

BOARD OF COUNTY COMMISSIONERS

Eric K. Maxwell, Chairman
Randy Ognio, Vice Chairman
Steve Brown
Charles W. Oddo
Charles D. Rousseau

**FAYETTE COUNTY, GEORGIA**

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

140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

AGENDA

May 24, 2018

6:30 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 6:30 p.m.

Call to Order

Invocation and Pledge of Allegiance by Commissioner Charles Rousseau

Acceptance of Agenda

PROCLAMATION/RECOGNITION:

1. Recognition of the Fayette County Water System for receiving the Gold Award for the Crosstown Water Treatment Plant and the South Fayette Water Treatment Plant District 3 in Georgia from Georgia Association of Water Professionals.

(page 3)

PUBLIC HEARING:**CONSENT AGENDA:**

2. Approval of staff's recommendation to include "Addendum 3" to add an event to the Intergovernmental Agreement between the City of Fayetteville and Fayette County for use of county owned property. (pages 4-14)
3. Approval of Water Committee recommendation to continue the Metropolitan North Georgia Planning District Toilet Rebate Program with an additional \$50,000.00 for funding. (pages 15-20)
4. Approval of staff's request to donate two (2) Philips MRX Cardiac Monitor/Defibrillators and one (1) Ferno Proflex ambulance cot to the Southern Crescent Technical College. (pages 21)
5. Approval of the April 24, 2018 Board of Commissioners Minutes. (pages 22-34)
6. Approval of the May 3, 2018 Community Budget Workshop Minutes. (pages 35-36)
7. Approval of the May 7, 2018 Special Called Board of Commissioners Minutes. (page 37)
8. Approval of the May 10, 2018 Board of Commissioners Minutes. (pages 38-54)

OLD BUSINESS:

9. Consideration of the approval of Contract #1477-S, Carbyne Public Safety Ecosystem, for Fayette County 911, in the amount of \$192,000.00 per year for an initial five-year term and two one-year renewal terms and authorization for the County Administrator to sign related documents. (pages 55-98)

NEW BUSINESS:

10. Consideration of staff's recommendation to award Bid #1489-B: Antebellum Way Culvert Replacement SPLOST Category I for Fiscal Year 2018 to the low bidder, Pine Valley Concrete Company Inc., in the amount of \$446,903. (pages 99-102)
11. Consideration an Intergovernmental Agreement with the Fayette County Development Authority for the purpose of offering certain ad valorem property tax incentives to companies, businesses and industries in the County. (pages 103-114)

PUBLIC COMMENT:

ADMINISTRATOR'S REPORTS:

ATTORNEY'S REPORTS:

COMMISSIONERS' REPORTS:

EXECUTIVE SESSION:

ADJOURNMENT:

COUNTY AGENDA REQUEST

Page 3 of 114

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Recognition of the Fayette County Water System for receiving the Gold Award for the Crosstown Water Treatment Plant and the South Fayette Water Treatment Plant District 3 in Georgia from Georgia Association of Water Professionals.

Background/History/Details:

Every year the GAWP awards the Gold Award to water plants that meet stringent guidelines in the treatment of potable drinking water. The Fayette County Water System won this prestigious award for both the Crosstown and South Fayette Water Treatment plants for 2017.

What action are you seeking from the Board of Commissioners?

Recognition of the Fayette County Water System for receiving the Gold Award for the Crosstown Water Treatment Plant and the South Fayette Water Treatment Plant District 3 in Georgia from Georgia Association of Water Professionals.

If this item requires funding, please describe:

N/A

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

COUNTY AGENDA REQUEST

Page 4 of 114

Department: Administrator

Presenter(s): Steve Rapson, County Administrator

Meeting Date: Thursday, May 24, 2018

Type of Request: Consent #2

Wording for the Agenda:

Approval of staff's recommendation to include "Addendum 3" to add an event to the Intergovernmental Agreement between the City of Fayetteville and Fayette County for use of county owned property.

Background/History/Details:

At the January 11, 2018 Board of Commissioners meeting, the Board approved the Intergovernmental Agreement between the City of Fayetteville and Fayette County for use of county owned property with instructions to bring back to the Board any addenda for any additional non-city events held on county property.

"Addendum 3" is provided as backup.

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to include "Addendum 3" of added events to the Intergovernmental Agreement between the City of Fayetteville and Fayette County for use of county owned property.

If this item requires funding, please describe:

Not applicable.

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

If so, when?

Is Audio-Visual Equipment Required for this Request? No

Backup Provided with Request? Yes

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

Approved by Finance Not Applicable

Reviewed by Legal

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

CITY OF FAYETTEVILLE**COUNTY OF FAYETTE****USE OF COUNTY-OWNED PROPERTY AGREEMENT**

THIS AGREEMENT made and entered into this 11th day of January, 2018 by and between the CITY OF FAYETTEVILLE, a municipality duly incorporated in the State of Georgia, acting by and through its duly elected Mayor and Council, hereinafter referred to as the "City," and FAYETTE COUNTY, a political subdivision in the State of Georgia, acting by and through its duly elected Board of Commissioners, hereinafter referred to as the "County," for the use of certain County-owned properties (the "Agreement").

WITNESSETH:

WHEREAS, the City holds events on certain County-owned properties, specifically these properties are the Old Courthouse and Square (200 Courthouse Square) and the Fayette County Administrative Complex and grounds including Heritage Park (140 Stonewall Avenue West); and

WHEREAS, the City and the County desire by this writing to set forth the terms of their agreement for the City use of aforementioned County-owned properties;

NOW, THEREFORE, for an in consideration of the mutual premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, both parties agree as follows:

Section 1. Legal Authority

1.1 This Agreement shall constitute a binding, legal contract between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. Each of the parties herein covenants that it has the requisite legal authority to provide the services, perform the functions, and otherwise do all things necessary, convenient, and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication.

Section 2. Consent of the County

2.1 The County hereby consents to allow the City to hold and coordinate events, and also to coordinate and collect "use of grounds" fees for non-City events, on the aforementioned County-owned properties through this Agreement in return for the City meeting all stipulations set forth in this Agreement. The County has the right of first refusal on any planned events or activities of any kind.

Section 3. Stipulations

3.1 All applications require up to six (6) weeks-notice prior to any City event being held. The City shall notify and get written approval from the County Administrator or his/her designee of any City event not included in this Agreement (See Attachment A). Notice of event dates reflected in Attachment A will be provided at the beginning of each calendar year for scheduling purposes to the County Administrator or his/her designee. All applications for non-City events shall be subject to final review and written approval by the Board of Commissioners or their designee, and shall be considered non-binding until such approval is received.

3.2 The City shall provide security for any event via the Fayetteville Police Department and ensure coordination on such events with the County Marshal's Department.

3.3 The City shall submit a certificate of insurance for all non-City sponsored events to the County Administrator or his/her designee no later than two (2) weeks prior to the event. The County shall be listed with respect to general liability in the amount of \$1,000,000.

3.4 The City shall provide for trash collection and disposal at the event and shall remove all trash and litter from the County-owned properties after the event.

3.5 The City shall reimburse the County on an event basis for bathroom supplies (i.e., toilet paper, soap, paper towels, etc.) used in bathrooms of the Fayette County Administrative Complex based upon the cost reimbursement (See Attachment B). Payments shall be made to the County on a bi-annual basis.

3.6 The City shall not allow for the anchoring of tents and shade tarps that require driving stakes into County property. Tents, tarps and other items used for weekend events shall not block vehicular drive paths at the Stonewall Complex on weekdays. Items used for weekend events shall not be placed in such areas until after 5 p.m. on Friday and shall be removed no later than 10 a.m. on Monday.

3.7 The City shall not allow anchoring tents or shade tarps by tying said items to trees, shrubs, or light poles in or around the aforementioned properties.

3.8 The City shall consult with the County Administrator or his/her designee for any large structures, including large tent covers or stages that are to be located at the aforementioned properties.

3.9 The City shall notify the County of any special needs for electrical power, above and beyond what is currently provided, for the County's review.

3.10 The County shall allow the sale and consumption of malt beverages and wine at events on the aforementioned County-owned properties under the following stipulations:

- a. The event shall be a City sponsored event;
- b. The City shall issue the local event permit for the sale of malt beverages and wine, and ensure the vendor meets all applicable laws and regulations of the State of Georgia and the City of Fayetteville; and
- c. The City will ensure that police security is present as needed per event.

3.11 The City shall pay the County an amount equal to twenty-five (25)% of any “use of grounds” fees collected for any non-City events on County property. Payments shall be made to Fayette County no later than thirty (30) days after any such event.

3.12 The City shall consult with the County Administrator or his/her designee regarding the placement of signs at the Historic County Courthouse grounds.

Section 4. Indemnification.

4.1 To the extent allowed by law, the City shall indemnify the County against any losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses, including attorney fees, and any other liabilities incurred by, imposed upon, or suffered by the County in connection with or resulting from any claim, action, suit, or proceeding arising out of or in conjunction with the performance by the City of its duties and responsibilities under this Agreement.

Section 5. Term of Contract.

5.1 This Agreement shall begin on the Effective Date as set forth on the Agreement page of the contract, and continue through June 30, 2019. Thereafter, this Agreement may be renewed by the County for one-year renewal terms (each a “Renewal Term” and together with the Initial Term, the “Term”), which renewal will be by letter or other written correspondence from the County to the City sixty (60) days prior to expiration of the Initial Term or the then-current Renewal Term. If the County fails to provide notice of renewal, this Agreement will terminate at the end of the Initial Term or the then-current Renewal Term. This Agreement is subject to the multi-year contractual provisions of O.C.G.A. 36-60-13(a).

Section 6. Miscellaneous.

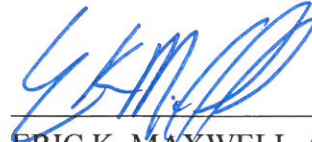
6.1 This Agreement shall constitute the entire agreement of the parties. No representations not contained herein have been relied upon or shall be binding upon either of the parties hereto. This Agreement may not be modified except by written agreement signed by both parties.

IN WITNESSS WHEREOF, the City and the County have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY, GEORGIA

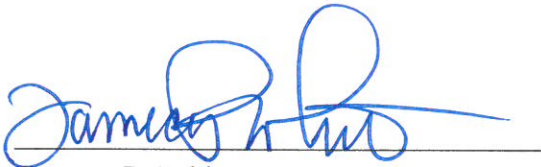
(SEAL)

By:



ERIC K. MAXWELL, Chairman

ATTEST:



Tameca P. White, County Clerk



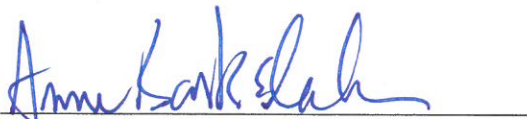
ATTEST:

MAYOR AND COUNCIL FOR
THE CITY OF FAYETTEVILLE

By:



EDWARD JOHNSON, Mayor



Anne Barksdale, City Clerk

Attachment A

CITY OF FAYETTEVILLE

COUNTY OF FAYETTE

AUTHORIZED FAYETTEVILLE MAIN STREET EVENTS

1. Fine Art Show on the Old Courthouse Lawn
2. Taste of Fayette
3. Chili Fest
4. Pumpkin Festival / Trick or Treat on Main Street
5. Downtown Christmas Parade / Tree Lighting
6. Lunch on the Lawn / Dinner on the Lawn
7. Fayette Market Days
8. Movie nights

Attachment B

CITY OF FAYETTEVILLE

COUNTY OF FAYETTE

STONEWALL INVENTORY COST REIMBURSEMENT

Women's Restroom:

1. Rolls toilet tissue - \$3.40
2. Multi fold packs paper towels - \$ 1.35
3. Hard roll paper towels \$3.00
4. Bag in box soap - \$3.35

Men's Restroom:

1. Rolls toilet tissue - \$3.40
 2. Multi fold packs paper towels - \$1.35
 3. Hard roll paper towels \$3.00
 4. Bag box soap - \$3.35
-

Addendum 1

CITY OF FAYETTEVILLE

COUNTY OF FAYETTE

ADDED FAYETTEVILLE MAIN STREET EVENTS

1. Fayetteville First United Methodist Church-Easter Palooza
2. Fayetteville First United Methodist Church-Sunrise Service
3. Beer Fest-Suds on the Square
4. Fayette Master Gardner Association
5. Fayette Love Your Pet Event

Approved March 22, 2018

Addendum 2

**CITY OF FAYETTEVILLE
COUNTY OF FAYETTE**

ADDED FAYETTEVILLE MAIN STREET EVENTS

1. Annual Back to School Expo



Addendum 3

**CITY OF FAYETTEVILLE
COUNTY OF FAYETTE**

ADDED FAYETTEVILLE MAIN STREET EVENTS

1. James Waldrop Chapter Daughter of the American Revolution Commemorates July 4th





received 5/8/2018

REQUEST FOR USE OF COUNTY-OWNED GROUNDS AND BUILDINGS

Request Submitted By: Susan Sloan, James Waldrop Chapter NSDAR

Address/City/State/Zip: 131 Dixon Circle, Fayetteville, Georgia 30215

Applicant's Name: Susan Sloan

Date Request Received: 5/8/2018

Phone Number:

Alternative Phone Number:

Request For: Use of Grounds

Location Requested: Historic County Courthouse

From Date: July 4, 2018

To Date: July 4, 2018

This Request is from a: Not-for-Profit Organization

Has Proof of IRS Not-for-Profit Status Been Provided?

No

Description:

On July 4th each year the James Waldrop Chapter Daughters of the American Revolution commemorates July 4th with a Let Freedom Ring Ceremony. During this short but meaningful ceremony, the 13 colonies and the names of the signers of the Declaration of Independence are read, and a bell is rung in their honor. The Marquis de Lafayette Chapter Sons of the American Revolution provides a color guard and a musket salute. The ceremony begins at 2PM and concludes about 2:15PM.

Special request: We sincerely ask that the continuous music system for the Historic Courthouse Lawn be turned off from 1PM until 3PM on July 4th. It is difficult for us to conduct the ceremony if the music is playing.

The Applicant has read the County's policy regarding the use of Public Property, agrees to abide by said policy, and to be held responsible for violation of the policy.

Yes

Applicant's Signature:

COUNTY STAFF USE ONLY

Does this request meet the terms and conditions of the County's established policy for use of county-owned grounds and buildings?

This Request Has Been:

By:

Date:

Signature:

Notes

Scanned to Taneca 5/8/2018

COUNTY AGENDA REQUEST

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Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of Water Committee recommendation to continue the Metropolitan North Georgia Planning District Toilet Rebate Program with an additional \$50,000.00 for funding.

Background/History/Details:

The toilet rebate program began in February 2008 with \$100,000.00 allocated to the program. Homes that were built before 1993 are eligible for the rebate. The Metropolitan North Georgia Planning District administers the program for the Water System. The customer applies for the rebate and supplies the receipts to the District and the approved customers list is sent to the Water System weekly. Customer bills have to be current. The Water System applies a credit to the water customers account for the amount approved for the toilet rebate. Additional funds were allocated in July, 2010 (20,000.00), in January, 2011 (\$22,000.00), in June, 2011 (\$25,000.00), January, 2012 (\$50,000.00), January 2013 (\$50,000.00) and December 2015 (\$50,000.00).

The number of toilets rebated is 3,122 with total credits given to customer accounts in the amount of \$282,200.00 as of April 25, 2018. The amount of water that has been saved by this program is 57,345.84 gallons per day or a projected \$67,605/year.

What action are you seeking from the Board of Commissioners?

Approval of Water Committee recommendation to continue the Metropolitan North Georgia Planning District Toilet Rebate Program with an additional \$50,000.00 for funding.

If this item requires funding, please describe:

The administrative fee will be funded from Water System Technical Services. The toilet rebates will be credits to customer water bills.

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?

STAFF USE ONLY

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

**MEMORANDUM OF AGREEMENT
FOR PARTICIPATION IN THE DISTRICT'S SINGLE-FAMILY TOILET REBATE
PROGRAM**

THIS AGREEMENT is made and entered into as of this 24th day of May 2018, by and between Fayette County Water System hereinafter referred to as the "Utility") and the Metropolitan North Georgia Water Planning District (hereinafter referred to as the "District").

WITNESSETH:

WHEREAS, the Utility is responsible for developing and implementing a water conservation program within its service area; and

WHEREAS, the District will coordinate and manage a District-wide Toilet Retrofit Program ("the Program") for single family residential customers by providing administrative services as stated in Duties of the District and

WHEREAS, the Utility desires to participate in the District-wide Program.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. Duties of the Utilities

- a. Follows the administrative procedures developed by the District for the management of the program.
- b. Receives weekly notifications from the District of rebates to be processed and issue rebate credits to customers in a timely manner.
- c. Upon receipt of notification by the District of a customer's eligibility for the toilet rebate, the Utility will respond to the District within 5 business days with notification of acceptance or rejection of each eligible customer and the reason for rejection.
- d. Answers customer questions about the status of their rebate credits (once their confirmation letters have been received).
- e. Agrees to pay District the processing fee for each toilet approved for rebate.
- f. Promotes the program through link on Utility websites, bill inserts, mailers, and/or other forms of communication.
- g. Verification of toilet installation is optional, but would be the responsibility of the Utility.

2. Duties of the District

- a. Provides administrative services to process the rebate applications.
- b. Maintains a website, application form, and reporting database for utilities.

- c. Maintains a telephone number and email address for customer questions about the program and processing applications.
- d. Mails or makes available applications to single family residential customers only.
- e. Receives rebate application from customer and verifies eligibility. Eligibility is determined based on date of home construction, receipt of original toilet purchase receipt, copy of recent water bill in name of applicant and confirmation of eligible toilet model.
- f. Notifies the Utility of rebate amount to credit customer.
- g. Sends a confirmation/rejection letter to each customer.
- h. Provides management reports for Utilities to access on a regular basis.
- i. Invoices the Utility for the \$10.00 administrative fee for each toilet approved for rebate.
- j. Maintains billing accounts and financial records for three years after the completion of this Agreement and provide periodic status updates to the Utilities.
- k. Provides periodic invoices to each participating Utility for administrative fees.

3. Costs Paid by the Utility

The Utility hereby agrees to provide funding of \$ \$50,000.00 for this program for the term of the agreement unless the agreement is terminated at which time the Utility would fund any applications that have been approved by the District and Utility prior to termination. Funding is the total annual amount allocated by the Utility for rebate and administration fees for the term of this Agreement. In the event the Utility meets the previously stated funding amount prior to the expiration of this Agreement, the Utility is no longer obligated to provide rebates or administration fees. The Utility further agrees that the District will only process rebates for single family residential toilets using 1.28 gallons per flush (gpf) or less and that have received the EPA WaterSense certification. Each rebate will have a maximum face value of \$100.00 per toilet. Additionally, the Utility agrees that an administrative charge of \$10.00 for each toilet approved for rebate will be charged. A customer cannot receive a rebate higher than \$200.00.

4. Payment Method

Utility will pay the \$10.00 administrative fee for each toilet approved for rebate to the District through periodic billings. Rebates will be issued by the Utility to participating Utility customers until the allotted rebate amount for the Utility is exhausted. The Utility may add additional funding at anytime during their program participation by amending this Agreement.

5. Term

This Agreement shall become effective as of the date first written above and shall continue in full force and effect until funds are expended. Either party may terminate this Agreement without cause by providing the other party written notice sixty (60) days prior to termination. This Agreement may be amended upon agreement of the parties. In the event of such

termination, the Utility shall be obligated to pay all issued rebates and administrative costs associated with rebates approved prior to such termination.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of the date first above written.

UTILITY

By: _____

Title: Commission Chairman

METROPOLITAN NORTH GEORGIA
WATER PLANNING DISTRICT

By: _____

Title: Chairperson

Metropolitan North Georgia Water Planning District
Water Utility Summary Report

Prepared for Fayette County on 4/25/2018 9:18:11 AM

Program Totals

Total Applications Received	2,337
<i>Pending Water Utility Approval</i>	3
<i>Approved</i>	2,169
<i>Rejected</i>	165
 Total Rebated Toilets	 3,122
<i>WaterSense 1.28 gpf</i>	2,522
<i>Low-Flow 1.6 gpf</i>	600
 Total Estimated Daily Water Savings (gallons)	 57,345.84

Current Contract Funding

Contract Dates	1/1/2016 - 1/1/2020
 Contract Funding	 \$50,000.00
 Contract Expenditures	 \$46,750.00
<i>Rebate Credits</i>	\$42,500.00
<i>Administration Fee</i>	\$4,250.00
 Funding Remaining	 \$3,250.00

Funding History

Total Expenditures	\$313,420.00
<i>Rebate Credits</i>	\$282,200.00
<i>Administration Fee</i>	\$31,220.00

April 25, 2018

FAYETTE COUNTY WATER SYSTEM
TOILET REBATE PROGRAM
SINGLE FAMILY RESIDENTIAL

The Single Family Residential Program began February 2, 2008 with funding of \$100,000.00. We extended the agreement for another year in February, 2009 and then amended a Memorandum of Agreement to continue the program until the committed funds had been expended February 11, 2010.

Additional Funds allocated:

July 2010	\$20,000.00
January 2011	\$22,000.00
June 2011	\$25,000.00
January 2012	\$50,000.00
January 2013	\$50,000.00
December 2015	\$50,000.00

Total funding to date: \$317,000.00

Number of toilets rebated – 3,122

Total spent on rebates – \$282,200.00

Total spent on administrative fee – \$31,220.00

Total spent to date – \$313,420.00

Remaining funds – \$3,250.00

The Multi Family Toilet Rebate Program was approved by the Board of Commissioners on March 8, 2018 with funding of \$100,000.00. We are beginning the process of working with the Metropolitan North Georgia Water Planning District on that new program.

COUNTY AGENDA REQUEST

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Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of staff's request to donate two (2) Philips MRX Cardiac Monitor/Defibrillators and one (1) Ferno Proflex ambulance cot to the Southern Crescent Technical College.

Background/History/Details:

These monitors have reached end-of-life cycle and were deemed as surplus in the spring of 2016. As specialty medical equipment there is a narrow user base for aged monitors of this type. The manufacturer has discontinued these models and no longer provides support, software updates and the preventative maintenance have lapsed.

The cot is of a model and design no longer used in the department. The mounting hardware inside Fayette County ambulances does not support this type cot. The cot is not able to be used in any reserve capacity.

These items would be of great value in the technical school environment for EMT and Paramedic students to provide real world type experience to students in a non-patient care scenario. Southern Crescent Technical College is Fayette County's local community training center.

What action are you seeking from the Board of Commissioners?

Approval to donate two (2) Philips MRX Cardiac Monitor/Defibrillators and one (1) Ferno Proflex ambulance cot to the Southern Crescent Technical College.

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:

BOARD OF COUNTY COMMISSIONERS

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FAYETTE COUNTY, GEORGIA

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 Marlena Edwards, Deputy County Clerk



140 Stonewall Avenue West
 Public Meeting Room
 Fayetteville, GA 30214

MINUTES

April 24, 2018

4:00 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 6:30 p.m.

Call to Order

Chairman Eric Maxwell called the April 24, 2018 Board of Commissioners meeting to order at 4:09 p.m. A quorum of the Board was present.

Invocation and Pledge of Allegiance by Commissioner Charles Oddo

Commissioner Charles Oddo offered the Invocation and led the Pledge of Allegiance.

Acceptance of Agenda

Chairman Maxwell moved to allow public comments for item #1 Proclamation recognizing April 2018 as "Confederate history and Heritage month" and April 26, 2018 as "confederate Memorial Day." Commissioner Charles Rousseau seconded.

Commissioner Oddo asked for clarification on the proposed order of the agenda.

Chairman Maxwell amended the motion to allow public comments for item #1 Proclamation recognizing April 2018 as "Confederate history and Heritage month" and April 26, 2018 as "confederate Memorial Day." after the Consent Agenda. Commissioner Rousseau amended the second.

