone, Brooks, and Woolsey, has prepared the Fayette County 2024 Annual Report on Fire Services Impact Fees (FY2024), including Comprehensive Plan amendments for updates to the Capital Improvements Element and Short-Term Work Program (FY2025-FY2029.) This is the public hearing to present the report for approval to transmit to ARC/DCA. Brooks, Tyrone and Woolsey approved the report for transmittal to ARC for coordination of state and regional review.

Once we receive notification of compliance from the Georgia Department of Community Affairs and the Atlanta Regional Commission for the 2024 Fire Services Impact Fee Report, including amendment to the Capital Improvements Element and Short Term Work Program of the Comprehensive Plan, the next step is for each local government to adopt this report and for the adopting Resolutions to be transmitted to ARC. The deadline for this adoption and transmittal of the adopting Resolutions to ARC is June 30, 2025. These actions are required for each government to retain its Qualified Local Government status.

What action are you seeking from the Board of Commissioners?

Approval of Resolution 2025-01 to Transmit the Fayette County 2024 Annual Report on Fire Services Impact Fees (FY2024), including Comprehensive Plan amendments for updates to the Capital Improvements Element and Short-Term Work Program (FY2025-FY2029) to Atlanta Regional Commission for review by Department Community Affairs (DCA).

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:

TRANSMITTAL RESOLUTION 2025-__

WHEREAS Fayette County, Georgia has prepared an annual update to a Capital Improvements Element and Community Work Program; and

WHEREAS the annual update of the Capital Improvements Element and Community Work Program was prepared in accordance with the Development Impact Fee Compliance Requirements and the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, and a Public Hearing was held on February 27, 2025.

BE IT THEREFORE RESOLVED that Fayette County, Georgia does hereby submit the annual update of the Capital Improvements Element and Community Work Program covering the five-year period of FY 2025 to FY 2029 to the Atlanta Regional Commission and Georgia Department of Community Affairs for regional review, as per the requirements of the Georgia Planning Act of 1989.

Adopted this 27th day of February 2025.

BY:

ATTEST:

Fayette County and Towns of Brooks, Tyrone, and Woolsey Summary Impact Fee Financial Report FY2024 *	
	Fire Services
Total Impact Fee Balance From Previous Fiscal Year	\$0.00
Impact Fees Collected in FY 2024 By Jurisdiction	
Fayette County	74,197.79
Brooks	4,203.99
Tyrone	13,267.16
Woolsey	600.57
Total	\$92,269.51
Accrued Interest	142.23
(Administrative Other Costs)	(2,687.16)
(Impact Fee Refunds)	\$0.00
(Impact Fee Expenditures)	(89,724.58)
Impact Fee Fund Balance Ending FY 2024	\$0.00
Impact Fees Encumbered	
	\$0.00

* The service area for the Fire Impact Fee does not include Peachtree City and Fayetteville.

Fayette County Impact Fee Financial Report FY2024	
	Fire Services
Total Impact Fee Balance From Previous Fiscal Year	\$0.00
Impact Fees Collected in FY 2024 By Jurisdiction	
Fayette County	74,197.79
Accrued Interest	114.37
(Administrative Other Costs)	(2,160.86)
(Impact Fee Refunds)	\$0.00
(Impact Fee Expenditures)	(72,151.30)
Impact Fee Fund Balance Ending FY 2024	\$0.00
Impact Fees Encumbered	\$0.00

**Town of Brooks
RESOLUTION 2025-001
CIE & STWP TRANSMITTAL RESOLUTION**

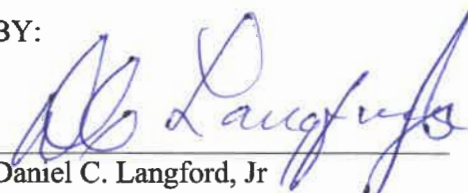
WHEREAS, the Town of Brooks has prepared an annual update to a Capital Improvements Element and Short-Term Work Program; and

WHEREAS, the annual update of the Capital Improvements Element and Short Term Work Program was prepared in accordance with the Development Impact Fee Compliance Requirements and the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, and a Public Hearing was held on January 27, 2025

BE IT THEREFORE RESOLVED that the Town of Brooks does hereby submit the annual update of the Capital Improvements Element and Short-Term Work Program covering the five-year period of FY 2025 to FY 2029 to the Atlanta Regional Commission and Georgia Department of Community Affairs for regional review, as per the requirements of the Georgia Planning Act of 1989.

Adopted this 27th, day of January 2025.

BY:


Daniel C. Langford, Jr.
Mayor, Town of Brooks

ATTEST:


Lorey Spahr
Town Clerk

Brooks Impact Fee Financial Report FY2024	
	Fire Services
Total Impact Fee Balance From Previous Fiscal Year	\$0.00
Impact Fees Collected in FY 2024 By Jurisdiction	
Brooks	4,203.99
Accrued Interest	6.48
(Administrative Other Costs)	(122.43)
(Impact Fee Refunds)	\$0.00
(Impact Fee Expenditures)	(4,088.04)
Impact Fee Fund Balance Ending FY 2024	\$0.00
Impact Fees Encumbered	\$0.00

Town of Tyrone

RESOLUTION 2025-02

CIE &STWP TRANSMITTAL RESOLUTION

WHEREAS, the Town of Tyrone has prepared an annual update to a Capital Improvements Element and Short-Term Work Program; and

WHEREAS, the annual update of the Capital Improvements Element and Short Term Work Program was prepared in accordance with the Development Impact Fee Compliance Requirements and the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, and a Public Hearing was held on January 16, 2025.

BE IT THEREFORE RESOLVED that the Town of Tyrone does hereby submit the annual update of the Capital Improvements Element and Short-Term Work Program covering the five-year period of FY 2025 to FY 2029 to the Atlanta Regional Commission and Georgia Department of Community Affairs for regional review, as per the requirements of the Georgia Planning Act of 1989.

Adopted this 16th day of January, 2025

BY:



Eric Dial
Mayor, Town of Tyrone

ATTEST:



Dee Baker
Town Clerk, Town of Tyrone

Tyrone Impact Fee Financial Report FY2024	
	Fire Services
Total Impact Fee Balance From Previous Fiscal Year	\$0.00
Impact Fees Collected in FY 2024 By Jurisdiction	
Tyrone	13,267.16
Accrued Interest	20.45
(Administrative Other Costs)	(386.38)
(Impact Fee Refunds)	\$0.00
(Impact Fee Expenditures)	(12,901.23)
Impact Fee Fund Balance Ending FY 2024	\$0.00
Impact Fees Encumbered	\$0.00

**TOWN OF WOOLSEY
STATE OF GEORGIA**

RESOLUTION #2025-03

CIE & STWP TRANSMITTAL RESOLUTION

WHEREAS, the Town of Woolsey has prepared an annual update to a Capital Improvements Element and Short-Term Work Program; and

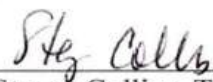
WHEREAS, the annual update of the Capital Improvements Element and Short-Term Work Program was prepared in accordance with the Development Impact Fee Compliance Requirements and the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, and a Public Hearing was held on January 13, 2025.

BE IT THEREFORE RESOLVED, that the Town of Woolsey does hereby submit the annual update of the Capital Improvements Element and Short-Term Work Program covering the five-year period of FY 2025 to FY 2029 to the Atlanta Regional Commission and Georgia Department of Community Affairs for regional review, as per the requirements of the Georgia Planning Act of 1989.

Adopted this 13th day of January, 2025



Gary Laggis, Mayor

ATTEST: 
Stacey Collins, Town Clerk

Woolsey Impact Fee Financial Report FY2024	
	Fire Services
Total Impact Fee Balance From Previous Fiscal Year	\$0.00
Impact Fees Collected in FY 2024 By Jurisdiction	
Woolsey	600.57
Accrued Interest	0.93
(Administrative Other Costs)	(17.49)
(Impact Fee Refunds)	\$0.00
(Impact Fee Expenditures)	(584.01)
Impact Fee Fund Balance Ending FY 2024	\$0.00
Impact Fees Encumbered	\$0.00

Fayette County Comprehensive Plan Amendment - Capital Improvement Element - Project Update FY2025 - FY2029

Public Facility - Fire Services

Project Description	FY Project Start	FY Project End	Actual / Estimated Cost of Project	Funding from Impact Fees	Percent By Impact Fees	Other Funding Sources	Current Year Impact Fee Applied	Impact Fee Applied Previous Years	Remaining amount to be funded from impact fees	Status / Remarks
Construct Fire Station 1: SR 279	FY 2002	FY 2002	\$ 872,836	\$ 471,331	54.00%	Fire Tax	na	\$471,331	\$0	Completed in FY 2002
Construct Fire Station 10: Seay Road	FY 2002	FY 2002	\$ 838,295	\$ 687,402	82.00%	Fire Tax	na	\$687,402	\$0	Completed in FY 2002
Construct Fire Station 5: SR 85 South	FY 2002	FY 2003	\$ 1,191,565	\$ 369,385	31.00%	Fire Tax	na	\$369,385	\$0	Completed in FY 2003
Construct Fire Station 7: Hampton Road	FY 2003	FY 2003	\$ 1,066,472	\$ 586,559	55.00%	Fire Tax	na	\$586,559	\$0	Completed in FY 2003
Purchase Acreage for Future Fire Station - McElroy Road	FY 2004	FY 2004	\$ 25,000	\$ 25,000	100.00%	None	na	\$25,000	\$0	Completed in FY 2004
Purchase two (2) Quints	FY 2006	FY 2007	\$ 675,000	\$ 675,000	100.00%	None	na	\$675,000	\$0	Purchased in FY 2007
Emergency Operations Center	FY 2012	FY 2015	\$ 1,107,921	\$ 131,864	83.50%	Fire Tax / Grant	na	\$131,864	\$0	Completed in FY15
Construct Fire Training Center (Burn Building)	FY 2018	Future	\$ 1,120,000	\$ 253,680	22.65%	Fire Tax	na	\$253,680	\$0	Estimated FY2024
Construct FS2: S.R. 92N	FY 2018	FY2021	\$ 1,644,000	\$ 164,400	10.00%	Fire Tax	na	\$164,400	\$0	Completed in FY2021
Construct FS14: Sandy Creek/Flat Ck	Future	Future	\$ 1,613,773	\$ 1,613,773	100.00%	None	\$89,582	\$293,591	\$1,230,600	Future/Planned
Construct FS15: Ginger Cake/Graves	Future	Future	\$ 2,061,333	\$ 2,061,333	100.00%	None	\$0	\$0	\$2,061,333	Future/Planned
Rescue Truck (1)	Future	Future	\$ 224,334	\$ 224,334	100.00%	None	\$0	\$0	\$224,334	Estimated FY2023
Brush Truck (1)	Future	Future	\$ 57,011	\$ 57,011	100.00%	None	\$0	\$0	\$57,011	Estimated FY2025
Engine/Pumpers (8) - 2 Purchased in FY2018; 1 Purchased in FY2019; 1 purchased in FY2020;	FY 2018	Future	\$ 3,252,082	\$ 3,252,082	100.00%	None	\$0	\$0	\$3,252,082	In Progress
Totals			\$ 15,749,622	\$ 10,573,155			\$ 89,582	\$ 3,658,212	\$6,825,360	

SCHEDULE OF IMPROVEMENTS-STWP ADDENDUM

FY2025 - FY2029

(1) Project Description	(2) Service Area	(3) Project Start Date	(4) Project Completion Date	(5) Estimated Project Cost	(6) Portion Chargeable to Impact Fees	(7) Sources of Funds (& Share)	(8) Responsible Party
Fire Training Center (In progress - 85% complete; expected completion date March 2025)	Unincorporated Fayette County; Brooks; Tyrone; Woolsey*	FY2018	FY2025	\$1,120,000	22.65%; \$253,680	Impact Fees; Balance of project funded from Fire Tax	Fayette County
Fire Station 14: Sandy Creek Road at Flat Creek Trail	Unincorporated Fayette County; Brooks; Tyrone; Woolsey*	FY2027	FY2029	\$1,613,773	100%	Impact Fees	Fayette County
Fire Station 15: Gingercake Road at Graves Road	Unincorporated Fayette County; Brooks; Tyrone; Woolsey*	FY2027	FY2029	\$2,061,333	100%	Impact Fees	Fayette County
Rescue Truck	Unincorporated Fayette County; Brooks; Tyrone; Woolsey*	FY2024	FY2026	\$224,334	100%	Impact Fees	Fayette County
Brush Truck (2 on order, expected Fall 2025)	Unincorporated Fayette County; Brooks; Tyrone; Woolsey*	FY2025	FY2026	\$57,011	100%	Impact Fees	Fayette County
Engine Pumps (8 total; 4 purchased since 2018; 2 on order, expected Fall 2025)	Unincorporated Fayette County; Brooks; Tyrone; Woolsey*	FY2018	FY2026	\$3,252,082	100%	Impact Fees	Fayette County

* Fayette County provides Fire Services for unincorporated Fayette County, Town of Brooks, Town of Tyrone and Town of Woolsey. The Service Area for the Fire Impact Fee does not include Peachtree City or City of Fayetteville.

B6 Fayette County News

Wednesday, February 5, 2025

Continued from page B5

**NOTICE OF PUBLIC HEARING
FOR THE AMENDMENT OF
THE CAPITAL IMPROVEMENT
ELEMENT AND THE COMMU-
NITY WORK PROGRAM OF THE
FAYETTE COUNTY COMPRE-
HENSIVE PLAN REGARDING
FIRE SERVICE IMPACT FEES**

Please be advised that a Public Hearing will be held by the Fayette County Board of Commissioners on February 27, 2025, at 5:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Public Meeting Room, First Floor, Fayetteville, Georgia, to consider the following:

**AMENDMENT OF THE CAPITAL
IMPROVEMENT ELEMENT AND
THE COMMUNITY WORK PRO-
GRAM OF THE FAYETTE COUN-
TY COMPREHENSIVE PLAN
REGARDING FIRE SERVICE IM-
PACT FEES**

Please be advised that a Public Hearing will be held by the Fayette County Board of Commissioners on February 27, 2025, at 5:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Public Meeting Room, First Floor, Fayetteville, Georgia, to consider the following:

**CONSIDERATION OF THE
ADOPTION OF A RESOLUTION
TO TRANSMIT THE CAPITAL
IMPROVEMENT ELEMENT
AND THE COMMUNITY WORK
PROGRAM TO THE ATLANTA
REGIONAL COMMISSION AND
THE GEORGIA DEPARTMENT
OF COMMUNITY AFFAIRS FOR
REVIEW**

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

02/05

COUNTY AGENDA REQUEST

Page 148 of 310

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of the Mid-Year Budget Adjustments to the fiscal year 2025 budget and approval to close completed Capital, Capital Improvement Plan (CIP) Projects, and Water System CIP Projects.

Background/History/Details:

Staff is recommending mid-year adjustments to the fiscal year 2025 adopted budget.

The recommended mid-year adjustments include:

1. Adjustments for variances in actual acquisition cost versus budget cost estimates for Vehicles and Equipment.
2. Adjustments for variances in actual grant awards versus estimated grant amounts included in the adopted budget.
3. To close 2017 SPLOST projects that have been completed, to transfer any residual funds to projects contingency, and to use projects contingency funds to cover projects funding shortages.
4. To close Capital/CIP projects that have been completed, to transfer any residual funds to projects contingency, and to use projects contingency funds to cover projects funding shortages; to re-class to M&O projects expenditures that will not be capitalized.
5. Adjustments to M&O for variances between actual and budget amounts included in the adopted budget.
6. To close Water System projects that have been completed and to transfer any residual funds to fund funding shortages in other projects.

Detail budget entries are shown on the attachment.

What action are you seeking from the Board of Commissioners?

Approval of the Mid-Year Budget Adjustments to the fiscal year 2025 budget and approval to close completed Capital, Capital Improvement Plan (CIP) Projects, and Water System CIP Projects.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

FAYETTE COUNTY, GEORGIA
RECOMMENDED MID-YEAR BUDGET ADJUSTMENTS TO THE ORIGINAL FY 2025 BUDGET
FOR FISCAL YEAR ENDED JUNE 30, 2025

<u>ORG</u>	<u>OBJ</u>	<u>Proj</u>	<u>DEPARTMENT / FUND</u>	<u>ACCOUNT DESCRIPTION</u>		<u>Expenditure</u> <u>Increase (Dec)</u>	<u>Revenue</u> <u>Increase (Dec)</u>	<u>Fund Balance</u> <u>Increase (Dec)</u>
VEHICLE/EQUIPMENT REPLACEMENT:								
A. The FY 2025 budget included \$9,100 for the purchase of a Flat Bed Tilt trailer for B&G. The actual cost of the trailer was \$9,525. The \$425 excess paid was due to a higher unit price and a delivery charge. Recommend to increase the budget expenditure line by \$425 to match the actual cost of the trailer - decrease to Vehicle/Equipment fund balance.								
61010565	542140	251AF	B&G Vehicles/Equipment	Field Equipment		425.00		(425.00)
						425.00	-	(425.00)
GRANTS:								
A. On June 27, 2024, the BOC accepted the Hazard Mitigation Grant from FEMA thru Georgia Emergency Management Agency to update the Fayette County Multi-Jurisdictional Hazard Mitigation Plan. The grant reimbursement is \$18,000 with a local match of \$6,000 for a total of \$24,000. Recommend to increase the grant revenue budget by \$18,000 and increase the expenditures budget by \$24,000 - decrease to GF fund balance.								
10030003	331150	G810D	General Fund	Grants			18,000.00	18,000.00
10030930	521316	G810D	Emergency Management	Technical Services		24,000.00		(24,000.00)
						24,000.00	18,000.00	(6,000.00)
B. The Accountability Court was awarded a supplemental grant for the DUI Court to be used for the Reconnect Service Platform. The supplemental award is \$3,000 with a local match of \$529, for a total of \$3,529. The service is for the 6-month period of March 2025 thru August 2025 (4 months in FY 2025 and 2 months in FY 2026). Recommend to increase the grant revenue budget in FY 2025 by \$2,000 and the expenditures budget by \$2,353. The balance of \$1,000 grant revenue budget and \$1,176 expenditures budget to be included with the FY 2026 budget - decrease to Accountability Court fund balance.								
21420003	334219	DUI	Accountability Court	Grants			2,000.00	2,000.00
21420330	521316	DUI	Accountability Court	Technical Services		2,353.00		(2,353.00)
						2,353.00	2,000.00	(353.00)
C. The actual LMIG (FY 2025) grant received is less than the amount included in the original budget. Grant revenue received is \$969,142 and grant revenue included in the budget is \$1,177,594. Grant expenditure included in the budget total \$1,530,873. Recommend to decrease the grant revenue budget line and the expenditure budget line by \$208,452 to equal the \$969,142 received - zero net effect to the General Fund fund balance.								
10040004	334311	LMG25	General Fund	Roads & Bridges Grants			(208,452.00)	(208,452.00)
10040220	521316	LMG24	Road Department	Technical Services		(208,452.00)		208,452.00
						(208,452.00)	(208,452.00)	-

FAYETTE COUNTY, GEORGIA
RECOMMENDED MID-YEAR BUDGET ADJUSTMENTS TO THE ORIGINAL FY 2025 BUDGET
FOR FISCAL YEAR ENDED JUNE 30, 2025

<u>ORG</u>	<u>OBJ</u>	<u>Proj</u>	<u>DEPARTMENT / FUND</u>	<u>ACCOUNT DESCRIPTION</u>		<u>Expenditure</u> <u>Increase (Dec)</u>	<u>Revenue</u> <u>Increase (Dec)</u>	<u>Fund Balance</u> <u>Increase (Dec)</u>
D. The FY 2025 actual Drug Court grant received is \$340,110. The grant amount included in the budget is \$350,000. Recommend to decrease the grant revenue budget by \$9,890 to equal the actual grant amount received. Also recommend to decrease the expenditure budget by \$11,635 to fulfill the minimum local match required - increase to Drug Court fund balance.								
21920003	334219	DRUG	Drug Court	Grants			(9,890.00)	(9,890.00)
21920160	521316	DRUG	Drug Court	Technical Services		(11,635.00)		11,635.00
						(11,635.00)	(9,890.00)	1,745.00
2017 SPLOST:								
A. Project 24TAA Camp Creek Trail Phase I was completed. The project has \$20,803.25 residual funds. Recommend to close the project and to transfer the residual funds to the Transportation Contingency account - total budget \$150,000.								
32240220	541210	24TAA	Transportation	Other Improvements		(20,803.25)		20,803.25
32240599	579000	TRANS	Transportation Contingency	Contingency		20,803.25	-	(20,803.25)
						-	-	-
B. Project 25SAA 114 Lowery Road has been completed. There are no residual funds. Recommend to close the project - total budget \$11,083.								
CAPITAL/CIP PROJECTS:								
A. The following project has been completed. This project has a budget shortage. Recommend to transfer funds from General Fund Projects Contingency to cover the shortage and to close the project.								
1. 241AJ Server Upgrade Project - total budget \$189,036								
37510599	579000		GF Projects Contingency	Contingency		(280.18)		280.18
37510535	542420	241AJ	IT Projects	Computer Equipment		280.18		(280.18)
						-	-	-

FAYETTE COUNTY, GEORGIA
RECOMMENDED MID-YEAR BUDGET ADJUSTMENTS TO THE ORIGINAL FY 2025 BUDGET
FOR FISCAL YEAR ENDED JUNE 30, 2025

<u>ORG</u>	<u>OBJ</u>	<u>Proj</u>	<u>DEPARTMENT / FUND</u>	<u>ACCOUNT DESCRIPTION</u>	<u>Expenditure Increase (Dec)</u>	<u>Revenue Increase (Dec)</u>	<u>Fund Balance Increase (Dec)</u>
B. The following projects have been completed. These projects have residual funds. Recommend to transfer the residual funds to the respective Projects Contingency lines and to close the projects.							
1. 253AN Video Laryngoscopes - total budget \$165,895							
37530550	542520	253AN	Fire Projects	Safety Equipment	(7,072.13)		7,072.13
37510599	579000	FIRE	Fire Projects Contingency	Contingency	7,072.13		(7,072.13)
					-	-	-
2. 253AP Power Stair Chairs - total budget \$79,000							
37530600	542520	253AP	EMS Projects	Safety Equipment	(86.45)		86.45
37510599	579000	EMS	EMS Projects Contingency	Contingency	86.45		(86.45)
					-	-	-
3. 253AM Fire Station Hoist Machines - total budget \$19,250							
37230550	542165	253AM	Fire Projects	Other Non-Motor Equipment	(2,106.20)		2,106.20
37510599	579000	FIRE	Fire Projects Contingency	Contingency	2,106.20		(2,106.20)
					-	-	-
4. 226AE Kiwanis Park Pickleball Courts - total budget \$350,000							
37560110	541210	226AE	Recreation Projects	Other Improvements	(34,906.07)		34,906.07
37510599	579000	PARKS	Parks Projects Contingency	Contingency	34,906.07		(34,906.07)
					-	-	-
5. 256AF Lift for East Fayette Gym - total budget \$14,000							
37260110	542160	256AF	Recreation Projects	Other Motorized Equipment	(2,205.00)		2,205.00
37510599	579000	PARKS	Parks Projects Contingency	Contingency	2,205.00		(2,205.00)
					-	-	-
6. 236AL McCurry Park Picnic Restroom Refurbish - total budget \$15,000							
37260110	541210	236AL	Recreation Projects	Other Improvements	(5,715.11)		5,715.11
37510599	579000	PARKS	Parks Projects Contingency	Contingency	5,715.11		(5,715.11)
					-	-	-

FAYETTE COUNTY, GEORGIA
RECOMMENDED MID-YEAR BUDGET ADJUSTMENTS TO THE ORIGINAL FY 2025 BUDGET
FOR FISCAL YEAR ENDED JUNE 30, 2025

<u>ORG</u>	<u>OBJ</u>	<u>Proj</u>	<u>DEPARTMENT / FUND</u>	<u>ACCOUNT DESCRIPTION</u>	<u>Expenditure</u> <u>Increase (Dec)</u>	<u>Revenue</u> <u>Increase (Dec)</u>	<u>Fund Balance</u> <u>Increase (Dec)</u>
C. The following projects have been completed with residual funds. These projects are for repairs and will not be capitalized. Recommend to close the projects, transfer residual funds to Projects Contingency, and move all expenditures for repairs back to M&O.							
1. 253AK Fire Station 6 Painting - total budget \$22,280							
37230550	541210	253AK	Fire Projects	Other Improvements	(5,530.00)		5,530.00
37510599	579000	FIRE	Fire Projects Contingency	Contingency	5,530.00		(5,530.00)
37230550	541210	253AK	Fire Projects	Other Improvements	(16,750.00)		16,750.00
27030550	541210		Fire Services	Other Improvements	16,750.00		(16,750.00)
					-	-	-
2. 253AO Fire Depot Repainting - total budget \$7,000							
37230550	541210	253AO	Fire Projects	Other Improvements	(550.00)		550.00
37510599	579000	FIRE	Fire Projects Contingency	Contingency	550.00		(550.00)
37230550	541210	253AO	Fire Projects	Other Improvements	(6,450.00)		6,450.00
27030550	541210		Fire Services	Other Improvements	6,450.00		(6,450.00)
					-	-	-
D. The following project has been completed with no residual funds. Recommend to close the project.							
1. Project 253AF Replace Water Heater & Tank in E Pod - total budget \$35,600							
E. Project 241AK Elevator Maintenance was created for emergency repairs to the Courthouse elevator. Actual expenditures of \$9,800 were incurred. Recommend to transfer from GF Projects Contingency an amount equal to the \$9,800 spent to fund the project. Also recommend to close the project.							
37510599	579000		GF Projects Contingency	Contingency	(9,800.00)		9,800.00
37210565	541210	241AK	B&G Projects	Other Improvements	9,800.00		(9,800.00)
					-	-	-
F. Project 203AR Modern Animal Shelter needs additional funding of \$75,000 for additional costs for washer, dryer, and pending exhaust fan solution. Recommend to transfer the \$75,000 from GF Projects Contingency.							
37510599	579000		GF Projects Contingency	Contingency	(75,000.00)		75,000.00
37530910	541320	203AR	Animal Control Projects	Buildings & Structures	75,000.00		(75,000.00)
					-	-	-

FAYETTE COUNTY, GEORGIA
RECOMMENDED MID-YEAR BUDGET ADJUSTMENTS TO THE ORIGINAL FY 2025 BUDGET
FOR FISCAL YEAR ENDED JUNE 30, 2025

<u>ORG</u>	<u>OBJ</u>	<u>Proj</u>	<u>DEPARTMENT / FUND</u>	<u>ACCOUNT DESCRIPTION</u>		<u>Expenditure</u> <u>Increase (Dec)</u>	<u>Revenue</u> <u>Increase (Dec)</u>	<u>Fund Balance</u> <u>Increase (Dec)</u>
OTHER:								
A. The Sheriff's Office needs to purchase an additional 2024 Chevy Silverado and a Trailer, totaling \$85,024, needed for project P23AH Tactical Driving Course. Project P23AH is a 2023 SPLOST project. The total funding of \$4.5 million in project P23AH, includes \$178K designated as Contingency. Recommend to fund the purchase of the 2024 Chevy Silverado and the Trailer from the funding designated as Contingency.								
61000004	371327		VEHICLE/EQUIP FUND	CONTRIBUTED-CAP 2023 SPLOST			85,024.00	85,024.00
61030310	542150	P23AH	SHERIFF'S VEH/EQUIP	ROAD & CONSTRUCTION EQUIP		6,995.00		(6,995.00)
61030310	542200	P23AH	SHERIFF'S VEH/EQUIP	VEHICLES		78,029.00		(78,029.00)
						85,024.00	85,024.00	-
WATER SYSTEM:								
A. The Filter Isolation Valve Upgrades - SFWP project (23WSF), and the 4MG Pump House HVAC Install - CTWP project (24WSD) are both complete and have residual funds. Recommend closing both projects and transferring the residual funds into the Lake Kedron Intake project (24WSE) which will remain open.								
1. Project 23WSF Filter Isolation Valve Upgrades has been completed. Recommend to close the project and transfer residual funds of \$46,556.76 to project 24WSE Lake Kedron Intake.								
50740400	542540	23WSF	Water CIP	Water CIP Expense		(46,556.76)		46,556.76
2. Project 24WSD 4MG Pump House HVAC Install has been completed. Recommend to close the project and transfer residual funds of \$34,672.60 to project 24WSE Lake Kedron Intake.								
50740400	542540	24WSD	Water CIP	Water CIP Expense		(34,672.60)		34,672.60
3. Project 24WSE Lake Kedron Intake has not been completed and will remain open.								
50740400	542540	24WSE	Water CIP	Water CIP Expense		81,229.36	-	(81,229.36)
						-	-	-

FAYETTE COUNTY, GEORGIA
RECOMMENDED MID-YEAR BUDGET ADJUSTMENTS TO THE ORIGINAL FY 2025 BUDGET
FOR FISCAL YEAR ENDED JUNE 30, 2025

<u>ORG</u>	<u>OBJ</u>	<u>Proj</u>	<u>DEPARTMENT / FUND</u>	<u>ACCOUNT DESCRIPTION</u>		<u>Expenditure</u> <u>Increase (Dec)</u>	<u>Revenue</u> <u>Increase (Dec)</u>	<u>Fund Balance</u> <u>Increase (Dec)</u>
B. The SR92 Roundabout WL Relocation project (20WSC) has been completed and has residual funds of \$69,430.91. The Camera Surveillance CTWP project (8CSSC) has also been completed and has a budget deficit of \$46.29. Recommend to use residual funds in project 20WSC to cover the budget deficit in project 8CSSC and to transfer the balance of residual funds in project 20WSC to project 214BA AMI Water Meters. Also recommend to close the completed projects.								
1. Project 20WSC SR92 Roundabout WL Relocation has been completed with residual funds of \$69,430.91. Recommend to close the project and transfer \$46.29 to project 8CSSC to cover the budget deficit, and transfer the balance in residual funds to to project 214BA AMI Water Meters.								
507	117616	20WSC	Water CIP	Water CIP		(69,430.91)	-	69,430.91
2. Project 8CSSC Camera Surveillance System has been completed. Recommend to close the project and use funds from project 20WSC to cover the \$46.29 budget deficit.								
50740400	542540	8CSSC	Water CIP	Water CIP Expense		46.29	-	(46.29)
3. Project 214BA AMI Water Meters has not been completed and will remain open.								
50740400	542540	214BA	Water CIP	Water CIP Expense		69,384.62	-	(69,384.62)
						-	-	-

COUNTY AGENDA REQUEST

Page 155 of 310

Department: Assessor's Office

Presenter(s): Lee Ann Bartlett, Director

Meeting Date: Thursday, February 27, 2025

Type of Request: Consent #6

Wording for the Agenda:

Approval of the Georgia County Internship Program Grant Agreement from Association of County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Fayette County Assessor's Office for award of the General Georgia County Internship Program (GCIP) Grant in the amount of \$3,259.50 for one intern.

Background/History/Details:

The Assessor's Office has been awarded the General GCIP Grant for one intern. The total amount of the grant is \$3,259.50 and must be used to fund costs associated with the intern's salary, FICA, and worker's compensation as specified in the agreement.

In order to complete the project, the intern would need to be able to gather and analyze data. Knowledge of Excel and the ability to manipulate data within spreadsheets is necessary. Good written and verbal communications skills are also needed. Training in basic mass appraisal methodology would be provided including instruction on WinGap software.

What action are you seeking from the Board of Commissioners?

Approval of the Georgia County Internship Program Grant Agreement from Association of County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Fayette County State Court for award of the General Georgia County Internship Program (GCIP) Grant in the amount of \$3,259.50 for one intern.

If this item requires funding, please describe:

Funding will be reimbursed through the ACCG grant.

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

If so, when?

Is Audio-Visual Equipment Required for this Request?* No

Backup Provided with Request? Yes

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

Approved by Finance Yes

Reviewed by Legal Yes

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:



GEORGIA COUNTY INTERNSHIP PROGRAM GRANT AGREEMENT

This **AGREEMENT** is made and entered into by and between the **ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC.**, (the “**FOUNDATION**”), having its principal office at 191 Peachtree Street, Suite 700, Atlanta, Georgia, 30303, and Fayette County (“**COUNTY**”), having its principal office at 140 Stonewall Avenue, Ste 100, Fayetteville, GA 30214. In exchange for valuable consideration, the parties agree as follows.

I. GENERAL TERMS.

A. Agreement Term:

This Agreement shall be effective as of the last date of execution by the parties. Pursuant to O.C.G.A. § 36-10-1, approval by the COUNTY’S governing authority and entry on the COUNTY’S minutes is necessary before the parties may execute. Evidence thereof shall be provided to the Foundation from the **COUNTY** Clerk’s Office as requested and incorporated into this Agreement.

B. Purpose of Agreement:

The **FOUNDATION** is providing grant funding through the Georgia County Internship Program pursuant to the grant award letter (“Grant Award Letter”) (**Exhibit A**) to reimburse certain costs to the **COUNTY** to employ interns to complete projects as described in the county grant application (“County Grant Application”) (**Exhibit B**) from May 1, 2025 until September 1, 2025. This Agreement provides the terms and conditions under which the **COUNTY** may receive reimbursement from the **FOUNDATION**.

