

## **BOARD OF COUNTY COMMISSIONERS**

Randy Ognio, Chairman  
Charles W. Oddo, Vice Chairman  
Edward Gibbons  
Eric K. Maxwell  
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 9, 2019

6:30 p.m.

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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 2<sup>nd</sup> and 4<sup>th</sup> 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 County Intern McKenzie McManaman for her work in the Fayette County Clerk's office. (page 3)

### **PUBLIC HEARING:**

### **CONSENT AGENDA:**

2. Approval of staff's recommendation to add Wildwood Estates Phase II subdivision to Fayette County's Street Light Program. (pages 4-29)
3. Approval to adopt Policy 448.17; Employee Referral Incentive Program as discussed at the April 5, 2019 Board of Commissioners' Retreat. (pages 30-39)
4. Approval of an agreement between Judicial Correction Services, LLC and Fayette County to establish service for a private probation system for the supervision of probationers as ordered by Fayette County State Court and to collect restitution, fines, and fees as ordered by State Court Chief Judge Jason B. Thompson. (pages 40-52)
5. Approval of the April 23, 2019 Board of Commissioners Meeting Minutes. (pages 53-57)

### **OLD BUSINESS:**

### **NEW BUSINESS:**

6. Consideration of a request from the City of Fayetteville to develop an intergovernmental agreement to build a connector street between the county library and city park. (pages 58-62)

7. Consideration of staff's recommendation to use Bituminous Surface Treatment (Chip Seal) in-place of traditional hot-mix asphalt on Hardy Road and Morgan Road. (pages 63-67)
8. Consideration of staff's recommendation to reallocate \$414,490.00 from 6509D - Antebellum Way and \$86,531.00 from 17SAB - Heritage Park Way to Dogwood Trail (17SAH) and to award Bid #1657-B: 2017 SPLOST; Stormwater Category II; Dogwood Trail Culvert Replacement to the lowest responsive, responsible bidder, AM Construction, LLC in the amount of \$963,000.00. (pages 68-81)
9. Consideration of the County Attorney's recommendation to approve a partial disposition of tax refund, as requested by Christopher and Chantel Appling, for tax year 2018 in the amount of \$1,964.52. (pages 82-84)
10. Consideration of the County Attorney's recommendation to approve the disposition of tax refunds, as requested by Nancy Dodgen, for tax years 2016, 2017 and 2018 in the amount of \$1,287.56. (pages 85-87)

**PUBLIC COMMENT:**

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

**ADMINISTRATOR'S REPORTS:**

**ATTORNEY'S REPORTS:**

**COMMISSIONERS' REPORTS:**

**EXECUTIVE SESSION:**

**ADJOURNMENT:**

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Recognition of County Intern McKenzie McManaman for her work in the Fayette County Clerk's office.

**Background/History/Details:**

McKenzie McManaman is a 2019 honor student and senior at Whitewater High School. McKenzie started her internship through the Fayette County Board of Education Work-Based Learning Program in August 2018. Since her time in the Clerk's office, McKenzie has successfully created the Records Retention Manual and County brochure.

She has taken on several office duties and with guidance and support from the Board is currently developing a proposal to begin a Youth Council in Fayette County.

McKenzie has been accepted to George Washington with paid full tuition and will be majoring in Political Communications.

**What action are you seeking from the Board of Commissioners?**

Recognition of County Intern McKenzie McManaman for her work in the Fayette County Clerk's office.

**If this item requires funding, please describe:**

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

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval of staff's recommendation to add Wildwood Estates Phase II subdivision to Fayette County's Street Light Program.

**Background/History/Details:**

The property owners in the subdivision, known as Wildwood Estates II, are petitioning the Board of Commissioners to be added into the Fayette County Street Light Program.

The Board of Commissioners created Fayette County Street Light Districts in September 1983. The street light ordinance was amended in November 2014 to require a \$100 application fee and prepayment of two (2) years worth of street light bills to cover expenses incurred by Fayette County until the charges could be recouped with the tax bills. Wildwood Estates II has paid Fayette County the required amounts and presented a petition representing 100% homeowner notification and 91.67% approval in Wildwood Estates II.

The estimated monthly charge is \$122.50. Atkins Place has paid the \$100 application fee and the first two (2) years prepayment for street lights. Each of the thirty-six (36) parcels will be added to the Wildwood Estates Phase I street light district on the 2020 Property Tax Bill. Anticipated street light assessments for Wildwood Estates Phases I & II on the 2020 Property Tax is \$63.

**What action are you seeking from the Board of Commissioners?**

Approval of staff's recommendation to add the Wildwood Estates Phase II subdivision to Fayette County's Street Light Program.

**If this item requires funding, please describe:**

These additional lights will cost \$122.50 per month per Coweta Fayette EMC. Wildwood Estates II has prepaid the amounts required to become a street light district until the cost may be added onto the property tax bill and the county reimbursed.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**



FAYETTE COUNTY  
PETITION FOR STREET LIGHTING

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

EACH OF US DOES HEREBY PLEDGE AND CONSENT TO THE LEVYING OF A LIEN BY FAYETTE COUNTY AGAINST PROPERTY WE OWN FOR THE PURPOSE OF PAYMENT OF THE COST OF AND OPERATING THE STREET LIGHTS. THERE ARE 36 NUMBER OF LOTS CURRENTLY EXISTING IN STREET LIGHT DISTRICT Wickwood Phase II, AND EACH OWNER AS SHOWN ON THE TAX RECORDS HAS AFFIRMATIVELY SIGNED THIS PETITION OR INDICATION FOR DISAPPROVAL IS NOTED HEREIN.

THIS PETITION REPRESENTS 36 AFFIRMATIVE VOTES, OR 100 % OF THIS DISTRICT TO BE EFFECTED IN THIS REQUEST. YOUR SIGNATURE ON THIS PETITION INDICATED THAT YOU HAVE READ AND FULLY UNDERSTAND THE REQUIREMENTS FOR APPROVAL OF A STREET LIGHT DISTRICT.

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

Sworn to and subscribed before me,

this 16<sup>th</sup> day of April, 2019.

Larry Kimber  
(Subscribing Witness)

Notary Public  
Fayette County, State of Georgia



FAYETTE COUNTY STREET LIGHTING PROGRAM  
SIGNATURE SHEET

65  
Lot #(s)

Terry & Sue Klinker  
Property Owner(s)

270 Postwood Dr.  
(Street & No.)

Terry Klinker  
Signature

Sue Klinker  
Signature

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

Abhi Zhi  
Witness

#61  
Lot #(s)

Luis & Veronica Aciza  
Property Owner(s)

360 Postwood Drive  
(Street & No.)

[Signature]  
Signature

[Signature]  
Signature

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

Terry Klinker  
Witness

# FAYETTE COUNTY STREET LIGHTING PROGRAM SIGNATURE SHEET


63

Lot #(s)

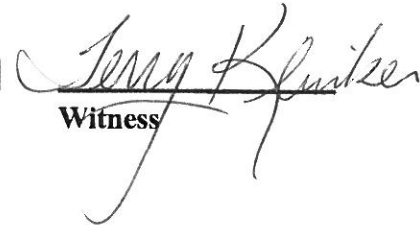
John R. & Ruth A. Melotte  
Property Owner(s)

300 Postwood Drive  
(Street & No.)

  
Signature

  
Signature

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

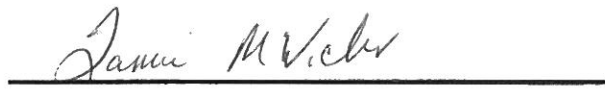
  
Witness

20

Lot #(s)

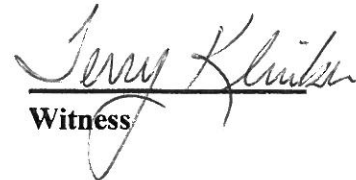
Tammie McVicker  
Property Owner(s)

325 Postwood Dr  
(Street & No.)

  
Signature

Signature

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

  
Witness

# FAYETTE COUNTY STREET LIGHTING PROGRAM SIGNATURE SHEET


16

Lot #(s)


Vincent & Mary CARAWAY  
Property Owner(s)

415 Postwood Dr  
(Street & No.)

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

  
Signature

Mary P. Caraway  
Signature

  
Witness

Lot #(s)

Property Owner(s)

(Street & No.)

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

Signature

Signature

Witness

# FAYETTE COUNTY STREET LIGHTING PROGRAM SIGNATURE SHEET

107  
Lot #(s)

James & Brenda DeValle  
Property Owner(s)

250 Postwood Dr.  
(Street & No.)

[Signature]  
Signature

[Signature]  
Signature

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

[Signature]  
Witness

\_\_\_\_\_  
Lot #(s)

\_\_\_\_\_  
Property Owner(s)

\_\_\_\_\_  
(Street & No.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Witness

# FAYETTE COUNTY STREET LIGHTING PROGRAM SIGNATURE SHEET

29  
\_\_\_\_\_  
Lot #(s)

Mark + Cynthia Taylor  
\_\_\_\_\_  
Property Owner(s)

285 Postwood Dr.  
\_\_\_\_\_  
(Street & No.)

Cynthia Taylor  
\_\_\_\_\_  
Signature

Mark Taylor  
\_\_\_\_\_  
Signature

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

Jerry Klinker  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Lot #(s)

\_\_\_\_\_  
Property Owner(s)

\_\_\_\_\_  
(Street & No.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Witness

# FAYETTE COUNTY STREET LIGHTING PROGRAM SIGNATURE SHEET

69  
Lot #(s)

Sam & Suzette Walston  
Property Owner(s)

200 Postwood Dr.  
(Street & No.)

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

Sam Walston  
Signature

Suzette Walston  
Signature

Serry Kluisen  
Witness

\_\_\_\_\_  
Lot #(s)

\_\_\_\_\_  
Property Owner(s)

\_\_\_\_\_  
(Street & No.)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

### FAYETTE COUNTY STREET LIGHTING PROGRAM SIGNATURE SHEET

LOT 14 WILDWOOD ESTATES PH II

Lot #(s)

JALINIUS & SABRINA SIMOKAITIS

Property Owner(s)

435 POSTWOOD DR

(Street & No.)

[Signature]  
Signature

[Signature]  
Signature

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

[Signature]  
Witness

LOT # 30

Lot #(s)

MIKE & SUSAN DEARMAN

Property Owner(s)

275 POSTWOOD DRIVE

(Street & No.)

[Signature]  
Signature

[Signature]  
Signature

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

[Signature]  
Witness



FAYETTE COUNTY STREET LIGHTING PROGRAM  
SIGNATURE SHEET

# 19

\_\_\_\_\_  
Lot #(s)

Joanne + Jeffrey Grant Baker  
Property Owner(s)

385 Postwood DR.  
(Street & No.)

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

Joanne Baker  
Signature

J. Grant Baker  
Signature

Kelley P  
Witness

\_\_\_\_\_  
Lot #(s)

\_\_\_\_\_  
Property Owner(s)

\_\_\_\_\_  
(Street & No.)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

FAYETTE COUNTY STREET LIGHTING PROGRAM  
SIGNATURE SHEET

35  
Lot #(s)

Robert + TERESA DRENNAN  
Property Owner(s)

225 Postwood Drive  
(Street & No.)

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

Robert Drennan  
Signature

Teresa Drennan  
Signature

Michael Drennan  
Witness

18  
Lot #(s)

MARI MONTGOMERY  
Property Owner(s)

395 Postwood Drive  
(Street & No.)

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

Mary R Montgomery  
Signature

\_\_\_\_\_  
Signature

Terry Klunker  
Witness

FAYETTE COUNTY STREET LIGHTING PROGRAM  
SIGNATURE SHEET

23

Lot #(s)

Thomas + SANDRA Nickell

Property Owner(s)

345 Postwood Drive

(Street & No.)

Yes No

(Check yes or no for each Address signature)

Thomas R. Nickell

Signature

Sandra Nickell

Signature

Marta Dudek

Witness

15

Lot #(s)

STEVE + Nylsa KING

Property Owner(s)

425 Postwood Dr

(Street & No.)

Yes No

(Check yes or no for each Address signature)

Steve King

Signature

Nylsa King

Signature

Terry Kluske

Witness

### FAYETTE COUNTY STREET LIGHTING PROGRAM SIGNATURE SHEET

34

Lot #(s)

James + Kathryn Baker

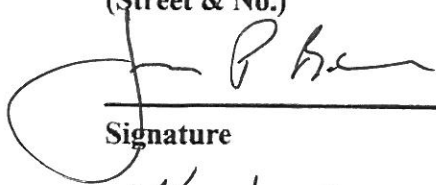
Property Owner(s)

235 Postwood Dr., Fiville

(Street & No.)

Yes No


(Check yes or no for each Address signature)



Signature

Kathryn Baker

Signature

  
Witness

25

Lot #(s)

Mike Walter

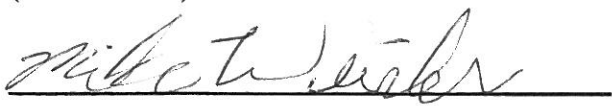
Property Owner(s)

325 Postwood Dr

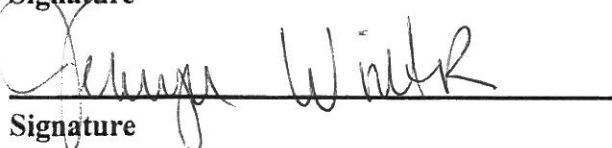
(Street & No.)

Yes No

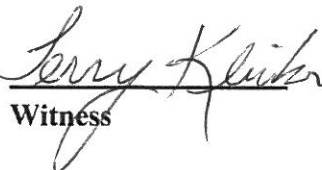
(Check yes or no for each Address signature)



Signature



Signature

  
Witness

FAYETTE COUNTY STREET LIGHTING PROGRAM  
SIGNATURE SHEET

58

Lot #(s)

William Scott Mitchell

Property Owner(s)

400 Postwood Drive

(Street & No.)

