

BOARD OF COUNTY COMMISSIONERS

Lee Hearn, Chairman
Edward Gibbons, Vice Chairman
Eric K. Maxwell
Charles W. Oddo
Charles D. Rousseau



FAYETTE COUNTY, GEORGIA

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

140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

AGENDA

March 25, 2021

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:

1. Consideration of Ordinance 2021-05, amendments to Chapter 110. Zoning Ordinance, Regarding Sec. 110-144. - C-H, Highway Commercial District, Sec. 110-146. - M-1, Light Industrial District, Sec. 110-150. - G-B, General-Business District, Sec. 110-169. - Conditional Use Approval and Sec. 110-173. Transportation Corridor Overlay Zone concerning Self-Storage Facilities. (pages 3-16)
2. Consideration of Ordinance 2021-06, amendments to Chapter 110. Zoning Ordinance, Regarding Sec. 110-3. – Definitions and Sec. 110-169. - Conditional Use Approval concerning Cemeteries. (pages 17-23)

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:

3. Approval of staff's recommendation to declare one (1) trailer as unserviceable and sell the asset on-line using contracted auction services and for all proceeds to be returned to the vehicle replacement fund. (page 24)
4. Approval of staff's recommendation to declare one (1) Case 580K Backhoe - Serial #JJG0014176 as unserviceable and to sell the asset on-line using contracted auction services and for all proceeds to be returned to Water System fund. (page 25)
5. Approval of the Georgia Department of Transportation (GDOT) Title VI Non-Discrimination Agreement and Assurances (40 CFR Part 21.7). (pages 26-38)
6. Approval of staff's recommendation to add Fairbrook subdivision to Fayette County's Street Light Program. (pages 39-41)
7. Approval of the February 25, 2021 Board of Commissioners Meeting Minutes. (pages 42-45)

OLD BUSINESS:

NEW BUSINESS:

8. Consideration of a recommendation from Commissioners Eric Maxwell and Edward Gibbons to nominate Michael Hofrichter, Lisa Wright Eichelberger and William Yarde to the Fayette County Hospital Authority for consideration of appointment to serve a term beginning June 1, 2020 and expires May 31, 2024. (pages 46-80)
9. Consideration of staff's recommendation to sell and lease the Animal Control building and property to the City of Peachtree City in the amount of \$486,549. (pages 81-94)
10. Consideration of staff's recommendation to award bid #1901-B to Denali Water Solutions LLC, the low bidder in the amount of \$399,070.00 for dredging, dewatering and disposal through beneficial re-use of sludge from the two lagoons at Crosstown Water Treatment Plant. (page 95-98)
11. Consideration for staff's request for authorization to refinance and restructure the Fayette County Water System's outstanding bond Series' 2009, 2012A/B, and 2016. (pages 99-105)

ADMINISTRATOR'S REPORTS:

- A. Contract #1673-A: Concrete Pipe Annual Contract – Renewal 1; Amendment 1: Additional SPLOST Projects (pages 106-107)
- B. Contract #1867-P: Water System Engineer of Record Task Order 01: FY21 On-Call Support Services (pages 108-111)
- C. Contract #1849-A: Lake Peachtree and Flint River Pump Repairs (pages 112-115)

ATTORNEY'S REPORTS:

COMMISSIONERS' REPORTS:

EXECUTIVE SESSION:

ADJOURNMENT:

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of Ordinance 2021-05, amendments to Chapter 110. Zoning Ordinance, Regarding Sec. 110-144. - C-H, Highway Commercial District, Sec. 110-146. - M-1, Light Industrial District, Sec. 110-150. - G-B, General-Business District, Sec. 110-169. - Conditional Use Approval and Sec. 110-173. Transportation Corridor Overlay Zone concerning Self-Storage Facilities.

Background/History/Details:

Staff recommends approval of the amendments.

The Planning Commission recommended approval of the amendments.

Brian Haren made a motion to recommend approval of amendments to Chapter 110 regarding Section 110-144.C-H - Highway Commercial District; Section 110-146. M-1 -Light Industrial District; Section 110-150. G-B - General-Business District; Section 110-169. Conditional Use Approval; and Section 110-173. Transportation Corridor Overlay Zone of the Zoning Ordinance concerning Self-Storage Facilities. Arnold Martin seconded the motion. The motion passed 5-0.

What action are you seeking from the Board of Commissioners?

Approval of Ordinance 2021-05, amendments to Chapter 110. Zoning Ordinance, Regarding Sec. 110-144. - C-H, Highway Commercial District, Sec. 110-146. - M-1, Light Industrial District, Sec. 110-150. - G-B, General-Business District, Sec. 110-169. - Conditional Use Approval and Sec. 110-173. Transportation Corridor Overlay Zone concerning Self-Storage Facilities.

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:

Sec. 110-144. - C-H, Highway Commercial District.

(c) Conditional uses.

(25) Self-storage facility (external and/or internal access);

~~(26) Self-storage facility (internal access);~~

Sec. 110-146. - M-1, Light Industrial District.

(c) Conditional uses.

(9) Self-storage facility (external and/or internal access);

~~(10) Self-storage facility (internal access);~~

Sec. 110-150. - G-B, General-Business District.

(c) Conditional uses.

(5) Self-storage facility (external and/or internal access);

Sec. 110-169. - Conditional use approval

(To be added in its entirety replacing rr. Self-storage facility (external access) and ss. Self-storage facility (internal access).

rr. Self-storage facility (external and/or internal access). Allowed in G-B, M-1 and C-H zoning districts.

1. Single story self-storage buildings may have exterior access to the individual storage units. This exterior access to shall not directly face a street.

Multistory self-storage buildings shall not have direct exterior access to individual storage units; all individual storage unit access shall be internal. A vehicle loading/unloading area utilizing a bay door and/or a loading dock shall only be located on the side or rear of the multistory self-storage building not facing a street. A vehicle loading/unloading area utilizing a bay door and/or a loading dock located on the side of the multistory self-storage building shall require a canopy covering the loading/unloading area.

2. All buildings shall maintain a decorative facing on those portions of the building which face public streets and any property zoned residential or agricultural-residential. The decorative facing shall consist of fiber-cement siding (i.e., Hardiplank), wood siding, brick/brick veneer, rock, stone, cast-stone, stucco (including synthetic stucco), or metal siding which establishes a horizontal pattern. The transportation corridor overlay zone architectural requirements shall control when applicable.
3. The maximum size of an individual storage unit shall be 600 square feet.
4. The facility may contain one on-site single-family dwelling unit.
5. Aisle ways adjacent to storage unit bays doors shall be used both for circulation and temporary customer parking while using storage units. The minimum width of these aisle ways shall be 25 feet as measured from the closest part of the structure including any overhang.

6. No open outside storage of items, other than vehicles, boats, recreational vehicles and trailers, shall be allowed. Open storage of vehicles, boats, recreational vehicles and trailers, shall be located to the rear of the self-storage buildings. Covered vehicle storage structures shall be allowed provided they do not exceed 25 percent of the overall gross square footage of all storage buildings and shall maintain a similar architectural character of the principal self-storage buildings.
7. All outdoor lighting shall be shielded away from adjacent residential areas.
8. No exterior loudspeakers or paging equipment shall be permitted on the site.

Sec. 110-173. - Transportation corridor overlay zone.

For the purposes of this section, a development shall be defined as the land where the construction of improvements to support nonresidential uses is proposed, including: a petition to rezone the land, the subdivision of property through a preliminary, final, and/or minor subdivision plat, and/or the submittal of a site plan.

- (5) *SR 138 and North SR 314 overlay zone.* All property and/or development which have frontage on and/or access to SR 138 and S.R 314 north of Highland Drive with nonresidential use or zoning shall be subject to the requirements of the SR 138 and North SR 314 overlay zone. The intent of the overlay is to set standards specific to SR 138 and North SR 314 as described above.
 - a. *Purpose.* The purpose of the SR 138 and North SR 314 overlay zone is to achieve the following:
 1. To maintain the efficient traffic flow on these highways as thoroughfares for Fayette and Clayton Counties;
 2. To enhance and maintain the aesthetic qualities of the corridor; and
 3. To protect existing and future residential areas.
 - b. *Access standards.* Access to each nonresidential property and/or development shall be from a state route or an adjacent street designated as an arterial or collector on the county thoroughfare plan. All access points and interparcel access shall be required to comply with chapter 104, development regulations. A concept plan, submitted with a rezoning application, and/or a site plan shall illustrate compliance with these requirements.
 - c. *Dimensional requirements.*
 1. All parking areas shall be located at least 50 feet from any state route right-of-way.
 2. Front yard setback on SR 138: 100 feet.
 3. Berms for nonresidential zoning districts: Berms, when required as a condition of zoning, shall be a minimum of four feet in height.
 - d. *Architectural standards.* ~~Structures shall maintain a residential character.~~ Elevation drawings denoting compliance with the following shall be submitted as part of the site plan.

1. All buildings shall be constructed in fiber-cement siding (i.e., Hardiplank), wood siding, brick/brick veneer, rock, stone, cast-stone, stucco (including synthetic stucco) and/or metal siding which establishes a horizontal pattern.

~~A pitched peaked (gable or hip) roof with a minimum pitch of 4.5 inches in one foot including gasoline canopies and accessory structures and shall be of a type and construction complimentary to the facade. A pitched mansard roof facade with a minimum pitch of 4.5 inches in one foot and a minimum height of eight feet around the entire perimeter of the structure can be used if the structure is two stories or more or the use of a pitched peaked roof would cause the structure to not meet the applicable height limit requirements. The mansard roof facade shall be of a residential character with the appearance of shingles, slate or terra cotta.~~

2. No horizontal length of a roofline shall exceed 50 linear feet without a variation in elevation. Said variation in elevation shall not be less than two feet.

~~Gasoline canopy. Gasoline canopies shall also comply with the following requirements:~~

- (i) ~~Gasoline canopies, in conjunction with a convenience store, may reduce the pitch to a minimum of three inches to 12 inches to permit the height of the peak of the roof to be equal to or no more than five feet above the peak of the roof of the convenience store.~~
- (ii) ~~The vertical clearance under the gasoline canopy shall not exceed a maximum of 18 feet in height.~~
- (iii) ~~The support columns for the gasoline canopies shall match the facade of the convenience store.~~
- (iv) ~~The gasoline canopy roof shall match the architectural character, materials, and color of the convenience store.~~

3. No blank or unarticulated horizontal length of a building facade shall exceed 25 linear feet without a variation in architectural elements, including but not limited to, building materials, colors, textures, offsets, fenestration, or changes in planes.

~~All buildings shall be constructed in a residential character of fiber cement siding (i.e., Hardiplank), wood siding, wood textured vinyl siding, brick/brick veneer, rock, stone, cast stone, or stucco (including synthetic stucco) on those portions of the building facing front and side yards and/or any property zoned agricultural residential or residential.~~

4. If the proposed structure is to have a pitched peaked (gable or hip) roof, said pitched peaked (gable or hip) roof shall have a minimum pitch of 4.5 inches in one foot. A pitched mansard roof facade with a minimum pitch of 4.5 inches in one foot, and a minimum height of eight feet around the entire perimeter of the structure can be used if the structure is two stories or more or the use of a pitched peaked roof would cause the structure to not meet the applicable height limit requirements. The mansard roof facade shall be of a residential character with the appearance of shingles, slate or terra cotta. Structures with a pitched peaked (gable or hip) roof or a pitched mansard roof facade are exempt from 2. above.

~~Framed doors and windows of a residential character. To maintain a residential character, large display windows shall give the appearance of smaller individual panes and framing consistent with the standard residential grid pattern for doors and windows. This does not apply to stained glass windows for a church or place of worship. Large display or storefront windows shall have a minimum two foot high knee wall consisting of fiber cement siding (i.e., Hardiplank), wood siding, wood textured vinyl siding, brick/brick veneer, rock, stone, cast stone, or stucco (including synthetic stucco).~~

5. Gasoline canopy. Gasoline canopies shall also comply with the following requirements and are exempt from 2. above:
 - (i) The gasoline canopy shall match the architectural character, materials, and color of the convenience store or principal structure.
 - (ii) Gasoline canopies, in conjunction with a convenience store or principal structure which has a pitched peaked (gable or hip) roof, may reduce the pitch of the gasoline canopy roof to a minimum of three inches in one foot to permit the height of the peak of the roof to be equal to or no more than five feet above the peak of the roof of the convenience store.
 - (iii) The support columns for the gasoline canopies shall match the facade of the convenience store.

~~Structures of 35,000 square feet or greater with a minimum dimension of 150 feet may utilize the following architectural standards, in lieu of subsections (5)d.1, 3 and 4 of this section:~~

- ~~(i) At least 50 percent of all exterior wall finishes shall be comprised of at least two of the following facade types: brick/brick veneer, wood, fiber-cement siding (i.e., Hardiplank), rock, stone, cast stone, split face concrete masonry unit (rough textured face concrete block), architectural precast concrete wall panels, stucco (including synthetic stucco) or any architecturally engineered facades which simulate these materials. Any metal facades used on the remaining portions of the exterior walls shall establish a horizontal seam pattern.~~
 - ~~(ii) No horizontal length of a roofline shall exceed 50 linear feet without a variation in elevation. Said variation in elevation shall not be less than two feet.~~
 - ~~(iii) No blank or unarticulated horizontal length of a building facade shall exceed 25 linear feet without a variation in architectural elements, including but not limited to, building materials, colors, textures, offsets, or changes in planes.~~
6. The design of accessory/out lot buildings shall reflect and coordinate with the general architectural style inherent in the primary structure on the property.
 7. When an existing structure, that is nonconforming to the aforementioned architectural standards, is enlarged, the enlargement does not have to meet the aforementioned architectural standards, but does have to match the architectural design of the existing nonconforming structure.

- e. *Landscape requirements.* In addition to the standard requirements of the landscape ordinance, the following landscape requirements shall apply to the overlay zone:
1. *Street frontage SR 138 and SR 314 (major arterial) landscape area.* Fifty feet along the right-of-way of SR 138 and SR 314. The first 25 feet as measured from the right-of-way is for required landscape planting only. The remaining 25 feet may be used for septic system placement; underground stormwater detention systems; and the following stormwater management facilities/structures, if designed in full accordance with the specifications provided in the most current edition of the Georgia Stormwater Management Manual: vegetated channels, overland flow filtration/groundwater recharge zone, enhanced swales, filter strips, and grass channels. Septic systems and stormwater structures shall be exclusive of each other and the minimum distance of separation between wastewater and stormwater structures shall be established by the environmental health department and the county engineer. Utilities (including underground stormwater piping) and multi-use path connections may be located anywhere within the landscape area.
 2. *Side yard landscape area.* Ten feet in depth along side property lines, unless adjacent to a residential district where buffer requirements will apply.
- f. *Lighting.*
1. *Shielding standards.* Lighting shall be placed in such a fashion as to be directed away from any adjacent roadways for nearby residential areas.
 2. *Fixture height standards.* Lighting fixtures shall be a maximum of 35 feet in height within the parking lot and shall be a maximum of ten feet in height within non-vehicular pedestrian areas.
- g. *Additional requirements.*
1. All refuse areas and equipment shall be allowed in the side or rear yards only and shall be screened.
 2. All roof-top heating, ventilation, and air conditioning equipment and satellite/communications equipment shall be visually screened from adjacent roads and property zoned residential or A-R. The screen shall extend to the full height of the objects being screened.
 3. Bay doors shall not be allowed to directly face SR 138 or SR 314.
 4. All utilities shall be underground.
- h. *Use of existing structure.* When property containing legally conforming structures, under the current zoning, is rezoned to O-I, the dimensional requirements shall be reduced to the extent of, but only at the location of, any encroachment by the structures and said structures shall be considered legal nonconforming structures.

(Code 1992, § 20-7-5; Ord. No. 2012-09, § 5, 5-24-2012; Ord. No. 2012-14, § 7, 12-13-2012; Ord. No. 2014-10, § 1, 6-26-2014; [Ord. No. 2019-04](#), § 2, 6-27-2019)

THE FAYETTE COUNTY PLANNING COMMISSION met on January 21, 2021 at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

MEMBERS PRESENT: Danny England, Chairman (via *teleconference*)
 Arnold Martin, Vice-Chairman (via *teleconference*)
 John H. Culbreth (via *teleconference*)
 Brian Haren (via teleconference)
 Jim Oliver

STAFF PRESENT: Pete A. Frisina, Director of Community Services
 Chanelle Blaine, Zoning Administrator (via *teleconference*)
 Howard Johnson, Plan & Zoning Coordinator

1. Discussion of internal access self-storage facility, SR 138 and North SR 314 Overlay Zone and General Business District Zoning District.

Pete Frisina said staff had been approached about self-storage facilities on SR 138. He added that this area was studied in the past resulting in a future land use designation of General Business, the creation of a General Business zoning district and a SR 138 and 314 Overlay District. He stated the area being discussed is three large tracts, each about 25 acres in size, that front SR 138 west of SR 314. He said this area was originally studied based on a request to develop a movie studio complex which was never developed. He added that what we are discussing tonight is whether a self-storage facility that is internal access or external access is appropriate for the area. He stated that one of the concepts is to develop a self-storage facility with both internal and external access. He said that self-storage facilities are not an allowed use within the General Business zoning district. He stated recently the county adopted amendments to the zoning ordinance to allow internal access self-storage in O-I only in the SR 54 west corridor and in C-H and M-1. He recommended that staff and the Planning Commission examine the General Business zoning district to allow self-storage facilities and create corresponding regulations to address architectural standards. He said the amendments recently made in the SR 54 corridor could be used as a template. He then asked for the opinion of the Planning Commission.

Arnold Martin asked if the previous examples of the architectural characteristics of other self-storage facilities that the Planning Commission has seen would be appropriate for the SR 138 corridor.

Pete Frisina said the SR 138 and 314 Overlay currently has architectural requirements. He stated that those requirements will need to be evaluated to determine if amendments are necessary to accommodate self-storage facilities.

John Culbreth asked Brian Haren if he felt that the self-storage facility in his area would be appropriate for the SR 138 corridor.

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PC Meeting

Brian Haren said the design of the self-storage facility close to his house in Fayetteville on SR 54 would be a good fit for this area.

Pete Frisina said one of the concepts is to use the frontage for a self-storage facility and develop a residential subdivision to the rear of the property. He added that he properties in this area are currently zoned R-40.

Chairman England said that we addressed this kind of mixed use development pattern when we made amendments for the SR 54 corridor.

Pete Frisina said that was correct and we could use that as a prototype for the SR 138 corridor. He added that when this type development pattern is proposed the regulations require a conceptual plan to depict how the entire property will be developed indicating the division between non-residential and residential development, the State Route entrance, and internal connecting road network.

Chairman England said we need to make sure there is adequate buffers and landscaping between the residential and non-residential uses.

Jim Oliver said while this type use would be appropriate for the SR 138 he didn't know if it would be appropriate for other parts of the County.

Pete Frisina said that is a good point and at this time we are considering amendments to the General Business zoning district which is designated by the Future Land Use Plan for the SR 138 corridor. He added that all of the State Routes have overlay districts with some type of architectural controls and as these requests come in more amendments may be needed in the future.

Ellen Smith said she is with the firm Parker Poe and they represent a company that is interested in developing a self-storage facility on SR 138. She added that they are appreciative of the County working on the corridor and they are in agreement with architectural controls.

Arnold Martin asked typically what type of architectural character your clients have developed for their other projects and do they try to blend into the area.

Ellen Smith said they do cater to the architectural character of the area where they are developing.

Jason Sommer said he is a developer of self-storage facilities and he is the developer of the self-storage facility mentioned earlier in Fayetteville on SR 54. He asked if the amendments being considered would apply to only one parcel or would it apply to all three parcels on SR 138.

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Pete Frisina said the amendments would be made to the General Business zoning district and the SR 138 and 314 Overlay that would apply equally to the three properties when they are rezoned to General Business.

