

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

AGENDA

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
Invocation by Commissioner David Barlow
Pledge of Allegiance

Acceptance of Agenda

PROCLAMATION/RECOGNITION:

1. Recognition of the winners of the Sixth Annual Pumpkin Carving Contest.
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.
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.
4. Recognition of the Extension Office's newest graduates of the Wildlife Gardener Program.
5. Recognition of winning second place at the State Wildlife Judging Competition by the Fayette County 4H Wildlife Judging Team.

PUBLIC HEARING:

CONSENT AGENDA:

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.

7. Approval of staff's recommendation to add River Park Phase 1B subdivision to Fayette County's Street Light Program.
8. Approval of the disposition of tax refunds, in the aggregate amount of \$1,595.53, as recommended by the Tax Assessor's Office.
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.
10. Approval of the October 22, 2015 Board of Commissioners Meeting Minutes.

OLD BUSINESS:

NEW BUSINESS:

11. Consideration of Chairman Oddo's recommendation to adopt a Water Franchise Agreement between Fayette County and the City of Peachtree City.
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.
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.
14. Consideration of the Public Art Committee's renovation recommendations to the county staff's break room.
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.
16. Consideration of proposed revisions to Policy No. 210-07 Grant Management.

PUBLIC COMMENT:

ADMINISTRATOR'S REPORTS:

ATTORNEY'S REPORTS:

COMMISSIONERS' REPORTS:

EXECUTIVE SESSION:

ADJOURNMENT:

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

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

Background/History/Details:

Saville Studios, located in Peachtree City, recently concluded its Sixth Annual Pumpkin Carving Contest. In previous years, the contest was open only to students of the studio.

This year, the contest was opened to the public and was supported, in part, by the Public Arts Committee.

Representatives from Saville Studios and the Public Art Committee will be present to recognize the winners.

What action are you seeking from the Board of Commissioners?

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

If this item requires funding, please describe:

Not Applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

This is an example of the Public Arts Committee and a private studio working together for community fun while enhancing public displays of art in the county.

Contact: County Clerk Floyd Jones
Phone: 770-305-5102
Email: fjones@fayettecountyga.gov

FOR IMMEDIATE RELEASE:

Art Committee is looking for Halloween art participants in two programs

Fayette County, Georgia, September 11, 2015 – The Fayette County Public Art Committee is excited to announce two fun and creative events for people of all ages this Halloween season!

First, get in touch with your family's creative side with the Second Annual Fayette County Scarecrow Competition. Participants will construct their scarecrows at the County Administration Building, 140 Stonewall Ave., Fayetteville on October 17 and 18.

School groups, scouts, church groups, clubs, families and artists can all show your creative flair and build your scarecrow in this year's event. All scarecrows will be on full display in Downtown Fayetteville and will be part of the annual Halloween event. Prizes given to the top entries.

Need the perfect stuffing? The county will provide shredded paper for participants to stuff their small garbage bags for use as stuffing for their scarecrows. This technique is great for withstanding the rain! Participants are asked to bring your own straw, small garbage bags and scarecrow creation supplies.

Let your imagination run wild! Each scarecrow must be attached to a five-foot metal pole in the ground which the county government will provide when you enter. You can find the guidelines for the scarecrows on the Fayette County Art Committee website at http://www.fayettecountyga.gov/public_arts_committee/.

There is no entry fee and participants must officially enter to participate. Come out to join the fun and take your family selfies and fall photos with the scarecrows!

To enter the scarecrow building event, email fcpac@fayettecountyga.gov by Wednesday, October 14 with your contact information and how many scarecrows you plan to build. If you have any questions, please call 770-305-5103.

The next event is the Sixth Annual Pumpkin Carving and Sculpting contest held in conjunction with Saville Studios in Peachtree City. Pumpkin designers of all ages can participate in this event held on October 25 from 2:00 to 4:00 pm at Saville Studios, 401 Dividend Drive in Peachtree City. There is a \$10 entry fee and the pumpkin is provided.

All carvers and sculptors must bring their own tools. Parents are asked to bring age-appropriate tools for young children. The studio will provide paint for those wanting to paint their pumpkins.

If you have any questions regarding the pumpkin event, please call 404-729-5196.

All youth photographers are invited to take photographs at both events to be displayed during the award presentations at a Board of Commissioners meeting.

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6th
annual
PUMPKIN
CONTEST

Sunday
October 25th
2-4 PM
www.savillestudios.com

Paint, design, or carve your way to 1st place!
Face painting, Pumpkin Carving, Door prizes,
Bounce Houses, and contest winners!

\$10 entry fee per pumpkin

Pumpkins and paint materials provided by Studio

Carving utensils provided by you

www.savillestudios.com

Saville Art Studios. Be Creative.

The Pumpkin Carving Winners include:

Brielle Rowan -William Manwaring -Sophie Tomas- Damini Sevener- Calder Zimmerman-Sarah O'keefe-

Here is a photograph of a few of the pumpkins that were entered in the contest.



COUNTY AGENDA REQUEST Proclamation/Recognition #2

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

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.

Background/History/Details:

The Fayette County Public Arts Committee (PAC) issued a press release asking all Fayette County citizens and municipalities to participate in the county's Scarecrow Contest. The contest was created to allow for citizen participation and to enhance the Heritage Park area with public art to be designed, created, and executed by participants, young and old during the Fayetteville Halloween Festival.

This year's competition included sixteen scarecrows; doubling the number of participants from last year's competition.

The contest participants, were judged and selected by the PAC. First place is Coach Cepada Cloud of Whitewater High School, second place is Girl Scout Troop #15017 and third place is Blaze Shermom of Saville Studios.

The honorable mentioned winners are Nina Madrid and Mary Nalls representing Weight Watchers, Carisa Green with McIntosh High School, and Dan Marsden and family.

What action are you seeking from the Board of Commissioners?

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

If this item requires funding, please describe:

The winner will receive \$150.00 funded from the Public Art fund (37510565-5565D-521217.)

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

This event included various schools, Piedmont Hospital, County Commissioners, and others to create a county-wide competition. The Scarecrow Competition will continue to be held each year in an effort to draw more participants who will have a good time while contributing to their community.

Contact: County Clerk Floyd Jones
Phone: 770-305-5102
Email: fjones@fayettecountyga.gov

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The next event is the Sixth Annual Pumpkin Carving and Sculpting contest held in conjunction with Saville Studios in Peachtree City. Pumpkin designers of all ages can participate in this event held on October 25 from 2:00 to 4:00 pm at Saville Studios, 401 Dividend Drive in Peachtree City. There is a \$10 entry fee and the pumpkin is provided.

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If you have any questions regarding the pumpkin event, please call 404-729-5196.

All youth photographers are invited to take photographs at both events to be displayed during the award presentations at a Board of Commissioners meeting.

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FAYETTE COUNTY 2ND ANNUAL SCARECROW COMPETITION

2015



FAYETTE COUNTY
PUBLIC ARTS COMMITTEE

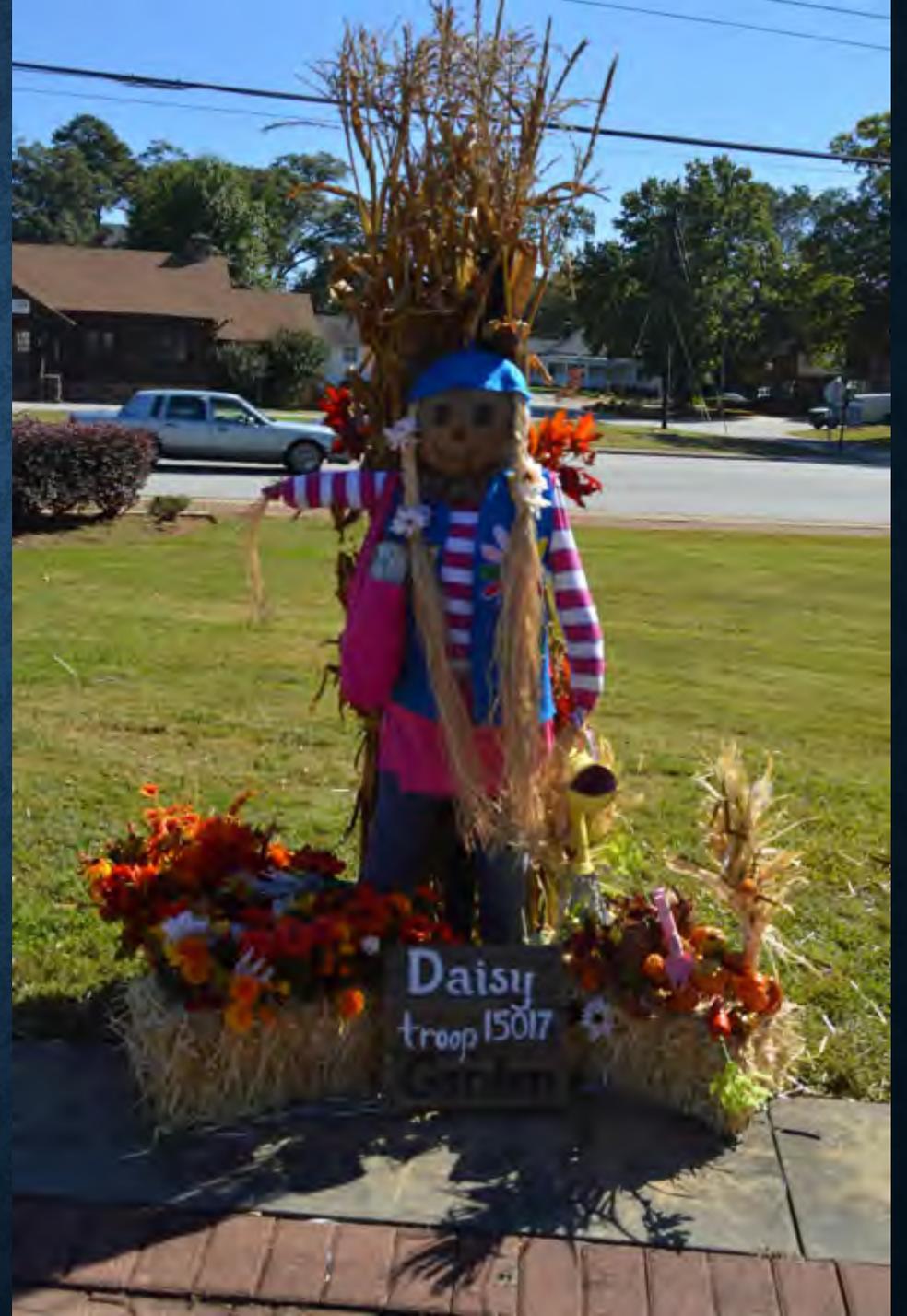


FIRST PLACE
Cepada Cloud



WHITEWATER HIGH SCHOOL

**SECOND PLACE
Girl Scout Troop
#15017**



THIRD PLACE Blaze Sherman



HONORABLE MENTION

Nina Madrid & Mary Nalls

McIntosh High School

Dan Marsden & Family



Weight Watchers Wheezie says,
"Be your best self
Discover and unleash your inner
AWESOME!

"If you can imagine it, you can create it; if you can dream it, you can become it." - William Arthur Ward





GREAT JOB!











COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

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

Background/History/Details:

Fayette County's Public Arts Committee seeks to honor individuals from the community who demonstrate passion and leadership through public art. The purpose of the Local Public Art Awards is to recognize groups or individuals who promote public art in Fayette County in the categories of: Educator; Patron; Civic; and Performing Art.

Nominations were submitted and a selection committee of the Public Art Committee selected the winners. The awards being presented are:

The Arts Civic Award: Presented to a group or individual not employed by local governments or the Board of Education who promotes local art initiatives in Fayette County.

The Arts Educator Award: Presented to a teacher who advances arts education in either an in-school or community-based capacity for students in Fayette County.

The Performing Art Award: Presented to an individual(s) who promotes performing art initiatives in Fayette County.

What action are you seeking from the Board of Commissioners?

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

If this item requires funding, please describe:

Not Applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

The Local Art Award is an initiative of the Public Art Committee to promote local public art in various arenas available throughout Fayette County.



About the Awards

The purpose of the **Local Public Art Awards** is to recognize groups or individuals who promote public art in Fayette County in the categories of Educator, Patron, Civic and Performing Art. The committee seeks to honor individuals from the community (artists, parents, funders, teachers and leaders of community or arts organizations, etc.) who demonstrate passion and leadership through public art.

Criteria

This distinguished award is open to any Fayette County resident. Nominators should address the specific criteria points listed in their statement of nomination. The category criteria are as follows:

Educator:

The **Arts Educator Award** is presented to a teacher who advances arts education in either an in-school or community-based capacity for students in Fayette county. Consider the following:

- Recognizes a need or opportunity for arts education in the community and works to fill the void;
- Has a vision for arts education on behalf of students in the community and enlists partners to achieve it;
- Inspires students to create their own art vision, assisting them with how to plan, implement, and collaborate to achieve their goals; and
- Develops a passion or the arts and art leadership among the student population.

Patron:

The **Arts Patron Award** is presented to a group or individual who promotes local art initiatives through financial contributions or the donation of goods or services. Consider the following:

- Provides opportunities for art participation, art exhibition or art education in Fayette County through the donation of funds, goods or services;
- Demonstrates an unselfish passion for the arts in Fayette County by helping others participate.

Civic:

The **Arts Civic Award** is presented to a group or individual not employed by local governments or the Board of Education who promotes local art initiatives in Fayette County. Consider the following:

- Works for the provision of art participation, art exhibition, art education or art appreciation for the residents of Fayette County;
- Demonstrates a passion for the arts and the people of Fayette County.



NOV 12 BOC

Nomination: The Arts Civic Award

Name of Person Nominated for the Award: **The Peeples Cultural Arts Week Committee, Lina Martin, Chairperson**

Company: The Peeples Elementary PTO

Address: 153 Panther Path, Fayetteville, GA 30215

Telephone: (Lina Martin) [REDACTED] Email: [REDACTED]

Having celebrated its 10th Anniversary in 2015, the Peeples Elementary Cultural Arts Week (PECAW) presents a week-long explosion of multi-cultural experiences for students, staff, families and other visitors to Peeples Elementary School. Lead by Chairperson Lina Martin, the committee of parent volunteers through many tireless hours of work and fund-raising, brought together dozens of artists, craft persons, musicians, dancers and others representing a broad range of world-wide cultures and nationalities from 29 different countries. While the students were both informed and entertained by the many presenters, they were also actively engaged to play instruments, perform dances, create pottery, origami, even their-own poetry as a way to become "immersed" in many new enlightening experiences. Mrs. Martin and the committee members know that the experiences gained by their children through the Cultural Arts Week creates and fosters an increased cultural awareness of the global environment in which they will, as adults, work and live. While the majority of the presenters come from the "global community" that is now Fayette County, the 2015 festival was highlighted by a performance of the Ugandan Thunder Children's Choir, a group of 22 Ugandan orphaned children, ages 8-16, who perform world-wide to raise funds and awareness of hunger for Ugandan children. The efforts of Mrs. Martin and the PECAW committee instill in their students a greater awareness of the world's diversity and richness – both local and across the globe. With this greater awareness can also come a deeper appreciation of the opportunities which are fully accessible to them – and the inspiration to apply their new knowledge and skills in creative, meaningful and rewarding ways.

In March of this year Lina took the time to attend and present at ENCORE Fayette Leadership Class-Cultural Arts Day. Not only did she inform us that day of an incredibly unique arts program in our county but she also inspired us. Lina and her group exhibit volunteerism that impacts young lives in a way that can shape a world view that is capable of changing a community culture. A perfect fit with Fayette's current visioning strategies for Fayette's diverse communities to be inclusive, safe and welcoming.

Mrs. Lina Martin and the Peeples Elementary Cultural Arts Week Committee are "most deserving" of the Fayette Arts Civic Award both for their collective efforts and the significant results which they have achieved. They have enriched not only their children and their school, but our entire community.

Becky Smith



fayettefactor@gmail.com

Executive Director FACTOR Family Connection and Program Manager ENCORE Fayette Leadership

Performing Art:

The **Performing Art Award** is presented to an individual(s) who promotes performing art initiatives in Fayette County. Consider the following:

- Works for the provision of performing arts participation, promotes public performance opportunities or provides performing art instruction for the residents of Fayette County;
- Demonstrates a passion for the arts and the people of Fayette County.

No one individual or group can win an award more than once in a three-year period.

Deadline for submitting the nomination form is September 11, 2015

(Please print legibly)

Award being nominated for: ARTS EDUCATOR AWARD

Name of Person Nominated for the Award: LORI THOMAS

Company: FAYETTE COUNTY HIGH SCHOOL

Address: 1 TIGER TRAIL, FAYETTEVILLE, GA 30214

Telephone: 770-460-3540 Email if known: THOMAS.LORI@MAIL.FCBOE.ORG

Information to support why this person should be receive award (attach additional page if necessary):

PLEASE SEE ATTACHED

STEVE BROWN
Signature of Nominator


Nominator's phone #

COMMISSIONER BROWN@
FAYETTECOUNTYGA.GOV
Nominator's email

Email this form to the Public Art Committee via fcpac@fayettecountyga.gov. Forms can also be dropped off or mailed to 140 Stonewall Avenue West, Suite 100, Fayetteville, GA 30214. Questions? Call 770-305-5103.

Arts Educator Award

Lori Thomas, Fayette County High School

Ms. Thomas takes an active role in insuring that her art students are engaged in public art projects in Fayette County.

She worked with her students on creating the art for the billboards on the county's administration building. They created a representative statement on all five of the county's high schools and the surrounding communities.

Ms. Thomas also played a critical role on the fire hydrant art project. She offered feedback and technical expertise on how to facilitate the project. Without her assistance, this public art project may not have been possible.

She has also helped with designing another project in the administration building which will display art from the county's high school art students.

Ms. Thomas has consistently volunteered to be a resource for the Fayette County Public Art Committee on how to best achieve its goals.

The truest display of her dedication to public art comes from her passionate students who have participated on local public art projects at a rate surpassing all the other schools combined. Ms. Thomas is giving her passion for art to the next generation, so that Fayette County can benefit from and prosper in a creative society.

Award being nominated for: The Performing Art Award

Name of person nominated for the award: Kathleen Senger

Company: Peachtree City Civic Ballet Company

Address: 113 Peachtree Ct., Peachtree City, GA 30269

Telephone: [REDACTED] Email: ptcschoolofdance@comcast.net

Kathleen Senger has lived and worked to bring the Art of Dance to Fayette County for 17 years. As a professional performer, choreographer, and Master Teacher, Ms. Senger strives to share her passion for dance with the community. The Peachtree City Civic Ballet Company is a non-profit 501C3 organization run completely by volunteers. Founded by and under the direction of Kathleen Senger, the Civic Ballet Company provides performance opportunities for talented young dancers and educates our community in the art of dance. Through the annual Fayette County Nutcracker production, Ms. Senger showcase over 125 youth in our community in a family friendly production of the holiday classic. She creates an environment for her dancers that promote a positive overall experience for all involved. This is accomplished in a number of ways, but my favorite is how she encourages the older dancers to be strong role models for the younger dancers. When you are at a performance, it's common to see these teenaged dancers helping younger dancers with their make-up, costumes or even sitting on the floor coloring with them. This production of the Nutcracker not only benefits the participants, but also is a wonderful opportunity for the community to experience the art of dance locally and affordably.

Because of her interest in serving all dancers, Ms. Senger has been designated the American Theater Ballet *Project Plié* Representative in our area. *Project Plié* is a comprehensive initiative to increase racial and ethnic representation in ballet and diversify America's ballet companies. *Project Plié* seeks to combine training and support of ballet students from communities previously underrepresented in American ballet companies with the creation of a nationwide network of partner professional ballet companies who are committed to diversity. In addition, *Project Plié* will include a new partnership with Boys & Girls Clubs of America to introduce participants to ballet and identify children for future training. The Peachtree Civic Ballet Company offers dance scholarships, discounted pricing on dancewear and Nutcracker tickets to deserving dancers in our community.

Ms. Senger and dancers of The Peachtree City Civic Ballet Company participate in Relay for Life and fundraise for the Make A Wish Foundation.

This past December the Senior Ballet Company Members performed at a fundraiser for Promise Place, an organization that exists to prevent domestic violence through awareness programs, education training and providing safe environments for the victims and their families, utilizing legal advocacy, emergency shelters and transitional housing.

Dance educational opportunities for students of all ages, levels, and body types abound under the direction of Ms. Senger. "My philosophy is to provide the highest quality professional training in an atmosphere that nurtures each individual. We strive to be kind and generous in compliments, positive in corrections, and to build up a dancer's self-esteem. We encourage dancers to pursue excellence not just in dance but in academics, community service, and friendships"

These are just a few reasons and a small representation of why I (and my family) feel that Ms. Kathleen Senger would be the ideal recipient of this year's Performing Art Award.

Feel free to contact me with any questions.

Thank you.

Kelly Jaczko



COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

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

Background/History/Details:

The Fayette County Wildlife Gardener Program is a fun and interactive program where youth ranging from third to fifth grades explore habitats, birds, mammals, insects, reptiles, soil and water.

What action are you seeking from the Board of Commissioners?

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

If this item requires funding, please describe:

Not Applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

The Extension Office will bring accompany the recognition and will administer the awards.

COUNTY AGENDA REQUEST

Proclamation/Recognition #5

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

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

Background/History/Details:

Wildlife Judging participants learn a variety of wildlife terms and concepts including quality and management of wildlife habitats, potential dangers and damage to habitats, and common wildlife foods. Through the learning experience, the participants are taught to interpret wildlife habitat from aerial photographs and learn to communicate reasons from observations. Participants further develop abilities and attributes enabling them to be better citizens and leaders of tomorrow.

What action are you seeking from the Board of Commissioners?

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

If this item requires funding, please describe:

Not Applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

The Extension Services staff will attend the recognition and present the award.

COUNTY AGENDA REQUEST

Consent Agenda #6

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

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.

Background/History/Details:

The County was notified on August 21, 2015, that Affinity Service Group, which has served as the County's third party workers compensation administrator (TPA) since 2011, would no longer service the County after December 31, 2015.

John Young, the County's broker for Workers Compensation products, contacted the following six licensed Third Party Administrators (TPA) about providing this service for the County: Gallagher Basset; Corvel; Sedgwick Insurance Services; Ascension of Georgia; TPA of Georgia; and Georgia Administrative Services. Three responded but only Georgia Administrative Services expressed interest in providing the services at the level of the current vendor.

Staff has conducted on-site visits at the County; Georgia Administrative Services offices and vetted reference checks. Based upon this review, staff recommends entering into a three year contract with Georgia Administrative Services at an annual rate of \$15,000.00. There is an additional one-time data conversion fee of \$1,500 along with a customary fee schedule for billing and nurse case management services.

What action are you seeking from the Board of Commissioners?

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, and to authorize \$1,500.00 for a one-time data conversion fee, and to authorize the Chairman to sign all necessary documents.

If this item requires funding, please describe:

Funding for the workers compensation services is included in the Fiscal Year 2016 budget.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



October 23, 2015

Fayette County
Human Resource's Administration
140 Stonewall Ave W
Fayetteville, Ga 30214

Attn: Lewis Patterson & Lori Smith

Re: TPA Services

Good Morning:

I have made inquiries into to TPA's located in Georgia to handle the upcoming event of Affinity's decision to leave Fayette County BOC account. The following TPA's were contacted: Gallagher Basset, Corvel, Sedgwick Ins. Services, Ascension of Georgia, TPA of Georgia, and Georgia Administrative Services. Only three of the TPA's responded to the general outline of services needed. The three TPA's that did respond only Georgia Adm. Serv. (GAS) had an interest in doing the work and performing the Services at the level that Affinity has done.

Corvel was interested but decided that the account did not present the type of account they were looking to do in the future. They indicated that they were looking for more substantial accounts with a larger amount of activity and more administrative opportunities. The Other TPA could not handle the level of service being currently provided.