William P. Mitchell

Signature

Sonia Mitchell

Signature

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

Terry Klunker  
Witness

27

Lot #(s)

Scott Oden Kim Oden

Property Owner(s)

305 Postwood

(Street & No.)

Scott Oden

Signature

Signature

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

Terry Klunker  
Witness

FAYETTE COUNTY STREET LIGHTING PROGRAM  
SIGNATURE SHEET

7 64

Lot #(s)

280 Postwood

Property Owner(s)

John Anjez

(Street & No.)

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

  
Signature

Signature

  
Witness

32

Lot #(s)

KINGSLEY IYAMU

Property Owner(s)

255 Postwood Drive

(Street & No.)

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

  
Signature

Signature

wife deceased

Signature

  
Witness

FAYETTE COUNTY STREET LIGHTING PROGRAM  
SIGNATURE SHEET

21  
\_\_\_\_\_  
Lot #(s)

Andrew Ivory  
\_\_\_\_\_  
Property Owner(s)

365 Postwood Dr  
\_\_\_\_\_  
(Street & No.)

Andrew Ivory  
\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

[Signature]  
Witness

\_\_\_\_\_  
Lot #(s)

\_\_\_\_\_  
Property Owner(s)

\_\_\_\_\_  
(Street & No.)

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

# FAYETTE COUNTY STREET LIGHTING PROGRAM SIGNATURE SHEET

37

\_\_\_\_\_  
Lot #(s)

\_\_\_\_\_  
Andrea Walker

Property Owner(s)

\_\_\_\_\_  
205 Postwood Drive  
(Street & No.)

\_\_\_\_\_  
Andrea Walker

Signature

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Jerry Klunker  
Witness

\_\_\_\_\_  
Lot #(s)

\_\_\_\_\_  
Property Owner(s)

\_\_\_\_\_  
(Street & No.)

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness



# FAYETTE COUNTY STREET LIGHTING PROGRAM SIGNATURE SHEET

62

Lot #(s)

Nicole + Patrick Tyler

Property Owner(s)

350 POSTWOOD Dr.

(Street & No.)

Patrick Tyler

Signature

Signature

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

Sony Klunker  
Witness

62

Lot #(s)

Nicole + Patrick Tyler

Property Owner(s)

350 POSTWOOD Dr.

(Street & No.)

Nicole Tyler

Signature

Signature

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

Sony Klunker  
Witness

# FAYETTE COUNTY STREET LIGHTING PROGRAM SIGNATURE SHEET

17

Lot #(s)

Michael J Windon

Property Owner(s)


405 Postwood  
(Street & No.) ✓

Michael J Windon

Signature

Signature

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

  
Witness

22

Lot #(s)

Bill & Hazel Rael

Property Owner(s)

355 Postwood  
(Street & No.)

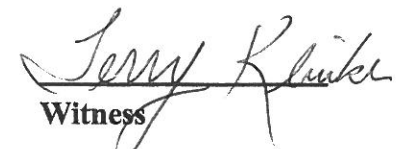
William Rael

Signature

Hazel Rael

Signature

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

  
Witness

# FAYETTE COUNTY STREET LIGHTING PROGRAM SIGNATURE SHEET

24

\_\_\_\_\_  
Lot #(s)

Tom + Ruth Barbee  
\_\_\_\_\_  
Property Owner(s)

335 Postwood Drive  
\_\_\_\_\_  
(Street & No.)

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

Tom Barbee  
\_\_\_\_\_  
Signature

Ruth Barbee  
\_\_\_\_\_  
Signature

Richard Smith  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Lot #(s)

\_\_\_\_\_  
Property Owner(s)

\_\_\_\_\_  
(Street & No.)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

# FAYETTE COUNTY STREET LIGHTING PROGRAM SIGNATURE SHEET

68

Lot #(s)

Mike & Traci Dunkel

Property Owner(s)

230 Postwood Dr

(Street & No.)

Traci Dunkel

Signature

[Signature]

Signature

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

Terry Klutke  
Witness

38

Lot #(s)

J. E. Johnson Jr.  
Property Owner(s)

195 Postwood Dr.

(Street & No.)

J. E. Johnson Jr.  
Signature

Carol Johnson  
Signature

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

Terry Klutke  
Witness

### FAYETTE COUNTY STREET LIGHTING PROGRAM SIGNATURE SHEET

36  
Lot #(s)  
Robert + Rachel Blackwell  
Property Owner(s)

215 Postwood Dr.  
(Street & No.)

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

Signature

Rachel Blackwell

Signature

Jerry Klutke  
Witness

36  
Lot #(s)  
ROBERT + RACHEL BLACKWELL  
Property Owner(s)

215 Postwood Dr.  
(Street & No.)

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

RB  
Signature

Signature

Jerry Klutke  
Witness

**FAYETTE COUNTY STREET LIGHTING PROGRAM  
SIGNATURE SHEET**

33  
Lot #(s)  
Taret Figueroa  
Property Owner(s)  
245 Postwood Dr  
(Street & No.)  
[Signature]  
Signature

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

\_\_\_\_\_  
Signature

[Signature]  
Witness

\_\_\_\_\_  
Lot #(s)  
\_\_\_\_\_  
Property Owner(s)  
\_\_\_\_\_  
(Street & No.)  
\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

# FAYETTE COUNTY STREET LIGHTING PROGRAM SIGNATURE SHEET

28

Lot #(s)

Ian Kaye + Melesia Kaye

Property Owner(s)

295 Postwood Drive

(Street & No.)

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

*ian*

Signature

*Melesia Kaye*

Signature

*Terry Klunker*  
Witness

Lot #(s)

Property Owner(s)

(Street & No.)

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

Signature

Signature

Witness





# Terry's Post



## FAYETTE COUNTY STREET LIGHTING PROGRAM SIGNATURE SHEET

Lot 59  
Lot #(s)

Elizabeth & Greg Taylor  
Property Owner(s)

380 Pastwood Drive  
(Street & No.)

[Signature]  
Signature

[Signature]  
Signature

Yes No

(Check yes or no for each Address signature)

[Signature]  
Witness

Lot 60  
Lot #(s)

~~370 Pastwood Drive~~ Tom & Jan CARTER  
Property Owner(s)

370 Pastwood Drive  
(Street & No.)

[Signature]  
Signature

Jan W. Carter  
Signature

Yes No

(Check yes or no for each Address signature)

[Signature]  
Witness





FAYETTE COUNTY STREET LIGHTING PROGRAM  
SIGNATURE SHEET

666  
Lot #(s)

Lina S. Johnson  
Property Owner(s)

260 Postwood Dr.  
(Street & No.)

Lina S. Johnson  
Signature

\_\_\_\_\_  
Signature

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

Allen White  
Witness

31  
Lot #(s)

265 Postwood Dr.  
Property Owner(s)

Ronald L. Cox  
(Street & No.)

Ronald L. Cox  
Signature

\_\_\_\_\_  
Signature

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

Terry Klumb  
Witness

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval to adopt Policy 448.17; Employee Referral Incentive Program as discussed at the April 5, 2019 Board of Commissioners' Retreat.

**Background/History/Details:**

Fayette County is constantly seeking exceptional employees to join our workforce. Current employees can be an effective recruitment tool as they know firsthand the benefits of working for the County. Full-time and part-time employees who recruit another full-time or part-time employee are eligible to receive the incentive. Once the candidate has applied for a position with the County, that applicant cannot be recommended or referred by another employee. A \$250 gift card will be awarded to the referring employee once the new employee has been hired and has completed thirty (30) days of employment with the County. The thirty (30) day requirement was added as part of the retreat discussion. The referring employee must be on active payroll when the gift card is awarded.

Certain positions are not a part of this program and certain employees can not receive the incentive as outlined in the attached Powerpoint and policy draft.

This proposed policy was discussed at the April 5, 2019 Board of Commissioners' Retreat.

**What action are you seeking from the Board of Commissioners?**

Approval to adopt Policy 448.17, Employee Referral Incentive Program.

**If this item requires funding, please describe:**

The FY2020 Budget will include funding of \$2,500 in the Human Resources' budget under Technical Services.

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:**

# EMPLOYEE REFERRAL INCENTIVE PROGRAM

## Policy 448.17

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BOARD OF COMMISSIONERS  
RETREAT

APRIL 5, 2019

# Policy Overview

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Fayette County is constantly seeking exceptional employees to join our workforce. Current employees can be an effective recruitment tool as they know firsthand the benefits of working for the County. Employees who refer a person who is hired by the County may be eligible to receive a \$250 Referral Award.

# Procedures / Requirements

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- Full-time and part-time employees who recruit another full-time or part-time employee are eligible to receive the incentive
- Employees must email Human Resources or forward, through their department, the recommended person's name prior to the person applying for an opening with the County.
- Human Resources will then require the referring employee to complete an Employee Referral Form.
- Once the candidate has applied for a position with the County, that applicant cannot be recommended or referred by another employee.

# What Positions Do Not Qualify?

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- A current part-time employee who becomes a full-time employee.
- A volunteer who becomes an employee.
- An individual who has a prior association with the County (contract, temp through an agency, prior employee, etc.) who becomes an employee.

# Who is Not Eligible?

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The following employees are not eligible for the incentive:

- County Administrator, Contract Employees, Division Directors, Department Heads and Assistant Department Heads
- Elected Officials
- Employees of Human Resources and any employees in a position that is considered to be a conflict of interest by the County Administrator and the Director of Human Resources
- Any employee who participates in the hiring/selection process (interviews, checks references, backgrounds, etc.)
- Any current employee who recruits an immediate family member regardless of the department the new employee is hired into.

# What's the Incentive?

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- If the program guidelines are satisfied, the referring employee will be eligible for a total of \$250 per referral.
- A \$250 gift card will be awarded to the referring employee once the new employee has been hired and has commenced employment with the County.
- The referring employee must be on active payroll when the gift card is awarded.



# EMPLOYEE REFERRAL INCENTIVE PROGRAM

Policy 448.17

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QUESTIONS

## FAYETTE COUNTY POLICIES AND PROCEDURES

### HR-GENERAL EMPLOYEE POLICIES Employee Referral Incentive Program 448.17

#### PURPOSE

This document defines the Employee Referral Incentive Program and the guidelines and rules under which it will operate.

#### POLICY

Fayette County is constantly seeking exceptional employees to join our workforce. Current employees can be an effective recruitment tool as they know firsthand the benefits of working for the County. Employees who refer a person, who is hired by the County, may be eligible to receive a \$250 Referral Award.

#### PROCEDURE

##### Requirements

Employees must email Human Resources or forward, through their department, the recommended person's name **prior to the person applying for an opening with the County**. Human Resources will then require the referring employee to complete an Employee Referral Form. Once the candidate has applied for a position with the County, that applicant cannot be recommended or referred by another employee.

##### Eligibility

Full-time and part-time employees who recruit another full-time or part-time employee are eligible to receive the incentive. The following employees are not eligible for the incentive:

- County Administrator, Contract Employees, Division Directors, Department Heads and Assistant Department Heads
- Elected Officials
- Employees of Human Resources and any employees in a position that is considered to be a conflict of interest by the County Administrator and the Director of Human Resources
- Any employee who participates in the hiring/selection process (interviews, checks references, backgrounds, etc.)
- Any current employee who recruits an immediate family member regardless of the department the new employee is hired into.

Note that the following do not qualify as recruitment under this program:

1. A current part-time employee who becomes a full-time employee.
2. A volunteer who becomes an employee.
3. An individual who has a prior association with the County (contract, temp through an agency, prior employee, etc.) who becomes an employee.

##### Amount of Referral Award and Distribution

If the program guidelines are satisfied, the referring employee will be eligible for a total of \$250 per referral. A \$250 gift card will be awarded to the referring employee once the new employee has been hired and has completed thirty (30) days of employment with the County. The referring employee must be on active payroll when the gift card is awarded.

Should the referring employee or the new employee leaves or is terminated from the County before the new employee successfully completes thirty (30) days of employment with the County, the referring employee will not be entitled to the Referral Award.

BOC Approval: \_\_\_\_\_

**FAYETTE COUNTY  
POLICIES AND PROCEDURES**

**HR-GENERAL EMPLOYEE POLICIES  
Employee Referral Incentive Program  
448.17**

**Employee Referral Form**

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

Recommended Candidate's Name: \_\_\_\_\_

Position Recommended For: \_\_\_\_\_

**Note that if the recommended candidate is a relative of yours that you are not eligible for the Referral Award.**

Is the candidate you are recommending a relative of yours? Yes  No

Why are you recommending this candidate for employment with Fayette County?

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Thank you for this referral. If this candidate is hired by the County and successfully completes thirty (30) days of employment, you will then become eligible to receive the \$250 Referral Award. You must be on active payroll when the Referral Award is presented.

BOC Approval: \_\_\_\_\_

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval of an agreement between Judicial Correction Services, LLC and Fayette County to establish service for a private probation system for the supervision of probationers as ordered by Fayette County State Court and to collect restitution, fines, and fees as ordered by State Court Chief Judge Jason B. Thompson.

**Background/History/Details:**

The Official Code of Georgia authorizes the chief judge of any court to request the county governing authority to enter an agreement for probation services. Judge Jason Thompson of the State Court of Fayette County has requested such a relationship be entered with Judicial Correction Services, LLC. The terms of the attached document have been reviewed by County Legal staff and found to be properly drafted in accordance with Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia.

The agreement will authorize Judicial Correction Services, LLC to provide probation services for persons convicted in the State Court of Fayette County including counseling, collection of all monies which are due by operation of law or are to be paid as a consequence of conviction and other probation services.