Commissioner Oddo stated that he was fine with having the Board take a seat at the dais, have public comments on item #1 and then continue with the agenda. He stated that this was the first time the Board had allowed public comments under proclamation/recognition, so the Board could do as it choose.

Chairman Maxwell amended the motion to allow public comments for item #1 Proclamation recognizing April 2018 as "Confederate history and Heritage month" and April 26, 2018 as "confederate Memorial Day." after the Consent Agenda. Commissioner Rousseau amended the second. The motion passed 5-0.

PROCLAMATION/RECOGNITION:

1. Proclamation recognizing April 2018 as "Confederate History and Heritage Month" and April 26, 2018 as "Confederate Memorial Day."

This item was discussed immediately after the Consent Agenda.

Chairman Maxwell stated that no commissioner put the Confederate History proclamation on the agenda. He stated that it was a request from a citizen group. He stated that the Board did not typically vote on a proclamation and he did not recall ever allowing

discussion of a proclamation from the public. He gave brief comments regarding the procedure when making comments from the podium. He stated that it was 4:30 p.m. and at 6:00 p.m. the Board would take a recess.

Commissioner Brown stated that there may be some in the audience who had not read the proclamation. He read the proclamation to the audience.

Darryl Hicks stated that it was his belief that there was no one in the community that wanted a divided community, however there were things that do divide. He stated that one of the benefits that he often talked about in the community was the ability to work together. He stated that when a process was in place that allowed any proclamation to be brought before the Board, the challenge would be how to measure which should be brought before the Board and which ones should not. He used as an example the proclamation for Sergeant Eric Hunter as a proclamation that everyone could absolutely appreciate and then other proclamations that should be a red flag to the Board. He stated that the Board had a responsibility to throw up the red flag. He stated that it was important to communicate and that citizens felt like there was not an opportunity to have open dialogue about this proclamation. He asked that the proclamation process be "looked at" and allow for a conversation between people who would help the community. He stated that he hoped that this situation could be used as a chance to grow and heal.

Lillian Winbush-Smith stated that she was a real estate broker and that she was strongly opposed to the proclamation to recognize the Confederate holiday. She stated that the proclamation was divisive and hurtful.

Benjamin Terry stated that he was a sixth generation native Georgian. He stated that he studied American History with a concentration in 19th Century Southern United States History. He continued that this proclamation was a continuous of the rebranding of the war. He stated that the key words in the proclamation are a lie and he would urge the Board not to sign it.

Reverend Jeffery Benoit asked that all those who have served or have family members who have served in the military to please stand. He stated that it was treason to honor the Confederate by proclamation. He stated that to vote on it would make the Board treasonist. He stated that Fayette was in the process of being rebranded and if the Board approved the proclamation, businesses would find another place to do business. He stated that the "footprint" of the Confederacy could not be changed; it was a footprint of hate.

Scott Gilbert founder of the Georgia Division of the Sons of Confederate Veterans and past Fayette resident. He thanked those who have served in the military. He stated that the Sons of Confederate Veterans wrote the proclamation. He expressed that it was not the intention of anyone that wrote the proclamation to do anything to hurt the community or to offend anyone. He stated that there were symbols in the chamber and in the parking lot and the documents that gave him the freedom to attend this meeting, that cannot and would not pass the "politically correct" test that some people would impose.

Sean Bennett stated that for the last eighteen years he educated students in Fayette County. He referenced the recent event in Newnan, in Griffin and in Macon. He stated that he moved to Fayette County for a better life and to get his kids out of South Georgia because he did not want to raise racist. He stated that the Board had a choice to do the right thing. He continued that the proclamation was wrong in "50 different ways". It claimed that the civil war was fought for freedom and liberty and ignored the fact that slavery was the number one reason why the south went to war. He stated that if the Board choose this proclamation, then the Board was justifying slavery. He implored the Board to do the right thing.

Representative Derrick Jackson, District 64 and citizen of Fayette County for 14 years. He stated that he opposed Fayette County with this proclamation, he opposed City of Fayetteville with their proclamation and he opposed the Town of Tyrone with their proclamation. He continued that he found it disappointing and insulting that the Board would try to convince the audience that the Board had no control over the agenda. He stated that the service of Confederate soldiers was treason and should not be

conveyed as synonymous with patriotism. He asked the Board not to insult the intelligence of the people. He stated that the Board was elected by people, governed by the people and can be voted out by the people.

State Senator Valencia Seay, Senate District 34, stated that she had been the senator for 16 years, two years prior to that she was in the House of Representative where she was one of two votes that brought down the Confederate flag. She stated that she said that with pride. She stated that “we” should be “we” and not divisive. She stated that we do want to remember history, but not repeat it or insult the public. She stated that she did not want anyone to forget slavery, but she did not want Fayette County to ever celebrate it.

Eric Woods stated that one word stood out to him in the proclamation and that word was “patriotic”. He then quoted the oath of those who serve in the military. He stated that there was one category of soldiers who did not swear an oath and allegiance to the flag and that was the Confederate soldier. He stated that the Confederate soldier was a domestic terrorist. He continued that the confederacy was about white supremacy and slavery, therefore he respectfully implored the Board not to authorize, grant or bestow any type Confederate History proclamation in the names of the diversified and loyal citizens of Fayette County. He continued comments in opposition of the proclamation. He concluded that the Board had an opportunity to unite the county even further and to continue to progress economically, socially, and politically in Georgia. He asked the Board to do what was right because the proclamation did not represent all of Fayette County.

Elaine Beraza stated that her relatives were Confederate soldiers, not because they owned slaves, but because they were too poor. She stated that she was not proud of their service. She stated that she re-read the Constitution of the Confederate States. She read Section 9 Article 4. “No bill or law denying or impairing the right of property in negro slaves shall be passed.” She stated that the abomination of slavery divided the nation, deprived people of rights and led to a bloody civil war. She stated that it left a stain on Georgia and the nation and if the Board honored the stain it would spread. She named causes in April worthy of a proclamation; Month of a Military Child, National Mental Health Month, National Child Abuse Month and National Donate Life Awareness Month. She asked the Board to do what was right.

Joe Beasley stated that he grew up in Fayette County. He stated that when he heard this proclamation was on the agenda, he hoped the Board would do the right thing and not honor it. He asked the Board to work to make Fayette a more perfect union.

Representative Debra Bazemore, District 63, stated that her heart was heavy. She stated that she had heard from her constituents on this issue, asking the Board not to move forward. She stated that when people point out a wrong, the Board had to do what was right and not turn a blind eye to the people. She stated that this proclamation was not for everyone, but a few. She stated that this proclamation would cause more divisiveness. She stated that the Board had heard from the people and now was being held accountable for what they heard.

Fayette Citizen. He stated that this proclamation was about hate and that this community was about love. He stated that this Confederacy proclamation was wrong.

Robert Taylor stated that he was retired police officer from the City of Riverdale and investigator. He stated that he was the president of Urban Outreach Association-Griffin, Inc. in Griffin. He stated that he, the vice president and treasurer spoke against the proclamation at the City of Griffin meeting. He stated that as children of God, this was not about the skin, but about sin...the sin of slavery. He stated that the “enemy” [satan] would lead you to believe this was about skin because if it was, the “enemy” would be able to separate us and if “he” did that “he” would win.

Yvonne Smith stated that even if the Board did not know about this on the agenda, when the Board saw this item on the agenda, they could have said, “No. We don’t want any part of that.” She stated that she was 83 years old and that she can tell the Board about slavery. She stated that the confederacy was about holding blacks back. She shared her experiences growing up. She

stated that the Board did not have to let this come before them, they could have turned it down. She stated that she was not giving up on her community. She wanted to make livable conditions for everyone. She stated that proclamations were given to people who have done something good. She stated that this was not something that the community was going to let creep in. She stated that the Board did not have to put the proclamation on the agenda and she would appreciate it if the Board got rid of it.

Jovan Purifoy stated that she saw on Facebook that Fayette County would be recognizing April as Confederate History Month. She stated that she assumed, because it was on social media, that it was false so she did her research. She stated that when she saw that it was actually on the agenda, she could not let it be passed. She stated that even if the Board did not have the power to put it on the agenda, the Board did have the power not to approve it. She shared some of her findings regarding the civil war. She continued for the Board not to push the narrative for slavery and the oppression of other humans. She stated that whether others admit it or not, the confederate flag, that this organization flies under, was divisive.

The Board recessed at 6:02 p.m. The Board reconvened at 6:20 p.m.

Commissioner Oddo stated that he had a heartfelt conversation with the petitioner who was saddened at the way this turned out. It was not his intention for this to happen. He stated that respectively the petitioner was withdrawing the request for the proclamation. Commissioner Oddo stated that he wanted to let everyone know that the petitioners were Fayette residents and that was why they did not want this to happen. He stated that he spent hours working on a proclamation and they were very close, but it did not happen. He stated that they would be happy to sit down and come up with something that was beneficial to everybody.

Chairman Maxwell stated that the program would continue because he did not want to cut anyone off that had something to say. He stated that he was pleased with the resolve and that there was more work for the Board to do about the process and getting a proclamation on the agenda.

Billy Bearden stated that he was not a resident of Fayette County. He stated that he was from Carroll County. He stated that he was a member of the Sons of Confederate Veterans in Georgia. He stated that he was made aware of this fiasco on the internet. He stated that he felt he should show support of the proclamation because since 2003, he had sought out, requested and received over 100 proclamations from three different states. He stated that in the past the Board passed this proclamation and nothing happened. He stated that the proclamation was not to celebrate anything, but to acknowledge a time in history that happened. He stated that no one in the room was suffering from something that happened 155 years ago. He stated that it was shameful that the petitioner had been bullied to pull the proclamation. He stated that as a Son of Confederate Veteran, he honored the soldier and that was all it was about.

Chris stated that he was a resident of Fayette County. He stated that he had a lot of relative that fought for the confederacy, but that it was something that he was disguised, embarrassed and angry about. He stated that he could not change what his ancestors did a long time ago, but that we could change today. He stated that this county was attracting a lot of movie industries and if Fayette County was to get an image as one that upheld the confederacy, the jobs would leave in a second. He stated that he put the challenge on the Board to create a racial reconciliation process.

Erika Barmann stated that she was the daughter of a one-time undocumented immigrant. She stated that he fled from Nazi-Germany and her grandfather was the equivalent of a sergeant in the German Army as well as a choir director and at no time did she need to remember her history by wearing a Nazi uniform or honor her mother and father by having a Nazi flag and at no time did she honor a Nazi history month because there are museums, history books, and there were remembrances of the victims. She stated that this was not the way to represent heritage. She stated that the proclamation should not be brought back and that

the Board should instead recognize the racial tensions that exist in the county as united Fayette. She stated that there were two people speaking in favor of the proclamation and the representation speaking against.

Edward Ahmed-Mitchell stated that he was a civil rights attorney based in Atlanta, but that he lived in Fayette County. He stated that he grew up in the county. He stated that he was happy to see the petition withdrawn, but that a part of him was disappointed because he wanted to see the Board vote. He stated that he knew the Board well and he hoped that they would not have continued with the proclamation. He asked the Board that before adjourning the meeting, that they would go on record and say rather they would have supported the proclamation. He stated that every day he had to cross Stonewall Avenue that was named after Stonewall Jackson and that one day he hoped that would change. He stated that one-day Jeff Davis would have a different name, that Stonewall Avenue would have a different name and that this and other things, would be stirred up and changed. He stated that he respected the Board and appreciated the opportunity to speak.

Marcia Hendershot stated that she wanted to thank the petitioner for withdrawing the proclamation. She stated that it was a significant event and that she was sensitive to the need of the people in the room. She stated that perhaps when the Daughters of the American Revolution first proposed Confederate Memorial Day, perhaps it was just to honor the dead. She stated that things had taken a change. She thanked the Board for modifying the agenda so that the audience could speak. She stated that based on information that Commissioner Brown posted on Facebook, proclamations are not up for a vote. Commissioner Brown stated that was correct. Mrs. Hendershot stated that it would be nice to say that the Board "just read it", but the fact that the Board was saying the words and signing the proclamation...it said something and was an endorsement. She stated that she would suggest that the agenda process include, "Should this agenda item even be on the agenda?" She stated that she thought that agenda items were vetted as to not allow frivolous items on the agenda.

Chairman Maxwell explained the process for setting the agenda. He stated that no one had ever contacted him until this week when Wayne Kendall sent an email. He stated that it was the largest item since he had been a commissioner; 150 emails on the topic. The Board received feedback.

Mrs. Hendershot stated that she hoped that if she wanted a proclamation to have April 2018 declared "Anti babies in restaurant month", that the Board would review the proclamation and weed out something as ridiculous as that. She stated that she was so grateful for this day. She stated that Commissioner Brown stated on Facebook that he saw free speech as very important and that people from both sides should be heard. She stated that there were limits to that. She gave the example of the rules that were mentioned by Chairman Maxwell prior to hearing comments from the audience regarding this issue. She stated that agendas could be modified.

Chairman Maxwell stated that was why he made the motion to allow public comments.

Reverend James Vance stated that he was grateful to God that the right decision was made and that this item had been pulled out. He asked all veterans and their families to stand. He stated that he was a Vietnam veteran and he moved to Fayette because he was informed that Fayette County was a diverse county and welcoming of veterans and that the county was moving forward. He stated that there was no place where "losers" were allowed to erect monuments and be celebrated. He stated that he was offended by Nazi flags on American soil. He stated that it did not make sense that the Board would be considering any kind of adoration for treason.

Leonard Presberg stated that he resided in unincorporated Fayette County. He stated that he spent a lot of time talking to people in the county. He stated that he was flabbergasted by the concept that someone would say that they did not know this would be controversial. He stated that given the recent events in Griffin, Newnan, events since the recent election and Charlottesville... to say that the Board was surprised by families and neighbors standing to say that they were offended by this proclamation meant that the Board needed to get out in Fayette County a lot more. He stated that the idea that proclamations

“just show up and get signed”, it was joked about, but was not a joking matter. He stated that he was glad that the proclamation had been receded. He stated that he hoped the Board would revisit the process and reach out to the community and that the proclamations that came from the Board would be more reflective of the whole community.

Terry Williamson, president of the Fayette County branch of the NAACP. He stated that it was touching to see and listen to the outpouring of emotions from the citizens. He stated that he only heard of this proclamation in 2017 and there was no outrage or uproar. He continued that it still hurt to hear it being read. He stated that he heard the words that were shared by the representatives of the Sons of the Confederate back then and they disavowed the hate groups that stole their symbol and that they wanted nothing to do with them. He stated that a few weeks ago, the former president of the Fayette County Chamber asked him if he would attend a communication session with a couple of representatives from the Sons of the Confederate Veterans. The commander started out with how he could go back five or six generations and trace his ancestry in the county and he and the other African American that was in attendance could not go back that far. He stated that as much as they would like to know where they came from they could not go back that far because their ancestors were brought here in bondage. He stated that whenever an African American saw a reference or symbol that haunts back to the confederacy, it was a reminder of bondage and chains and a time when African Americans were thought to be less than humans. He stated that he agreed that there needed to be a wholistic story being told when it came to confederate history. He stated that when we have a proclamation that was one-sided, that was a problem. He stated that Fayette County had the opportunity to set an example and to build reconciliation between race. He stated that some people referenced that the City of Fayetteville and Town of Tyrone had already passed Confederate History proclamations and some wanted him to condemn them for doing so. He stated that he could not do that because that city/town did not have the push back. He stated after today, he was willing to bet that there would be a change of attitude from those respective cities/towns. He stated that he would be a part of the change.

Reverend Jared Sawyer Jr., founder of “You Power Purpose, Inc.”. He stated that it was disgraceful to him, what was taken place; not the gathering of the people, but the gathering of everyone considering the notion of this particular proclamation. He stated that he lived in DeKalb County. He stated that he was from Georgia and that he appreciated his ancestral roots and that he had southern pride, but that he did not support the confederacy. He stated that it was disgraceful for anyone to support it and to embrace pride in the confederacy. He stated that to embrace pride in the confederacy was to embrace a time when African Americans were at their worse. He gave an account of the great grandson of Robert E. Lee and how he announced his regrets about what happened and that everyone can take down the statues and memorials of Robert E. Lee. He stated that if the family could be sufficed with not commemorating the confederacy, then why was the Board entertaining the thought of commemorating and celebrating the confederacy in 2018 in any fashion. He stated that he also would have liked for the Board, as representatives of the county, stand and say that they did not support the proclamation. He stated that if the Board had no say over the agenda that was a problem.

Delvonnie Burgess stated that the word “confederacy” had a very dark stain on the country. She shared a story of her uncle, from three generations, who was attacked by a lynch mob on the way home. She stated that she was pleased to know the petitioner withdrew the proclamation, however if the Board had signed the proclamation, she stated that it would have been “shame on you.”

Jennifer Chenette stated that with the level of hate in the world today, it may have always been around, but it was at least “polite” and now with the recent election the valve on hate had been opened up in this country. She stated that after 50 years since the assassination of Martin Luther King Jr. where are we as a nation. She stated that she believed the repair began at home, at the local level and in our community. She stated that she did not want Fayette County to be known for this proclamation and there was a long list of things that could be honored in Fayette County. She listed some of these things. She stated that she was impressed with those who have spoken today.

John Jones resident of Fayette County. He thanked the Board for opening up this forum. He stated that we should never forget black people live in a country where they were never intended to be free, educated, treated equal or allowed to vote. He stated that he advocated for an apology. He stated that every decent of African slaves was an unintentional American. He stated that he had to overcome a lot of doubt to become an airline pilot. The doubt that came from those who oppressed his parents and fore parents that was passed to him, but he was glad that he overcame it. He stated that this was a great day in Fayette County.

Bonnie Williamson stated that she moved to Fayetteville with the intention of buying sweat pants, laying back and having a very easy life. She stated that she was glad this came about and that it was brought to everyone's attention. She stated that if the petitioner had not receded the proclamation, she would have expected the Board to sign the proclamation with the understanding that it would have been the very last time. She stated that she put this on all Fayette County citizens because she watched this proclamation come through year after year and no one said anything about this proclamation. She stated that it was up to the citizens to make changes. She stated that when the community let things on the agenda pass, they were saying it was okay to sign. She stated that she was tired of seeing Fayette County in the news for negative things and that it was time to start getting it right.

Larry Younginer stated that he was a 30-year resident of Fayette County. He stated that there was a terrorist shooter in Nashville and there was a hero there too and without the hero it would have been a lot worse. He stated that there was a hero present. He stated that he received an email from Wayne Kendall. He stated that there were roughly 200 people present before the meeting to protest the proclamation. He stated that most of them came in to the meeting. He stated that two people spoke in favor of the proclamation and one of them was not from Fayette County. He stated that meant that the Board was about 99% wrong on presenting this proclamation. He stated that if the Board was missing the boat on 99% of the contingents, then what kind of leaders were they. He stated that the 200 should have never had to be at the meeting for this because it should not have made the agenda.

Nicholas Hansen stated that he moved to Fayette County in the first grade. He stated that up to this point he had been very proud of being a citizen of Fayette County. He stated that one of his co-workers told him about the proclamation and so he looked in to it. He stated that when he looked at the document he said this was how Satan worked. He stated that this was evil at work. He asked the Board to try to use discernment. He stated that the congregation where he served wanted a congregation that truly represents Fayette County...Fayetteville and that they did not have one because people are put off at the fact that the square was configured in a way that we are constantly reminded of the negatives that have happened in this area. He extended a personal invitation to everyone to come worship at the "church on the square". He challenged everyone to do what they could do.

Ken Bryant asked why the meeting was on Tuesday instead of the regular Thursday. Chairman Maxwell explained that some members of the Board were scheduled to attend the annual Commission training in Savannah, Georgia and that the meeting was moved at the beginning of the year to accommodate that. Mr. Bryant asked if the Board intended to state how they would have voted. Chairman Maxwell stated that there was not a motion on the floor, therefore it would be up to each individual Commissioner to decide if they wanted to answer that question. Mr. Bryant stated that he applauded Commissioner Rousseau for being courageous and helping to inform the citizens. He stated that he also applauded Commissioner Oddo for having conversations with the Sons of the Confederate.

Dollie Pollard stated that the idea of a quality of life quotient brought her here from Fayette County. She stated that what attracted her to Fayette County, despite its history, was the idea of diversity and that people will come out and speak. She stated that some people have said that this proclamation should never been considered. She stated that the fact that it did come and that the Board had witnessed the response, put the Board on notice as leaders and representatives of the citizenry, that the Board had a big job to communicate and bring things to the constituents before they are considered.

The discussion was brought back to the Board. There was no motion on the floor.

Commissioner Brown stated that he suggested early on to make this an agenda item to allow comments. He stated that Fayette County was the only government that allowed speakers to speak for as long as they like on any topic. He stated that he agreed with Mr. Williamson. He stated that the street names could be changed anytime someone voted to change the street names. Chairman Maxwell informed that the streets are within the City of Fayetteville's jurisdiction. Commissioner Brown stated that it could be done and that it was just a matter of a vote. He stated that when he went to journalism school they drilled the first amendment into him and he was glad that they did. He stated that he had been one of the strongest components of first amendment rights for all people and he made no apologies for holding that position. He stated that he saw what happened in Griffin and the man should have been carried out of the meeting immediately. He continued that it was inexcusable behavior. He stated that there was difference in issuing thoughts and opinions that a room of people may not agree with and insulting people and vulgar name calling. The second part would get someone escorted out. He stated that veterans were mentioned a lot. He stated that veterans were used to discuss what was right and what was wrong. He stated that many would remember that some of those who came back from Vietnam were mistreated and chided. He continued that when he was a boy there would not have been an Vietnam veteran recognition. He stated that he and the Board gave an oath to uphold the United States Constitution and as part of that was the first amendment freedom of speech. He stated that it did matter to him who was speaking or what was being said as long as they didn't slander or incite violence. He stated that the first amendment was what preserved the remaining freedoms of the Bill of Rights. He stated that he was the only white person in his family and that he and his wife did not always agree. He stated that his kids got him interested in the NAACP. He stated that he recalled a magistrate judge that was using the "N" word while on the bench and they filed a complaint with the judicial qualification committee. He stated that he was the only elected official that took a stand. He stated that he was not saying that to brag, but in total disappointment that he was the only one who was willing to say something. He stated that he would hope that the NRA and hunters would say that it was not right for an officer to shoot a licensed armed African American man. He stated that until society was willing to give up a little and drop the ego, then we would never reach that point. He stated that the sides are so divisive. He stated that the City of Newnan had no choice but to allow that gathering. He stated that once the square was open for events, they could not withhold from anyone else. He stated that Oliver Wendell Holmes said, "If there is any principle of the Constitution that more imperatively calls for attachment than any other, it is the principle of free thought – not free thought for those who agree with us but freedom for the thought that we hate." He stated that he liked that he used the word "hate" because what Oliver Wendell Holmes realized was that every individual's freedom depended on the ability to tolerate someone else's speech. He stated that it was ok to be offended. He stated that hate speech victimized people, but it only victimized people that allowed themselves to be victimized. He wanted to know who would be the person to be the arbitrator of what was hate speech. He stated that hatred was perfectly rational and that it was a just response to extreme assault on one's core values. He stated that Donald Trump was an example. He stated that some people saw this proclamation as "racist hate speech" and he did not see any "racist hate speech" in the proclamation. He stated that some may want to infer that between the lines, but he did not see it. He stated that the thing that bothered him was the microaggression and that we are raising ultra-fragile adults that hear something they may not want to hear. He expressed other concerns regarding free speech. He stated that all speech should be protected; Sons of the Confederate Veterans or Black Lives Matter. He stated that the Board could not arbitrarily say what proclamations it would not take. He stated that he asked for changes on both the NAACP proclamation and the Sons of Confederate. He stated that it was better to accept the proclamations rather than to say not to do any proclamations. He stated that the Board was not picking and choosing the "winners and losers" in the freedom and the thought battle. He pleaded for everyone to stop the trigger warnings, the safe spaces, the "I'm offended so stop everything" and start to debate. He stated that the sad part about Ferguson was that only 29% was white and the vast majority was African American and could have turned that police force over any time they wanted to. He stated that they did not get involved and that police brutality had been documented year after year, after year. He stated that 29% should not dictate what should happen. He pleaded not to restrict speech. He stated that he would have signed the proclamation because he believed in freedom of speech.