In a conversation with the current head of Affinity, they recommended GAS and indicated that they would be able to meet the demands of the account. He said that they seemed to fit the profile that was given years ago when the current TPA was selected. Please let me know if I can be of further assistance.

Sincerely,

John R. Young
President





The Sadler Group



ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (hereinafter “Agreement”) is by and between **GEORGIA ADMINISTRATIVE SERVICES, INC.**, a Georgia Corporation (hereinafter “G.A.S.”), having its principal place of business located at 1775 Spectrum Drive, Suite 100, Lawrenceville, Georgia 30043-5754 and **Fayette County Board of Commissioners** (hereinafter “Client”). For and in consideration of the mutual covenants and promises contained herein, G.A.S. and the Client do hereby contract and agree to the following:

WITNESETH

WHEREAS, Client has a workers’ compensation self-insurance program; and

WHEREAS, G.A.S. is a licensed third party administrator in the State of Georgia and provides administrative services for self-insurance programs; and

WHEREAS, G.A.S. is willing to enter into this Agreement and assume the responsibility of assuring the provision of administrative services for Client’s workers’ compensation self-insurance program.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements of the parties as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, G.A.S. and Client agree as follows:

I. TERM AND TERMINATION

This Agreement shall commence on the 1st day of January, 2016 (“Commencement Date”) and shall continue for a period of three (3) years, beginning from the

Commencement Date of this Agreement. The term of this Agreement shall automatically extend for an additional one (1) year, unless one of the parties serves the other party with a written notice of nonrenewal (“Notice of Nonrenewal”) of this Agreement, pursuant to the terms described herein. If this Agreement is extended as described above, the same terms and conditions of the initial term of the Agreement shall apply to any extension term. Any Notice of Nonrenewal must be provided to the other party at least ninety (90) days prior to the end of the then-current term.

(a) The Agreement may be terminated by either the Client or G.A.S., with cause, by giving written notice of termination thereof to the other party (“Notice of Termination”). Such Notice of Termination shall specify the termination date, the cause for termination, and shall be sent by certified mail, return receipt requested to the other party at the notice address of record of the parties. The termination date shall not be less than (90) ninety days from the date of mailing of the termination notice. Upon the effective date of termination, all obligations of G.A.S. and Client pursuant to the Agreement shall be terminated and neither party shall have any further obligations to perform any service provided for in this Agreement.

(b) G.A.S., from and after the date of Notice of Termination and by written request of Client, shall make available for inspection to Client all books and records with respect to duties performed by G.A.S.

(c) Upon written notice to G.A.S., Client shall have the right to immediately terminate this Agreement if G.A.S.’ license to operate as a third party administrator in Georgia is suspended or terminated.

II. REPRESENTATIONS AND WARRANTIES OF G.A.S.

G.A.S. represents and warrants to and covenants with the Client to satisfy the following requirements:

(a) G.A.S. represents and warrants that it shall, for the full term of this Agreement, maintain an administrator's license with the Office of Commissioner of Insurance (the "Commissioner") and shall promptly report to Client any suspension, revocation, or termination thereof.

(b) G.A.S. represents and warrants that it shall, for the full term of this Agreement maintain a fidelity bond in accordance with the rules of the Commissioner and G.A.S. shall provide to the Client evidence of such as reasonably requested in writing by the Client.

(c) G.A.S. represents and warrants that it shall, for the full term of this Agreement, maintain errors and omissions coverage in an amount which is not less than that specified by the rules and regulations of the Commissioner, and G.A.S. shall, upon reasonable written request by Client, provide to the Client certification of insurance evidencing such coverage.

(d) G.A.S. represents and warrants that it shall, for the full term of this Agreement, maintain an office in the State of Georgia for the payment, processing, and adjustment of the claims of the Client's fund.

(e) G.A.S. represents and warrants that it shall, for the full term of this Agreement, make all required filings to the State Board of Worker's Compensation.

(f) G.A.S. represents and warrants that it shall insure that the administrative services provided herein are in compliance with state laws and regulations.

III. CLAIMS SERVICES

G.A.S. shall provide the Client with the claims administration services necessary for the day-to-day administration of a self-insured workers' compensation program of the Client.

(a) G.A.S. shall assist Client's accounting department in its investigation and resolution of checks outstanding for more than six-months, in order to satisfy the requirements of the State of Georgia's Property Subject to Escheat laws.

(b) G.A.S. shall assist Client's accounting department in its monthly bank reconciliation of such loss fund.

IV. COMPENSATION

G.A.S. will administer Client's workers' compensation claims program for the fees outlined below. The account set up fee will be invoiced on the inception date of this Agreement. Service fees will be invoiced monthly to Client, and Client shall make payment within thirty (30) days of receipt of invoice. Changes in the fee schedule will be handled by amendment as provided for in Section V.

- | | |
|----------------------------|--|
| 1 – Claims Administration: | \$15,000 annually payable at \$1,250 per month. |
| 2 – Data Conversion: | \$1,500 onetime fee billable at beginning of initial contract period. |
| 3 – Fee Schedule Fees: | Provided via CompComplete LLC; \$7.85 per bill for fee scheduling and 30% of |

savings for PPO discount charged to claim file.

4 – Nurse Case Management:

Telephonic nurse case management provided via CompComplete LLC; \$300 per month per file charged to claim file and service provided with approval by client per file assigned.

V. MODIFICATION

The terms of this Agreement may be amended only in writing expressly purporting to create an amendment or addendum to this Agreement.

VI. BINDING EFFECT

Each party has full power and authority to enter into this Agreement and the person signing this Agreement on behalf of each has been authorized and empowered to enter into this Agreement.

VII. CLIENT INDEMNIFICATION

(a) G.A.S. agrees to indemnify and hold the Client, its affiliates, and their respective officers, directors, employees, and agents harmless from any claim, damage, loss, expense, liability, obligation, action or cause of action (including reasonable attorney's fees and all other costs of investigation or litigation) which it may sustain, pay, suffer, or incur by reason of any negligent or unlawful act or omission of G.A.S. or its employees or agents in performing the administrative services hereunder.

(b) Client, to the extent allowed by law, agrees to indemnify and hold G.A.S., its, employees, contractors and agents harmless from any claim, damage, loss, expense, liability, obligation, action or cause of action (including reasonable attorney's fees and all other costs of investigation or litigation) which it may sustain, pay, suffer or incur by reason of any act or omission of the Client or any person under the Client's direction or control in discharging the Client's responsibilities hereunder.

(c) G.A.S. and Client, each shall comply with all applicable federal, state, and local laws, and rules and regulations issued pursuant thereto, and shall indemnify the other against any loss, liability, or damage occasioned by reason of its violation of this paragraph. In addition, each, (i) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, status as a veteran of the Vietnam Era, or status as a disabled veteran; (ii) will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability, status as a veteran of the Vietnam Era, or status as a disabled veteran; and (iii) will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and all rules, regulations and relevant orders of the Secretary of Labor

(d) Promptly after either party has notice of a claim or potential claim for indemnification, that party shall give notice to the other of any claim or other matter with respect to which indemnity may be sought pursuant to this provision, and of the commencement of any legal proceedings or actions with respect to such claim, and shall permit the other party at his or its own expense to assume the handling and

defense of any such claim, proceeding, or action. Neither party shall pay or settle any claim or action subject to the indemnity hereunder without the prior written consent of the other party. Failure to give notice, or the payment or settlement without consent, shall vitiate the indemnity provided herein.

(e) Upon Client's written request, G.A.S. shall submit certificates of insurance evidencing insurance coverage meeting or exceeding the following requirements:

- General Liability: \$1,000,000
- Workers Compensation (Coverage A) –Statutory
- Workers Compensation (Coverage B) – Employer's Liability - \$1,000,000/\$1,000,000/\$1,000,000
- Errors & Omission (E&O) - \$1,000,000
- Umbrella Liability- \$1,000,000

VII. APPLICABLE LAW

The Agreement has been made under and in all aspects shall be governed by the laws of the State of Georgia.

IX. ENTIRE AGREEMENT

This Agreement, including the attached Service Fee Schedule, constitutes the entire Agreement between G.A.S. and the Client. No representations, agreements or understandings shall be binding on either party unless specifically set forth in a written addendum agreed to by the parties.

X. INDEPENDENT CONTRACTOR

In the performance of the duties and obligations of the parties to this Agreement, it is mutually understood and agreed that G.A.S. is at all times acting and performing as an independent contractor and not as an employee of Client. Neither G.A.S. nor any of its employees and agents shall be considered an employee of Client for any purpose

whatsoever. Employees or other contractors supplied by G.A.S. shall not be eligible for any employee benefit programs of the Client and shall not have any claim under this Agreement against the Client for vacation pay, sick leave, retirement benefits, social security, workers' compensation, disability or unemployment insurance benefits, or any other employee benefits of any kind.

XI. WAIVER, AMENDMENTS AND BINDING EFFECT

This Agreement, together with any amendments or attachments hereto, shall be binding upon the parties, and the terms of this Agreement may only be modified, waived or amended by written instrument signed by both parties hereto. The failure of any party hereto at any time or from time to time to require performance of any of the other party's obligations under this Agreement shall not affect, in any manner, the right to enforce any provision hereof at any subsequent time. The waiver of any right arising out of any breach shall not be construed as a waiver of such right arising out of any subsequent breach.

XII. NOTICE

All notices, payments, and other communication required or permitted under this Agreement shall be deemed given and received if delivered by first-class United States Mail, postage prepaid and either registered or certified, and addressed:

Client:

Fayette County Board of Commissioners
140 W. Stonewall Avenue West, Suite 212
Fayetteville, Georgia 30214
Attention: Lewis Patterson

G.A.S.:

Georgia Administrative Services
1775 Spectrum Drive, Suite 100
Lawrenceville, Georgia 30043-5745
Attention: Amy Schieffelin, COO

XIII. ASSIGNMENT

It is expressly understood by both parties that this Agreement may not be assigned by either party without the express written consent of the other party.

XIV. SEVERABILITY

In the event any term or provision of this Agreement is found to be unenforceable or void, in whole or in part, as drafted, then the offending term or provision shall be construed as valid and enforceable to the maximum extent permitted by law, and the balance of this Agreement shall remain in full force and effect.

XV. EXCUSE FOR DELAY IN PERFORMANCE

Neither party shall be liable or be deemed in breach of this Agreement for any failure or delay of performance, which results, directly or indirectly, from acts of God, civil or military authority, public disturbance, strikes or fires. If any such delay continues for thirty days, then this Agreement may be terminated by the non-delaying party upon 30 days prior written notice to the other party hereto.

XVI. CONFIDENTIALITY

(a) The parties acknowledge and agree that this Agreement and each of the provisions hereof shall be treated with confidentiality and, except to the extent required by applicable law or regulations, neither party shall disclose the terms of this Agreement, or provide copies hereof, to any third party, except legal counsel, without the prior consent of the other party.

XVII. FISCAL ANALYSIS

G.A.S. shall submit monthly loss runs and check registers (the data) within five days (5) of written request by Client.

IN WITNESS WHEREOF, the parties, through their duly authorized representative have set their hands and affixed their seals on the Date(s) shown below.

Fayette County Board of

Commissioners

BY: _____

SIGNATURE: _____

TITLE: _____

Date of Execution: _____

GEORGIA ADMINISTRATIVE SERVICES, INC.

BY: Amy Schieffelin

SIGNATURE: _____

TITLE: Chief Operating Officer

Date of Execution: _____

COUNTY AGENDA REQUEST

Consent Agenda #7

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of staff's recommendation to add River Park Phase 1B subdivision to Fayette County's Street Light Program.

Background/History/Details:

The property owners in the subdivision known as River Park 1B are petitioning the Board of Commissioners to add River Park Phase 1B into the Fayette County Street Light Program.

The Board of Commissioners created Fayette County Street Light Districts in September 1983. The street light ordinance was amended in November 2014 to require a \$100 application fee and prepayment of two years worth of street light bills to cover the expenses incurred by Fayette County until the charges could be recouped with the tax bills. River Park 1B has paid Fayette County the required amounts and presented a petition representing 100% of the homeowners in River Park 1B.

There are six, one hundred watt high pressure sodium street lights located inside River Park 1B. The estimated monthly charge is \$73.50. River Park 1B has paid the \$100 application fee and the first 2 years prepayment for street lights. Once approved, River Park 1B will be added to River Park 1A Street Light District.

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to add the River Park 1B subdivision to Fayette County's Street Light Program.

If this item requires funding, please describe:

These additional lights will cost \$73.50 per month per Coweta Fayette EMC. River Park 1B has prepaid the amounts required to become a street light district until the cost may be added onto the property tax bill and the county reimbursed.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

FAYETTE COUNTY
PETITION FOR STREET LIGHTING

WE, THE UNDERSIGNED, ALL BEING PROPERTY OWNERS OF THE STREET LIGHT DISTRICT River Park 1B, DO HEREBY PETITION THE FAYETTE COUNTY BOARD OF COMMISSIONERS FOR THE PLACEMENT OF STREET LIGHTS THROUGH OUR SUBDIVISION OR STREET(S).

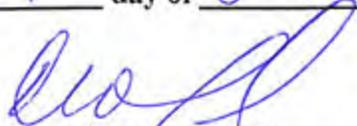
EACH OF US DOES HEREBY PLEDGE AND CONSENT TO THE LEVYING OF A LIEN BY FAYETTE COUNTY AGAINST PROPERTY WE OWN FOR THE PURPOSE OF PAYMENT OF THE COST OF AND OPERATING THE STREET LIGHTS. THERE ARE 20 NUMBER OF LOTS CURRENTLY EXISTING IN STREET LIGHT DISTRICT River Park 1B, AND EACH OWNER AS SHOWN ON THE TAX RECORDS HAS AFFIRMATIVELY SIGNED THIS PETITION OR INDICATION FOR DISAPPROVAL IS NOTED HEREIN.

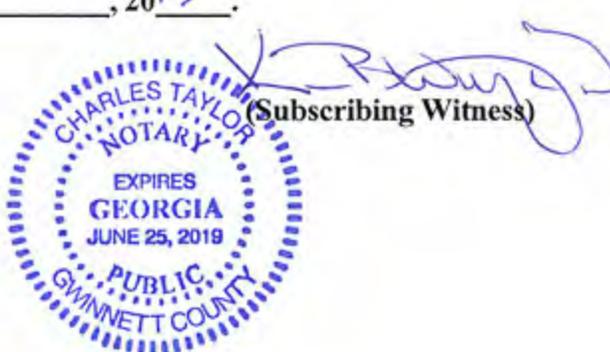
THIS PETITION REPRESENTS 20 AFFIRMATIVE VOTES, OR 100 % OF THIS DISTRICT TO BE EFFECTED IN THIS REQUEST. YOUR SIGNATURE ON THIS PETITION INDICATED THAT YOU HAVE READ AND FULLY UNDERSTAND THE REQUIREMENTS FOR APPROVAL OF A STREET LIGHT DISTRICT.

Personally appeared before me, a Notary Public, the undersigned affiant, who says on oath that he, she is one of the subscribing witnesses to the within instrument; that each of said witnesses say the execution and delivery of the same by each grantor therein for the purpose set forth; and that each of said witnesses signed the same as purported.

Sworn to and subscribed before me,

this 19th day of October, 2015.


Notary Public
Sumner County
Fayette County, State of Georgia



FAYETTE COUNTY STREET LIGHTING PROGRAM
SIGNATURE SHEET

Lot #'s 22-31 River Park Phase 1B plat
Book 48 / Page 86-92

Lot #(s)

D.R. Horton-Crown, LLC

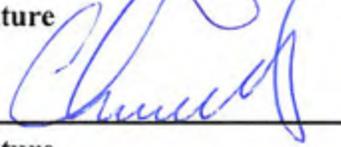
Property Owner(s)

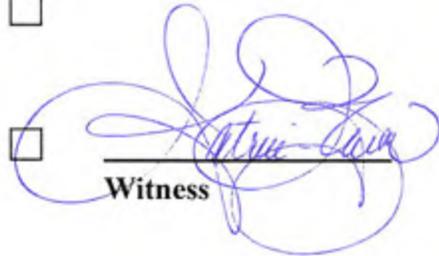
Davenport Place

(Street & No.)

Yes No (Check yes or no for each Address signature)


Signature


Signature


Witness

Lot #'s 32-35 River Park Phase 1B plat
Book 48 / Page 86-92

Lot #(s)

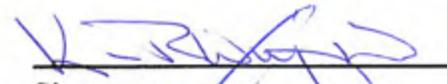
D.R. Horton-Crown, LLC

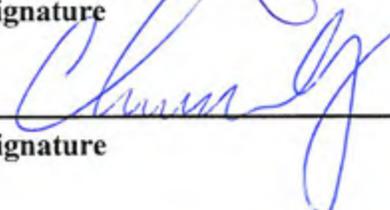
Property Owner(s)

Eastin Road

(Street & No.)

Yes No (Check yes or no for each Address signature)


Signature


Signature


Witness

FAYETTE COUNTY STREET LIGHTING PROGRAM
SIGNATURE SHEET

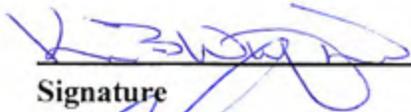
Lot #s 36-39, 98-99 River Park Phase 1B plat
Book 48 / Page 86-92

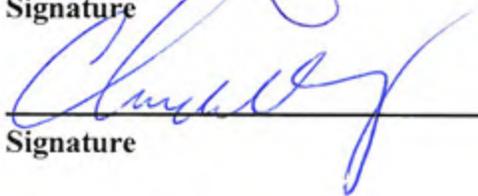
D.R. Horton-Crown, LLC

Property Owner(s)

Eastin Road
(Street & No.)

Yes No (Check yes or no for each Address signature)


Signature


Signature


Witness

~~Lot #s 40-41 River Park Phase 1B plat~~
~~Book 48 / Page 86-92~~

~~D.R. Horton-Crown, LLC~~

~~Property Owner(s)~~

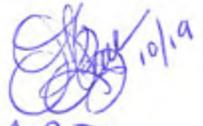
~~(Street & No.)~~

Yes No (Check yes or no for each Address signature)

~~Signature~~

~~Signature~~

~~Witness~~

 10/19
DISREGARD
LOTS BEING IN PH51A

COUNTY AGENDA REQUEST

Consent Agenda #8

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of the disposition of tax refunds, in the aggregate amount of \$1,595.53, as recommended by the Tax Assessor's Office.

Background/History/Details:

When a taxpayer feels that an error has occurred with respect to taxes paid to Fayette County on Real Estate and Personal Property tax bills, they have the right to request a Refund under O.C.G.A. 48-5-380. This request is given to the Tax Assessors' Office in order to be reviewed in detail and the appropriate recommendation(s) are then forwarded to the Board of Commissioner's for their final approval of said requests.

Pamela Richardson has requested her L1 homestead be re-enacted. Research determined that her homestead had been removed in error and corrected for tax years 2015 and forward. The recommended approved amount for 2014 is \$69.26.

Glenvor Blackson requested refunds due to a square footage discrepancy. After a field visit, the tax appraiser determined the attic area was erroneously assessed for tax years 2012, 2013 and 2014. The correct square footage has been adjusted for years 2015 and forward. The aggregate refund to Mr. Blackson is \$1,526.27.

What action are you seeking from the Board of Commissioners?

Approval of the disposition of tax refunds, in the aggregate amount of \$1,595.53, as recommended by the Tax Assessor's Office.

If this item requires funding, please describe:

The funding required will be for those refund requests where the overpayment of taxes (voluntarily or involuntarily) was a direct result of property that had previously been erroneously assessed and taxes have already been collected from the taxpayer(s).

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Refund Requests	BOC		11.12.15	(Pending)		
Owner/Parcel	Year(s)	Property	Basis for Request	Recommendation	Reason	Amount Per Year
Richardson, Pamela J. 07-1712-006	2014	Residential	Removed L1 Homestead in error.	Approve	Taxpayer came into office requesting her L1 homestead be put back on. Research determined that her homestead had been removed in error and corrected for tax year 2015 and forward.	2014 - \$69.26
Blackston, Glenvor H 04-4103-012	2012 2013 2014	Residential	Square footage discrepancy	Approve	Taxpayer requesting refund due to square footage discrepancy. After field visit, appraiser determined the attic area was erroneously assessed for tax years 2012, 2013, and 2014. The correct square footage has been adjusted for 2015 and forward.	2012 - \$516.76 2013 - \$493.07 2014 - \$516.44
Total Number Requested	4					
Total Amount Requested	\$1,595.53					
Total Number Approved	4					
Total Amount Recommended for Approval	\$1,595.53					

COUNTY AGENDA REQUEST

Consent Agenda #9

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

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.

Background/History/Details:

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

On July 23, 2015, Fayette County advertised for one upcoming vacancy on the Recreation Commission. Two citizens applied for the position. Commissioners David Barlow and Steve Brown were appointed to the Selection Committee to review the applications and they interviewed both candidates. The Selection Committee recommended the reappointment of Mr. Charles McCollum to Fayette County's Recreation Commission.

What action are you seeking from the Board of Commissioners?

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.

If this item requires funding, please describe:

Not Applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

This item was on the October 22, 2015 Agenda. A vote was held in favor of appointing Mr. McCollum to the Recreation Commission, however, there was no motion or second made pertaining to the vote.

10 am

APPLICATION FOR APPOINTMENT Fayette County Recreation Commission

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

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

Please take a few minutes to complete the form and answer the questions below and return it with a resume, if available, to Floyd Jones, County Clerk, 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 no later than 5:00 p.m. on Friday, August 21, 2015.

If you have any questions, please call (770) 305-5102.

NOTE: Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.

NAME Charles M^eCollum

ADDRESS _____

TELEPHONE (day) _____

(evening) _____

(email address)

CMC

Signature

7/29/15

Date

1. How long have you been a resident of Fayette County?
2. Why are you interested in serving on the Fayette County Recreation Commission?
3. What qualifications and experience do you possess for appointment to the Recreation Commission?
4. List your recent employment experiences to include name of company and position.
5. Do you have any past experience relating to the Recreation Commission? If so, please describe.
6. Are you currently serving on a commission/board/authority or in an elected capacity with any government?
7. Have you attended any Recreation Commission meetings in the past two years and, if so, how many?
8. Are you willing to attend seminars or continuing education classes at county expense?
9. What is your vision of the county's future related to the duties of the Recreation Commission?
10. Would there be any possible conflict of interest between your employment or your family and you serving on the Recreation Commission?
11. Are you in any way related to a County Elected Official or County employee? If so, please describe.
12. Describe your current community involvement.
13. Have you been provided a copy of the county's Ethics Ordinance?
14. Is there any reason you would not be able to comply with the Ethics Ordinance?

See attached page for answers to these questions.

Fayette County Recreation Commission Application Answers:

1. I have been a resident of Fayette County for 50 years.
2. I have been serving on the Recreation Commission since September 1, 2007. My love for sports and fitness has driven me to be a part of the commission. My goal is to serve my county and assist the Parks and Recreation the best I can and for as long as I can. I want to be able to assist the citizens in our county to continue to improve their health and life style by being there to help them in any way we as a commission can.
3. I feel that I have a lot of knowledge and experience in sports and fitness. During my 20 year law enforcement career here in Fayette County I was a certified Health and Wellness Instructor for Law Enforcement Officers which allows me to be able to understand and support the importance of our citizens having facilities for exercise and playing sports. I was on the Board of Directors for the Fayette County Baseball for over 11 years with 8 years as President. I played baseball and football in the Fayette County programs from the age of 6 until I was 16.
4. Fayette County Sheriff's Office for 20 years (1983 – 2003), Aqua Design Systems for the past 12 years (2003 – present)
5. I have been serving as a Recreation Commission for the past 8 years and before then, I attended the meetings while serving as the president of baseball. I assisted in writing the Youth Association Park and Recreation Policy and Procedure Manual and understand what is required to be a recreation commissioner.
6. I am currently the Chairman of the Fayette County Recreation Commission.
7. I have attended the meetings for the past 8 years.
8. Yes. I am always looking for the opportunity to learn and improve.
9. To continue to serve the citizens, Board of Commission, and the staff of the Parks and Recreation in the improvement of our parks and facilities. Offer answers, suggestions, and solutions for the needs of our county to maintain and improve our parks and programs.
10. No conflicts at all.
11. No to being related to an elected official and Yes to County employee. My wife Sheriff Department employee
12. Serving on the Recreation Commission, very active in breast cancer awareness and funding raising. Volunteer through my church with helping local Habitat for Humanity Programs.
13. Yes
14. No problem at all. I have also received a copy of the Recreation Commission Code of Ethics in the Recreation Commission Manual and have no problem complying with it.

