

BOARD OF COUNTY COMMISSIONERS

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



FAYETTE COUNTY, GEORGIA

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

140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

AGENDA

June 11, 2020

6:30 p.m.

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

Call to Order

Invocation and Pledge of Allegiance by Chairman Randy Ognio

Acceptance of Agenda

PROCLAMATION/RECOGNITION:

PUBLIC HEARING:

1. First of two Public Hearings on Fayette County's proposed annual budget for Fiscal Year 2021 which begins on July 1, 2020 and ends June 30, 2022. (pages 3-57)

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:

2. Approval to renew an agreement between Fayette County and Georgia Emergency Management-Homeland Security as outlined in the Statewide Mutual Aid and Assistance Agreement. (pages 58-66)
3. Approval to send outdated Vehicle Extrication Equipment and Thermal Imaging Cameras to surplus for auction. (pages 67-73)
4. Approval of the May 28, 2020 Special Called Budget Presentation Meeting Minutes. (pages 74-81)
5. Approval of the May 28, 2020 Board of Commissioners Meeting Minutes. (pages 82-89)

OLD BUSINESS:

NEW BUSINESS:

6. Consideration of a recommendation from the Selection Committee, comprised of Commissioners Charles Rousseau and Eric Maxwell, to reappoint Laura "Niki" Knox Vanderslice to the Fayette County Development Authority to fulfill a four-year term beginning April 10, 2020 and expiring April 9, 2024. (pages 90-97)

7. Consideration of staff's request for Fayette County to receive a Federal Off-System Safety Program Grant in the award amount of \$333,333.00. (pages 98-103)
8. Consideration of staff's request to assume lease of raw land from Piedmont Fayette Hospital for tower located on this property as an integral part of the Fayette County Public Safety Radio System. (pages 104-118)
9. Consideration of the County Attorney's recommendation to approve a disposition of tax refund, as requested by Morris Lewis, for tax year 2017, in the amount of \$424.77. (pages 119-122)
10. Consideration of staff's request to extend the temporary suspension an additional thirty-days due to the governor's Declaration of Public Health Emergency, which expires July 12, 2020. (page 123)
11. Consideration of Commissioner Rousseau's request to send a resolution to the Senate in support of passing House Bill 426, a hate crime bill in the state of Georgia. (pages 124-128)
12. Consideration of Chairman Randy Ognio's request to provide two (2) annual free park passes each calendar year to corporate business owners whose business is located within Fayette County. (page 129)

ADMINISTRATOR'S REPORTS:

ATTORNEY'S REPORTS:

COMMISSIONERS' REPORTS:

EXECUTIVE SESSION:

ADJOURNMENT:

COUNTY AGENDA REQUEST

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Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

First of two Public Hearings on Fayette County's proposed annual budget for Fiscal Year 2021 which begins on July 1, 2020 and ends June 30, 2021.

Background/History/Details:

On May 28, 2020, County Staff presented to the Board of Commissioners the proposed Fiscal Year (FY) 2021 Budget. A copy of the presentation is provided as backup.

This will be the first of two public hearings on the proposed budget for FY 2021 as presented. Details of the budget are available for public review in the Board of Commissioners' Office, the Fayette County Public Library, and Fayette County's website. Input from the public is welcome.

The second public hearing is scheduled for June 25, 2020, at the conclusion of the public hearing staff will request the Board to vote on the adoption of the proposed Fiscal Year 2021 Annual Budget.

What action are you seeking from the Board of Commissioners?

No action is required. At the end of the second public hearing on June 25, 2020, staff will request the Board to vote on the adoption of the proposed Fiscal Year 2021 Annual Budget.

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

FY2021 Budget Highlights

BOARD OF COMMISSIONERS
BUDGET PRESENTATION

MAY 28, 2020

Economic Outlook

- Decline in March personal income and outlays was in large part due to the Governor's "shelter-in-place" order which led to rapid changes in spending. Nationwide, personal income decreased 2.0 % from February to March of 2020 and personal consumption expenditures decreased 7.5% for the same period.
- Closure of local businesses due to the coronavirus outbreak led to an increase in the Fayette County unemployment rate from 2.4% in December of 2019 to 3.7% in March of 2020.
- Competitive compensation package and recruitment/retention of qualified personnel were ranked highest in importance for state and local governments.
- Governments continue to have difficulty recruiting and retaining personnel for positions in law enforcement, information technology, engineering, emergency dispatch, accounting, and skilled trades.
- State and local governments report 41% increase in retirements over last year.
- Governments report 27% teleworking increase as a response to COVID-19.

Budget Principles

- Revenues are conservatively projected based on an objective, analytical process of detailed trending.
- One-time revenues are not used to fund current expenditures; thus avoiding pursuing short-term benefits at the risk of creating future funding issues.
- Only current revenues are used to pay current expenditures so there is not a “built-in increase” for ongoing expenditures.
- There is a budgetary link between capital and operating budgets to identify and determine if ongoing expenses can be funded through the operating budget before the project is placed into service.

Planning Guidelines

- No Deficit Budgeting (no use of unassigned fund balance)
- Continued Commitment of Delivering Outstanding Customer Service:
 - No Property Tax Increase
 - Cumulative Taxpayer Savings of over \$29.5M since 2013
- The Rolling 5 Year Capital Improvement Program totals \$6,361,938 and is allocated within the General Fund Balance.
- Maintain Employee Benefits strengthening Medical Reserves
 - Medical/Dental/Vision Health Insurance
 - Funding Stop Loss, Large Claims

Benefit Highlights

- Continue to offer two (2) Choices for Medical Plan Coverage:
 - Traditional Open Access Point of Service Plan (POS) serviced by the CIGNA LocalPlus Network
 - High Deductible Health Plan (HDHP) with Health Savings Account (HSA) serviced by the CIGNA OAP Network
 - County funds: \$750 Employee Only; \$1,000 Employee/Spouse or Child(ren); and \$1,250 Family
- County funded Critical Illness and Accident claims coverage for HDHP (HSA)

Benefit Highlights

- First premium increase in 8 years
 - POS: Cost increase 20% across the board
 - HDHP (HSA): Cost increase ppp:
 - \$5 Employee Only: 20% increase
 - \$10 Employee + Spouse: 11% increase
 - \$10 Employee + Children: 15% increase
 - \$15 Family: 12% increase
- POS and HDHP (HSA) plans' in-network individual & family deductible has changed
 - POS: Individual changed from \$2,700 to \$3,000; Family changed from \$5,000 to \$6,000 per calendar year.
 - HDHP (HSA): Individual changed from \$2,700 to \$2,800; Family no change \$5,000 per calendar year.

Benefit Highlights

- POS and HDHP (HSA) Out-of-Pocket Maximums remain at \$5,000 individual/\$10,000 family.
- Health Advocate provided to assist and escalate claims resolution.
- Non-Tobacco User Discounts \$75 ppp – Employee/dependents;
- Wellness Initiatives \$75 ppp – Preventive Care Surcharge (physical);
- Spousal Surcharge \$150 ppp – Spouse with access to insurance.
- Dental Insurance covers:
 - Preventative 100% no deductible; Basic 80% after deductible; Major & Orthodontics 50% after deductible
- Vision benefit remains at \$300 reimbursement per calendar year.

Benefit Highlights

- Enhanced Partnership with Piedmont Hospital and Cigna providing an on-site Health Coach (RN) for one-on-one and face-to-face coaching at designated Fayette County locations.
- Continued Employee Wellness Program – CIGNA provides a \$50,000 credit used for Human Resource funded Health Wellness Initiatives.
- Utilization of a digital lifestyle app, Omada, that helps employees get healthier by losing weight and incorporating healthy lifestyle activities.
- Pharmaceutical Cigna 90Now program requires maintenance medications to be filled with a 90-day supply for a greater cost savings for both the employee and employer.

General Fund Balance Financial Projection – FY2020

Fund Balance	FY2019	EST FY2020
Non-Spendable:		
Inventories	\$131,787	\$131,787
Stormwater Advance	\$3,413,956	\$1,609,672
Committed To:		
Stabilization Fund	\$13,727,248	\$14,061,197
Restricted:		
LMIG	\$539,172	\$1,455,220
DPH Building		\$1,000,000
Assigned To:		
DA & Animal Control	\$120,711	\$145,711
Emergencies	\$2,000,000	\$2,000,000
CIP	\$6,060,754	\$6,361,938
Unassigned:	<u>\$3,947,061</u>	<u>\$3,381,123</u>
Total Fund Balance:	\$29,940,689	\$30,146,648