II. REIMBURSEMENT TO COUNTY.

In exchange for the **COUNTY** hiring the intern(s) to perform projects as described in the approved County Grant Application and to learn about the operations of county government, the **FOUNDATION** shall provide reimbursement to the **COUNTY** as follows:

A. Use of Grant Funds.

1. Amount of Reimbursement

- a. **Hourly Rate.** The **FOUNDATION** shall reimburse the **COUNTY** for the cost of wages at the rate of \$15.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$3,000.00 for wages per intern, per internship, unless

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the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

The **COUNTY** may pay the intern at a higher rate than \$15.00 per hour at its own expense as provided for in their approved County Grant Application or as established at a later time by the **COUNTY**. In either case, the **COUNTY** shall be responsible for payment for all the costs above the reimbursed hourly rate of \$15.00 per hour, including workers' compensation and FICA.

- b. **Workers' Compensation.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost to cover the intern under the **COUNTY'S** workers' compensation plan in the Foundation's sole discretion up to a maximum reimbursement rate of up to \$30.00 per intern, per internship.
 - c. **FICA.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost of paying Federal Insurance Contributions Act (FICA) in the Foundation's sole discretion at a maximum reimbursement of up to \$229.50 per intern, per internship.
2. **Additional Compensation for Intern.** The **COUNTY** may pay the intern(s) in an amount greater than \$15.00 per hour or allow the intern(s) to work more than 200 hours during the grant period. However, the **COUNTY** will not be entitled to additional grant reimbursement for wages, workers' compensation, FICA or any other employment costs for the additional wages or hours.

III. Obligations of COUNTY:

- A. **Use of Grant Funds.** Grant reimbursement is limited to the actual amount of wages paid and approved employment costs for up to 200 hours of actual work performed by a qualified intern, from May 1, 2025 to September 1, 2025, for the Foundation approved internship project as described within the attached County Grant Application.
- B. **Compensation.** The **COUNTY** shall pay interns funded in whole or in part by this grant a minimum of \$15.00 per hour for each hour suffered or permitted to be worked by the intern.
- C. **Internship Requirements.** All interns must have on site supervision, be provided with work projects as provided in the approved County Grant Application submitted by the **COUNTY** and be afforded the opportunity to learn about the operations of county government.
- D. **Required Information: Proof of Payment of Intern and Reporting Requirements.** Upon completion of the internship, the **COUNTY** shall provide the following information to the **FOUNDATION**: (1) copy of the offer letter provided to the intern upon hire; (2) employment verification, including the E-Verify usage and acknowledgement form (E-Verify Usage and Acknowledgement Form") (**Exhibit C**); (3) proof of payment for each

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payment period for every intern receiving funding through this Agreement; (4) signed and completed reimbursement request (“Reimbursement Request”) (**Exhibit D**); and (5) completed Intern Evaluation Requirements (**Exhibit E**). All required information shall be submitted by the COUNTY and received by the FOUNDATION by October 10, 2025 in order to be eligible to receive grant reimbursement.

- E. Hiring of Intern.** In order to be eligible to receive the reimbursement provided for in Paragraph A of Section II of this Agreement, the COUNTY must hire an intern who is an undergraduate student, graduate student, recent college graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, as an employee to perform the projects as provided for in the approved County Grant Application. The COUNTY may not hire an intern as an independent contractor for reimbursement under this Agreement. The intern hired must be willing and agreeable to having certain information shared about them and their internship pursuant to this Agreement. The COUNTY must submit to the FOUNDATION no later than July 1, 2025; intern consent form (“Intern Consent Form”) (Exhibit F); the county and intern information (“Intern and County Information Requirements”) (Exhibit G); and an intern photograph.
- F. Tax Withholdings.** The COUNTY is responsible for withholding all applicable state and federal income taxes on an intern’s earnings.
- G. Nondiscrimination in Employment Practices.** The COUNTY agrees to comply with federal and state laws, rules and regulations, relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, disability, age over 40 years, national origin or any other protected class as provided by law. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.
- H. Compliance with Applicable Provisions of Federal and State Laws and Regulations.** The COUNTY agrees to comply with all applicable federal and state laws, including, but not limited to:
1. **The Americans with Disabilities Act.** The COUNTY agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.
 2. **Fair Labor Standards Act**
 3. **Georgia Security and Immigration Compliance Act.** The COUNTY agrees to comply with all of the E-Verify usage and hiring requirements as provided for in O.C.G.A. § 13-10-91(a).

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- I. **Duty to Notify FOUNDATION.** It shall be the duty of the **COUNTY** to notify the **FOUNDATION** if an intern quits or is terminated by the **COUNTY** within five (5) days of separation.
- J. **Nepotism.** If the **COUNTY** has a nepotism policy for new hires, that policy shall apply to the hire and engagement of any intern reimbursed in whole or in part through this grant. In the absence of such a policy, the **COUNTY** shall refrain from hiring interns who are closely related by blood or marriage to **COUNTY** employees or officials who have a hiring or supervisory role over the intern. The **COUNTY** shall apply its personnel policies on dating in the workplace to any intern hired through this grant. If the **COUNTY** fails to follow these requirements, the **COUNTY** will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the **FOUNDATION**.
- K. **Campaign and Other Impermissible Activities.** Interns hired through the Georgia County Internship Program and paid through grant funding are not permitted to work on campaigns for elections of commissioners or for any other elected official as part of their work with the **COUNTY**. Interns are further not permitted to run personal errands for **COUNTY** officials and staff or work on projects that are unrelated to county government. If the **COUNTY** fails to follow these requirements, they will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the **FOUNDATION**.

IV. CONTRACT MODIFICATION

No amendment, modification, or alteration of this **AGREEMENT** shall be valid or effective unless such modification is made in writing and signed by both parties.

V. TERMINATION

This Agreement may be terminated in the following circumstances:

- A. **Due to default or for cause.** The **FOUNDATION** may terminate this **AGREEMENT** at any time if the **COUNTY** fails to perform any of its obligations under this **AGREEMENT** and fails to cure any breach within 10 days of a notice of breach and intention to terminate by the **FOUNDATION**. The **COUNTY** shall be required to submit all required information identified in Section III (D) not later than 20 days after the date of written notice of termination. The **COUNTY** shall not receive any grant reimbursement for costs incurred after the date of termination or in the event a breach occurred that could not be satisfied.
- B. **Due to Early Separation of Intern.** Should the intern funded by this grant be separated from the **COUNTY'S** employment prior to the expiration of their internship period, this **AGREEMENT** shall terminate within 20 days of the separation unless another undergraduate student, graduate student, recent graduate, or a high school student 16 years

ACCG Civic Affairs Foundation

of age or older who is dually enrolled in a college program, is hired to continue and complete the approved internship within the grant period and at least 100 hours are remaining of the internship.

- C. **Natural Termination.** Unless otherwise terminated, this Agreement shall terminate December 31, 2025.
- D. **Survival.** The following sections shall survive termination for any reason of this Agreement: Access to Records, Records Retention, and Investigation; Hold Harmless; Program Publicity and COUNTY Participation;

VI. Access to Records, Records Retention, and Investigation

- A. The **FOUNDATION** shall have access to any pertinent books, documents, papers, and records of the **COUNTY** for the purpose of making audit examinations, excerpts, and transcripts. The **COUNTY** shall retain all records related to this grant for seven years from submission of the required information. If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. The **COUNTY** agrees that the **FOUNDATION** has the authority to investigate any allegation of misconduct made by the **COUNTY** pertaining to this Agreement. The **COUNTY** agrees to cooperate fully in such investigations by providing the **FOUNDATION** reasonable access to its records and any other resources as necessary to investigate the allegation.

VII. Hold Harmless

To the extent permitted by law, the **COUNTY** agrees to hold harmless the **FOUNDATION**, Association County Commissioners of Georgia, their employees and agents for any claim growing out of any action performed by the **COUNTY**, its agents or employees under any provision of this contract.

VIII. Program Publicity and COUNTY Participation

- A. The **COUNTY** agrees to allow preplanned site visits from the **FOUNDATION** for the purpose of interviewing the intern(s) and supervisor, taking photographs, video, or audio, and reviewing projects that have been assigned. The **COUNTY** further agrees that any photographs or information obtained during such site visits may be used to promote the Georgia County Internship Program and **FOUNDATION**, which may include, but is not limited to, usage through websites, social networking sites, brochures, press releases, and other forms of media.

ACCG Civic Affairs Foundation

- B. The **COUNTY** further agrees that any promotional information by the **COUNTY** regarding the Georgia County Internship Program must be preapproved by the **FOUNDATION**.
- C. The **COUNTY** additionally agrees that any research, study, review, or analysis relative to the Georgia County Internship Program, or internship, conducted by or on behalf of the **COUNTY** must be reviewed and approved by the **FOUNDATION**.

XI. Miscellaneous Provisions

- A. The intern is an employee of the county. At no time shall the intern be considered an employee or independent contractor of the **FOUNDATION**, or the Association County Commissioners of Georgia.
- B. Neither the **FOUNDATION** nor any of its employees, agents, or subcontractors shall be considered a partner, employee, or agent of the **COUNTY**.
- C. Neither party to this **AGREEMENT** shall have the authority to bind the other party.

This **AGREEMENT** is executed and shall be controlled by the laws of the State of Georgia.

XII. CONTRACT EXHIBIT INCLUSION:

This contract includes the following exhibits, which are attached and incorporated herein by reference:

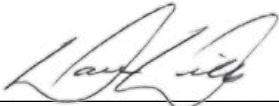
Exhibit A	Grant Award Letter
Exhibit B	County Grant Application
Exhibit C	E-Verify Usage and Acknowledgement Form
Exhibit D	Reimbursement Request
Exhibit E	Intern Evaluation Requirements
Exhibit F	Intern Consent Form
Exhibit G	Intern and County Information Requirements

ACCG Civic Affairs Foundation

COUNTY:

ASSOCIATION COUNTY COMMISSIONERS OF
GEORGIA CIVIC AFFAIRS FOUNDATION, INC:

Signature



Signature

Printed Name

Dave Wills

Printed Name

Title:

Secretary-Treasurer

Title:

This ____ day of _____, 2025

This 6th day of January, 2025

COUNTY CLERK CERTIFICATION:

The undersigned Clerk of the governing authority of _____ County, DOES
HEREBY CERTIFY that the Georgia County Internship Program Grant Agreement with the
Association County Commissioners of Georgia Civic Affairs Foundation, Inc. was adopted by the
_____ County Governing Authority in a meeting that was properly advertised
and open to the public on _____, 2025, and that the original of said agreement
appears of record in the minute book of the County, which is in my custody and control.

WITNESS my hand and the official seal of the governing authority of County.

(SEAL)

Clerk



January 6, 2025

Ms. Lee Ann Bartlett
140 Stonewall Avenue West, Suite 108
Fayetteville, GA 30214

Dear Ms. Bartlett,

I am pleased to inform you that Fayette County has been awarded a Georgia County Internship Program (GCIP) grant from the Association County Commissioners of Georgia Civic Affairs Foundation ("ACCG Civic Affairs Foundation") contingent upon the parties entering into the terms and conditions of the Georgia County Internship Program Grant Agreement (the "Agreement") that this grant award letter is incorporated hereto. A grant contract package is enclosed for you to complete and return. Upon proper completion of such as solely determined by the ACCG Civic Affairs Foundation, this grant is awarded for the 2025 summer program in the amount of **\$3,259.50** for the **Appraiser Intern** project to cover **one** internship. The grant provided must be used to fund costs associated with the intern's salary, FICA, and worker's compensation as specified in the Agreement.

Please contact Michele NeSmith at mnesmith@accg.org or at 404-922-8737 if you need assistance with grant requirements or in publicizing the proposed internship position. While the ACCG Civic Affairs Foundation will post this position through their website and help to publicize it through other channels, it is the responsibility of the County to recruit, interview and hire the intern. In the event the County is unable to hire a summer intern for the project description provided, the grant award designated for this purpose will be rescinded in full.

Congratulations and thank you for participating in the GCIP 2025 grant program.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Wills", written over a light blue horizontal line.

Dave Wills
Association County Commissioners of Georgia Civic Affairs Foundation Secretary-Treasurer

cc: Chair Lee Hearn
Steve Rapson
Tameca Smith

Fayette County Appraiser Intern Application

Grant Category: General GCIP Grant

Grant County: Fayette County

County E-Verify Number: 47566

Number of Interns Requested: 1

Primary Department: Assessors' Office

Primary Position: Chief Appraiser

Primary Address: 140 Stonewall Avenue West Suite 108, Fayetteville, GA 30214

Primary Email: lbartlett@fayettecountyga.gov

Primary Phone: 770-305-5272

Partial Funding: 0

Funding Amount:

Additional Funding: 0

Additional Funding Amount:

Intern Title: Appraiser intern

Intern Position Description: With conversion to a new mass appraisal system, updated building schedules are needed. This will involve the intern gathering data from various sources, updating schedules based on that data, and validating the results against property sales. Additionally, it has come to our attention that there is a real need for taxpayer education, particularly with the amount of new legislation affecting the Assessors' Office. The intern would be tasked with collaborating with staff to develop a program to educate citizens on the valuation of property and the roles of different County officials. He or she would also be asked to participate in at least one presentation of the program.

The County will benefit from the assistance with updating building schedules to optimize market values. Taxpayers will benefit from the educational program. And the intern will benefit from the knowledge gained about governmental operations and the valuation and billing process.

In order to complete the project, the intern will need research and analysis skills as well as writing and organizational skills. Knowledge of Excel and the ability to manipulate data are necessary.

Training in mass appraisal methodology and the tax year cycle will be provided.

Supervisor Name:

Supervisor Department:

Supervisor Email:

Supervisor Phone:



Georgia County Internship Program (GCIP) E-Verify Usage and Acknowledgement Form

Georgia law through O.C.G.A. §13-10-91(a) requires all counties to use E-Verify to verify the employment eligibility of all newly hired employees. All intern participants in the GCIP must be verified through this process by the county when they are hired. Failure to complete this process will result in the forfeiture of grant funds by the ACCG Civic Affairs Foundation to the county.

The following information should be prepared by the Human Resources Director or person for your county who processes new employees to verify that the county did use E-Verify to verify the employment eligibility of interns hired through the GCIP. This form is to be submitted along with a copy of the offer letter to complete the proof of hire grant requirement. The county should not submit the E-Verify confirmation issued by USCIS, I9 form, or other sensitive information such as copies of a driver's license, passport, or social security card to satisfy this requirement.

I, _____, acknowledge that _____ County used the E-Verify program to verify the employment eligibility of _____, GCIP summer intern, on the _____ day of _____ 2025.

County Position

Signature

Date

E-Verify Number

Date of E-Verify Authorization



Georgia County Internship Program (GCIP) Grant Reimbursement Request

Grant reimbursements will be mailed to the County before the end of the contract period, upon proper completion and submission of all required information and obligations pursuant to this Agreement.

The following information will be required to be submitted and certified via the Foundation grant portal:

County Requesting Reimbursement: _____

Requested By: _____

Intern Information

Name: _____

Department Hired: _____

Number of Hours Worked: (Only include hours worked under the grant) _____

Cost of Wages: (Only include wages covered by the grant) _____

Cost of FICA: (Only include FICA covered by the grant) _____

Cost of Worker's Compensation: (Only include WC covered by the grant) _____

Total Amount of Reimbursement Requested: _____

For illustrative purposes, the County may request up to the maximum reimbursement amount of \$3259.50 as follows and pursuant to the Agreement. Where any conflict arises between this exhibit and the terms and conditions of the Agreement, the terms and conditions shall control.

Intern wages are paid through the grant at a rate of \$15.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$3000.00 for wages per intern, per internship, unless the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

Reimbursement for Worker's Compensation may be requested at a rate of \$1 per \$100 salary for a maximum reimbursement of \$30.00.

Reimbursement for FICA may be requested at a rate of .0765% multiplied by salary for a maximum reimbursement of \$229.50.

All interns are required to be covered under the County's Workers Compensation Plan. The funds provided for Workers Compensation and for FICA must be used for those purposes. Any wages paid at a rate higher than \$15 per hour shall be paid by the county as well as the cost of FICA and Worker's Compensation associated with wages above that rate.



Intern Evaluation Requirements

The following questions will be provided to the intern(s) in survey form via email:

1. Before this internship, were you familiar with county government operations?
2. What have you learned about county government from your internship?
3. What were your major internship responsibilities as you understood them? Please specify.
4. What do you believe were your most significant successes during the internship? Please specify.
5. What was the favorite part of your internship?
6. What specific skills, experiences or knowledge did you gain during the internship? Do you believe these will be useful in helping you meet your future career goals and, if so, how?
7. What advice would give your peers who are considering a county internship?
8. Based on your internship, would you consider a career in county government?
9. How did you hear about this internship opportunity?
10. Do you have any advice for counties on how best to recruit high school, college, or graduate students for future county internships?
11. Do you have any recommendations on how this program can be improved?



Georgia County Internship Program (GCIP)

INTERN CONSENT FORM

I, _____, authorize the Association County Commissioners of Georgia Civic Affairs Foundation, Inc., and _____ County to use my name, college or university, year in school, major, terms of employment, image, audio, video, quotations, internship evaluation, interviews and any other pertinent information related to my internship in the Georgia County Internship Program for reporting, promotional, and data collection and analysis purposes, which may include, but is not limited to social networking sites, website, brochures, publications, press releases, videos, photographs and other forms of print and digital media.

Signature of Intern

Date



Intern and County Information Requirements

The following information will be required to be submitted through the Foundation Grant Portal:

County Information

- Name of Supervisor
- Title of Supervisor
- County Name
- County Department
- County Department Address
- County Supervisor Phone Number and Email

Internship Position Information

- Full name of intern hired
- Intern Address
- Intern Phone Number and Email Address
- Intern college/university/high school
- Intern program or major
- Intern expected year of graduation
- Intern post graduate plans
- Intern position title and department assigned
- Intern start and end date
- Intern hours worked per week

COUNTY AGENDA REQUEST

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Department: Solicitor General

Presenter(s): Jamie Inagawa, Solicitor General

Meeting Date: Thursday, February 27, 2025

Type of Request: Consent #7

Wording for the Agenda:

Approval of the Georgia County Internship Program Grant Agreement from Association County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Solicitor General's Office for award of the General Georgia County Internship Program (GCIP) Grant in the amount of \$3,259.50 for one legal intern.

Background/History/Details:

The Solicitor General's Office has been awarded the General GCIP Grant for one legal intern. The total amount of the grant is \$3,259.50 and must be used to fund costs associated with the intern's salary, FICA, and worker's compensation as specified in the agreement.

The interns will be law students from Georgia law schools. They will need competence in strong reading and writing skills with the ability to think critically about legal issues. The interns will have hands on trial preparation, writing motion preparation, drafting appellate briefs, review police investigations, and learn how to identify the proper charges to file or whether the case will not be prosecuted.

What action are you seeking from the Board of Commissioners?

Approval of the Georgia County Internship Program Grant Agreement from Association County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Solicitor General's Office for award of the General Georgia County Internship Program (GCIP) Grant in the amount of \$3,259.50 for one legal intern.

If this item requires funding, please describe:

Funding will be reimbursed through the ACCG grant.

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

If so, when?

Is Audio-Visual Equipment Required for this Request?* No

Backup Provided with Request? No

*** 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 Yes

Reviewed by Legal Yes

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:



GEORGIA COUNTY INTERNSHIP PROGRAM GRANT AGREEMENT

This **AGREEMENT** is made and entered into by and between the **ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC.**, (the “**FOUNDATION**”), having its principal office at 191 Peachtree Street, Suite 700, Atlanta, Georgia, 30303, and Fayette County (“**COUNTY**”), having its principal office at 140 Stonewall Avenue, Ste 100, Fayetteville, GA 30214. In exchange for valuable consideration, the parties agree as follows.

I. GENERAL TERMS.

A. Agreement Term:

This Agreement shall be effective as of the last date of execution by the parties. Pursuant to O.C.G.A. § 36-10-1, approval by the COUNTY’S governing authority and entry on the COUNTY’S minutes is necessary before the parties may execute. Evidence thereof shall be provided to the Foundation from the **COUNTY** Clerk’s Office as requested and incorporated into this Agreement.

B. Purpose of Agreement:

The **FOUNDATION** is providing grant funding through the Georgia County Internship Program pursuant to the grant award letter (“Grant Award Letter”) (**Exhibit A**) to reimburse certain costs to the **COUNTY** to employ interns to complete projects as described in the county grant application (“County Grant Application”) (**Exhibit B**) from May 1, 2025 until September 1, 2025. This Agreement provides the terms and conditions under which the **COUNTY** may receive reimbursement from the **FOUNDATION**.

II. REIMBURSEMENT TO COUNTY.

In exchange for the **COUNTY** hiring the intern(s) to perform projects as described in the approved County Grant Application and to learn about the operations of county government, the **FOUNDATION** shall provide reimbursement to the **COUNTY** as follows:

A. Use of Grant Funds.

1. Amount of Reimbursement

- a. **Hourly Rate.** The **FOUNDATION** shall reimburse the **COUNTY** for the cost of wages at the rate of \$15.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$3,000.00 for wages per intern, per internship, unless

ACCG Civic Affairs Foundation

the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

The **COUNTY** may pay the intern at a higher rate than \$15.00 per hour at its own expense as provided for in their approved County Grant Application or as established at a later time by the **COUNTY**. In either case, the **COUNTY** shall be responsible for payment for all the costs above the reimbursed hourly rate of \$15.00 per hour, including workers' compensation and FICA.

- b. **Workers' Compensation.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost to cover the intern under the **COUNTY'S** workers' compensation plan in the Foundation's sole discretion up to a maximum reimbursement rate of up to \$30.00 per intern, per internship.
 - c. **FICA.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost of paying Federal Insurance Contributions Act (FICA) in the Foundation's sole discretion at a maximum reimbursement of up to \$229.50 per intern, per internship.
2. **Additional Compensation for Intern.** The **COUNTY** may pay the intern(s) in an amount greater than \$15.00 per hour or allow the intern(s) to work more than 200 hours during the grant period. However, the **COUNTY** will not be entitled to additional grant reimbursement for wages, workers' compensation, FICA or any other employment costs for the additional wages or hours.

III. Obligations of COUNTY:

- A. **Use of Grant Funds.** Grant reimbursement is limited to the actual amount of wages paid and approved employment costs for up to 200 hours of actual work performed by a qualified intern, from May 1, 2025 to September 1, 2025, for the Foundation approved internship project as described within the attached County Grant Application.
- B. **Compensation.** The **COUNTY** shall pay interns funded in whole or in part by this grant a minimum of \$15.00 per hour for each hour suffered or permitted to be worked by the intern.
- C. **Internship Requirements.** All interns must have on site supervision, be provided with work projects as provided in the approved County Grant Application submitted by the **COUNTY** and be afforded the opportunity to learn about the operations of county government.
- D. **Required Information: Proof of Payment of Intern and Reporting Requirements.** Upon completion of the internship, the **COUNTY** shall provide the following information to the **FOUNDATION**: (1) copy of the offer letter provided to the intern upon hire; (2) employment verification, including the E-Verify usage and acknowledgement form (E-Verify Usage and Acknowledgement Form") (**Exhibit C**); (3) proof of payment for each

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payment period for every intern receiving funding through this Agreement; (4) signed and completed reimbursement request (“Reimbursement Request”) (**Exhibit D**); and (5) completed Intern Evaluation Requirements (**Exhibit E**). All required information shall be submitted by the COUNTY and received by the FOUNDATION by October 10, 2025 in order to be eligible to receive grant reimbursement.

- E. Hiring of Intern.** In order to be eligible to receive the reimbursement provided for in Paragraph A of Section II of this Agreement, the COUNTY must hire an intern who is an undergraduate student, graduate student, recent college graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, as an employee to perform the projects as provided for in the approved County Grant Application. The COUNTY may not hire an intern as an independent contractor for reimbursement under this Agreement. The intern hired must be willing and agreeable to having certain information shared about them and their internship pursuant to this Agreement. The COUNTY must submit to the FOUNDATION no later than July 1, 2025; intern consent form (“Intern Consent Form”) (Exhibit F); the county and intern information (“Intern and County Information Requirements”) (Exhibit G); and an intern photograph.
- F. Tax Withholdings.** The COUNTY is responsible for withholding all applicable state and federal income taxes on an intern’s earnings.
- G. Nondiscrimination in Employment Practices.** The COUNTY agrees to comply with federal and state laws, rules and regulations, relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, disability, age over 40 years, national origin or any other protected class as provided by law. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.
- H. Compliance with Applicable Provisions of Federal and State Laws and Regulations.** The COUNTY agrees to comply with all applicable federal and state laws, including, but not limited to:
1. **The Americans with Disabilities Act.** The COUNTY agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.
 2. **Fair Labor Standards Act**
 3. **Georgia Security and Immigration Compliance Act.** The COUNTY agrees to comply with all of the E-Verify usage and hiring requirements as provided for in O.C.G.A. § 13-10-91(a).

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- I. **Duty to Notify FOUNDATION.** It shall be the duty of the **COUNTY** to notify the **FOUNDATION** if an intern quits or is terminated by the **COUNTY** within five (5) days of separation.
- J. **Nepotism.** If the **COUNTY** has a nepotism policy for new hires, that policy shall apply to the hire and engagement of any intern reimbursed in whole or in part through this grant. In the absence of such a policy, the **COUNTY** shall refrain from hiring interns who are closely related by blood or marriage to **COUNTY** employees or officials who have a hiring or supervisory role over the intern. The **COUNTY** shall apply its personnel policies on dating in the workplace to any intern hired through this grant. If the **COUNTY** fails to follow these requirements, the **COUNTY** will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the **FOUNDATION**.
- K. **Campaign and Other Impermissible Activities.** Interns hired through the Georgia County Internship Program and paid through grant funding are not permitted to work on campaigns for elections of commissioners or for any other elected official as part of their work with the **COUNTY**. Interns are further not permitted to run personal errands for **COUNTY** officials and staff or work on projects that are unrelated to county government. If the **COUNTY** fails to follow these requirements, they will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the **FOUNDATION**.

IV. CONTRACT MODIFICATION

No amendment, modification, or alteration of this **AGREEMENT** shall be valid or effective unless such modification is made in writing and signed by both parties.

V. TERMINATION

This Agreement may be terminated in the following circumstances:

- A. **Due to default or for cause.** The **FOUNDATION** may terminate this **AGREEMENT** at any time if the **COUNTY** fails to perform any of its obligations under this **AGREEMENT** and fails to cure any breach within 10 days of a notice of breach and intention to terminate by the **FOUNDATION**. The **COUNTY** shall be required to submit all required information identified in Section III (D) not later than 20 days after the date of written notice of termination. The **COUNTY** shall not receive any grant reimbursement for costs incurred after the date of termination or in the event a breach occurred that could not be satisfied.
- B. **Due to Early Separation of Intern.** Should the intern funded by this grant be separated from the **COUNTY'S** employment prior to the expiration of their internship period, this **AGREEMENT** shall terminate within 20 days of the separation unless another undergraduate student, graduate student, recent graduate, or a high school student 16 years

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of age or older who is dually enrolled in a college program, is hired to continue and complete the approved internship within the grant period and at least 100 hours are remaining of the internship.

- C. **Natural Termination.** Unless otherwise terminated, this Agreement shall terminate December 31, 2025.
- D. **Survival.** The following sections shall survive termination for any reason of this Agreement: Access to Records, Records Retention, and Investigation; Hold Harmless; Program Publicity and COUNTY Participation;

VI. Access to Records, Records Retention, and Investigation

- A. The **FOUNDATION** shall have access to any pertinent books, documents, papers, and records of the **COUNTY** for the purpose of making audit examinations, excerpts, and transcripts. The **COUNTY** shall retain all records related to this grant for seven years from submission of the required information. If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. The **COUNTY** agrees that the **FOUNDATION** has the authority to investigate any allegation of misconduct made by the **COUNTY** pertaining to this Agreement. The **COUNTY** agrees to cooperate fully in such investigations by providing the **FOUNDATION** reasonable access to its records and any other resources as necessary to investigate the allegation.

VII. Hold Harmless

To the extent permitted by law, the **COUNTY** agrees to hold harmless the **FOUNDATION**, Association County Commissioners of Georgia, their employees and agents for any claim growing out of any action performed by the **COUNTY**, its agents or employees under any provision of this contract.

VIII. Program Publicity and COUNTY Participation

- A. The **COUNTY** agrees to allow preplanned site visits from the **FOUNDATION** for the purpose of interviewing the intern(s) and supervisor, taking photographs, video, or audio, and reviewing projects that have been assigned. The **COUNTY** further agrees that any photographs or information obtained during such site visits may be used to promote the Georgia County Internship Program and **FOUNDATION**, which may include, but is not limited to, usage through websites, social networking sites, brochures, press releases, and other forms of media.

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- B. The **COUNTY** further agrees that any promotional information by the **COUNTY** regarding the Georgia County Internship Program must be preapproved by the **FOUNDATION**.
- C. The **COUNTY** additionally agrees that any research, study, review, or analysis relative to the Georgia County Internship Program, or internship, conducted by or on behalf of the **COUNTY** must be reviewed and approved by the **FOUNDATION**.

XI. Miscellaneous Provisions

- A. The intern is an employee of the county. At no time shall the intern be considered an employee or independent contractor of the **FOUNDATION**, or the Association County Commissioners of Georgia.
- B. Neither the **FOUNDATION** nor any of its employees, agents, or subcontractors shall be considered a partner, employee, or agent of the **COUNTY**.
- C. Neither party to this **AGREEMENT** shall have the authority to bind the other party.

This **AGREEMENT** is executed and shall be controlled by the laws of the State of Georgia.

XII. CONTRACT EXHIBIT INCLUSION:

This contract includes the following exhibits, which are attached and incorporated herein by reference:


Exhibit A	Grant Award Letter
Exhibit B	County Grant Application
Exhibit C	E-Verify Usage and Acknowledgement Form
Exhibit D	Reimbursement Request
Exhibit E	Intern Evaluation Requirements
Exhibit F	Intern Consent Form
Exhibit G	Intern and County Information Requirements

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COUNTY:

ASSOCIATION COUNTY COMMISSIONERS OF
GEORGIA CIVIC AFFAIRS FOUNDATION, INC:

Signature



Signature

Printed Name

Dave Wills

Printed Name

Title:

Secretary-Treasurer

Title:

This ____ day of _____, 2025

This 6th day of January, 2025

COUNTY CLERK CERTIFICATION:

The undersigned Clerk of the governing authority of _____ County, DOES HEREBY CERTIFY that the Georgia County Internship Program Grant Agreement with the Association County Commissioners of Georgia Civic Affairs Foundation, Inc. was adopted by the _____ County Governing Authority in a meeting that was properly advertised and open to the public on _____, 2025, and that the original of said agreement appears of record in the minute book of the County, which is in my custody and control.

WITNESS my hand and the official seal of the governing authority of County.

(SEAL)

Clerk

ACCG Civic Affairs Foundation

January 6, 2025

Ms. Tina Payne
One Center Drive
Fayetteville, GA 30214

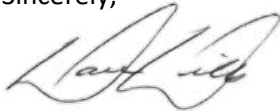
Dear Ms. Payne,

I am pleased to inform you that Fayette County has been awarded a Georgia County Internship Program (GCIP) grant from the Association County Commissioners of Georgia Civic Affairs Foundation ("ACCG Civic Affairs Foundation") contingent upon the parties entering into the terms and conditions of the Georgia County Internship Program Grant Agreement (the "Agreement") that this grant award letter is incorporated hereto. A grant contract package is enclosed for you to complete and return. Upon proper completion of such as solely determined by the ACCG Civic Affairs Foundation, this grant is awarded for the 2025 summer program in the amount of **\$3,259.50** for the **Solicitor General Legal Intern** project to cover **one** internship. The grant provided must be used to fund costs associated with the intern's salary, FICA, and worker's compensation as specified in the Agreement.

Please contact Michele NeSmith at mnesmith@accg.org or at 404-922-8737 if you need assistance with grant requirements or in publicizing the proposed internship position. While the ACCG Civic Affairs Foundation will post this position through their website and help to publicize it through other channels, it is the responsibility of the County to recruit, interview and hire the intern. In the event the County is unable to hire a summer intern for the project description provided, the grant award designated for this purpose will be rescinded in full.

Congratulations and thank you for participating in the GCIP 2025 grant program.

Sincerely,



Dave Wills
Association County Commissioners of Georgia Civic Affairs Foundation Secretary-Treasurer

cc: Chair Lee Hearn
Steve Rapson
Tameca Smith

Fayette County Solicitor General Legal Intern Application**Grant Category:** General GCIP Grant**Grant County:** Fayette County**County E-Verify Number:** 58-6000826**Number of Interns Requested:** 2**Primary Department:** Solicitor General Office**Primary Position:** Office Supervisor**Primary Address:** Fayette Co Justice Center 1 Center Drive Fayetteville, GA 30214**Primary Email:** tpayne@fayettecountyga.gov**Primary Phone:** 770-716-4256**Partial Funding:** 0**Funding Amount:****Additional Funding:** 0**Additional Funding Amount:****Intern Title:** 2024 Solicitor General Legal Intern

Intern Position Description: An intern in the Solicitor General's Office will participate in trial preparation, research, written motion preparation, and drafting appellate briefs. The intern will review police investigations and learn how to identify the proper charges to file or whether the case will not be prosecuted. The intern will learn the intricacies of a fast-paced court system by shadowing attorneys that are in court daily. They will learn how cases are investigated, accused, prepared for trial, negotiated and resolved. They will see the interaction between prosecutors and defense attorneys and learn how that relationship resolves cases fairly and efficiently. They will observe the jury trial system and how a case moves from arrest to trial. The interns will participate in this process and gain valuable experience in the criminal justice dynamic.

