

BOARD OF COUNTY COMMISSIONERS

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

FAYETTE COUNTY, GEORGIA

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



140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

AGENDA

October 6, 2015
2:00 p.m.

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

Call to Order
Invocation by Commissioner Charles D. Rousseau
Pledge of Allegiance

Acceptance of Agenda

PROCLAMATION/RECOGNITION:

1. Recognition of the 125th Anniversary of the Founding of the National Society Daughters of the American Revolution and proclamation of Sunday, October 11, 2015 as "National Daughters of the American Revolution Day of Service" in Fayette County.

PUBLIC HEARING:

CONSENT AGENDA:

2. Approval of the September 24, 2015 Board of Commissioners Meeting Minutes.

OLD BUSINESS:

NEW BUSINESS:

3. Consideration of staff's recommendation to extend a Site Lease Agreement with Crown Castle, also known as Pinnacle Towers, for two additional five-year terms expiring on December 31, 2025, for the leasing of the county's wireless tower located at 110 Volunteer Way.

PUBLIC COMMENT:

ADMINISTRATOR'S REPORTS:

ATTORNEY'S REPORTS:

COMMISSIONERS' REPORTS:

EXECUTIVE SESSION:

ADJOURNMENT:

COUNTY AGENDA REQUEST Proclamation / Recognition #1

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Recognition of the 125th Anniversary of the Founding of the National Society Daughters of the American Revolution and proclamation of Sunday, October 11, 2015 as "National Daughters of the American Revolution Day of Service" in Fayette County.

Background/History/Details:

The National Society Daughters of the American Revolution was founded on October 11, 1890 during a time that was marked by a revival of patriotism and intense interest in the beginnings of the United States of America. Women felt the desire to express their patriotic feelings and were frustrated by their exclusion from men's organizations formed to perpetuate the memory of ancestors who fought to make this country free and independent. As a result, a group of pioneering women in the nation's capital formed their own organization and the Daughters of the American Revolution (DAR) has carried the torch of patriotism ever since.

The objectives laid forth in the first meeting of the DAR have remained the same in 125 years of active service to the nation. Those objectives are: Historical- to perpetuate the memory and spirit of the men and women who achieved American Independence; Educational- to carry out the injunction of Washington in his farewell address to the American people "to promote, an an object of primary importance, institutions for the general diffusion of knowledge, to use developing an enlightened pubic opinion. . ."; and Patriotic- to cherish, maintain, and extend the institutions of American freedom, to foster true patriotism and love of country, and to aid in securing for mankind all the blessings of liberty. Since its founding in 1890, DAR has admitted more than 930,000 members.

Source: <http://www.dar.org/national-society/about-dar/dar-history>

What action are you seeking from the Board of Commissioners?

Recognition of the 125th Anniversary of the Founding of the National Society Daughters of the American Revolution and proclamation of Sunday, October 11, 2015 as "National Daughters of the American Revolution Day of Service" in Fayette County.

If this item requires funding, please describe:

Not Applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

FAYETTE COUNTY BOARD OF COMMISSIONERS

**THE DAUGHTERS OF THE AMERICAN REVOLUTION'S
125 YEARS OF SERVICE TO AMERICA**

A RECOGNITION

- WHEREAS,** October 11, 2015, marks the 125th anniversary of the founding of the National Society Daughters of the American Revolution to honor the memory and the spirit of the men and women who achieved American independence; and
- WHEREAS,** Nearly one million members have since fulfilled this vibrant service organization's mission to promote historic preservation, education and patriotism; and
- WHEREAS,** Daughters are currently celebrating both their founding and their future by providing ten million hours of service to America; and
- WHEREAS,** The James Waldrop Chapter of the DAR was founded on April 21 in the year 2007 to complete this important service work on the local level; and
- WHEREAS,** It is fitting and proper to accord official recognition to this vital organization and its memorable anniversary; and

NOW THEREFORE, WE THE FAYETTE COUNTY BOARD OF COMMISSIONERS do hereby recognize the 125th Anniversary of the Founding of the National Society Daughters of the American Revolution and proclaim Sunday, October 11, 2015 as

**“NATIONAL DAUGHTERS OF THE AMERICAN REVOLUTION'S
DAY OF SERVICE”**

and in so doing we ask our citizens to serve others in outward expressions of appreciation for the privilege of citizenship in these United States.

So recognized this 6th day of October 2015,

CHARLES W. ODDO, Chairman

BOARD OF COUNTY COMMISSIONERS

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

FAYETTE COUNTY, GEORGIA

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



140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

Minutes

September 24, 2015
7:00 p.m.

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

Call to Order

Chairman Oddo called the September 24, 2015 Board of Commissioners meeting to order at 7:06 p.m.

Invocation by Commissioner Randy Ognio

Commissioner Ognio offered the Invocation.

Pledge of Allegiance

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

Acceptance of Agenda

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

PROCLAMATION/RECOGNITION:

- 1. Recognition of Drive Phase Track Club athletes who competed and won at the 2015 AAU Junior Olympics in Norfolk, Virginia.**

Chairman Oddo introduced Coach Lamar Grant, and Coach Grant introduced the Drive Phase Track Club athletes to the Board and audience. Chairman Oddo then read and presented the recognition to Coach Grant and the athletes. Copies of the request and Recognition, identified as "Attachment 1," follow these minutes and are made an official part hereof.

- 2. Presentation from Executive Director Scott "Rock" Donahue of the Georgia Military College.**

Chairman Oddo introduced Executive Director Scott "Rock" Donahue of the Georgia Military College to the Board. General Donahue spoke about the great strides taken over the year to successfully open Georgia Military College and he played a promotional video of the college. A copy of the request, identified as "Attachment 2," follows these minutes and is made an official part hereof.

3. Presentation of the Georgia Forestry Commission's Annual Report for Fayette County.

County Administrator Steve Rapson informed the Board that Ranger Harold Quigley, who was scheduled to make the presentation, was unable to attend the meeting. He stated that Ranger Quigley's presentation had previously been provided to the Board in the published Agenda package. Copies of the request and presentation, identified as "Attachment 3," follow these minutes and are made an official part hereof.

4. Presentation of the Government Finance Officers Association Distinguished Budget Award for Fayette County's annual budget document for the fiscal year beginning July 1, 2014 and ending June 30, 2015.

The Board, County Administrator Steve Rapson, and Chief Financial Officer Mary Parrott commended Fayette County's Budget Officer Sergio Acevedo and the Finance staff for their hard work in accomplishing the Government Finance Officers Association Distinguished Budget Award. A copy of the request, identified as "Attachment 4," follows these minutes and is made an official part hereof.

PUBLIC HEARING:

Community Development Director Pete Frisina read the *Introduction to Public Hearings for the Rezoning of Property*. A copy of the *Introduction to Public Hearings for the Rezoning of Property*, identified as "Attachment 5," follows these minutes and is made an official part hereof.

5. Public Hearing of Petition No. 1249-15, Betty S. Allen, Owner, and Vee Jokijphor, Agent, request to rezone 29.491 acres from A- R to R-40 to develop a Single-Family Residential Subdivision, with said property being located in Land Lot 70 of the 7th District and fronting on SR 54 and Dockstreet Alley.

Community Development Director Pete Frisina briefed the Board on the petition. He stated that the petition complies with the Land Use Plan and that owners would have to obtain a preliminary and final plat. He added that both staff and the Planning Commission recommended approval of the petition with no conditions.

Agent Vee Jokijphor: Ms. Jokijphor asked the Board to approve the petition. She added that she is a homeowner for a property in Phase I of Longboat Subdivision and she supported the petition since it would increase equity in the community.

No one else spoke in favor of the petition.

Eddie Hill: Mr. Hill, Homeowners Association President for Longboat Subdivision stated he was not totally against the petition, but he had an issue with the additional properties since it would increase the number of homes to 46 with only one entrance and exit for all the homes. He asked why an existing driveway that belongs to part of the property under consideration could not be used as a second entrance and exit into the subdivision. Mr. Hill mentioned that an autistic child lives in the neighborhood and that additional traffic in the neighborhood could be a concern. He mentioned the developer had agreed to keep initial traffic on State Route 54 but the actual construction of the homes would require construction traffic to come through the only entrance and past existing homes.