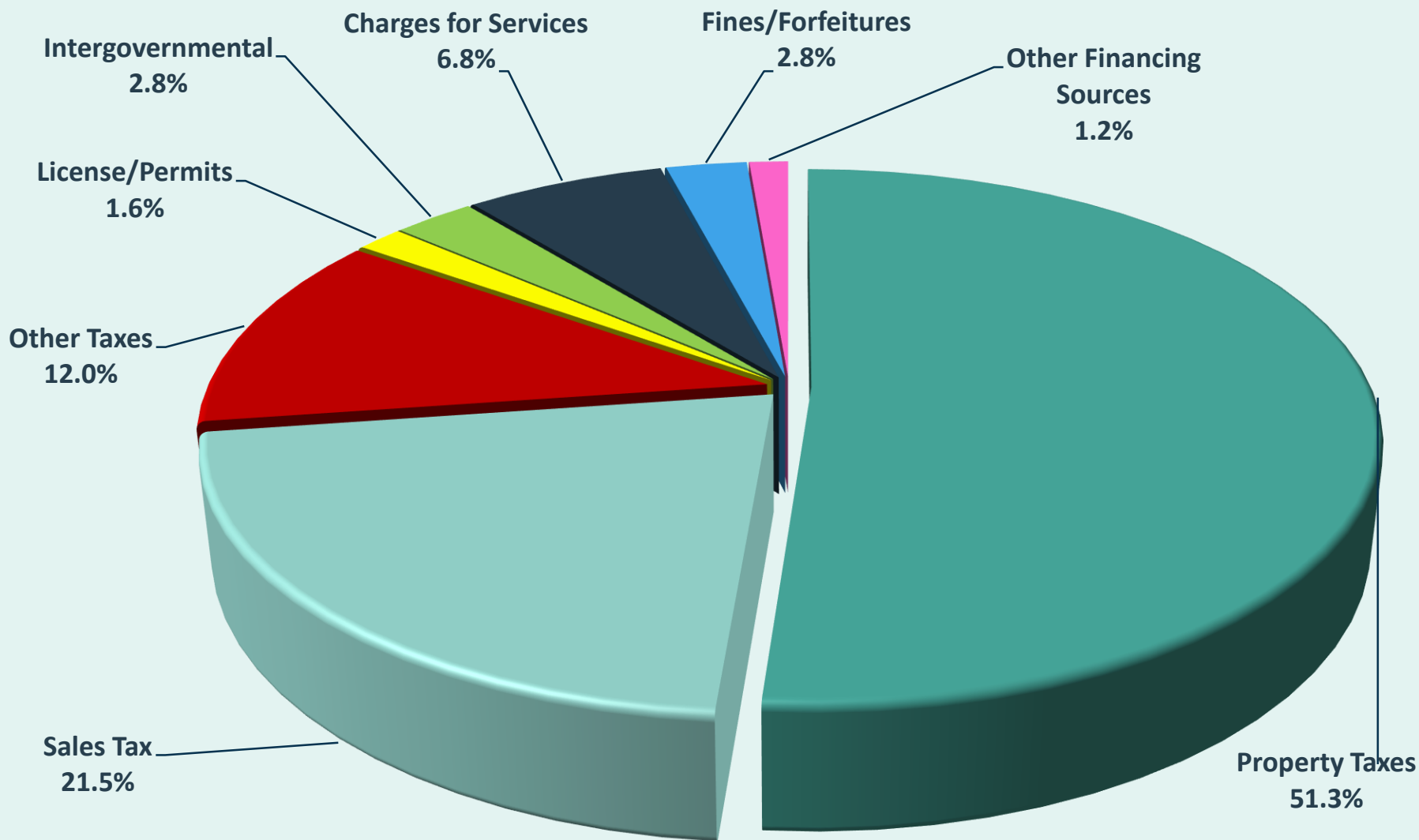
Based upon March forecasted

FY2021 Budget Summary

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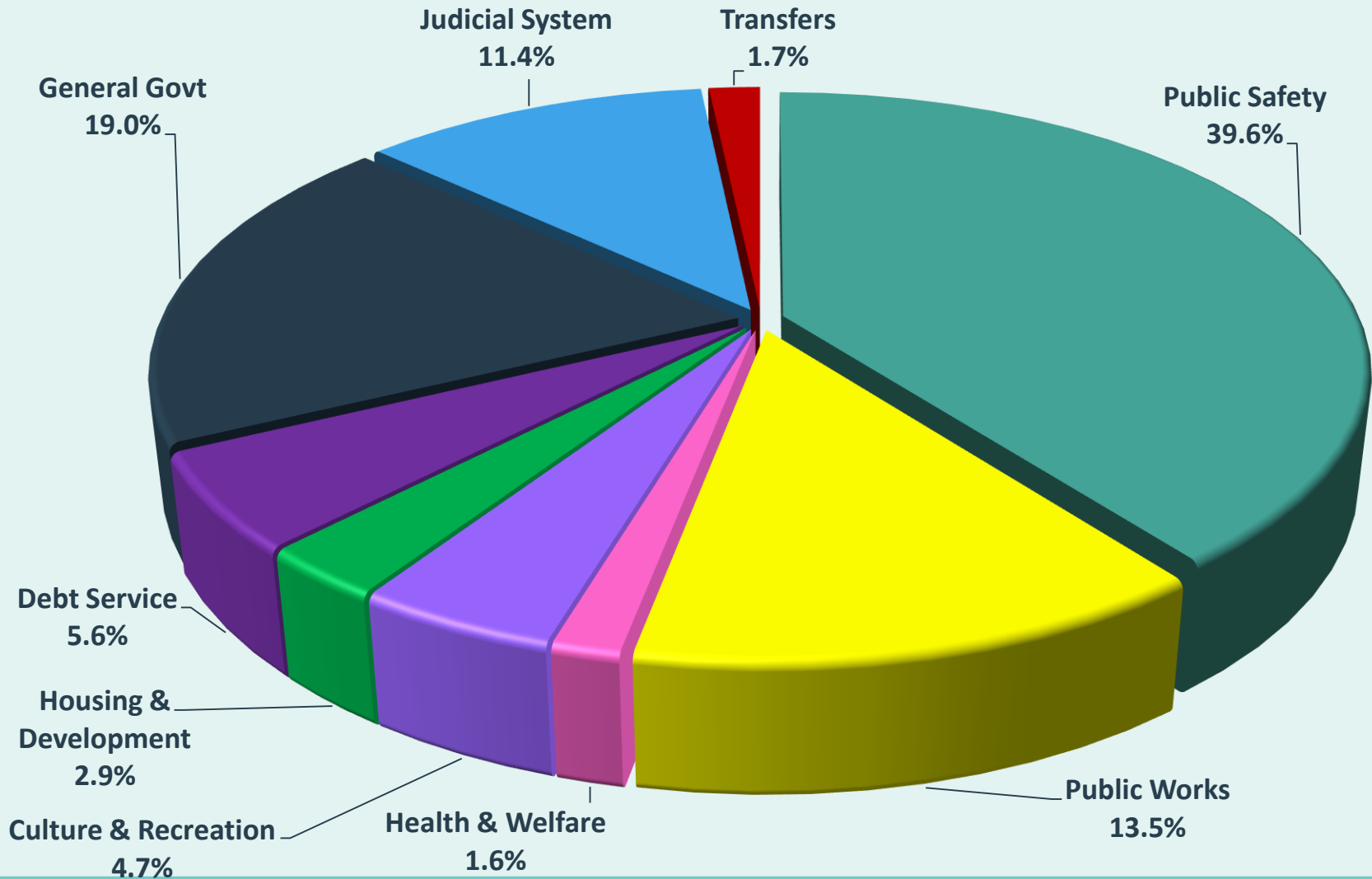
FY 2021 BUDGET		<u>Revenue</u>	<u>Transfers</u> <u>In</u>	<u>Total Revenue</u> <u>And Other</u> <u>Sources</u>	<u>Expenditures</u>	<u>Transfers</u> <u>Out</u>	<u>Total Exp.</u> <u>And Other</u> <u>Uses</u>	<u>Impact to</u> <u>Fund Balance</u>
OPERATING BUDGET								
100	General Fund	56,259,920	85,000	56,344,920	54,994,787	945,000	55,939,787	405,133
205	Law Library	55,000	-	55,000	55,000	-	55,000	-
214	Accountability State Court	494,910	-	494,910	398,044	-	398,044	96,866
215	911 Communications	4,524,050	-	4,524,050	3,744,257	-	3,744,257	779,793
216	Jail Surcharge	324,000	60,000	384,000	384,000	-	384,000	-
217	Juvenile Supervision	6,000	-	6,000	10,539	-	10,539	(4,539)
218	Victims Assistance	142,000	-	142,000	154,821	-	154,821	(12,821)
219	Drug Abuse and Treatment	825,000	-	825,000	716,766	-	716,766	108,234
270	Fire Services	13,235,450	-	13,235,450	10,869,442	650,000	11,519,442	1,716,008
271	Street Lights	410,000	-	410,000	346,701	85,000	431,701	(21,701)
272	EMS	3,903,350	-	3,903,350	3,347,663	350,000	3,697,663	205,687
291	Animal Control Spay Neuter	17,000	-	17,000	17,000	-	17,000	-
	Special Revenue Funds	23,936,760	60,000	23,996,760	20,044,233	1,085,000	21,129,233	2,867,527
	Governmental Funds	80,196,680	145,000	80,341,680	75,039,020	2,030,000	77,069,020	3,272,660
505	Water System	18,424,900	-	18,424,900	16,461,650	1,963,250	18,424,900	-
540	Solid Waste	70,836	160,000	230,836	230,836	-	230,836	-
	Enterprise Funds	18,495,736	160,000	18,655,736	16,692,486	1,963,250	18,655,736	-
TOTAL OPERATING BUDGET		98,692,416	305,000	98,997,416	91,731,506	3,993,250	95,724,756	3,272,660
CAPITAL/CIP BUDGET								
37_	Capital/CIP Funds (372/375)	-	3,831,045	3,831,045	3,831,045	-	3,831,045	-
	General Fund Balance	-	-	-	-	3,133,018	3,133,018	(3,133,018)
	Fire Services Fund Balance	-	-	-	-	644,827	644,827	(644,827)
	EMS Fund Balance	-	-	-	-	53,200	53,200	(53,200)
	Governmental	-	3,831,045	3,831,045	3,831,045	3,831,045	7,662,090	(3,831,045)
507	Water System CIP	-	1,963,250	1,963,250	1,963,250	-	1,963,250	-
	Enterprise	-	1,963,250	1,963,250	1,963,250	-	1,963,250	-
610	Vehicles/Equipment	-	1,725,000	1,725,000	2,349,613	-	2,349,613	(624,613)
TOTAL CAPITAL BUDGET		-	7,519,295	7,519,295	8,143,908	3,831,045	11,974,953	(4,455,658)
TOTAL BUDGET		98,692,416	7,824,295	106,516,711	99,875,414	7,824,295	107,699,709	(1,182,998)

