



City of Fairburn Work Session Agenda

June 13, 2022

6:00 pm

The Honorable Mayor Mario Avery, Presiding

The Honorable Mayor Pro-Tem Hattie Portis-Jones
The Honorable Linda J. Davis
The Honorable Pat Pallend

The Honorable Alex Heath
The Honorable Ulysses J. Smallwood
The Honorable James Whitmore

Mr. Rory Starkey
Mr. Tony Phillips
Brenda B. James

City Attorney
City Administrator
City Clerk

- I. Meeting Called to Order: The Honorable Mayor Avery
- II. Roll Call: City Clerk
- III. Agenda Items:
 - 1. Presentation on MARTA South Fulton County Transit Initiatives
 - 2. Discussion on proposed updates to the City of Fairburn Homestead Exemption
- IV. Adjournment



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: Presentation to Mayor and Council on the South Fulton County Transit Initiative

() AGREEMENT () POLICY / DISCUSSION () CONTRACT
() ORDINANCE () RESOLUTION (X) OTHER

Submitted: 06/03/2022

Work Session: 06/13/2022

Council Meeting: N/A

DEPARTMENT: City Administrator's Office

BUDGET IMPACT: N/A

PUBLIC HEARING: () Yes (X) No

PURPOSE: Provide Mayor and Council with an update on the South Fulton County Transit Initiative.

FACTS AND ISSUES: Marta is identifying transit improvements in South Fulton County, along Roosevelt Highway and South Fulton Parkway. The focus of the project is to identify transit recommendations that will facilitate better travel, improve time reliability, enhance options, and increase safety for passengers across transit along the identified corridors. The proposed transit enhancements on Roosevelt Highway focuses on enhancing the customer experience and increasing safety measures for passengers.

FUNDING SOURCE: N/A

RECOMMENDED ACTION: Presentation to Mayor and Council on the South Fulton County Transit Initiative.



Tony M. Phillips, City Administrator

South Fulton County Transit Initiative
June 2022

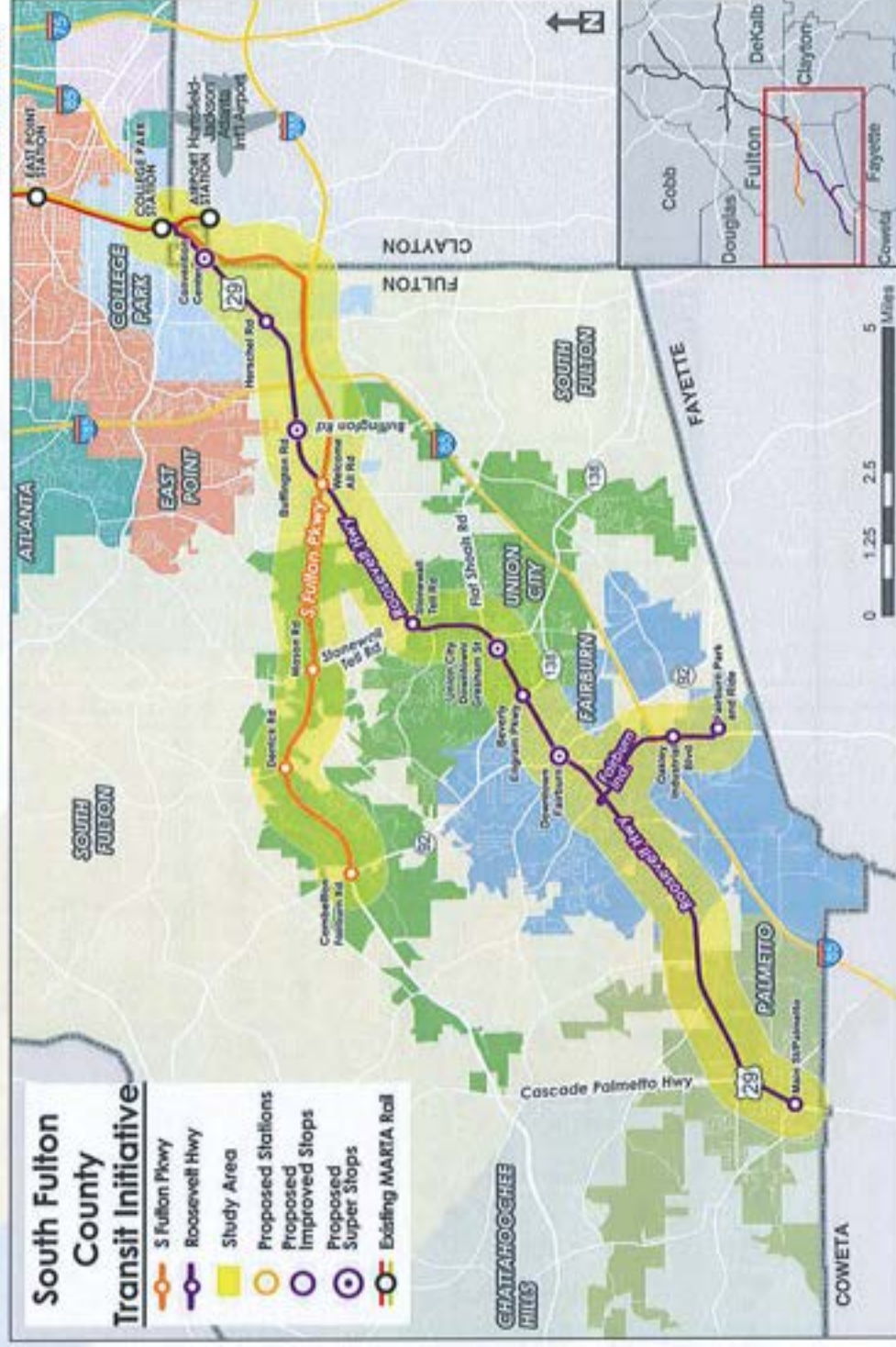


Project Focus

Project Focus

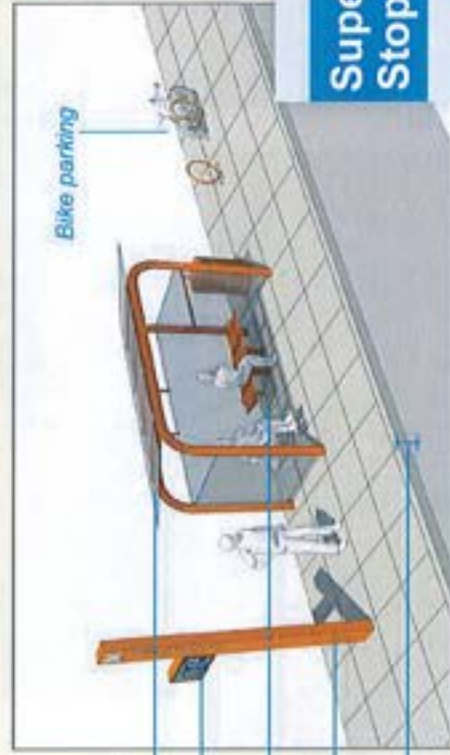
South Fulton Parkway
Bus Rapid Transit (BRT)
Feasibility

**Roosevelt Highway
(US 29)**
Transit Enhancements
for Existing Service



Sample Enhanced Stations

Improved Stop



Bike parking

Modular shelter

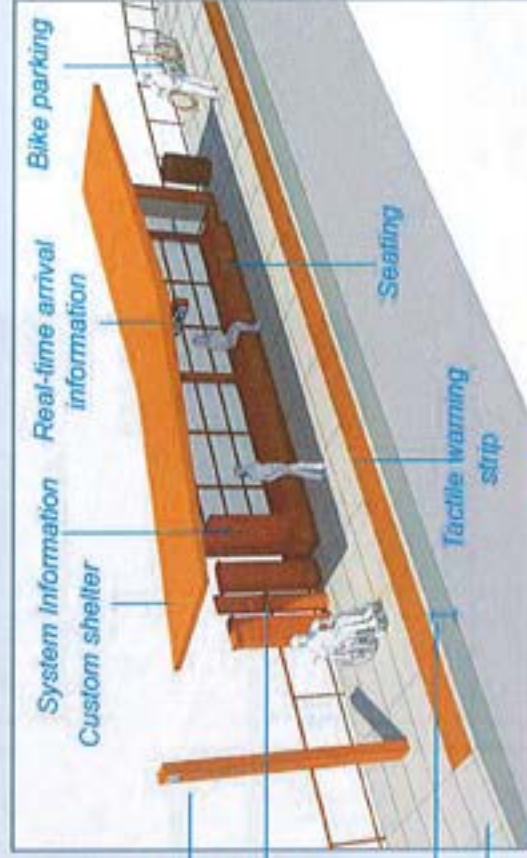
Real-time arrival information

Seating

Vertical marker

6-inch Curb

Super Stop



System information
Custom shelter

Real-time arrival
information

Seating

Tactile warning
strip

Level Boarding

Accessibility
ramp

Vertical marker

Ticket vending
machine

Bike parking

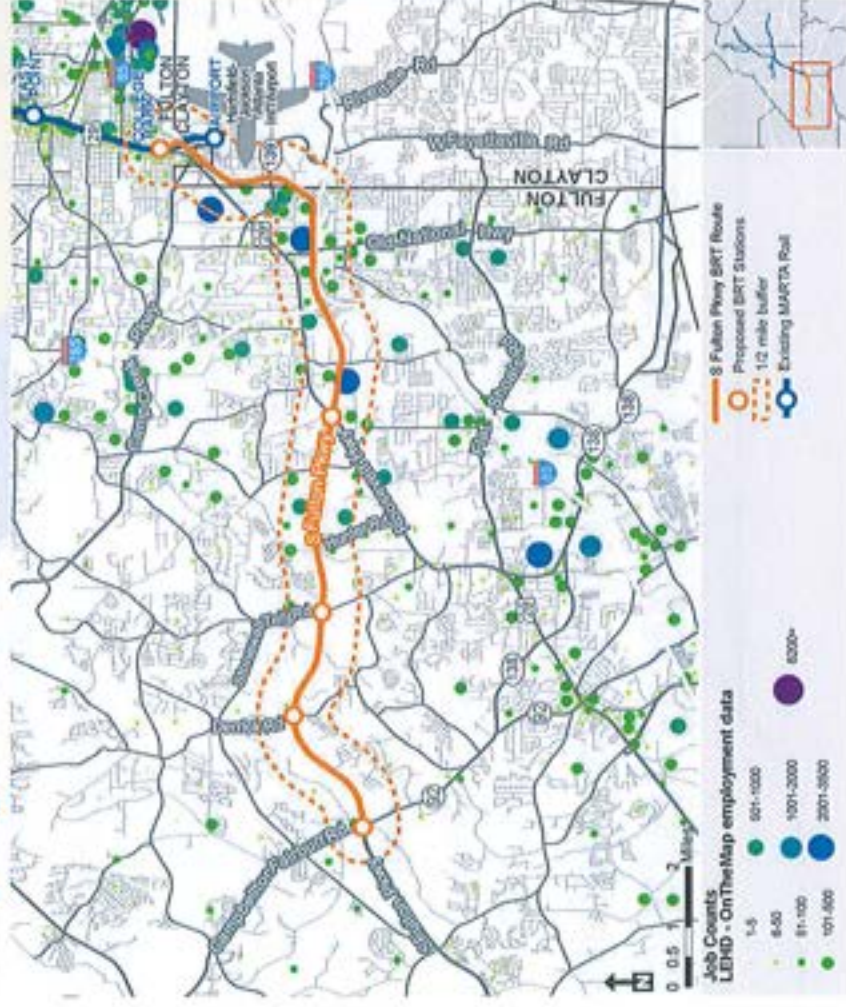
Process, Schedule & Outreach

Assessment Phase (2021-2023) Process



South Fulton Parkway Key Characteristics

South Fulton Parkway Employment Overview



Major Employers headquartered nearest the study area include:

- Chick-Fil-A
- National Credit Systems, Inc.
- Halpern's Purveyors of Steak & Seafood

Major employment centers along the corridor include:

- Del Monte Foods
- Kellogg
- GE Energy Parts Inc.
- Walmart Fulfillment Center

Roosevelt Highway/US 29 Key Characteristics

Roosevelt Highway

Key Characteristics

- Low population & employment density
- Transit supportive land use policies and zoning codes
- Gaps in pedestrian and bike facilities
- Upward and clustered trend in crashes
- Potential to increase development density, intensity, and mix



A. Gresham Street; B. Hershel Road; C. Buffington Road

Roosevelt Highway Evaluation at Each Stop

For each **proposed** station or stop area the project evaluates:

- Current Infrastructure
- Utilities
- Parking
- Lighting
- Land use and zoning
- Current MARTA ridership



Buffington Road Stop Location

Roosevelt Highway Major Takeaways

- **Land Use & Development**
 - Currently greater densities than South Fulton Parkway
 - Policy differences across multiple jurisdictions
- **First/Last Mile Connections**
 - Gaps in pedestrian and bicycle connections
 - Some improvements at stop locations, but limited
- **Travel Patterns**
 - Reverse commuters coming from Atlanta to employment on Roosevelt
 - HOV mode share indicates strong potential for transit market

Questions & Answers

MARTA Project Manager
Morgan L. Simmons
mlsimmons@itsmarta.com





CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: Homestead Exemption

☐ AGREEMENT ☒ POLICY / DISCUSSION ☐ CONTRACT
☒ ORDINANCE ☐ RESOLUTION ☐ OTHER

Submitted: 05/27/2022

Work Session: 06/13/2022

Council Meeting: 07/11/2022

DEPARTMENT: Finance

BUDGET IMPACT: Decrease revenues in Fiscal Year 2023-2024.

PUBLIC HEARING? ☐ Yes ☒ No

PURPOSE: For Mayor and Council to review, provide insight, and approve the proposed update to the Homestead Exemption.

HISTORY: The current Homestead Exemption for the City of Fairburn is over 20 years old; it was last updated in the year 2000.

FACTS AND ISSUES: These proposed changes consider the growth, demographics, and population of the City using the 2020 Census. This will provide a property tax break to the Citizens of the City of Fairburn.

FUNDING SOURCE: There are no budget impacts in Fiscal Year 2021-2022. This will decrease revenues in Fiscal Year 2023-2024.

RECOMMENDED ACTION: Staff recommends that Mayor and Council approve the proposed update to the Homestead Exemption.

A handwritten signature in blue ink, appearing to read "Tony M. Phillips", is written over a horizontal line.

Tony M. Phillips, City Administrator



CITY OF FAIRBURN

HOMESTEAD EXEMPTION PROPOSAL

PRESENTED BY:

PETERSON M. DAVID, MBA, MSFS

DIRECTOR OF FINANCE

CURRENT POLICY - SENIORS

The City of Fairburn offers a Homestead Exemption to residents within the city limits. This exemption reduces the assessed property value by \$10,000. Each household may have only one exemption. Rental properties or investment properties are not eligible for Homestead Exemptions.

To qualify for Senior exemption, all the following requirements must be met.

- Must be 65 years of age or older by April 1st
- Resident must live in the home (primary residence)
- Income Requirements:
 - Single - Income cannot exceed \$15,800
 - Married - Income cannot exceed \$31,600
- Current Driver's License
- All Vehicle Registrations

PROPOSED - SENIORS

- Must be 65 years of age or older by April 1st
- Resident must live in the home (primary residence)
- Current Driver's License/Identification Card

CURRENT POLICY - DISABLED

To qualify for Disabled exemption, all the following requirements must be met

- Must be 65 years of age or older or who is disabled by April 1st
- Resident must live in the home (primary residence)
- Income Requirements:
 - Single - Income cannot exceed \$15,800
 - Married - Income cannot exceed \$31,600
- Current Driver's License
- All Vehicle Registrations

- Up to three (3) physicians licensed to practice medicine in the state of Georgia must complete and sign a certificate provided by the Tax Assessors Office of Fulton County.
- The signing physician must certify that one or more individuals listed on the deed are mentally or physically incapacitated to the extent that they are unable to be gainfully employed, and that such incapacity is likely to be permanent.

PROPOSED - DISABLED

- Who is disabled by April 1st
- Resident must live in the home (primary residence)
- Current Driver's License/Identification Card
- Up to three (3) physicians licensed to practice medicine in the state of Georgia must complete and sign a certificate provided by the Tax Assessors Office of Fulton County.
- The signing physician must certify that one or more individuals listed on the deed are mentally or physically incapacitated to the extent that they are unable to be gainfully employed, and that such incapacity is likely to be permanent.

FINANCIALS – SENIORS/DISABLED

- 2020 Census: 1,120 Seniors over the age of 65
- Cost to Fairburn per \$10,000 exemption: \$81
- Number of current exempt seniors/disabled: 174
- Forgone revenues: \$14,094

Proposed

Estimated Increase	Number of Seniors	Forgone Revenues
50%	261	\$21,141
75%	305	\$24,705
100%	348	\$28,188
125%	392	\$31,752
150%	435	\$35,235

CURRENT POLICY

DISABLED VETERAN/PEACE OFFICER/FIRE FIGHTER

The City of Fairburn offers a Homestead Exemption to residents within the city limits who are veterans or widows of veterans. This exemption reduces the assessed property value up to \$50,000. Each household may have only one exemption. Rental properties or investment properties are not eligible for Homestead Exemptions.

To qualify for this exemption, all the following requirements must be met

- The applicant for the property must own and physically occupy the property as their primary residence.
- The applicant must have lived in the property as of January 1st of the current tax year.
- Must be 100% service-connected disability.
- Must provide a letter from the Department of Veteran Affairs or Department of Veteran Service, stating the qualifying disability.

CURRENT POLICY - CONTINUED

DISABLED VETERAN/PEACE OFFICER/FIRE FIGHTER

Exemption Names	Qualifications	Documentations Needed
Full Value - \$50,000 of assessed value	You are the unmarried widow/widower of a peace officer or firefighter killed in the line of duty. You are a resident of Georgia.	<ul style="list-style-type: none"> • Copy of Death Certificate • Documentation of occurrence of death in line of duty.
Disabled Veteran - Exemption up to \$50,000 of assessed value	You are certified by the Veterans Administration as having a 100% service - connected disability. This may be extended to un-remarried widow or minor children.	<ul style="list-style-type: none"> • Documentation from Veterans Administration.
Veteran Surviving Spouse - Exemption up to \$50,000 of assessed value	You are the un-remarried spouse of a military member killed in combat	<ul style="list-style-type: none"> • Copy of Death Certificate • Documentation of occurrence of death in line of duty.

PROPOSED

DISABLED VETERAN/PEACE OFFICER/FIRE FIGHTER

Exemption Names	Qualifications	Tax Break
Full Value - \$50,000 of assessed value	You are the unmarried widow/widower of a peace officer, firefighter, or military member killed in the line of duty. You are a resident of Georgia.	\$50,000 of assessed value
Disabled Veteran - 100%	You are certified by the Veterans Administration as having a 100% service - connected disability. This may be extended to un-remarried widow or minor children.	100% Exempt
Disabled Veteran - Less than 100%	You are certified by the Veterans Administration as having a service - connected disability. This may be extended to un-remarried widow or minor children.	\$50,000 of assessed value

FINANCIALS

DISABLED VETERAN/PEACE OFFICER/FIRE FIGHTER

- 2020 Census: 707 veterans
- Cost to Fairburn per \$50,000 exemption: \$405
- Number of current exemptions: 77
- Forgone revenues: \$31,185

Proposed

Exemption	Number of Veterans	Forgone Revenues
100%	77	\$48,220
Estimated Increase	Number of Veterans	Forgone Revenues
50%	39	\$15,795
75%	58	\$23,490
100%	154	\$62,370
125%	174	\$70,470
150%	193	\$78,165

HOMESTEAD ADDITIONAL INFORMATION

- The value of the residence in excess of the exempted amount shall remain subject to taxation.
- The homestead exemption provided shall not apply to any ad valorem taxes levied to pay interest on and retire bonded indebtedness.



QUESTIONS?



City of Fairburn Council Meeting

Agenda

June 13, 2022

7:00 pm

The Honorable Mayor Mario Avery, Presiding

The Honorable Mayor Pro-Tem Hattie Portis-Jones
The Honorable Linda J. Davis
The Honorable Pat Pallend

Mr. Rory Starkey
Mr. Tony Phillips
Ms. Brenda B. James

The Honorable Alex Heath
The Honorable Ulysses J. Smallwood
The Honorable James Whitmore

City Attorney
City Administrator
City Clerk

- I. Meeting Called to Order: The Honorable Mayor Avery
- II. Roll Call: City Clerk
- III. Invocation: Pastor William O'Neal, Living Word Church
- IV. Pledge of Allegiance:
- V. Presentation and Proclamations:
- VI. Adoption of the City Council Agenda:
- VII. Approval of the Minutes:
- VIII. Public Comments: Thirty (30) minutes shall be available for public comments. Each speaker shall be limited to three (3) minutes; however, a speaker may transfer his or her three (3) minutes to another speaker, but no speaker shall be permitted to speak for more than (6) minutes; further in the event, if more than ten (10) speakers desire to speak, each speaker shall be limited to two (2) minutes and no speaker may speak more than four (4) minutes. Issues raised at this time are generally referred to City Administration for review. Responses will be provided later.
- IX. Agenda Items/Public Hearings:

1. Rezoning 20222030 Liberty Communities, LLC (Public Hearing)

Recommendation: For Mayor and Council to consider the rezoning of 46.1 acres from AG (Agriculture) to R-4 (Single-family Residential) Based on the proposed development's inconsistency with the 2040 Comprehensive Plan and Future Land Use Map, staff is recommending Denial. **(Planning and Zoning)**

2. **Rezoning 2022031 Hernan Creek (Public Hearing)**

Recommendation: For Mayor and Council to consider the rezoning of 26.35 acres from AG ((Agriculture) to R-4 (Single-family Residential). Based on the proposed development's conformity to the 2040 Comprehensive Plan and Future Land Use Map, staff's recommendation is Approval with Conditions. **(Planning and Zoning)**

3. **Approval to use American Rescue Plan Act (ARPA) Funds**

Recommendation: For Mayor and Council to authorize the use of ARPA funding in the amount of \$6,261,781.00 as revenue loss replacement and authorize the City Administrator to execute the Proposed Project Plan and have the authority to adjust projects and funding allocations based on need and funding availability. **(City Administrator)**

4. **Award of Bid for Fire Hydrant Replacement Project to Shockley Plumbing, Inc.**

Recommendation: For Mayor and Council to approve the bid award for Shockley Plumbing, Inc in the amount of \$403,200 for the Fire Hydrant Replacement Project. **(Utilities Water and Sewer)**

5. **Establish Human Resources Specialist Position in the Human Resources Department**

Recommendation: For Mayor and Council to establish the Human Resources Specialist position for the current FY2022 budget year. **(Human Resources)**

6. **LIHWAP Agreement Between the City of Fairburn and Georgia Department of Human Services**

Recommendation: For Mayor and Council to approve the (LIHWAP) Low Income Home Energy Assistance Program Agreement between the City of Fairburn and the Georgia Department of Human Services and authorize the Mayor to sign the agreement.

X. Council Comments

XI. Adjournment:

When an Executive Session is required, one will be called for the following issues:

(1) Personnel (2) Real Estate or (3) Litigation



City of Fairburn
Mayor and Council Meeting
May 23, 2022
7:00 pm

- I. The meeting was called to order at 7:00 pm by the Honorable Mayor Mario Avery.
- II. Roll call by Brenda B. James, City Clerk, found the following members present:

The Honorable Mayor Mario Avery

The Honorable James Whitmore (Zoom)
The Honorable Alex Heath
The Honorable Linda J. Davis

The Honorable Pat Pallend
Mayor Pro Tem Hattie Portis-Jones

Absent: Councilman Ulysses J. Smallwood

Also present was City Attorney, Rory Starkey, City Administrator, Tony Phillips, City Clerk, Brenda B. James, and Attorney, Valerie Ross.

- III. Pastor Donald Dorsey led the invocation, with Miller Grove Baptist Church.
- IV. The Pledge of Allegiance was said in unison.
- V. Presentations and Proclamations:

Mayor Avery acknowledged the Fire Department for handling a fire last night on Orchard Street and taking care of the family.

Mayor Avery commended a Fairburn Creekside graduate for getting on the roster of the Cleveland Browns.