Vice Chairman Ognio stated that he agreed that we should know history so that it did not repeat itself. He stated that there was some misinformation in the public and that we could do a better job in teaching our kids what really happened so not to repeat it. He continued that the civil war had been so distorted and there were all kinds of information and getting to the facts was hard to

do sometimes. He stated that people have said that the Confederate soldiers were treasonist, but the fact was that they were not part of the Union at that time; the states had succeeded. He continued that there was a lot of information and people needed to get the facts. He stated that he had done some digging to try to clarify some things for himself. He stated that Robert E. Lee was a God-fearing man and a lot of people did not know that. He stated that he liked that Mr. Williamson was willing to sit down and have discussions and maybe there could be a proclamation that everyone was happy with. He stated that he did sign the proclamation. He stated that he did not see it as promoting slavery, but he saw it as how far we have come. He stated that his grandfather came to the United States from Italy and he was told to go to New Jersey to eat because that was where the Italians were. He stated that his grandfather would say, he did not come to be Italian, he came here to be an American.

Commissioner Oddo stated that he was one that harped on communications. He stated that he wished the proclamation had come about differently because of his relationship with some of the people in the room that went back to the district voting lawsuit. He stated that the conversation was started with a phone call that led to a discussion with the Board, which led to mediation and then a compromise. He stated that the Board was able to handle it quietly and to the satisfaction of most people and he still believed that was the way it should be. He stated that he worked hard to try to come up with a resolution to this proclamation. He stated that he lived in Fayette County 47 years and that there were issues, but he had seen the welcoming and seen people getting along. He stated that he made notes and there were 34 speakers and he tried to summarize what each speaker was saying and he was going to use it to help guide him. He thanked everyone for expressing themselves and for being civil.

Commissioner Rousseau commended everyone that took the time to weigh-in on this issue and being the voice of the people of the county. He stated that he was agreeable with his colleague on the subject matter that we should be careful and not proceed with "knee-jerk" reaction about picking and choosing when to tackle uncomfortable issues. He stated that it was not the responsibility that the Board signed up for. He stated that he used to tell his staff that leadership required leaders to be uncomfortable. He stated that when responsible for a multitude of people, everyone was not going to agree with the decision. He stated that he wanted to be careful about the process and when citizens or the Board put things on the agenda. He stated that he agreed with some of the things stated in regard to the civil war being synonymous with race. He stated how to move forward with that would determine how the county was as a community. He stated that one of the speakers spoke of a reconciliation council and he supported that and he would help assist and lend his voice. He stated that he had not passed down any invitation from an individual or group when asked to be present, unless there was a scheduling conflict. He stated that free speech was a touchy subject, but only when we did not agree. He stated that as a leader, elected by the citizenry of Fayette County, once the agenda was adopted the Board had a responsibility to hear it out. He stated that based on the information that came to the Board, they weigh the merits of a particular item, on its merit, and then let their conscious be the guide when voting. He stated that silence was sometimes endorsement. He stated that there was no more to say, but a lot to do. He stated that he would not have signed the proclamation because the language put government in a position as if to endorse a position.

Chairman Maxwell stated that before he entered the room he wrote down four motions because he wanted to have an alternative plan. He stated that the first motion passed to open up the discussion. He stated that typically with a proclamation there was no discussion. He stated that his next motion was to remove the item from the agenda and if it had not passed, the next motion was to postpone the proclamation to a later date to get more dialogue. He stated that he was present and he listened to everyone speak. He stated that the other motion was for the Board to discuss how to address all proclamations in the future. He stated that there will be some discussion to come up with a better process. He stated that he heard those that spoke. He stated that this county was going through a transition. He stated that sitting on the Board was not an easy job. He encouraged others to run for office. He stated that there was a different perspective when sitting at the dais. He stated that the Board just wanted to make the right decision. He stated that he had probably made up in his mind before listening to the group for two hours that he would sign the proclamation, but after listening to everybody, it was a different perspective that he had ever heard or thought. He stated that he was not a member of the Sons of Confederate Veterans and did not have any family members who were. He stated that he had lived in the community for 46 years and it was a great community. He stated that after law school he had a choice and he

chose Fayette County. He stated that the discussion was a healthy discourse. He stated that he was disappointed if people were upset that the Board talked about it. He stated that there had to be conversations.

The Board recessed at 8:30 p.m. and reconvened at 8:47 p.m.

2. Proclamation recognizing May 2018 as Motorcycle Safety and Awareness Month.

Commissioner Oddo presented the proclamation on behalf of the Board, to a group representing motorcyclist in Fayette County. Mr. Edward Andross gave comments and thanked the Board.

3. Presentation to proclaim May 5, 2018 as Sergeant Eric Hunter Day in Fayette County.

Vice Chairman Randy Ognio presented a plaque to Sergeant Eric Hunter on behalf of the Board. Ms. Kay Fulp thanked the Board and announced a fundraiser for the Gary Sinise Foundation to raise money for the home being built for Sergeant Hunter and his family. The event was scheduled to take place on May 5, 2018 at Fun Spot aka Dixie Land. Sergeant Hunter stated that he was excited about becoming a part of the Fayette County community.

4. Proclamation recognizing May 7, 2018 as "Water Professionals Appreciation Day."

Commissioner Steve Brown presented a proclamation on behalf of the Board to Water System Director Lee Pope and staff. Mr. Pope gave comments and acknowledged the staff that work hard, around the clock to make sure the community had clean drinking water.

PUBLIC HEARING:

CONSENT AGENDA:

Commissioner Brown amended motion to approve the Consent Agenda, to include an updated "Fayette County Comprehensive Plan Amendment Capital Improvement Element Project FY2019-FY2020". Commissioner Oddo amended the second. The motion passed 5-0.

- 5. Approval of staff's recommendation to include "Addendum 2" of added events to the Intergovernmental Agreement between the City of Fayetteville and Fayette County for use of county owned property.**
- 6. Approval to amend Contract #1418-S with AdaptToSolve, Inc. for the purchase and installation of an additional security camera at the Fayette County Public Library in the amount of \$1,490, using available funding from the Library's LED Lighting project and to close project 7565J, Library LED Lighting.**
- 7. Approval of Resolution 2018-09 to adopt the Fayette County 2017 Annual Report on Fire Services Impact Fees (FY2017), including Comprehensive Plan amendments for updates to the Capital Improvements Element and Short-Term Work Program (FY2018-FY2022).**
- 8. Approval of the April 12, 2018 Board of Commissioners Meeting Minutes.**

OLD BUSINESS:

NEW BUSINESS:

The Board recessed at 8:30 p.m. and reconvened at 8:47 p.m.

9. Consideration of Ordinance 2018-01 to add Section 26-63. -Street authorization in Chapter 26 of Article III, Motorized Carts.

Planning and Zoning Director Pete Frisina stated that this was a paragraph that was adopted regarding a protocol when looking at a street outside of a subdivision was being used for golf cart use. He stated that he thought it was left out when the code amendments were done in 2014, but in 2008 staff had not presented a proper ordinance so it did not get into the code. He stated that staff wanted to get the paragraph back in the code.

Commissioner Brown stated that in Peachtree City, if it was a residential street in a standard residential subdivision that a golf cart could be driven on those streets.

Mr. Frisina stated that normally when someone wanted to use the internal streets of the subdivision, staff did not do the study and it was just brought before the Board and approved. He stated that it was easier to do it on a case-by-case study.

Commissioner Brown asked if this passed, would the Planning Commission take on review all the subdivisions aligned with a path system to make sure it was included. Mr. Frisina stated that he believed that all that are on the path had already received permission. He stated that it was not part of the Planning Commission and that it came to the Board to make the recommendation.

Commissioner Oddo moved to approve Ordinance 2018-01 to add Section 26-63. -Street authorization in Chapter 26 of Article III, Motorized Carts. Vice Chairman Ognio seconded. The motion passed 5-0.

10. Consideration of the Water Committee's recommendation and approval of Ordinance 2018-08 to provide for the official formation of the Fayette County Water Committee.

County Administrator Steve Rapson stated that this was the establishment of the Water Committee following the format used to create other committees. He stated that this committee was proposed to have seven members; the county administrator or his designee, the director of the water system, director of planning and zoning, chairman of the board of commissioners or his designee and three Fayette County resident who are also water system customers. He stated that if approved, two of the residents would have to be appointed.

Commissioner Brown stated that adding the three citizen member would allow the Board to appoint someone from each water reservoir to represent that lake. He stated that it was not a requirement, but it would allow for it.

Commissioner Oddo moved to approve Ordinance 2018-08 to provide for the official formation of the Fayette County Water Committee. Vice Chairman Ognio seconded. The motion passed 5-0.

PUBLIC COMMENT:

Majorie Olsen stated that she had raised her hand because she wanted to know where the Board stood on the proclamation. She thanked the Board for answering that.

ADMINISTRATOR'S REPORTS:

Water Committee Selection Committee:

Commissioner Brown moved to appoint Commissioner Rousseau and himself as the Selection Committee for the Water Committee. Vice Chairman Ognio seconded. The motion passed 5-0.

Renaming streets

Mr. Rapson stated that he contacted his counterpart at the City of Fayetteville during the meeting to encourage the dialogue about renaming the streets. He stated that he would keep the Board updated.

In accordance with the Americans With Disabilities Act, accommodations are available for those who are hearing impaired and/or in need of a wheelchair. The Board of Commissioners Agenda and supporting material for each item is available on-line through the County's website at www.fayettecountyga.gov. This meeting will be telecast on Comcast Cable Channel 23 and on the internet at www.livestream.com.

ATTORNEY'S REPORTS:

Notice of Executive Session: Assistant County Attorney Patrick Stough stated that there was one item involving pending litigation and the review of the Executive Session minutes for April 12, 2018.

COMMISSIONERS' REPORTS:

Commissioner Rousseau:

Thanked the County Administrator for sharing with those who sent emails that the meeting had been changed and that the time had been changed.

He thanked the Board for the level of responsiveness to the community.

He stated that there would be Community Budget Workshops held on May 3 and May 8 at 6:00 p.m.

New Hope Baptist Church on May 3

Brooks Town Hall on May 8

Commissioner Brown:

Commissioner Brown stated that the Water Committee meeting would be held Wednesday night at 6:30 p.m.

He stated that the Water Guardians event would be held on May 28, 2018 at 8:00 a.m. at Lake Horton.

Commissioner Oddo:

Thanked everyone for attending and for paying attention to what happened in the county.

EXECUTIVE SESSION:

Notice of Executive Session: Assistant County Attorney Patrick Stough stated that there was one item involving pending litigation and the review of the Executive Session minutes for April 12, 2018.

One Item of Pending Litigation and review of the April 12, 2018 Executive Session Minutes: Commissioner Brown moved to go into Executive Session. Commissioner Rousseau seconded. The motion passed 5-0.

The Board recessed into Executive Session at 9:01 p.m. and returned to Official Session at 9:27 p.m.

Return to Official Session and Approval to Sign the Executive Session Affidavit: Vice Chairman Ognio moved to return to Official Session and for the Chairman to sign the Executive Session Affidavit. Commissioner Oddo seconded. The motion passed 5-0.

Approval of the April 12, 2018 Executive Session Minutes: Vice Chairman Ognio moved to approve the April 12, 2018 Executive Session Minutes. Commissioner Oddo seconded. The motion passed 5-0.

ADJOURNMENT:

Vice Chairman Ognio moved to adjourn the April 24, 2018 Board of Commissioners meeting. Commissioner Oddo seconded. The motion passed 5-0.

The April 24, 2018 Board of Commissioners meeting adjourned at 9:27 p.m.

Tameca P. White, County Clerk

Eric K. Maxwell, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 24th day of May 2018. Referenced attachments are available upon request at the County Clerk's Office.

Tameca P. White, County Clerk

BOARD OF COUNTY COMMISSIONERS

Eric K. Maxwell, Chairman
Randy Ognio, Vice Chairman
Steve Brown
Charles W. Oddo
Charles D. Rousseau

**FAYETTE COUNTY, GEORGIA**

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

140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

Community Budget Workshop MINUTES

May 3, 2018
6:00 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 6:30 p.m.

CALL TO ORDER:

Vice Chairman Randy Ognio called the May 3, 2018 Community Budget Workshop to order at 6:08 p.m. A quorum of the Board was present. Chairman Eric Maxwell was absent.

Commissioner Brown moved to approve the agenda as written. Commissioner Rousseau seconded. The motion passed 4-0. Chairman Maxwell was absent.

BUDGET PRESENTATION:

Chief Finance Officer Mary Parrott started the presentation with an overview and "walk-through" of an annual property tax bill. She continued with an explanation of a breakdown of "Where Does Your Property Tax Dollars Go? How to Calculate Tax Liability, What is Millage Rate, the County Revenues, and Expenses. "

Mr. Rapson explained how the funding for Fayette Senior Services was handled and answered questions related to the Board of Education Bond.

Road Department Director Steve Hoffman gave a presentation regarding the Road Department. The presentation included the distinction between county-owned roads and state-owned roads and how repairs are handled for each. He discussed the county-wide mowing, road construction and grading projects, pavement maintenance, drainage improvements, roadway signage and weather response.

Mr. Hoffman also explained how to address potholes and noted that staff would address any potholes that are reported and that his staff did try to coordinate the repairs with any scheduled road work when feasible.

County staff introduced themselves. Those present were Fire Chief David Scarbrough, Environmental Management Director Vanessa Birrell, Water System Director Lee Pope, 911 Director Bernard Brown, Deputy Fire Chief Tom Bartlett, Parks and Recreation Director Anita Godbee, Animal Control Director Jerry Collins, Major Michelle Walker, Sheriff Barry Babb, Extension Coordinator Kim Toal and County Clerk Tameca White.

Mr. Rapson discussed the services offered by the county that are mandated to be provided by State law. He provided upcoming dates to remember which include:

May 8 Brooks Community Budget Workshop
May 24 Budget Presentation
June 14 Public Hearing
June 28 Public Hearing

Sheriff Babb provided information regarding the crime rate in different areas of Fayette County and how the Sheriff's office responds, record and report crime rates.

The question and answer session continued.

Deb Presley-Christensen Executive Director for Fayette CARE Clinic gave comments regarding the services provided and the need for funding for the clinic.

PUBLIC COMMENTS:

Members of the public made comments and asked questions.

ADJOURNMENT:

Commissioner Oddo moved to adjourn the May 3, 2018 Community Budget Workshop meeting. Commissioner Rousseau seconded. The motion passed 3-0. Commissioner Brown left the meeting prior to its adjournment.

The May 3, 2018 Community Budget Workshop meeting adjourned at 7:37 p.m.

Tameca P. White, County Clerk

Randy Ognio, Vice Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 24th day of May 2018. Referenced attachments are available upon request at the County Clerk's Office.

Tameca P. White, County Clerk

BOARD OF COUNTY COMMISSIONERS

Eric K. Maxwell, Chairman
Randy Ognio, Vice Chairman
Steve Brown
Charles W. Oddo
Charles D. Rousseau

FAYETTE COUNTY, GEORGIA

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



140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

MINUTES Special Called

May 7, 2018
4:00 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 6:30 p.m.

Call to Order

Chairman Eric Maxwell called the May 7, 2018 Special Called meeting to order at 4:02 p.m.

Acceptance of Agenda

Vice Chairman Randy Ognio moved to accept the agenda. Commissioner Steve Brown seconded. The motion passed 5-0.

Notice of Executive Session: Commissioner Brown moved to recessed to Executive Session for one item of pending litigation. Vice Chairman Ognio seconded. The motion passed 5-0.

The Board recessed into Executive Session at 4:03 p.m. and returned to Official Session at 5:07 p.m.

EXECUTIVE SESSION:

Notice of Executive Session: Discussion of one item of pending litigation.

Return to Official Session and Approval to Sign the Executive Session Affidavit: Commissioner Brown moved to return to Official Session and for the Chairman to sign the Executive Session Affidavit. Vice Chairman Ognio seconded. The motion passed 5-0.

ADJOURNMENT:

Vice Chairman Ognio moved to adjourn the May 7, 2018 Special Called Board of Commissioners meeting. Commissioner Brown seconded. The motion passed 5-0.

The May 7, 2018 Special Called Board of Commissioners meeting adjourned at 5:07 p.m.

Tameca P. White, County Clerk

Eric K. Maxwell, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 24th day of April 2018. Referenced attachments are available upon request at the County Clerk's Office.

BOARD OF COUNTY COMMISSIONERS

Eric K. Maxwell, Chairman
 Randy Ognio, Vice Chairman
 Steve Brown
 Charles W. Oddo
 Charles D. Rousseau

**FAYETTE COUNTY, GEORGIA**

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

140 Stonewall Avenue West
 Public Meeting Room
 Fayetteville, GA 30214

MINUTES

May 10, 2018

6:30 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 6:30 p.m.

Call to Order

Chairman Eric Maxwell called the May 10, 2018 Board of Commissioners meeting to order at 6:30 p.m. A quorum of the Board was present.

Invocation and Pledge of Allegiance by Vice Chairman Randy Ognio

Vice Chairman Randy Ognio offered the Invocation and led the Pledge of Allegiance.

Acceptance of Agenda

Commissioner Steve Brown moved to approve the agenda as written. Vice Chairman Ognio seconded. The motion passed 5-0.

PROCLAMATION/RECOGNITION:

1. Proclamation recognizing the 25th Anniversary of the Atlanta Suburban Alumnae Chapter of Delta Sigma Theta Sorority, Incorporated.

Commissioner Charles Rousseau, on behalf of the Board, presented the Atlanta Suburban Alumnae Chapter of Delta Sigma Theta Sorority, Incorporated a proclamation for 25 years of service to Fayette County and the suburban areas of the metro Atlanta region. The president of the organization accepted the proclamation, offered thanks and extended a hand to aid and support Fayette County.

2. Proclamation recognizing April as "National Alcohol Awareness Month" in Fayette County.

Commissioner Charles Oddo, on behalf of the Board, read a proclamation recognizing April as "National Alcohol Awareness Month" in Fayette County.

3. Proclamation recognizing Relay for Life in Fayette County.

Vice Chairman Ognio, on behalf of the Board, presented representatives for Relay for Life a proclamation recognizing Relay for Life in Fayette County. A representative for Relay for Life encouraged citizens to come out to the event on May 11, 2018. She stated that Fayette County had raised over \$6 million in the 22 years that Relay for Life had been in the county.

4. Proclamation recognizing May 11, 2018 as Sig Hall Day, for winning the "Best Friend" Volunteer Award from the State Library – Friends of Georgia Libraries.

Chairman Maxwell, on behalf of the Board, presented Sig Hall with a proclamation recognizing May 11, 2018 as Sig Hall Day. Fayette County Librarian Gina Martin presented Mr. Hall with a small token of appreciation, on behalf of Library Director Chris Snell and the Fayette County Library. Mr. Hall encouraged everyone to come out to the next book sale on May 19.

5. Recognition of the Fire & Emergency Services Citizen Fire Academy graduates on the successful completion of the 10-week Citizen Fire Academy and presentation of certificates to the graduates.

Fire Chief David Scarbrough and Deputy Fire Chief Tom Bartlett presented the graduates of the Citizen Fire Academy with certificates. He encouraged others to attend the Fall 2018 class or the Spring 2019 class. Those presented were Jordan Bergen, Matt Bergen, Joe Domaleski, Mary Catherine Domaleski, John Greene, Jim Hamrick, Veronica Jarmon, Patricia King and Reverend Frank Mercer.

PUBLIC HEARING:

6. Consideration of staff's recommendation to approve a new 2018 Retail Alcohol, Beer and Wine License for Mohammad M. Ahsan, doing business as Coleman's Grocery at 1467 Highway 92N, Fayetteville, Georgia 30214.

Community Development Director Pete Frisina read the *Introduction to Public Hearings for the Rezoning of Property* into the record. He continued that this request came from the Code Enforcement Department and that Mr. Ahsan had met all the requirements and was in good standing.

No spoke in favor or opposition of this petition.

Commissioner Brown moved to approve new 2018 Retail Alcohol, Beer and Wine License for Mohammad M. Ahsan, doing business as Coleman's Grocery at 1467 Highway 92N, Fayetteville, Georgia 30214. Commissioner Rousseau seconded. The motion passed 5-0.

7. Consideration of Petition No. 1259-16A, Regina D. Godby, Owner and Rod Wright, Agent, request to rezone 33.995 acres from A-R to R-70 to develop a Single-Family Residential Subdivision with 17 lots; property is located in Land Lots 37 and 60 of the 7th District and fronts on Ebenezer Road and Davis Road.

Chairman Maxwell stated that the next two items involved Rod Wright. He stated that he had recused himself in the past from items concerning Mr. Wright. He and Mr. Wright are friends and he relied on Mr. Wright in matters dealing with a property he owned in Coweta County, therefore he was recusing himself from these items as well. Chairman Maxwell left the meeting chambers.

Vice Chairman Ognio continued the meeting.

Mr. Frisina read both agenda items #7 and #8 and noted that they are separate agenda items that were separately advertised. He stated that the petitions were originally heard by the Board on July 2016 and due to a court order the petitions had to be reheard because of a procedural errors. He stated that there were two conditions that related to the dedication of right-of-way on Ebenezer Road and dedication of right-of-way on Davis Road; quit claim deed for 50 feet from the centerline from Ebenezer Road and 40 feet from the centerline from Davis Road. He stated that the Planning Commission and staff recommended approval with the two conditions.

Attorney Steven Jones of Galloway and Lyndall, represented the petitioners. He stated that Rod Wright was the sole developer under both applications; Rod Wright Corp. He stated that Mr. Wright was the contract purchaser of the subject properties, Shelly Dupree (Godby) was the property owner of the five-acre tract and Dana (last name inaudible), representing the estate of Regina Godby. He stated that he was there to discuss with the Board making a "consistent" decision based on Mr. Frisina's recommendation for approval with two conditions. He stated that Mr. Frisina analyzed the exclusive rezoning factors in the Fayette County ordinance and he found that each factor weighed in favor of approval. He continued that the Planning Commission also unanimously recommended approval. He stated that the larger tract was 33.995 acres formerly owned by Regina Godby, who had passed away, and was now owned by the estate of Regina Godby. He stated that at the time that the applications were initiated, Ms. Godby was alive; she passed away during the appeal. He stated that Shelly owned five acres and

with the larger tract it totaled 38.995 acres. Shelly hoped to dispose of the property, as was her mother's wishes. He stated that Mr. Wright had been a developer in the county since 1997 and had developed many quality subdivisions in Fayette County, including two subdivisions in the subject area. He pointed out the area to the Board. He stated that the subject area was the one and third mile stretch of Ebenezer Road from Davis Road to the highway. He stated that the subject area had a number of R-70 developments. He stated that on May 31, 2016, when the applications were filed, the Fayette County future land use map (FLUM) designated the subject area as "right for low density residential", which was one to two acre lots. He stated that it had done so since 1985. He stated that the future land use map, as it existed at the time of the applications, still applied to this analysis and vote on the applications. He stated that the FLUM had since been amended, but the petitioners stood in the same place as May 31, 2016. He stated that on May 12, 2016, Petition No. 1253-16; Ebenezer Estates, the Board rezoned that petition to R-70. The applicant requested R-50 and the Board expressed its policy and preference for R-70 zoning and rezoned it to R-70. He stated that on July 28, 2016, the Board denied these two rezoning applications. He stated that there was a procedural error and so the petition was back before the Board. He stated that the applications were consistent with the FLUM, as it existed at the time. He stated that there were four factors; (1) was the proposal in conformity with the land use plan, (2) would the rezoning proposal adversely affect the existing use or usability of the adjacent and nearby property, (3) would the zoning proposal result in the use that will or could cause excessive or burdensome use of existing or planned streets, utilities or schools and (4) whether there were other existing or changing conditions effecting the use and development of the property which gave supporting grounds for either approval or disapproval for the zoning proposal. He stated that staff concluded that existing conditions in the areas continuing development was single-family residential district and it supported the petition.

