

BOARD OF COUNTY COMMISSIONERS

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



FAYETTE COUNTY, GEORGIA

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

140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

MINUTES

November 12, 2015
7:00 p.m.

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

Call to Order

Chairman Oddo called the November 12, 2015 Board of Commissioners meeting to order at 7:03 p.m.

Invocation by Commissioner David Barlow

Commissioner Barlow asked each of the veterans in the audience to stand and be recognized. He then recited the Lord's Prayer as the Invocation.

Pledge of Allegiance

Commissioner Barlow led the Board and audience in the Pledge of Allegiance.

Acceptance of Agenda

Commissioner Barlow moved to accept the Agenda. Commissioner Ognio seconded the motion. No discussion followed. The motion passed 5-0.

PROCLAMATION/RECOGNITION:

1. Recognition of the winners of the Sixth Annual Pumpkin Carving Contest.

Commissioner Brown and Mrs. Vicki Turner, representing the Public Art Committee, Mr. Blaze Shermom of Saville Studios, and the Board recognized the winners of the Sixth Annual Pumpkin Carving Contest. A copy of the request, identified as "Attachment 1," follows these minutes and is made an official part hereof.

2. Recognition of Coach Cepada Cloud of Whitewater High School, Girl Scout Troop #15017, and Blaze Shermom for placing first, second and third place, respectively, and recognition of the Honorable Mention winners in the Fayette County Scarecrow Contest.

Commissioner Brown and the Board recognized the winners of the Fayette County Scarecrow Contest. A copy of the request, identified as "Attachment 2," follows these minutes and is made an official part hereof.

3. Recognition of Lina Martin for the Arts Civic Award, Lori Thomas for the Arts Educator Award, and Kathleen Senger for the Performing Arts Award.

Commissioner Barlow recognized Ms. Kathleen Senger for winning the Performing Arts Award. Commissioner Rousseau recognized Ms. Lina Martin for winning the Arts Civic Award. Commissioner Brown recognized Ms. Lori Thomas for winning the Arts Educator Award. The Board collectively recognized each winner. A copy of the request, identified as "Attachment 3," follows these minutes and is made an official part hereof.

4. Recognition of the Extension Office's newest graduates of the Wildlife Gardener Program.

County Extension Agent Kim Toal and the Board recognized the newest graduates of the Wildlife Gardener Program. A copy of the request, identified as "Attachment 4," follows these minutes and is made an official part hereof.

5. Recognition of winning second place at the State Wildlife Judging Competition by the Fayette County 4H Wildlife Judging Team.

4H Agent April McDaniel and the Board recognized the second place winners of the State Wildlife Judging Competition. A copy of the request, identified as "Attachment 5," follows these minutes and is made an official part hereof.

PUBLIC HEARING:

There were no items of Public Hearing on the Agenda.

CONSENT AGENDA:

Commissioner Ognio moved to approve the Consent Agenda. Commissioner Brown seconded the motion. No discussion followed. The motion passed 5-0.

6. Approval of staff's recommendation to enter into a three year contract with Georgia Administrative Services to serve as third party workers compensation administrator for the County with said contract becoming effective on January 1, 2016 in an annual amount of \$15,000.00, to authorize \$1,500.00 for a one-time data conversion fee, and to authorize the Chairman to sign all necessary documents. Copies of the request and contract, identified as "Attachment 6," follows these minutes and is made an official part hereof.

7. Approval of staff's recommendation to add River Park Phase 1B subdivision to Fayette County's Street Light Program. A copy of the request, identified as "Attachment 7," follows these minutes and is made an official part hereof.

8. Approval of the disposition of tax refunds, in the aggregate amount of \$1,595.53, as recommended by the Tax Assessor's Office. A copy of the request, identified as "Attachment 8," follows these minutes and is made an official part hereof.

9. Approval of a recommendation from the Selection Committee, comprised of Commissioners David Barlow and Steve Brown, to appoint Charles McCollum to the Fayette County Recreation Commission for a four-year term beginning August 31, 2015 and expiring September 1, 2019. A copy of the request, identified as "Attachment 9," follows these minutes and is made an official part hereof.

10. Approval of the October 22, 2015 Board of Commissioners Meeting Minutes.

OLD BUSINESS:

There were no items of Old Business on the Agenda.

NEW BUSINESS:

11. Consideration of Chairman Oddo's recommendation to adopt a Water Franchise Agreement between Fayette County and the City of Peachtree City.

Chairman Oddo asked County Administrator Steve Rapson to brief Board on the recommendation. Mr. Rapson provided a 25-minute PowerPoint presentation on the Water Franchise Agreement. The presentation focused on a historical overview, a work timeline, the present problem with the spillway, the process on how the recommended agreement was negotiated, and highlights of the recommended agreement. It was pointed out that the recommended agreement was based off the 1966 agreement and six existing amendments. During the presentation, it was also pointed out that the recommended agreement did not pertain to the "lagoon" located directly north of Lake Peachtree across from State Route 54.

Chairman Oddo opened the floor to public discussion on this item.

Terry Williamson: Mr. Williamson commended Mr. Rapson and all those who worked on the recommended Water Franchise Agreement. He then spoke about specific portions of the recommended Water Franchise Agreement, namely, Sections 2.5, 2.7, and 2.8 and he asked for clarity on those sections. He said he reviewed the 2014 Fayette County Comprehensive Water Report, made some findings and then asked the following questions:

- a) Does Fayette County really need water from Lake Peachtree?
- b) How many customers are supported by the Fayette County Water System and what is the distribution of customers who live in unincorporated Fayette County, the City of Fayetteville, and the City of Peachtree City?
- c) What is the basis of the 50-50 split of expenses between Fayette County and Peachtree City and why would the county contribute an additional \$1 million to the city's portion of the split?
- d) Why would Fayette County provide the City of Peachtree City with a non-refundable payment of \$2 million for construction of the new spillway and why would only \$1 million be returned to the county if the city does not build the spillway in the designated timeframe?
- e) Why did Fayette County cede all private-public access to Lake Peachtree, with the exception of water sourcing, when Fayette County's citizens appear to be providing the bulk of funds for the lake?

Mr. Rapson stated that with regard to Section 2.5 of the agreement, the County asked for access to the lake but was turned down by Peachtree City's leadership. He explained that the lake belongs to the City of Peachtree City so it is not a county reservoir and that the county's access to the lake as a water reservoir is based on the 1966 agreement. Mr. Rapson stated "Zone 1" as discussed in 2.7 is comprised of dredging areas 1, 2, and 3 as defined in the older agreements. He stated that Section 2.8 pertains to the City of Peachtree City taking ownership of all the liability for the spillway, dam, and associated structures.

Mr. Rapson stated that Fayette County has six water reservoirs, which includes Lake Peachtree, from which up to 34.5 million gallons of water can be withdrawn each day. He added that of the 34.5 million gallons per day that can be drawn, Lake Peachtree yields only 500,000 gallons per day (GPD). He reported that Fayette County utilizes between 9 and 10 million gallons of water per day meaning withdrawing 34.5 million per day would be excessive. He stated Fayette County does not need the 500,000 GPD from Lake Peachtree or capacity for water reserves; however, he added that typically counties and cities do not give up water permit GPD from reservoirs since once they are given up they are almost never returned. He clarified that while Lake Peachtree is not critical to Fayette County's need for water capacity it is something that is not normally given up either.