Brian Lambert: Mr. Lambert, Homeowners Association Head of the Architectural Committee for Longboat Subdivision, said he was one of the first homeowners in the subdivision and that during and after the construction process he saw a number of things that gave him concern. He stated that the builders left concrete washout and construction debris on people's property and that that he had to clean a computer monitor and drink bottles off his property that the builders left behind. Mr. Lambert stated that curbs were damaged and that the homeowners have taken efforts to repair the damage. He said the homeowners did not want to repair new damage after the same builders return. He said there have been discussions with the developer

with an effort to get guarantees on cleaning up the properties but there have not been any answers. He said he was opposed to the petition until the developer gives guarantees about cleaning up the subdivision and maintaining the standard of living in the neighborhood.

No one else spoke in opposition to the petition.

Agent Vee Jokijphor: Ms. Jokijphor replied to those who spoke in opposition saying the developer met with the Home Owners Association regarding their concerns with the entrance, but it is a work in progress. She said the developer is trying to assure that the petition is a win-win agreement for both parties. She said she did not have anything in writing at the time.

Commissioner Brown stated that concrete washout and busted curbs should not be allowed in subdivisions. He said the developers need to meet the county's standards and the county can enforce the standards with the developers, and he stated Homeowner's Association's money should not be spent on problems that the developers are responsible for. Commissioner Brown asked Mr. Frisina if there could be a temporary easement issued for construction traffic from State Route 54. Mr. Frisina replied that an easement likely could be issued by the Georgia Department of Transportation (GDOT), but it would not address the need to use the existing subdivision streets for the actual home constructions. It was pointed out that the subdivision's streets were adequate to allow emergency traffic during construction. Commissioner Brown explained there would be a logistical problem with adding a second subdivision entrance since it would require traffic to slow down on State Route 54 and he stated GDOT would not pay for a traffic light for 40 houses. He could tell the homeowners take great pride in the Longboat Subdivision, and he said he would be inclined to allow the subject property to be an extension of the subdivision since, should the property sell on its own, it could cause problems for many people. He encouraged the homeowners to contact the county with its problems and the county can make sure the developers do what needs to be done.

Commissioner Rousseau asked Mr. Hill if he was at ease based on what Commissioner Brown stated. Mr. Hill replied that Commissioner Brown's comments made sense but the "questions had to be asked," and he added that Mr. Lambert's concerns had also been addressed by Commissioner Brown. Discussion followed.

Commissioner Brown moved to approve Petition No. 1249-15, Betty S. Allen, Owner and Vee Jokijphor, Agent, request to rezone 29.491 acres from A-R to R-40 to develop a Single-Family Residential Subdivision, with said property being located in Land Lot 70 of the 7th District and fronting on State Route 54 and Dockstreet Alley, and to request that the contractor and developer use a temporary easement off State Route 54 for heavy construction traffic as needed. Commissioners Barlow and Ognio seconded the motion. No discussion followed. The motion passed 5-0. Copies of the request, Rezoning Ordinance 1249-15 and Rezoning Resolution 1249-15, identified as "Attachment 6," follow these minutes and are made an official part hereof.

6. Public Hearing of Petition No. RP-057-15, Betty S. Allen, Owner, and Vee Jokijphor, Agent, request to add 24 lots to the Final Plat of Longboat Subdivision. This property is located in Land Lot 70 of the 7th District and fronts on SR 54 and Dockstreet Alley.

Community Development Director Pete Frisina briefed the Board on the petition. He stated that the rezoning properties did not come to staff at the same time and that he worked to get all 29 acres for rezoning. He said that progress resulted in the developers not having a concept plan available but staff estimated there could be 24 lots added to the subdivision.

No one spoke in favor of or in opposition to the petition.

Commissioner Brown moved to approve Petition No. RP-057-15, Betty S. Allen, Owner, and Vee Jokijphor, Agent, request to add no more than 24 lots to the Final Plat of Longboat Subdivision with said property being located in Land Lot 70 of the 7th District and fronting on State Route 54 and Dockstreet Alley. Commissioner Barlow seconded the motion. No discussion followed. The motion passed 5-0. A copy of the request, identified as "Attachment 7," follows these minutes and is made an official part hereof.

7. Public Hearing of Ordinance 2015-11- Administrative Variances, amending the Fayette County Code of Ordinances by adding in its entirety Section 110-106. Administrative Variances to Article III. General Provisions.

Community Development Director Pete Frisina stated in 2010 staff did research and review of the Zoning Ordinance that resulting in “global changes” to the Zoning Ordinance. He said at the time there was an Administrative Variance procedure that was in the Zoning Ordinance since its inception in 1980, and that the procedure gave staff latitude to provide variances for setbacks and similar situations. He said most Planning and Zoning Directors were apprehensive to use the procedure due to the latitude it gave, so in 2010 he ratcheted back the latitude from a 20% variance to a 10% variance with a cap of no more than two feet. Mr. Frisina stated that in 2012 there was another global revision of the Zoning Ordinance and it was apparently during that time that the Administrative Variance procedure was accidentally removed from the Zoning Ordinance. He asked for the Administrative Variance to be returned to the Zoning Ordinance to give staff the ability to grant a 10% variance for an existing structure and not to exceed two feet. He stated that most jurisdictions, including the cities of Fayetteville and Peachtree City and the Town of Tyrone, have Administrative Variance provisions even though the provisions have different ranges.

No one spoke in favor of or in opposition to Ordinance 2015-11.

Commissioner Brown said he was not necessarily opposed to Administrative Variances but that he worried about getting into problems by granting the variances. He stated he wanted language in the ordinance requiring if a person is not following the procedure then they should not be granted an Administrative Variance. He said the county has procedures that need to be followed and that 99% of everyone follows the procedure, so there should be no room to allow for those who do not follow the procedure and then seek an Administrative Variance.

Commissioner Ognio stated there are procedures for variances and he could not imagine why there was a need for an Administrative Variance. He stated that if a builder makes a mistake then the builder needs to correct the mistake. He suggested that the builders could take advantage of the Administrative Variance. Commissioner Ognio stated that if someone needs a variance then they need to go through the proper procedures. He further suggested that not having an Administrative Variance would actually burden staff since it has to deal with these decisions.

Commissioner Barlow asked how long the Administrative Variance had been in the Zoning Ordinance. Mr. Frisina replied that the Administrative Variance had been in the Zoning Ordinance since 1980 but that it was revised in 2010, although it was deleted in 2012. Commissioner Barlow asked whether Mr. Frisina has had to give Administrative Variances during his years with the County. Mr. Frisina replied it has been used from time to time and that, since 1980, there have been 199 Administrative Variances approved by whoever was the Zoning Administrator at the time. Commissioner Barlow asked what kind of hardship staff would have without the Administrative Variance. Mr. Frisina replied that people make mistakes and that the Administrative Variance gives him the ability to alleviate builders from having to go to the Zoning Board of Appeals. He said the Zoning Board of Appeals only meets once a month and that currently the county was in a position of holding up a builder for up to eight weeks due to a minor infraction. Discussion followed. Commissioner Barlow stated that good intentions sometimes do not go right or are successful, and he agreed with Commissioner Ognio that the builders should be the responsible parties. He thought there may be room for the Board to look at errors caused by the County in these matters, but this Administrative Variance could be abused even though something good was intended.

Commissioner Ognio moved to deny Ordinance 2015-11—Administrative Variances, amending the Fayette County Code of Ordinances by adding in its entirety Section 110-116. Administrative Variances to Article III. General Provisions. Commissioner Barlow seconded the motion. Brief discussion followed. The motion passed 5-0. A copy of the request, identified as “Attachment 8,” follows these minutes and is made an official part hereof.

CONSENT AGENDA:

Commissioner Brown moved to approve Consent Agenda Items 8, 9 and 10. Commissioner Ognio seconded the motion. No discussion followed. The motion passed 5-0.

8. **Approval of staff's recommendation to accept the 2015 Georgia Association of EMS (GAEMS) grant in the amount of \$15,811.86, to be used in purchasing emergency medical equipment, and authorization for the Chairman to sign any documentation associated with this grant request. A copy of the request, identified as "Attachment 9," follows these minutes and is made an official part hereof.**
9. **Approval of the disposition of tax refunds, in the aggregate amount of \$15,722.16, as recommended by the Tax Assessor's Office. A copy of the request, identified as "Attachment 10," follows these minutes and is made an official part hereof.**
10. **Approval of the September 10, 2015 Board of Commissioners Meeting Minutes.**

OLD BUSINESS:

There were no items of Old Business for consideration.