Supervisor Name:**Supervisor Department:****Supervisor Email:****Supervisor Phone:**



Georgia County Internship Program (GCIP) E-Verify Usage and Acknowledgement Form

Georgia law through O.C.G.A. §13-10-91(a) requires all counties to use E-Verify to verify the employment eligibility of all newly hired employees. All intern participants in the GCIP must be verified through this process by the county when they are hired. Failure to complete this process will result in the forfeiture of grant funds by the ACCG Civic Affairs Foundation to the county.

The following information should be prepared by the Human Resources Director or person for your county who processes new employees to verify that the county did use E-Verify to verify the employment eligibility of interns hired through the GCIP. This form is to be submitted along with a copy of the offer letter to complete the proof of hire grant requirement. The county should not submit the E-Verify confirmation issued by USCIS, I9 form, or other sensitive information such as copies of a driver's license, passport, or social security card to satisfy this requirement.

I, _____, acknowledge that _____ County used the E-Verify program to verify the employment eligibility of _____, GCIP summer intern, on the _____ day of _____ 2025.

County Position

Signature

Date

E-Verify Number

Date of E-Verify Authorization



Georgia County Internship Program (GCIP) Grant Reimbursement Request

Grant reimbursements will be mailed to the County before the end of the contract period, upon proper completion and submission of all required information and obligations pursuant to this Agreement.

The following information will be required to be submitted and certified via the Foundation grant portal:

County Requesting Reimbursement: _____

Requested By: _____

Intern Information

Name: _____

Department Hired: _____

Number of Hours Worked: (Only include hours worked under the grant) _____

Cost of Wages: (Only include wages covered by the grant) _____

Cost of FICA: (Only include FICA covered by the grant) _____

Cost of Worker's Compensation: (Only include WC covered by the grant) _____

Total Amount of Reimbursement Requested: _____

For illustrative purposes, the County may request up to the maximum reimbursement amount of \$3259.50 as follows and pursuant to the Agreement. Where any conflict arises between this exhibit and the terms and conditions of the Agreement, the terms and conditions shall control.

Intern wages are paid through the grant at a rate of \$15.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$3000.00 for wages per intern, per internship, unless the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

Reimbursement for Worker's Compensation may be requested at a rate of \$1 per \$100 salary for a maximum reimbursement of \$30.00.

Reimbursement for FICA may be requested at a rate of .0765% multiplied by salary for a maximum reimbursement of \$229.50.

All interns are required to be covered under the County's Workers Compensation Plan. The funds provided for Workers Compensation and for FICA must be used for those purposes. Any wages paid at a rate higher than \$15 per hour shall be paid by the county as well as the cost of FICA and Worker's Compensation associated with wages above that rate.



Intern Evaluation Requirements

The following questions will be provided to the intern(s) in survey form via email:

1. Before this internship, were you familiar with county government operations?
2. What have you learned about county government from your internship?
3. What were your major internship responsibilities as you understood them? Please specify.
4. What do you believe were your most significant successes during the internship? Please specify.
5. What was the favorite part of your internship?
6. What specific skills, experiences or knowledge did you gain during the internship? Do you believe these will be useful in helping you meet your future career goals and, if so, how?
7. What advice would give your peers who are considering a county internship?
8. Based on your internship, would you consider a career in county government?
9. How did you hear about this internship opportunity?
10. Do you have any advice for counties on how best to recruit high school, college, or graduate students for future county internships?
11. Do you have any recommendations on how this program can be improved?



Georgia County Internship Program (GCIP)

INTERN CONSENT FORM

I, _____, authorize the Association County Commissioners of Georgia Civic Affairs Foundation, Inc., and _____ County to use my name, college or university, year in school, major, terms of employment, image, audio, video, quotations, internship evaluation, interviews and any other pertinent information related to my internship in the Georgia County Internship Program for reporting, promotional, and data collection and analysis purposes, which may include, but is not limited to social networking sites, website, brochures, publications, press releases, videos, photographs and other forms of print and digital media.

Signature of Intern

Date



Intern and County Information Requirements

The following information will be required to be submitted through the Foundation Grant Portal:

County Information

- Name of Supervisor
- Title of Supervisor
- County Name
- County Department
- County Department Address
- County Supervisor Phone Number and Email

Internship Position Information

- Full name of intern hired
- Intern Address
- Intern Phone Number and Email Address
- Intern college/university/high school
- Intern program or major
- Intern expected year of graduation
- Intern post graduate plans
- Intern position title and department assigned
- Intern start and end date
- Intern hours worked per week

ACCG Civic Affairs Foundation

MEMORANDUM

To: Georgia County Internship Program (GCIP) Grant Recipients for Summer 2025 Grant Period

From: Michele NeSmith, ACCG Research and Policy Development Director on behalf of the ACCG Civic Affairs Foundation

Re: County Grant Information Packet and Grant Agreement

Date: January 6, 2025

Congratulations on being a grant recipient for the Summer 2025 Georgia County Internship Program (GCIP)! We hope that this internship is mutually beneficial to both the county and intern. The intern can perform their internship at any time from May 1, 2025-September 1, 2025. Counties are responsible for paying the interns during the internship and the Foundation will reimburse counties for their internships after the internship has been completed and all required documentation has been submitted. Reimbursement requests with accompanying proof of hire must be submitted to the Foundation no later than Friday, October 10, 2025. **Please read this memo and all the materials included in this packet in their entirety before you submit the requested documents.**

The primary contact for the grant will need to work closely with the Human Resources Department, or the person who manages the county's hiring practices in that there are many employment-related forms that must be completed by the county and the intern close to the date of hire. If the primary contact for the grant changes before the end of the grant period, please contact me immediately and provide the new contact with their email and phone numbers.

This year, we are implementing the GCIP Grant Portal as an efficient way to manage required grant documents and information online. You may use the account you used to apply for the 2025 Grant Period to access the grant portal. The portal will be used for all grant administration, such as uploading required documents and filling out forms. The portal will also allow you to keep track of your submissions. Some documents that previously required signatures will now be filled out as forms directly in the portal. We will provide training on how to use the portal in January 2025. If you have trouble accessing or using the portal during the grant period, or if a new or additional account is needed, please contact me.

While the Foundation is aware that it may take time to have your board formally approve the grant agreement through a meeting of the board of commissioners, please make every effort to upload the completed agreement to the grant portal as soon as possible.

When the internship job description has been finalized, please upload it to the grant portal. The job

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descriptions will be posted on the Foundation website, and we encourage you to begin advertising locally as soon as possible. When an intern has been hired, the Foundation should be notified, and the Intern and County Information Requirements and Intern Consent Form should be completed and uploaded to the GCIP Grant Portal as soon as possible, but no later than **July 1, 2025**. The county should not wait until the end of the grant period to submit this information.

Also, if you have previously participated in the grant program, you are aware that we request that the intern evaluation and photos of the intern be submitted. In the past, this was an optional requirement, but it is now mandatory. Please ensure that both are submitted to be eligible for the reimbursement. This year, each intern will complete the evaluation in an online survey format rather than an uploaded document. All photos can be uploaded directly to the grant portal.

Enclosed in this packet is the grant checklist, frequently asked questions, and an intern supervisor's guide. The grant agreement is included in a separate attachment and includes the following: 1) grant award letter 2) county grant application, 3) E-Verify usage and acknowledgement form, 4) grant reimbursement requirements, 5) the intern consent form, and 6) county and intern information requirements.

In order to receive the grant funds, the county must submit the following to the Foundation:

- 1) Signed Grant Agreement – as soon as possible**
- 2) Signed Intern Consent Form – beginning of the internship but no later than July 1, 2025**
- 3) Completed County and Intern Information Requirements – beginning of the internship but no later than July 1, 2025**
- 4) Intern Photos – by July 15, 2025 (headshot and action photos)**
- 5) Proof of Hire (offer letter and a copy of the E-Verify Usage and Acknowledgement Form) by October 10, 2025**
- 6) Completed Grant Reimbursement Request – by October 10, 2025**
- 7) Proof of Payment – by October 10, 2025**
- 7) Completed Intern Evaluation – by October 10, 2025**

Once the county has submitted all the items listed above, the Foundation will provide reimbursements for the wages, workers' compensation coverage, and Federal Insurance

ACCG Civic Affairs Foundation

Contributions Act (FICA) for the county internship positions that have been approved by the Foundation. The money provided for FICA and workers' compensation must be used for these purposes. The county is required to cover all interns hired through the GCIP under their workers' compensation policy. Grant reimbursements may take 6-8 weeks to process. **Please note that your county will not receive your grant reimbursement until you have submitted ALL the requested information and provide proof that an intern has been hired.**

Over the course of the internship, the Foundation will be checking in with the internship supervisor(s) for your county to ensure that the internship is going smoothly. The Foundation will also be visiting certain counties to interview the intern(s) and supervisor(s) and to take photos to promote the program. All visits will be scheduled prior to arrival. If you have any questions or concerns, please contact me at mnesmith@accg.org or at 404-992-8737.

Thanks again for your participation in this program.



Georgia County Internship Program (GCIP) County Check List

- ☐ Read all provided information before completing required forms
- ☐ The CAF will provide a signed **Grant Agreement**. The **Grant Agreement** needs to be approved by the County Board of Commissioners at a Board meeting, signed, and returned to the Foundation **as soon as possible**. The **completed Grant Agreement should be uploaded to the GCIP portal**.
- ☐ Upload the **Internship Job Description** to the GCIP portal and begin advertising and recruiting **as soon as possible**
- ☐ Complete the **County and Intern Information Requirements** on the GCIP portal **at the beginning of the internship, but no later than July 1, 2025**
- ☐ Upload the signed **Intern Consent Form** to the GCIP portal **at the beginning of the internship, but no later than July 1, 2025**
- ☐ Upload photos of the Intern (headshot and action shots) to the GCIP portal by **July 15, 2025**
- ☐ Upload proof of hire (copy of **Offer Letter** and **E-Verify Usage and Acknowledgement Form**) to the GCIP portal by **October 10, 2025**
- ☐ Upload proof of payment and complete the **Grant Reimbursement Request** on the GCIP portal by **October 10, 2025**
- ☐ Intern should complete the **Intern Evaluation Survey** by **October 10, 2025**



Georgia County Internship Program (GCIP) Frequently Asked Questions

Will the grant contract need to be approved by the board of commissioners?

Yes. The contract needs to be approved by the board of commissioners and entered on the minutes as required by state law at O.C.G.A. § 36-10-1.

What qualifications does an intern have to meet?

The program is open to undergraduate and graduate students from a variety of educational backgrounds, provided a student's abilities are appropriate to the intern project proposed by the county. Since county governments provide a wide range of services, counties are encouraged to be creative in proposing internship opportunities across diverse areas of study from engineering and law to human resources and veterinary sciences.

Recent college graduates may be selected for an internship provided they can provide proof that their graduation was within one year of the start date of the internship. High school students who are dually enrolled in a college program **and** are 16 years of age or older may also participate.

How many hours should an intern work and how should this time be scheduled?

GCIP grant funds will pay internship costs for up to a maximum of 200 internship hours. It will be up to the county and the intern to determine the work schedule in terms of the number of hours worked per week and total number of weeks to be worked. It is recommended that the minimum number of hours worked per week is 15.

If a grant for multiple interns is awarded to a county, this does not mean each intern has to work the same schedule or the same number of hours as long as the total number of hours worked under the grant does not exceed 200 for any one intern.

When can internships be completed?

A student may start an internship at any time during the applicable Grant Period. Students must complete their internship no later than the last day of the applicable Grant Period.

What if my intern doesn't complete the full 200 hours?

Interns are not required to work a total of 200 hours for the county to receive the grant, although the Foundation will only reimburse the county under the grant based on the actual number of hours worked if less than 200.

While GCIP grant funds cannot be provided past the applicable Grant Period, a county and an intern can extend the duration of any internship based on mutual agreement. All expenses incurred beyond the grant period will be paid by the county.

My county was awarded one internship. Can I split the grant to hire two interns?

Yes. If a county was awarded a grant for one intern and later determined that more than one intern was needed, the grant can be split into two 100-hour internships if the county abides by all the requirements of the grant agreement. However, the Foundation must first be contacted to ensure the requested split meets all the grant requirements. The grant for one intern cannot be split into more than two 100-hour internships.

How much do interns get paid under GCIP and how is this funded?

The county pays the intern directly and the Foundation reimburses the county for all approved costs after all required paperwork has been provided.

The wage for interns for the 2025 grant period is \$15.00 per hour. Interns cannot be paid less than \$15.00 per hour. The total hourly pay for a maximum 200-hour internship may not exceed \$3000 in wages, \$229.50 in FICA, and up to \$30 in workers' compensation costs for a maximum reimbursement of \$3259.50 per intern. An intern paid using GCIP grant funds must be covered under the county's workers' compensation plan.

If a county wants to pay an intern more than \$15.00 per hour, that amount over \$15.00 will need to be paid by the county along with the additional FICA and workers' compensation costs applicable to the additional salary. The GCIP grant does not cover wages paid over \$15.00 per hour, nor does it pay for more than 200 hours of employment during any grant period.

Can the county extend the internship beyond the 200 hours/grant period?

Yes, but the county will be responsible for all related costs beyond the 200 hours and timeframe provided in the grant agreement.

What if an intern needs academic credit?

If a student wants to obtain academic credit for the internship, it will be the responsibility of the county to work with the student and the student's academic institution to fulfill this requirement. The Foundation is not responsible for securing academic credit or certifying work performed by the intern for this purpose.

What if my county has already hired an intern for the grant period?

If a county already has identified an intern who meets the requirements for this program for a specific Grant Period, the county is eligible to receive grant funding for that intern as long as it submits all required application materials by the applicable deadline and is selected to receive a grant. Note that the internship must be completed within the applicable Grant Period.

Who is responsible for recruiting interns?

It will be the responsibility of the county to recruit and hire their intern. This requires advertising through the county website, area technical colleges and universities, contacting department heads of colleges, etc. The county is also responsible for selecting applicants to interview, interviewing, and hiring interns.

The Foundation will assist in this process by posting county positions on its website, www.civicaffairs.org, to provide statewide exposure to interested students and sharing these postings with career service directors across the state. The Foundation may also advertise available positions at varying college and university job fairs during the spring semester. If needed, the Foundation can further assist in this process if the county needs additional assistance or direction on how to recruit interns.

The Foundation highly encourages the county to post the internship position on [Handshake](#) or similar collegiate online recruitment platforms used widely by students and academic institutions. Posting the internship position on these platforms, in addition to the county website and on social media, can be an effective way to recruit students.

How will my county submit the required documentation for the grant?

We ask that counties submit all required documentation and forms through the online GCIP Grant Portal. Training will be provided on how to use the grant portal. If you encounter any technical issues or need assistance with the portal, please contact the Foundation immediately.

What happens if a county is not able to recruit an intern for its GCIP grant?

If no intern can be identified, the GCIP grant will be rescinded for that grant period.

What if the grant project cannot be performed as provided in the county application? Contact the Foundation immediately to see if a possible accommodation can be made. Grant awards are based on competitive scoring related to the project submitted. As such, grant projects should be performed as described. If an accommodation cannot be made, the grant will be rescinded.

Can interns perform private projects for elected officials or staff?

No. Interns are not allowed to work on projects that are not county-related. The purpose of the internship is for the student to learn about county government through a project that benefits the county, not a county staff member or elected official.

Can interns work on political campaigns?

Interns funded by GCIP are prohibited from participating in any type of political campaign work.



Georgia County Internship Program

County Intern Supervisor's Guide

Welcome to the Georgia County Internship Program!

We are excited that you are participating in the Georgia County Internship Program (GCIP). Over the following months, you will have the opportunity to work with a student or recent graduate who is interested in learning about how communities and governments operate at the local level. Outside of working for a county or city it is very difficult for students to learn practical lessons about local government. It is our hope that this internship with your county not only will provide a valuable education on the operations of local government but may also help to motivate the student to consider a career in public service.

Serving as an Internship Supervisor is a big responsibility and will require a significant time commitment. As an Internship Supervisor, it is necessary to oversee all daily assignments and projects, provide direction and feedback and ensure that the intern has adequate workspace and needed resources. It is your responsibility that all the requirements for the program are met. These requirements are necessary to ensure that the student gets the most out of his or her internship experience.

The best way to have a successful internship program is to prepare as much as you can for the intern before he or she arrives. Please take a moment to look over the materials contained within this manual. These materials were prepared to ensure that you have adequate resources to take you from the beginning to the end of the internship process. We encourage you to use these materials both to help you prepare for the arrival of your intern and to keep your intern on task so that projects are completed in a timely manner.

We wish you the best of luck with the internship and hope that your county decides to participate in the GCIP in the future. Please continue to visit our website at www.civicaffairs.org to learn more about project ideas and how other counties are utilizing interns.

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The Interview Process

While the Association County Commissioners of Georgia Civic Affairs Foundation (Foundation) helps to promote GCIP internship positions, counties are ultimately responsible for recruiting and hiring their intern. It is highly recommended that the county posts the internship position on the county website where jobs are advertised as well as post on area college student recruitment websites. Once applications for the internship position are received by the county, you will need to begin the interview process. Please schedule at least thirty minutes per interview to provide ample time to get to know each student or recent graduate. Once you have scheduled an interview, be sure to send a reminder confirmation along with directions to your office to the interviewee. It may be beneficial to include parking information, especially if your department does not have adequate parking available.

Sample Intern Interview Questions

1. What attracted you to this internship opportunity?
2. How does this internship fit into your schedule and educational goals?
3. What do you hope to gain from this experience?
4. Do you have any knowledge or experience with local government issues?
5. [Describe position/ project details] What coursework or former work/volunteer experience do you think best prepared you for a position like this?
6. Do you have experience working with customers/clients?
7. Any questions?

Sample Internship Offer Letter

Dear _____,

It is with great pleasure that I offer you the position of _____ internship with _____ County. The intent of the Georgia County Internship Program is to provide outstanding students the opportunity to receive a “hands on” understanding of the inner workings of county government.

The position that you are being offered begins _____ and ends _____. During your internship, I will be your supervisor and will review your progress toward the timely completion of all assignments on a regular basis. By accepting this position, you are committing to work _____ hours a week on a regular weekly schedule to be determined at the start of the internship. You will be responsible for notifying me in advance if you will be absent on days that you are scheduled to be in the office. You will be paid _____ (weekly/monthly) at an hourly rate of \$_____ (there are no benefits associated with this position.) As part of the _____ County team, it will be important to note and adhere to _____ County’s standards regarding office conduct and work rules.

The projects that you are assigned will involve issues affecting county governments. These projects will be substantially, if not completely, your responsibility. At least one of these projects will result in a tangible work product at the completion of the internship. In addition, you may be assigned smaller research-related and administrative duties. It is our intention to ensure that the work that you will be assigned will result in a meaningful learning experience for you.

I look forward to working with you, and I thank you in advance for your contribution to _____ County.

Sincerely,

_____ County Internship Supervisor

Sample Internship Rejection Letter

Dear _____,

I enjoyed meeting with you on _____ regarding the _____ internship position with _____ County. I was very impressed with your resume and qualifications and thought that you presented yourself in a very professional manner over the course of the interview.

We received numerous applications for this position and in that we had many well qualified applicants, it was difficult to make the final selection. While your credentials were impressive, we have chosen another candidate at this time.

Please remember that you may re-apply for another internship position in the future as those become available. I wish you the best of luck with your future academic and career endeavors.

Sincerely,

_____ County Internship Supervisor

Before the Intern Arrives – Checklist

Prior to the new intern's arrival, it will be helpful to address some of the items listed below to ensure that the intern will be able to function in and around the office once he or she starts work. By completing these items ahead of time, you will be able to smoothly transition the intern into your office so that he or she can begin daily activities and assignments immediately upon arrival.

☐ **Prepare an Intern Manual**

Intern Manuals are a great way to provide your intern with basic information about your office and its operation. The following list suggests general information that should be applicable for most offices. It may be helpful, in the event your intern is the first for your county, that you have the intern put together a more thorough manual as a project so that you can use it with future interns.

- Intern Expectations (Duties, Hours, Dress Code, Timesheets/Payroll, etc.)
- Office Personnel and Procedures Manual, if available
- Office Staff Information (Phones numbers, Office numbers)
- "How To" Section (How to operate phones, copier, fax, office equipment, etc.)
- Transportation (Parking, Transit options)
- Local Areas of Interests (Lunch options, Nearby ATMs/Banks)
- Helpful Resources for completing assignments (Websites, Manuals, etc.)

☐ **Develop a timeline of assignments and projects, including tentative due dates (see the sample Work Plan)**

☐ **Set aside space for the intern to work (desk, office, cubicle, etc.)**

☐ **Set up passwords for computers and/or phones if needed**

☐ **Order name badge or employee ID if required**

☐ **Send email to the intern regarding the 1st day of work (provide instructions on any documentation the intern needs to bring, appropriate dress, where to park, where to report to, etc.)**

☐ **Set up a New Intern Breakfast/Luncheon to introduce the intern to the office staff (if resources are available)**

☐ **Make arrangements with the Human Resources Department to schedule a time for the intern to be properly processed on the first day (fill out county personnel information, grant paperwork, etc.)**

Sample Internship Project Plan
_____ County

Project Assigned:

Project Details:

Project Deadline:

Recommended Resources:

(Insert time frame) Tasks:

(Insert time frame) Tasks:

Mid-Project Review Date:

(Insert time frame) Tasks:

Final Project Review Date:

Processing the Intern on Arrival

Once the intern arrives, the Human Resources Department will need to meet with the intern so that he or she can fill out all applicable paperwork required by the county and required by the GCIP grant. All interns must be covered under the county's workers' compensation plan and should be processed as an employee of the county. Interns should be verified through the E-Verify program just as any other new hire for the county. The county is required to submit the E-Verify Acknowledgement Form to the Foundation as proof of this requirement.

GCIP grant-paid interns are also required to complete and submit the Intern Consent Form and Intern Information Requirements to the Foundation as part of the grant paperwork.

Establishing Goals for the Internship

On the first day of work, it is very important to meet with the intern to establish the goals that you want him or her to achieve during the internship. This should include discussion of projects, proposed timelines, available resources and general information about your expectations.

Furthermore, it is also very important over the course of the internship that you schedule periodic and regular meetings to ensure that the intern is meeting the required plan of action.

The following page provides a sample work plan you may wish to use for your county's program. Note that your work plan may not need to be as detailed as the one shown below, but it should contain at least one mid-term review of the project and the intern's performance. Not only will a work plan help the intern stay on track, it will also help you to adjust the workload in the event you need the intern to focus on certain tasks more than others due to changing priorities.

Sample Internship Work Schedule (for a 12 Week Internship)

Sample Project Assigned: Create a Record Retention Schedule and Record Management Database and Provide Instructions on How to Use Both

Project Details: By using Microsoft Access, create a database which will store all records for the county manager's office that provides for searchable categories. Using the local government retention schedule provided by Georgia Archives, develop a retention plan for all the records provided within the county manager's office.

Project Deadline: End of Internship

Sample Project Schedule:

Weeks 1-4: Review all records currently in manager's office. Provide an inventory of each record.

Weeks 5-6: Using the local government retention schedule listed on the Georgia Archives website, divide all records inventoried into categories based on the schedule.

Weeks 7-8: Meet with county manager and IT director about the records inventoried and discuss implementation of the retention schedule. Discuss suggested schedules for the documents identified and create schedule based on meeting outcome.

Weeks 9-10: Create database and input approved inventory list by category. Create queries as needed.

Weeks 11-12: Draft directions on how to use database and retention schedule

County Considerations for Future Internships

The Foundation hopes that your county's experience with the Georgia County Internship Program is a success. Before applying for future GCIP grants, it may be helpful to review the following questions to ensure that your county is getting the most out of the program.

Questions about the Project(s) Assigned:

1. Was the intern able to complete the project assigned within the time allowed? If not, why?
2. Did the intern have too much "down time"? Was enough work available for the intern?
3. Was the type of project assigned suitable for the student hired (high school, college, or graduate student)? Was it too challenging or not challenging enough?
4. Is there enough project work available for a future internship?
5. What type of future projects does your office need assistance with that would be suitable for an intern?

Questions about Supervision of the Intern:

1. Did your schedule permit you to be available to assist the intern by answering questions and/or providing input on a project?
2. Were you able to provide the intern with detailed, clear instructions on how to complete a project?
3. Did the intern have other staff members who could answer questions and provide assistance?
4. Should you increase or decrease the number of interns requested for the GCIP grant period based on your availability to supervise?

Questions about Possible Future Requests for GCIP Intern Grant Support:

1. Did the previous intern have the right skill set for your office?
2. Should you change the skill or academic qualifications required for the next intern?
3. Are high school, undergraduate, or graduate students better suited for the types of projects that your office provides?
4. Did the applicants that interviewed for the previous internship meet your expectations and/or have the right type of qualifications for the position?
5. Was your previous internship posting detailed enough to generate interest?

COUNTY AGENDA REQUEST

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Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of the Georgia County Internship Program Grant Agreement from Association of County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Fayette County State Court for award of the General Georgia County Internship Program (GCIP) Grant in the amount of \$3,259.50 for one intern.

Background/History/Details:

The State Court has been awarded the General GCIP Grant for one intern. The total amount of the grant is \$3,259.50 and must be used to fund costs associated with the intern's salary, FICA, and worker's compensation as specified in the agreement.

The internship will further develop the student's legal writing and research skills. Being able to work in a court, not as an advocate, but as a neutral party, offers law students a glimpse of the inner workings of the legal system and hands-on experience.

What action are you seeking from the Board of Commissioners?

Approval of the Georgia County Internship Program Grant Agreement from Association of County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Fayette County State Court for award of the General Georgia County Internship Program (GCIP) Grant in the amount of \$3,259.50 for one intern.

If this item requires funding, please describe:

Funding will be reimbursed through the ACCG grant.

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:



GEORGIA COUNTY INTERNSHIP PROGRAM GRANT AGREEMENT

This **AGREEMENT** is made and entered into by and between the **ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC.**, (the "**FOUNDATION**"), having its principal office at 191 Peachtree Street, Suite 700, Atlanta, Georgia, 30303, and Fayette County ("**COUNTY**"), having its principal office at 140 Stonewall Avenue, Ste 100, Fayetteville, GA 30214. In exchange for valuable consideration, the parties agree as follows.

I. GENERAL TERMS.

A. Agreement Term:

This Agreement shall be effective as of the last date of execution by the parties. Pursuant to O.C.G.A. § 36-10-1, approval by the COUNTY'S governing authority and entry on the COUNTY'S minutes is necessary before the parties may execute. Evidence thereof shall be provided to the Foundation from the **COUNTY** Clerk's Office as requested and incorporated into this Agreement.

B. Purpose of Agreement:

The **FOUNDATION** is providing grant funding through the Georgia County Internship Program pursuant to the grant award letter ("Grant Award Letter") (**Exhibit A**) to reimburse certain costs to the **COUNTY** to employ interns to complete projects as described in the county grant application ("County Grant Application") (**Exhibit B**) from May 1, 2025 until September 1, 2025. This Agreement provides the terms and conditions under which the **COUNTY** may receive reimbursement from the **FOUNDATION**.

II. REIMBURSEMENT TO COUNTY.

In exchange for the **COUNTY** hiring the intern(s) to perform projects as described in the approved County Grant Application and to learn about the operations of county government, the **FOUNDATION** shall provide reimbursement to the **COUNTY** as follows:

A. Use of Grant Funds.

1. Amount of Reimbursement

- a. **Hourly Rate.** The **FOUNDATION** shall reimburse the **COUNTY** for the cost of wages at the rate of \$15.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$3,000.00 for wages per intern, per internship, unless

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the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

The **COUNTY** may pay the intern at a higher rate than \$15.00 per hour at its own expense as provided for in their approved County Grant Application or as established at a later time by the **COUNTY**. In either case, the **COUNTY** shall be responsible for payment for all the costs above the reimbursed hourly rate of \$15.00 per hour, including workers' compensation and FICA.

- b. **Workers' Compensation.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost to cover the intern under the **COUNTY'S** workers' compensation plan in the Foundation's sole discretion up to a maximum reimbursement rate of up to \$30.00 per intern, per internship.
 - c. **FICA.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost of paying Federal Insurance Contributions Act (FICA) in the Foundation's sole discretion at a maximum reimbursement of up to \$229.50 per intern, per internship.
2. **Additional Compensation for Intern.** The **COUNTY** may pay the intern(s) in an amount greater than \$15.00 per hour or allow the intern(s) to work more than 200 hours during the grant period. However, the **COUNTY** will not be entitled to additional grant reimbursement for wages, workers' compensation, FICA or any other employment costs for the additional wages or hours.

III. Obligations of COUNTY:

- A. **Use of Grant Funds.** Grant reimbursement is limited to the actual amount of wages paid and approved employment costs for up to 200 hours of actual work performed by a qualified intern, from May 1, 2025 to September 1, 2025, for the Foundation approved internship project as described within the attached County Grant Application.
- B. **Compensation.** The **COUNTY** shall pay interns funded in whole or in part by this grant a minimum of \$15.00 per hour for each hour suffered or permitted to be worked by the intern.
- C. **Internship Requirements.** All interns must have on site supervision, be provided with work projects as provided in the approved County Grant Application submitted by the **COUNTY** and be afforded the opportunity to learn about the operations of county government.
- D. **Required Information: Proof of Payment of Intern and Reporting Requirements.** Upon completion of the internship, the **COUNTY** shall provide the following information to the **FOUNDATION**: (1) copy of the offer letter provided to the intern upon hire; (2) employment verification, including the E-Verify usage and acknowledgement form (E-Verify Usage and Acknowledgement Form") (**Exhibit C**); (3) proof of payment for each

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payment period for every intern receiving funding through this Agreement; (4) signed and completed reimbursement request (“Reimbursement Request”) (**Exhibit D**); and (5) completed Intern Evaluation Requirements (**Exhibit E**). All required information shall be submitted by the COUNTY and received by the FOUNDATION by October 10, 2025 in order to be eligible to receive grant reimbursement.

- E. Hiring of Intern.** In order to be eligible to receive the reimbursement provided for in Paragraph A of Section II of this Agreement, the COUNTY must hire an intern who is an undergraduate student, graduate student, recent college graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, as an employee to perform the projects as provided for in the approved County Grant Application. The COUNTY may not hire an intern as an independent contractor for reimbursement under this Agreement. The intern hired must be willing and agreeable to having certain information shared about them and their internship pursuant to this Agreement. The COUNTY must submit to the FOUNDATION no later than July 1, 2025; intern consent form (“Intern Consent Form”) (Exhibit F); the county and intern information (“Intern and County Information Requirements”) (Exhibit G); and an intern photograph.
- F. Tax Withholdings.** The COUNTY is responsible for withholding all applicable state and federal income taxes on an intern’s earnings.
- G. Nondiscrimination in Employment Practices.** The COUNTY agrees to comply with federal and state laws, rules and regulations, relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, disability, age over 40 years, national origin or any other protected class as provided by law. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.
- H. Compliance with Applicable Provisions of Federal and State Laws and Regulations.** The COUNTY agrees to comply with all applicable federal and state laws, including, but not limited to:
1. **The Americans with Disabilities Act.** The COUNTY agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.
 2. **Fair Labor Standards Act**
 3. **Georgia Security and Immigration Compliance Act.** The COUNTY agrees to comply with all of the E-Verify usage and hiring requirements as provided for in O.C.G.A. § 13-10-91(a).

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- I. **Duty to Notify FOUNDATION.** It shall be the duty of the **COUNTY** to notify the **FOUNDATION** if an intern quits or is terminated by the **COUNTY** within five (5) days of separation.
- J. **Nepotism.** If the **COUNTY** has a nepotism policy for new hires, that policy shall apply to the hire and engagement of any intern reimbursed in whole or in part through this grant. In the absence of such a policy, the **COUNTY** shall refrain from hiring interns who are closely related by blood or marriage to **COUNTY** employees or officials who have a hiring or supervisory role over the intern. The **COUNTY** shall apply its personnel policies on dating in the workplace to any intern hired through this grant. If the **COUNTY** fails to follow these requirements, the **COUNTY** will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the **FOUNDATION**.
- K. **Campaign and Other Impermissible Activities.** Interns hired through the Georgia County Internship Program and paid through grant funding are not permitted to work on campaigns for elections of commissioners or for any other elected official as part of their work with the **COUNTY**. Interns are further not permitted to run personal errands for **COUNTY** officials and staff or work on projects that are unrelated to county government. If the **COUNTY** fails to follow these requirements, they will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the **FOUNDATION**.

IV. CONTRACT MODIFICATION

No amendment, modification, or alteration of this **AGREEMENT** shall be valid or effective unless such modification is made in writing and signed by both parties.

