

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

July 9, 2020
6:30 p.m.

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2nd and 4th Thursday of each month at 6:30 p.m.

Call to Order
Invocation and Pledge of Allegiance by Commissioner Edward Gibbons
Acceptance of Agenda

PROCLAMATION/RECOGNITION:

PUBLIC HEARING:

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.

CONSENT AGENDA:

1. Approval of the June 25, 2020 Board of Commissioners Meeting Minutes. (pgs. 3-7)

OLD BUSINESS:

NEW BUSINESS:

2. Consideration of a recommendation from the Selection Committee comprised of Commissioner Randy Ognio and Commissioner Charles Oddo, to reappoint Elizabeth Morgan to a term beginning July 1, 2020 and expiring June 30, 2023 to the McIntosh Trail Community Service Board. (pgs. 8-21)
3. Consideration of the County Attorney's recommendation to approve a disposition of tax refund, as requested by Nelda Edwards, for tax years 2017, 2018 and 2019 in the amount of \$192.95. (pgs. 22-26)
4. Consideration of the County Attorney's recommendation to approve a disposition of tax refund, as requested by Cynthia Mussell on behalf of D.R. Horton-Crowne, for tax year 2018 in the amount of \$23.18. (pgs. 27-32)
5. Consideration of a Disclosure Letter of Municipal Advisor Agreement between Fayette County and Raymond James & Associates to provide financial advice regarding the public health building. (pgs. 33-43)

ADMINISTRATOR'S REPORTS:

ATTORNEY'S REPORTS:

COMMISSIONERS' REPORTS:

EXECUTIVE SESSION:

ADJOURNMENT:

BOARD OF COUNTY COMMISSIONERS

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

Consent #1



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

June 25, 2020

6:30 p.m.

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2nd and 4th Thursday of each month at 6:30 p.m.

Call to Order

Chairman Randy Ognio called the June 25, 2020 Board of Commissioners meeting to order at 6:30 p.m. A quorum of the Board was present.

Invocation and Pledge of Allegiance by Commissioner Charles Rousseau

Commissioner Charles Rousseau 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:

1. Recognition of Fayette County State Court Interns.

State Court Judge Jason Thompson, on behalf of the Board recognized State Court student interns. Fayette State Court had the opportunity to host several internships during the 2019-2020 school year. Judge Thompson acknowledged the hard work and dedication of high school students: Iyanna Flores and Erin Rogers, undergraduate student: Keagan Galbraith, and Law School students: Francis Han and Cameron Lovell, and Avery Minnick.

PUBLIC HEARING:

2. Second of two Public Hearings on Fayette County's proposed annual budget for Fiscal Year 2021 which begins on July 1, 2020 and ends June 30, 2021 and approval of staff's recommendation to adopt the proposed Fiscal Year 2021 Annual Budget.

Chief Financial Officer, Sheryl Weinmann stated that the request was to approve the proposed Fiscal Year 2021 Annual Budget and approve of staff's recommendation to adopt the proposed Fiscal Year 2021 Annual Budget. Ms. Weinmann added that the proposed Fiscal Year 2021 Annual Budget presentation was the same as presented at the first Public Hearing on June 11, 2020. Ms. Weinmann stated that the General Fund Balance Financial Projection for FY2020 was \$30,517,954 which was reviewed at the previous Public Hearing. Ms. Weinmann highlighted that \$2M had been set aside for the Health Department Building and that the Capital Improvement Project Fund was set at \$6.3M.

Commissioner Gibbons ask for clarification regarding how much would the County be contributing towards the Health Department Building project.

County Administrator Steve Rapson stated that the financial breakdown for the Health Department Building project would be a total cost of about \$5.2M. Mr. Rapson continued, stating that the Fayette County Public Health Board would contribute \$1M, the Women, Infants, and Children (WIC) Department would contribute \$436,000 upfront, and Fayette County would contribute \$2M. The shortfall would be financed and paid over a 10-year period.

Ms. Weinmann stated that the six revisions presented to the Board at the June 11, 2020 Public Hearing was now incorporated into the proposed Fiscal Year 2021. Ms. Weinmann stated that these revisions changed the fiscal year 2021 Budget Summary Impact of the Fund Balance from \$405,133 to \$255,167. Ms. Weinmann stated that the revisions discussed at the June 11, 2020 Public Hearing involved the Fayette County Sheriff's Office, property and casualty insurance costs, the Water System - private water system acquisitions, the Water System – North Georgia Water District membership dues, Fayette County Bicentennial Anniversary celebration expenses, and the Griffin Judicial Circuit. Ms. Weinmann stated that there was one additional revision which was related to the approval of the \$250k towards accumulating funds for the acquisition of residential private water systems. Ms. Weinmann stated that the proposed revision would be to set aside the full \$1M which would be the 250k/year allotment for FY2022-FY2025. Ms. Weinmann stated that this revision would impact the Water System 5-Year (Capital Improvement Project (CIP) budget.

Ms. Weinmann stated that although digest numbers would not be received until July or August an estimated millage rate for unincorporated Fayette County would decrease from 4.392 to 4.270 taking advantage of a rollback.

Mr. Rapson stated that each of the municipalities within Fayette County had advised that their millage rates would remain the same. Mr. Rapson stated that based on Georgia law these rates would however be advertised as property tax increases. Mr. Rapson stated that because the County had a full rollback it would not be considered a property tax increase thus a decreased millage rate

Ms. Weinmann reiterated that these were estimates and were subject to change once final numbers were received.

Commissioner Rousseau seeking clarification asked if the Brooks water system acquisition was being approved as a part of the Budget.

Mr. Rapson stated that the County currently had an Intergovernmental Agreement (IGA) with the Town of Brooks regarding its water system that would go unchanged. Mr. Rapson stated that there were no plans to move forward regarding acquisition of the Town of Brooks private water system. Mr. Rapson stated however, the County would use some of the \$250k allotment to evaluate and assess the Town of Brooks water system. Mr. Rapson stated that this evaluation would be used to develop a private water system acquisition priority list to be presented to the Board.

Commissioner Gibbons moved to approve the adoption of the proposed Fiscal Year 2021 Annual Budget. Vice-Chairman Oddo seconded. The motion passed 5-0.

PUBLIC COMMENT:

Lee Hearn the incoming District 2 Commissioner expressed his appreciation for Chairman Ognio for his dedication and service to the citizens of Fayette County. Mr. Hearn stated that as a former County employee he had a soft spot for current County employees, and would work to be a voice for them during his time as a Commissioner. Mr. Hearn expressed his eagerness to begin his tenure as Commissioner and his desire to gain a better understanding of the day-to-day operations of the County.

CONSENT AGENDA:

Vice Chairman Oddo moved to accept the Consent Agenda as written with the exception of item #7. Commissioner Gibbons seconded. The motion passed 5-0.

3. **Approval to add Canoe Club at Waterlace Pod F subdivision to Fayette County's Street Light Program.**
4. **Approval to award Contract #1819-B to Peek Pavement Markings for an annual contract for pavement striping services to be used on various projects throughout fiscal year 2021 for total award amount of \$178,927.50.**
5. **Approval to award Contract #1821-B to Atlanta Paving & Concrete Construction Inc. for an annual contract for asphalt milling services to be used on various projects throughout fiscal year 2021, for the not-to-exceed amount of \$102,174.**
6. **Approval to award annual bid #1644-B to Faultless Business Center as primary vendor and Rock-It Sand & Gravel, Inc. as secondary vendor for dump truck hauling services for fiscal year 2021 for a total award amount of \$156,410.**
7. **Approval of the June 11, 2020 Board of Commissioners Meeting Minutes.**

Commissioner Rousseau stated that the last sentence of the first paragraph under item #11 of the Minutes should read, "Commissioner Rousseau stated that Former State Legislator Virgil Fludd represented this community for over fourteen years and had proposed similar legislation during his tenure as a State Legislator."

Commissioner Rousseau moved to approve the June 11, 2020 Board of Commissioners Meeting Minutes with noted amendment. Vice-Chairman Oddo seconded. The motion passed 5-0.

OLD BUSINESS:

NEW BUSINESS:

8. **Consideration of staff's recommendation to award the FY2021 Property & Casualty Insurance coverage of \$570,587 to AmGuard, Liberty Mutual and Hiscox Cyber.**

Purchasing Director Ted Burgess stated that Property & Casualty insurance was solicited and negotiated each year. Mr. Burgess stated that property & casualty insurance proposals are obtained through an insurance broker/agent. The County's Broker of Record provided quotes from carriers' applications for the County's consideration. Mr. Burgess stated that the total cost for Fiscal Year 2021 Property & Casualty Insurance coverage was \$570,587. Mr. Burgess noted that this included about a 5% premium increase, however, that was relatively minimal considering that the typical premium increase was between 8%-12%.