Consent Agenda #10

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
Patrick Stough, Assistant 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

October 22, 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 October 22, 2015 Board of Commissioners meeting to order at 7:01 p.m.

Invocation by Commissioner Steve Brown

Commissioner Brown offered the Invocation.

Pledge of Allegiance

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

Acceptance of Agenda

Commissioner Brown moved to accept the Agenda as written with the addition of the Special Called Meeting Minutes for October 19, 2015 as Consent Agenda Item 4A. Commissioner Barlow seconded the motion. No discussion followed. The motion passed 5-0.

PROCLAMATION/RECOGNITION:

There were no items of Proclamation / Recognition.

PUBLIC HEARING:

Zoning Administrator Dennis Dutton read the *Introduction to Public Hearings for the Rezoning of Property* into the record and he introduced the first item of Public Hearing to the Board. A copy of the *Introduction to Public Hearings for Rezoning of Property*, identified as "Attachment 1," follows these minutes and is made an official part hereof.

1. **Public Hearing on Ordinance 2015-12 to amend the Fayette County Code of Ordinances, Chapter 110, Article V. Conditional Uses, Nonconformances, Transportation Corridor Overlay Zone, and Commercial Standards, Sec. 110-169. Conditional Use Approval. X. Home Occupation to allow a barber shop or beauty shop as a home occupation.**

Zoning Administrator Dennis Dutton stated that the proposed ordinance was considered by the Planning Commission and that the Planning Commission approved it with a 4-1 vote. He explained that the home occupations would be limited to only one chair and only eight persons per day, and he stated the home businesses would have to be approved by the Health Department. He said the opposition vote was concerned about the impact to environmental health. Mr. Dutton told the Board that this proposal had once been allowed in Fayette County's Zoning Ordinance but was removed around 2009 at the advice of legal.

Rhonda Ramos: Ms. Ramos said she was making this request since she has a disabled son who requires her to stay home and since she wanted to do the right thing. She stated that her business would have a private entry and she would be willing to live with the proposed restrictions. She said she met with both Mr. Dutton and with Mr. Robert Kurbes of the Health Department and she was required to add additional drain lines to her property for the business. She concluded that there are several surrounding counties that make this provision.

No one else spoke in favor of or in opposition to the proposed ordinance.

Commissioner Barlow moved to adopt Ordinance 2015-12 to amend the Fayette County Code of Ordinances, Chapter 110, Article V. Conditional Uses, Nonconformances, Transportation Corridor Overlay Zone, and Commercial Standards, Sec. 110-169. Conditional Use Approval. X. Home Occupation to allow a barber shop or beauty shop as a home occupation. Commissioner Rousseau seconded the motion.

Commissioner Brown was concerned about this proposal because there could be parking problems on certain lots and in certain neighborhoods and because there was uncertainty on how to enforce the ordinance. Commissioner Ognio said his biggest concern was that the proposed ordinance applied to all zoning districts. He explained that he would not have a problem if the ordinance applied to the larger lots and he agreed with Commissioner Brown that parking could be an issue.

Ms. Ramon returned to the podium and asked if the proposal could be limited in some way that would allow passage while addressing the Commissioners concerns. Commissioner Brown reiterated his concern with parking and disruptions to neighborhoods and he suggested an amendment to the motion to limit the allowance to three-acre lots. Mr. Dutton replied that, currently, general contractors who have large equipment are allowed to operate from their homes regardless of zoning and that home occupations are not limited by their acreage. Commissioner Brown stated that he was not talking about changing current ordinances but that this proposal could be limited. Mr. Dutton replied that it would create additional work, would affect other home occupations, and would single out hair care businesses.

Chairman Oddo stated that the request did not give him heartburn since he could not anticipate a problem, therefore, he did not see why the request should be denied. Commissioner Brown stated the "Bed and Breakfast situation" took nearly eight months to resolve with ordinances and neighborhood protests that resulted in massive restrictions in the neighborhood. Chairman Oddo replied that there were already restrictions in the proposed ordinance and that the proposal would not be any more cumbersome than someone inviting friends over.

Commissioner Rousseau asked for a history of the issue. Mr. Dutton replied that home occupation for these purposes was allowed in the 1980 Zoning Ordinance and it was unlimited with respect to the numbers of chairs and appointments. He stated that when he worked in the City of Power Springs, the Planning Commission and the Board of Commissioners approved each home occupation, and he concluded other counties have ordinances in place like the one proposed to the Board.

Commissioner Barlow called for the vote.

The motion to adopt Ordinance 2015-12 to amend the Fayette County Code of Ordinances, Chapter 110, Article V. Conditional Uses, Nonconformances, Transportation Corridor Overlay Zone, and Commercial Standards, Sec. 110-169. Conditional Use Approval. X. Home Occupation to allow a barber shop or beauty shop as a home occupation passed 3-2 with Commissioners Brown and Ognio voting in opposition. A copy of the request and Ordinance 2015-12, identified as "Attachment 2," follows these minutes and is made an official part hereof.

2. Public Hearing on Ordinance 2015-13, amending Fayette County's Code of Ordinances, Chapter 110. Article III. General Provisions Sec. 110-94. Buffer, eliminating buffers adjacent to places of worship, colleges and universities, hospitals, private schools, child care facilities, cemeteries, recreation centers and similar institutions registered with the Secretary of State and in A-R or residential zoning districts.

Zoning Administrator Dennis Dutton stated there is a private school that wants to buy a five-acre parcel of land from a church in order to develop its campus. He said that upon developing the preliminary plat it was discovered that there is a hardship to the church and school. He explained that churches, schools, and other such uses are considered non-residential, even though they are allowed in residentially zoned areas, but they must meet all required buffers in order to protect the neighborhood. He explained that the school wanted to locate next to the church in the residentially-zoned area but, given the required buffers, there would be an aggregate 200-foot buffer separating the church and the school with no ability to grant a variance. He said the county already allows for churches to build next to governmental structures or property without buffers so staff saw this recommendation as a possibility to address the current hardship. He said the proposed ordinance would allow non-residential uses to be next to each other with reduced buffers and without the imposed hardship.

Stephen Carpenter: Mr. Carpenter, Senior Pastor at Christ Church at Whitewater, stated the church has twenty-five acres with a subdivision significantly behind the property. He stated the church has entered into a long-term agreement with Kronos Academy, which is a private, Christian school. He said the school planned to use the church's property, playing fields, gymnasium, and classrooms, and he said the school wanted five acres of the property to begin construction next year for its classrooms. He closed by explaining the aggregate 200-foot setback, as required, eliminated the use of the five-acres between the church and school.

No one else spoke in favor of the proposed ordinance.

Mary Carroll: Ms. Carroll stated that the buffer was based on looking at governmental properties abutting churches and other structures, but she was concerned that if structures were allowed to be near truly residential properties then it would decrease the values of those residential properties.

No one else spoke in opposition to the proposed ordinance.

Commissioner Brown said there were a couple of instances related to churches where a church had a house on its property after it purchased a large agricultural lot but there were problems since there were buffer requirements between the house and the church that did not make sense since they had the same owners. He said the county is getting into problems where uses that can be contiguous with each other and can benefit each other are made impossible. He agreed that the subdivisions needed to be protected but stated the areas between schools and churches should be allowed uses and not "buffered out of existence."

Commissioner Brown moved to adopt Ordinance 2015-13 as written. Commissioner Ognio seconded the motion.

Mr. Dutton clarified that the proposed ordinance would not change the existing buffers between non-residential structures and residential structures. Commissioner Brown added that he has seen scenarios where private cemeteries wanted to be next to a church but could not because of the buffers even though there would be no interference between the two uses. Chairman Oddo asked what would happen if there are two non-residential uses but one of the uses terminated and returned to a residential use with no buffer. Mr. Dutton replied, given that scenario, there would be no way to require the properties to include a buffer at that time. Commissioner Brown added that under that scenario the purchaser would be buying the property knowing what the buffer is.

Commissioner Ognio expressed concerns with the wording "similar institutions" in the ordinance. Mr. Dutton replied that the wording "similar institutions" captured a variety of non-profit recreation centers like YMCAs. Commissioner Ognio stated he wanted the proposed ordinance returned to the Planning Commission for rewording. Commissioner Rousseau agreed with Commissioner Ognio's request. County Administrator Rapson suggested that the proposed ordinance be tabled to January

28, 2016 to give time for the Planning Commission to address the concern, however, there was additional concern that the suggested date could interfere with the school's schedule. Chairman Oddo added that he wanted to table the ordinance in order to make it right.

Commissioner Rousseau moved to table Ordinance 2015-13 to January 28, 2016. Commissioner Barlow seconded the motion. Mr. Rapson asked for the motion to be amended to allow the ability for staff to bring the petition to the Board prior to January 28, 2016. Commissioner Rousseau amended his motion to allow staff to bring the petition back to the Board before January 28, 2016 if possible.

Commissioner Brown then moved to send the draft ordinance back to the Planning Commission, for the Planning Commission to review the language, for the Planning Commission to expedite the ordinance if possible, and for the ordinance to return to the Board of Commissioners for consideration on or before January 28, 2016. Commissioner Rousseau seconded the motion. No discussion followed. The motion passed 5-0. A copy of the request, identified as "Attachment 3," follows these minutes and is made an official part hereof.

CONSENT AGENDA:

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

3. **Approval of staff's recommendation to authorize the Fayette County Juvenile Court to accept a grant award from the Criminal Justice Coordinating Council, in the amount of \$99,000.00 and for a grant period from October 1, 2015 through September 30, 2016, and authorization for the Chairman to sign grant related documentation. Copies of the request and grant award documentation, identified as "Attachment 4," follow these minutes and are made an official part hereof.**
4. **Approval of the October 6, 2015 Board of Commissioners Meeting Minutes.**
- 4a. **Approval of the October 19, 2015 Board of Commissioners Special Called Meeting Minutes.**

OLD BUSINESS:

5. **Consideration of options for prominently displaying the national motto "In God We Trust" in the Public Meeting Room. This request was tabled at the September 24, 2015 Board of Commissioners meeting.**

Commissioner Barlow moved to approve Option #11 of the provided proposals. Commissioners Brown and Rousseau seconded the motion.

Dan Vines: Mr. Vines asked the Board to vote "none of the above" on the proposed options and to let the issue of displaying the motto in the Public Meeting Room to "die on the vine." He spoke about how the motto is not representative of those who have differing religious than in the "Abrahamic" God or no religious beliefs at all, and he stated that as Fayette County becomes more diversified the motto would be less representative of the people. He suggested that the motto was going to be displayed for political purposes and he asked if the Board's motivation to display the motto was based on personal religious beliefs or for a net benefit to the County. He stated that if the motivation was based on religious beliefs then it would be unconstitutional and if the motivation was for a benefit to the county then the claim would be dubious at best. Mr. Vines ended his comments by suggesting a better motto to display would be the County's motto, "A History with A Future," since it would be better in the Public Meeting Room than the United States' motto would be.

Daniel Solly: Mr. Solly, President of Classic World Travel, said the meeting began with a prayer and the pledge, and that both invoked God. He said neither invoked any religious tenants but rather acknowledged that there is a higher power. He said any religion that says "I serve God" is covered. He stated that some of the discussions that he has seen on-line shows concern that public money will be spent to display the motto. Mr. Solly then stated that Classic World Travel is prepared to fully fund the placing of the motto.

David Richardson: Mr. Richardson, President of the Assumptions Institute, stated that in recent weeks there have been questions about the propriety of the artwork and if it promotes religion through the government entity. He stated that whether or not the motto is displayed there is no religious neutrality. He explained that modern re-interpretations of the First Amendment advocate for religious neutrality, and while some think religious neutrality is noble and high-minded, religious neutrality is a myth and cannot be maintained. Mr. Richardson stated that everyone makes foundational assumptions, even though people rarely talk about them, and that foundational assumptions are assumed to be true and are taken on faith. He said the question is not “if we assume but how do we assume” and whether those assumptions are true. He stated that the motto is a statement driven on the assumption that there is a God, there is a creation, and they can be told apart. He said the assumption maintains there is a relationship between God, man, and the universe, and he said those who do not hold those assumptions actually hold and govern from other assumptions. He said every religion makes assumptions and that every person and entity, even atheists, has assumptions that govern how they answer foundational questions. He concluded that, given the foundational concepts, everyone is religious including those who claim not to be religious. Mr. Richardson stated that if the Board does not promote “In God We Trust” it necessarily will promote something different since it will trust in something. He repeated that there is no such thing as religious neutrality and he asked, rather than pretending not to promote religion, why not be open to what religion is being promoted.

Arnie Geiger: Mr. Geiger stated he has lived in Fayette County since 1977 and he felt each and every Commissioner who has been elected should represent the majority of the people of Fayette County. He felt the majority of the people wanted to see the motto displayed. He stated that the First Amendment interpretation has been eschewed when it comes to what Thomas Jefferson meant about freedom of religion and he repeated that the Board should represent the citizens of Fayette County and not one individual.

Commissioner Barlow stated in 1970, the 9th Circuit Court of Appeals heard *Aronow v. the United States*, which was a challenge to the constitutionality of the “In God We Trust” motto on United States currency. He reported that the court ruled that *In God We Trust* is of a patriotic or ceremonial character and bears no true resemblance to a governmental sponsorship of a religious exercise and that it is excluded from First Amendment significance because the motto has no theological or ritualistic impact. Commissioner Barlow then read Genesis 1:1 and he said he did not consider it a religious thought to believe that verse.

The motion to approve Option #11 of the provided proposals passed 5-0. A copy of the request, identified as “Attachment 5,” follows these minutes and is made an official part hereof.

NEW BUSINESS:

6. **Consideration 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.**

[Clerk’s Note: There was no motion or second for this Agenda item. This Agenda item will be returned to the November 12, 2015 Agenda for a vote.]

Commissioner Brown stated that Mr. McCollum has been stalwart on the Recreation Commission, has participated in the leadership of several sports associations, has one of the most outstanding attendance records of those on the Recreation Commission, and has been elected by his peers on several occasions to the chairman of the committee. He said it would be very hard to find someone to best Mr. McCollum since he is well-experienced.

The motion to accept the 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 passed 5-0. A copy of the request, identified as “Attachment 6,” follows these minutes and is made an official part hereof.

7. Consideration of the Town of Tyrone's annexation of four (4) lots consisting of 337, 341, 349 and 359 Old Senoia Road, and the rezoning of said lots from C-H (Commercial-Highway) to M-1 (Light Industrial.)

Zoning Administrator Dennis Dutton stated that the Town of Tyrone planned to annex four lots. He said the lots were islands that were surrounded by the Town of Tyrone and backed to the City of Peachtree City. He reported staff had no objection to the annexation. Commissioner Brown added that current law would not even allow for the islands to be corrected and several people agreed with Commissioner Brown.

Commissioner Ognio moved to approve the Town of Tyrone's annexation of four (4) lots consisting of 337, 341, 349 and 359 Old Senoia Road, and the rezoning of said lots from C-H (Commercial-Highway) to M-1 (Light Industrial.) Commissioner Barlow seconded the motion. Brief discussion followed. The motion passed 5-0. A copy of the request, identified as "Attachment 7," follows these minutes and is made an official part hereof.

8. Consideration of staff's recommendation to award Bid #1030-B: Harp Road at SR 85- Intersection Improvements, to McCoy Grading, Inc. for the bid amount of \$699,497.25, to add auxiliary turn lanes and a traffic signal at the intersection of Harp Road and State Route 85.

Public Works Director Phil Mallon stated this proposed project was a Transportation Special Purpose Local Option Sales Tax (SPLOST) project dating back to approximately 2003. He said it is a safety project first but that it would provide operational efficiencies. He explained the project was a joint project with the Georgia Department of Transportation (GDOT) that required Fayette County to acquire right-of-way, perform utility relocations, and to do the drainage, grading and paving work. He said the state would install the poles and signals. Mr. Mallon stated that, when complete, every approach to the intersection would have a left-turn lane, a through-lane, and a right-turn lane with pedestrian crosswalks. He said the project was designed through Mallet Consulting, was put out to bid, and that three contractors responded to the bid. Mr. Mallon concluded that the project would be paid for from SPLOST 320 fund and that the project would be the last major project funded from SPLOST 320 fund since there would be only a small amount of money left for street resurfacings.

Commissioners Brown and Ognio stated the project was long overdue. Chairman Oddo asked how long the work would take. Mr. Mallon replied that he would have that information later but he speculated the work would begin in January 2016. Commissioner Ognio asked if the right-of-way had already been acquired. Mr. Mallon replied that it had been acquired.

Commissioner Ognio moved to approve the recommendation to award Bid #1030-B: Harp Road at SR 85- Intersection Improvements, to McCoy Grading, Inc. for the bid amount of \$699,497.25, to add auxiliary turn lanes and a traffic signal at the intersection of Harp Road and State Route 85. Commissioner Barlow seconded the motion. No discussion followed. The motion passed 5-0. A copy of the request, identified as "Attachment 8," follows these minutes and is made an official part hereof.

9. Consideration of a Fiscal Year 2016 budget amendment of \$471,457.00 to include a two-percent (2%) cost-of-living increase effective November 1, 2015 for eligible County employees.

Commissioner Rousseau moved to approve a Fiscal Year 2016 budget amendment of \$471,457.00 to include a two-percent cost-of-living increase effective November 1, 2015 for eligible County employees. Commissioner Barlow seconded the motion.

Commissioner Brown stated that he had placed information on the dais including a newspaper article from October 19, 2015 entitled "Social Security Flat." He said part of the article stated Social Security would not give an increase in benefits in 2016 because inflation has been extremely low in 2015 since gasoline prices declined sharply holding down overall prices in the economy. Commissioner Brown summarized the article saying the cost of living was been essentially flat. Commissioner Brown then stated there was another article from the Atlanta Journal-Constitution, dated October 19, 2015, entitled "Rising Payouts Cut into Pensions." He stated that the article reported about a growing concern where state and local jurisdictions are not prepared for what is to come. He said the State of Georgia is shocked that the workforce is getting older and it is wondering how to pay the pensions of those who are following. Commissioner Brown stated that the Board has to look well beyond the future when it puts "these things together" to make sure the County can accommodate all expenses that will occur

down the road. Commissioner Brown said he would not support the motion since the Board had already approved a 2% one-time bonus so that no one would take a loss. He mentioned the Board had also approved a 2% Cost of Living Adjustment (COLA) and a 2% one-time bonus for Fiscal Year 2015. He concluded that if the Board passed the COLA then it would need to raise the revenues since the COLA would be a recurring cost to be funded in future years. Commissioner Brown closed stating that currently the funding would be taken from line items but, eventually, there would have to be enough revenue to fund the costs in future years.

Commissioner Ognio stated he voted against this recommendation when the budget was presented earlier in the year and that he would vote against it again. He agreed with Commissioner Brown stating the employees had received a 2% COLA and bonus in Fiscal Year 2015 and a 2% bonus in Fiscal Year 2016. He stated that the private sector has stopped providing COLAs and instead bases its pay increases on merit. He acknowledged that the County has excellent staff that does a great job but he stated the proposed costs would continue into future years. He stated that the information about Social Security indicated there would be a bigger burden on the citizens one way or the other, and he closed by suggesting if 2% COLAs were given each year then the financial burden on the county would become unsustainable.

Commissioner Rousseau asked County Administrator Steve Rapson to respond to the expressed concern. Mr. Rapson replied that the Board should remember that in July 2015 Fayette County was the only governmental entity, out of all of the municipalities and the school board within the county, that did not have a property tax increase and that rolled back the millage rate. He explained that rolling back the millage rate meant the County captured approximately \$700,000.00 instead of the available \$2.1 million dollars, and that action saved the citizens from \$1.4 million in property taxes. He stated that, additionally, staff had presented a balanced budget based on new revenues coming in versus expenditures. He said at the beginning of the 2016 Fiscal Year, when the full COLA was under consideration with a July 1, 2015 trigger date, the proposed budget added roughly \$400,000.00 of fund balance to the general fund but when the budget was approved without the COLA the \$400,000.00 addition grew the fund balance to \$860,000.00. Mr. Rapson stated that the currently proposed November 1, 2015 COLA would decrease the fund balance to \$551,000.00 with the net effect being \$500,000.00 being added to the fund balance, and he added there are no budget lines where the money is coming from and no reallocation of any of the existing expenditures.

Mr. Rapson stated that there had been concerns raised about payouts and cuts and pensions but he stated that Fayette County is not in the same situation others are in since its retirement fund is the only fund in the State of Georgia that is overfunded based on previously making major changes to the pension fund. He agreed with Commissioners Brown and Ognio that he too worries about balancing budgets in years three and four and he shared their concerns. Mr. Rapson explained that the County's digest grew over 12% during the previous year and, even given the rollback, the County netted \$700,000.00. He projected that in the coming year, even if the county only had half of last year's growth and if only half of that growth was new growth instead of assessments, then the County would have somewhere between \$1 million and \$1.5 million in property taxes to address the proposed \$400,000.00 increase to the general fund. He added all the primary funds are balanced and this adjustment would still add \$1.7 million to the bottom line in all those funds.

Mr. Rapson next stated that Fayette County has the best staff, that the staff is not bragged about enough, and that people do not hear enough about them. He told the Board that at a recent Department Head meeting he told the staff that it sometimes does not do a good job at "hitting pause and looking at where we've been," but that the county is radically different than where it used to be. He said he has twenty-six Department Heads who are at the top of their games and while he appreciated Commissioner Brown's and Commissioner Ognio's statements he did not believe a 2% COLA is really appreciating the employees as much as they need to be.

Mr. Rapson concluded his remarks by reminding the Board that the legislatures and governments will determine whether or not COLAs will increase at some point in December and he agreed there are some who are speculating there may not be an increase in 2016. He clarified, however, that the county's budget straddles the calendar year with six months being in 2015 and six months being in 2016 and that Social Security gave a 1.7% increase for 2015. He finished his comments by pointing out that if the comparisons and decisions are made based on when Social Security gives COLAs, then for six years the county employees did not receive COLAs even when Social Security increased COLAs for each of those six years.

Commissioner Ognio stated that the employees received a 2% COLA last year when the Consumer Price Index (CPI) was 1.49%, plus the employees were given a 2% bonus. He said when he looks at the budget and when he hears that the last SPLOST funds are going to go to fund an intersection project, he then wonders where the next funds are coming from for the next red light. He maintained that the County has to control its spending so it can fund the various projects. He said he saw a lot of Capital Improvement Projects (CIP) that have been completed and there were a lot of funds used to complete the projects in order to fix stuff that has been neglected. He stated there are funds that need money since so much was used to make the upgrades, and he emphasized that while he could not fix the stuff that happened before he was on the Board that the Board had been very fair to the employees. He reiterated that he did not want to see the Board get out of financial control but he felt if the County gave "two-percent over two-percent" then it would go out of control. Commissioner Ognio repeated that businesses no longer provide COLAs but rather offer merit increases since they found they could no longer afford COLAs. He concluded that the county needs to be very careful about how it goes about spending its money.

Commissioner Brown said he has been in two governments, both of them are Aaa rated, and Mr. Rapson had been with him in both those governments. He said he would not apologize for being frugal and extremely financially conservative, and he reported he has never left a business or governmental entity that was not better off financially than when he got there. He stated that everyone needed to remember that in the previous years there was a recession and the county lost over \$1 billion in valuation in the digest. He said when \$1 billion is lost that is "four hits to the bow of the ship and the county was bailing water as fast as it could." Commissioner Brown said he understood there were extenuating circumstances, but the recession affected the United States, most of Europe, and most of Asia. He said he understood the county did not give COLAs during those years but neither was anyone else. He reminded everyone that the current Board chided its predecessors for doing things that were not fiscally responsible and he asked the Board not to repeat the same mistakes.