General Fund Revenues



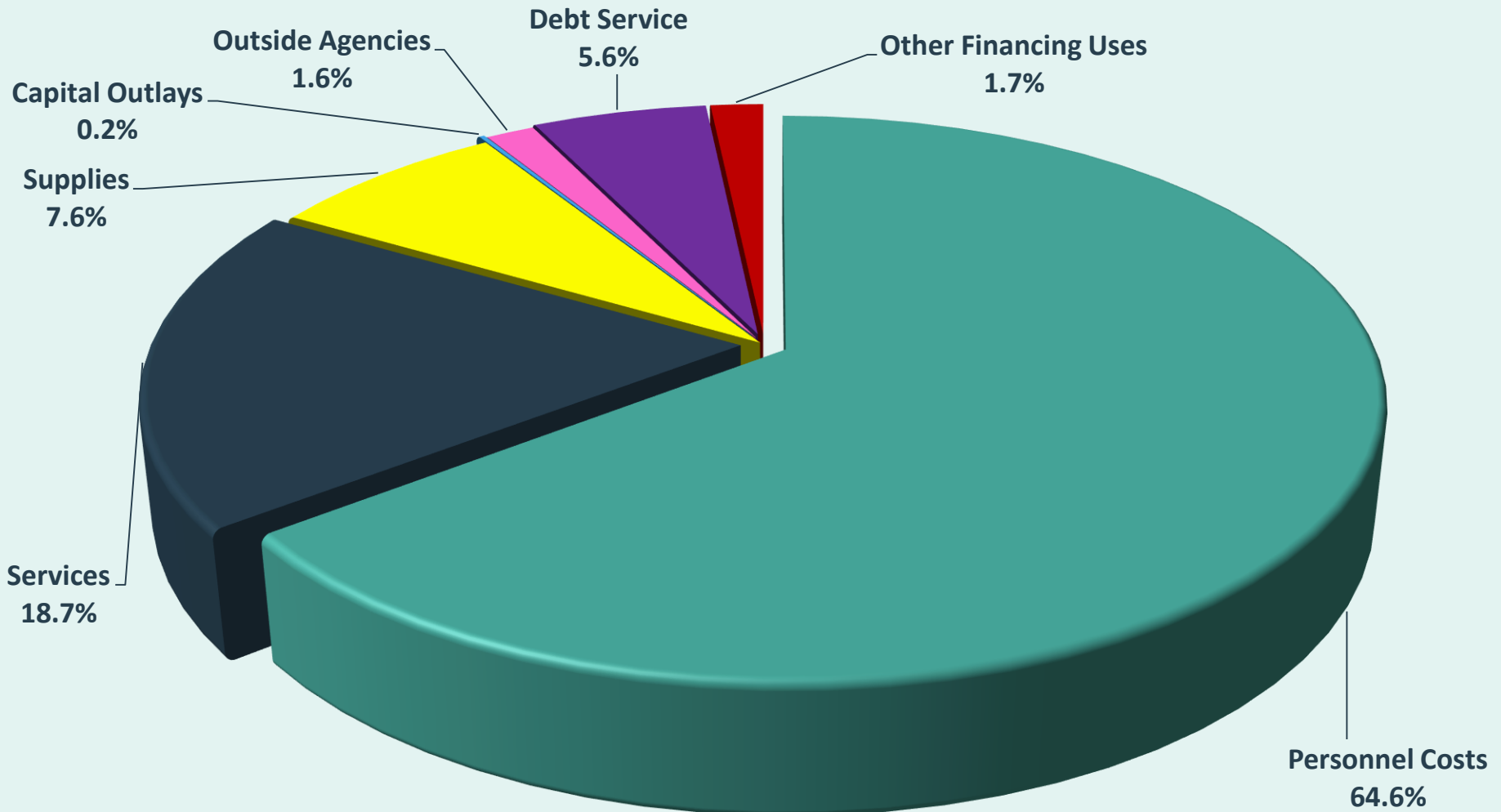
General Fund Expenditures By Function

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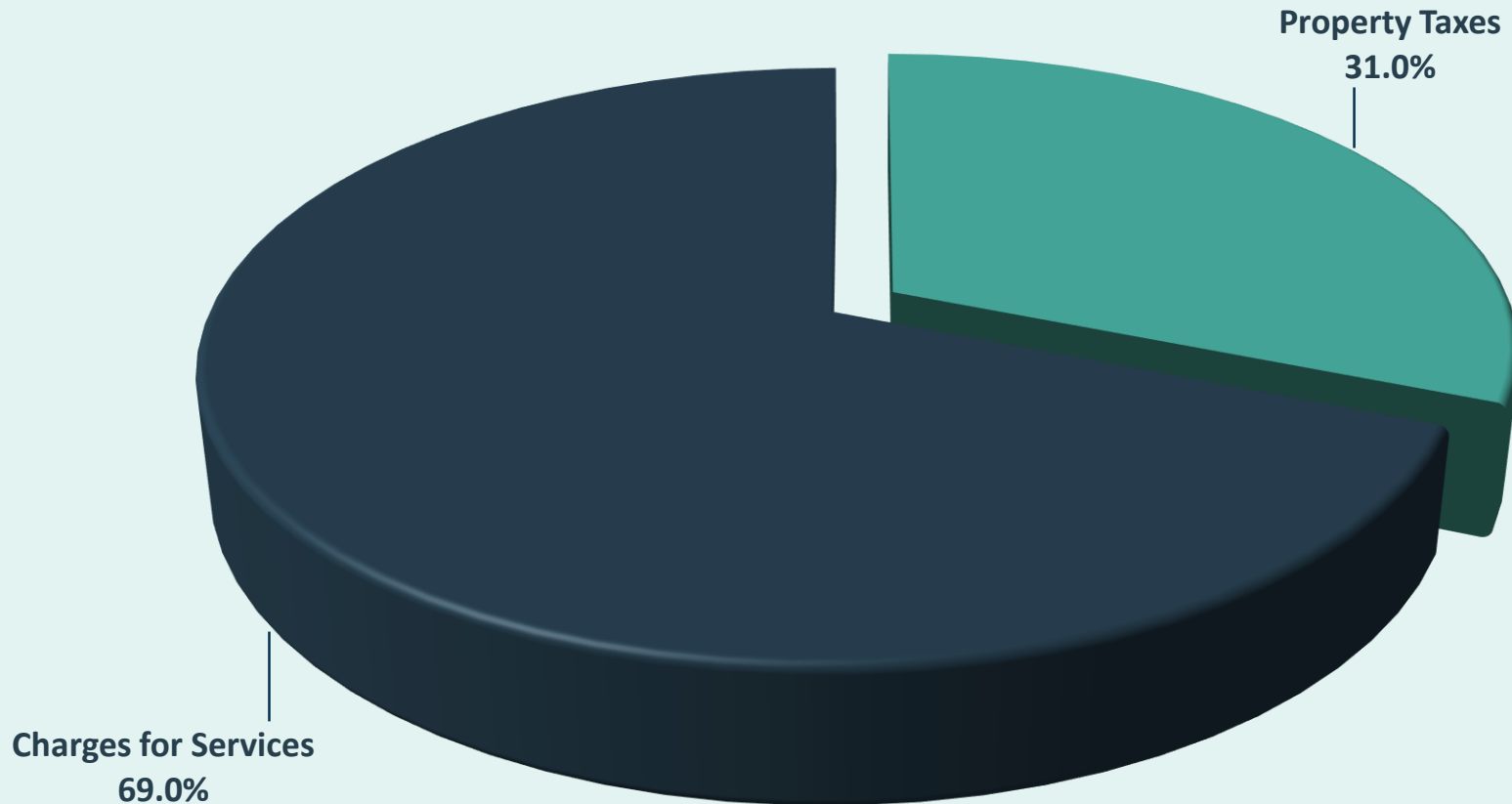