Vice-Chairman Oddo stated that he appreciated the minimal increases from year to year related to the Property & Casualty Insurance coverage, and acknowledged the hard work it took to keep cost low.

Vice-Chairman Oddo moved to approve to award the FY2021 Property & Casualty Insurance coverage of \$570,587 to AmGuard, Liberty Mutual and Hiscox Cyber. Commissioner Rousseau seconded. The motion passed 5-0.

9. **Consideration of staff's recommendation to renew Contract #1806-S; Motorola Service and Maintenance Agreement for fiscal year 2021, in the amount of \$536,611.36.**

911 Director Katye Vogt stated that the proposed Motorola contract renewal would provide maintenance for the SmartZone 4.1 system, UPS systems to ensure an uninterrupted power supply, and the MOSCAD weather warning siren system. Mrs. Vogt stated that it was recommended to renew the Motorola Service and Maintenance Contract for Fiscal Year 2021 in order to maintain seamless services to the community.

Commissioner Gibbons moved to approve recommendation to renew Contract #1806-S; Motorola Service and Maintenance Agreement for fiscal year 2021, in the amount of \$536,611.36. Vice-Chairman Oddo seconded. The motion passed 5-0.

ADMINISTRATOR'S REPORTS:

Carbyne System Launch

Mrs. Vogt announced that as of 12:00 p.m. June 25, 2020, all administrative and 911 calls were going through the new Carbyne system. Mrs. Vogt stated that Fayette County was the first agency/entity in the world to be on the Carbyne system. Mrs. Vogt stated that 911 has spent the last few weeks conducting very detailed high impact testing.

Chairman Ognio asked if there was an app available for the public to download.

Mrs. Vogt stated yes that there was an app available, however, it was not required. Mrs. Vogt stated that there was additional public service information to be released soon advising Fayette County citizens about the new system.

Mrs. Rapson stated that a Press Release would be issued regarding the integration of the Carbyne system. Mr. Rapson expressed his appreciation for 911 staff, Carbyne, and AT&T for their hard work and dedication in working to get the Carbyne system launched.

Vice-Chairman Oddo asked for a brief overview of the Carbyne system as a refresher for the citizens unfamiliar with the new system.

Mr. Rapson stated that the Carbyne system would change the way 911 services are delivered throughout the nation. Mr. Rapson stated that currently 911 dispatchers are training to assess voice stress sensitivity. With the Carbyne system, the dispatcher would also be able to see what was happening and can more effectively assess a situation.

Mrs. Vogt added that along with the video feature, the Carbyne system location accuracy was superb and was a vital tool in an emergency situation where an individual was unable to speak.

ATTORNEY'S REPORTS:

Notice of Executive Session: County Attorney Dennis Davenport stated that there were three items for Executive Session. One (1) item of Real Estate acquisition, One (1) item of Pending Litigation, and the review of the Executive Session Minutes for May 28, 2020.

COMMISSIONERS' REPORTS:

Vice-Chairman Oddo

Vice-Chairman Oddo thanked staff for an excellent job on developing the budget, he expressed his appreciation for their efforts and hard work. Vice-Chairman Oddo stated that he had been anxiously waiting and was happy to hear Carbyne had gone live.

Commissioner Gibbons

Commissioner Gibbons expressed his appreciation to Mr. Rapson and staff for a job well done on the Fiscal Year 2021 budget. Commissioner Gibbons stated that the County was providing a good retirement system for its employees and adequate health insurance as well as providing excellent services to Fayette County citizens all without increasing taxes at County level. Commissioner Gibbons expressed his appreciation for the 911 team for their hard work and dedication in facilitating the launch of the Carbyne system. Commissioner Gibbons expressed his appreciation for Law Enforcement Officers for the services they provide. Commissioner Gibbons offered his prayers and condolences to the families of Law Enforcement Officers who had lost their lives in the line of duty.

Chairman Ognio

Chairman Ognio encouraged all citizens who had not completed their census survey to go online and complete it, the County was currently at 73.5% which was the highest in the state. Chairman Ognio thanked staff for their hard work in developing the budget. Chairman wished everyone a Happy 4th of July and admonished all to be careful when using fireworks. Chairman Ognio stated that there was newly proposed Senate Resolution 841 regarding casinos in the State of Georgia, he encouraged all citizens if they have any questions or concerns to reach out to their State Representatives.

EXECUTIVE SESSION:

Notice of Executive Session: County Attorney Dennis Davenport stated that there were three items for Executive Session. One (1) item of Real Estate acquisition, One (1) item of Pending Litigation, and the review of the Executive Session Minutes for May 28, 2020.

Commissioner Rousseau moved to go into Executive Session. Vice-Chairman Oddo seconded. The motion passed 5-0.

The Board recessed into Executive Session at 7:11 p.m. and returned to Official Session at 7:20 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. The motion passed 5-0.

ADJOURNMENT:

Vice Chairman Oddo moved to adjourn the June 25, 2020 Board of Commissioners Meeting. Commissioner Gibbons seconded. The motion passed 5-0.

The June 25, 2020 Board of Commissioners Meeting adjourned at 7:21 p.m.

Marlena Edwards, Deputy County Clerk

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 9th day of July 2020. Referenced attachments are available upon request at the County Clerk's Office.

Marlena Edwards, Deputy County Clerk

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of a recommendation from the Selection Committee comprised of Commissioner Randy Ognio and Commissioner Charles Oddo, to reappoint Elizabeth Morgan to a term beginning July 1, 2020 and expiring June 30, 2023 to the McIntosh Trail Community Service Board.

Background/History/Details:

The McIntosh Trail Community Service Board is a public entity created by the Georgia legislature in 1993 to provide for mental health, developmental disability, and addictive disease services to residents living in Butts, Fayette, Henry, Lamar, Pike, Spalding and Upson Counties. The mission of the McIntosh Trail Community Service Board is to offer individuals experiencing symptoms associated with mental illness, addictive disease and/or developmental disability the hope for optimal functioning by providing quality behavioral health services and supports. The McIntosh Trail Community Service Board is comprised of fifteen members appointed from each of the seven counties of which Fayette County has three members. Two of the Fayette County's members are appointed from the citizenry by the Fayette County Board of Commissioners and the other member is required to be an elected official or designated county appointee.

One available position was advertised and two citizens responded to the advertisement. The Selection Committee interviewed the applicants and is making the recommendation to the Board of Commissioners for approval. Mr. Ted Kirk, Chairman of the Region Six Mental Health, Developmental Disabilities, and Addictive Diseases Regional Planning Board.

Elizabeth Morgan was first appointed to serve in July 2017.

What action are you seeking from the Board of Commissioners?

Approval to reappoint Elizabeth Morgan to a term beginning July 1, 2020 and expiring June 30, 2023 to the McIntosh Trail Community Service Board.

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:

SELECTION COMMITTEE
McIntosh Trails Community Service Board

Chairman Randy Ognio
Vice-Chairman Charles Oddo

FAYETTE COUNTY, GEORGIA

140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214



MINUTES
McIntosh Trails Community Service Board
June 24, 2020

The Selection Committee for the McIntosh Trails Community Service Board, comprised of Chairman Randy Ognio and Vice Chairman Charles Oddo, convened June 24, 2020, to interview two applicants, for one open position. Mr. Ted Kirk, Chairman of the Region Six Mental Health Board, assisted with the interviews.

The Selection Committee interviewed:

Ms. Elizabeth M. Morgan, 3:35 - 3:55 pm
Ms. Deborah S. Smith, 4:05 - 4:20 pm

Ms. Elizabeth Morgan was chosen as the Committee's nomination to the full Board of Commissioners, to fill the term beginning July 1, 2020, and ending June 30, 2023.

The Selection Committee adjourned at 4:35 pm

Chairman Randy Ognio

Vice-Chairman Charles Oddo

RECEIVED
MAY 05 2020
BY: [Signature]

APPLICATION FOR APPOINTMENT McIntosh Trail Community Service Board

Thank you for your interest in being considered as Fayette County's appointment to the McIntosh Trail Community Service Board.

McIntosh Trail Community Service Board members represent seven counties throughout central-western Georgia to terms which generally last three years. Meetings are typically held once every month anywhere within its seven-county district. Please do not apply if you will be unable to attend a minimum of eighty percent (80%) of all meetings.