V. TERMINATION

This Agreement may be terminated in the following circumstances:

- A. **Due to default or for cause.** The **FOUNDATION** may terminate this **AGREEMENT** at any time if the **COUNTY** fails to perform any of its obligations under this **AGREEMENT** and fails to cure any breach within 10 days of a notice of breach and intention to terminate by the **FOUNDATION**. The **COUNTY** shall be required to submit all required information identified in Section III (D) not later than 20 days after the date of written notice of termination. The **COUNTY** shall not receive any grant reimbursement for costs incurred after the date of termination or in the event a breach occurred that could not be satisfied.
- B. **Due to Early Separation of Intern.** Should the intern funded by this grant be separated from the **COUNTY'S** employment prior to the expiration of their internship period, this **AGREEMENT** shall terminate within 20 days of the separation unless another undergraduate student, graduate student, recent graduate, or a high school student 16 years

ACCG Civic Affairs Foundation

of age or older who is dually enrolled in a college program, is hired to continue and complete the approved internship within the grant period and at least 100 hours are remaining of the internship.

- C. **Natural Termination.** Unless otherwise terminated, this Agreement shall terminate December 31, 2025.
- D. **Survival.** The following sections shall survive termination for any reason of this Agreement: Access to Records, Records Retention, and Investigation; Hold Harmless; Program Publicity and COUNTY Participation;

VI. Access to Records, Records Retention, and Investigation

- A. The **FOUNDATION** shall have access to any pertinent books, documents, papers, and records of the **COUNTY** for the purpose of making audit examinations, excerpts, and transcripts. The **COUNTY** shall retain all records related to this grant for seven years from submission of the required information. If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. The **COUNTY** agrees that the **FOUNDATION** has the authority to investigate any allegation of misconduct made by the **COUNTY** pertaining to this Agreement. The **COUNTY** agrees to cooperate fully in such investigations by providing the **FOUNDATION** reasonable access to its records and any other resources as necessary to investigate the allegation.

VII. Hold Harmless

To the extent permitted by law, the **COUNTY** agrees to hold harmless the **FOUNDATION**, Association County Commissioners of Georgia, their employees and agents for any claim growing out of any action performed by the **COUNTY**, its agents or employees under any provision of this contract.

VIII. Program Publicity and COUNTY Participation

- A. The **COUNTY** agrees to allow preplanned site visits from the **FOUNDATION** for the purpose of interviewing the intern(s) and supervisor, taking photographs, video, or audio, and reviewing projects that have been assigned. The **COUNTY** further agrees that any photographs or information obtained during such site visits may be used to promote the Georgia County Internship Program and **FOUNDATION**, which may include, but is not limited to, usage through websites, social networking sites, brochures, press releases, and other forms of media.

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- B. The **COUNTY** further agrees that any promotional information by the **COUNTY** regarding the Georgia County Internship Program must be preapproved by the **FOUNDATION**.
- C. The **COUNTY** additionally agrees that any research, study, review, or analysis relative to the Georgia County Internship Program, or internship, conducted by or on behalf of the **COUNTY** must be reviewed and approved by the **FOUNDATION**.

XI. Miscellaneous Provisions

- A. The intern is an employee of the county. At no time shall the intern be considered an employee or independent contractor of the **FOUNDATION**, or the Association County Commissioners of Georgia.
- B. Neither the **FOUNDATION** nor any of its employees, agents, or subcontractors shall be considered a partner, employee, or agent of the **COUNTY**.
- C. Neither party to this **AGREEMENT** shall have the authority to bind the other party.

This **AGREEMENT** is executed and shall be controlled by the laws of the State of Georgia.

XII. CONTRACT EXHIBIT INCLUSION:

This contract includes the following exhibits, which are attached and incorporated herein by reference:

Exhibit A	Grant Award Letter
Exhibit B	County Grant Application
Exhibit C	E-Verify Usage and Acknowledgement Form
Exhibit D	Reimbursement Request
Exhibit E	Intern Evaluation Requirements
Exhibit F	Intern Consent Form
Exhibit G	Intern and County Information Requirements

ACCG Civic Affairs Foundation

COUNTY:

**ASSOCIATION COUNTY COMMISSIONERS OF
GEORGIA CIVIC AFFAIRS FOUNDATION, INC:**

Signature

Signature

Printed Name

Dave Wills

Printed Name

Title:

Secretary-Treasurer

Title:

This ____ day of _____, 2025

This 6th day of January, 2025

COUNTY CLERK CERTIFICATION:

The undersigned Clerk of the governing authority of _____ County, DOES HEREBY CERTIFY that the Georgia County Internship Program Grant Agreement with the Association County Commissioners of Georgia Civic Affairs Foundation, Inc. was adopted by the _____ County Governing Authority in a meeting that was properly advertised and open to the public on _____, 2025, and that the original of said agreement appears of record in the minute book of the County, which is in my custody and control.

WITNESS my hand and the official seal of the governing authority of County.

(SEAL)

Clerk

ACCG Civic Affairs Foundation

January 6, 2025

Ms. Kelly Espy
One Center Drive
Fayetteville, GA 30214

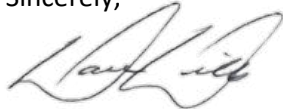
Dear Ms. Espy,

I am pleased to inform you that Fayette County has been awarded a Georgia County Internship Program (GCIP) grant from the Association County Commissioners of Georgia Civic Affairs Foundation ("ACCG Civic Affairs Foundation") contingent upon the parties entering into the terms and conditions of the Georgia County Internship Program Grant Agreement (the "Agreement") that this grant award letter is incorporated hereto. A grant contract package is enclosed for you to complete and return. Upon proper completion of such as solely determined by the ACCG Civic Affairs Foundation, this grant is awarded for the 2025 summer program in the amount of **\$3,259.50** for the **Legal Intern** project to cover **one** internship. The grant provided must be used to fund costs associated with the intern's salary, FICA, and worker's compensation as specified in the Agreement.

Please contact Michele NeSmith at mnesmith@accg.org or at 404-922-8737 if you need assistance with grant requirements or in publicizing the proposed internship position. While the ACCG Civic Affairs Foundation will post this position through their website and help to publicize it through other channels, it is the responsibility of the County to recruit, interview and hire the intern. In the event the County is unable to hire a summer intern for the project description provided, the grant award designated for this purpose will be rescinded in full.

Congratulations and thank you for participating in the GCIP 2025 grant program.

Sincerely,



Dave Wills
Association County Commissioners of Georgia Civic Affairs Foundation Secretary-Treasurer

cc: Chair Lee Hearn
Steve Rapson
Tameca Smith

Fayette County State Court Legal Intern Application**Grant Category:** General GCIP Grant**Grant County:** Fayette County**County E-Verify Number:** 58-6000826**Number of Interns Requested:** 2**Primary Department:** State Court**Primary Position:** Staff Attorney**Primary Address:** One Center Drive, Fayetteville, GA 30214**Primary Email:** kespy@fayettecountyga.gov**Primary Phone:** 770-716-4266**Partial Funding:** 0**Funding Amount:****Additional Funding:** 0**Additional Funding Amount:****Intern Title:** Legal Intern**Intern Position Description:** Dear Civic Affairs Foundation:

We are excited to bring in law students for the summer to offer them a unique experience. Being able to work in a court, not as an advocate, but as a neutral, offers law students a glimpse of the inner workings of the legal system that they can't get elsewhere. State Court hears both criminal and civil matters, ranging from traffic citations to personal injury cases, and many other issues. The interns will receive a case of their own to work from start to finish on a particular, often complex issue. They will draft and finalize an order for Judge Jason B. Thompson to review. As time allows, they may be able to do two or more orders. The law students will be reading and analyzing both sides of the argument, researching the applicable law, and putting what they learned about the specific facts of a case and the law into an order. There is frequent supervision and guidance from the Staff Attorney to assist the students. The students end up with a final written product that they worked hard on and can be proud of, as well bring a resolution to a case for the plaintiff and defendant.

Our interns also have the opportunity to observe court hearings and trials and be involved in the legal proceedings that isn't always available in other legal jobs. They will see real-time trial practice, listen to oral arguments in both criminal and civil matters and gain an understanding of the impact that cases have on an individual's life, as well as the lives of the parties' families and the community at large.

We feel that it is important for the law students to realize how meaningful the courts are to our community and why what we do matters. This is an irreplaceable experience that we are happy to share with out interns.

We thank you in advance for your consideration of a grant for our interns so that they can gain both legal experience and financial payment.

Sincerely,

Kelly Espy
Fayette County State Court
Staff Attorney to Judge Jason B. Thompson
770-716-4266

Supervisor Name:

Supervisor Department:

Supervisor Email:

Supervisor Phone:



Georgia County Internship Program (GCIP) E-Verify Usage and Acknowledgement Form

Georgia law through O.C.G.A. §13-10-91(a) requires all counties to use E-Verify to verify the employment eligibility of all newly hired employees. All intern participants in the GCIP must be verified through this process by the county when they are hired. Failure to complete this process will result in the forfeiture of grant funds by the ACCG Civic Affairs Foundation to the county.

The following information should be prepared by the Human Resources Director or person for your county who processes new employees to verify that the county did use E-Verify to verify the employment eligibility of interns hired through the GCIP. This form is to be submitted along with a copy of the offer letter to complete the proof of hire grant requirement. The county should not submit the E-Verify confirmation issued by USCIS, I9 form, or other sensitive information such as copies of a driver's license, passport, or social security card to satisfy this requirement.

I, _____, acknowledge that _____ County used the E-Verify program to verify the employment eligibility of _____, GCIP summer intern, on the _____ day of _____ 2025.

County Position

Signature

Date

E-Verify Number

Date of E-Verify Authorization



Georgia County Internship Program (GCIP) Grant Reimbursement Request

Grant reimbursements will be mailed to the County before the end of the contract period, upon proper completion and submission of all required information and obligations pursuant to this Agreement.

The following information will be required to be submitted and certified via the Foundation grant portal:

County Requesting Reimbursement: _____

Requested By: _____

Intern Information

Name: _____

Department Hired: _____

Number of Hours Worked: (Only include hours worked under the grant) _____

Cost of Wages: (Only include wages covered by the grant) _____

Cost of FICA: (Only include FICA covered by the grant) _____

Cost of Worker's Compensation: (Only include WC covered by the grant) _____

Total Amount of Reimbursement Requested: _____

For illustrative purposes, the County may request up to the maximum reimbursement amount of \$3259.50 as follows and pursuant to the Agreement. Where any conflict arises between this exhibit and the terms and conditions of the Agreement, the terms and conditions shall control.

Intern wages are paid through the grant at a rate of \$15.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$3000.00 for wages per intern, per internship, unless the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

Reimbursement for Worker's Compensation may be requested at a rate of \$1 per \$100 salary for a maximum reimbursement of \$30.00.

Reimbursement for FICA may be requested at a rate of .0765% multiplied by salary for a maximum reimbursement of \$229.50.

All interns are required to be covered under the County's Workers Compensation Plan. The funds provided for Workers Compensation and for FICA must be used for those purposes. Any wages paid at a rate higher than \$15 per hour shall be paid by the county as well as the cost of FICA and Worker's Compensation associated with wages above that rate.



Intern Evaluation Requirements

The following questions will be provided to the intern(s) in survey form via email:

1. Before this internship, were you familiar with county government operations?
2. What have you learned about county government from your internship?
3. What were your major internship responsibilities as you understood them? Please specify.
4. What do you believe were your most significant successes during the internship? Please specify.
5. What was the favorite part of your internship?
6. What specific skills, experiences or knowledge did you gain during the internship? Do you believe these will be useful in helping you meet your future career goals and, if so, how?
7. What advice would give your peers who are considering a county internship?
8. Based on your internship, would you consider a career in county government?
9. How did you hear about this internship opportunity?
10. Do you have any advice for counties on how best to recruit high school, college, or graduate students for future county internships?
11. Do you have any recommendations on how this program can be improved?



Georgia County Internship Program (GCIP)

INTERN CONSENT FORM

I, _____, authorize the Association County Commissioners of Georgia Civic Affairs Foundation, Inc., and _____ County to use my name, college or university, year in school, major, terms of employment, image, audio, video, quotations, internship evaluation, interviews and any other pertinent information related to my internship in the Georgia County Internship Program for reporting, promotional, and data collection and analysis purposes, which may include, but is not limited to social networking sites, website, brochures, publications, press releases, videos, photographs and other forms of print and digital media.

Signature of Intern

Date



Intern and County Information Requirements

The following information will be required to be submitted through the Foundation Grant Portal:

County Information

- Name of Supervisor
- Title of Supervisor
- County Name
- County Department
- County Department Address
- County Supervisor Phone Number and Email

Internship Position Information

- Full name of intern hired
- Intern Address
- Intern Phone Number and Email Address
- Intern college/university/high school
- Intern program or major
- Intern expected year of graduation
- Intern post graduate plans
- Intern position title and department assigned
- Intern start and end date
- Intern hours worked per week

ACCG Civic Affairs Foundation

MEMORANDUM

To: Georgia County Internship Program (GCIP) Grant Recipients for Summer 2025 Grant Period

From: Michele NeSmith, ACCG Research and Policy Development Director on behalf of the ACCG Civic Affairs Foundation

Re: County Grant Information Packet and Grant Agreement

Date: January 6, 2025

Congratulations on being a grant recipient for the Summer 2025 Georgia County Internship Program (GCIP)! We hope that this internship is mutually beneficial to both the county and intern. The intern can perform their internship at any time from May 1, 2025-September 1, 2025. Counties are responsible for paying the interns during the internship and the Foundation will reimburse counties for their internships after the internship has been completed and all required documentation has been submitted. Reimbursement requests with accompanying proof of hire must be submitted to the Foundation no later than Friday, October 10, 2025. **Please read this memo and all the materials included in this packet in their entirety before you submit the requested documents.**

The primary contact for the grant will need to work closely with the Human Resources Department, or the person who manages the county's hiring practices in that there are many employment-related forms that must be completed by the county and the intern close to the date of hire. If the primary contact for the grant changes before the end of the grant period, please contact me immediately and provide the new contact with their email and phone numbers.

This year, we are implementing the GCIP Grant Portal as an efficient way to manage required grant documents and information online. You may use the account you used to apply for the 2025 Grant Period to access the grant portal. The portal will be used for all grant administration, such as uploading required documents and filling out forms. The portal will also allow you to keep track of your submissions. Some documents that previously required signatures will now be filled out as forms directly in the portal. We will provide training on how to use the portal in January 2025. If you have trouble accessing or using the portal during the grant period, or if a new or additional account is needed, please contact me.

While the Foundation is aware that it may take time to have your board formally approve the grant agreement through a meeting of the board of commissioners, please make every effort to upload the completed agreement to the grant portal as soon as possible.

When the internship job description has been finalized, please upload it to the grant portal. The job

ACCG Civic Affairs Foundation

descriptions will be posted on the Foundation website, and we encourage you to begin advertising locally as soon as possible. When an intern has been hired, the Foundation should be notified, and the Intern and County Information Requirements and Intern Consent Form should be completed and uploaded to the GCIP Grant Portal as soon as possible, but no later than **July 1, 2025**. The county should not wait until the end of the grant period to submit this information.

Also, if you have previously participated in the grant program, you are aware that we request that the intern evaluation and photos of the intern be submitted. In the past, this was an optional requirement, but it is now mandatory. Please ensure that both are submitted to be eligible for the reimbursement. This year, each intern will complete the evaluation in an online survey format rather than an uploaded document. All photos can be uploaded directly to the grant portal.

Enclosed in this packet is the grant checklist, frequently asked questions, and an intern supervisor's guide. The grant agreement is included in a separate attachment and includes the following: 1) grant award letter 2) county grant application, 3) E-Verify usage and acknowledgement form, 4) grant reimbursement requirements, 5) the intern consent form, and 6) county and intern information requirements.

In order to receive the grant funds, the county must submit the following to the Foundation:

- 1) Signed Grant Agreement – as soon as possible**
- 2) Signed Intern Consent Form – beginning of the internship but no later than July 1, 2025**
- 3) Completed County and Intern Information Requirements – beginning of the internship but no later than July 1, 2025**
- 4) Intern Photos – by July 15, 2025 (headshot and action photos)**
- 5) Proof of Hire (offer letter and a copy of the E-Verify Usage and Acknowledgement Form) by October 10, 2025**
- 6) Completed Grant Reimbursement Request – by October 10, 2025**
- 7) Proof of Payment – by October 10, 2025**
- 7) Completed Intern Evaluation – by October 10, 2025**

Once the county has submitted all the items listed above, the Foundation will provide reimbursements for the wages, workers' compensation coverage, and Federal Insurance

ACCG Civic Affairs Foundation

Contributions Act (FICA) for the county internship positions that have been approved by the Foundation. The money provided for FICA and workers' compensation must be used for these purposes. The county is required to cover all interns hired through the GCIP under their workers' compensation policy. Grant reimbursements may take 6-8 weeks to process. **Please note that your county will not receive your grant reimbursement until you have submitted ALL the requested information and provide proof that an intern has been hired.**

Over the course of the internship, the Foundation will be checking in with the internship supervisor(s) for your county to ensure that the internship is going smoothly. The Foundation will also be visiting certain counties to interview the intern(s) and supervisor(s) and to take photos to promote the program. All visits will be scheduled prior to arrival. If you have any questions or concerns, please contact me at mnesmith@accg.org or at 404-992-8737.

Thanks again for your participation in this program.



Georgia County Internship Program (GCIP) County Check List

- ☐ Read all provided information before completing required forms
- ☐ The CAF will provide a signed **Grant Agreement**. The **Grant Agreement** needs to be approved by the County Board of Commissioners at a Board meeting, signed, and returned to the Foundation **as soon as possible**. The **completed Grant Agreement should be uploaded to the GCIP portal**.
- ☐ Upload the **Internship Job Description** to the GCIP portal and begin advertising and recruiting **as soon as possible**
- ☐ Complete the **County and Intern Information Requirements** on the GCIP portal **at the beginning of the internship, but no later than July 1, 2025**
- ☐ Upload the signed **Intern Consent Form** to the GCIP portal **at the beginning of the internship, but no later than July 1, 2025**
- ☐ Upload photos of the Intern (headshot and action shots) to the GCIP portal by **July 15, 2025**
- ☐ Upload proof of hire (copy of **Offer Letter** and **E-Verify Usage and Acknowledgement Form**) to the GCIP portal by **October 10, 2025**
- ☐ Upload proof of payment and complete the **Grant Reimbursement Request** on the GCIP portal by **October 10, 2025**
- ☐ Intern should complete the **Intern Evaluation Survey** by **October 10, 2025**



Georgia County Internship Program (GCIP) Frequently Asked Questions

Will the grant contract need to be approved by the board of commissioners?

Yes. The contract needs to be approved by the board of commissioners and entered on the minutes as required by state law at O.C.G.A. § 36-10-1.

What qualifications does an intern have to meet?

The program is open to undergraduate and graduate students from a variety of educational backgrounds, provided a student's abilities are appropriate to the intern project proposed by the county. Since county governments provide a wide range of services, counties are encouraged to be creative in proposing internship opportunities across diverse areas of study from engineering and law to human resources and veterinary sciences.

Recent college graduates may be selected for an internship provided they can provide proof that their graduation was within one year of the start date of the internship. High school students who are dually enrolled in a college program **and** are 16 years of age or older may also participate.

How many hours should an intern work and how should this time be scheduled?

GCIP grant funds will pay internship costs for up to a maximum of 200 internship hours. It will be up to the county and the intern to determine the work schedule in terms of the number of hours worked per week and total number of weeks to be worked. It is recommended that the minimum number of hours worked per week is 15.

If a grant for multiple interns is awarded to a county, this does not mean each intern has to work the same schedule or the same number of hours as long as the total number of hours worked under the grant does not exceed 200 for any one intern.

When can internships be completed?

A student may start an internship at any time during the applicable Grant Period. Students must complete their internship no later than the last day of the applicable Grant Period.

What if my intern doesn't complete the full 200 hours?

Interns are not required to work a total of 200 hours for the county to receive the grant, although the Foundation will only reimburse the county under the grant based on the actual number of hours worked if less than 200.

While GCIP grant funds cannot be provided past the applicable Grant Period, a county and an intern can extend the duration of any internship based on mutual agreement. All expenses incurred beyond the grant period will be paid by the county.

My county was awarded one internship. Can I split the grant to hire two interns?

Yes. If a county was awarded a grant for one intern and later determined that more than one intern was needed, the grant can be split into two 100-hour internships if the county abides by all the requirements of the grant agreement. However, the Foundation must first be contacted to ensure the requested split meets all the grant requirements. The grant for one intern cannot be split into more than two 100-hour internships.

How much do interns get paid under GCIP and how is this funded?

The county pays the intern directly and the Foundation reimburses the county for all approved costs after all required paperwork has been provided.

The wage for interns for the 2025 grant period is \$15.00 per hour. Interns cannot be paid less than \$15.00 per hour. The total hourly pay for a maximum 200-hour internship may not exceed \$3000 in wages, \$229.50 in FICA, and up to \$30 in workers' compensation costs for a maximum reimbursement of \$3259.50 per intern. An intern paid using GCIP grant funds must be covered under the county's workers' compensation plan.

If a county wants to pay an intern more than \$15.00 per hour, that amount over \$15.00 will need to be paid by the county along with the additional FICA and workers' compensation costs applicable to the additional salary. The GCIP grant does not cover wages paid over \$15.00 per hour, nor does it pay for more than 200 hours of employment during any grant period.

Can the county extend the internship beyond the 200 hours/grant period?

Yes, but the county will be responsible for all related costs beyond the 200 hours and timeframe provided in the grant agreement.

What if an intern needs academic credit?

If a student wants to obtain academic credit for the internship, it will be the responsibility of the county to work with the student and the student's academic institution to fulfill this requirement. The Foundation is not responsible for securing academic credit or certifying work performed by the intern for this purpose.

What if my county has already hired an intern for the grant period?

If a county already has identified an intern who meets the requirements for this program for a specific Grant Period, the county is eligible to receive grant funding for that intern as long as it submits all required application materials by the applicable deadline and is selected to receive a grant. Note that the internship must be completed within the applicable Grant Period.

Who is responsible for recruiting interns?

It will be the responsibility of the county to recruit and hire their intern. This requires advertising through the county website, area technical colleges and universities, contacting department heads of colleges, etc. The county is also responsible for selecting applicants to interview, interviewing, and hiring interns.

The Foundation will assist in this process by posting county positions on its website, www.civicaffairs.org, to provide statewide exposure to interested students and sharing these postings with career service directors across the state. The Foundation may also advertise available positions at varying college and university job fairs during the spring semester. If needed, the Foundation can further assist in this process if the county needs additional assistance or direction on how to recruit interns.

The Foundation highly encourages the county to post the internship position on [Handshake](#) or similar collegiate online recruitment platforms used widely by students and academic institutions. Posting the internship position on these platforms, in addition to the county website and on social media, can be an effective way to recruit students.

How will my county submit the required documentation for the grant?

We ask that counties submit all required documentation and forms through the online GCIP Grant Portal. Training will be provided on how to use the grant portal. If you encounter any technical issues or need assistance with the portal, please contact the Foundation immediately.

What happens if a county is not able to recruit an intern for its GCIP grant?

If no intern can be identified, the GCIP grant will be rescinded for that grant period.

What if the grant project cannot be performed as provided in the county application? Contact the Foundation immediately to see if a possible accommodation can be made. Grant awards are based on competitive scoring related to the project submitted. As such, grant projects should be performed as described. If an accommodation cannot be made, the grant will be rescinded.

Can interns perform private projects for elected officials or staff?

No. Interns are not allowed to work on projects that are not county-related. The purpose of the internship is for the student to learn about county government through a project that benefits the county, not a county staff member or elected official.

Can interns work on political campaigns?

Interns funded by GCIP are prohibited from participating in any type of political campaign work.



Georgia County Internship Program

County Intern Supervisor's Guide

Welcome to the Georgia County Internship Program!

We are excited that you are participating in the Georgia County Internship Program (GCIP). Over the following months, you will have the opportunity to work with a student or recent graduate who is interested in learning about how communities and governments operate at the local level. Outside of working for a county or city it is very difficult for students to learn practical lessons about local government. It is our hope that this internship with your county not only will provide a valuable education on the operations of local government but may also help to motivate the student to consider a career in public service.

Serving as an Internship Supervisor is a big responsibility and will require a significant time commitment. As an Internship Supervisor, it is necessary to oversee all daily assignments and projects, provide direction and feedback and ensure that the intern has adequate workspace and needed resources. It is your responsibility that all the requirements for the program are met. These requirements are necessary to ensure that the student gets the most out of his or her internship experience.

The best way to have a successful internship program is to prepare as much as you can for the intern before he or she arrives. Please take a moment to look over the materials contained within this manual. These materials were prepared to ensure that you have adequate resources to take you from the beginning to the end of the internship process. We encourage you to use these materials both to help you prepare for the arrival of your intern and to keep your intern on task so that projects are completed in a timely manner.

We wish you the best of luck with the internship and hope that your county decides to participate in the GCIP in the future. Please continue to visit our website at www.civicaffairs.org to learn more about project ideas and how other counties are utilizing interns.

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The Interview Process

While the Association County Commissioners of Georgia Civic Affairs Foundation (Foundation) helps to promote GCIP internship positions, counties are ultimately responsible for recruiting and hiring their intern. It is highly recommended that the county posts the internship position on the county website where jobs are advertised as well as post on area college student recruitment websites. Once applications for the internship position are received by the county, you will need to begin the interview process. Please schedule at least thirty minutes per interview to provide ample time to get to know each student or recent graduate. Once you have scheduled an interview, be sure to send a reminder confirmation along with directions to your office to the interviewee. It may be beneficial to include parking information, especially if your department does not have adequate parking available.

Sample Intern Interview Questions

1. What attracted you to this internship opportunity?
2. How does this internship fit into your schedule and educational goals?
3. What do you hope to gain from this experience?
4. Do you have any knowledge or experience with local government issues?
5. [Describe position/ project details] What coursework or former work/volunteer experience do you think best prepared you for a position like this?
6. Do you have experience working with customers/clients?
7. Any questions?

Sample Internship Offer Letter

Dear _____,

It is with great pleasure that I offer you the position of _____ internship with _____ County. The intent of the Georgia County Internship Program is to provide outstanding students the opportunity to receive a “hands on” understanding of the inner workings of county government.

The position that you are being offered begins _____ and ends _____. During your internship, I will be your supervisor and will review your progress toward the timely completion of all assignments on a regular basis. By accepting this position, you are committing to work _____ hours a week on a regular weekly schedule to be determined at the start of the internship. You will be responsible for notifying me in advance if you will be absent on days that you are scheduled to be in the office. You will be paid _____ (weekly/monthly) at an hourly rate of \$_____ (there are no benefits associated with this position.) As part of the _____ County team, it will be important to note and adhere to _____ County’s standards regarding office conduct and work rules.

The projects that you are assigned will involve issues affecting county governments. These projects will be substantially, if not completely, your responsibility. At least one of these projects will result in a tangible work product at the completion of the internship. In addition, you may be assigned smaller research-related and administrative duties. It is our intention to ensure that the work that you will be assigned will result in a meaningful learning experience for you.

I look forward to working with you, and I thank you in advance for your contribution to _____ County.

Sincerely,

_____ County Internship Supervisor

Sample Internship Rejection Letter

Dear _____,

I enjoyed meeting with you on _____ regarding the _____ internship position with _____ County. I was very impressed with your resume and qualifications and thought that you presented yourself in a very professional manner over the course of the interview.

We received numerous applications for this position and in that we had many well qualified applicants, it was difficult to make the final selection. While your credentials were impressive, we have chosen another candidate at this time.

Please remember that you may re-apply for another internship position in the future as those become available. I wish you the best of luck with your future academic and career endeavors.

Sincerely,

_____ County Internship Supervisor

Before the Intern Arrives – Checklist

Prior to the new intern's arrival, it will be helpful to address some of the items listed below to ensure that the intern will be able to function in and around the office once he or she starts work. By completing these items ahead of time, you will be able to smoothly transition the intern into your office so that he or she can begin daily activities and assignments immediately upon arrival.

☐ **Prepare an Intern Manual**

Intern Manuals are a great way to provide your intern with basic information about your office and its operation. The following list suggests general information that should be applicable for most offices. It may be helpful, in the event your intern is the first for your county, that you have the intern put together a more thorough manual as a project so that you can use it with future interns.

- Intern Expectations (Duties, Hours, Dress Code, Timesheets/Payroll, etc.)
- Office Personnel and Procedures Manual, if available
- Office Staff Information (Phones numbers, Office numbers)
- "How To" Section (How to operate phones, copier, fax, office equipment, etc.)
- Transportation (Parking, Transit options)
- Local Areas of Interests (Lunch options, Nearby ATMs/Banks)
- Helpful Resources for completing assignments (Websites, Manuals, etc.)

☐ **Develop a timeline of assignments and projects, including tentative due dates (see the sample Work Plan)**

☐ **Set aside space for the intern to work (desk, office, cubicle, etc.)**

☐ **Set up passwords for computers and/or phones if needed**

☐ **Order name badge or employee ID if required**

☐ **Send email to the intern regarding the 1st day of work (provide instructions on any documentation the intern needs to bring, appropriate dress, where to park, where to report to, etc.)**

☐ **Set up a New Intern Breakfast/Luncheon to introduce the intern to the office staff (if resources are available)**

☐ **Make arrangements with the Human Resources Department to schedule a time for the intern to be properly processed on the first day (fill out county personnel information, grant paperwork, etc.)**

Sample Internship Project Plan

_____ County

Project Assigned:

Project Details:

Project Deadline:

Recommended Resources:

(Insert time frame) Tasks:

(Insert time frame) Tasks:

Mid-Project Review Date:

(Insert time frame) Tasks:

Final Project Review Date:

Processing the Intern on Arrival

Once the intern arrives, the Human Resources Department will need to meet with the intern so that he or she can fill out all applicable paperwork required by the county and required by the GCIP grant. All interns must be covered under the county's workers' compensation plan and should be processed as an employee of the county. Interns should be verified through the E-Verify program just as any other new hire for the county. The county is required to submit the E-Verify Acknowledgement Form to the Foundation as proof of this requirement.

GCIP grant-paid interns are also required to complete and submit the Intern Consent Form and Intern Information Requirements to the Foundation as part of the grant paperwork.

Establishing Goals for the Internship

On the first day of work, it is very important to meet with the intern to establish the goals that you want him or her to achieve during the internship. This should include discussion of projects, proposed timelines, available resources and general information about your expectations.

Furthermore, it is also very important over the course of the internship that you schedule periodic and regular meetings to ensure that the intern is meeting the required plan of action.

The following page provides a sample work plan you may wish to use for your county's program. Note that your work plan may not need to be as detailed as the one shown below, but it should contain at least one mid-term review of the project and the intern's performance. Not only will a work plan help the intern stay on track, it will also help you to adjust the workload in the event you need the intern to focus on certain tasks more than others due to changing priorities.

Sample Internship Work Schedule (for a 12 Week Internship)

Sample Project Assigned: Create a Record Retention Schedule and Record Management Database and Provide Instructions on How to Use Both

Project Details: By using Microsoft Access, create a database which will store all records for the county manager's office that provides for searchable categories. Using the local government retention schedule provided by Georgia Archives, develop a retention plan for all the records provided within the county manager's office.

Project Deadline: End of Internship

Sample Project Schedule:

Weeks 1-4: Review all records currently in manager's office. Provide an inventory of each record.

Weeks 5-6: Using the local government retention schedule listed on the Georgia Archives website, divide all records inventoried into categories based on the schedule.

Weeks 7-8: Meet with county manager and IT director about the records inventoried and discuss implementation of the retention schedule. Discuss suggested schedules for the documents identified and create schedule based on meeting outcome.

Weeks 9-10: Create database and input approved inventory list by category. Create queries as needed.

Weeks 11-12: Draft directions on how to use database and retention schedule

County Considerations for Future Internships

The Foundation hopes that your county's experience with the Georgia County Internship Program is a success. Before applying for future GCIP grants, it may be helpful to review the following questions to ensure that your county is getting the most out of the program.

Questions about the Project(s) Assigned:

1. Was the intern able to complete the project assigned within the time allowed? If not, why?
2. Did the intern have too much "down time"? Was enough work available for the intern?
3. Was the type of project assigned suitable for the student hired (high school, college, or graduate student)? Was it too challenging or not challenging enough?
4. Is there enough project work available for a future internship?
5. What type of future projects does your office need assistance with that would be suitable for an intern?

Questions about Supervision of the Intern:

1. Did your schedule permit you to be available to assist the intern by answering questions and/or providing input on a project?
2. Were you able to provide the intern with detailed, clear instructions on how to complete a project?
3. Did the intern have other staff members who could answer questions and provide assistance?
4. Should you increase or decrease the number of interns requested for the GCIP grant period based on your availability to supervise?

Questions about Possible Future Requests for GCIP Intern Grant Support:

1. Did the previous intern have the right skill set for your office?
2. Should you change the skill or academic qualifications required for the next intern?
3. Are high school, undergraduate, or graduate students better suited for the types of projects that your office provides?
4. Did the applicants that interviewed for the previous internship meet your expectations and/or have the right type of qualifications for the position?
5. Was your previous internship posting detailed enough to generate interest?

COUNTY AGENDA REQUEST

Page 235 of 310

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval to apply for FY26 Accountability Court Operating Grant in the amount of \$156,289 with a match of \$23,443.

Background/History/Details:

The Accountability Court Operating Grant serves as our primary funding source for sustaining the accountability court program. Without this funding, we would be unable to operate. We respectfully request approval to apply for \$156,289 through this grant, which will support the salaries of the coordinator and case manager, training, law enforcement supervision, drug testing, and both individual and group treatment services. These services are essential for maintaining good standing with the Council of Accountability Court Judges.