General Fund Expenditures By Type

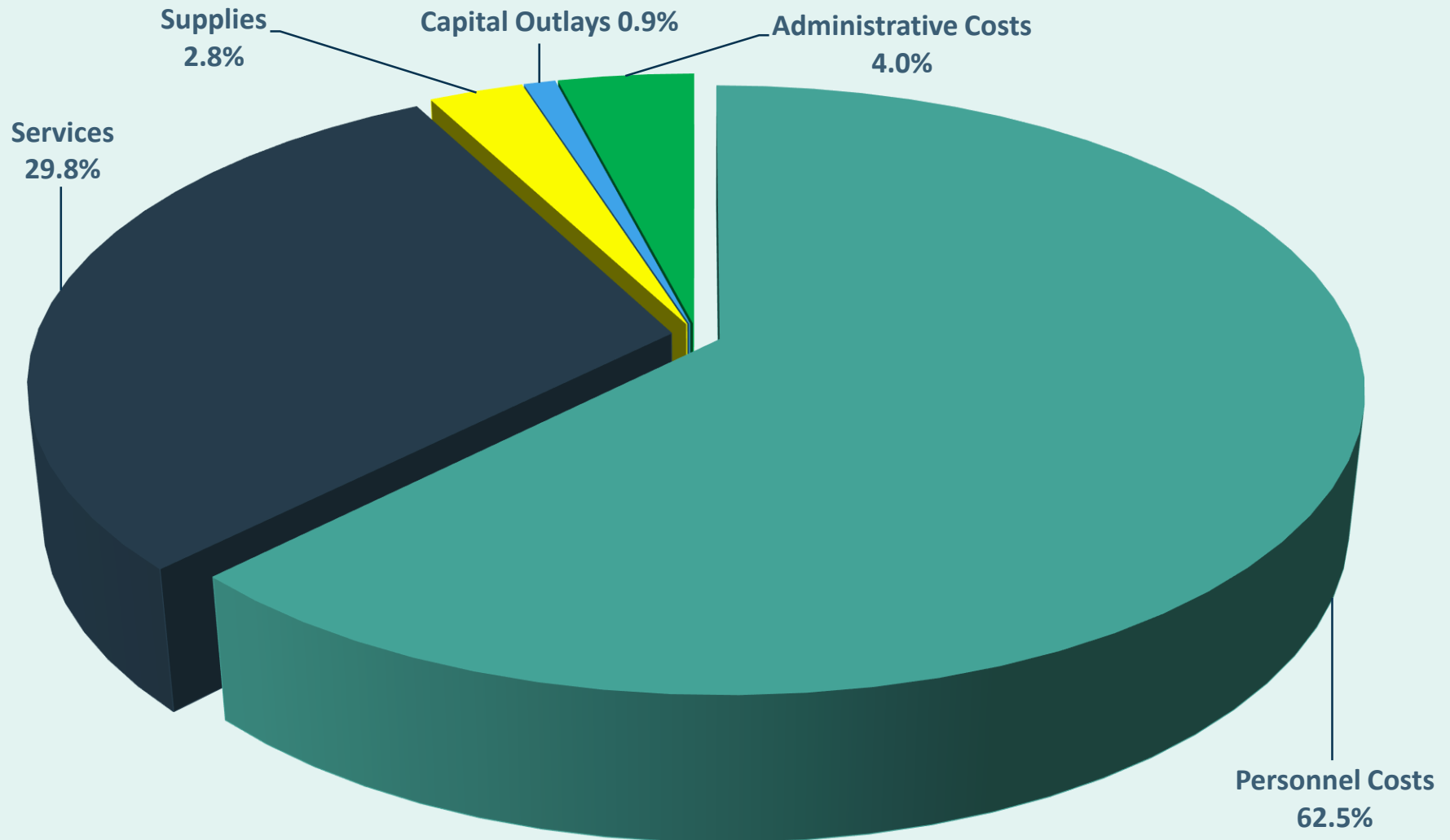
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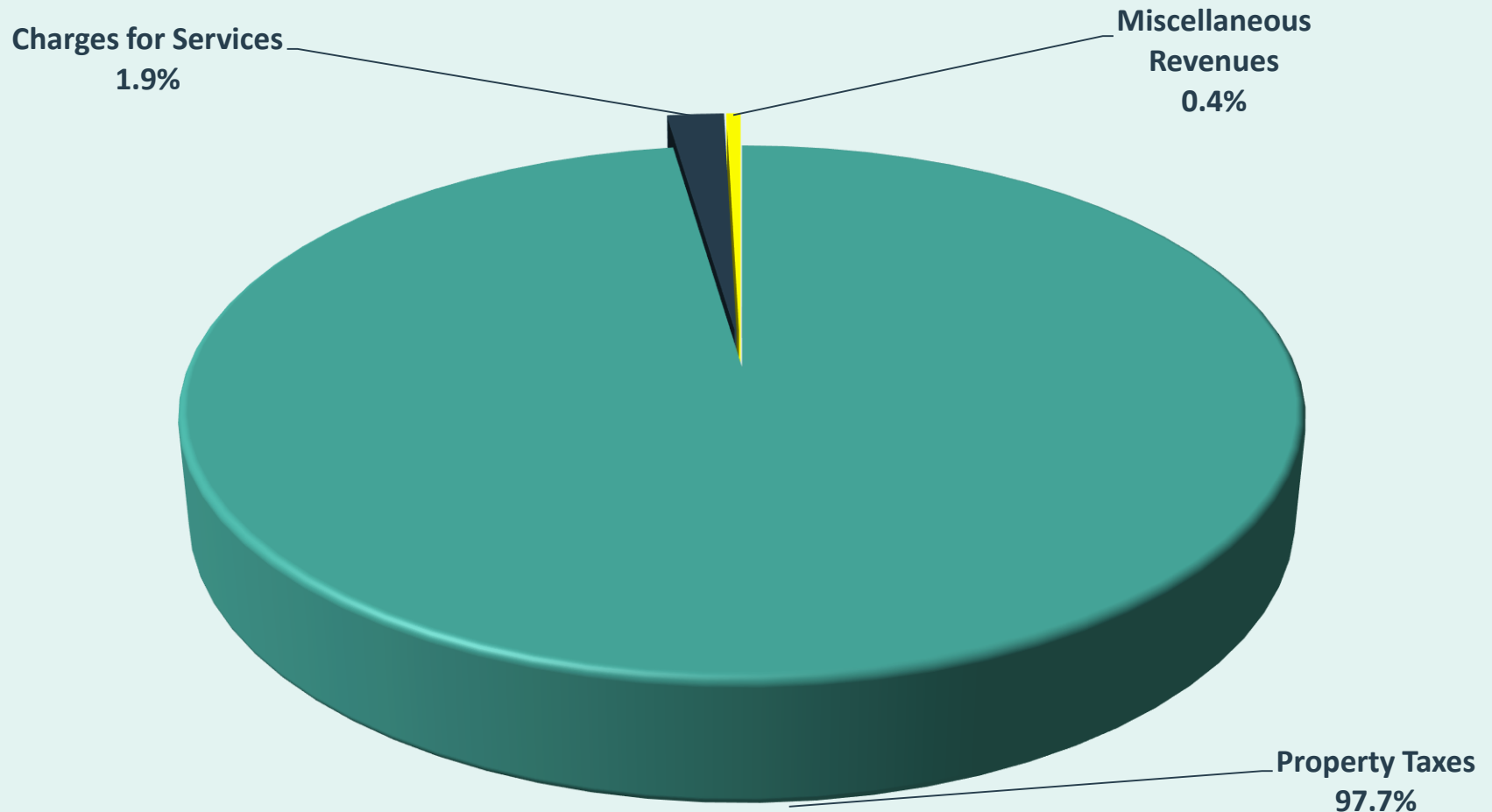
911 Fund Revenues