NEW BUSINESS:

11. **Consideration of a recommendation from the Selection Committee comprised of Commissioner David Barlow and Commissioner Randy Ognio, to appoint both Sharon White, with a three-year term beginning July 1, 2015 and expiring June 30, 2018, and Margaret Sisson, with an unexpired term beginning immediately and ending on June 30, 2017, to the McIntosh Trail Community Service Board.**

Commissioner Ognio stated the two applicants were outstanding and he was glad Fayette County has these kinds of applicants.

Commissioner Ognio moved to accept the recommendation from the Selection Committee comprised of Commissioner David Barlow and Commissioner Randy Ognio, to appoint both Sharon White, with a three-year term beginning July 1, 2015 and expiring June 30, 2018, and Margaret Sisson, with an unexpired term beginning immediately and ending on June 30, 2017, to the McIntosh Trail Community Service Board. Commissioner Barlow seconded the motion. No discussion followed. The motion passed 5-0. A copy of the request, identified as "Attachment 11," follows these minutes and is made an official part hereof.

12. **Consideration of a recommendation from the Selection Committee comprised of Chairman Charles W. Oddo and Commissioner Barlow, to appoint Pete Daniel to the Region Six Mental Health, Developmental Disabilities, and Addictive Diseases Regional Planning Board for an unexpired term beginning immediately and expiring on June 30, 2016.**

Chairman Oddo stated that the comments just given by Commissioner Ognio could be said about Mr. Daniel. He spoke about Mr. Daniel's qualifications and life-calling. Commissioner Barlow agreed saying Mr. Daniel is very qualified for the position.

Commissioner Brown moved to approve the Selection Committee's recommendation to appoint Pete Daniel to the Region Six Mental Health, Developmental Disabilities, and Addictive Diseases Regional Planning Board for an unexpired term beginning immediately and expiring on June 30, 2016. Commissioner Barlow seconded the motion. No discussion followed. The motion passed 5-0. A copy of the request, identified as "Attachment 12," follows these minutes and is made an official part hereof.

13. Consideration of the Public Art Committee recommendation to approve the concept design to prominently display the national motto, "In God We Trust" in the Board of Commissioners Public Meeting Room.

Commissioner Brown stated that in December 2014, former Commissioner Allen McCarty put a motion on the floor to use the motto "In God We Trust" in the Public Meeting Room. He said there are many jurisdictions across the nation and in Georgia displaying the motto and the motion won by unanimous vote. He stated that the assignment of how to display the motto was given to the Public Art Committee and that he and Commissioner Coston were going to take the motto to the Public Art Committee, but it was delayed due to the illness and untimely passing of Commissioner Coston. He said the Public Art Committee looked at different ways to display the motto and had recommended "Option Two," which is a cursive-type print.

Commissioner Rousseau asked what was being accomplished by this effort. Commissioner Brown replied that this effort was initiated by Commissioner McCarty, but that there was an organization that is looking at different local and state governments across the nation and proposing they use the motto in the local format. Commissioner Rousseau asked if this effort would open the door to the question about the separation of church and state, and if so, how should the county proceed in light of that assumption. Commissioner Rousseau stated he is a believer but displaying a motto does not change anything since it is how a person acts that defines his beliefs. County Attorney Dennis Davenport stated that a door was being opened since the Board is taking a blank wall and putting "In God We Trust" on the wall. He said the change would get attention and the wording would get specific attention. Mr. Davenport stated if there was a reason for someone to file an action as a result this would give a reason, however, just about anything the Board does could give someone a reason to file an action. He said this would open a specific door since it is a "hot button issue."

Commissioner Brown moved to accept the Public Art Committee's recommendation and to go with "Option 2" as posted in the documentation. Commissioner Barlow seconded the motion.

Commissioner Barlow stated that those who know him know his beliefs that "we need more God in America." He thought displaying the motto on the wall, even though it is on the money, would offend some people, but he added that there are some who are offended just to be offended. He said he was thankful that the Public Art Committee had made the recommendation and he would support it.

Commissioner Rousseau moved to table the motion until the October 22, 2015 Board of Commissioners meeting.

Commissioner Ognio clarified that the motion to actually put the motto in the Public Meeting Room has already been approved and that this agenda item was addressing how to put the motto in the Public Meeting Room. Chairman Oddo said he wanted to review other options since he wanted to display the motto appropriately. He asked for the options to come through the staff. He pointed out that the size of one's faith is not indicated in the size of letters in a motto, and he agreed to the request to tabling the item. County Administrator Steve Rapson stated that staff had provided options in the past and he stated he would send those options to the Board.

The motion to table the request to October 22, 2015 passed 5-0. A copy of the request, identified as "Attachment 13," follows these minutes and is made an official part hereof.

14. Consideration of Ordinance 2015-09- Ethics, amending Fayette County's Code of Ordinances pertaining to ethical standards.

Chairman Oddo stated this Ordinance has been "a long time coming" and he briefly explained how the Ethics Ordinance was reviewed and amended for changes. He said the proposed ordinance was a composite of work gathered by a very good group of people. He said the proposed changes were sent to the Board in April 2015 for comments and those comments were incorporated into the proposed ordinance.

Commissioner Ognio moved to adopt Ordinance 2015-09—Ethics, amending Fayette County’s Code of Ordinances pertaining to ethical standards. Commissioner Barlow seconded the motion.

Commissioner Brown stated he was going to take a different tact and look at the proposed ordinance from a different angle. He said he was the target of the ethics complaints in 2013 and that the Ethics Board threw out one complaint and a judge threw out the second complaint. Commissioner Brown stated that the County’s current Ethics Ordinance was a “farce.” He said he reviewed the proposed ordinance and he found the edits to be very appropriate. He said he was willing to go with the proposed ordinance since, if changes need to be made in the future, the Board could make changes.

The motion to adopt Ordinance 2015-09—Ethics, amending Fayette County’s Code of Ordinances pertaining to ethical standards passed 5-0. Copies of the request and Ordinance 2015-09, identified as “Attachment 14,” follow these minutes and are made an official part hereof.

PUBLIC COMMENT:

No one spoke during Public Comment.

ADMINISTRATOR’S REPORTS:

- A. Notification of the awarding of Bid #1006-B to Remac, Inc. for Crack Sealing Services in an amount not to exceed \$74,030.00; Bid #1012-B to Middle Georgia Outdoor Lighting for lighting Kiwanis Park Athletic Field #9 in an amount not to exceed \$85,885.00; and Bid #1018-P to Peach State Ambulance for the purchase of a Type I Ambulance in an amount not to exceed \$147,090.00.**

County Administrator Steve Rapson briefed the Board on the awarding of Bids 1006-B, 1012-B, and 1018-P. He added that the awarded amount for Bid #1006-B was actually \$74,030.00 instead of \$7,030.00 as printed in the Agenda. A copy of the notification report, identified as “Attachment 15,” follows these minutes and is made an official part hereof.

Fayette County’s Water System Maintains AA Bond Rating: County Administrator Steve Rapson stated that staff met with representatives from Standard and Poor’s who conducted peer-like reviews of the County’s bond rating. He said the County’s Water System has an AA bond rating, and that just prior to the meeting Standard and Poor’s reaffirmed that the Water System’s bond rating is still rated AA. He concluded that the AA bond rating is outstanding for any water system.

Board of Commissioners to meet on Tuesday, October 6, 2015 at 2:00 p.m.: County Administrator Steve Rapson reminded the Board that its next scheduled meeting would be held on Tuesday, October 6, 2015 at 2:00 p.m.

Word of Appreciation: County Administrator Steve Rapson said he appreciated all the votes being unanimous at the meeting, even though one item was tabled. He stated it was nice to see “5-0s” again.

ATTORNEY’S REPORTS:

Notification of Executive Session: County Attorney Dennis Davenport informed the Board that he had three items of Pending Litigation and the review of the September 10, 2015 Executive Session Minutes for consideration in Executive Session.

COMMISSIONERS' REPORTS:

Commissioner Barlow:

Congratulations Extended to Commissioner Rousseau: Commissioner Barlow thanked everyone for coming to the meeting. He congratulated Commissioner Rousseau for his recent election saying a 70% vote is considered a landslide. He said he appreciated Commissioner Rousseau's comments during the meeting and he looked forward to working with Commissioner Rousseau as matters move forward. He thought Fayette County would be well-served with Commissioner Rousseau.