**What action are you seeking from the Board of Commissioners?**

Approval of an agreement between Judicial Correction Services, LLC and Fayette County to establish service for a private probation system for the supervision of probationers as ordered by Fayette County State Court and to collect restitution, fines, and fees as ordered by State Court Chief Judge Jason B. Thompson.

**If this item requires funding, please describe:**

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:**

Judicial Correction Services, LLC  
Probation Services Agreement

Fayette County, Georgia

This Agreement is made by and between Judicial Correction Services, LLC organized under the laws of the State of Georgia, with its principal business at 195 Bradford Square, Fayetteville, Georgia, 30215 hereinafter called "Contractor" and Fayette County, Georgia hereinafter called "County", upon the request and consent of the Chief Judge of State Court of Fayette County, Georgia herein after called "Court". This agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of O.C.G.A. § 42-8-101.

Witnesseth:

Whereas, the County has been duly authorized to establish service for a private probation system for the supervision of probationers as ordered by the Fayette County State Court, and to collect restitution, fines, and fees as ordered by the Chief Judge of Fayette County State Court, Jason B. Thompson; and

Whereas, the County wishes to enter into an agreement with the Contractor to provide probation services upon the terms and conditions set forth herein with approval from the Court.

Now therefore, and in consideration of the mutual covenants contained herein, and other good and valuable considerations, the receipt, adequacy, and sufficiency of which is acknowledged by the parties hereto, the County enters into the agreement with the Contractor to provide probation services for the jurisdiction of Fayette County upon the terms, covenants, and agreements as set forth herein.

#### Scope of Services and Responsibilities of Contractor

In consideration of the obligations of the County and the Court, Contractor shall provide the following services.

##### A. Responsibilities of Probation Services Contractor

- a. Compliance with Statutes and Rules. Contractor shall comply with Article 6 of Title 42 Chapter 8 of the Official Code of Georgia and all standards, rules, and regulations promulgated by the Department of Community Supervision and the Misdemeanor Oversight Unit.
- b. Records and Confidentiality. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records, and papers relative to supervision of probationers under this Agreement. These records, files, and papers shall be available only to the Judge of the Court handling the case, the Department of Audits and Accounts, the Department of



- Supervision and upon transfer of supervision to the State, to the Georgia Department of Corrections or the Department of Community Supervision.
- c. Financial Records. Contractor shall maintain financial records according to generally accepted accounting practices.
  - d. Officer Qualifications and Training. Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the caseload of a probation officer. In accordance with O.C.G.A. 42-8-107, any such person shall be at least 21 years of age at the time of appointment to the position of private probation officer or probation officer and shall have completed a standard four-year college course or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements. Every private probation officer shall receive an initial 40 hours of training and orientation upon employment and shall receive 20 hours of continuing education per annum as approved by the Department of Community Supervision Board of Directors, hereinafter referred as the Board, provided that the 40 hour initial orientation shall not be required of any person who has successfully completed a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least six months as of July 1, 1996, or any person employed as a probation officer by a county, municipal, or consolidated government as of March 1, 2006. In no event shall any person convicted of a felony be employed as a probation officer or private probation officer.
  - e. Intake, Administrative, and Intern Qualifications and Training. Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer assistance to a private probation officer or the Contractor. Any such person shall be at least 18 years of age at the time of appointment to the position of intake officer, administrative staff, or intern and shall have completed a standard high school diploma or its equivalent.
  - f. Criminal History Check. Contractor shall have a criminal history records check made of all staff and give written consent to the Department of Community Supervision to conduct periodic criminal history checks.
  - g. Officer per Probationer Ratio and Standards of Supervision. Contractor shall manage caseload limits so as not to exceed 250 probationers per probation officer for basic supervision and 200 probationers per probation officer for intensive supervision. There are no caseload size limitations regarding pay-only cases. Probation Officers shall make a supervision assessment of each offender and determine the reporting schedule, type of contact(s), and frequency of contact(s) pursuant to the direction of the Court. There are no minimally required contacts for pay-only cases.
  - h. Location Place of Business. Contractor shall maintain an office in Fayette County, Georgia for meeting with and the provision of services to probationers.

- B. Reports. Contractor shall provide a quarterly report to the State Court Judge, the County, and the Board. This report shall contain the number of probationers under supervision; the amount of restitution, fines, and statutory surcharges collected; the amount and nature of all fees collected ( including but not limited to fees collected for supervision, rehabilitation and program classes, electronic monitoring, drug or alcohol detection devices, and drug testing); the number of community service hours performed by probationers under supervision; a listing of all other services for which a probationer was required to pay to attend; the number of probationers for whom supervision or rehabilitation has been terminated; the reason for any termination of supervision or rehabilitation; and the number of warrants issued during the quarter, in such detail as requested.
- C. Tender of Collections. Contractor shall tender to the Clerk of the Court of Fayette County, Georgia, hereinafter referred as the Clerk, a report of collections and all fines, fees, and costs collected during the month from probationers by the 9<sup>th</sup> day of the following month. Restitution shall be paid to the victim by the 10<sup>th</sup> day of the month following collection, unless the Court orders payment to the Clerk, and then it shall be paid as such other collections are paid to the Clerk. In the event the Contractor cannot locate the victim, payment shall be made to the Clerk. Contractor shall credit payments of funds in the following order of priority: 1) restitution, 2) fines, 3) courts costs and statutory surcharges, 4) probation fees, class and rehabilitation fees, drug and alcohol testing fees, and all other probation services rendered to the probationer. Contractor shall not retain or profit from any restitution, fines, court costs, or statutory surcharges collected from probationers except the probation fees authorized by this Agreement as set forth in the Schedule of Fees attached hereto as "Exhibit A".
- D. Access to Contractor Records.
- a. All records shall be open to inspection upon the request of the County, Court, the Department of Audits and Accounts, an auditor appointed by the County Commission, the Department of Corrections, the Department of Community Supervision, the State Board of Pardons and Paroles, or the Board's Fiscal Auditor. Contractor may be requested by the County or the Court to audit its records and books pertaining to the services rendered to the Court. A written copy of this audit shall be provided to the Court and the County within 3 months of the close of the audit.
- E. Conflicts of Interest per O.C.G.A. 42-8-109
- a. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall engage in any other employment, business, or activity which interferes or conflicts with the duties and responsibilities under contracts authorized in this article.
  - b. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall own, operate, have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services.



- c. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program which a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs. Any person violating this paragraph shall be guilty of a misdemeanor.
- F. Scope of Services to Probationers by Contractor. Contractor shall provide the following services:
- a. Court Attendance and Probationer Case History. During all court sessions, Contractor shall make available an intake officer or probation officer to interview each probationer to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court's ordered conditions of probation. At orientation, the intake or probation officer shall provide a list of all service fees to the probationer.
  - b. Supervision. Contractor shall monitor and supervise probationers to ensure compliance with the Court's order of probation. Contractor shall make a supervision assessment of the offender and determine the probationer's reporting schedule.
  - c. Restitution, Fine, Statutory Surcharges, and Fee Collection. Contractor shall collect restitution, fines, statutory surcharges, probation supervision fees, class and rehabilitation fees, drug and alcohol testing fees as ordered by the Court. Contractor shall provide an itemized bill for each of the above listed collections, prepared in accordance with accepted accounting practices, each month.
    - i. Indigent Probationers. Offenders determined by the Court to be indigent in accordance with O.C.G.A. § 42-8-102 shall be supervised at no cost to the probationer, the Court, or the County.
    - ii. Contractual Split of Payments. Each payment received from the probationer, if paid in accordance with the monthly schedule set forth by the probation officer on the initial first appointment, shall be applied according to the restitution, fines, statutory surcharges, court costs, class and rehabilitation fees, and drug and alcohol testing fees as ordered by the Court.
    - iii. Pay Only Probation. Offenders who are placed on probation sentences as outlined in O. C.G.A. 42-8-103 shall pay only three (3) months of probation fees regardless of the number of concurrent or consecutive cases. Fees and cases shall be terminated when paid in full unless the Court so modifies the sentence.
    - iv. Consecutive cases. Consecutive misdemeanor sentences shall be supervised in accordance with O.C.G.A. 42-8-103.1.
      - 1. In the event a probationer makes a payment that is less than the amount specified by the probation officer during the initial appointment with that probationer, the amount collected will be distributed proportionately between the Court and the Contractor. The Court will receive 70% of that collected fee for restitution, fines, statutory surcharges. The Contractor will receive 30% of



- that collected fee for probation supervision, class and rehabilitation fees, drug and alcohol screens. This split shall not apply to fees due for intensive drug and alcohol testing (described in subsection F(c)(iv)(2) hereof), pay-only cases (described in subsection F(c)(iii) hereof), and class and rehabilitation fees (described in subsection F(c)(iv)(3) hereof).
2. Payment for Intensive Drug and Alcohol Testing. If a probationer is ordered by the Court to undergo intensive drug and alcohol testing, the probationer will be required to pay for the drug and alcohol testing as set in the schedule of fees, attached hereto as Exhibit A, at the time the tests are rendered. This payment shall be a one payment not subject to the contractual split of payments set out in F(c)(iv)(1) above. The Contractor shall make every effort to keep the probationer in compliance with normal monthly payments towards restitution, fine, and statutory surcharges.
  3. Payment for Class and Rehabilitative Fees. If a probationer is ordered by the Court to attend class and rehabilitative courses he/she is required to pay for the cost of the courses, as set by the schedule of fees (Exhibit A attached hereto), at the time that he/she attends the course. This payment shall be a onetime payment not subject to the contractual split of payments set out in F(c)(iv)(1) above. The Contractor shall make every effort to keep the probationer in compliance with normal monthly payments towards restitution, fine, and statutory surcharges.
  4. In no instance or under any circumstances will any court monies be moved or transferred from the Court's account to supervision fees without express permission and a corresponding order from the Court.
  5. In no instance will any probation fees or drug and alcohol testing fees be collected by the Contractor performance of the of the supervision services or drug and alcohol testing.
- d. Community Service. Contractor shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. The court may convert fines, statutory surcharges, and probation supervision fees to community service on the same basis as it allows a defendant to pay a fine through community service as set forth in subsection (d) of O.C.G.A. 17-10-1. Contractor will maintain records of service participation.
- i. Rate of Conversion. The current rate of community service conversion for fines, statutory surcharges, and probation supervision fees is \$10.00 per hour. The Court may amend this provision with an order from the Court. The minimum rate shall be Federal minimum wage or \$10.00 per hour, whichever is higher after this Agreement is signed.
  - ii. Location of Community Service. For probationers assigned to community service for court ordered hours, for conversion of fines, for statutory surcharges, and/or supervision fees, the probation officer will instruct the probationer to complete said hours in Fayette County, Georgia. If a

probationer is unable to comply, then the probation officer will require twenty (20) hours of community service to be done in Fayette County, Georgia and then may transfer the remaining hours to a community service organization local to the probationer, if approved by the probation supervising officer. In the event a probationer cannot travel to Fayette County, Georgia for community service obligations, then the probation supervising officer may request the Court allow a full transfer of community service obligations. The Court, in its discretion, may assent or refuse such requests.

- e. Employment Assistance. Contractor shall prepare referrals and lend reasonable assistance to probationers to the extent ordered by the Court or to the extent available for probationers desiring employment assistance or counseling.
- f. Drug and Alcohol Testing. Contractor shall not use drug and alcohol screening devices. Contractor shall use drug and alcohol tests. Contractor shall conduct drug and alcohol testing as determined necessary by the Court. The probationer shall be responsible for the costs of all drug and alcohol testing.
  - i. Intensive Drug and Alcohol Testing. For intensive testing as set by the Court, the probationer shall pay for drug and alcohol testing weekly as set by the schedule of fees.
- g. Substance Abuse and Mental Health Evaluations and Rehabilitative Services. Contractor shall coordinate with local authorities and facilities for the evaluation and assessment of probationers for drug and alcohol rehabilitation services, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance.
- h. Electronic Monitoring. Contractor, when so ordered by the Court, shall provide to the probationer a list of third party electronic monitoring or house arrest providers for the monitoring of said probationers.
- i. Reports of Violations of Probation and Revocation Procedures. Contractor shall recommend revocation of probation whenever the probationers have failed substantially to comply with the terms and conditions of probation. The Court shall provide Contractor with direction of what constitutes a substantial failure to comply with probation terms and conditions. Contractor shall prepare probation violation warrants, orders, and revocation hearings for submission to the Court. Contractor shall have probation officers available to testify at probation revocation hearings, sentencing hearings, and other such hearings as deemed reasonable and necessary by the Court. Minor violations of probation, although not cause for revocation, shall be included in regular reports made to the Court if requested under this Agreement. The Court shall provide Contractor direction as to what curative measures should be taken in the case of minor violations.
  - i. The supervising probation officer will instruct the probationer how to comply with the Court's ruling in reference to sentencing or revocation of probation.
- j. Pre-sentence Investigations. When directed by the Court, Contractor shall conduct pre-sentence investigations for the Court as requested. A written report shall be prepared and delivered to the Court. A pre-sentence investigation shall include: 1) a report on the circumstances of the offense, 2) a social and family background



examination, 3) a criminal history check through the Georgia Crime Information Center and the National Crime Information Center, and 4) a report of current circumstances and conditions of the defendant. The cost for pre-sentence investigations will be \$100 per report to be paid by the Court to the Contractor.