What action are you seeking from the Board of Commissioners?

Approval to apply for FY26 Accountability Court Operating Grant in the amount of \$156,289 with a match of \$23,443.

If this item requires funding, please describe:

Once awarded, funding will be requested in Accountability Court M&O 21420330-521316-DUI for the FY26 budget.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Intro Page

Person Name	Email	Phone Number	Committee Personnel	Committee Personnel Phonenumber
Jourdan Crawford	jcrowford@fayettecountyga.gov	7707164328	Jourdan Crawford	7707164328

Court Name	Judicial Circuit Court	Primary Program Accountability Court	Secondary Program Accountability Court	Courtlevel	Implementation Court
Fayette County DUI and Veterans Treatment Court	Griffin	DUI Court	Veterans Court	State	Fayette County DUI and Veterans Treatment Court

Total Requested Funds

Sources	Requested Funds	Matched Funds	Total Budget Amount
Personnel	110,947	0	110,947.20
Contract Services	40,210	23,443	63,653.35
Drug Testing Supplies	0	0	0.00
Other Costs	0	0	0.00
Equipment	0	0	0.00
Training and Travel	5,132	0	5,131.90
Transportation	0	0	0.00
Total CACJ funds	156,289	23,443	179,732.45

Consent #10

BOARD OF COUNTY COMMISSIONERS

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



FAYETTE COUNTY, GEORGIA

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

140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

MINUTES

February 13, 2025
5:00 p.m.

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

OFFICIAL SESSION:

Call to Order

Chairman Lee Hearn called the February 13, 2025 Board of Commissioners meeting to order at 5:02 p.m. A quorum of the Board was present.

Invocation and Pledge of Allegiance by Commissioner Eric Maxwell

Commissioner Eric Maxwell offered the invocation and led the audience in the Pledge of Allegiance

Acceptance of Agenda

Vice Chairman Edward Gibbons moved to accept the agenda as written except for item #5. Commissioner Charles Oddo seconded. The motion passed 5-0

PROCLAMATION/RECOGNITION:

1. Presentation by Fayette County's auditing firm, Nichols, Cauley & Associates, LLC, of the results of the Fiscal Year 2024 annual audit.

Gregory Chapman with Nichols, Cauley & Associates, LLC provided the Board with a brief outline of the results of the Fiscal Year 2024 annual audit. Mr. Chapman stated that the responsibility of his firm was to perform an audit over the financial statements. He stated that this audit was performed in accordance with Auditing Standards Generally Accepted in the United States of America (GAAS) and Government Auditing Standards (GAS). Mr. Chapman stated that they did consider the internal control structure of the County, however, they did not express an opinion based on the internal control as a part of the audit. He stated that their objective was to provide reasonable, not absolute, assurance that the basic financial statements were free from material misstatement. He noted that the financial statements were the responsibility of the County's management. They do assist with the preparation of the financial statements but only with the information provided. Mr. Chapman continued stating that the audit was an unmodified "clean" opinion on the basic financial statements, presented fairly in accordance with accounting principles generally accepted in the United States of America (GAAP). Mr. Chapman stated that the financial report was provided to the Department of Audits in accordance with state law and submitted to the Government Finance Officers Association (GFOA).

He stated that as a part of the audit they were required to provide certain communications to the Board, those letters along with the audit report was provided in December 2024. He continued stating that they received full cooperation with the County's management, staff, and others. He noted that Nichols Cauley & Associates, LLC was independent with regard to the County and

its financial reporting process. Mr. Chapman briefly outlined the financial highlights discussing various trends as it related to property tax, Local Occupational Sales Tax (L.O.S.T) and the millage rate, as well as a high-level overview of General Funds expenditures, the 2024 Capital Investments, and the Enterprise Fund. He acknowledged that Fayette County had received the GFOA Certificate of Achievement for Excellence in Financial Reporting for their 2023 reporting. He noted that this was the 30th consecutive year of Fayette County receiving this recognition. Only 27 counties in Georgia (out of 159 counties) have received this award for 2023. He concluded with his appreciation to the Board for the opportunity to serve Fayette County.

Commissioner Oddo stated that although not mentioned, Nichols, Cauley & Associates, LLC also participated in a peer review, which he felt was important for the public to know, to help understand and appreciate the quality of the analysis the County received.

Mr. Chapman stated that this was ultimately an audit of their audits. An independent firm would come in and conduct a "peer review" where his firm goes through an audit-like review to ensure they were following the quality control standards that are in place for financial consulting firms. He noted that they received a clean opinion called a "pass report" with no deficiencies via their last review.

Mr. Rapson asked how many clean reports the County had received over the last 13 years.

Mr. Chapman stated that Fayette County had received 13 clean reports over the past 13 years.

Chairman Hearn expressed his appreciation for Mr. Chapman and his firm for their efforts in conducting the audit. He commended the Finance Department for their continued hard work and dedication in getting this reporting done.

PUBLIC HEARING:

PUBLIC COMMENT:

Lotte Commerford, Lynne Lasher, Tracy Florczak, and Cynthia Saracino made public comments.

Commenters expressed concerns and frustration regarding disappointment with some of the plans for the Animal Shelter-Phase II they noted that there was no need for a horse barn in Phase II. Other comments expressed the need to review the size and number of kennels and issues with the RO/holding area, the need for increased cat care and programs, capacity issues, and the need for continued county and citizen/community engagement and cooperation. Commenters asked the Board to please do their due diligence in the construction of the Animal Shelter Phase II. Comments also highlighted some improvements at the Animal Shelter over the past several months including adoption programs, increased transparency, heightened community involvement and increased volunteering.

Issac Logan of Fayetteville expressed his desire for the Board of Commissioners Meetings to be moved to a more reasonable [back to 6:00p.m] time that would allow for more citizens to attend.

Douglas Brantley of Fayetteville expressed his desire for the Board to review and consider the offer he presented for his property at 150 Honeysuckle Lane. He noted that there had been ongoing issues with the property caused by flooding and his land being washed away over the past several years. His concerns had been brought to the Board. Mr. Brantley stated that all he wanted was a fair price for his property.

Michael Cheyne of Fayetteville expressed his concerns and disappointment regarding the handling of HB581 by the Board. He noted that he would have expected public acknowledgement by the Board of their decision to opt-in to HB581. He stated that he felt there was a different/better approach the Board could have utilized that would have served the citizens. Mr. Cheyne stated that he felt that there should have been more education to the public regarding HB581; prior to the vote via the legislature as well as before the opt in/out deadline. This would have afforded the Board the appropriate time to investigate HB581 potential impacts and assisted in determining if opting in or out was the best decision. He also stated that he would like to see an annual report

regarding the loss revenue as a result of HB581. Mr. Cheyne also expressed his concern regarding recycling in the County. He asked where citizens could go for recycling.

CONSENT AGENDA:

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

- 2. Approval of the annual Budget Calendar for Fiscal Year 2026, which begins July 1, 2025 and ends June 30, 2026.**
- 3. Approval of a FY23 Byrne State Crisis Intervention Specialized Court-Based Program Solicitation grant award for a DUI Accountability Court Peer Support Specialist, in the amount of \$5,220, with no match.**
- 4. Approval of the January 23, 2025, Board of Commissioners Meeting Minutes.**

OLD BUSINESS

- 5. Request to amend Fayette County Code, Chapter 104 - Development Regulations, Article VII. Watershed Protection. This item was tabled at the January 23, 2025 Board Meeting.**

This item was pulled from the agenda.

NEW BUSINESS:

- 6. Request to approve the updated plans related to the Animal Control building external upgrades for 2023 SPLOST R23AF (Walking Trails and Livestock Building), along with approval to reallocate \$1.2M of 2023 SPLOST to fund the estimated project costs.to approval updated plans related to the Animal Control building external upgrades for 2023 SPLOST R23AF (Walking Trails and Livestock Building), along with approval to reallocate \$1.2M of 2023 SPLOST to fund the estimated project costs.**

Animal Shelter Director Tracy Thompson, provided the Board an overview of the proposed plans related to the Animal Control Phase II. Ms. Thompson stated that the existing facility updates and repairs would run concurrently with the Phase II projects. Temporary downspout drains have been installed to shed water away from building. Phase II would install a permanent pipe and drainage solution. She noted that commercial grade washers and dryers were being installed. Plans for additional ventilation/exhaust fans were underway and would be installed in the existing building, with completion of Phase II, the indoor kennels would be reconfigured to 16 larger kennels with the option to split the kennels, as needed if there was a large intake of animals. The R/O kennels would be reconfigured to allow for safer handling of the animals. Ms. Thompson stated that the Animal Shelter Project Phase II was approved as part of the 2023 SPLOST, with an initial budget of \$500K. The Board approved a reallocation of SPLOST Funds on June 13, 2024, which allocated an additional \$500K to the project, totaling \$1M. The Phase II Concept Plan included 24 new kennels, a livestock barn, walking trails, pavilions, benches, multipurpose fenced areas, and landscaping. The primary focus on this project will be the barn, kennels and a primary hardscape walk trail. Design for Phase II would start immediately upon the Board's approval of a concept. She noted that a press release requesting public engagement with links to the Phase II Concept Plan and a comment card was made available on the Fayette County Website. Materials were also distributed by email and social media. The public comment period was open December 13 - January 10, 2025. Display boards and comment cards were available at the Fayette County Library and the Fayette County Animal Shelter. An Open House was held on January 7 from 4 pm – 7 pm in the Board of Commissioners Public Meeting room. Eighteen (18) citizens attended plus press and staff. Mr. Thompson advised that Fayette County received 17 comment cards. Additional public comments were sent via email. Review of public comments and comment cards showed an overwhelming support for improvement of the current facility. She highlighted a summary of the public comments noting that there was strong support for the additional Kennel Building with indoor/outdoor access. There was varying support regarding the need for climate control, most favored ambient air with

strong ventilation. Support for walking trails, dog runs, soft surfaces with mulch, shade structures, and a fence around the property. Recommendation for purchase of software to track animal intake and medical history. Comments indicated additional software could assist in optimizing chances of adoption. Software installation was underway. Questions were asked about the need/benefit of the livestock barn, pavilions, and gazebos. Suggestions were made for the barn to be designed to accommodate other uses when not used to house large animals. Sydney Thompson, Landscape Architect with Pond & Company provided a high-level overview of the Animal Shelter Phase II master plan conceptual design reviewing possible placement/layout of the livestock building, kennels, walking trails, pavilions, and agriculture. Ms. Thompson reviewed options for the walking trail materials, as well as pavilion and kennel designs.

Mr. Rapson stated that once Phase II was completed the current number of kennels [in the Animal Shelter] would be ratcheted down to sixteen (16) with an additional 24 kennels being constructed in Phase II totaling 40. He noted that because of the flexibility in the design of the kennels that number could extend to 50 available kennels. He continued stating that one of the tasks Ms. Thompson was charged with as the Director was prepping the Animal Shelter to serve Fayette County over the next 20 years and 50 kennels would assist in facilitating that. He stated that once Phase II was completed additional staff would be needed and that would be included in next year's budget. Mr. Rapson noted that with Phase II the goal was to incorporate feedback and input from residents and stakeholders regarding updates needed in Phase I of the Animal Shelter. Mr. Rapson stated that the barn/livestock building was only a small component of the design to house pigs, horses, sheep and would include kennels that could be used for other animals. He noted that this facility would handle all these needs and meet agricultural standards. He stated that via all the input and feedback received over the past two years would be addressed in Phase II. Mr. Rapson stated that the 2023 SPLOST Animal Shelter project included a very focused plan and since then the project had radically expanded to include the barn/livestock building and the walking trails, pavilions and would address some of the concerns expressed over the past two years.

Commissioner Charles Rousseau asked if the conceptual design was included in the current request.

Mr. Rapson stated that the \$1.2M being requested should address and fund everything outlined in the conceptual master plan.

Commissioner Rousseau asked if there was still some cost savings via various SPLOST projects within the County.

Mr. Rapson stated that was correct and the County was also accumulating interest that had not been allocated.

Commissioner Rousseau asked about the types of surface materials being considered for Phase II construction.

Ms. Thompson stated that she was aware that there had been concerns regarding the types of kennels used in Phase I as it related to durability. She also noted that they were also evaluating the types of materials used along the walking trails, specifically considering summer weather and the safety of the animal paws.

Commissioner Rousseau thanked citizen volunteers and those advocating for their acknowledgement of improvements at the Animal Shelter and for their continued engagement. He also extended a job well done to Animal Shelter Director Tracy Thompson.

Commissioner Oddo asked if the fence at the facility would be completed in Phase II.

Mr. Rapson stated that the black fence on site was actually a WASA (Water and Sewer Authority) property line fence they advised that funds were being allocated to extend it. He added that fencing along the back of the property would be fixed to ensure the site was secure.

Commissioner Oddo asked if some of the kennels proposed in Phase II was open to the outside.

Ms. Thompson (Pond) stated yes, the kennels would have direct access to the outside. There would be a portion of the kennel separated via guillotine door that would allow a dog access to the outside without direct contact.

Commissioner Oddo also asked if the roof would overhang the open-air kennels.

Ms. Thompson (Pond) stated that the current model had the building fully enclosed, but it was likely there would be clearstory windows with open air at the top portion of the wall, at least in some areas, including large fans which would be more hygienic for the dogs.

Vice Chairman Gibbons moved to approve the updated plans related to the Animal Control building external upgrades for 2023 SPLOST R23AF (Walking Trails and Livestock Building), along with approval to reallocate \$1.2M of 2023 SPLOST to fund the estimated project costs. to approval updated plans related to the Animal Control building external upgrades for 2023 SPLOST R23AF (Walking Trails and Livestock Building), along with approval to reallocate \$1.2M of 2023 SPLOST to fund the estimated project costs. Commissioner Oddo seconded.

Chairman Hearn asked Ms. Thompson based on her experience and expertise was she comfortable and confident that this was the right direction and what was needed at the Animal Shelter.

Ms. Thompson stated yes. She noted that she had been through several shelter builds and the open-air ventilation, the outdoor/indoor kennels along with the kennel size all contribute to happier and healthier animals both mentally and physically ultimately making it easier for the animals to be placed.

Chairman Hearn stated that this provided him comfort and stated that he wanted the project done right. He expressed his appreciation for continued improvements at the Animal Shelter and to Ms. Thompson, her leadership and her team and their efforts, it had not gone unnoticed.

Vice Chairman Gibbons moved to approve the updated plans related to the Animal Control building external upgrades for 2023 SPLOST R23AF (Walking Trails and Livestock Building), along with approval to reallocate \$1.2M of 2023 SPLOST to fund the estimated project costs. to approval updated plans related to the Animal Control building external upgrades for 2023 SPLOST R23AF (Walking Trails and Livestock Building), along with approval to reallocate \$1.2M of 2023 SPLOST to fund the estimated project costs. Commissioner Oddo seconded. The motion passed 5-0.

7. Request to award Contract #2506-P in the amount of \$1,047,500.00 to MEJA Construction as the Fayette County Multi-Use Recreational Building Construction Manager at Risk.

Tim Symonds, Project Manager, stated that this was a request to award Contract #2506-P in the amount of \$1,047,500.00 to MEJA Construction as the Fayette County Multi-Use Recreational Building Construction Manager at Risk. Mr. Symonds state that the proposed Multi-Use Recreational Building project located at Kiwanis Park would be delivered through Construction Management at Risk (CMAR). The CMAR provided professional services and design advice as part of the project during the design and development of the project. The CMAR developed a Guaranteed Maximum Price (GMP) for the project, and this would be brought back to the Commissioners for approval at a later stage. The CMAR appointment process was managed through the County Purchasing department. An RFP was issued, and eight (8) qualifying returns were received. The proposals were scored for technical merit by the selection after these scored were aggregated, the financial part of the proposals were opened, MEJA Construction received the highest score. Given the recent performance of MEJA on two recent County projects and the same project team being proposed, it was felt that it was unnecessary to have an additional interview stage.

Commissioner Maxwell raised his concerns regarding the rating and scoring in review of the bids received in an effort to ensure the most qualified proposal was selected.

Mr. Symonds stated that in reviewing the scores Reeves Young scored 57.4 on technical merit with less than two points between them and the top three proposals, with MEJA coming in second with 56.4 and Hogan Construction scoring third 56.2 so at the top, the scores were actually very close. He continued stating that the technical merit scoring depended on reviewing the project personnel being proposed as well as their previous experience and the way they would approach the project. He noted that the scoring of the selection committee showed that because Reeves Young had done several similar projects they came out on top. However, what counted against them was that they were headquartered further away as well as other factors. In considering the financial merits of the proposals Reeves Young were a gigantic construction firm and their overhead and price was a contributing

factor. Conversely MEJA operated in a much more frugal, economic way and headquartered. This was reflective in their price estimates.

Mr. Rapson briefly provided a scoring breakdown highlighting both the technical and financial merit scoring. He concluded stating that MEJA beat Hogan in all categories on a technical basis and just completed a project in Fayette County \$1M under budget, on time, with no issue and no unnecessary change orders.

Commissioner Maxwell expressed his frustration regarding comments regarding deals being made with commissioners from another county. He noted he had no idea what they were referring to. He did know however, that this request was vetted through the process, efficiently scored and awarded accordingly.

Vice Chairman Gibbons stated that over 27 years of experience via the military writing and evaluating proposals and awarding contracts and 12 years as a Contractor. He noted that this request was a best value competition which always evaluated technical merit including relevant experience and cost. The scores were based on 70% technical merit and 30% cost and by combining these scores the winner was MEJA. He noted that he had never seen a contract via the government in a best value competition done any other way. He also noted that there were five different evaluators on the selection board, and he was not one of them nor were any of the other members of the Board.

Vice Chairman Gibbons moved to approve Contract #2506-P in the amount of \$1,047,500.00 to MEJA Construction as the Fayette County Multi-Use Recreational Building Construction Manager at Risk. Commissioner Oddo seconded. The motion passed 5-0.

8. Request to accept the FEMA/GEMA (Federal Emergency Management Agency/Georgia Emergency Management Agency) Hazard Mitigation Grant to replace the emergency generator for the Crosstown Water Treatment Plant with a total project cost of \$ 4,156,907.26.

Water System Director Vanessa Tigert stated that this request was seeking Board approval to accept a FEMA/GEMA (Federal Emergency Management Agency/Georgia Emergency Management Agency) Hazard Mitigation Grant in the amount of \$4,156,907.26 for two emergency generators at the Crosstown Water Treatment Plant.

Vice Chairman Gibbons moved to approve to accept the FEMA/GEMA (Federal Emergency Management Agency/Georgia Emergency Management Agency) Hazard Mitigation Grant to replace the emergency generator for the Crosstown Water Treatment Plant with a total project cost of \$ 4,156,907.26. Commissioner Oddo seconded.

Commissioner Rousseau asked if the County would have to build or had already built the underground storage tanks.

Ms. Tigert stated the new generators would be natural gas powered however we do have underground tanks that were inspected annually for the current temporary generators.

Chairman Hearn highlighted that via this grant FEMA share was \$3,741,216.53 the State Share was \$166,276.29; the Local Share was \$249,414.44 totaling a Project Cost of \$4,156,907.26.

Ms. Tigert noted that typically the standard local match was 10%, however, because the Fayette County Fire and Emergency Services maintained such a good Hazard Mitigation Plan approved by FEMA our match was reduced.

The Board expressed a thank you and job well done to Emergency Management Director Brian Davis with Fire and Emergency Services.

Vice Chairman Gibbons moved to approve to accept the FEMA/GEMA (Federal Emergency Management Agency/Georgia Emergency Management Agency) Hazard Mitigation Grant to replace the emergency generator for the Crosstown Water Treatment Plant with a total project cost of \$ 4,156,907.26. Commissioner Oddo seconded. The motion passed 5-0.

9. Request to approve the Planning Commission Selection Committee's recommendation to reappoint James Oliver to fill an open term expiring December 31, 2027.

Planning and Zoning Director Debbie Bell stated that this request was seeking Board approval to reappoint James Oliver to fill an open term expiring December 31, 2027.

Commissioner Oddo moved to approve the Planning Commission Selection Committee's recommendation to reappoint James Oliver to fill an open term expiring December 31, 2027. Vice Chairman Gibbons seconded. The motion passed 5-0.

10. Request to approve the Zoning Board of Appeals Selection Committee's recommendation to appoint Kyle McCormick to fill an open term expiring December 31, 2027.

Ms. Bell stated that this request was seeking Board approval to appoint Kyle McCormick to fill an open term expiring December 31, 2027.

Vice Chairman Gibbons moved to approve the Zoning Board of Appeals Selection Committee's recommendation to appoint Kyle McCormick to fill an open term expiring December 31, 2027. Commissioner Oddo seconded.

The Board thanked Mr. McCormick for his willingness to serve.

Vice Chairman Gibbons moved to approve the Zoning Board of Appeals Selection Committee's recommendation to appoint Kyle McCormick to fill an open term expiring December 31, 2027. Commissioner Oddo seconded. The motion passed 5-0.

ADMINISTRATOR'S REPORTS:

Hot Project Report

Mr. Rapson updated the Board on the projects including the Parks and Recreation Multi-Use Facility, Starr's Mill Tunnel, Coastline Bridge Improvements, Cedar Trail Culvert Replacement, Public Health building, and Water System Update on the AMI project.

Mr. Rapson advised that an email was sent out to the Board regarding emergency repairs for a major roof leak at the Public Health Facility. He noted that Purchasing had already went through a competitive bid process to award this project and it would be placed on the upcoming agenda to be ratified by the Board.

ATTORNEY'S REPORTS:

Notice of Executive Session: County Dennis Davenport stated that there were eleven items for Executive Session. Five items involving real estate acquisition, three items involving threatened litigation, two items involving pending litigation and the review of the January 23, 2025 Executive Session Minutes.

COMMISSIONERS' REPORTS:

Vice Chairman Gibbons

Vice Chairman Gibbons extended a congratulations to staff on another successful audit, job well done.

In response to comments made regarding HB581 he noted that the Board could not advocate to the voters on how to vote.

Mr. Davenport stated that was correct, the Board as an elected body could only educate the electorate providing information and ensuring they were aware that something was out there. But in no way could the Board influence the vote one way or the other.

Vice Chairman Gibbons also noted that the County CFO, Sheryl Weinmann, presented an overview presentation regarding HB581 in January 2025.

Mr. Rapson added that she had conducted a couple of HB581 including the one presented before the Board in January.

Vice Chairman stated that he had also attended other meetings with elected officials throughout the County regarding HB581, in addition to the HB581 presentation presented to the Board where they also received legal guidance on appropriate actions the Board should take regarding HB581.

Commissioner Rousseau

Commissioner Rousseau asked Mr. Rapson to investigate claims regarding non-Peachtree City residents not being allowed to process recycling at their facility.

He noted that he hoped the County was evaluating alternative options for County residents who would like to recycle.

Commissioner Rousseau extended his condolences to the law enforcement officer who died in the line of duty in Roswell Georgia and urged all law enforcement to please be careful.

Commissioner stated that he anticipated HB581 would cause impacts as it related to the County's service delivery strategy the numbers would fluctuate, and we would not know the full impact until we were in the midst of it.

He also advised that the County owned property on Honeysuckle Lane needed to be cleaned up.

Commissioner Maxwell

Commissioner Maxwell expressed his appreciation to Georgia Department of Transportation (GDOT) he noted over his tenure on the Board he had advocated for updates on Interstate 85 and 75 Interchange to be addressed. He was excited to advise that recently work, and plans had begun for improvements of those roadways. Commissioner Maxwell stated that this project was 40 years in the making. He extended a huge thank you to Georgia Department of Transportation (GDOT) for the work they had done in Fayette County.

Chairman Hearn

Chairman Hearn stated that at his recent Atlanta Regional Commission (ARC) meeting he was able to personally thank, Russell McMurry GDOT Commissioner for the work they were doing in Fayette County. Chairman Hearn stated that he recently received a compliment for Building Safety Permit Technician Sunny Fitzgibbon and extended a thank you to her for her hard work and dedication.

EXECUTIVE SESSION:

Five items involving real estate acquisition, three items involving threatened litigation, two items involving pending litigation and the review of the January 23, 2025 Executive Session Minutes. Commissioner Oddo moved to go into Executive Session. Vice Chairman Gibbons seconded. The motion passed 5-0.

The Board recessed into Executive Session at 6:39 p.m. and returned to Official Session at 7:55 p.m.

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

Approval of the January 23, 2025 Executive Session Minutes: Commissioner Oddo moved to approve January 23, 2025 Executive Session Minutes. Vice Chairman Gibbons seconded the motion. The motion passed 5-0.

ADJOURNMENT:

Commissioner Oddo moved to adjourn the February 13, 2025 Board of Commissioners meeting. Vice Chairman Gibbons seconded. The motion passed 5-0.

The February, 2025 Board of Commissioners meeting adjourned at 7:56 p.m.

Marlena M. Edwards, Chief Deputy County Clerk

Lee Hearn, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 27th day of February 2025. Attachments are available upon request at the County Clerk's Office.

Marlena Edwards, Chief Deputy County Clerk

COUNTY AGENDA REQUEST

Page 246 of 310

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to approve the recommendation of the Selection Committee to appoint JT Rabun to the Fayette County Library Board for a four-year term beginning January 1, 2025 and expiring December 31, 2028.

Background/History/Details:

The Fayette County Library Board is an advisory board to the Board of Commissioners but has some decision-making authority in its relationship to the Regional Library Board. The Library Board is composed of seven members who serve four-year terms each. Four of the seven members are appointed by jurisdictions within Fayette County, namely, the cities of Fayetteville and Peachtree City and the towns of Tyrone and Brooks. The Fayette County Board of Commissioners then, essentially, ratifies the nominations made by the jurisdictions to the Library Board.

Mr. Rabun is a dedicated library patron and actively participates in the library's Spanish classes and Book Club, demonstrating his passion for lifelong learning and community engagement. He currently serves on the Fayette County Transportation Committee and shows a strong knowledge of serving on boards and committees.

The Selection Committee was comprised of Library Director Michelle Bennett-Copeland and Chris Mallory, Library Board Secretary.

What action are you seeking from the Board of Commissioners?

Approval to appoint JT Rabun to the Fayette County Library Board for a four-year term beginning January 1, 2025 and expiring December 31, 2028.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

RECEIVED
NOV 15 2024
By *[Signature]*

Date _____



APPLICATION FOR APPOINTMENT
Fayette County Library Board

1. How long have you been a resident of Fayette County? I have lived in Fayette for 23 years since 2001.
2. Why are you interested in serving on the Library Board? I am interested in serving my community and public libraries have been part of my life since I was a child. I currently participate in the weekly Spanish classes and the monthly book club. I would welcome the opportunity to recommend and promote local policies and practices of this nature for our community.
3. What qualifications and experience do you possess that should be considered for appointment to the Library Board? I have ~30 years of experience as a public agency professional. At least half of this experience included responsibility for mentoring, training, and developing young professionals. This experience also included managing the budget for statewide operations. I possess an Associate of Civil Engineering in Surveying degree, a Bachelor of Science in Civil Engineering Technology degree, and a Bachelor of Civil Engineering degree. I am a Registered Professional Engineer in Georgia and a Land Surveyor in Training.
4. List your recent employment experiences to include name of company and position. I retired as Assistant State Materials Engineer with ~30 years service from the Georgia Department of Transportation in July 2020. Currently, I work parttime as an engineering consultant with WSP.
5. Do you have any past experience related to this position? If so, please describe. As Assistant State Materials and Research Engineer, the operation of the Georgia Department of Transportation's Roy A. Flynt Memorial Library was a part of my responsibilities.
6. Are you currently serving on a commission/board/authority or in an elected capacity with any government? I currently serve on the Fayette County Transportation Committee. Previously, I have served on the Peachtree City Planning Commission.
7. Have you attended any Library Board meetings in the past two years and, if so, how many? No, I have not attended any Library Board meetings but I have been reviewing the minutes of previous meetings.
8. Are you willing to attend seminars or continuing education classes at county expense? Yes, I would gladly welcome the opportunity to expand my knowledge and understanding.

9. What is your vision of the county's future related to the duties of the Fayette County Library Board? My vision is for Fayette County libraries to continue as a resource for lifelong learning. As a Board member communicating and promoting the libraries needs to the Board of Commissioners appears to be a primary responsibility.
10. Would there be any possible conflict of interest between your employment or your family and you serving on the Library Board? No, I am not aware of any conflicts of interest.
11. Are you in any way related to a County Elected Official or County employee? If so, please describe. Yes, my wife is English Department Chair at Fayette County High School.
12. Describe your current community involvement. I currently serve on the Fayette County Transportation Committee as vice chair.
13. Have you been given a copy of the county's Ethics Ordinance? Is there any reason you would not be able to comply with the ordinance? Yes, I a received a copy of the county's Ethics Ordinance and do not know of any reason that compliance would not be possible.

COUNTY AGENDA REQUEST

Page 250 of 310

Department:

Presenter(s):

Meeting Date:

Type of Request: #12

Wording for the Agenda:

Request to approve the recommendation of the Selection Committee to reappoint Zulema Green to the Fayette County Library Board for a four-year term beginning January 1, 2025 and expiring December 31, 2028.

Background/History/Details:

The Fayette County Library Board is an advisory board to the Board of Commissioners but has some decision-making authority in its relationship to the Regional Library Board. The Library Board is composed of seven members who serve four-year terms each. Four of the seven members are appointed by jurisdictions within Fayette County, namely, the cities of Fayetteville and Peachtree City and the towns of Tyrone and Brooks. The Fayette County Board of Commissioners then, essentially, ratifies the nominations made by the jurisdictions to the Library Board.

Ms. Green has shown a deep commitment to library advocacy, championing initiatives that support library growth, accessibility, and community engagement. Her leadership has been instrumental in fostering a strong relationship between the Fayette County Public Library and the Regional Library Board, ensuring that library services continue to thrive for the benefit of all residents. If approved, this would be Ms. Green's second term to the Library Board.

The Selection Committee was comprised of Library Director Michelle Bennett-Copeland and Chris Mallory, Library Board Secretary.

What action are you seeking from the Board of Commissioners?

Approval to reappoint Zulema Green to the Fayette County Library Board for a four-year term beginning January 1, 2025 and expiring December 31, 2028.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



APPLICATION FOR APPOINTMENT Fayette County Library Board

Thank you for your interest in being considered for appointment to the Fayette County Library Board.

The Fayette County Library Board consists of seven volunteer members appointed to four-year terms. Meetings are held no less than four times per year, and are held at the Fayette County Library, 1821 Heritage Park Way, Fayetteville, Georgia 30214. Applicant must reside in Fayette County. There is no compensation provided with appointments to the Library Board. **Applicants are encouraged to attend as many Library Board meetings as possible in an effort to become familiar with the responsibilities of the post.**

Please take a few minutes to complete the form and answer the questions below and return with a resume, if available, to Tameca Smith, County Clerk, via email at tsmith@fayettecountyga.gov or 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 **no later than 5:00 p.m. on Friday, November 13, 2020.**

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

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

NAME Zulema Green

ADDRESS 130 Dockstreet Alley

Peachtree City, GA 30269

TELEPHONE (cell) [REDACTED] (home) 678-364-0699

(email address) [REDACTED]

Zulema Green
Signature

11/8/2020
Date



APPLICATION FOR APPOINTMENT
Fayette County Library Board

1. How long have you been a resident of Fayette County? 8 years
2. Why are you interested in serving on the Library Board? As an avid book lover, I wish to take an active role in the direction of libraries in my county.
3. What qualifications and experience do you possess that should be considered for appointment to the Library Board? As a licensed attorney, my organizational, management, and leadership skills are a tremendous asset to the Library Board.
4. List your recent employment experiences to include name of company and position.
I currently work as Regional Managing Attorney for Portfolio Recovery Associates. I am also co-owner of Five Deep Healthy Vending.
5. Do you have any past experience related to this position? If so, please describe.
I serve on the board of BFAM, Inc. which is a non-profit organization that I legally created and continue to serve as Secretary of that board.
6. Are you currently serving on a commission/board/authority or in an elected capacity with any government? No.
7. Have you attended any Library Board meetings in the past two years and, if so, how many?
No.
8. Are you willing to attend seminars or continuing education classes at county expense?
Yes.
9. What is your vision of the county's future related to the duties of the Fayette County Library Board? To be a competitive compository of literature of research and innovation for all residents to enjoy, students to research and enjoy, a place for the business community to educate themselves, and a gathering place for community engagement.
10. Would there be any possible conflict of interest between your employment or your family and you serving on the Library Board? No.
11. Are you in any way related to a County Elected Official or County employee? If so, please describe.
No.
12. Describe your current community involvement. I currently volunteer at each of my children's school, serve on the praise and worship team of my church, and donate to various local charities.
13. Have you been given a copy of the county's Ethics Ordinance? Is there any reason you would not be able to comply with the ordinance? Yes. No.