- VI. Adoption of the Agenda: Councilwoman Davis made a motion to adopt the agenda as Presented, with the second provided by Councilman Heath. **The motion carried unanimously.**

- VII. Approval of the Minutes:

May 9, 2022, Regular Meeting Minutes – Mayor Pro Tem Portis-Jones made a motion to approve the May 9, 2022, minutes with the second provided by Councilman Pallend. **The motion carried unanimously.**

- VIII. Public Comments:

Honey Williams gave her three minutes to Ellen Stegall. Ms. Stegall stated she has lived in

Fairburn for 47 years and her family has been here over 100 years. She shared her concerns about the medians on Broad Street and asked they be removed. The traffic congestion is terrible, and she stated there is no handicap parking at Oz Pizza or Subway and stated we need the right turn back and the turn signals are not working with the traffic. She asked to get our own dispatchers, it's taking too long to get messages to officers.

IX. Agenda Items

1. Ordinance to Rezone 2021159 DRB Group Georgia LLC (Public Hearing)

For Mayor and Council to consider the rezoning of 18.226 acres from R-2 (Single-Family Residential) to R-4 (Single-Family Residential).

Planning and Zoning Director, Tarika Peeks stated the applicate is requesting to rezone 18.226 acres from R-2 (Single-Family Residential) to R-4 (Single-Family Residential) to develop a 73-lot single-family residential subdivision with frontage on Elder Street and Strickland Street. The amenities for the development include greenspace, a picnic area, a pergola, benches, walking trails, and landscaping.

The Future Land Use Map has the subject property density category as Town Center Mixed-Use, and this character area is appropriate for the following uses: Mixed-use, civic/institutional/educational, residential (all types), specifically R-3 (Single-family Residential), R-4 (Single-family Residential), R-CT (Residential Condominium/Townhouse), RM-12 (Multi-family Residential), RM-36 (Multi-family Residential), and O&I (Office Institutional). According to the 2040 Comprehensive Plan (page 38), the goal for the Town Center Mixed-Use Character Area is to become the center of daily life in the city.

Spoke in Favor:

Michelle Battle
Inga Kennedy

Spoke in Opposition:

Derek Smart
Floyd McKenzie
Russell Hargrave
Penelope Ludlow
Sherrie Rivers

Councilwoman Davis made a motion to approve the rezoning of 18.226 acres from R-2 (Single Family-Residential) to R-4 (Single-family Residential) with the following conditions and the second was provided by Mayor Pro Tem Portis-Jones.

- To restrict the use of the subject property as follow: Single-family Residential Lots (a) A maximum of 73 single-family residential lots with a density of 4 units per acre whichever is less.
- To abide by the following: (1) The property shall be developed in conformity with the site plan prepared by Ashford Engineers south, LLC and attached as Exhibit B. Said site pan is conceptual only and must meet or exceed the requirements of the City's ordinances prior to the approval of a Land Disturbance Permit. Any major deviation from this site plan is subject to

approval of the City Engineer or designee. (2) Property maintenance shall be accomplished through a homeowner's association in which membership shall be mandatory. Such maintenance shall encompass all common areas that are not contained within the boundaries of individual lots. Such association shall be subject to approval by the City Administrator and shall be recorded with covenants that shall be subject to approval by the City Administrator. There shall be a 5% Rental Cap.

- To the following site development considerations: 1) Development standards for each single-family residential lot shall be as follows: Building setbacks: Front-15 feet, Side-10 feet, and Rear-25 feet. Minimum lot area: 5,000 square feet, Minimum Heated Floor, 1,400 square feet and Minimum lot width, 50 feet.
- Amenity package shall include open/greenspace (4,657 acres), picnic area, benches, pergola, walking trails and a mail kiosk.
- Facades of the homes shall be constructed with a combination of two or more of the following materials: fiber-cement siding, wood shake, clapboard, brick and or stone. The use of vinyl or EIFS (synthetic stucco) is strictly prohibited. At least 25% of the front facades shall consist of at least 25% brick or stone.
- Two-car garages shall be provided for each single-family house. Upgraded garage doors with architectural elements shall be utilized.
- Sidewalks on all street frontages shall be a minimum of five-foot and shall be constructed to comply with the requirements of the American with Disabilities Act (ADA) standards and the City of Fairburn development standard. Five-foot sidewalks shall be provided along both sides of internal street throughout the development and shall be designed to provide inner connectivity to amenities areas.
- Pedestrian scale street lighting shall be provided along both sides of internal streets throughout the development.
- All utilities shall be installed underground throughout the development area.
- Acceleration and deceleration lanes shall be provided at the proposed driveway connection unless a traffic study demonstrates that the total traffic on the existing roadway is less than 2,000 vehicles per day including traffic projected as a result of the proposed development (count of existing traffic must have been made within one year of the development plan submittal date).
- Turning lanes may be required to meet projected traffic demand and or safe operations, as determined by the City Engineer and or traffic study. When provided, turning lanes shall meet the following criteria: a) Provide not less than 150 feet of storage length for arterial roadways. Provide not less than 100 feet of storage length for collector roadways. B) Provide taper lengths of not less than 100 feet. C) Longer storage and taper lengths may be required when traffic projections indicate they are justified.
- The Developer shall construct roadway improvements (pavement, signing, striping, curb, gutter, and drainage) along the existing road across the entire property frontage where required, at no cost to the city.
- The Developer shall install a canopy or understory tree in the front yard of each single-family lot. The front and rear yards of the single-family lots shall be sodded.

The applicant had five minutes to deliver a rebuttal. Attorney Michelle Battle stated we understand the challenges the city has surrounding the traffic issues. Traffic congestion is something we will continue to fight in the metro Atlanta area and will continue until people change how they decide to move outside of the communities. She stated they did look at R-3 and R-4, and legally filed their application before changes were made to the R-4 district regulations, therefore, we are allowed to proceed under R-4.

We reduced the lots to 73 in an effort to address issues by the community, but we cannot have a viable product with 40 lots. \$350,000 is the initial price point but most people will upgrade and push the cost of their home to \$400,000 or more. We have to balance several things to stay in the \$350,000 range to include infrastructure cost, etc.

The city has shown interest in density for this area on the land use map and we are at the low end of that density. We are respectfully requesting approval of the application with the proposed conditions submitted by staff.

Councilman Whitmore first publicly thanked Ms. Battle for looking at the concerns of the residents and reducing the number of lots to 73 homes. He asked about the covenants and the percentage of rentals and if they plan to have a homeowner's association (HOA) with these restrictions. He stated looking at the 2040 Comprehensive Plan, you have met all the benchmarks as well as the future land use map, and thanked her for going back to the drawing board with the changes.

Ms. Battle stated they would include those requests if it had not been already, but they agree to the HOA along with a 5% rental cap.

Councilwoman Davis stated she appreciated the flexibility that has been shown to our citizens and council's request. She commended them for the desire to develop in the neighborhood with listening skills first along with the various changes that were made. There is a tension being a council member and making decisions such as development in neighborhoods and there's tension on what is best for our city and what's best for our citizens. We take this decision making very seriously and want the best for both our city and our citizens. Councilwoman Davis thanked the citizens for their engagement and attending various meetings and for their concerns on this development. She stated what the development is proposing, meets our 2040 Comprehensive Plan and asked Ms. Peeks what is meant when our R-4 zoning is compliant with the comprehensive plan and future land use.

Ms. Peeks stated every five years, the comprehensive plan goes through an update. R-4 is a zoning district that is appropriate for the town center mixed use character area. The town center is a mixed-use character area and is conducive to the core of downtown and surrounding neighborhoods, which calls for your dense zoning district. The City's goal is to have a revitalized, vibrant, walkable, pedestrian friendly, commercial friendly, business friendly, corridor, you want residential roof tops close to downtown to support businesses downtown as well as activities at the stage and courtyard. It is the City's approach on how you want to move the goals and visions for downtown Fairburn.

Councilman Heath asked the audience if they wanted to see more sit-down restaurants and a grocery store in our community. He has been a Council Member for thirteen years and has reached out in the past to many corporations and they keep coming back saying we do not have enough roof top count. Roof top count is the emphasis on supporting a business by the population we have in our City. If we had more nice sit-down places, we would have a lot of people coming from out of the area and he's tired of having to drive out of town to go to a good restaurant. Overall, we need roof top counts to give us opportunity for more businesses to come.

Councilman Pallend asked if the developer would reduce the number of properties in the subdivision.

Ms. Battle responded and stated that they have reduced the number of lots three times, 73 stands.

Mayor Pro Tem Portis-Jones asked about issues that the residents brought up on sidewalks. Ms. Battle confirmed they will do whatever they need to do for right of way dedication for the sidewalk installation and are required to put in sidewalks on Elder and Strickland. Mayor Avery asked Ms. Peeks to give City's prospective on sidewalks. Ms. Peek confirmed that 5-foot sidewalks are required and is part of the zoning conditions for both Elder and Strickland Streets.

Mayor Pro Tem Portis-Jones asked Ms. Peeks why the original design called for two entrances but was revised to one entrance. Ms. Peeks stated that the developer had two entrances, one on Strickland Street and one on Elder Street but the feedback from the community only wanted one entrance so the Strickland Street entrance was taken off. Mayor Pro Tem Portis-Jones asked if they took the Strickland Street entrance off for safety reasons. Ms. Battle stated the community was opposed and did not want the extra traffic on Strickland Street.

Mayor Pro Tem Portis-Jones asked what infrastructure would be needed for the development. Ms. Battle stated in addition to the right of way improvements, we will make sure to stay out of the steam buffer and put in a detention pond to address any water runoff. We are accessible to sewer, so we will hook to the existing sewer system. If approved, the city will advise us on what improvements we will need to make above and beyond on what we proposed.

Mayor Pro Tem Portis-Jones echoed on Councilmember Davis and Heath comments. We have tried to bring in businesses, we just do not have the density. She thanked the citizens for their presence and asked as we have community engagement sessions, planning, and talking about what can be done for our community, let their voices be heard.

Mayor Avery asked why R-3 zoning was not considered. Ms. Battle stated they did consider R-3 but because of the unit size, it would bring density too low, and it would significantly increase pricing of housing.

Mayor Avery stated the motion has been made and properly seconded. Councilmembers Heath, Whitmore, Smallwood, Portis-Jones, and Davis voted yes. Councilman Pallend voted no.

Motion Passed.

2. Request from Advanced Disposal DBA Waste Management for A Consumer Price Index Rate Increase

Mr. John Martin, Utilities Director stated that the City of Fairburn has been a customer of Waste Management since February 2006 for commercial solid waste collection and recycling services. Throughout the term of previous agreements, there were no major issues and customers have been satisfied with their service.

Mr. Alan Owens of Waste Management gave a brief report regarding the 4% increase. He stated this increase is for Commercial Accounts only and the increase is based on a Consumer Price Index which is at 8.3% but per the contract may not exceed a 4% increase.

Mayor Pro Tem Portis-Jones made a motion to approve the increase of 4%. The second was provided by Councilman Heath. **The motion carried unanimously.**

3. Downtown Stage and Courtyard Sign Installation

Councilman Heath made a motion to approve the installation of the replacement plaque and stage sign spelling out the name of Frankie Mae Arnold Stage. The second was provided by Councilwoman Davis. **The motion carried unanimously.**

There was a discussion regarding the new plaque with the current Mayor and Council's names on it and the City Administrator said they will bring that back to the next meeting. Councilman Whitmore and Mayor Pro Tem Hattie Portis Jones would like also to have Betty Hannah's name on the Administration Building. City Administrator will bring that to another meeting, and they are currently researching the process to rename the Administration building with the City Attorney.

Mayor Avery stated he is proud to honor Ms. Frankie Mae Arnold, first African American to serve as an elected official as well as Ms. Betty Hannah as the longest serving Mayor for the City of Fairburn.

4. Ordinance to Approve the Proposed FY 2020 - 2022 Budget Amendment

Councilwoman Davis made a motion to approve the Ordinance for the proposed FY 2021- 2022 Budget Amendment. The second was provided by Councilman Heath.

Finance Director, Peterson David gave an overview of the proposed budget amendment. He stated the budget amendment addresses city staffing issues – creating positions and realigning positions, establish funding for the Youth Center HVAC system, Fairburn Fall Festival, court cost, consultant fees, and to cover cost of merchant and legal fees. The LMIG funding will also carry forward. The budget amendment will increase the general fund by \$398,626, other funds by \$194,308, for a total of \$592,934.

Councilwoman Davis inquired about the increase in the Court Department. Mr. David said it was mainly for technology.

Councilman Whitmore asked if the courts were finally catching up. He also inquired about Economic Development. Mr. David stated the position was moved to the Mayor's budget and that was the only reduction. The City Administrator stated the consultant fees for Mr. Christopher Pike had been included in this budget amendment.

Council Member Heath asked about the ARPA Funds, and the Finance Director said the city should get the next one in July 2022. The allocations are twelve months apart.

Mayor Avery stated the motion has been made and properly seconded. **The motion carried unanimously.**

5. Ordinance to Amend Chapter 65 of the Code of Ordinance for Post – Construction Stormwater Management for New Development and Redevelopment

Utilities Director, John Martin stated the Georgia Environmental Protection Division (EPD)

requires local jurisdictions with Municipal Separate Storm Sewer System permits to adopt ordinances, or update existing ordinances, when necessary, for compliance with their MS4 permit, in order to address development and redevelopment, and enforce post-construction controls. Recent updates to the MS4 permit now require the stormwater management system to be designed to retain the first 1.0 inch of rainfall on the site, to the maximum extent practicable, and has prompted an update to existing ordinances. The proposed amendments are those mandated by EPD, therefore the adoption of the amendments to Article III of Chapter 65 of the Code is in the best interest of the City.

Mayor Pro Tem Portis-Jones made a motion to approve the Ordinance to amend Chapter 65 of the Code of Ordinances in compliance with the mandate by the Georgia Environmental Protection Division. The second was provided by Council Member Davis. **The motion carried unanimously.**

6. Ordinance to Amend Article XII of Chapter 65 of the Code of Ordinance

Mr. John Martin stated EPD conducted an audit of the City of Fairburn to determine compliance with the Metropolitan North Georgia Water Planning District's Water Resource Management Plan. In May 2020, the EPD certified that the City is making a good faith effort to comply with the plan. The Model Litter Control Ordinance drafted by the Metropolitan North Georgia Water Planning District is modeled on the Georgia Litter Control Law, codified at O.C.G.A. § 16-7-48. The City desires to enhance its existing Littering Ordinance, codified at Fairburn Code of Ordinances Chapter 65, Article XII by adopting certain provisions of the Model Litter Control Ordinance.

Council Member Heath made a motion to approve the Ordinance to amend Article XII of Chapter 65 of the Code of Ordinances to adopt certain provisions of the Model Litter Control Ordinance as recommended by the Georgia Environmental Protection Agency. The second was provided by Council Member Davis. **The motion carried unanimously.**

7. Appointment to the Development Authority and Downtown Development Authority of the City of Fairburn

Council Member Pallend made a motion to appoint Mr. David Stephenson to the Development Authority and the Downtown Development Authority. The second was provided by Council Member Davis. **The motion carried unanimously.**

X. Finance Director Monthly Report:

Peterson David, Finance Director presented the financial standings of the City of Fairburn as of April 30, 2022. He stated as of April 30th, the City has collected 75% of it's year to date revenues which is a 5% increase from last month. We have expensed 42% of its budget but anticipates this to increase because of filling vacant positions, upcoming events and festivals, community activities and seasonal expenditures. We have collected 95% of property taxes. The City of Fairburn's Enterprise Fund concludes its seventh month of 2022 operation with \$1.9 million in net cash flow. The Enterprise Fund has generated \$11.1 million in revenue with \$9.2 million in expenditures. To date the City has expensed 45% of its budget.

XI. City Administrator Monthly Report:

City Administrator, Mr. Tony Phillips presented a summary of the City's monthly administrative activities. He stated how honored he was to work with Fairburn staff and stated we are in the process each day in building one of the best staffs in the State of Georgia. He thanked both the department directors and their staff for the work they do every day.

Mr. Phillips stated the Class & Comp Study will be a major initiative for us. In May, we met our ARPA deadline and thanked the Finance team. We have hired nine new employees across seven departments and are actively recruiting. A lack of staff is a significant service issue for us. Our street department has been understaffed for an extended period of time. We have a career fair scheduled for this Wednesday and we've been advertising the career fair through radio, social media, and we have created some hiring incentives as well.

The 3rd Fridays on Main Street are going well. A staff retreat is scheduled for Thursday and the purpose of that is to take all the visionary and hard work from the Mayor and Council retreat and plan the work as discussed.

Mayor Pro Tem Portis-Jones stated garbage cans are needed at the dog fountain and near the playground equipment in Duncan Park. She also stated new flowers need to be planted around the dog park. Mr. Phillip stated we have landscaping issues downtown and you will see improvements forthcoming.

XII. Council Comments:

Mayor Pro-Tem Portis Jones congratulated staff for the 3rd Friday event. She received great feedback from various people and the guests loved the opportunity to sit at the white linen tablecloth in front of the stage. Everybody had fun and she encouraged everyone to continue the good work.

Councilman Pallend said on we go.

Councilwoman Davis stated she had a great time at the 3rd Friday event, and staff did a fantastic job. She is very excited about the future of the City and words cannot express the feeling she has, she's very proud to be a part of Fairburn.

Councilman Heath congratulated staff on a job well done; he's heard nothing but compliments from employees and our citizens. He thanked the city attorney for taking care of Fairburn.

Councilman Whitmore stated he has been communicating a lot with the City Administrator, he takes his phone calls and sometimes can be up to four times a day. He always answers his questions with good information and he publicly wants to let him know he appreciates that. Citizens have asked for sit down white tablecloth restaurants, and a grocery store. He stated the plaques are beautiful and thanked all staff involved.

Councilman Smallwood – absent.

Mayor Avery discussed the upcoming GMA conference and stated they will be dining with the City Attorney on Friday night. Council should receive a formal invitation from Atlas, they will be hosting an event on Saturday night. He thanked Council for the vision they came up with at their retreat. He discussed ARPA funds and stated a project list will be sent out that we discussed in the retreat. From attending a Mayor's meeting, he found out there maybe a risk of funding be snatched back from Cities if there is no plan. He commended staff for the work they have done with the ARPA fund planning. The job fair has been advertised and we've got to hire more employees to fill the vacant positions.

XIII. Executive Session:

A motion was made by Councilman Heath to go into Executive Session at 9:05 pm to discuss litigation matters. The second was provided by Councilwoman Davis. **The motion carried unanimously.**

XIV. Adjournment:

Councilwoman Davis made a motion to adjourn with Councilman Heath providing the second. The meeting adjourned at 9:31 pm. **The motion carried unanimously.**

Brenda B. James, City Clerk

Mario Avery, Mayor



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: REZONING 2022030 LIBERTY COMMUNITIES, LLC

() AGREEMENT
() ORDINANCE

() POLICY / DISCUSSION
() RESOLUTION

() CONTRACT
(X) OTHER

Submitted: 05/31/22

Work Session: N/A

City Council: 06/13/22

DEPARTMENT: Community Development, Planning and Zoning Office

BUDGET IMPACT: None

PUBLIC HEARING: (X) Yes () No

PURPOSE: For Mayor and Council to consider the rezoning of 46.1 acres from AG (Agriculture) to R-4 (Single-family Residential).

HISTORY: After, the Planning and Zoning Commission meeting on May 3, 2022, and the second community meeting held on May 26, 2022, the applicant reduced the number of lots from 175 to 151, which is a reduction of 24 lots.

FACTS AND ISSUES: The applicant, Liberty Communities, is requesting to rezone 46.1 acres from AG (Agriculture) to R-4 (Single-family Residential) to develop a 151-lot single-family residential subdivision with frontage on Johnson Road and Gullatt Road. The proposed minimum lot size is 6,200 square feet with an average lot size of 6,929 square feet. There are two proposed ingress and egress points to the subdivision on Gullatt Road. An amenity package includes a walking trail, passive recreational area, and playground with 12.6 acres designated for open space.

The Future Land Use Map has the subject property density category as *Rural Residential*, and this character area is appropriate for one acre or larger lots to preserve a rural feel.

There are two single-family residential subdivisions in the vicinity of the proposed development, Asbury Park and Creekwood Village. Lots in the Asbury Park subdivision are 3,800 square feet and Creekwood Village lots are ¼ acre (10, 890 square feet), which are larger than the proposed development.

FUNDING SOURCE: N/A

RECOMMENDED ACTION: Based on the proposed development's inconsistency with the 2040 Comprehensive Plan and Future Land Use Map, staff's recommendation is **DENIAL.**

Planning and Zoning Commission recommendation: Denial
(See the attached recommendation transmittal memo)

Re: REZONING ORDINANCE 2022030
Property of Tarene Farm, LLC
6790 Johnson Road (Parcel ID No. 07 400001630455)
Land Lot 163
District 7

**STATE OF GEORGIA
COUNTY OF FULTON**

AN ORDINANCE TO REZONE CERTAIN PROPERTY WITHIN THE CITY LIMITS OF THE CITY OF FAIRBURN FROM AG (AGRICULTURE) ZONING DISTRICT TO R-4 (SINGLE FAMILY RESIDENTIAL) ZONING DISTRICT; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FAIRBURN, GEORGIA, AND IT IS HEREBY ORDAINED BY AUTHORITY OF THE SAME:

Section 1. That the City of Fairburn Zoning Ordinance be amended, and the official maps established in connection therewith be changed so that the property located in the City of Fairburn as indicated on Exhibit "A" to this Ordinance be changed from AG (Agriculture) Zoning District to R-4 (Single-Family Residential) Zoning District, subject to the following conditions:

A. To restrict the use of the subject property as follows:

1. Single-family Residential

- a. A maximum of 151 single-family residential lots with a density of 3.3 units per acre, whichever is less

B. To abide by the following:

- 1. The property shall be developed in conformity with the site plan prepared by Watts & Browning Engineers, Inc. and attached as Exhibit B. The site plan is conceptual only and must meet or exceed the requirements of the City's ordinances prior to the approval of a Land Disturbance Permit. Any deviation from the site plan is subject to approval by the City's Department of Community Development.
- 2. Property maintenance shall be accomplished through a homeowner's association in which membership shall be mandatory. Property maintenance for the lots shall be accomplished by the individual property owners with the exception of common areas to be maintained by a homeowner's association. Such association by-laws shall be subject to approval by the City Administrator or designee and shall be recorded with covenants that shall be subject to approval by the City Administrator or designee.

C. To the following site development standards:

1. Development standards for each single-family lot shall be as follows:

a. Building setbacks as follows:

- | | |
|-------------|--|
| i. Front: | 25 feet, 25' from each street right-of-way for |
| corner lots | |
| ii. Side: | 10 feet |
| iii. Rear: | 15 feet |

b. Minimum lot square footage: 6,200 square feet

c. Minimum heated floor area: 1,400 square feet

d. Minimum lot widths: 52 feet

2. A minimum of 12.6 acres of the total area shall be reserved for open space; an amenity package shall include a passive recreational area, playground area, walking trail, and benches.
3. Facades of the homes shall be constructed with a combination of two or more of the following materials: fiber-cement siding, wood shake, clapboard, brick, and/or stone. The use of vinyl or EIFS (synthetic stucco) is strictly prohibited. At least 25% of the front façades shall consist of at least 25% brick or stone.
4. Two-car garages shall be provided for each single-family unit. Upgraded garage doors with architectural elements shall be utilized.
5. Sidewalks on all street frontages shall be a minimum of five-foot and shall be constructed to comply with the requirements of the Americans with Disabilities Act (ADA) standards and the City of Fairburn development standard. Five-foot sidewalks shall be provided along both sides of internal streets throughout the development and shall be designed to provide inter-connectivity to the amenities area and mail kiosk.
6. Pedestrian-scale street lighting shall be provided along both sides of internal streets throughout the development.
7. The perimeter landscape area abutting the public right-of-way along Johnson Road and Gullatt Road shall contain mature trees to create a natural landscaped buffer between the roadway and the rear of the houses (facing Johnson Road). Newly planted trees shall consist of one or a combination of the following trees: Leyland Cypress, Easter Red Cedar, Southern Magnolia, Virginia Pine, Arborvitae, Savannah Holly, Nellie R. Stevens Holly.
8. All utilities shall be installed underground throughout the development area.
9. The Developer shall extend and/or install water mains and/or sanitary sewers to serve the development, at no cost to the city.