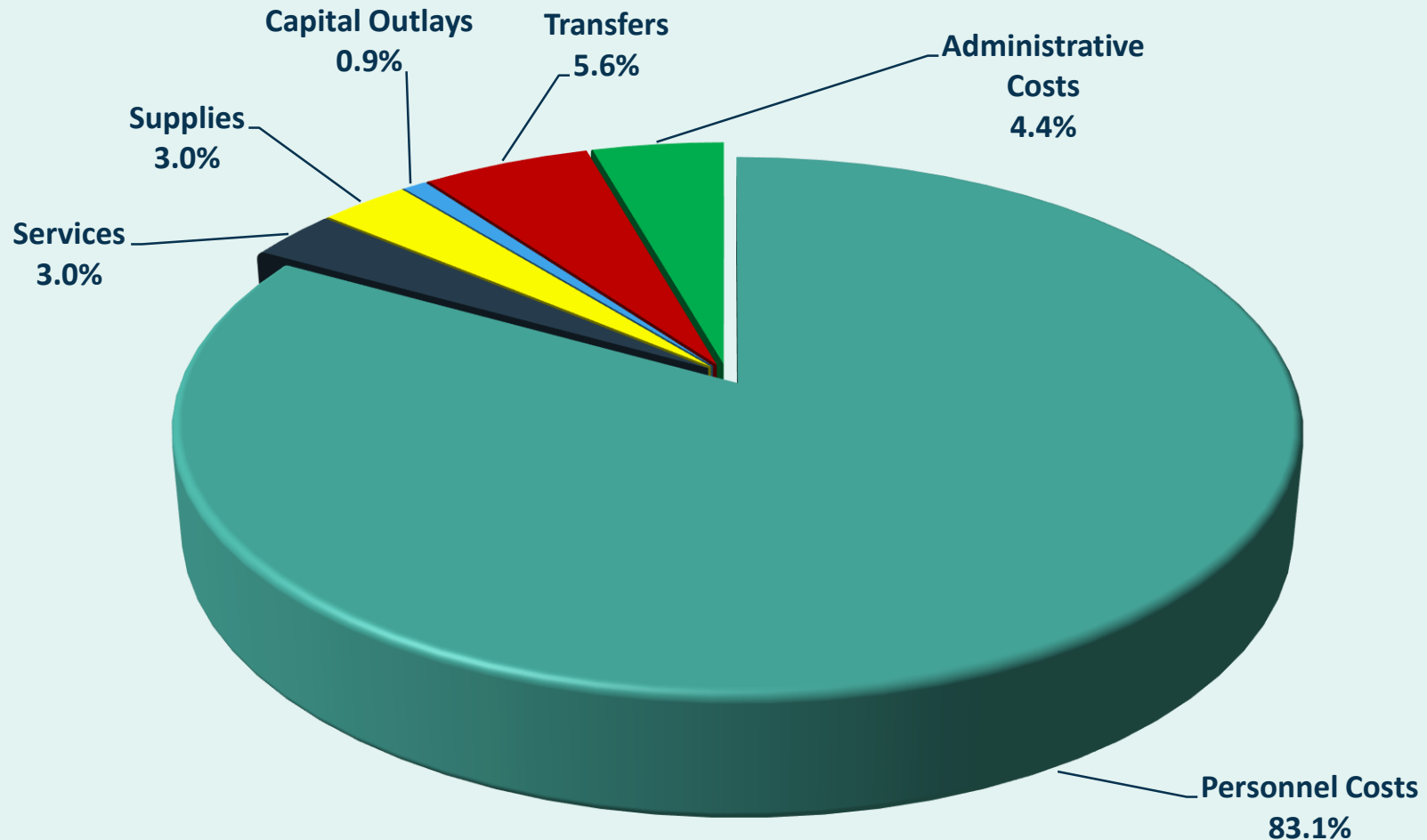
911 Fund Expenditures



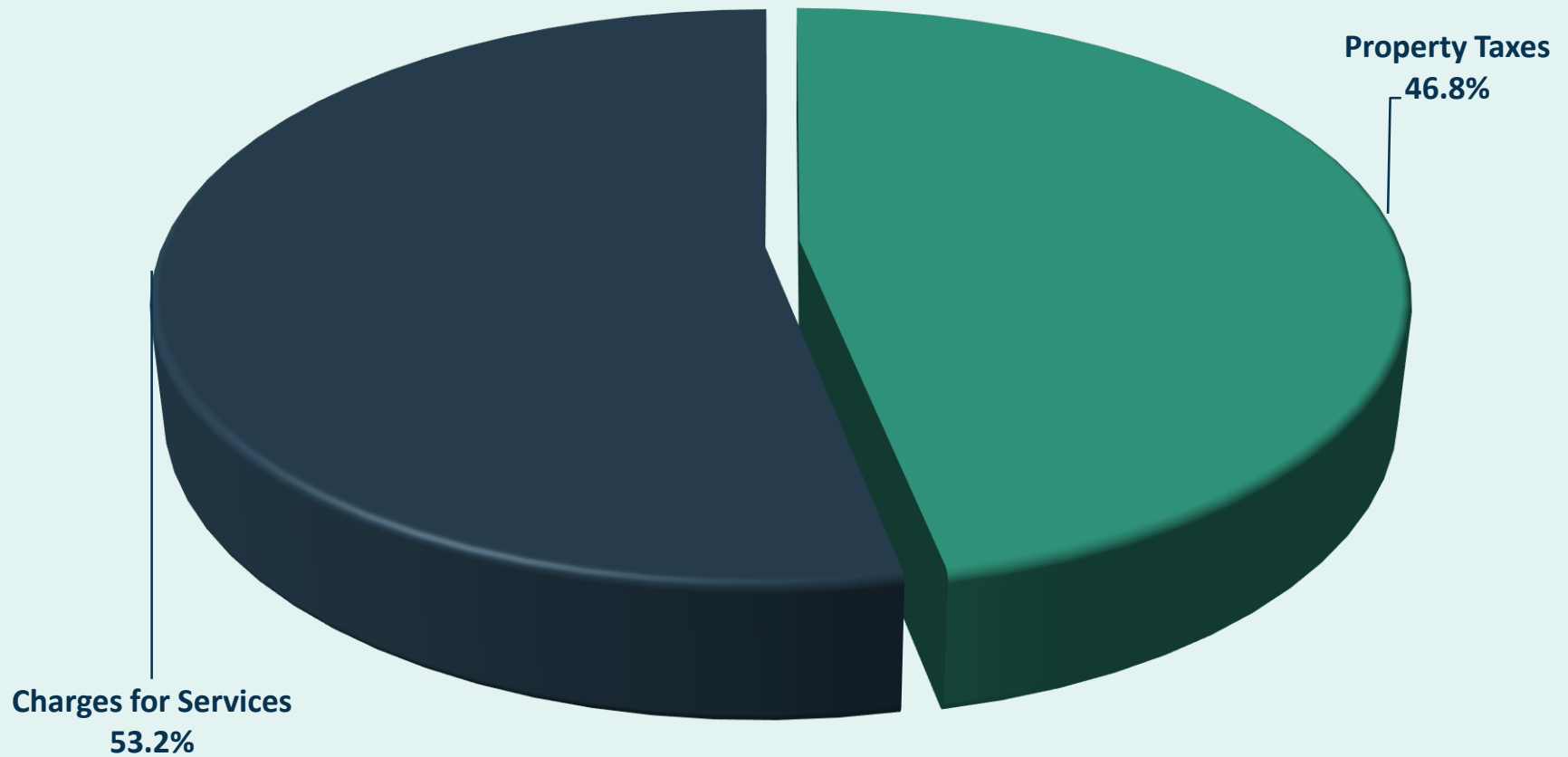
Fire Fund Revenues



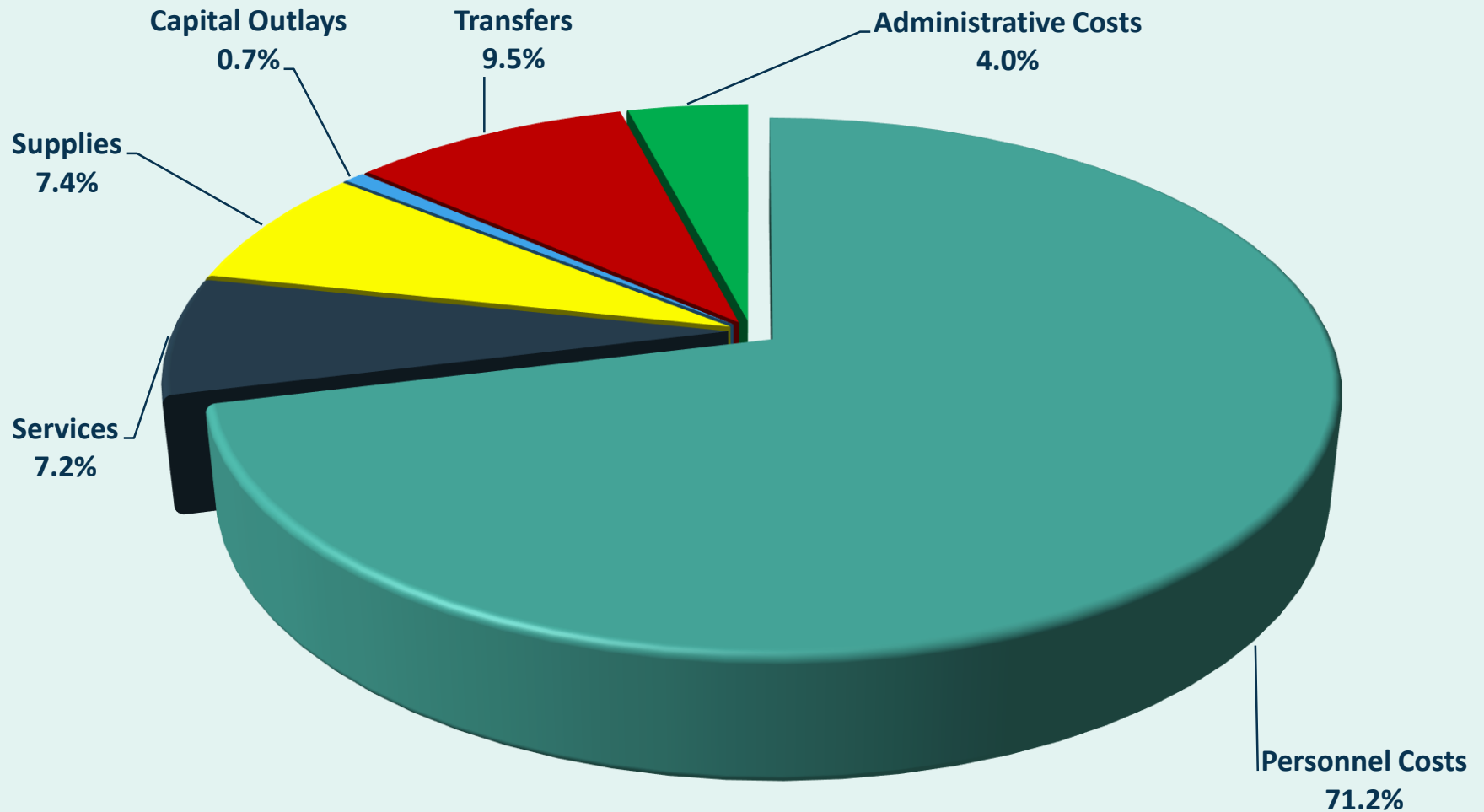
Fire Fund Expenditures



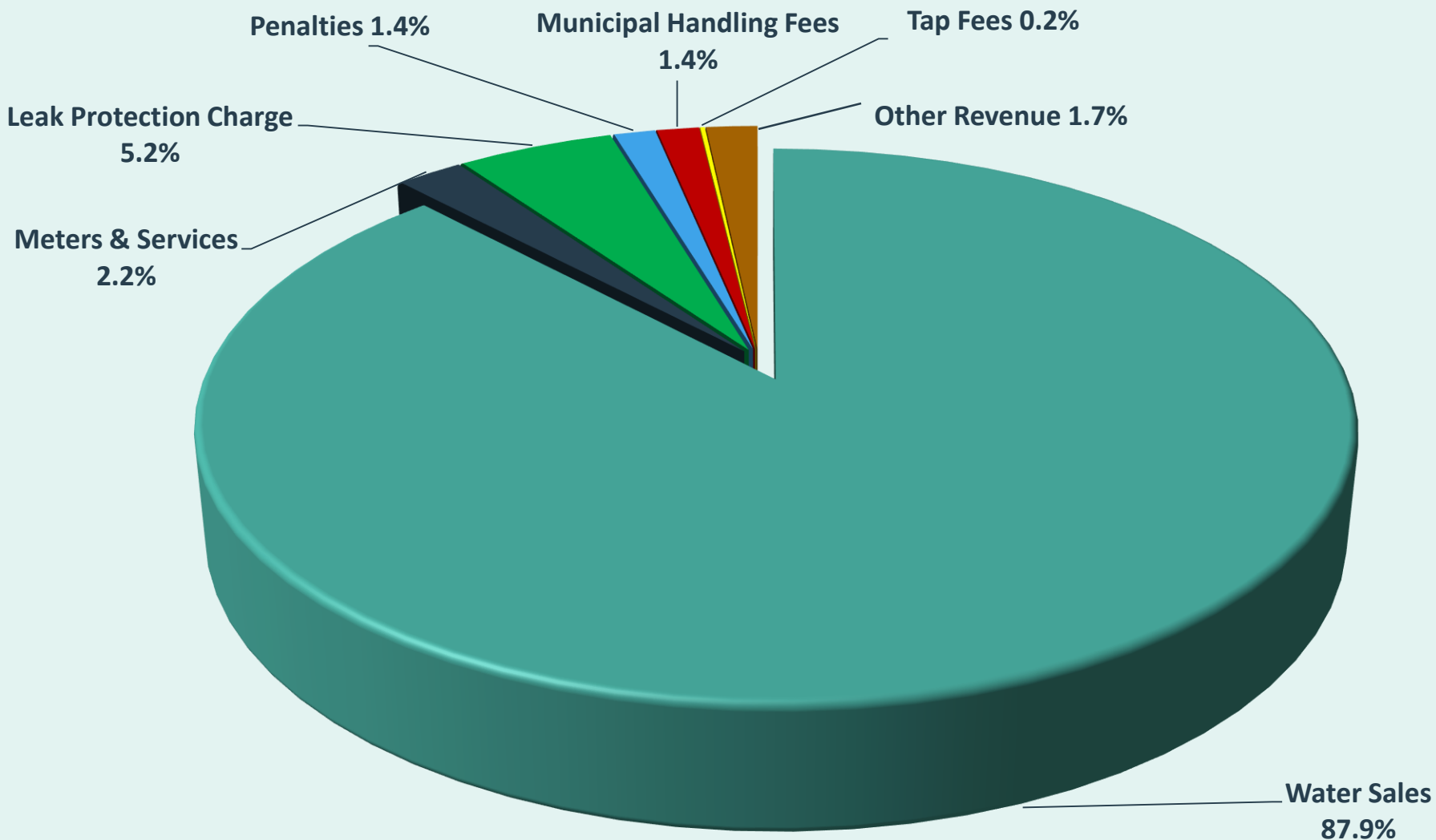
EMS Fund Revenues



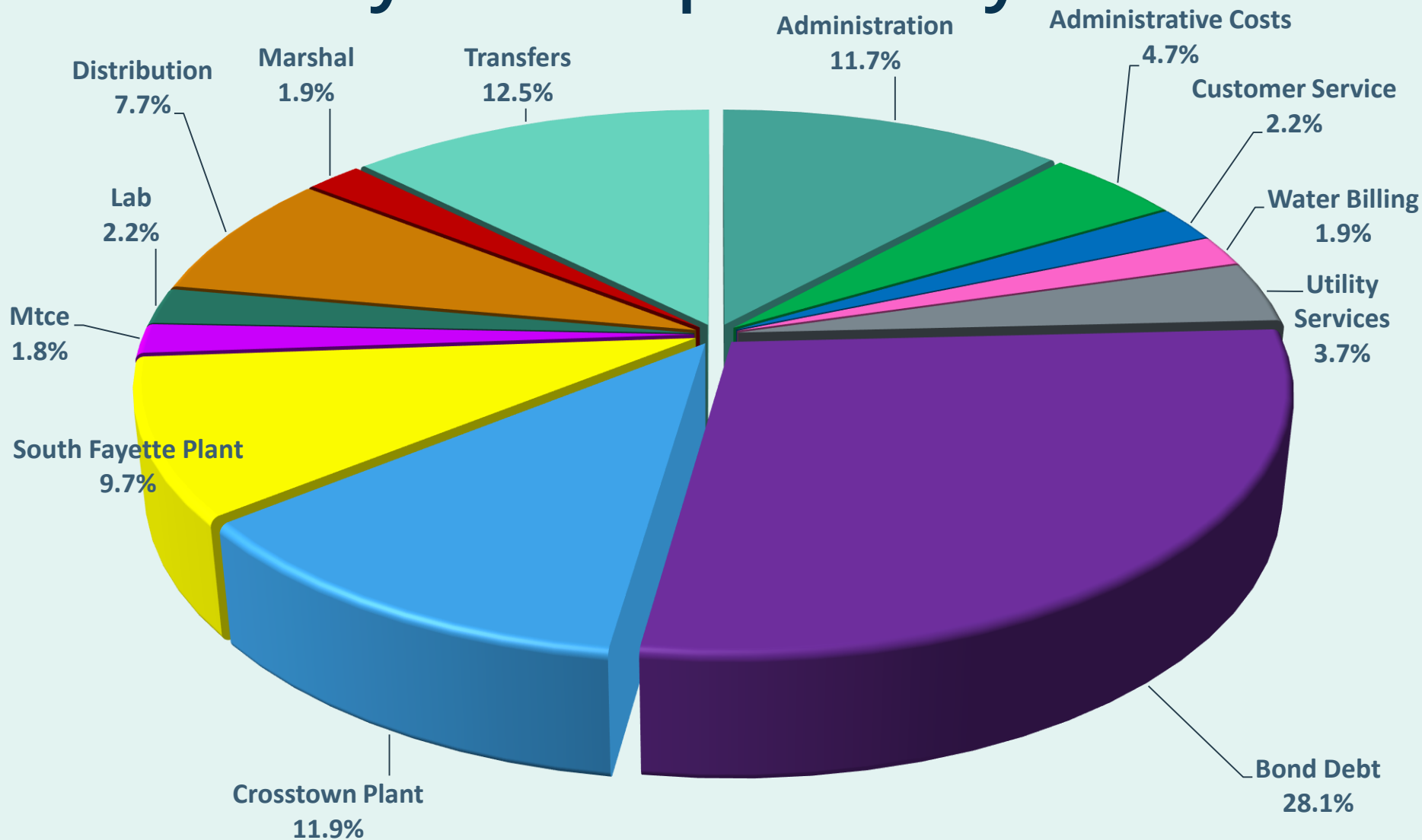
EMS Fund Expenditures



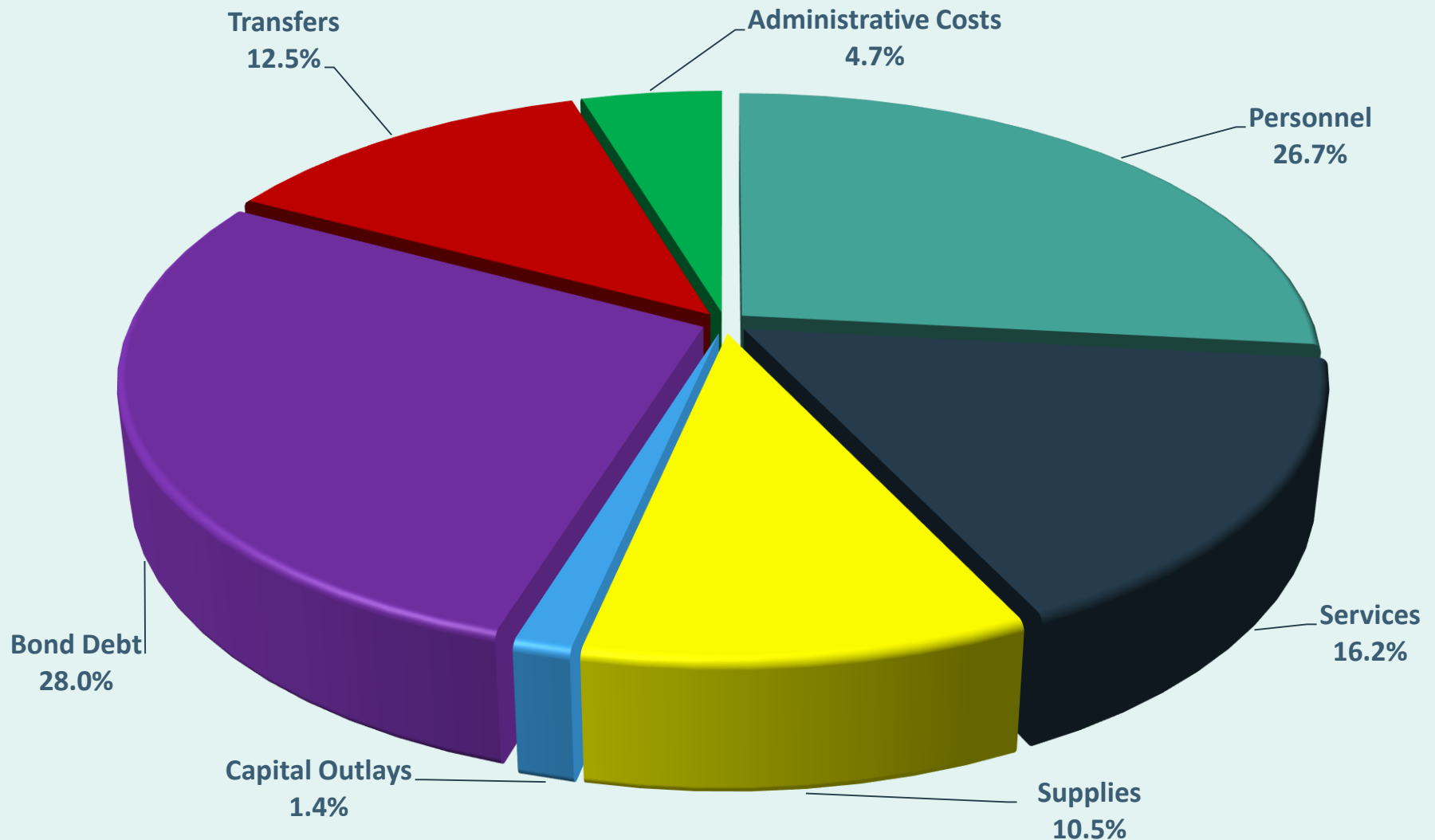
Water System Fund Revenues



Water System Expenses By Function



Water System Expenses By Type



Fayette County, Georgia

FY2021 Proposed Personnel Changes

Personnel Changes – Full Time

Funding is included for 766.999 County Wide

- 753 full-time
- 32 part-time positions equivalent to 13.999 FTEs

FTE count is up 0.065%, 0.5 net, from 2020

- 2.0 FTE New positions
 - Finance 1.0 Enterprise Network Admin
 - Water System 1.0 Engineering Technician
- (2.625) FTE Reductions
 - Finance (1.0) Financial Analyst
 - Finance (0.625) PT Sr. Accounting Tech
 - IT (1.0) GIS Technician*

* Position abolished to outsource and augment GIS systems analysis and architecture design services

Personnel Changes

Fire Operations Span of Control Enhancement

- **FTE Count – No Change from FY2020**
 - 3.0 FTE New Positions
 - Fire 3.0 Captain