Commissioner Barlow stated that after he took office in January 2013 he did what he thought all Commissioners should do, namely, go to each of the departments and introducing himself. He said he found out that he was the only Commissioner who had ever done that. He said he met the Department Heads and found they were "a little bit down" since they did not know what their future held since three new Commissioners were coming to the Board along with a new County Administrator. He said the first staff meeting he attended was one where everyone had their heads down and everyone was concerned and wary about what was happening. Commissioner Barlow reported that he told the Department Heads that he did not have all the answers but that God had called him to the position of Commissioner and that God was in control. He stated that the Board had the opportunity to right some things, and he reminded the people that former Commissioner Coston was in favor of the COLA but she missed the meeting when the COLA was discussed because she went into the hospital. He emphasized that this consideration was overdue and needed to be done. Commissioner Barlow then spoke about several employees and how he has received positive feedback about the employees. He said a 2% COLA increase is not something that people take lightly, but he thought the county was in a position to bless the citizens by giving its employees encouragement and to treat them with deserved respect. Commissioner Barlow reminded the Board that when it came on board in 2013 there had been thirty-two early retirees whose positions were not backfilled. He said many of the departments were understaffed but the employees did not complain but rather they hunkered down and provided the same quality service to the citizens without additional help. He acknowledged some of the positions have since been filled and the work is being done more efficiently meaning the employees do not have to work from 7:00 a.m. to 7:00 p.m. He concluded that he would enthusiastically support the COLA for the citizens and employees.

Commissioner Rousseau said he shared the comments of his colleagues in many respects. He agreed with Commissioner Brown that the Board has a fiduciary responsibility to the citizens of the county, but he added that the Board has an equal responsibility to the employees and to take care of those who take care of the citizens. He thought the Board needed to be responsible in looking into the future but added that the responsibility also extends to the employees. Commissioner Rousseau mentioned that comparing private industry to the public employees is apples to oranges in many respects. He said that since the time he has been on the Board he sees that staff "brings it" and staff is constantly looking for best practices and ways to do things better. He said he could support the motion after talking to the Finance Department and looking at future budgets. Commissioner Rousseau concluded that it is critically important, as the County moves to the future, for the County to look into how to attract future talent as well as how to retain its current talent.

Commissioner Brown stated that the Board rolled back the general fund millage rate but kept other funds' millage rates in check. He mentioned that the almost \$40,000.00 will come from the Water System to fund the proposed COLA even though there are severe problems and maintenance issues that still have to be addressed in the Water System. Commissioner Rousseau replied to Commissioner Brown that he would be remiss if he did not speak of all of the good things that the Water System has done to bring the County back into compliance and in getting the staff certified. He said those were major accomplishments in restoring trust for such a valuable resource as water.

Commissioner Ognio stated there is a reason to discuss COLAs during the budget process since there is a better idea of what is in the budget. He pointed out that Commissioner Rousseau was new to the Board and may not have looked line item by line item at the budget. He understood Commissioner Rousseau had talked to the Finance Department but he encouraged Commissioner Rousseau to look closely at the budget's line items to determine whether or not the money is available.

Commissioner Rousseau said the topic was about needs like bricks and mortar and supplies and equipment, but he stated that the Board cannot leave out its people from the equation. He said he found there was money set aside for the COLA. He clarified this was not about pandering to employees but rather it was about attracting and maintaining quality people who give services to the people in the county. He mentioned he was not hearing "doom and gloom" from the professional staff even though he was hearing it from the Board.

Commissioner Ognio rejected the notion that the County was not looking after its employees and he reiterated how the employees received bonuses and a 2% COLA in Fiscal Year 2015, but he cautioned the Board needs to be careful how it uses the citizen's money. Commissioner Rousseau replied that if he gave the implication that the Board did not care about its employees then he would take his comments back, but he repeated that the employees are part of the equation.

Mr. Rapson stated that there is not an expenditure that goes out of the county that is not scrutinized and looked at from a cost-containment perspective. He said one reason the County has been so successful is because the costs have been scrutinized resulting in clean audits and an Aaa bond rating. He said those results are a reflection of the fiscal stewardship that he embraces and he stated that if there is a concern that there would be a change in his approach to fiscal responsibility then he could assure everyone there would be no change while he remains County Administrator.

Commissioner Brown replied this is not a "do you love the employees or do you not love the employees issue." He said this is about juggling five balls at one time and "trying to make it all float." He said he has a deep respect for the employees even though there were philosophical differences on the dais. He said the employees are genuinely appreciated and he stated that the county is "a heck of a lot better off" than when he came to the board five years ago. He said he voted against every budget that was put forward since he thought they were unsound and the practices were not in good keeping with financial discipline. He said he was not trying to sound doom and gloom and he was not trying to say the employees were bad and he was not trying to cast a dim light on anyone. He said when the opportunities and revenues are available then the matters can be considered.

Chairman Oddo stated that he made his comments during the budget discussions held in June 2015 and he had not changed from his position. He stated that in any successful venture the employees have to be part of the mix and the formula. He said he appreciated the comments from the Board, clarified he is "not an automatic COLA person," and agreed the COLA was justified. He understood that Social Security may not go up in 2016, but he pointed out that in the years when staff did not get COLAs Social Security COLAs did go up. He emphasized that the Board cannot use the possible fact that Social Security may not go up in 2016 as justification for not giving COLAs since the Board needs to use both sides of the equation. He then challenged the Board and audience to stand up if they believed gas prices would not go back up. No one stood. He acknowledged gas prices are down to historic lows but he suspected they would not stay down much longer. Chairman Oddo stated that he too was frugal and that was why a few months ago he voted against the park Commissioner Brown had proposed that would have cost around \$325,000.00. He stated that when the issue comes down between a park and staff then one was more important than the other. Chairman Oddo reiterated that staff had earned the 2% COLA and he believed the county would be able to handle the COLA in future years.

Frank Gardner: Mr. Gardner said he heard comments made that three years ago there was early retirement and staff had to work extra hours. He pointed out that three years ago people lost their jobs and did not just retire. He said he worked as a laborer, not as a supervisor, after he moved from California to Georgia and that he worked many afternoons that he did not get paid for because he could not do everything he was supposed to do during the eight hours. But at least he had a job. He said last year nobody stated who would get the increases, but after the COLA was not approved there was an article in the newspaper that all the administrators and supervisors would forego their 2% COLA for their lower-end people to get the money. He asked how many were in the audience who would maintain their willingness to forego their two-percent COLA. Mr. Rapson interjected that all of the Department Heads would give up their COLA. Mr. Gardner suggested that the Department Heads do not meet the criteria for "qualified people." He said he would support the COLA for the employees in the ditches but he would not support a COLA for the "high-paid directors who are getting \$200.00 a month raises while the person in the ditch gets \$2.00." He asked the Board to think about what it is doing and he suggested that if two-percent were provided to the workers and one-percent to the supervisors then it would make better sense. He pointed out that next year is an election year and there is a lot going on in preparation for the election. He said he had not heard anyone talk about District Voting at the meeting and that the Board needed to spell out where the two-percent COLA was going to since it was hard to see how the checkbook could be opened to write the checks.

The motion to approve a Fiscal Year 2016 budget amendment of \$471,457.00 to include a two-percent cost-of-living increase effective November 1, 2015 for eligible County employees passed 3-2 with Commissioners Brown and Ognio voting in opposition. A copy of the request, identified as "Attachment 9," follows these minutes and is made an official part hereof.

10. Consideration of staff's request to change protocol on creating and amending county policies and procedures.

County Administrator Rapson said this matter was tabled from the September 10, 2015 meeting. He reminded the Board that in 2013 the Board delegated authority to the Human Resources Director and to himself, as well as to the Chief Financial Officer, to amend policies in an effort to help streamline the County government. He said over the course of the first year all of the policies were changed and since then about four or five policies have been changed. He said the policies are red-lined and shared with the current Chairman and then the policies are given to the Department Heads for vetting before they are approved. He said he met with Commissioner Ognio and they came up with another hybrid of accomplishing the same thing. He explained one of the issues shared by both Commissioners Brown and Ognio was how citizens would know of policy changes. He said the recommendation was to provide the amended policies and procedures on the Agenda so they would be published with the Agenda allowing the citizens to see the changes prior to being adopted. Commissioner Rousseau asked if the changes would be on-line as well. Mr. Rapson replied that the changes would be on-line and they would be seen as part of the normal Agenda that is posted to the website on the Friday prior to a Board meeting.

Commissioner Brown moved for all newly-created and amended policies and procedures to go before the Board of Commissioners for consideration and approval via vote in an official meeting. Commissioner Ognio seconded the motion.

Commissioner Ognio stated that he took the time to review all of the policies and procedures and one of the problems he had pertained to policies governing the Board of Commissioners. He said it was "organizationally wrong to have staff controlling stuff that pertains to the Board even if it is red-lined." He reported that he had reviewed the policies and procedures and made a list and comments. He said his first thought was to pull out the policies and procedures that pertain to the Board while leaving the others to the County Administrator but the more he thought about it he felt all the policies and procedures needed to be taken back over by the Board. He stated that the County Administrator had done a great job with the changes he made to the policies and procedures since it helped get the county to where it is now, but he repeated it was time for the Board to take over this duty. He said he found several changes that need to be made to the policies and he mentioned that one of the policies needed to be an ordinance. He mentioned he would begin bringing policies to the Board. He reiterated that because of the organizational chart it is prudent for the Board to vote on the policies and procedures.

Commissioner Rousseau asked if the Board already has the ability to review the policies and to make changes and adjustments to the policies. He clarified his question by asking if the Board went through the policies and felt there was a need for change did it have the ability to make the change. Mr. Rapson replied that the changing of policies had been delegated to staff but ultimately they are the Board's policies.

Commissioner Ognio stressed that based on the organizational chart, staff should not be changing policies affecting the Board of Commissioners. Commissioner Rousseau asked if the Board ultimately approved the policies and Commissioner Ognio stated that the Board does not approve the policies. Commissioner Brown added that given the current situation the new and amended policies do not even have to be on an Agenda since the County Administrator can approve the policy by himself. Mr. Rapson stated that policies have not been approved by him during his three years but Commissioner Brown countered that policies have been approved by Mr. Rapson. Mr. Rapson countered that Commissioner Ognio had added two or three suggestions to be added to the existing policies after he took the time to read all the policies. He added that the Board can make changes to the policies but at the end of the day it is up to the Board to ratify the policies and that the policies are noted in the weekly updates he provides to the Board.

Chairman Oddo stated that the Board of Commissioners can decide on anything it deems it should in running the county. He said when there is a County Administrator who is doing a good job then the Board gives the Administrator the ability to run the county efficiently. He stated that the proposal would allow the Board to see the new and amended policies and would give the Board the ability to pull the policies if needed. He added that the Board does not need to be micromanaging the County but that each Commissioner would have a week to review the policies to determine if they should move forward. He thought the current proposal was a very good compromise.

Commissioner Brown read the following comments into the record:

I was shocked when I saw the new version of this tabled agenda item which is supposed to be about changing the protocol on creating and amending county policies and procedures.

This looks like a "bait-and-switch" deal where the title of the agenda item remained the same, but the action of changing the protocol was high-jacked and replaced with an amendment to policy section 100.03, giving guidance on how to prepare a meeting agenda.

On the original County Agenda Request sheet from the September 10, 2015 Board of Commissioners meeting, the County Administrator had included, "**Staff recommends any new and amended policies and procedures go before the Board for its consideration and approval.**" That line was omitted from the sheet we have tonight.

County Administrator Rapson personally committed prior to the September 10 meeting on a return to the Board of Commissioners voting on new and amended policies and procedures. That has disappeared.

In tonight's October 22 version there is a rudimentary change to a non-related policy that still allows the County Administrator to create and alter policy at-will with no vote of the Board of Commissioners. Worse, the County Administrator and Chairman, I suppose, attributed the bait-and-switch material to Commissioner Ognio which is not true. The County Administrator drafted the new language and Commissioner Ognio had expressed to me prior to our receiving this agenda packet that he fully supported the Board of Commissioners formally voting on all new and amended policies and procedures.

The county's auditors, Nichols, Cauley and Associates, made it clear in the December 23, 2014 advisory letter that the internal accounting control objectives are vitally important. The auditor said, "**It is generally recognized that the Chairman, Commissioners, County Administrator, and department heads have the primary responsibility of creating, implementing and policing the system of internal control.**" The auditors also say, "... **It is management's responsibility to recommend specific internal controls or procedures for their [Board of Commissioners] review and approval.**" That means discussion and a vote at an official meeting like what has been done in the county for decades. Why would we circumvent sound internal controls?

Two points come out in public:

1. Why would citizens want to elect commissioners who abdicate their authority to a contract employee and avoid a public discussion on the issues?

2. Why does a contract employee of the Board need that kind of power?

This switch job is low-ball politics.

Commissioner Brown said he had been fuming about this matter since 2013 and that he had been trying to get it changed behind the scenes. He added that if people do not want to listen to him they should at least listen to the auditors who have been hired to do the audits and to give sound advice. Commissioner Brown asked what would be the negative impact on the Board voting on any policy and procedure changes. He emphasized that it is the duty of the Board of Commissioners to approve changes to the policies and procedures and if the Board abdicates its duties then the citizens ultimately do not need five Commissioners because the Board will have given everything away. Commissioner Brown reminded everyone that the Board was originally known as the Commission of Roads and Revenue and that revenue was one of the most important things the Board “does.” He said the financial policies are under the Board’s direct control and he asked why the policies would be abdicated and not put in a public forum. He said he agreed with the auditors and stressed the Board needed to be responsible.

Commissioner Rousseau asked for clarity on the subject so Commissioner Ognio clarified that there was nothing lacking the policies and procedures but that all that was asked was for the ability to approve any changes or addition. Commissioner Rousseau asked if nothing was lacking then what was missing. Commissioner Ognio replied that anytime something is changed the Board should have its input on it. Commissioner Rousseau stated that he has seen the changes and he provides his input. Commissioner Ognio replied that the citizens do not see the changes. Commissioner Brown added that if a person wants a transparent government then changes need to be made in a public meeting. Commissioner Ognio added that if the item is placed on the Administrator’s Report then the citizens will not have input on the policies.

Commissioner Barlow stated he had a problem with cloud of suspicion being placed on the County Administrator since there was not a Commissioner sitting at the dais with the ability to run the county like he does. He said the Board should be applauding the County Administrator. He suggested that Commissioner Brown is creating controversy when there was no controversy when he was the Chairman. He said it was too bad that he had listened to the diatribe and he said he would defend Mr. Rapson until there is a time when Mr. Rapson gave a reason not to be defended.

Commissioner Ognio replied that this has nothing to do with the County Administrator since he has done a great job and is very trustworthy. He stated that it was just time to reassume the Board’s duties. Commissioner Brown replied that this matter is well documented and it had nothing to do about who is the Chairman, but rather the issue was that the Board needs to have control over the financial policies of the county. He said the control needs to be had in a public meeting with a public vote where the public can comment on it. Commissioner Brown then asked the Board what other duties, such as budgets or expenditures, would it give up.

The motion for all newly-created and amended policies and procedures go before the Board of Commissioners for consideration and approval via vote in an official meeting passed 3-2 with Commissioners Barlow and Oddo in opposition. A copy of the request, identified as “Attachment 10,” follows these minutes and is made an official part hereof.

PUBLIC COMMENT:

Mayor Greg Clifton: City of Fayetteville Mayor Greg Clifton stated there were many events happening in Fayetteville over the weekend including the 75th Anniversary Celebration of the city fire department, the Chili Fest, the Pumpkin Walk, and Trick-or-Treat on Main Street with the vendors after Market Day concludes at the Gazebo. He stated that the Fayette County High School Marching Band competition would take place on Saturday as well as the Fayette County High School Hall of Fame Banquet on Saturday night. He said it would be a great weekend and he invited everyone to come and be a part of it.

Aaron Wright: Mr. Wright announced that from 11:00 a.m. to 4:00 p.m. the Fayette County Republican Party would be holding an Octoberfest with games for the kids and with great food and beverages. He stated that a number of tickets had already been sold and he expected a large crowd. He then invited everyone to come to the event.

Frank Gardner: Mr. Gardner apologized for not attending some earlier meetings. He welcomed Commissioner Rousseau to the Board and he said about three years ago the County took away his hobby. He said when he had to get rid of his hobby he told everyone that his new hobby was to come to the meetings and harass the Board. Mr. Gardner stated that three years ago he attended a Water Commission meeting about some floating docks and since that time he has been told several times that the contracts have been let out. He said he did not mean to be personal when he says things but there are a lot of things he does not understand. He said he has come to the County for two or three meetings only to find the door closed and there have been approximately four meeting where the meetings were held at 2:00 p.m. instead of 7:00 p.m. He asked for someone to have enough foresight to put out the word in enough time for people to know when the meeting times change. He appreciated that staff was continuing to work on the floating docks.

Vanessa Birrell: Ms. Birrell, a citizen of Fayette County, stated that she was, up until a few months ago, a small business owner as well. She reminded the Board that a few meetings ago someone mentioned that unchallenged statements become truth and she stated that the truth is when merit raises are given they are considerably more than two-percent. She said a small business that is run in Fayette County had given merit raises for the past five years to its twenty-plus employees and the raises ranged from four-percent to ten-percent. She added that she has been a public servant throughout her professional career which included working for the Commonwealth of Virginia. She stated that Virginia gave merit raises while she worked there in the mid-1990s, and those merit raises ranged from four-percent to seven-percent. She said she received the highest merit raise, that she worked hard for the raise, and she would welcome merit raises for Fayette County. She asked Commissioner Ognio, if merit raises are needed, to ask staff to come forward with the Merit Raise Policy. Ms. Birrell stated that merit raises could cost the county significantly more than COLAs.

Warren Oddo: Mr. Oddo spoke for eight minutes on another fact-check of Commissioner Brown. He stated that Commissioner Brown made an accusation about settlement discussions at the October 6, 2015 Board of Commissioners meeting and that the meeting is available for viewing on Livestream. During his comments, Mr. Oddo repeatedly stated that Commissioner Brown has given no evidence substantiating the accusation and that no one has cooperated the accusation. He said he was concerned about Commissioner Brown talking publically about the litigation in publically since he is doing damage to the County's day in court. He stated that in this county a person is innocent until proven guilty but that Commissioner Brown has the order in reverse. He closed by quoting Commissioner Brown: "Shameful. Shameful. I hope we don't go there."

ADMINISTRATOR'S REPORTS:

Selection Committee for the Board of Tax Assessors: County Administrator Steve Rapson asked for a Selection Committee to be formed for a vacating position on the Board of Tax Assessors. Commissioners Brown and Ognio were appointed to the Selection Committee.

Selection Committee for the Board of Health: County Administrator Steve Rapson asked for a Selection Committee to be formed for two vacating positions on the Board of Health. Commissioners Barlow and Rousseau were appointed to the Selection Committee. Commissioner Barlow asked for Doctor Bonney and/or Doctor Obasanjo to be part of the Selection Committee.

Selection Committee for the Library Board: County Administrator Steve Rapson asked for a Selection Committee to be formed for one vacating position on the Library Board. Commissioners Ognio and Barlow were appointed to the Selection Committee.

Selection Committee for the Planning Commission: County Administrator Steve Rapson asked for a Selection Committee for the Planning Commission for two vacating positions. Chairman Oddo and Commissioner Rousseau were appointed to the Selection Committee.

Selection Committee for the Zoning Board of Appeals: County Administrator Steve Rapson asked for a Selection Committee for the Zoning Board of Appeals for one vacating position. Chairman Oddo and Commissioner Barlow were appointed to the Selection Committee.

Update on the Chemical System: County Administrator Steve Rapson updated the Board on the chemical system at the South Fayette Water Plant. He said the county was in the process of bringing the chemical system on-line by the beginning of 2016. He added that there was one additional Change Order that will be processed for a net reduction of \$128,000.00. He explained that the Change Order includes installing a chemical vault, which is the last piece of the project, and the work should be completed by the end of January 2016. He said work has already started on the filter project and there is additional work going on at the South Fayette Water Plant.

75th Anniversary of the City of Fayetteville's Fire Department: County Administrator Steve Rapson reported that the City of Fayetteville's Fire Department would be celebrating its 75th Anniversary on Saturday, October 24, 2015.

Public Safety Fall Festival: County Administrator Steve Rapson stated that the Public Safety's Fall Festival would take place on Friday, October 23, 2015 at the Justice Center from 5:30 p.m. to 8:00 p.m.

"Thank You" Letter from the Fayette County Historical Society: County Administrator Steve Rapson reported that he had a "thank you" letter from the Fayette County Historical Society for the repairs at Starr's Mill including the repairs to the porch.

Response to Frank Gardner's Public Comments: County Administrator Steve Rapson replied to Mr. Gardner's comments saying the County actually had a bid and budget for the floating dock but it was pulled off the Agenda since it concerned Lake McIntosh instead of Lake Horton which Mr. Gardner was asking about. He said the County was working on a quote for floating docks for Lake McIntosh and when it is ready both the quotes for Lake McIntosh and Lake Horton will be placed on the Agenda for Board consideration.

Comments Concerning Policies and Procedures: County Administrator Steve Rapson stated he was not fighting to keep the policies and procedures. He said he was trying to straddle what he knew was a split Board and he tried to do a compromise to get direction in place. He said he and staff were completely fine with moving forward with the Board's direction and he did not want the Board to believe it would impact anything staff does in the future.

ATTORNEY'S REPORTS:

Notice of Executive Session: Assistant County Attorney Patrick Stough reported that he had one item of Pending Litigation and review of both the October 6, 2015 and October 19, 2015 Executive Session Minutes for consideration in Executive Session.

COMMISSIONERS' REPORTS:

Commissioner Ognio

Peachtree City Airshow: Commissioner Ognio reminded everyone that the Peachtree City Airshow was coming up and it would include the Blue Angels.

Breast Cancer Awareness: Commissioner Ognio stated he wore his pink tie since breast cancer is very significant to him because his sister, who would have turned 50 years old on Monday, passed away with cancer in 2009. He said the issue takes on a whole different meaning for him.

Commissioner Rousseau

Commissioner Rousseau did not offer any comments.

Commissioner Barlow

McIntosh Trail Community Service Board: Commissioner Barlow reported that he had served on the McIntosh Trail Community Service Board for three years but that he had recently joined the Sheriff's Civilian Academy. He continued reporting that the Academy's schedule conflicts with the McIntosh Trail Board's schedule requiring him to resign from the McIntosh Trail Community Service Board since he would have to miss three consecutive meetings. He asked one of the Board members if they would be willing

to replace him on the McIntosh Trail Community Service Board. Commissioner Barlow then spoke briefly about his experience and education on the McIntosh Trail Community Service Board. The Board asked Commissioner Barlow to send them information on the available position.

Commissioner Brown

Reply to Warren Oddo's Public Comments: Commissioner Brown thanked Mr. Oddo for speaking and he stated he has formally requested for information on who the Chairman has spoken to in terms of the Plaintiffs and what was discussed. He said he would contact Mr. Oddo as soon as he receives an answer.

Negotiation the Water Contract with Peachtree City: Commissioner Brown stated he was informed the county is negotiating a water contract with the City of Peachtree City. He said he had not received any communication on it at all and he found out about it when Commissioner Ognio started going to the meetings and found out about it. He asked for anyone who has information to provide it to him. He closed saying there has been no consent and there has been no communication and he stressed that communication is essential.

Great Georgia Air Show: Commissioner Brown hoped everyone would get to see the Blue Angels. He said it was a great event and all funds would be provided to a local charity.

Chairman Oddo

Reply to Chairman Brown's Comments on the Water Contract: Chairman Oddo stated there has been nothing said about a water contract because there is nothing to say yet, however, he said the matter would come up shortly.