Jason Sommer asked if the County would blanket zone the area.

Pete Frisina said the County would not blanket zone the area and would rely on individual rezoning requests.

Jason Sommer said that he is interested in the area for development of a self-storage facility.

Pete Frisina said he would start reviewing the General Business zoning district and the SR 138 and 314 Overlay and develop recommended amendments to accommodate self-storage facilities in this area.

THE FAYETTE COUNTY PLANNING COMMISSION met on February 4, 2021 at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

MEMBERS PRESENT: Danny England, Chairman (via *teleconference*)
Arnold Martin, Vice-Chairman (via *teleconference*)
John H. Culbreth (via *teleconference*)
Brian Haren (via teleconference)
Jim Oliver

STAFF PRESENT: Pete A. Frisina, Director of Community Services
Chanelle Blaine, Zoning Administrator (via *teleconference*)
Howard Johnson, Plan & Zoning Coordinator (via *teleconference*)

1. Discussion of internal access self-storage facility, SR 138 and North SR 314 Overlay Zone and General Business District Zoning District.

Pete Frisina said this area is designated as General Business on the land use plan, there is a corresponding zoning district called General Business and there is an overlay specific to the area. He added that self-storage facilities are currently allowed as a conditional use under C-H and M-1. He stated that a separate conditional use for an internal access storage facility was recently added to the zoning ordinance for these zoning categories. He said the result was two storage facility types one being for external access and the other being for internal access. He added that we didn't conceive that someone would want to do both uses on one site and the current regulations are somewhat mutually exclusive of each other. He said what you have before you is proposed amendments that combine the two uses under one conditional use. He stated that he made a differentiation between a single story storage facility and a multi-story storage facility where multi-story is internal access only.

Brian Haren said he agreed with the single story and multi-story approach.

Jim Oliver asked what about exterior storage.

Pete Frisina asked if he was referring to vehicle storage or open storage.

Jim Oliver said on one it allowed covered storage and on the other one it required fully enclosed storage.

Pete Frisina said on the proposed amendments it does not require fully enclosed vehicle storage.

Jim Oliver asked if we need to state that storage units cannot be used for occupancy purposes.

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PC Meeting

Pete Frisina said he didn't think that was necessary since the buildings do not meet code for occupancy and it can be enforced on that basis. He added that the intent of the new regulations is to put the vehicle storage areas to the rear of the development behind the buildings.

Jim Oliver asked if a site with only vehicle storage is considered a self-storage facility.

Pete Frisina said there is currently a use in C-H and M-1 for a parking garage/lot.

Ellen Smith said her clients questioned the requirements for a multi-story facility where it says that vehicle loading is only allowed on the side or rear of the building. She added that they also allow loading in the front where the front has a retail character with a lobby.

Pete Frisina said it was envisioned that the loading areas on the side or rear would be through roll up bay doors and/or loading docks. He added he didn't have a problem with loading in the front through the normal retail type sliding glass doors into a lobby. He said that he would clarify that in the ordinance. He added that the architectural standards that were approved last week by the BOC for SR 54 would be the model for the architectural standards used in the SR 138 corridor. He said that is all he has for tonight.

THE FAYETTE COUNTY PLANNING COMMISSION met on February 18, 2021 at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

MEMBERS PRESENT: Danny England, Chairman (via *teleconference*)
Arnold Martin, Vice-Chairman (via *teleconference*)
John H. Culbreth (via *teleconference*)
Brian Haren (via teleconference)
Jim Oliver

STAFF PRESENT: Pete A. Frisina, Director of Community Services
Chanelle Blaine, Zoning Administrator (via *teleconference*)
Howard Johnson, Plan & Zoning Coordinator (via *teleconference*)

1. Discussion of internal access self-storage facility, SR 138 and North SR 314 Overlay Zone and General Business District Zoning District.

Pete Frisina said that David Brill is here tonight and that he is a resident of north Fayette County and has been the president of the North Fayette Community Association. He added that what you have received is the conditional use requirements for a self-storage facility being added to the General Business zoning district and amended in the C-H and M-1 zoning districts and the architectural requirements in the SR 138 and SR 314 Overlay. He stated under the conditional use item number 1 makes a differentiation between a one story self-storage facility and a multi-story self-storage facility where a multi-story self-storage facility can be internal access only. He said in the case of a one story self-storage facility with exterior access, the exterior access shall not directly face a street. He added that individual storage units are limited to 600 square feet, the facility may contain one on-site single-family dwelling unit, and the 25 foot width between buildings was originally recommended by the Fire Marshal. He said no open storage of items other than vehicles will be allowed.

Chairman England suggested that wood textured vinyl siding be eliminated from the list of materials.

Arnold Martin asked if there are any restrictions on the size of an on-site single-family dwelling unit.

Pete Frisina said there were not any restrictions on the size of an on-site single-family dwelling unit. He added that the two existing single-family dwelling units in a storage facility is a small apartment of the office and the other one is a small detached house that is on-site. He said he didn't see a need to restrict the size.

Pete Frisina said the amendments to the SR 138 and SR 314 Overlay where for architecture and what is being proposed is the same architectural regulations that were

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just approved by the Board of Commissioners for the SR 54 Overlay.

Jim Oliver said he was in agreement with the architectural regulations being proposed.

Pete Frisina said he was ready to move ahead with public hearings for the amendments.

It was the consensus of the Planning Commission to move ahead with public hearings.

THE FAYETTE COUNTY PLANNING COMMISSION met on March 4, 2021 at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

MEMBERS PRESENT: Danny England, Chairman (via *teleconference*)
Arnold Martin, Vice-Chairman (via *teleconference*)
John H. Culbreth (via *teleconference*)
Brian Haren
Jim Oliver

STAFF PRESENT: Pete A. Frisina, Director of Community Services (via teleconference)
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1. Consideration of amendments to Chapter 110. Zoning Ordinance, Regarding Sec. 110-144. - C-H, Highway Commercial District, Sec. 110-146. - M-1, Light Industrial District, Sec. 110-150. - G-B, General-Business District, Sec. 110-169. - Conditional Use Approval and Sec. 110-173. Transportation Corridor Overlay Zone concerning Self-Storage Facilities.

Pete Frisina said these amendments will create a conditional use for self-storage facilities in the General Business zoning category and also amend the existing regulations for self-storage facilities in the C-H and M-1 zoning districts. He said the amendments are as was discussed at the last Planning Commission meeting and include Chairman England's suggestion to eliminate vinyl siding from the list of façade materials.

Brian Haren said he was in agreement with eliminating vinyl siding.

John Culbreth entered the meeting via teleconference.

Chairman England asked if there was anyone present that would like to make a comment concerning the petition. Hearing none, he asked if there was anyone in the live streaming audience that would like to call into the meeting to make a comment. Hearing none after approximately one minute the Chairman said he would bring the item back to the board.

Brian Haren made a motion to recommend approval of amendments to Chapter 110 regarding Section 110-144. C-H - Highway Commercial District; Section 110-146. M-1 - Light Industrial District; Section 110-150. G-B - General-Business District; Section 110-169. Conditional Use Approval; and Section 110-173. Transportation Corridor Overlay Zone of the Zoning Ordinance concerning Self-Storage Facilities. Arnold Martin seconded the motion. The motion passed 5-0.

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of Ordinance 2021-06, amendments to Chapter 110. Zoning Ordinance, Regarding Sec. 110-3. – Definitions and Sec. 110-169. - Conditional Use Approval concerning Cemeteries.

Background/History/Details:

Staff recommends approval of the amendments.

The Planning Commission recommended approval of the amendments.

Arnold Martin made a motion to recommend approval of amendments to Chapter 110 regarding Section 110-3. Definitions and Section 110-169. Conditional Use Approval of the Zoning Ordinance concerning Cemeteries. John Culbreth seconded the motion. The motion passed 5-0.

What action are you seeking from the Board of Commissioners?

Approval of Ordinance 2021-06, amendments to Chapter 110. Zoning Ordinance, Regarding Sec. 110-3. – Definitions and Sec. 110-169. - Conditional Use Approval concerning Cemeteries.

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:

Sec. 110-3. - Definitions.

Funeral services means the observances, services, or ceremonies held for dead human bodies and includes any service relating to the transportation, embalming, cremation, observances, and interment of a dead human body.

Sec. 110-169. - Conditional use approval.

L. *Cemetery, human or pet.* Allowed in A-R and C-H zoning districts. A human cemetery is also allowed in conjunction with a church or other place of worship.

1. *Human cemetery.*

- (i) The facility shall comply with all requirements of the state.
- (ii) Minimum lot area shall be ten acres.
- (iii) A crematorium or mausoleum/**columbaria** shall be allowed only in conjunction with a cemetery.
- (iv) A crematorium shall be set back 300 feet from all property lines.
- (v) **Allowed uses and/or structures incidental to a cemetery shall include a funeral establishment building/office (where funeral services may be provided), maintenance/storage building, pavilion, chapel, restroom facility and statues/monuments.**
- (vi) Grave sites shall meet the setbacks and buffers applicable to the underlying zoning district. A buffer shall not be required along the common boundary where the side or rear yard abuts property developed for the following Conditional uses in a residential or A-R zoning district as regulated in [sec. 110-169](#): cemetery, human or pet; child care facility; church and/or other place of worship; college and/or university; hospital; private school; or recreation centers owned by nonprofit organizations as so registered with the secretary of state office.
- (vii) Landscape areas shall be required and planted in accordance with [chapter 104](#).
- (viii) Graves for pets shall meet the requirements of subsection (2)j.2(ii), (iii) and (iv) of this section.

THE FAYETTE COUNTY PLANNING COMMISSION met on February 4, 2021 at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

MEMBERS PRESENT: Danny England, Chairman (via *teleconference*)
Arnold Martin, Vice-Chairman (via *teleconference*)
John H. Culbreth (via *teleconference*)
Brian Haren (via teleconference)
Jim Oliver

STAFF PRESENT: Pete A. Frisina, Director of Community Services
Chanelle Blaine, Zoning Administrator (via *teleconference*)
Howard Johnson, Plan & Zoning Coordinator (via *teleconference*)

1. Discussion of Cemeteries

Pete Frisina said we have Rod Wright and Steven Jones here tonight and Rod is looking to develop a cemetery and he has sent a list of the buildings and uses he wants to include in the cemetery. He stated the conditional use category for a cemetery does not mention these buildings and uses and his suggestion is to amend the ordinance to include the buildings and uses needed to support the cemetery.

Rod Wright said he going to develop a cemetery on SR 85 south and state law requires a funeral establishment building to be able to market funeral services and products.

Steven Jones said he is an attorney with Bovis, Kyle, Burch and Medlin and the zoning ordinance mentions cemeteries in A-R and when written we feel it wasn't contemplated of the requirements of the state. He added at the state level there is three things: the cemetery, the funeral establishment and a crematorium. He said it could be implied that these three things are part of a cemetery as currently written in the ordinance. He stated that we are looking at just the cemetery and funeral establishment and not a crematorium. He said we are here because we want the zoning ordinance to be clear that these buildings/uses are part of a cemetery.

Arnold Martin asked if what you are requesting is to allow the sale of funeral related items.

Steven Jones said that is correct but also to allow the funeral services as well.

Arnold Martin asked if the language in the conditional use which says "a crematorium shall be allowed only in conjunction with a cemetery" requires that there be a crematorium.

Pete Frisina said it is not a requirement to have a crematorium or a mausoleum.

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February 4, 2021
PC Meeting

Steven Jones said it his opinion that that language further shows that the intent of the ordinance allows all of these other things and based on our site and the state regulations do not allow a crematorium within 1,000 feet of a platted subdivision which this site cannot meet.

Chairman England said normally cemeteries are associated with a church or a municipality. He added that is a private business where all of the funeral needs can be taken care of in one place.

Brian Haren asked if we are talking about mortuary services on site.

Steven Jones said part of the funeral establishment is funeral services and funeral directing but at this time we do not intend to do embalming but it would be allowed under the state regulations.

Pete Frisina said it was his understanding of the state requirements that a funeral establishment has to have the space/facilities to do embalming even though you may choose not to do that on-site.

Steven Jones said that is right.

Brian Haren said basically we are talking about a traditional funeral home in conjunction with a cemetery including the sales of the services and products. He asked what the zoning of the property and area is.

Pete Frisina said A-R.

Brian Haren asked if the property needs to be rezoned.

Pete Frisina said the cemetery is a conditional use allowed in A-R and C-H. He added that he recommends looking at adding these uses to the conditional use requirements. He said Rod is also looking at uses that are not state requirements such as an open air pavilion and maintenance building. He stated that he is in agreement with Steven Jones that we amend the ordinance to clarify what is allowed so there is no questions.

Jim Oliver asked about the buffer requirements in the conditional use.

Pete Frisina said the term buffer applies to C-H which requires a buffer adjacent to residential property but A-R would require the setbacks be met.

Rod Wright said the property abuts Lisbon Baptist Church and their cemetery so does the 50 foot buffer not apply.

Pete Frisina said the A-R does not require a buffer but it requires a 50 foot setback. He added that he is going to move ahead with amendments as we discussed tonight.

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PC Meeting

Rod Wright said he would like to have a funeral establishment to be able market funeral services, as well as, the other items he sent in for consideration.

THE FAYETTE COUNTY PLANNING COMMISSION met on February 18, 2021 at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

MEMBERS PRESENT: Danny England, Chairman (via *teleconference*)
Arnold Martin, Vice-Chairman (via *teleconference*)
John H. Culbreth (via *teleconference*)
Brian Haren (via teleconference)
Jim Oliver

STAFF PRESENT: Pete A. Frisina, Director of Community Services
Chanelle Blaine, Zoning Administrator (via *teleconference*)
Howard Johnson, Plan & Zoning Coordinator (via *teleconference*)

1. Discussion of cemeteries.

Pete Frisina said what you have received is the ordinance amendments that were discussed last week. He added that Brian Haren suggested adding language to the ordinance concerning funeral services. Pete said he added a definition for funeral services that is in the state law and also that funeral services would take place on a cemetery property. Attorney Steven Jones asked that the term “columbaria” be added to the ordinance. Pete said the term has been added. Pete asked Rod Wright if he was in agreement with the amendments to the ordinance

Rod Wright stated that he was in agreement with the ordinance amendments.

Jim Oliver suggested that the term “observances” be added to the second portion of the definition for funeral services.

Pete Frisina said he was ready to move ahead with public hearings for the amendments.

THE FAYETTE COUNTY PLANNING COMMISSION met on March 4, 2021 at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

MEMBERS PRESENT: Danny England, Chairman (via *teleconference*)
Arnold Martin, Vice-Chairman (via *teleconference*)
John H. Culbreth (via *teleconference*)
Brian Haren
Jim Oliver

STAFF PRESENT: Pete A. Frisina, Director of Community Services (via teleconference)
Chanelle Blaine, Zoning Administrator
Howard Johnson, Plan & Zoning Coordinator

1. Consideration of amendments to Chapter 110. Zoning Ordinance, Regarding Sec. 110-3. – Definitions and Sec. 110-169. - Conditional Use Approval concerning Cemeteries.

Pete Frisina said the amendments are as was discussed at the last Planning Commission meeting and include Jim Oliver’s suggestion to add the word “observances” to the second portion of the definition of “funeral establishment.”

Attorney Steven Jones said, speaking on behalf of his client Rod Wright, they stand behind staff’s recommended amendments and thanks the Planning Commission for their consideration in this matter. He added that he asks that the Planning Commission recommend approval of the amendment and he is here to answer any questions. He stated that these amendments brings the zoning ordinance up to date with state law concerning funeral establishments and services.

Chairman England asked if there was anyone present that would like to make a comment concerning the petition. Hearing none, he asked if there was anyone in the live streaming audience that would like to call into the meeting to make a comment. Hearing none after approximately one minute the Chairman said he would bring the item back to the board.

Arnold Martin made a motion to recommend approval of amendments to Chapter 110 regarding Section 110-3. Definitions and Section 110-169. Conditional Use Approval of the Zoning Ordinance concerning Cemeteries. John Culbreth seconded the motion. The motion passed 5-0.

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of staff's recommendation to declare one (1) trailer as unserviceable and to sell the asset on-line using contracted auction services and for all proceeds to be returned to the vehicle replacement fund.

Background/History/Details:

This trailer (Asset #10676, 1998 Etnyre Model R35TL-PS-T-1, VIN 1E9D50208WE111259) was replaced this fiscal year and is no longer serviceable to the County. Staff recommends that this trailer be declared surplus and sold through an on-line auction with all proceeds being returned to the vehicle replacement fund. The County has an existing contract (#1575-A) with Auctions International for auction services and it is recommended this asset be sold on-line utilizing this vendor.

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to declare one (1) trailer as unserviceable and to sell the asset on-line using contracted auction services and for all proceeds to be returned to the vehicle replacement fund.

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:

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of staff's recommendation to declare one (1) Case 580K Backhoe - Serial #JGG0014176 as unserviceable and to sell the asset on-line using contracted auction services and for all proceeds to be returned to the Water System fund.

Background/History/Details:

The Water System Case 580K Backhoe - Serial # JGG0014176 is no longer serviceable to the County. Staff recommends that this asset be declared surplus and sold through an on-line auction with all proceeds being returned to the Water System fund. The County has an existing contract (#1575-A) with Auctions International for auction services and it is recommended this asset be sold on-line utilizing this vendor.

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to declare one (1) Case 580K Backhoe - Serial #JGG0014176 as unserviceable and to sell the asset on-line using contracted auction services and for all proceeds to be returned to the Water System fund.

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:

Proceeds from the auction sale would be posted to 50540001-392100.

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of the Georgia Department of Transportation (GDOT) Title VI Non-Discrimination Agreement and Assurances (40 CFR Part 21.7).

Background/History/Details:

One requirement of the GDOT certification process for local governments to administer federal-aid project is for the annual adoption of GDOT Title VI Non-Discrimination Agreement and Assurances. The 12-page form is provided as back-up to this agenda request and requires the Chairman's signature.

Public Works, Human Resources, and the Purchasing Department work together to ensure the requirements and intent of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 are met and satisfied.

What action are you seeking from the Board of Commissioners?

Approval of the Georgia Department of Transportation (GDOT) Title VI Non-Discrimination Agreement and Assurances (40 CFR Part 21.7).

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:

TITLE VI NON-DISCRIMINATION AGREEMENT

**The Georgia Department of Transportation
and**

Name of Recipient

Policy Statement

The ***(Name of Recipient)*** _____, *hereinafter referred to as the "Recipient"* assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Recipient further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include **all** programs or activities of Federal Aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not.

In the event the Recipient distributes federal aid funds to a sub-recipient, the Recipient will include Title VI language in all written agreements and will monitor for compliance.

The Recipient's ***(Name of person/division)*** _____, is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulation(CFR) 200 and 49 Code of Federal Regulation 21.

Name of Responsible Agency Official (Please Print)

Title

Date

Title VI Program

Organization and Staffing

Pursuant to 23 CFR 200, **(Name of Recipient)** _____ has appointed a Title VI Specialist who is responsible for **Attachment 1**, which describes the hierarchy for **(Name of Recipient)'s** _____ Title VI Program, including an organization's chart illustrating the level and placement of Title VI responsibilities.

Assurances

49 CFR Part 21.7

The _____, hereby gives assurances:

1. That no person shall on the grounds of race, color, national origin, and sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are Federally funded or not. Activities and programs which the recipient hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to:
 - List all major programs and activities of the recipient and Title VI responsibilities for each one of them. Include information as **Attachment 2** to this Nondiscrimination Agreement.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each program, activity, and facility as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.
4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the recipient by the Georgia Department of Transportation (GDOT) under the Federally-Funded Program and is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Recipient.
5. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements.