Commissioner Brown:

Scarecrow Contest and Pumpkin Carving and Sculpting Contest: Commissioner Brown reminded everyone of a couple of projects coming up. He said the first project was a Scarecrow Contest on October 17-18, 2015. He said the county would provide the stuffing and there would be prizes. He added the scarecrows would be on display for the City of Fayetteville's Trick or Treat Event in October, providing a great time for the artwork to be on display. Commissioner Brown stated that there was also a Pumpkin Carving and Sculpting Contest in Peachtree City at Saville Studios on October 25, 2015. He said the pumpkin contest would cost \$10.00 for the pumpkin and supplies. He concluded that additional information could be obtained from the Public Art Committee's page on the County's website.

Report on the Possibility of Rowing Coming to Fayette County: Commissioner Brown stated that Dr. and Mrs. Graddick live in Peachtree City, that they are very much into rowing, and that Mrs. Graddick represented the United States in the World Rowing Championships. He said they have found an opportunity for the county to start high school rowing teams on Lake McIntosh in Peachtree City. Commissioner Brown stated that this effort has revealed a large number of people living in Fayette County who did rowing either in high school or in college, and he said the college scholarship rate for women in rowing is fifty percent. He explained that the University of Georgia has just established a rowing team and that rowing is a sport of choice for colleges with large bodies of water. He stated that Fayette County may have the first rowing program for public high schools in the State of Georgia even though there are some private schools and clubs that already offer rowing. Commissioner Brown suggested that this effort may bring all of the rowing crews from all levels to Fayette County; increasing tourism to Fayette County. He said the rowing teams have tournaments and championship matches, presenting the possibility of having the NAACP Rowing Championships taking place in Fayette County. Commissioner Brown stated this is the beauty of Fayette County since citizens find opportunities, bring them to the government, and are able to get things done.

Commissioner Ognio:

Congratulations Extended to Commissioner Rousseau and Comments on Events in Fayette County: Commissioner Ognio congratulated Commissioner Rousseau on his recent election. He commented on the Inman Heritage Day and how it is a fun, low-cost event for the family. Commissioner Ognio added that the Dragon Boat Race would take place on Saturday, September 26, 2015 at 9:00 a.m. and he encouraged everyone to attend.

Chairman Oddo:

Events in Fayette County and Establishment of the United States Supreme Court: Chairman Oddo stated that the Inman Heritage Day Event and the Tyrone Founder's Day Parade was a great event. Chairman Oddo added that on September 24, 1789, the United States Judiciary Act was passed by Congress that created the Supreme Court. He said the first case was held by the Supreme Court in January 1790. He mentioned that the Court had six members and he joked if the decisions were split 3-3.

Congratulations Extended to Commissioner Rousseau: Chairman Oddo congratulated Commissioner Rousseau for his recent election.

Commissioner Rousseau:

Words of Thanks from Commissioner Rousseau: Commissioner Rousseau thanked the Board for its warm welcome and he thanked the staff saying he looked forward to working with each and every one. He then thanked the public for overwhelmingly demonstrating their support and for their prayers. He asked for time to continue getting his footing with respect to scheduling all the events. He said he and the Board would continue the good work that the people of Fayette County expect. He concluded by saying he was glad to be on board.

EXECUTIVE SESSION:

Three Items of Pending Litigation and Review of the September 10, 2015 Executive Session Minutes: Commissioner Ognio moved to go into Executive Session. Commissioner Barlow seconded the motion. No discussion followed. The motion passed 5-0.

The Board recessed into Executive Session at 8:51 p.m. and returned to Official Session at 9:26 p.m.

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

Settlement with Mr. Robert D. Burcher: County Attorney Dennis Davenport stated he had an item to update the Board about pending condemnation along the West Fayetteville Bypass (Case # 2011V-0657.) He said one of the properties belongs to Mr. Robert D. Burcher and that there is a potential settlement with Mr. Burcher. He said when the County filed for condemnation it paid in \$8,200.00 in the Court's Registry and that there has been a request to look at settling the condemnation in the total amount of \$74,812.83. He said that would mean if the settlement is looked at with favorable consideration the County would pay an additional \$66,612.83 into the Court's Registry, which would be the complete settlement amount for the property. He said the settlement would also include statutory interest of 7% for 4 ½ years.

Commissioner Ognio moved to approve the settlement as described by the County Attorney. Commissioner Barlow seconded the motion. No discussion followed. The motion passed 5-0.

Settlement with Don and Carole Galimore: County Attorney Dennis Davenport reported he had a second proposed settlement for condemnation on the West Fayetteville Bypass for property owned by Don and Carole Galimore's (Case #s 2011V-0980 and 2011V-0981.) He said Fayette County has already paid \$206,800.00 into the Court's Registry. Mr. Davenport reported that the attorney for the Galimore's spoke with his office earlier in the afternoon and there is belief there can be a settlement for the condemnation for an additional \$205,250.00. He said that amount splits the difference between the two appraisers representing the County and the Gallimore's. He said the Galimore's would be willing to waive interest over the last four years and that amount is approximately \$60,000.00. Mr. Davenport concluded that the offer is to settle for an additional \$205,250.00.

Commissioner Ognio moved to approve the settlement as described by the County Attorney. Commissioner Barlow seconded the motion.

Commissioner Brown, who opposed construction of the West Fayetteville Bypass from 2004, said this is a perfect example of getting burned badly and costing the taxpayers a fortune when things are not done the right way. He said the current Board was "bailing out" the previous actions from the previous Board of Commissioners, and while it hurt him to make the vote, he had no choice since the road was built on property before there was ownership of the property. He said that action was absolutely the wrong thing to do and now everyone is paying for it. Commissioner Ognio agreed with Commissioner Brown's comments.

The motion to approve the settlement as described the County Attorney passed 5-0.

Approval of the September 10, 2015 Executive Session Minutes: Commissioner Ognio moved to approve the September 10, 2015 Executive Session Minutes. Commissioner Barlow seconded the motion. No discussion followed. The motion passed 5-0.

ADJOURNMENT:

Commissioner Ognio moved to adjourn the September 24, 2015 Board of Commissioners meeting. Commissioner Barlow seconded the motion. No discussion followed. The motion passed 5-0.

The September 24, 2015 Board of Commissioners Meeting was adjourned at 9:30 p.m.

Floyd L. Jones, County Clerk

Charles W. Oddo, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 6th day of October 2015. Referenced attachments are available upon request at the County Clerk's Office.

Floyd L. Jones, County Clerk

COUNTY AGENDA REQUEST

New Business #3

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of staff's recommendation to extend a Site Lease Agreement with Crown Castle, also known as Pinnacle Towers, for two additional five-year terms expiring on December 31, 2025, for the leasing of the county's wireless tower located at 110 Volunteer Way.

Background/History/Details:

On November 3, 1999, the Board of Commissioners unanimously agreed to enter into a "Tower Management Contract with Pinnacle Towers" for the leasing of the county's wireless communications tower located at 110 Volunteer Way. The five-year contract became effective on January 1, 2000 and included two five-year renewal terms. The contract and its terms will expire on December 31, 2015.

The agreement was considered more advantageous than previous agreements since it provided a 50/50 split of income between both parties and aside from the County painting and lighting the towers, the tenant would pay for all maintenance to the tower. Any income derived from the towers was included into the Fire Fund (See Exhibit A- November 3, 1999 Minutes and Site Lease.)

Crown Castle has recently requested an extension of the Site Lease Agreement for two additional five-year terms. This request, if approved, would provide Crown Castle with the Right of First Refusal should the county receive an offer from any other entity to purchase fee title, an easement, a lease, a license, or any other interest in the Lease area or of the county's interest in the Lease. If approved, Crown Castle will pay Fayette County a total of \$10,000.00 within sixty days of full execution of the Lease Agreement (See Exhibit B- Request for Extension of Wireless Tower Site Lease.)

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to extend a Site Lease Agreement with Crown Castle, also known as Pinnacle Towers, for two additional five-year terms expiring on December 31, 2025, for the leasing of the county's wireless tower located at 110 Volunteer Way.