Reply to Commissioner Brown's Comments about Negotiations: Chairman Oddo stated there has been no evidence provided to counter what Warren Oddo spoke about and that Mr. Brown's comments did not allay his accusations without evidence. He said Commissioner Brown can keep making accusations but he needs to provide evidence.

World Stroke Day on October 29, 2015: Chairman Oddo stated that Governor Deal declared October 29, 2015 as World Stroke Day and that it would be Stroke Awareness Day in Georgia. He stated that Piedmont Fayette Hospital is a primary stroke center and has received the "Get with the Guidelines" Stroke Silver Plus Quality Achievement Award from the American Heart Association and the American Stroke Association for 2014. He congratulated Piedmont Fayette Hospital and said the hospital was a diamond in Fayette County.

Death of an American Special Forces Soldier: Chairman Oddo announced that an American Special Forces soldier died in Iraq in the process of freeing seventy prisoners who were not American. He asked everyone to say a prayer for him and his family and he said he cringed every time he thinks of that.

Happy Halloween: Chairman Oddo wished everyone a happy and safe Halloween.

EXECUTIVE SESSION:

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 9:34 p.m. and returned to Official Session at 10:25 p.m.

Return to Official Session and Approval of the Executive Session Affidavit: Commissioner Ognio moved to return to Official Session to authorize the Chairman to sign the Executive Session Affidavit. Commissioner Barlow seconded the motion. No discussion followed. The motion passed 5-0. A copy of the Executive Session Affidavit, identified as "Attachment 11," follows these minutes and is made an official part hereof.

Approval of the October 6, 2015 Executive Session Minutes: Commissioner Ognio moved to approve the October 6, 2015 Executive Session Minutes. Commissioner Barlow seconded the motion. No discussion followed. The motion passed 5-0.

Approval of the October 19, 2015 Executive Session Minutes: Commissioner Ognio moved to approve the October 19, 2015 Executive Session Minutes. Commissioner Barlow seconded the motion. No discussion followed. The motion passed 5-0.

ADJOURNMENT:

Commissioner Ognio moved to adjourn the October 22, 2015 Board of Commissioners meeting. Commissioner Barlow seconded the motion. No discussion followed. The motion passed 5-0.

The October 22, 2015 Board of Commissioners meeting adjourned at 10:25 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 12th day of November 2015. Referenced attachments are available upon request at the County Clerk's Office.

Floyd L. Jones, County Clerk

COUNTY AGENDA REQUEST

New Business #11

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

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

Background/History/Details:

Fayette County has entered into a series of intergovernmental agreements and amendments, beginning in 1966, through which the City of Peachtree City has granted Fayette County water withdrawal rights for the provision of drinking water, the ability to enter the city to construct and maintain components to the County's water system, and established provisions between both parties pertaining to the treatment of water from the Loghouse Well.

This new franchise agreement supersedes all of the previous agreements while extending the county/city partnership to Calendar Year 2035. It establishes terms concerning how water is provided to the City of Peachtree City and how water is withdrawn from Lake Peachtree, grants franchise rights to the county to provide and operate the County-owned and operated water system within public right-of-ways, and establishes miscellaneous provisions.

The proposed Water Franchise Agreement ("Exhibit A") was unanimously adopted by the City of Peachtree City's Council on November 5, 2015.

"Exhibit B" is a PowerPoint presentation of the Water Franchise Agreement.

What action are you seeking from the Board of Commissioners?

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

If this item requires funding, please describe:

Not Applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

This is an example of Fayette County and the City of Peachtree City working together for the betterment of the citizens.

EXHIBIT A

WATER FRANCHISE AGREEMENT

UNANIMOUSLY APPROVED BY THE CITY OF

PEACHTREE CITY'S CITY COUNCIL

WATER FRANCHISE AGREEMENT

WHEREAS, the City of Peachtree City, a municipal corporation of the State of Georgia (hereinafter the “City”) owns certain property, easements and right of ways within the corporate limits of Peachtree City, Georgia, including but not limited to Lake Peachtree (hereinafter the “Lake”); and

WHEREAS, through a series of intergovernmental agreements beginning in 1966, and amendments thereto, between the City (or Georgia Utilities Company) and Fayette County, Georgia (hereinafter the “County”), the City has granted to the County water withdrawal rights from the Lake which has enabled the County’s provision of drinking water from the Lake for the County’s water system; and

WHEREAS, through such agreements, the City granted the County the exclusive right, privilege and franchise to enter the corporate limits of the City and therein construct and thereafter operate, maintain, repair, replace, add to, extend and improve certain components to the County’s water system; and

WHEREAS, in accordance with said previous agreements, the County is presently dredging certain areas of the Lake bed to remove siltation; and

WHEREAS, the City and the County have also entered into an agreement entitled the “Loghouse Well Agreement” as of June 10, 1993 to expire on October 11, 2034 whereby certain rights and responsibilities were set out between the City and the County pertaining to the treatment of water from the Loghouse Well; and

WHEREAS, the City and County (hereinafter collectively the “Parties” or individually a “Party”) wish to enter into a new agreement which replaces and supersedes all of the following previous agreements: 04/01/1966, 05/23/1966, 04/21/1981, 09/17/1984, 10/18/1984, 03/29/1985 and extends their partnership through the end of the calendar year 2035, and terminates that agreement known as and referred to as the “Loghouse Well Agreement” entered into as of June 10, 1993;

WHEREAS, the entering into of this intergovernmental agreement (hereinafter the “Agreement”) is authorized under the Constitution and laws of the State of Georgia, particularly Article IX, Section II, Paragraph III and Article IX, Section III, Paragraph I of the Georgia Constitution.

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements set forth herein, the City, acting by and through its Mayor and Council, and the County, acting by and through its Board of Commissioners, do hereby agree to the following terms and conditions.

Section 1. Term of Agreement

- 1.1 The preamble is incorporated here by reference as if fully restated.
- 1.2 This Agreement shall become binding and effective upon the date of the last signature hereto, and the term of this Agreement shall be that period of time between said date and 11:59 PM of December 31, 2035.
- 1.3 The agreement entitled the "Loghouse Well Agreement" which was entered into by the City and the County as of June 10, 1993 with an expiration date of October 11, 2034 is terminated completely as of the effective date of this Agreement. The County shall provide water to the City at the commercial wholesale water rate in exchange for terminating the "Loghouse Well Agreement." The City will assume the maintenance and operation of the well, once the County has brought the well up to full operational condition.

Section 2. Water Withdrawal from the Lake

- 2.1 For the purpose of providing water to the citizens, businesses and governmental entities in the City and the County, the City grants to the County the right to withdraw water from the Lake at or within five hundred feet (500') of the dam of the Lake and in the amount not to exceed four million, five hundred thousand gallons per twenty-four hour day.
- 2.2 In exchange for the water withdrawal rights granted in this Agreement, the County shall operate and maintain in good working order (including repair and replace) its water withdrawal system and ensure that in the exercise of such rights the County does not adversely impact the soundness of the Lake dam and spillway. Furthermore, the County agrees to operate the dam and spillway at no cost to the City and indemnify the City for any damage to the dam and spillway resulting from the County's negligent operation of same. The County's operation and maintenance of the dam and spillway will occur consistent with the County's standard operations and maintenance procedures which are required to be employed for a drinking water reservoir. All employees of the County who perform the operations and maintenance on the dam and spillway will remain employees of the County. Maintenance of the dam may include removal of trees from the dam. Should it be determined by the appropriate state agency that removal of the trees from the dam is consistent with best practices for dam maintenance, the County shall take all necessary action to cause the trees on the dam to be removed. If, however, the appropriate state agency determines that removal of the trees on the dam is not consistent with best practices for dam maintenance, and the City still desires the trees to be removed, the City and County will agree on the appropriate terms and conditions under which such removal shall occur. To the extent there is any seepage of water through the dam, and such seepage is the result of a lack of maintenance or improper maintenance, the County will take all necessary action to cause the seepage to cease. 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.

2.3 Except for dredging, maintenance, repairs, or when the City replaces the spillway as provided under paragraph 2.8 of this Agreement, the County and the City agree to exercise their best efforts to maintain the water in the Lake at a minimum pool level of 784.4 feet Mean Seal Level NAVD88 (“Minimum Pool Level”).

2.4 The City acknowledges that the County has a permit to withdraw water from the Lake and a permit to withdraw from Lake Kedron through the Lake, and it agrees to cooperate with the County in maintaining said permits which are attached hereto and incorporated herein as Exhibit “A”. The County covenants and agrees to provide the City with advance notice of its intention to no longer renew or transfer said permit(s) and to cooperate with the City if the City desires to secure water withdrawal rights. To the extent that it is under the County’s reasonable control, the County covenants and agrees to maintain said permits for the life of this Agreement unless it transfers said permits to the City or unless otherwise ordered by the State.

2.5 The County acknowledges that it does not have nor does this Agreement convey any general right of public or private access to or use of the Lake except that which is needed by the County to withdraw water and perform its obligations under this Agreement.

2.6 Under previous agreements, the County was obligated to dredge the siltation and remove vegetation in certain areas of the Lake. This dredging obligation occurred when the City and the County jointly inspected and tested the condition of the Lake to determine the amount of dredging required, if any, on at least an eight to ten (8-10) year cycle. The Parties desire to transition to new methodology in order to determine when future dredging should occur. The Parties agree that a bathymetric survey will be performed to determine the topography of the entire Lake bottom, accurate to within two tenths of one foot (0.2’). This bathymetric survey shall occur on or before January 15, 2016 and shall serve as the Baseline Survey for the following joint dredging event (“Baseline Survey”). The cost of the Baseline Survey shall be borne by the County. Thereafter, a bathymetric survey shall be performed within 90 days after January 15, 2030 (“2030 Survey”). The 2030 Survey shall be done by the City and the cost of same shall be divided equally between the City and County, fifty percent (50%) each. A Registered Land Surveyor licensed to practice in the State of Georgia will prepare all bathymetric surveys required under this Agreement.

2.7 Within 12 months of the certification by the registered land surveyor of the 2030 Survey, the City shall commence dredging within Zone 1, which is depicted in Exhibit “B” attached hereto and incorporated herein as Zone 1 (“Joint Dredging”). The City and the County shall be obligated to divide the cost of the Joint Dredging equally between the City and County, fifty percent (50%) each. The County agrees to contribute to the City up to ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS toward the City’s portion of the cost of the Joint Dredging. (For example, if the dredging costs \$3 million, then the cost of the dredging would be divided in half with \$1.5 million allocated to each party. The County would then contribute its pledged \$1 million to the City’s \$1.5 million portion of the dredging cost. Additionally, if the dredging costs

less than \$2 million, then the cost of the dredging would be divided in half and the credit from the County to the City would be less than \$1 million.) The parties also agree to divide equally, fifty percent (50%) each, the costs for repairs to city and county roads damaged by trucks removing dredged sediment. The City and County agree that the City will be responsible for all actions necessary up to and including the dredging. The Joint Dredging will be for the purpose of removing that amount of silt which has accumulated since the Baseline Survey, plus and additional ten (10%) of that amount (the "Dredging Total"). To the extent that the City desires to perform dredging in excess of the Dredging Total, the County will not be responsible to participate in the cost of dredging in excess of the Dredging Total. The City acknowledges that all liability for the Joint Dredging operation will be borne by the City and that County's participation is limited only to its monetary contribution. Notwithstanding the Joint Dredging, nothing in this Agreement precludes the City from dredging any portion of the Lake at its own cost during the term of this Agreement.

2.8 In exchange for the City agreeing to accept all responsibility and liability for the dam, spillway, banks and bottom of the Lake, except where specifically stated otherwise in this Agreement, the County shall contribute monetarily to a new spillway for the Lake. Within 30 days from the City providing the County written notice that the City has entered into a construction contract to build the new spillway for the Lake, the County shall pay the City the amount of TWO MILLION AND 00/00 (\$2,000,000.00) DOLLARS towards the construction of such spillway. This payment is non-refundable; provided however, that the City shall refund to the County fifty percent (50%) of said sum if the new spillway is not complete within four years from the date said payment is made.

2.9 The Parties acknowledge that circumstances in the future may dictate that the intake pump structure at the Lake should be moved from the Lake to Lake Kedron in order to more adequately supply water for the County's water system. In the event that the County determines that such a move is in the best interest of the customers of the County's water system, the County will bear all expense in moving the intake pump structure from the Lake to Lake Kedron. The City agrees to cooperate with the County to enable the County to move the aforesaid intake pump structure from the Lake to Lake Kedron.

Section 3. Water Franchise

3.1 Except as otherwise provided in this Agreement and for the purpose of providing water service to the citizens, businesses and governmental entities of the City and County, the City grants to the County the exclusive franchise rights to provide and operate its County owned and operated water system within public rights-of-way and public utility easements within the incorporated boundaries of the City; provided, however, that such grant does not include those public rights-of-way and public utility easements in those areas annexed into the City where water is being provided by some other utility at the time of annexation.

3.2 The County shall undertake to supply a reasonable amount of water service to all citizens, businesses and governmental entities of the City desirous of obtaining such water service.

3.3 The County shall have the right to construct, operate, maintain, replace, repair and extend its water lines and appurtenant structures within the public rights-of-way and public utility easements of the City.

3.4 The County shall in all cases restore all streets, highways, alleys, roads, sidewalks, cart paths, bridges, utilities, public and private facilities and places, and other things or grounds of the City disturbed by the County in the exercise of this Agreement to the condition prior to such disturbance, and shall conduct its operation, maintenance, repair, replacement, extension and additions to the system without undue obstruction of foot, bicycle, golf cart or vehicular traffic, and shall make all restorations as above required within a reasonable time.

3.5 It is expressly provided, however, that in the event the County shall hereafter be unable or unwilling, from time to time, to make additions, extensions and improvements to its water system within the present and future corporate limits of the City, then the City, if it desires to do so, may construct such additions, extensions and improvements, without violating this exclusive franchise agreement; provided, however, the City must first seek and be provided written notice from the County that it is unwilling or unable to make the additions, extensions and improvements desired by the City, or in any event after the expiration of ninety (90) days from the date the City furnishes the County with written notice of its desire for additional water facilities. The City, in constructing such additions, extensions and improvements, shall do so consistent with the County's laws, ordinances and regulations relating to such additions, extensions and improvements to the County's Water System. The City agrees that the County shall perform inspections to ensure that the construction of such additions, extensions and improvements is performed consistent with the County's laws, ordinances and regulations. Upon completion, the additions, extensions and improvements so constructed shall be the property of the County. In the event the City should construct said additions, extensions and improvements after receiving said notice from the County or after allowing for a timely response, the County shall furnish water service to the properties serviced by said additions and extensions. If the County provides notice that it will construct such additions and extensions needed to supply water service to such areas, then it must do so within a reasonable period of time.

3.6 The water rates imposed by the County shall be uniform within each class of customers regardless of whether the customers are located within or without the incorporated area of the City.

Section 4. Miscellaneous Provisions

4.1 The County covenants and agrees that it will indemnify the City and hold it harmless from any loss, liability, claim or cause of action of any kind resulting from the County's (or its employees, contractors or agents) exercise of its rights, performance or failure to perform its obligations under this Agreement. If, after being provided written notice by the City of not less than sixty (60) days prior to the City taking action, the County fails to perform its obligations under this Agreement, the City may perform, but shall not be obligated to perform, such obligations. If the City so performs, the County shall reimburse the City for all reasonable costs and expenses incurred by the City. The City covenants and agrees that it will indemnify the County and hold it harmless from any loss, liability, claim or cause of action of any kind resulting from the City's (or its employees, contractors or agents) exercise of its rights, performance or failure to perform its obligations under this Agreement. If, after being provided written notice by the County of not less than sixty (60) days prior to the County taking action, the City fails to perform its obligations under this Agreement, the County may perform, but shall not be obligated to perform, such obligations. If the County so performs, the City shall reimburse the County for all reasonable costs and expenses incurred by the County.

4.2 Unless otherwise expressly agreed to by the Parties, the County shall pay for its performance of any right or obligation under this Agreement solely and exclusively from the revenues derived from its water system or from the proceeds received from the issuance of revenue bonds against its water system.

4.3 The Parties acknowledge and agree that each Party may in the future issue revenue bonds based upon the terms of this Agreement and that in so doing the holders of such revenue bonds hereafter issued by the County or City or both shall have an interest in the Parties' respective performance hereunder. The Parties covenant that this Agreement cannot be terminated, modified or amended in any way which would adversely affect the rights of any such bond holders without their express consent.

4.4 The Parties recognize that either party may sell revenue bonds to finance undertakings consistent with the exercise of the rights and obligations afforded under this Agreement. The County covenants to adopt, maintain and revise rates and collect fees and charges to the extent necessary to produce funds sufficient at all times to operate and maintain its water system on a sound basis, to pay the principal of and interest on any revenue bonds hereafter issued by County as same mature and to create and maintain an adequate reserve for that purpose, as well as to create and maintain a reserve for maintenance, extensions and improvements to the system. It is further recognized that the County may hereafter issue from time to time refunding bonds to refund any and all such bonds and the aforesaid covenant, relative to the adoption, maintenance and revisions of rates and the collection of fees and charges for water service and facilities would likewise be applicable to any such refunding bonds or obligations. The County, however, by the acceptance of this Agreement, covenants to operate and maintain, at all times, said system in a

business-like manner and that it will undertake to maintain rates and collect fees and charges on a reasonable and equitable basis and in keeping with its obligations under any resolution authorizing the issuance of any of its obligations, and that all such rates shall, as far as practicable, be uniform in application consistent with the cost involved.

4.5 “Notwithstanding paragraphs 4.3 and 4.4,” within 365 days prior to the date of the natural expiration of this Agreement or after its prior termination by either Party, if the County has the right to sell that portion of its water system within the limits of the City, excluding the Crosstown Water Treatment Plant, the Distribution Plant and all other components with the County’s water system within the City which distributes County water to areas outside the City limits, the City, upon written notice to the County therefor, shall have the right and option to purchase from County the water system, including pipes, lines, facilities and interest in real property within the existing corporate limits of the City, except for the aforementioned limitations. It is expressly provided, however, that the purchase price paid by the City to County shall be at least sufficient to comply with the provisions of any resolution adopted by County authorizing the issuance of any revenue bonds of the County which are then outstanding.

4.6 Any transferee, assignee or successor of County or City shall hold and exercise such rights, powers, privileges, liabilities, duties and obligations granted under this Agreement, subject to all the terms and conditions of this Agreement.

4.7 If by reason of force majeure either Party hereto is rendered unable, wholly or in part, to carry out its obligations under this Agreement, then if such Party gives notice and full particulars of such force majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period. Any such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term “force majeure” as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States, of the State of Georgia, or any civil or military authority or courts thereof, insurrections, riots, epidemics, landslides, lighting, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipe lines, partial or entire failure of water supply, and inability on the part of County to supply water services hereunder, and on account of any other causes not reasonably within the control of the Party claiming such inability.

4.8 This Agreement shall be construed under the laws of the State of Georgia. Should any phrase, clause, sentence or paragraph of this Agreement be held invalid or unconstitutional by any court of competent jurisdiction of this State or of the United States in any manner or respect whatsoever, it shall not be construed so as to effect any or all of the remaining terms and provisions, all of which shall remain in full force and effect.

4.9 If any disagreement shall arise with reference to any of the terms or conditions of this Agreement, or with reference to any matter connected with same, such disagreement or dispute shall be submitted to and decided by a panel of three arbitrators. The County shall appoint one arbitrator, and the City shall appoint one arbitrator. The two appointed arbitrators shall select a third arbitrator. If the two chosen arbitrators cannot agree on a third arbitrator, then such third arbitrator shall be appointed by the chief judge of the Superior Court of Fayette County after petition filed by either of the Parties. A majority of the three person panel is required to render a final decision, and such decision shall be binding on the Parties hereto, but may be appealed to the Superior Court of Fayette County.

4.10 Notices required in this Agreement shall be sent by certified mail return receipt requested or statutory overnight delivery to the following persons and addresses for each respective Party:

County: Fayette County, c/o Chairman, 140 Stonewall Ave., West, Suite 100, Fayetteville, Ga. 30214.

City: City of Peachtree City, c/o Mayor, 151 Willowbend Road, Peachtree City, Ga 30269.

4.11 Each of the signatories to this Agreement warrant and represent that he or she has the legal authority granted by his or her respective governing body to execute this Agreement and so bind his or her respective government to this Agreement.

4.12 The Parties agree that this Agreement shall constitute a full accord and satisfaction of all disputed claims which have arisen under the existing Agreements between the Parties, as amended, including any claims which have been asserted or could have been asserted as of the date of this Agreement, and that entering into this Agreement is not to be construed as an admission of liability upon the part of either Party.