- k. The Contractor may recommend as set forth in O.C.G.A. 42-8-103.1. (a) & (b) to the Court early termination or non-reporting probation. A probationer will not be assessed probation supervision fees if such a request is granted by the Court.
- l. The Contractor will set aside one dollar (\$1) per case per month supervised of its supervision fees into an Indigent Mental Health Fund. These set-aside funds may be used for indigent probationers requiring mental health and/or substance abuse evaluation and/or treatment as determined by the Court and through a provider agreed on by the Court and the Contractor. The set aside funds shall be capped at forty thousand dollars. Should the account fall below said cap the set aside shall commence until such cap is attained. Funds will accrue monthly and any unused funds in any given month will carry forward for the annual fiscal year.
  - i. The monies set aside from the fees collected from probationers will be deposited no later than the 9<sup>th</sup> day of every month. These fees shall be deposited into a separate bank account owned by the Contractor.
  - ii. At the Court's discretion, the Court will submit written check requests, in a format mutually acceptable to both parties and signed by the Court, to the Contractor for processing and payment. Both the Court and the Contractor agree that no verbal or unsigned written requests will be processed.
  - iii. The Contractor will reconcile the account and update the Court on the balance as necessary. The Contractor cannot withdraw any funds from this account other than those approved in writing by the Court. Bank fees assessed to the account, including check printing, will be borne by the fund.
- m. When the Court sentences a probationer to the "Jail Tour" as a special condition of probation, the Contractor will collect a \$65 onetime fee from the probationer. This money will be a set-aside fund that the Contractor will manage. These set-aside funds may be only used for purchasing supplies, providing updates to the curriculum, and paying any Fayette County employee who supervises the class known as "Jail Tour" at a rate to be determined by the Fayette County Jail. Funds will accrue monthly and any unused funds in any given month will carry forward for the annual fiscal year.

The monies set aside from the fees collected from probationers will be deposited no later than the 9<sup>th</sup> day of every month. "Jail Tour" fees shall be deposited into a separate bank account owned by the Contractor.

At the Court's and/or Fayette County Jail's discretion, the Court or Fayette County Jail will submit written check requests, in a format mutually acceptable to both parties and signed by the Court or Jail to the Contractor for processing and payment. Both the Court and the Contractor agree that no verbal or unsigned written requests will be processed.

The Contractor will reconcile the account and update the Court on the balance as necessary. The Contractor cannot withdraw any funds from this account other than those approved in writing by the Court. Bank fees assessed to the account, including check printing, will be borne by the fund.

- G. In accordance with O.C.G.A. §15-18-80, the solicitor is authorized to create and administer a Pretrial Intervention and Diversion Program for offenses within the jurisdiction of the Court. The purpose of such program is to provide an alternative to prosecuting offenders in the criminal justice system. Upon the request of the office of the solicitor and with the advice and express written consent of the solicitor, which is now given, the County designates JCS as the sole private entity to be used for the purpose of monitoring program participants' compliance with a Pretrial Intervention and Diversion Program. Fees for monitoring services are payable not by the County, but by sentenced offenders. Entry into the Pretrial Intervention and Diversion Program shall be at the discretion of the solicitor.

#### Obligations of the Court or Governing Authority

In consideration for the services of Judicial Correction Services, the Contractor, the Fayette County State Court of Georgia, the Court, shall provide the following:

- H. For regular probation supervision according to the order of the Court, probationer shall pay a fee of \$35 per month.
- I. For intensive probation supervision according to the order of the Court, probationer shall pay a fee of \$50 per month.
- J. Contractor shall collect such probation fee for each month or portion of a month a probationer is under probation supervision. During the term of the Agreement and the Contractor's satisfactory performance, the Court shall refer all probationers to serve time on probation to the Contractor for purposes of probation supervision services.
- K. Probation Fee. The Court shall make payment of the probation fee as listed in this agreement a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court determines the probationer to be indigent. The Court shall not be liable for payment of any supervision fee or any program fee of a probationer.
- L. Pre-Sentencing Investigations. When ordered by the Court, Contractor shall provide a pre-sentence investigation report and Court shall pay to the Contractor \$100 for each report.
- M. Access to Criminal Histories. The Court shall assist the Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for Contractor to conduct pre-sentence investigations as may be requested.
- N. Notice of Court Sessions. The Court shall provide the Contractor notice of the current yearly schedule of court sessions by December 21<sup>st</sup> of the previous year. The Court shall



provide the Contractor a general court calendar or notice of changes in the schedule of court sessions by 5 PM of the previous day.

- O. Court Facilities. The Court and the Clerk shall provide to the Contractor an area, as available, for the purpose of conducting initial interviews and orientation with the probationer on the day of sentencing.
- P. Period of Service. The services to be performed under this Contract shall commence on January 1, 2018. The initial term of this Contract shall be through December 31, 2018. This Contract shall terminate absolutely and without further obligation on the part of the County on December 31 of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract. This Contract may be automatically renewed on an annual basis for four (4) additional twelve-month terms, for a total lifetime Contract term of five (5) years, upon the same terms and conditions as provided for in this Contract, unless previously terminated. This Contract will terminate on December 31, 2022. The County shall have the option to renew the contract for five (5) additional one-year intervals provided that the service is satisfactory, both parties are willing to renew, and the renewal is approved with the written consent of the County. Either party may terminate this Agreement upon thirty (30) days written notice. The Court or the County may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of voluntary or involuntary case in bankruptcy. Within sixty (60) working days of termination, Contractor shall peacefully surrender to the Court all records and documents generated by the Contractor in connection with this Agreement and the services thereunder and any equipment or supplies assigned to the Contractor by the Court. Contractor shall turn over to the Clerk any monies collected or received, less supervision fees, validly incurred and duly owing to the Contractor through the termination date. Any restitution, fines, statutory surcharges, or court costs received by the Contractors from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk, other than fees earned by the Contractor. The Court shall provide the Contractor receipt for all property surrendered under this provision.

#### Indemnity, Insurance, and Bonding Obligations of Contractor

- Q. Insurance and Bond. Upon registration application to operate a private probation entity, the Contractor must include written evidence of general liability insurance coverage of at least one million (\$1,000,000). This insurance must be maintained at all times while providing services.
- R. Bonding. The Contractor shall include written evidence of bonding coverage of at least twenty-five thousand (\$25,000).
- S. Indemnification. Neither the Court nor the County shall be liable to the Contractor nor to anyone who may claim a right resulting from any relationship with Contractor, for any acts of the Contractor, its employees, agents, or participants in the performance of services conducted on the property of the County. Contractor shall indemnify and hold harmless the Court and County from any claims, demands, actions, proceedings, expenses, damages, liabilities, or losses (including but not limited to attorney's fees and court costs) and any causes of action arising from any acts or omissions arising out of or

in connection with the services performed by the Contractor or its employees and agents under the terms of this Agreement.

#### Representations and Warranties of Contractor

- T. **Deficiency in Service by Contractor.** In the event that the Court and County determine that there are deficiencies in the services provided by the Contractor hereunder, the Court and the County may terminate this Agreement in accordance with item P or notify the Contractor in writing as to the exact nature of such deficiency. Within sixty (60) days of receipt of such notice, the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the company fails to cure or take reasonable steps to cure the deficiencies to the Court and County satisfaction, then either may declare the Contractor in default and may terminate this Agreement.
- U. **Time is of the Essence of this Agreement.**
- V. **Compliance with the Law.** The Contractor shall comply with all federal, state, and local laws statutes, regulations, and ordinances arising out of or in connection with the performance of its services pursuant to this Agreement.
- W. **Independent Contractor.** Contractor is an independent contractor and is not an agent, joint venture, or other affiliate of the Court or County in any way. Contractor shall use its own employees and agents to perform this Agreement. It is agreed that the Contractor is solely responsible for all payment of federal, state, and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation thereof. The Contractor agrees to indemnify and hold harmless the Court and the Court from and against any and all federal, state, or local tax liability or penalties that may arise from the payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or the County.
- X. **Entire Agreement.** This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by all parties to include the Court, the County, and the Contractor.
- Y. **Binding Agreement.** This Contract shall be binding on any successor to the undersigned official of the County or Court. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any City, State, or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.
- Z. **Subcontractors.** Aside from the drug and alcohol testing and electronic monitoring mentioned above, the Contractor may not delegate, assign, or subcontract any obligation, of the Contractors performance under the Agreement and may not assign any right under this Agreement without the Court's approval. The Court has discretion in this regard and this discretion shall be absolute. Any notices made in accordance with this Agreement



except as otherwise set out in item N, shall be in writing and shall be made in person, by registered mail, or certified mail, return receipt requested, to the Contractors.

In witness whereof, the parties hereto have executed this agreement on the 13<sup>th</sup> day of December, 20 18.

JUDICIAL CORRECTION SERVICES, LLC.

By: [Signature]  
Director

STATE COURT  
FAYETTE COUNTY, GEORGIA

By: [Signature]  
Jason B. Thompson, Judge

By: [Signature]  
Jamie K. Inagawa, Solicitor

(SEAL)



BOARD OF COMMISSIONERS OF  
FAYETTE COUNTY, GEORGIA

By: [Signature]  
Eric K. Maxwell, Chairman

ATTEST:

[Signature]  
Tameca P. White, County Clerk

Approved as to form:

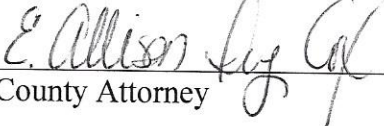
  
County Attorney

Exhibit A  
Schedule of Fees

List of fees and the amount to be collected:

1. Probation Supervision Fee: \$35 per month
2. Intensive Probation Supervision Fee: \$50 per month
3. Start Up Fee: \$15 per case
4. Victim Impact Panel Class Fee: \$15
5. Me & My Driving Class: \$65
6. Restorative Justice: \$65
7. Anger Management: \$25 per book and \$200 total for the class
8. Moral Recognition Training: \$25 per book and \$200 total for the class
9. Family Violence Intervention Program: \$25 per book, \$25 per assessment, \$20 fee paid to Promise Place and \$20 fee paid to Georgia Commission on Family Violence, \$25 per class
10. 6 panel drug test: \$25 per test
11. ETG alcohol test: \$20 per test
12. Comprehensive test: \$75 per test
13. Test Retest: \$75 per retest
14. Confirmatory test by independent laboratory: \$40 per test
15. On Site Alcohol Test: \$10.00 per test
16. On Site Laboratory Test and Confirmation: \$50.00 per test
17. Pre-trial diversion supervision: \$45 per month
18. Jail Tour: \$65 per tour



**BOARD OF COUNTY COMMISSIONERS**

Randy Ognio, Chairman  
 Charles W. Oddo, Vice Chairman  
 Edward Gibbons  
 Eric K. Maxwell  
 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**

April 23, 2019

2:00 p.m.

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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 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month at 6:30 p.m.

**Call to Order**

Chairman Randy Ognio called the April 23, 2019 Board of Commissioners meeting to order at 2:03 p.m. A quorum of the Board was present.

**Invocation and Pledge of Allegiance by Chairman Randy Ognio**

Chairman Randy Ognio offered the Invocation and led the Board and audience in the Pledge of Allegiance.

**Acceptance of Agenda**

Vice-Chairman Charles Oddo moved to accept the agenda as written. Commissioner Gibbons seconded. The motion passed 5-0.

**PROCLAMATION/RECOGNITION:****PUBLIC HEARING:**

Community Development Director Pete Frisina read the Introduction to Public Hearings for the Rezoning of Property.

- 1. Consideration of Petition No. 1282-19, Jean S. King, Alfred L. King, Jr, Charles W. King, Jerry F. King, Owners, and Randy Boyd, Agent, request to rezone 19.5 acres from A-R to R-50; property located in Land Lot 60 of the 5th District, and fronts on Old Senoia Road.**

Mr. Frisina stated that the hearing was for Petition No. 1282-19, Jean S. King, Alfred L. King, Jr, Charles W. King, Jerry F. King, Owners, and Randy Boyd, Agent, request to rezone 19.5 acres from A-R to R-50; property located in Land Lot 60 of the 5th District, and fronts on Old Senoia Road. Pete Frisina Community Development Director stated that this petition was approved by both staff and the Planning Commission.

Randy Boyd the applicant's agent/representative stated that the property was approximately 19.5 acres and was currently zoned AR. He stated that the request was to rezone the property to AR-50 which is a minimum one acre lot, with a house size of 2100 sq. ft. He stated that the property was a heavily wooded area and that the waterline ran alongside the east side of Old Senoia Road so water connection would be available. Mr. Boyd stated that Old Senoia Road was classified as a collector street and as a result would require an additional 10 ft. of right-of-way. Mr. Boyd stated that the request was approved by the Planning Commission.

John Hewett real estate agent for the King Family stated that the family had owned the property for over 50 years, with intentions to develop the land. He continued stating that Mr. King had passed away and Mrs. King was elderly and needed long term care. Mr. Hewett stated that the King Family felt that the builder/developer would build homes compatible to the area and develop it nicely.

No one spoke in opposition.

Randy Boyd stated that the petition did conform to the County's comprehensive land use plan with one acre lots.

Vice-Chairman Oddo moved to approve Petition No. 1282-19, Jean S. King, Alfred L. King, Jr, Charles W. King, Jerry F. King, Owners, and Randy Boyd, Agent, request to rezone 19.5 acres from A-R to R-50; property located in Land Lot 60 of the 5th District, and fronts on Old Senoia Road. Commissioner Gibbons seconded. The motion passed 5-0.

### **CONSENT AGENDA:**

Vice-Chairman Oddo moved to accept the Consent Agenda as written. Commissioner Gibbons seconded. The motion passed 5-0.