ZULEMA GREEN

130 DOCKSTREET ALLEY • PEACHTREE CITY, GA 30269 • [REDACTED] • [REDACTED]

PROFESSIONAL SUMMARY

CORPORATE COUNSEL with nearly 15 years of experience in regulatory compliance, operations management, business development, human resources, legal documentation, litigation strategy, contracts and agreements, legal investigations, and risk mitigation across diverse facets of the law. Analytical, detail-oriented professional with a proven track-record of developing high-performance teams that skillfully anticipate organizational risk and provide strategic legal counsel to ensure compliance to institutional, state, and federal guidelines and regulations. Inspirational, versatile leader skilled at developing turnkey litigation solutions and implementing streamlined workflows, automation initiatives, and enhanced communications that bolster efficiency and functionality, in addition to leveraging hands-on management and communication skills to guide diverse, cross-functional teams to achieve dynamic organizational goals.

AREAS OF EXPERTISE

- | | | |
|---|---|---------------------------------------|
| ✓ <i>Regulatory & Policy Compliance</i> | ✓ <i>Enterprise Risk Management</i> | ✓ <i>Legal Consultation</i> |
| ✓ <i>Litigation Strategy</i> | ✓ <i>Strategic Planning</i> | ✓ <i>Legal Investigations</i> |
| ✓ <i>Operations Management</i> | ✓ <i>Client & Member Relations</i> | ✓ <i>Negotiations & Contracts</i> |
| ✓ <i>Hiring & Recruiting</i> | ✓ <i>Risk Mitigation & Advisory</i> | ✓ <i>Team Leadership</i> |

SELECTED ACCOMPLISHMENTS

- Established expertise in the development of compliance and legal policies in alignment with both corporate and government policies and regulations; designed and implemented FDCPA, FCRA, TCPA, and related case law compliance documentation and procedures to govern the Litigation Department at Portfolio Recovery Associates.
- Drove implementation and execution of comprehensive legal strategies at Portfolio Recovery Associates that enabled an increase in quarterly revenue by more than \$15M during tenure as Managing Attorney.
- Oversaw annual audits of partner firms across all 50 states prior to entering into vendor contract negotiations, ensuring the highest quality service delivery on a consistent basis at Portfolio Recovery Associates.
- Assumed human resources responsibilities in the construction and development of the national litigation function for Portfolio Recovery Associates, managing all hiring, firing, training, motivation, and team building exercises that have resulted in unmatched employee engagement and satisfaction throughout tenure.

PROFESSIONAL EXPERIENCE & ACCOMPLISHMENTS

Portfolio Recovery Associates, LLC – Norfolk, VA

2008 – Present

Regional Managing Attorney

2009 – Present

- Led tactical legal and action planning for a team of 24 attorneys across nine states, successfully implementing standard operating procedures (SOP) enabling the department to handle more than 1,000 counter claims within oversight region, paying out in only five cases during tenure; drafted and updated SOPs on an annual basis.
 - Built and implemented all legal strategies from scratch, developing service delivery benchmarks to ensure consistency and quality across all regions.
- Selected for promotion from Associate Counsel to lead the development of litigation strategies for both internal attorneys and external partner law firms in corresponding regions.
- Drove implementation and execution of comprehensive legal strategies at Portfolio Recovery Associates that enabled an increase in quarterly revenue by more than \$15M during tenure as Managing Attorney.
- Led comprehensive planning and long-term execution of annual strategy meeting initiatives, providing executive-level leadership in the implementation of procedures and workflows to drive profitability and departmental success.
- Spearheaded the recruitment and onboarding of new team members, providing training on best practices and strategies; implemented a culture of excellence and loyalty, successfully reducing turnover to nearly zero.

ZULEMA GREEN

PROFESSIONAL EXPERIENCE & ACCOMPLISHMENTS CONTINUED

Associate Counsel

2008 – 2009

- Recruited to the company to oversee litigation as the lead plaintiff's attorney across debtor-creditor issues within the State of Georgia, in addition to designing, developing, and implementing all litigation strategy to enable long-term sustainability of the in-house counsel function for the state.
- Managed a support staff the development and execution of litigation efforts resulting in the successful recovery of more than \$1M annually across disputed accounts within state, federal, and bankruptcy court.
- Established a demonstrated record of settling 100% of cases after the implementation of effective litigation strategies, leveraging strong case selection and management experience alongside relationships with key stakeholders to drive positive results for the corporation.

Wolpoff & Abramson – Atlanta, GA

2008

Associate Counsel

- Led a support staff in a high-volume practice, serving as the lead plaintiff's attorney in civil litigation across disputed and distressed consumer accounts; successfully recovered more than \$8M on disputed accounts during tenure.
- Oversaw case management and administration of financial decisions on trouble consumer accounts, spearheading case strategy, motions, and trials practice.

Fulton County Public Defender's Office – Atlanta, GA

2006 – 2008

Associate Public Defender

- Served as a defense attorney overseeing full responsibility for a heavy caseload of up to 150 cases weekly, managing initial investigations, trial planning, motion practice, discovery and legal research through to courtroom appearances.
 - Drove the entire process for non-violent criminal cases from start to finish, in addition to spearheading the preliminary hearing phase for violent cases.
- Established a track record and reputation for ability to successfully negotiate dismissals, acquire reduced charges, and leverage diversion programs on behalf of clients.

Previous Experience:**UCLA Center for Community Health – Project Assistant – Los Angeles, CA**

2001 – 2004

Los Angeles Metropolitan Medical Center – Admissions Representative – Los Angeles, CA

1998 – 2000

EDUCATION & CERTIFICATIONS

Master of Health Administration | Anticipated Graduation in 2018

University of Southern California (USC) – Los Angeles, CA

Juris Doctor (JD)

Southwestern University School of Law – Los Angeles, CA

Bachelor of Science (BS), Health Promotion & Disease Prevention

University of Southern California (USC) – Los Angeles, CA

Licensed to Practice Law in Georgia, Alabama & North Carolina

AFFILIATIONS

American Bar Association – Member • National Bar Association – Member
Recognized by the National Bar Association as a Top 40 Advocate Under 40 (2013)

National Association of Retail Collection Attorneys – Member*Presented a Lecture on Litigation Trends (2016)***American College of Healthcare Executives (ACHE) – Member****Healthcare Financial Management Association (HFMA) – Member****BFAM Inc. – Founding Member**

OTHER APPLICANTS



APPLICATION FOR APPOINTMENT Fayette County Library Board

Thank you for your interest in being considered for appointment to the Fayette County Library Board.

The Fayette County Library Board consists of seven volunteer members appointed to four-year terms. Meetings are held no less than four times per year, and are held at the Fayette County Library, 1821 Heritage Park Way, Fayetteville, Georgia 30214. Applicant must reside in Fayette County. There is no compensation provided with appointments to the Library Board. **Applicants are encouraged to attend as many Library Board meetings as possible in an effort to become familiar with the responsibilities of the post.**

Please take a few minutes to complete the form and answer the questions below and return with a resume, if available, to Tameca Smith, County Clerk, via email at tsmith@fayettecountyga.gov or 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 **no later than 5:00 p.m. on Friday, November 15, 2024.**

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

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

NAME _____ Teddy Hall Jr. _____

ADDRESS _375 Williamsburg Way

_____ Fayetteville GA 30214 _____

TELEPHONE (cell) _____ (home) _____

(email address) _____

Signature

Date



APPLICATION FOR APPOINTMENT Fayette County Library Board

1. How long have you been a resident of Fayette County? I have been a resident for 8 months.

2. Why are you interested in serving on the Library Board? I am interested in serving on the Library Board to assist with the preservation of the Library Board and assist with making decisions that are relevant for the Library in general and its patrons from the community.

3. What qualifications and experience do you possess that should be considered for appointment to the Library Board? I have served on the Board of Advisors for the Percussive Arts Society (3 years) and I have worked as an assistant branch manager with Henry County Library and as a summer temporary library assistant with the Tuscaloosa Public Library (Tuscaloosa, AL).

4. List your recent employment experiences to include name of company and position.
My recent employment experiences include Chattahoochee Technical College – Music Instructor (current position) and Henry County Public Library (Assistant Branch Manager). *See my resume for additional past employment experiences.*

5. Do you have any past experience related to this position? If so, please describe.
Yes, as mentioned in the previous question, I have served as an assistant branch manager with the Henry County Public Library in which I was involved with decision making from the administrative aspect as well as serving as a member of the Percussive Arts Society Board of Advisors in which I was involved in making decisions for the organization as well as assisting with developing relationships with persons in the music industry for the purposes of donations and strategic partnerships.

6. Are you currently serving on a commission/board/authority or in an elected capacity with any government? No, I am not serving on a commission/board/authority or in an elected capacity.

7. Have you attended any Library Board meetings in the past two years and, if so, how many? No, I have not attended any Library Board meetings in the past two years.

8. Are you willing to attend seminars or continuing education classes at county expense? Yes, I am willing to attend seminars and/or continuing education classes at county expense.



APPLICATION FOR APPOINTMENT Fayette County Library Board

9. What is your vision of the county's future related to the duties of the Fayette County Library Board? My vision of the county's future related to the duties of the Fayette County Library Board is that the Library Board continue to be supportive of the Library's operations, supportive of inclusivity for patrons of all backgrounds, and supportive in securing funding and strategic partnerships for sustainability of the Library.

10. Would there be any possible conflict of interest between your employment or your family and you serving on the Library Board? No, there will not be a conflict of interest between my employment or my family and serving on the board.

11. Are you in any way related to a County Elected Official or County employee? If so, please describe. No, I am not related to a County Elected Official or County employee.

12. Describe your current community involvement. My current community involvement is teaching privately in the community as a music instructor (percussion) at Whitewater Middle School and Flat Rock Middle School. I also have participated in a recent community outreach program presented by Fayette County Library.

13. Have you been given a copy of the county's Ethics Ordinance? Is there any reason you would not be able to comply with the ordinance? No, I have not been given a copy of the county's Ethics Ordinance. No, there is not a reason as to why I would not be able to comply with the ordinance.

Teddy Hall, Jr.
375 Williamsburg Way Fayetteville, GA 30214 | [REDACTED] [REDACTED]

Education

Master of Music, University of Mississippi, 2003
Bachelor of Science in Music, University of Alabama at Birmingham, 1999

Professional Experience

Chattahoochee Technical College, Marietta, GA, August 2023-Present

- Music Instructor

Fortson (Hampton) Public Library, Hampton, GA, November 2022-July 2023

- Assistant Branch Manager

Flat Rock Middle School, Tyrone, GA , 2022

- Part Time, Music Instructor- Percussion

Alabama State Arts Council on the Arts, Montgomery, AL 2021

- Interim Performing Arts Program Manager

Savannah State University, Savannah, GA 2020-2021

- Adjunct Music Instructor- Percussion

Point University, West Point, GA, 2020-2021

- Instructor of Music – Percussion
 - Taught applied music (percussion), the marching percussion section, and assisted Director of Bands with rehearsal planning and logistics

Rockdale County High School, Conyers, GA. 2019- 2020

- Assistant Band Director/Percussion Specialist
 - Co-teacher with Director of Bands, provided percussion instruction for all areas in percussion, assisted with daily administrative duties, ensemble assignments, and logistics for overall band program

Alabama State University, Montgomery, AL. 2017-2019

- Instructor of Music (Percussion)
 - Served as academic advisor, curriculum designer (percussion), instructing and assessing a cohort of 10 percussion majors (general music and music ed), and participated in student recruitment/auditions for the music department

Tuscaloosa City Schools, Tuscaloosa, AL. 2012- 2016

- Band Director/Elementary Music Specialist
 - Provided general music instruction (grades k-5) and instrumental music instruction (grades 6-8) for one middle school and two elementary schools on a weekly basis as an itinerant teacher.

Related Professional Service

Percussive Arts Society

- Member of the Board of Advisors, 2020- 2023
- Interim Treasurer, Alabama Chapter 2019
 - Kept records of transactions and provided payments for goods/services received
- Member of the University Pedagogy Committee, 2018-2020
- Member of the Diversity Alliance, 2018-2021

- Point Person for the African American Diversity Committee, 2020-2021
- Host and Assistant Organizer for Virtual Roundtable Discussion on "Addressing Racial Barriers in the Music Education and Performance World"

Additional Scholarly Work

- Invited guest presenter at 5 Universities, 3 High Schools, and 3 Professional Conferences
- Published author of 4 peer reviewed journal articles

Selected Honors and Awards

Faculty Award, Woodland Forrest Elementary School (Tuscaloosa City Schools), 2015
The Community Foundation of West Alabama Educational Grant Recipient, 2012

Professional Performing Experience

- Cobb Wind Symphony (GA), Percussionist, 2019-2023
- Atlanta Community Symphony Orchestra (GA), Percussionist ,2020-2023
- Montgomery Symphony Orchestra (AL), Percussionist, 2018-2022
- Tuscaloosa Big Band (AL), Drummer, 2015-2016
- Atlanta Music Project (GA), Percussionist & Drummer, 2011-2018
- West Side Community Winds and Jazz Orchestra (GA), Percussionist & Drummer, 2008- 2017

Professional Affiliations

Kappa Kappa Psi National Honorary Band Fraternity
National Association for Music Education (NAfME)
Georgia Music Educators Association (GMEA)
Alabama Music Educators Association (AMEA)
Percussive Arts Society (PAS)

Corporate Sponsorships

Pearl Adams
REMO
Zildjian
Vic Firth

References Available Upon Request



APPLICATION FOR APPOINTMENT
Fayette County Library Board

Thank you for your interest in being considered for appointment to the Fayette County Library Board.

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Please take a few minutes to complete the form and answer the questions below and return with a resume, if available, to Tameca Smith, County Clerk, via email at tsmith@fayettecountyga.gov or 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 **no later than 5:00 p.m. on Friday, November 15, 2024.**

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

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

NAME Robertine J. Mitchely

ADDRESS 235 Felton Dr.

Fayetteville, GA 30214-4333

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

(email address) [REDACTED]

Robertine J. Mitchely
Signature

11-15-24
Date

Application to Serve on the FC Library Board

November 15, 2024

1. How long have you been a resident of Fayette County? 25 years
2. Why are you interested in serving on the Library Board?

I have been a supporting member of the Fayette County Library for the entire time I've lived here; as a member of the Friends of the Library, and as a very active patron. I now want to add my experience in a more specific way to hopefully enhance, and continue the excellence that our library exemplifies, by serving on the Library Board.

3. What qualifications and experience do you possess that should be considered for appointment to the Library Board?

I have been an active Fayette County citizen who has made every effort to support many county activities. I believe my age, (82 years old), and life experiences qualify me for this position.

I have been an avid reader all my life, beginning at the age of six when my parents subscribed to Jack & Jill magazine for me, as well as read to me from early childhood, and always encouraged me to be a reader. I continue to read a wide variety of publications, including more than 250 books from our library during the past four years.

Although I grew up in Fairburn, GA, I had extended family who lived in Fayetteville, and I spent a lot of time here during my childhood and later. I got to know a lot about Fayetteville, the County, and many of its citizens. Among those I fondly remember is the late Dorothea Redwine, who was a consummate library patron, and whose portrait is in the hallway to the library community room.

The combination of my experiences with Fayette County, including living here for the past 25 years, gives me a unique and broad perspective that I believe will be helpful to my serving on the Library Board.

4. List your recent employment experiences to include name of company and position.

I am retired from Delta Air Lines, where I was a secretary.

5. Do you have any past experience related to this position? If so, please describe.

In 2015 I had the idea to get a group of statues named The Story Teller, (which included an adult woman as the Storyteller, and two young children who were listening to her), moved from its original location in Uptown Square on Hwy. 85 North to our library.

The statue was originally placed in Uptown Square when the shopping center opened; it was adjacent to Barnes and Noble Booksellers, which was a primary tenant. By 2015 Barnes & Noble had closed their location at Uptown Square, and although the statue remained, I believed it would serve a better, more appropriate purpose if relocated to our library campus.

I contacted the shopping center owner, who agreed to give the statue, then valued at \$90,000, to our library, with the condition that we would be responsible for its re-location.

I then contacted the City of Fayetteville, as the shopping center is in the City, to obtain permission to move the statue. As it happened, my request was only a few days ahead of the Fayetteville Downtown Development Authority's request to move the statue to the

lawn of the Historic Courthouse. The City approved my request, and subsequently, with the support of our then Library Director, Christine Snell, the County Maintenance Department re-located the statue to its current place on the library campus.

A dedication ceremony was held in June, 2015, with attendance by the sculptor and the owner of the shopping center, plus City and County representatives, including Anthony Ballard, Assistant Director of County Building, Grounds, and Maintenance.

Mr. Ballard supervised the entire process of relocating the statue, which was a large, and meticulous process that included landscaping around the statue in addition to the installation. Mr. Ballard and his associates did a splendid job, and the statue continues to add a unique and beautiful perspective to our library campus.

6. Are you currently serving on a commission/board/authority or in an elected capacity with any government?

No

7. Have you attended any Library Board meetings in the past two years, and, if so, how many?

No

8. Are you willing to attend seminars or continuing education classes at county expense?

Yes

Library Board Application

November 15, 2025

Page 4

9. What is your vision of the county's future related to the duties of the Fayette County Library Board?

I envision making every effort to continue the long, remarkable, outstanding, and multifaceted scope of our library, along with promoting its use to everyone in our county, especially newcomers; and to support and encourage all of our excellent library staff.

10. Would there be any possible conflict of interest between your employment or your family and you serving on the Library Board?

No

11. Are you in any way related to a County Elected Official or County employee? If so, please describe.

No

12. Describe your current community involvement.

Most of my involvement is through membership at my church, Fayetteville First United Methodist, which is located in the City Historic District, directly east of the Historic Courthouse. My church is involved in a wide variety of community mission projects, and I participate in those projects through my church.

I'm a member of the Fayette County Historical Society, and have been active at our wonderful Senior Center for many years.

12. Have you been given a copy of the county's Ethics Ordinance? Is there any reason you would not be able to comply with the ordinance?

Yes

No

COUNTY AGENDA REQUEST

Page 266 of 310

Department:

Presenter(s):

Meeting Date:

Type of Request: #13

Wording for the Agenda:

Consideration of a request from the City of Fayetteville for Fayette County to serve as the local sponsor for a federally-funded path project that would extend from Tiger Trail to The Ridge Nature Preserve, with all costs for the project provided by the City of Fayetteville.

Background/History/Details:

The City of Fayetteville plans to submit a Transportation Alternatives Program (TAP) grant application to GDOT for a trail that would connect Tiger Trail with The Ridge Nature Preserve. The project has been previously studied and is recommended in City planning documents.

Similar to the recently-completed City path/pedestrian bridge project over SR 54 near the hospital, Fayetteville has asked for the County to serve as the local sponsor since Fayette County has Local Administered Project certification from GDOT. All planning, design, land acquisition, construction, construction oversight, etc. would be provided by the City. All costs would also be paid by the City.

An Intergovernmental Agreement (IGA) for the project would be developed if the grant is approved.

The grant application is due on or before February 28, 2025.

What action are you seeking from the Board of Commissioners?

Consideration of a request from the City of Fayetteville for Fayette County to serve as the local sponsor for a federally-funded path project that would extend from Tiger Trail to The Ridge Nature Preserve, with all costs for the project provided by the City of Fayetteville.

If this item requires funding, please describe:

No County funding is required.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

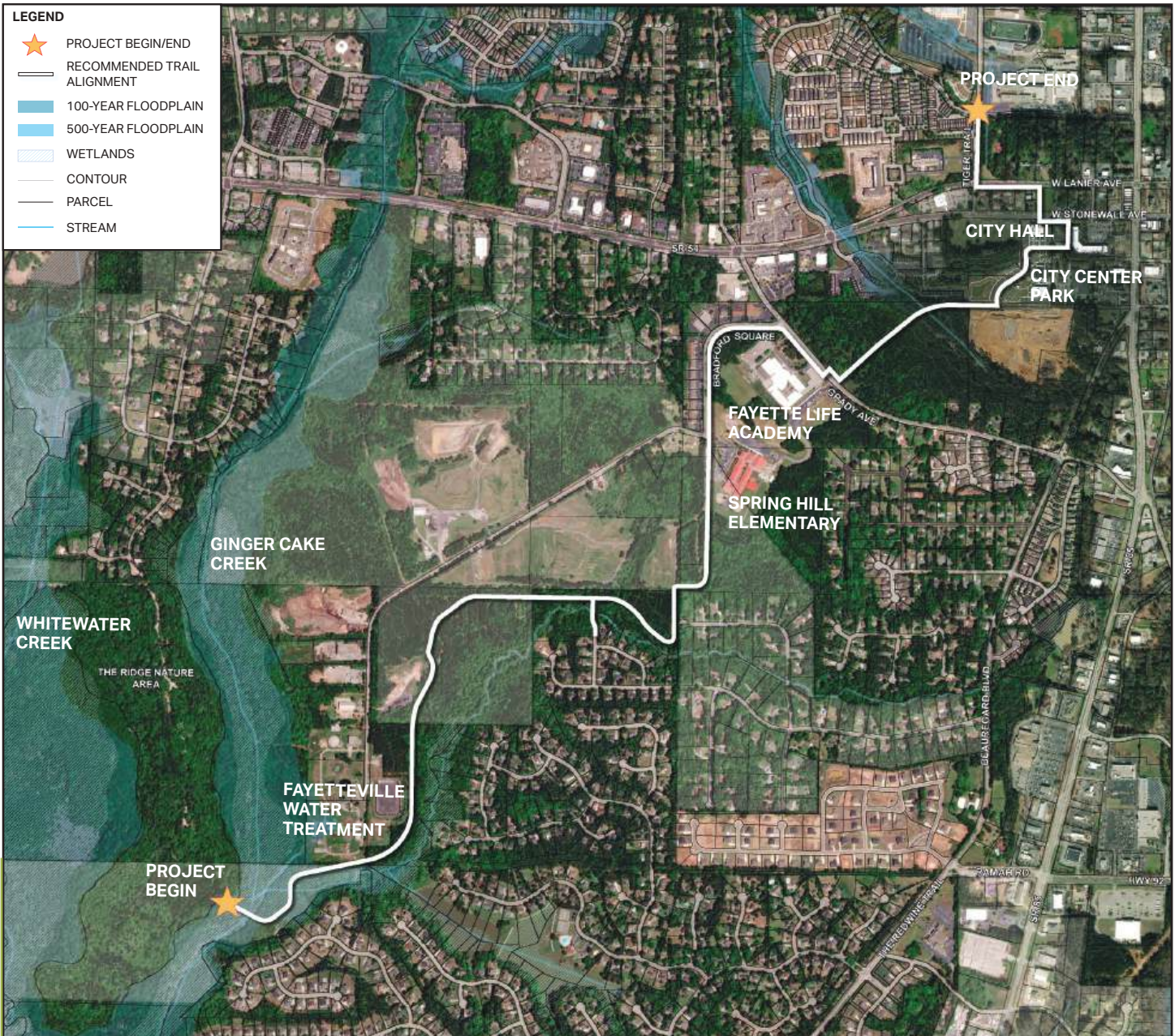
Administrator's Approval

Staff Notes:

3.4 DECISION MATRIX

Based on public input, site visits, technical analysis, and the decision matrix, the recommended trail alignment was selected because it fulfills the project justification; avoids impacts to archaeological, environmental, and historical sites; minimizes grading impacts to the existing topography of the area; and addresses concerns from the public received through public comments regarding the east-west alignment between Oakleigh Manor and Lakemont communities that shows on the following page.

RECOMMENDED TRAIL ALIGNMENT



*The white shaded area is unincorporated Fayette County.

N
N. T. S.

6.3 COST ESTIMATION

Fayetteville High Priority Trail					
Preferred Alignment - The 0.4 Mile Connector Link - Cost Estimate					
2/20/2023					
PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
150-1000	TRAFFIC CONTROL -	1	LS	\$ 50,000.00	\$ 50,000.00
151-1000	MOBILIZATION	1	LS	\$ 7,800.00	\$ 7,800.00
716-1000	EROSION CONTROL	1	LS	\$ 35,991.00	\$ 35,991.00
210-0100	GRADING COMPLETE -	1	LS	\$ 125,000.00	\$ 125,000.00
310-5040	GR AGGR BASE CRS, 4 INCH, INCL MATL	2635	SY	\$ 25.00	\$ 65,875.00
441-7012	CURB CUT WHEELCHAIR RAMP, TYPE A	5	EA	\$ 3,000.00	\$ 15,000.00
441-9500	CONCRETE TRAIL PAVING, STANDARD FINISH, 6 IN	2635	SY	\$ 60.00	\$ 158,100.00
500-3201	CLASS B CONCRETE, RETAINING WALL	500	CY	\$ 900.00	\$ 450,000.00
516-1100	PEDESTRIAN GUARDRAIL	500	LF	\$ 110.00	\$ 55,000.00
627-1100	COPING A, WALL NO -	500	LF	\$ 120.00	\$ 60,000.00
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	1976	LF	\$ 1.35	\$ 2,667.60
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	40	LF	\$ 10.00	\$ 400.00
700-9300	SOD	845	SY	\$ 12.00	\$ 10,140.00
754-4000	WASTE RECEPTACLE UNIT	2	EA	\$ 2,300.00	\$ 4,600.00
754-5000	BENCHES	2	EA	\$ 3,900.00	\$ 7,800.00
754-6000	BICYCLE RACK	2	EA	\$ 1,800.00	\$ 3,600.00
754-7090	TYPE A MAIN SIGNAGE	1	EA	\$ 12,500.00	\$ 12,500.00
999-0100	TYPE B ORIENTATION WAYFINDING SIGNAGE	4	EA	\$ 1,800.00	\$ 7,200.00
999-0100	KIOSK	1	EA	\$ 3,500.00	\$ 3,500.00
999-0100	SAFETY CALL BOXES	1	EA	\$ 3,500.00	\$ 3,500.00
999-1000	HAWK PEDESTRIAN ACTIVATED SIGNAL	1	EA	\$ 150,000.00	\$ 150,000.00
999-1500	OVERLOOK PLATFORM AND RAILING	1	LS	\$ 38,500.00	\$ 38,500.00
999-3500	MISC. LANDSCAPE IMPROVEMENTS	1	LS	\$ 7,800.00	\$ 7,800.00
999-3600	BARRIER BETWEEN ROADWAY AND TRAIL	500	LF	\$ 175.00	\$ 87,500.00
MISC					
	TREE REMOVAL	35	EA	\$ 1,000.00	\$ 35,000.00
	SIGNAGE RELOCATION	3	EA	\$ 150.00	\$ 450.00
	PROPERTY ACQUISITION	1	LS	\$ 36,401.00	\$ 36,401.00
SUB-TOTAL CONSTRUCTION					\$ 1,434,324.60
Contingency (20%)					\$ 286,864.92
TOTAL CONSTRUCTION with E&I					\$ 1,721,189.52

Fayetteville High Priority Trail					
Preferred Alignment - The 1.2 Mile City Center Link - Cost Estimate					
2/20/2023					
PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
150-1000	TRAFFIC CONTROL -	1	LS	\$ 75,000.00	\$ 75,000.00
151-1000	MOBILIZATION	1	LS	\$ 23,400.00	\$ 23,400.00
716-1000	EROSION CONTROL	1	LS	\$ 81,000.00	\$ 81,000.00
210-0100	GRADING COMPLETE -	1	LS	\$ 216,000.00	\$ 216,000.00
310-5040	GR AGGR BASE CRS, 4 INCH, INCL MATL	7905	SY	\$ 25.00	\$ 197,625.00
441-5002	CONCRETE HEADER CURB, 6 IN, TP 2	2202	LF	\$ 20.00	\$ 44,040.00
441-7012	CURB CUT WHEELCHAIR RAMP, TYPE A	2	EA	\$ 2,250.00	\$ 4,500.00
441-9500	CONCRETE TRAIL PAVING, STANDARD FINISH, 6 IN	7905	SY	\$ 60.00	\$ 474,300.00
500-3201	CLASS B CONCRETE, RETAINING WALL	50	LF	\$ 900.00	\$ 45,000.00
627-1100	COPING A, WALL NO -	50	LF	\$ 120.00	\$ 6,000.00
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	5929	LF	\$ 1.35	\$ 8,004.15
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	40	LF	\$ 10.00	\$ 400.00
700-9300	SOD	2534	SY	\$ 12.00	\$ 30,408.00
754-4000	WASTE RECEPTACLE UNIT	2	EA	\$ 2,300.00	\$ 4,600.00
754-5000	BENCHES	5	EA	\$ 3,000.00	\$ 15,000.00
754-6000	BICYCLE RACK	2	EA	\$ 1,800.00	\$ 3,600.00
754-7090	TYPE A MAIN SIGNAGE	1	EA	\$ 10,000.00	\$ 10,000.00
999-0100	TYPE B ORIENTATION WAYFINDING SIGNAGE	4	EA	\$ 1,800.00	\$ 7,200.00
999-0100	TYPE C MILE MARKER SIGNAGE	1	EA	\$ 1,000.00	\$ 1,000.00
999-3500	MISC. LANDSCAPE IMPROVEMENTS	1	LS	\$ 23,400.00	\$ 23,400.00
999-0100	SAFETY CALL BOXES	4	EA	\$ 3,500.00	\$ 14,000.00
999-3800	RRFB PEDESTRIAN ACTIVATED SIGNAL	2	EA	\$ 20,000.00	\$ 40,000.00
MISC					
	TREE REMOVAL (Estimated only at this time due to no tree survey)	75	EA	\$ 1,000.00	\$ 75,000.00
	SIGNAGE RELOCATION	7	EA	\$ 150.00	\$ 1,050.00
	PROPERTY ACQUISITION	1	LS	\$ 470,396.00	\$ 470,396.00
SUB-TOTAL CONSTRUCTION					\$ 1,870,923.15
Contingency (20%)					\$ 374,184.63
TOTAL CONSTRUCTION with E&I					\$ 2,245,107.78

6.3 COST ESTIMATION

Fayetteville High Priority Trail					
Preferred Alignment - The 1.8 Mile Woodland Link - Cost Estimate					
2/20/2023					
PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
150-1000	TRAFFIC CONTROL -	1	LS	\$ 25,000.00	\$ 25,000.00
151-1000	MOBILIZATION	1	LS	\$ 33,800.00	\$ 33,800.00
716-1000	EROSION CONTROL	1	LS	\$ 153,900.00	\$ 153,900.00
210-0100	GRADING COMPLETE -	1	LS	\$ 450,000.00	\$ 450,000.00
310-5040	GR AGGR BASE CRS, 4 INCH, INCL MATL	11472	SY	\$ 25.00	\$ 286,800.00
441-9500	CONCRETE TRAIL PAVING, STANDARD FINISH, 6 IN	11472	SY	\$ 60.00	\$ 688,320.00
534-1000	PEDESTRIAN OVERPASS BRIDGE	3	EA	\$ 150,000.00	\$ 450,000.00
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	8604	LF	\$ 1.35	\$ 11,615.40
700-9300	SOD	3661	SY	\$ 12.00	\$ 43,932.00
754-4000	WASTE RECEPTACLE UNIT	10	EA	\$ 2,300.00	\$ 23,000.00
754-5000	BENCHES	10	EA	\$ 3,000.00	\$ 30,000.00
754-6000	BICYCLE RACK	2	EA	\$ 1,800.00	\$ 3,600.00
999-0100	TYPE B ORIENTATION WAYFINDING SIGNAGE	1	EA	\$ 1,800.00	\$ 1,800.00
999-0100	TYPE C MILE MARKER SIGNAGE	2	EA	\$ 1,000.00	\$ 2,000.00
999-0100	TYPE D INTERPRETIVE SIGNAGE	2	EA	\$ 2,500.00	\$ 5,000.00
999-0100	KIOSK	1	EA	\$ 3,500.00	\$ 3,500.00
999-0100	SAFETY CALL BOXES	5	EA	\$ 3,500.00	\$ 17,500.00
999-0100	BOARDWALK	15000	SF	\$ 70.00	\$ 1,050,000.00
999-3500	MISC. LANDSCAPE IMPROVEMENTS	1	LS	\$ 33,800.00	\$ 33,800.00
MISC					
	TREE REMOVAL	75	EA	\$ 1,000.00	\$ 75,000.00
	SIGNAGE RELOCATION	10	EA	\$ 500.00	\$ 5,000.00
	PROPERTY ACQUISITION	1	LS	\$ 253,962.00	\$ 253,962.00
SUB-TOTAL CONSTRUCTION					\$ 3,647,529.40
	Contingency (20%)				\$ 729,505.88
TOTAL CONSTRUCTION with E&I					\$ 4,377,035.28

NOTE:

- Engineering , Inspection and Design Costs are not included in total costs.
- Project Management Costs are not included in the total costs.
- All Items Quantities and Estimations are based on concept plans and 2023 construction material cost, shipping fee, and labor cost, subject to change.
- Lighting is not including in the estimate.
- Maintenance Costs are not included.
- Utility Relocation Costs are not included.
- AECOM does not have control over the cost of labor, materials, equipment, or over the Contractor's method of costing in the marketplace, the opinion of probable cost as herein stated is made on the basis of our experience and qualifications and represent our best judgment as a design professional familiar with the construction industry. However, we can not guarantee that bids or the construction cost will not vary from these probable cost opinions. If the Owner desires greater assurance of the cost of construction, it is recommended he employ an independent cost estimator.

COUNTY AGENDA REQUEST

Page 270 of 310

Department:

Presenter(s):

Meeting Date:

Type of Request: #14

Wording for the Agenda:

Request to submit a Georgia Department of Transportation (GDOT) Transportation Alternatives Program (TAP) grant application for the Kenwood Road Path Project (R-6) in the amount of \$4,800,000, with a local match of \$1,200,000 and a total project cost estimate of \$6,000,000.