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

6. That the Recipient shall insert the clauses of Appendix A of this Agreement in every contract subject to the Act and the Regulations.
7. That the Recipient shall insert the clauses of Appendix B of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. That the Recipient shall include the appropriate clauses set forth in Appendix C of this Agreement, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under a Federal Aid Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under a Federal Aid Program.
9. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

Implementation Procedures

This agreement shall serve as the recipient's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The recipient shall:

1. Issue a policy statement, signed by the head of the recipient, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by GDOT or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the recipient shall be held responsible for implementing Title VI requirements.
3. Establish a civil rights unit and designate a coordinator who has a responsible position in the organization and easy access to the head of the recipient. This unit shall contain a Title VI Specialist, who shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately staff the civil rights unit to effectively implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin or sex, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the recipient's report

of investigation, will be forwarded to GDOT's Office of Equal Employment Opportunity (OEEEO) within 10 days of the date the complaint was received by the recipient.

6. Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the programs and activities conducted by the recipient.
7. Conduct Title VI reviews of the recipient and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year.

a) Annual Work Plan

Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.

b) Accomplishment Report

List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Specialist and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Specialist. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the recipient.

Discrimination Complaint Procedure

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's Title VI Specialist for review and action.
2. In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:
 - a) The date of alleged act of discrimination; or
 - b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the recipient or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the recipient, the person shall be interviewed by the Title VI Specialist. If necessary, the Title VI Specialist will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the recipient's investigative procedures.
4. Within 10 days, the Title VI Specialist will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as GDOT and USDOT.
5. The recipient will advise GDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to GDOT:
 - a) Name, address, and phone number of the complainant.
 - b) Name(s) and address (es) of alleged discriminating official(s).
 - c) Basis of complaint (i.e., race, color, national origin or sex)
 - d) Date of alleged discriminatory act(s).
 - e) Date of complaint received by the recipient.
 - f) A statement of the complaint.

- g) Other agencies (state, local or Federal) where the complaint has been filed.
 - h) An explanation of the actions the recipient has taken or proposed to resolve the issue raised in the complaint.
6. Within 60 days, the Title VI Specialist will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the recipient. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.
7. Within 90 days of receipt of the complaint, the head of the recipient will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with GDOT, or USDOT, if they are dissatisfied with the final decision rendered by the Recipient. The Title VI Specialist will also provide GDOT with a copy of this decision and summary of findings upon completion of the investigation.
8. Contact for GDOT's Title VI staff is as follows:

Georgia Department of Transportation
Office of Equal Opportunity, Title VI/ Program
600 West Peachtree Street, N.W. 7th Floor
Atlanta, GA 30308
(404) 631-1497

Sanctions

In the event the recipient fails or refuses to comply with the terms of this agreement, the GDOT may take any or all of the following actions:

- a) Cancel, terminate, or suspend this agreement in whole or in part;
- b) Refrain from extending any further assistance to the recipient under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the recipient.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the recipient.
- d) Refer the case to the Department of Justice for appropriate legal proceedings.

**SIGNED FOR THE GEORGIA DEPARTMENT
OF TRANSPORTATION:**

Signature

EEO Director

Title

Date

NAME OF RECIPIENT:

Signature

Title

Date

Appendix A

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to GDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor’s non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request GDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

Appendix B

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Georgia will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with an in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, the Department of Transportation GDOT (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1064 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Georgia all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the state of Georgia, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Georgia, its successors, and assigns.

The state of Georgia, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)(and)* (2) that the state of Georgia, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.¹

¹ Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

Appendix C

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by (Recipient) pursuant to the provisions of Assurance 8.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose of which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease has never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Georgia State Department of Transportation pursuant to the provisions of Assurance 8.

The LESSEE, or himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the ease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of staff's recommendation to add Fairbrook subdivision to Fayette County's Street Light Program.

Background/History/Details:

The property owners in the subdivision known as Fairbrook are petitioning the Board of Commissioners to add Fairbrook subdivision into the Fayette County Street Light Program.

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

The estimated monthly charge is \$402.01. Fairbrook has paid the \$100 application fee and the first two (2) years prepayment for street lights. The anticipated street light assessment for the seventeen (17) parcels in the Fairbrook street light district on the 2022 Property Tax Bill is \$341 per parcel.

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to add Fairbrook subdivision to Fayette County's Street Light Program.

If this item requires funding, please describe:

These additional lights will cost \$402.01 per month per Georgia Power. Fairbrook has prepaid the amounts required to become a street light district until the cost may be added onto the property tax bill and the county reimbursed.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

FAYETTE COUNTY PETITION FOR STREET LIGHTING

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

EACH OF US DOES HEREBY PLEDGE AND CONSENT TO THE LEVYING OF A LIEN BY FAYETTE COUNTY AGAINST PROPERTY WE OWN FOR THE PURPOSE OF PAYMENT OF THE COST OF AND OPERATING THE STREET LIGHTS. THERE ARE 17 NUMBER OF LOTS CURRENTLY EXISTING IN STREET LIGHT DISTRICT Fairbrook, AND EACH OWNER AS SHOWN ON THE TAX RECORDS HAS AFFIRMATIVELY SIGNED THIS PETITION OR INDICATION FOR DISAPPROVAL IS NOTED HEREIN.

THIS PETITION REPRESENTS 17 AFFIRMATIVE VOTES, OR 100 % OF THIS DISTRICT TO BE EFFECTED IN THIS REQUEST. YOUR SIGNATURE ON THIS PETITION INDICATED THAT YOU HAVE READ AND FULLY UNDERSTAND THE REQUIREMENTS FOR APPROVAL OF A STREET LIGHT DISTRICT.

PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC, THE UNDERSIGNED AFFIANT, WHO SAYS ON OATH THAT HE, SHE IS ONE OF THE SUBSCRIBING WITNESSES TO THE WITHIN INSTRUMENT; THAT EACH OF SAID WITNESSES SAY THE EXECUTION AND DELIVERY OF THE SAME BY EACH GRANTOR THEREIN FOR THE PURPOSE SET FORTH; AND THAT EACH OF SAID WITNESSES SIGNED THE SAME AS PURPORTED.

SWORN TO AND SUBSCRIBED BEFORE ME,

THIS 11th DAY OF January, 2021.

Lisa Jarter

(SUBSCRIBING WITNESS)

M. Carol Carlson
NOTARY PUBLIC

FAYETTE COUNTY, STATE OF GEORGIA



FAYETTE COUNTY STREET LIGHTING PROGRAM SIGNATURE SHEET

17
Lot #(s)

Don Brent, LLC

Property Owner(s)

09 Ilene Dr., Fayetteville
(Street & No.)

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

[Signature]
Signature

Signature

[Signature]
Witness

Lot #(s)

Property Owner(s)

(Street & No.)

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

Signature

Signature

Witness

BOARD OF COUNTY COMMISSIONERS

Lee Hearn, Chairman
Edward Gibbons, Vice Chairman
Eric K. Maxwell
Charles W. Oddo
Charles D. Rousseau

Consent: Item #7



FAYETTE COUNTY, GEORGIA

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

140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

MINUTES

February 25, 2021

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 Lee Hearn called the February 25, 2021 Board of Commissioners meeting to order at 6:30 p.m. A quorum of the Board was present. Commissioner Charles Rousseau attended the meeting virtually via Microsoft Teams as allowed during the pandemic.

Invocation and Pledge of Allegiance by Chairman Lee Hearn

Chairman Lee Hearn offered the Invocation and led the Board and audience in the Pledge of Allegiance.

Acceptance of Agenda

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

PROCLAMATION/RECOGNITION:

PUBLIC HEARING:

1. **Consideration of staff's request to adopt Resolution 2021-03 pertaining to the "Fayette County 2020 Annual Report on Fire Services Impact Fees, including Comprehensive Plan Amendments for Updates to the Capital Improvements Element and Community Work Program (FY2021- FY2025)" and to transmit the document to the Atlanta Regional Commission and the Department of Community Affairs for Regional and State review prior to adoption.**

Community Development Director Pete Frisina read the Introduction to Public Hearings. Mr. Frisina stated the meeting was unique in that it was being held during a time declared as a State of Public Emergency due to COVID-19 (coronavirus). In the abundance of caution concerning the COVID-19 (coronavirus), the meeting would be livestreamed, and the call-in number 770-305-5277 would be available for those who wanted to make public comment on any of the items during the public hearings portion of the meeting.

Pete Frisina stated that being considered before the Board was the Fayette County 2020 Annual Report on Fire Services Impact Fees. He continued that the total fees collected for fiscal year 2020 was \$112,942.40 compared to \$109,770.53 that was collected in fees last year. Mr. Frisina stated that the surrounding jurisdictions were also holding their 2020 Annual Report on Fire Services Impact Fees public hearings. He brought the Boards' attention to page 10 of the agenda packet, stating that there was approximately \$7 million being collected in impact fee to pay for improvement to fire services. Mr. Frisina stated that the goal of

this item was to adopt Resolution 2021-03 which would approve the transmittal of the Fayette County 2020 Annual Report on Fire Services Impact Fees to the Atlanta Regional Commission and the Department of Community Affairs for Regional and State review. He stated that once final approval was received the Board would adopt the 2020 Annual Report on Fire Services Impact Fees along with the surrounding jurisdictions by June 30, 2021.

No one spoke in favor or opposition

Commissioner Rousseau asked the County Administrator if any trends had been noticed when gathering and analyzing the data used to comprise the Fayette County 2020 Annual Report on Fire Services Impact Fees.

County Administrator Steve Rapson stated not at this time. He stated that the numbers were based on housing development, which was expected to increase; and was reflective of what had been seen over the last two years.

Mr. Frisina expressed his appreciation for both the Finance Department and the Fire Department, who analyzed and gathered the data used to comprise the Fayette County 2020 Annual Report on Fire Services Impact Fees.

Vice Chairman Gibbons moved to approve staff's request to adopt Resolution 2021-03 pertaining to the "Fayette County 2020 Annual Report on Fire Services Impact Fees, including Comprehensive Plan Amendments for Updates to the Capital Improvements Element and Community Work Program (FY2021- FY2025)" and to transmit the document to the Atlanta Regional Commission and the Department of Community Affairs for Regional and State review prior to adoption. Commissioner Oddo seconded. The motion passed 5-0.

PUBLIC COMMENT:

CONSENT AGENDA:

Commissioner Oddo moved to accept the Consent Agenda as written, with the exception of item #4. Vice Chairman Gibbons seconded. The motion passed 5-0.

2. **Approval of staff's request for the Board of Commissioners to establish the annual Budget Calendar for Fiscal Year 2022, which begins July 1, 2021 and ends June 30, 2022.**
3. **Approval and signature of Georgia County Internship Program Grant Agreement from the Association County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc.**
4. **Approval of the February 11, 2021 Board of Commissioners Meeting Minutes.**

County Attorney Dennis Davenport advised the Board that the appointment term date range listed for items #6 and item #7 of the February 11, 2021 Board of Commissioners Meeting Minutes needed to be corrected. Mr. Davenport stated that the terms for each appointment were for four (4) years but was approved at the February 11, 2021 Board meeting and listed in the minutes as five-year terms. He stated that the correct term dates were beginning January 1, 2021 and expiring December 31, 2024, which should be properly reflected in the minutes. Mr. Davenport stated that the appointees were notified of their correct term dates.

Commissioner Oddo moved to approve the February 11, 2021 Board of Commissioners Meeting Minutes with noted changes as outlined by the County Attorney. Vice Chairman Gibbons seconded. The motion passed 5-0.

OLD BUSINESS:

NEW BUSINESS:

5. **Consideration of a recommendation of the Selection Committee, composed of Commissioner Charles Rousseau and Commissioner Charles Oddo, to appoint Doris Adhuzé to the Region Six Mental Health, Developmental**

Disabilities, and Addictive Diseases Regional Advisory Council for a term beginning October 1, 2020 and expiring September 30, 2023.

Doris Adhuze thanked the Board for their consideration and the opportunity to serve on the Region Six Mental Health, Developmental Disabilities, and Addictive Diseases Regional Advisory Council.

Commissioner Odd stated that everyone who applied were excellent candidates and expressed his appreciation for all who wanted to serve and applied.

Commissioner Rousseau moved to approve, to appoint Doris Adhuze to the Region Six Mental Health, Developmental Disabilities, and Addictive Diseases Regional Advisory Council for a term beginning October 1, 2020 and expiring September 30, 2023. Commissioner Oddo seconded. The motion passed 5-0.

ADMINISTRATOR'S REPORTS:

Contract #1431-P: Transportation engineer of Record; Task Order #48: Brogdon & New Hope Roundabout CEI Services

Mr. Rapson informed the Board of the Transportation Engineer of Record for Task Order #48- Brogdon & New Hope Roundabout.

County Administrator Steve Rapson advised that an updated "Hot Projects" listing was sent out via email to the Board to keep them abreast of the status of various projects throughout the county. He highlighted the Kenwood Road culvert replacement, Mercedes Trail culvert replacement, and Fire Station #2, and Starr's Mill Tunnel path. Mr. Rapson also advised that arrangements would be forthcoming regarding the Fire Station #2 ribbon cutting ceremony in mid-March.

ATTORNEY'S REPORTS:

Notice of Executive Session: County Attorney Dennis Davenport stated there were three items for executive session. There were two items of threatened litigation and the review of the February 11, 2021 Executive Session Minutes for consideration in Executive Session.

COMMISSIONERS' REPORTS:

Commissioner Rousseau

Commissioner Rousseau thanked staff, particularly Community Development Director Pete Frisina, who recently participated in a community association meeting to discuss county zoning issues.

Commissioner Rousseau expressed his appreciation for the Fayette County Health Department who also have participated in a few virtual community meetings over the past few weeks, providing very pertinent information to the citizens of Fayette County.

Commissioner Rousseau advised that the Governor had established a new website where residents could register for the COVID -19 vaccine, whether an individual was in the 1A vaccine distribution category or not. Commissioner Rousseau stated that the website was myvaccinegeorgia.com. Commissioner Rousseau encouraged all to use the new website but be patient as the vaccine begins being distribution.

EXECUTIVE SESSION:

Two items of threatened litigation and the review of the February 11, 2021 Executive Session Minutes for consideration in Executive Session.

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

The Board recessed into Executive Session at 6:47 p.m. and returned to Official Session at 7:07 p.m.

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

Approval of the February 11, 2021 Executive Session Minutes: Commissioner Oddo moved to approve the February 11, 2021 Executive Session Minutes. Vice Chairman Gibbons seconded the motion. The motion passed 5-0.

ADJOURNMENT:

Vice Chairman Gibbons moved to adjourn the February 25, 2021 Board of Commissioners meeting. Commissioner Oddo seconded the motion. The motion passed 5-0.

The February 25, 2021 Board of Commissioners meeting adjourned at 7:08 p.m.

Marlena M. Edwards, Chief Deputy County Clerk

Lee Hearn, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 25th day of March 2021

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 Commissioners Eric Maxwell and Edward Gibbons to nominate Michael Hofrichter, Lisa Wright Eichelberger and William Yarde to the Fayette County Hospital Authority for consideration of appointment to serve a term beginning June 1, 2020 and expires May 31, 2024.

Background/History/Details:

The Fayette County Hospital Authority was established by the Fayette County Board of Commissioners on February 2, 2000 when it was determined that a Hospital Authority would serve the citizens through financing projects as provided by the Hospital Authorities Law. While the Hospital Authority has no operational or oversight authority it does provide the ability to issue tax-free bonds and is able to offer the hospital a low-cost opportunity for capital funding. The Hospital Authority is comprised of five volunteer members who serve for four-year terms. Appointments to the Hospital Authority comprise a distinguished blend of business and community leaders willing to serve voluntarily in support of the community through service on the authority.

Three potential appointees are nominated by the Fayette County Board of Commissioners for each open position. There is currently one open position. Upon receiving the nominees, the Hospital Authority will either select a nominee or decline the nominees.

If approved by the Board, the applicants will be provided to the Hospital Authority for possible appointment. The incumbent is James Oliver.

What action are you seeking from the Board of Commissioners?

Approval to nominate Michael Hofrichter, Lisa Wright Eichelberger and William Yarde to the Fayette County Hospital Authority for consideration of appointment to serve a term beginning June 1, 2020 and expires May 31, 2024.

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

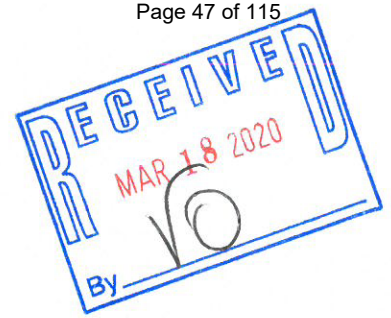
Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



APPLICATION FOR APPOINTMENT
Fayette County Hospital Authority

The Fayette County Hospital Authority was established by the Fayette County Board of Commissioners on February 2, 2000 when it was determined that a Hospital Authority would serve the citizens through financing projects as provided by the Hospital Authorities Law. While the Hospital Authority has no operational or oversight authority it does provide the ability to issue tax-free bonds and is able to offer the hospital a low-cost opportunity for capital funding.

The Fayette County Hospital Authority comprised of five volunteer members who serve for four-year terms. Appointments to the Hospital Authority comprise a distinguished blend of business and community leaders willing to serve voluntarily in support of the community through service on the authority. Potential appointees are nominated to the Hospital Authority by the Fayette County Board of Commissioners. Upon receiving nominees from the Fayette County Board of Commissioners, the Hospital Authority will either select a nominee or decline the nominees.

Please take a few minutes to complete the form and answer the questions below and return it with a resume, if available, to Tameca White, County Clerk, at twhite@fayettecountyga.gov or 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 **no later than 5:00 p.m. on Friday, March 27, 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 : MICHAEL J. HOFRICHTER

ADDRESS : 125 TARRAGON DRIVE
FAYETTEVILLE, GA 30215

TELEPHONE : (cell) [REDACTED] (work) (770) 460-1118
(home)

EMAIL ADDRESS : mhofrichter@rhkpc.com


Signature

18 MAR 20
Date



**R O G E R S
H O F R I C H T E R
& K A R R H L L C**

Main Office &
Mailing Address
225 S. Glynn St. Ste. A
Fayetteville, GA 30214

770. 460. 1118 *Tel*
877. 670. 6747 *Toll free*
770. 460. 1920 *Fax*
www.roholaw.com

**GREG ROGERS
MICHAEL HOFRICHTER
& HEATHER KARRH**
Attorneys at Law

Hospital Authority Applicant Michael J. Hofrichter

The following are my responses to the Application for Appointment to the Hospital Authority:

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

I have been a resident of Fayette County for 25 years, and I have operated a business here for 28 years.

2. Why are you interested in serving on the Fayette County Hospital Authority?

I have the time and interest to serve on the Hospital Authority, and I possess deep knowledge of local issues and affairs. Maintaining the high quality of the hospital, both as a major employer, and the primary provider of health services in Fayette County, should be our top priority.

3. What qualifications and experience do you possess for appointment to the Hospital Authority?

I am a practicing attorney, and have managed an eight person lawfirm in Fayette County since 1993. I am a disability advocate for various claim types (military veterans, social security disability, disability insurance, etc). I am also solely responsible for firm payroll, budgeting, ERISA plan administration, and cost management for annual revenue of approximately \$2M. I am proud that 6 of our 8 employees have been with our firm for more than 20 years.

I have also served on various community boards, including Fayette County Chamber of Commerce (Chairman, 2002), Fayette County Bar Association (President, 2001), Metro Fayette Kiwanis Club (President, 1997), Fayette Community Foundation, Fayette Fire Foundation (current), and Boy Scout Troop 75 (current).

4. List your recent employment experiences to include name of company and position.

Since 1993, I have been a practicing attorney and managing partner with Rogers, Hofrichter & Karrh, LLC, a Fayette County lawfirm.

5. Do you have any past experience relating to the Hospital Authority? If so, please describe.

No.