Ross Fralick spoke in favor. He stated that Regina Godby was his mother-in-law and she wanted to sale the property because there was a need to do that. He stated that he did not understand why there was property before this petition and property after this petition that was rezoned and this one was not. He stated that this was the time to make it right.

Jack Smith stated that there should be a compelling reason to rezone to A-R. He stated that he recommended three changes to the zonings to the Board. He stated that in his humble opinion, in this part of the county, septic should require a two-acre minimum and a well should require a five-acre minimum. He stated that he recommended deleting all zoning that could result in one-acre parcels, like the TTST debacle. He stated that the developer was meeting the master plan and established a two-acre minimum requirement and if the Board was set on changing A-R, then this petition should be approved to re-establish that this part of the county was not going to one-acre homes.

Doug Powell stated that he was seeing a higher density creep into the county on the southside and he was opposed to that. He stated that he served on the Planning Commission in Fayette County for 14 years and he would not approve this petition.

Diane Barlow stated that she relocated to Fayette County from New Jersey and the reason she bought a home on Davis Road was because of the low density. She stated that it was a dirt road on Davis Road and a creek on that road, so what would happen with traffic on the dirt road.

Jere Key stated that he was concerned about the continual creep of smaller and smaller lot sizes on what had historically been A-R zonings. He stated that this was agricultural and one/two lot sizes was not appropriate for this piece of property.

Sylvia Nolde stated that her heart went out to the family. She stated that she implored the Board to rethink the size of the lots. She stated that the county should remain somewhat rural. She stated that it drew families and gave citizens the quality of life that would not come with high density. She stated that paving Davis Road would be burdensome to the residents on Davis Road and to the county.

Mark Shin (sp?) stated that he had a question. He asked where to draw the line; if the Board allowed one to two acres what would come next.

Mr. Jones gave a rebuttal to some of the comments made. He stated that this petition deserved to be heard under the future land use map that exist at the time of the request. He stated that if approved, it would be the last application before the Board, in that area, that would be consistent because of the current future land use map. He stated that this development would not touch Davis Road. He asked those who were in favor of the petition, but did not speak, to raise their hand. A majority of the audience raised their hand.

Commissioner Oddo moved to approve Petition No. 1259-16A, Regina D. Godby, Owner and Rod Wright, Agent, request to rezone 33.995 acres from A-R to R-70 to develop a Single-Family Residential Subdivision with 17 lots; property is located in Land Lots 37 and 60 of the 7th District and fronts on Ebenezer Road and Davis Road. Commissioner Rousseau seconded.

Commissioner Oddo stated that there was a land plan in place because the county expected to grow and the county wanted to manage the growth. He stated that when there was a land plan in place, the Board could not expect to not go by the plan when someone made a request. He stated that the petitioners wanted R-50 and the Board wanted R-70 and so the petitioner went to R-70 and the Board still said no. He stated that did not make sense to him. He stated that the purpose behind the land use plan was so that the county did not have over population in unincorporated Fayette County. He continued that the plan was revised and made a lower density, which was after this petition was heard. He stated that it seemed to be a reasonable rezoning for this property. He stated that he was hard-pressed to change his vote from the last time.

Commissioner Brown stated that he appreciated what the family was going through. He stated that he had to take a technical look at this petition. He stated that the Board had consistently taken direct action to make significant changes to the land use plan and preserve some of the transportation corridors. He stated that he had to pay attention to the assets that citizens appreciated in Fayette County and how to preserve those assets in perpetuity. He stated that the way things were heading the county was headed down the path as other counties. He stated that his comments regarding this property are recorded in the previous minutes and he would let that stand. He stated that the new version of the land use plan was the direction that the county needed to head in. He continued that the Board decided to specifically preserve that corridor and lighten the density in an effort to avoid doing modifications. He stated that he stuck to that.

Commissioner Oddo stated that this petition did conform to the land use plan that was put into place with the public's input, that was in effect at that time. He stated that Commissioner Brown was not present at the meeting in 2016 where the Board voted to zone the requested R-50 to R-70. He stated that Commissioner Brown asked him to read a statement for the record and at the time he said that he concurred with the majority opinion from the Planning Commission, that R-70 was the appropriate zoning. He stated that nothing had changed since then and if it was the proper zoning for that property it would be the proper zoning for this property.

Commissioner Brown stated that during the previous petition the Board was not heavily engaged in the land use plan and had not received the bulk of the comments from the citizens related to land use and it was the only option in that instance.

Vice Chairman Ognio stated that his concern was that he knew what the land use plan was at the time. He stated that regardless of what the land use plan was, when building out, the next person in the next lot over would say that the Board approved it for one person even though the land planning said something different. He stated that it would become hard to control that. He stated that the other properties were closer to Highway 54 and would make traffic a little better. He mentioned the intersections that were not favorable for sight distance. He stated that there were a lot of citizens that came to the previous meeting to speak in opposition of this rezoning and he had to listen to that. He stated that there were a lot of citizens present in favor of the petition, but he did not know if they lived in the area.

County Attorney Dennis Davenport stated that he did not recall that Commissioner Oddo's motion included the two conditions.

Commissioner Oddo amended the motion to approve Petition No. 1259-16A, Regina D. Godby, Owner and Rod Wright, Agent, request to rezone 33.995 acres from A-R to R-70 to develop a Single-Family Residential Subdivision with 17 lots; property is located in Land Lots 37 and 60 of the 7th District and fronts on Ebenezer Road and Davis Road with two conditions as stated. Commissioner Rousseau amended the second. The applicant stated that they agreed to the two conditions. The motion failed 2-2. Vice Chairman Ognio and Commissioner Brown voted in opposition. Chairman Maxwell recused himself.

Commissioner Brown moved to deny Petition No. 1259-16A, Regina D. Godby, Owner and Rod Wright, Agent, request to rezone 33.995 acres from A-R to R-70 to develop a Single-Family Residential Subdivision with 17 lots; property is located in Land Lots 37 and 60 of the 7th District and fronts on Ebenezer Road and Davis Road. Vice Chairman Ognio seconded. The motion failed 2-2. Commissioner Rousseau and Commissioner Oddo voted in opposition. Chairman Maxwell recused himself.

Mr. Davenport stated that the County was aware that there was a ruling by the judge that said that the 2-3 vote was not a denial. He stated that based on the makeup of the Board, that would not be changing in the foreseeable future, 2-2 on both votes was it. He stated that the Board's procedures required an affirmative three votes to pass anything. He stated that based on both motions and votes, it was his conclusion, that although there was not three votes majority to do anything, the status quo was not changed so the property would remain at the A-R zoning district.

8. Consideration of Petition No. 1259-16B, Shelly M. Godby, Owner and Rod Wright, Agent, request to rezone 5.0 acres from A-R to R-70 to develop a Single-Family Residential Subdivision with 17 lots; property is located in Land Lots 37 and 60 of the 7th District and fronts on Ebenezer Road.

Mr. Jones stated that he heard the concern about the new future land use map (FLUM). He continued that the new FLUM could not legally apply to these applications. He stated that they had a definitive right to be heard and considered under the FLUM that existed at the time that the applications were filed. He continued that a 2-2 vote was not an affirmative to take any action. He stated that if the Board continued to stick with a 2-2 vote, then the Board was back in the same position as it was when the petition started, which was no action had been taken by the Board. He implored the Board, based on the court's direction and the future land use map that existed at the time that the applications were filed and based on the seven developments that exist in the subject area and the outpour of public support, that the Board take an affirmative action by an affirmative vote of at least three commissioners in a favor of a motion. He stated that he wanted to clarify that in order for the Board to take affirmative action, the Board must have three votes supporting a motion. He stated that three votes against a motion did not carry a motion because there was still actions the Board could take under the zoning ordinance.

No one spoke in favor or in opposition.

Commissioner Brown moved to deny Petition No. 1259-16B, Shelly M. Godby, Owner and Rod Wright, Agent, request to rezone 5.0 acres from A-R to R-70 to develop a Single-Family Residential Subdivision with 17 lots; property is located in Land Lots 37 and 60 of the 7th District and fronts on Ebenezer Road. Vice Chairman Ognio seconded.

Commissioner Oddo stated that the Board should consider the ramification of the vote. He stated that it would be the last item to come before the Board for a two-acre lot size in that area.

Commissioner Brown stated that he would agree with that until the land next door said that they had vested rights because it was approved for the land next to them.

Commissioner Brown moved to deny Petition No. 1259-16B, Shelly M. Godby, Owner and Rod Wright, Agent, request to rezone 5.0 acres from A-R to R-70 to develop a Single-Family Residential Subdivision with 17 lots; property is located in Land Lots 37 and 60 of the 7th District and fronts on Ebenezer Road. Vice Chairman Ognio seconded. The motion failed 2-2. Commissioner Oddo and Commissioner Rousseau voted in opposition. Chairman Maxwell recused himself.

Commissioner Oddo moved to approve Petition No. 1259-16B, Shelly M. Godby, Owner and Rod Wright, Agent, request to rezone 5.0 acres from A-R to R-70 to develop a Single-Family Residential Subdivision with 17 lots; property is located in Land Lots 37 and 60 of the 7th District and fronts on Ebenezer Road with two conditions. Commissioner Rousseau seconded. The motion failed 2-2. Vice Chairman Ognio and Commissioner Brown voted in opposition. Chairman Maxwell recused himself.

Mr. Davenport stated that his conclusion was the same based on what happened with item #7, as with item #8 the status quo was not changed so the property would remain as A-R zoning.

Chairman Maxwell returned to the meeting chambers.

CONSENT AGENDA:

Commissioner Oddo moved to approve the Consent Agenda as presented. Vice Chairman Ognio seconded. The motion passed 5-0.

9. **Approval of staff's request to accept a FEMA/GEMA Hazard Mitigation Grant for the purchase of a replacement emergency back-up power generator for Fire Station No. 6 located at 903 Highway 85 Connector, in the amount of \$32,000 with the match amount of \$4,800 to be funded from the Fire Contingency account.**
10. **Approval of staff's recommendations to increase the number of Road Department seasonal workers from 6 to 8 part-time workers and increase the hourly rate from \$11.90 to \$13.80 per hour.**
11. **Approval of the April 18, 2018 Board of Commissioners Retreat Minutes.**
12. **Approval of the April 19, 2018 Board of Commissioners Retreat Minutes.**
13. **Approval of the April 20, 2018 Board of Commissioners Retreat Minutes.**

OLD BUSINESS:

14. **Consideration of Commissioner Steve Brown's request for approval of Resolution 2018-07 concerning the road widening project for McDonough Road. This item was tabled at the March 22, 2018 Board of Commissioners meeting.**

Commissioner Brown stated that there was a Georgia Department of Transportation (GDOT) project that went from I-75 to Highway 54; the eastern side of Fayetteville. He continued that GDOT was making a straight, high-speed, high-capacity urban highway from I-75 to Fayetteville. He stated that GDOT was doing this project to re-route traffic from the I-75 corridor. He stated that the unfortunate part was that the traffic would lead to downtown Fayetteville and there was no way to disperse the volume of traffic that would come. He stated that he had proposed a resolution and he was asking the Board to pass the resolution to send a message to GDOT that there was extreme concern about what would transpire in future years related to traffic congestion. He stated that the current designed showed that the project would "cripple" the operations to the Public Works facility on McDonough Road, it would hamper the water system headquarters and severely hamper access to one of the largest recreational facilities in the county. He stated that it would cost the county a significant amount of money and the county would have to deal with the traffic. He stated that he would like to implore his colleagues that the Board get with GDOT and express the reservations about moving on with this project as currently planned.

Commissioner Brown moved to approve Resolution 2018-07 requesting that Georgia Department of Transportation cease the road widening project for McDonough Road. Commissioner Rousseau seconded.

David O'Keefe stated that he lived in Hampton, Georgia. He stated that he whole-heartedly agreed with Commissioner Brown and that the widening project was not needed. He stated that he lived off McDonough Road and worked in Fairburn and that he commuted through Fayetteville and this project would hinder traffic.

Doug Powe stated that he was in the eastern part of the county "quite a bit". He stated the traffic would stop in Fayetteville. He stated that he was behind Commissioner Brown.

Norm Nolde stated that anyone that tried to drive from Fayetteville to Newnan on Highway 54, that this would be a repeat. He stated that all the traffic would dump at the courthouse and no traffic circle could solve that problem.

Vice Chairman Ognio stated that as the Chairman of the Transportation Committee he had addressed this with GDOT. He stated that he did not realize that McDonough Road had become a state route in 1994. He stated that one reason he did not realize that was because the county maintained the road. He stated that in 1994 the Board voted to maintain the road until it was widened and so did Clayton and Henry County. He stated that GDOT thought there was approval to widen it from the 1994 vote. He stated that the issue was that the GDOT planned for it and the county would probably not be able to totally stop it, but the county had been in talks regarding crippling the parks and Public Works. He stated that he worried that passing the resolution would end the talks and then GDOT would do whatever they wanted to do. He stated that GDOT was looking harder at the parks and the Public Works facility. He stated that GDOT had proposed dates in June to meet with the Board to discuss the project. He felt it was premature to vote on the resolution before hearing what GDOT would have to say.

Commissioner Rousseau stated that the resolution did not outline what the Board was trying to accomplish. He stated that one of them was looking at mitigation factors to minimize the negative impact to the parks and the Public Works department. He stated that the resolution called for the Board to withdraw completely. He stated that he could support the resolution if the Board was asking GDOT to sit and meet with the Board members and make some overtures and secondly to hear the Board's concern with respect to the negative impact on operations at that corridor. He stated that he was interested to learn that in 1994 [the county agreed to maintain McDonough Road]...he asked Mr. Davenport if he was familiar with a clause in the contract that said if it was not done in a certain amount of time that GDOT would owe the county some money. Mr. Davenport stated that he was not aware of the contract and that he could look into it. He stated that if there was anticipation to widen the road, 24 years ago, and the county had maintained the road for that amount of time, that there was a reasonable expectation that GDOT would have acted within the 24 years. He stated that he could support a resolution to have GDOT enter into good faith discussions about minimizing the negative impact to the operational centers on McDonough Road. He asked Commissioner Brown if he would be amenable to an amendment to the motion to include that.

Commissioner Brown stated that he had no problem making the point that currently, any facility changes would end up coming out of the county's finances. He stated that the other point to stress was for GDOT to explain where the traffic would go from Highway 54. He stated that GDOT was really rolling through this project. He stated that he was willing to look at amendments to the "whereas" clauses.

Vice Chairman Ognio stated that there were some changes being made at GDOT. He showed the GDOT webpage that showed "Congressional District 3" vacant. He continued that Sam Wellborn resigned. He stated that he did not know where that put the county. He stated that the open position may affect the county's district. He stated that Lynn Westmoreland applied for that position. He stated that change may help the county in the negotiations, but he did not know. He stated that he wanted to make sure that there was conversation with those involved. He stated that he did not want to cut off the conversation. He stated that he felt that GDOT was willing to have conversations.

Commissioner Brown stated that he was not saying that anything that the Board was saying was wrong or not thoughtful or meaningful. He stated that he had a long working relationship with GDOT. He stated that he was trying to get the Board to say

that the county needed to get something done on this project. He stated that GDOT was moving forward and the county really needed to have GDOT explain the traffic concerns.

Commissioner Rousseau requested the following amendment to one of the whereas clauses of the resolution, "enter into good faith discussions to mitigate the anticipated negative impact on Fayette County public facilities and to discuss how to disperse the traffic off Highway 54."

Vice Chairman Ognio stated that he would also add for GDOT to consider the impact of traffic to the center of Fayetteville.

Mr. Davenport stated that he would not say that this was a document with no binding authority because it was an official action by the Board of Commissioners. He stated that it was binding to the Board because it was what the Board wanted GDOT to do. He stated that it was a resolution and not a proclamation.

Commissioner Oddo asked if staff had an opportunity to look at the resolution. Mr. Rapson stated that staff had read the resolution, but this was not a staff developed resolution with legal review. Commissioner Oddo stated that was a problem for him. He stated that the county had introduced the widening plan in 1994 which meant it had been discussed long before that in the community. He stated that Highway 54 had been on the books longer than that and Highway 85 even longer. He continued that it was not unusual for something to take this long. He stated that the current resolution was opinions. He stated that the county had more communication in the last three years and now a Transportation Committee, who had not seen the resolution to weigh in on it. He stated that as Board Chairman he met with GDOT and GDOT sent a letter stating that they looked forward to continued coordination and cooperation from Fayette County involving this proposed project and others including the East Fayetteville Bypass project. He stated that he did not want to rework this resolution because he was frustrated that staff was not involved. He stated that he talked to just as many people who would like to see the road widen. He stated that GDOT had said that they would work with the county and to put a resolution out that no one had looked at...he found it very disheartening.

Chairman Maxwell stated that his concern was how to say it. He stated that he and Vice Chairman Ognio met with Sam Wellborn and Michael Presley. He stated that he would like to work with whoever the new person would be to replace Sam Wellborn and that he would not want to scare that person off from having conversations by sending a resolution that had words that he was not quite comfortable with. He stated that Mr. Wellborn was one of the longest serving in that position. He stated that he had the same concerns as Commissioner Oddo. He stated that he thanked GDOT for the work that was being done. He stated that the county had significant infrastructure on McDonough Road with the Public Works, Water System, Building and Grounds, Parks, 911 and future Fire Station. He stated that there was already some interest in development across Highway 54. He stated that he had a letter from GDOT to identify low income and minority neighborhoods. He stated that he did not know how to answer that letter. He stated that he was not sure what that meant because Fayette County was not low income in the traditional way that he thought about it and not on McDonough Road. He asked Public Works Director Phil Mallon how close GDOT was with the project.

Mr. Mallon stated that it was probably closer to two years. He stated that it was a good opportunity because of the delays. He stated that it was to the county's benefit that there were delays. He stated that the meeting that was requested was the perfect opportunity to express the concerns. He stated that late 2018 or early 2019 there would be a new concept report and at that point, once approved, things would start getting locked in.

After further discussion, Commissioner Rousseau withdrew the second, the original motion died for lack of a second. Commissioner Brown moved to remand Resolution 2018-07 requesting that Georgia Department of Transportation cease the road widening project for McDonough Road to the next Transportation Committee meeting to have the language reviewed and have it brought back to the June 14, 2018 Board of Commissioners meeting. Vice Chairman Ognio seconded.

Vice Chairman Ognio stated that he would get with Mr. Davenport before the Transportation Committee to come up with wording for the resolution. Mr. Davenport agreed.

Commissioner Brown moved to remand Resolution 2018-07 requesting that Georgia Department of Transportation cease the road widening project for McDonough Road to the next Transportation Committee meeting to have the language reviewed and have it brought back to the June 14, 2018 Board of Commissioners meeting. Vice Chairman Ognio seconded. The motion passed 5-0.

The Board recessed at 9:00 p.m.

The Board reconvened at 9:11 p.m.

NEW BUSINESS:

- 15. Discuss County Administrator's usage of county vehicles, his accident in a county vehicle, his non-disclosure of the accident to the full Board of Commissioners, the actions taken following the accident without a vote of the Board of Commissioners.**

Commissioner Brown read the following statement into the record:

"I was approached months ago by a government employee regarding Steve Rapson wrecking his county vehicle back in 2016. What he told me was disturbing. I then went and met with Public Works Director Phil Mallon and Bill Lackey who oversaw fleet maintenance at the time of the accident. Following that meeting, I met with Human Resources Director Lewis Patterson. Both meetings confirmed the upsetting information I had received previously.

For the record, let me note that this series of events pre-dates Chairman Maxwell's time in office, but this should not prevent him from taking the necessary corrective actions to restore honest, accountable government.

First, Rapson refused to fill out the appropriate paperwork on the accident, Safety Form-7. This form asks for a recounting of the accident and a copy of the form was supposed to be given to and reviewed by the 'driver's supervisor,' in this case it would be the Board of Commissioners.

Rapson refused to go before the county government's safety committee, made up of employees from different departments who use a set of metrics to review the accident and determine the appropriate penalty for the offense according to the county's Employee Safety and Loss Control Manual. He sent a memorandum dated March 3, 2016 to the Vehicle Accident Review Committee stating that he would not go before the committee and that he is not accountable to the county policies. Note that Mr. Rapson failed to copy the Board of Commissioners on his correspondence. Also note, that Bill Lackey failed to notify the employee's supervisor, Board of Commissioners, of the accident and the lack of responsiveness from Rapson.

At the Special Called Meeting on January 31, 2018, County Administrator Rapson stated that he always followed the county's policies and procedures. Obviously, that claim was blatantly false.

In an almost delusional attitude, Rapson imposed his own modest penalty against himself (deducting four personal days) in some sort of weak gesture of justice for rendering himself unaccountable to the system and his superiors. This self-policing and insubordination is unbecoming for any person placed in a high public position of authority.

I was told a Sheriff's vehicle of the same make was stripped of parts to repair Rapson's vehicle and county fleet maintenance staff were told to play the role of body shop and make the repairs. Thus, there is little or no paper trail on the accident, no

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accident review form, no purchase of parts and no labor bills. The Sheriff's vehicle which would have been sold at auction for its parts had lost most of its value, not to mention the value of the fleet maintenance staff time.

Following the effort to keep all these details out of the hands of the full Board of Commissioners, Bill Lackey, the person responsible for compliance and the one who orchestrated the vehicle repairs, got a promotion, increase in salary and a take-home vehicle.

Every party I spoke to acknowledged that then-Chairman Charles Oddo was fully aware of the entire situation. One person stated that Vice Chairman Ognio also knew all the details. No other commissioners were let in on the details of the accident and what followed. If the statements are accurate, two commissioners voted in favor of Rapson's 2017 pay raise, knowing the expenses incurred for the accident and the lack of accountability following the accident.

I also found out recently that it is illegal for Rapson to have blue law enforcement-type lights in his vehicle for his use. Commissioners were originally told by Rapson in 2013 that there was no problem with his vehicle having these lights.

This Board of Commissioners must begin acting in an honest manner worthy of the citizens who elected us. It is time to end obstructing open and honest government and to start demanding serious accountability. Let's take the actions necessary to restore government that the citizens can be proud of for years to come."

Commissioner Brown moved that the County Administrator be fully subject to all county government policies and procedures pertaining to county vehicles and the Employee Safety and Loss Control Manual regulations pertaining to county vehicles and his contract amended, in like manner, or else forfeit all use of county vehicles.

Chairman Maxwell asked if it was a proper motion. Mr. Davenport stated in his opinion it was not a proper motion because Mr. Rapson was the County Administrator based upon the Board negotiating with Mr. Rapson a written contract which describes all his rights and responsibilities, which were agreed to by the Board and Mr. Rapson. He stated that a unilateral attempt to amend the contract should have no force in effect. He stated that if the Board wanted to renegotiate the contract with Mr. Rapson and he was willing to renegotiate that was fine, otherwise there was a contract with a term that the Board had to honor and this unilateral amendment would have no effect.

The motion died for lack of a second.

Commissioner Brown moved to have the Board of Commissioners enter into renegotiating the County Administrator's contract so that he would be fully subject to all county government policies and procedures pertaining to county vehicles Employee Safety and Loss Control Manual regulations pertaining to county vehicles and his contract amended, in like manner, or else forfeit all use of county vehicles.

Commissioner Rousseau called a point of order. He stated that a few months ago the Board and the County Administrator agreed that they would be government by the county policies. He asked what impact did that have on a motion of this nature.