Please take a few minutes to complete the application and return it with a resume, if available, to Tameca P. White, County Clerk, via email at twhite@fayettecountyga.gov or at 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 no later than 5:00 p.m. on May 15, 2020.

If you have any questions, please call (770) 305-5103.

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

NAME : Elizabeth M. Morgan

ADDRESS : 225 Pine Knott Rd

Fayetteville, GA 30214 +

TELEPHONE : (cell) [Redacted] (home)

EMAIL ADDRESS : [Redacted]

Elizabeth Morgan _____
Signature Date May 5, 2020



APPLICATION FOR APPOINTMENT McIntosh Trail Community Service Board

1. How long have you been a resident of Fayette County?
21 years

2. Why are you interested in serving on the McIntosh Trail Community Service Board?
I am interested in serving because I want to support and reach more individuals in our county by raising awareness about the services McIntosh Trail CSB provides. I would also like to grow the county relationships between the CSB, law enforcement, the judicial system, and other community service providers to improve the success rate for those who use these programs and services.

3. What qualifications and experience do you possess for appointment to the McIntosh Trail Community Service Board?
 - **I have been a McIntosh Trail CSB board member for the past 2 years and have a good understanding of the programs and services McIntosh Trail offers, the clientele they serve, and the limitations they face.**
 - **I am a mental health advocate and an active member of NAMI Georgia. I facilitate a monthly Family support group in Tyrone GA and have taught NAMI Family to Family classes in Fayette, Douglas, DeKalb, and Henry County. As a CIT advocate, I've hosted crisis intervention training law enforcement in Georgia. I am also a lead presenter for the "Ending the Silence" program being taught throughout Georgia to educate students, teachers, and parents on mental health.**
 - **I have worked in the private sector for over 25 years holding various leadership positions in information technology, marketing, and finance. I also had a short consulting tenure with the Atlanta Housing Authority where I learned a great deal about community-based services for low-income housing recipients. I understand the business challenges McIntosh Trail CSB faces and can apply expertise on how to balance the two goals of providing a quality service and managing cost.**

4. List your recent employment experiences to include name of company and position.
(Please see attached resume for details)
Senior Commercial Manager – SITA (Société Internationale de Télécommunications Aéronautique)
Director Relocation Services – Atlanta Housing Authority
General Manager, Consumer Marketing – Delta Air Lines

5. Do you have any past experience relating to the McIntosh Trail Community Service Board? If so, please describe.
Yes. I have been a board member for the past 2 ½ years.

6. Are you currently serving on a commission/board/authority or in an elected capacity with any government?
Only as a board member for McIntosh Trail CSB, commission is due to expire June 30, 2020.

7. Have you attended any McIntosh Trail Community Service Board meetings in the last two years and, if so, how many?
Yes. Monthly or as scheduled for the past two years.

8. Are you willing to attend seminars or continuing education classes at county expense?

Yes

9. What is your vision of the county's future related to the duties of the McIntosh Trail Community Service Board?
Financial investment from the county is essential. Funding is an indication of how important something is to the community and our funding of McIntosh Trail has not been growing at the same rate as the county population. What I'd really like is to form a coalition to look at all the funded, similar services in Fayette County and evaluate how these groups can better work together to meet the needs of the community. I think each organization is working hard but towards their own goals, and if we all worked together, we'd be able to help more people with the same investment.

Expanded Partnerships. Improved county alliance and partnership with McIntosh Trail by promoting existing services and developing new ones to fit the growing needs of the county. There's already been a good deal of success partnering with the police, transporting individuals to Pinewood Behavioral Center versus jail. A mental health court is a good opportunity to reduce jail costs, achieve better success at recovery, and free up police officers to focus on more high-priority crimes. It's already working in Henry and Spaulding counties.

Housing. There is also a big gap in housing options in Fayette County for both the developmentally disabled and those with mental health conditions. This is an area that needs local, political support.

10. Would there be any possible conflict of interest between your employment or your family and you serving on the McIntosh Trail Community Service Board?

No. I have a family member who uses the services of McIntosh Trail CSB, but there has never been a conflict.

11. Are you in any way related to a County Elected Official or County employee? If so, please describe.

No

12. Describe your current community involvement.

Family Support Facilitator Tyrone GA (NAMI)

Family to Family Instructor, Fayette Co (NAMI)

Family and Friends Instructor, Fayette Co (NAMI)

Ending the Silence Presenter - Presented at SCTC in Fayetteville, January 2020

CIT Host Advocate – GPSTC. Hosted Fayette County Sheriff's training in January 2020

Working with GPSTC for community health fair in Fayette County in 2020

Interested in looking into a Mental Health Court for Fayette County. I've approached Fayette County Superior Court Judge but have not confirmed a date to discuss.

13. Have you been given a copy of the county's Ethics Ordinance?

Yes

14. Is there any reason you will not be able to comply with the County's Ethics Ordinance?

No

Elizabeth Morgan

225 Pine Knott Rd. Fayetteville, GA 30214

Phone: [REDACTED] email: [REDACTED]

Linked in: <https://www.linkedin.com/in/liz-morgan-50a5b08>

Profile Summary

Delivery leader and customer advocate with demonstrated success in the air travel and information technology industry. Skilled in business process improvement, customer relationship management (CRM), strategic planning, and program/project management. Effective negotiator with the ability to create and manage long-term partnerships. Strong communication and influencing skills across all levels of the organization.

Experience

SITA, Atlanta, GA

Senior Commercial Manager – Staff Manager

2014 – Present

Responsible for sourcing, negotiating, and contracting a portfolio of 100+ suppliers worldwide with an annual spend of \$40M.

- Contract Management - Renegotiations and renewals achieved \$3M in savings in 2018.
- Relationship and Performance Management - Centralized vendor activities into a single vendor management office, established risk and performance measurements to improve quality and strengthen relationships.
- Manage, track and report departmental strategic plan. Facilitate leadership meetings, drive action items and manage resource planning.

Senior Program / Product Manager

2006 – 2014

Directed large, complex programs in the areas of customer delivery, software development, and process re-engineering.

Program Recovery eCommerce Implementation - Created a cross-functional program structure centered around the customer. Successfully redefined the end-to-end delivery process resulting in faster speed to market and less rework.

Customer Strategy & Technology Delivery – Drove the adoption of service-oriented architecture for over 80 airlines. Built a high-performing global team and produced communication strategies to accelerate customer migration. Designed automated tools to gather, track, and manage large scale deployments. Launched 3 beta implementations in 2012.

Product Management – Planned customer loyalty solutions and managed the product P&L. Completed due diligence activities and sold the idea for a strategic partnership designed to replace SITA's loyalty product. The new product launched in 2009 and has since achieved a 19% improvement in the product P&L.

DRAPER AND ASSOCIATES, Atlanta, GA

Senior Consultant & Director of Relocation Svcs – Atlanta Housing Authority (AHA)

2005 - 2006

Drove client movement from AHA Projects to affordable housing by directing and supervising a team of nine direct reports. Effectively partnered with suppliers to provide skilled and compassionate services to large, diverse, inter-city communities.

- Implemented processes and data reporting methods that effectively tracked compliance with U.S. Housing & Urban Development (HUD) requirements. Successfully relocated 700+ clients in 2006.

DELTA AIRLINES, Atlanta, GA**General Manager – Customer Loyalty****2001 – 2005**

Responsible for customer acquisition, retention, and operational delivery of programs to evolve and grow the Delta SkyMiles® loyalty program.

- Created customer recognition events and developed differentiated services for high value customers.
- Redesigned the way members earn miles and status by introducing a customer value measurement.
- Reduced costs and improved customer service through standardized, self-service delivery products. <http://www.newsweek.com/travel-its-double-or-nothing-126021>
- Managed mileage programs and promotions. <http://www.nytimes.com/2004/11/15/giving/giving-up-your-seat-to-someone-in-need.html? r=0>

Systems Manager – Reservation Sales and Service, Call Center Operations**1998 - 2001**

Managed the project management office (PMO) for all projects impacting 8 domestic and 3 international call centers. Led a team of 15 project managers.

Manager – Project Management Learning Systems**1995 - 1998**

Launched the corporate project management office, and “Delta Certification in Project Management” program (DCPM). The program was awarded 30 CEUs by the council on continuing education.