6. Are you currently serving on a commission/board/authority or in any elected capacity with any government?

I am a board member with the Fayette Fire Foundation, and I prepared its initial non-profit incorporation paperwork, as well as its Mission Statement, Bylaws, and Articles of Incorporation. I also recently cycled off the Fayetteville Mainstreet Board, where I had served since 2005.

7. Have you attended any Hospital Authority meetings in the past two years and, if so, how many?

No.

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

Yes.

9. Based on the qualifications listed in Press Release, what qualifies you to be a member of the Hospital Authority?

I have broad perspectives as a long-time resident, business owner, community volunteer, and as a disability advocate representing several thousand individuals with various health conditions and medical needs. I have extensively dealt with insured and uninsured clients, with private healthcare insurers, and with various government healthcare providers (Medicare, Medicaid, Tricare, etc). I can provide knowledge and insight to this board, and I am looking forward to serving if asked.

10. What is your vision of the county's future related to the duties of the Hospital Authority?

I have seen the hospital expand from a nascent entity in mid-1990s, to what it has become today – nationally recognized for excellence in health care delivery. The hospital should strive to maintain this excellence through thoughtful and deliberate decisions necessary to meet the expanding medical needs of the community.

11. Would there be any possible conflict of interest between your employment or your family and you serving on the Hospital Authority?

No.

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

No.

13. Describe your current community involvement.

I serve on the Fayette Fire Foundation executive committee, committee member with Boy Scout Troop 75 in Peachtree City, and I have been a basketball coach with Peachtree City Youth Basketball Association for five years.

14. Have you been provided a copy of the county's Ethics Ordinance?

Yes, and I have read it completely.

15. Is there any reason you would not be able to comply with the Ethics Ordinance?

No.

Michael J. Hofrichter

Contact Info

125 Tarragon Drive • Fayetteville, GA 30215 • [REDACTED]
mhofrichter@rhkpc.com

Education

Juris Doctor, Univ. of Georgia School of Law
B.A., Bowling Green State University, with honors

Employment History

1993 - present

Partner, and managing member of Rogers, Hofrichter & Karrh, LLC. Practice areas include workers compensation, veterans' disability benefits, Social Security disability (Medicare/Medicaid), and life, health and disability insurance.

1990 - 1993

Swift, Currie, McGhee & Hiers. Insurance defense attorney representing employers and insurers.

Professional Honors

AV Preeminent Rated (Peer/Judicial) Martindale Hubbell
Georgia Super Lawyers (2013 to present)

Community Leadership Positions

2015 - present

Board of Directors, Fayette Fire Foundation (founding member)

2019 - present

Committee member Boy Scout Troop 75 (Peachtree City UMC)

2015 - 2019

Committee member Cub Scout Pack 201 (Providence UMC)

2005 - 2012, 2016 - 2019

Board of Directors, Mainstreet Foundation, City of Fayetteville

2003 - 2012

Board of Directors, Fayette Community Foundation

2002

Chairman, Fayette County Chamber of Commerce

1999 - 2003

Board of Directors, Fayette County Chamber of Commerce

2001

President, Fayette County Bar Association

1997

President, Metro Fayette Kiwanis Club

1994 - 2002

Member, Metro Fayette Kiwanis Club

Personal

Married 18 years to Denise Hofrichter, a staff member at St. Gabriel Catholic Church
Son, Luke, a sixth grader at Rising Starr Middle School



RECEIVED
MAY 13 2020
BY: VO

APPLICATION FOR APPOINTMENT
Fayette County Hospital Authority

The Fayette County Hospital Authority was established by the Fayette County Board of Commissioners on February 2, 2000 when it was determined that a Hospital Authority would serve the citizens through financing projects as provided by the Hospital Authorities Law. While the Hospital Authority has no operational or oversight authority it does provide the ability to issue tax-free bonds and is able to offer the hospital a low-cost opportunity for capital funding.

The Fayette County Hospital Authority comprised of five volunteer members who serve for four-year terms. Appointments to the Hospital Authority comprise a distinguished blend of business and community leaders willing to serve voluntarily in support of the community through service on the authority. Potential appointees are nominated to the Hospital Authority by the Fayette County Board of Commissioners. Upon receiving nominees from the Fayette County Board of Commissioners, the Hospital Authority will either select a nominee or decline the nominees.

Please take a few minutes to complete the form and answer the questions below and return it with a resume, if available, to Tameca White, County Clerk, at twhite@fayettecountyga.gov or 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 **no later than 5:00 p.m. on Friday, 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: Dr. Lisa Wright Eichelberger

ADDRESS: 403 Berwick South

Peachtree City, GA 30269

TELEPHONE: (cell) [REDACTED] (home) 770-631-7862

EMAIL ADDRESS: lisaeichelberger@clayton.edu

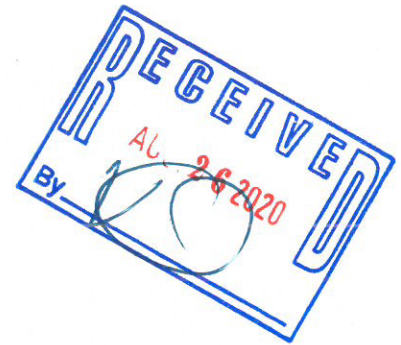
Lisa W Eichelberger
Signature

5/01/2020
Date



APPLICATION FOR APPOINTMENT
Fayette County Hospital Authority

1. How long have you been a resident of Fayette County? Twenty five years
2. Why are you intrested in serving on the Fayette County Hospital Authority?
As a nurse for over forty years, I understand how important adequate funding is for our hospital and I want to share my perspective both as a provider and a consumer
3. What qualifications and experience do you possess for appointment to the Hospital Authority?
I hold a PhD in Nursing, currently teach health policy- graduate level, have a 40 year career in health care and extensive knowlege of the Fayette community
4. List your recent employment experiences to include name of company and position.
Dean of the College of Health and Professor of Nursing at Clayton State University
5. Do you have any past experience relating to the Hospital Authority? If so, please describe.
No
6. Are you currently serving on a commission/board/authority or in and elected capacity with any government?
No
7. Have you attended any Hospital Authority meetings in the past two years and, if so, how many?
No
8. Are you willing to attend seminars or continuing education classes at county expense?
Absolutely
9. Based on the qualifications listed in Press Release, what qualifies you to be a member of the Hospital Authority?
I am a Registered Nurse with a masters and doctoral degrees in nursing, Involved in health care policy on the state and national level and have over forty years of experience in health care delivery
10. What is your vision of the county's future related to the duties of the Hospital Authority?
My hope is that the Hospital Authoriy would be able to provide guidance and support that would advance the public health goals of our community
11. Would there be any possible conflict of interest between your employment or your family and you serving on the Hospital Authority?
none
12. Are you in any way related to a County Elected Official or County employee? If so, please describe.
no
13. Describe your current community involvement.
Member of the First Baptist Church PTC - Member of FBC PTC Church Choir - Member - FBC PTC Missions Committee and Member, Pastor's Physician's Advisory Committee FBC-PTC
14. Have you been provided a copy of the county's Ethics Ordinance?
yes
15. Is there any reason you would not be able to comply with the Ethics Ordinance?
no



APPLICATION FOR APPOINTMENT

Fayette County Hospital Authority

The Fayette County Hospital Authority was established by the Fayette County Board of Commissioners on February 2, 2000 when it was determined that a Hospital Authority would serve the citizens through financing projects as provided by the Hospital Authorities Law. While the Hospital Authority has no operational or oversight authority it does provide the ability to issue tax-free bonds and is able to offer the hospital a low-cost opportunity for capital funding.

The Fayette County Hospital Authority comprised of five volunteer members who serve for four-year terms. Appointments to the Hospital Authority comprise a distinguished blend of business and community leaders willing to serve voluntarily in support of the community through service on the authority. Potential appointees are nominated to the Hospital Authority by the Fayette County Board of Commissioners. Upon receiving nominees from the Fayette County Board of Commissioners, the Hospital Authority will either select a nominee or decline the nominees.

Please take a few minutes to complete the form and answer the questions below and return it with a resume, if available, to Tameca Smith, County Clerk, at tsmith@fayettecountyga.gov or 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 no later than 5:00 p.m. on Friday, September 25, 2020. NOTE: Information provided on this form is subject to disclosure as a public record under Georgia Open

Records Law.

NAME: WILLIAM YARDE MD MHA

ADDRESS: 150 BRANDON MILL CIRCLE FAYETTEVILLE GA 30214 30214

TELEPHONE: (cell) [REDACTED] (home) 770 460 1231

EMAIL ADDRESS: [REDACTED]

Signature: [Handwritten Signature] Date: 9/25/2020

APPLICATION FOR APPOINTMENT

Fayette County Hospital Authority

1. How long have you been a resident of Fayette County? 23 YEARS
2. Why are you interested in serving on the Fayette County Hospital Authority? I believe I can contribute significantly to the governance of hospitals, medical facilities, and the practice of medicine in Fayette county
3. What qualifications and experience do you possess for appointment to the Hospital Authority? Due to my life experiences and my educational background. My life experience includes a being a physician for over 35 years, practicing in both the civilian and military sector. My civilian duties include being the CEO of a private neurosurgical practice and serving on various hospital committees. My military service included various administrative duties (Department head, Director of Surgical Services, Board of Trustee member). My educational background includes being a Neurosurgeon, Military Acupuncturist, and obtaining an MHA from Penn State in 2018.
4. List your recent employment experiences to include name of company and position.
 - a. Neurosurgeon United states Navy
 - b. Department head (neurosurgery) United States Navy
 - c. Director of surgical services United States Navy.
 - d. Board of Trustee member, NATO role 3 hospital, Kandahar Afghanistan (2013-2014)
 - e. Court Martial Board Member United States Navy (San Diego)
 - f. Please See my Attached CV
5. Do you have any past experience relating to the Hospital Authority? If so, please describe. I do not have any past experiences relating to the Fayette County Hospital Authority.
6. Are you currently serving on a commission/board/authority or in an elected capacity with any government? No
7. Have you attended any Hospital Authority meetings in the past two years and, if so, how many? None
8. Are you willing to attend seminars or continuing education classes at county expense? Yes

9. Based on the qualifications listed in Press Release, what qualifies you to be a member of the Hospital Authority?

- a) Ability to work effectively as a team member: In both the civilian and military world I have worked with teams. In some cases, I was a member, and at times a leader. A team that communicates well and is transparent has the ability to accomplish great things for the community and/or organization.

- b) Political acumen sufficient to establish and maintain cooperative working relationships with diverse groups across the public spectrum: I have worked with individuals of all races, religions, ethnicity, political preference, and sexual orientation. The task is first and foremost the goal(s) to be achieved and getting there in an efficient manner. At the same time a nontoxic work culture is maintained.

-c) Well-established and proven leadership within the community: Most of my leadership roles occurred during my military tenure (both Army and Navy) and involved the military community. It involve not only health care issues but also building relationships/bridges with surrounding towns, and communities in other countries.

-d) Prior experience working with any of the following: a) hospitals and health systems, b) medicine, dentistry, or a related practice of healthcare, c) healthcare consulting or business practice; d) public health departments, e) other groups engaged in efforts to improve health in their communities: I am a physician for over 35 years and worked at various hospitals in several states, and other countries. My primary role was that of a surgeon. Other roles included being a consultant in neurosurgery, neurology, general medicine, and acupuncture. The end point of my consultant role was always to improve the health and wellbeing of a community. (See CV)

- e) Previous service as a board member for business or professional organizations: Please see my attached CV

-f) Financial management skills including budgeting and cost management: My experience with financial, budgeting and cost management occurred in 2 positions: a) being the department head of neurosurgery, and director of surgical services in the United States Navy and: b) CEO of Southern Crescent Neurosurgery P.C. (Please see my CV).

-g) Familiarity of the hospital licensure / regulatory environment.: I am familiar with hospital licensure/regulatory environment: At various points of my military career I was a member of hospital accreditation committees and regulatory boards. I have dealt with the county, state and federal medical license and regulatory boards. My MHA degree has increased my insight in this matter.

10. What is your vision of the county's future related to the duties of the Hospital Authority? The purpose of the Authority is to promote public health goals of the community. My vision is to make Fayette County the best county in the delivery of all aspects of health care. This will be done by being on the cutting edge of medical technology, up to date facilities, compassionate and comprehensive patient care.

11. Would there be any possible conflict of interest between your employment or your family and you serving on the Hospital Authority? There will be no conflict of interest.

12. Are you in any way related to a County Elected Official or County employee? If so, please describe. No, I am not related to any County Elected Official or County employee.

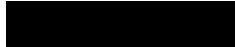
13. Describe your current community involvement. 1) Volunteer for my HOA projects. 2) Recently ran for Commissioner 5th district. 3) Member VFW post 2667

14. Have you been provided a copy of the county's Ethics Ordinance? Yes

15. Is there any reason you would not be able to comply with the Ethics Ordinance? There will be no reason for me not to comply with the ethic ordinance.

CDR(Ret) William Yarde MD MHA

150 Brandon Mill Circle, Fayetteville, Georgia 30214



OBJECTIVE:1) Medical Administrator Position. 2)Hospital Authority Board Member

PROFESSIONAL SUMMARY

Having recently retired from the United States Navy after 25 years of dedicated service, I am excited and motivated to contribute to the health care industry as an administrator. I am a dedicated and experienced healthcare provider who is highly regarded by his peers, patients, and community. I consistently balance the necessity of protecting and caring for people and property with the need to maintain good relationships with customers and the public. I am equally capable of working alone or as a member of a team, and very comfortable exercising initiative and solving problems. I am therefore interested in being a board member of a nonprofit or for-profit organization, or a health care advisory committee.

Qualifications include:

Neurosurgeon
Services
Dependability

Department Head
Conflict Resolution
Adaptability

Director of Surgical
Combat Experience
Loyalty

Professional Experience and accomplishments

7/2010-11/2017 Naval Medical Center San Diego, Staff Neurosurgeon

10/2012-11/2017 Naval Medical Center San Diego, Acupuncturist

7/2011-5/2013 Naval Hospital Camp Pendleton, Staff Neurosurgeon

7/2013-3/2014 Neurosurgeon/Director of Surgical Services Kandahar Role 3 Hospital,
Afghanistan

7/2013-3/2014 Board of Director, Kandahar Role 3 Hospital, Afghanistan
10/2014-10/2016 Court Marshal Board Member. Naval Medical Center San Diego
1/2006 – 7/2010 Department Head, United States Naval Hospital, Okinawa Japan
7/2000-12/2005 Adjunct Professor, (Neuroscience and Neuroanatomy)
Morehouse School of Medicine
7/1998-12/2005 Neurosurgeon (private Practice)
Crescent Neurosurgery, East Point Georgia
7/1997-6/1998 Neurosurgeon
South Atlanta Neurosurgery, Riverdale Georgia
7/1988-6/1991 General Medical Officer
United States Army, Fort McPherson and Fort Benning Georgia

Education and Training

MD: Morehouse School of Medicine, Atlanta, Georgia 1985
MHA: Master of Health Administration from The Pennsylvania State University, College of Health and Human Development, Department of Health Policy and Administration. December 2018
Certificate: Acupuncture, Helms Institute, San Diego California 2012
BSc Biology: Long Island University, Brooklyn, New York. 1978

Training:

7/1985-6/1988 Surgery Resident, Department of Surgery. Harlem Hospital, New York
7/1990-6/1991 Fellowship – Head Trauma, Department of Neurosurgery, University of Miami, Florida
7/1992-6/1997 Resident-Neurological Surgery, Department of Neurosurgery
University of Kansas, Kansas City, Kansas

Honor and Awards

1977-1978 Dean's List, Long Island University Brooklyn, New York
1978 Outstanding Student Graduating One Year ahead of class. Long Island University
1978 Fellowship, Microbiology, Long Island University, Brooklyn, New York

6/1990	Army Commendation Medal
2/1990	Army Achievement Medal
2/2006	Global War on Terrorism Service Medal
6/2010	Navy Commendation Medal
3/2014	Navy Commendation Medal with a star.
3/2014	Sharpshooter Ribbon
3/2014	Navy and Marine Corps Overseas Service Ribbon
3/2014	NATO Medal
3/2014	Afghanistan Campaign Medal
3/2014	NATO Non-Article 5 Medal ((ISAF)

Research and Publications

- Involvement of the Alpha and Beta-adrenergic system in the producing of short-term memory in rats. 1977-1978. New York University School of Medicine.
- Renal Cell Carcinoma Followed by a Cerebellar Mass. Kepes, JJ, Yarde, WL. Kansas Medicine 95:15-17, 1994. University of Kansas.
- Synovial Cyst of the lumbar Spine: Diagnosis, Surgical Management, and Pathogenesis. Yarde, WL, Arnold, PM, Kepes, JJ. Surgical Neurology 43:459-465, 1995
- Surgical Touch Artifacts of the Cerebral Cortex: An experimental Study with Light and Electron Microscope. Clinical Neuropathology 14:86-92, 1996
- Craniopharyngioma presenting as Korsakoff Psychosis, Kansas Medicine 96:22-24, 1995
- Visualization of infected Emboli Material (Polyvinyl alcohol) in Paraffin Secretions with Verhoeff-Van Gieson Elastic Stain. American Journal of Surgical Pathology 19 (96) 709-711, 1995
- Delayed Traumatic Hemorrhage (Ditch): Classification and Prevention. Abstract. Presented at AANS meeting March 1990

Professional Societies

Atlanta Surgical Society
 Georgia Medical Association
 California Medical Association
 United States Navy Historical Society

Licensure

Georgia State Board, 31371

California Medical Board, G87330

New York Medical Board, 168106 (Inactive)

North Dakota Medical Board, PT 9387 (Inactive)

Kansas Medical Board, 3660 (Inactive)

OTHER APPLICANTS

RECEIVED
MAR 25 2016
BY: VO

APPLICATION FOR APPOINTMENT
Fayette County Hospital Authority

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Please take a few minutes to complete the form and answer the questions below and return it with a resume, if available, to Floyd Jones, County Clerk, 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 no later than 5:00 p.m. on Friday, March 25, 2016.

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

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

NAME JAMES T. OLIVER JR.

ADDRESS 115 ARDEN CT. PEACHTREE CITY, GA 30269

TELEPHONE (day) 770 652 6609

(evening) 770 486 1881

(email address) JTOJR@COMCAST.NET


Signature


Date

1. Residency: I have resided fulltime in Fayette county for 21 years.
2. Interest in serving: My interest in serving is twofold: a desire to be able to share my skills and perspectives with a team tasked with an important duty and to increase my community involvement with the time I am now able to devote.
3. Qualifications and experience: I believe my experience with years of working with Banks and Bonding Authorities in structuring the borrowing and repayment needs of my company is a great asset; in addition I am serving and have served on several boards: Presently the Board of Directors of Mid West Georgia Home Builders, two stints on the Leadership Clayton board, Chairman of the City of Fayetteville Planning and Zoning committee and a building committee on local projects for the Archdiocese of Metro Atlanta.
4. Employment experience: I am Chairman and CEO of the Amesbury family of companies: we are a private residential and commercial investor and developer in the Southeast.
5. Past Hospital Authority experience: Last four years on the Piedmont Fayette Hospital Authority .
6. Presently serving: Not on a board in a public capacity.
7. Hospital Authority attendance in past two years: Last four years with the Piedmont Hospital Authority.
8. Willingness to attend continuing education: Yes.
9. Qualifications: I have an understanding of the relationship between the credit ratings given to the borrowing institution and the cost of that money to the borrowing entity: borrowers such as Piedmont Hospital must maintain investment grade bond ratings to obtain the most favorable borrowing rates in the open credit market.
10. County vision: I believe the hospital will continue to grow as our population continues to expand; the task is to increase the hospitals outreach and infrastructure needs in a measured and fiscally responsible manner. I also believe county leaders should continue to cultivate a close relationship with the various hospital and county development boards to aid and encourage quality residential and commercial development around Piedmont Fayette Hospital.
11. Conflicts: I don't anticipate any.
12. Related to anyone serving: No
13. Current community involvement: Presently my involvement is oriented towards church, social and business committees.
14. Provided county Ethics ordinance: Yes.
15. Problem in Complying with Ethics ordinance: No.