Mr. Rapson said he did not have the numbers of Water System customers with him. He said he had received an email from a citizen inquiring about how much water capacity was available to Peachtree City water customers with specific emphasis on how much did they use and what is the percentage of their revenue. He reported that the Peachtree City's consumption is

around 35% while its customer base is about 37%. Mr. Rapson explained that Peachtree City, like other municipalities, is densely populated; however, potable water is provided to the entire county and capacity perspective is based for the entire county. He explained that it is cheaper, on average, to provide water to citizens in Peachtree City since they live near a water treatment plant than it is to provide water to citizens in the Town of Brooks who live further away from a water treatment plant. He added that there is a fixed cost where about 12 to 14 million gallons of water per day are being treated even though the county only uses about 9 or 10 million gallons per day, and that fixed cost applies regardless where one is located in the county.

Mr. Rapson stated the 50-50 split mentioned in Section 2.7 goes back to the fact that Peachtree City owns the lake. He said the calculation was included so people who review the agreement in future years will understand the mechanism. He clarified that Peachtree City is paying 50% of the dredging expenses but that the county would offset the city's percentage with a \$1 million contribution as well as a \$2 million contribution for the spillway. He said the contributions were based on the resetting of all of the previous agreements, responsibilities, and liabilities. Mr. Rapson stated that if a dredging costs \$3 million, which is a low-cost estimation, and if the County is expected to perform at least two more dredgings by the year 2035 according to the old agreements, then the County is currently obligated to spend at least \$6 million for dredgings. He agreed that the County was going to give a \$2 million contribution, but it had also agreed to perform only one dredging in the year 2030. He said if the one dredging is \$3 million dollars and if the County provides a 50% split while providing a million dollars up front then that would mean he would write a \$2 million check for the spillway today and another \$2.5 million check for the dredging in the future. He explained that \$4.5 million is less than the currently obligated \$6 million dollars, providing a benefit to the citizens of Fayette County.

Mr. Rapson stated the \$2 million was being contributed since both the county and the city feel there is a significant operational improvement for the spillway. He stated that there was a study that showed if the dam breached it would affect one house with eight-inches of water, however, the concern from the mayor and council was if the dam breached it could be a life and safety issue if it flooded people on golf carts and bicycles and in the woods. He said there were a lot of nuances in the recommended agreement that was not in the previous agreements.

Mr. Williamson asked for clarity on whether or not Fayette County needs Lake Peachtree as a water source. Mr. Rapson replied that from a capacity perspective the County does not need Lake Peachtree; however, from an operational capacity the County does need Lake Peachtree. He explained that currently the only way the County can withdraw water from Lake Kedron is to have the recommended agreement for Lake Peachtree since all the water from Lake Kedron is flowing into Lake Peachtree. He said the 3.5 million that we are pulling from Lake Kedron is pulled from the intake facility which is located at the very end of Lake Peachtree by the dam. Mr. Rapson stated that irrespective of when he moves the intake facility to Lake Kedron there would still be an agreement for Lake Peachtree, but it would realign the County's permit with the Environmental Protection Division (EPD.)

Mr. Williamson asked if the intention was to move the intake facility to Lake Kedron and do away with withdrawing water from Lake Peachtree. Mr. Rapson replied that the decision would be up to the EPD and both the city's and county's leadership.

Pamela Kemp: Ms. Kemp asked if the "straw" (intake facility) was removed from Lake Peachtree and placed in Lake Kedron would the reverse be true and the additional 500,000 gallons per day could be withdrawn from Lake Kedron.

Mr. Rapson replied that the question would go to EPD but that the county was fairly confident the EPD would give the county the ability to withdraw 4.5 million gallons per day from Lake Kedron so long as the intake facility was at Lake Kedron.

Frank Gardner: Mr. Gardner asked if the financial obligations would be paid from the Water System or from the County's General Fund. Mr. Rapson replied that the funds would come from Fayette County's Water System. It was clarified that the Water System operates through an Enterprise Fund and that the obligations would be paid from the Renewal and Extension fund.

No other citizen commented on this recommendation.

Chairman Oddo moved to adopt the Water Franchise Agreement between Fayette County and the City of Peachtree City. Commissioner Barlow seconded the motion.

Commissioner Brown thanked Chairman Oddo for letting everyone speak. He said he did not favor either Peachtree City of Fayette County with this agreement, even though he lives in both jurisdictions, since he wanted to see a good agreement between both entities that he cares about and that are vital to the future success of every citizen of Fayette County. He said he was concerned whether the agreement was equitable and if the citizens could take pride in it. He acknowledged that agreements do not give everyone everything but he wanted to know if this was the best agreement possible. Commissioner Brown stated he was concerned with cost-benefit issues and he thought the agreement was misconstrued since the City of Peachtree City owns the lake and spillway. He stated that the other party, however, is not Fayette County but rather the water rate payers who also live in Peachtree City.

Chairman Brown noted that the 1966 agreement and its subsequent amendments were really bad and needed to be changed and he asked what was the rationale for switching all the duties. Mr. Rapson stated that the county took on the duty of the spillway since it has the manpower and expertise to manage the spillway since the City of Peachtree City does not have a Water System and has never managed one.

Commissioner Brown asked what was the County's engagement on the spillway and paying for the spillway. Mr. Rapson replied that the County was not actually paying for the spillway but was providing a \$2 million contribution. He explained that the spillway would cost more than \$2 million. He said the result would be a brand-new spillway that the county would operate and maintain for the city.

Commissioner Brown asked why Fayette County would put money into a piece of infrastructure that is owned by the city and is not owned by the Fayette County Water System. Commissioner Ognio replied that the agreement offsets the cost that the County is obligated to fund if it remains in the 1966 agreement and that the recommended agreement would make the agreement more equitable between the two parties. Mr. Rapson added that the spillway would be a benefit to the County since, given the recent heavy rain, Lake Peachtree is within ten inches of being full and going over the spillway. He said the ability to bring the water level down is based on a 36-inch pipe that has been wide open for over a week. He said the spillway would give the county the flexibility to better manage the lake for flood conditions. He explained that currently the county has a pretty creative solution to take 12-inch lines and run them over the spillway in order to "syphon" the lake, lowering the lake quicker.

Commissioner Brown stated that the Fayette County Water System does not need the Loghouse Well, and he asked if the water currently being withdrawn from the Loghouse Well was going to the Water System. Mr. Rapson replied that Fayette County has already closed all the wells that it had since well water is hard to treat and manage. He said Peachtree City decided it wanted ownership of Loghouse Well, meaning the city would take ownership of the EPD regulations associated with the well. He said the Water System would disconnect the well from its system but as long as the Loghouse Well is part of the Water System then the water needs to be treated at great expense. He explained that the agreement would be a win-win for both the county and the city.

Commissioner Brown asked Peachtree City's Interim Manager Jonathan Rorie if there was a plan from the city's perspective to disconnect the well from the intake system of the Water System and do something different. Mr. Rapson stated that the well would be disconnected from the Water System. Mr. Rorie added that the well water would be used for irrigation purposes, it would not enter into the Water System, and it would be used to spray on ballfields. Commissioner Brown asked if the city would create the infrastructure to route the well water to all parks and recreation facilities and Mr. Rorie replied that was the plan. Mr. Rorie clarified that the water would only be provided to one field and not throughout the city. Commissioner Brown asked if the city would be responsible for the water quality being sprayed on the field and Mr. Rorie replied that would be the city's responsibility.