10. Acceleration and deceleration lanes shall be provided at the proposed driveway connection unless a traffic study demonstrates that the total traffic on the existing roadway is less than 2,000 vehicles per day including traffic projected as a result of the proposed development (count of existing traffic must have been made within one year of the development plan submittal date)
11. Turning lanes shall be required to meet projected traffic demand and/or safe operations, as determined by the City Engineer and/or traffic study. When provided, turning lanes shall meet the following criteria:
 - a. Provide not less than 150 feet of storage length for arterial roadways. Provide not less than 100 feet of storage length for collector roadways.
 - b. Provide taper lengths of not less than 100 feet.
 - c. Longer storage and taper lengths may be required when traffic projections indicate they are justified.
12. No lot shall contain a single-family unit that is identical to that of an adjoining lot. Units shall be reversed in exterior appearance either through reversing the garage location or other significant architectural elements to maximize the appearance and diversity in architectural design.
13. The Developer shall construct roadway improvements (pavement, signing, striping, curb and gutter, and drainage) along the existing road across the entire property frontage where required, at no cost to the city.
14. The Developer shall install a canopy or understory tree in the front yard of each single-family unit. The front and rear yards of the single-family family units shall be sodded.

Section 2. That the property shall be developed in compliance with the conditions of approval as stated in this Ordinance. Any conditions hereby approved do not authorize the violation of any district regulations; and

Section 3. That the official maps referred to on file in the Office of the City Clerk, be changed to conform with the terms of this Ordinance; and

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

Section 5. Pursuant to the requirements of the Zoning Procedures Act and the City Zoning Ordinance, a properly advertised public hearing was held not less than 15 nor more than 45

days from the date of publication of notice, and which public hearing was held on the 13th day of June, 2022; and

Section 6. This Ordinance shall become effective on the 13th day of June, 2022.

Section 7. All Ordinances and parts of Ordinances in conflict with this Ordinance are repealed.

APPROVED this 13th day of June, 2022, by the Mayor and Council of the City of Fairburn, Georgia.

Mario Avery, Mayor

ATTEST:

Brenda James, City Clerk

APPROVED AS TO FORM:

Rory K. Starkey, City Attorney

RECORD LEGAL DESCRIPTION BY EXECUTRIX DEED
DEED BOOK 46434, PAGE 508

EXHIBIT A
LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 158 &
163, 7TH DISTRICT FULTON COUNTY, GEORGIA CONTAINING 48.096 ACRES MORE
OR LESS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON PIN LOCATED AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF JOHNSON ROAD (80 FOOT RIGHT OF WAY) WITH THE EASTERLY RIGHT OF WAY OF GULLATT ROAD (80 FOOT RIGHT OF WAY); THENCE PROCEED NORTH 89 DEGREES, 53 MINUTES, 17 SECONDS EAST ALONG THE SOUTHERLY RIGHT OF WAY OF JOHNSON ROAD A DISTANCE OF 380.10 FEET TO A POINT; THENCE CONTINUE ALONG THE SOUTHERLY RIGHT OF WAY OF JOHNSON ROAD NORTH 89 DEGREES, 59 MINUTES, 07 SECONDS EAST A DISTANCE OF 387.71 FEET TO AN IRON PIN; THENCE LEAVE THE SOUTHERLY RIGHT OF WAY OF JOHNSON ROAD AND PROCEED SOUTH 00 DEGREES, 04 MINUTES, 14 SECONDS WEST A DISTANCE OF 323.33 FEET TO AN IRON PIN; THENCE PROCEED SOUTH 87 DEGREES, 35 MINUTES, 23 SECONDS EAST A DISTANCE OF 839.30 FEET TO A ROAD BLADE; THENCE PROCEED SOUTH 00 DEGREES, 28 MINUTES, 49 SECONDS WEST A DISTANCE OF 1014.51 FEET TO AN IRON PIN; THENCE PROCEED SOUTH 84 DEGREES, 12 MINUTES, 42 SECONDS WEST A DISTANCE OF 568.71 FEET TO AN IRON PIN; THENCE PROCEED SOUTH 57 DEGREES, 05 MINUTES, 00 SECONDS WEST A DISTANCE OF 531.71 FEET TO AN IRON PIN; THENCE PROCEED NORTH 88 DEGREES, 28 MINUTES, 59 SECONDS WEST A DISTANCE OF 463.91 FEET TO AN IRON PIN LOCATED ON THE EASTERLY RIGHT OF WAY OF GULLATT ROAD; THENCE PROCEED IN A GENERALLY NORTHERLY DIRECTION ALONG THE EASTERLY RIGHT OF WAY OF GULLATT ROAD AND FOLLOWING THE CURVATURE THEREOF A DISTANCE OF 1712.48 FEET TO THE SOUTHERLY RIGHT OF WAY OF JOHNSON ROAD AND THE TRUE POINT OF BEGINNING.

SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED BY PLAT OF SURVEY PREPARED BY TURNER & ASSOCIATES LAND SURVEYORS, P.C. FOR THE ESTATE OF WILLIAM W LEE DATED FEBRUARY 23, 2004 WHICH PLAT IS HEREBY INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE.

APPLICATION INFORMATION

REZONING 2022030 LIBERTY COMMUNITIES, LLC

APPLICANT/PETITIONER INFORMATION

Property Owner Tarene Farm, LLC	Petitioner Liberty Communities, LLC
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PROPERTY INFORMATION

Address:	6790 Johnson Road (parcel # 07 400001630455)
Land Lot and District:	Land Lot 163, District 7

Frontage:	Johnson Road and Gullatt Road
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Area of Property:	46.1 acres
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Existing Zoning and Use:	AG (Agriculture) and Undeveloped
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Overlay District:	N/A
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Prior Zoning Cases/History:	N/A
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2040 Comprehensive Future Land Use Map Designation:	Rural Residential
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MEETING AND HEARING DATES

Planning and Zoning Commission Meeting Tuesday, May 3, 2022	City Council Public Hearing Monday, June 13, 2022
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INTENT

A request to rezone 46.1 acres from AG (Agriculture) to R-4 (Single-family Residential) to develop a 151-lot single-family residential subdivision.

SURROUNDING ZONING

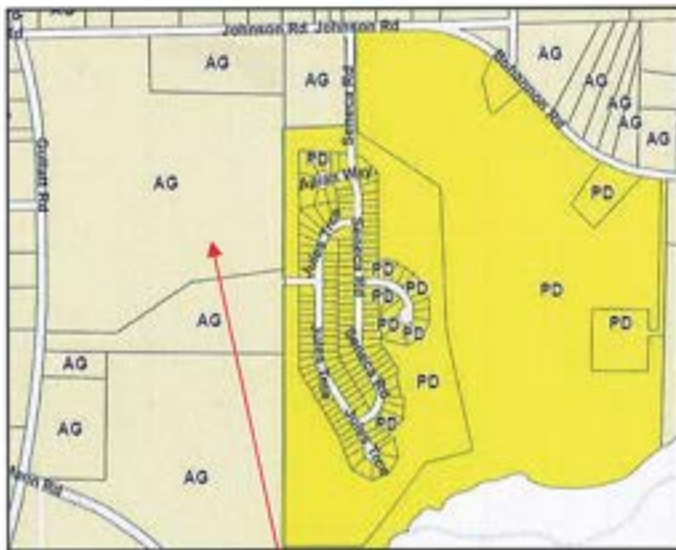
North: AG (Agriculture)
South: AG (Agriculture)
East: PD (Planned Development)
West: AG (Agriculture)

ARIEL MAP

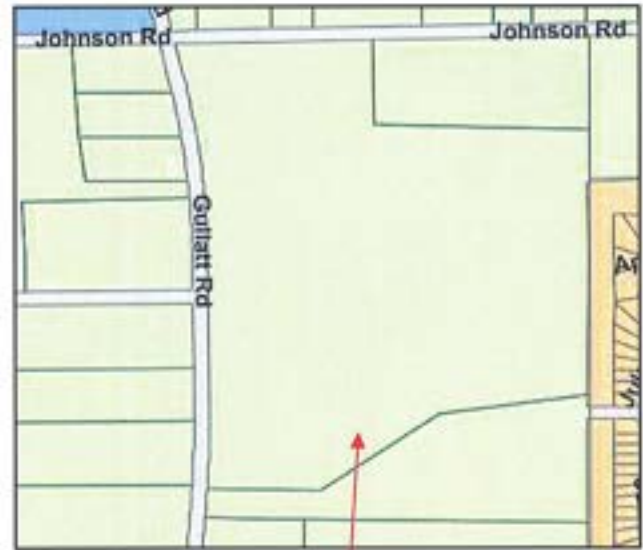


6790 Johnson Road
46.1 acres

ZONING AND FUTURE LAND USE MAPS



AG (Agriculture)



Rural Residential

PUBLIC PARTICIPATION

Property owners within 750 feet of the subject property were invited to attend a community meeting hosted virtually on Thursday, March 24, 2022, at 6:00 p.m. Based on the attendance sheet, fourteen (14) property owners attended the meeting. The applicant mailed letters to approximately 193 property owners. The applicant hosted a second community meeting on May 26, 2022, from 6:00 p.m. to 7:00 p.m. Based on the attendance sheet, thirteen (13) property owners attended the meeting.

Based on the applicant's public participation report, the following issues and concerns were expressed:

- Density, size, and costs of homes
- Increase in traffic and road entrance
- Sewer capacity, noise, and light pollution
- Impact on the school system
- Homeowners Association
- Impact to Line Creek

STAFF COMMENTS

Engineering/Public Works

1. (a) When property fronting on an existing city street is to be developed or when the property is to be accessed from the existing city street, the developer shall cause to be constructed roadway improvements (pavement, signing, striping, curb and gutter and drainage) which are required along the existing road across the entire property frontage at no cost to the city.
(b) Widening, curb and gutter and drainage shall be provided by the developer from the centerline of the existing roadway along the side of the road upon which the property abuts.
(c) The developer shall be responsible for the cost of relocation and/or modifications of public and/or private utilities as necessitated by the required street improvements.
[Sec. 71-37 (a)(b)(c)]
2. In the event that a development has access to a substandard street and if that substandard street provides the primary means of access to the development, the substandard street, except as indicated in subsection (c) of this section, shall be fully upgraded and the full width of the roadway overlaid with asphaltic concrete surface course along the entire property frontage and continuing to the nearest standard paved road along the route of primary access. [Sec. 71-39]
3. Turning lanes shall be required by the city to meet projected traffic demand and/or safe operations, as determined by the city engineer. When provided, turning lanes shall meet the following criteria:
 - Provide not less than 150 feet of storage length for arterial roadways. Provide not less than 100 feet of storage length for collector roadways.
 - Provide taper lengths of not less than 100 feet.
 - Longer storage and taper lengths may be required when traffic projections indicate they are justified.[Sec. 71-38(4)]
4. Acceleration and deceleration lanes shall be provided for new street and driveway connections to existing streets unless an approved traffic study demonstrates that the total traffic on the existing roadway is less than 2,000 vehicles per day including traffic projected as a result of the proposed development (count of existing traffic must have been made within one year of the development plan submittal date). [Sec. 71-40]
5. All new streets or street widening sections shall be provided with curb and gutter. [Sec. 71-45]
6. Sidewalks are required on all street frontages from property line to property line. All sidewalks shall have a minimum width of five feet (unless otherwise provided in this chapter) and shall be constructed to comply

with the requirements of the Americans with Disabilities Act (ADA) standards, city's development standards and be subject to review and approval by the city engineer and/or director of building. [Sec. 71-46]

7. For residential developments, minimum traffic control devices shall consist of street name signs on at each street intersection, stop or yield signs at each intersection, one speed limit sign per block, school or pedestrian crossing signs where appropriate, and limited pavement parking such as crosswalk lines for school or pedestrian crossings. [Sec. 71-47]
8. The developer shall provide all necessary street lighting in accordance with the standards of the American National Standard Practice for Roadway Lighting, current edition. The developer shall provide such lighting at no cost to the city.
[Sec. 71-48]
9. All utility lines within the city in residential, office, and commercial zoning districts shall be placed underground. [Sec. 71-72]
10. If existing water mains and/or sanitary sewers must be extended to serve a development, the developer shall install or have installed the necessary extensions at no cost to the city. [Sec. 71-74]

Fire

From Fire Station 22 which currently has the primary responsibility to respond to this area, there is a 10-minute response time. From Fire Station 21 which is the secondary station responsible for this area, there is a 12-minute response time. From Fire Station 23, the newly planned station located on Milam Road (next to the Bedford School), would become the primary station to respond to this area, there would be a 7-minute response time. A station on Johnson Road and Seneca Road would reduce the response time to 1-2 minutes.

Water and Sewer

City of Atlanta water is running along Johnson Road. Potential Fulton County sewer located in Asbury Park subdivision.

ZONING IMPACT ANALYSIS

A. Does the proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?

The subject property is located at the northeast intersection of Johnson Road and Gullatt Road and is surrounded by single-family residential uses. The properties in the vicinity of the subject property are much larger single-family residential lots ranging from approximately 1.3 acres to 35 acres. The Asbury Park subdivision (156 lots), located on Johnson Road which was annexed from Fulton County in 2006 was developed with 3,800 square foot lots (3 units per acre). The Creekwood Village subdivision (approx. 56 lots), located on Creekwood Road is zoned R-4 (Single-family Residential) and it was developed with ¼ acre (10,890 square foot) lots. Properties zoned AG (Agriculture) are located to the north, south, and west, and PD (Planned Development) is located to the east of the subject property.

B. Does the proposal adversely affect the existing use or usability of adjacent or nearby property?

Staff is of the opinion that the proposal if approved will not have an adverse impact on the use or usability of adjacent or nearby properties.

C. Does the property have a reasonable economic use as currently zoned?

Staff is of the opinion that the subject properties have a reasonable economic use as currently zoned.

D. Will the proposal result in a use that could cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

Traffic Impact & Improvements

The applicant conducted a Trip Study for the proposed single-family residential development based on 190 lots, however, the development lot counted has been reduced twice, to 175-lots and 151-lots so the A.M. peak, P.M. peak, and total numbers will be less than the numbers represented in the table (Table:1).

The Traffic Study provided the following data:

Table:1

Land Use	A.M. Peak Hour			P.M. Peak Hour			24-Hour
	In	Out	Total	In	Out	Total	In/Out
190 Single-family Residential Lots	35	105	140	118	70	188	1,877

The proposed subdivision (based on 190-lots) will generate 140 new trips in the morning peak hour, 188 new trips in the evening peak hour, and 1,877 new daily trips.

An operational analysis was performed for the anticipated future project build-out, at the study intersections and project access (Johnson Road at Gullatt Road, Gullatt Road at Mann Road, Gullatt Road at North Access, and Gullatt Road at subject property north access). The future analysis reveals continued acceptable traffic operations at all locations. With the exception of the left turn lanes required at the project accesses, no mitigation is identified for the future condition.

Two full-movement vehicular access are proposed on the east side of Gullatt Road. Each project access should be constructed with one entering and one exiting lane, with each exiting approach controlled by a side street stop sign and stop bar. The project civil engineer will be required to comply with all applicable design standards at the proposed accesses, including those for sight distance, turn lane storage and taper lengths, turn radii, roadway width, and grades.

The installation of 5' sidewalks along the street frontage (Johnson Road and Gullatt Road) and both sides of internal streets throughout the development will be required.

Impact on Schools

The home schools for the proposed development are Evoline C. West Elementary, Bear Creek Middle, and Creekside High. According to the Fulton County Schools Development Impact Statement, the elementary and middle schools will be *over* the projected population capacity with or without the development and the high school will be *under* the projected population capacity with or without the development. The school system addresses population increases using "portable classrooms or other measures that may be needed to accommodate the instructional needs of the school," as stated in the Fulton County School's Development Impact Statement.

Home School	Project Baseline Enrollment	GADOE Capacity	Est. New FCS Students Generated	Projected Under/Over Capacity "B"	
				Without Dev.	With Dev.
Evoline West ES	802 to 852	750	8 to 76	52 to 102	60 to 178
Bear Creek MS	1,110 to 1,178	1,075	3 to 25	35 to 103	38 to 128
Creekside HS	1,719 to 1,812	1,900	12 to 42	-181 to -75	-169 to -33
TOTAL			23 to 143		

"B" Positive values indicate the number of students a facility is over the state capacity and negative values indicate the number of students a facility is under state capacity.

E. Is the proposal in conformity with the policies and intent of the land use plan?

The subject property is designated as Residential in the 2040 Comprehensive Plan.

The development strategies for the Residential character area are:

- Stable, safe, well-maintained neighborhoods that maintain their value over time
- Allow for a variety of home styles, materials, and lot sizes
- Accommodating to pedestrians and cyclists to allow for alternative access to Downtown

There are three (3) residential density categories on the Future Land Use Map which are rural residential, low-density residential, and medium-density residential. The appropriate density category for the subject property is Rural Residential. The Rural Residential character area is meant to preserve a rural feel and transition to the very low-density uses in the rural areas surrounding the city. One acre or larger lots are appropriate in these areas.

As stated in the 2040 Comprehensive Plan (page 39), during the Comprehensive Plan planning process the community expressed a desire to preserve larger lots in the southwest portion of the city.

Staff believes the proposed 151-lot single-family residential subdivision is not in conformity with the 2040 Comprehensive Plan and Future Land Use Map.

F. Are there existing or changing conditions that affect the use and development of the property which support either approval or denial of the proposal?

Metro Atlanta Housing Strategy

According to the Atlanta Regional Commission (ARC), the housing supply is not keeping up with demand. The Metro Atlanta Housing Strategy, which has been coordinated by the ARC, states that the City of Fairburn's housing strategy should consist of the following:

1. Increase Housing Supply: Reduce Development Cost and Barriers, Leverage Public Land & Establish Policies Supporting Affordable Housing
 - Address zoning and land use code that shapes development to provide housing options, including land use options, building sizes, building materials, building forms, parking, and more
2. Promote Housing Stability: Stabilize existing residents, Promote Home Buying
 - Implement supportive educational programs and financial policies for residents to stabilize their current housing.
3. Preserve Affordable Supply: Coordinate Across Agencies and Among Governments
 - Engage in robust coordination efforts between different levels of government and across various state and local agencies to create, manage, and maintain existing affordable units.
4. Develop Leadership & Collaboration on Affordability; Build Internal Resources to Address Housing
 - Expand internal capacity to address housing needs and collaborate across various industries, sectors, and organizations to create a multi-disciplinary approach to providing housing options.

Based on the calculations generated by the 2010 Census, the population of the city increased substantially, from 5,464 in 2010 to 12,950 in 2020. In 2019, the city's estimated population was 15,516. The overall growth in population accounts for a 136% increase from 2000 to 2010 and a 184% increase from 2000 to 2019. The 2021 population projection is 16,597. A continued increase in population is predicted with an

estimated population of 21,570 people by 2040, a 37.2% increase. Residential demands are based on the population projects, therefore as the population increase, the need for housing will increase.

G. Does the proposal permit a use that can be considered environmentally adverse to the natural resources, environment, and citizens of Fairburn?

Staff is of the opinion that the proposal would not permit a use that could be considered environmentally adverse to the natural resource, environment, or citizens of Fairburn. The creeks/streams located on the northern and southern areas of the subject property will be protected by a 75' buffer.

STAFF RECOMMENDATION

Staff believes the proposed use of the subject property for a 151-lot single-family residential subdivision is not in conformity with the 2040 Comprehensive Plan and Future Land Use Map. However, there is a 156-lot single-family residential subdivision (Asbury Park) with lots sizes of 3,800 square feet located adjacent to the subject property. The average lot size for the proposed development is 6,929 square feet which is significantly larger than the lots in the Asbury Park subdivision. In addition, there is a 56-lot subdivision (Creekside Village) zoned R-4 (Single-family Residential) located approx. 0.68 miles from the proposed subdivision.

Based on the proposed development's inconsistency with the 2040 Comprehensive Plan and Future Land Use Map, staff's recommendation is **DENIAL**.

Should the Mayor and Council decide to approve the rezoning request, the staff recommends the conditions listed below. The applicant's agreement to these conditions would not change staff's recommendations. These recommended conditions shall prevail unless otherwise stipulated by the Mayor and Council:

A. To restrict the use of the subject property as follows:

1. Single-family Residential

- a. A maximum of 151 single-family residential lots with a density of 3.3 units per acre, whichever is less

B. To abide by the following:

1. The property shall be developed in conformity with the site plan prepared by Watts & Browning Engineers, Inc. and attached as Exhibit B. The site plan is conceptual only and must meet or exceed the requirements of the City's ordinances prior to the approval of a Land Disturbance Permit. Any deviation from the site plan is subject to approval by the City's Department of Community Development.
2. Property maintenance shall be accomplished through a homeowner's association in which membership shall be mandatory. Property maintenance for the lots shall be accomplished by the individual property owners with the exception of common areas to be maintained by a homeowner's association. Such association by-laws shall be subject to approval by the City Administrator or designee and shall be recorded with covenants that shall be subject to approval by the City Administrator or designee.

C. To the following site development standards:

1. Development standards for each single-family lot shall be as follows:
 - a. Building setbacks as follows:

- | | |
|--------------------------------|--|
| i. Front: | 25 feet, 25' from each street right-of-way for corner lots |
| ii. Side: | 10 feet |
| iii. Rear: | 15 feet |
| b. Minimum lot square footage: | 6,200 square feet |
| c. Minimum heated floor area: | 1,400 square feet |
| d. Minimum lot widths: | 52 feet |
2. A minimum of 12.6 acres of the total area shall be reserved for open space; an amenity package shall include a passive recreational area, playground area, walking trail, and benches.
 3. Facades of the homes shall be constructed with a combination of two or more of the following materials: fiber-cement siding, wood shake, clapboard, brick, and/or stone. The use of vinyl or EIFS (synthetic stucco) is strictly prohibited. At least 25% of the front façades shall consist of at least 25% brick or stone.
 4. Two-car garages shall be provided for each single-family unit. Upgraded garage doors with architectural elements shall be utilized.
 5. Sidewalks on all street frontages shall be a minimum of five-foot and shall be constructed to comply with the requirements of the Americans with Disabilities Act (ADA) standards and the City of Fairburn development standard. Five-foot sidewalks shall be provided along both sides of internal streets throughout the development and shall be designed to provide inter-connectivity to the amenities area and mail kiosk.
 6. Pedestrian-scale street lighting shall be provided along both sides of internal streets throughout the development.
 7. The perimeter landscape area abutting the public right-of-way along Johnson Road and Gullatt Road shall contain mature trees to create a natural landscaped buffer between the roadway and the rear of the houses (facing Johnson Road). Newly planted trees shall consist of one or a combination of the following trees: Leyland Cypress, Easter Red Cedar, Southern Magnolia, Virginia Pine, Arborvitae, Savannah Holly, Nellie R. Stevens Holly.
 8. All utilities shall be installed underground throughout the development area.
 9. The Developer shall extend and/or install water mains and/or sanitary sewers to serve the development, at no cost to the city.
 10. Acceleration and deceleration lanes shall be provided at the proposed driveway connection unless a traffic study demonstrates that the total traffic on the existing roadway is less than 2,000 vehicles per day including traffic projected as a result of the proposed development (count of existing traffic must have been made within one year of the development plan submittal date)
 11. Turning lanes shall be required to meet projected traffic demand and/or safe operations, as determined by the City Engineer and/or traffic study. When provided, turning lanes shall meet the following criteria:
 - a. Provide not less than 150 feet of storage length for arterial roadways. Provide not less than 100 feet of storage length for collector roadways.
 - b. Provide taper lengths of not less than 100 feet.
 - c. Longer storage and taper lengths may be required when traffic projections indicate they are justified.

12. No lot shall contain a single-family unit that is identical to that of an adjoining lot. Units shall be reversed in exterior appearance either through reversing the garage location or other significant architectural elements to maximize the appearance and diversity in architectural design.
13. The Developer shall construct roadway improvements (pavement, signing, striping, curb and gutter, and drainage) along the existing road across the entire property frontage where required, at no cost to the city.
14. The Developer shall install a canopy or understory tree in the front yard of each single-family unit. The front and rear yards of the single-family family units shall be sodded.

ATTACHMENTS

Letter of Intent
Site Plan
Elevations
Planning and Zoning Commission Recommendation Memo



Letter of Intent

March 2, 2022

Tarika Peek
Director of Planning and Zoning
Community Development Department
26 W. Campbellton Street
Fairburn, GA 30213

Re: Rezoning – Johnson Road and Gullatt Road
46.1 +/- Acres / 7th District / LL 158 & 163 / Tax ID#: 07-400001630455

Please accept this correspondence as our "Letter of Intent" for the property located along Johnson Road and Gullatt Road in the City of Fairburn, GA.