Additional Positions: Financial analyst, Reservations Sales Agent, Business Technology, Project Manager

Education & Training

Bachelor of Science in Business Administration, Columbia Southern University

Key Training: Corporate Spokesperson (Jackson Spalding Communications),
Product Development Stage/Gate Process (Product Development Institute – Scott Edgett),
Delta University – Problem Solving, Team Building, Continuous Improvement (CIT), Leadership Training
Technical Experience – MSEXcel, MSWord, MSPowerpoint, Loyalty Systems and eCommerce

Certifications

PMP Certification, Project Management Institute, through 2021
George Washington University, Masters Certificate in Project Management

Professional Awards & Volunteer Work

Project Management Institute (PMI) Mentor –Individual (2005) and Non-Profit (Points of Light, 2016)
MLX Program Alumni (SITA’s High Potential Leadership Training Program, 2015)
Delta Winners Circle Award (Most Successful Marketing Team, 1997)

National Alliance on Mental Illness (NAMI) – Family to Family Instructor, Family Support Group Facilitator, Crisis Intervention Team (CIT) Advocate, Ending the Silence Lead Presenter

McIntosh Trail Community Service Board – Board Member 2018-2020

Childrens Health Center of Atlanta - Volunteer



RECEIVED
MAY 14 2020
BY: VO

APPLICATION FOR APPOINTMENT
McIntosh Trail Community Service Board

Thank you for your interest in being considered as Fayette County's appointment to the **McIntosh Trail Community Service Board**.

McIntosh Trail Community Service Board members represent seven counties throughout central-western Georgia to terms which generally last three years. Meetings are typically held once every month anywhere within its seven-county district. Please do not apply if you will be unable to attend a minimum of eighty percent (80%) of all meetings.

Please take a few minutes to complete the application and return it with a resume, if available, to Tameca P. White, County Clerk, via email at twhite@fayettecountyga.gov or at 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 **no later than 5:00 p.m. on May 15, 2020**.

If you have any questions, please call (770) 305-5103.

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

NAME : Deborah S. Smith

ADDRESS : 594 Mc Dade Street
Tyrone GA 30290

TELEPHONE : (cell) [REDACTED] (home) _____

EMAIL ADDRESS : [REDACTED]

Deborah S. Smith
Signature

may 14, 2020
Date

Application for Appointment McIntosh Trail Community Service Board

Deborah S. Smith, LCSW
594 McDade Street
Tyrone GA 30290
[REDACTED]

- 1. How long have you been a resident of Fayette County?**
We moved to Fayette County in 1998. We lived in Fayetteville for 17 years. We have lived in Tyrone for the past four years.
- 2. Why are you interested in serving on the McIntosh Trail Community Service Board CSB?**
I have always worked in the mental health field. I have also worked with people with cognitive disabilities. I have a strong interest in working on community committees to help bring different types of services to directly benefit others.
- 3. What Qualifications and experiences do you possess for appointment to the McIntosh Trail CSB?**
I have been a social worker for over 30 years. I have lived in this area for many years and have an understanding of the needs of the community. Prior to moving to Fayette County, I worked for another CSB in Houston County.
- 4. List your recent employment experiences to include name of company and position.**
I recently retired as the School Social Worker for the Fayette County outpost of Mainstay Academy. Mainstay Academy is the public school's program that serves students with severe behavior disorders or emotional disabilities. It is a special education program that serves students from Kindergarten to a student's 22nd birthday. I was in this position for over 19 years. Griffin Spalding Schools employed me but my position covered only Fayette County Schools.
Currently, I work part time for Families First in their adoption program as a Home Study Specialist.
- 5. Do you have any past experience relating to the McIntosh Trail CSB?**
I worked with the child and adolescent therapist at the Fayette Counseling Center many times over the years I was a school social worker. There were numerous therapists over the years that served children from our school.
- 6. Are you currently serving on a commission/board/authority or in an elected capacity with any government?**
No
- 7. Have you attended any McIntosh Trail CSB meetings in the last two years?**

No

8. Are you willing to attend seminars or continuing education classes at the county's expense?

Yes

9. What is your vision of the County's future related to the duties of the McIntosh Trail CSB?

I would like for the services to be well known to the people that live in the area so that they would know what services are available to them. I want the people to feel comfortable accessing the services and have and understanding of the services that the CSB has to offer.

10. Would there be any possible conflict of interest between your employment or your family and you serving on the McIntosh CSB?

No

11. Are you in any way related to a County Elected Official or County employee?

No

12. Describe your current community involvement

I am a volunteer poll worker for Fayette County. I recently retired from the school system and worked as a social worker and the lead special education worker for my school program. I interacted with local therapists, private counseling groups, the Department of Family and Children Services, and the Department of Juvenile Justice while in this position.

I work for a private social service agency in their adoption program.

13. Have you been given a copy of the county's Ethics Ordinance?

Yes

14. Is there any reason you will not be able to comply with the county's Ethics Ordinance?

No

Deborah S. Smith, LCSW
594 McDade Street
Tyrone Georgia 30290
[REDACTED]

Experience

Griffin Spalding Board of Education Fayetteville, GA
School Social Worker and LEA October 2000 to May 2019
Social Worker at outpost for GNET program in Fayette County. Crisis intervention, community liaison, social skills training, and psychological services provided to students with severe emotional behavior disorders. Worked with counselors at local high schools to ensure high school students met graduation requirement. Assisted School Test Coordinator with state testing requirements. Also functioned as LEA for the program.

Families First Atlanta, GA
Adoption Worker
Adoption Coordinator April 1999 to October 2000
Supervised Social Workers statewide in their work with Interstate Adoptions. Children who were being adopted through this program were special needs children in the custody of other states. Completed adoption home studies for international and domestic adoptions. Supervised adoption placements. Prepared court documents for adoption finalizations. Continue to work for Families First as a Home Study Specialist.

Phoenix Behavioral Health Center Warner Robins, GA
Social Service Provider April 1998 to November 1998
Family Therapist for Adolescent Substance Abuse program. Liaison to Juvenile Court regarding adolescents and family issues.

Albuquerque Public Schools Albuquerque, NM
School Social Worker August 1994 to May 1997
September 1981 to May 1985
Provided crisis intervention, community liaison, and psychosocial services to special education students and their families. Students ranged in age from 2 years to 21 years old. Worked with school staff to develop appropriate education plans for students. The children served had multiple delays or impairments and were from diverse ethnicities. Provided clinical supervision to other School Social Workers in the district. Served on various School System committees regarding issues such as the implementation of the Medicaid in the Schools Program and developing working relationships with community resources.

Albuquerque Family Health Clinics Albuquerque, NM
Medical Social Worker May 1994 to August 1994
Social Worker for patients in five health clinics located in low income areas of the county.

USAF 63d Medical Group Norton AFB, CA
Behavioral Health Clinic June 1992 to July 1993
Family Advocacy Intervention Specialist
Clinical treatment provided to families with domestic violence or child abuse issues. Taught parenting classes to families referred to the clinic. Case management services to families with chronic medical issues. Conducted base wide briefings regarding family issues.

**Catholic Social Services
of the Miami Valley**

**Coordinator of Foster Care
and Post Adoption Services**

Dayton, OH
July 1986 to November 1991

Coordination of services to children placed in foster care. All children served were infants, toddlers, and preschoolers. The majority of the children had developmentally delays, were failure to thrive, or were born to mothers who were substance abusers. Responsible for all state licensure and training of foster parents. Clinical services provided to adults placed for adoption as children who were seeking information regarding their birth families. Supervised Children's Social Worker position.

**Bernalillo County Department
of Human Resources**

Social Worker

Child Protective Service Worker for Bernalillo County

Albuquerque, NM
April 1981 to September 1981

**Houston County Department of
Family and Children Services**

Caseworker Senior

Child Protective Services Worker for Houston County

Warner Robins, GA
November 1977 to May 1980

Education

University of Alabama
Masters of Social Work

Tuscaloosa, AL

University of Alabama
Bachelors of Social Welfare
cum laude

Tuscaloosa, AL

University of New Mexico

Twelve graduate hours in Early Childhood Intervention coursework

Albuquerque, NM

University West Georgia

Education Leadership Certificate

Carrollton, GA



CHILD PROTECTIVE SERVICES INFORMATION SYSTEM (CHILD ABUSE REGISTRY) SCREENING REQUEST INFORMATION

This form is to request a screening to check if an individual is in the Child Protective Services Information System.