Commissioner Brown referred to Section 2.2 saying some of the language was vague and he specifically referred to the sentence: "The City agrees to exercise its best efforts to take all reasonable measures which would result in a reduction of silt being introduced into the Lake." He said the language was added by the County but it does not give guarantee that anything would be done. He said there have been historic problems with bank and buffer management issues between Lake Kedron and Peachtree City. He asked for language to be included that defines what the management practices would be and list specific criteria for keeping silt levels down in the lake. He said specific language would help both parties since if there is a

plan to reduce siltation in the water then there could be a reduced need to dredge the lake. He asked Mr. Rapson if there would be specific language entered into the agreement on how to manage banks and buffers. Mr. Rapson replied that the county would refer to the Reservoir Management Program and that the changes would be included in that program since the program is part of the EPD requirements for managing a Water Drinking Reservoir System. Commissioner Brown replied that the language would reduce the need for dredging thereby saving money as part of the Board's fiduciary responsibility. Commissioner Ognio added that there was no wording like that in the original contract so the recommended agreement was much better. Commissioner Brown said he was hoping the renegotiated agreement would have clearly defined points and this was one of the points he wanted added since there was no incentive for the city to enforce the agreement. Mr. Rapson repeated that the agreement would be enforced through the Water Management Program and the EPD. County Attorney Dennis Davenport added that there was an indirect incentive since where the city currently pays nothing for the dredging it would have to pay 50% through the proposed agreement, meaning they have to take every measure possible to keep the silt at a minimum. Mr. Rapson stated there was a focus on the common dredging based on the bathymetric survey and he stated that the agreement allows for the city to dredge other parts of the lake that have nothing to do with common dredging, for example, the dredging of the Pinehurst boat dock. He said the city does have the ability to spend money, at full cost to the city, to pay for dredging other portions of the lake. Commissioner Brown stated there had been discussions about the lake banks where work needed to be more diligent in an effort to protect the water supply.

Commissioner Brown said Section 2.3 identified the reasonable "best effort" of Lake Peachtree to be 784.4 feet since that is the top of the spillway. Mr. Rapson replied that is the top of the spillway. Commissioner Brown asked what is the "best effort" water level for Lake Kedron and why is that information not in the agreement. He said there were a lot of homeowners who live on Lake Kedron who complain about swamps being left at Lake Kedron since it has to be drained so often in order to fill Lake Peachtree. He asked if a minimum water level should be established for those who live on Lake Kedron. Mr. Rapson stated that there is trust associated with the agreement between the city and county. He stated that the 1966 contract's intention was "we don't care if you drain Lake Kedron to the dirt just keep Lake Peachtree full." He said that language was not in the recommended agreement since it is not a reasonable approach.

Water System Director Lee Pope stated the Water System has installed United States Geological Survey (USGS) gauges to allow better management of Lake Kedron. He acknowledged that in the past Lake Kedron was drained to keep Lake Peachtree full, however, at the time the Water System was not gauging what was flowing into Lake Peachtree and therefore had no idea what was flowing over the spillway. He said there was no intended withdrawal from Lake Peachtree and the use of the lake would be minimized so there would be minimal need to use Lake Kedron to fill Lake Peachtree. He said the gauges are in place to better manage the lakes. He added that currently Lake Kedron is overflowing into Lake Peachtree and the Water System is trying to get the water out of Lake Peachtree so it can be dredged. Mr. Pope stated that the Water System identified that about 10 to 12 million gallons of water were being released per day which is about 9 to 10 Cubic Feet per Second Rates of Flow (CFS). He clarified that only one CFS is supposed to be released meaning ten to twelve times as much water had been released than should have been released. He said that practice has been stopped. He stated that now that the gauges are installed there would be better management of the lakes. Mr. Pope then explained how both lakes could be better managed. Mr. Pope also confirmed that Fayette County would not want to lose Lake Peachtree as a water reservoir.

Commissioner Brown stated that eventually the state and federal governments would require the overflow to go downstream and that the stream needed to be protected. He said the stream is protected by putting water into it but there was nothing in the agreement pertaining to the stream. He asked for language to be added clarifying how to maintain the stream while keeping the water levels up for Lake Peachtree. He was concerned that Lake Kedron could be drained out again irrespective of whether or not there was monitoring taking place. Mr. Pope replied that Lake Kedron is a 1 CFS which is less than one million gallons per day. He stated that the calculations shows that a small amount of water would be released from Lake Peachtree so there should not be a problem. He did not anticipate a problem meeting permits with either Lake Kedron or Lake Horton. Commissioner Brown replied that the responsible language in the agreement is coming up with a numerical value for Lakes Kedron and Peachtree and determining the balance for each lake. He said there needed to be a formula for the acceptable amount of water that is allowed for Lake Kedron since those property owners also pay for water and are citizens with the provision that there was going to be a lake there. He thought it was a miscalculation in the agreement. Mr. Rapson replied that the original agreement said Lake Peachtree had to be maintained at 1966 levels but there was no other standards given, but that the recommended agreement provides a standard and the term "best efforts" allows the county to use reasonable efforts to keep the level at 784.4 feet. Mr. Rapson stated if the "best efforts" language was not in the contract

then the 784.4 level would be an absolute level, but with the language staff would be able to use best efforts that include managing the flow from Lake Kedron to Lake Peachtree. He said both lakes would eventually have both bodies of water and when they have water the release of water from Lake Peachtree would be about 1/10th of what has been released in previous years so there should be no problem with streams or Lake Kedron. He added that the agreement allows for the lakes to be managed better than they have been for the past thirty years.

Commissioner Brown stated that every response he has received from staff is that the original 1966 agreement did not have language in it. He agreed that the 1966 agreement was a horrible agreement, but he said avoiding the issues in the new document does not make the new agreement better or right. He said he wanted to see the minimum water level for Lake Kedron provided in the agreement in order to avoid lawsuits. Mr. Davenport answered that the reason the answers keep referring to the 1966 agreement is because the alternative is to stay with the original language until 2034 or to put something together that is better for the county. He said the 1966 agreement and its amendments will be valid for another 19 years if nothing is done. He asked if it was better to continue for the next 19 years with better language by comparison to the 1966 agreement. He added that by definition the parties have to refer to the 1966 agreement as a gauge to determine if they are making improvements. Mr. Davenport emphasized that this agreement was not started from scratch since there is a relationship that will continue for another 19 years, so given the circumstances, the parties got together and agreed to live with the recommended agreement. He agreed that the proposed Water Franchise Agreement was not perfect but added it is much better than the 1966 agreement. He said the standard may not be good for some, but when there are positive results with both parties working together that is called a compromise and this is a good compromise. Commissioner Brown replied that that this meeting was in itself an effort to gain compromise between the parties.

Commissioner Barlow noticed that Peachtree City Councilman Eric Imker was in the audience. He said he reviewed Peachtree City's meeting where the agreement was voted on and he noted that Mr. Imker was clear that the agreement was the best one possible and that Mr. Imker voted in favor of the agreement. He said he listened to Mr. Imker since he thought if there was criticism of the contract it would come from Mr. Imker. He said Mr. Imker did criticize the contract but ultimately he voted in favor of the contract. He asked Mr. Imker if he had represented him properly and Mr. Imker replied that Commissioner Barlow had. Commissioner Barlow stated that the leadership of both the county and the city worked themselves to an agreement that both sides could live with and that the efforts took a long time. He then asked for a Chairman to call the vote.