Mr. Davenport stated that this motion was the same motion as the first motion with different words. He stated that on January 31, 2018, Mr. Rapson, under no requirement, volunteered to subject himself to all county's policies and procedures in the policy and procedures manual. He stated that in affect, his contract was amended that night by his acceptance on January 31, 2018. He stated that therefore, per Mr. Rapson and the Board, the policy and procedures manual was part of his contract. He stated that the contract was a written contract and the vote from January 31 was an official vote and Ms. Tameca White (County Clerk), had probably added the minutes to his contract file and if not, this was a good opportunity to do so because it was part of his contract.

Commissioner Rousseau stated that his verbal commitment was to alter his contract and live by the terms and conditions of the county policy manual. The contract was already amended. Mr. Davenport stated that was correct.

Commissioner Brown stated that people could not drive around in tax payer owned vehicles without any accountability. He stated that the Board needed to be sure that there was coverage on those driving county vehicles, otherwise they do not drive a county vehicle.

Mr. Davenport stated that the caveat was that, he did not know what was in the policy and procedure manual. He stated that presuming this topic was in the policy and procedure manual, then Mr. Rapson would be covered by this policy and procedure.

Commissioner Rousseau stated which would be the Safety Form 7 and the review safety committee. He stated that the Board needed to see if the new amendment that Mr. Rapson agreed to, addressed Commissioner Brown's concerns.

Commissioner Brown withdrew the motion.

Commissioner Brown moved to have the blue lights removed from any county vehicle being operated by a non-law enforcement and/or by a non-post certified user in accordance with state law. Commissioner Rousseau seconded.

Commissioner Brown stated that he was reading an Atlanta Journal Constitution (AJC) article entitled, "Want flashing blue lights on your car you best be an officer". He stated that he then contacted the attorney general's office and was told that a person had to be post-certified and have meet the requirements for blue light, to have them in the vehicle.

Chairman Maxwell stated that he did not know what the law said, but that the last thing he was going to do was read an article and think that it was the law.

Mr. Rapson stated that he would like to address some of the allegations at some point. He stated that the law enforcement lights are permitted under state law and are legal to be in vehicles. He stated that the blue lights can be authorized by several individuals including a County Commissioner, EMA Director or Sheriff. He stated that in this case, Commissioner Brown authorized the blue lights in his vehicle in 2013 when he signed the form and sent it to the state. He continued that the motion that was made would turn a lot of things upside down because there are a lot of people that have blue lights in the vehicles for the Sheriff's office that are not post-certified law enforcement officers.

Commissioner Brown stated what was the importance of having blue lights in cars being driven by people who are not post-certified. Mr. Rapson stated that the only time he used blue lights was during the one incident where there was a fire in the City of Fayetteville and at the time he had the Fire Chief, Assistant Chief and EMA Director and they were able to get into the perimeter of the fire.

Mr. Davenport stated that he did not know the law on blue lights, but the caveat to Commissioner Brown's motion was that it was consistent with state law, but it was a compound motion because it was specifically for post-certified officers consistent with state law and there could be other individuals who are not post-certified officers that could be eligible to have a car with blue lights so the motion would conflict with state law.

Commissioner Brown stated that in 2013 he was told that it was cleared and that it was acceptable to have the blue lights in the County Administrator's car and that Mr. Rapson was not EMA, fire or law enforcement.

Mr. Rapson stated that it was not for those purposes, but for the purpose of authorizing blue lights in the vehicles and it was cleared with the retired Chief Marshal at the time.

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Commissioner Oddo asked what was the reasons that there could not be blue lights in a vehicle. He asked what happened to cause this discussion.

Commissioner Brown stated that he did not think there should be blue lights in the car as sited in the newspaper article.

Commissioner Oddo stated if the lights are permissible and Mr. Rapson had not abused it, why was Commissioner Brown saying that Mr. Rapson should not have them. Commissioner Oddo asked why after six years was this so important right now; what happened to cause the motion.

Commissioner Brown stated that the newspaper article where the official stated that you had to be law enforcement or fire. He stated that he was told it was perfectly legal and by the letter of the law and unfortunately, he signed it.

Commissioner Rousseau stated that he would like to know the law.

Chairman Maxwell asked Mr. Davenport to send a memo on the use of blue lights. He stated that he was not going to go with a newspaper article on what was the law.

Commissioner Brown stated that the Board was ultimately responsible for the County Administrator and needed to take that seriously.

Commissioner Brown moved to have the blue lights removed from any county vehicle being operated for a non-law enforcement and/or by a non-post certified user in accordance with state law. Commissioner Rousseau seconded. The vote failed 1-3-1. Chairman Maxwell, Vice Chairman Ognio and Commissioner Oddo voted in opposition. Commissioner Rousseau abstained until legal can provide the law on blue lights in the vehicles.

Chairman Maxwell instructed Mr. Davenport to provide the Board with a memo regarding the state law on blue lights in the vehicles and to place it on the June 14, 2018 Board of Commissioners meeting.

PUBLIC COMMENT:

Gail (last name inaudible) stated that she had questions about the burn ban from April 30 to October 1. She stated that there were a lot of people who ignore the ban. She asked if citations were issued for those who violate the ban. She stated that the firemen told her that they did not want to "piss off" the tax payers so they try to avoid giving fines. She stated that she was a tax payer and by not upholding the law, she was "pissed off". She stated that those violating the ban were repeat offenders.

Fire Chief David Scarbrough gave her his business card and asked that she give him a call.

ADMINISTRATOR'S REPORTS:

Responses to the allegations:

Mr. Rapson read the following statement into the record:

"On January 21, 2016, I was involved in a vehicle accident and promptly reported this accident to the Chairman (Chuck Oddo), Vice-Chairman (Randy Ognio), Fleet Maintenance Safety Manager (Bill Lackey) and Human Resources (Lewis Patterson); which is exactly what the policy says to do. No citation was issued, I passed a post-accident drug and alcohol test, completed an accident report that Commissioner Brown stated was non-existing and began the process of filling out

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the accident review form to go before the Accident Review Committee. However, legal advised that my status as a contract position fell outside of this process and did not recommend going before the committee and was pretty upset at the letter that I wrote.”

He stated that part of the concern was the same “catch 22” that the Board had in regard to the Board’s motion to follow the policy and procedures. He stated that if the Board did something that was grievable, it would come to him. He continued that the Board cannot grieve something to him because he worked for the Board. He stated that was the same problem he had with the accident review committee because the people in the room are directors that report to him. He stated that even though he followed the policy and procedures it was still some of the unintentional consequences that Commissioner Rousseau pointed out.

“Regardless, I continued the process and voluntarily subjected myself to the Accident Review Committee and voluntarily disciplined myself by deducting four days of personal leave from my leave bank using the accident review guidelines as if this was an at-fault accident.” He stated that as a contract employee those were days he would be paid whether he left on his own initiative or whether terminated under the contract. It was “real” money. He stated that it was equivalent to \$700 more than the actual cost to repair the vehicle.

“On March 3, 2016, I sent this memo to the Vehicle Accident Review Committee:

While operating my county vehicle, I was involved in a motor vehicle accident on January 21, 2016 at approximately 7:35 a.m. Generally, motor vehicle accidents involving county-owned vehicles are reviewed by this Committee to determine whether the accident was preventable and, if so, what penalty should be meted out as a result. I have been advised that the County Administrator’s position does not fall within this policy, but feel my actions warrant the same kind of accident review as all employees of Fayette County would receive.

While I was not charged with the accident, I do feel this was a preventable accident and if routed through the same process would yield a value of 14 points which equate to a recommendation of a 4-Day Suspension. I am voluntarily agreeing to this penalty and have taken immediate actions to deduct those 4 days of personal leave from my personal leave bank.

As I have said in our meeting, the integrity of the system is only as good as the consistency in which it is maintained. As always, my open-door policy is available for any of you that wish to discuss any concerns with this resolution.”

He stated that the Accident Review Committee Membership was Sheriff, Public Works Director, Fire/EMS Chief, Human Resources Director, Chief Marshal, 911 Director, Water System Director, Building & Grounds Manager, Chief Financial officer and Fleet Maintenance Safety Manager.

“Commissioner Brown was provided a copy of the March 3, 2016 Accident Review Committee memo, as well as, all of the accident review documentation which he stated did not exist and the detailed explanations regarding all the questions about this accident.

Commissioner Brown’s allegations are false. There was no cover-up. The Fleet Maintenance Safety Manager acted appropriately. Accident procedures were followed and related paperwork filled out. There was no refusal to go before the Accident Review Committee or hold myself accountable.

The Fleet Maintenance Manager is a 30-year stellar employee and he received a promotion based upon his merit and his change in job duties which this Board approved as part of the budget process and it was flagged as part of the process as a reclassification. The law enforcement lights for this vehicle are permitted and are not illegal. These lights were approved when Commissioner Brown was Chairman in 2013.

My desire was to hold myself accountable and my actions reflect the same review and consequences that I would hold any other employee to regarding this accident.”

He stated that he would hold himself to the same standard as any other employee and that was what he attempted to do.

Development of Regional Impact (DRI):

He stated that a draft Development of Regional Impact (DRI) response had been provided by Public Works Director Phil Mallon. He stated that Commissioner Brown wanted to add some comments. The responses are due. He stated that staff would amend the comments to include Commissioner Brown’s comments and send the email out tomorrow.

New Fire Engine:

The new fire engine arrived and was being outfitted at the public works department.

ATTORNEY’S REPORTS:

Notice of Executive Session: County Attorney Dennis Davenport stated that there were two items involving pending litigation, one item of threatening litigation, two items of real estate and the review of the Executive Session minutes for April 24, 2018 and May 7, 2018.

COMMISSIONERS’ REPORTS:

Commissioner Oddo:

Accident comments: Commissioner Oddo stated that he agreed with the comments from Mr. Rapson. He stated that there was a document with an anonymous employee placed on the agenda accusing someone of wrong doing. He stated that the document read “Rapson” and it should read “Mr. Rapson” because it was a respect thing. He stated that it said, “refuse” and he did not hear Mr. Rapson refuse to do anything. He stated that Commissioner Brown was writing this information to make Mr. Rapson and Bill Lackey look as bad as he could. He asked Commissioner Brown if he had talked to Mr. Rapson about this. Commissioner Brown stated that Mr. Rapson was out of the country and that he had talked to the people in charge of handling the files. Commissioner Oddo stated that Commissioner Brown had not spoken to Mr. Rapson but had written a scaving report about Mr. Rapson. He stated that he was in an accident and did not get a ticket, yet he reprimanded himself like any other employee to set an example that even the highest staff in the county would fall under the same rules. He stated that if Commissioner Brown wanted to blame someone he should blame him because he knew about it. He apologized to Mr. Rapson and to Mr. Lackey for what they were going through and he commended them for doing what should have been done. He stated that he had an issue with the document going forward as if it was a “county endorsed” document.

Vice Chairman Ognio:

Letter from Georgia Department of Transportation: Vice Chairman Ognio stated that the county received a letter that GDOT sent to Fairburn and he was asked to attend the meeting that Fairburn had arranged. He stated that the letter capped the project for SR74/I85. He stated that the cap from the mistake that was made in the estimation of the right-of-way put the project \$16,693,863 short. He stated that the letter was sent to Fairburn stating that Fairburn would need to provide an additional \$13,470,137. He stated that he, the Chairman, Phil Mallon, Fairburn’s Mayor and Administrator, Senator from District 35, Senator Marty Harbin, Representative Josh Bonner, Mayor Fleisch and Mayor Eric Dial were present for the meeting. He stated that they did not know what to expect from the meeting. He stated that he expected GDOT to say that the project would need to be delayed for “many” years. He stated that Mr. Roberts (from GDOT) stated that he would work to get the right-of-way to move forward, but it would leave a shortfall in the construction process and he would need help with that. He stated that Mr. Roberts stated that if they got the right-of-way it would still take about 2 ½ years to acquire the right-of-way so it would be 2021 before

being ready for construction. He stated that the designer did not allow enough set back along the ramps, so it required more property to be acquired. He stated that Mr. Roberts stated that he would keep him posted on the right-of-way. He stated that he did not know what the expectations were for the funding shortfall. He hoped the project could remain on the 2021 schedule.

Relay for Life: He stated that his sister died May 15, nine years ago from cancer. He stated that with Mother's Day coming up, her daughters and son miss her.

Accident comments: Vice Chairman Ognio stated that he did know about the accident. He stated that it was not something he was trying to keep from the rest of the Board. He stated that it was something that he assumed everyone knew about. He stated that he would not make that assumption anymore, but he thought it was a minor accident that was handled very well. He stated that "a certain someone" contacted the paper and said that Mr. Rapson did not get a ticket because Fayette County Sheriff did not write him a ticket. He stated that the paper told him that they investigated and found out it did not happen in Fayette County, it happened in Coweta County. He stated that Commissioner Brown stated that Mr. Rapson did not get a ticket in Coweta County because of the relationship between Mr. Rapson and the Coweta County Administrator. Then the paper found out that it wasn't the Coweta Sheriff that worked the accident it was the Georgia State Trooper so then Commissioner Brown stated that Mr. Rapson had on his blue lights and that was why the State Trooper did not give him a ticket and that was false too. Mr. Rapson did not have the blue lights on. He stated that people should know that things are not always what was presented.

Commissioner Brown:

Georgia Department of Transportation: Commissioner Brown stated that the Fairburn project with GDOT was beyond tragic. He stated that he was not blaming any of the elected officials because they had done everything to get this project going. He stated that the state legislature voted for an extra \$1billion in taxes for transportation and they are now saying they did not have funds for this project. He stated that the county was getting wringed on all the projects.

Chain of Command: He stated that the chain of command was very important. He continued that if there was a Safety Form 7 completed then it should have gone up the chain of command which was the requirement listed at the bottom of the form. He stated that he did not get a form. He stated that when he went to the office and met with Mr. Lackey and Mr. Mallon he asked for the file and there was no Safety Form 7 in the file. He stated that maybe one appeared later. He told Mr. Lackey that he could tell him after the meeting. He stated that Mr. Lackey told him that in their meeting. Mr. Lackey, from the audience, stated that he did say that and that he would like to address some of the comments. Commissioner Brown continued that the County Administrator did not adjudicate anything that the Board did and he did not come up with his own punishment. He stated that was not the chain of command. He stated that the Board was to come up with the punishment and in order for that to happen the County Administrator had to inform the Board. He stated that the Chairman had no more authority than the rest of the members of the Board. He stated that if there was a wreck and county labor was used to repair the automobile and the parts from a county vehicle was stripped replace the parts on that automobile, when the parts could have been sold and the county lost the value of all that. He stated that the people who knew all that gave the County Administrator a pay raise.

Commissioner Oddo stated that the agenda item had been discussed and the Board needed to move on.

Commissioner Brown stated that he knew it was the Georgia State Patrol because he had the accident report and the estimate for the repairs. He stated that it was no guess work because he had the documents. He stated that if Commissioner Oddo wanted to censor his documents, he opposed that. He stated that he was not having his documents censored.

DRI: He stated that if the Board did not start paying attention to this, like they needed to pay attention to the roads, then it was over. He stated that somebody needed to explain where all the people will go and what roads would be used. He stated that they needed to think long term.

Commissioner Rousseau:

Accident comments: Commissioner Rousseau stated that there were some powerful lessons to learn. He stated that he applauded his colleagues for standing up to admit that they knew about the accident. He stated that they had an obligation to tell the others. He stated that he had been in government for 40 years and there was some lesson to learn about the responsibilities, one to another and particularly to the citizens and then the employees and then each other. He stated that it was difficult for an individual to respond to five people, he recognized that and he lived under it, and it was not easy. He stated that it was not easy especially when dealing with individuals that have political leanings/persuasions. He stated that it was difficult to respond to five people, but that the County Administrator was obligated to do so. He stated that the Board had to be careful of knee-jerk reactions because there were unintended consequences. He stated that the Board and Mr. Rapson agreeing to abide by the policy and procedures was putting them in a category where they did not belong. He stated that he was disturbed at the methodology that the Board used sometimes out of frustration.

DRI: He asked when did the Board receive the DRI response that required a response in 24/48 hours. Mr. Rapson stated that he emailed it to the Board about a week and a half ago advising and asking for responses. He stated that staff did not get anything back, so two days ago he sent another email saying that Mr. Mallon would respond and provide it to the Board.

Clerk Week: He wished a Happy Clerk's Week to an outstanding pair of Clerks that do a herculean task of dealing with the Board. The Board agreed.

Chairman Maxwell:

Marilyn Watts: Chairman Maxwell stated that his good friend Marilyn Watts passed away and it hit hard for him. He stated that she was a good friend and client. He stated that he just wanted to acknowledge the contribution that she made.

City of Fairburn meeting: He stated that he went to the meeting and because he was interested in what the meeting was about. He stated that he was frustrated with GDOT. He stated that at the time of this project, Commissioner Brown had some dialogue with the then GDOT Commissioner. He stated that Commissioner Brown had offered his resignation if he could get the project completed. He stated that he had received a letter after he and Mayor Dial met with GDOT that stated that the project had been moved up two years. He stated that after the meeting he really did not know what to say. He stated that he had to let the Board know about the letter. He stated that he was surprised that the county's representative had resigned. He stated that perhaps the county could get the dollars dedicated for McDonough Road to be moved to that intersection. He stated that it was more important to have that intersection improved than McDonough Road.

Accident comments: He stated that he supported Mr. Lackey and Mr. Rapson. He stated that he was sorry about what was going on.

Commissioner Oddo stated that there were comments made regarding Mr. Lackey and that he felt the Board owed him the opportunity to speak. Chairman Maxwell stated that there have been county employees to address the Board in the past at the appropriate time. He stated that the appropriate time was during public comments. He stated that Mr. Lackey could come back in two weeks if he liked.

EXECUTIVE SESSION:

Notice of Executive Session: County Attorney Dennis Davenport stated that there were two items involving pending litigation, one item of threatening litigation, two items of real estate and the review of the Executive Session Minutes for April 24, 2018 and May 7, 2018.

Two items involving pending litigation, one item of threatening litigation, two items of real estate and the review of the April 24, 2018 and May 7, 2018 Executive Session Minutes. Commissioner Brown moved to go into Executive Session. Chairman Maxwell seconded. The motion passed 5-0.

The Board recessed into Executive Session at 10:24 p.m. and returned to Official Session at 11:02 p.m.

Return to Official Session and Approval to Sign the Executive Session Affidavit: Vice Chairman Ognio moved to return to Official Session and for the Chairman to sign the Executive Session Affidavit. Commissioner Brown seconded. The motion 5-0.

Approval of the April 24, 2018 Executive Session Minutes: Vice Chairman Ognio moved to approve the April 24, 2018 Executive Session Minutes. Commissioner Brown seconded. The motion passed 5-0.

Approval of the May 7, 2018 Executive Session Minutes: Vice Chairman Ognio moved to approve the May 7, 2018 Executive Session Minutes. Commissioner Brown seconded. The motion passed 5-0.

ADJOURNMENT:

Commissioner Brown moved to adjourn the May 10, 2018 Board of Commissioners meeting. Vice Chairman Ognio seconded. The motion passed 5-0.

The May 10, 2018 Board of Commissioners meeting adjourned at 11:03 p.m.

Tameca P. White, County Clerk

Eric K. Maxwell, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 24th day of May 2018. Referenced attachments are available upon request at the County Clerk's Office.

Tameca P. White, County Clerk

COUNTY AGENDA REQUEST

Page 55 of 114

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of the approval of Contract #1477-S, Carbyne Public Safety Ecosystem, for Fayette County 911, in the amount of \$192,000.00 per year for an initial five-year term and two one-year renewal terms and authorization for the County Administrator to sign related documents.

Background/History/Details:

Carbyne is a state-of-the-art, proprietary IP-based emergency communication (call handling) platform that seamlessly integrates into existing public safety infrastructure and enhances it to accept real-time video, instant indoor and outdoor location accuracy, call prioritization and text-to-911.

Carbyne's ecosystem has several features that are proven to heighten citizen-government communications, lowering crucial times to dispatch for emergency services, as well as saving money and reducing costly resources.

Fayette County 911 was the first in North America to pilot Carbyne. Testing started in August 2017 and was completed in December of 2017. Multiple agencies throughout the county and municipalities participated in the pilot project.

What action are you seeking from the Board of Commissioners?

Approval of Contract #1477-S, Carbyne Public Safety Ecosystem, for Fayette County 911, in the amount of \$192,000.00 per year for an initial five-year term and two one-year renewal terms and authorization for the County Administrator to sign related documents.

If this item requires funding, please describe:

\$192,000 annually from the 911 fund for the duration of the contract (5 years) + 2)(1 Year renewals)

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:

AGREEMENT

Contract #1477-S: Carbyne Public Safety Ecosystem

This Agreement, made this day of _____, 2018 by and between Fayette County, Georgia (hereinafter called "Owner") and Carbyne, Inc., hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will licenses, support, and other services as included elsewhere in contract documents for the amount of \$192,000.00 per year.
2. The term "Contract Document" means and includes the following:
 - a. This Agreement
 - b. Contractor's Scope of Work
 - c. Terms & Conditions
 - d. Contractor Affidavit under O.C.G.A. § 13-10-91 (b)(1)
 - e. Notice of Award
 - f. Notice to Proceed

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Agreement on the date first above written.

OWNER:
Fayette County, Georgia

By: STEVE RAPSON, County Administrator

ATTEST (TO BE COMPLETED BY THE COUNTY):

Name: _____

(Please Print)

Title: _____

CONTRACTOR:
_____ (L.S.)

BY: _____

Name: _____

Address: _____

Employer Identification Number:

LICENSE AND SERVICES AGREEMENT

PUBLIC SAFETY ECOSYSTEM

Fayette County 9-1-1

28 March 2018



CARBYNE
Creating a **Better** Now

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LICENSE AND SERVICES AGREEMENT

This License and Services Agreement ("Agreement") is made and is effective as of _____, 2018 ("Effective Date"), between Carbyne, Inc., a Delaware corporation with its principal place of business at 150w 30th st. NY, NY ("Carbyne"), and Fayette County, Georgia, with a principal place of business at 140 Stonewall Avenue West, Fayetteville, Georgia 30214 ("Customer").

WHEREAS, Carbyne is the owner of certain proprietary technology hosted on a third party cloud service (the "Platform") and accessible by customers through a client software component (the "Client Software", and together with the Platform, the "Product"), which enables the reporting of certain events, the management of such reports and the analyses of reports and users providing them; and WHEREAS Customer wishes to use the Product and to obtain from Carbyne certain support and maintenance services in connection therewith; NOW, THEREFORE, in consideration of the conditions herein contained, the parties, intending to be legally bound, agree as follows:

1. Services; License

1.1 Subject to the terms and conditions of this Agreement, Carbyne shall provide Customer with services designed to receive and manage event reports (the "Reports") from its customers (the "End Users") and to analyze and manage the information obtained in connection therewith ("Services") through the Platform.

1.2 Technical support and availability of the Platform and the Client Software shall be in accordance with the Service Level Agreement attached hereto as Appendix A.

1.3 During the Term and subject to Customer's compliance with the terms and conditions of this Agreement, Carbyne grants Customer a non-exclusive, non-transferable, non-sublicensable, limited, revocable right to install and use the Client Software on up to 8 devices (each, a "Client Software License") used by Customer employees, agents, representatives and contractors who are permitted access to the Services by Carbyne ("Authorized Users") for Customer's internal business use.

2. Customer's Obligations. Customer hereby undertakes to:

2.1 Provide Carbyne with the data required by Carbyne in connection with each report submitted by an End User as well as any other information required by Carbyne to provide the Services.

2.2 Use the Carbyne Platform only to submit real time live Reports initiated by an End Users.

2.3 Use the Platform, the Services, and all related software and Documentation in compliance with all applicable laws and regulations, including but not limited to applicable data security and privacy laws. Customer represents and warrants that no third-party agreement prevents it from using the Platform as contemplated hereunder.

2.4 Manage and secure all Client Software keys and login credentials used by Authorized Users in connection with their use of the Platform, and protect the same against unauthorized use or disclosure.