2. **Approval of the recommended 2019 Budget Amendments related to Jail Surcharge for \$40,000, Workers' Compensation for \$230,000 and Dental Funds for \$40,000.**
3. **Approval of staff's request to sign an Agreement for Use of Fuel Site between Fayette County Board of Commissioners and the Fayette County School District.**
4. **Approval to accept a donation by FOX TV of a park bench and plaque for Kenwood Park to Honor U.S. Army Veteran Reuben Bussey and Family.**
5. **Approval of Resolution 2019-06 to adopt the Fayette County 2018 Annual Report on Fire Services Impact Fees (FY2018), including Comprehensive Plan amendments for updates to the Capital Improvements Element and Short-Term Work Program (FY2019-FY2023).**
6. **Approval of Ordinance 2019-03 to add a new definition to Section 102-19, "Definitions", Division 1 of Article II of Chapter 102, to provide a definition for the term "agent" and "authorized agent".**
7. **Approval of the April 5, 2019 Board of Commissioners Retreat Minutes.**
8. **Approval of the April 11, 2019 Board of Commissioners Meeting Minutes.**

### **OLD BUSINESS:**

### **NEW BUSINESS:**

9. **Consideration of the Planning Commission Selection Committee's recommendation to the reappoint Al Gilbert to the Planning Commission for a term beginning January 1, 2019 and expiring December 31, 2021.**

Vice-Chairman Oddo moved to approve Planning Commission Selection Committee's recommendation to the reappoint Al Gilbert to the Planning Commission for a term beginning January 1, 2019 and expiring December 31, 2021. Chairman Ognio seconded. The motion passed 5-0.

10. **Consideration of the Planning Commission Selection Committee's recommendation to the appoint Arnold Martin to the Planning Commission for a term to beginning January 1, 2019 and expiring December 31, 2021.**

Commissioner Gibbons moved to approve the Planning Commission Selection Committee's recommendation to the appoint Arnold Martin to the Planning Commission for a term to beginning January 1, 2019 and expiring December 31, 2021. Vice-Chairman Oddo seconded. The motion passed 5-0

**11. Consideration of staff's recommendation to approve an Intergovernmental Agreement (IGA) between Fayette County and the Fayette County Board of Education for the construction of the 2017 Transportation SPLOST project 17TAB Kenwood Road School Zone.**

Public Works Director Phil Mallon stated that in 2017, the citizens of Fayette County voted to enact a Special Purpose Local Option Sales Tax (SPLOST) to preserve and improve infrastructure throughout the unincorporated area of Fayette County. The Kenwood Road School Zone was listed as a SPLOST transportation infrastructure preservation and improvement project. Mr. Mallon stated that this proposed project would improve the safety and operation of Kenwood Road providing turn lanes and extending the car-rider loop. These changes would reduce the risk of rear-end collisions and reduce delays to thru traffic on Kenwood Road. Mr. Mallon added that the proposed project layout and terms of the intergovernmental agreement (IGA) have been reviewed by the Board of Education and they are supportive of the partnership. He continued stating that the total estimated cost was \$424,108.59; with the County's estimated share being \$246,144.17 and the school district's estimated share being \$177,964.42. Mr. Mallon stated that the project was priced so that it could be outsourced; however, the intent was to have majority of the work performed in-house via the County's Road Department potentially this summer. Mr. Mallon acknowledged both Courtney Hassenzahl Environmental Management project manager and engineering lead Joe Robinson for their hard work in this project.

Commissioner Maxwell stated that it looked as if the initial 2017 SPLOST estimate for this project was generous and we budgeted \$600,000, but the County's estimated cost will only be \$246,144.17.

Mr. Mallon stated that assessment was correct. He stated that from a cash flow standpoint the County would put out more but would be reimbursed by Fayette County Board of Education. Mr. Mallon stated that once the project was completed it would hopefully be under budget and those remaining funds could be reallocated.

Commissioner Maxwell reiterated that as a result of being under budget, those remaining funds would be reallocated to help fund other SPLOST projects.

Mr. Mallon stated that some of those saving can be attributed to the Fayette County Board of Education and that this project was an example of collaborative efforts between the County and the Board of Education.

Chairman Ognio expressed his appreciation for the Fayette County Public Works department for their efforts in developing this project and a job well done.

Commissioner Gibbons moved to approve an Intergovernmental Agreement (IGA) between Fayette County and the Fayette County Board of Education for the construction of the 2017 Transportation SPLOST project 17TAB Kenwood Road School Zone. Vice-Chairman Oddo seconded. The motion passed 5-0.

**PUBLIC COMMENT:**

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

**Douglas Brantley, Fayetteville**, stated that he came to update the Board that he was still having issues with storm water runoff, drainage and flooding at his home and his neighbors' home, which the County needed to help with correcting permanently.

**ADMINISTRATOR'S REPORTS:**

Mr. Rapson stated that there will not be a meeting on Thursday, April 25<sup>th</sup>. The Board along with some department heads will be attending training at the ACCG Annual Conference in Savannah, Georgia, which was why Board meeting was scheduled for Tuesday, April 23<sup>rd</sup>.

#### **ATTORNEY'S REPORTS:**

**Notice of Executive Session:** Assistant County Attorney Patrick Stough stated that there was the review of the Executive Session minutes for April 5, 2019 and Executive Session minutes for April 11, 2019.

#### **COMMISSIONERS' REPORTS:**

##### **Commissioner Rousseau**

Commissioner Rousseau expressed his appreciation and extended accolades that he received from residents to the Fayette County Public Works, specifically, the Roads department for their attention and responsiveness to concerns on Kite Lake Road.

Commissioner Rousseau also expressed his appreciation for coordination efforts between County staff with FOX Live and the Bussey Family. Commissioner Rousseau stated that the Bussey family utilized the Kenwood Park frequently and FOX wanted to donate a park bench with plaque at Kenwood Park as a constant and forever reminder of his dedication to our country. He added that he was happy the County was able to meet this request in recognition of his service.

##### **Chairman Ognio**

Chairman Ognio reminded citizens that if they have a birthday at the end of May, to get their vehicle tags early because the State would be upgrading the tag computer system on May 21-29.

Chairman Ognio stated that he had been approached by a citizen who was interested in hosting a Georgia Constitution Convention. Chairman Ognio continued stating it was something he had researched and could bring to the Board as an item for discussion in the future.

#### **EXECUTIVE SESSION:**

**Notice of Executive Session:** Assistant County Attorney Patrick Stough stated that there was the review of the Executive Session minutes for April 5, 2019 and Executive Session minutes for April 11, 2019.

**Review of the Executive Session minutes for April 5, 2019 and Executive Session minutes for April 11, 2019:** Vice-Chairman Oddo moved to go into Executive Session. Commissioner Gibbons seconded. The motion passed 5-0.

The Board recessed into Executive Session at 2:34 p.m. and returned to Official Session at 2:39 p.m.

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

**Approval of the April 5, 2019 Executive Session Minutes:** Chairman Ognio moved to approve the April 5, 2019 Executive Session Minutes. Vice Chairman Oddo seconded. The motion passed 5-0.

**Approval of the April 11, 2019 Executive Session Minutes:** Chairman Ognio moved to approve the April 11, 2019 Executive Session Minutes. Vice Chairman Oddo seconded. The motion passed 5-0.

#### **ADJOURNMENT:**

Vice-Chairman Oddo moved to adjourn the April 23, 2019 Board of Commissioners meeting. Commissioner Gibbons seconded the motion. The motion passed 5-0.

The April 23, 2019 Board of Commissioners meeting adjourned at 2:40 p.m.

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Marlena Edwards, Deputy County Clerk

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Randy C. Ognio, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 9<sup>th</sup> day of May 2019. Referenced attachments are available upon request at the County Clerk's Office.

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Marlena Edwards, Deputy County Clerk

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Consideration of a request from the City of Fayetteville to develop an intergovernmental agreement to build a connector street between the county library and city park.

**Background/History/Details:**

As part of the new downtown street network, the City of Fayetteville requests permission to build a new connection between the library property and the adjacent city park which is currently under design. The proposed connection will provide for pedestrian safety and connectivity for citizens utilizing both City and County amenities, as well as traffic calming measures to keep vehicular speeds low. The attached rendering depicts a conceptual design of the road and how it will interact with the park property and connect to other streets. Also included is the larger downtown street network plan, aimed to distribute vehicular flow across multiple points and reduce current congestion points.

**What action are you seeking from the Board of Commissioners?**

Approval to develop an intergovernmental agreement that will authorize the project.

**If this item requires funding, please describe:**

The City of Fayetteville will provide full funding for the design, construction and maintenance, and only requests the resources of the County staff to assist with the development process.

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:**


**Public Works Department**

115 McDonough Road  
 Fayetteville, GA 30214  
 Phone: 770-461-3142  
[www.fayettecountyga.gov](http://www.fayettecountyga.gov)

**Memorandum**

**To:** Steve Rapson, County Administrator

**From:** Phil Mallon, Public Works

**Date:** May 3, 2019

**Re:** City of Fayetteville plans for new City Hall, Heritage Park Way and the Fayette County Public Library – Notes from field meeting

On May 2, 2019, Phil Mallon met with Brian Wismer (City of Fayetteville Downtown Development Director), Chris Snell (Director, Fayette County Public Library) and other staff from the Library. The purpose of the meeting was to review the City’s preliminary plans for a future road network and assess the possible impacts to the Library. Listed below are my take-aways from the meeting and recommendations for a possible Intergovernmental Agreement (IGA) between the City and County:

1. The Agreement with Fayetteville should include provisions that the **City Hall entrance** off SR 54 / Stonewall Avenue W. be installed and open for public use prior to opening the extended Heritage Park Way.
2. The City should provide connecting **sidewalks** along all new roads and appropriate crosswalks with speed tables.
3. The City’s plan should include future construction of **sidewalk** along existing Heritage Park Way, from the Library to SR 85 (this is approximately 610 ft).
4. If a roundabout is used for the intersection control, it should include crosswalks and **refuge islands** at all approaches. The roundabout should be designed for low vehicle speed.
5. The City should agree to **landscape** the roundabout island.
6. The new road network should be posted and enforced for “**no thru trucks.**”
7. The City should clarify the plans for allowing, or prohibiting, golf cart use around the new City Hall area and specifically on or along the road system near the library.
8. Once an official concept is provided by the City, staff from the County’s Library and Engineering Department should look at options to improve **circulation** within the Library’s parking lot. This may include use of one-way travel lanes, angled parking, changes to curb cuts, etc.

9. The Agreement should include allowances for Library **parking lot connections** to the proposed east-west road connecting SR 85 and Grady Avenue. This road is not part of the City's City Hall project and would likely be provided by a Developer at some point in the future.
10. The Agreement should include a provision requiring a road **connection to Grady Avenue** by a pre-established milestone, for example when the private property along Grady is developed. The intent is to document the City's commitment for a connecting road network that includes access to Grady, SR 54 and SR 85. It may be a public, private, or partnership project. Fayetteville has concerns with this recommendation due to cost and possible environmental impacts.
11. After the meeting, Library staff suggested using a road extension(s) from the new City Hall area to **SR 85 and/or Beaugard Road** instead of the Heritage Park Way extension. Eliminating the Heritage Parkway extension is counter to the goal of a downtown network with multiple route options and could result in parking lot cut-thru traffic if a second curb cut to the library were provided. Currently, the future connection to SR 85 and/or Beaugard Road is envisioned as developer led improvement.
12. The City and County should work together to minimize asphalt and maximize greenspace. A key provision of future planning should be measures that provide opportunities for **Library growth** and campus expansion.
13. The City and County should have a common goal of **discouraging cut-thru traffic** across the Library's parking lot.
14. A **fence** or other type of physical barrier should be considered along the proposed expanded Heritage Park Way. This is a **safety**-driven suggestion given the proximity of the proposed road and existing parking lot.
15. The Agreement should include a drawing showing City right-of-way needs.
16. The City should provide Fayette County a new **survey** of the Library parcel showing new property boundaries and as-build conditions.
17. All costs for the road work should be **paid by City**. This excludes County-initiated changes to the Library parking lot not necessitated by the City project.
18. The Agreement should address conditions for potential **shared parking** (use of City lots as Library overflow and vice-versa), as well as encourage shared use of resources and land for **City/Library events**.





Future single-family









# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Consideration of staff's recommendation to use Bituminous Surface Treatment (Chip Seal) in-place of traditional hot-mix asphalt on Hardy Road and Morgan Road.

**Background/History/Details:**

Chip seal is a pavement surface treatment that combines liquid asphalt with fine aggregate onto an existing pavement then rolled into a smooth pavement surface. This is an alternative to hot-mix asphalt paving are typically used on rural roads that carry lower traffic volumes.

Bituminous Surface Treatment was completed recently on Huckaby and Robinson Roads in June of 2018.

Hardy Road 1.6 miles from McIntosh Road to Mask Road (beyond Mask Road, Hardy turns into a dirt road leading into Spalding County).

Morgan Road 0.7 miles from Inman Road to end of pavement (becomes dirt road that leads into Clayton County).

**What action are you seeking from the Board of Commissioners?**

Approval of staff's recommendations to use Bituminous Surface Treatment (Chip Seal) in-place of traditional hot-mix asphalt on Hardy Road and Morgan Road.

**If this item requires funding, please describe:**

The Fiscal Year 2019 Road Department budget has \$123,040 for Bituminous Surface Treatment in Technical Services.

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:**

Finance - budget availability of \$123,040 is confirmed.

qualifications and coverage was working before moving too far down this road. If not, staff would be back before the Board with another recommendation.

Commissioner Brown stated that the idea of the county having its own tower, if done 30 years ago, Fayette County would be one of the richest counties in Georgia by now. He stated that years ago he thought it made sense. He stated that the county missed that boat in terms of making money off tower leases. He stated that to go with Motorola "you know what you're getting" because Motorola was a value name in the business. He stated that it was hard to overlook almost \$11,000,000 in difference. He stated that the top-level law enforcement and fire professionals have put themselves on the line to select E.F. Johnson and he hoped that E.F. Johnson would not let them down. He stated that on face-value there would be some questions about why there was such a huge discrepancy, but according to the consultants and the engineers, E.F. Johnson met all the criteria, answered all the questions and satisfied the evaluation committee and he hoped they would make the county very proud.