Chairman Oddo stated that everyone needed to remember where the county would be without the recommended agreement and that it would be where it was ten months earlier, which was to arbitration and possibly to court. He said the parties had gotten past that point and while no one got everything they wanted it was better than what was previously had. He said the county was getting a good deal as well as was Peachtree City making it a good compromise. Commissioner Brown replied that the Board has a fiduciary responsibility to come up with the best agreement possible and he did not even have a copy of the agreement until it was on Peachtree City's Agenda and that he did not have Exhibits 1 or 2 until two days before Peachtree City voted on the agreement. He said he would have loved to have the discussion earlier. Chairman Oddo replied that Commissioner Brown did have the contract when it was provided to him on October 22, 2015. Commissioner Brown replied that the agreement was already on the City of Peachtree City's Agenda by October 22, 2015. He said it was the job of the Board to come up with the most logical and efficient win-win agreement for the parties.

Commissioner Brown referred to Sections 2.6 and 2.7 and he said he wanted to clarify that 50-50 split referred to in Section 2.6 was separate and apart from the 50-50 split referred to in Section 2.7. Mr. Rapson replied that Commissioner Brown was correct. Commissioner Brown said he wanted more clarification in the agreement that defines those splits as being separate. Mr. Rapson replied that was the reason the example was given in Section 2.7.

Commissioner Brown stated there was a dangerous precedent for spending money on the spillway and that he would rather pay for the dredgings than pay for another jurisdiction's infrastructure that neither Fayette County nor the Water System owns. He thought it was better to get out of the spillway altogether since the jurisdictions should not be paying for the others infrastructures. Mr. Rapson said that Commissioner Brown was seeing the end result of the negotiations. He said having a spillway creates a management tool for the county so it is not tied to buying an asset. He said the city is planning to do additional improvements to make the dam a Category I dam and the costs would be fully borne by the city. Commissioner Brown mentioned that the county was going to give the city \$2 million but if the city does not build the project the county only

gets one of the two million dollars back while leaving \$1 million on the table. He said he would rather see the \$2 million given at the completion of the project. Mr. Rapson said that option was on the table but it ultimately was agreed to as part of the balancing act between what is in the best interest of both Fayette County and the City of Peachtree City. Commissioner Brown stated the city could bond out the spillway project and the County could provide the city with the \$2 million after the project was complete.

Commissioner Brown asked who was responsible for the water quality of Lake Peachtree. Mr. Rapson stated it is only water quality if it is being treated through the Water System so any water the county withdraws from Lake Peachtree is the Water System's responsibility. Commissioner Brown asked, given a chemical imbalance in the lake, would the Water System be responsible for water quality or would the city since they own the lake. Mr. Rapson replied that Fayette County has other areas it can withdraw from and Lake Peachtree has not been utilized for drinking water for about two years so that would not be an issue that he is aware of. He said if there was an issue then the county would get with Peachtree City's leadership and work to resolve the issue. Commissioner Brown said the city allows people to swim in the lake. Mr. Rapson replied that the city makes its allowance based on EPD approval. He said should the intake system be removed from Lake Peachtree to Lake Kedron then Lake Peachtree would no longer be a water reservoir for Fayette County and it could be used as a recreational lake. He clarified that until that happens Lake Peachtree falls under the same Water Reservoir requirements. Commissioner Brown asked if the water quality decreases to the point of a threat then who would be responsible for fixing the water in Lake Peachtree. Mr. Pope stated that the Water System would treat the water to potable standards since that is what it is licensed to do. He said if a significant outbreak occurred then the County would pull from another reservoir and would not pull from a contaminated reservoir. Commissioner Brown stated that the agreement allows for the county to be responsible for the maintenance and operation of the spillway. Mr. Rapson said the reason for that responsibility was because the intake system is part of the Water System. Commissioner Brown said that language needed to be clearly defined. Mr. Pope replied that the wording is not required in the agreement since it is required by the permits and he said the Water System is required to monitor all the sources. Mr. Rapson added that there is shared responsibility with the lake to make sure it is properly maintained.

Commissioner Brown said he hoped the people on Lake Kedron would not get "shafted" for the next 19 years. Mr. Pope replied that he had met with the homeowners along Lake Kedron and he felt they would be satisfied.

Commissioner Ognio said when there is an agreement as bad as the 1966 agreement and the two sides come together there has to be a reason to make a new agreement. He thought there were issues in the new agreement that showed both sides conceded certain things and received certain things. He thought if this was a brand-new agreement he might feel differently but after considering there was a bad agreement with six amendments, this newly recommended agreement was a good agreement. He urged the Board to consider that everyone has to get something and he felt the agreement did that. He stated that some of the points Commissioner Brown made were discussed in the negotiations but there was no agreement. Commissioner Ognio added that the \$2 million contribution would benefit the Water System by having the spillway. He said even if the city did not build the spillway, the new agreement would still allow the county to save millions of dollars.

Commissioner Rousseau thanked staff and the Chairman and the participants who worked on the recommended agreement. He said he agreed with Commissioner Brown saying the Water System is an "us" system and not necessarily a Fayette County issue. He thanked Mr. Williamson for his questions and concerns. He said he saw savings on operations and maintenance costs which results in everyone saving money.

Chairman Oddo said this has been a process that has gone on for many months and hours. He thanked everyone who was involved and he said he was pleased to have a part in it. He said it was too rare for Peachtree City and Fayette County to come to a mutual conclusion and he said this agreement could have gone anywhere. He said the negotiations were at times very difficult and it is very easy to say "this is what it should say this is what it should be." He said everyone understands that position but that the agreement was not written by one person but by a group of 15 to 20 people. He said everyone came away with the best product for both communities. He said the County was not enthralled with being in the agreement in the first place and the city wants control of its own lake. He stated this was a step to pull the parties out of seven contracts. He stated the agreement was not perfect but it helps both parties be in a position that they want to be in for the next 20 years. Chairman Oddo stated it was very difficult to express the amount of work that went into the agreement which is a very good product.

Commissioner Brown acknowledged that the proposed agreement was much better than what was produced in 1966 and no one would deny that. He said it was a heck of a lot better than anything before.

The motion to adopt the Water Franchise Agreement between Fayette County and the City of Peachtree City passed 4-1 with Commissioner Brown voting in opposition. Copies of the request including the PowerPoint document, and the Water Franchise Agreement, identified as "Attachment 10," follow these minutes and are made an official part hereof.

12. Consideration of the Environmental Health's recommendation to amend the Fayette County Code of Ordinances by adopting Ordinance 2015-14, and in so doing creating a new Section 14-1 pertaining to "Payment of Fees," in Article I of Chapter 14.