3. Fees

In consideration for the Services, Customer shall pay Carbyne an annual payment of 192,000 USD for Client Software Licensing (the "Fees"). Annual licensing fee should be paid on annual basis starting from agreement effective date, within 30 days from issuance of invoice, on upfront basis (payment for next year). Payment of Fees shall be made by wire transfer to the account details provided by Carbyne in writing, or such other account as may be designated by Carbyne from time to time. The Fees are exclusive of any applicable taxes.

4. Intellectual Property Rights; Confidentiality

4.1 All intellectual property rights in the Product, Services and documentation associated therewith and any part thereof, including any and all derivatives, changes and improvements thereof lie exclusively with Carbyne. Customer shall (i) not attempt to infiltrate, hack, reverse engineer, decompile, or disassemble the Product, Service or any part thereof for any purpose; (ii) not represent that it possesses any proprietary interest in Product, Service, documentation associated therewith or any part or derivative thereof; (iii) not directly or indirectly, take any action to contest Carbyne's intellectual property rights or infringe them in any way; (iv) except as specifically permitted in writing by Carbyne, not use the name, trademarks, trade-names, and logos of Carbyne; (v) except as specifically permitted herein, not copy any part or content of the Platform, reports or documentation other than for Customer's own internal business purposes; (vi) not copy any features, functions or graphics of the Platform or use it to build a competitive product or service; and (vii) not remove the copyright, trademark and other proprietary notices contained on or in Products, Services or documentation. Customer shall take no action, directly or indirectly, to register Carbyne trademarks (or their variation), domain names, or copyrights in its own name and shall provide commercially reasonable assistance to Carbyne to prevent the occurrence of such activity by any third parties.

4.2 Customer hereby grants to Carbyne a non-exclusive, royalty-free, perpetual, worldwide license to use, reproduce, and prepare derivative works of all data provided to Carbyne in connection with this Agreement, to permit Carbyne to perform the Services to Customer as set forth in this Agreement, and to analyze the data and create internal databases for the purpose of offering products and services based on the analysis of customer behavior and transaction information, all subject to Carbyne's compliance with applicable law and privacy regulations.

4.3 The receiving party agrees (i) not to disclose the disclosing party's Confidential Information to any third parties other than to its directors, employees, advisors, or consultants (collectively, its "Representatives") on a "need to know" basis and provided that such Representatives are bound by confidentiality obligations not less restrictive than those contained herein; (ii) not to use or reproduce any of the disclosing party's Confidential Information for any purposes except to carry out its rights and responsibilities under this Agreement; (iii) to keep the disclosing party's Confidential Information confidential using at least the same degree of care it uses to protect its own confidential information, which shall in any event not be less than a reasonable degree of care. Notwithstanding the foregoing, if the receiving party is required by legal process or applicable law, rule, or regulation to disclose any of the disclosing party's Confidential Information, then prior to such disclosure, if legally allowed, receiving party will give prompt notice to the disclosing party so that it may seek a protective order or other appropriate relief.

The confidentiality obligations hereunder shall expire three years from the date of termination or expiration of this Agreement and shall supersede any previous confidentiality undertakings between the parties.

4.4 For the purposes hereof, "Confidential Information" means any proprietary or trade

secret information disclosed by one party to the other which can be reasonably understood under the circumstances to be confidential, but excluding any information that: (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of receiving party; (ii) the receiving party can demonstrate in its records to have had rightfully in its possession prior to disclosure of the Confidential Information by the disclosing party; (iii) the receiving party rightfully obtains from a third party who has the right to transfer or disclose it, without default or breach of this Agreement; (iv) the receiving party can demonstrate in its records to have independently developed, without breach of this Agreement and/or any use of or reference to the Confidential Information.

5. Data Protection and Privacy

5.1 For the purposes of this Section 5: "Personal Data" means any data related to an End User or identifies an End User or may with reasonable effort identify an End User; and "Technical and Organizational Security Measures" means measures aimed at protecting Personal Data against accidental, unauthorized or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of processing.

5.2 In respect of Personal Data, both parties acknowledge that they are considered to be the "data controllers" as such term is defined in applicable laws, regulations, directives and certifications those relating to data protection and privacy (collectively "Data Protection Laws").

5.3 Customer shall undertake that: (a) End User have been informed of Carbyne's use of Personal Data as required by Data Protection Laws; (b) it has, if and to the extent applicable, obtained consents and permits from End User as required under Data Protection Laws and has notified End Users of Carbyne's privacy policy (e.g. by providing a link thereto); and (c) Personal Data has been and will continue to be collected, processed and transferred by it in accordance with the relevant Data Protection Laws.

5.4 Carbyne undertakes and agrees that: (a) it will process Personal Data in accordance with Data Protection Laws and it has no reason to believe that Data Protection Laws prevent it from fulfilling its obligations in regard to the processing of Personal Data; (b) it has in place appropriate Technical and Organizational Security Measures to protect the Personal Data and provide a level of security appropriate to the risk represented by the processing and nature of such Personal Data; (c) it will deal properly with reasonable inquiries from the Customer or from the law enforcement authority relating to its processing of the Personal Data; and (d) any person or third party acting under the authority of Carbyne, including a data processor, shall be obligated to process the Personal Data only on instructions from Carbyne.

5.5. All Customer Data will remain the property of Customer. Without Customer's approval (in its sole discretion), the Customer Data shall not (1) be used by Carbyne other than in connection with providing the Services, (2) be disclosed, sold, assigned, leased or otherwise provided to third parties by Carbyne or (3) be commercially exploited by or on behalf of Carbyne.

5.6 The parties will take commercially reasonable steps to limit access to only those employees, agents, subcontractors, data processors or consultants strictly necessary to perform their respective obligations under the Agreement. The Parties will have in place procedures so that any third party it authorizes to have access to Personal Data will respect and maintain the confidentiality and security of the Personal Data.

5.7 The parties will promptly notify each other about (a) any legally binding request for disclosure of Personal Data by a law enforcement authority unless otherwise prohibited and (b) any request received directly from an End User without responding to that request, unless it has been otherwise authorized to do so.

6. Disclaimer; Limitation of Liability

*"Carbyne will indemnify Customer for, and defend and hold Customer harmless from and against, any and all liabilities or expenses owing, incurred by, or assessed against Customer arising out of claims brought by third parties, based on: (i) a claim that Customer's authorized use of the Product in accordance with this Agreement infringes or otherwise violates the patent, trademark, copyright or other legally cognizable intellectual property rights of any such third party (an **"Infringement Claim"**), (ii) a claim that Customer's use of the Product is in violation of any applicable privacy or data protection legislation, (iii) Carbyne's actual or alleged gross negligence or willful misconduct; provided however, that Customer must give Carbyne prompt notice in writing of the institution of the claim, permit Carbyne to defend the same and give Carbyne all available information assistance and authority in connection therewith. Carbyne will have control of the defense of any such claim including appeals of and all negotiations therefor, including the right to effect the settlement or compromise thereof, provided that Carbyne shall not enter into any settlement without the consent of Customer if such settlement (1) entails any admission on the part of the Customer that it violated any law or infringed the rights of any person, (2) has any effect on any other claim against Customer, (3) provides for any relief other than monetary damages that are paid in full by Carbyne without any further recourse against Customer or its affiliates, or (4) does not require that the claimant release Customer from all liability alleged in the applicable claim. In case the Product is, or in Carbyne's opinion is likely to become, the subject of an Infringement Claim, Carbyne may at its option and expense (a) procure for Customer the right to continue using the Product, (b) replace the same with materially equivalent or superior non-infringing Product, or (c) modify the same so that it becomes non-infringing without materially impairing or degrading its performance or functionality. If any of (a), (b) or (c) are, in Carbyne's determination, not possible using commercially reasonable efforts, then Carbyne may terminate this Agreement effective immediately upon written notice to Customer and provide Customer with a refund of pre-fees actually paid for the Product assuming a five year life of the product. Carbyne, however, will not have any liability whatsoever to Customer to the extent that any such Infringement Claim is based upon or arises out of (x) compliance with the design, plans or specifications furnished by or on behalf of, and customized for Customer as to the Product, (y) the use of the Product in combination with any software, material, apparatus or devices not used or supplied by Carbyne if the action would have been avoided by use of other software, material, apparatus or devices, or in a manner for which the same was neither designated nor contemplated, or (z) the claimed infringement of any patent in which Customer or any subsidiary or affiliate of Customer has any direct or indirect interest, by license or otherwise. The foregoing states the entire liability of Carbyne for or resulting from such Infringement Claim with respect to the Product."*

"CARBYNE PROVIDES THE PRODUCT, SERVICES, AND DOCUMENTATION TO CUSTOMER ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR REPRESENTATION OF ANY KIND, AND CARBYNE EXPRESSLY DISCLAIMS ALL WARRANTIES - STATUTORY, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF CUSTOMERABILITY, NON INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. CARBYNE FURTHER DISCLAIMS ANY WARRANTY THAT THE OPERATION OF THE CARBYNE PLATFORM OR ANY RELATED SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

EXCEPT FOR INDEMNIFICATION OBLIGATIONS HEREUNDER AND FOR WILLFUL MISCONDUCT OR FRAUD, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, CARBYNE'S MAXIMUM AGGREGATE LIABILITY UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER TO CARBYNE DURING THE 12 MONTHS PRECEDING THE DATE THE LIABILITY FIRST ARISES. EXCEPT WITH REGARD TO BREACH OF CONFIDENTIALITY OBLIGATIONS HEREUNDER, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA (INCLUDING END-USER INFORMATION), COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT CARBYNE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING HEREIN SHALL LIMIT A PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY."

7. Term; Termination

7.1 Upon termination of this Agreement, Customer will immediately cease use of the Product and any Service, each party shall return to the other party all of the other party's Confidential Information in its possession and any outstanding Fees shall become due and payable. Sections 4, 5, 6, 8 and 9 shall survive any expiration or termination of this Agreement.

8. Notices

All notices or other communications hereunder shall be in writing and given in person, by registered mail, by an overnight courier service which obtains a receipt to evidence delivery, or by facsimile or email transmission with written confirmation of receipt, addressed to the address set forth above or to such other address as any party hereto may designate to the other in accordance with the aforesaid procedure. All notices and other communications delivered in person or by courier service shall be deemed to have been given upon delivery, those given by facsimile or email transmission shall be deemed given on the business day following transmission, and those sent by registered mail shall be deemed given three calendar days after posting.

9. General

Carbyne may, with Customer's prior approval, issue publicity or general marketing communications concerning its involvement with the Customer. All amendments will be made only in writing. Customer shall not transfer or assign its rights or obligations under this Agreement to any third party. Any purported assignment contrary to this section shall be void. Any failure by a party to insist upon or enforce performance by the other of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement or otherwise by law will not be construed as a waiver or relinquishment of any right to assert or rely upon the provision, right or remedy in that or any other instance.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives:

Carbyne

Name: _____

Title: _____

Date: _____

Customer

Name: _____

Title: _____

Date: _____

PRODUCT DESCRIPTION

The Carbyne PSES ecosystem connects people to essential public services. As it immediately reports video stream from the scene of an event, the PSES simultaneously displays the precise location of the caller together with two-way audio and two-way instant messaging. This results in faster and better response by the relevant agencies and enhanced real-time situational awareness.

The PSES has the following main platforms:

- C-Now - Mobile app

- C-All – Volatile report
- C-Events - Command and Control Centers
- C-Live – Call Taker platform
- C-Reports - CRM

c-Now

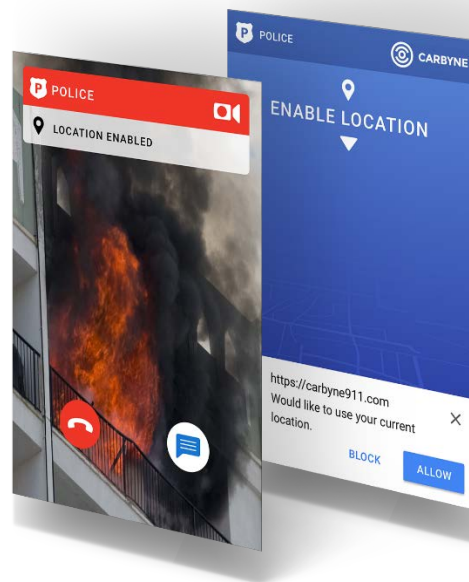
Connecting a reporter to a dispatcher in one tap, the Mobile App transmits live video of events as they unfold and simultaneously initiates a two-way audio conversation similar to a regular phone call. Sharing the reporter's experience and fully understanding the emergency situation, the dispatcher immediately updates the relevant first responders and pinpoints the exact location of the incident on a map. Unique to Carbyne, PSES technology is critical for reducing emergency services' dispatch-time and provides municipal employees the information they need to accurately respond to events throughout the city.



NOTE: THE MOBILE APP IS NOT REQUIRED AFTER PSES INTEGRATION.

c-All

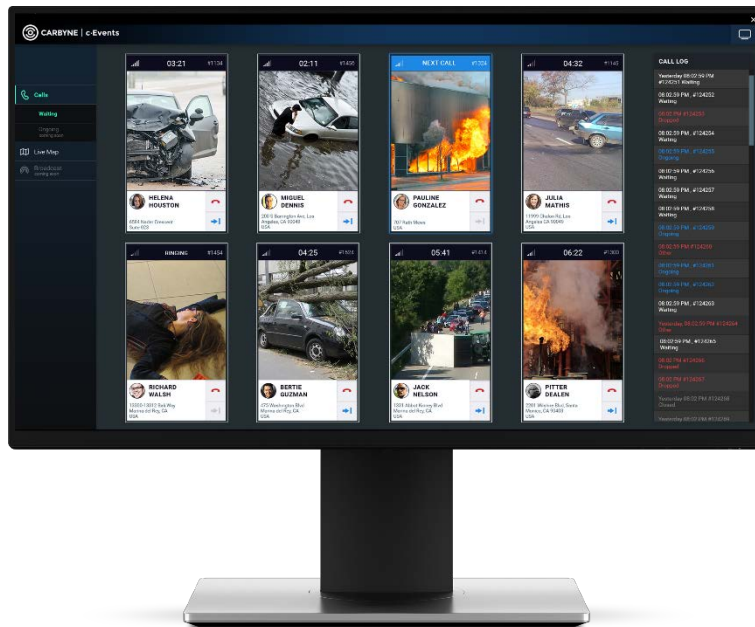
Bringing live video broadcast and displaying the exact location, Volatile Report (VLR) provides Call Takers with critical information of a caller's whereabouts from phones without the Mobile App. Using the VLR service PSAP and Call Center personnel can turn any call to a carbyne call and start seeing a real picture of the event. Call Takers can text with the caller and receive additional information needed for a faster and more accurate response. The VLR broadcast stops when the call ends and callers are then offered the Mobile App download which has advanced features like high quality live video.



c-Events Command and Control Centers

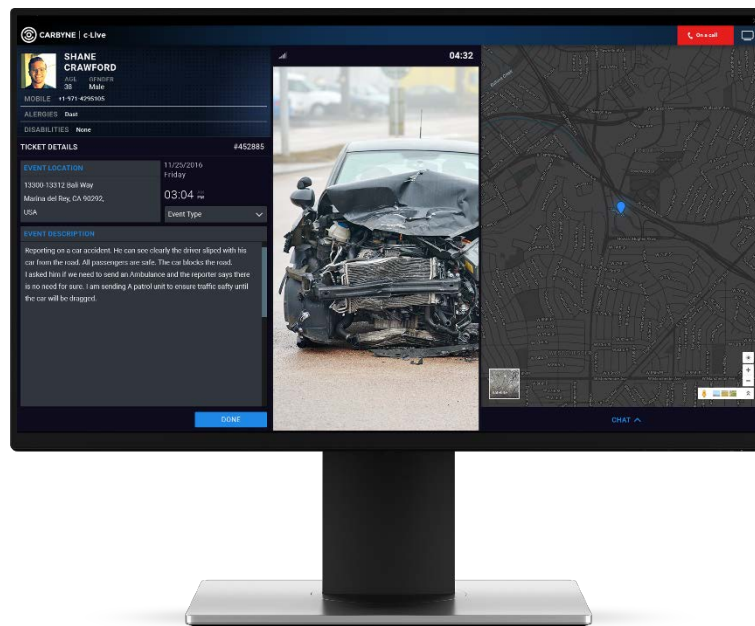
The c-Events transfers an event from the field to a Public Safety Answering Point (PSAP). Once received, real-time information from the field can only be turned into useful intelligence if it is processed efficiently. The c-Events allows PSAP decision makers to automatically receive the highest quality of live video waiting reports (Waiting Calls) from users during major events while storing the video from other lower quality reports, ensuring the best information is relayed to dispatchers.

In the c-Events Command and Control Center managers can prioritize calls to the appropriate dispatchers faster and more efficiently. A live map provides operators with the information they need to examine all incoming and active calls at a glance. This bird's eye overview of all reports throughout the city allows supervisors to easily determine the allocation of resources.



c-Live Platform

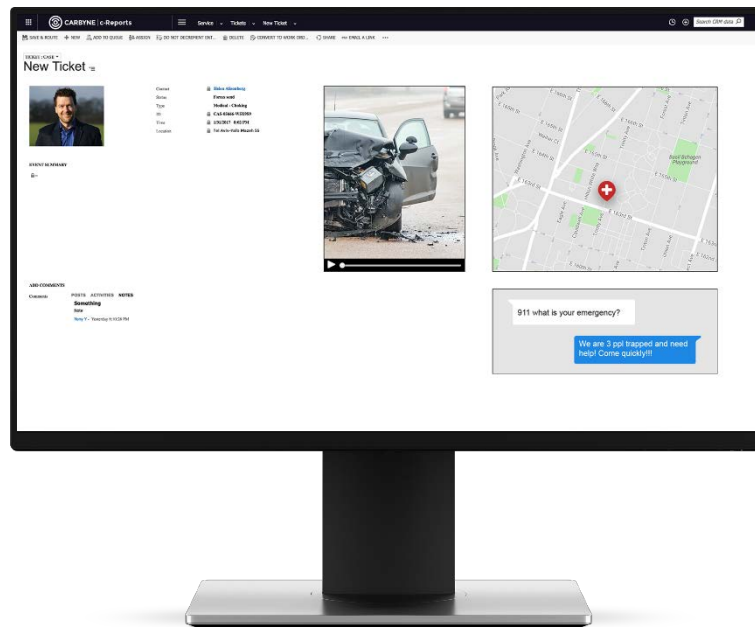
The c-Live platform enables instant access to crucial information that provides Call Takers with a clearer picture of events. The call taker will be able to answer a call using c-Live call handling capabilities. In addition to the voice a live video at a scene of critical events, the system provides dispatchers with the reporter's personal details, pinpointing their location. These details are an essential part of prioritizing calls for services and resources allocation. If a caller is unable to speak, our two-way live chat feature allows the operator to communicate with them instantly and clearly. The c-Live platform allows dispatchers to easily summarize and categorize all events for later investigation in the c-Reports. In addition to summarizing events, the c-Live platform gives dispatchers the ability to provide a high-level summary for later analysis.



c-Reports

The c-Reports is an essential component of the Carbyne platform and is responsible for saving video streams, reporter information, reliability ratings, location metadata and chat messages of both handled and dropped calls. By filtering this data, the c-Reports enables an in-depth investigation into the full status of each reported event throughout all systems. By navigating between tickets, viewing previous events and examining each caller's profile, decision-makers can analyze their past and present behavior and react accordingly and within time. Using the c-Reports platform, CRM Managers forward critical information to responding units and officers, briefing them so that they can organize the resources and strategies needed to effectively handle emergency situations.

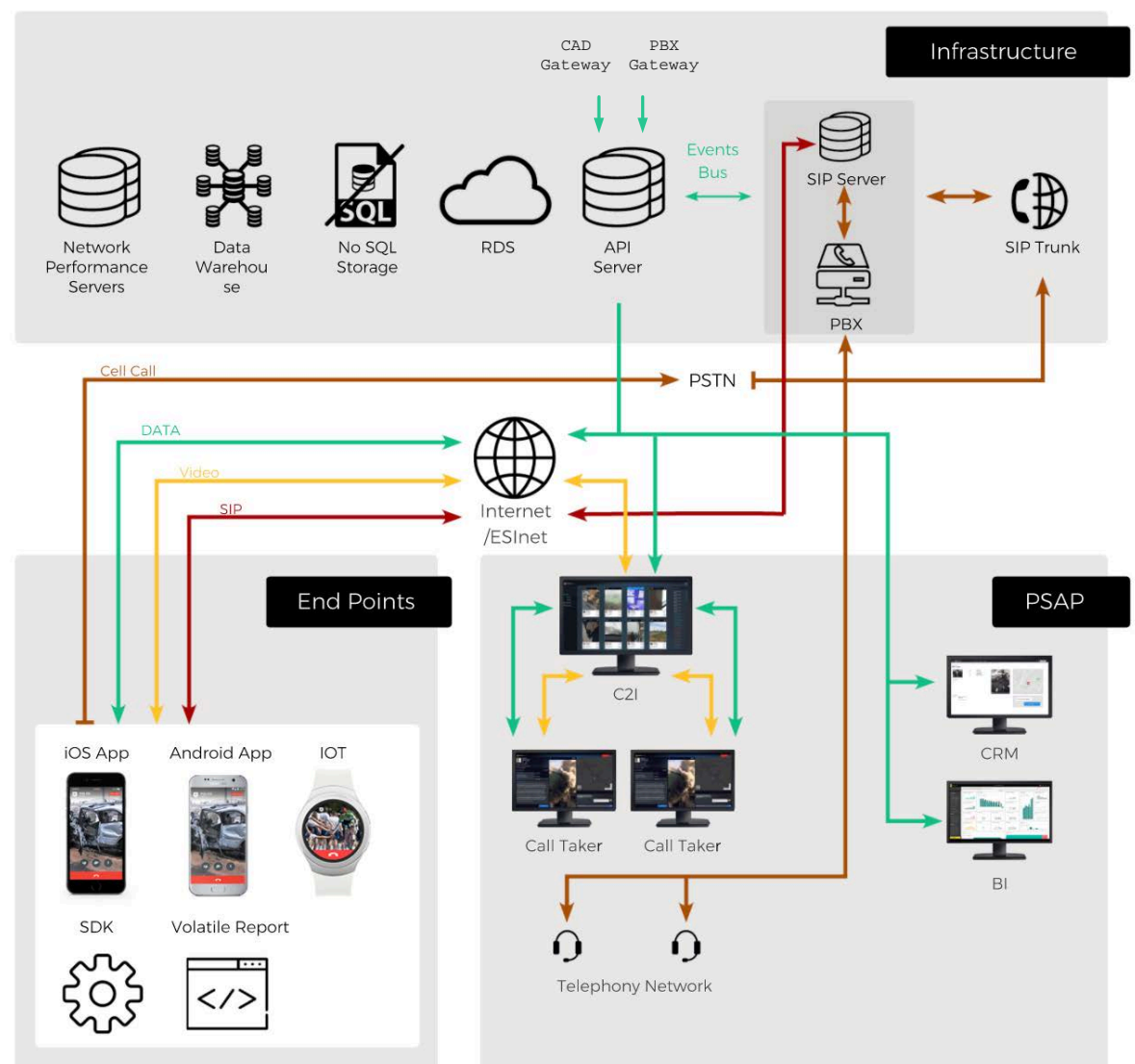
Providing the information needed to predict patterns, the c-Reports is an essential tool for optimized planning of future services and activities.



SYSTEM ARCHITECTURE

Unlike other solutions that focus on a specific segment in the event reporting chain, the Carbyne PSES provides an end-to-end solution that emphasizes the accuracy and reliability of the information reported from the event. The following system architecture diagram reflects the modularity of the PSES and the various components and their dedicated role in the full ecosystem:

- Network, Wi-Fi or RAN (Radio Access Network), Client app.
- IAAS, running most of the PSES backend and supporting functionalities like signaling, call GW, authentication, QOS and others. Most IAAS components can be installed on-premises or in a dedicated hosted environment.
- PSAP, the PSES front-end which includes the c-Events, c-Live, telephone networks and c-Reports.