 - (3.0) FTE Reductions
 - Fire (3.0) Fire Fighter / EMT
- **Promotional Ripple Impact Implementing Captain Program**
 - Fire Services (4 positions)
 - (2) Lt. to Captain
 - (2) AEMT to FAO
 - EMS (4 positions)
 - Lt. to Captain
 - (2) FAO to Lt.
 - Paramedic to Lt.

Personnel Changes

Part Time & Reclassifications

- **1.125 FTE Part-time to Full-time positions**

- Environmental Mgmt .375 GIS Tech
- Probate Court .375 Deputy Clerk
- Elections .375 Elections Clerk

- **Personnel Job Reclassifications (Position Promotions):**

- Administration – Deputy County Clerk to Chief Deputy County Clerk
- Road Dept. – Asst. Road Director - UGA Grade Increase

Personnel Changes - Reclassifications

- **Personnel Job Reclassifications (Certification Promotions):**

- Building Safety (4)
 - Inspector II to Inspector III
 - Inspector I to Inspector II
 - (2) Permit Technician Certification
- Sheriff (35)
 - (19) move to VIPER Team (5% Incentive Pay)
 - (16) move to SWAT Team (5% Incentive Pay)
- Water System (7)
 - (4) Plant Operator III to Plant Operator II
 - Plant Operator II to Plant Operator I
 - (2) Maintenance Worker to Sr. Maintenance Worker
- Drug Court (2)
 - (2) Salary Increases (Grant Mandated)