If this item requires funding, please describe:

Not Applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Fayette County currently has two lease agreements with Crown Castle (Pinnacle Towers.) The first lease agreement is the subject of this request and is for the tower located at 110 Volunteer Way. The second lease agreement is for the tower located at 245 McDonough Road. The Board approved extending the McDonough Road Tower's lease agreement on August 26, 2010. The agreement will expire on December 31, 2024.

EXHIBIT A

**NOVEMBER 3, 1999 MINUTES APPROVING TOWER
MANAGEMENT CONTRACT WITH PINNACLE TOWERS**

and

ANTENNA SITE LEASE AGREEMENT

November 3, 1999

Page 9

After brief discussion it was the consensus of the Board that Staff would look into the County's policy to see if anything could be done and they would get back in touch with Mr. Carter.

TOWER MANAGEMENT CONTRACT WITH PINNACLE TOWERS, INC. APPROVED:

County Attorney Bill McNally stated this contract was a continuation of the management contract the County had over the years on the tower located on McDonough Road. He went on to say that over the years Motorola had managed that site for them and they had now sold their tower sites to Pinnacle Tower's Inc. He stated the contract the Board had before them was more advantageous to the County in the coming years, that it provided for a 50/50 split of income from the towers other than the painting and lighting of the towers, the County had to do that to FAA specifications, maintenance of the tower and bills were paid by the lessee. He asked the Board to approve the assigned of the current lease which expired December 31, 999 to Pinnacle Towers, Inc. and the contract the Board had before them would begin January 1, 2000 for an initial period of five years, with five year renewals.

Commissioner Wells questioned, as a matter of clarification, that the funding the County received from the lease, she questioned if it was designated funding or if it went to the general account. She asked if there were any requirements that it be utilized in a specific fashion.

Attorney McNally responded that he assumed it went into the fire fund.

Commissioner Wells asked Mr. Krakeel if the County would be funding some new equipment.

Fire Chief Krakeel stated they were.

Commissioner Wells responded that she liked that resourcefulness.

Chairman Bost stated he wanted to compliment the negotiations on the new rate.

On motion made by Commissioner Gosa, seconded by Commissioner Frady to approve the County's Tower Management Contract with Pinnacle Towers, Inc. The motion carried 5-0. A copy of the contract, identified as "Attachment No. 1" follows these minutes and becomes an official part hereof.

CONSENT AGENDA:

County Manager Billy Beckett informed the Board that in Item 1 of the consent agenda B&B Wrecker would not be included as presented. He stated that there was a problem and that the item would only include a contract with Fayette Wrecker.

After discussion, Mr. Beckett informed the Board that the County was certainly not trying to prevent any other wrecker service from handling County business, that any were welcome if qualified.

**ANTENNA SITE LEASE
Existing Tower**

LANDLORD

Name: Fayette County Fire & Emergency Services Commencement Date: 1/1/2000

Address: 140 Stonewall Avenue
Fayetteville, Georgia 30214
(770) 461-1321 Attn: Jack Krakeel Initial Term: Five (5) years

Renewal Term: Five (5) Years

Renewal Notice Due: Lease renewal is automatic unless Pinnacle gives written notice to Landlord on or before 120 days prior to the expiration of current term of intent not to renew

TENANT

Pinnacle, Inc. Attn: Customer Response Center -
Lease Administrator

Address: 1549 Ringling Blvd.
Sarasota, Florida 34236

Site Number: 04524A Site Location: One Volunteer Way
Fayetteville, Georgia

Coordinates: Latitude: 33-27-18 N Longitude: 84-24-16 W

Ground Elevation: 880' Structure Height: 500'

Legal Description: See Exhibit "A" attached hereto and made a part hereof.

(1) Notices. Any notice or demand required or permitted to be given or made hereunder shall be in writing, and deemed to be sufficiently given or made by certified mail, return receipt requested, in a sealed envelope postage prepaid, addressed in the case of Pinnacle to: Pinnacle, Inc., Customer Response Center - Lease Administrator, 1549 Ringling Blvd., Sarasota, Florida 34236, and addressed in the case of the Landlord as set forth on the first page of this Lease. Any such demand or notice shall be deemed to have been given or made at the time it is deposited in the United States mail. Pinnacle or the Landlord may from time to time designate any other address for this purpose by written notice to the other party.

(2) Lease of Site. Landlord hereby leases the Site as described on Exhibit "A" Lease Schedule 1 attached hereto and made a part hereof (the "Site"), and further grants the right of access to and from the Site to Pinnacle, as described on Exhibit "A" Lease Schedule 2 attached hereto and made a part hereof, in accordance with Paragraph (4) below. Copies of any required easements will be attached to and made a part of this Lease.

(3) Amendment; Waiver. No revision of this Lease shall be valid unless made in writing and signed by an Area Manager or higher authority of Pinnacle and by an authorized agent of Landlord. No provision may be waived except in a writing signed by the party to be charged with such waiver.

(4) Use of Site.

A. The Site is to be used for the installation, operation and maintenance of all radio, television, microwave, and other radio frequency ("RF") transmitters and/or receivers and other RF equipment which operate in the frequency range between 50 Khz and 35 Ghz (which may be passive and/or active) and mounting structures (all such transmitters and/or receivers and related RF equipment and mounting structures, if any, are hereinafter collectively referred to as "RF Equipment") which are located on and operated at the Site. Pinnacle shall have the right to install upon the Site radio towers, buildings, fencing and other accessories necessary for the successful and secure operation of the above-referenced RF Equipment and may alter or modify same as may be necessary, provided that any material or substantial alterations shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld. Pinnacle and its subtenants and licensees shall have the right to enter or leave the Site at all times, twenty-four (24) hours per day, seven (7) days per week.

B. Pinnacle shall have the right to sublet or license others ("Licensees") to use all, or any part of the Site. Pinnacle shall supply to the Landlord monthly, a list of all such Licensees. Additionally, the use of the Site by the Licensees shall not interfere with the Landlord's use of the Site.

C. Pinnacle shall also have the right in connection with its use of the Site to place warning signs and do whatever else is reasonably necessary in Pinnacle's judgment to comply with applicable existing and proposed electro-magnetic energy ("EME") laws, rules, regulations or safety standards related to Pinnacle's use of the Site. Pinnacle shall be obligated to: (a) make certain recommendations to Landlord regarding the scope and magnitude of use of the Site by Licensees, (b) adopt and implement Pinnacle-approved policies, rules and regulations relating to the Site, the frequency and duration of visits to the Site by any person or persons, including (but not by way of limitation) posting warning or other signs, (c) generate EME exposure guidelines, or (d) adopt and implement any other safety policies, rules and regulations which Pinnacle deems advisable. Landlord acknowledges and understands that one of the consequences of the use of the Site for the installation and operation of RF Equipment by Pinnacle, Licensees and other Site users is that such RF devices generate and radiate EME while in operation. Landlord further

acknowledges that persons who enter the Site may be exposed to levels of EME while present at the Site, especially if such persons are in close proximity to the RF Equipment antennas. Pinnacle agrees to use reasonable efforts to ensure that those who are present upon the Site comply with applicable American National Standards Institute ("ANSI"), Federal Communications Commission ("FCC") regulations set forth at 47 C.F.R. 1.1367(b) or other applicable EME standards, rules and regulations. In the event new, modified or updated ANSI, FCC or other EME standards are adopted and which are applicable to the Site, and which negatively affect the continued operations of the RF Equipment located upon the Site (or affect the current scope or intensity of the use of RF Equipment located upon the Site), Pinnacle shall have the conditional right, at Pinnacle's option, to terminate this Lease upon twelve (12) months prior written notice to Landlord. Pinnacle must first demonstrate the negative effect produced by the modified or updated standards to Landlord and receive Landlord's written consent prior to the terminating this Lease with Landlord's written consent not to be unreasonably withheld.

D. All improvements, equipment or other property attached to or otherwise brought onto the Site shall at all times be the personal property of Pinnacle and/or its Licensees and, unless otherwise agreed upon in writing by Landlord and the recognized owners of said personal property, shall be removed within a reasonable time after the expiration of this Lease.