City of Peachtree City



Vanessa Fleisch, Mayor

Date: 11/5/15

Attest:



Betsy Tyler, City Clerk

Fayette County

Charles W. Oddo, Chairman

Date: _____

Attest:

Floyd L. Jones, County Clerk

EXHIBIT B

WATER FRANCHISE AGREEMENT

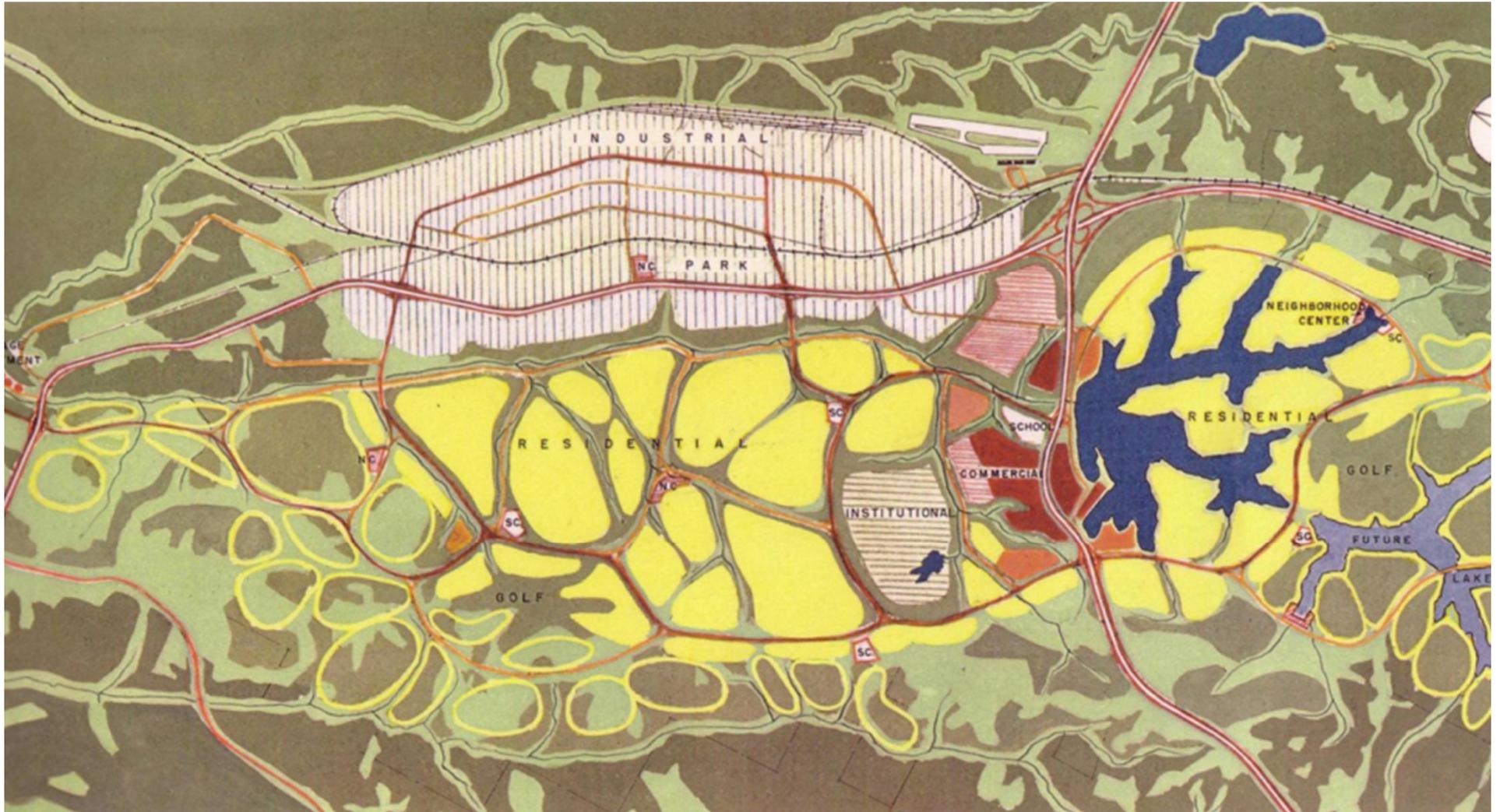
POWERPOINT

Water Franchise Agreement

City Council Meeting

November 5, 2015

Lets Build a City-The Plan -1957

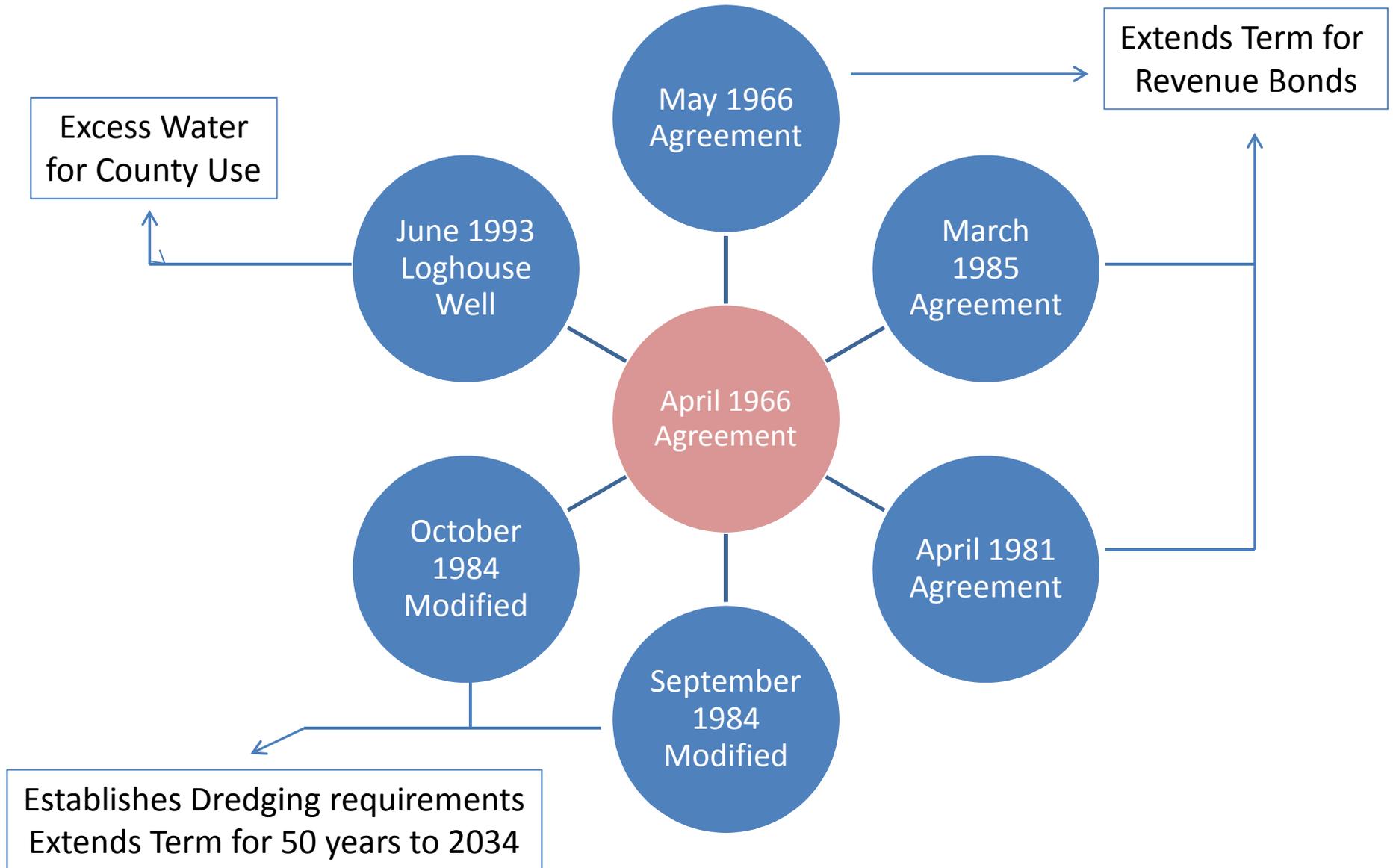


85,000 Population... 27,000 Dwelling Units...

Historical Overview

- 1966-Water Franchise Agreement
 - Exclusive Franchise rights to withdraw water from Lake Peachtree.
 - Must Maintain Dam, Spillway, lake bottom, etc.

Various Agreements



Timeline

- Lake is in Early 2014 for Seawall and Dock Maintenance
- Cracks discovered in 50 year old spillway
- March 2014-United Consulting utilizes Ground Penetrating Radar to determine significant voids exist in various locations under the spillway.

Timeline

- April 2014-Piedmont Geotechnical
 - “Investigation bores” establishes significant voids in spillway.
 - Recommendation: “pressure grout voids” to get water back in lake, but spillway ultimately needs to be replaced.
 - Temporary repair requires EPD-Safe Dams approval because as a water reservoir could be potential Category 1

Timeline

- April 2014- Site evaluation of spillway is conducted by Fayette County Water, City Engineer, Piedmont Geotech, and Georgia Safe Dams.
- April 2014- Safe Dams requests
 - **Hydraulic capacity of existing spillway (to be provided by City Engineer)**
 - **Final Report from Piedmont Geotech, all pictures and videos (to be provided by City Engineer and County)**
 - **Time frame for getting professional engineering firm to design permanent spillway replacement (to be provided by County)**
 - **Approximate cost for completing temporary repair (provided by County)**

Timeline

- May 13, 2014- Meeting at EPD-Georgia Safe Dams does not approve of “temporary fix” citing downstream “Health and Human Safety Concern” and Category 1 Classification.
- Category 2 is not regulated by Safe Dams
- County may not need Lake Peachtree as a Water Source
- June 18, 2014- EPD issues Category 1 Dam classification letter.

Problem Statement

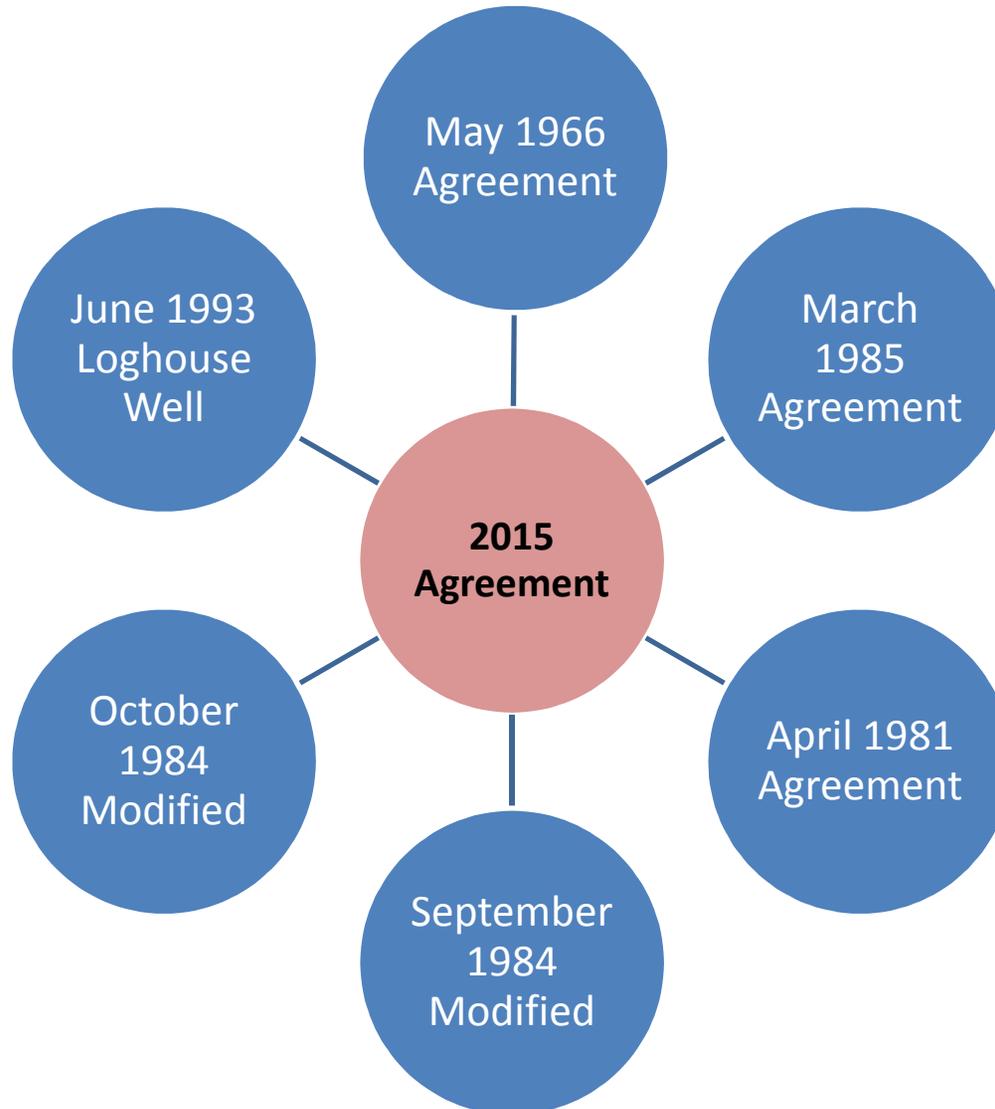
50 year old-Spillway needs replacement

Questions

- Spillway- What is Maintain?
- Does maintenance include replacement?
- Should the design meet Category 1 standards or 1966 Standards? (What 1966 Standard)
- Is Lake Peachtree needed as a water source?
- Who is going to pay to replace Spillway?
- What does Category 1 Dam and Spillway Cost?
- June/July 2014-Negotiations between County and City begin for purpose of answering questions regarding category classification appeal, spillway repair/replacement and dredging

Water Franchise Agreements February/March 2015

4

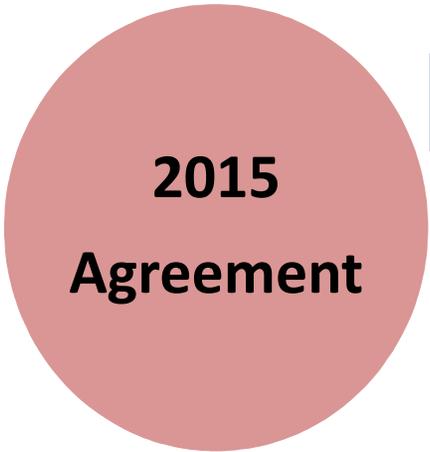


Process

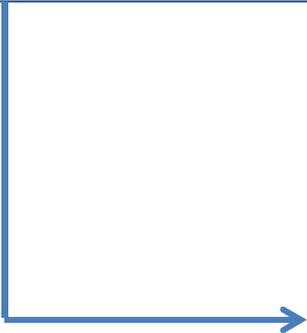
County Negotiation Team

City Negotiation Team

Executive Session Review



Fayette Water/Engineers/Public Works/City-County Managers



WATER FRANCHISE AGREEMENT

WHEREAS, the City of Peachtree City, a municipal corporation of the State of Georgia (hereinafter the "City") owns certain property, easements and right of ways within the corporate limits of Peachtree City, Georgia, including but not limited to Lake Peachtree (hereinafter the "Lake"); and

WHEREAS, through a series of intergovernmental agreements beginning in 1966, and amendments thereto, between the City (or Georgia Utilities Company) and Fayette County,

9 pages Public Review November 5, 2015 Agenda

rights and responsibilities were set out between the City and the County pertaining to the treatment of water from the Loghouse Well; and

WHEREAS, the City and County (hereinafter collectively the "Parties" or individually a "Party") wish to enter into a new agreement which replaces and supersedes all of the following previous agreements: 04/01/1966, 05/23/1966, 04/21/1981, 09/17/1984, 10/18/1984, 03/29/1985 and extends their partnership through the end of the calendar year 2035, and terminates that agreement known as and referred to as the "Loghouse Well Agreement" entered into as of June 10, 1993;

Key Points

1.3 The agreement entitled the “Loghouse Well Agreement” which was entered into by the City and the County as of June 10, 1993 with an expiration date of October 11, 2034 is terminated completely as of the effective date of this Agreement. The County shall provide water to the City at the commercial wholesale water rate in exchange for terminating the “Loghouse Well Agreement.” The City will assume the maintenance and operation of the well, once the County has brought the well up to full operational condition.

- Old
 - City Received 15% reductions in water bill based on amount of water produced by well: Average Annual Bill= **\$27K**
 - County took Well Off-Line this past year-To eliminate maintenance and chemical treatment costs
 - Zero Production = Zero Reduction
- New
 - City Receives water at wholesale rate-Estimated Annual Bill= **\$21K** or about \$6K per year savings
 - County insures well pump is operational
 - County and City transfer permits to City. City converts well to irrigation only for Ball Fields=Less water running through a meter: **\$\$\$\$\$**

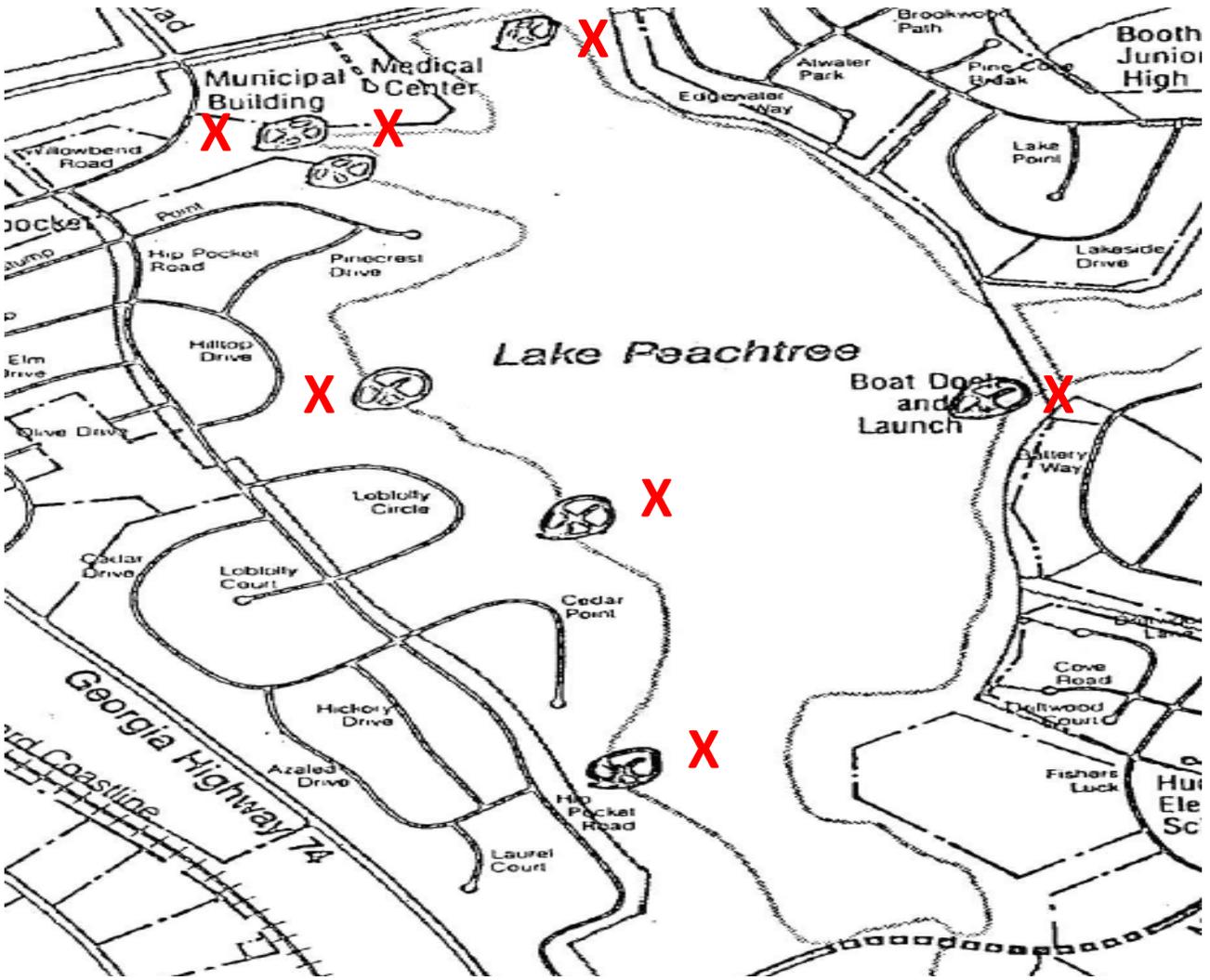
2.2 Maintenance of Dam and Spillway

- County Personnel operates dam and spillway using best management practices.
- County to remove trees based upon recommended actions of Safe Dams
- Any “extra” trees removed as mutually agreed with the purpose of maintaining integrity of dam.

2.3 Water Level

- Best efforts to maintain Lake Peachtree water level at minimum pool level of 784.4 feet. Best efforts considers dredging/maintenance/ drought conditions.
- The water level in previous agreements was defined as the water level in 1966 by pulling Lake Kedron down to siltation level.
- Permit maintenance and transfer language
 - Exhibit A
 - Lake Peachtree at .5 MGD
 - Lake Kedron at 4.0MGD

Official Dredging Map-X Marks the Spot



2.6 Dredging Methodology

- Old
 - 8-10 year cycle based upon joint inspection between city and county to determine if **“any”** dredging is required:
- New
 - County conducts “Baseline Bathymetric Survey” in 2016 to determine “Official Topography” of Lake Bottom
 - City/County(50% cost Share) conducts Bathymetric Survey in 2030 to determine if and where dredging may be needed

2.7 Dredging

- City to commence dredging within Zone 1- (Exhibit B) within 12 months of Bathymetric Survey

Zone 1



June 2014 Edge of Water

2.7 Dredging

- Past Dredges
 - 20,000 + or- Cubic Yards (.5% Lake Capacity in 2002 Mallet 13 Years ago)
 - 64,000 Cubic Yards (1.5% Capacity in 2015 understood to be 3X as much as past wet dredging)
 - 2030 Dredge is anticipated to be less than current with an engineering assumption of 40,000 Cubic Yards
 - Bathymetric determines amount removed/costs depends on market at time of bid process
 - Includes 10% overage for dredging total

2.7 Dredging

- 2030 Dredge Calculated Cost
\$3,000,000 Assumed Costs (Split 50%/50%)
 - 1,500,000 (City Share)
 - 1,000,000 (County Credit)
 - \$500,000** (City Cost for 2030 Dredging)
- 50/50 Split on Road Repairs

2.8 Spillway Replacement

- \$2,000,000 County Contribution for Spillway Replacement once City enters into construction contract
- City to refund \$1,000,000 if not constructed within four(4) years
- Engaged Schnabel/ISE Engineers to develop work plan to begin construction in September 2017 and complete by Spring 2018 to minimize vegetation growth
- Design modeled on ½ PMP(Probable Maximum Participation of 18” in 24 Hours) Columbia, SC = 11.6 “ in 24 Hours and was referred to as 1000 year storm.
- **Yes- We are planning for the eventual reclassification to Cat. 1**

2.9 Intake Structure

- County can remove intake structure from Lake Peachtree and Install in Lake Kedron
- What If?

4.5 Purchase Water System Components

- City can purchase Water System Components excluding Crosstown Water Treatment Plant, The Distribution Plant, and all other components which distributes water to outside the city limits.
- But only if the County has the right to sale based upon Revenue Bond provisions.

Summary

- After many months and hours of discussion with State Governments, City and County Governments, Engineers, etc.
 - Push out from Executive Sessions for disclosure and public preview.
 - Ratify language in agreement for Fayette County Board of Commissioners Consideration.

- Questions

COUNTY AGENDA REQUEST

New Business #12

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

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.

Background/History/Details:

The Fayette County Board of Health has adopted a schedule of fees for its services, inspections and permits, but there are some who have not paid their fees.

Fayette County's Board of Health worked with County Attorney Dennis Davenport in an effort to enforce the payment of fees for its services and and to suspend permits for those who do not pay fees.

To that end, the Board of Health adopted Resolution 2015-01 requesting that the Fayette County Board of Commissioners adopt an ordinance providing for the enforcement of the Board of Health's schedule of fees.

Ordinance 2015-14, if adopted, would deem non-payment the fees as a violation. Violations may be prosecuted in the same manner as all other Board of Health Regulations. Those convicted may be punishable according to the provisions of the appropriate section of the Board of Health Regulations. Further, the Director of Environmental Services may, after giving a fourteen day (14 day) written notice, revoke any permit issued pursuant to Board of Health Regulations.

What action are you seeking from the Board of Commissioners?

Approval 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.

If this item requires funding, please describe:

Not Applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Adoption of Ordinance 2015-14 enables the non-payment of fees to be subject to a court of competent jurisdiction.

ORDINANCE 2015-14

PAYMENT OF FEES

STATE OF GEORGIA

FAYETTE COUNTY

ORDINANCE

NO. 2015-14

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR FAYETTE COUNTY, GEORGIA; TO ENACT PROVISIONS REQUIRING THE PAYMENT OF BOARD OF HEALTH FEES; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF FAYETTE COUNTY AND IT IS HEREBY ENACTED PURSUANT TO THE AUTHORITY OF THE SAME THAT THE CODE OF ORDINANCES OF FAYETTE COUNTY AS IT PERTAINS TO HEALTH (CHAPTER 14), BE AMENDED AS FOLLOWS:

Section 1. By creating a new Section 14-1, pertaining to “Payment of fees”, in Article I of Chapter 14, to be numbered and read as follows:

Sec. 14-1. Payment of fees.

(a) The Board of Health of Fayette County has adopted a schedule of fees for the enforcement of the regulations contained in this Chapter. It shall be a violation of this Chapter for any person, corporation, or other entity to fail to pay a service, inspection, and/or permit fee required by said schedule of fees at the time the permit is issued or the fee is due. In the case of an annual service, permit, or inspection fee, it shall be a

violation of this Chapter for any person, corporation, or other entity to fail to pay such fee on or before the day the fee is due.

(b) Any violation of this section may be prosecuted in the same manner as all other Board of Health Regulations are prosecuted and, upon conviction, may be punishable according to the provisions of Section 1-7 of this Code of Ordinances.

(c) The Director of Environmental Services may also, after giving fourteen (14) days written notice of intention to do so, revoke any permit issued pursuant to Board of Health Regulations. Holders of revoked permits may appeal their revocation to the Board of Health by filing written notice of their intention to do so in writing within ten (10) days after the decision of the Director of Environmental Services.

Section 2. This ordinance shall become effective immediately upon its adoption by the Board of Commissioners for Fayette County.

Section 3. All other ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4. In any 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 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 adjudged invalid or

unconstitutional were not a part thereof. The Board of Commissioners hereby declares that it would have passed the remaining parts of this Ordinance if it had known that such part or parts hereof would be declared or adjudged invalid or unconstitutional.

SO ENACTED this 12th day of November 2015.

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY, GEORGIA

By: _____
Charles W. Oddo, Chairman

(SEAL)

ATTEST:

Floyd Jones, County Clerk

Approved as to form:

County Attorney

BOARD OF HEALTH

RESOLUTION 2015-01

STATE OF GEORGIA

FAYETTE COUNTY

RESOLUTION

NO. 2015- 1

A RESOLUTION OF THE BOARD OF HEALTH OF FAYETTE COUNTY; TO REQUIRE THE PAYMENT OF FEES AND PROVIDING FOR THE SUSPENSION OF PERMITS FOR NON-PAYMENT OF SAME; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND FOR OTHER PURPOSES.