REQUESTOR'S ROLE

<p>PLEASE CHECK ONLY ONE:</p> <p><input type="checkbox"/> An individual who wants to check the registry to see whether or not his/her name is listed. (Please provide Driver's License, State ID, Passport, or Military ID)</p> <p><input type="checkbox"/> A Georgia CPS investigator who has investigated or is investigating a case of possible child abuse who shall only be provided information relating to that case for purposes of using that information in such investigation.</p> <p><input type="checkbox"/> A state or government agency of this state or any other states, which license entities that have interactions with children or are responsible for providing care for children, which shall only be provided information for purposes of licensing or employment of a specific individual.</p> <p><input type="checkbox"/> Licensed entities in this state, which interact with children or are responsible for providing care for children, which shall only be provided information for purposes of licensing or employment of a specific individual.</p>	<p>DATE :</p>
--	----------------------

AGENCY REQUESTING SCREENING INFORMATION

NAME & JOB TITLE Rebecca Hallum, Compliance Manager	TEL # 404- 853-2852	EMAIL ADDRESS rebecca.hallum@familiesfirst.org
NAME OF AGENCY Families First, Inc.	STREET ADDRESS 80 Joseph E. Lowery Blvd NW	CITY/STATE/ZIP CODE Atlanta, GA 30314

SCREENING RESULTS TO BE SENT TO:

NAME Ruth Neill	TEL # 404-853-2866	EMAIL ADDRESS ruth.neill@familiesfirst.org
NAME OF AGENCY (if applicable) Families First, Inc.	STREET ADDRESS 80 Joseph E. Lowery Blvd., NW	CITY/STATE/ZIP CODE Atlanta, GA 30314

INFORMATION ON PERSON TO BE SCREENED (APPLICANT)

NAME/ALIAS (First, Middle, Last) Deborah Scott Smith	TEL # [REDACTED]	EMAIL ADDRESS ls
MAIDEN NAME *If you have been married, you have to provide this information. Scott	OTHER NAMES USED IN PAST Deborah Jeanne Scott	
CURRENT STREET ADDRESS 594 McDade St	CITY/STATE/ZIP CODE Tyrone GA 30290	COUNTY Fayette
DATE OF BIRTH [REDACTED] 1955	SSN# (IF KNOWN) [REDACTED]	SEX F
RACE non-hispanic	ETHNICITY Caucasian	

SELF-SCREENING VALIDATION (TO BE COMPLETED BY DFCS STAFF MEMBER ONLY)

NAME (First, Middle, Last)	JOB TITLE	DATE REQUEST WAS RECEIVED	DATE REQUEST SUBMITTED
COUNTY VALIDATING IDENTIFICATION	PHONE NUMBER	E-MAIL ADDRESS	ID VALIDATION <input type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Military ID <input type="checkbox"/> State ID

Please copy and upload identification, and upload it along with this form.

IN ORDER TO VERIFY THAT YOU ARE THE REQUESTING AGENCY, PLEASE SUBMIT A WRITTEN REQUEST ON AGENCY LETTERHEAD ALONG WITH THIS FORM TO THE GEORGIA CHILD ABUSE REGISTRY. PLEASE SPECIFY IF YOU ARE REQUESTING THE INFORMATION FOR THE PURPOSE OF LICENSING, EMPLOYMENT, OR A SPECIFIC INDIVIDUAL.

SIGNATURE OF REQUESTOR Ruth Neill -	DATE
---	------

X Sign Here *Deborah S Smith*

Date: *Jan 16, 2020*



Board of Commissioners
140 Stonewall Avenue West, Ste. 100
Fayetteville, Georgia 30214
770-305-5100
www.fayettecountyga.gov

June 24, 2020

Ms. Elizabeth M. Morgan
225 Pine Knott Road
Fayetteville, GA 30214

Dear Ms. Morgan:

Thank you for your interest in being considered for appointment to the McIntosh Trail Community Service Board. We appreciate your continued desire to serve.

We would like to inform you that we are making a recommendation to the Board of Commissioners for your reappointment based on your knowledge and accomplishments on the Board, your personal commitment, and your passion for this area of need.

This reappointment is contingent on a vote from the Board of Commissioners. The next step is to bring this recommendation before the Board of Commissioners during our July 9, 2020 Board of Commissioners meeting. This meeting will take place at 140 Stonewall Avenue West, Fayetteville, Georgia, in the Public Meeting Room.

We invite you to attend should the Board wish to ask you questions.

It was a pleasure meeting with you.

Sincerely,

Randy Ognio
Chairman

Charles W. Oddo
Vice Chairman

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 disposition of tax refund, as requested by Nelda Edwards, for tax years 2017, 2018 and 2019 in the amount of \$192.95.

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 this request.

What action are you seeking from the Board of Commissioners?

Approval of a disposition of tax refund, as requested by Nelda Edwards, for tax years 2017, 2018 and 2019 in the amount of \$192.95.

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:

Sonya Kennedy

From: Edwards, Nelda <[REDACTED]>
Sent: Wednesday, May 13, 2020 4:06 PM
To: Sonya Kennedy
Subject: HOMESTEAD EXEMPTION

***External Email* Be cautious of sender, content, and links**

Hello Ms Kennedy,

My name is Nelda Edwards. I have owned a townhouse at 345 Williamsburg Way, Fayetteville 30214 since 2001. I signed up for Homestead Exemption when I purchased my townhouse.

About 6 yrs ago I changed my mailing address to P. O. Box 63, Senoia 30276 (PO is near my office) because kids in my neighborhood were stealing mail out of our mailboxes.

I learned from one of your co-workers this morning that over these past few years several attempts were made to deliver letters from the Tax Assessor's office.

It is apparent the Post Office didn't forward my mail as requested which resulted in letters being returned to your office.

It was also explained to me this morning, that because of the undelivered mail, the decision was made to remove the HOMESTEAD EXEMPTION from my property taxes.

The decision has resulted in me paying higher taxes. How can that happen? How is that legal?

During the life of my mortgage, my taxes were paid thru escrow so I never realized I was supposed to be receiving ASSESSMENT letters from your office. Shame on me!!

Had I known I wasn't receiving these letters, I would have followed up with the PO and your office to get my address updated.

Another oddity is that last couple years, the letters from your office were mailed to my Senoia PO box. I'm curious how my address got updated at your office (which needed to happen).

I sincerely hope that you will review this situation so that we can figure out how and why the EXEMPTIONS were removed from my tax bills for several years.

"Assuming" that I no longer live at my home does not justify removing the EXEMPTIONS and I should be credited for the EXEMPTIONS that were never applied.

P.S. I did go to the Tax Commissioner's office after I got off the phone with your co-worker and made sure that my HOMESTEAD EXEMPTION was correctly applied to my home.

I also applied for the Senior 50 percent School Tax Exemption.

Thanking you in advance for your help,
Nelda Edwards

MEMORANDUM

To: Fayette County Board of Commissioners
From: McNally, Fox, Grant & Davenport, P.C.
Date: June 24, 2020
Re: Tax Refund Request – Ms. Nelda Edwards-parcel 0720 026

On May 14, 2020 the Fayette County Board of Commissioners received a request for the partial refund of taxes paid on a residence at 345 Williamsburg Way in Fayetteville Georgia. Ms. Edwards asserts that she was qualified for a homestead exemption on this parcel.

On January 31, 2002 Ms. Nelda Edwards purchased a townhome at 345 Williamsburg Way. Shortly after her purchase, Ms. Edward submitted an application for homestead exemption on the residence. She was approved and began receiving the homestead exemption on her 2002 tax bill. In 2015, Ms. Edwards contacted the US Postal Service to change her mailing address from her residence to a Post Office Box near her place of business. On May 21, 2015, an assessment notice for the 2015 tax year was sent to Ms. Edwards at her residence. It was returned to the assessors' office marked undeliverable. In May of 2016 and June of 2017, annual assessment notices were mailed and returned as undeliverable. The Post Office notes on the returned mail indicated that the property was vacant. Three (3) consecutive years of returned mail triggered a Fayette County Assessors policy of homestead exemption removal. A letter of intent to deny the exemption was forwarded to Ms. Edwards at 345 Williamsburg Way on June 8, 2017. On June 27, 2017 having heard no response, the homestead exemption was removed. In May of 2019 the mailing address was corrected in the records of the assessors. This correction was made in reliance upon the 2019 assessment returned by the US Postal Service.

To qualify for homestead exemption, a taxpayer must execute a sworn affidavit as to his/her occupation of a given home as his/her primary residence. Thereafter, the taxpayer is deemed to have claimed the same homestead exemption in each following tax year, in accordance O.C.G.A. §48-5-20(a). Ms. Edwards submitted her affidavit as to residency at 345 Williamsburg Way in 2002. Further, Ms. Edwards claims to have maintained all legal requirements for the homestead exemption since her original application. She did not sale the property; and although the returned mail raised a flag as to Ms. Edwards' occupancy, no further investigation was made to confirm her absence from the home. Taxes have been fully paid for each tax year.