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



APPLICATION FOR APPOINTMENT
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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 : Jennifer R Bonds

ADDRESS : 105 O'Connell St Tyrone, GA 30290

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

EMAIL ADDRESS : [REDACTED]

[Handwritten Signature]
Signature

7/22/2020
Date



APPLICATION FOR APPOINTMENT
Fayette County Hospital Authority

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

I have been a resident of Fayette County since January 2020 when I married a 1995 McIntosh High School graduate.

2. Why are you interested in serving on the Fayette County Hospital Authority?

I am interested in serving on the Fayette County Hospital Authority to use my professional skillset to serve my new community. I have an interest in influencing policy changes that can improve overall health and access to healthcare in the community in which I live.

3. What qualifications and experience do you possess for appointment to the Hospital Authority?

I have education in healthcare administration and have worked in the field for over twelve years.

4. List your recent employment experiences to include name of company and position.

I am currently employed as the Administrator of a telemedicine program for the southeastern region of the Department of Veterans Affairs. I wrote the initial grant to start this program, designed the infrastructure and hired all of the current staff members of various clinical disciplines. I, along with a physician leader, developed and executed the strategic vision for this organization. I manage the multi-million-dollar budget.

5. Do you have any past experience relating to the Hospital Authority? If so, please describe.

No.

6. Are you currently serving on a commission/board/authority or in an elected capacity with any government?

No.

7. Have you attended any Hospital Authority meetings in the past two years and, if so, how many?

No.



APPLICATION FOR APPOINTMENT
Fayette County Hospital Authority

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

Yes.

9. Based on the qualifications listed in Press Release, what qualifies you to be a member of the Hospital Authority?

My professional training and experience make me uniquely qualified to serve my community in this role. I have the ability to work effectively as a team member, specifically in a healthcare setting. I am experienced with using political acumen to work with diverse groups. My experience of working in government funded health services gives me a unique perspective of navigating the challenges of using tax payer dollars to funded healthcare capital and non-capital expenditures. Additionally, I have received board training through the United Way of Greater Atlanta and have served on boards of three community organizations. Finally, I manage a multi-million budget annually in my professional role.

10. What is your vision of the county's future related to the duties of the Hospital Authority?

My vision of the county's future related to the duties of the Hospital Authority is to encourage the use of non-capital expenditures to expand access to healthcare services in Fayette County. The rise in use of telemedicine during the COVID pandemic has shifted the way healthcare is provided. This will allow the Hospital Authority to more prudently use tax dollars because the need for capital expenditures should decrease in some areas in healthcare.

11. Would there be any possible conflict of interest between your employment or your family and you serving on the Hospital Authority?

No.

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



APPLICATION FOR APPOINTMENT
Fayette County Hospital Authority

No.

13. Describe your current community involvement.

I currently serve on the grant review community for the Episcopal Community Foundation of Middle and North Georgia. I have served in this capacity for almost four years.

14. Have you been provided a copy of the county's Ethics Ordinance?

Yes.

15. Is there any reason you would not be able to comply with the Ethics Ordinance?

No.

JENNIFER BONDS KING, MHA, FACHE 105 O'Connell Street Tyrone, GA 30290

Improving Processes • Inspiring Systemic Change

EXPERIENCED HEALTHCARE ADMINISTRATOR*...intrapreneur and implementation practitioner with a passion for health equity*

Visionary leader, strategic thinker, and administrator with over ten years of progressive experience in healthcare administration, physician relations, clinical data analytics, strategic planning, and property management. Experience managing projects focused on developing strategies to improve access, productivity, efficiency, and quality for effective clinical operations. Strategic planner with experience in federal leasing. Accomplished grant writer and implementation practitioner for innovative new models of healthcare.

HIGHLIGHTED PROFESSIONAL EXPERIENCE**Atlanta Veterans Affairs Health Care System, Decatur, GA** 2015-Present***Supervisory Health System Specialist, Regional Telehealth Service (Administrator)*** 2017-present

- Designed infrastructure and built service line for regionally and nationally focused telemedicine programs
- Managed \$5Million annual budget across multiple telemedicine programs
- Secured Affiliation Agreement with Georgia State and Georgia Southern Universities
- Developed plan for National designation as a Clinical Resource Hub across VISN 7 Medical Centers

Acting Health System Specialist, Surgical and Perioperative Service Line Jan – April 2017

- Developed first consignment contract for Transvascular Aortic Valve Replacement and Vascular Surgery
- Developed SOPs for implementation of Pre/Post Implant Consult Process

Administrative Officer, Primary Care Service Line (Business Manager) 2016-2017

- Recruitment of Primary Care Providers and other support staff for 16 sites of care
- Planning for activation of three new outpatient clinics
- Execution of first service line strategic planning summit

Operations and Leasing Specialist (Management and Program Analyst) 2015-2016

- Performed end to end project management for the acquisition and activation of 10 new outpatient clinics.
- Served as Acting, Chief, Strategic Planning & Analysis Service
- Served as property manager for 19 leased spaces to ensure the continuity of operations.
- Conducted data analysis, business plan development, and facilitated strategic planning sessions as needed.

VHA Office of Strategic Integration, 810 Vermont Avenue, Washington DC Feb – May 2014***Acting Project Manager***

- Developed a change management framework for future transformational change efforts
- Developed a framework to increase collaboration in the strategic and tactical planning processes in VHA Central Office

VA Southeast Network (VISN 7), Duluth, GA***Chief of Staff (Health System Specialist to the Chief Medical Officer)*** 2011 - 2014

- Led team of 16 employees from 8 hospitals to analyze the impact and develop a transition plan for the loss of non-VA dialysis providers
- Executed fiscal year budgets to zero and performance management actions for the Chief Medical Officer
- Designed and executed contracts for temporary clinical staff and recruitment services to address access challenges
- Awarded a grant close to \$300,000 to enhance skills of 15 primary care providers and reduce referrals to specialists
- Provided leadership to a team of 41 professionals from 8 hospitals as part of a national pilot to analyze and set standards for productivity with specialty providers

2 | Page, Jennifer Bonds King, MHA, FACHE

Charlie Norwood VA Medical Center, 1 Freedom Way, Augusta, GA 30904
Acting Executive Assistant to the Chief of Staff (Health System Specialist)

Dec 2010 – Apr 2011

- Led hospital process improvement initiative for Joint Commission readiness (Transplant Safety)

VA Southeast Network (VISN 7), Duluth, GA

Project Manager (Health System Specialist – Generalist)

2010 - 2011

- Served as project manager for Physician Leadership Training Program
- Managed customer and stakeholder concerns about hospital operations

Carl Vinson VA Medical Center, 1826 Veterans Blvd, Dublin, GA 31021

Aug 2009- Feb 2010

Interim Administrative Assistant to the Chief of Staff (Health System Specialist)

- Created a VA/DOD sharing agreement for provision of cardiology and cardiothoracic surgical services
- Designed a proposal for a Care Transitions Center to improve patient throughput and care coordination

VA Southeast Network (VISN 7), Duluth, GA

Administrative Fellow (Health System Specialist Trainee)

2008 - 2010

- Managed Budget of close to \$18 million as project manager for Patient Centered Medical Home implementation
- Collaborated in the design of an audit program to enhance financial integrity of accounting reports to 100%
- Conducted a feasibility study of physician-administrator management teams for outpatient clinic operations

EDUCATION & TRAINING

Certificate in Faith and Health, North Park Theological Seminary, Chicago, IL (2016)

Master of Healthcare Administration, The University of North Carolina at Chapel Hill, Chapel Hill, NC (2008)

Concentrations: Finance and Marketing; Interdisciplinary Certificate in Health Disparities

Honors: Corris Boyd Scholar, Triad Hospitals, Inc.

Bachelor of Science in Health Education & Behavior, University of Florida, Gainesville, FL (2006) *Cum Laude*

Specialization: Health Studies; Certificate in Public Affairs, College Liberal Arts and Sciences

Honors: Commencement Speaker; John V. Lombardi Scholar; Golden Key International Honor Society

PROFESSIONAL AND LEADERSHIP DEVELOPMENT

VA Quality Enhancement Research Initiative (QUERI) Implementation Facilitation	2019
Implementation Science 101, IUPUI Medical School	2017
Graduate, VA Health Care Leadership Development Program	2017
Fellow, American College of Healthcare Executives	2016
Graduate, Black Theological Leadership Institute, Princeton Theological Seminary	2015
Graduate, LEAD Atlanta	2014
Veterans Health Administration Coaching and Mentoring Certification-Resident Level	2014
Department of Veterans Affairs Facilitator Training	2013
Department of Veterans Affairs Systems Redesign Black Belt Training (LEAN Six Sigma)	2012
Graduate, United Way of Greater Atlanta Volunteer Involvement Program	2012
Federal Acquisition Certification in Program/Project Management, Entry Level	2012
Federal Government Contracting Officer's Technical Representative	2010, recertified 2014, 2016
Certified Project Manager, Project Management Leadership Group	January 2009
Graduate, VA Southeast Network—VALUE Leadership Program	2009

PROFESSIONAL PUBLICATIONS AND PRESENTATIONS

- Littlejohn, L., Spates, T., and **Bonds, J.** (2019, April) *Overcoming Barriers to the Implementation of a Telehealth Program*. Poster presentation at the Palmetto Care Connections Telehealth Conference.
- Bonds, J.** (2019, February) Oral presentation to Georgia Southern University's Strategic Planning and Marketing class for Masters of Healthcare Administration students.
- Bonds, J.** (2019, January) Oral presentation to Georgia State University's Telehealth Class.
- Littlejohn, L., Spates, T., and **Bonds, J.** (2018, November) *Overcoming Barriers to the Implementation of a Telehealth Program*. Poster presentation at the American Medical Society for Uniformed Service (AMSUS).
- Bonds, J.**, Domingue, H, & Moodie, M. (2018, May) *Implementation of Tele-Primary Care Program to Rural Veterans*. Poster presentation at the National Rural Health Association Health Equity Conference.
- Bonds, J.**, Domingue, H, & Moodie, M. (2018, May) *Telehealth: An Expansion to Improve Healthcare for Veterans*. Poster presentation at the National Rural Health Association's Health Equity Conference.
- Bonds, J.** (2018, April) Oral presentation to Georgia State University's Telehealth Class.
- Bonds, J.**, Domingue, H, & Moodie, M. (2018, April) *Telehealth: An Expansion to Improve Healthcare for Veterans*. Poster presentation at Xavier University in Louisiana College of Pharmacy Center for Minority Health & Health Disparities' 11th Health Disparities Conference.
- Bonds, J.**, Butler, A, Chen, S, & Norvel, R. (2018, March) *The Evolution of Telemedicine: Implementing New Models in the VA*. Oral presentation at the 9th Annual Georgia Partnership for Telehealth conference, Jekyll Island, GA.
- Bonds, J.** & Kene-Ewulu, I. (2018, March) *Implementation of Tele-Primary Care Program to Rural Veterans*. Poster presentation at the American College of Healthcare Executives' Annual Congress on Healthcare Leadership.
- Bonds, J.** (2013, April) *Community Health Disparities: What Can a Public Administrator do to Level the Playing Field?* Panel presentation at the National Forum for Black Administrators, Atlanta, GA
- Bonds, J** & Edwards, C. (2010, October). *Change Management & Change Leadership for the Young Professional: Examples of Patient Centered Care Initiatives in Action*. Oral presentation at the National Association of Health Services Executives' Annual Meeting, Memphis, TN.
- Komro, K.A., Maldonado-Molina, M.M., Tobler, A.L., **Bonds, J.R.**, Muller, K.E. (2007). Effects of home access and availability of alcohol on young adolescents' alcohol use. *Addiction*, 102(10):1597-1608.
- James, D. C. S. and **Bonds, J. R.** (2006). Obesity Status and Body Satisfaction: Are There Differences between African American College Females at Black and White Universities? *The Health Educator*. 38:1, 7-14
- James, D. C. S & **Bonds, J. R.** (2005, December). *Body satisfaction and dieting habits among African American college student*. Oral presenter at the 133rd Annual American Public Health Association Conference, Philadelphia, PA
- James, D. C. S & **Bonds, J. R.** (2005, October) *Body satisfaction and dieting habits among African American college students*. Poster presentation at the Food and Nutrition Conference and Expo, American Dietetic Association, St. Louis, MO

CIVIC INVOLVEMENT

Board Member, Episcopal Community Foundation of Middle and North Georgia
Board Member, Morning Star Community Development Corporation

2017-present
2016-2018



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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: Robert E Napoli

ADDRESS: 104 Mulberry Ct.

Peachtree City, GA

TELEPHONE : (cell) [REDACTED] (home) 770-631-7671

EMAIL ADDRESS : [REDACTED]

Robert E. Napoli
Signature

05/05/2020
Date



APPLICATION FOR APPOINTMENT
Fayette County Hospital Authority

1. How long have you been a resident of Fayette County? *29 years*
2. Why are you interested in serving on the Fayette County Hospital Authority? *yes*
3. What qualifications and experience do you possess for appointment to the Hospital Authority?
Treasurer of Hospital Auxiliary & President for 1 year
5 years
4. List your recent employment experiences to include name of company and position.
Delta Airlines Simulator Engineer.
5. Do you have any past experience relating to the Hospital Authority? If so, please describe.
no
6. Are you currently serving on a commission/board/authority or in an elected capacity with any government?
no
7. Have you attended any Hospital Authority meetings in the past two years and, if so, how many?
no
8. Are you willing to attend seminars or continuing education classes at county expense?
yes
9. Based on the qualifications listed in Press Release, what qualifies you to be a member of the Hospital Authority? *Abil. to work effectively as a team member.*
Previous experience in planning commission in PTC.
10. What is your vision of the county's future related to the duties of the Hospital Authority?
The Hospital will continue to grow and improve.
11. Would there be any possible conflict of interest between your employment or your family and you serving on the Hospital Authority? *no*
12. Are you in any way related to a County Elected Official or County employee? If so, please describe.
no
13. Describe your current community involvement.
Volunteer at Piedmont Fayette for 15 years
14. Have you been provided a copy of the county's Ethics Ordinance?
yes
15. Is there any reason you would not be able to comply with the Ethics Ordinance?
no



APPLICATION FOR APPOINTMENT
Fayette County Hospital Authority

The Fayette County Hospital Authority was established by the Fayette County Board of Commissioners on February 2, 2000 when it was determined that a Hospital Authority would serve the citizens through financing projects as provided by the Hospital Authorities Law. While the Hospital Authority has no operational or oversight authority it does provide the ability to issue tax-free bonds and is able to offer the hospital a low-cost opportunity for capital funding.

The Fayette County Hospital Authority comprised of five volunteer members who serve for four-year terms. Appointments to the Hospital Authority comprise a distinguished blend of business and community leaders willing to serve voluntarily in support of the community through service on the authority. Potential appointees are nominated to the Hospital Authority by the Fayette County Board of Commissioners. Upon receiving nominees from the Fayette County Board of Commissioners, the Hospital Authority will either select a nominee or decline the nominees.

Please take a few minutes to complete the form and answer the questions below and return it with a resume, if available, to Tameca Smith, County Clerk, at tsmith@fayettecountyga.gov or 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 no later than 5:00 p.m. on Friday, February 26, 2021.

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 : Thad Quarles

ADDRESS : 122 Ashton Park

Peachtree City, GA 30269

TELEPHONE : (cell) [redacted] (home)

EMAIL ADDRESS : [redacted]

[Handwritten Signature]
Signature

25 February, 2021
Date



APPLICATION FOR APPOINTMENT
Fayette County Hospital Authority


PLEASE REFER TO ATTACHMENTS

*SEE
ATTACHMENT*

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

Attachment
Application for Appointment
Fayette County Hospital Authority

Thad Quarles
122 Ashton Park
Peachtree City, GA 30269



1. We have resided in Gwinnett and Fayette Counties a total of 34 years, the last 7 of which in Fayette. We maintain a home in East Mississippi so that I can continue my occasional work there on the Board of Directors for Anderson Regional Medical System.
2. In order for health systems to manage their finances during these unprecedented times they must have access to competitive capital markets. My interest in serving is to assist in continuing the legacy of the Authority to provide this support.
3. In terms of experience, since early retirement from Delta Air Lines I led the United Way of East Mississippi raise funds for 13 agencies while creating several community impact programs. These initiatives focused on an early reading program (Imagination Library), providing tax preparation services for low income families, and marshalling individuals through our Retired and Senior Volunteers (RSVP) to provide a Medicare advocacy program through the State Health Insurance Assistance Program (SHIP). For the past 7 years I have served in several capacities on a local hospital board including Finance, Quality, and Chairman of the Compensation Committee.
4. Presently serve on the Board of Directors for Anderson Regional Medical System; CEO, United Way of East Mississippi; Founding Board of Directors-Delta Air Lines Care Fund; Executive Chairman, Aeromedical Resources, Air Line Pilots Association; Labor Relations Board, Delta Air Lines; and Founding Board Member, Thanks Mom and Dad Fund, Atlanta, Georgia.
5. No experience with the Hospital Authority.
6. Presently on two Boards of a Hospital System with separate entities.
7. No, I have not attended any Authority Meetings.
8. Yes, I would be willing to attend continuing educational opportunities. In my role with Anderson Regional, I attended several conferences and seminars sponsored by Dixon Hughes and Goodman, an Atlanta CPA firm specializing in health care.
9. My CV attests to working with diverse groups in many leadership roles. I have a unique understanding of the regulatory environment hospitals face. Compound this with the financial constraints of the previous year, hospitals face unprecedented challenges.

Attachment
Application for Appointment
Fayette County Hospital Authority

12. I am not related to an employee or official.

13. Involvement limited to a non-profit fitness organization and church activities. Our immediate plans are to disengage with my Board work with the hospital in Mississippi pending the outcome of this application.

14. Yes, I have been provided a copy of the Ethics Ordinance.

15. There is no reason that I would not be able to comply with this ordinance.

Thad Quarles
122 Ashton Park
Peachtree City, GA 30269

Experience and Accomplishments

CEO-United Way of East Mississippi (2004-2017)

Created "Rebuild East Mississippi," a Long Term Recovery Committee designed to meet the unmet needs for a 4 county area after Hurricanes Katrina and Rita.

Established "East Mississippi Volunteer Organizations Active in Disaster," a faith based collaborative organization that coordinated relief and recovery efforts in the aftermath of Hurricanes Katrina and Rita.

Partnered with the Community Foundation of East Mississippi and the Riley Foundation to create the "True Friends" Endowment, a one million dollar investment fund used to offset United Way's operational expenses.

Partnered with the Phil Hardin Foundation and the Dollywood Foundation to initiate "Imagination Library," a reading program designed for pre-school children. This book of the month club is free for all children living in Clarke, Kemper, Neshoba and Lauderdale Counties in East Mississippi.

Partnered with the IRS to create a free income tax preparation program for low income families in East Mississippi. (Volunteer Income Tax Assistance-VITA)

Partnered with the Mississippi Department of Public Health to create a health advocacy program for Medicare recipients in East Mississippi. (State Health Insurance Assistance Program-SHIP)

Board of Directors, Anderson Regional Health Systems 2015-Present

Chairman, Executive/Physician Compensation Committee; Member, Finance Committee; Member, Quality Performance Committee.

Captain, Delta Air Lines-International Operations (retired)

Board of Directors Delta Air Lines—Employee Care Fund

Founding Board Member of Delta's Employee Assistance Program, a 501 (c) (3) that provides financial and resource assistance to Delta's active and retired employees with unmet needs in the aftermath of Delta's bankruptcy.