E. Pinnacle shall have the right to include the Site in Pinnacle's general antenna site marketing efforts on both national and local levels, which efforts are undertaken by Pinnacle to attract potential Licensees to the Site. Landlord, on behalf of its officers, shareholders, employees, successors and assigns hereby grants to Pinnacle and any of its subsidiaries and/or affiliated companies, the right to use any videotapes, slides and/or photograph(s) of the Site, taken either by Pinnacle or supplied to Pinnacle by Landlord for the purpose of advertising and promotion through any media, including, but not limited to print, audiovisual, radio, television, computer program, CD ROM and/or posted on an Internet Web Site. Use of such videotapes, slides and/or photographs shall not be done without the prior written consent of Landlord, such consent not to be unreasonably withheld. Landlord further acknowledges and agrees that Pinnacle will not copyright, reproduce or retouch any of the photographs that are released to it by Landlord for the above-stated purposes without the prior written consent of Landlord.

(5) Term. The initial Term of this Lease shall be five (5) years. This Lease shall automatically renew for an additional five (5) year term according to the same terms and conditions of this Lease, provided Pinnacle is not then in material default under this Lease. This Lease shall automatically renew for an additional five (5) year renewal term according to the same terms and conditions of this Lease, provided Pinnacle is not in material default under this Lease. Both parties contemplate this relationship to consist of the initial term and up to two (2) five (5) year renewal terms.

(6) Termination. A party may terminate this Lease should the other party default and fail to cure said default as described in Paragraph 19 herein within thirty (30) days of receipt of written notice of default.

(7) Rent. Pinnacle will pay rent to Landlord monthly, in advance, an amount equal to 50% of the rent owed Pinnacle by its Licensees. Upon the expiration of this Lease, Landlord shall remit monthly to Pinnacle for a period not to exceed one year a residual fee in an amount equal to 15% of the rent due and payable (hereinafter "Residual Fee") from any Licensee(s) Pinnacle procured as Licensee(s). At any time during the term of this Lease, should Pinnacle have no agreements with Licensees in place, Pinnacle agrees to pay Five Hundred Dollars (\$500.00) per month to Landlord. Pinnacle shall contemporaneously submit copies of all agreements and renewal agreements with Licensees to Landlord for purposes of rental verification.

(8) Liability Insurance.

A. Pinnacle agrees that it shall, at its own cost and expense, maintain during the Term of this Lease, comprehensive public liability insurance, contractual liability insurance and property damage insurance under policies issued by insurers of recognized responsibility, with limits of not less than \$1,000,000.00 for personal injury, bodily injury, sickness, disease or death or for damage or injury or destruction of property (including the loss of use thereof) for any one occurrence. Pinnacle's policies shall name Landlord as an additional insured, and Pinnacle's policies shall be designated as primary. Pinnacle shall deliver, at the request of Landlord, a certificate of such insurance prior to the commencement of the term, and renewal certificates prior to the expiration of each policy. These certificates, as well as insurance policies, required by this paragraph shall contain a provision that coverage will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Landlord.

B. Landlord agrees that it shall, at its own cost and expense, maintain during the Term of this Lease: (1) general property fire, hazard and casualty insurance on the accessory building supporting the Site in amounts sufficient to restore the accessory building in the event of damage to, or destruction of, the accessory building (2) comprehensive public liability insurance, contractual liability insurance and property damage insurance under policies issued by insurers of recognized responsibility, with limits of not less than \$1,000,000.00 for personal injury, bodily injury, sickness, disease or death or for damage or injury or destruction of property (including the loss of use thereof) for any one occurrence. Landlord's policies shall name Pinnacle as an additional insured. Landlord shall deliver, upon written request of Pinnacle, a certificate of such insurance prior to the commencement of the Term, and renewal certificates prior to the expiration of any such policy.

(9) Condition of Site. Upon termination or expiration of this Lease, Pinnacle will surrender the Site to Landlord in good condition except for: (A) reasonable wear and tear; (B) damage due to causes beyond Pinnacle's control.

(10) FCC and FAA Rules.

A. The parties agree that Landlord represents that the existing tower and/or building structures upon the Site are operated in compliance with any applicable lighting and painting rules

and requirements of the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA") (the "FCC/FAA Rules"), and will further indemnify, save and hold Pinnacle and/or its Licensees harmless from and against any and all losses, costs, expenses, fees or liability arising from the existing tower and/or building structure's failure to comply with such FCC/FAA Rules.

Pinnacle shall give Landlord sixty (60) days advance notice of Landlord's failure to comply with said FCC/FAA Rules.

B. The parties agree that Pinnacle shall be solely responsible for ensuring any RF Equipment mounted at the Site by Pinnacle is operated in compliance with any applicable FCC/FAA Rules, and will further indemnify, save and hold Landlord harmless from and against any and all losses, costs, expenses, fees or liability arising from Pinnacle's failure to comply with such FCC/FAA Rules with respect to RF Equipment mounted at the Site by Pinnacle. If Pinnacle shall fail to reimburse Landlord for any amounts expended by Landlord within thirty (30) days of receipt of notice of such expenditure, Landlord shall have the right to immediately terminate this Lease. If this Lease is terminated pursuant to this paragraph, Pinnacle shall not be entitled to any Residual Fees.

(11) Exclusive Management of Site Engineering.

A. If, upon the parties' execution of this Lease, Landlord currently leases a portion of the Site to a party other than Pinnacle for RF Equipment ("Existing User"), Landlord agrees not to permit any Existing User to expand their current use of the Site beyond the uses permitted under such existing lease(s).

B. Unless inconsistent with leases with Existing Users, Landlord agrees that Pinnacle shall have exclusive engineering supervision over Landlord's and its Existing Users (and those holding under them) or any other RF Equipment located on the Site, whether same is owned or operated by or through Landlord or Existing Users. Such supervision shall include (i) frequency coordination and acceptability; (ii) engineering specifications; (iii) establishment of standards and practices consistent with and necessary for the avoidance or elimination of interference; and (iv) acceptability of RF Equipment; and (v) EME emission and/or exposure regulatory compliance issues.

C. Landlord agrees to eliminate in a timely manner (not to exceed seventy-two (72) hours), without cost to Pinnacle, any interference to Pinnacle's operation of RF Equipment resulting from Landlord's or another party's installation of any equipment or machinery on the Site not consistent with an existing lease.

D. Pinnacle agrees not to interfere with RF Equipment owned by anyone holding under Landlord. If Pinnacle should cause such interference, Pinnacle shall eliminate it in a timely manner (not to exceed seventy-two (72) hours) without cost to Landlord. Pinnacle agrees not to interfere

with any existing use of the Site by Landlord.

E. Pinnacle acknowledges that Landlord currently utilizes RF equipment at the Site for its own purposes. Pinnacle agrees Landlord's RF equipment usage at the Site at the current level of usage shall remain in place during the term of this Lease.

(12) Warranty of Title and Right to Lease. Landlord represents and warrants to Pinnacle that: (A) it owns the Site listed on Exhibit A (and the accessory building(s) and other improvements); (B) the Site is accessible over easements appurtenant to such Site (and which easement rights are documented and insurable by a national title insurance company for a reasonable title insurance premium); (C) Landlord has full right to enter into this Lease; (D) Pinnacle shall have quiet and peaceful possession of the Site during the Term; (E) Landlord is prepared to document its interests in the Site, the underlying property and the easement(s) appurtenant thereto; and (F) the Landlord's making of this Lease and the performance thereof will not violate any zoning or other laws, ordinances, restrictive covenants; or the provision of any mortgage, lease or other agreements under which Landlord is bound and which restrict Landlord in any way with respect to the use or disposition of the Site. Should the Site be used as security for a loan under a mortgage, trust deed or other similar instrument, Landlord shall so notify Pinnacle. At Pinnacle's request Landlord shall obtain a Non-Disturbance and Attornment Agreement in form and substance acceptable to Pinnacle from the holder of such security instrument. Landlord further agrees that it shall take no action which may have the effect of frustrating the purpose of this Lease.

(13) Easements. Landlord agrees that, from the date of execution of this Lease, it shall notify Pinnacle before granting, modifying or amending any new or existing easements.

(14) Pinnacle's Right to Maintain Security. Pinnacle, at its sole cost and expense, shall take such actions as are reasonably necessary to secure the Site from tampering, vandalism, damage, destruction or entry by persons not authorized to gain access to the Site.