The property area consists of 46.1 +/- total acres and is planned to utilize residential land use. We are proposing R-4 zoning requiring a minimum heated floor area of 1400 square foot. (*The Completed Zoning Application and supporting documentation are included*) The plan illustrates that all acreage will be for single family residential use of approximately 175 units and will include an attractive entrance feature with extensive landscaping, high quality playground and park area, impervious walking path, park benches, covered mail kiosk, additional parking and a pervious nature trail, which is outlined on the preliminary site plan.

We want to thank you in advance for your assistance and express our excitement in bringing this project to the City of Fairburn for zoning consideration.

If you have any questions or need anything further, please do not hesitate to contact me.

Sincerely,

Val Akins
Land Acquisition Manager



**CITY OF FAIRBURN
PLANNING AND ZONING COMMISSION
TRANSMITTAL OF RECOMMENDATION TO MAYOR AND CITY COUNCIL**

Date: June 13, 2022
To: Mayor and City Council
From: Elizabeth Echols, Chair of the Planning and Zoning Commission
Agenda Item: Rezoning 2022030 Liberty Communities [Friesian Estates]

Pursuant to Section 80-287 of the City of Fairburn Zoning Ordinance, on May 3, 2022, the Planning and Zoning Commission reviewed Rezoning 2022030 Liberty Communities [Friesian Estates] and the recommendation to Mayor and City Council is **DENIAL**.

DEVELOPMENTAL DATA	
1. TYPICAL AGE RANGE	18-24
2. INDICATIONS FOR USE	ADHD
3. CONTRAINDICATIONS	ADHD
4. PRECAUTIONS	ADHD
5. DOSAGE	ADHD
6. ADMINISTRATION	ADHD
7. MONITORING	ADHD
8. EVALUATION	ADHD
9. COMMENTS	ADHD
10. REFERENCES	ADHD
11. SUMMARY	ADHD
12. CONCLUSIONS	ADHD
13. RECOMMENDATIONS	ADHD
14. REFERENCES	ADHD
15. SUMMARY	ADHD
16. CONCLUSIONS	ADHD
17. RECOMMENDATIONS	ADHD
18. REFERENCES	ADHD
19. SUMMARY	ADHD
20. CONCLUSIONS	ADHD
21. RECOMMENDATIONS	ADHD
22. REFERENCES	ADHD
23. SUMMARY	ADHD
24. CONCLUSIONS	ADHD
25. RECOMMENDATIONS	ADHD
26. REFERENCES	ADHD
27. SUMMARY	ADHD
28. CONCLUSIONS	ADHD
29. RECOMMENDATIONS	ADHD
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32. CONCLUSIONS	ADHD
33. RECOMMENDATIONS	ADHD
34. REFERENCES	ADHD
35. SUMMARY	ADHD
36. CONCLUSIONS	ADHD
37. RECOMMENDATIONS	ADHD
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39. SUMMARY	ADHD
40. CONCLUSIONS	ADHD
41. RECOMMENDATIONS	ADHD
42. REFERENCES	ADHD
43. SUMMARY	ADHD
44. CONCLUSIONS	ADHD
45. RECOMMENDATIONS	ADHD
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47. SUMMARY	ADHD
48. CONCLUSIONS	ADHD
49. RECOMMENDATIONS	ADHD
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51. SUMMARY	ADHD
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59. SUMMARY	ADHD
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67. SUMMARY	ADHD
68. CONCLUSIONS	ADHD
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91. SUMMARY	ADHD
92. CONCLUSIONS	ADHD
93. RECOMMENDATIONS	ADHD
94. REFERENCES	ADHD
95. SUMMARY	ADHD
96. CONCLUSIONS	ADHD
97. RECOMMENDATIONS	ADHD
98. REFERENCES	ADHD
99. SUMMARY	ADHD
100. CONCLUSIONS	ADHD
101. RECOMMENDATIONS	ADHD
102. REFERENCES	ADHD
103. SUMMARY	ADHD
104. CONCLUSIONS	ADHD
105. RECOMMENDATIONS	ADHD
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107. SUMMARY	ADHD
108. CONCLUSIONS	ADHD
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116. CONCLUSIONS	ADHD
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118. REFERENCES	ADHD
119. SUMMARY	ADHD
120. CONCLUSIONS	ADHD
121. RECOMMENDATIONS	ADHD
122. REFERENCES	ADHD
123. SUMMARY	ADHD
124. CONCLUSIONS	ADHD
125. RECOMMENDATIONS	ADHD
126. REFERENCES	ADHD
127. SUMMARY	ADHD
128. CONCLUSIONS	ADHD
129. RECOMMENDATIONS	ADHD
130. REFERENCES	ADHD
131. SUMMARY	ADHD
132. CONCLUSIONS	ADHD
133. RECOMMENDATIONS	ADHD
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135. SUMMARY	ADHD
136. CONCLUSIONS	ADHD
137. RECOMMENDATIONS	ADHD
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143. SUMMARY	ADHD
144. CONCLUSIONS	ADHD
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147. SUMMARY	ADHD
148. CONCLUSIONS	ADHD
149. RECOMMENDATIONS	ADHD
150. REFERENCES	ADHD
151. SUMMARY	ADHD
152. CONCLUSIONS	ADHD
153. RECOMMENDATIONS</	



GRAPHIC SCALE

1/4" = 100' (1:240)

811 *Keep Lines Digging*
Call before you dig

EXPLANATIONS

1. ALL INFORMATION HAS BEEN OBTAINED FROM THE PUBLIC RECORDS OF THE CITY OF CHICAGO, ILL. AND THE CHICAGO AREA RECORDING BOARD. THIS INFORMATION MAY BE INCOMPLETE OR INACCURATE. THE USER ASSUMES ALL LIABILITY FOR ANY DAMAGE OR LOSS OF ANY KIND, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE USE OF THIS INFORMATION.

2. THE CITY OF CHICAGO, ILL. AND THE CHICAGO AREA RECORDING BOARD ARE NOT RESPONSIBLE FOR ANY DAMAGE OR LOSS OF ANY KIND, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE USE OF THIS INFORMATION.



811
Before you dig, call 811
Call before you dig

			
WAB WAB BROTHERS, INC. 1000 W. 10th St., Wm., W.Va. Phone 100-1000 WAB BROTHERS, INC. 1000 W. 10th St., Wm., W.Va. Phone 100-1000		WAB WAB BROTHERS, INC. 1000 W. 10th St., Wm., W.Va. Phone 100-1000 WAB BROTHERS, INC. 1000 W. 10th St., Wm., W.Va. Phone 100-1000	







PROJECT NO. 100-000000-0000-0000
FRIESIAN ESTATES

LANDSCAPE ARCHITECTURE

PREPARED BY
 HOLLAND & ASSOCIATES, INC.
 10000 N. 10TH AVENUE, SUITE 100
 DENVER, CO 80231

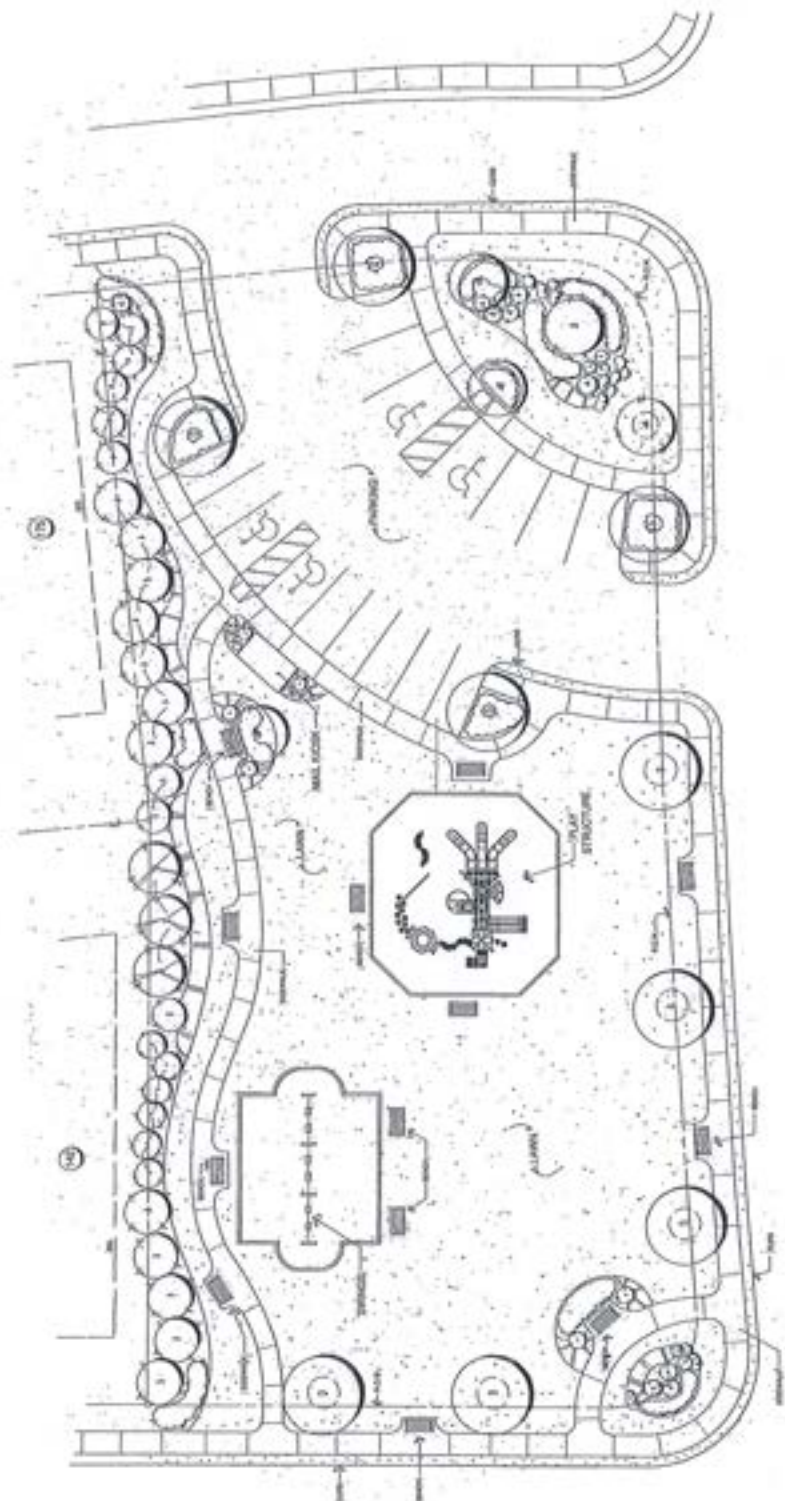


DATE: 01/10/00

BY: [Signature]

SCALE: 1" = 10'

SCALE: 1" = 10'













CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: REZONING 2022031 HERNAN CREEK

☐ AGREEMENT
☐ ORDINANCE

☐ POLICY / DISCUSSION
☐ RESOLUTION

☐ CONTRACT
☒ OTHER

Submitted: 05/31/22

Work Session: N/A

City Council: 06/13/22

DEPARTMENT: Community Development, Planning and Zoning Office

BUDGET IMPACT: None

PUBLIC HEARING: ☒ Yes ☐ No

PURPOSE: For Mayor and Council to consider the rezoning of 26.35 acres from AG (Agriculture) to R-4 (Single-family Residential).

HISTORY: N/A

FACTS AND ISSUES: The applicant, Hernan Creek, is requesting to rezone 26.35 acres from AG (Agriculture) to R-4 (Single-family Residential) to develop a 57-lot single-family residential subdivision with frontage on Herndon Road. The proposed lot size is ¼ acre (10,890 square feet). The proposed ingress and egress points to the subdivision are on Herndon Road. An amenity package includes a playground and picnic area and 3.38 acres designated for open space.

The Future Land Use Map has the subject property density category as *Medium Density Residential*, and this character area is appropriate for one-fourth acre or smaller lots.

The Durham Lakes Golf and Country Club planned community is located to the east of the subject property. Specifically, the Fairways at Durham Lakes subdivision is adjacent to the subject property. By comparison, the lots in the Fairways at Durham Lakes are of similar, if not smaller, size (between .18 to .25 acre lots).

FUNDING SOURCE: N/A

RECOMMENDED ACTION: Based on the proposed development's conformity to the 2040 Comprehensive Plan and Future Land Use Map, staff's recommendation is **APPROVAL CONDITIONAL**.

Planning and Zoning Commission recommendation: Approval Conditional
(See the attached recommendation transmittal memo)

Re: REZONING ORDINANCE 2022031
Property of Hernan Creek
7240 Herndon Road (Parcel ID No. 07 260001531081)
Land Lot 136
District 7

**STATE OF GEORGIA
COUNTY OF FULTON**

AN ORDINANCE TO REZONE CERTAIN PROPERTY WITHIN THE CITY LIMITS OF THE CITY OF FAIRBURN FROM AG (AGRICULTURE) ZONING DISTRICT TO R-4 (SINGLE FAMILY RESIDENTIAL) ZONING DISTRICT; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FAIRBURN, GEORGIA, AND IT IS HEREBY ORDAINED BY AUTHORITY OF THE SAME:

Section 1. That the City of Fairburn Zoning Ordinance be amended, and the official maps established in connection therewith be changed so that the property located in the City of Fairburn as indicated on Exhibit "A" to this Ordinance be changed from AG (Agriculture) Zoning District to R-4 (Single-Family Residential) Zoning District, subject to the following conditions:

A. To restrict the use of the subject property as follows:

1. Single-family Residential

- a. A maximum of 57 single-family residential lots with a density of 2.16 units per acre, whichever is less

B. To abide by the following:

1. The property shall be developed in conformity with the site plan prepared by Lowes Engineers and attached as Exhibit B. The site plan is conceptual only and must meet or exceed the requirements of the City's ordinance and zoning conditions prior to the approval of a Land Disturbance Permit. Any deviation from the site plan is subject to approval by the City's Department of Community Development.
2. Property maintenance shall be accomplished through a homeowner's association in which membership shall be mandatory. Property maintenance for the lots shall be accomplished by the individual property owners with the exception of common areas to be maintained by a homeowner's association. Such association by-laws shall be subject to approval by the City Administrator or designee and shall be recorded with covenants that shall be subject to approval by the City Administrator or designee.

C. To the following site development standards:

1. Development standards for each single-family lot shall be as follows:

a. Building setbacks as follows:

i. Front: 25 feet, 25' from each street right-of-way for corner lots

ii. Side: 10 feet

iii. Rear: 25 feet

b. Minimum lot square footage: 10,890 square feet (0.25 acres)

c. Minimum heated floor area: 1,400 square feet

d. Minimum lot widths: 50 feet

2. A minimum of 3.38 acres of the total area shall be reserved for open space; an amenity package shall include a playground and picnic area.

3. Facades of the homes shall be constructed with a combination of two or more of the following materials: fiber-cement siding, wood shake, clapboard, brick, and/or stone. The use of vinyl or EIFS (synthetic stucco) is strictly prohibited. At least 25% of the front façades shall consist of at least 25% brick or stone.

4. Two-car garages shall be provided for each single-family unit. Upgraded garage doors with architectural elements shall be utilized.

5. Sidewalks on all street frontages shall be a minimum of five-foot and shall be constructed to comply with the requirements of the Americans with Disabilities Act (ADA) standards and the City of Fairburn development standard. Five-foot sidewalks shall be provided along both sides of internal streets throughout the development and shall be designed to provide inter-connectivity to the amenities area and mail kiosk.

6. Pedestrian-scale street lighting shall be provided along both sides of internal streets throughout the development.

7. The perimeter landscape area abutting the public right-of-way on Herndon Road shall contain mature trees to create a natural landscaped buffer between the roadway and the rear of the houses (facing Herndon Road). Newly planted trees shall consist of one or a combination of the following trees: Leyland Cypress, Easter Red Cedar, Southern Magnolia, Virginia Pine, Arborvitae, Savannah Holly, Nellie R. Stevens Holly.

8. All utilities shall be installed underground throughout the development area.

9. Acceleration and deceleration lanes shall be provided at the proposed driveway connection unless a traffic study demonstrates that the total traffic on the existing roadway is less than 2,000 vehicles per day including traffic projected as a result of the proposed development (count of existing traffic must have been made within one year of the development plan submittal date)

10. Turning lanes shall be required to meet projected traffic demand and/or safe operations, as determined by the City Engineer and/or traffic study. When provided, turning lanes shall meet the following criteria:
 - a. Provide not less than 150 feet of storage length for arterial roadways. Provide not less than 100 feet of storage length for collector roadways.
 - b. Provide taper lengths of not less than 100 feet.
 - c. Longer storage and taper lengths may be required when traffic projections indicate they are justified.
11. The Developer shall construct roadway improvements (pavement, signing, striping, curb and gutter, and drainage) along the existing road across the entire property frontage where required, at no cost to the city.
12. The Developer shall install a canopy or understory tree in the front yard of each single-family unit. The front and rear yards of the single-family family units shall be sodded.

Section 2. That the property shall be developed in compliance with the conditions of approval as stated in this Ordinance. Any conditions hereby approved do not authorize the violation of any district regulations; and

Section 3. That the official maps referred to on file in the Office of the City Clerk, be changed to conform with the terms of this Ordinance; and

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

Section 5. Pursuant to the requirements of the Zoning Procedures Act and the City Zoning Ordinance, a properly advertised public hearing was held not less than 15 nor more than 45 days from the date of publication of notice, and which public hearing was held on the 13th day of June, 2022; and

Section 6. This Ordinance shall become effective on the 13th day of June, 2022.

Section 7. All Ordinances and parts of Ordinances in conflict with this Ordinance are repealed.

APPROVED this 13th day of June, 2022, by the Mayor and Council of the City of Fairburn, Georgia.

Mario Avery, Mayor

ATTEST:

Brenda James, City Clerk

APPROVED AS TO FORM:

Rory K. Starkey, City Attorney

EXHIBIT "A"

ALL that tract or parcel of land lying and being in Land Lots 136 and 153 of the 7th District of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a point formed by the intersection of the Land Lot line dividing Land Lots 153 and 136 and the southeastern right of way of Herndon Road, thence South 01 degrees 45 minutes 25 seconds West a distance of 62.87 feet to a point; thence South 61 degrees 26 minutes 16 seconds East a distance of 343.42 feet to a point; thence South 37 degrees 42 minutes 10 seconds West a distance of 343.42 feet to a point; thence South 34 degrees 51 minutes 31 seconds West a distance of 229.47 feet to a point; thence South 02 degrees 07 minutes 50 seconds West a distance of 640 feet along the line formed by the boundaries of Land Lots 153 and 136 to a point; thence South 28 degrees 54 minutes 04 seconds East a distance of 843 feet to a point; thence South 89 degrees 36 minutes 51 seconds West a distance of 521.86 feet to a point; thence North 38 degrees 08 minutes 28 seconds West a distance of 163.48 feet to a point; thence North 58 degrees 53 minutes 30 seconds West a distance of 237.08 feet to a point; thence North 69 degrees 30 minutes 23 seconds West a distance of 156.31 feet to a point; thence North 66 degrees 10 minutes 03 seconds West a distance of 59.79 feet to a point; thence North 80 degrees 59 minutes 54 seconds West a distance of 135.55 feet to a point; thence South 78 degrees 34 minutes 54 seconds West a distance of 29.7 feet to a point; thence North 1 degree 27 minutes 30 seconds East a distance of 608.64 feet to a point on the southeastern right of way of Herndon Road; thence North 33 degrees 59 minutes 36 seconds East a distance of 215.59 feet along the southeastern right of way of Herndon Road to a point; thence North 26 degrees 34 minutes 56 seconds East a distance of 101.73 feet along the southeastern right of way of Herndon Road to a point; thence North 19 degrees 00 minutes 57 seconds East a distance of 101.75 feet along the southeastern right of way of Herndon Road to a point; thence North 19 degrees 18 minutes 20 seconds East a distance of 256.95 feet along the southeastern right of way of Herndon Road to a point; thence North 25 degrees 17 minutes 01 seconds East a distance of 50 feet along the southeastern right of way of Herndon Road to a point; thence North 42 degrees 50 minutes 29 seconds East a distance of 99.9 feet along the southeastern right of way of Herndon Road to a point; thence North 49 degrees 13 minutes 45 seconds East a distance of 217.23 feet along the southeastern right of way of Herndon Road to a point; thence North 49 degrees 53 minutes 24 seconds East a distance of 384.31 feet along the southeastern right of way of Herndon Road to the point of beginning, according to a plat for J.P. Jackson of May 30, 1984 by Claude Esric Lee, Registered Land Surveyor No. 1083 which is incorporated herein and made a part hereof by reference to more fully show the courses, distances, metes and bounds of the lands herein conveyed.

The within described property being the same property conveyed by Quitclaim Deed dated October 15, 1976 from Jourdan P. Jackson to Rotelle H. Jackson as recorded October 26, 1976 at Deed

Book 6580, Pages 13 and 14, in the records of Fulton County, Georgia; and by Quitclaim Deed dated October 15, 1976 from J.P. Jackson to Rotelle H. Jackson as recorded October 26, 1976 at Deed Book 6580, page 15, in the records of Fulton County, Georgia; and by Quitclaim Deed dated February 22, 1980, from G.S. Day to Jourdan P. Jackson as recorded March 31, 1982 at Deed Book 8096, Pages 238 and 239 in the records of Fulton County, Georgia, and thence by Quitclaim Deed from Jourdan P. Jackson to Rotelle H. Jackson.

LESS AND EXCEPT:

All that tract or parcel of land lying and being in Land Lot 136 of the 7th District formerly in Campbell County and now being in Fulton County, Georgia, containing 0.58 acres and being more particularly described as beginning at a point on the southeasterly right of way of Herndon Road 1275 feet southwest of the intersection of the southeastern right of way of Herndon Road with the east line of Land Lot 132; thence South 0 degrees 30 minutes West 294 feet to a point; thence South 35 degrees 40 minutes West 150 feet to a point; thence North 0 degrees 30 minutes East 294 feet to a point on the southeastern right of way of Herndon Road; thence North 35 degrees 40 minutes East along said right of way 150 feet to the point of beginning. Said property is the same property as that conveyed by Warranty Deed dated October 31, 1980 from Rotelle H. Jackson to Phillip E. Mayfield and Lynda J. Mayfield as recorded on November 12, 1980 at Deed Book 7696, Page 398 in the records of Fulton County, Georgia. Said property was subsequently conveyed by Quitclaim Deed from Phillip E. Mayfield to Lynda J. Mayfield dated May 31, 1990 as recorded on June 22, 1990 at Deed Book 13511, Page 209 in the records of Fulton County, Georgia.

ALSO, LESS AND EXCEPT:

Any portion of the within described property included in or embraced within the limits of the right of way and appurtenances, spillways and embankments more fully described and set forth in the right of way plat of Herndon Road dated November 13, 1989 and recorded at Plat Book 145, page 79 on file with the office of the Public Works Department of Fulton County, Georgia, reference to which is hereby made for a more detailed description, the same being conveyed to Fulton County by Rotelle H. Jackson by right of way deed dated May 7, 1990 and recorded October 27, 1992 at Deed Book 15898, Pages 7 through 9, in the records of Fulton County, Georgia.

FURTHER LESS AND EXCEPT (TRACT 1):

ALL that tract or parcel of land lying and being in Land Lot 136 of the 7th District of Fulton County, Georgia and being more particularly described as follows: COMMENCING at a point formed by the intersection of the south eastern right of way line of Herndon Road with the East land lot line of Land Lot 136; thence southwesterly along the southeasterly right of way of Herndon

Road a distance of 1276 feet to a point; thence South 28 degrees 53 minutes 43 seconds East a distance of 121.81 feet to an iron pin and the true point of beginning; thence South 34 degrees 50 minutes 40 seconds East a distance of 628.29 feet to a point in the centerline of a stream; thence South 66 degrees 23 minutes 52 seconds West a distance of 72.00 feet to a point in the centerline of the stream; thence South 66 degrees 23 minutes 52 seconds West a distance of 190.25 feet to a point in the centerline of the stream; thence South 86 degrees 10 minutes 09 seconds West a distance of 274.40 feet to a point on the centerline of the stream; thence North 01 degrees 26 minutes 24 seconds East a distance of 16.86 feet to a point marked by an axle; thence North 81 degrees 45 minutes 49 seconds East a distance of 272.58 feet to an iron pin; thence North 11 degrees 09 minutes 51 seconds West a distance of 594.32 feet to the true point of beginning, containing 2.0 acres (87,131 S.F.) according to a plat by Charles C. Jones, Registered Land Surveyor No. 1650, for Virgil L. Campbell and Julius Lyles on September 11, 1995, which plat is incorporated herein and made a part hereof by reference.