County Manager of the Fayette County Health Department Robert Kurbes briefed the Board on the recommendation. He stated that Boards of Health in each of Georgia's counties are charged with enforcing both local health related regulations and state mandated health related regulations. He said the Board of Health was able to produce and adopt a Schedule of Fees, which was approved by the Board of Commissioners in a previous meeting. Mr. Kurbes asked for his department to be given a tool to enforce lack of payment of the fees. He said his department like many others in Georgia has adopted a Fee for Service that is an annual fee based on a facility's size. He said invoices go out in late November and are due in mid-February. He said there is an interpreted rule that allows enforcement, however, that after review it was determined the interpretation "did not really exist." He said he has worked with the Board of Health's attorney and with Mr. Davenport to produce a resolution for the payment of fees and to provide an enforcement process for the payment of fees and that the resolution was recently adopted by the Fayette County Board of Health. Mr. Kurbes stated that his request was for the adoption of Ordinance 2015-14 to make collection of the fees enforceable at the local level.

Chairman Oddo asked how the process would work. Mr. Kurbes stated that the invoices go out toward the end of the calendar year and are due in mid-February. He described that if a facility does not pay then there are multiple reminders sent to encourage payment and after a long process takes place then the facility's license is revoked until paid. He stated that the proposed ordinance would streamline the effort to collect the fees at the local level and through the court system.

Commissioner Rousseau asked once the permit has been revoked and if a person still operates without a permit what happens at that point. Mr. Kurbes replied that they would be found operating without a permit which is a citable offense that currently exists. Commissioner Rousseau asked how frequently that has occurred. Mr. Kurbes stated that since he has been with the Health Department in 1990 it has never occurred. Commissioner Rousseau clarified then that the issue is about the collection of fees and Mr. Kurbes agreed that was the issue. County Administrator Steve Rapson stated this would be new with State Court and so staff would sit down with the Court to give clarity.

Commissioner Ognio asked if the ordinance gives the Board of Health the authority to revoke a state permit. County Attorney Dennis Davenport disagreed saying the Board of Health already has that authority but rather this ordinance would require any violation to ultimately be decided by the State Board of Health. Commissioner Ognio replied that the proposed ordinance would shorten the process and Mr. Davenport replied that was true. Brief discussion followed.

Commissioner Brown moved to amend the Fayette County Code of Ordinances by adopting Ordinance 2015-14, and in so doing create a new Section 14-1 pertaining to "Payment of Fees," in Article I of Chapter 14. Commissioner Barlow seconded the motion. No discussion followed. The motion passed 5-0. Copies of the request and Ordinance 2015-14, identified as "Attachment 11," follow these minutes and are made an official part hereof.

13. Consideration of staff's recommendation to approve funding of \$217,937.00 of the Solid Waste Fund; which includes an additional NTE \$13,324.00 to the Jacobs Engineering Group Inc. and authorize the Chairman to sign any necessary documents for the purpose of constructing a new inert landfill.

Environmental Management Director Vanessa Birrell reported that in February 2014 she asked the Board to approve the design and permitting process with the Environmental Protection Division (EPD) for an inert landfill. She stated there was a

Public Hearing conducted in 2015 for the landfill and the county received an approved design and operation plan during the summer. She asked for the funding to construct the inert landfill.

Commissioner Brown asked if funds are already available for the use. County Administrator Steve Rapson replied the funds would come from fund balance and even though it's coming from the same funds there is funding in fund balance to fund the activity. Commissioner Ognio pointed out that the County does not do well with the Solid Waste Fund. Mr. Rapson mentioned that staff is preparing a fee structure for municipalities since the municipalities have historically not been charged to use the inert landfill.

Commissioner Barlow moved to approve funding of \$217,937.00 of the Solid Waste Fund; which includes an additional NTE \$13,324.00 to the Jacobs Engineering Group Inc. and authorize the Chairman to sign any necessary documents for the purpose of constructing a new inert landfill. Commissioner Ognio seconded the motion. No discussion followed. The motion passed 5-0. A copy of the request, identified as "Attachment 12," follows these minutes and is made an official part hereof.

14. Consideration of the Public Art Committee's renovation recommendations to the county staff's break room.

Commissioner Brown reported that the Public Arts Committee (PAC) had looked at bringing unique projects that create better improvement at the county and a better look for the county. He stated that the Administration Department has a wonderful photograph by Mr. Sam Patton of Starr's Mill. He said the Commissioners were so enthralled with his work that it was put into a wrap format and put on the main wall in the Administration Office. He said the currently proposed project is similar to the Administration Department project. He said the break room is dull and lifeless and discourages anyone from wanting to take a break in it. He then described the look of the room and said the PAC decided to bring art into the room, brighten the room up, and utilize high school artists to make it happen. He reported that the Fayette County High School's art students came up with a design for the break room and they would supply the art work on display. He then asked Mr. Anthony Ballard of the Buildings and Grounds Department to brief the Board on the proposed work. Mr. Ballard then gave an eight-minute PowerPoint presentation on the current break room and proposed changes to the break room. Commissioner Brown pointed out that the cost for the project was \$3,787.00 and he thanked Mr. Ballard for his work and participation on the project.

Commissioner Brown moved to approve the Committee's renovation recommendations to the county staff's break room at a cost of \$3,787.00. Commissioner Barlow seconded the motion.

Commissioner Ognio said there was no doubt the break room needed an upgrade, but he asked if there was a need to start defining what an art project is. He suggested this could be a maintenance issue since the overall project is an improvement project for the county. Commissioner Brown said the room was identified as a need for ascetic beauty. He said it did not make sense to put artwork in the room without updating the walls and floors.

Chairman Oddo asked what made the project a "Public Arts project" and what portion of the public would actually see the room. Commissioner Brown replied that anyone who goes in the room could see it and that the effort was partly to give the young people an ability to express themselves. Chairman Oddo stated that the Administration Office has a lot of the public coming into it since it is a commonly used room, but he agreed that the project was a maintenance project. He thought the project itself was excellent but that it needed to be a maintenance project. Commissioner Brown replied that if the Board wanted to designate it as a maintenance project that would be fine and he repeated his request for an improvement of the breakroom.

Chairman Oddo stated that public art needed to be as visible as possible. He said he was not against the project and he was not against having staff do something to the room. He reminded Commissioner Brown that in January 2015 he asked for updates from the PAC so that the Board would know what is coming but those updates have never been brought forth. Commissioner Brown replied that Chairman Oddo gets the minutes for every meeting along with the attachments. Chairman Oddo insisted that he had asked for an update and that is what he meant, that is what people understood him to request, and it was certainly what was understood. Commissioner Brown stated he had mentioned he would send the minutes. Chairman Oddo repeated that he wanted an update from the PAC for any projects before any time, effort, or money was spent on the projects and he said that was the intent of getting updates. Commissioner Brown replied that the project was proposed free of charge since it was made by volunteers.

Commissioner Rousseau asked if there were bylaws, guidelines, or format for the PAC since he could not find any. He asked County Administrator Steve Rapson if there were any formal bylaws for the PAC, and Mr. Rapson replied there were no bylaws. Mr. Rapson added that he would disagree with some of what was said since there is staff time and effort in order to get the proposal in front of the Board. Commissioner Rousseau stated that the bylaws needed to be addressed at some point in time to establish a process which is critically important and will tell how things come forward. He agreed with Chairman Oddo and Commissioner Ognio that this project is a maintenance project with the assistance of the art community's efforts. He mentioned the bylaws may have perimeters set on how to fund art projects and he said he would be willing to offer perimeters on how the PAC works in the future. Commissioner Rousseau asked if money had been set aside for the project. Mr. Rapson replied there was about \$54,000.00 set aside in the Public Arts account. Mr. Rapson stated that if this project needs to be funded as a general fund renovation project then the motion needs to be made to fund it from contingency.