(15) Maintenance and Repairs; Utilities. Pinnacle shall perform, at its sole cost and expense, all maintenance and repairs necessary to keep the Site in good and tenantable condition. Maintenance encompasses all things reasonably necessary to keep the Site in good and tenantable condition, including, but not limited to, painting and replacement of lighting. Pinnacle shall arrange for all electrical power. The costs of such arrangement and for all consumption shall be borne by Pinnacle.

(16) Damage and Destruction. In the event that the Site shall be partially damaged or destroyed by a fire or other casualty, the Landlord will, with all due diligence and at Landlord's sole cost and expense, repair, restore and rebuild the Site, so that the Site shall be substantially the same as prior to such damage. It is expressly agreed that if a partial destruction shall occur, the rent shall not abate unless the Site is rendered untenable. If the Site is rendered untenable, the rent shall abate from the date of the occurrence of such partial damage or destruction until the Site can

again be used for its intended purposes or until Licensees are required to make regular rental payments to Pinnacle pursuant to their respective agreements, whichever is first to occur.

(17) Environmental Health & Safety. For purposes of this Paragraph:

"Environmental Hazard" shall mean Hazardous Materials (as defined herein), or the storage, handling, production, disposal, treatment or release thereof, fuel storage tanks (and associated piping) power generators and batteries, and EME fields that the FCC regulations set forth at 47 C.F.R. 1.1367(b).

"Hazardous Material" shall mean (a) any hazardous waste, extremely hazardous waste, or restricted hazardous waste, or words of similar import, as defined in the Resource Conservation and Recovery Act (42 U. S.C. § 6901 et seq.) and regulations adopted thereunder; (b) any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act (42 U. S.C. § 9601 et seq.); (c) any toxic substances as defined in the Toxic Substances Control Act (5 U.S.C. § 2601 et seq.); (d) any pollutant as defined in the Clean Water Act (33 U. S.C. § 1251 et seq.); (e) gasoline, petroleum or other hydrocarbon products or by-products; (f) asbestos; (g) polychlorinated biphenyls (PCBs); or (h) any other materials, substances, or wastes subject to environmental regulation under any applicable federal, state or local law, regulation, or ordinance now or hereafter in effect.

"Environmental Health & Safety Requirements" shall mean any federal, state, or local governmental laws or regulations, permits, authorizations, conditions, or fees regulating the installation, operation or management of structures and equipment located at the Site (including power generators, fuel storage tanks, batteries, radio frequency equipment towers or building structures).

"Environmental Health & Safety Liabilities" shall mean any liabilities, penalties, fines, forfeitures, demands, damages, losses, claims, causes of action, suits, judgments, and costs and expenses incidental thereto (including cost of defense, settlement, reasonable attorneys' fees, reasonable consultant's fees and reasonable expert's fees), arising from or based on (a) environmental contamination at or near the Site; and (b) non-compliance, or violation of, Environmental Health and Safety Requirements, and shall include, but not be limited to, liability arising from: (i) any governmental action, order, directive, administrative proceeding, or ruling; (ii) personal or bodily injuries (including death) or damages to any property (including loss of use) or natural resources; and/or (iii) cleanup, remediation, investigation, monitoring or other response action.

A. Landlord represents and warrants that (i) Pinnacle has received true, accurate, complete and current copies of all environmental, health and safety permits, authorizations, notifications, reports, plans and other documentation which are needed to satisfy any applicable Environmental Health and Safety Requirements at the Site, and (ii) the Site covered by this Lease is in full compliance with applicable Environmental Health and Safety Requirements as of the date

of this Lease.

B. In the event Environmental Health and Safety Liabilities associated with the Site are discovered by Pinnacle or any government or private party that notifies Pinnacle after the effective date of this Lease, Pinnacle shall notify Landlord in writing of the discovery of the Environmental Health and Safety Liabilities. Landlord and Pinnacle shall immediately undertake and complete, at their expense and in accordance with applicable laws, rules and regulations, corrective action to cure the Environmental Health and Safety Liabilities. Should Landlord refuse to participate in the completion of corrective action to cure any Environmental Health and Safety Liabilities (unless the Environmental Health and Safety Liabilities are the result of Pinnacle Misconduct) within a reasonable time, Pinnacle shall have the right to (1) report the Environmental Health and Safety Liabilities to any governmental agency, if in Pinnacle's sole judgment, Pinnacle has such a reporting obligation under applicable Environmental Health and Safety Requirements, and (2) terminate this Lease by so notifying Landlord in writing, provided, however, Pinnacle has demonstrated to Landlord's satisfaction that the Environmental Health and Safety Liabilities present at the Site prevent Pinnacle from functioning as described herein. In the event of the termination of this Lease in accordance with this Paragraph, rent shall be prorated to the date of termination.

C. Pinnacle agrees to indemnify and save harmless Landlord (including successors and assigns and present and future officers, directors, employees or agents--collectively "Landlord Indemnitees") from and against any and all Environmental Health and Safety Liabilities which Landlord and Landlord Indemnitees may hereafter suffer, incur, be responsible for or disburse, if the Environmental Health and Safety Liabilities are the result of Pinnacle Misconduct.

D. Landlord agrees to indemnify and hold harmless Pinnacle (including successors and assigns, and present and future officers, directors, employees, and agents--collectively "Pinnacle Indemnitees") from and against any and all Environmental Health and Safety Liabilities which Pinnacle and Pinnacle Indemnitees may hereafter suffer, incur, or be responsible for or disburse, if the Environmental Health and Safety Liabilities are the result of Landlord Misconduct.

E. This Paragraph shall survive the expiration or earlier termination of the Lease.

(18) Indemnification. Pinnacle shall indemnify and hold harmless Landlord from and against any and all claims, suits, causes of action and damages of any kind or nature, directly resulting from, or directly related to the use of the Site by Pinnacle or any of the Licensees and which are proximately caused by the negligent acts or omissions or willful misconduct of Pinnacle, unless such claims or damages are proximately caused by the act, omission or negligence of Landlord, in which case Landlord shall indemnify and hold harmless Pinnacle against any and all claims, suits, causes of action and damages of any kind or nature arising therefrom. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE: (i) TO THE FULLEST EXTENT THAT SAME MAY BE DISCLAIMED, THE PARTIES EXPRESSLY AGREE THAT NEITHER PARTY HERETO SHALL BE RESPONSIBLE FOR OR LIABLE TO THE OTHER (OR, TO THE EXTENT PERMISSIBLE, TO ANY THIRD PARTY) FOR ANY

INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR CHARACTER WHATSOEVER RESULTING FROM, IN CONNECTION WITH, OR ARISING OUT OF (1) THIS LEASE, AND/OR (2) A PARTY'S PERFORMANCE OR NONPERFORMANCE OF ANY OF ITS OBLIGATIONS UNDER THIS LEASE; INCLUDING (BUT NOT BY WAY OF LIMITATION) LOSS OF PROFITS, PROPERTY DAMAGE OR LOSS OF PRODUCTION, WHETHER SUFFERED BY A PARTY HERETO OR BY ANY THIRD PARTY, REGARDLESS AS TO WHETHER OR NOT A PARTY IS MADE AWARE THAT SUCH DAMAGES ARE POSSIBLE OR LIKELY; AND (ii) EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS LEASE IS LIMITED TO A SUM NOT TO EXCEED THE GREATER OF: (A) ONE MILLION DOLLARS (\$1,000,000.00); OR (B) THE TOTAL AMOUNT OF RENTALS PAYABLE BY PINNACLE TO LANDLORD UNDER THIS LEASE OVER THE LIFE OF THE LEASE.

(19) Tenant's Default and Right to Cure. Each of the following shall be deemed a default by Pinnacle and a breach of this Lease: (A) Pinnacle's failure to timely pay rent or any amount due under Paragraph 10 of this Lease within fifteen (15) days of the receipt of written notice; (B) Pinnacle's failure to timely perform any other covenant for a period of thirty (30) days after receipt of notice from Landlord specifying the failure provided, however, no such failure shall be deemed to exist if Pinnacle shall have commenced good faith efforts to rectify the same and provided that such efforts shall be prosecuted to completion with reasonable diligence.

(20) Assignment. Landlord may assign this Lease provided that said assignee agrees to assume and be responsible for Landlord's duties and obligations hereunder. Pinnacle may assign this Lease, provided that said assignee agrees to assume and be responsible for Pinnacle's duties and obligations hereunder. Any assignment of this Lease requires the written consent of the party not seeking the assignment with such consent not to be unreasonably withheld.