Executive Chairman of Human Performance-Air Line Pilots Association (ALPA)

Directed the activities of the Human Performance Skills Initiative for ALPA's 77,000 members in the United States and Canada; World Labor Organization Delegate to the United Nations (3rd Committee).

Executive Chairman, Aeromedical Resources-Air Line Pilots Association

Directed the activities of 5 physicians responsible for providing Aeromedical licensing consultation to ALPA's membership in the US and Canada.

Chairman, Human Intervention and Motivation Study- Air Line Pilots Association

Responsible for the education, identification and rehabilitation of professional flight crews with alcohol or behavioral issues. Board members included: Chief Psychiatrist of the Federal Aviation Administration; Chief Counsel of the Air Transport Association; Federal Air Surgeon; Chairman of Regional Transport Association; Chief Aeromedical Officer, Air Line Pilots Association; and the Manager of Aircrew Certification, Federal Aviation Administration.

Management/Labor Relations Board-Delta Air Lines

Appointed by Delta Air Lines to serve on a four member Labor Relations Board responsible for adjudicating contractual disputes.

Panelist-Georgia Gerontology Association Conference

Participated in a panel discussion that focused on the "New Face of Aging."

Board Member, Keep America Beautiful-Gwinnett County, Georgia

Served as a board member for Gwinnett Clean and Beautiful; created the "Clean Builder Program", an awareness initiative for job site cleanliness in commercial and residential construction.

Co-Chairman Tennessee State Employee's United Way Campaign

Appointed by the Governor to establish and coordinate all of United Way's fund raising activities for Tennessee State Government.

Personal Information

Married with 3 children; Retired, United States Marine Corps (Reserve). Squadron Pilot, VMA-214 "Black Sheep" flying McDonald Douglas A-4F strike aircraft.

Church/Civic

Vice Chairman—Mississippi Association of Grantmakers; Consultation Board Member—BeBetter Networks; Advisory Board—Atlanta Regional Commission on Aging (Thanks Mom and Dad); Chairman of the Board—Meridian Symphony Orchestra; Past Lay Leader—Central United Methodist Church; Board of Directors—Rotary Club of Meridian; Angel Flight Pilot; attending Southside Church, Peachtree City, GA.

Education

B.S. Chemistry/Zoology University of Tennessee; Post Graduate Studies, Graduate School of Business, University of Tennessee.

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of staff's recommendation to sell and lease the Animal Control building and property to the City of Peachtree City in the amount of \$486,549.

Background/History/Details:

Peachtree City has offered to relocate the Animal Shelter from our existing location and staff has evaluated a site adjacent to the Peachtree City Water and Sewerage Authority (WASA) location that WASA is willing to sell. Peachtree City desires to convert the location for public safety reasons – creating a Quick-Response EMS type location – which has several advantages based upon location and access.

Staff has completed our analysis and recommends approval of the proposed sale to Peachtree City.

Peachtree City has agreed to purchase and lease the current animal shelter property for \$486,549.

The proposed sell will provide the funding necessary to complete the Animal Shelter (Exhibits) and provide a contingency towards unforeseen issues while eliminating increased costs.

What action are you seeking from the Board of Commissioners?

Approval to sell and lease the Animal Control building and property to the City of Peachtree City in the amount of \$486,549.

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

The new Animal Shelter will be relocated from our existing location to a site adjacent to the Peachtree City Water and Sewerage Authority location and purchased for \$71,400.



Animal Control
1262 Highway 74 South
Peachtree City, GA 30269
Phone: 770-631-7210
www.fayettecountyga.gov

August 31st 2020

Steve Rapson, County Administrator
Fayette County Georgia

Steve,

I have evaluated the possibility of selling the current land and facility of Fayette County Animal Control and purchasing the property located next to the Peachtree City Water and Sewer Authority (WASA) campus.

There are several positives to the potential move:

1. The property where the current shelter is located, is very close to a residential neighborhood. The fact that while moving the dogs outside for cleaning they tend to bark, when that happens the barking has become a problem to the people near the shelter. The proposed property owned by WASA would not have that challenge because there is no current residential property near it.
2. The current site has limited parking available. The proposed new site would have ample space for parking.
3. Responding to calls from the current shelter is delayed slightly due to the fact that from the driveway there is a center median and vehicle leaving the shelter must turn right only, and then make a U-Turn at the light to respond to calls south of the shelter. The proposed site will not have the same limitations because there is no center median on GA 74 at the entrance.
4. The proposed site is mostly open fields, that being said the current site has several large trees, to build at the current site several trees would have to be removed to protect the building from any possible damage from trees falling.

After looking at all the potential options of where to place the new shelter, and evaluations of the pros and cons of this potential move, the County would be better suited to move the facility to the WASA property. One factor that cannot be overlooked is the reason that Peachtree City wants the current facility and property. Making the property a quick response Fire Station, would benefit the citizens of Peachtree City and Fayette County is a factor that cannot be measured.

I highly recommend that the county move forward with the sale of the current property and purchase the new property for the Animal Shelter.

Thanks



Jerry J. Collins, Director
Fayette County Animal Control

LEASE AGREEMENT

THIS LEASE is entered into as of the Lease Commencement Date between Landlord and Tenant in consideration of the following terms and conditions, to which Landlord and Tenant hereby agree:

1. Basic Terms.

Property: Parcel Number 0609023 and
Parcel Number 0609009
S. Highway 74
Peachtree City, GA 30269

Landlord and Address: Peachtree City, Georgia Attn: City Manager
151 Willowbend Road
Peachtree City, GA 30269

Tenant and Address: Fayette County, Georgia
Attn: Steve Rapson, County Administrator
140 Stonewall Ave, W.
Suite 100
Fayetteville, Georgia 30214

Lease Commencement Date: _____

Demised Premises: See attached as Exhibit "A"

2. Demised Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Demised Premises (hereinafter, the "Lease"). The Demised Premises are part of the Property. Landlord does hereby represent and warrant that it is the lawful owner of the Property; that the Demised Premises are not subject to the leasehold or other interest of any third party; and that Landlord has full right, power and authority to enter into this Lease without the consent of any other party, including, but not limited to, any financial institution.

3. Term/Renewal. The Lease shall commence on the Lease Commencement Date and shall continue for a period of twelve (12) months, to expire on _____, 2021. After said initial twelve (12) month period, Tenant shall have the right to extend the Lease by an additional period not to exceed six (6) months, provided that Tenant provides written notice of its intention to extend the Lease and for what time period.

4. Rent. During the Term, Tenant agrees to pay Landlord, as fixed rent, a monthly rental rate of One Dollar (\$1.00) and other good and valuable consideration, the sufficiency of which is acknowledged by Landlord and Tenant, due and payable on the

First (1st) day of each calendar month (the "Rent"). The obligation to pay the Rent shall commence on the Lease Commencement Date. Rent for any partial months during the Term shall be prorated. All rental payments shall be paid at the address set forth above or such other address as may be requested in writing from time to time by Landlord. Any rent due hereunder shall be deducted from the amount owed by Landlord to Tenant for the provision of Animal Control Services in Fayette County, Georgia by Tenant.

5. Taxes.

5.1 Tenant shall be liable for all taxes levied against personal property and trade fixtures placed by Tenant in the Demised Premises. If any such taxes are levied against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property and trade fixtures placed by Tenant in the Demised Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

5.2 Landlord covenants to pay all taxes, assessments and governmental charges of any kind and nature whatsoever (hereinafter collectively referred to as the "Taxes") levied or assessed against the Property, including, but not limited to, all ad valorem taxes.

6. Utility Charges. Tenant shall promptly pay and be solely responsible for all charges for use or consumption for heat, gas, electricity, water, sewer or any other utility services in the Demised Premises. Landlord agrees that as of the Lease Commencement Date, the water, sewer, electrical, heating, ventilation and air conditioning systems serving the Demised Premises shall be in good working order.

7. Insurance.

7.1 Landlord shall not be liable to Tenant or to Tenant's employees, agents or visitors, or to any other person or entity whomsoever, for any injury to person or damage to or loss of property on or about the Demised Premises caused by negligence of Tenant, its employees, subtenants, licensees or of any person entering the Property under the express or implied invitation of Tenant, or arising out of any breach or default by Tenant in the performance of its obligations hereunder or resulting from any other cause except Landlord's negligence.

7.2 Tenant shall procure and maintain throughout the term of this Lease public liability and property damage insurance, at its sole cost and expense, the limit of such policy or policies to be in an amount not less than \$1,000,000.00 in respect of injuries or death off any one person, and in an amount not less than \$1,000,000.00 in respect of any accident or disaster as to liability and property damage.

7.3 Landlord shall at all times maintain comprehensive general liability insurance covering the Demised Premises against claims for personal injury and damage

to property with minimum limits of \$1,000,000.00 in respect of injuries to or death of any one person, and in an amount not less than \$1,000,000.00 in respect of any one accident or disaster as to liability and property damage. Tenant shall reimburse Landlord for the cost of any such policy or policies.

8. Repairs. As applicable, Tenant shall be responsible for all normal upkeep and maintenance of the Demised Premises and the water, sewer, electrical, heating, ventilation, and air conditioning systems servicing the Demised Premises as well as any minor repairs thereto. Landlord shall be responsible for any capital expenditures relating to the Demised Premises, including but not limited to, the foundation, roof, windows and exterior walls, and the water, sewer, electrical, heating, ventilation, and air conditioning systems servicing the Demised Premises. Tenant acknowledges that all water, sewer, electrical, heating, ventilation and air conditioning systems are currently in working order. As stated above, Tenant agrees to make any routine repairs to such systems. However, in the event such systems need replacement or substantial repairs equivalent to replacement, Landlord shall be responsible for such expense. For purposes of this paragraph, capital expenditures shall mean any expense due to the demolition, replacement or material alteration of the Demised Premises, such systems or any part thereof. Landlord shall not be obligated to make any such repairs caused by the act or neglect of Tenant, its employees, agents, subtenants, licensees or invitees. Prior to the Lease Commencement Date, Landlord shall make any and all alterations, additions, improvements or repairs necessary for Tenant to obtain necessary permits to operate its business or required by any governmental having jurisdiction thereof. If Landlord refuses or neglects to make any repairs or replacements required hereunder, or if Tenant is required to make interior or structural repairs by reason of Landlord's negligent acts or omissions, Tenant shall have the right, but shall not be obligated, to make such repairs on behalf of and for the account of Landlord. In such event, the costs of such work may be offset against any rental payments as may be due Landlord from time to time.

9. Destruction. As applicable, if the Demised Premises shall be partially damaged by any casualty insurable under Landlord's insurance policy, Landlord shall, upon receipt of the insurance proceeds, repair the same, and the Rent shall be abated proportionately as to the Demised Premises rendered untenable. The preceding sentence notwithstanding, if the Demised Premises (a) by reason of any casualty is rendered wholly untenable or (b) should be damaged as a result of a risk which is not covered by Landlord's insurance or (c) should be damaged in whole or in part during the last year of the term or (d) the building of which the Demised Premises is a part (whether the Demised Premises is damaged or not) or all of the buildings of which the Demised Premises is a part (whether the Demised Premises is damaged or not) or all of the building which then comprise the Property should be damaged to the extent of fifty percent (50%) or more of the then monetary value thereof, then, in any such events, Landlord may either elect to repair the damage or may cancel this Lease by notice of cancellation within one hundred and eighty (180) days after such event, and thereupon this Lease shall expire and Tenant shall vacate and surrender the Demised Premises to Landlord. Tenant's liability for rent upon the termination of this Lease shall cease as of the day following the event or damage. In the event Landlord elects to repair the damage

insurable under Landlord's policies, any abatement of rent shall end five (5) days after notice by Landlord to Tenant that the Demised Premises have been repaired. If any such damage is caused by the negligence of Tenant or its employees, agents, invitees or concessionaires, there shall be no abatement of rent. Unless this Lease is terminated by Landlord, Tenant shall repair and re-fixture the interior of the Demised Premises in a good and workmanlike manner and to at least a condition equal to that existing prior to its destruction or casualty, and the proceeds of all insurance carried by Tenant on its property and improvements shall be held in trust by Tenant for purpose of said repair and replacement.

10. Condemnation.

10.1 Demised Premises: If all of the Demised Premises, or such portion as in the sole discretion of Landlord constitutes a substantial part thereof, shall be acquired or taken by eminent domain for any public or quasi-public use or purpose, then this Lease and the term hereof shall cease and terminate as of the date of title vesting in such proceeding.

10.2 Rent: If this Lease is terminated as provided in this paragraph 10, the Rent shall be paid up to the day that possession is so taken by public authority, and Landlord shall make an equitable refund of any rent paid by Tenant in advance.

10.3 Award: Tenant shall not be entitled to and expressly waives all claim to any condemnation award for any taking, whether whole or partial and whether for diminution in value of the leasehold or to the fee. However, Tenant shall have the right, to the extent that the same shall not reduce Landlord's award, to claim from the condemner, but not from Landlord, such compensation as may be recoverable by Tenant in its own right for damage to Tenant's business and fixtures.

11. Default. If Tenant fails to pay any rental or other payment due hereunder or fails to perform any other of the terms of this Lease to be observed or performed by Tenant, or if Tenant shall become bankrupt or insolvent or file any debtor proceedings or take or have taken against Tenant in any court pursuant to any statute, either of the United States or of any state, a petition of bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or if Tenant makes an assignment for the benefit of creditors or petitions for or enter into an arrangement or suffer this lease to be taken under any writ of execution or attachment or if this Lease shall pass to or devolve upon, by law or otherwise, one other than Tenant, except as herein provided, then in any one or more of such events, upon Landlord serving a written ten (10) day notice of cancellation upon Tenant specifying the nature of said default and if at the expiration of said ten-day period, Tenant shall have failed to comply with or remedy such default, then this Lease and the Term hereunder shall, at the option of Landlord, terminate and come to an end on the date specified in such notice of cancellation. In such event, Tenant shall quit and surrender the Demised Premises to Landlord as if the Term hereunder ended by the expiration of the timed fixed herein, but Tenant shall remain liable as hereinafter provided.

12. Access to Premises. Landlord shall have the right to place, maintain and repair all utility equipment of any kind in, upon or under the Demised Premises as may be necessary for the servicing of the Demised Premises or the Property. Upon four (4) hours notice to Tenant, Landlord shall have the right to enter (or Tenant shall provide access to) the Demised Premises at all times to inspect or to exhibit the same to prospective purchasers, mortgagees, lessees and tenants and to make such repairs, additions or improvements as Landlord may deem desirable. Landlord shall be allowed to take all material in, to and upon said premises that may be required therefor without the same constituting an eviction of Tenant, in whole or in part, and the rent reserved shall in no wise abate while said work is in progress by reason of loss or interruption of Tenant's business or otherwise, and Tenant shall have no claim for damages. If Tenant shall not be personally present to permit an entry into the Demised Premises when for any reason an entry therein shall be permissible, Landlord may enter the same without rendering Landlord liable in any manner affecting the obligations of this Lease. During the ninety (90) days prior to the expiration of this Lease or any renewal term, Landlord may place upon the Demised Premises "For Lease" or other similar signs which Tenant shall permit to remain thereon.

13. Attornment. Tenant shall, in the event of the sale or assignment of Landlord's interest in the Demised Premises or Property or any part thereof, or in the event of any proceedings brought for the foreclosure of or in the event of exercise of the power of sale under any mortgage, deed to secure debt or like instrument made by Landlord covering the Demised Premises, at the sole discretion of the purchaser thereof, attorn to such purchaser and recognize such purchaser as Landlord under this Lease.

14. Quiet Enjoyment. Tenant, upon paying the rents and performing all of the terms on its part to be performed, shall peaceably and quietly enjoy the Demised Premises subject, nevertheless, to terms of this Lease and to any mortgage, deed to secure debt, ground lease or agreements to which the Lease is subordinated.

15. Unavoidable Delays. Landlord shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from doing so by cause or causes beyond Landlord's control, which shall include, without limitation, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military power, sabotage, fire or other casualty, or through acts of God.

16. Sale of Property. If during the Term, Landlord shall sell the Property, this Lease shall remain in effect and the transferee shall step in the shoes of the Landlord with all the rights and obligations of the Lease remaining in full force and effect as between the new Landlord and the Tenant.

17. Surrender. At the expiration of this Lease, Tenant shall surrender the Demised Premises in as good or better condition as it was upon commencement of the obligation to pay the Rent under this Lease, reasonable wear and tear expected, and Tenant shall deliver all keys and combinations to locks, safes and vaults to Landlord.

Before surrendering the Demised Premises, Tenant shall remove all of its personal property and trade fixtures and shall repair any damage caused thereby. Tenant's obligation under this paragraph 17 shall survive the end of the Term of this Lease. If Tenant fails to remove its property upon the expiration of this Lease, said property shall be deemed abandoned and shall become the property of Landlord.

18. Notice. Any notice, demand, request or other communication or instrument which may be or is required to be given under this Lease shall be delivered in person or sent by United States certified or registered mail, postage paid, and shall be addressed (a) if to Landlord, at the address set forth in paragraph 1 of this Lease, and (b) if to Tenant, at the Demised Premises and the Tenant's address in paragraph 1 of this Lease. Either party may designate such other address as shall be given by written notice to the other party.

19. Recording. Tenant may record this Lease or a memorandum thereof.

20. Severability. If any provision of this Lease or application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

21. Broker's Commissions. Landlord and Tenant hereby represent and warrant to each other that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease and Landlord and Tenant hereby agree to indemnify the other against and hold it harmless from all liabilities arising from any such claim, including costs and attorney's fees incurred by it.

22. Binding Effect. Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to benefit of the parties, their legal representatives, successors and assigns.

23. Interpretation. This Lease and the Exhibit "A" attached hereto set forth the entire agreement between the parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by the parties hereto.

24. Tenancy. The relationship of Landlord and Tenant, as established by this lease, is that of Landlord and Tenant, and the tenancy hereby created is a mere usufruct and not an estate for years. Nothing herein shall be constructed to create any other form of relationship between Landlord and Tenant.

25. Deposit. N/A.

26. Early Termination. Tenant shall have the right to terminate this Lease at any time by providing not less than ninety (90) days' written notice to Landlord.

Executed as of the ____ day of _____, 2020.

LANDLORD:
PEACHTREE CITY, GEORGIA

By: _____ (SEAL)
Mayor

ATTEST:

City Clerk (SEAL)

TENANT:
FAYETTE COUNTY, GEORGIA

Date Accepted by Seller:

_____ (SEAL)
Chairman, Board of Commissioners

ATTEST:

Clerk, Board of Commissioners (SEAL)

EXHIBIT "A"



Parcel ID	0603012	Alternate ID	n/a	Owner Address	STARRS MILL PROFESSIONAL
Sec/Twp/Rng	0-0-	Class	C4		CENTER LLC
Property Address	1280 HIGHWAY 74 S	Acres	5.43		900 WESTPARK DRIVE
					SUITE 300
					PEACHTREE CITY GA 30269
District	05				
Brief Tax Description	HWY 74				
	<i>(Note: Not to be used on legal documents)</i>				

EXHIBIT "A-1"

PURCHASE AND SALE AGREEMENT BETWEEN
FAYETTE COUNTY, GEORGIA AND PEACHTREE CITY, GEORGIA

All that tract or parcel of land lying and being in Land Lot 29 of the 6th District of Fayette County, Georgia and being more particularly described as follows:

Beginning at an iron pin located at the point of intersection of the northerly right of way line of State Route 74 (a 100 foot right of way) and the east line of Land Lot 29 of said district and county; running thence along the northerly right of way line of State Route 74 south 84 degrees 45 minutes 14 seconds west a distance of 271.54 feet to a point; running thence north 0 degrees 1 minute 37 seconds west a distance of 334.56 feet to a point; running thence south 89 degrees 59 minutes 34 seconds east a distance of 270.42 feet to an iron pin on the easterly line of Land Lot 29 of said district and county; running thence south 0 degrees 1 minute 37 seconds east along said east land lot line a distance of 309.77 feet to an iron pin on the northerly right of way line of State Route 54 (sic) and the point of beginning; being the same property as is shown on that certain plat of survey for the City of Peachtree City prepared by J.R. Wood Surveyors and Planners, Inc., stamped by J.R. Wood, Georgia Registered Land Surveyor No. 2048, dated August 21, 1979, a copy of which is attached hereto as Exhibit A and made a part hereof; said property contains 2.000 acres and is hereinafter referred to as the "Property".