Chairman Maxwell stated that generally the county went with the low bidder. He stated that had not always been the case. He continued that staff would usually point out why the recommendation was with someone that was "a little bit higher" bid. He stated that he literally meant, "a little bit higher", but this was not one that came close. He stated that was probably why the orals were not scheduled. He stated that he assumed that these were the best effort proposals. He stated that it was his understanding that the bids were made in good faith. He stated that \$11,000,000 difference was a large number to overcome.

Vice Chairman Ognio stated that he agreed. He stated that the difference was so large. He stated that he understood the bid process and all the evaluations that had to take place to get to this one proposal, he wanted to thank everyone that was on the evaluation committee. He stated that he had used Motorola and he did not have a problem with them, but he had used others as well and did not have problems with them. He stated that he believed the county was getting something that would work just as well and he looked forward to getting it going.

Commissioner Brown moved to approve 911 Advisory Board's ratification of the approval to negotiate Contract #1428-P, Public Safety Radio System with E.F. Johnson Company, not-to-exceed \$14,983,180.42. Vice Chairman Ognio seconded. The motion passed 3-0. Commissioner Rousseau and Commissioner Oddo was absent.

### **13. Presentation by the Road Department on the current processes being used to extend road life and pavement preservation to include the next steps for Huckaby and Robinson Roads.**

Road Department Director Steve Hoffman made a presentation. The presentation showed the current pavement practice of moving projects from "worst to first" to pavement preservation when a road was in fair condition compared to allowing the road to become very poor. He stated that the goal was to catch the road before getting to poor condition. He stated that one of the first technics that was used was Asphalt Rejuvenators. He stated that it was used to protect the asphalt. He stated that this process was not Georgia Department of Transportation (GDOT) approved and was currently under review for approval.

Commissioner Brown asked if it was not GDOT approved could state funds be used. Mr. Hoffman stated no.

The next process was Crack Seal or Fill. This method was used to seal the cracks already in the roadway, but that are not ready to be resurfaced. This process would buy more life on the road. He stated that it may be required to be completely removed before resurfacing. He stated that this was one of the least expensive "options in the tool box". This method was approved by GDOT. He stated that he usually contracted this work out.

The Mineral Bond-HA5 was a high density mineral bond. He stated that the Board started funding this material about four years ago and it had ramped up every year. He stated that it was successful. He stated that this one was another product that was not approved by GDOT, but it was close to final approval. He stated that it took good weather to apply this product.

The Double Surface Treatment-Chip Seal was another method that brought life into the existing roadway surface. He stated that it was put on the road by an asphalt binder with a mineral aggregate. He stated that this was a GDOT approved product. He stated that it could go over crack seal.

The Patching method was done in-house and was used for small potholes to the entire lane of a road.

Asphalt Milling was used to remove existing asphalt for patching or to re-establish the existing gutter. He stated that there was a new in-house policy that crews did not pave above the curb line. He stated that it would be milled by the annual contractor and over-laid by in-house crews.

Commissioner Brown asked what was done with the mill material. Mr. Hoffman stated that it would depend logistically where the crew was located. He stated that if they were near the asphalt plant, then they would take it back. If they are close to a county stock pile site, then they kept it to be used later. The last option was to put it out at McDonough Road for citizens to pick up.

Mr. Hoffman stated that the other technic was resurfacing. He stated that the most expensive technic was the Full Depth Reclamation (FDR). He stated that this was used to reconstruct failing roads. He stated that it mixed the existing asphalt or stone on the road with cement to form a new road base. He stated that it was done by an engineer coming up with a mix design for the base and then the county crew paved the top. This process was also approved by GDOT.

Commissioner Brown asked if someone from the county checked when a contractor put in the initial road for a subdivision. Mr. Hoffman stated yes in some instances, but not in every case. He stated that he did not have a full-time inspector.

Mr. Hoffman gave an update on Huckaby and Robinson Roads. He stated that there was a double surface treatment placed in early June. He stated that Huckaby Road was 1.6 miles and Robinson Road was half-a-mile. He stated that it was a GDOT approved product. He continued that the total cost was \$114,125 or \$54,345 per mile. He stated that county crew did patching on Huckaby Road prior to the chip seal. He stated that the options for Huckaby and Robinson was to leave the double surface treatment or to resurface over the double surface treatment at a cost of \$230,155.80 to include asphalt, trucking, equipment, labor and striping. He stated that it was staff's recommendation to leave the road "as-is".

Commissioner Brown stated that he drove Huckaby Road and the surface seemed very rough. He stated that there were a lot of people who cycle and if that was a major cycle route, he would probably not use that treatment on the road. He expressed the concerns he heard from cyclist. He asked if there was anything that could be placed on top of the surface to make it smoother. Mr. Hoffman stated no.

Commissioner Brown asked what was the criteria for using this material. Mr. Hoffman stated that they looked for the spot on the curve before getting to the "worst" area. He stated it was no different from the other materials he mentioned, except it brought life into the roadway at less cost. He stated that he would not use this material in any subdivisions and they were currently following GDOT criteria. He stated that it was a criterion of a traffic count not-to-exceed 800 vehicles per day. He stated that Huckaby was around 350 vehicles per day according to GDOT's count. He stated that this material would not be used on any major roads in the county. He stated that it would not hold up to the heavy traffic of a major road.

Commissioner Brown stated that if this material was applied on the road and enough people drove on it, and the surface texture did not change over time, there was a lot of people who were used to a certain quality of driving and Fayette County was one of those counties. He stated that he could see more complaints.

Mr. Hoffman stated that GDOT even said it was not a popular process. He stated that it was a tool in the tool box that extended the life of the roads and extended the money being spent in the road department.

Commissioner Brown stated that as part of the budget discussion, there should be discussions on whether to decide to go with the chip material or something else. He stated that there was a certain level of service expectation that the citizens had in Fayette County.

Public Works Director Phil Mallon stated that he spoke with three cyclist who stated that it was not the same riding surface of a paved road, but they were all supportive of the material. He stated that he asked them if they would stop riding on Huckaby on their route and they stated no.

Mike Godby stated that there was some patch work done on that road before the chip seal and that may have introduced a lot of problems on the road with the unevenness. He stated that Mr. Hoffman stated that it would not be put on a subdivision, but he did not feel he had to put up with a chip seal road just because he did not live in a subdivision. He continued that he stopped about 40 bicyclists and each one hated the road. He stated that he did not want to see that type of road in Fayette County. He stated that he did not want to see this all over the county. He asked who approved the process.

Mr. Rapson stated that this was the first chip seal that the county had put in place. He stated that he put a stop on doing any more chip seal until staff determined how the road would work. He stated that staff would evaluate the road in six months.

Mr. Godby stated that he had gravel in his yard from when the chip seal was put on the road. He stated that he appreciated staff coming to speak to him the next day about this issue.

Lavonna Gibbs stated that there was gravel in her yard. She stated that it was no way to clean it up. He stated that there may be a few people who like the road, but she can promise that driving back and forth on the road was a rough ride.

Mrs. Woods stated that she had been cycling for twelve years and it was her career. She stated that she had over 10,000 miles on a bike. She stated that she had ridden on many road surfaces, but none like Huckaby Road. She stated that she was advising others not to ride on that road. She stated that the road was dangerous to ride on.

Nate Woods stated that he came to represent many of the cyclist in Peachtree City. He stated that he was the president of Tri-Peachtree City. He stated that his concern was over the surface of the road and the safety of the cyclist. He stated that because of the rough road, cyclists are going to change their route to more active roadways. He stated that his major concern was forcing cyclist onto heavy traffic roads.

Jack McCormick stated that one of his concerns was that it did not seem to be setting up. He stated that there are places on the road where the aggregate was gone and nothing was left except the asphalt subsurface. He stated that the gravel clean-up was blown into his yard. He stated that he understood the aspect of lower cost and he appreciated the effort to keep cost down. He stated that the county seemed to be able, in so many areas of the county, to do major expensive projects and seem to be saving money in places where there are few people that can complain about it.

Vice Chairman Ognio stated that he understood the concerns and he visited Huckaby and Robinson Road multiple times since the chip seal had been put on the road. He stated that there had been some change on Huckaby Road over the time.

He stated that the roughness had smoothed out, but not so much on Robinson Road because it did not get as much traffic. He stated that he also took the time to visit some of the roads in Coweta and they were done over a year ago. He stated that he literally could not tell the difference between the ones that had chip seal and the ones that did not. He stated that he did not agree that the county should look at the type of house on a road to determine what to do to the roads. He stated that public works looked at the amount of traffic. He stated that staff did a section large enough to get feedback. If a smaller section of road had been done, it would have been seen as a patchwork and the Board would not have gotten feedback from citizens. He stated that if the county was to use the chip seal again the contract would be adjusted to address the gravel left in the yards. He hoped citizens would give this some time to see how the road would smooth out. He stated that the public works department was doing what was asked of them and that was to look for options. He stated that he could not blame them for doing as asked.

The discussion continued. There were several comments made from the audience that were inaudible.

There was no vote made on this item.

**14. Consideration of staff's request to award bid # 1502-B, Site Development for Fire Station Relocation-Station #4, to Tomco Construction, Inc. in the amount of \$765,000.**

Commissioner Brown asked if there was discussion with GDOT to ensure that plans would not interfere with this project.

Fire Chief David Scarbrough stated yes. He stated that all the items related to McDonough Road would not adversely affect the construction of the fire station. He stated that it was out of GDOT right-of-way.

Commissioner Brown moved to award bid # 1502-B, Site Development for Fire Station Relocation-Station #4, to Tomco Construction, Inc. in the amount of \$765,000. Vice Chairman Ognio seconded.

Vice Chairman Ognio asked if there was a lot of field going on this site.

Mr. Rapson stated that it was \$198,000 worth of field going onto this site. He stated that Fire Station #2 was in the works and Fire Station #4, when the construction was back, it would require an addendum for a change order to shore up the project.

Chief Scarbrough stated that the soil test had been completed as part of the Civil Engineering Firm.

Commissioner Brown moved to award bid # 1502-B, Site Development for Fire Station Relocation-Station #4, to Tomco Construction, Inc. in the amount of \$765,000. Vice Chairman Ognio seconded. The motion passed 3-0. Commissioner Rousseau and Commissioner Oddo was absent.

**15. Consideration of the County Attorney's recommendation to approve the disposition of tax refunds, as requested by Brian and Penny Curry for tax years 2015, 2016 and 2017 in the aggregate amount of \$361.76.**

County Attorney Dennis Davenport brief the Board regarding this item. He stated that this was from real property that the Currys owned that was taxed at 6-acres although the deed had a legal description showing that it was 5-acres from 1999 forward. The recommendation was to approve the request from 2015, 2016 and 2017. He stated that dates prior to that would be time barred. The total amount was \$361.76.

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Consideration of staff's recommendation to reallocate \$414,490.00 from 6509D - Antebellum Way and \$86,531.00 from 17SAB - Heritage Park Way to Dogwood Trail (17SAH) and to award Bid #1657-B: 2017 SPLOST; Stormwater Category II; Dogwood Trail Culvert Replacement to the lowest responsive, responsible bidder, AM Construction, LLC in the amount of \$963,000.00.

**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. Dogwood Trail Culvert Replacement is listed as a SPLOST Category II project.

This project replaces double 120-inch diameter corrugated metal pipes beneath Dogwood Trail with 80 linear ft. of a 48-ft x 14-ft bottomless concrete arch culvert along with the relocation of an 8-inch water main.

Staff is recommending to award Bid #1657-B: 2017 SPLOST; Stormwater Category II; Dogwood Trail Culvert Replacement for FY2019 to the lowest responsive, responsible bidder, AM Construction, LLC., in the amount of \$963,000.00. Reallocation of additional funding is needed for bid award and construction inspection and testing services.

**What action are you seeking from the Board of Commissioners?**

Approval of staff's recommendation to amend the 2017 SPLOST Stormwater fund (32240320) reallocating \$414,490.00 from 6509D - Antebellum Way and \$86,531.00 from 17SAB - Heritage Park Way to Dogwood Trail (17SAH) and to award Bid #1657-B: 2017 SPLOST; Stormwater Category II; Dogwood Trail Culvert Replacement to the lowest responsive, responsible bidder, AM Construction, LLC in the amount of \$963,000.00.

**If this item requires funding, please describe:**

Available funding in 2017 SPLOST; Stormwater Category II; Dogwood Trail is \$531,492.74. Additional funding of \$414,490.00 would be transferred from 6509D- Antebellum Way and \$86,531.00 would be transferred from 17SAB- Heritage Park 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](http://www.fayettecountyga.gov)

To: Steve Rapson  
 From: Ted L. Burgess  
 Date: May 9, 2019  
 Subject: Invitation to Bid #1657-B: Dogwood Trail Culvert Replacement

The 2017 Special Purpose Local Option Sales Tax (SPLOST) list of Category II, Tier I (in need of immediate attention) projects includes upgrade to a culvert at 315 Dogwood Trail (Attachment 1).

The Purchasing Department issued Invitation to Bid #1657-B for a general contractor for the project. Emails were sent to 27 contractors who are registered on the county's bidders' list or have bid previously. Another 356 were contacted through the web-based Georgia Procurement Registry, using commodity code 91339 (Construction, Pipe Culvert). Notification was provided via the Greater Georgia Black Chamber of Commerce and the Georgia Local Government Access Marketplace ([www.glga.org](http://www.glga.org)).

Seven companies submitted bids (Attachment 2). The contract is to be awarded to the "lowest responsive, responsible bidder." The term *responsible* has been defined as an entity that has the capability in all respects to perform the contract requirements fully and reliably. The Environmental Management Department (EMD) finds A1 Contracting, LLC did not meet these requirements for the Dogwood Trail culvert replacement for the following reasons:

1. *Prequalification*: In the Invitation to Bid, Supplemental General Conditions, Item #5 says, "the contractor shall be a Prequalified Prime Contractor, per the Georgia Department of Transportation (GDOT)." A1 Contracting is GDOT prequalified for retaining walls; storm drain pipe; arch culvert; and vine, shrub, and tree planting (Attachment 3). However, they are not prequalified for the category relevant to this project, Work Class 500: Concrete Structures (Bridges & Culverts).
2. *Recommendations*: A1 Contracting provided four references. None of the referenced projects were of the size and complexity of the Dogwood Trail culvert replacement. Two of the references expressed concerns about a project such as this.