PROJECT SCOPE

Software Provided by Carbyne

Components and Features

Full c-Events system	<ul style="list-style-type: none"> • View multiple parallel waiting calls. • Manual prioritization of calls. • View information on waiting calls. • Prioritize the next call. • Optional: cancel reports waiting in the queue. • View the entire PSAP call log. • Live map.
<p><small>NOTE FOR AN OPTIMIZED VIEW OF THE INTERFACE THE DIMENSIONS OF THE OPERATOR'S SCREEN MUST BE 1920 X 1080 PIXELS.</small></p>	
c-Live system	<ul style="list-style-type: none"> • Basic call handling capabilities. • Receives video streaming from the mobile. • Displays the location of the reporter pinpointed on a map. • Automatic presentation of the reporter's personal information, current address and network details. • Two-way IP / regular voice with a reporter. • Ability to chat with the reporter.
c-Now - Full mobile application	<ul style="list-style-type: none"> • Video and audio streaming. • Exact location positioning. • Social media features enhancing retention and engagement with citizens not only during emergencies. • Reactive crash handling. • Hardware accelerated video streaming. • VoIP and video media servers with PSTN connectivity and a full telephony system solution with monitoring dashboards.
c-Reports	<ul style="list-style-type: none"> • Ability to capture events. • Ability to track events / reporters' history. • Ability to revisit and investigate historical events.

PROJECT DESCRIPTION

Setup and Training

Carbyne will implement its on-site system setup procedure to deploy its home systems and train the relevant teams. Employee training covers the following:

- System setup.
- System overview and familiarization with the technology.
- Operating the c-Now Mobile App and c-All (VLR).
- Using the c-Events system.
- Using the c-Live system.
- Using the c-Reports.

NOTE: MORE TRAINING SESSIONS CAN BE PROVIDED FOR AN ADDITIONAL FEE.

Technical Information / Support

Carbyne will deliver Operational Documentation together with the contact details of its Help Desk and NOC Support team. Upon need and as defined in the SLA, Carbyne may assign a technical support representative responsible for immediate response to any challenge that may occur.

PROJECT PLAN

This section discusses the steps involved in the implementation of a Deployment process, whereby Carbyne and Fayette County will work together to deploy Carbyne home systems and rollout the service in a gradual manner. The milestones marking the various stages of the Deployment are listed in the following table and describe the tasks executed by Carbyne during the process cycle.

Milestone	Proposed Time Frame (weeks)	Responsibility	Comments
1 Project initiation	ARO + 0	Carbyne, Fayette	Kick off meeting
2 High-level project plan	ARO + 3	Carbyne, Fayette	
3 Site readiness	ARO + 5	Fayette	
4 Installation	ARO + 7	Carbyne, Fayette	Remote / on-site activity
5 Tests and fine-tuning	ARO + 9	Carbyne	
6 Marketing campaign	ARO + 10	Carbyne, Fayette	
7 Training	ARO + 10	Carbyne, Fayette	
8 Go live	ARO + 12	Carbyne, Fayette	

NOTE: THE EXACT TIMEFRAMES OF THE MILESTONES SHOULD BE AGREED UPON BETWEEN THE PARTIES.

Milestone 1: Project Initiation

The aim of the Initiation stage is to kick off the Project. It includes the following:

- Introducing team members.
- Presenting the project scope and proposed project plan.
- Project roles and responsibilities as well as project management methodology.

Milestone 2: High-level Project Plan

During this phase, both Carbyne and Fayette County will discuss and agree upon preliminary high-level operational and technical requirements, logistics and required clearances for the next milestone. Carbyne shall present the Project's prerequisites including the equipment required for its initiation and the integration points and efforts needed for the process.

Technical workshops will take place as part of this milestone to define the project deployment plans, including installations, integration and phasing out existing solution while taking gradual steps to ingest the new solution into the PSAP. The workshops will be led by Carbyne and will include its certified 3rd party system integration vendor and Fayette.

Final project plan will be created to define the next steps includes the actual dates for any of the following milestones, roles and responsibilities and dependencies.

In addition a rollout plan shall be agreed, which will include a phase out of current systems and gradual rollout of Carbyne solution into Fayette County PSAP.

Milestone 3: Site Readiness`

In this milestone - and according to the Hardware and Software requirements presented by Carbyne - the Fayette County is responsible for providing an up and running operational environment in which the solution's software shall be installed.

Milestone 4: Installation

In this milestone, the Carbyne Global Operations team installs the PSES solution.

In addition, Carbyne's certified 3rd party system integrator will be responsible for the deployment different components of the solution.

Installation shall take place without interfering the PSAP working flow as rollout will take place as part of future milestone.

Milestone 5: Testing & Fine Tuning

In this milestone, the Carbyne Global Operations team together with its 3rd party certified vendor and the customer performs the last and final adaptations to the installed solution. Changes and modifications are applied to support Fayette County environment.

Milestone 6: Marketing Campaign

In this milestone, the Carbyne Marketing Team shall work with Fayette's Marketing Department to define and execute a marketing strategy.

Milestone 7: Training

In this milestone, the Carbyne Global Operations team will train PSAP staff to operate the c-Events and c-Live applications. Materials required for Train-the-Trainer course will be provided by Carbyne.

Milestone 8: Go Live

In this milestone, Fayette County together with the support of Carbyne will initiate the system and according to the agreed rollout plan will start handling calls using Carbyne's solution. It is agreed that as part of the rollout, and in order to finalize operation procedures, the current system shall be the prime call taking platform and the two systems will run in parallel as agreed in the project plan.

Gradually Carbyne solution shall take the control of the majority of the call until the other solution will be dismissed.

Project Team

Resource Type	Name	Contact Information
Project Lead	Carbyne - Mr. Eyal Oron Fayette County- TBD	eyalo@carbyne.com TBD
Development Lead	Carbyne - Mr. Alex Dizengof Fayette County- TBD	alex@carbyne.com TBD
Support	Carbyne - Mr. Ori Chen Fayette County- TBD	oric@carbyne.com TBD
Integration Lead	Carbyne - Mr. Ohad Moses Fayette County- TBD	ohad@carbyne.com TBD

COMMERCIAL TERMS AND CONDITIONS

Carbyne is proud to provide a budgetary price estimate for the deployment of its end-to-end Public Safety Ecosystem (PSES) solution for IP-based emergency communications. The PSES solution will be deployed in the Fayette County PSAP.

The budgetary pricing is based on discussions regarding scope, timing and other variable factors and covers:

- Software license
- Capacity of the number of calls per month
- 8 c-Live positions
- 1 c-Events license
- 1 c-Reports license

Customer Support

In accordance with the Company's standard SLA terms, post implementation, Carbyne will be responsible for providing 24*7 customer support.

Carbyne will provide all PSES software modules as well as any software updates during the term of the Agreement. Carbyne will deliver operational manuals and in addition will assign a technical support representative to provide a rapid response to any challenge that may occur (per the company SLA – Appendix A).

Pricing Proposal

Based on the information provided by Fayette County, Carbyne is providing the following price quotation for deploying our Next Generation call handling Ecosystem as a standalone (not integrated with any other Customer Premise Equipment and/or software) solution.

The cost per month before discounts for annual licensing is \$20,000 and the system includes one (1) c-Events station (fee waived), eight (8) c-Live stations at price of \$2500 per month (\$500 discount per license) and one (1) CRM system (fee waived). Additional stations added to annual licensing will be priced separately. Those prices are for full system deployment including, training; support for right of use of 12 months – including integration to third-parties. Additional developments or customizations will be performed on agreed upon terms

All prices are on NET Carbyne basis, free of any taxes, levies and such.

Total project value: \$2,000 x 8 Stations at \$16,000 per month = \$192,000 per year.

Annual pricing is as follows:

Year 1	\$192,000.00
Year 2	\$192,000.00
Year 3	\$192,000.00
Year 4	\$192,000.00
Year 5	\$192,000.00
Year 6	\$192,000.00
Year 7	\$192,000.00

Billing and Payment terms: Annual licensing fee should be paid on annual basis starting from agreement effective date, within 30 days from issuance of invoice, on upfront basis (payment for next year).

Sincerely,

By: Amir Elichai

Title: Founder & CEO

By: Eyal Elyashiv

Title: Chief Operating - USA

By: XXXXXX

Title:

APPENDIX A – SERVICE LEVEL AGREEMENT

IMPORTANT NOTE: THE SLA REFERS TO A REGISTERED USER ONLY.

This document is delivered subject to the following conditions and restrictions, which shall survive the expiration or any earlier termination of any discussions between The Company ("Carbyne") and the recipient of this document:

This document contains proprietary and/or confidential information belonging to Carbyne.

You must use the same degree of care and means that you utilize to protect your own information. Any unauthorized reproduction (electronic or mechanical), use, or disclosure of this material, or any part thereof, is strictly prohibited. When disclosure is authorized, it shall be made only to designated personnel on a "need to know" basis, who are instructed and agree in writing not to disclose or use this document or the information contained herein for any purpose, except the Purpose. The contents of this document or any part thereof may be used solely for the purpose for which they are provided – evaluating to possibility of acquiring a license to use Carbyne solutions (the "Purpose").

This document is intended solely for the use of entities expressly authorized by Report for the Purpose.

Material describing Report is for general information purposes and may be modified by Report at any time without notice.

The text and graphics are for the purpose of illustration and reference only. The specifications on which they are based are subject to change without notice.

Corporate and individual names and data used in examples herein are fictitious unless otherwise noted.

The information disclosed in this document is disclosed on an "as is" basis, and Report shall not be liable for the accuracy or its completeness thereof.

All company and brand products and service names are trademarks or registered trademarks of their respective holders.

AGREEMENT OVERVIEW

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between Carbyne and Fayette County for the provisioning of support services required to support and sustain Carbyne products.

This agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

This Agreement outlines the parameters of all technical services covered as they are mutually understood by the primary stakeholders. This agreement does not supersede current processes and procedures unless explicitly stated herein.

Introduction

Carbyne Customer Support is provided by a 24/7 Global Services Operational Center (GSOC). Given by product and IT experts, services include implementation of global and remote fault management processes, maintenance and support of all technical issues. This guarantee that Carbyne customers receive full and comprehensive technical support which best serves their needs.

Carbyne support services include:

- Software maintenance.
- Help-Desk (NOC), 24/7 continuous customer support over the phone and via email.
- On-demand remote access.
- Emergency on-site support, an advanced option at an additional cost.

Definitions

Term	Definition
Service Provider Network Faults (SPNF)	Faults encountered in receiving a response, which may be caused for example by a variety of phenomena in the GSM networks / service providers. These include network architecture changes, topology changes, routing changes in networks, introduction of new firewalls, mobile number portability implementation and others.
Software Faults	Faults and bugs in the Carbyne software (home systems and mobile apps).
IT Faults	Communication faults between Carbyne system components (router connection faults, and such) and DB issues, excluding internet.
UI Operation Faults	User miss-operation, including license issues.

Defining Problem Severity

The following table is used to define the severity of a problem.

Problem Severity	Description
Critical	Malfunction of the entire system.
	Malfunction of critical system components (DB, online storage, and voice calls) that are not accessible, resulting in system downtime.
	Significant inability to receive information through Carbyne systems.
Major	Data transmission delays but without any loss of information (user profile, user location - latitude and longitude).
	Issues related to redundant critical system components.
	Issues related to non-critical system components.
	User interface problems (Home systems: c-Events, c-Live) causing significant difficulty in performing basic operations.
Minor	User interface problems causing inconvenience (c-Reports and c-Now).
	Problems in non-critical components that do not affect system users.
	Significant delay in video initialization.

SCOPE OF SUPPORT SERVICES

Software

- Software support, analysis and fixing software problems detected during system operation.
- Periodic preventive maintenance aimed to verify system health.
- Software updates released from time to time by Carbyne to repair problems detected during system operation.
- Software upgrades to new product versions and bug fixes for Home systems and the Mobile Apps.
- Help Desk (NOC), available 24/7/365.

Help Desk Services

- Receiving calls for service.
- Authenticating callers.
- Collecting case details.
- Allocating a unique case number and notifying the Company.
- Providing initial remote telephone assistance and guidance.
- Assigning technical support representatives to handle tickets.
- Updating the **Customer** on the status of a ticket as detailed in the Open Case Procedure table on **page 27**.
- Sending technicians to the site when necessary, at an additional charge.

Support Levels

The Carbyne Customer Support Department handles all new issues that are reported. Based on the severity and complexity of the problem, the following analytical processes are initiated:

- Tier 1, handled by the Help Desk (NOC) and provided 24/7/365. Support for basic requests like solving usage issues or service desk requests that need IT involvement.
- Tier 2, handled by the Help Desk (NOC) and provided 24/7/365. Given by experienced and knowledgeable technicians who assess problems and provide solutions for issues that cannot be handled by Tier 1.
- Tier 3, handled by Customer Support. Includes initial diagnosis of the problem, basic troubleshooting, and resolution of known problems and escalation of unresolved cases.
- Tier 4, provided by R&D. Includes analysis of software problems, advanced configurations, resolution of undocumented problems, analysis of recurring problems and coding software fixes.

Support Work Procedure

The following details are required when reporting a problem:

- Customer code, a valid security code.
- Problem description, a detailed step-by-step flow and any other relevant information that might be useful to investigate the issue.
- Problem severity which can be critical, major, minor or other.

Open Case Procedure

A case can be opened in Customer Support via the Help Desk (NOC) in the following ways:

- Email Support, our Technical Support Center responds to all requests for support sent via email. Generally, this is used as backup when a customer is unable to reach our support experts over the phone. Email: _____
- Phone Support, if email is not available, our Technical Support Center is available for telephone requests for support. Phone Number: _____
- Support SLA, problems reported to Carbyne may go through several levels of support. The following table describes the movement of a request between the levels and the POC who is informed during each change.

Parameters	Carbyne - Customer
Help Desk Availability	Email - 24/7 Phone - 24/7
Internet Access / LAN	Customer's responsibility
On-site Support	Remote access; on-site if needed

Severity	Response Time	Resolution Time
	Acknowledge	Progress report
		Software /IT/UI fault recovery time
Critical		1 hour
Major	Immediate email acceptance notification	4 hours
Minor	Phone answer within 5 minutes	Monthly
Other		N/A

NOTE: THE SAID SERVICES EXCLUDE FORCE MAJEURE WHICH REFERS TO THE DOWNTIME IN MINUTES RESULTING FROM EVENTS OR CONDITIONS BEYOND THE COMPANY'S REASONABLE CONTROL. SUCH EVENTS MIGHT INCLUDE, BUT ARE NOT LIMITED TO, ANY ACTS GENERATED BY A COMMON ENEMY, THE ELEMENTS, EARTHQUAKES, FLOODS, FIRES, EPIDEMICS AND THE INABILITY TO SECURE PRODUCTS OR SERVICES FROM OTHER PERSONS OR ENTITIES.

3rd Party SLA

Service	Link	Note
Google Maps API	https://enterprise.google.com/maps/terms/maps-sla.html	Google Maps API, used in c-Events / c-Live / c-Reports (standalone implementation).
Microsoft - CRM Dynamics	https://port.crm.dynamics.com/portal/status/1033/sla.htm	
Amazon - AWS	https://aws.amazon.com/ec2/sla/	SLA of 99.95% (audio, video, user data, locations, CRM data).

Operation System Versions

The following versions are applicable for January, 29th, 2018 and are subject to change following the release of new devices and operating systems.

- Supported IOS devices: X, 8, 7, 6, 5 (IPADs are not supported).
- Android operating systems: 4.4 and above.
- IOS operating systems: 10.3 and above.

ATTENTION - IT IS ESSENTIAL TO FOLLOW THE HARDWARE AND NETWORK REQUIREMENTS AS DEFINED IN THE PROJECT TEMPLATE PROPOSAL. IGNORING THESE GUIDELINES MAY CAUSE SYSTEM MALFUNCTIONS AND SLA VIOLATIONS.

GENERAL TERMS AND CONDITIONS
Contract #1477-S: Carbyne Public Safety Ecosystem

1. **Definitions:** The term "contractor" as used herein and elsewhere in these Terms and Conditions shall be used synonymously with the term "Carbyne, Inc." The term "county" shall mean Fayette County, Georgia.
2. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest in the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

3. **Notice to Proceed:** The County shall not be liable for payment of any work done or any costs incurred by any offeror prior to the county issuing a written notice to proceed.
4. **Term of Contract:** The term of this agreement shall begin upon issuance of a Notice to Proceed, and continue Through June 30, 2019. Thereafter, this agreement may be renewed by the county for six additional one-year renewal terms (each a "Renewal Term" and together with the Initial Term, the "Term"), which renewal will be by letter or other written correspondence from the county to the contractor ninety (90) days prior to expiration of the Initial Term or the then-current Renewal Term. If the county fails to provide notice of renewal, this Agreement will terminate at the end of the Initial Term or the then-current Renewal Term. This agreement is subject to the multi-year contractual provisions of O.C.G.A. 36-60-13(a).
5. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the county under the contract.
6. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.

7. **Non-Assignment:** Assignment of any contract resulting from this invitation to bid will not be authorized, except with express written authorization from the county.
8. **Insurance:** The contractor shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits set forth as follows:
 - **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
 - **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
 - **Worker's Compensation:** Workers Compensation as required by Georgia statute.

Before a contract is executed with the successful offeror, the successful offeror shall provide Certificates of Insurance for all required coverage. The successful offeror can provide the Certificate of Insurance after award of the contract, but must be provided prior to execution of the contract document by both parties. Certificates shall list an additional insured as follows:

Fayette County, Georgia
140 Stonewall Avenue West
Fayetteville, GA 30214

9. **Termination for Cause:** Either party may terminate the contract for cause by sending written notice to the other party of the other party's default in the performance of any term of this agreement. Termination shall be without prejudice to any of either party's rights or remedies by law.
10. **Termination for Convenience:** Either party may terminate the contract for its convenience at any time with 60 (sixty) days' written notice to the other party. In the event of termination for convenience, the county will pay the contractor for services performed. The county will compensate partially completed performance based upon a signed statement of completion submitted by the contractor, which shall itemize each element of performance completed. Should either party exercise the option to terminate, Carbyne shall refund any portion of fees paid in advance.
11. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
12. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Fayette County, Georgia.
13. All provisions for privacy and nondisclosure made within this document or any other document included under this agreement are made with deference to the disclosures that are mandatory under the Open Records Act.

Contract #1477-S: Carbyne Public Safety Ecosystem

COMPANY INFORMATION

COMPANY

Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

AUTHORIZED REPRESENTATIVE

Signature: _____

Printed or Typed Name: _____

Title: _____

Email Address: _____

Phone Number: _____ Fax Number: _____

PROJECT CONTACT PERSON

Name: _____

Title: _____

Office Number: _____ Cellular Number: _____

*E-Verify Program Form Effective 8/1/2011***Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Fayette County, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Carbyne, Inc.

Name of Contractor

1477-S: Carbyne Public Safety Ecosystem

Name of Project

Fayette County, Georgia

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 201__ in (city) _____, (state) _____

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201 ____.

NOTARY PUBLIC

My Commission Expires:

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/tw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

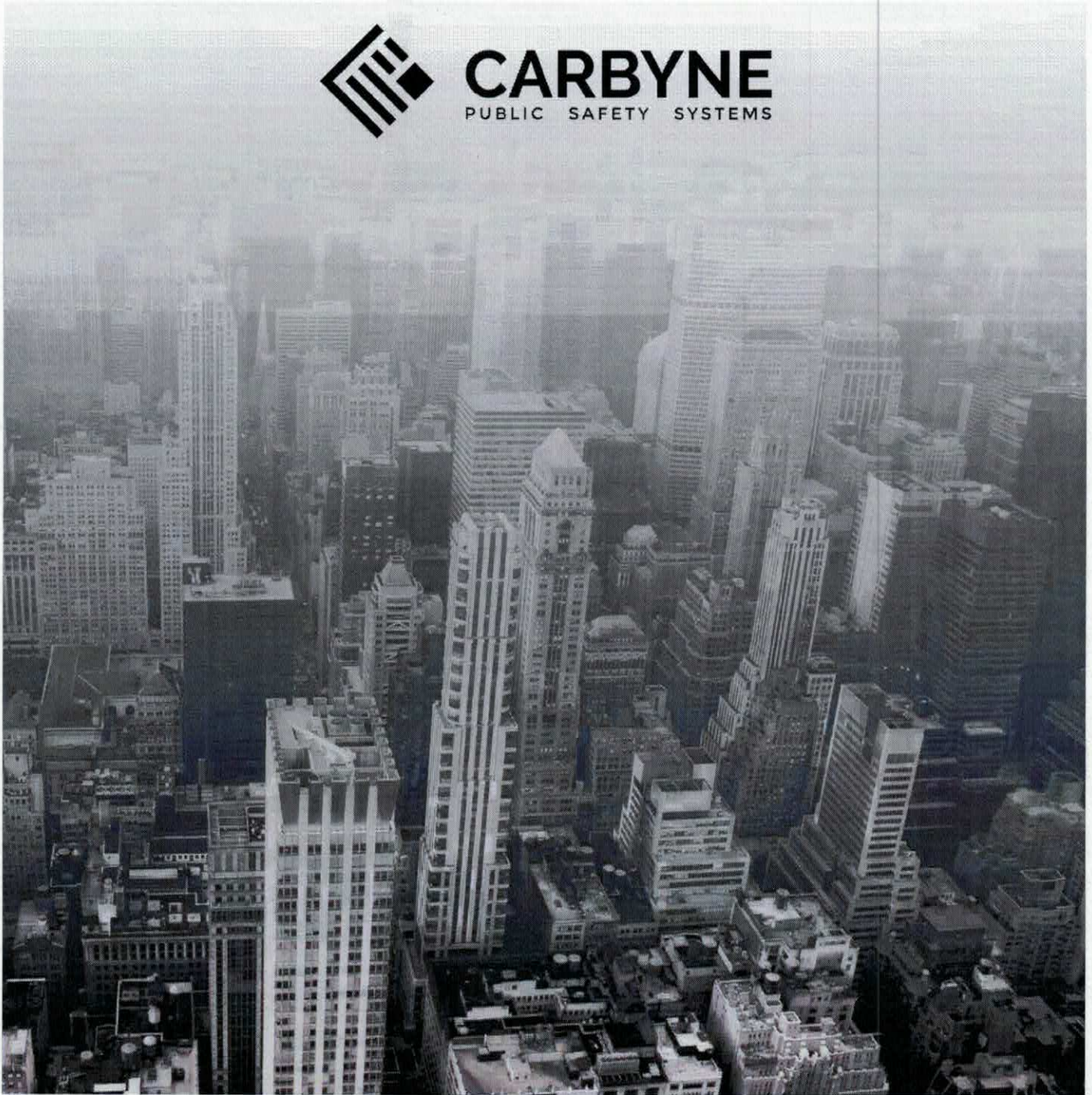
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



CARBYNE
PUBLIC SAFETY SYSTEMS



Public Safety Ecosystem

CARBYNE SOLE SOURCE JUSTIFICATION LETTER

JUNE 2017

To Whom It May Concern:

Carbyne Inc. is the sole source provider of the Reporty Public Safety Ecosystem (PSES) in the United States. Carbyne Inc. acts as a representative on behalf of Reporty and is a wholly owned subsidiary. Carbyne provides product demonstrations, technical and implementation support, and other services to customers, as the exclusive reseller of Reporty technologies in the US. The Reporty PSES is sold only as a direct transaction between Carbyne Inc. and its end customers in the US.

Reporty's PSES combines a state-of-the-art indoor and outdoor positioning system which, coupled with our unique machine learning algorithm, provides an accurate location. Having deployed internationally in several countries has given us an unparalleled insight into the core requirements needed to enhance government-citizen communications. Combining streaming video, call prioritization, our virtual router, and our patented location technology, Reporty's PSES is a paradigm shift in emergency and non-emergency response.