N/F
DOROTHY BLACK 1

L.L.
29

L.L.
18

S 89° 59' 34" E

IPF

270.42'

N/F
PEEPLER PROPERTY

S 0° 01' 37" E

309.77'

2.000 Ac.

N 0° 01' 37" W
334.56'

N/F
CITY OF PEACHTREE CITY

271.54'

S 84° 46' 14" W

STE. RTE. 74 (100' R/W)

IPF

L.L.

PREPARED FOR

FAYETTE COUNTY

LAND LOT 29
FAYETTE COUNTY
SCALE 1" = 50'

6TH DISTRICT
GEORGIA
8/21/79

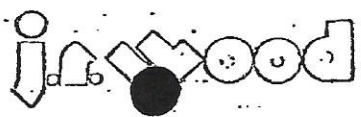


In my opinion this plat is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements by law.

J.R.W.

Member S. A. M. S. O. G.

EXHIBIT A



SURVEYORS AND PLANNERS, INC.

PEACHTREE CITY, GA.

37-9220

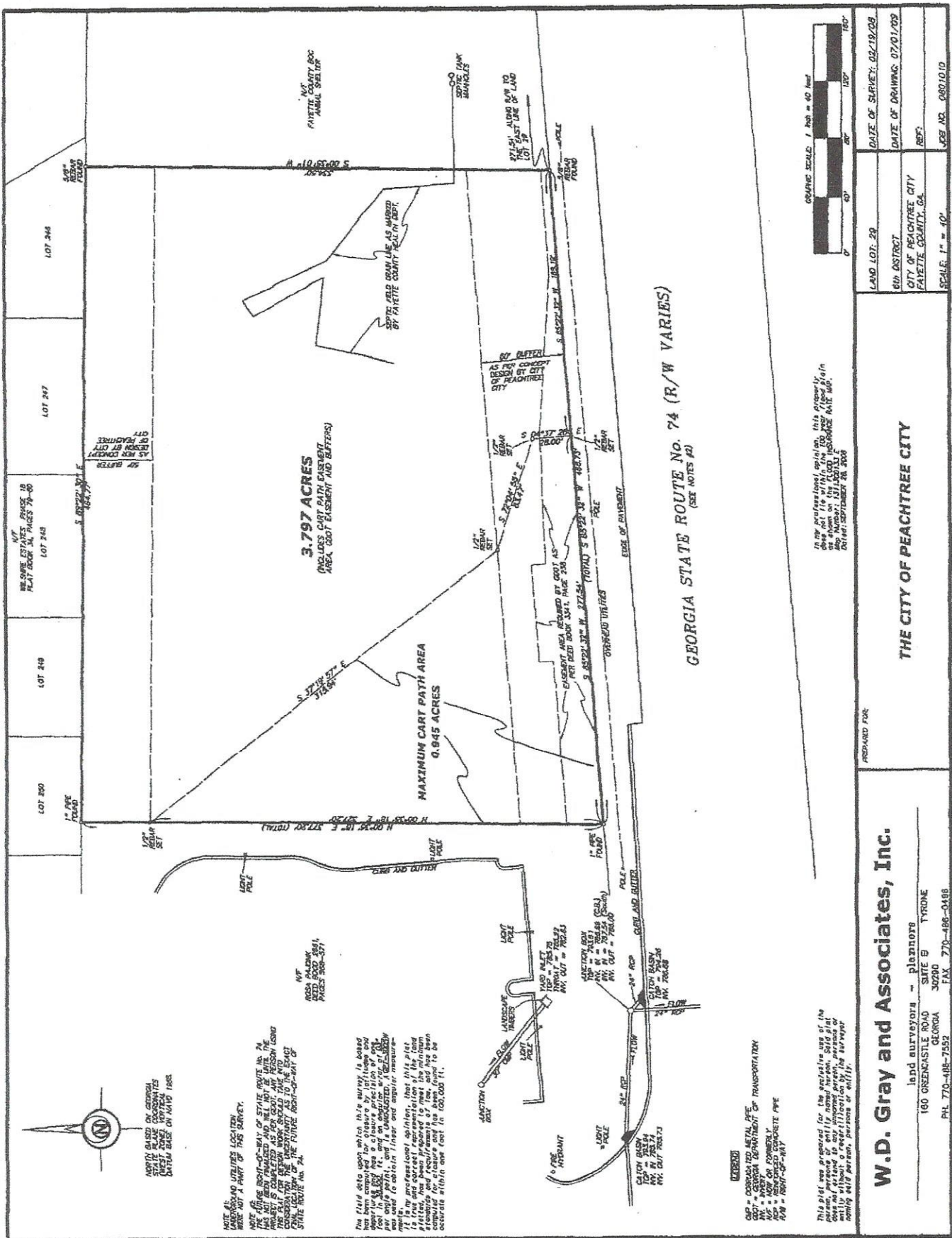
Book: 209 Page: 676 Seq: 3

EXHIBIT "A-3"

PURCHASE AND SALE AGREEMENT BETWEEN
FAYETTE COUNTY, GEORGIA AND PEACHTREE CITY, GEORGIA

All that tract or parcel of land lying and being in Land Lot 29 of the 6th District of Fayette County, Georgia and being more particularly described as follows:

BEGINNING at a 5/8" rebar on the north right-of-way of Georgia State Route No. 74 (right-of-way varies) that is 271.54 feet west of the intersection of said right-of-way and the east line of Land Lot 29 as measured along the north right-of-way of Georgia State Route No. 74; **THENCE** along the north right-of-way of Georgia State Route No. 74 South 85 degrees 22 minutes 32 seconds West a distance of 466.73 feet to a 1" pipe; **THENCE** leaving said right-of-way North 00 degrees 35 minutes 18 seconds East a distance of 377.20 feet to a 1" pipe; **THENCE** South 89 degrees 22 minutes 30 seconds East a distance of 464.77 feet to a 5/8" rebar; **THENCE** South 00 degrees 35 minutes 01 seconds West a distance of 334.50 feet to a 5/8" rebar which is the **POINT OF BEGINNING**. Said tract contains 165,392 square feet or 3.797 acre(s) of land, more or less, and is more particularly shown on a plat of survey prepared for the City of Peachtree City by W.D. Gray and Associates, Inc., dated July 1, 2009, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by express reference.



NOTE: ALL MEASUREMENTS MADE BY THE SURVEYOR ARE BASED ON THE STATE PLATE NO. 74, WHICH IS THE BASIS OF THE SURVEY. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS IN THE FIELD AND THE RESULTS WERE CHECKED BY THE SURVEYOR. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT OF 1967, CHAPTER 103, SECTION 103-101, OF THE CODE OF GEORGIA.

NOTE: THIS PLAT WAS PREPARED FOR THE PEACHTREE CITY, GEORGIA, AND IS BASED ON THE STATE PLATE NO. 74, WHICH IS THE BASIS OF THE SURVEY. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS IN THE FIELD AND THE RESULTS WERE CHECKED BY THE SURVEYOR. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT OF 1967, CHAPTER 103, SECTION 103-101, OF THE CODE OF GEORGIA.

NOTE: THIS PLAT WAS PREPARED FOR THE PEACHTREE CITY, GEORGIA, AND IS BASED ON THE STATE PLATE NO. 74, WHICH IS THE BASIS OF THE SURVEY. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS IN THE FIELD AND THE RESULTS WERE CHECKED BY THE SURVEYOR. THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT OF 1967, CHAPTER 103, SECTION 103-101, OF THE CODE OF GEORGIA.

W.D. GRAY AND ASSOCIATES, INC.
 LAND SURVEYORS - PLANNERS
 160 GREENCASTLE ROAD
 SUITE B TYRONE
 GEORGIA 30200
 PH. 770-488-7552 FAX. 770-488-0488

THE CITY OF PEACHTREE CITY
 PREPARED FOR

LAND LOT: 29	DATE OF SURVEY: 02/19/08
6th DISTRICT	DATE OF DRAWING: 07/01/09
CITY OF PEACHTREE CITY	REF:
FAYETTE COUNTY, GA.	SCALE: 1" = 40'
PLAT NO. 0801010	

Exhibit A

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of staff's recommendation to award bid #1901-B to Denali Water Solutions LLC, the low bidder in the amount of \$399,070.00 for dredging, dewatering and disposal through beneficial re-use of sludge from the two lagoons at Crosstown Water Treatment Plant.

Background/History/Details:

As an integral part of the water treatment process, the two lagoons at the Crosstown Water Treatment Plant serve as a side-stream depository of solids removed during production of drinking water. As such, solids build up in the lagoons require removal and disposal. The lagoons were last dredged seven (7) years ago, and it is time to dredge again. Invitation to Bid #1901-B was issued seeking a qualified contractor to perform this task. Of the eleven (11) companies represented at the pre-bid meeting, seven (7) submitted bids.

Water department staff expressed the desire for contractors to seek alternatives to landfill disposal of the solids - finding options for beneficial re-use. Upon evaluation of the submitted bids, Denali Water Solutions LLC stated the intended disposal would be land application. The submittal included a letter from Little Springs Farm (Covington, GA) Asset Manager stating the ability to accept the anticipated character and volume of dredged material as a certified soil amendment.

Denali Water Solutions LLC is the low bid. This contractor has agreed to honor their pricing for dredging project at South Fayette Water Treatment Plant to be performed in FY22.

What action are you seeking from the Board of Commissioners?

Approval to award bid #1901-B to Denali Water Solutions LLC, the low bidder in the amount of \$399,070.00 for dredging, dewatering and disposal through beneficial re-use of sludge from the two lagoons at Crosstown Water Treatment Plant.

If this item requires funding, please describe:

Funding was approved for dredging in FY2021 50543031-522230. Available balance is \$528,031.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing



County Clerk's Approval

Administrator's Approval

Staff Notes:



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

To: Steve Rapson
Through: Ted L. Burgess 
From: Natasha M. Duggan 
Date: March 11, 2021
Subject: Contract 1901-B: Lagoon Dredging

The Water System uses two lagoons at each of its two (2) water treatment plants for the treatment process. The lagoons must occasionally be dredged to remove accumulated matter.

The Purchasing Department issued Invitation to Bid #1901-B to secure a contractor to dredge the lagoons at Crosstown and South Fayette Water Treatment Plants. Notice of the opportunity was emailed to 11 companies. Another 101 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code #96834 (Dredging Services). The offer was also advertised through Georgia Local Government Access Marketplace, Fayette News, and the Fayette County website.

Seven (7) Companies submitted quotes. (Attachment 1).

The Water System recommends awarding dredging of the Crosstown lagoons to Denali Water Solutions LLC. Denali was the only vendor to offer an alternative to disposing of the dredged matter in a landfill which allowed them to keep their bid very competitive. Their bid included a letter from Little Springs Farm in Covington, GA stating the ability to accept the anticipated character and volume of dredged material as a certified soil amendment. A Contractor Performance Evaluation is not available since this will be the first contract with this company. The Water System checked their references and the results were favorable.

The lagoon dredging at South Fayette is planned to be performed in FY2022. Denali Water Solutions has agreed to honor their pricing for the South Fayette lagoons. Funds will be requested in the FY2022 budget for the \$498,317.00 cost of the South Fayette dredging.

Specifics of the proposed contract are as follows:

Contract Name	#1901-B: Lagoon Dredging	
Contractor	Denali Water Solutions	
Type of Contract	Service	
Contract Amount	\$399,070.00	
Budget:		
Org Code	50543031	Crosstown
Object	522230	Repair & Maintenance Services
Project	n/a	
Available	\$531,861.27	As of 2/23/2021

Tally Sheet
1901-B: Lagoon Dredging
Bid Opening: Thursday, January 28, 2021

Site	Gullett Sanitation Services, Inc.	Merrell Bros., Inc.	American Process Group	Spectrum Biotechnologies
Phase 1 Crosstown Only				
Crosstown WTP - North Lagoon	\$ 491,798.25	\$ 459,057.50	\$ 410,522.00	\$ 304,088.51
Crosstown WTP - South Lagoon	\$ 457,930.63	\$ 375,592.50	\$ 403,013.00	\$ 304,088.51
Phase 1 Total	\$ 949,728.88	\$ 834,650.00	\$ 813,535.00	\$ 608,177.02
Phase 2 South Fayette Only				
South Fayette WTP - North Lagoon	\$ 785,079.30	\$ 548,748.75	\$ 403,145.00	\$ 418,993.65
South Fayette WTP - South Lagoon	\$ 785,079.30	\$ 448,976.25	\$ 342,156.00	\$ 418,993.65
Phase 2 Total	\$ 1,570,158.60	\$ 997,725.00	\$ 745,301.00	\$ 837,987.30
Total Phase 1 & Phase 2	\$ 2,519,887.48	\$ 1,832,375.00	\$ 1,558,836.00	\$ 1,446,164.32
Less: Discount if awarded both Phases	\$ -	\$ (43,265.00)	\$ (51,739.00)	\$ (46,289.47)
Net Total after discount (Total Phase 1 & Phase 2 less Discount)	\$ 2,519,887.48	\$ 1,789,110.00	\$ 1,507,097.00	\$ 1,399,874.85

Site	Bio-Nomic Services, Inc.	Synagro South LLC	Denali Water Solutions
Phase 1 Crosstown Only			
Crosstown WTP - North Lagoon	\$ 263,417.00	\$ 247,500.00	\$ 199,535.00
Crosstown WTP - South Lagoon	\$ 257,939.00	\$ 247,500.00	\$ 199,535.00
Phase 1 Total	\$ 521,356.00	\$ 495,000.00	\$ 399,070.00
Phase 2 South Fayette Only			
South Fayette WTP - North Lagoon	\$ 471,895.00	\$ 337,500.00	\$ 274,035.00
South Fayette WTP - South Lagoon	\$ 377,382.00	\$ 337,500.00	\$ 224,282.00
Phase 2 Total	\$ 849,277.00	\$ 675,000.00	\$ 498,317.00
Total Phase 1 & Phase 2	\$ 1,370,633.00	\$ 1,170,000.00	\$ 897,387.00
Less: Discount if awarded both Phases	\$ (30,000.00)	\$ -	\$ -
Net Total after discount (Total Phase 1 & Phase 2 less Discount)	\$ 1,340,633.00	\$ 1,170,000.00	\$ 897,387.00

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration for staff's request for authorization to refinance and restructure the Fayette County Water System's outstanding bond Series' 2009, 2012A/B, and 2016.

Background/History/Details:

Fayette County Staff and our Placement Agent, Stifel, Nicolaus, & Company, are proposing a refinancing/restructuring of the Fayette County Water System Revenue Bonds Series' 2009, 2012A/B, and 2016 with a current principal outstanding debt of \$27,055,000.

Refinancing/restructuring this outstanding debt will generate a net cost savings of approximately \$500,000. Additionally the existing bond ordinance documents will be updated to release \$5,556,517 of existing debt service reserve funds. These funds will be utilized as follows:

Paying down existing debt - eliminating debt service payments for years (2027-2029)

Remaining \$18.8M will be amortized over a six year period (2021-2026)

Updating the bond ordinance

Creating a Water System that will be debt free in 6 years

Improving the Water System debt coverage ratio to 1.7 times coverage

Anticipated closing date July 2021.

What action are you seeking from the Board of Commissioners?

Approval to authorize staff to refinance and restructure the Fayette County Water System's outstanding bond Series' 2009, 2012A/B, and 2016.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Fayette County, Georgia



Debt Discussion – Water System Refinancing/Restructuring March 25, 2021

Andrew E. Tritt
Managing Director
(404) 504-2783 – Direct Dial
(404) 504-2790 – Fax
atritt@stifel.com

Executive Summary

Fayette County's water system (the "System") currently has an outstanding principal balance of \$27,055,000. The final bond payment will occur on October 1, 2029. The County has four different series of water bonds outstanding. In the coming months, a majority of the System's principal will become callable at any time, providing an opportunity to reduce and/or refinance debt.

The impact of COVID-19 on the financial markets has significantly reduced interest rates. Low interest rates enhance the County's ability to refinance and/or restructure its existing water debt, creating an opportunity for debt service savings.

Additionally, the County's existing bonds carry a debt service reserve fund (DSRF). The DSRF has a restricted cash balance of \$5,556,517 (as of 6/30/2020). The DSRF is required by the County's existing bond documents; however, would not be required by new bond investors, if the financing documents are rewritten. By refinancing and/or restructuring all of the County's water debt, these funds can be released. In combination of low interest rates and applying the DSRF to reduce debt, the County can increase the System's annual cash flow and pay-off its debt three years early.

Below is a summary of refinancing and restructuring results. For tax reasons, the refinancing will not close until July. Please know final results will be a function of future market conditions. The BOC will have final approval of any financing results.

	<u>Now</u>	<u>After*</u>
Principal Outstanding	\$27,055,000	\$18,855,000 *
Final Payment Date	October 1, 2029	October 1, 2026*
Debt Service Coverage	1.25x	1.70x*
Blended Interest Rate (as of 1/19/21):	3.02%	1.32%*


*Preliminary and subject to change based on market conditions; Also applies Sinking Fund accruals of \$3,686,904


Existing Repayment Schedule, per bond series

Below is the County's existing repayment schedule. Highlighted in yellow is the maximum annual payment date.

Bond Year Ending	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	UNREFUNDED - Series 2009			Series 2012A			Series 2012B			Series 2016			Aggregate Senior DS		
	Principal	Interest	Total Debt Service	Principal	Interest	Total Debt Service	Principal	Interest	Total Debt Service	Principal	Interest	Total Debt Service	Principal	Interest	Total Debt Service
10/1/2021	2,965,000	143,250	3,108,250	50,000	355,125	405,125	45,000	85,250	130,250	1,560,000	303,992	1,863,992	4,620,000	887,617	5,507,617
10/1/2022	-	-	-	50,000	353,625	403,625	45,000	83,000	128,000	4,615,000	271,544	4,886,544	4,710,000	708,169	5,418,169
10/1/2023	-	-	-	3,510,000	352,125	3,862,125	75,000	80,750	155,750	1,285,000	175,552	1,460,552	4,870,000	608,427	5,478,427
10/1/2024	-	-	-	3,660,000	198,625	3,858,625	80,000	77,000	157,000	1,230,000	148,824	1,378,824	4,970,000	424,449	5,394,449
10/1/2025	-	-	-	500,000	15,625	515,625	1,460,000	73,000	1,533,000	1,195,000	123,240	1,318,240	3,155,000	211,865	3,366,865
10/1/2026	-	-	-	-	-	-	-	-	-	1,155,000	98,384	1,253,384	1,155,000	98,384	1,253,384
10/1/2027	-	-	-	-	-	-	-	-	-	1,195,000	74,360	1,269,360	1,195,000	74,360	1,269,360
10/1/2028	-	-	-	-	-	-	-	-	-	1,215,000	49,504	1,264,504	1,215,000	49,504	1,264,504
10/1/2029	-	-	-	-	-	-	-	-	-	1,165,000	24,232	1,189,232	1,165,000	24,232	1,189,232
10/1/2030	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
10/1/2031	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
10/1/2032	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
10/1/2033	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
10/1/2034	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total:	\$ 2,965,000	\$ 143,250	\$ 3,108,250	\$ 7,770,000	\$ 1,275,125	\$ 9,045,125	\$ 1,705,000	\$ 399,000	\$ 2,104,000	\$14,615,000	\$ 1,269,632	\$15,884,632	\$27,055,000	\$ 3,087,007	\$30,142,007

Proposed Repayment Schedule

-  As described previously, the amortization table assumes the following contributions to the Series 2021 Financing:
 - \$5,556,517 from the Debt Service Reserve Fund (DSRF)
 - \$3,686,904.25 from the Water System Sinking Fund accruals (9 months principal and 3 months interest)

-  For tax reasons, the amortization schedule below consists of a taxable and tax-exempt bond. The table below illustrates these two bonds into a singular table.