Based on these findings, EMD recommends award of the contract to the lowest responsive, responsible bidder, AM Construction, LLC, in the amount of \$963,000.00. Project budget #17SAH for Dogwood Trail has a current balance of \$531,492.74. To fully fund the project, Environmental Management recommends transfers of funds as follows:

- \$414,490.00 from SPLOST Project 6509D, Antebellum Way. The county is receiving federal funds to reimburse expenditures for this culvert project.
- \$86,531.00 from SPLOST Project 17SAB, Heritage Park Way. It has been determined that this is a City of Fayetteville project, so the funds are available for other stormwater projects.

The county has not previously contracted with AM Construction, so a Contractor Performance Evaluation is not available.

Specifics of the proposed contract are as follows:

<b>Contract Name</b>	1657-B: Dogwood Trail Culvert Replacement	
<b>Contractor</b>	AM Construction, LLC	
<b>Contract Amount</b>	\$963,000.00	
<b>Budget:</b>		
Fund	322	2017 SPLOST
Organization Code	32240320	Stormwater SPLOST
Object Code	541210	Other Improvements
Project Code	17SAH	315 Dogwood Trail
<b>Available Budget:</b>		
Current Balance	\$531,492.74	As of 4/29/2019, per Finance Dept.
<b>Requested Transfers:</b>		
Project 6509D	414,490.00	From Antebellum Way culvert
Project 17SAB	<u>86,531.00</u>	From Heritage Park Way culvert
Net Available	\$1,032,513.74	Upon Approval of transfers

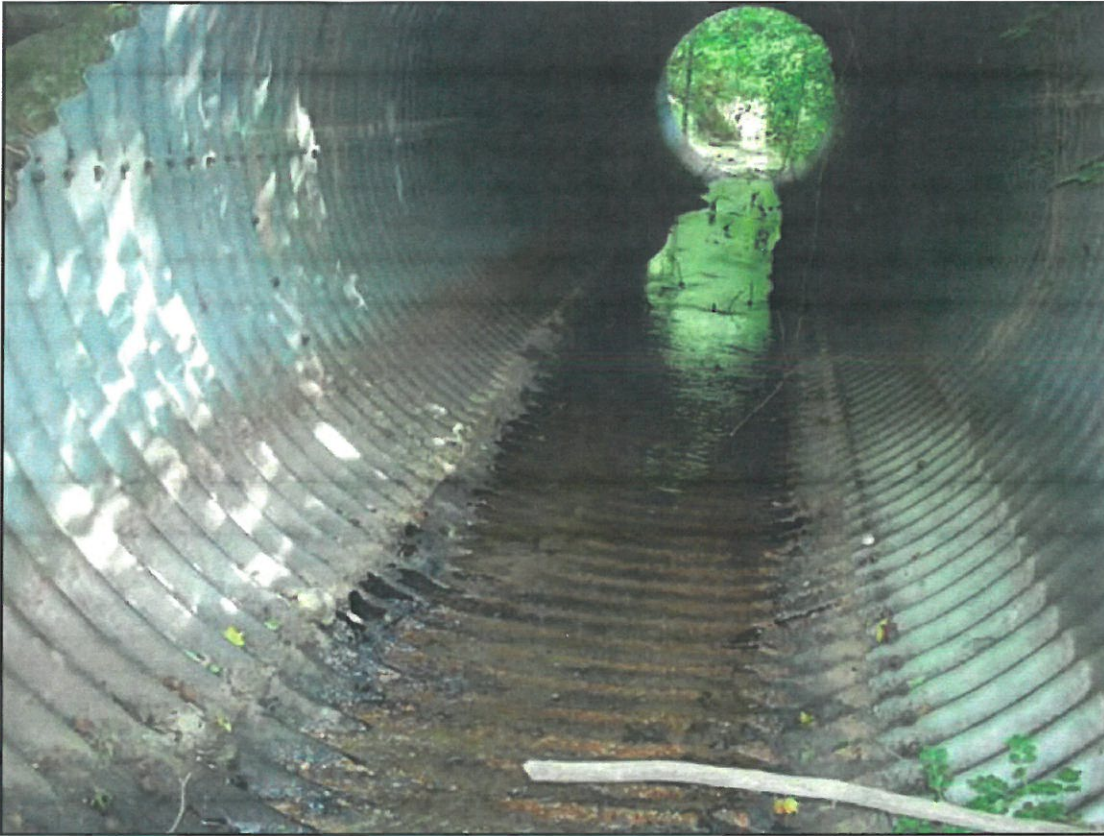


Photo 3:



Photo 4:

Dogwood Trail

Photo Date:

5/21/2013

Taken By:

David King

Page:

2

## ATTACHMENT 2

**Invitation to Bid #1657-B**  
**Dogwood Trail Culvert Replacement**

<b>COMPANY</b>	<b>LUMP SUM BASE BID</b>
GEORGIA BRIDGE & CONCRETE, LLC	\$1,728,000.00
HITSON CONSTRUCTION INC.	\$1,437,457.26
PIEDMONT PAVING, INC.	\$1,364,334.87
MCLEROY INC.	\$1,195,750.00
NORTH GEORGIA CONCRETE, INC.	\$1,109,266.00
AM CONSTRUCTION LLC	\$963,000.00
A1 CONTRACTING LLC	Disqualified



## ATTACHMENT 3

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**Directory of Prequalified Contractors and Registered Subcontractors**


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Processed On: Apr-25-2019 04:04

0000000015881 A1 CONTRACTING, LLC

JASON MOODY

**Prequalified**

Email: JASON.A1CONTRACTING@GMAIL.COM

Prequalification Expiration Date: Oct-31-2020

Work Class: 500a - RETAINING WALLS

Work Class: 550 - STRM DR PIPE, PIPE-ARCH CLVT, SD DR PIPE

Work Class: 702 - VINE, SHRUB, AND TREE PLANTING

---

**Directory of Prequalified Contractors and Registered Subcontractors**


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Processed On: Apr-26-2019 10:04

2AM010 A.M. CONSTRUCTION, LLC DBA AMCON INDUSTRIAL

JOHN A. PHILLIPS

**Prequalified**

Shipping Address: 473 HWY. 29 SOUTH NEWNAN, GA 30263

Mailing Address: 473 HWY. 29 SOUTH NEWNAN, GA 30263

Phone Number: (770)251-4710

Fax Number: (770)251-4549

Email: DIANA@AMCONINDUSTRIAL.COM

Prequalification Expiration Date: Aug-31-2020

Work Class: 441 - MISCELLANEOUS CONCRETE

Work Class: 452 - FULL DEPTH SLAB REPLACEMENT

Work Class: 500 - CONCRETE STRUCTURES

Work Class: 500a - RETAINING WALLS

Work Class: 550 - STRM DR PIPE, PIPE-ARCH CLVT, SD DR PIPE

Work Class: 624 - SOUND BARRIERS

Work Class: 626 - MECH STABILIZED EMB RETAINING WALLS

**To:** Steve Rapson, Fayette County Administrator

**From:** Courtney Hassenzahl, Fayette County SPLOST Project Manager

**Date:** May 9, 2019

**Subject:** SPLOST PROJECT 17SAH – Dogwood Trail Culvert Replacement  
Bid Award ITB #1657-B

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Over the last few years the Dogwood Road culvert has continued to deteriorate. Earlier this year, the road department leveled the road over the culvert to ensure the safety of the traveling public. On April 17, 2019, Fayette County received seven (7) bid proposals for the Dogwood Trail culvert replacement project. The bid request is for utility relocation, demolition and removal of the failing double 120-in corrugated metal pipes (CMP's), installation of 80-linear feet of a 48-ft x 14-ft bottomless concrete arch culvert, and reconstruction of the asphalt roadway. After completion, this will be the largest stormwater drainage crossing to date in the unincorporated county (excluding bridge crossings). Due to the size of the project, the design took additional time to ensure the grading, guardrail, and site distant issue were addressed. There has also been a delay in right-of-way/easement acquisition for the project.

Staff is recommending this project be awarded to the lowest responsive, responsible bidder AM Construction, LLC, based on review of both A1 Contracting, LLC and AM Construction, LLC qualification statements submitted with their bid proposals. Specifically, A1 Contracting, LLC did not meet the qualification requirements demonstrating they or their subcontractors had performed work similar in scope and size of the Dogwood Trail project and for not demonstrating (through references) they had performed work according to contract requirements.

Section 00 21 13 of the Invitation to Bid (ITB) states that the contractor "shall provide proof of at least five (5) years of experience with similar stormwater construction work". A1 Contracting submitted four projects and references with their bid from Duluth, Alpharetta, Union City, and Holly Springs. The scope of their referenced projects were sidewalk installation, minor roadwork, and the installation of minor drainage structures (24-inch or less). Although A1 Contracting is a GDOT pre-qualified contractor, they are pre-qualified in Work Classes 550a (retaining walls), 550 (storm drain pipe, pipe-arch culverts, and side drain pipes), and 702 (vine, shrub, and tree planting). Per GDOT Specifications and Standard 1030D, Work Class 550 includes pipe sizes only up to 120-inch in diameter.

Two of the references for A1 Contracting stated there was an on-going lack of communication, noncompliance to contract specifications, slow payment requests, non-adherence to the project schedule,

and issues with onsite supervision. One reference stated they “have seen no evidence that suggests A1 Contracting is competent for a project of this magnitude (reference to Dogwood Trail)”. A1 Contracting, LLC is currently de-barred from Union City and is no longer on the city’s open vendor list. Due to the negative responses stated above and as stated in the attached letter from Union City, staff reviewed qualifications and contacted the references AM Construction listed in their proposal. Specifically, AM Construction and their listed subcontractors have successfully completed projects in Peachtree City and Clayton County and are GDOT pre-qualified in Work Class 500 (concrete structures).

The funds required to award the Dogwood Trail project will be re-allocated from two other 2017 SPLOST projects. The County is receiving federal funds to reimburse expenditures for the Antebellum Way project and the Heritage Park Way project has been determined to be a City of Fayetteville project.

The 2017 SPLOST projects listed on the provided table represent all 2017 SPLOST projects in which funds have been re-allocated. The projects in which funds have been re-allocated are still scheduled to be designed and constructed. As stated in previous meetings, the scope and extent of these projects will be modified to limit the construction to stay within the county owned right-of-way and permanent easements.

2017 SPLOST Project  
Re-allocation Explanations

Re-allocate from	Re-allocate to	Amount Transferred	Approved Budget	Transfers Out	Transfers In	Revised Budget	Expenditures	Remaining Balance	Constructability Notes
Davis Road (19SBO)	Graves Rd (17SAA)	\$105,649.00	\$871,871.00	\$455,649.00	\$0.00	\$416,222.00	\$0.00	<b>\$416,222.00</b>	Reduction in scope of project to stay within County right-of-way/permanent easements
Davis Road (19SBO)	Oak St (5509H)	\$50,000.00							
Davis Road (19SBO)	Old Senoia (6509H)	\$300,000.00							
Brandon Mill Circle South (17SAD)	Morning Dove (17SAJ)	\$160,000.00	\$437,648.00	\$160,000.00	\$0.00	\$277,648.00	\$0.00	<b>\$277,648.00</b>	Reduction in scope of project to stay
Old Senoia (6509H)	Rising Star (6509C)	\$67,000.00	\$668,572.00	\$67,000.00	\$300,000.00	\$900,858.00	\$191,607.00	<b>\$709,251.00</b>	Project under construction
Heritage Park Way (17SAB)	Dogwood Trail (17SAH)	\$86,531.00	\$98,397.00	\$86,531.00	\$0.00	\$11,866.00	\$0.00	<b>\$11,866.00</b>	Determined to be City of Fayetteville project
Antebellum (6509D)	Dogwood Trail (17SAH)	\$414,490.00	\$481,581.00	\$414,490.00	\$522,882.00	\$590,240.25	\$582,240.17	<b>\$8,000.08</b>	Project substantially completed and receiving reimbursement through a Federal grant



April 22, 2019

Ms. Hassenzahl:

I am responding to your email from April 18, 2019 in reference to A1 Contracting, LLC.

The scope of work involved two locations, Lester Rd and Roosevelt Hwy. Lester Rd consisted mostly of pedestrian improvements such as new crosswalks, sidewalk extension to the Christian City Senior Center, rapid flashing beacons and raised median at one crosswalk and drainage improvements. The Roosevelt / Beverly Engram intersection involved both Union City and City of Fairburn. All four corners received new welcome signs in brick plazas. The work included new landscape, new mast arm signals, pedestrian fixtures, recessed synthetic-asphalt crosswalks, and some curbing. A1 performed the work with its in-house forces and subcontractors for concrete work, paving, signal installation, and sign construction. They mostly did the rough grading, pipe and related structures.

We did have several issues with this contractor turning in a schedule and adhering to their milestone dates. There were concerns with scheduling their subcontractors in a timely manner to be out on the job when the told us they would, and on most days, there was no one on the job. During this time, both the City of Fairburn and Union city received negative publicity from the Citizens and the Mayors.

We feel better project management and communication on the contractor's end should've been taken to use every available dry day to keep the project within completion in a timelier period. Unfortunately, at this time, A1 has been debarred from Union City and is no longer on our open vendor list.

Should you have any further questions, please let me know.