Commissioner Brown stated it would be "fun" to have Commissioner Rousseau on the PAC since it would benefit the PAC to have structure. Commissioner Brown then spoke about the Tax Commissioners box and said his point was it could have been considered a maintenance project. He said the PAC is working to move things to the next level while bringing appeal. He said the effort is to bring the room up to a level that the county normally would not bring it up to.

Mr. Rapson stated that the real flaw that he sees with the PAC is there are coordination efforts with individual departments and he cited the mural project in Peachtree City as an example. He said if the Board wants staff to bring order to the PAC then it will do so. He said Commissioner Ognio is looking to establish a Transportation Committee but it will have an organizational structure. He said staff did not want to bring something to the Board that surprises the Board and is something that the Board is not interested in doing.

Mr. Rapson stated he saw this project as a renovation from the general fund as opposed to a Public Arts project.

Commissioner Rousseau amended the motion to authorize the funding for the project and to take it out of the general fund contingency. Commissioner Barlow seconded the amendment.

Chairman Oddo asked that on a go-forward basis and, given that the PAC is a loosely-run committee, that the committee gives an update to the Board so it can make a decision before it gets to this point. Mr. Rapson stated that staff would work on guidelines for the PAC. He mentioned there are other concerns with the PAC such as how minutes are done and all those concerns could be addressed in the guidelines.

The motion to approve the Committee's renovation recommendations to the county staff's break room at a cost of \$3,787.00 and for the funding to be utilized from general fund contingency passed 5-0. A copy of the request, identified as "Attachment 13," follows these minutes and is made an official part hereof.

The Board took a short recess from 9:58 p.m. until 10:02 p.m.

15. Consideration of the Public Art Committee's recommendation to approve an agreement between Fayette County and various local artists to complete an art project consisting of county staff photos to be used for the Human Resource's Department Mural.

Commissioner Brown stated the Board saw this project presented at a previous meeting and there were no negative comments. He said there is a wall in the Human Resources Department that is visible from the outside and it is a room where people wanting jobs or trying to do business will see the wall. He said the intention was local photographers would show actual staff members working their jobs and entitle the wall project *Fayette County Works*. He said the pictures would showcase the departments and what they do and the request was to approve the contract. He said the County Attorney had reviewed the agreement and the individual photographers and the Chairman would sign the agreement.

Commissioner Brown moved to approve an agreement between Fayette County and various local artists to complete an art project consisting of county staff photos to be used for the Human Resource's Department Mural. Commissioner Ognio seconded the motion.

Donna Thompson: Ms. Thompson stated she is a photographer who exhibits and curates exhibits, that she has a photography group in Fayette County and that she teaches. She said she wants to see public arts in Fayette County but there needed to be a concrete definition of "public art." She said it was disturbing to see a vote on a legal contract to be given to the photographers. She said she reviewed the minutes and could not find where other artists had been required to sign a legal agreement. She said public art should be fun and inviting but it sets a bad precedent to require artists to sign a legal agreement. She said she would not sign the agreement unless there is a lot of money involved since the photographers likely do not have an attorney, and said most of the points in the legal agreement should be covered in an initial Call for Entry. She questioned the rights of ownership and relinquishing copyrights in the agreement and said it is not necessary to relinquish ownership for this type of project. She asked why the county would take ownership of the photographs since it can use the photographs without ownership. She mentioned that the issue of employees giving their release has not been addressed. She questioned if there were any legal agreements other artists who completed art had entered into. She stated that the agreement mentions creative editing and she described how problematic it would be to have 19 artists with various interests working on this project. She understood why the county wanted to protect itself from liability, but she did not recall seeing any other agreement for other artists to sign. She closed her statement saying if there is a need for one artist to sign a legal agreement then there should be a need for all artists to sign legal agreements.

Commissioner Brown agreed with Ms. Thompson saying she had a very valid point since there should have been agreements with all the artists for all the projects from the beginning. He agreed that the county needs to cover liability. He stated that all of the artists, except for one, who read the Call for Entry, had volunteered for the project. He added that there are copyright matters to consider and that Fayette County does not have an employed Art Curator like Fulton and other counties do who address these types of issues. He stated that smaller counties have these types of proposed agreements in order to protect their liabilities. Commissioner Brown added that these are civil projects where professionals and amateurs donate of their own talents for the betterment of the public good. He stated that all that the county wants is the ownership of the photographs so that it cannot be sued on copyright infringement but he emphasized that the County would allow the photographers to use the pictures however they choose. Commissioner Brown stated he would hate to see a concrete definition of public art or anything artistic since it puts art in a box. He said the terms needed to be as flexible as possible in order to accomplish the goal without stifling creativity.

Ms. Thompson rescinded her request for a concrete definition of public art but asked for a better definition of public art. Commissioner Brown agreed. Ms. Thompson applauded Commissioner Rousseau for his previous statement that public art is not a building renovation since replacing floors and moving televisions do not fall under public art. She said that was a perfect example of why there needed to be a better definition of public art and she asked for by-laws or standards to be set for how the Public Art Committee (PAC) operates. Commissioner Brown pointed out that there are several museums around the world that are considered public art themselves even though they are infrastructure projects since they were built by artisans who were also architects. Chairman Oddo quipped that the staff room was not a piece of art although it is a piece of work.

Chairman Oddo asked why the county has to have ownership of the pictures and why the agreement simply just allowed the county to use the photographs with the agreement of the photographers. Commissioner Brown said the main reason is because there is no one on staff to curate art in the county's possession. He said if a person took a photograph of the wall and used it in any capacity then the county could be sued for copyright infringement. He repeated that small counties enter into these agreements routinely. County Attorney Dennis Davenport stated whoever owns the photographs has the rights to the photographs. He said it would be possible to proceed without owning the photographs but that the County would need to have safeguards in place if it did not own the photographs. He said if the county wants to limit the liability exposure as much as possible then it needs to own the photographs but if the county is comfortable assuming some risks then some safeguards could be entered to check the risk so that the risks do not become substantial.

Commissioner Rousseau stated if the county entered into a Request for Proposals (RFP) for a project it could be spelled out and the artists who want to participate could choose to participate already knowing that their work would become part of the ownership of the county, negating the need to enter into an agreement. Commissioner Brown replied that the terms were already spelled out in the Call for Entry. Mr. Davenport replied that the RFP process leads to an agreement where the terms are settled. Commissioner Brown replied that the terms were in the Call for Entry and no one entering the project is unaware

of the terms. County Administrator Steve Rapson added that had this matter gone through the RFP process the agreement would have been included with the RFP so that interested parties would clearly understand what is expected.

Commissioner Rousseau asked if there were employee waivers and if the employees have the right to determine how their image will be used in any certain project. Mr. Rapson replied that issue should be addressed. Commissioner Rousseau repeated his question by asking if there should be a waiver for the county or artists to use employee's images. He stated that some of the pictures would require the photographers to enter into "intimate" places where images may unwittingly be captured and there needed to be safeguards for those scenarios as well. Commissioner Rousseau said he had another concern with the language where it says the Public Arts Committee will have final approval and he said he did not want to turn that responsibility over to that committee since the County, for whom the work is being done on behalf of, should have final approval of the project. He then asked Mr. Davenport to address his concerns.