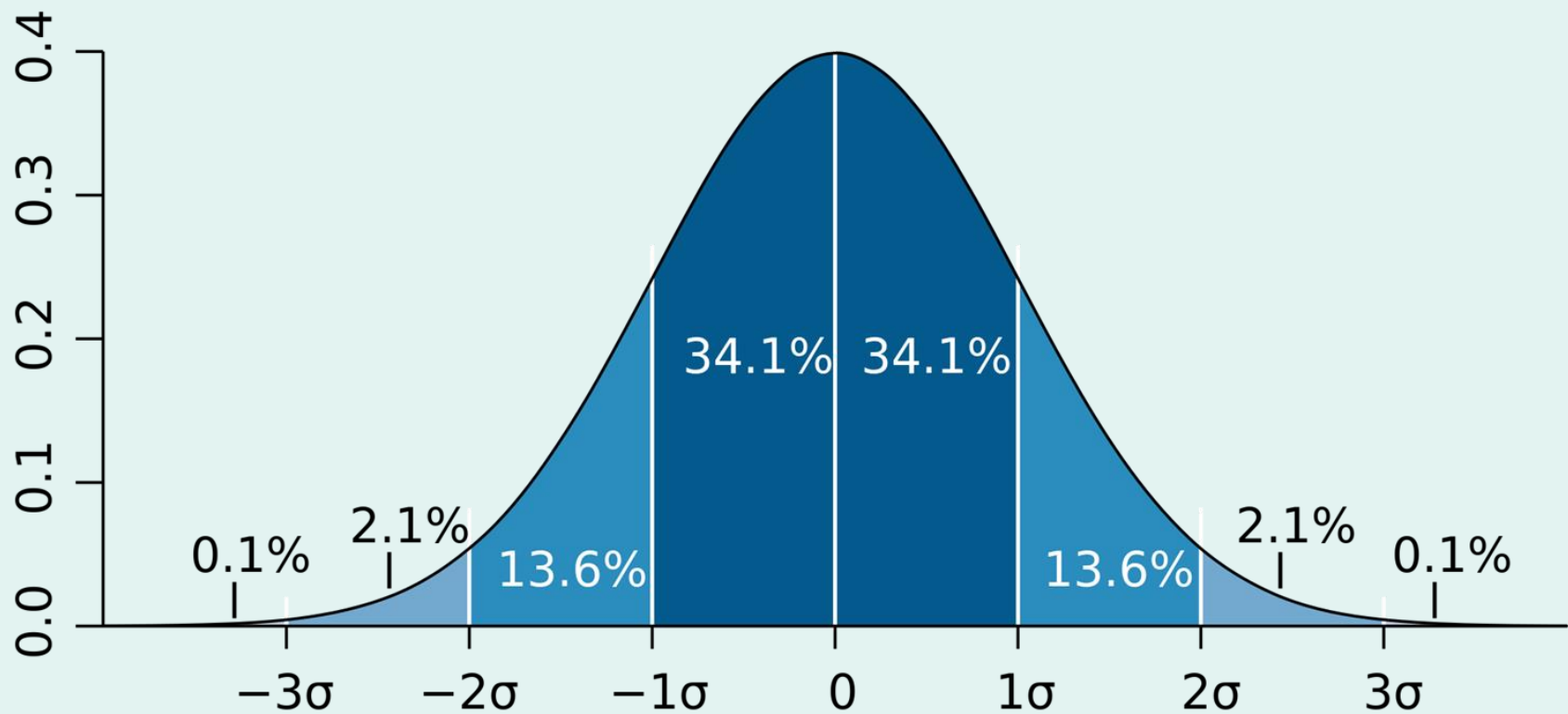
Fayette County, Georgia

Proposed Forced Merit

Proposed Forced Merit Performance Pay Distribution

- Merit distribution is allocated based upon performance and performance evaluations and uses the same approach for the merit adjustment as used in the past, following our Personnel Policies 408.13 (Performance Pay) and 412.01 (Performance Appraisal), for a distribution of funds for performance pay.
- Ideally, performance pay should be distributed using a normal distribution methodology that, when graphed, resembles a traditional Bell Curve. The Bell Curve methodology works best with large data sets; thus for large county departments, this is a relatively straightforward process but is easier said than done for small departments.
- The alternative approach is to use a forced ranking system of a Bell Curve as a management tool to allocate merit pay.
- Based upon the department employee population, breakpoints within the curve are determined and applied to ascertain employee performance pay.
- Staff proposes utilizing a Forced Bell Curve 15-35-35-15

Forced Ranking System Bell Curve 15-35-35-15



Proposed Performance Pay Distribution

- Departments with more than 20 employees use the forced ranking system approach. Using this approach a department with 20 employees would have 3 Top-Performers; 7 Above Average Performers; 7 Below Average Performers; 3 Non-Performers.
- Smaller departments use a combination of employee performance evaluations and the forced ranking system.
- The county has 40 Departments. Of these 40, 11 have more than 20 FTEs.
- Mathematically the weighted percentage required to implement a forced ranking merit based system would be 1.875% of total county payroll of eligible employees. The majority of employees would fall into average performers of 1.25%-2.50% with top performers receiving a 3.75% increase.

Proposed Performance Pay Distribution Guidelines and Process

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Who is eligible?

- All regular full-time and part-time employees who are in good standing, not subject to a Performance Improvement Plan, and are employed as of 12/31/2019.
- Full-time and part-time employees who are at the maximum step with their respective grade, are in good standing, not subject to a Performance Improvement Plan, and are employed as of 12/31/2019 will receive a one-time performance payment in lieu of merit.

Ineligible Employees:

- Employees who are currently subject to a Performance Improvement Plan; elected officials, board members, seasonal or temporary workers (including temporary election clerks and poll workers); Employees in grant funded positions; Employees in positions funded through the Griffin Judicial Circuit or District Attorney.
- Employees who are no longer employed at time of distribution.

Proposed Performance Pay Distribution

3.75% forced bell curve – effective 1.875%

Dollar Impact	
Fund	Impact
General Fund	524,286
State Court DUI	1,432
Emergency 911	33,618
Drug Abuse & Treatment	3,293
Fire Services	131,903
EMS	36,525
Water System/Marshal	68,833
Solid Waste	850
Total	\$800,740

Fayette County, Georgia

FY2021 Maintenance & Operations

Maintenance & Operations

Significant Operational Budget Considerations

- **LMIG20** – \$1.2M State Road Resurfacing Allocation
- **Inmate Medical** – Contract Cost \$917k; Specialty Care \$83k
- **Recreation** – Conduct Self-Directed Recreation Programs \$220k
 - Payments to PTC \$150k, FCBOE \$60k; Tyrone \$18k
 - Hot Air Balloon Festival \$100k
- **ARC** - \$133k membership fees – ARC provides \$493k towards senior services
- **GIS Services** – \$120k to outsource and augment GIS systems analysis and architecture design services
- **Sheriff's Office** – Flock Camera System \$100k

Maintenance & Operations

Significant Operational Budget Considerations

- **Transfers**

- **Post Landfill Closure Expenses** - Includes \$160k transfer from General Fund to Solid Waste to true up the fund balance
- **Jail Surcharge** – Includes \$60k transfer from General Fund to Jail Surcharge
- **Vehicle/Heavy Equipment Replacement** – Continued funding into the VE (Vehicle Equipment) Fund to ensure future funding is available to replace vehicle and equipment.

- Existing VE Net Position \$10,120,513.

	FY2020	FY2021
General Fund	\$725,000	\$725,000
Vehicle	\$525,000	\$525,000
Equipment	\$200,000	\$200,000
Fire Fund	\$500,000	\$650,000
EMS Fund	\$250,000	\$350,000
Total Funding	\$1,475,000	\$1,725,000

Maintenance & Operations

Significant Operational Budget Considerations

- **Fire Services / EMS**

- Firefighter Cancer Insurance Premiums \$25k
- Paramedic Training \$44k
- Bunker Gear Purchase \$62k
- Medical Advisor Services \$18k

- **911**

- Motorola Radio Agreement \$368k
- Carbyne Project \$192k for continued implementation
- Megalink Landline Agreement \$165k

Maintenance & Operations

Significant Operational Budget Considerations

- **Water System**

- Lagoon Dredging - South Fayette \$388k; Crosstown \$200k
- USGS Compliance \$192k - Provide funding for continued water monitoring of critical points of entry and exit in Fayette County
- Maintenance - Clear Well Maintenance \$150k; Tank Maintenance \$75k
- Meters - Repairs of Meters/Line \$200k; Meter Installs 6" & 8" \$120k
- Engineer of Record \$200k
- Leak Protection Expenses \$225k

Maintenance & Operations

Significant Operational Budget Considerations

- **Outside Agency budgets**
 - **Public Defender** – \$489k; No change FY2020 Allocation
 - **Senior Services** – \$368k; No change FY2020 Allocation; allocated \$12.5k from utilities to program services
 - **Department of Public Health** – \$284k; No Change FY2020 – allocation includes \$275k contribution; including proposed \$200k proposed building program debt service
 - **Mental Health Services** – \$203k; No change FY2020 Allocation
 - **FCDA** – \$238k; No change FY2020 Allocation; \$225k Contribution based upon Population
 - **DFCS** – \$39k; No change FY2020 Allocation
 - **Coop Ext** – \$142k; No change FY2020 Allocation

Fayette County, Georgia

Capital Improvement Plan
Capital Expenditures
Vehicles / Equipment

Capital Improvement Program As Proposed

<u>Project Description</u>	<u>FY 2021</u>	<u>2022-2025 Total</u>	<u>Project Total</u>
Pole Barn	26,285	-	26,285
Reupholster benches @ Justice Center	30,000	-	30,000
Storage Building	42,870	-	42,870
Total - Bldg. & Grounds	99,155	-	99,155
SAGES - Permit Technician Dashboards	48,000	-	48,000
Total - Building Safety	48,000	-	48,000
Computer Hardware Upgrade	40,845	-	40,845
Total Clerk of Courts	40,845	-	40,845
Broadcasting Upgrade	22,500	-	22,500
Total Commissioners	22,500	-	22,500
Renovation of Vacated Station #4	150,000	-	150,000
Total Elections	150,000	-	150,000
Finance Office Renovation	8,700	-	8,700
Total - Finance	8,700	-	8,700
ExecuTime Time & Attendance	220,000	-	220,000
Total Human Resources	220,000	-	220,000
FY2020 Systemwide Consolidate/Redesign	175,000	700,000	875,000
Total - Info Systems	175,000	700,000	875,000

Capital Improvement Program As Proposed

<u>Project Description</u>	<u>FY 2021</u>	<u>2022-2025 Total</u>	<u>Project Total</u>
Exterior Painting of Public Works Building	42,000	-	42,000
Total Public Works	42,000	-	42,000
Kiwanis Park Restroom Facility	-	120,000	120,000
McCurry Pk Soccer Field Lighting Refurbishment	-	150,000	150,000
McCurry Pk - Multi-purpose fields light installation	-	300,000	300,000
McCurry Park Softball Walkway Repair	76,500	-	76,500
Total - Recreation	76,500	570,000	646,500
County Wide Non-2017 SPLOST Pipe Replacements	125,000	1,000,000	1,125,000
Country Lake Estates Subdivision Rehab	874,434	-	874,434
Clearing of ROW on Padgett Road	-	114,364	114,364
Road Department Warehouse, Sign Shop and Crew Offices	-	600,000	600,000
Total - Road Department	999,434	1,714,364	2,713,798
Links Master Plan/Phase 1 (<i>Sheriff's Training Center</i>)	750,000	-	750,000
FY2020 HVAC Equipment Replacement Program	392,306	-	392,306
FY2020 Taser Replacement Program	64,325	64,325	128,650
Crime Scene 360 Documentation	16,346	-	16,346
Crossmatch Electronic Fingerprinting	27,907	-	27,907
Firearms Training Simulator	-	180,231	180,231
Total - Sheriff's Office	1,250,884	244,556	1,495,440