WHEREAS, the Board of Health of Fayette County, Georgia, inspects and permits all matters within its jurisdiction for the health and safety of the public; and

WHEREAS, the Board of Health has adopted a schedule of fees for services, inspections, and permits; and

WHEREAS, the Board of Health has determined that it is in the best interests of the health, safety and general welfare of the public to make this schedule of the Board of Health a regulation to be enforced as all other regulations; and

WHEREAS, the Board of Health desires to request that the governing authority of Fayette County and the governing authorities of the municipalities located in Fayette County adopt an ordinance to allow for the enforcement of said schedule of fees.

NOW, THEREFORE BE IT RESOLVED by the Board of Health of Fayette County, Georgia, that said Board hereby requests that the governing authority of Fayette County and the governing authorities of the municipalities located in Fayette County adopt an ordinance

providing for the enforcement of the Board of Health's schedule of fees as part of their Codes of Ordinance, as follows:

- (1) The Board of Health of Fayette County has adopted a schedule of fees for the enforcement of its regulations requiring the Board of Health to provide a service, inspection, and/or permit for those businesses or activities covered by said regulations. It shall be a violation of these regulations for any person, corporation, or other entity to fail to pay a service, inspection, and/or permit fee required by said schedule of fees at the time the permit is issued or the fee is due. In the case of an annual service, permit, or inspection fee, it shall be a violation of these regulations for any person, corporation, or other entity to fail to pay such fee on or before the day the fee is due.
- (2) Any violation of this section may be prosecuted in the same manner as all other Board of Health Regulations are prosecuted and, upon conviction, may be punishable according to the provisions of the appropriate section of the Board of Health Regulations.
- (3) The Director of Environmental Services may also, after giving fourteen (14) days written notice of intention to do so, revoke any permit issued pursuant to Board of Health Regulations. Holders of revoked permits may appeal their revocation to the Board of Health by filing written notice of their intention to do so in writing within ten (10) days after the decision of the Director of Environmental Services.

SO RESOLVED this 13 day of October, 2015.

BOARD OF HEALTH
FAYETTE COUNTY, GEORGIA

By: Lyn Redwood
Lyn Redwood, Chairman

(SEAL)

ATTEST:

Debbi Heard
Debbi Heard, Clerk

Approved as to form:

[Signature]
Board Attorney

COUNTY DEPARTMENT AGENDA REQUEST

New Business #13

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

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.

Background/History/Details:

Fayette County has historically operated an inert landfill on the south side of 1st Manassas , under the Permit-by-Rule (PBR) provisions of the Georgia Rules, since 1990. During that time, Due to changes made by Georgia Environmental Protection Division (EPD),inert landfills are no longer allowed to operate under a Permit by Rule. Fayette County closed its inert landfill in October 1, 2015. Fayette County has received approval from Environmental Protection Division (EPD) to construct a new inert landfill under new solid waste permitting requirements. The proposed, new inert landfill has a 59-year life expectancy. The approved Inert landfill Design & Operations plan, the estimated cost to construct and open the landfill is \$217,937, which includes the costs for surveying, grinding the cleared vegetation, installing erosion and sediment control measures, providing stormwater infrastructure, fencing, and building a security gate.

Critical to the success of this project is maintaining the required vertical buffer above the ground water table during excavation activities and providing EPD with a signed and stamped as-built survey drawing of the landfill base grades. Engineering and Technical services costs are based on time and materials with a maximum not-to-exceed amount as stated in the Jacobs contract.

Staff is preparing a fee structure for municipalities and will bring a proposal back for the Board of Commissioners consideration and approval prior to the completion of this project in the spring.

What action are you seeking from the Board of Commissioners?

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

If this item requires funding, please describe:

Funding of \$217,937.00 from the Solid Waste Fund.

Has this issue come before the Commissioners in the past?

If so, when?

Do you need audio-visual for the presentation?

Back-up Material Submitted?

STAFF USE ONLY

Approved by Finance

Reviewed by Legal

Approved by Purchasing

Approved by County Clerk

Administrator's Approval

Staff Notes:

Since 1990, approximately 1,200 tons of broken concrete, mud, gravel and dirt from roads, the water system, and ditching of 56 miles of gravel roads was disposed in the landfill each year. This proposal includes having our Public Works Department performing all necessary clearing, grading, and installation of stormwater infrastructure as required in the Design and Operations Plan with the actual cost being reimbursed to the General Fund based on time and effort.

The new, proposed inert landfill will be at the Northside Landfill located at 211 1st Manassas Mile Road in Fayetteville.

CAPITAL / CIP / VEHICLES & EQUIPMENT - PROJECT REQUEST FORM

Project Code: (for Finance use only)

Project Name:

Estimated Total Cost:

Estimated Useful Life:

Project Description:

Construct landfill per Inert Landfill Design and Operations plan approved by EPD. Submit As-built plan confirming grades constructed as designed.

Department:

Department Contact(s):

Start Date (estimate):

Completion Date (estimate):

Additional comments:

Phil Mallon will stamp letter submittal to EPD stating Fayette County followed design plan. In addition, EPD still requires as-built construction drawings stamped by an RLS.

Project Cost - Budget Line Items

(Example : Asphalt & Tack, Other Improvements, Technical Services, Computer Equipment, etc.)

Account Description	\$ Amount
Clearing, Grubbing and Grating	60,565
Erosion and Sediment Control	26,765
7-day Inspect and Report to EPD	\$870
Stormwater Drainage	7,830
Fencing (2,883 ft. installed) (\$21/ft)	60,543
Security Gate	15,000
Construction Surveying (as needed- not to exceed)	\$3,459
Grinding Estimate (4,500 cub yds)	9,000
Site Survey (work and stamped survey)	8,905
Contingency	25,000
Total project cost	\$ 217,937

(Jacob's Addendum A)

(Jacob's Addendum A)

(Jacob's Addendum A)

Impact on Operating Budget	
Budget Line Items	\$ Annual Amount
Erosion and Sediment Control	\$ 5,000
Fencing and Gate	1,000
Total	\$6,000

Exhibit A
Scope of Work
Phase 1 Engineering and Survey Services
Fayette County Inert Landfill

Project Description

Jacobs Engineering Group Inc. (Jacobs) will provide engineering and surveying services for Fayette County Board of Commissioners (County) at the First Manassas Mile Road Northside Landfill (Northside Landfill). The primary purpose of the work is to support construction staking services for Phase 1 of the recently permitted Fayette County Inert Landfill. The Inert Landfill will encompass approximately 5 acres, located within the property boundary of the Northside Landfill, at 211 1st Manassas Mile Road, Fayetteville, Georgia. The staking will reflect the locations and grades shown on the Design and Operational (D&O) Plan drawings for Phase 1 of the Fayette County Inert Landfill, as approved by the Georgia Environmental Protection Division (EPD) on June 16, 2015.

Scope of Work

Jacobs will:

- Provide one site visit by the Erosion and Sediment Control Plan (ESCP) design professional within seven days of completion of the initial phase of the ESCP and generate the required report,
- Stake and grade top and toe of slopes on the proposed Phase 1 excavation area (estimated to take three days),
- Perform required field survey and produce a final Registered Land Surveyor (RLS) signed and stamped as-built survey drawing of the Phase 1 landfill base grades,
- Provide up to 18 hours of additional site visits, as requested by the County, to provide interim staking during Phase 1 base grade construction,
- Provide one site visit during the EPD inspection of the completed Phase 1 landfill base grades.

Schedule

Jacobs will mobilize to the site to stake and grade top and toe of slopes within one week of request by the County. Once the County has completed the construction of the Phase 1 landfill base grades, Jacobs will mobilize to the site to perform the final as-built survey within one week of request by the County. Jacobs will produce the final RLS-signed and stamped as-built drawing of the Phase 1 landfill base grades within three weeks of completing the field survey.

Cost Estimate

Jacobs proposes to perform the above scope of work for a maximum not to exceed amount of **\$13,234** using the rate schedule provided below. Jacobs will not perform work beyond the proposed maximum without first receiving approval from the County. All other project charges (e.g., subcontractor, equipment, direct costs, etc.) will be invoiced without markup.

Hourly Rate Schedule

<i>Classification</i>	<i>Hourly Rate</i>
Principal	\$150
Project Manager (Qualified PG/PE)	\$120
Environmental Engineer	\$100
Environmental Scientist	\$75
Field Technician	\$60

Understandings & Exclusions

- Quantities and fees associated with the staking services above stated are based on one time staking. Additional or repeat staking of the above will be considered as an additional service.
- Should the County or their on-site representative need additional services while the survey crew is on site, the County authorizes their on-site representative to fill out an additional staking request document or will contact Jacobs' project manager to provide authorization/approval. In either case, a subsequent email from the Jacobs project manager will follow to document the additional service request and County agrees to pay for the requested additional services on the basis of the hourly billing rates provided in this document.
- Final as-built certification by a Professional Engineer to be provided by the County.
- The following are excluded from this scope of work, but can be provided upon request as additional services:
 - Staking clearing limits/limits of disturbance, ditches, culverts, or other proposed improvements not detailed above.
 - Marking points along the property lines.
 - Staking access road grades or limits of other onsite improvements.
 - Research with various utility companies, utility coordination and field designating/marketing, and locating of underground utilities.
 - Field locating, marking or platting jurisdictional wetlands, buffers, individual tree locations, or any other item not specifically mentioned herein.
 - Survey or staking services beyond the Phase 1 base grade plan shown in the approved EPD drawings referenced above.

END OF EXHIBIT A

11/06/2015 10:20
9597mpar

FAYETTE COUNTY, GA
BALANCE SHEET FOR 2015 13

P 1
gblsht

FUND: 540 SOLID WASTE FUND			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
540	111110	EQUITY IN POOLED CASH	.00	-6,952.96
540	111135	PUBLIC FUNDS INVMNT WELLSFARGO	.00	617,278.09
540	111701	ACCRUED INTEREST	.00	14.55
540	111910	ACCOUNTS RECEIVABLE - OTHER	.00	15,038.60
54040500	117100	SITES/LAND	.00	16,516.71
54040500	117200	IMPROVEMENTS	.00	120,170.19
54040500	117210	ACCUMULATED DEPR - SITE IMPRV	.00	-118,187.67
54040500	117400	BUILDINGS	.00	158,498.60
54040500	117410	ACCUMULATED DEPR - BUILDINGS	.00	-147,936.86
54040500	117500	MACHINERY & EQUIPMENT	.00	190,316.55
54040500	117502	VEHICLES	.00	20,128.00
54040500	117510	ACCUM DEPR MACHINERY & EQUIPMT	.00	-97,343.34
54040500	117520	ACCUMULATED DEPR - VEHICLES	-30,478.00	-20,128.00
TOTAL ASSETS			-30,478.00	747,412.46
LIABILITIES				
540	121100	ACCOUNTS PAYABLE	.00	-23,103.88
540	121212	ACCRUED SALARIES PAYABLE	.00	-1,541.41
540	121470	COMPENSATED ABSENCES PAYABLE	.00	-37.34
540	121471	ACCRUED FICA PAYABLE	.00	-115.23
540	121472	ACCRUED PENSION PAYABLE	.00	-59.72
540	122660	SOLID WASTE ESCROW	.00	-5,000.00
540	125270	COMPENSATED ABSENCES LTPAYBLE	.00	-1,202.73
TOTAL LIABILITIES			.00	-31,060.31
FUND BALANCE				
540	134115	FUND BALANCE ASSIGNED ENCUMB	-38,161.90	-38,161.90
540	134220	FUND BALANCE RESTRICTED	311,598.97	-539,668.99
540	134222	INVESTMENT IN FIXED ASSETS	30,478.00	-138,521.26
540	135110	BUDGETARY FUND BALANCE-UNRESEV	-305,985.12	.00
540	135130	ESTIMATED REVENUES	-78,150.00	.00
540	135150	APPROPRIATIONS	384,135.12	.00
540	135230	REVENUE CONTROL	66,867.34	.00
540	135250	EXPENDITURE CONTROL	-340,304.41	.00
540	135270	ENCUMBRANCE CONTROL	-38,161.90	.00
540	135290	BUDGETARY FUND BAL - RES ENC	38,161.90	.00
TOTAL FUND BALANCE			30,478.00	-716,352.15
TOTAL LIABILITIES + FUND BALANCE			30,478.00	-747,412.46

** END OF REPORT - Generated by Mary Parrott **

COUNTY AGENDA REQUEST

New Business #14

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

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

Background/History/Details:

The Fayette County Public Art Committee (PAC) offers opportunities and support to citizens, emerging student, amateur and professional artists, arts education resources, and public beautification arts projects.

The Public Works Department has worked with the PAC to determine the feasibility, cost and implementation for renovation county staff's break room. The Building and Grounds will present the recommendations for this project.

The PAC is currently using the talents of local high school art students to help improve the appearance and ambiance of the county staff's break room area. The recommended suggestions were derived from brainstorming of the committee during its scheduled meetings. The PAC is partnering with the schools to provide "teachable" moments to the art students while providing a great opportunity for the schools and county to show their support of the arts. The recommendation is for Wayne Thiebaud's art work to be completed by the art students.

The recommendations also include upgrades to the room's flooring, wall coverings, ceiling, and amenities (coffee machine and television) that will be installed by the Building and Grounds Department.

What action are you seeking from the Board of Commissioners?

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

If this item requires funding, please describe:

The cost estimate for all materials is estimated at \$3,787.00. Funding for this work is available from the Public Art Committee's CIP fund (5565D).

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Art Committee (5565D) Stonewall Breakroom Renovations

Estimate Prepared by Anthony Ballard, Building & Grounds
October 26, 2015

Task & Materials	Cost
Replace Ceiling Tile with 2'x2' Grid	
Ceiling Tees	\$62
Acoustic Tile	\$446
Replace Flooring	
Vinyl Laminate "resort tile"	\$1,780
Floor glue	\$90
Install Decorative Pallet Wall	
Wood Furring strips	\$36
Wood Trim	\$148
Sealer	\$36
Hardware (nails & screws)	\$23
Sandpaper	\$21
Repaint Walls to complement Art Work	
Paint & supplies	\$296
Provide Accessories	
Flat Screen TV with hanging bracket	\$552
Coffee Maker with water supply line	\$297
Total	\$3,787

Notes:

1. Project excludes improvements to kitchen area
2. Vending machine to be relocated within the breakroom
3. Design scheme per input from Art Committee
4. Costs exclude new tables, chairs or other furniture
5. Wall art to be provided by High School art students

BEFORE

STONEWALL
BREAKROOM
(BEFORE)

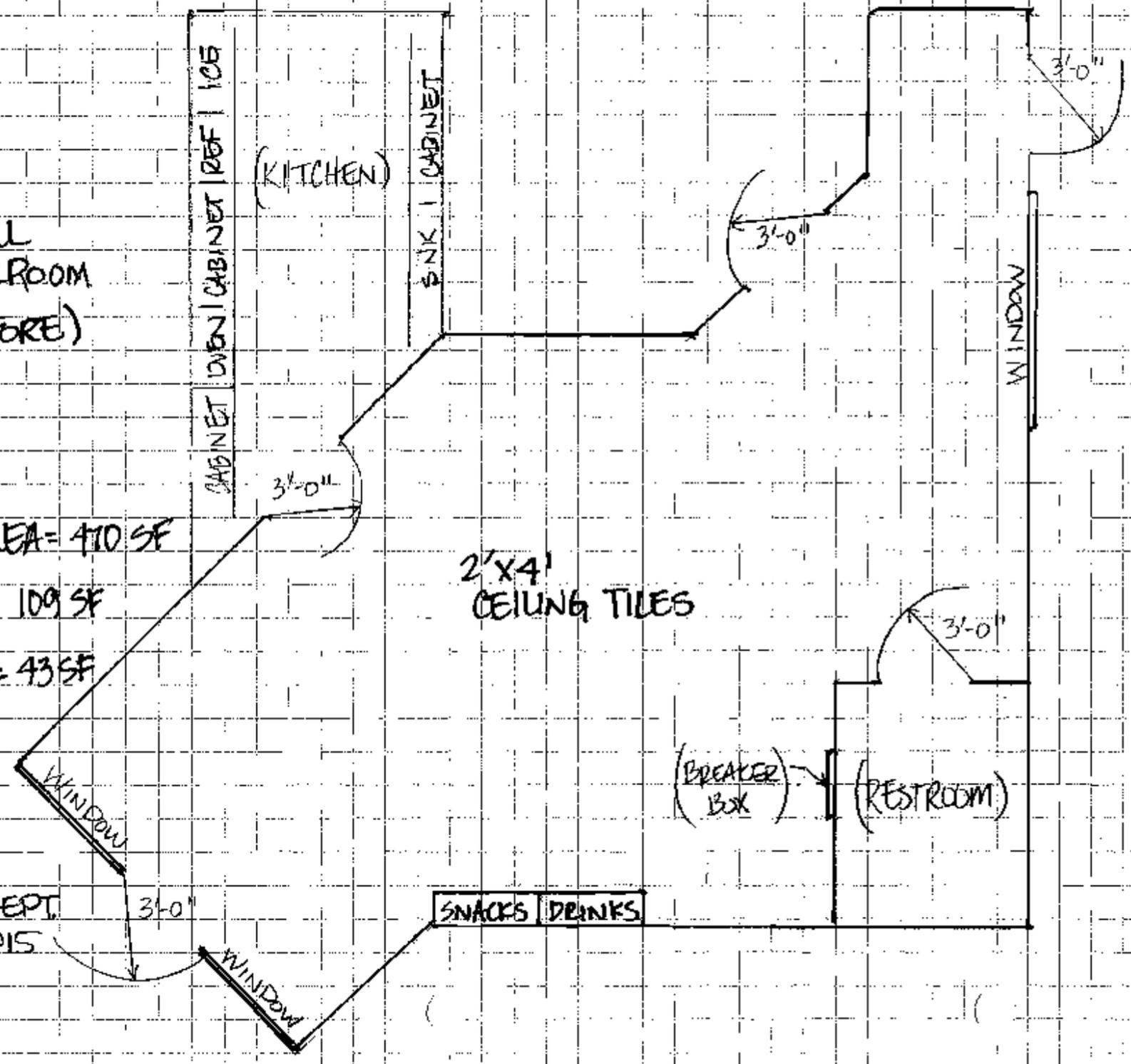
▨ = 1'

BREAKROOM AREA = 410 SF

KITCHEN AREA = 109 SF

RESTROOM AREA = 43 SF

ENGINEERING DEPT.
NOVEMBER 2, 2015
CAROL KALAFUT



SECOND LEVEL	
ENVIRONMENTAL HEALTH	200
BUILDING PERMITS & INSPECTIONS	201
PLANNING DEPT.	
OCCUPATIONAL TAX CERT	202
ZONING DEPT.	202A
ENVIRONMENTAL MANAGEMENT	203
PURCHASING DEPT.	204
JUDICIAL'S OFFICE	205
EMPLOYEE LOUNGE/VENDING	206
ELECTIONS/ABSENTEE VOTING	206A
ELECTIONS OFFICE	208
EXTENSION SERVICE	209
TRAINING ROOM	210
HUMAN RESOURCES	212
FIRE & EMERGENCY SERVICES	214
HEADQUARTERS	

IN CASE OF FIRE
USE STAIRS
NOT ELEVATOR



Many hallway entrance to break room (elevator/stairs)





EXIT

University of
GEORGIA
SMOKERS
No lighters, please.





AFTER

STONEWALL
BREAKROOM
(AFTER)

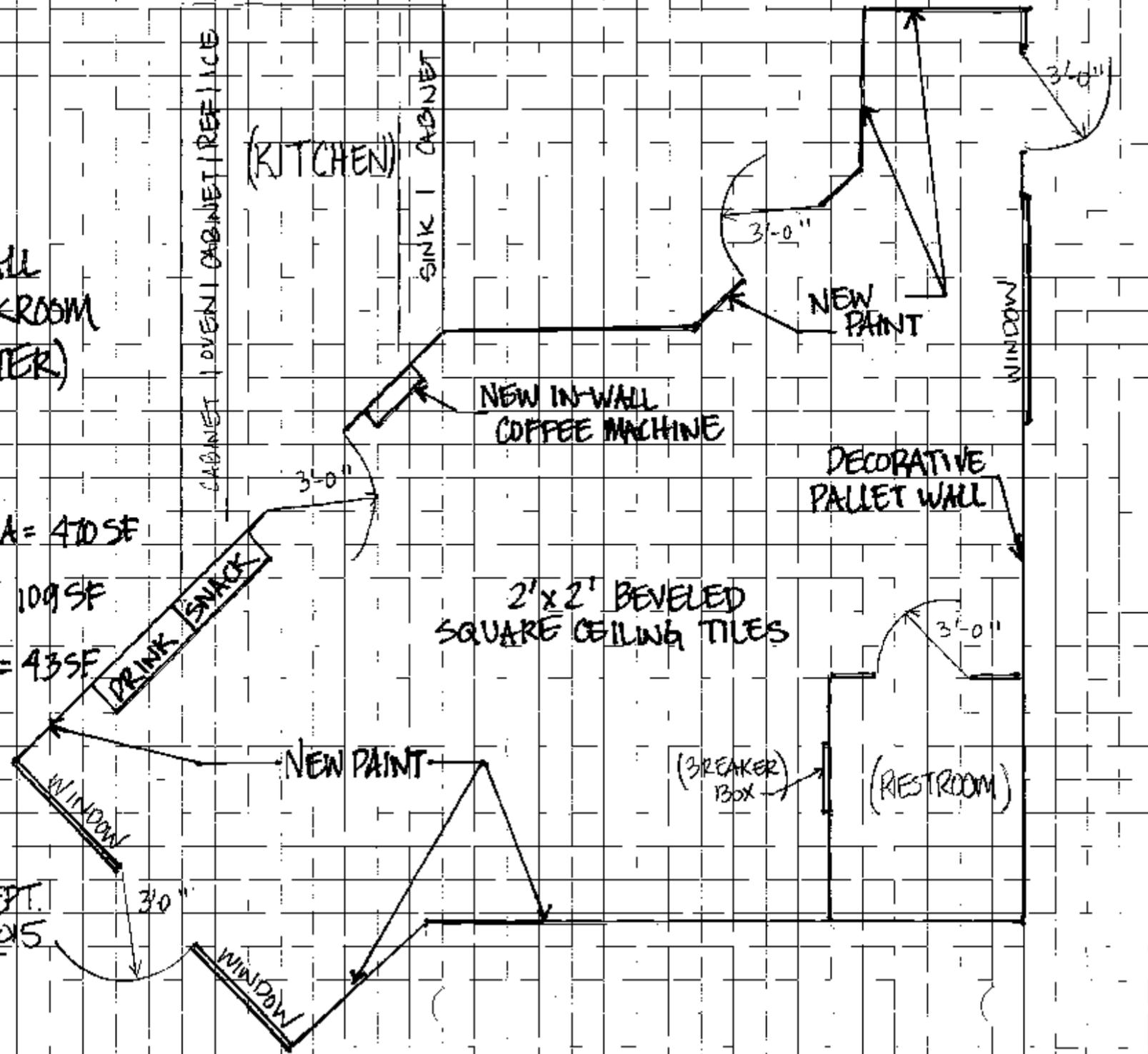
1/4" = 1'