Mr. Davenport stated when a photographer takes a picture the photographer has the duty and responsibility to make sure to respect the rights and responsibilities of the subject matter of the photograph. He said Paragraph Six of the proposed agreement require that the photographs do not infringe the rights of any third party. He said for the photographer to say the county can own the photograph then the photographer has to first own the photograph. He stated that for the photographer to own the photograph they have to have sufficient waivers from the subject to do so. He said while the language is very generalized it is the language the county would rely on for county ownership since implied in the conveyance is that the photographer has ownership. Commissioner Rousseau replied that the effort was circuitous. Mr. Davenport agreed saying given the template he was provided with generalized information then there is a generalized agreement.

Commissioner Brown said there were two separate issues, namely, the proposed agreement with the photographer and a separate release with the employees. He asked if the employee release was a separate issue and Mr. Davenport replied that it was a separate issue.

Chairman Oddo stated it may be a separate issue but this concerned one project and that it should not be done by piecemeal. He then asked if there had been a review on how others do these types of agreements. Commissioner Brown replied that Bartow County had a similar agreement with almost the same language. Chairman Oddo asked if there were any other examples and he repeated that he did not understand why the county had to have ownership of the photographs since there could be "right to use" language in the contract. He then stated that this discussion pointed out the need for more structure on the PAC since these requests could be vetted out better before they get to the Board of Commissioners level. He said there were still questions about the agreement and he was not ready to vote on the agreement. Commissioner Brown replied that the agreement had been vetted by the County Attorney.

Mr. Davenport replied that for him to thoroughly vet something then he should be involved in the first step of the process. He said when someone sends him bullet-points and asks him to put them in an agreement then he will write the agreement, but he emphasized that he had never sat down with anyone to discuss the intention or parameters. He said if he puts together an agreement then he needs to be at step one of the processes albeit there is a time factor involved. He said without knowing specifically what is intended then he will craft an agreement with the information provided, but he could not attest whether or not the agreement covered all of the intentions. He mentioned that it appears he is doing more and more of writing agreements and less of being at the foundational first step, and he added that he needs to be included with the first steps so he can know the parameters for an agreement.

Commissioner Brown replied that this demonstrated why many local governments do not get into many public arts projects since it is so subjective. He stated that the project was purely civic in nature and no one was making money off of them. He said the photographers all committed to give up their work per the Call for Entry and they are doing the work on their own volition. He said the county needed to make sure it was protecting the county's interest from a liability standpoint. He added that there is no one on staff and no one has the time to monitor each scenario that may come up with public art projects, so the simplest way to address the matter was for the county to own the photographs and allow the photographers to use the photographs however they see fit.

Chairman Oddo said this matter had come to the Board and, after hearing Mr. Davenport report that he had limited involvement with the agreement, he was not comfortable voting on the agreement.

Commissioner Ognio said he agreed with Commissioner Rousseau's concerns about granting access to county employees. He said the County does not have the staff to do other work and he asked how would there be staff time to review every photograph and verify there is no information distributed that should not be distributed. He added that he had heard no other artist had entered into this agreement although all of them should have entered into similar agreements. He asked if there could be one contract that would address each issue instead of separate contract for various projects.

Commissioner Rousseau agreed with Commissioner Ognio since he heard that the agreement was for only this project as opposed to fashioning something long-term that would address most projects. He said the work and efforts of the arts community was appreciated. Commissioner Rousseau asked if he properly understood that this was a specific agreement for a specific project in the Human Resources Department.

Mr. Rapson replied that Commissioner Rousseau was correct in his assessment and he said that after listening to the Board he recommended staff being able to work with Mr. Davenport to make a common agreement. Mr. Rapson added that from a staff perspective there was uncertainty about whether the pictures would be taken in the office or on a truck or in the field, so there were other issues that staff would work through. He said there were staff who would embrace the pictures and others who would have concerns like those addressed. He said those issues need to be vetted to determine how this is done. He stressed that these issues should not be on an Agenda before being vetted and he emphasized that even the County Attorney did not feel comfortable with the agreement.

Commissioner Rousseau asked if there were any time sensitive issues involved with the request and he was told there was not.

Commissioner Brown withdrew his motion to approve the agreement.

Commissioner Brown moved to bring the agreement back at a future meeting at which time the language is ready and for the agreement to be changed stating the Public Arts Committee will bring forward a final rendition draft to the Board of Commissioners for approval. Commissioner Ognio seconded the motion.

Commissioner Brown stated there could be a boilerplate document but given the nature of public art it would have to be very flexible. Mr. Davenport agreed but added it was a good idea to have a good common element in the document.

Chairman Oddo stated it would be wise that when the PAC comes up with ideas to circulate it to the Board of Commissioners before it is brought to a meeting in order to get consensus. Commissioner Brown stated that the standard needed to be set since at a previous meeting the standard that everyone agreed on was that the Board would get the updates through the minutes. Chairman Oddo replied that he had asked for an update and Commissioner Brown had said something else. He said he wanted to have an update on the project ahead of time in order for the Board to consider the matter prior to voting on it, and he said the updates would go a long way to get the issues passed. Commissioner Brown stated if Chairman Oddo would send the criteria of what he wanted to see so that goal would be met. Chairman Oddo replied that if the PAC comes up with an idea he wanted to have the idea circulated to the Board in the form of a draft. Commissioner Brown reiterated that all of the material has been included in the minutes. Chairman Oddo agreed that the information may be in the minutes but he emphasized that he wanted a separate communication from the PAC telling of its proposals. He said he does not spend time reading all the minutes of all the various committees even though he reads as many as he can. He said he would appreciate that professional courtesy from the PAC and he stated the Board would appreciate it too.

The motion to bring the agreement back at a future meeting at which time the language is ready and for the agreement to be changed stating the Public Arts Committee will bring forward a final rendition draft to the Board of Commissioners for approval passed 5-0. A copy of the request, identified as "Attachment 14," follows these minutes and is made an official part hereof.

16. Consideration of proposed revisions to Policy No. 210-07 Grant Management.

County Administrator Steve Rapson stated this was the first policy brought to the Board based on amendments requested at the August 27, 2015 Board of Commissioners meeting. He stated that the Board needed to review Sections C, D, and E

altogether since it gives the ability for the Chairman to sign a grant application not to exceed \$100,000.00 as long as the Chief Financial Officer, County Administrator, and either the Chairman or Vice Chairman are in agreement. He reported when the notification of award is given then the award would be brought back to the Board of Commissioners for approval. He stated that any grant application over \$100,000.00 would have a different process.

Mr. Rapson stated staff's big concern is there will be a day when there is a grant application that is over \$100,000.00 that falls between Agenda deadlines, and he forecasted that time would come.

Commissioner Brown moved to approve the revisions to Policy No. 210-07 Grant Management. Commissioner Barlow seconded the motion. Brief discussion followed. The motion passed 5-0. A copy of the request, identified as "Attachment 15," follows these minutes and is made an official part hereof.

PUBLIC COMMENT:

Mayor Greg Clifton: Fayetteville Mayor Greg Clifton said there was a lot of discussion of public art at the meeting and he stated that the city was getting a new mural installed at the north end of the city square. He added that he liked the picture that was displayed in the Administration Office and he was glad to see more attention to public art. Commissioner Barlow asked if there was a contract for the mural and Mayor Clifton said he thought was but he was unsure. Chairman Oddo thanked Mayor Clifton for his work and service for the City of Fayetteville.