AND LESS AND EXCEPT (TRACT 2):

All that tract or parcel of land lying and being in Land Lot 136 of the 7th District of Formerly Campbell now Fulton County, Georgia, being more particularly described as follows:

BEGINNING at a point formed by the intersection of the Southeasterly right of way line of Herndon Road, a 60 foot right of way, and the East Line of Land Lot 136, thence Southwesterly along the Southeasterly right of way line of Herndon Road a distance of 1275 feet to a point on the Southeasterly right of way line of Herndon Road and the true point of beginning; thence South 31 degrees 49 minutes 16 seconds West along the Southeasterly right of way of Herndon Road an arc and chord distance of 42.68 feet with a radius of 1201.24 feet to a point; thence South 32 degrees 50 minutes 00 seconds West along the Southeasterly right of way line of Herndon Road a distance of 107.32 feet to a point; thence South 01 degrees 27 minutes 30 seconds West a distance of 601.62 feet to a point with 1 1/2 inch iron pipe; thence North 81 degrees 55 minutes 58 seconds East a distance of 272.65 feet to a point; thence North 11 degrees 09 minutes 51 seconds West a distance of 594.19 feet to a point; thence North 28 degrees 54 minutes 27 seconds West a distance of 121.84 feet to the true point of beginning containing 3.00 acres according to a Survey for Virgil L. Campbell and Julius Lyles on July 31, 1995 by Robert M. Kirkley Registered Land Surveyor No. 1844 which is made a part hereof by reference.

APPLICATION INFORMATION
REZONING 2022031 HERNAN CREEK

APPLICANT/PETITIONER INFORMATION

Property Owner Hernan Creek	Petitioner Hernan Creek C/O Thompson, O'Brien, Kappler, & Nasuti, PC
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PROPERTY INFORMATION

Address:	7240 Herndon Road (parcel # 07 260001531081)
Land Lot and District:	Land Lot 136 and 153, District 7

Frontage:	Herndon Road
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Area of Property:	26.35 acres
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Existing Zoning and Use:	AG (Agriculture) and Undeveloped
---------------------------------	----------------------------------

Overlay District:	N/A
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Prior Zoning Cases/History:	N/A
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2040 Comprehensive Future Land Use Map Designation:	Medium-Density Residential
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MEETING AND HEARING DATES

Planning and Zoning Commission Meeting Tuesday, May 3, 2022	City Council Public Hearing Monday, June 13, 2022
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INTENT

A request to rezone 26.35 acres from AG (Agriculture) to R-4 (Single-family Residential) to develop a 57-lot single-family residential subdivision.

SURROUNDING ZONING

North: AG (Agriculture)

South: PD (Planned Development) and M-2 (Heavy Industrial)

East: PD (Planned Development)

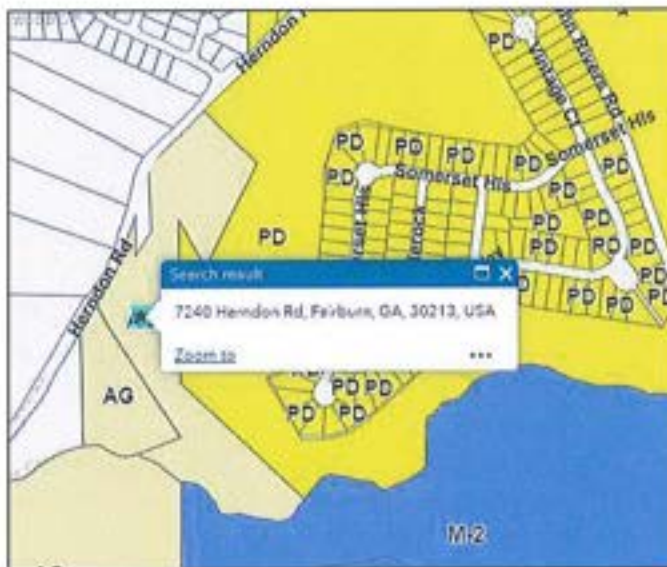
West: City of South Fulton

ARIEL MAP



7240 Herndon Road
26.35 acres

ZONING AND FUTURE LAND USE MAPS



AG (Agriculture)



Medium Density Residential

PUBLIC PARTICIPATION

Property owners within 500 feet of the subject property were invited to attend a community meeting hosted virtually on Thursday, March 11, 2022, at 6:30 p.m. Approximately, twenty-six (26) property owners attended the meeting. The applicant mailed letters to over 200 property owners.

Based on the applicant's public participation report, the following issues and concerns were expressed:

- Access along Herndon Road, in particular, foot-traffic
- Whether an HOA would be in place
- Rental restrictions
- Price points of the homes
- Product (quality and design) of the homes

STAFF COMMENTS

Engineering/Public Works

1. Please note that when property fronting on a city street is to be developed or when the property is to be accessed from a city street, the developer shall cause to be constructed roadway improvements (pavement, signing, striping, curb and gutter and drainage) which are required along the existing road across the entire property frontage at no cost to the city. Required improvements shall not be less than provided in these regulations for the designated street classification. [Sec. 71-37 (a)]
2. On any existing street having a right-of-way less than the minimum which abuts a property being developed, a minimum of one-half of the required width of right-of-way shall be dedicated at no cost to the city along the entire property boundary abutting the existing street. [Sec. 71-36 (b)]
3. The developer shall be responsible for the cost of relocation and/or modifications of public and/or private utilities as necessitated by the required street improvements. [Sec. 71-37 (c)]
4. All public streets proposed to be constructed in a subdivision or other development shall be designed and constructed at least to the standards contained in Section 71-38 of the City of Fairburn's Code of Ordinances in accordance with the appropriate street classification of said streets.
5. In the event that a development has access to a substandard street and if that substandard street provides the primary means of access to the development, the substandard street shall be fully upgraded, and the full width of the roadway overlaid with asphaltic concrete surface course along the entire property frontage and continuing to the nearest standard paved road along the route of primary access. [Sec. 71-39]
6. Turning lanes shall be required by the city to meet projected traffic demand and/or safe operations, as determined by the city engineer. When provided, turning lanes shall meet the following criteria:
 - a. Provide not less than 150 feet of storage length for arterial roadways. Provide not less than 100 feet of storage length for collector roadways.
 - b. Provide taper lengths of not less than 100 feet.
 - c. Longer storage and taper lengths may be required when traffic projections indicate they are justified.[Sec. 71-38(4)]
7. Except as indicated, acceleration and deceleration lanes shall be provided for new street and driveway connections to existing streets. The lanes will not be required if the total traffic on the existing roadway is less than 2,000 vehicles per day including traffic projected as a result of the proposed development (count of existing traffic must have been made within one year of the development plan submittal date). [Sec. 71-40]
8. Additional street right-of-way width may be required to be dedicated at intersections or other locations fronting the property where turning lanes, storage lanes, medians, islands, or realignments are required for

traffic safety and minimum right-of-way standards would be inadequate to accommodate the improvements. [Sec. 71-36 (c)]

9. All new streets or street widening sections shall be provided with curb and gutter. [Sec. 71-45]
10. All of the materials, methods of construction, and workmanship for street construction shall conform to the latest edition of the state department of transportation Standard Specifications for Road and Bridge Construction, including all amendments. [Sec. 71-42]
11. Sidewalks are required along the entire project frontage from property line to property line and on both side of all internal streets. All sidewalks shall have a minimum width of five feet and shall be constructed to comply with the requirements of the Americans with Disabilities Act (ADA) standards, city's development standards. [Sec. 71-46]
12. The minimum traffic control devices shall consist of street name signs on at each street intersection, stop or yield signs at each intersection, one speed limit sign per block, school or pedestrian crossing signs where appropriate, and limited pavement parking such as crosswalk lines for school or pedestrian crossings. [Sec. 71-47]
13. The developer shall provide all necessary street lighting in accordance with the standards of the American National Standard Practice for Roadway Lighting, current edition, but in no case less restrictive than one fixture at each street intersection and at an interval not exceeding one fixture for every 400 feet of roadway. The design calculations shall be submitted with the construction plans, consider the presence of older-aged drivers, and be approved prior to installation. The developer shall provide such lighting at no cost to the city. [Sec. 71-48]
14. All stormwater runoff generated from a site shall be adequately treated before discharge. [Sec. 65-112]
15. If existing water mains and/or sanitary sewers must be extended to serve a development, the developer shall install or have installed the necessary extensions at no cost to the city under the existing city policy and procedures at plan approval time. [Sec. 71-74]
16. Site utilities serving the site shall be placed underground. [Sec. 71-72]

Fire

Developments of one or two-family dwellings where the number of dwelling units exceed 30 shall be provided with two separate and approved fire apparatus access roads. The second entrance to the subdivision was added.

ZONING IMPACT ANALYSIS

A. Does the proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?

The subject property is located on the north east side of Herndon Road, approximately 0.36 miles from the Johns Rivers Road and Herndon Road intersection. The proposed use of the subject property for ¼ acre (10,890 square feet) single-family detached lots is consistent with the adjacent and nearby properties. A similar single-family residential subdivision, Fairways at Durham Lakes is located adjacent to the subject property. By comparison, the lots in the Fairways at Durham Lakes are of similar, if not a smaller size (between .18 to .25 acre lots). In addition, the subject property is designated as Medium-Density Residential on the Future Land Use Map, the same as the Durham Lakes Golf and Country Club planned community.

B. Does the proposal adversely affect the existing use or usability of adjacent or nearby property?

Staff is of the opinion that the proposal if approved will not have an adverse impact on the use or usability of adjacent or nearby properties.

C. Does the property have a reasonable economic use as currently zoned?

Staff is of the opinion that the subject properties have a reasonable economic use as currently zoned.

D. Will the proposal result in a use that could cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

Traffic Impact & Improvements

The developer will be required to conduct a traffic study before the issuance of the land disturbance permit to determine existing traffic operating conditions in the vicinity of the proposed development, project future traffic volumes, assess the impact of the subject development, and develop recommendations to mitigate the project traffic impacts and ensure safe and efficient existing and future traffic conditions in the vicinity of the project. The installation of deceleration lanes and turn lanes will be required at the proposed entrances to accommodate access to and from the proposed development and to meet projected traffic demand and/or safe operations unless deemed unwarranted by a traffic study. The installation of 5' sidewalks along the street frontage (Herndon Road) and both sides of internal streets throughout the development will be required.

Impact on Schools

The home schools for the proposed development are Evoline C. West Elementary, Bear Creek Middle, and Creekside High. According to the Fulton County Schools Development Impact Statement, the elementary and middle schools will be *over* the projected population capacity with or without the development and the high school will be *under* the projected population capacity with or without the development. The school system addresses population increases using "portable classrooms or other measures that may be needed to accommodate the instructional needs of the school," as stated in the Fulton County School's Development Impact Statement.

Home School	Project Baseline Enrollment	GADOE Capacity	Est. New FCS Students Generated	Projected Under/Over Capacity "B"	
				Without Dev.	With Dev.
Evoline West ES	802 to 852	750	3 to 24	52 to 102	55 to 126
Bear Creek MS	1,110 to 1,178	1,075	1 to 8	35 to 103	36 to 111
Creekside HS	1,719 to 1,812	1,900	4 to 13	-181 to -75	-177 to -62
TOTAL			8 to 45		

"B" Positive values indicate the number of students a facility is over the state capacity and negative values indicate the number of students a facility is under state capacity.

E. Is the proposal in conformity with the policies and intent of the land use plan?

The subject property is designated as Residential in the 2040 Comprehensive Plan.

The development strategies for the Residential character area are:

- Stable, safe, well-maintained neighborhoods that maintain their value over time
- Allow for a variety of home styles, materials, and lot sizes
- Accommodating to pedestrians and cyclists to allow for alternative access to Downtown

There are three (3) residential density categories on the Future Land Use Map, rural residential, low-density residential, and medium-density residential. The appropriate density category for the subject property is medium-density residential. The Medium-Density character area is meant to promote a tight-knit, more walkable community with lots that are one-fourth of an acre or smaller.

Staff believes the proposed 57-lot single-family residential subdivision conforms with the 2040 Comprehensive Plan and Future Land Use Map.

F. Are there existing or changing conditions that affect the use and development of the property which support either approval or denial of the proposal?

Metro Atlanta Housing Strategy

According to the Atlanta Regional Commission (ARC), the housing supply is not keeping up with demand. The Metro Atlanta Housing Strategy, which has been coordinated by the ARC, states that the City of Fairburn's housing strategy should consist of the following:

1. Increase Housing Supply: Reduce Development Cost and Barriers, Leverage Public Land & Establish Policies Supporting Affordable Housing
 - Address zoning and land use code that shapes development to provide housing options, including land use options, building sizes, building materials, building forms, parking, and more
2. Promote Housing Stability: Stabilize existing residents, Promote Home Buying
 - Implement supportive educational programs and financial policies for residents to stabilize their current housing.
3. Preserve Affordable Supply: Coordinate Across Agencies and Among Governments
 - Engage in robust coordination efforts between different levels of government and across various state and local agencies to create, manage, and maintain existing affordable units.
4. Develop Leadership & Collaboration on Affordability; Build Internal Resources to Address Housing
 - Expand internal capacity to address housing needs and collaborate across various industries, sectors, and organizations to create a multi-disciplinary approach to providing housing options.

Based on the calculations generated by the 2010 Census, the population of the city increased substantially, from 5,464 in 2010 to 12,950 in 2020. In 2019, the city's estimated population was 15,516. The overall growth in population accounts for a 136% increase from 2000 to 2010 and a 184% increase from 2000 to 2019. The 2021 population projection, is 16,597. A continued increase in population is predicted with an estimated population of 21,570 people by 2040, a 37.2% increase. Residential demands are based on the population projects, therefore as the population increase, the need for housing will increase.

G. Does the proposal permit a use that can be considered environmentally adverse to the natural resources, environment, and citizens of Fairburn?

Staff is of the opinion that the proposal would not permit a use that could be considered environmentally adverse to the natural resource, environment, or citizens of Fairburn.

STAFF RECOMMENDATION

Staff believes the proposed use of the subject property for a 57-lot single-family residential subdivision conforms with the 2040 Comprehensive Plan and Future Land Use Map. Also, the development is consistent with the lot size (1/4 acre) of the Durham Lakes Golf and Country Club planned community, located adjacent to the subject property. The rezoning of the property from AG (Agriculture) to R-4 (Single-family Residential) will not adversely affect the surrounding properties and cause detriment to the area. An increase in residential density will provide an opportunity to address the need for more housing.

Furthermore, an R-4 (Single-family Residential) zoning designation on the subject property is consistent with the Medium-Density Residential character area as stated in the 2040 Comprehensive Plan (pages 39-40) and Future Land Use Map, therefore, staff's recommendation is **APPROVAL CONDITIONAL**.

Should the Mayor and Council decide to approve the rezoning request, the staff recommends the conditions listed below. The applicant's agreement to these conditions would not change staff's recommendations. These recommended conditions shall prevail unless otherwise stipulated by the Mayor and Council:

A. To restrict the use of the subject property as follows:

1. Single-family Residential

- a. A maximum of 57 single-family residential lots with a density of 2.16 units per acre, whichever is less

B. To abide by the following:

1. The property shall be developed in conformity with the site plan prepared by Lowes Engineers and attached as Exhibit B. The site plan is conceptual only and must meet or exceed the requirements of the City's ordinance prior to the approval of a Land Disturbance Permit. Any deviation from the site plan is subject to approval by the City's Department of Community Development.
2. Property maintenance shall be accomplished through a homeowner's association in which membership shall be mandatory. Property maintenance for the lots shall be accomplished by the individual property owners with the exception of common areas to be maintained by a homeowner's association. Such association by-laws shall be subject to approval by the City Administrator or designee and shall be recorded with covenants that shall be subject to approval by the City Administrator or designee.

C. To the following site development standards:

1. Development standards for each single-family lot shall be as follows:

- a. Building setbacks as follows:
 - i. Front: 25 feet, 25' from each street right-of-way for corner lots
 - ii. Side: 10 feet
 - iii. Rear: 25 feet
- b. Minimum lot square footage: 10,890 square feet
- c. Minimum heated floor area: 1,400 square feet
- d. Minimum lot widths: 50 feet

2. A minimum of 3.38 acres of the total area shall be reserved for open space; an amenity package shall include a playground and picnic area.
3. Facades of the homes shall be constructed with a combination of two or more of the following materials: fiber-cement siding, wood shake, clapboard, brick, and/or stone. The use of vinyl or EIFS (synthetic stucco) is strictly prohibited. At least 25% of the front façades shall consist of at least 25% brick or stone.
4. Two-car garages shall be provided for each single-family unit. Upgraded garage doors with architectural elements shall be utilized.

5. Sidewalks on all street frontages shall be a minimum of five-foot and shall be constructed to comply with the requirements of the Americans with Disabilities Act (ADA) standards and the City of Fairburn development standard. Five-foot sidewalks shall be provided along both sides of internal streets throughout the development and shall be designed to provide inter-connectivity to the amenities area and mail kiosk.
6. Pedestrian-scale street lighting shall be provided along both sides of internal streets throughout the development.
7. The perimeter landscape area abutting the public right-of-way on Herndon Road shall contain mature trees to create a natural landscaped buffer between the roadway and the rear of the houses (facing Herndon Road). Newly planted trees shall consist of one or a combination of the following trees: Leyland Cypress, Easter Red Cedar, Southern Magnolia, Virginia Pine, Arborvitae, Savannah Holly, Nellie R. Stevens Holly.
8. All utilities shall be installed underground throughout the development area.
9. Acceleration and deceleration lanes shall be provided at the proposed driveway connection unless a traffic study demonstrates that the total traffic on the existing roadway is less than 2,000 vehicles per day including traffic projected as a result of the proposed development (count of existing traffic must have been made within one year of the development plan submittal date)
10. Turning lanes shall be required to meet projected traffic demand and/or safe operations, as determined by the City Engineer and/or traffic study. When provided, turning lanes shall meet the following criteria:
 - a. Provide not less than 150 feet of storage length for arterial roadways. Provide not less than 100 feet of storage length for collector roadways.
 - b. Provide taper lengths of not less than 100 feet.
 - c. Longer storage and taper lengths may be required when traffic projections indicate they are justified.
11. The Developer shall construct roadway improvements (pavement, signing, striping, curb and gutter, and drainage) along the existing road across the entire property frontage where required, at no cost to the city.
12. The Developer shall install a canopy or understory tree in the front yard of each single-family unit. The front and rear yards of the single-family family units shall be sodded.

ATTACHMENTS

Letter of Intent
Site Plan
Elevations
Planning and Zoning Commission Recommendation Memo

March 6, 2022

VIA HAND-FILED AND SUBMISSION

Mayor and Council of Fairburn, Georgia
56 Malone Street, SW
Fairburn, Georgia 30213

Fairburn Department of Planning & Zoning
56 Malone Street SW
Fairburn, Georgia 30213

**Re: Rezoning Application Concerning 7240 Herndon Road, Fairburn, Georgia (the
"Property")**

Mayor and Council,

This office has the privilege to represent Hernan Creek, LLC ("Applicant") the applicant for the corresponding application for rezoning. Please allow this letter to serve as a letter of intent and a brief introduction to the development proposed herein. The Applicant requests a zoning change concerning the Property from an AG-1 to an R4 zoning district. The rezoning would permit the development of a fifty-seven (57) unit single-family development of detached homes. This zoning change is consistent with the single-family uses surrounding the development and is consistent with the City of Fairburn's future land-use map and its comprehensive plan.

The property is currently an undeveloped 26.35-acre lot adjoined by the Fairways at Durham Lakes residential development to the north and other residential uses to the southwest. The parcel immediately to the Property's south is an undeveloped lot zoned M-2. The Property is located in the Medium Density Residential character area in the city's Future Land Use Map, which is intended to encourage the development of "tight knit, more walkable community lots with lots that are smaller than one third of an acre." Comprehensive Plan Pgs. 41-42. An R-4 zoning designation is consistent with the Medium Density Residential character area and with the comprehensive plan.

The development will consist of fifty-seven (57) detached single family residential units, resulting in a gross density of 2.12 units per acre- again, consistent with the character area and the R-4 zoning designation. The development will include large amounts of greenspace and sufficient buffering between surrounding developments, particularly the M-2 lot to the south. Each unit will enjoy at least a .25-acre lot. By way of comparison, the lots in the Fairway at Durham Lakes are of a similar, if not smaller, size (between .18 and .25 acre lots).

Homes on the Property will be developed with a mix of quality cladding materials and attractive architectural features, that will meet or exceed the development standards in the Fairburn LAND DEVELOPMENT RELATED REGULATIONS.

With this letter of intent, you will find the application, site plan/zoning exhibit, and other applicable documents pertaining to the zoning request. The Applicant looks forward to working with the City of Fairburn to develop what it believes is an attractive housing development targeted at improving the city's housing inventory.

Very truly yours,

THOMPSON, O' BRIEN, KEMP & NASUTI, P.C.

A handwritten signature in blue ink, appearing to read 'William J. Diehl', with a large, stylized loop at the end.

William J. Diehl



**CITY OF FAIRBURN
PLANNING AND ZONING COMMISSION
TRANSMITTAL OF RECOMMENDATION TO MAYOR AND CITY COUNCIL**

Date: June 13, 2022
To: Mayor and Council
From: Elizabeth Echols, Chair of the Planning and Zoning Commission
Agenda Item: Rezoning 2022031 Hernan Creek

Pursuant to Section 80-287 of the City of Fairburn Zoning Ordinance, on May 3, 2022, the Planning and Zoning Commission reviewed Rezoning 2022031 Hernan Creek and the recommendation to Mayor and Council is **APPROVAL CONDITIONAL**.







CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: Approval to use the City's allocation of American Rescue Plan Act (ARPA) funds in the amount of \$6,261,781 as revenue loss replacement and authorize the City Administrator to execute the Proposed Project Plan and have the authority to adjust projects and funding allocations based on need and funding availability.

☐ AGREEMENT ☐ POLICY / DISCUSSION ☐ CONTRACT
☐ ORDINANCE ☐ RESOLUTION ☒ OTHER

Submitted: 05/31/2022

Work Session: N/A

Council Meeting: 06/13/2022

DEPARTMENT: City Administrator's Office

BUDGET IMPACT: \$6,261,781

PUBLIC HEARING: ☐ Yes ☒ No

PURPOSE: For the Mayor and Council to authorize the use of American Rescue Plan Act (ARPA) funding as revenue loss replacement which is an allowable expense under the final rule.

FACTS AND ISSUES: The City of Fairburn was allocated \$6,261,781 in American Rescue Plan Act (ARPA) funding. The first half of the allocation was received in July 2021 in the amount of \$3,130,891 and the second half is anticipated to be received in July 2022. The proposed project plan focuses on refreshing the City's facilities, rebranding the City's image through communication and messaging, and renewing the City's focus on strategic plans.

FUNDING SOURCE: American Rescue Plan Act (ARPA) Funding

RECOMMENDED ACTION: Approval to use the City's allocation of American Rescue Plan Act (ARPA) funds in the amount of \$6,261,781 as revenue loss replacement and authorize the City Administrator to execute the Proposed Project Plan and have the authority to adjust projects and funding allocations based on need and funding availability.


Tony M. Phillips, City Administrator



FAIRBURN FOCUS 2023

REFRESH

REBRAND

RENEW



FAIRBURN FOCUS 2023

REFRESH

Rebuilding and renovating essential Fairburn facilities and initiatives

REBRAND

Proactively managing Fairburn's message, image, communications and engagements

RENEW

Remaining focused on renewing strategic plans for Fairburn

FAIRBURN FOCUS 2023

REFRESH

- American Rescue Plan Act (ARPA) Funding Project Plan
- Fire Station 23 - *NEW*
- Fire Station 21
- Fire Headquarters
- Police Headquarters
- Youth Center
- GMC Campus
- Streetscape Project
- Main Street Program
- Fleet Management

REBRAND

- Communications & Branding
- Messaging & Digital Platforms
- Citywide Events
- Brand
- Website
- Social Media
- Logos/Themes
- Mission/Vision
- Fall Festival
- Holiday Event
- Summer Series
- State of the City

RENEW

- Strategic Plan
- LCI Downtown Master Plan
- Economic Development Strategic Plan
- Parks Master Plan
- Public Safety Planning

ARPA REVENUE LOSS REPLACEMENT

The final rule offers a standard allowance for revenue loss of up to \$10 million, allowing recipients to select between a standard amount of revenue loss or complete a full revenue loss calculation. Recipients that select the standard allowance may use that amount - in many cases their full award - for government services, with streamlined reporting requirements.