(21) Severability. If any provision of this Lease shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall continue to be binding upon the parties and shall be enforceable as though said invalid, illegal, or unenforceable provision were not contained herein.

(22) Benefit. The provisions of this Lease apply to and are binding upon the parties hereto, and their respective heirs, successors, executors, administrators, and assigns (the latter if permitted).

(23) Short Form Lease. Simultaneously with this Lease, the parties will promptly execute duplicate originals of an instrument substantially similar to Exhibit "C", attached hereto and made a part hereof, in recordable form, which will constitute a short form of this Lease setting forth a description of the Site, the term of this Lease, and any portions hereof, excepting the rental provisions.

(24) Subordination. Pinnacle agrees that this Lease and any licenses under this Lease, shall be subordinated to any mortgage or trust deed now or hereafter in force against the Site unless such

document provides otherwise. Landlord agrees, however, that if Pinnacle is not then in material default, such subordinations shall not result in the rights of Pinnacle under this Lease being cut off or affected by foreclosure of any such mortgage or trust deed.

(25) Non-Disturbance and Attornment. Prior to Landlord's sale of the Site or conveying an interest in the Site as collateral for a loan, Landlord hereby agrees to notify Pinnacle, in writing, sixty (60) days prior to the anticipated date of the closing of the sale of the Site and obtain from the prospective purchaser a Non-Disturbance and Attornment Agreement in form and substance reasonably satisfactory to Pinnacle, and provide Pinnacle a copy of said Non-Disturbance and Attornment Agreement, via facsimile, on the closing date. Pinnacle shall thereafter attorn to such prospective purchaser. In the event of such transfer, this Lease and Pinnacle's rights hereunder shall continue undisturbed so long as Pinnacle is not in material default.

(26) Jurisdiction. Any disputes or causes of action at law or in equity arising as a result of the acts or omissions of either party under this Lease shall be governed by the laws of the State of Georgia and shall be brought in the Superior Court of Fayette County.

FILL IN ALL BLANKS. READ THE ENTIRE LEASE AGREEMENT. THIS LEASE CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES AND SHALL SUPERSEDE ALL PRIOR OFFERS, NEGOTIATIONS AND AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS LEASE.

Landlord:

Tenant:

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY, a political subdivision
of the State of Georgia

PINNACLE, INC.

By: *Harold Bost*

By: *Livinia Miller*

Print Name: HAROLD BOST

Print Name: *Livinia Miller*

Print Title: Chairman

Print Title: *Business Development Manager*

Date: *December 9, 1999*

Date: _____

EXHIBIT A

Lease Schedule 1

Legal Description of Site

Note: Landlord and Pinnacle may, at Pinnacle's option, revise this Exhibit A Lease Schedule 1 to accurately reflect the legal description of the Site as may be determined by a survey, and/or an "as-built" construction drawing of the Site. Any and all such revisions shall be subject to written approval of both parties to this Agreement.

The Site is commonly known as: _____

located at: _____

EXHIBIT A

Lease Schedule 2

Legal Description of Easement

Note: Landlord and Pinnacle may, at Pinnacle's option, revise this Exhibit A Lease Schedule 2 to accurately reflect the legal description of the Easement as may be determined by a survey, and/or an "as-built" construction drawing of the Easement. Any and all such revisions shall be subject to the written approval of both parties to this Agreement.

EXHIBIT B

(INSERT COPY OF EXISTING USER LEASE(S))

EXHIBIT C

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is executed this 9 day of December, 1999, by Fayette County, a _____ ("Landlord") and Pinnacle, Inc. ("Pinnacle") and evidences that on the 9 day of December, 1999 an Antenna Site Lease Agreement ("Lease") was entered into by and between Landlord and Pinnacle.

1. Lease Term. The term of the Lease shall be Five (5) years commencing on the 1 day of January, 2000 ("Commencement Date") and terminating at midnight on the fifth anniversary of the Commencement Date ("Initial Term"). Pinnacle has the right under the terms of the Lease to extend the Lease for an additional five (5) year term ("Renewal Term"). Further, Pinnacle has the right under the terms of the Lease to extend the Lease for an additional five (5) year renewal term ("Second Renewal Term").

2. Site. Subject to the terms of the Lease Landlord has leased to Pinnacle the use of portion of the real property described in Schedule 1 attached hereto ("Site") and Landlord has granted unto Pinnacle for the Initial Term and any Renewal Term an easement for ingress, egress and utilities over that property described in Schedule 2 attached hereto ("Easement").

3. Notices. All notices, requests, demands, and other communications to the

Landlord or or Pinnacle shall be made at the following addresses:

Lessor:

Pinnacle:

Board of Commissioners of
Fayette County, Georgia
140 W. Stonewall Ave. Suite 100
Fayetteville, Georgia 30214
Attn: Chairman

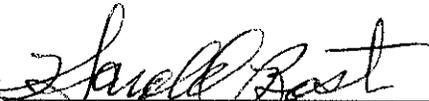
Pinnacle, Inc.
1549 Ringling Blvd. Third Floor
Sarasota, Florida 34236
Attn: General Manager

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

BOARD OF COMMISSIONERS
OF FAYETTE COUNTY, a political
subdivision of the State of Georgia

PINNACLE, INC.

By:


HAROLD BOST

By:



Its: Chairman

Its: _____

STATE OF GEORGIA
COUNTY OF FAYETTE

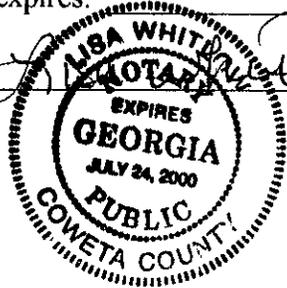
I, the undersigned, a Notary Public in and for said State and County, hereby certify that Harold Bost, a _____, whose name is signed to the foregoing Memorandum of Lease, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 9 day of December, 1999

Witness: Deni A. [Signature]

My commission expires:

Notary Public: [Signature]



STATE OF GEORGIA
COUNTY OF FAYETTE

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Livinia Miller, a _____, whose name is signed to the foregoing Memorandum of Lease, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 01 day of December, 1999.

Witness:

Dana H. Clark

Notary Public, Rockdale County, Georgia
My Commission Expires March 7, 2003

My commission expires: _____

Notary Public:

Charles M. Kopf

EXHIBIT C
SCHEDULE 1

LEGAL DESCRIPTION OF
THE SITE

EXHIBIT C
SCHEDULE 2

LEGAL DESCRIPTION OF
THE EASEMENT

EXHIBIT B

CROWN CASTLE LETTER REQUESTING

EXTENSION FOR WIRELESS TOWER SITE LEASE



Crown Castle
301 North Cattlemen Road, Suite 200
Sarasota, FL 34232

June 29, 2015

SENT VIA E-MAIL

Steven Rapson, CPA
County Administrator
Fayette County Government
140 Stonewall Avenue West, Ste 100
Fayetteville, GA 30214
(770) 305-5100
srapsom@fayetecountyga.gov

RE: Extension for Wireless Tower Site Lease
110 Volunteer Way (south of McDonough Road), Fayetteville, GA
(Crown Castle Site #871719)

Dear Mr. Rapson:

Thank you for reviewing this proposal to extend the existing Lease for the above-referenced cell tower on County-owned land. This letter sets forth the proposed terms for the extension which would modify, among other things, the length of the term in the current Lease. The following amendments are proposed:

1. **Additional Time.** The Lease will automatically be extended, without need of any further documentation, for two (2) additional five (5) year terms (the "Renewal Terms") unless Lessee provides Lessor with notice of its intention not to renew at least ninety (90) days prior to the expiration of the initial term or the then current renewal term.

2. **Right of First Refusal.** If the Landlord receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Landlord's interest in the Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the Lease area, or Landlord's interest in the Lease, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest on the same terms and conditions.

3. **One-time Bonus Payment.** In consideration of Landlord's execution and delivery of the document, Tenant will pay Landlord a total of \$10,000 within sixty (60) days of full execution.

No other changes to the existing Lease are proposed. If these general terms can be supported, our staff can draft formal language for your review and comment.

Thank you for your assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Philip Lazzara', with a long horizontal flourish extending to the right.

Philip Lazzara
Crown Castle
(941) 309-1613