BREAKROOM AREA = 410 SF

KITCHEN AREA = 109 SF

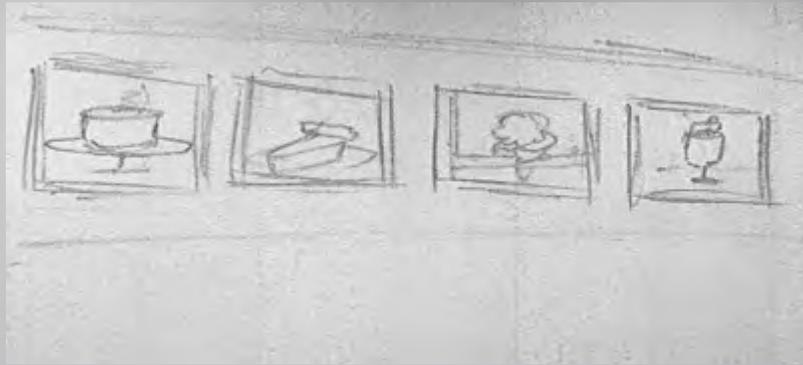
RESTROOM AREA = 43 SF

ENGINEERING DEPT.
NOVEMBER 2, 2015
CAROL KALAPUT



Wayne Theibaud Artwork

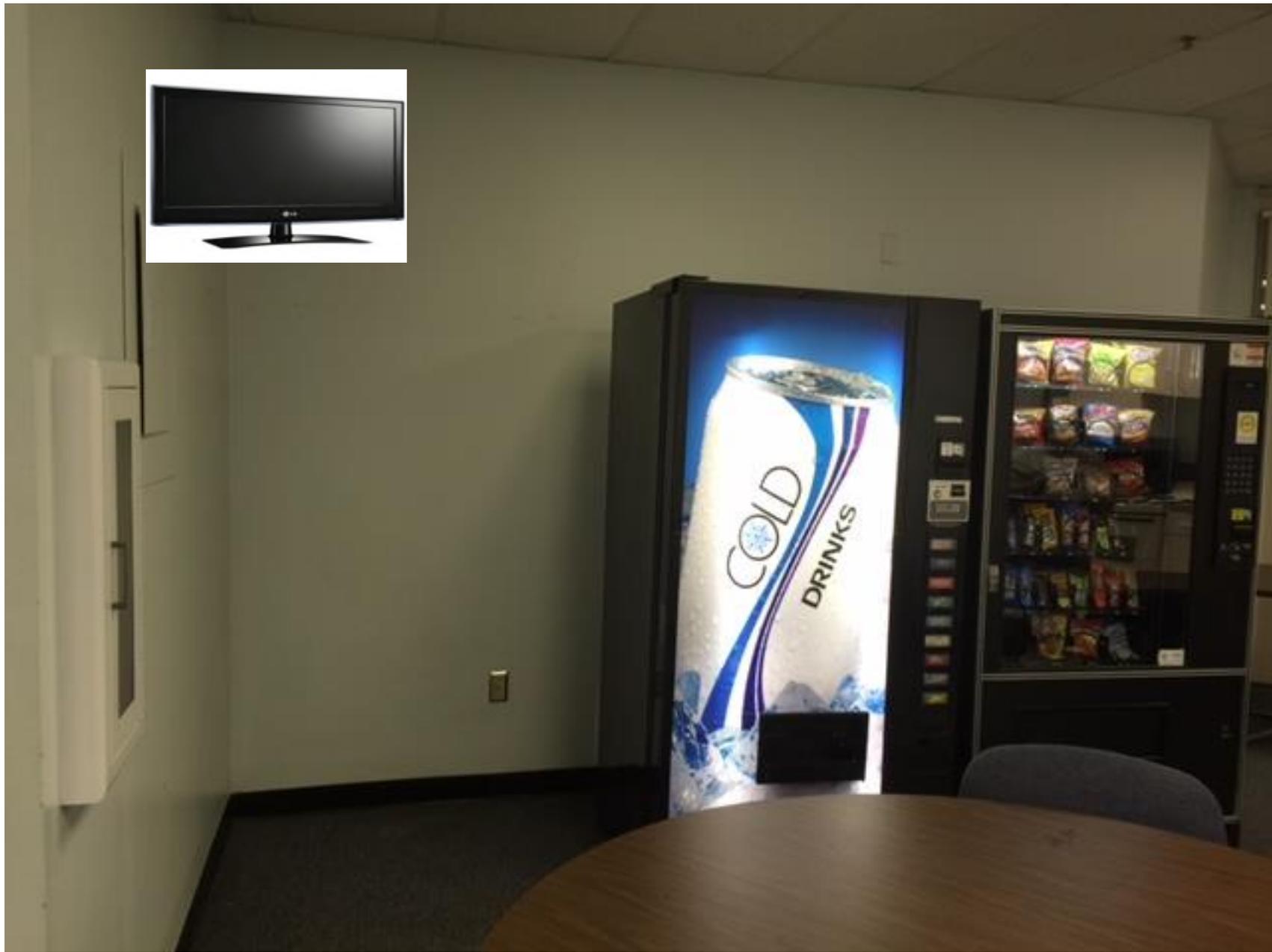






EXIT





COUNTY AGENDA REQUEST

New Business #15

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

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.

Background/History/Details:

The Fayette County Public Art Committee (PAC) offers opportunities and support to citizens, emerging student, amateur and professional artists, arts education resources, and public beautification arts projects.

On August 31, 2015, utilizing the local newspaper and the county's art web page, the PAC released a call for professional and amateur photographers "to participate in a unique photo mural project at the Fayette County Administration Building." A total of nineteen (19) photographers answered the call.

The project, entitled "County Government Works," will be a photographic representation of county efforts from all departments. Photographers will be assigned a department of the county government and asked to photograph employees at work. The Fayette County Public Art Committee will be in charge of the selection process to determine what photos are on the mural.

This is a civic art project and there is no compensation for participants. All photographers whose work is included on the mural will receive photo credits on the mural. The mural will be on the publicly exposed wall of the Human Resources Department in Suite 212 at the Fayette County Administrative Complex.

What action are you seeking from the Board of Commissioners?

Approval 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.

If this item requires funding, please describe:

Not Applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

This is an example of the Public Arts Committee, the Board of Commissioners, and local artists working together for the improvement of the Administration Building.

Human Resources Employment Room

Welcome
to
Fayette County



USA Deduction Form

Beneficiary Changes

Investment Changes

Direct Deposit



We
Fayette

AGREEMENT

This Agreement made and entered into this _____ day of _____, 20___, by and between FAYETTE COUNTY, GEORGIA (the “County”) and _____ (the “Photographer”).

WHEREAS, the County desires to assign photographers for its HR Photo Wall Project (the “Project”); and

WHEREAS, Photographer desires to participate in the Project by taking photographs of County employees and making said photographs available for inclusion in the Project.

WITNESSETH

In consideration of the covenants and agreements herein mentioned and for good and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1.

Photographer shall be granted access to County employees for the purpose of taking photographs to be submitted for the Project. In accessing said employees, Photographer shall abide by rules established by the County to protect the safety of said employees and Photographer. Said rules are contained in Exhibit “A”, which is attached hereto and made a part hereof by this reference.

2.

Photographer shall submit a minimum of _____ photographs for inclusion in the Project. Photographer may submit additional photographs in excess of the minimum number contained herein. Photographer shall have creative freedom to alter or edit the photographs prior to submission.

3.

The Fayette County Public Art Committee (the “Committee”) shall have sole discretion in choosing the photographs used for the Project. There shall be no guarantee that Photographer’s

photographs will be selected for the Project.

4.

Provided that Photographer submits the minimum number of photographs required by Section 2 above, the County shall pay photographer a sum of twenty-five dollars (\$25.00) to cover incidental costs of participating in the Project. Photographer shall receive no compensation for individual photographs, even if such photographs are selected for the Project. If any photograph submitted by Photographer is used in the Project, Photographer will receive a credit on the mural.

5.

Photographs selected for inclusion in the Project shall become the property of the County and County shall have all rights of ownership in said work, including the right to use, reproduce, prepare derivative works, publish, distribute copies to the public and display publicly. Photographer shall be permitted to use for their own purposes any photographs taken pursuant to this Agreement, regardless of whether or not such photographs were submitted for inclusion in the Project, provided that Photographer does not do so in such a way that would demean the County or the employees depicted.

6.

Photographer shall guarantee that all photographs submitted to the County pursuant to the terms of this Agreement are his or her original creation and that said photographs do not infringe the rights of any third party.

7.

The County may terminate this Agreement at any time and for any reason.

8.

Photographer is an independent contractor and shall at no time be considered an employee of the County.

9.

Photographer understands that, pursuant to the terms of this Agreement, Photographer will be granted access to areas of County property that are not generally accessible to the public at large. As a result, Photographer hereby assumes all risk and dangers and all responsibility for any losses or damages occurring while Photographer is accessing County property pursuant to the terms of this Agreement, whether caused in whole or in part by the negligence or other conduct of the County or its agents, officers, or employees, or by any other person. Further, Photographer, on behalf of himself or herself, his or her personal representatives and his or her heirs, hereby voluntarily agrees to release, waive, discharge, hold harmless, defend and indemnify the County and its agents, officers and employees from any and all claims, actions or losses for bodily injury, property damages, wrongful death, loss of services or otherwise which may arise while Photographer is accessing County property pursuant to the terms of this Agreement. Photographer specifically understands that he or she is releasing, discharging and waiving any claims or actions that he or she may have presently or in the future for the negligent acts or other conduct by the agents, officers or employees of the County.

10.

Photographer shall indemnify, hold harmless and defend the County from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) rising out of any act or omission of the Photographer in the performance of this Agreement.

11.

This Agreement shall be governed in all respects by the laws of the State of Georgia.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, all parties hereto have executed this Agreement by and through their respective authorized officers or officials, and have caused their respective seals to be hereunto affixed, upon the day and year first above written.

FAYETTE COUNTY, GEORGIA

ATTEST:

Charles W. Oddo,
Chairman

PHOTOGRAPHER

COUNTY AGENDA REQUEST

New Business #16

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

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

Background/History/Details:

During the August 27, 2015 Board of Commissioners meeting, the Board directed staff to revise Policy No. 210-07 pertaining to Grant Management.

The directed revisions were to include authorization to the Chairman and Vice Chairman to sign grant applications that do not exceed \$100,000.00.

"Exhibit A" provides a red-line version of the proposed policy.

"Exhibit B" provides a final version of the proposed policy.

What action are you seeking from the Board of Commissioners?

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

If this item requires funding, please describe:

Not Applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

“EXHIBIT A”

POLICY 210-07

GRANT MANAGEMENT

RED-LINE VERSION

**FAYETTE COUNTY
POLICIES AND PROCEDURES**

**OPERATIONAL FUNCTIONS
Finance - Grant Management
210.07**

PURPOSE

The purpose of this policy is to provide guidance to staff to ensure the coordinated and efficient administration of all County grants.

POLICY

The Board of Commissioners (BOC) actively encourages all departments and agencies to seek grant opportunities as alternative sources of funding for the achievement of outcomes and delivery of services desired by the citizens of Fayette County. There shall be a consistent and uniform process for obtaining authorization from the BOC to solicit, apply, accept, and budget for grants for the County and the management and reporting of grant activity by the County.

PROCEDURE

All departments and agencies must adhere to the procedures outlined in this policy for all monies received through federal direct aid, federal pass-through aid, state aid and other grants.

Grant opportunities provided by for-profit corporations will not be considered unless it is documented within the grant agreement that the County is not providing an endorsement of the corporation and/or its products. Solicitation by the corporation will not be allowed.

All federal and state grants are subject to federal and state requirements.

1) Grant Solicitation

- a) The BOC encourages the pursuit of any such grants provided that all fiscal implications, such as matching funds and continuing costs, are clearly identified in advance of the BOC's review and approval as provided herein.
- b) Departments and agencies shall notify the Finance Department of its intent to solicit grant funding providing support of the fiscal impacts as outlined in 1a.

2) Grant Application Process

- a) All departments and agencies seeking grant funds must obtain advanced authorization from the BOC through the agenda process.
- b) The Chairman or Vice Chairman is authorized to sign applications for grants in an amount not to exceed \$100,000.00.

**FAYETTE COUNTY
POLICIES AND PROCEDURES**

**OPERATIONAL FUNCTIONS
Finance - Grant Management
210.07**

~~a)c)~~ All grant applications in amounts that do not exceed \$100,000.00 must be approved by the department head(s) directly responsible for the grant, the Chief Financial Officer, and the County Administrator prior to signature by the Chairman or Vice Chairman.

~~b)d)~~ Authorization by the BOC will include both the ~~solicitation, application,~~ acceptance, and budget of required funding for the grant. The budget will be for the appropriate fiscal year; ~~s~~Subsequent fiscal years must be included in the normal budget process.

~~e)~~ ~~When a grant opportunity presents itself without sufficient time to go through the BOC agenda process, subsequent ratification of an application is permitted. In this case, the department or agency must notify the County Administrator in writing of their intent to apply for the grant and obtain approval of the County Administrator prior to submitting the grant application. BOC ratification of the grant application must be sought through the agenda process as soon as possible after applying for the grant based on the agenda submission schedule.~~

e) All solicitations, applications, acceptances, and budgets of grant opportunities in amounts greater than \$100,000.00 shall proceed through the normal BOC agenda process.

~~f)~~ The department or agency obtaining the grant will serve as the grant project/program administrator and is responsible for preparing the agenda item and must include:

- i) A copy of the grant application.
- ii) A budget amendment, coordinated with Finance for account assignment, outlining the grant amount and matching local funds as applicable.
- iii) Supporting documentation including correspondence with granting agency and verification of available local match funding.
- iv) Continuing operating costs identified and documented.

3) County Tax Support Implications

- a) All current or future County tax support funding implications associated with the grant must be identified and assessed prior to submission for BOC approval.
- b) Types of County tax support should include required local cash match, revenue and expenditure budget impact, impact on other departments and agencies, continuation of services when grant funding terminates, and any other type of implication not specifically identified in this policy.
- c) Any positions funded by the grant must be identified at the time of BOC application authorization.
- d) The County will not automatically assume responsibility for a position upon termination of the grant funds. Replacement funding must be requested during the normal annual budget process.

**FAYETTE COUNTY
POLICIES AND PROCEDURES**

**OPERATIONAL FUNCTIONS
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- e) Employees in County positions funded by grants are potentially eligible for unemployment compensation benefits upon termination of the grant funding. These benefit payments are at the County's expense and must be covered by the requesting department's existing operating budget.

4) Grant Notification

- a) Award – When a department or agency is notified of a grant award, the department or agency shall inform the BOC, County Administrator, and Chief Financial Officer. This notification must be made in writing and include pertinent information about the grant including grantor, grant amount, grant period, and grant purpose.
 - i) Finance will post the appropriate budget amendment upon award notification.
- b) Denial – When a denial of the grant award is received, the department or agency shall inform in writing the BOC, County Administrator, and Chief Financial Officer.
- c) Withdrawal – In the event that a grant application needs to be withdrawn or an award declined, the department and agency shall submit a BOC agenda request for the BOC to authorize the County Administrator to execute a letter of withdrawal to terminate the application or agreement as applicable. The agenda item support documentation must include the reason for such action, the approved agenda, and any correspondence with the grantor.

5) Grant Administration

- a) Grant Management - Each department or agency shall budget and manage its grant funds in accordance with the grantor's and the County's fiscal policies. Compliance with special conditions or any other grantor requirement/guidance as outlined in the grant shall be the responsibility of the department or agency obtaining the grant. The department should coordinate with other county departments in a timely manner to fulfill any unique stipulations associated with the grant.
- b) Budgeting - As applicable, grants should be incorporated into the County's budget process and five-year CIP plan. This is separate from the initial BOC agenda process requesting authorization to solicit, apply, accept and budget for the grant. Subsequent differences in the grant amount awarded and the budgeted amount adopted by the BOC will require a budget adjustment via the BOC agenda process. The department or agency should work with the Finance department in determining adjustment(s) needed.
- c) Procurement - All purchasing policies and procedures shall be followed, as they apply, for the purchase of goods, services, or construction made with grant funds.

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- d) Personnel - All human resource policies and procedures shall be followed, as they apply, for the administration of the grant award including but not limited to compliance with the Equal Employment Opportunity Plan requirement.
- e) Accounting/Reporting – Grant recipients shall be responsible for the following:
 - i) Revenue Monitoring - Submittals for grant reimbursement must be reconciled against actual receipts and provided to Finance for proper accounting. Receipt of grant reimbursed funds shall be provided to Finance for validation and deposit.
 - ii) Expenditure Control – only grant-related expenditures shall be charged to the grant account. All expenditures must meet the authorized use of funds as per the grant agreement. Finance must be notified and provided documentation required to record capital equipment or fixed assets. Departments shall not use grant funding to supplant County funds.
 - iii) Reporting – the department or agency shall ensure all procedures and requirements are followed in preparing and submitting financial and project reports, reimbursement requests, close out reports and any other documents as outlined in the grant agreement in a timely manner.
 - iv) Supporting Documentation - the department or agency shall provide Finance additional information needed to support grant transactions including:
 - (1) All correspondence with the grantor
 - (2) Grant agreement
 - (3) Amendments
 - (4) Extension requests and authorizations
 - (5) Requests for reimbursement with summary backup
 - (6) All reports – financial, program/project related
 - (7) Close out reports
 - v) Record Retention – each department or agency shall retain all financial files related to the grant for a period of five years after the submission of the final financial report or as otherwise specified in the grant’s terms and conditions, whichever is longer.

6) Audit Requirements

Grants may be subject to any or all of the following types of audits:

- a) Single Audit – Federally funded programs are subject to audit under the guidelines of the Office of Management and Budget (OMB) Circular A-133. If expenditures for all grants of the County in the fiscal year total more than \$500,000, then a single audit is required.
- b) Grantor/Program Audit – individual grantors may audit grant programs as they deem necessary. Departments and agencies should familiarize themselves with any grantor audit requirements.

Each department or agency should notify Chief Financial Officer in writing of any and all Federal or State audits, review, inspections and/or monitoring imposed on the County by a

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grantor. The department or agency should coordinate with Finance on any documentation needed prior to the conduction of an audit. Finance will notify the external auditor of any findings as a result of the audit.

“EXHIBIT B”

POLICY 210-07

GRANT MANAGEMENT

FINAL PROPOSED POLICY

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PURPOSE

The purpose of this policy is to provide guidance to staff to ensure the coordinated and efficient administration of all County grants.

POLICY

The Board of Commissioners (BOC) actively encourages all departments and agencies to seek grant opportunities as alternative sources of funding for the achievement of outcomes and delivery of services desired by the citizens of Fayette County. There shall be a consistent and uniform process for obtaining authorization from the BOC to solicit, apply, accept, and budget for grants for the County and the management and reporting of grant activity by the County.

PROCEDURE

All departments and agencies must adhere to the procedures outlined in this policy for all monies received through federal direct aid, federal pass-through aid, state aid and other grants.

Grant opportunities provided by for-profit corporations will not be considered unless it is documented within the grant agreement that the County is not providing an endorsement of the corporation and/or its products. Solicitation by the corporation will not be allowed.

All federal and state grants are subject to federal and state requirements.

1) Grant Solicitation

- a) The BOC encourages the pursuit of any such grants provided that all fiscal implications, such as matching funds and continuing costs, are clearly identified in advance of the BOC's review and approval as provided herein.
- b) Departments and agencies shall notify the Finance Department of its intent to solicit grant funding providing support of the fiscal impacts as outlined in 1a.

2) Grant Application Process

- a) All departments and agencies seeking grant funds must obtain advanced authorization from the BOC through the agenda process.
- b) The Chairman or Vice Chairman is authorized to sign applications for grants in an amount not to exceed \$100,000.00.

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- c) All grant applications in amounts that do not exceed \$100,000.00 must be approved by the department head(s) directly responsible for the grant, the Chief Financial Officer, and the County Administrator prior to signature by the Chairman or Vice Chairman.
- d) Authorization by the BOC will include both the acceptance and budget of required funding for the grant. The budget will be for the appropriate fiscal year. Subsequent fiscal years must be included in the normal budget process.
- e) All solicitations, applications, acceptances, and budgets of grant opportunities in amounts greater than \$100,000.00 shall proceed through the normal BOC agenda process.
- f) The department or agency obtaining the grant will serve as the grant project/program administrator and is responsible for preparing the agenda item and must include:
 - i) A copy of the grant application.
 - ii) A budget amendment, coordinated with Finance for account assignment, outlining the grant amount and matching local funds as applicable.
 - iii) Supporting documentation including correspondence with granting agency and verification of available local match funding.
 - iv) Continuing operating costs identified and documented.

3) County Tax Support Implications

- a) All current or future County tax support funding implications associated with the grant must be identified and assessed prior to submission for BOC approval.
- b) Types of County tax support should include required local cash match, revenue and expenditure budget impact, impact on other departments and agencies, continuation of services when grant funding terminates, and any other type of implication not specifically identified in this policy.
- c) Any positions funded by the grant must be identified at the time of BOC application authorization.
- d) The County will not automatically assume responsibility for a position upon termination of the grant funds. Replacement funding must be requested during the normal annual budget process.
- e) Employees in County positions funded by grants are potentially eligible for unemployment compensation benefits upon termination of the grant funding. These benefit payments are at the County's expense and must be covered by the requesting department's existing operating budget.

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4) Grant Notification

- a) Award – When a department or agency is notified of a grant award, the department or agency shall inform the BOC, County Administrator, and Chief Financial Officer. This notification must be made in writing and include pertinent information about the grant including grantor, grant amount, grant period, and grant purpose.
 - i) Finance will post the appropriate budget amendment upon award notification.
- b) Denial – When a denial of the grant award is received, the department or agency shall inform in writing the BOC, County Administrator, and Chief Financial Officer.
- c) Withdrawal – In the event that a grant application needs to be withdrawn or an award declined, the department and agency shall submit a BOC agenda request for the BOC to authorize the County Administrator to execute a letter of withdrawal to terminate the application or agreement as applicable. The agenda item support documentation must include the reason for such action, the approved agenda, and any correspondence with the grantor.

5) Grant Administration

- a) Grant Management - Each department or agency shall budget and manage its grant funds in accordance with the grantor's and the County's fiscal policies. Compliance with special conditions or any other grantor requirement/guidance as outlined in the grant shall be the responsibility of the department or agency obtaining the grant. The department should coordinate with other county departments in a timely manner to fulfill any unique stipulations associated with the grant.
- b) Budgeting - As applicable, grants should be incorporated into the County's budget process and five-year CIP plan. This is separate from the initial BOC agenda process requesting authorization to solicit, apply, accept and budget for the grant. Subsequent differences in the grant amount awarded and the budgeted amount adopted by the BOC will require a budget adjustment via the BOC agenda process. The department or agency should work with the Finance department in determining adjustment(s) needed.
- c) Procurement - All purchasing policies and procedures shall be followed, as they apply, for the purchase of goods, services, or construction made with grant funds.
- d) Personnel - All human resource policies and procedures shall be followed, as they apply, for the administration of the grant award including but not limited to compliance with the Equal Employment Opportunity Plan requirement.
- e) Accounting/Reporting – Grant recipients shall be responsible for the following:

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- i) Revenue Monitoring - Submittals for grant reimbursement must be reconciled against actual receipts and provided to Finance for proper accounting. Receipt of grant reimbursed funds shall be provided to Finance for validation and deposit.
- ii) Expenditure Control – only grant-related expenditures shall be charged to the grant account. All expenditures must meet the authorized use of funds as per the grant agreement. Finance must be notified and provided documentation required to record capital equipment or fixed assets. Departments shall not use grant funding to supplant County funds.
- iii) Reporting – the department or agency shall ensure all procedures and requirements are followed in preparing and submitting financial and project reports, reimbursement requests, close out reports and any other documents as outlined in the grant agreement in a timely manner.
- iv) Supporting Documentation - the department or agency shall provide Finance additional information needed to support grant transactions including:
 - (1) All correspondence with the grantor
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 - (6) All reports – financial, program/project related
 - (7) Close out reports
- v) Record Retention – each department or agency shall retain all financial files related to the grant for a period of five years after the submission of the final financial report or as otherwise specified in the grant’s terms and conditions, whichever is longer.

6) Audit Requirements

Grants may be subject to any or all of the following types of audits:

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- b) Grantor/Program Audit – individual grantors may audit grant programs as they deem necessary. Departments and agencies should familiarize themselves with any grantor audit requirements.

Each department or agency should notify Chief Financial Officer in writing of any and all Federal or State audits, review, inspections and/or monitoring imposed on the County by a grantor. The department or agency should coordinate with Finance on any documentation needed prior to the conduction of an audit. Finance will notify the external auditor of any findings as a result of the audit.

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