- Electing the standard allowance does not increase or decrease a recipient's total allocation.

● Government services generally include any service traditionally provided by a government, unless Treasury has stated otherwise. Below are examples:

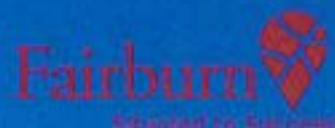
- Construction of Schools and hospitals
- Road building and maintenance, and other infrastructure
- Health services
- General government administration, staff, and administrative facilities
- Environmental remediation
- Provision of police, fire, and other public safety services (including purchase of fire trucks and police vehicles)
- Government services is the most flexible eligible use category and funds are subject to streamlined reporting and compliance requirements.

PROPOSED ARPA PROJECT PLAN

The City received the first allocation of funds in July 2021 in the amount of \$3,130,891 with a total allocation of \$6,261,781. Below is the proposed plan for utilizing 100% of the ARPA funds for revenue replacement.

- Facility Renovations & Updates ~ \$3,100,000
- Downtown Development ~ \$800,000
- Water Meter Replacement ~ \$595,000
- Utility Assistance ~ \$550,000
- Fire Hydrants ~ \$410,000
- Local Small Business Grant Program ~ \$350,000
- Project Management Services ~ \$281,781
- Lift Station Improvements (4) ~ \$175,000

Total Allocation = \$6,261,781





CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

**SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE THE BID AWARD
RECOMMENDATION FOR SHOCKLEY PLUMBING, INC. IN THE AMOUNT OF \$403,200.00
FOR THE FIRE HYDRANT REPLACEMENT PROJECT**

☐ AGREEMENT ☐ POLICY / DISCUSSION ☐ CONTRACT
☐ ORDINANCE ☐ RESOLUTION ☒ OTHER

Submitted: 5/13/2022 **Work Session:** N/A **Council Meeting:** 6/13/2022

DEPARTMENT: Utilities (Water & Sewer)

BUDGET IMPACT: The budget impact of this task order will be \$403,200. The proposed expenditures will come out of the American Rescue Act Account (230-0000-54-1400).

PUBLIC HEARING: ☐ Yes ☒ No

PURPOSE: For Mayor and City Council to approve the bid award recommendation for Shockley Plumbing, Inc. in the amount of \$403,200 for the Fire Hydrant Replacement Project.

HISTORY: The City of Fairburn has fire hydrants that will need to be upgraded to 8" pipelines and are 2-way instead of 3-way LDH (Large Diameter Hose) connections. 18 fire hydrants were identified by the Fire Department. The new fire hydrants will increase water pressure for fire emergencies.

FACTS AND ISSUES: Integrated Science Engineering (ISE) assisted City staff during the competitive bidding process. This included responding to bid phase RFIs, issuing the addenda, attending the bid opening, and making the contractor award recommendation. The bid was closed on March 31, 2022. On April 04, 2022, Shockley Plumbing, Inc. was awarded the bid award recommendation as the lowest bidder.

FUNDING SOURCE: The proposed expenditures will come out of the American Rescue Act Account (230-0000-54-1400).

RECOMMENDED ACTION: Staff recommends that the Mayor and City Council approve the bid award recommendation for Shockley Plumbing, Inc. in the amount of \$403,200 for the Fire Hydrant Replacement Project.


Tony M. Phillips, City Administrator



INTEGRATED
Science &
Engineering

April 4, 2022

Mr. John Martin
Utilities Director
City of Fairburn
56 Malone St
Fairburn, GA 30213

RE: Fire Hydrant Replacement - Bid Award Recommendation

Dear Mr. Martin,

Integrated Science & Engineering, Inc. (ISE) has reviewed the bids received by the City of Fairburn at 2:00 P.M., local time, on Thursday, March 31, 2022 for the above-referenced project. A total of three (3) bids were received. ISE has reviewed each bid for completeness and accuracy. The following Contractors submitted bids:

Bid Order	Contractor	Base Bid Amount
1	Shockley Plumbing, Inc.	\$403,200.00
2	Crawford Grading & Pipeline Inc.	\$418,200.17
3	The Corbett Group, LLC	\$454,400.00

A bid tab was prepared for each bidder (attached) to verify bid amounts provided for unit prices were summed correctly. One error was found and is shown in italicized and bold text. The error did not affect the total bid.

All bidders were considered qualified, responsive, and had attended the encouraged pre-bid meeting. After initial review of the bids, the low bid amount of \$403,200.00 was submitted by Shockley Plumbing, Inc. of Perkins, Ga.

Bid review and contacted references indicate Shockley Plumbing, Inc. is qualified for civil infrastructure projects, has specifically completed projects similar in scope to this project, and meets the requirements of the bidding documents. As such, ISE recommends the contract be awarded to **Shockley Plumbing, Inc.** in the amount of **\$403,200.00**

If there are any questions or concerns, please feel free to contact the undersigned.

Mr. John Martin
April 4, 2022
Page 2 of 2

Sincerely,

INTEGRATED SCIENCE & ENGINEERING, INC

A handwritten signature in blue ink, appearing to read "Cary R. Dial".

Cary R. Dial, P.E.
Principal

Enc: Bid Tabulation

UTILITY PLANS FOR FIRE HYDRANT REPLACEMENT

LOCATED IN LAND LOTS 46, 47, 51, 52, 53, 55 AND 67 OF THE 9F DISTRICT
CITY OF FAIRBURN, GA

SITE MAP



SEE

PREPARED FOR

CITY OF FAIRBURN
56 MALONE STREET, FAIRBURN, GEORGIA 30213

FEBRUARY 15, 2022



REVISIONS NO. DATE BY 1 2/15/22 JLM 2 2/15/22 JLM 3 2/15/22 JLM 4 2/15/22 JLM 5 2/15/22 JLM 6 2/15/22 JLM 7 2/15/22 JLM 8 2/15/22 JLM 9 2/15/22 JLM 10 2/15/22 JLM 11 2/15/22 JLM 12 2/15/22 JLM 13 2/15/22 JLM 14 2/15/22 JLM 15 2/15/22 JLM 16 2/15/22 JLM 17 2/15/22 JLM 18 2/15/22 JLM 19 2/15/22 JLM 20 2/15/22 JLM 21 2/15/22 JLM 22 2/15/22 JLM 23 2/15/22 JLM 24 2/15/22 JLM 25 2/15/22 JLM 26 2/15/22 JLM 27 2/15/22 JLM 28 2/15/22 JLM 29 2/15/22 JLM 30 2/15/22 JLM 31 2/15/22 JLM 32 2/15/22 JLM 33 2/15/22 JLM 34 2/15/22 JLM 35 2/15/22 JLM 36 2/15/22 JLM 37 2/15/22 JLM 38 2/15/22 JLM 39 2/15/22 JLM 40 2/15/22 JLM 41 2/15/22 JLM 42 2/15/22 JLM 43 2/15/22 JLM 44 2/15/22 JLM 45 2/15/22 JLM 46 2/15/22 JLM 47 2/15/22 JLM 48 2/15/22 JLM 49 2/15/22 JLM 50 2/15/22 JLM 51 2/15/22 JLM 52 2/15/22 JLM 53 2/15/22 JLM 54 2/15/22 JLM 55 2/15/22 JLM 56 2/15/22 JLM 57 2/15/22 JLM 58 2/15/22 JLM 59 2/15/22 JLM 60 2/15/22 JLM 61 2/15/22 JLM 62 2/15/22 JLM 63 2/15/22 JLM 64 2/15/22 JLM 65 2/15/22 JLM 66 2/15/22 JLM 67 2/15/22 JLM 68 2/15/22 JLM 69 2/15/22 JLM 70 2/15/22 JLM 71 2/15/22 JLM 72 2/15/22 JLM 73 2/15/22 JLM 74 2/15/22 JLM 75 2/15/22 JLM 76 2/15/22 JLM 77 2/15/22 JLM 78 2/15/22 JLM 79 2/15/22 JLM 80 2/15/22 JLM 81 2/15/22 JLM 82 2/15/22 JLM 83 2/15/22 JLM 84 2/15/22 JLM 85 2/15/22 JLM 86 2/15/22 JLM 87 2/15/22 JLM 88 2/15/22 JLM 89 2/15/22 JLM 90 2/15/22 JLM 91 2/15/22 JLM 92 2/15/22 JLM 93 2/15/22 JLM 94 2/15/22 JLM 95 2/15/22 JLM 96 2/15/22 JLM 97 2/15/22 JLM 98 2/15/22 JLM 99 2/15/22 JLM 100 2/15/22 JLM		PROJECT NO. 2022-001 PROJECT NAME FIRE HYDRANT REPLACEMENT PROJECT LOCATION 56 MALONE STREET, FAIRBURN, GA 30213 PROJECT OWNER CITY OF FAIRBURN PROJECT MANAGER JLM PROJECT ENGINEER JLM PROJECT DATE 2/15/22
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**INTEGRATED
Science &
Engineering, Inc.**
1000 Peachtree Street, Suite 1000
Atlanta, Georgia 30309
(404) 525-1000 Fax (404) 525-1001



DRAWING NO.
G-100

1. **OWNER:** CITY OF ALBUQUERQUE
300 WALLACE STREET
ALBUQUERQUE, NEW MEXICO 87102
CONTACT: JANE WADSWORTH 505/764-0244
2. **ENGINEERING INFORMATION:** WARD & ASSOCIATES, INC.

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Journal of Management Inquiry

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1. SERVICES DESCRIBED BY CITY OF MEMPHIS.
2. VENDOR SERVICES PROVIDED BY CITY OF MEMPHIS.
3. PERISH SERVICES PROVIDED BY GEORGIA POWER.
4. AND SERVICES PROVIDED BY ATLANTA GAS LIGHT.
5. COMMUNICATION SERVICES PROVIDED BY AT&T.
6. CITY OF MEMPHIS CONTRACTS AND AGREEMENTS AND REMAIN SMALL CONTRACTS.
7. CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS TO OBTAIN UTILITY PERMITS WITHIN 14 BUSINESS DAYS OF THE DATE OF THE CONTRACT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS AND INSURANCE FOR THE PROJECT. THE CONTRACTOR SHALL MAINTAIN ALL PERMITS AND INSURANCE THROUGHOUT THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE FOR THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE FOR THE PROJECT.
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and a secondary, more general, concern.

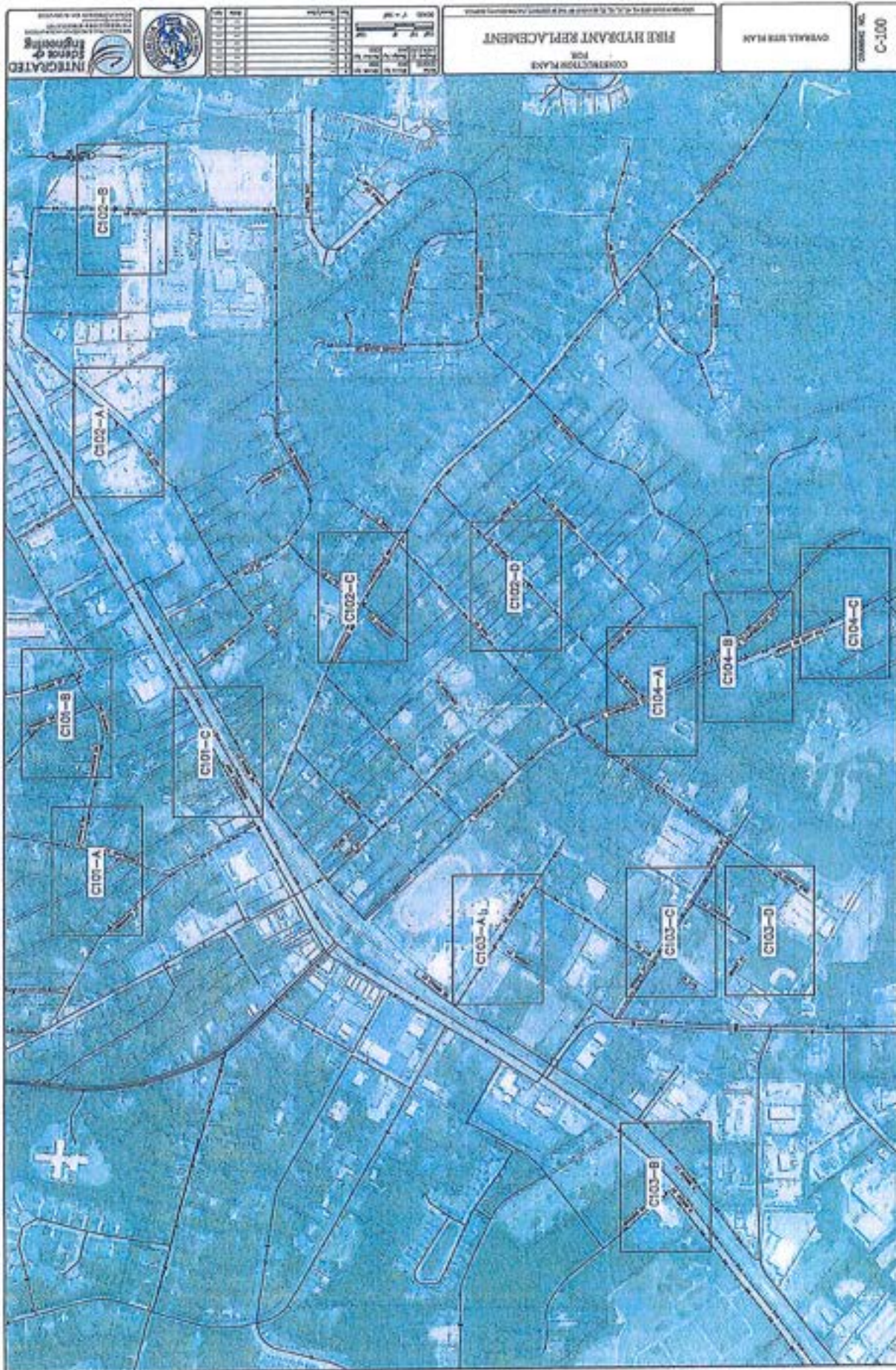
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CONSTRUCTION PLANS
FOR
FIRE HYDRANT REPLACEMENT

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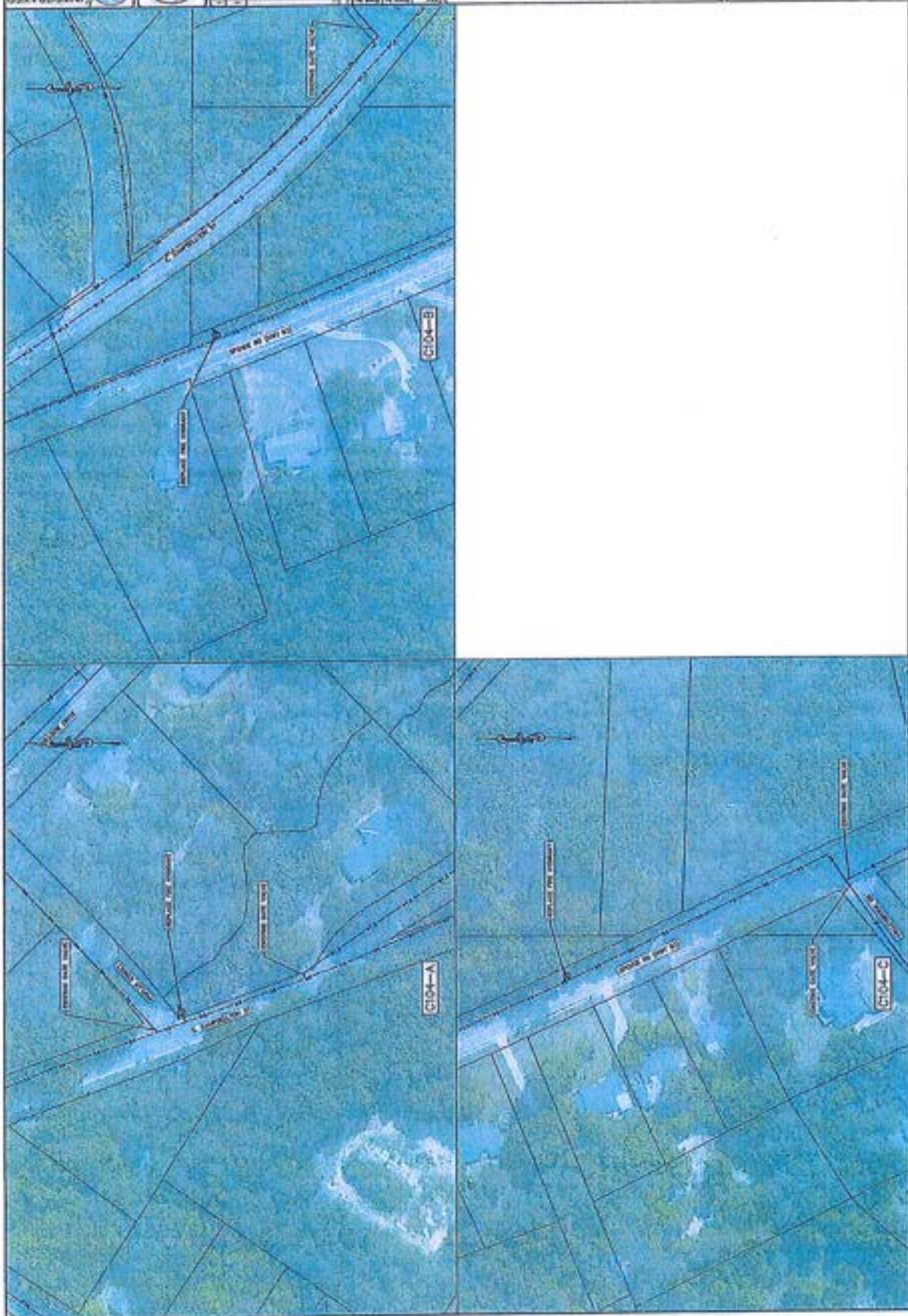
G-200
 DIVISION NO.



FIRE HYDRANT REPLACEMENT





CONSTRUCTION PLANS
FOR

2004





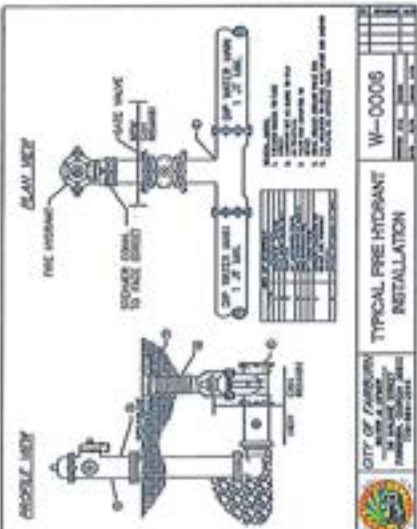
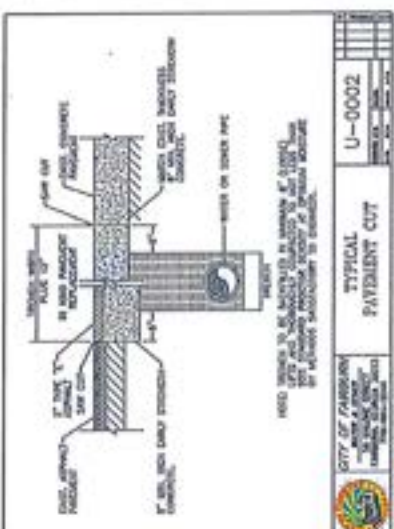
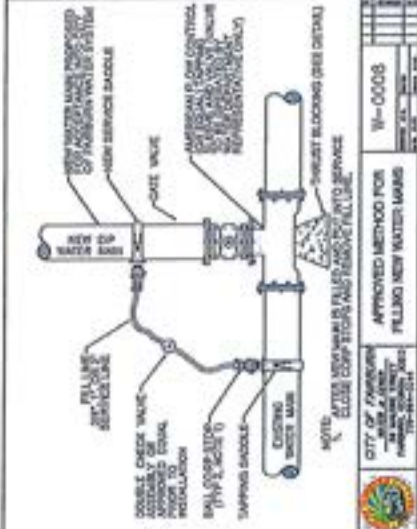
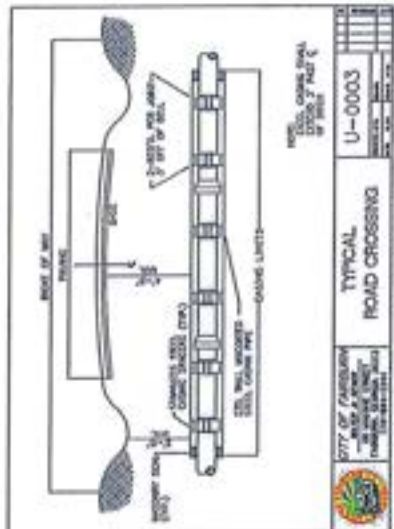
Age	Sex	Height (cm)	Weight (kg)	Body Mass Index (kg/m ²)
18	M	175	75	24.5
20	F	160	55	21.5
22	M	180	85	27.1
24	F	165	60	22.0
26	M	170	70	24.2
28	F	155	50	20.5
30	M	175	75	24.5
32	F	160	55	21.5
34	M	180	85	27.1
36	F	165	60	22.0
38	M	170	70	24.2
40	F	155	50	20.5

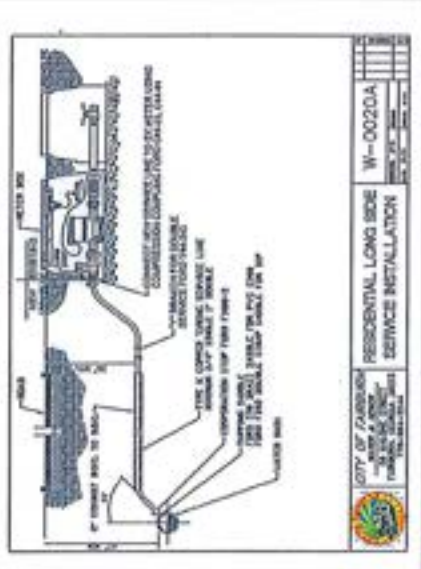
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CONSTRUCTION PLANS
FOR
FIRE HYDRANT REPLACEMENT

EXPOSITION DETAILS

CLASSING NO.
C-700







CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: Establish Human Resources Specialist Position in the Human Resources Department

☐ AGREEMENT ☐ POLICY / DISCUSSION ☐ CONTRACT
☐ ORDINANCE ☐ RESOLUTION ☒ OTHER

Submitted: 06/01/2022 Work Session: N/A Council Meeting: 06/13/2022

DEPARTMENT: Human Resources

BUDGET IMPACT: \$5,044.00

PUBLIC HEARING: ☐ Yes ☒ No

PURPOSE: Establish classification of Human Resources Specialist position in the Human Resources Department

HISTORY: The City of Fairburn Human Resources Department is transitioning in its service delivery, strategies, and programming to meet the needs of our employees. The establishment of the Human Resources Specialist position will allow for assigned personnel to administer the City's benefits programs and a comprehensive city-wide wellness program.

FACTS AND ISSUES: Due to the department not having a dedicated position, benefit and wellness initiatives have not been formalized. As we are improving our retention strategies, employee engagement, and benefit initiatives, and streamlining our processes through technology, this position will effectively develop and manage the City's employee wellness program, coordinate the City's annual health fairs, and coordinate the citywide benefits open enrollment.

FUNDING SOURCE: Funding is available within the HR budget line.

RECOMMENDED ACTION: Request Mayor and Council approval to establish the Human Resources Specialist position for the current FY22 budget year. The recommended job description is attached.


Tony M. Phillips, City Administrator



**CITY OF FAIRBURN
JOB DESCRIPTION**

POSITION: Human Resources Specialist

DEPARTMENT: Human Resources

GRADE: Grade 21: \$43,409.60 – \$55,057.60

STATUS: Full-time; Exempt

REPORTS TO: Human Resources Director

BENEFITS: Eligible for health and dental coverage, retirement plan, life insurance, long term disability insurance, deferred compensation plan, ten paid holidays per year, ten days annual leave per year, and ten days eave per year, and ancillary benefits.