Background/History/Details:

Fayette County received notice of this grant opportunity in late January. It is for a program that Fayette County and other local governments within the Atlanta Region Metropolitan (MPO) boundary are not normally eligible for.

The Kenwood Road Project is an existing project currently in concept development that would connect the North Fayette Elementary School to multiple neighborhoods along Kenwood Road with a multi-use path and at-grade crossings. The area does not have existing pedestrian infrastructure. The application would be for all project phases (e.g., design, right-of-way acquisition, and construction).

Receipt of the grant would allow for an expanded project scope as compared to the existing project.

What action are you seeking from the Board of Commissioners?

Approval to submit a Georgia Department of Transportation (GDOT) Transportation Alternatives Program (TAP) grant application for the Kenwood Road Path Project (R-6) in the amount of \$4,800,000, with a local match of \$1,200,000 and a total project cost estimate of \$6,000,000.

If this item requires funding, please describe:

Local match (up to \$1,200,000) is available from SPLOST project R-6.

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

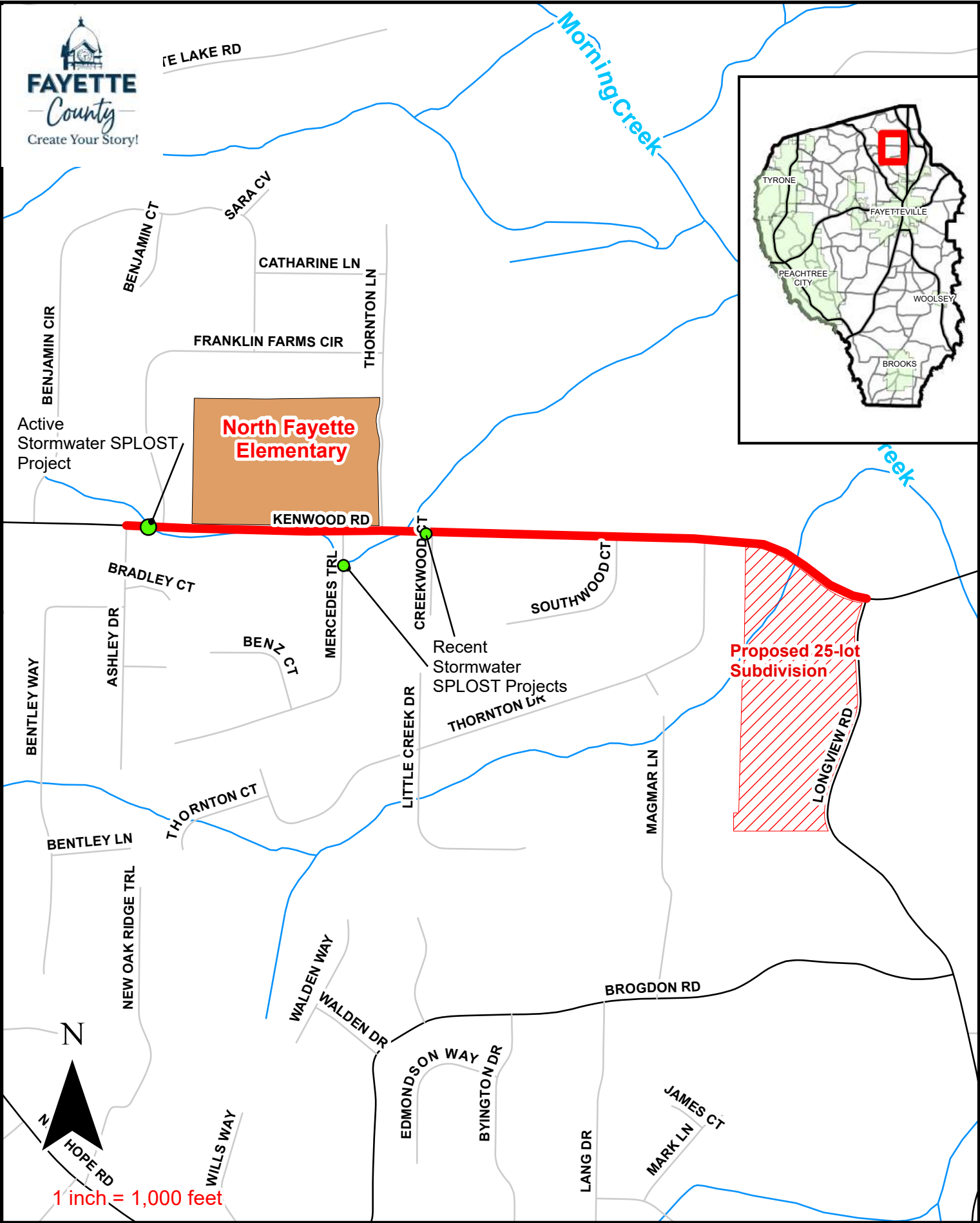
Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

R-6 Kenwood Road Path Project Concept Map



COUNTY AGENDA REQUEST

Page 272 of 310

Department:

Presenter(s):

Meeting Date:

Type of Request: #15

Wording for the Agenda:

Request to submit a Georgia Department of Transportation (GDOT) Transportation Alternatives Program (TAP) grant application for the Sandy Creek Road Path Project (Project FTP-426) in the amount of \$4,000,000, with a local match of \$1,000,000, and a total project cost estimate of \$5,000,000.

Background/History/Details:

Fayette County received notice of this grant opportunity in late January. It's for a program that Fayette County and other local governments within the Atlanta Region Metropolitan (MPO) boundary are not normally eligible for.

A side path along Sandy Creek Road is a recommended project in the 2019 Comprehensive Transportation Plan (Project FTP-426) and the 2019 Sandy Creek Road Transportation Corridor Study. The project would significantly expand a growing path network in the central part of Fayette County. The path would compliment the existing federal-aid roundabout project at Eastin Road and Sandy Creek and connect with existing and proposed pedestrian infrastructure associated with QTS, Trilith Studios, Trilith Villiage, and along Veterans Parkway.

The application would be for all project phases (e.g., design, right-of-way acquisition, and construction).

Approximately 45% of the project is within the City limits of Fayetteville. The City supports the project and has agreed to enter into an Intergovernmental Agreement (IGA) with Fayette County for cost-sharing of the local match, if the grant is awarded.

What action are you seeking from the Board of Commissioners?

Approval to submit a Georgia Department of Transportation (GDOT) Transportation Alternatives Program (TAP) grant application for the Sandy Creek Road Path Project (Project FTP-426) in the amount of \$4,000,000, with a local match of \$1,000,000, and a total project cost estimate of \$5,000,000.

If this item requires funding, please describe:

Local match (up to \$1,000,000) is available from the 2017 SPLOST (17TAJ) and pro-rated reimbursement from City of Fayetteville.

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

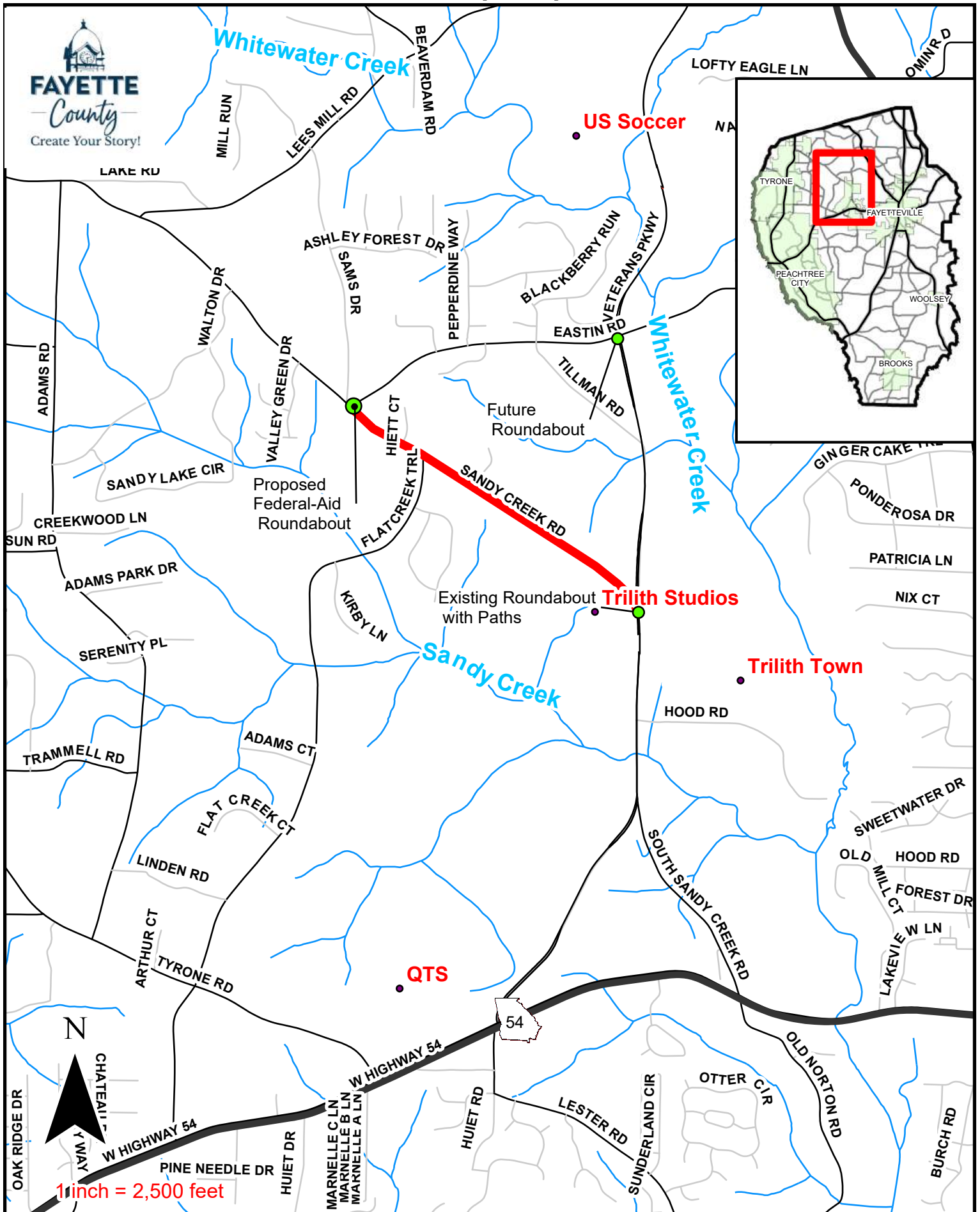
Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Sandy Creek Road Path Project Concept Map



COUNTY AGENDA REQUEST

Page 274 of 310

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to approve for the Road Department to purchase new Tack Truck under Georgia State Contract 99999-SPD-SPD0000155-0007 in the amount of \$250,027, and to surplus the old Tack Truck #21814 and Dump Truck #10802.

Background/History/Details:

On Sunday, October 20, 2024, Sterling Dump Truck #10802 randomly caught fire and the Road Department's only Tack Truck #21814, which was parked next to this truck, was also damaged beyond repair.

Fayette County has already received the insurance funds associated with these losses totaling \$62,133.

The Road Department is requesting to replace this damaged Tack Truck with a Rosco Maximizer 2B Tack Truck from Reynolds Warren & Peach State Truck Centers under Georgia Purchasing Contract #99999-SPD-SPD0000155-0007, in the amount of \$250,027.

This request also includes approval for the Road Department to surplus the damaged Tack Truck and Sterling Dump Truck from the County's equipment inventory.

What action are you seeking from the Board of Commissioners?

Approval for the Road Department to purchase new Tack Truck under Georgia State Contract 99999-SPD-SPD0000155-0007 in the amount of \$250,027, and to surplus the old Tack Truck #21814 and Dump Truck #10802.

If this item requires funding, please describe:

Road Department has designated funding from M&O and CIP accounts in the amount of \$187,894 along with \$62,133 received insurance reimbursement funds.

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:

10040220-521316 \$109,000; 523591 \$4,000; 523600 \$6,000; 542140 \$2,707; 37540220 541210 234AD \$53,740; 61040220 542150 254AB \$1,000; 254AC \$2,920; 254AD \$16,500;



Purchasing Department
140 Stonewall Avenue West, Ste 204
Fayetteville, GA 30214
Phone: 770-305-5420
www.fayettecountyga.gov

To: Steve Rapson
Through: Ted L. Burgess *TLB*
From: Sherry White *SW*
Date: February 27, 2025
Subject: Road Department Tack Truck

On Sunday, October 20, 2024, the Road Departments Sterling Dump Truck randomly caught on fire. Road Department's only Tack Truck which was parked next to the dump truck was ignited and damaged beyond repair.

Purchasing reviewed options to replace the tack truck. The Georgia Statewide contract #99999-001-SPD0000155 has seven (7) vendors that provides cab and chassis truck for purchase. Peach State Truck Centers is one of the vendors. However, only two companies in the United States manufacture a 2000-gallon tack distributor body. Rosco and Entyre (also the owner of BearCat). Renolds Warren is the only authorized distributor in the southeast for Rosco.

The insurance company has issued funds for the loss of the two vehicles. The Road Department is requesting additional funds to purchase a Rosco Maximizer 2B Tack Body from Peach State Truck Centers utilizing Reynolds Warren for the truck under Georgia Purchasing Contract #99999-SPD-SPD0000155-0007 in the amount of \$250,027.

Two quotes were received, one from each manufacturer (Attachment 1 & 2). The Road Department recommends using the low qualified bidder, Renolds Warren.

Specifics of the proposed purchase are as follows:

Contractor	Renolds Warren
Contract Amount	\$250,027.00

Budget:

ORG	OBJ	PRJ	Description	Available	Truck Funding
10040220	521316		Technical Service	325,595.27	101,027.00
10040220	523591		Lodging & Meals	9,177.21	4,000.00
10040220	523600		Seminars & Dues	15,072.54	6,000.00
10040220	542140		Field Equipment	2,707.44	2,707.00
10040220	541210	234AD	Other Improvement	53,740.44	53,740.00
10040220	542150	254AB	Road & Construction Equip.	1,000.00	1,000.00
10040220	542150	254AC	Road & Construction Equip.	2,920.00	2,920.00
10040220	542150	254AD	Road & Construction Equip.	16,500.00	16,500.00
6100001	383000		Insurance Reimbursement	62,133.00	62,133.00
					250,027.00

Prepared for:
Steve Hoffman
GADOAS FAYETTE COUNTY ROAD
DEPARTMENT
115 McDonough Rd
Fayetteville, GA 30214
Phone: 404-550-9376

Attachment 1
Page 277 of 310
Prepared by:
Joshua Little
PEACH STATE TRUCK CENTERS
6535 CRESCENT DRIVE
NORCROSS, GA 30071
Phone: 7704495300

STATE CONTRACT
99999-SPD-SPD0000155-0007
QUOTATION

M2 106 PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK	DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP
CUM L9 330 HP @ 2200 RPM; 2200 GOV RPM, 1000 LB- FT @ 1200 RPM	SINGLE FRONT AXLE
ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	14,600# TAPERLEAF FRONT SUSPENSION
MERITOR RS-23-240 23,000# R-SERIES 2-SPEED SINGLE REAR AXLE	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER	4725MM (186 INCH) WHEELBASE
	NO FIFTH WHEEL
	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
	2175MM (86 INCH) REAR FRAME OVERHANG

		PER UNIT	TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$ 111,172	\$ 111,172
EXTENDED WARRANTY		\$ 405	\$ 405
ROSCO MAXIMIZER 2B		\$ 138,250	\$ 138,250
CUSTOMER PRICE BEFORE TAX		\$ 249,827	\$ 249,827

TAXES AND FEES

TAXES AND FEES	\$ 0	\$ 0
DOC FEE	\$ 200	\$ 200

TRADE-IN

TRADE-IN ALLOWANCE	\$ (0)	\$ (0)
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BALANCE DUE	(LOCAL CURRENCY)	\$ 250,027	\$ 250,027
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COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.



Tractor & Equipment Company

Serving the Southeast Since 1943.

10/21/2024

FAYETTE COUNTY
FAYETTEVILLE, GA

TRACTOR AND EQUIPMENT is pleased to quote a New Etnyre S-2000 Asphalt Distributor
Equipped as follows:

Tank size 2000 Gallons
20" Manhole Strainer
4" Dial Thermometer
Power Wash Down System w/ Hose and Wand
1' Bar Extensions w/Electric-Air ON-Off (16' Total Bar Length)
Heavy Duty Hydraulic Pump
Propane Burners
Wet Storage Box
LED Work Lights
Heat Tubes for Later Addition of Electric Heat
Mounted on a Kenworth T370 Chassis w/ Allison Automatic Transmission or equivalent
All other standard equipment

Budget Price.....\$298,000.00

Sincerely,

Jeff Duncan













COUNTY AGENDA REQUEST

Page 285 of 310

Department: 911 Communications

Presenter(s): Katie Vogt, Director

Meeting Date: Thursday, February 27, 2025

Type of Request: New Business #17

Wording for the Agenda:

Request to award Contract #1428-P: Fayette County Public Safety Radio System; Change Order No. 9 to E.F. Johnson Company to modify preventative maintenance payment milestones, accept the separation for ALV/ESChat, design coverage enhancements, establish warranty start dates, and formalize agreement of payment of completed deliverables, with no net change in the contract amount.

Background/History/Details:

Fayette County, Georgia operates a Public Safety radio system which is housed at the 911 Communications Center, and provides services to the Cities of Fayetteville and Peachtree City, the Town of Tyrone, Fayette County Board of Education, Fayette County Sheriff's Office, Fayette County Marshal's Office, and Fayette Fire and Emergency Medical Services.

Change Order #9 will accomplish the following:

- Modify timing of payment milestones from CO #8. The project cost is unchanged.
- Accept separation of operation with respect to the Automatic Vehicle Locating (AVL) and ESChat products. These services were listed as a single solution in the contract.
- Accept proposed design changes to enhance radio system coverage. This includes replacement of transmit antennas, relocation of the existing Peachtree City site, and the addition of a new system site in the northeast portion of the county.
- Agreement of warranty start date and payments currently due under the warranty terms.
- Agreement of payments due for completed deliverables.

What action are you seeking from the Board of Commissioners?

Approval to award Contract #1428-P: Fayette County Public Safety Radio System; Change Order No. 9 to E.F. Johnson Company to modify preventative maintenance payment milestones, accept the separation for ALV/ESChat, design coverage enhancements, establish warranty start dates, and formalize agreement of payment of completed deliverables, with no net change in the contract amount.

If this item requires funding, please describe:

Funding previously allocated under contract 1428-P; total project cost is unchanged.

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

If so, when?

Is Audio-Visual Equipment Required for this Request?* No

Backup Provided with Request? Yes

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

Approved by Finance Yes

Reviewed by Legal Yes

Approved by Purchasing Yes

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
 www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess *TB*

From: Colette Cobb *CC*

Date: February 27, 2025

**Subject: Contract 1428-P: Public Safety Radio System
 Change Order 9: Coverage Enhancements**

Fayette County, GA operates a Public Safety radio system which serves the Cities of Fayetteville and Peachtree City, the Town of Tyrone, Fayette Board of Education, Fayette County Sheriff's Office and the Marshal's Office, and Fire and Emergency Services for Fayette County, the City of Fayetteville and Peachtree City. Contract 1428-P was awarded to E.F. Johnson to upgrade the radio system.

Change Order #9 encompasses five modifications to the contract:

- Mod 1-1: Modifies timing of payments for subscriber preventive maintenance.
- Mod 1-2: County accepts delivery of AVL/ESChat products.
- Mod 1-3: Transfers remaining balance of \$687,400.23 from Contingencies and \$112,599.77 from tower enhancements to fund \$800,000.00 in coverage enhancements.
- Mod 1-4: Establishes the warranty start date as of the Beneficial Use Date.
- Mod 1-5: Agreement to pay deliverables completed to date.

There is no net change in the dollar amount of the contract (please see attached). Specifics of the proposed change order are as follows:

Contract Name	#1428-P: Public Safety Radio System
Contractor	E.F. Johnson
Change Order	#9: Coverage Enhancements
Contract Amount thru CO9	\$14,412,893.56
Change Order #9	-0-
Revised Contract	\$14,412,893.56
Budget:	

No Budget Impact

Attachment

1428-P: Public Safety Radio System

Contractor: E.F. Johnson Company

	System, Infrastructure Subscribers, Maint & Supp	Contingency & Enhancements	Total
Initial contract	12,214,675.53	2,750,000.00	14,964,675.53
C.O.#1: New radios	768,277.85	(768,277.85)	-
C.O.#2: Additional needs	700,000.00	(700,000.00)	-
C.O.#3: 12 Workstations	-	(164,987.00)	(164,987.00)
C.O.#4: P25 Firmware upgrades	-	(284,492.97)	(284,492.97)
C.O.#5: Commence Warranty	-	-	-
C.O.#6: Grounding & lightning	(99,552.00)	-	(99,552.00)
C.O.#7: Tower structural analysis	(2,750.00)	-	(2,750.00)
C.O. #8: PM for Existing Radios	144,841.95	(144,841.95)	-
C.O. #9: Coverage Enhancements*	687,400.23	(687,400.23)	-
	14,412,893.56	-	14,412,893.56

* Change Order #9, Modification 1-3, Coverage Enhancements:

From Contingency	687,400.23
From Tower Enhancements	112,599.77
Total Inc for Coverage Enhancements	800,000.00

Change Order No. 9

Project Name: Contract #1428-P: Fayette County Public Safety Radio System

Agreement: System Sales Agreement by and between Fayette County, Georgia ("County") and E.F. Johnson Company ("EFJohnson") dated November 9, 2018 ("Agreement")

The modifications described below constitute Change No. 9 to the Agreement for the above-referenced project. Change No. 9 includes five (5) modifications as further described herein.

Definitions in the Agreement apply to this Change Order No. 9 ("Change Order").

Modification 1-1, Payment Milestones for Subscriber Preventative Maintenance

Overview: The parties agreement for payment milestones for the subscriber preventative maintenance services agreed-upon in Change Order No.8.

Price for Modification: \$144,841.95 (paid from 911/Contingency Enhancements under the Agreement as provided in Change Order No. 8)

Agreement Time: No change

Description:

The parties have agreed to the pass-through only of subscriber preventative maintenance services from EFJohnson's local service provider, Radio One, to the County based on quotations provided by Radio One to the County and related services thereto including alignment (tuning) of the subscriber radios, minor maintenance (cleaning, tightening, etc.) and verification that the subscriber radio(s) meet performance specifications. EFJohnson will provide billing and purchase order support only and will not manage or be responsible for the activities of Radio One without limitation.

The parties respective responsibilities are as follows:

A. EFJohnson's Responsibilities:

- a. Issue purchase orders to Radio One based on quotations provided from Radio One to the County.
- b. Issue payment to Radio One in the agreed upon amount in Change Order No. 8 for modification once the County confirms to EFJohnson in writing that the preventative subscriber maintenance work has been completed and is eligible for payment.
- c. Issue invoice to the County for the above amount for modification once the County has provided confirmation in . b. above.
- d. Other than the responsibilities in A. a., b. and c. above, EFJohnson shall take no responsibility for any other efforts regarding the subscriber preventative including, but not limited to, scheduling, performance, non-compliant services and/or escalations.

B. County's Responsibilities:

- a. Coordinate directly with Radio One for all subscriber preventative maintenance efforts including, but not limited to, (i) scheduling of County organizations to collect units for preventative maintenance, (ii) proving and developing specific scope of work and processes to perform preventative maintenance and all escalations and requests for service.
- b. Pay invoice issued by EFJohnson upon receipt.

Payment for Modification 1-1 is due and payable as follows:

- A. Eighty-Four Thousand, Five Hundred Thirty-Six and 95/100 USD (\$84,536.95) due at full execution of the Change Order.
- B. Thirty Thousand and NO/100 USD (\$30,000.00) due three (3) months after full execution of the Change Order.
- C. Thirty Thousand, Three Hundred Five and 05/100 USD (\$30,305.00) due six (6) months after full execution of the Change Order.

Modification 1-2, Acceptance of AVL/ESChat Separation of Operation

Description: The parties have reached agreement that EFJohnson has delivered on all AVL/ESChat requirements under the Agreement.

Price for Modification: No change

Agreement Time: No change

Description:

The parties agree that the Automatic Vehicle Location ("AVL") and ESChat Push to Talk over Cellular have been delivered on separate platforms, are not an integrated solution and are accepted by the County as delivered. No further obligations are due and owing by EFJohnson related to the same, and the County has ownership of the administration of the above platforms.

Modification 1-3, Coverage Enhancements

Description: The parties agree to design changes to enhance coverage of the County's System.

Price for Modification: \$800,000.00 (\$687,400.23 paid from Contingencies and \$112,599.77 from tower enhancements under the Agreement)

Agreement Time: No change

Description:

The parties agree to the following design changes to the System as further described in Exhibit A of this Change Order. Specifically, the efforts include, at a high level: (i) the replacement of transmit antennas; (ii) the relocation of the Peachtree City site; and (iii) the addition of a new site in the Northeast portion of the County.

Payment for Modification 1-3 is due and payable as follows:

- a. Fifty Percent (50%), Four Hundred Thousand and 00/100 (\$400,000.00), due at and to be added to the original CATP Satisfactorily Completed milestone; and
- b. Fifty Percent (50%), Four Hundred Thousand and 00/100 (\$400,000.00), due at and to be added to the original Final Project Acceptance milestone.

Modification 1-4, Agreement on Warranty Start

Description: The parties agree on the warranty start date as of Beneficial Use of the ten (10) original sites and the payment of the first two (2) extended years of warranty and maintenance beginning October 1, 2023 after the expiration of the one (1) year standard warranty.

Price for Modification: No change

Agreement Time: No change

Description:

The parties have agreed to the warranty start date of October 1, 2022 for the ten (10) original sites: (i) Volunteer; (ii) Westbridge; (iii) Swanson; (iv) Tyrone; (v) SR54; (vi) Porter Road; (vii) Brooks; (viii) Mudbridge; (ix) Hilo; and (x) Peachtree City Legacy.

Furthermore, the County agrees to the payment of the first two (2) years of extended warranty and maintenance upon full execution of the Change order as follows:

- A. Three Hundred Forty-Three Thousand, Three Hundred Forty-Four and 29/100 USD (\$343,344.29) for the period of October 1, 2023 to September 30, 2024; and
- B. Three Hundred Forty-Three Thousand, Three Hundred Forty-Four and 29/100 USD (\$343,344.29) for the period of October 1, 2024 to September 30, 2025.

Modification 1-5, Agreement on Payment of Completed Deliverables

Description: The parties agree that the subject project deliverables have been completed; therefore, payment is due and payable for the same.

Price for Modification: No change

Agreement Time: No change

Description:

The parties agree that the following payment milestones as provided in Section 14.1 of Attachment 2.g of the Agreement are, to date, due and owing upon full execution of this Change Order:

- A. Two Hundred Thirty-Four Thousand, Five Hundred Fifty-Five and 22/100 USD (\$234,555.22) representing the completion of microwave installation;
- B. Two Hundred Thirty-Four Thousand, Five Hundred Fifty-Five and 22/100 USD (\$234,555.22) representing the completion of staging completion;
- C. Four Hundred Sixty-Nine Thousand, One Hundred Ten and 44/100 USD (\$469,110.44) representing the completion of civil work; and
- D. Four Hundred Sixty-Nine Thousand, One Hundred Ten and 44/100 USD (\$469,110.44) representing the completion of FNE install.

The remaining payment milestones for the project (excluding extended warranty and maintenance payments) to be due and owing upon completion are CATP Satisfactorily Completed and Final Project Acceptance as provided in this Agreement and under this Change Order.

Each party acknowledges that it has read this Change Order, understands it, and agrees to be bound by its terms and conditions. This Change Order supersedes all proposals or other prior acknowledgments, oral or written, and all other communications between the parties related to this change in the Work. To the extent that any provision of this Change Order conflicts with any provision of the Agreement, the applicable provision of this Change Order shall govern. To the extent that any provision of this Change Order conflicts with the Agreement, the application provision of this Change Order shall govern.

ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT REMAIN IN FULL FORCE AND EFFECT.

Original Agreement Price:	\$	14,412,893.56
Previously Approved Change Orders:	\$	-
This Change Order Amount:	\$	-
<u>Current Agreement Price:</u>	<u>\$</u>	<u>14,412,893.56</u>

Contract #1428-P: Fayette County Public Safety Radio System

Fayette County, Georgia

Authorized Signatory: _____ **Date:** _____

Printed Name: _____ **Title:** _____

E.F. Johnson Company

Authorized Signatory: _____ **Date:** _____

Printed Name: _____ **Title:** _____

EXHIBIT A

Fayette County, Georgia Change Order #5:

Exhibit A

January 8th, 2025

PROPRIETARY & CONFIDENTIAL

The data contained in this document is considered proprietary and confidential and is not to be disclosed to any unauthorized agencies without the written permission of E.F. Johnson Company. No duplication of the whole or any part is permissible except for the purpose of evaluating this document.

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1. RF Coverage

1.1. Overview

After discussions with the County regarding coverage concerns in the current system design, it was concluded that modifications to the design were needed to provide enhanced coverage. To memorialize these design changes, a contract change order was deemed by the County and E.F. Johnson Company ("EFJohnson") to be the appropriate method to convey these changes. This RF Coverage Description provides the technical details of the system and the design changes that are included in this Change Order subject to the assumptions in Section 1.8. The equipment to be provided as part of this Change Order is included in Section 1.9.

The design changes fall into three general categories:

1. Replacement of transmit antennas
2. Relocation of the Peachtree City site
3. Addition of a new site in the Northeast portion of the County

1.2. Replacement of transmit antennas

Following a review of coverage concerns as described by the County, it was determined that the antenna patterns used to meet 800 MHz National Public Safety Planning Advisory Committee (NPSPAC) Region 10 Regional Planning Committee (RPC) requirements for co-channel interference were contributing to these coverage concerns. These antennas limit signal in the direction of other co-channel licensees and provide frequency re-use across Region 10. Unfortunately, these antennas also limit useful signal in areas near the County border and were contributing to coverage concerns near the County borders.

In order to fill in coverage in these areas, EFJohnson will replace the current transmit antennas (2 per site) at nine (9) sites (Volunteer, Westbridge, Swanson, Tyrone, SR54, Porter, Brooks, Mud Bridge and Hilo) with omnidirectional antennas with electrical downtilt. It's the County's responsibility to work with these tower owners to get approval to replace current antennas including any applications or leasing costs associated with RAD center use. In addition to electrical tilt which is internal to the antenna, EFJohnson will also be using mechanical tilt, which is physically mounting the antenna with deliberate tilt. This provides three benefits over the current configuration:

1. Normalized Power to the County Center
2. Increased Power to the County Border (increases signal in areas at or near the County Border)
3. Reduced Power to the Horizon, outside of the County (Interference Contours are maintained or reduced)

Referencing Figure 1 below, with the new antenna design the updated interference contours still remain

largely within the original interference contours of the current antenna system. In the figure, the red line represents the locus of all service contours of the current antenna system and the blue lines represent the updated service contours for each of the new antennas.

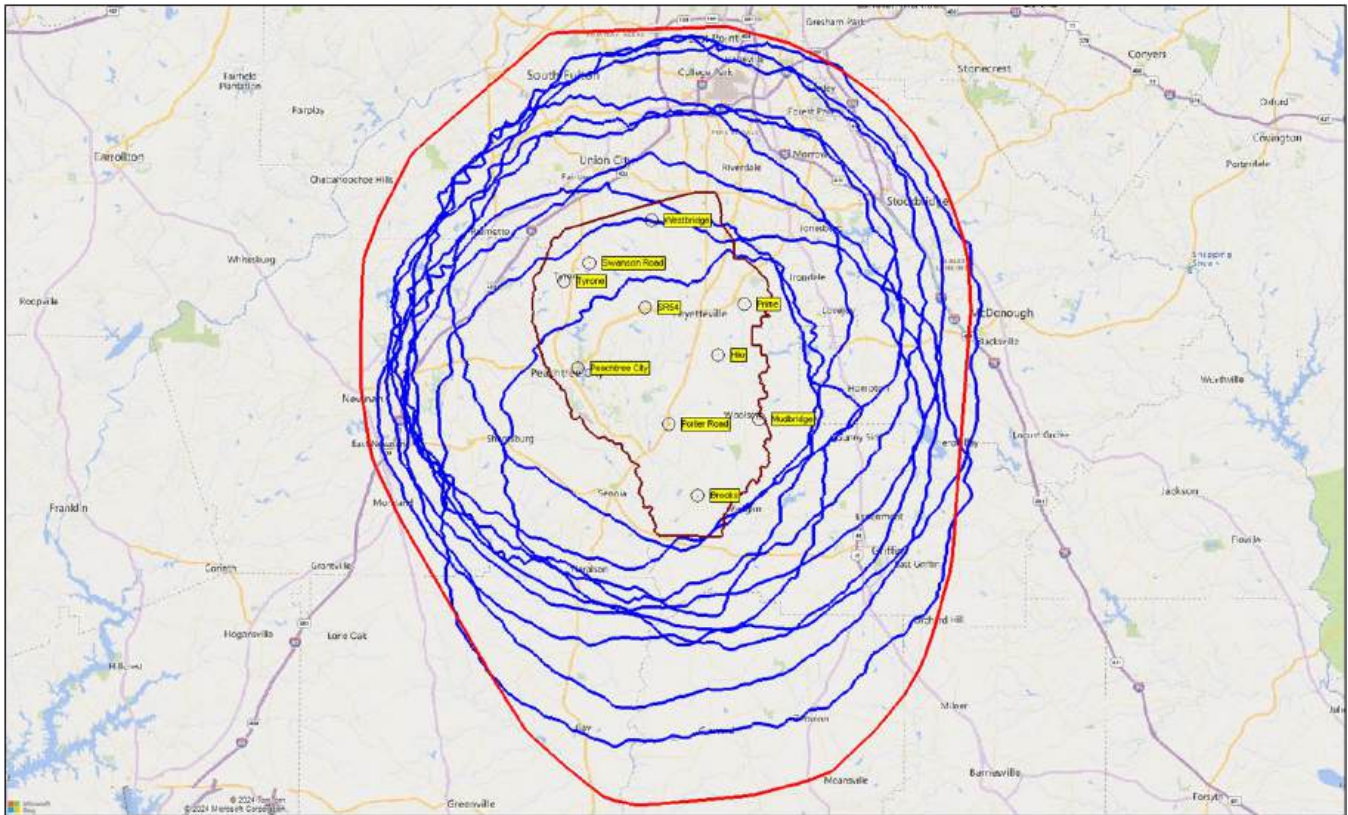


Figure 1 - Proposed Antenna System Interference Contours

1.3. Relocation of the Peachtree City site

While the current Peachtree City site is adequate, it was found through investigations that alternate sites can provide additional coverage in areas in and around Peachtree City. One of the sites identified was the ASR1056236 site. This is an American Tower site and provides additional coverage west of the ridge of SR74 in and around Everton Villages and adjacent areas which increases the overall service area coverage reliability of the County's system. EFJohnson shall perform the relocation and installation services below. The County is responsible to work with American Tower to submit the site application and secure the lease agreement. Furthermore, the County is responsible to pay any pre-construction requirements from the owner including, but not limited to, structural, mount analysis, application fees and any other requirements from the owner. The County is responsible to make all lease payments.