The refund provisions are designed to return taxes that have been assessed and collected erroneously. Although the return of mail from 345 Williamsburg Way raised the suspicion of the assessors as to Ms. Edwards residency, there is no evidence confirming the suspicion in the assessment record. Under the law, homestead exemptions are automatically renewed from year to year; several reasons are set forth for which a homeowner may be absent from a residence for an extended time but still receive the exemption; and a taxpayer is entitled to change the place at which his/her mail is received. Under these circumstances, the suspicion raised by the returned mail is insufficient to justify removal of the homestead exemption. Additional corroboration is necessary but not present in the record. The removal was erroneous and caused an increase in the taxes collected for each tax year following the 2017 removal. A refund of this increase is recommended. The recommended refunds for tax years 2017, 2018 and 2019 are set forth below.

TAX YEAR	AMOUNT	RECOMMENDATION
2017	\$ 64.87	APPROVAL
2018	\$ 64.29	APPROVAL
2019	\$ 63.79	APPROVAL

Total recommended refund = \$192.95



Marlena Edwards
BOARD OF COMMISSIONERS
140 Stonewall Avenue West, Ste. 100
Fayetteville, Georgia 30214
770-305-5400
www.fayettecountyga.gov

July 1, 2020

Ms. Nelda Edwards
P.O. Box 63
Senoia, GA 30276

RE: Tax Refund Request

Dear Ms. Edwards:

This letter is to notify you that your request for tax refund has been slated to appear on the Thursday July 9, 2020 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. Please review the updated public meeting procedures included with this letter.

Sincerely,

A handwritten signature in blue ink that reads "Marlena Edwards". The signature is fluid and cursive, with the first name "Marlena" being more prominent than the last name "Edwards".

Marlena Edwards
Deputy County Clerk

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

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 disposition of tax refund, as requested by Cynthia Mussell on behalf of D.R. Horton-Crowne, for tax year 2018 in the amount of \$23.18.

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 this request.

What action are you seeking from the Board of Commissioners?

Approval of a disposition of tax refund, as requested by Cynthia Mussell on behalf of D.R. Horton-Crowne, for tax year 2018 in the amount of \$23.18.

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:

Denise West

From: Cynthia Colleen Mussell <CCMussell@drhorton.com>
Sent: Thursday, May 7, 2020 9:44 AM
To: Denise West
Subject: Lot 1 in River Park HOA
Attachments: Lot one bill.pdf; River Park qcd.pdf

RECEIVED
MAY 15 2020
BY: VO

External Email Be cautious of sender, content, and links

Good morning,

I have recently received an assessment bill for this lot in River Park Community in Fayetteville. The HOA argues that we still owe this bill since it was not transferred on the tax web page. When I went to your tax site, I noticed that this lot is still listed as being owned by DR Horton. We deeded this lot to the HOA in 2016, quit claim deed attached. Please let me know how I can make sure this lot is taken out of our name and we are not responsible for any taxes back through the date of deed transfer. I look forward to hearing back from you . Thank you for your help.



Cynthia C. Mussell, C.A.M.
HOA Manager, East Atlanta Division

D.R. HORTON, Inc.
1371 West Avenue, SW
Conyers, Ga. 30012
678-509-0528

Home for every stage in life. | D.R. Horton · Express · Emerald · Freedom



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Doc ID: 010062880002 Type: QCD
Recorded: 01/11/2017 at 09:30:00 AM
Fee Amt: \$12.00 Page 1 of 2
Transfer Tax: \$0.00
Fayette, Ga. Clerk Superior Court
Sheila Studdard Clerk of Court

BK 4558 PG 15-16

Record and Return to:

Lazega & Johanson LLC
3520 Piedmont Road, NE, Ste. 415
Atlanta, Georgia 30305
Attn: Stacy W. Hanley

STATE OF GEORGIA
COUNTY OF FAYETTE

QUIT CLAIM DEED

THIS INDENTURE is made as of the 30th day of December, 2016, between D.R. HORTON-CROWN, LLC, a Delaware limited liability company (hereinafter "Grantor"), and RIVER PARK COMMUNITY ASSOCIATION, INC., a Georgia non-profit corporation (hereinafter "Grantee"), the terms "Grantor" and "Grantee" to include their respective successors and assigns.

WITNESSETH that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys unto Grantee all the right, title, interest and claim which the Grantor has to the following property:

Legal Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 223, of the 5th District, Fayette County, Georgia, and being more particularly described as the "1.004 AC Amenity Area" (f/k/a Lot "1") and "1.010 AC Common Area" (f/k/a Lot "41"), respectively, and shown on that certain Final Plat for River Park, recorded on August 19, 2015, in Plat Book 48, Page 76 *et seq.* in the Fayette County, Georgia property records, which plat is incorporated herein and made a part hereof by reference, to be held as "Common Area" of the River Park Community Association, Inc., in accordance with that certain Declaration of Covenants, Conditions and Restrictions for River Park, recorded in Deed Book 4279, page 568, *et seq.*, Fayette County land records.

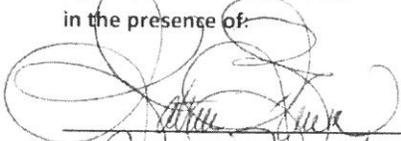
THIS CONVEYANCE is made subject to all security deeds, liens, judgments, zoning ordinances, right-of-way deeds, easements and restrictions of record affecting said described property.

TO HAVE AND TO HOLD said property, and all improvements thereon, unto the said Grantee so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described property.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Grantor has signed, sealed, and delivered this deed, the date and year above written.

Signed, sealed and delivered
in the presence of:



Unofficial Witness
Patricia M Highnote

Notary Public

GRANTOR: D.R. HORTON-CROWN, LLC,
a Delaware limited liability company
BY: *Mark Walker* [SEAL]
Print Name: Mark Walker
Title: Assistant Secretary



MEMORANDUM

To: Fayette County Board of Commissioners
 From: McNally, Fox, Grant & Davenport, P.C.
 Date: June 24, 2020
 Re: Tax Refund Request – D.R. Horton-Crown, LLC

On May 15, 2020 the Board of Commissioners received a tax refund request from Ms. Cynthia Mussell on behalf of D.R. Horton-Crowne, LLC for taxes paid on Parcel 054209001. The taxpayer claims the parcel was transferred to River Park Community Association, Inc. in 2016 and requests a refund of those taxes paid on the parcel, since the date of transfer.

A quit claim deed was executed on December 28, 2016 and recorded on January 11, 2017. This deed caused the transfer of parcel 054209001 from D.R. Horton-Crowne, LLC to River Park Community Association, Inc. The recorded deed was not found by the assessor's office. For this reason, the parcel remained titled to D.R. Horton-Crowne, LLC Inc. until May of 2020 in the assessors' records. At that time, the taxpayer brought the transfer to the attention of the assessors. Upon notification, the Board of Assessors authorized a release of the unpaid 2019 billing, based on the error. D.R. Horton Homes has paid the assessed tax bills for 2016, 2017 and 2018 and requests a refund for these tax years.

D.R. Horton-Crowne, LLC was the proper party for assessment for tax year 2016 and 2017. The transfer of this property occurred on December 18, 2016 between the parties to the deed. However, as to any party outside of the deed of transfer, the deed filing date (January 11, 2017), is the date used to mark the transfer of property. Georgia is a Race/Notice state. As such, the date of filing is determinative of a transfer of property as to any third party to the transfer. The assessors are a third party to the transfer. They are not deemed notified of the transfer until the date a deed is filed in the property record. Property taxes are properly assessed to the party holding recorded title, on January 1 of a given tax year. D.R. Horton-Crowne, LLC is responsible for payment of both the 2016 and 2017 tax assessments.

River Park Community Association, Inc. was the proper party for assessment beginning January 1 of 2018. By that date, all parties should have been aware of the title transfer as a result of the January 11, 2017 deed recording. D.R. Horton-Crowne, LLC was no longer responsible for tax payments on this parcel.

The 2018 assessment and collection of taxes from D.R. Horton, LLC. on parcel 054209001 was erroneous. The assessors missed the recorded deed transferring title. This error, found in the record of the assessment, is appropriate to trigger a refund for 2018. As such, a refund is recommended for the 2018 tax year. The 2016 and 2017 refunds requested are recommended for denial.