Bob Ross: Mr. Ross said it was interesting to hear the discussions about public art and of the various permissions required around the world to take pictures. Mr. Ross then spoke for approximately 16 minutes about the voting process in Fayette County and of the ongoing litigation and mediation. He stated that at some point the County may be asked to agree to mediation and he pointed out that the citizens need time to provide input and to hear about the potential mediation settlement. He stated that Mr. John Jones and the Fayette County NAACP is not the enemy although stereotypes are. He thought the lawsuit was the wrong lawsuit at the wrong time for the wrong reason. Mr. Ross then spoke in detail about recent elections that countered the NAACP's contentions. Mr. Ross then gave several recommendations of what should be included in the mediation process as it relates to the Board of Elections and voters in Fayette County. He urged the NAACP to withdraw its lawsuit and save its money and the County's money for legitimate issues.

ADMINISTRATOR'S REPORTS:

Update on Dredging Lake Peachtree: County Administrator Steve Rapson stated the County is in the process of draining Lake Peachtree. He explained that the County working with Peachtree City's Water and Sewer Authority (WASA) to add two 12" lines over the spillway in order to increase the drainage capacity. Commissioner Brown asked if the effort required approval from the Environmental Protection Division and Mr. Rapson replied it did not. He added that he and others went to the spillway and observed there is no movement of water meaning the spillway structure appears to be very much intact.

ATTORNEY'S REPORTS:

Notice of Executive Session: County Attorney Dennis Davenport notified the Board that he had one item of Pending Litigation and the review of the October 22, 2015 Executive Session Minutes for Executive Session.

COMMISSIONERS' REPORTS:

Commissioner Rousseau

Thanking People and Organizations for their Service: Commissioner Rousseau thanked the citizens for staying through the meeting. He said he was impressed by the research people have done on the issues. He stated that the public arts community should not leave with a belief that the Board undervalues its work and effort; however, there were procedural issues to be discussed. He thanked those who serve and have served in the military. He thanked Mayor Clifton and those who were elected and re-elected to office for their service. He congratulated the Board of Education for having the second highest graduation rate in the state. He thanked Burch Elementary and North Fayette Elementary for inviting him to visit and for the ability to see the fire department and personnel. He thanked the PTOs who serve the schools. He congratulated those who received awards earlier in the evening.

Commissioner Barlow

Rededication of the Veterans Memorial at Patriot's Park: Commissioner Barlow asked if the Veterans Memorial was being rededicated. Mayor Clifton replied that the Veterans Memorial located at Patriot's Park was being rededicated on Saturday, November 14, 2015. He said festivities would start early by reading the names of the fallen and ringing the bell. It was pointed out that 476 Fayette County veterans had been killed in defense of the nation throughout the nation's history.

McIntosh Trail Community Service Board: Commissioner Barlow stated he had been participating with the Sheriff's Academy which meets on Tuesdays and that conflicted with his time with the McIntosh Trail Community Service Board. He provided a packet of information to each Commissioner and said there is an elected official spot for the Board. He said he served on the McIntosh Trail Board for three years but did not want to leave the spot vacant.

Commissioner Brown

Response to Bob Ross: Commissioner Brown said he appreciated Mr. Ross's statistics that he provided during public comment.

Response to Mayor Clifton: Commissioner Brown thanked Mayor Clifton for his service, said he enjoyed working with the mayor, and thanked him for all he has done. He said Mayor Clifton put a lot of his life into his service and he thanked the mayor for his work.

High School Basketball Season: Commissioner Brown stated that high school basketball season was his favorite season and he missed the game between Whitewater and McIntosh High Schools. He predicted that McIntosh High School would win the State Championship since they did not lose a single game all the way up to the third round of the state playoffs when the point guard broke his wrist on a slam dunk. He said the entire team is back this year and he quipped that the other teams should go ahead and forfeit this year.

Whitewater High School Meeting: Commissioner Brown said he met with Whitewater High School Principal Rabold and the PTO staff who were interested in participating in public art programs. He said it was a great discussion and he said the schools do a fabulous job. He said the parents make the Fayette County Schools work.

Water Franchise Agreement and Public Comment: Commissioner Brown stated that there was some disagreement on the Water Franchise Agreement and that there would always be disagreement on something. He said the agreement is much better than the one in 1966, that the vote was held, and it is time to move on to the next issue. He said he was really proud that everyone had the opportunity to speak. He said it was not done that way at the city meeting when many people wanted to speak and he took great pride that when people come to a Fayette County Board of Commissioners meeting they are able to address the Board before the vote occurs. He said Fayette County is one of the only counties throughout Georgia that allows that level of public comment.

Commissioner Ognio

Reflect on Thanksgiving: Commissioner Ognio said everyone needed to reflect on Thanksgiving and to thank those around them. He thanked the veterans and Mayor Clifton.

Public Arts Committee: Commissioner Ognio stated that the Public Art Committee had successful projects including the scarecrow contests and pumpkin carvings. He said people do not realize the amount of time those projects take and he said the citizens seem to really appreciate the effort.

Chairman Oddo

Water Franchise Agreement: Chairman Oddo stated the Water Franchise Agreement entailed a lot of honest and genuine effort on both sides. He said there were a couple of times when there was uncertainty whether or not the agreement would happen and that the process had its ups and downs. He thanked Peachtree City Mayor Vanessa Fleisch, Interim City Administrator Jonathan Rorie, City Attorney Andy Welch, the Peachtree City Council, the various engineers and experts, and to Mr. Steve Rapson and Mr. Dennis

Davenport. He said the citizens should be proud of Mr. Rapson and Mr. Davenport as well as Water System Director Lee Pope. He thanked the Board of Commissioners for voting on the agreement.

Thanksgiving Holiday: Chairman Oddo wished everyone a very Happy Thanksgiving and he pointed out that this meeting was the only meeting scheduled for the month of November. He added that there is only one meeting scheduled for the month of December as well.

EXECUTIVE SESSION:

Pending Litigation and October 22, 2015 Executive Session Minutes: Commissioner Brown moved to go into Executive Session. Commissioner Ognio seconded the motion. No discussion followed. The motion passed 5-0.

The Board recessed into Executive Session at 11:15 p.m. and returned to Official Session at 11:26 p.m.

Return to Official Session and Authorization to Sign the Executive Session Affidavit: Commissioner Ognio moved to return to Official Session and for the Chairman to sign the Executive Session Affidavit. Commissioner Barlow seconded the motion. No discussion followed. The motion passed 5-0. The Executive Session Affidavit, identified as "Attachment 16," follows these minutes and is made an official part hereof.

October 22, 2015 Executive Session Minutes: Commissioner Ognio moved to approve the October 22, 2015 Executive Session Minutes. Commissioner Barlow seconded the motion. No discussion followed. The motion passed 5-0.

ADJOURNMENT:

Commissioner Brown moved to adjourn the November 12, 2015 Board of Commissioners Meeting. Commissioner Ognio seconded the motion. No discussion followed the motion passed 5-0.

The November 12, 2015 Board of Commissioners meeting was adjourned at 11:27 p.m.

Floyd L. Jones, County Clerk

Charles W. Oddo, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 10th day of December 2015. Referenced attachments are available upon request at the County Clerk's Office.

Floyd L. Jones, County Clerk