SCHEDULE: Normal operation hours are Monday – Friday, 8:00 a.m. – 5:00 p.m.
(schedule flexibility is available to accommodate the needs of the City).

POSITION SUMMARY:

Under general supervision, this position is responsible for the administration of the City's benefits programs to include, medical, dental, vision, life insurance, health/dependent care flexible spending accounts (FSA), health reimbursement accounts (HRA) administering a comprehensive city-wide wellness program, and assists with supporting human resources related activities. Reports to the Human Resources Director.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Develops and manages the City's employee wellness program; develops resources, conducts research, plans and coordinates a variety of programs and events in the areas of wellness, to encourage healthy life choices; creates awareness, motivates, and assists employees in adapting and maintaining a well-rounded healthy lifestyle; plans and develops programs to reduce health risks and medical costs while educating and promoting overall wellness. Serves as a member of the wellness committee.
- Coordinates the City's annual health fair while partnering with assigned benefits brokers.
- Conducts orientations/on-boarding for all new employees to ensure employees gain an understanding of benefit plans and enrollment provisions. Counsels employees (and potential employees/applicants) on plan provisions so that individuals can make informed benefit decisions.
- Coordinates the citywide benefits open enrollment to include the design and preparation of benefits materials and literature; organizes, maintains, and updates benefit records; presents benefits information and explains benefit policies and procedures.
- Conducts research regarding benefit utilization, services, coverage, and cost to assess program effectiveness; analyzes data and assist with the developing of long-range objectives with regards to benefit programs.
- Conduct benefit premium, employee status, and enrollment audits, ensuring employee data is accurate in HRIS systems.
- Processes employee terminations connected with payroll and benefit plans.
- Conducts exit interviews of employees and provides explanation of plan coverage.

- Adheres to all employment practices and requirements established in the City Personnel Policy.
- May serve as backup for FMLA and recruitment.
- Perform other duties as assigned.

MINIMUM QUALIFICATIONS:

Requires a Bachelor's Degree in Human Resources Management, Business Administration, Health and Wellness, Public Administration, or a related field, and 2-3 years of directly related experience in human resources, benefits administration, wellness, or an equivalent combination of education and experience.

CERTIFICATION REQUIREMENT

Desired aPHR, PHR, SHRM-CP, or Georgia local government management certification.

Certified Employee Benefit Specialist (CEBS) designation desirable.

Local Government experience a plus.

KNOWLEDGE, SKILLS, AND ABILITY REQUIREMENTS

- General knowledge of all pertinent federal and state benefit regulations, including filing and compliance requirements affecting employee benefit programs including the ACA, COBRA, HIPAA, FMLA, and Section 125. Knowledge of benefit plan designs. Knowledge of interpreting and analyzing actuarial information and industry trends.
- Knowledge of health and wellness, and regulations to include HIPAA and EEOC requirements involved in directing health and wellness services. Knowledge of current literature, trends, and developments in the field of wellness and health.
- Knowledge of all pertinent federal and state Human Resources law and regulations, including FLSA and other DOL regulations, ADA, and related human resources legislation.
- Thorough knowledge of principles and processes for providing customer services. This includes setting and meeting quality standards for services and evaluation of customer satisfaction.
- Evaluates the best method of research and then exercises appropriate judgment in establishing priorities and resolving routine matters. Considers the relative costs and benefits of potential actions to choose the most appropriate one.
- Utilizes a personal computer with word processing, spreadsheet, and related software to effectively complete a variety of administrative tasks with reasonable speed and accuracy. Proficient with Microsoft Office Suite (Outlook, Word, PowerPoint and Excel).
- Uses logic and reasoning to understand, analyze, and evaluate complex situation; performs additional research to identify the strengths and weaknesses of alternative solutions, conclusions, or approaches.
- Plans and organizes daily work routine. Estimates expected time of completion of elements of work and establishes a personal schedule accordingly. Implements work activities in accordance with priorities and estimated schedules.
- Ability to develop and maintain cooperative and professional relationships with employees and all levels of management to include representatives from other departments and organizations.
- Ability to effectively communicate ideas and proposals verbally and in writing, to include the preparation of detailed reports and statistics. Ability to handle a variety of complex human resources issues with tact and diplomacy and in a confidential manner.
- Ability to perform arithmetic and statistical applications. Ability to employ basic math principles and practices in the analysis and reporting of data.

PHYSICAL REQUIREMENTS

Requires the ability to exert light physical effort in sedentary to light work.

Some lifting, carrying, pushing and/or pulling of objects and materials of light weight (10-40 pounds).

Tasks may involve extended periods of time at keyboard or workstation.

SENSORY REQUIREMENTS

Some tasks require the ability to perceive and discriminate sounds and visual cues or signals.

Some tasks require the ability to communicate orally.

ENVIRONMENTAL EXPOSURES

Essential functions are regularly performed without exposure to adverse environmental conditions.

The City of Fairburn is an Equal Opportunity Employer. To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. In compliance with the American Disabilities Act (ADA) reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential job functions. Prospective and current employees are encouraged to discuss accommodations with the employer.

This job description has been reviewed and approved on _____ by:

Tony M. Phillips, City Administrator

Human Resources Director, Human Resources

I have read this job description and understand the duties assigned and the expectations of my performance.

Employee Signature

Date



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF THE LIHWAP AGREEMENT BETWEEN THE GEORGIA DEPARTMENT OF HUMAN SERVICES AND THE CITY OF FAIRBURN

(X) AGREEMENT () POLICY / DISCUSSION () CONTRACT
() ORDINANCE () RESOLUTION () OTHER

Submitted: 5/31/2022

Work Session: N/A

Council Meeting: 6/13/2022

DEPARTMENT: Utilities (Customer Services)

BUDGET IMPACT: There is no budget impact to the city

PUBLIC HEARING: () Yes (X) No

PURPOSE: For Mayor and Council to approve the LIHWAP Agreement between the Georgia Department of Human Services and the City of Fairburn and to authorize the Mayor to sign the agreement for the City of Fairburn.

HISTORY: The Georgia Low Income Home Energy Assistance Program (**LIHEAP**), is a Federally-funded program that helps low-income households with their home energy bills. The LIHWAP (Low Income Household Water Assistance Program) is a program stemming from federal funding allocated by congress to provide emergency temporary relief to water and wastewater customers impacted by COVID. The program is locally managed by the Georgia Division of Family and Children Services (GA DFCS), who held a webinar in late September 2021. The Home Water Supplier Agreement will ensure eligibility of benefits to public water utility customers in the City of Fairburn.

FACTS AND ISSUES: With these additional funds, water customers can now be helped with arrearage or past due water and wastewater (sewer) bills.

FUNDING SOURCE: There is no budget impact to the city.

RECOMMENDED ACTION: Staff recommends that the Mayor and City Council approve the LIHWAP Agreement between the Georgia Department of Human Services and the City of Fairburn and to authorize the Mayor to sign the agreement for the City of Fairburn.


Tony M. Phillips, City Administrator



**AGREEMENT
BETWEEN**

**THE GEORGIA DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY
AND CHILDREN SERVICES**

AND

[Name of Home Water Supplier]

FOR

THE LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)

This Agreement ("Agreement") is made and entered into by and between the Georgia Department of Human Services, Division of Family and Children Services ("DHS-DFCS") and [Name of Home Water Supplier] ("Home Water Supplier"), each individually a "Party" and collectively referred to as the "Parties" and shall be effective upon the date of last signature by the authorized representatives of the Parties ("Effective Date").

WHEREAS, DHS is the State agency that administers and sets parameters for a statewide system of programs and services that provide public assistance to the disadvantaged, disabled and elderly residents of the State of Georgia (the "State") through a network of other agencies and organizations, pursuant to O.C.G.A. § 49-2-1 et seq.;

WHEREAS, Home Water Supplier refers to any private or public entity in the business of supplying water for human consumption and/or wastewater related services to customers through public water systems, such as pipelines.

WHEREAS, DHS and Home Water Supplier are empowered to enter into this Agreement pursuant to 1983 Ga. Const. Art. IX, Sec. III, Para. I, as an intergovernmental agreement.

WHEREAS, DHS and Home Water Supplier enter this Agreement for the provision of federal funds to cover and/or reduce arrearages, rates and fees associated with reconnection or preventions of disconnection of service, and rate reduction to assist low-income households with water and wastewater reconnection and ongoing services for households eligible for the Low-Income Household Water Assistance Program ("LIHWAP"). The term "arrearage" includes any past due balance on an account.

WHEREAS, DHS operates LIHWAP in accordance with Term Eleven in the Supplemental Terms and Conditions, incorporated in this Agreement as **Attachment A**, as set forth by the United States Department of Health and Human Services' Administration for Children and Families, Office of Community Services. Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic with the public health focus of ensuring that eligible low-income households have access to drinking water and wastewater services.

WHEREAS, DHS and Home Water Supplier acknowledge that the services provided under this Agreement are governed by and subject to the federal and state laws and regulations in accordance with LIHWAP and its Supplemental Terms and Conditions (**Attachment A**).

NOW THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PARTIES' JOINT RESPONSIBILITIES

The Parties agree to:

1.1. Maintain regular communication with each other, in all matters, as needed throughout the duration of the Agreement.

1.2. Work in partnership with each other and with each Party's authorized representatives and contractors in the provision of the services and such other goals as may be mutually agreed upon by the Parties.

1.3. Provide information and documentation as reasonably necessary to meet the obligations of this Agreement.

1.4. Cooperate in good faith with any audit or financial reviews conducted by the other Party or any other authorized entity regarding this Agreement. This includes maintaining and providing information descriptive of the services required under this Agreement necessary for the other Party to meet any reporting requirements imposed by State or federal law.

2. HOME WATER SUPPLIER RESPONSIBILITIES

Home Water Supplier agrees to:

General:

2.1. Provide DHS-DFCS a copy of the Employer Identification Number document, which was issued to the Home Water Supplier and which displays the number used by the IRS as the Home Water Supplier's tax identification number.

2.2. Provide DHS-DFCS with at least one designated contact person who shall be available to respond by telephone and electronic mail to all reasonable inquiries regarding LIHWAP household accounts, including but not limited to bills, payments, and services.

2.3. Notify DHS-DFCS immediately when the tax identification number is changed. A new W-9 form will be completed and returned to DHS-DFCS.

2.4. Notify DHS-DFCS within 10 days when the name of the company, ownership of the company, contact person, contact/billing information, services to be provided, or service coverage area changes.

2.5. For privately owned Water Companies: Notify DHS-DFCS if the Home Water Supplier owner or an employee of the Home Water Supplier is also employed by DHS-DFCS or a member of his/her immediate family is employed by the DHS-DFCS. ("Immediate family" means either a spouse or any other person who resides in the same household as the owner/employee and who is a dependent of the owner.)

2.6. For the purpose of monitoring compliance with this Agreement and LIHWAP program compliance, the Home Water Supplier agrees to allow representatives of the Community Action Agency and DHS-DFCS access to all account information for the LIHWAP recipients.

2.7. The provisions found at Section 5 of this Agreement are hereby incorporated.

Financial Information/Billing:

2.8. Provide drinking water and/or wastewater services to each eligible and approved residential household, for which payment is provided under this Agreement.

2.9. Charge LIHWAP households using the Home Water Supplier's normal billing process.

2.10. Apply LIHWAP funds for currently open/active accounts, only, as follows:

2.10.1. Do not apply LIHWAP funds to any closed/inactive accounts.

2.10.2. If there is an arrearage on an open/active account, apply all LIHWAP funds to the arrearage on the account first. All remaining payment shall be applied to the customer's current account balance, which may result in a credit on the account. If the water services have been disconnected, the Home Water Supplier agrees to restore water services within 10 business days upon the receipt of the payment from LIHWAP.

2.10.3. If there are no arrears on an open/active account, apply all LIHWAP funds to the customer's current account balance, which may result in a credit on the account.

2.10.4. Charge all LIHWAP households the same rate for home drinking water and/or wastewater services that the Home Water Supplier bills to non-LIHWAP households.

2.10.5. Do not apply LIHWAP payments to account balances that have previously been written off.

2.10.6. Do not apply LIHWAP payments to commercial accounts. LIHWAP payments should only be applied to residential accounts.

2.10.7. Post all payments to customer accounts within 5 business days of receiving the payment.

2.10.8. Clearly notate and distinguish on all LIHWAP household accounts, the LIHWAP funds that are applied to the account.

2.10.9. After LIHWAP funds are applied to an account, include on the customer's next billing statement information concerning all LIHWAP funds applied to the account.

2.11. Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to DHS-DFCS.

2.12. Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.

2.13. Cooperate with any Federal, State, or local investigation, audit, or program review. Allow DHS-DFCS representatives access to all books and records relating to LIHWAP households for the purpose of compliance verification with this Agreement.

2.14. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.

2.15. Take corrective action in the timeframe specified by the DHS-DFCS if violations of this Agreement are discovered. Corrective action may include, but is not limited to, providing detailed documentation of changes made and detailed plans for future changes that will bring the Home Water Supplier into compliance.

2.16. Understand that failure to implement corrective actions may result in the immediate disqualification from participation in the LIHWAP.

Data Collection:

2.17. DHS-DFCS requires the Home Water Supplier to maintain data regarding performance measures, which includes but may not be limited to:

2.17.1. Written information to DHS-DFCS on an eligible household's home drinking water and/or wastewater costs, bill payment history, and/or arrearage history for no more than the previous 12 monthly billing periods even when it may be from a prior occupant household. If the eligible household has been a customer for less than 12 months, the Home Water Supplier will provide LIHWAP with the requested data and include the number of months that the data supports.

2.17.2. The itemized amount, cost, and type of water assistance and services provided for eligible households approved for assistance under this award.

2.17.3. The type of water assistance used by the eligible household, i.e., drinking

water, wastewater etc.

2.17.4. The impact of the LIHWAP benefit on the LIHWAP household (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff).

2.18. The performance measures data must be provided at no cost to DHS-DFCS nor the account holder and provided to DHS-DFCS within a timeframe specified by DHS-DFCS. Additionally, the performance measures data must be provided in the format requested by DHS-DFCS (or an authorized agent for the DHS-DFCS) for the purposes of verification, research, evaluation, analysis, and reporting. Prior to requesting performance measures data, DHS-DFCS will obtain authorization for release of information from the LIHWAP applicant.

3. DHS-DFCS RESPONSIBILITIES

DHS-DFCS agrees to:

3.1. DHS-DFCS will evaluate the relationship to determine if there is a conflict of interest that will preclude the Home Water Supplier from providing LIHWAP services to a designated locality(s). (Conflict of Interest is defined as a situation that has the potential to undermine the impartiality of a person in an official position because of the possibility of a clash between the person's self-interest and professional interest or public interest.)

3.2. Not serve as the Home Water Supplier for a household in which s/he is a current recipient of assistance from the LIHWAP. (For these purposes, current will be defined as during the present federal fiscal year. Applies to privately owned Water Companies).

3.3. Not serve as the Home Water Supplier for a dwelling/property that s/he owns. (Applies to privately owned Water Companies).

4. TERM

4.1. This Agreement shall begin on the Effective Date and shall continue until September 30, 2022 ("Initial Term"), unless terminated earlier pursuant to **Section 7, Termination**; provided, however, that termination or expiration of this Agreement shall not affect any obligations, representations, or warranties, which by their nature survive termination or expiration. Thereafter, this Agreement may be renewed by the Parties for an additional term, which shall begin on October 1 and end at midnight on September 30, of the following year ("Renewal Option") as follows:

Initial Term: Effective Date – September 30, 2022

Renewal Option: October 1, 2022 – September 30, 2023

4.2. The terms and conditions in effect at the time of the renewal shall apply to each renewal term. DHS-DFCS shall send Home Water Supplier written notice memorializing the Parties' intent to exercise a renewal option under this Agreement. Renewal is not automatic.

5. PAYMENT

5.1. All funds for payment made pursuant to this Agreement will be paid directly to the Home Water Supplier by a DHS-DFCS contracted Community Action Agency, as outlined in this Agreement. "Responsibilities of the Community Action Agency" are detailed in **Attachment B** of this Agreement.

5.2. If a Community Action Agency notifies the Home Water Supplier that a payment is a duplicate or was sent in error, the refund check must be made payable to the Community Action Agency within 10 business days of notification. The Home Water Supplier shall refund only the portion of the payment that was a duplicate or the portion of the payment that was sent in error. Do not return the entire check.

5.3. If the Home Water Supplier receives notification that a LIHWAP payment has not posted to the correct account, the Home Water Supplier must credit the LIHWAP payment to the correct account within 5 business days.

6. RELATIONSHIP OF THE PARTIES

6.1. Neither Party is an agent, employee, assignee or servant of the other. It is expressly agreed that this Agreement is not to be construed as creating a partnership, joint venture, master-servant, principal-agent, or other relationship for any purpose whatsoever. Furthermore, neither Party is authorized to or has the power to obligate or bind the other by contract, agreement, warranty, representation or otherwise in any manner whatsoever.

7. TERMINATION

7.1. This Agreement may be cancelled or terminated, in whole or in part:

7.1.1. For convenience of either Party upon delivery of thirty (30) calendar days' written notice of intent to do so, signed by a duly authorized representative of either Party;

7.1.2. By operation of law or act of the General Assembly, so as to render the fulfillment of the Agreement infeasible; and

7.1.3. In the event sufficient appropriated, otherwise obligated funds no longer exist for the payment of a Party's obligations hereunder.

7.2. In the event of termination of this Agreement for any reason, the Parties shall remain liable for only those amounts, if any, incurred up to and including the termination date, subject to appropriations and the payment terms of this Agreement. If the Parties fail to agree in whole or in parts as to the amounts with respect to monies to be paid in connection with the total or partial termination, **Section 13, *Dispute Resolution***, shall govern.

8. DEFAULT

8.1. If there is an event of default, the non-defaulting Party shall provide written notice thereof requesting that the breach or noncompliance be remedied within the time period specified in the notice. If the breach or noncompliance is not remedied by such date, the non-defaulting Party may immediately terminate this Agreement, in whole or in part, without additional written notice.

9. LIMITATION OF LIABILITY

9.1. No civil action may be brought under this Agreement by one Party against the other Party.

9.2. DHS-DFCS shall not be held liable for claims arising solely from the acts, omissions or negligence of Home Water Supplier. Home Water Supplier shall not be held liable for claims arising solely from the acts, omissions or negligence of DHS-DFCS.

10. CONFIDENTIALITY AND PERSONAL HEALTH INFORMATION

10.1. All Parties herein shall abide by all state and federal laws, rules and regulations, and DHS policy on respecting confidentiality of an individual's records. The Parties herein further agree not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, consumer/client/customer, or responsible parent or guardian.

10.2. Pursuant to 45 C.F.R § 160.103, the Parties agree that DHS-DFCS is a "covered entity" as defined by the federal Standards for Privacy of Individually Identifiable Health Information. DHS-DFCS from time to time may disclose "protected health information" ("PHI") to carry out the functions of this Agreement. These disclosures relate to PHI created or acquired by DHS-DFCS in connection with programs it administers.

10.3. PHI disclosed pursuant to this Agreement is confidential information and will be subject to appropriate safeguards while in DHS-DFCS possession. PHI will not be re-disclosed by DHS-DFCS or its employees without the written consent of the individual to whom the PHI relates or that individual's authorized representative, except as may be required by compulsory legal process. PHI will be retained by DHS-DFCS as required by law and, as appropriate, will be destroyed only in accordance with approved records retention schedules.

10.4. DHS-DFCS is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (hereinafter referred to as 'HIPAA'), to obtain satisfactory assurances that its Business Associates will provide appropriate safeguards to ensure the security, confidentiality and integrity of PHI that a Business Associate may receive or create on behalf of DHS-DFCS pursuant to this Agreement, and to document those assurances by entering into a Business Associate Agreement with certain entities that provide activities and/or services involving the use of PHI.

10.5. The Home Water Supplier who utilizes, accesses, or stores personally identifiable information as part of the performance of this Agreement are required to safeguard this information and immediately notify DHS-DFCS of any breach or suspected breach in the security of such information. The Home Water Supplier shall allow DHS-DFCS to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.

11. NOTICE

11.1. All notices, requests, or other communications (excluding invoices) under this Agreement shall be in writing and either transmitted via overnight courier, electronic mail, hand deliver or certified or registered mail, postage prepaid and return receipt requested to the Parties at the following addresses. Notices will be deemed to have been given when received.

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

DHS-DFCS:

Project Leader

Cynthia Bryant, MPH
LIHEAP/CSBG/LIHWAP Unit Manager
2 Peachtree Street
Suite 21-253
Atlanta, GA 30303
(404) 463-1679
Cynthia.Bryant@dhs.ga.gov

Contracts Administrator

Contracts Manager
Office of Procurement, Contracts and Vendor Management
2 Peachtree Street, NW
Suite 27-214
Atlanta, Georgia 30303
(404) 656-4861
(770) 359-3276 (fax)

Home Water Supplier

Refer to Attachment C for the Home Water Supplier's contact information.

11.2. In the event a Party decides to identify a new or additional point-of-contact, said Party shall send written notification to the other Party identifying, the name, title, and address of the new point-of-contact. Identification of a new point-of-contact is not considered an amendment to this Agreement.

12. AMENDMENTS IN WRITING

12.1. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no amendment, modification or alteration of this Agreement will be valid or effective unless such modification is made in writing and signed by both Parties and affixed to this Agreement as an amendment. Except for the specific provisions of the Agreement which are amended, the Agreement remains in full force and effect after such amendment.

13. COMPLIANCE WITH APPLICABLE LAWS

13.1. The Parties agree to comply and abide by all federal and state laws, rules, statutes, case law, precedent, policies, or procedures that may govern the Agreement, or any of the Parties' responsibilities. To the extent that applicable federal and state laws, rules, regulations, statutes, case law, precedent, policies, or procedures - either those in effect at the time of the execution of this Agreement, or those which become effective or are amended during the life of the Agreement - require a Party to take action or inaction, any costs, expenses, or fees associated with that action or inaction shall be borne and paid by said Party.

14. ASSIGNMENT

14.1. No Party may assign this Agreement, in whole or in part, without prior written consent of the other Party, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect. If requested by DHS-DFCS, the Home Water Supplier shall furnish DHS-DFCS the names, qualifications, and experience of their proposed subcontractors. The Home Water Supplier shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Agreement.

15. DISPUTE RESOLUTION

15.1. The Parties shall cooperate with each other in good faith and agree to amicably settle any differences expediently through negotiations. Outstanding issues shall be resolved between departmental unit management as appropriate. If no resolution can be reached at the appropriate unit level, the issue will be escalated to upper/ senior management for resolution. If no resolution can be reached at the upper/senior management level, the issue will be escalated to the commissioner level for resolution.

16. MISCELLANEOUS PROVISIONS

16.1. Audits. The Parties may audit the performance of this Agreement following reasonable notice to the other. The Parties agree to cooperate with such audit and to furnish any and all records and information reasonable requested by the other.

16.2. Boycott of Israel. Home Water Supplier certifies that Contractor is not currently engaged in and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

16.3. Governing Law. This Contract and the rights and obligations of the Parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.

16.4. Legislation. Each Party shall promptly notify the other Party of proposed legislation which may affect the subject matter of this Agreement.

16.5. Parties Bound. This Agreement is binding upon all employees, agents and third-party vendors of Home Water Supplier and DHS-DFCS and will bind the respective heirs, executors, administrators, legal representatives, successors and assigns of each Party.

17. WAIVER AND SEVERABILITY

17.1. No failure or delay in exercising or enforcing any right or remedy hereunder by a Party shall constitute a waiver of any other right or remedy, or future exercise thereof. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent deemed to be omitted, and the balance of the Agreement shall remain enforceable.

18. COUNTERPARTS/ELECTRONIC SIGNATURES

18.1. This Contract may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Any signature below that is transmitted by facsimile or other electronic means shall be binding and effective as the original.

19. ENTIRE AGREEMENT

19.1. This Agreement together with attachments or exhibits, which are incorporated by reference, constitutes the complete agreement and understanding between the Parties with respect to the subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written.