RECOMMENDED ACTION ON REFUND

2016	Deny	\$0
2017	Deny	\$0
2018	Grant	\$23.18
TOTAL	\$23.18	



Marlena Edwards
BOARD OF COMMISSIONERS
140 Stonewall Avenue West, Ste. 100
Fayetteville, Georgia 30214
770-305-5400
www.fayettecountyga.gov

July 1, 2020

D.R. Horton, Inc
Cynthia C. Mussell
1371 West Avenue, SW
Conyers, GA 30012

RE: Tax Refund Request

Dear Ms. Mussell:

This letter is to notify you that your request for tax refund has been slated to appear on the Thursday July 9, 2020 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. Please review the updated public meeting procedures included with this letter.

Sincerely,

A handwritten signature in blue ink that reads "Marlena Edwards". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Marlena Edwards
Deputy County Clerk

cc: Joel Benton, Chief Tax Assessor
Kristie King, Tax Commissioner
Ali Cox, Assistant County Attorney

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of Disclosure Letter of Municipal Advisor Agreement between Fayette County and Raymond James & Associates to provide financial advice regarding the public health building.

Background/History/Details:

This agreement is a preliminary step in financing the public health building. The agreement is between Fayette County and Raymond James & Associates.

Raymond James & Associates have been identified as the county's financial advisor and the agreement is required before providing financial advice.

What action are you seeking from the Board of Commissioners?

Approval of Disclosure Letter of Municipal Advisor Agreement between Fayette County and Raymond James & Associates to provide financial advice regarding the public health building.

If this item requires funding, please describe:

Raymond James & Associates will be paid \$15,000 for financial advice services to be paid from the proceeds.

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:

MUNICIPAL ADVISOR AGREEMENT

BY and BETWEEN

FAYETTE COUNTY, GEORGIA and
RAYMOND JAMES & ASSOCIATES, INC.

THIS AGREEMENT is by and between Fayette County, Georgia (the “County” or “Borrower”) and Raymond James & Associates, Inc. (the “Municipal Advisor”).

WHEREAS, the County wishes to hire the Municipal Advisor to serve as its municipal advisor and financial advisor for obligations issued to finance a Health Services Facility in accordance with the provisions of this Agreement and the Municipal Advisor, through its Public Finance/Debt Investment Banking Department, is engaged in the business of providing, and is authorized under applicable Federal and State statutes and applicable regulatory rules to provide advisory services to the Issuer as provided herein, and

NOW THEREFORE, it is agreed by all parties signing this Municipal Advisor Agreement (the “Agreement”) that:

I. SCOPE OF SERVICES

1. The Municipal Advisor will consult with and advise the County with respect to bonds, notes, or other debt instruments (collectively, “Obligations”) issued through the Fayette County Public Facilities Authority, a blended component unit of the County, (the “Issuer”) in the capital markets, the Municipal Advisor will consult with and advise the County with respect to the various structures, provisions and covenants appropriate or advisable to consider as part of the new financing, generally including, but not necessarily limited to, the following:
 - a. Obligation amounts;
 - b. Principal, interest, and final maturity dates;
 - c. average life tests;
 - d. maturity amortization schedules;
 - e. interest rates;
 - f. redemption provisions;
 - g. debt service;
 - h. coverage requirements;
 - i. flow of funds;
 - j. reserve funds;
 - k. sinking funds; and
 - l. security pledges.

2. The Municipal Advisor will, upon request, work with staff, underwriters and attorneys of the County, including bond counsel, in the development of the financial and security

provisions to be contained in the instruments authorizing and securing the Obligations undertaken by the County.

3. The Municipal Advisor will, as requested, assist County staff in the development of information to be used for presentation to investors, underwriters and others, including the scheduling of information meetings between these investors, underwriters or others and the County, if necessary.
4. Any services in connection with the Obligations with respect to swaps or other types of derivative products or the reinvestment of proceeds are not included within the scope of this Agreement and must be governed by a separate, written agreement covering such additional services.
5. The scope of services set forth in (1) through (6) above (the “Scope of Services”) is subject to the following limitations:
 - a. The Scope of Services is limited solely to the services described above and is subject to any limitations set forth within the description of the Scope of Services.
 - b. Unless otherwise provided in the Scope of Services described above, Municipal Advisor is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Municipal Advisor provided by Municipal Advisor for inclusion in such documents.
 - c. The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Obligations municipal financial products or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.
6. The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.
7. MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to the County’s determination whether to precede with a course of action or that form the basis for any advice provided by Municipal Advisor to the County. The rule also requires that Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about County and the authority of each person acting on the County’s behalf. County agrees to cooperate, and to cause its agents to cooperate, with Municipal Advisor in carrying out these regulatory duties, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, the County agrees that, to the extent the County seeks to have Municipal Advisor provide

advice with regard to any recommendation made by a third party, the County will provide to Municipal Advisor written direction to do so as well as any information it has received from such third party relating to its recommendation.

II. UNDERTAKINGS BY THE COUNTY

1. The County will make available to the Municipal Advisor financial data and information concerning the County's fiscal operation. County officials and staff will be responsible for collecting, assembling and organizing the documentation essential to its financing activities and disclosure responsibilities and drafting and distribution of Offering Documents and other disclosure documents relating to the Obligations.
2. The County will work with bond counsel who will issue an approving legal opinion to accompany the issuance of the Obligations, and also with appropriate County's local legal counsel with respect thereto. Additionally, the County will either retain or work with counsel to advise it as to the adequacy of disclosure and to assist with the preparation of the Offering Documents or other official documents relating to the Obligations.

III. PAYMENT TO THE MUNICIPAL ADVISOR

1. For performance of the services enumerated in Article I, Paragraph 1, above, the Issuer will compensate the Municipal Advisor a fee of \$15,000.
2. All costs and expenses incurred by the Municipal Advisor related to the performance of this Agreement will be paid by the Issuer.
3. The County agrees to the fees described in Article III, Paragraph 1 and 2, above, and the costs and expenses described in Article III, Paragraph 3, above, as mutually agreed on.

IV. PAYMENT OF COSTS OF ISSUANCE

The County shall be responsible for payment of all the costs of issuing the Obligations and completing a financing, including, but not necessarily limited to, the following:

- b. Printing, web posting, and any other means of distribution or dissemination of the Preliminary and Final Official Statement (if required);
- c. Fees of the national ratings agencies;
- d. Bond printing costs;
- e. Bond, Local, Disclosure, and/or Underwriter's Counsel Fees;
- f. Underwriting Fees;
- g. Letter of Credit and similar such Fees; and
- h. Bond Insurance Premiums, if any.

V. GENERAL PROVISIONS

1. The County understands and acknowledges that the Municipal Advisor or its affiliates may have trading and other business relationships with members of the County's underwriting team, or other participants in the proposed transaction. Additionally, the Municipal Advisor or its affiliates may have trading and other business relationships with potential purchasers of the Obligations. These relationships include, but may not be limited to, trading lines, frequent purchases and sales of securities and other engagements through which Municipal Advisor may have, among other things, an economic interest. Notwithstanding the foregoing, Municipal Advisor will not receive any compensation with respect to the issuance of the Obligations other than as disclosed above. Municipal Advisor is involved in a wide range of activities from which conflicting interests or duties may arise. Information which is held elsewhere within Raymond James, but of which none of the Municipal Advisor's personnel involved in the proposed transaction actually has knowledge, will not for any purpose be taken into account in determining Municipal Advisor's responsibilities to the County.
2. Both parties acknowledge and agree that the Municipal Advisor is acting as a financial advisor to the County and to the Issuer with respect to the Obligations identified above; Municipal Advisor's engagement by the County is limited to providing financial advisory services to the County with respect to the Obligations. The County acknowledges that its financial interests are aligned with those of the Issuer and the Municipal Advisor is advising both parties with respect to the obligations being issued. Advisor will not (1) provide any assurances that any investment made in connection with the Obligations or otherwise during its engagement is the best possible investment available for the County's situation or that every possible alternative or provider has been considered and/or solicited, (ii) investigate the veracity of any certifications provided by any party, (iii) provide legal or accounting assurance that any matter or procedure complies with any applicable law, or (iv) be liable to any party if any of the Obligations/Bonds/Notes or an investment fails to close or for default of same. Municipal Advisor's limited engagement terminates upon the settlement date of the Obligations and Municipal Advisor shall have no further duties or obligations thereafter.
3. MSRB Rule G-42 requires that Municipal Advisor provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Municipal Advisor's Disclosure Statement delivered to the County as Exhibit A to this Agreement.
4. The Municipal Advisor agrees to assist the County as provided only on the basis that it is expressly understood and agreed that the Municipal Advisor assumes no responsibility to the County or any person for the accuracy or completeness of any information contained in any Preliminary Official Statement or Final Official Statement issued in connection with the Obligations.