<u>Refunded S2009, S2012 & S2016 Bonds</u>					<u>Refunding 2021 Bond - Private Placement (tax-exempt and taxable bond combined)</u>				
1	2	3	4	5	6	7	8	9	10
Period Ending	Principal	Interest	Debt Service	Sinking Fund Accruals	Principal	Interest	Debt Service	Gross Savings	PV Savings
10/1/2021	\$ 4,620,000	\$ 443,809	\$ 5,063,809	\$ 3,686,904	\$ -	\$ 59,527	\$ 59,527	\$ 1,317,377	\$ 1,301,808
10/1/2022	4,710,000	708,169	5,418,169	-	3,668,000	252,114	3,920,114	1,498,055	1,475,300
10/1/2023	4,870,000	608,427	5,478,427	-	3,717,000	202,173	3,919,173	1,559,254	1,515,219
10/1/2024	4,970,000	424,449	5,394,449	-	3,769,000	150,878	3,919,878	1,474,571	1,413,790
10/1/2025	3,155,000	211,865	3,366,865	-	3,820,000	99,188	3,919,188	(552,323)	(521,941)
10/1/2026	1,155,000	98,384	1,253,384	-	3,869,000	49,910	3,918,910	(2,665,526)	(2,487,406)
10/1/2027	1,195,000	74,360	1,269,360	-	-	-	-	1,269,360	1,169,304
10/1/2028	1,215,000	49,504	1,264,504	-	-	-	-	1,264,504	1,149,486
10/1/2029	1,165,000	24,232	1,189,232	-	-	-	-	1,189,232	1,066,821
	\$ 27,055,000	\$ 2,643,199	\$ 29,698,199		\$ 18,843,000	\$ 813,790	\$ 19,656,790	\$ 6,354,504	\$ 6,082,382
							Less DSRF:	(5,556,517)	(5,556,517)
								\$ 797,987	\$ 525,865

Summary of Refunding:

New Refunding Par Amount:	18,843,000	Gross Savings, Less DSRF:	\$ 6,354,504
Blended Prior Interest Rate:	3.02%	Present Value Savings, Less DSRF:	\$ 6,082,382
Blended New Refunding Yield:	1.32%	Savings as a % of Refunded Bonds net of DSRF:	2.45%
Optional Redemption:	any time	*Negative Arbitrage:	\$ 189,808

*pending subscription to SLGS vis US Treasury on 1/19/2021

Assumptions: 1) Preliminary and subject to change; 2) The use of the 'Aa2' rating is consistent with the rating of the outstanding prior bonds and similar credits; 3) Interest rate assumptions are based on current market conditions and similar credits (1/19/2021); 4) County's actual results may differ, and Stifel makes no commitment to underwrite or privately place at these levels; 5) Costs of issuance and underwriting/placement fees are estimates for discussion purposes; 6) Assumed closing date of 7/6/2021; 7) Escrow utilizes SLGS rate on 1/19/2021;

Disclosures

Disclosures

Stifel, Nicolaus & Company, Incorporated (“Stifel”) has prepared the attached materials. Such material consists of factual or general information (as defined in the SEC’s Municipal Advisor Rule with current effective date of implementation of July 1, 2014). Stifel is not hereby providing a municipal entity or obligated person with any advice or making any recommendation as to action concerning the structure, timing or terms of any issuance of municipal securities or municipal financial products. To the extent that Stifel provides any alternatives, options, calculations or examples in the attached information, such information is not intended to express any view that the borrower could achieve particular results in any municipal securities transaction, and those alternatives, options, calculations or examples do not constitute a recommendation that any municipal issuer or obligated person should effect any municipal securities transaction. Stifel is not acting as your municipal advisor and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act to the municipal entity or obligated party with respect to the information and materials contained in this communication.

Stifel is providing information and is declaring to the proposed municipal issuer and any obligated person that it has done so within the regulatory framework of MSRB Rule G-23 as an underwriter (by definition also including the role of placement agent) and not as a financial advisor, as defined therein, with respect to the referenced proposed issuance of municipal securities. The primary role of Stifel, as an underwriter, is to purchase securities for resale to investors in an arm’s-length commercial transaction. Serving in the role of underwriter, Stifel has financial and other interests that differ from those of the issuer. The issuer should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

These materials have been prepared by Stifel for the client or potential client to whom such materials are directly addressed and delivered for discussion purposes only. All terms and conditions are subject to further discussion and negotiation. Stifel does not express any view as to whether financing options presented in these materials are achievable or will be available at the time of any contemplated transaction. These materials do not constitute an offer or solicitation to sell or purchase any securities and are not a commitment by Stifel to provide or arrange any financing for any transaction or to purchase any security in connection therewith and may not be relied upon as an indication that such an offer will be provided in the future. Where indicated, this presentation may contain information derived from sources other than Stifel. While we believe such information to be accurate and complete, Stifel does not guarantee the accuracy of this information. This material is based on information currently available to Stifel or its sources and is subject to change without notice. Stifel does not provide accounting, tax or legal advice; however, you should be aware that any proposed indicative transaction could have accounting, tax, legal or other implications that should be discussed with your advisors and /or counsel as you deem appropriate.



Administrator's Report: A

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

To: Steve Rapson

Through: Ted L. Burgess *TB*

From: Sherry White *SW*

Date: December 15, 2020

Subject: Contract #1673-A: Concrete Pipe Annual Contract – Renewal 1
 Amendment 1: Additional SPLOST Projects

The Road Department has an approved budget to purchase precast concrete pipes for County and SPLOST projects. The original SPLOST concrete pipe projects has been completed. The balance on the purchase order will be liquidated, allowing the funds to be applied toward the new projects.

COMPLETED SPLOST PROJECTS

Org Code	Object	Project	Name	Encumbered	AP Liquidated	Unspent Balance
32240320	541210	19SAV	138 Shelby	\$ 1,876.00	\$ 1,084.33	\$ 791.67
32240320	541210	19SAW	145 Shelby	\$ 1,876.00	\$ 1,384.33	\$ 491.67
32240320	541210	19SBV	145 Brierwood	\$ 1,750.80	\$ 1,409.13	\$ 341.67
32240320	541210	20SAT	555 McBride	\$ 2,001.20	\$ 1,834.93	\$ 166.27
32240320	541210	20SAC	186 Dogwood	\$ 2,001.20	\$ 1,659.55	\$ 341.65
32240320	541210	210SAS	518 McBride	\$ 2,157.70	\$ 1,584.53	\$ 573.17
						-2706.10

Environment Management has identified multiple CAT III projects that will require additional funds. The new SPLOST projects which will need concrete pipes has been identified.

NEW SPLOST PROJECTS

Org Code	Object	Project	Name	Requested Amendment #1	Available Budget
32240320	541210	21SAA	382 Hilo Road	\$3,953.73	\$7,578.72
32240320	541210	21SAB	285 Merrydale Drive	\$8,208.87	\$9,631.00
32240320	541210	21SAC	385 Stoneridge Way	\$8,208.87	\$9,163.00
32240320	541210	21SAD	115 Firethorn Lane	\$5,673.15	\$9,516.00
32240320	541210	21SAF	154 Dixon Circle	\$4,083.74	\$7,853.00
32240320	541210	21SAN	100 Mackenzie Way	\$3,623.76	\$19,430.00

32240320	541210	21SAO	584 Lees Mill Road	\$3,815.82	\$7,739.00
32240320	541210	21SAP	110 Muse Road	\$3,953.54	\$6,376.00
32240320	541210	21SAQ	140 Muse Road	\$3,815.82	\$7,575.00
32240320	541210	21SAR	302 Sams Drive	\$5,010.91	\$8,746.00
32240320	541210	21SAS	388 Eastin Road	\$3,953.54	\$7,739.00
Total:				\$54,301.75	\$101,346.72


The existing contract with Oldcastle Infrastructure will be utilized for the additional materials needed. The original annual price contract for Fiscal Year 2020 was competitively bid. A contract was awarded to Oldcastle Infrastructure in the amount of \$64,012.00 (with another portion of the award going to F.M. Shelton, Inc., for the not-to-exceed amount of 15,886.96). Since the products had originally been competitively priced at the volumes needed for the additional projects, the requested contract amendment complies with purchasing policies and procedures.

Specifics of the proposed contract amendment are as follows:

Contract Name #1673-A: Concrete Pipe Annual Contract
Amendment No. #1 Amendment SPLOST Projects
Contractor Oldcastle Infrastructure
Original amount \$20,662.90
Requested this action \$51,595.65, *new*
Revised Not-to-Exceed Amount \$72,258.55,

(2,706.10.)
51,595.65



Budget:	<u>Road Dept.</u>	<u>SPLOST</u>	<u>Total</u>
Org Code	10040220	32240320	
Object	531172 (Pipe)	541210 (Other projects)	
Project	N/A	see above	
Current Contract	\$9,000.00	\$11,662.90	\$20,662.90
Requested Increase	0	\$51,595.65	\$51,595.65
Net Amount	\$9,000.00	\$63,258.55	\$72,258.55
Available Budget	\$10,000.00,	\$101,346.72*	\$111,346.72

Approved by:  Date: 12/16/2020

*As of 12/11/2020



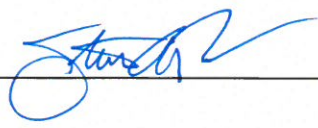
Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
 www.fayettecountyga.gov

To: Steve Rapson
 Through: Ted L. Burgess 
 From: Natasha M. Duggan 
 Date: February 17, 2021
 Subject: Contract 1867-P: Water System Engineer of Record
 Task Order 01: FY21 On-Call Support Services

Arcadis U. S., Inc. currently serves as the Water System Engineer of Record. This task order will provide technical services for the Water System for tasks related to water infrastructure facilities, permitting support, and general service needs. Arcadis will provide staff augmentation on an as-needed basis through June 30, 2021 to assist the Water System in executing projects.

Specifics of the proposed contract task order are as follows:

Contract Name	#1867-P: Water System Engineer of Record	
Task Order	01 On-Call Support Services	
Contractor	Arcadis U. S., Inc.	
Not to Exceed Amount	\$50,000.00	
Budget:		
Org Code	50541010	Water System
Object	521211	Engineering Services
Project	n/a	
Available	\$180,609.27	As of 2/17/2021

Approved by:  _____ Date: 2/22/2021



Vanessa Tigert, P.G.
 Director
 Fayette County Water System
 245 McDonough Road
 Fayetteville, Georgia 30214

Arcadis U.S., Inc.
 2839 Paces Ferry Road
 Suite 900
 Atlanta
 Georgia 30339
 Phone: 770 431 8666
 Fax: 770 435 2666
www.arcadis.com

Date: February 11, 2021
 Ref: Contract 1867-P Water System Engineer of Record
 Subject: Task Order TO 01 General On-Call Support Services

Dear Ms. Tigert,

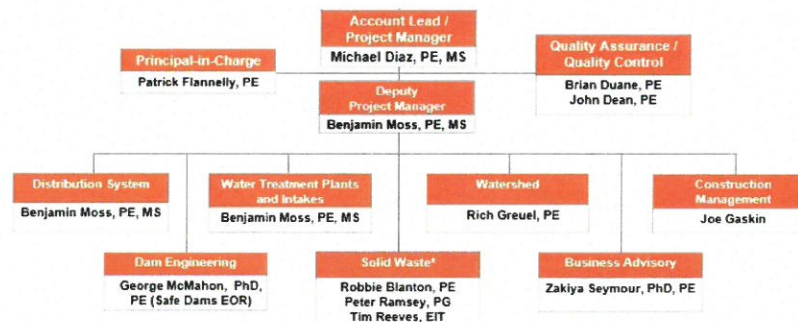
The Fayette County Water System (FCWS) has requested Arcadis to submit this proposal for a Task Order (TO) to provide on-call professional services in support of their water system activities. Arcadis will leverage its expertise and knowledge in the water sector to provide technical services for FCWS. We know your system and will remain responsive to your needs with our extensive local presence.

Background

The on-call support services TO will provide FCWS with access to Arcadis' broad technical resources to address a variety of tasks related to FCWS's water infrastructure facilities, permitting support, and general service needs. Arcadis will provide staff augmentation on an as-needed basis to assist FCWS in executing projects under the Director's request. Specific tasks may vary depending on FCWS' needs.

Project Team

The key members of our project team are listed below and the proposal submitted for the Contract 1867-P Water System Engineer of Record. The team may vary as needed for specific TOs. Subject matter experts (SMEs) will engage with the permission of FCWS. Arcadis may utilize subcontractors to address specific scope elements as needed. FCWS is to approve subcontractors prior to initiating any activities. Mr. Michael Diaz will serve as the Account Lead / Project Manager and Benjamin Moss will serve as the Deputy Project Manager. Both will serve as main points of contact for FCWS within the Arcadis team.



Scope of Work

To focus the scope and level of effort required to complete on-call tasks, Arcadis will submit a brief scope description, list of assumptions and deliverables, and a fee table for approval by FCWS before proceeding with specific tasks. Individual on-call subtask scopes will be presented in similar format to this TO and be identified with letters to indicated sequential order (Task Order 1a, Task Order 1b, etc.)

Vanessa Tigert, P.G.
 Fayette County Water System
 February 9, 2021

Deliverables

Deliverables will be listed on an as-needed basis within on individual on-call task scopes. Wherever possible, Arcadis will leverage its digital expertise to help engage with FCWS more efficiently.

Schedule

The Arcadis team will begin work under this TO when authorized by the FCWS. The total duration is ~~estimated at 12 months~~ ^{SAM through 6/30/2021} on an as-needed basis. We understand that responsiveness is critical when providing on-call services. To support FCWS's overall goal to provide safe drinking water, our team will strive to quickly respond to all requests.

Budget

Compensation for the work in this task order will be based upon a time and materials basis using the proposed hourly rates defined in the table presented within the Contract 1867-P Water System Engineer of Record. The hourly rates are listed below for reference. This TO will have a not to exceed project budget of \$50,000, including travel expenses. Arcadis' Deputy Project Manager will track and communicate with the FCWS any changes in scope or budget if needed as a part of the project's monthly status report. No changes will be made without written approval by FCWS.

Principal Engineer / SME	\$210
Senior Project Manager	\$195
Project Manager	\$170
Managing Engineer	\$200
Senior Engineer	\$185
Project Engineer	\$138
Staff Engineer	\$108
Senior Architect	\$175
Architect	\$101
Designer	\$115
CADD Technician	\$98
Project Assistant	\$82
Registered Land Surveyor	\$85
Survey Crew (2-person)	\$158
Survey Technician	\$80
Senior GIS Specialist	\$125
GIS Specialist	\$103
Resident Project Representative	\$92

Assumptions

1. This TO will not include work related to the Solid Waste Department for the ground/surface water and methane monitoring. That work will be performed under a separate TO.

Vanessa Tigert, P.G.
Fayette County Water System
February 9, 2021

If you have any questions about this Task Order, please do not hesitate to contact me (404-550-3452, michael.diaz@arcadis.com). Thank you for this opportunity and we look forward to working with you and the FCWS team on this project.

Sincerely,
Arcadis U.S., Inc.


Michael Diaz, PE, MS
AVP / Area Manager

CC. Benjamin Moss, PE, MS



Administrator's Report: C

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

To: Steve Rapson
 From: Natasha M. Duggan 
 Date: September 11, 2020
 Subject: Contract 1849-A: Lake Peachtree and Flint River Pump Repairs

The Purchasing Department issued Request for Quotes #1849-A: to secure a utility contractor to ~~repair~~ the pumps at Lake Peachtree and the Flint River Pump Stations. Notice of the opportunity was emailed to 5 companies. Another 360 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code #91389 (Maintenance and Repair, Utility and Underground Projects) and #96185 (Utility Services, Water). The offer was also advertised through Georgia Local Government Access Marketplace.

Three (3) Companies submitted quotes:

Crowder Construction Company	\$258,900.00
Sol Construction LLC	\$193,600.00
T. W. Brown Contracting, LLC	\$100,413.00

The Water System recommends awarding to the lowest responsive bidder, T. W. Brown Contracting, LLC. A Contractor Performance Evaluation for previous work performed by T. W. Brown Contracting, LLC is attached. (Attachment 1)

Specifics of the proposed contract are as follows:

Contract Name	#1849-A: Lake Peachtree and Flint River Pump Repairs	
Contractor	T. W. Brown Contracting, LLC	
Type of Contract	Repair Service	
Contract Amount	\$100,413.00	
Budget:		
Org Code	507	Water System CIP
Object	117616	
Project	9WSPR	Pump Refurbishment Program
Available	\$223,113.25	As of 9/11/2020

Approved by: 

Date: 9/16/2020

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: T. W. Brown Contracting, LLC	Contract Number: 1778-A
Mailing Address: 64 Highway 85 Connector	Contract Description or Title: Crosstown Raw Water Pumps VFD Replacement
City, St, Zip Code: Brooks, GA 30205	Contract Term (Dates) From: 3-23-2020 - Present
Phone Number: 770-599-6339	Task Order Number: n/a
Cell Number: 404-798-2510	Other Reference: for award of contract 1869-A Lake Peachtree and Flint River Pump Repairs
E-Mail Address: tyler@twbrown.com	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

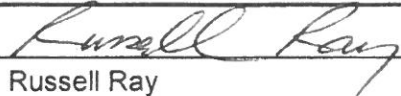
SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule			X		
2. Condition of delivered products		X			
3. Quality of work		X			
4. Adherence to specifications or scope of work		X			
5. Timely, appropriate, & satisfactory problem or complaint resolution		X			
6. Timeliness and accuracy of invoicing		X			
7. Working relationship / interfacing with county staff and citizens	X				
8. Service Call (On-Call) response time					X
9. Adherence to contract budget and schedule		X			
10. Other (specify):					
11. Overall evaluation of contractor performance		X			

EVALUATED BY

Signature: 	Date of Evaluation: 09/10/20
Print Name: Russell Ray	Department/Division: Water System
Title: Facilities & Project Specialist	Telephone No: 770-320-6017

Tally Sheet

#1849-A Lake Peachtree and Flint River Pump Repairs

	T.W. Brown Contracting, LLC	Sol Construction LLC	Crowder Construction Company
Repairs:			
Lake Peachtree Pump 1 Motor Repair	3,218.00	18,000.00	9,800.00
Lake Peachtree Pump 1 Repair	13,192.00	31,000.00	57,400.00
Lake Peachtree Pump 2 Motor Repair	3,218.00	18,000.00	10,600.00
Lake Peachtree Pump 2 Repair	15,444.00	31,000.00	57,400.00
Lake Peachtree Pump 3 Motor Repair	5,382.00	18,000.00	10,400.00
Lake Peachtree Pump 3 Repair	15,444.00	31,000.00	67,700.00
Flint River PS Pump 1 Motor Repair	7,605.00	31,000.00	17,500.00
Total Quote for Repairs	63,503.00	178,000.00	230,800.00
Contingencies:			
Additional Amount to Replace Lake Peachtree Pump 2 Motor	13,455.00	2,800.00	4,100.00
Additional Amount to Replace Lake Peachtree Pump 3 Motor	13,455.00	2,800.00	14,000.00
Contingency Allowance	10,000.00	10,000.00	10,000.00
Total Price Quoted, Including Contingencies	100,413.00	193,600.00	258,900.00

*indicates calculation error that has been corrected