Respectfully,



Lonnie Ferguson  
Director of Public Services

## A1 Contracting, LLC Reference Check

		Reference #1 - Engineer	Reference #1 - Owner
		Pond (City of Duluth)	City of Duluth
1	What was the scope of the project?	Earthwork, proposed trail, landscape, lighting, signage, traffic calming measures, stormwater pipes	Minor road work including cross walks, speed tables, narrow medians. Trail clearing, grading and construction (concrete), landscaping, and lighting.
	Amount of earthwork:	510 CY	Small project – included a line item for grading complete. A few truck loads of fill had to be brought in.
	Size of Pipes/Culverts:	24-in RCP with beehive grate retrofitted into existing	24" RCP (44'), 4" HPE (40'), and a couple inlets. Plus erosion control.
2	Did you have any issues regarding scheduling?	No	24" RCP (44'), 4" HPE (40'), and a couple inlets. Plus erosion control.
3	Did the contractor communicate well?	Yes	Site super was very communicative, but he recently left the company. Company owner is hard to get a hold of, but once I can get to him, he's good about answering questions.
4	Did they adhere to the contract specifications?	Yes	Yes
5	Were there any change order requests associated with this project?	Yes	Yes
	Were they justified?	Yes, at owner's request	Yes, they were requested by the City, not the contractor.
6	Fayette County's project consists of the installation of a 48-ft x 14-ft concrete bottomless arch culvert, would you feel they are competent to construct a project of this size?	Can't fully answer this questions. They are competent with scope of the referenced project.	This (Willbrooke Trail and Pocket Park) is our first experience working with A1. I'm afraid we are not far enough along in our relationship with them for me to answer that question. I just don't know their work well enough yet to make that determination.
7	Additional comments.	None	They've not given me a reason to doubt their abilities. IF they complete this project on time and do good work, I would hire them again.

A1 Contracting, LLC Reference Check

		<b>Reference #2</b>
		<b>City of Alpharetta</b>
1	What was the scope of the project?	A1 is performing a sidewalk project for the City of Alpharetta
	Amount of earthwork:	A1 has recently started the project and the majority of the earthwork involved will be excavating for RCP pipe (depths of 2'-8') and removing top soil and excavating existing driveways.
	Size of Pipes/Culverts:	18" RCP, no culverts.
2	Did you have any issues regarding scheduling?	No
3	Did the contractor communicate well?	Yes
4	Did they adhere to the contract specifications?	Yes
5	Were there any change order requests associated with this project?	No, this project just started on 4/15/2019.
	Were they justified?	N/A
6	Fayette County's project consists of the installation of a 48-ft x 14-ft concrete bottomless arch culvert, would you feel they are competent to construct a project of this size?	Cannot speak to that since they are only performing sidewalk, driveway reconstruction, and RCP installation (which has not begun yet).
7	Additional comments.	None

A1 Contracting, LLC Reference Check

		<b>Reference #3</b>
		<b>BM&amp;K (City of Holly Springs)</b>
1	What was the scope of the project?	\$800k pedestrian improvement project (currently 50% complete) with federal funding, included storm drain installation, c&g, sidewalk, pedestrian lights, and upgrading an existing traffic signal
	Amount of earthwork:	Minimal...less than 5000 CY
	Size of Pipes/Culverts:	Pipes were 18" – 24"
2	Did you have any issues regarding scheduling?	Yes, all the time...still ongoing
3	Did the contractor communicate well?	No, superintendent onsite claimed he was only in charge of "this" portion of the work when asked about other items on the project
4	Did they adhere to the contract specifications?	This is a federally funded project. A1's made many attempts at the paperwork before it was correct.
5	Were there any change order requests associated with this project?	None so far.
	Were they justified?	N/A
6	Fayette County's project consists of the installation of a 48-ft x 14-ft concrete bottomless arch culvert, would you feel they are competent to construct a project of this size?	I have no evidence that suggests they would be.
7	Additional comments.	To be fair...their concrete sub "Luna" does very good work. A1 employees seem to do C+ or B- quality according to the task.

A1 Contracting, LLC Reference Check

		<b>Reference #4</b>
		<b>SE Engineering (City of Union City)</b>
1	What was the scope of the project?	\$1.1 Million pedestrian system. Erosion Control, Grading, Sewer, c&g, sidewalk, signs, striping, landscaping.
	Amount of earthwork:	Minimal
	Size of Pipes/Culverts:	Smaller drainage pipes.
2	Did you have any issues regarding scheduling?	Yes, they cannot submit or commit to a schedule.
3	Did the contractor communicate well?	No, communication is terrible. They have trouble keeping a superintendent employed. There has been no supervision on site many times.
4	Did they adhere to the contract specifications?	This is a federally funded project. No, A1 will not submit material certifications, schedule, invoices, etc.
5	Were there any change order requests associated with this project?	No
	Were they justified?	N/A
6	Fayette County's project consists of the installation of a 48-ft x 14-ft concrete bottomless arch culvert, would you feel they are competent to construct a project of this size?	Union City does not recommend this contractor.
7	Additional comments.	A1 Contracting has been "dis-barred" from working for Union City. They also had a fallout with their subcontractor, Luna Contracting.

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Consideration of the County Attorney's recommendation to approve a partial disposition of tax refund, as requested by Christopher and Chantel Appling, for tax year 2018 in the amount of \$1,964.52.

**Background/History/Details:**

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

A memo from the County Attorney is provided as backup with an explanation to approve tax year 2018 in the amount of \$1,964.52.

**What action are you seeking from the Board of Commissioners?**

To approve a partial disposition of tax refund, as requested by Christopher and Chantel Appling, for tax year 2018 in the amount of \$1,964.52.

**If this item requires funding, please describe:**

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

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

LAW OFFICES  
**McNALLY, FOX, GRANT & DAVENPORT**

A PROFESSIONAL CORPORATION

100 HABERSHAM DRIVE

FAYETTEVILLE, GEORGIA 30214-1381

TELEPHONE: (770) 461-2223

FACSIMILE: (770) 719-4832  
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WILLIAM R. McNALLY  
 PATRICK J. FOX  
 PHILIP P. GRANT  
 DENNIS A. DAVENPORT  
 PATRICK A. STOUGH  
 MEREDITH F. McCLURE  
 E. ALLISON IVEY COX

MEMORANDUM

To: Fayette County Board of Commissioners  
 From: McNally, Fox, Grant & Davenport, P.C. *E. Allison Ivey Cox*  
 Date: April 24, 2019  
 Re: Tax Refund Request – Christopher and Chantel Appling

The Applings have requested a partial refund of taxes paid for tax year 2018 based upon the destruction of their residence as of January 1, 2018. Christopher and Chantel Appling acquired a residence on a 13.63-acre homesite in July of 2016, 614 Highway 85 Connector in Brooks. On December 29, 2017 the Appling residence was heavily damaged in a fire to which Fayette County Fire and EMS were dispatched.

Standard procedure for Fayette County Fire and EMS includes the provision of notice to the Fayette County Assessors of properties involved in a fire call. The Assessors did in fact receive notice of the Appling fire. However, due to the date of this fire, particularly its proximity to the holiday, the notice was recorded after the January 1, 2018 assessment date. The property destruction was not incorporated into the 2018 assessment. The property was taxed at its full fair market value. Ms. Appling came into the assessors' office to pay the bill and correct the record as to the date of the fire. Upon further inspection of the fire report, the assessors identified the proper date of the fire as December 29, 2017. The assessors then made a site visit to determine the level of damage to the residence. It was determined have a value that was 19% of its full fair market value. The value of the residence was adjusted from a fair market value of \$204,400 to \$38,800. The property record has been adjusted to reflect the proper value for 2019 and all tax years thereafter.

The provisions of the refund statute were designed to enable correction of an error or illegality that exists in the record of assessment and is discovered after the payment of taxes. In this case, an error existed in the property record. The property was largely destroyed by fire, a fact that is undisputed and exists in the assessors records due to notification by Fire and EMS. However, the date of the destruction was recorded incorrectly due to the intervening holiday. This error in the property record resulted in an assessment based upon an inaccurate value. Tax year 2018 is the only year impacted by the error. A partial refund is recommended for tax year 2018.

Year	Amount	Recommendation
2018	\$1,964.52	Grant

TOTAL RECOMMENDED REFUND: \$1,964.52





**County Clerk**  
140 Stonewall Avenue West, Ste. 100  
Fayetteville, Georgia 30214  
770-305-5100  
[www.fayettecountyga.gov](http://www.fayettecountyga.gov)

May 3, 2019

Christopher and Chantel Appling  
614 Hwy 85 Connector  
Brooks, GA 30205

**RE: Tax Refund Request**

Dear Christopher and Chantel Appling:

This letter is to notify you that your request for tax refund has been slated to appear on the Thursday, May 9, 2019 agenda of the regularly scheduled meeting of the Fayette County Board of Commissioners, at 6:30 P.M.

That meeting will take place in the Public Meeting Room of the Board of Commissioners located at 140 Stonewall Avenue West, Fayetteville 30214.

Your request will be discussed and a decision to grant or deny your request will be made at that meeting.

Should you desire to be heard on the matter, please be present and prepared to address the commissioners at the appropriate time.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tameca P. White", is written over a horizontal line.

Tameca P. White, MBA, CMC  
County Clerk

Cc: Ali Cox, Assistant County Attorney  
Joel Benton, Tax Assessor  
Kristi King, Tax Commissioner



# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Consideration of the County Attorney's recommendation to approve the disposition of tax refunds, as requested by Nancy Dodgen, for tax years 2016, 2017 and 2018 in the amount of \$1,287.56.

**Background/History/Details:**

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

A memo from the County Attorney is provided as backup with an explanation to approve tax years 2016, 2017 and 2018 in the amount of \$1,287.56.

**What action are you seeking from the Board of Commissioners?**

To approve the disposition of tax refunds, as requested by Nancy Dodgen, for tax years 2016, 2017 and 2018 in the amount of \$1,287.56.

**If this item requires funding, please describe:**

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

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

LAW OFFICES  
**McNALLY, FOX, GRANT & DAVENPORT**

A PROFESSIONAL CORPORATION

100 HABERSHAM DRIVE

FAYETTEVILLE, GEORGIA 30214-1381

TELEPHONE: (770) 461-2223

FACSIMILE: (770) 719-4832  
 (770) 461-5863

WILLIAM R. McNALLY  
 PATRICK J. FOX  
 PHILIP P. GRANT  
 DENNIS A. DAVENPORT  
 PATRICK A. STOUGH  
 MEREDITH F. McCLURE  
 E. ALLISON IVEY COX

MEMORANDUM

To: Fayette County Board of Commissioners

From: McNally, Fox, Grant & Davenport, P.C.

Date: April 16, 2019

Re: Tax Refund Request – Dodgen

*E. Allison Ivey Cox*

Ms. Nancy A. Dodgen has requested a partial refund of taxes for tax years 2015, 2016, 2017 and 2018 based on an error in the recorded square footage of the finished area of her home at 160 Mimosa Drive in Fayetteville.

Ms. Dodgen requested to review her property record card. In so doing she noted several discrepancies in the detail of her home on the card. The card listed her home as a 2,088 square foot residence with a 420 square foot attached car port. Ms. Dodgen reported these inaccuracies. The report prompted a site visit by the assessors. Upon inspection and measurement, the assessors found that the residence had 1,222 finished square feet of space and a detached 420 square foot carport. Also noted were two (2) small porches that had previously been included in the finished square footage. In reworking the property record card, the assessors have reduced the finished square footage by 868 square feet and recorded the carport as detached. The resulting difference in the value of the home is significant. The recalculated 2015 value is \$93,100, a reduction of \$46,600. The recalculated 2016 value is \$101,000, a reduction of \$31,800. The recalculated 2017 value is \$115,400, a reduction of \$32,000. The recalculated 2018 value is \$128,000, a reduction of \$40,900. Assessment of taxes for these years was based on an erroneously inflated value.

The provisions of the refund statute were designed to enable correction of an error or illegality that exists in the record of assessment and is discovered after the payment of taxes. In this case, an error exists in the property record card. The property record card indicated a finished square footage that was 868 square feet larger than her home. The assessors have confirmed that the square footage of this home was over estimated on the property record card. This document is used as the foundation for assessing this residence.

Ms. Dodgen did not become aware of the error until payment of several years of taxes had been rendered. Tax years 2015, 2016, 2017, and 2018 are impacted by the error. A partial refund is recommended for tax years 2016, 2017 and 2018 based upon this error. Because the refund provisions limit the remedy a tax payer can seek to the last three years of paid taxes, a partial refund of 2015 taxes is recommended for denial. It is time barred. The card has been corrected for future tax years.

Year	Amount	Recommendation	
2015	\$ 579.90	Deny	Time Barred
2016	\$ 388.63	Approve	
2017	\$ 382.71	Approve	
2018	\$ 516.22	Approve	

**TOTAL REFUND RECOMMENDED: \$1,287.56**



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140 Stonewall Avenue West, Ste. 100  
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[www.fayettecountyga.gov](http://www.fayettecountyga.gov)

May 3, 2019

Nancy Dodgen  
160 Mimosa Drive  
Fayetteville, GA 30214

**RE: Tax Refund Request**

Dear Mrs. Dodgen:

This letter is to notify you that your request for tax refund has been slated to appear on the Thursday, May 9, 2019 agenda of the regularly scheduled meeting of the Fayette County Board of Commissioners, at 6:30 P.M.

That meeting will take place in the Public Meeting Room of the Board of Commissioners located at 140 Stonewall Avenue West, Fayetteville 30214.

Your request will be discussed and a decision to grant or deny your request will be made at that meeting.

Should you desire to be heard on the matter, please be present and prepared to address the commissioners at the appropriate time.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tameca P. White", with a long horizontal flourish extending to the right.

Tameca P. White, MBA, CMC  
County Clerk

Cc: Ali Cox, Assistant County Attorney  
Joel Benton, Tax Assessor  
Kristi King, Tax Commissioner