5. Unless terminated earlier as provided below, the term of this Agreement shall end upon the close of business on the date of issuance of the Obligations. This Agreement may be terminated by either party hereto with ten (10) business days prior written notice to the other. In the event of such termination, whether by either party hereto, the Municipal Advisor shall promptly submit for payment, and County shall promptly pay, a final bill for the payment of all unpaid fees and unreimbursed costs and expenses then due and owing. Other than the foregoing, neither party shall incur any liability to the other arising out of the termination of this Agreement. However, this Article 5 shall survive any such termination.
6. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor or any of its associated persons, Municipal Advisor and its associated persons shall have no liability to the County for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from County's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Municipal Advisor to County. No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Obligation or otherwise relating to the tax treatment of any Obligation, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by County of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Municipal Advisor's fiduciary duty to Client under Section 15B(c) (1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder. The County hereby covenants and agrees that it will, to the extent allowed by law, indemnify and hold harmless the Municipal Advisor, its parent and affiliates, and each of the foregoing entities' officers, directors, employees and agents (the "Municipal Advisor Indemnitees") against any and all losses, claims, demands, damages or liabilities of any kind whatsoever, arising from or out of the acts, omissions or doings of the County, its representatives, employees or agents, or in any way relating to the financings or other matter within the purview of this Agreement, whether pursuant to statute or at common law or otherwise (hereinafter, "Claims"), and will reimburse each of the Municipal Advisor Indemnitees for any legal or other expense reasonably incurred by it in connection with investigating or defending any such Claims or actions or proceedings arising from such Claims, whether or not resulting in any liability.
7. This Agreement embodies all the terms, agreements, conditions and rights contemplated and negotiated by the County and the Municipal Advisor, and supersedes any and all discussions and understandings, written or oral, between County and Municipal Advisor regarding the subject matter hereof. Any modifications and/or amendments must be made in writing and signed by both parties.

- 8. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without reference to its conflicts of law principles.
- 9. Any dispute arising out of this Agreement or the performance hereof shall be resolved in a court of competent jurisdiction in Fayette County, Georgia or the Northern District of Georgia, as the case may be.
- 10. This Agreement shall be binding upon and inure to the benefit of the County and Municipal Advisor, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
- 11. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY CAUSED THIS AGREEMENT to be signed and sealed by their respective authorized officers this ____ day of _____, 2020.

FAYETTE COUNTY, GEORGIA

By: _____

Name: _____

Title: _____

RAYMOND JAMES & ASSOCIATES, INC.

By: _____

Name: _____

Title: _____

Exhibit A
Disclosure Letter for Municipal Advisor Agreement

Mr. Steve Rapson
Fayette County, Georgia

This letter is provided under new Municipal Securities Rulemaking Board (MSRB) Rule G-42 in connection with our engagement as financial advisor and municipal advisor under the Municipal Advisor Agreement to which this letter is attached (the "Agreement") between **Raymond James & Associates, Inc.** ("Raymond James") and **Fayette County, Georgia** (the "Client"). This letter will serve as written documentation required under MSRB Rule G-42 of certain specific terms, disclosures and other items of information relating to our municipal advisory relationship.

1. Scope of Services. (a) ***Services to be provided.*** The scope of services with respect to Raymond James's engagement with the Client is as provided in the Agreement (the "Scope of Services").

(b) ***Limitations on Scope of Services.*** The Scope of Services is subject to such limitations as may be provided in the Agreement.

2. Raymond James's Regulatory Duties When Servicing the Client. MSRB Rule G-42 requires that Raymond James make a reasonable inquiry as to the facts that are relevant to the Client's determination whether to proceed with a course of action with a course of action or that form the basis for and advice provided by Raymond James to the Client. The rule also requires that Raymond James undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Raymond James is also required under the rule to use reasonable diligence to know the essential facts about the Client and the authority of each person acting on the Client's behalf.

Accordingly, Raymond James will seek the Client's assistance and cooperation, and the assistance and cooperation of Client's agents, with the carrying out by Raymond James of these regulatory duties, including providing to Raymond James accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, to the extent the Client seeks to have Raymond James provide advice with regard to any recommendation made by a third party, Raymond James requests that the Client provide to Raymond James written direction to do so as well as any information it has received from such third party relating to its recommendation.

3. Term. The term of Raymond James's engagement as municipal advisor and the terms on which the engagement may be terminated are as provided in the Agreement.

4. Compensation. The form and basis of compensation for Raymond James's services as municipal advisor are as provided in the Agreement.

5. Required Disclosures. MSRB Rule G-42 requires that Raymond James provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history.

(a) ***Disclosures of Conflicts of Interest.*** MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Accordingly, Raymond James makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how

Raymond James addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, Raymond James mitigates such conflicts through its adherence to its fiduciary duty to the Client, which includes a duty of loyalty to the Client in performing all municipal advisory activities for the Client. This duty of loyalty obligates Raymond James to deal honestly and with the utmost good faith with the Client and to act in the Client's best interests without regard to Raymond James's financial or other interests. In addition, because Raymond James is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of Raymond James is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity and quality of service.. Furthermore, Raymond James's municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Raymond James potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

II. Compensation-Based Conflicts.

The fees due under this Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by the Client and Raymond James of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Raymond James. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Raymond James may suffer a loss. Thus, Raymond James may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

III. Other Municipal Advisor or Underwriting Relationships. Raymond James serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the Client. For example, Raymond James serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Raymond James could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of Raymond James to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Raymond James serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair Raymond James's ability to fulfill its regulatory duties to the Client.

IV. Broker-Dealer and Investment Advisory Business. Raymond James is a broker-dealer and investment advisory firm that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of the Client, may be undertaken on behalf of, or as counterparty to, the Client, personnel of the Client, and current or potential investors in the securities of the Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of the Client, such as when their buying or selling of the Client's securities may have an adverse effect on the market for the Client's securities, and the interests of such other clients could create the incentive for Raymond James to make recommendations to the Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from Raymond James effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of

t Raymond James that operate independently from Raymond James's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by Raymond James to the Client under this Agreement.

V. Secondary Market Transactions in Client's Securities. Raymond James, in connection with its sales and trading activities, may take a principal position in securities, including securities of the Client, and therefore Raymond James could have interests in conflict with those of the Client with respect to the value of the Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, Raymond James or its affiliates may submit orders for and acquire the Client's securities issued in an issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with the Client in that it could create the incentive for Raymond James to make recommendations to the Client that could result in more advantageous pricing of the Client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Raymond James that operate independently from Raymond James's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by Raymond James to the Client under this Agreement.

VI. Raymond James Also Advising Conduit Borrower. In addition to serving as municipal advisor to the Client, Raymond James serves as municipal advisor to the Fayette County Public Facilities Authority, which is a conduit borrower with respect to an issue under this Agreement. The Client and the conduit borrower have aligned interests as the Fayette County Public Facilities Authority is a component unit of the Client.

(b) **Disclosures of Information Regarding Legal Events and Disciplinary History.** MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, Raymond James sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event

At this time Raymond James does not have any material legal or disciplinary events to disclose which may be material to the client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Raymond James in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. If any of the above DRPs provides that a DRP has been filed on Form ADV, BD, or U4 for the applicable event, information provided by Raymond James on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Raymond James's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Raymond James's CRD number is 161 59 1905.

II. How to Access Form MA and Form MA-I Filings. Raymond James's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=000 072 4743>. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Raymond James in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Raymond James on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at

<http://brokercheck.finra.org>, and Raymond James's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Raymond James's CRD number is 161 59 1905.

III. Most Recent Change in Legal or Disciplinary Event Disclosure. [Raymond James has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(c) **Future Supplemental Disclosures.** As required by MSRB Rule G-42, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Raymond James. Raymond James will provide the Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

(d) **MSRB Rule G-10 Required Disclosures.** Raymond James & Associates, Inc. is registered with and subject to the rules and regulations of the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB). Both the SEC and the MSRB publish websites containing information and resources designed to educate investors. In addition to educational materials about the municipal securities market and municipal securities market data, the MSRB website includes an investor brochure describing protections that may be provided by MSRB rules, including how to file a complaint with the appropriate regulatory authority. For more information, visit www.sec.gov and www.msrb.org.

Raymond James & Associates, Inc.

By: David H. Gray
Title: Managing Director
Date: June 5, 2020