Eyal Elyashiv
Chief Operating Officer
Carbyne, Inc.



CARBYNE & FAYETTE COUNTY

The First, and Final, Step Towards NG911



CARBYNE IS A NATIONAL REAL-TIME EMERGENCY COMMUNICATION
(CALL HANDLING) PLATFORM LEADING THE MOST ADVANCED
PUBLIC SAFETY TECHNOLOGY FOR EMERGENCY INFRASTRUCTURE



GLOBAL OPERATION



FOUNDED



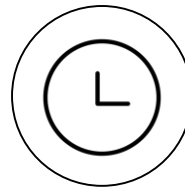
60+ EMPLOYEES



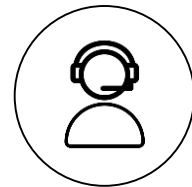
OFFICES IN TEL AVIV
&
NEW YORK

Benefits for The PSAP

Page 94 of 114



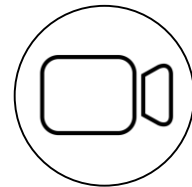
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DURATION



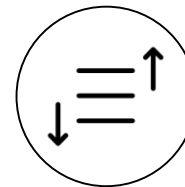
INCREASE STAFF
EFFICIENCY



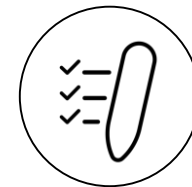
DEVICE BASED
LOCATION



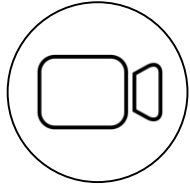
LIVE VIDEO AND
TEXT



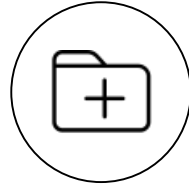
CALL
PRIORITIZATION



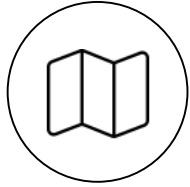
DATA MANAGEMENT



LIVE VIDEO
REPORT



MEDICAL PROFILE
SHARE



SEE REPORTS ON
LIVE MAP



EXACT INDOOR AND
OUTDOOR LOCATION



ROUTING
OPTIMIZATION



NOTIFIED WHEN
FAMILY AND FRIENDS
REPORT

Benefits for Citizens



Features and Prices

	Rate	Fayette County	Notes
Carbyne Technology Licenses	\$240,000	\$192,000	Eight (8) licenses
Text-to-911	-	-	Included (alt. 3rd party service: ~\$90k)
c-All SMS Charges	\$2,400	\$0.00	Waived
Location	-	-	Included
C-Events	\$12,000	\$0.00	Waived
C-Reports	\$8,600	\$0.00	Waived
Maintenance	\$24,000	\$0.00	Waived
<i>Integration - one time fee</i>	<i>\$100,000</i>	<i>\$0.00</i>	<i>Waived</i>
Total	\$387,000	\$192,000	
First Year Cost	\$387,000	\$192,000	50% discount
Yearly Cost	\$287,000	\$192,000	33% yearly discount

Five Year Contract Savings

Carbyne Contract	Rate	Fayette County	Savings
First Year	\$387,000	\$192,000	\$195,000
Second Year	\$287,000	\$192,000	\$95,000
Third Year	\$287,000	\$192,000	\$95,000
Forth Year	\$287,000	\$192,000	\$95,000
Fifth Year	\$287,000	\$192,000	\$95,000
Contract Total	\$1,535,000	\$960,000	\$575,000

Fayette County: Creating A Safer Now

Thank You!



COUNTY AGENDA REQUEST

Page 99 of 114

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of staff's recommendation to award Bid #1489-B: Antebellum Way Culvert Replacement SPLOST Category I for Fiscal Year 2018 to the low bidder, Pine Valley Concrete Company Inc., in the amount of \$446,903.

Background/History/Details:

On March 21, 2017, the citizens of Fayette County voted to enact a Special Purpose Local Option Sales Tax (SPLOST) to replace failing infrastructure throughout the unincorporated area of Fayette County. Antebellum Way Culvert Replacement is listed as a SPLOST Category I project.

This project replaces two failing 84" corrugated metal pipe culverts under Antebellum Way with 60 linear feet of triple concrete box culverts (2 - 9'x7' boxes and 1 - 9'x9' center box) including relocating 8" PVC water main.

Staff is recommending to award Bid #1489-B: Antebellum Way Culvert Replacement SPLOST Category I for Fiscal Year 2018 to the low bidder, Pine Valley Concrete Company Inc.

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to award Bid #1489-B: Antebellum Way Culvert Replacement SPLOST Category I for Fiscal Year 2018 to the low bidder, Pine Valley Concrete Company Inc., in the amount of \$446,903.

If this item requires funding, please describe:

Funding for this bid, \$446,903, is available in 32240320, 2017 SPLOST, Project: 6509D Antebellum Way.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
www.fayettecountyga.gov

To: Steve Rapson

From: Ted L. Burgess

Date: May 24, 2018

Subject: Invitation to Bid #1489-B: Antebellum Way Culvert Replacement

Antebellum Way is a one-way in and out street. The December 2015 flood event damaged a culvert on Antebellum Way, which severely impaired stream flow and caused upstream flooding. The double 85-inch metal pipes are bent, restricting flow and are washing out around the inlets. The 2017 Special Purpose Local Option Sales Tax (SPLOST) list of projects included this as a Category I (Flooding and Safety) project.

Tetra Tech, Inc., Public Works' Engineer of Record, prepared technical specifications for an Invitation to Bid (ITB) for the construction work. Subsequently, the Purchasing Department issued ITB #1489-B for a general contractor.

Emails were sent to 21 contractors who are registered on the county's bidders' list or have bid previously. Another 405 were contacted through the web-based Georgia Procurement Registry, using commodity codes 91339 (Construction, Pipe Culvert) and 91377 (Maintenance & Repair, Pipe Culvert). With potential funding assistance through the Federal Emergency Management Agency, we complied with their requirement by contacting 73 companies on the Small Business Administration's registry for small, minority-owned, or women-owned businesses. Notification was provided via the Fayette News, the county website, Greater Georgia Black Chamber of Commerce, Georgia Local Government Access Marketplace (www.glga.org), and Channel 23.

Eight companies submitted bids. Environmental Management recommends award to the low bidder, Pine Valley Concrete Company, Inc., in the amount of \$446,903.00. There are no records of a previous contract with this company, so no Contractor Performance Evaluation is provided.

Specifics of the proposed contract are as follows:

Contract Name	1489-B: Antebellum Way Culvert Replacement		
Contractor	Pine Valley Concrete Co., Inc.		
Lump Sum Amount	\$446,903.00		
Budget:			
Fund	322		2017 SPLOST
Organization Code	32240320		Stormwater Projects
Object Code	541210		Other Improvements
Project Code	6509D		Antebellum Way
Available Budget	\$924,090		As of 5/1/2018



Photo 1:



Photo 2:

Antebellum Way

Photo Date:

1/05/2016

Taken By:

Tony Hicks

Page:

1

Invitation to Bid #1489-B
Antebellum Way Culvert Replacement

COMPANY	EROSION CONTROL	CULVERT INSTALLATION	UTILITY RELOCATION	ALLOWANCE FOR MATERIAL TESTING (SOIL & CONCRETE)	TOTAL LUMP SUM BASE BID
GEORGIA BRIDGE & CONCRETE, LLC	\$64,804.00	\$711,749.00	\$86,000.00	\$10,000.00	\$872,553.00
SITE ENGINEERING INC.	\$52,000.00	\$752,400.00	\$25,000.00	\$10,000.00	\$839,400.00
MCLEROY INC.	\$16,000.00	\$639,000.00	\$42,000.00	\$10,000.00	\$707,000.00
REYNOLDS CONSTRUCTION OF GEORGIA, LLC	\$57,791.02	\$473,500.29	\$64,708.69	\$10,000.00	\$606,000.00
CMES, INC.	\$13,000.00	\$515,890.00	\$2,000.00	\$10,000.00	\$540,890.00
CRAWFORD GRADING & PIPELINE, INC.	\$48,000.00	\$433,000.00	\$45,000.00	\$10,000.00	\$536,000.00
NORTH GEORGIA CONCRETE, INC.	\$45,786.00	\$439,430.00	\$32,190.00	\$10,000.00	\$527,406.00
PINE VALLEY CONCRETE COMPANY INC.	\$26,000.00	\$358,903.00	\$52,000.00	\$10,000.00	\$446,903.00

COUNTY AGENDA REQUEST

Page 103 of 114

Department: Administration

Presenter(s): Steve Rapson, County Administrator

Meeting Date: Thursday, May 24, 2018

Type of Request: New Business #11

Wording for the Agenda:

Consideration of an Intergovernmental Agreement with the Fayette County Development Authority for the purpose of offering certain ad valorem property tax incentives to companies, businesses and industries in the County.

Background/History/Details:

A tax incentive is a measure used to encourage businesses to spend money or to save money by reducing the amount of tax that they have to pay. Government entities such as the Development Authority, work to attract businesses, jobs and investment to Fayette County. This is sometimes accomplished by offering incentives such as tax breaks.

Peachtree City approved this contract on February 1, 2018

Town of Tyrone approved on February 1, 2018

City of Fayetteville has not yet approved

What action are you seeking from the Board of Commissioners?

Approval of an Intergovernmental Agreement with the Fayette County Development Authority for the purpose of offering certain ad valorem property tax incentives to companies, businesses and industries in the County.

If this item requires funding, please describe:

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

If so, when?

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

Backup Provided with Request? Yes

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

Approved by Finance Not Applicable

Reviewed by Legal Yes

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval Yes

Staff Notes:

VERSION DATE: 01/10/18

INTERGOVERNMENTAL CONTRACT

THIS INTERGOVERNMENTAL CONTRACT (this "Contract"), dated as of _____, 2018, is made and entered into by and between the FAYETTE COUNTY DEVELOPMENT AUTHORITY, a public body corporate and politic duly created and existing under the laws of the State of Georgia (the "Authority"), FAYETTE COUNTY, a political subdivision duly created and existing under the laws of the State of Georgia (the "County"), the FAYETTE COUNTY SCHOOL DISTRICT, a political subdivision duly created and existing under the laws of the State of Georgia (the "School District"), the TOWN OF BROOKS, a municipal corporation of the State of Georgia ("Brooks"), the CITY OF FAYETTEVILLE, GEORGIA, a municipal corporation of the State of Georgia ("Fayetteville"), the PEACHTREE CITY, GEORGIA, a municipal corporation of the State of Georgia ("Peachtree City"), the TOWN OF TYRONE, a municipal corporation of the State of Georgia ("Tyrone") and the TOWN OF WOOLSEY, GEORGIA ("Woolsey"), a municipal corporation of the State of Georgia. Brooks, Fayetteville, Peachtree City, Tyrone and Woolsey are sometimes referred to herein collectively as the "Municipalities". The Authority, the County, the School District and the Municipalities are sometimes referred to herein collectively as the "Parties".

WITNESSETH:

WHEREAS, the Parties propose to enter into this Contract, pursuant to which they will agree to a plan for offering certain *ad valorem* property tax incentives to companies, businesses and industries (each a "Company") in the County; and

WHEREAS, the Development Authorities Laws, O.C.G.A. § 36-62-1, et seq., authorizes the Parties to contract as provided herein and Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia (the "Constitution") authorizes, among other things, any county, municipality or other political subdivision of the State of Georgia to contract, for a period not exceeding fifty (50) years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide.

NOW, THEREFORE, for and in consideration for the premises and the mutual agreements and representations herein made, and other good and valuable consideration, the Parties agree as follows:

ARTICLE I**FINDINGS**

The Parties have found and hereby restate their findings that the collaboration between the Parties and the transactions described herein will further the public purpose of the Parties to promote and expand for the public good and welfare of the County and its respective citizens,

industry, trade, commerce and employment opportunities within the County to encourage and promote the expansion and development of industry, trade, and commerce and the facilities therefor in the County. The Parties have determined that the economic benefits that will inure to the County and the State of Georgia with respect to the collaboration between the Parties and the transactions described in this Contract are sufficient consideration for the benefits to be derived under this Contract.

ARTICLE II

AD VALOREM TAX INCENTIVE

Provided a Company meets the eligibility requirements described in Article III hereof, as determined by the Authority, the Authority is hereby authorized to offer and approve a time-limited, performance-based *ad valorem* property tax incentive (a "Tax Incentive") for real and personal property (including machinery, equipment and fixtures used in the operation of the Company) acquired, constructed and installed by a Company in the County (a "Project").

The Tax Incentive authorized to be offered and approved hereunder shall be calculated and administered as follows:

(a) Under a proposed Tax Incentive transaction, a Company would transfer the Project and all components thereof, as then existing, to the Authority, or cause the same to be so transferred, and the Authority and the Company would enter into a lease agreement (the "Lease") under which the Authority would lease the Project as then or thereafter existing to the Company.

(b) The Parties hereto acknowledge that the Authority is not subject to *ad valorem* taxation on its interest in either the real property or the personal property portions of the Project. The parties further acknowledge that a Company will be subject to *ad valorem* taxation on its leasehold interest in a proposed project (the "Leasehold Interest"). Pursuant to the Supreme Court of Georgia in W.C. Harris, et al. vs. DeKalb County Board of Tax Assessors, 248 Ga. 277 (1981) (the "Harris Case"), the Fayette County Board of Tax Assessors (the "Board of Assessors") may agree in advance to fixed or percentage, reasonable and non-arbitrary valuation methods for valuation of the Leasehold Interest.

(c) In order to provide a Company with sufficient information and certainty upon which it can base its decision to carry out the Project in the County, the parties agree that it is important that the Board of Assessors set forth the methodology by which the Leasehold Interest of a Company in a Project will be valued for *ad valorem* property purposes. That methodology has been presented to and approved by the Board of Assessors and is as follows:

1. Beginning on January 1 of the year immediately following the initial conveyance of the fee interest in the Project to the Authority (the "Tax Commencement Date"), assets acquired by the Authority will be valued for *ad valorem* property tax purposes based on the following ten (10) year schedule. During each year, the Leasehold Interest of the Company in the assets acquired and owned by the Authority will be subject to taxation by the applicable governmental jurisdiction at the fair market value of the Leasehold Interest in that year as determined by the Board of Assessors in accordance with

this Agreement. The fair market value of the Leasehold Interest of the Company in such assets shall increase as the lease term progresses and for any year will equal the “applicable percentage” for such year as described above and as set forth below, multiplied by the fair market value of the fee interest of such assets in such year. The “applicable percentage” in each year during this ten (10)-year period will be as follows:

First Year	10%
Second Year	20%
Third Year	30%
Fourth Year	40%
Fifth Year	50%
Sixth Year	60%
Seventh Year	70%
Eighth Year	80%
Ninth Year	90%
Tenth Year and thereafter	100%

3. The determination of the fair market value of the fee interest in any asset in any year following the Tax Commencement Date (prior to being reduced by the applicable percentage) will be subject to periodic reassessment, for which the Board of Assessors will employ its standard valuation methods. The fair market value of the Leasehold Interest valued thereunder, after being reduced by the applicable percentage, shall be multiplied by 40% to determine the assessed value of each such category for such year and thereafter multiplied by the millage rate established by the County, for itself and for the School District, and any applicable Municipality, to the extent the Project is located within the geographical boundaries of such Municipality, with respect to such year, to determine the *ad valorem* tax for such year.

4. On an annual basis, the Company shall return the property comprising the Project for *ad valorem* taxation purposes in the County, and shall also deliver to the Authority and the Board of Assessors on or before the anniversary date of this Agreement such additional documentation and information as may be necessary in order for the Board of Assessors to value the Project and portions thereof.

(d) If the option to purchase the Project (as provided in the Lease) is exercised by the Company upon termination of the Lease or earlier or if the Lease is otherwise terminated or expires, the Project will be taxable according to normal *ad valorem* property taxation rules that are applicable to privately-owned property in place at the time of termination or expiration.

ARTICLE III

ELIGIBILITY REQUIREMENTS

The Tax Incentive described in Article II hereof may only be offered and approved for Projects that meet the following requirements:

a. Type of Project. The Project shall be in one of the following target industries: Corporate Headquarters, Information Technology, Aerospace, Advanced Manufacturing, Film/New Media, and Medical, Research & Development.

b. Capital Investment. The Project must have a new capital investment of at least \$7,000,000. In calculating the capital investment for this requirement, both real property and equipment acquired by a Company by lease or purchase count for purposes of calculating the capital investment by a Company. Equipment acquired by a Company may be new or used, so long as it has not been previously in service in the County. Capital investment shall include, for the purpose of this Article, real property and the purchase or placement of machinery, equipment and fixtures used in the operation of the Company. Existing real property may, at the discretion of the Authority, receive a Tax Incentive if the renovation and/or improvement of such property exceeds \$7,000,000.

d. Jobs. The Project must expect to create at least twenty (20) full time or equivalent employees with Wages of at least \$50,000 per year. "Wages" means wages, benefits and bonuses.

Each Company that locates or expands in the County is eligible to apply for a Tax Incentive if the proposed Project meets the above described eligibility requirements. Any Company seeking to receive a Tax Incentive shall make an application to the Authority and pay the application fee required by the Authority. The application shall contain a project description including number of jobs with average salary, timeline of hiring, investment level, and industry sector as well as any additional information requested by the Authority, and the application will be signed by an officer of the Company. The Authority shall perform due diligence as to the qualifications of the Company to receive a Tax Incentive.

The Authority may decline to offer a Tax Incentive to any applicant for whatever reason.

Any Company which receives a Tax Incentive shall be required to agree and consent to the jurisdiction and venue of the Superior Court of Fayette County, Georgia for any and all disputes concerning the Tax Incentive and the matters described in this Contract.

ARTICLE IV.

NOTICE TO COUNTY, BOARD OF ASSESSORS AND TAX COMMISSIONER

The Authority hereby agrees to provide written notice to the Manager of the County, the Board of Assessors, the Tax Commissioner of Fayette County, the School District and the respective Municipality, to the extent the Project is located within the geographical boundaries of such municipality, at least twenty (20) days prior to adopting a resolution approving any proposed Tax Incentive transaction.

ARTICLE V.

PERFORMANCE STANDARDS

In connection with a Tax Incentive, a Company shall agree to meet certain capital investment and job creation goals. If the Company fails to meet such goals, it shall be required to make a recoupment payment, calculated based on standard Authority practices, to the Authority to be disbursed to the respective taxing jurisdictions.

VI.

ASSIGNMENT OF TAX INCENTIVE

In the event the real property from which the Company operates its business is transferred to a related or successor entity (whether owned or leased by the Company), the Tax Incentive shall be continued if that related or successor entity agrees to comply in all respects with the terms of the Tax Incentive, the schedule of tax reduction in the Tax Incentive shall remain unchanged, and the duration of the tax reduction shall not be extended beyond the period of time contemplated in the Tax Incentive and the incentive agreement.

ARTICLE VII.

MISCELLANEOUS

a. Effective Date and Term. This contract shall be effective as of the date of execution (the "Effective Date"). This contract shall be for a term of one (1) year from the Effective Date and shall renew automatically for one (1) year terms from year to year until terminated by either the County or the Authority.

b. Notices. Any notice or other communication required or permitted by this Contract must be given in writing and must be delivered by personal delivery (including personal delivery by overnight courier such as UPS, Federal Express, DHL, or similar overnight courier), first class mail (registered or certified), telecopy or e-mail (with a copy sent by personal delivery or first class mail), in each case addressed as follows, or to such other address or addresses as may be hereafter furnished by one party to the other party in compliance with the terms hereof. Notice will be effective when received or delivered, or delivery is refused.

If to the Authority:

Fayette County Development Authority
 Attention: President
 200 Courthouse Square
 Fayetteville, GA 30214
 Telephone: (770) 461-5253
 Facsimile: (770) 460-0259

If to the County:	<p>Fayette County Board of Commissioners Attn: Chairman 140 Stonewall Avenue West Fayetteville, GA 30214 Telephone: (770) 305-5123 Facsimile: (770) 305-5210</p>
If to the School District:	<p>Fayette County Board of Education Attn: Chairman 210 Stonewall Avenue West Fayetteville, Georgia 30214 Telephone: (770) 460-3535 Facsimile:</p>
If to Brooks:	<p>Town of Brooks, Georgia Attn: Mayor 961 Hwy 85 Connector Brooks, Georgia 30205 Telephone: (770) 719-7666 Facsimile:</p>
If to Fayetteville:	<p>City of Fayetteville, Georgia Attention: Mayor 240 South Glynn Street Fayetteville, Georgia 30214 Telephone: (770) 461-6029 Facsimile:</p>
If to Peachtree City:	<p>Peachtree City, Georgia Attn: Mayor 151 Willowbend Road Peachtree City, Georgia 30269 Telephone: (770) 487-7657 Facsimile:</p>
If to Tyrone:	<p>Town of Tyrone, Georgia Attention: Mayor 881 Senoia Road Tyrone, Georgia 30290 Telephone: (770) 487-4038 Facsimile:</p>
If to Woolsey:	<p>Town of Woolsey, Georgia Attention: 117B Hill Ave. Fayetteville, Georgia 30215 Telephone: (770) 719-8711 Facsimile:</p>

c. Binding Effect. This Contract shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

d. Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

e. Amendments, Changes, Modifications and Termination. This Contract may only be amended, changed, modified, or altered by the written agreement of all of the Parties, provided, however, if the proposed amendment relates to a specific Project, such amendment may be amended by those Parties in which such Project is located. This Contract may be terminated by the County or the Authority at any time upon providing 90 days written notice to the Parties. The School District and each of the Municipalities may terminate its respective participation in this Contract at any time upon providing 90 days written notice to the Parties; the effect of such termination of participation is that the Company shall be obligated to pay 100% of the *ad valorem* taxes for such non-participating governmental entity that would have been paid assuming there was not a Tax Incentive for the proposed Project.

f. Execution Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Signatures transmitted by facsimile or e-mail via .pdf format shall be treated as original and binding signatures.

g. Captions. The captions or headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Contract.

h. Law Governing Construction of Contract. This Contract shall be governed by, and construed in accordance with, the laws of the State of Georgia.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed in their respective names and their respective seals to be hereunto affixed and attested by their respective duly authorized officers, all as of the date first above written.

**FAYETTE COUNTY DEVELOPMENT
AUTHORITY**

By: _____
Chairman

Attest: _____
Secretary

(SEAL)

FAYETTE COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners

Attest: _____
County Clerk

(SEAL)

**FAYETTE COUNTY SCHOOL
DISTRICT**

By: _____
Chairman

Attest: _____
Secretary

(SEAL)

TOWN OF BROOKS, GEORGIA

By: _____
Mayor

Attest: _____
Clerk

(SEAL)

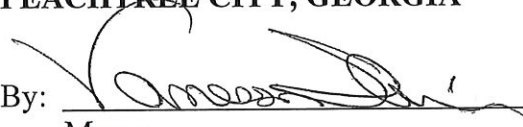
CITY OF FAYETTEVILLE, GEORGIA

By: _____
Mayor

Attest: _____
Clerk

(SEAL)

PEACHTREE CITY, GEORGIA

By:  _____
Mayor

Attest:  _____
Clerk

(SEAL)

TOWN OF TYRONE, GEORGIA

By: _____
Mayor

Attest: _____
Clerk

(SEAL)

TOWN OF BROOKS, GEORGIA

By: _____
Mayor

Attest: _____
Clerk

(SEAL)

CITY OF FAYETTEVILLE, GEORGIA

By: _____
Mayor

Attest: _____
Clerk

(SEAL)


PEACHTREE CITY, GEORGIA

By: _____
Mayor

Attest: _____
Clerk

(SEAL)

TOWN OF TYRONE, GEORGIA

By: 
Mayor

Attest: 
Clerk

(SEAL)

TOWN OF WOOLSEY, GEORGIA

By: _____
Mayor

Attest: _____
Clerk

(SEAL)