This relocation will entail moving all equipment internal to the equipment shelter including generator, LMR, RF and network equipment from the current location to the new ASR1056236 site location. New LMR antennas and antenna lines will be installed, both transmit and receive. New microwave dishes

and antenna lines will be installed. Additionally, the microwave dishes located at Porter Road and Tyrone will be re-oriented to the new azimuths of the new site.

During this move, the Peachtree City site and associated functionality will be disabled. EFJohnson will coordinate the move schedule with Fayette County to minimize disruptions to operations.

1.4. Addition of a new site in the Northeast portion of the County

Many of the coverage concerns identified by the County occurred in the northeast portion of the County. To alleviate these concerns, a new site was identified, ASR1047185 to provide additional coverage. Installation, relocation and re-orientation activities will be provided by EFJohnson. The County is responsible to work with Crown Castle to submit the site application and secure the lease agreement. Furthermore, the County is responsible to pay any pre-construction requirements from the owner including, but not limited to, structural, mount analysis, application fees and any other requirements from the owner. The County is responsible to make all lease payments.

This site will contain all new equipment installed by EFJohnson and included in the equipment list attached hereto. New LMR antennas and antenna lines will be installed, both transmit and receive. Shelter, generator, and new microwave dishes and antenna lines will be installed. Additionally, the microwave dishes located at Westbridge and Prime (Volunteer) will be re-oriented to the new azimuths of this new site. The dish on the Westbridge site is on a tower leg that cannot see the NE site and thus will require a new antenna line to relocate onto a different tower leg. EFJohnson is responsible to coordinate path survey and FCC coordination with Aviat, ensure paths meet available standards, coordinate cutover to new paths and ensure patch performance.

During this microwave antenna re-orientation, this link will be disabled. Since the microwave system is configured in a ring topology, EFJohnson expects that there will be no disruptions to service during re-orientation. However, EFJohnson will coordinate the re-orientation schedule with Fayette County to minimize any potential disruptions to operations. The County is responsible to notify any affected agencies of possible service interruptions.

1.5. RF Coverage Requirements

EFJohnson has based the updated RF coverage design and predictions on TSB-88 recommendations, standard engineering practices, and the requirements of Fayette County.

Table 1-1. Service Area Reliability Coverage Requirements at DAQ 3.4

Service Area	Talk-Out (Outbound Communications)	Talk-In (Inbound Communications)
Portable In-Building (20 dB Attenuation)	95%	95%
Portable Outdoor	95%	95%
Mobile	95%	95%

1.5.1. 800 MHz Phase 2 System RF Site Parameters

The following table lists all relevant site parameters for updating the Phase 2 trunked radio system coverage design.

Table 1-2. 800 MHz Phase 2 System Site Parameters (Sites 1-5)

Site Name	ASR 1047185	AT - 1056236 (New Peachtree)	Brooks	Hilo	Mudbridge
Latitude	33.54888889	33.394167	33.29155556	33.41180556	33.35702778
Longitude	-84.44683333	-84.594722	-84.45813889	-84.43661111	-84.39494444
Simulcast Delay Offset (µSec)	120	156	130	126	125
Receive Antenna Gain (dBd)	10.5	10.5	10.5	11.5	11.5
Receive Antenna Height (ft)	190	215	245	158	200
Receive Antenna Model	RFI - CC807-11- T2.pat	RFI - CC807-11- T2.pat	RFI - CC807-11- T3.pat	SINCLAIR - SC49C- HWBLDF(D02- NUF)	SINCLAIR - SC49C- HWBLDF(D02- NUF)
Receive Azimuth Orientation (°)	0	0	1	0	264
Receive Beam Tilt (°)	0	0	0	0	0
Receive Beam Tilt Azimuth (°)	0	0	1	0	264
Receive Misc System Loss (dB)	0.29	0.29	0.29	0.29	0.29
Receive Multiplexer Loss (dB)	0	0	0	0	0
Receive Transmission Line Length (ft)	210	235	265	178	220
Receive Transmission Line Loss (dB)	2.50	2.80	3.16	2.12	2.62
Receive Transmission Line Type	7/8" foam	7/8" foam	7/8" foam	7/8" foam	7/8" foam
Receive Required Service C/(I+N) Ratio (dB)	18.7	18.7	18.7	18.7	18.7
Receive System Noise Figure (dB)	3.01	3.01	2.70	2.66	2.68
Receive Equivalent Noise Bandwidth (MHz)	0.006	0.006	0.006	0.006	0.006
Receive Tower Top Amplifier Gain (dB)	18	18	18	18	18
Receive Tower Top Amplifier Noise (dB)	2.7	2.7	2.7	2.7	2.7
Receive Multicoupler Gain (dB)	8	8	8	8	8
Receive Multicoupler Noise (dB)	6.8	6.8	6.8	6.8	6.8
Receive BTS Noise (dB)	9.9	9.9	9.9	9.9	9.9
Transmit Antenna Gain (dBd)	13	10.5	10.5	10.5	10.5
Transmit Antenna Height (ft)	170	190	279	158	160
Transmit Antenna Model	RFI - BPA7496- 120-15.pat	RFI - CC807-11- T2.pat	RFI - CC807-11- T3.pat	RFI - CC807-11- T2.pat	RFI - CC807-11- T3.pat
Transmit Azimuth Orientation (°)	210	242	355	79	84
Transmit Beam Tilt (°)	0	-1.5	2	-2	-3
Transmit Beam Tilt Azimuth (°)	210	242	355	79	84
Transmit Power (dBmW)	46	49	48	47.8	48.5
Transmit Misc System Loss (dB)	0.5	0.5	0.5	0.5	0.5
Transmit Multiplexer Loss (dB)	3.5	4.2	4.41	4.07	4.25
Transmit Transmission Line Length (ft)	190.00	210.00	187.16	206.47	190.52
Transmit Transmission Line Loss (dB)	2.26	2.50	2.23	2.46	2.27
Transmit Transmission Line Type	7/8" foam	7/8" foam	7/8" foam	7/8" foam	7/8" foam

Table 1-3. 800 MHz Phase 2 System Site Parameters (Sites 6–10)

Site Name	Porter Road	Prime	SR54	Swanson Road	Tyrone
Latitude	33.35247222	33.45552778	33.45277778	33.49002778	33.47516944
Longitude	-84.48680556	-84.40983333	-84.51166667	-84.5685	-84.59448889
Simulcast Delay Offset (µSec)	132	115	130	126	127
Receive Antenna Gain (dBd)	11.5	11.5	11.5	11.5	6.5
Receive Antenna Height (ft)	255	450	125	375	185
Receive Antenna Model	SINCLAIR - SC49C-HWBLDF(D00)	SINCLAIR - SC49C-HWBLDF(D02-NUF)	SINCLAIR - SC49C-HWBLDF(D02-NUF)	SINCLAIR - SC49C-HWBLDF(D00)	SINCLAIR - SC476-HF1LDF(D00-E5749)
Receive Azimuth Orientation (°)	0	35	0	130	120
Receive Beam Tilt (°)	0	0	0	0	0
Receive Beam Tilt Azimuth (°)	0	35	0	130	120
Receive Misc System Loss (dB)	0.29	0.29	0.29	0.29	0.2
Receive Multiplexer Loss (dB)	0	0	0	0	0
Receive Transmission Line Length (ft)	275	470	145	395	205
Receive Transmission Line Loss (dB)	3.28	5.60	1.73	4.706323632	2.442522391
Receive Transmission Line Type	7/8" foam	7/8" foam	7/8" foam	7/8" foam	7/8" foam
Receive Required Service C/(I+N) Ratio (dB)	18.7	18.7	18.7	18.7	18.7
Receive System Noise Figure (dB)	2.71	3.20	2.64	2.792220823	2.669858158
Receive Equivalent Noise Bandwidth (MHz)	0.006	0.006	0.006	0.006	0.006
Receive Tower Top Amplifier Gain (dB)	18	18	18	18	18
Receive Tower Top Amplifier Noise (dB)	2.7	2.7	2.7	2.7	2.7
Receive Multicoupler Gain (dB)	8	8	8	8	8
Receive Multicoupler Noise (dB)	6.8	6.8	6.8	6.8	6.8
Receive BTS Noise (dB)	9.9	9.9	9.9	9.9	9.9
Transmit Antenna Gain (dBd)	10.5	10.5	9.5	10.5	10.5
Transmit Antenna Height (ft)	290	410	160	335	186
Transmit Antenna Model	RFI - CC807-11-T2.pat	RFI - CC807-11-T3.pat	RFI - CC807-09.pat	RFI - CC807-11-T3	CC807-11-T2
Transmit Azimuth Orientation (°)	85	241	0	310	295
Transmit Beam Tilt (°)	0	2	0	-2	-2
Transmit Beam Tilt Azimuth (°)	85	241	0	310	295
Transmit Power (dBmW)	44	47.54	47.29	49.29	47
Transmit Misc System Loss (dB)	0.5	0.5	0.5	0.5	0.5
Transmit Multiplexer Loss (dB)	4.77	4.22	4.94	4.75	3.97
Transmit Transmission Line Length (ft)	188.84	250.11	121.70	217.3777411	136.8052965
Transmit Transmission Line Loss (dB)	2.25	2.98	1.45	2.59	1.63
Transmit Transmission Line Type	7/8" foam	7/8" foam	7/8" foam	7/8" foam	7/8" foam

Table 1-4. 800 MHz Phase 2 System Site Parameters (Site 11)

Site Name	Westbridge
Latitude	33.52683333
Longitude	-84.50463889
Simulcast Delay Offset (µSec)	130
Receive Antenna Gain (dBd)	11.5
Receive Antenna Height (ft)	279
Receive Antenna Model	SINCLAIR - SC49C- HWBLDF(D02- NUF)
Receive Azimuth Orientation (°)	172
Receive Beam Tilt (°)	0
Receive Beam Tilt Azimuth (°)	172
Receive Misc System Loss (dB)	0.29
Receive Multiplexer Loss (dB)	0
Receive Transmission Line Length (ft)	299
Receive Transmission Line Loss (dB)	3.562508268
Receive Transmission Line Type	7/8" foam
Receive Required Service C/(I+N) Ratio (dB)	18.7
Receive System Noise Figure (dB)	2.722898617
Receive Equivalent Noise Bandwidth (MHz)	0.006
Receive Tower Top Amplifier Gain (dB)	18
Receive Tower Top Amplifier Noise (dB)	2.7
Receive Multicoupler Gain (dB)	8
Receive Multicoupler Noise (dB)	6.8
Receive BTS Noise (dB)	9.9
Transmit Antenna Gain (dBd)	10.5
Transmit Antenna Height (ft)	200
Transmit Antenna Model	RFI - CC807- 11-T3.pat
Transmit Azimuth Orientation (°)	352
Transmit Beam Tilt (°)	-2
Transmit Beam Tilt Azimuth (°)	352
Transmit Power (dBmW)	48.75
Transmit Misc System Loss (dB)	0.5
Transmit Multiplexer Loss (dB)	4.97
Transmit Transmission Line Length (ft)	144.3589632
Transmit Transmission Line Loss (dB)	1.72
Transmit Transmission Line Type	7/8" foam

1.5.1.1.1. 800 MHz Phase 2 Subscriber Parameters

The following table lists all relevant subscriber parameters for developing the EFJohnson 800 MHz Phase 2 trunked radio system coverage design.

Table 1-5. 800 MHz Phase 2 System Subscriber Parameters

Subscriber Type	Portable	Mobile
Antenna Height (ft)	3.3	6.0
Antenna Effective Gain (dBd)	-8.5 (Case Loss per TSB-88)	-3 (Includes 2 dB cable loss)
Transmit Power (dBm)	34.77	44.77
Receiver Noise Figure (dB)	9.9	9.9
Receiver Sensitivity @ DAQ 3.4 (dBm)	-109.9	-109.9

1.6. RF Coverage Predictions and Guarantee

EFJohnson has based the RF coverage predictions and antenna system design on TSB-88 recommendations and Fayette County's requirements. EFJohnson created composite 800 MHz Project 25 Phase 2 coverage projections for Fayette County.

1.6.1. 800 MHz Project 25 Phase 2 Predicted Coverage Analysis Result

The following results represent the expected coverage and are based on the design parameters in this document.

Table 1-6. Talk-Out Coverage Predictions and Service Area Guarantee at DAQ 3.4

Service Area	Simulcast Talk-Out Required Coverage Percentage	Guaranteed Reliability Percentage
Portable In-Building (20 dB Attenuation)	95%	95%
Portable Outdoor	95%	95%
Mobile	95%	95%

Table 1-7. Talk-In Coverage Predictions and Guarantee at DAQ 3.4

Service Area	Simulcast Talk-In Required Coverage Percentage	Guaranteed Reliability Percentage
Portable In-Building (20 dB Attenuation)	95%	95%
Portable Outdoor	95%	95%
Mobile	95%	95%

1.6.2. FCC Licensing

The design uses the existing FCC licensed channels licensed to the County and is simply expanding those channels to the sites listed above, modifying their Effective Radiated Power (ERP) and/or antenna pattern as applicable. The design and the coverage guarantees specified in this Change Order are predicated on getting licensing approvals from the Region 10 RPC for this design. EFJohnson has

consulted with our spectrum licensing subcontractor on this design, and together we feel that the antenna design will meet RPC requirements to gain approval for licensing. It is EFJohnson's responsibility to coordinate with such spectrum licensing contractor. It is the County's responsibility to sign and/or authorize the FCC license modifications as needed.

However, in the unlikely event that approval is not given by the FCC, or modifications are required that reduce EFJohnson's predicted coverage reliability below 95%, EFJohnson and the County agree to negotiate in good faith an additional change order(s) to account for any schedule and/or pricing adjustments due to such denial or modification.

1.7. Coverage Maps

Talk-out and talk-in system composite coverage maps for the 800 MHz ATLAS P25 Phase 2 Trunked Simulcast system are attached to this Change Order. The attached maps represent the system's normal operating mode and expected day-to-day performance.

The maps are labeled for each of the following configurations:

- Map 01 – Portable in 20 dB Building Talk-out
- Map 02 – Portable in 20 dB Building Talk-in

1.8. Assumptions

Sites

1. New site development is not included in this Change Order and will be performed by the County.
2. Fayette County will secure all leases and pay any future recurring lease payments or fees associated with acquiring new sites.
3. Any modifications needed to existing sites will be coordinated and paid for by the County.

Services

1. Post-installation testing and test plan will be conducted to baseline the system. The County will accept results of CATP and will pay milestone upon completion of test.
2. Training not identified in this estimate is not included.

Products

1. Unless otherwise stated herein, EFJohnson reserves the right to utilize new or used equipment as long as it meets specifications.

1.9. Equipment List

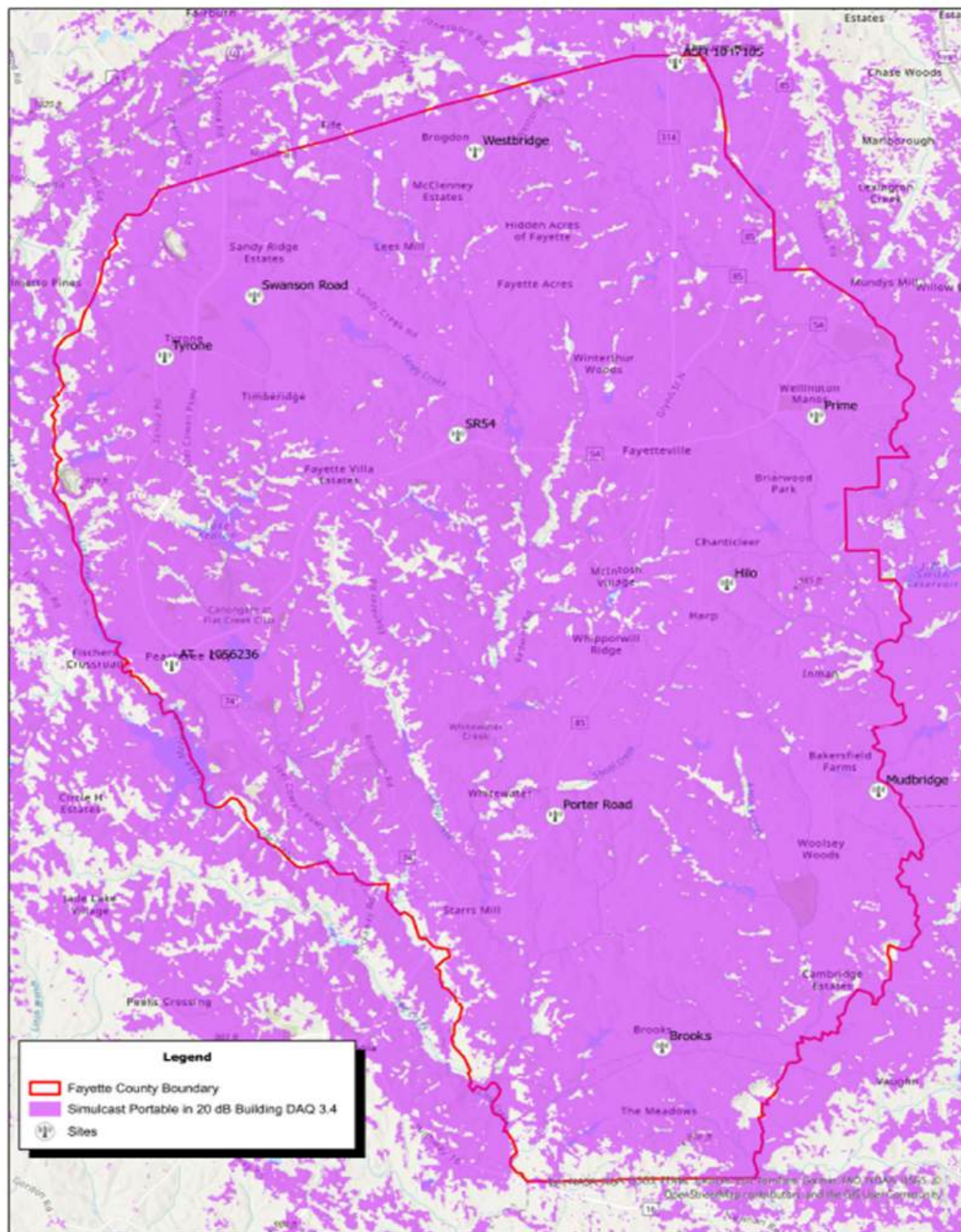
Table 1-8. Fayette County Equipment List

GA, Fayette County Change Order		Quote 5101707, CRM 21380
Qty	Description	
ATLAS 4500		
10	ATLAS 4500 DC 7/800 PHASE 2 TRUNK SIMULCAST	
Timing & Frequency Reference		
2	REF GEN SECURESYNC 1X10MHZ & 1X 1PPS OCXO 120V/48V	
1	SIGNAL SELECTOR AMPLIFIER 10 MHZ/1PPS X 16 SAS-36E	
2	GPS ANTENNA SECURE SYNC KIT	
2	GPS ANTENNA SURGE SUPPRESSOR	
3rd Party System Equipment		
Site Equipment Rack(s)		
10	TESSCO BNC/M-DOUBLE BNC/F RFB-1130-5	
1	DELLPOWEREDGE R250 NTKW ANALYZER - 3000172439129.2	
10	50 OHM DUMMY LOAD DNC 1/4W - DB8922	
Lightning Protectors		
2	PROTECTOR DC BLK 350-1.2 GHZ DMDP POLY TUSX-DFM	
2	PROTECTOR DC BLK 350-1.2 GHZ DMDP POLY TUSX-DFM	
2	PROTECTOR PASS 400-1.2 GHZ DMDP POLY DGXE+24DMDP-A	
2	PROTECTOR PASS 400-1.2 GHZ DMDP POLY DGXE+24DMDP-A	
Rack & Cabinet		
3	SYSTEM RACK 19" X 7'-0" UNI CLR 45RU CPI 46353-503	
Test Ports & RF Monitoring		
2	763-960MHz SMART RF PWR MONITOR W/DINF, DC, PANEL	
Rack Grounding		
3	RACK GROUND BUS 72" HARGER RGBVKIT145872EFJT	
Rack AC Power		
1	Wilmore Inverter 48VDC - 120VAC. Sereis 1786 P/N 1786-48-120-60-U	
Rack 24/48V Power		
1	DC POWER SYSTEM 294A ELTEK/RACKMT 6801-ETDC-FP2-8	
16	TELCO BATT 12V 210AH NORTHSTAR NSB210-FT RED	
1	BATTERY RACK 23 IN, RACKMOUNT SOLUTIONS	
Router Nokia		
1	NOKIA 7705 REDUNDANT CONFIG	
2	ALCATEL-LUCENT 6860	
Alarm SNMP		
1	SITE ALARM PANEL -48VDC S550A-6/DC-8C-4C4V-4C4R	
1	SITE ALM T&H PROBE FOR S530 ASENTRIA ESJ-TH8/EFJ	
Transmit Combiners		
2	800 COMBINER 851-869MHZ 5CH DUAL 8" DB DSCC85-05D	
2	WALL JUMPER TX 10-FT	
2	WALL JUMPER TX 10-FT	
10	COMBINER JUMPER	
Multicouplers & TTA		
1	799-816MHZ TOWER TOP AMPLIFIER W/ DIN CONNECTOR	

GA, Fayette County Change Order		Quote 5101707, CRM 21380
Qty	Description	
1	799-816MHZ TOWER TOP AMPLIFIER W/ DIN CONNECTOR	
1	DSX7PDU16-DC dB Spectra Multicoupler 16CH	
1	WALL JUMPER RX 10-FT	
1	WALL JUMPER RX 10-FT	
14	MULTICOUPLER JUMPER--RG142	
Antenna & Feedline Equipt		
CS Antenna & FL		
3	GROUNDING KIT 1/2" RFS GKFORM60-12	
2	GROUNDING KIT 1/2" RFS GKFORM60-12	
250	FEEDLINE 1/2" RFS LCF12-50JFN UNIT 1 FT (FR)	
201	FEEDLINE 1/2" RFS LCF12-50JFN UNIT 1 FT (FR)	
1	FEEDLINE EFJ INST KIT 1/2" LCF12 FIRST 100-FT	
1	FEEDLINE EFJ INST KIT 1/2" LCF12 FIRST 100-FT	
Collinear Omni Antennas		
1	RFI/CC807-11-T2	
2	BPA7496-120-15 : RFI PANEL ANTENNA, 13DBD, 746-960MHZ, 120DEG, PIM & 25KW PIP RATED, 4.3 CONN	
9	CC807-11-T2-P : RFI OMNI, CORP COLLINEAR, 10.5DBD, 746-870MHZ, 2DEG DT, PIM & 25KW PIP RATED, 4.3 CONN	
10	CC807-11-T3-P : RFI OMNI, CORP COLLINEAR, 10.5DBD, 746-870MHZ, 3DEG DT, PIM & 25KW PIP RATED, 4.3 CONN	
Feedline		
9	GROUNDING KIT 7/8" RFS GKFORM60-78	
2	GROUNDING KIT 7/8" RFS GKFORM60-78	
710	FEEDLINE 7/8" RFS LCF78-50JA UNIT 1 FT (STD)	
603	FEEDLINE 7/8" RFS LCF78-50JA UNIT 1 FT (STD)	
3	FEEDLINE EFJ INST KIT 7/8" LCF78 FIRST 100-FT	
3	FEEDLINE EFJ INST KIT 7/8" LCF78 FIRST 100-FT	
13	1/2" HANGER 10/BAG	
10	1/2" HANGER 10/BAG	
36	7/8" HANGER 10/BAG	
30	7/8" HANGER 10/BAG	
Antenna Jumpers		
4	ANTENNA JUMPER 6-FT	
4	ANTENNA JUMPER 6-FT	

JVCKENWOOD

Fayette County, GA



P25 Trunked Simulcast Phase II

Portable Talk-out, On-hip inside a 20 dB Building

95.0% Service Area Reliability

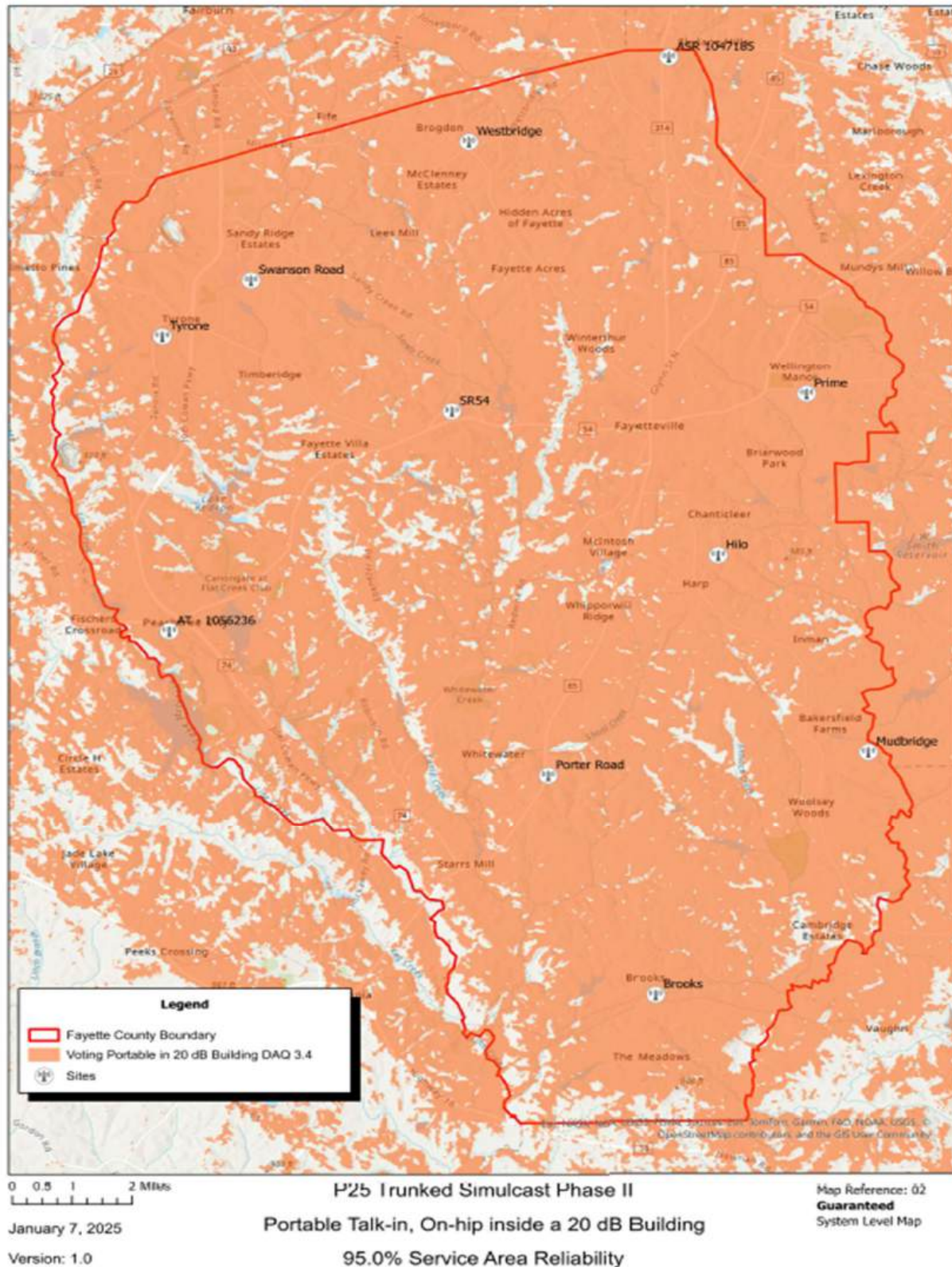
Map Reference: 01
Guaranteed
System Level Map

January 7, 2025

Version: 1.0

JVCKENWOOD

Fayette County, GA



COUNTY AGENDA REQUEST

Page 308 of 310

Department:

Presenter(s):

Meeting Date:

Type of Request: #18

Wording for the Agenda:

Request to ratify Emergency Contract #2515-S, Roof Repairs Fayette Community Health Building to Alpha Roofing Systems, LLC /DBA ACR Commercial Roofing in the sum of \$333,682.00.

Background/History/Details:

During the renovation of the old East Fayette Elementary School into the new Fayette Community Health Center, a number of issues were identified with the existing roof. Only minor repairs had been included in the renovation scope of work. After further investigation and inspections, it was discovered that a recovering of the existing roof with a TPO (Thermoplastic Polyolefin) membrane would be an effective solution.

An Invitation to Bid (ITB) was posted and sent out on December 17, 2024, with all bids due by January 28, 2025. The Purchasing Department received seven (7) qualifying bids. The lowest bid was checked and analyzed and no mistakes were found. References were contacted and two favorable references were supplied.

On February 13, 2025, this contract was expedited as an emergency repair to the roof due to a rain event that required immediate repair. This item is to request the Board's ratification of Contract #2515-S Roof Repairs Fayette Community Health Building to Alpha Roofing Systems, LLC /DBA ACR Commercial Roofing in the sum of \$333,682.00.

What action are you seeking from the Board of Commissioners?

Ratification of Contract #2515-S Roof Repairs Fayette Community Health Building to Alpha Roofing Systems, LLC /DBA ACR Commercial Roofing in the sum of \$333,682.00.

If this item requires funding, please describe:

Funds are available for this project under Budget code 205AA in the sum of \$1,206,180.52.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
 www.fayettecountyga.gov

To: Steve Rapson

Through: Ted Burgess *TB*

From: Colette Cobb *CC*

Date: February 13, 2025

Subject: Contract #2515-S: Roof Repairs – Fayette County Community Health Building Ratification of Emergency Repair

On December 17, 2024, the Purchasing Department issued Invitation to Bid #2515-B to secure a contractor to repair the existing roof at the new Public Health facility. Bids were received on January 28, 2025, and was scheduled to go to the Board of Commissioners on March 13, 2025, for approval.

On February 12, 2025, Fayette County Public Health Department reported serious roof leaks. Water was leaking heavily into areas in the building. Due to the time and the emergence of this issue, the contract will be awarded as an emergency contract to Alpha Roofing Systems, LLC DBA ACR Commercial Roofing, the lowest, responsive bidder. This will be presented for ratification on the minutes of the next available meeting of the Board of Commissioners.

References were checked by Project Manager, Tim Symonds, and results were favorable (Attachment 1).

Specifics of the proposed contract are as follows:

Contract Name	2515-S: Roof Repairs – Fayette County Community Health Bldg.	
Vendor	Alpha Roofing Systems, LLC DBA ACR Commercial Roofing	
Contract Amount	\$333,682.00	
Budget:		
Fund	375	CIP
Org.	37550110	Health
Object	541320	Bldgs/Structures
Project	205AA	Public Health Building
Available Budget	\$1,206,180.52	As of 2/12/2025

*Emergency Procurement
 Subject ACR Damage
 [Signature]*

Approved by: _____

Date: _____

2/13/25

2508-B: Roof Replacement – Fayette County Training Center and Restroom Pavilion
Tuesday, December 17, 2024
TALLY SHEET

Company Name	Total Bid Price
Richter Contracting Co., LLC	\$ 709,900.00
US Coating Specialists LLC	\$ 642,888.92
Roof Solutions LLC	\$ 633,540.00
Dusty Greer Roofing, Inc	\$ 433,900.00
Roof Technolgy Partners	\$ 423,499.00
Klein Contracting Corp	\$ 384,140.00
Alpha Roofing Systems, LLC DBA ACR Commercial Roofing	\$ 333,682.00