20. NONDISCRIMINATION

20.1. The Home Water Supplier shall not discriminate against any household because of race, religion, color, sex, national origin, age, disability, political beliefs, sexual orientation, gender identity, or any other basis prohibited by state law relating to discrimination. Additionally, the Home Water Supplier shall not discriminate against a LIHWAP eligible household with respect to terms, deferred payment plans, credit, conditions of sale, or discounts offered to other customers.

21. FRAUD

21.1. The Home Water Supplier will be permanently disqualified from participating in the LIHWAP upon the first finding of LIHWAP fraud. Fraud includes, but is not limited to, intentionally providing false information to DHS-DFCS or knowingly allowing others to do so; intentional failure to notify the DHS-DFCS of a change in circumstances that affects payments received by the Home Water Supplier; intentionally accepting payments that the Home Water Supplier knows, or by reasonable diligence would know, the Home Water Supplier is not entitled to by virtue of an overpayment or otherwise; or intentionally making a claim for a payment to which the Home Water Supplier is not entitled pursuant to the terms of this Agreement and all applicable rules, regulations, laws and statutes. Repayment must be made unless contrary to a court order.

21.2. For overpayments received by the Home Water Supplier that are not the result of intent to defraud, the Home Water Supplier shall be required to repay the full amount to the Community Action Agency.

(SIGNATURES ON FOLLOWING PAGE)

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Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Agreement and the undersigned duly authorized officers or agents of each Party have hereunto affixed their signatures on the day and year indicated below.

**GEORGIA DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY AND
CHILDREN SERVICES**

Chris Hempfling, Deputy Division Director &
General Counsel, DFCS

Date

[Name of Home Water Supplier]

[Name of signatory], [Title]

Date

ATTACHMENT A



ADMINISTRATION FOR
CHILDREN & FAMILIES

330 C Street, S.W., Washington, DC 20201 | www.acf.hhs.gov

SUPPLEMENTAL TERMS and CONDITIONS

The **General Terms and Conditions** apply to all mandatory grant programs. These Supplemental Terms and Conditions are additional requirements applicable to the program named below.

By acceptance of awards for this program, the grantee agrees to comply with the requirements included in both the General and Supplemental Terms and Conditions for this program.

Office of Community Services (OCS)

LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)

Assistance Listing No. 93.568(B) (with modifications based on P.L. 116-260)

APPLICABLE LEGISLATION, STATUTE, REGULATIONS

1. The administration of this program is authorized under Section 533 Title V of Division H of the Consolidated Appropriations Act, 2021, Public Law No: 116-260. Consistent with legislative instructions, program requirements use existing processes, procedures, and policies currently in place to provide assistance to low-income households. In particular, OCS has closely modeled the Low Income Household Water Assistance Program's (LIHWAP) terms and conditions on assurances and requirements outlined in the Low Income Household Energy Assistance Act, 42 U.S.C. 8621 *et seq.*
2. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards is located under [45 CFR Part 75](#). In accordance with 45 CFR 75.101 applicability, this program must comply with 45 CFR Part 75 in its entirety. No exceptions have been identified.
3. Additional applicable regulations and requirements can be found in the [General Terms and Conditions for Mandatory: Formula, Block and Entitlement Grants](#).

COST SHARING OR MATCHING (NON-FEDERAL SHARE) OF PROGRAM FUNDING

4. The federal financial participation rate (FFP) is 100 percent for this program. The federal award provides funds for 100 percent of allowable, legitimate program costs.
5. There is no non-federal cost share/matching required for this program. Program funds for this program are awarded with a 100 percent FFP rate for program costs.

FINANCIAL REPORTING AND REQUIREMENTS

6. The OMB approved Financial Reporting form for this program is the SF-425 Federal Financial Report [SF-425 Federal Financial Report](#). Grantees must track and report on LIHWAP funds separately from appropriated LIHEAP funds.

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

- a. This report is submitted annually and must be submitted no later than December 30, which is 90 days following the end of each federal fiscal year (FFY).
 - b. A first interim report is due 90 days following the end of FFY 2021.
 - c. A second interim report interim report is due 90 days following the end of FFY 2022.
 - d. A final report (cumulative, covering the entire project period) is due 3 months following the end of FFY 2023.
7. **Project Period.** The project period for this award is synonymous with the obligation period, as follows: from the date of the award through the end of FFY 2023 (September 30, 2023). Any federal funds not obligated by the end of the obligation period will be recouped by this Department.
8. **Liquidation Deadline.** All obligated federal funds awarded under this grant must be liquidated no later than 3 months after the end of the project period (i.e., December 31, 2023). Any funds from this award not liquidated by this date will be recouped by this Department.
9. The following are the grant/fiscal requirements based on modifications of existing LIHEAP policies and requirements:
 - a. The grantees may use up to 15 percent of grant funds for planning and administering the funds under this award. The grantee will pay from non-federal sources the remaining costs of planning and administering the program under this award and will not use federal funds for such remaining cost. Administrative costs of the owners or operators of public water systems or treatment works that may be charged to this award, if any, are subject to this limitation and must be included together with the grantee's costs of planning and administration when calculating compliance.
 - b. The grantee will ensure that fiscal control and fund accounting procedures will be established as may be necessary to assure the proper disbursement of and accounting for federal funds paid to the state under this award, including procedures for monitoring the assistance provided under this award, and provide that the grantee will comply with the provisions of chapter 75 of title 31, United States Code (commonly known as the "[Single Audit Act](#)").
 - c. The grantee may expend funds for immediate expenses necessary for planning and administering the use of funds upon receipt of the award. However, prior to the expenditure of grant funds for any payments to owners or operators of public water systems or treatment works on behalf of low-income households, the grantee must submit an implementation plan for OCS review and acceptance in a format provided by OCS that will (a) include the eligibility requirements to be used by the state for each type of assistance to be provided under this grant, (2) describe the benefit levels to be used by the state, territory, or tribe for LIHWAP assistance, (3) describe any steps that will be taken to target assistance to households with high home water burdens, and (4) provide a plan of administration including a plan of oversight and monitoring of any subrecipient organizations comparable to the processes and procedures for comparable grant programs. Not later than May 30, 2021, OCS will make available a Model State and Tribal Implementation Plan format to be used in developing and submitting the implementation plan for review.

PROGRAM REPORTING AND REQUIREMENTS

10. Grantees must track and report on LIHWAP program activities under this award separately from LIHEAP. The grantee must report annually on the following data elements, using an OMB-approved reporting format to be provided by OCS:
 - a. the amount, cost, and type of water assistance provided for households eligible for assistance under this award;
 - b. the type of water assistance used by various income groups;

Low Income Household Water Assistance Program (LIHWAP)
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- c. the number and income levels of households assisted by this award;
- d. the number of households that received such assistance and include one or more individuals who are 60 years or older, include a household member with a disability, or include young children (ages 5 and younger);
- e. the impact of each grantee's LIHWAP program on recipient and eligible households (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff); and
- f. administrative information regarding local providers (if applicable), agreements with water utilities, recommendations, accomplishments, unmet needs and lessons learned.

11. The following are the program requirements, consistent with instructions in [P.L. 116-260, Section 533](#) and consistent with existing program requirements for Low-Income Home Energy Assistance Program (LIHEAP) and other closely related programs:

- a. Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the coronavirus, with the public health focus of ensuring that low-income households have access to safe and clean drinking water and wastewater services.
- b. Funds will be used to provide assistance to low-income households—particularly those with the lowest incomes—that pay a high proportion of household income for drinking water and wastewater services. Assistance to households will be accomplished by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services. Grantees may use LIHWAP funding to cover arrearages arising at any time, including prior to this award.
- c. Grantees shall, in carrying out programs funded with this grant, as appropriate and to the extent practicable, use existing processes, procedures, policies, and systems in place to provide assistance to low-income households, including by using existing programs and program announcements, application and approval processes.
 - i. Grant resources may be used to make payments only with respect to households in which one or more individuals are receiving the following:
 - 1. assistance under the State program funded under part A of title IV of the Social Security Act;
 - 2. supplemental security income payments under title XVI of the Social Security Act;
 - 3. food stamps under the Food Stamp Act of 1977;
 - 4. payments under section 415, 521, 541, or 542 of title 38, United States Code, or under section 306 of the Veterans' and Survivors' Pension Improvement Act of 1978; or
 - 5. payments under the Low Income Home Energy Assistance Program (LIHEAP);

or

- ii. households with incomes that do not exceed the greater of the following:
 - 1. an amount equal to 150 percent of the poverty level for such state; or
 - 2. an amount equal to 60 percent of the state median income;
 - 3. except that a state, territory, or tribe may not exclude a household from eligibility in a fiscal year solely on the basis of household income if such income is less than 110 percent of the poverty level for the state; but, the state, territory, or tribe may give priority to those households with the highest home water costs or needs in relation to household income.
- d. The grantee will establish criteria and procedures for determining income eligibility comparable to established procedures and requirements for LIHEAP. The grantee will conduct outreach activities designed to ensure that eligible households, especially those with the lowest incomes,

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

that pay a high proportion of household income for drinking water and wastewater services, are made aware of the assistance available under this title and any similar assistance available under the Community Services Block Grant program or through other emergency relief such as the [Pandemic Emergency Assistance Fund](#) and the U.S. Department of Treasury's [Emergency Rental Assistance Program](#).

- e. The grantee will coordinate its activities under this title with similar and related programs administered by the Federal Government and such state, territory, or tribe, particularly low-income utility support programs such as LIHEAP, the Community Services Block Grant (CSBG), Supplemental Security Income (SSI), Temporary Assistance for Needy Families (TANF), the Social Service Block Grant, and the [Emergency Rental Assistance Program](#).
- f. The grantee will provide, in a timely manner, that the highest level of assistance will be furnished to those households that have the lowest incomes and the highest water costs or needs in relation to income, taking into account family size, except that the state, territory, or tribe may not differentiate in implementing this section between the households described in condition 11(c)(i) and 11(c)(ii) (above).
- g. The grantee will establish policies, procedures, and benefit levels on behalf of households that prioritize continuity of water services, including prevention of disconnection and restoration water services to households for which water services were previously disconnected.
- h. The grantee will provide funds to owners or operators of public water systems or treatment works ("owners or operators") to reduce arrearages of and rates charged to eligible households for such services. For all payments to owners or operators on behalf of individual households, the grantee must establish procedures to:
 - i. notify, or require the owner or operator to notify, each participating household of the amount of assistance paid on its behalf;
 - ii. ensure that the owner or operator will charge the eligible household, in the normal billing process, the difference between the actual amount due and the amount of the payment made by the LIHWAP grant;
 - iii. ensure that any agreement the grantee enters into with an owner or operator under this paragraph will contain provisions to ensure that no household receiving assistance under this grant will be treated adversely because of such assistance under applicable provisions of state, territorial or tribal law or public regulatory requirements;
 - iv. ensure that the provision of payments to the owner or operator remains at the option of the grantee, in consultation with local subgrantees; and
 - v. ensure that the owner or operator provides written reconciliation and confirmation on a regular basis that benefits have been credited appropriately to households and their services have been restored on a timely basis or disconnection status has been removed if applicable.
- i. The amount of any home water assistance benefits provided under this program for the benefit of an eligible household shall not be considered income or resources of such household (or any member thereof) for any purpose under any State, Territorial, or Tribal law, including any law relating to taxation, public assistance, or welfare programs.
- j. The grantee will not exclude income-eligible households (described above in condition 11(c)(ii)) from receiving home water assistance benefits.
- k. The grantee will establish procedures to treat owners and renters equitably under the program assistance provided with these grant resources.

Low Income Household Water Assistance Program (LIHWAP)
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- l. The grantee will provide for timely and meaningful public participation in the development of a state, territory or tribe's LIHWAP implementation plan, such as publication and acceptance of comments via the grantee's website.
- m. The grantee will provide an opportunity for a fair administrative hearing to individuals whose claims for assistance under a LIHWAP plan are denied or are not acted upon with reasonable promptness. Administrative hearing opportunities will be comparable to and may utilize existing processes, procedures, and systems currently in place for the state, territory, or tribe's Low Income Home Energy Assistance grant.
- n. The grantee will be responsible for planning and prioritizing funds for households in communities throughout the state with the exception of households within tribal jurisdictions for which OCS has reserved a portion of LIHWAP funds. If the governing organization of any eligible tribal government or organization located within the state declines or is not able to successfully apply for available LIHWAP funds, the state grantee will then be responsible for including eligible households within the tribe's jurisdiction in its outreach and service coverage.
- o. LIHWAP grant funds may not be used by the grantee, or by any other person with which the grantee makes arrangements to carry out the purposes of this grant, for the purchase or improvement of land or the purchase, construction, or permanent improvement of any building or other facility.
- p. The grantee will permit and cooperate with federal investigations undertaken in accordance with the following procedures:
 - i. OCS shall, after adequate notice and an opportunity for a hearing conducted within the affected state, territory, or tribe, withhold funds from any grantee that does not utilize its allotment substantially in accordance with the terms and conditions.
 - ii. OCS shall review and respond in writing in no more than 60 days to matters raised in complaints of a substantial or serious nature that a grantee (or any person with which the grantee makes arrangements to carry out the purposes of the grant) has failed to use funds in accordance with these terms and conditions. Any violation of any one of the terms and conditions that constitutes a disregard of such assurance shall be considered a serious complaint.
 - iii. If OCS determines that there is a pattern of complaints from any state, territory, or tribe during the grant period, OCS shall conduct an investigation of the use of funds received under this award by the grantee in order to ensure compliance with terms and conditions.
 - iv. The HHS Office of the Inspector General (OIG) may conduct an investigation of the use of funds received under this title by a state, territory, or tribe in order to ensure compliance with the provisions of this title.
 - v. In the event of an investigation conducted by OCS, OIG, or another federal entity designated by OCS, the grantee shall make appropriate books, documents, papers, and records available to the Secretary or the Comptroller General of the United States, or any of their duly authorized representatives, for examination, copying, or mechanical reproduction on or off the premises of the appropriate entity upon a reasonable request thereof.
 - vi. In conducting any investigation under the procedures described above, OCS will not request any information not readily available to such state, territory, or tribe, or require that any information be compiled, collected, or transmitted in any new form not already available.

REAL PROPERTY REPORTING

12. Real Property Reports (SF-429s). The SF-429 Real Property forms are not applicable to this program. Purchase, construction, and major renovation are not an allowable activity or expenditure under this grant.

EFFECTIVE PERIOD

13. These program-specific Supplemental Terms and Conditions are effective on the date shown at the bottom of the pages of this document and will remain in effect until updated. They will be updated and reissued only as needed whenever a new program-specific statute, regulation, or other requirement is enacted or whenever any of the applicable existing federal statutes, regulations, policies, procedures, or restrictions are amended, revised, altered, or repealed.

Signature of Governor's Authorized Official

Name of State/Territory: Georgia

LIHWAP State/Territory Lead Agency: Georgia Division of Family and Children Services

I certify that the LIHWAP State/Territory Lead Agency has reviewed and will abide by the conditions outlined above.

Tom C.
x Rawlings

Digitally signed by Tom C. Rawlings
DN: cn=Tom C. Rawlings, o=Georgia
Division of Family and Children
Services, ou=Director,
email=tom.rawlings@dhs.ga.gov, c=US
Date: 2021.04.27 11:00:54 -0400

Governor's Authorized Official

ATTACHMENT B

RESPONSIBILITIES OF THE COMMUNITY ACTION AGENCY

- a. Based on established criteria, determine household eligibility for LIHWAP based on the State's approved Grantee State Plan in a timely manner.
- a. Accept and process referrals from the Home Water Supplier for LIHWAP
- b. Provide payment to the Home Water Supplier after a household has been determined eligible for services rendered pursuant to this Agreement,
- c. Batch payments based on Home Water Supplier and application completion date. Home Water Supplier will receive paper checks with a report featuring Applicant Name, last four digits of the Social Security Number, Account Address, Account Number, Account Name, and Approved Benefit Amount from the administering Community Action Agency.
- d. To secure from each eligible household, as a part of their application for assistance, a written authorization for the release of information concerning the eligible household's account with the Home Water Supplier. The Community Action Agency represents and warrants to the Home Water Supplier that it has obtained an Authorization for Release of General and/or Confidential Information from account holders (or individuals authorized to act on behalf of such account holders) applying for assistance under LIHWAP. The Release authorizes any utility service provider, including the Home Water Supplier that participates in LIHWAP to provide to the Community Action Agency personal and/or confidential customer-specific information which may include, without limitation, utility account identification information such as names, addresses, social security numbers, and account numbers; utility account payment history and other account information such as account status, utility charges, payment history, past due amounts, pending deposits, current shut-off due dates or disconnection, current life support status (if applicable) payment arrangements, and history of energy assistance payments; general energy usage data such as energy consumption and amounts and costs of fuel used for up to twenty- four months (at no greater level of detail than monthly totals); and such other data as the Community Action Agency, and/or the State of Georgia determine is reasonably necessary. Accordingly, the Community Action Agency (1) shall notify the Home Water Supplier if any eligible household under LIHWAP at any time declines to authorize the Home Water Supplier to disclose such information to the

Community Action Agency or retracts or withdraws such authorization; (2) shall remove, redact, and destroy any information received from the Home Water Supplier for which the Community Action Agency has not received a Release or for which such authorization has been retracted or withdrawn; and (3) hereby indemnifies the Home Water Supplier from any and all losses, costs, damages or expenses incurred by the Home Water Supplier (including, but not limited to, reasonable attorneys' fees actually incurred) resulting from any claim, cause of action, or enforcement action arising from any information provided to the Community Action Agency, and/or in connection with the Home Water Supplier's participation in LIHWAP. This indemnity shall survive the expiration, cancellation, revocation, or termination of the Original Agreement, as amended herein.

- e. Notwithstanding the foregoing, the DHS-DFCS do not indemnify and/or hold harmless neither the Home Water Supplier nor the Community Action Agency. Further, all Party(ies) to this Agreement hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), the Department of Administrative Services (DOAS), their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, losses, costs, or expenses and attorneys' fees caused by, growing out of, or otherwise happening in connection with this Agreement due to any act or omission on the part of the Home Water Supplier, its agents, employees, subcontractors, or others working at the direction of the Home Water Supplier, or on the Home Water Supplier's behalf, due to the application or violation of any pertinent federal, state or local law, rule or regulation, or due to any breach of this Agreement by the Home Water Supplier (collectively, the "indemnity Claims"). This indemnification extends to the successors and assigns of the Home Water Supplier, and this indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Home Water Supplier. The Home Water Supplier shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.
- f. Be responsible for planning and prioritizing funds for households in communities throughout their serving area with the exception of households within tribal jurisdictions for which OCS has reserved a portion of LIHWAP funds.

Water Utility Information Form

ATTACHMENT C

Company Name:	Doing Business As (DBA), if applicable:
Home Water Supplier's Legal Name (as used on Federal Tax Return for Business):	Company Owner Name:
Type of Entity: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Government Entity <input type="checkbox"/> Trust <input type="checkbox"/> Estate Utility: <input type="checkbox"/> Investor Owned <input type="checkbox"/> Municipal <input type="checkbox"/> Cooperative <input type="checkbox"/> Limited Liability Company (LLC) Is the LLC incorporated? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Single Member or <input type="checkbox"/> Multiple Member	Taxpayer Identification (ID) Number: <input type="checkbox"/> Social Security Number (SSN) <input type="checkbox"/> Employer Identification Number (FEIN) <input type="checkbox"/> Individual Taxpayer Identification Number (ITIN)
Program Primary Contact Name/Title:	Primary Contact Telephone Number:
Primary Contact Email Address:	Mailing Address for Payments:
Office Physical Address:	Office Fax Number:
Contact Name/Title Regarding Payments:	Telephone Number Regarding Payments:
Mailing Address for Payments:	Email Address Regarding Payments:
SERVICES PROVIDED AND BILLED BY HOME WATER SUPPLIER	
<input type="checkbox"/> Water Fees <input type="checkbox"/> Wastewater/Sewer Fees <input type="checkbox"/> Other _____ <input type="checkbox"/> Stormwater Fees <input type="checkbox"/> Groundwater Fees	

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

HIGHLIGHT EACH COUNTY SERVED BY THIS COMPANY

_____ STATEWIDE (check if you serve the entire state)

_____ 001 Appling	_____ 041 Dade	_____ 081 Jefferson	_____ 121 Richmond
_____ 002 Atkinson	_____ 042 Dawson	_____ 082 Jenkins	_____ 122 Rockdale
_____ 003 Bacon	_____ 043 Decatur	_____ 083 Johnson	_____ 123 Schley
_____ 004 Baker	_____ 044 DeKalb	_____ 084 Jones	_____ 124 Screven
_____ 005 Baldwin	_____ 045 Dodge	_____ 085 Lamar	_____ 125 Seminole
_____ 006 Banks	_____ 046 Dooly	_____ 086 Lanier	_____ 126 Spalding
_____ 007 Barrow	_____ 047 Dougherty	_____ 087 Laurens	_____ 127 Stephens
_____ 008 Bartow	_____ 048 Douglas	_____ 088 Lee	_____ 128 Stewart
_____ 009 Ben Hill	_____ 049 Early	_____ 089 Liberty	_____ 129 Sumter
_____ 010 Berrien	_____ 050 Echols	_____ 090 Lincoln	_____ 130 Talbot
_____ 011 Bibb	_____ 051 Effingham	_____ 091 Long	_____ 131 Taliaferro
_____ 012 Bleckley	_____ 052 Elbert	_____ 092 Lowndes	_____ 132 Tattnall
_____ 013 Brantley	_____ 053 Emanuel	_____ 093 Lumpkin	_____ 133 Taylor
_____ 014 Brooks	_____ 054 Evans	_____ 094 Macon	_____ 134 Telfair
_____ 015 Bryan	_____ 055 Fannin	_____ 095 Madison	_____ 135 Terrell
_____ 016 Bulloch	_____ 056 Fayette	_____ 096 Marion	_____ 136 Thomas
_____ 017 Burke	_____ 057 Floyd	_____ 097 McDuffie	_____ 137 Tift
_____ 018 Butts	_____ 058 Forsyth	_____ 098 McIntosh	_____ 138 Toombs
_____ 019 Calhoun	_____ 059 Franklin	_____ 099 Meriwether	_____ 139 Towns
_____ 020 Camden	_____ 060 Fulton	_____ 100 Miller	_____ 140 Treutlen
_____ 021 Candler	_____ 061 Gilmer	_____ 101 Mitchell	_____ 141 Troup
_____ 022 Carroll	_____ 062 Glascock	_____ 102 Monroe	_____ 142 Turner
_____ 023 Catoosa	_____ 063 Glynn	_____ 103 Montgomery	_____ 143 Twiggs
_____ 024 Charlton	_____ 064 Gordon	_____ 104 Morgan	_____ 144 Union
_____ 025 Chatham	_____ 065 Grady	_____ 105 Murray	_____ 145 Upson
_____ 026 Chattahoochee	_____ 066 Greene	_____ 106 Muscogee	_____ 146 Walker
_____ 027 Chattooga	_____ 067 Gwinnett	_____ 107 Newton	_____ 147 Walton
_____ 028 Cherokee	_____ 068 Habersham	_____ 108 Oconee	_____ 148 Ware
_____ 029 Clarke	_____ 069 Hall	_____ 109 Oglethorpe	_____ 149 Warren
_____ 030 Clay	_____ 070 Hancock	_____ 110 Paulding	_____ 150 Washington
_____ 031 Clayton	_____ 071 Haralson	_____ 111 Peach	_____ 151 Wayne
_____ 032 Clinch	_____ 072 Harris	_____ 112 Pickens	_____ 152 Webster
_____ 033 Cobb	_____ 073 Hart	_____ 113 Pierce	_____ 153 Wheeler
_____ 034 Coffee	_____ 074 Heard	_____ 114 Pike	_____ 154 White
_____ 035 Colquitt	_____ 075 Henry	_____ 115 Polk	_____ 155 Whitfield
_____ 036 Columbia	_____ 076 Houston	_____ 116 Pulaski	_____ 156 Wilcox
_____ 037 Cook	_____ 077 Irwin	_____ 117 Putnam	_____ 157 Wilkes
_____ 038 Coweta	_____ 078 Jackson	_____ 118 Quitman	_____ 158 Wilkinson
_____ 039 Crawford	_____ 079 Jasper	_____ 119 Rabun	_____ 159 Worth
_____ 040 Crisp	_____ 080 Jeff Davis	_____ 120 Randolph	

Failure to identify all counties served may result in the denial of benefits for households.