Capital Improvement Program As Proposed

<u>Project Description</u>	<u>FY 2021</u>	<u>2022-2025</u> <u>Total</u>	<u>Project Total</u>
911 Phone System		250,000	250,000
Upgrade Spillman	-	1,000,000	1,000,000
Total - 911 Communications	-	1,250,000	1,250,000

Links Training Facility Site/Clearing/Grading/Utilities/Cistern	600,000		600,000
Links Training Facility LP Tank Simulator/Vehicle Fire Simulator	-	60,480	60,480
Links Training Facility Auto Extrication Area	-	31,185	31,185
Links Training Facility Fire Training Tower/Burn Building	-	1,635,500	1,635,500
Links Training Facility Driver Training Area (Cone Course)	-	315,000	315,000
Station 1 Parking Lot Resurfacing	18,827	-	18,827
Station 10 Cabinet/Countertop replacement	26,000	-	26,000
Fire Hose - Replacement of 4" to 5"	-	20,000	20,000
Total - Fire Services	644,827	2,062,165	2,706,992

Power LOAD Systems	53,200	-	53,200
Cardiac Monitors		234,000	234,000
Total EMS	53,200	234,000	287,200

Capital Improvement Program As Proposed

<u>Project Description</u>	<u>FY 2021</u>	<u>2022-2025 Total</u>	<u>Project Total</u>
SCADA		800,000	800,000
North Waterline Enhancement Project	-	400,000	400,000
Solids Handling - Crosstown (Trac Vac)	905,500	-	905,500
Solids Handling - Crosstown (Sludge Thickener)	-	2,950,000	2,950,000
Sodium Hypochlorite South Fayette	-	950,000	950,000
Waterline Extensions	-	1,200,000	1,200,000
Pump Refurbishment Program	81,250	-	81,250
Solids Handling (Dewatering) - South Fayette	451,500	-	451,500
Sodium Hypochlorite Crosstown	525,000	1,095,000	1,620,000
Total Water System	1,963,250	7,395,000	9,358,250

Funding Sources:

General Fund	\$ 3,133,018	\$ 3,228,920	\$ 6,361,938
911 Communications Fund	-	1,250,000	1,250,000
Fire Services Fund	644,827	2,062,165	2,706,992
Emergency Medical Services Fund	53,200	234,000	287,200
Water System Fund	1,963,250	7,395,000	9,358,250
Total Approved	\$ 5,794,295	\$ 14,170,085	\$ 19,964,380

Fund Type:

Governmental Funds	\$ 3,831,045	\$ 6,775,085	\$ 10,606,130
Enterprise Funds	\$ 1,963,250	7,395,000	\$ 9,358,250
Total Approved	\$ 5,794,295	\$ 14,170,085	\$ 19,964,380

FY2021 Budget - Vehicles

Department	Replacing Asset number	Vehicle to be Replaced	Replacement/New Vehicles	Total Recommended
911	New	N/A	2020 Ford Expedition	\$ 38,425
			Total 911	\$ 38,425
Animal Control	11561	2004 Chevrolet Silverado	2020 Ford F-250	\$ 31,282
			Total Animal Control	\$ 31,282
Building & Grounds	New	N/A	2020 Ford Explorer	\$ 28,395
Building & Grounds	11015	2002 Chevrolet Tahoe	2020 Ford Explorer	\$ 28,395
			Total Building & Grounds	\$ 56,790
EMS	24605	2009 Chevrolet C4500 Ambulance	Ambulance	\$ 215,960
EMS	26864	2015 Chevrolet C3500 Ambulance	Ambulance	\$ 215,960
			Total EMS	\$ 431,920
Fire	26030/18760	Jon Boat, 14'/Trailer, Boat	Rescue Boat (with Trailer)	\$ 15,000
Fire	10847	1998 Tennessee 14'	Fire Pumper	\$ 529,825
Fire	10846	2000 Freightliner Pumper	Fire Tanker	\$ 324,325
		2000 Freightliner Tanker		
			Total Fire	\$ 869,150
Recreation	11639	2002 Chevrolet Van	2020 Coach Shuttle Bus	\$ 65,000
			Total Recreation	\$ 65,000

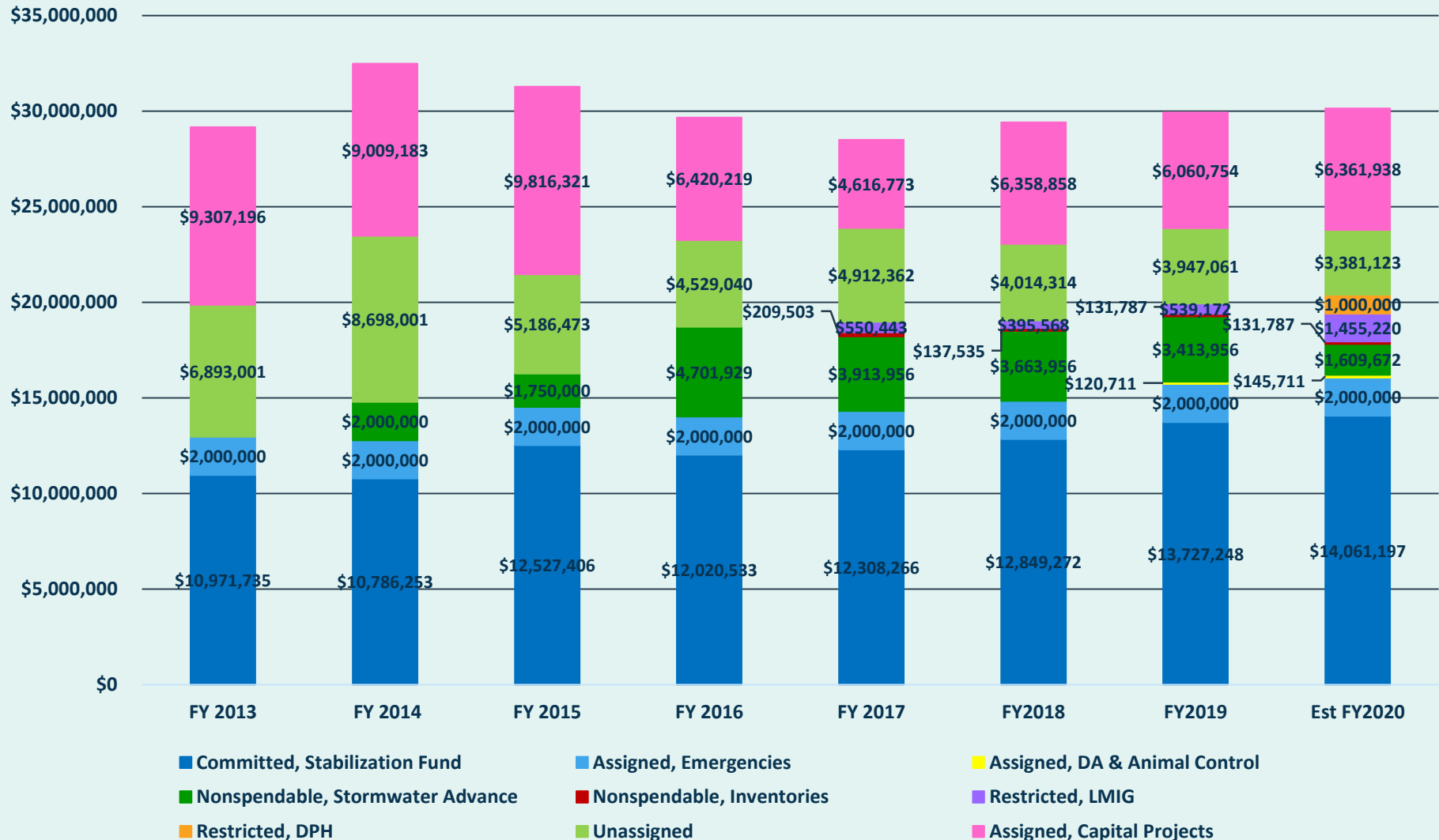
FY2021 Budget - Vehicles

Department	Replacing Asset number	Vehicle to be Replaced	Replacement/New Vehicles	Total Recommended
Sheriff Jail	26925	2016 Ford Explorer	2021 Chevrolet Tahoe	\$ 60,636
Sheriff Jail	26927	2016 Ford Explorer	2021 Chevrolet Tahoe	\$ 60,636
Sheriff Jail	26054	2014 Dodge Charger	2021 Chevrolet Tahoe	\$ 60,636
Sheriff Jail	10921	2000 Ford Crown Victoria	2021 Chevrolet Tahoe	\$ 60,636
Sheriff Field Ops	25721	2013 Chevrolet Tahoe	2021 Chevrolet Tahoe Pursuit	\$ 60,636
Sheriff Field Ops	26303	2014 Dodge Charger	2021 Chevrolet Tahoe Pursuit	\$ 60,636
Sheriff Field Ops	26051	2014 Dodge Charger	2021 Chevrolet Tahoe Pursuit	\$ 60,636
Sheriff Field Ops	25715	2013 Dodge Charger	2021 Chevrolet Tahoe Pursuit	\$ 60,636
Sheriff Field Ops	26053	2014 Dodge Charger	2021 Chevrolet Tahoe Pursuit	\$ 60,636
Sheriff Field Ops	25714	2013 Dodge Charger	2021 Chevrolet Tahoe Pursuit	\$ 60,636
Sheriff Field Ops	25720	2013 Dodge Charger	2021 Chevrolet Tahoe Pursuit	\$ 60,636
			Total Sheriff	\$ 666,993
Distribution	New	N/A	F550 Stake Bed Truck with dump body	\$ 75,000
Distribution	New	N/A	20' Skid Steer Trailer	\$ 7,000
			Total Water System	\$ 82,000
			FY2021 Vehicle Request Total	\$ 2,241,560

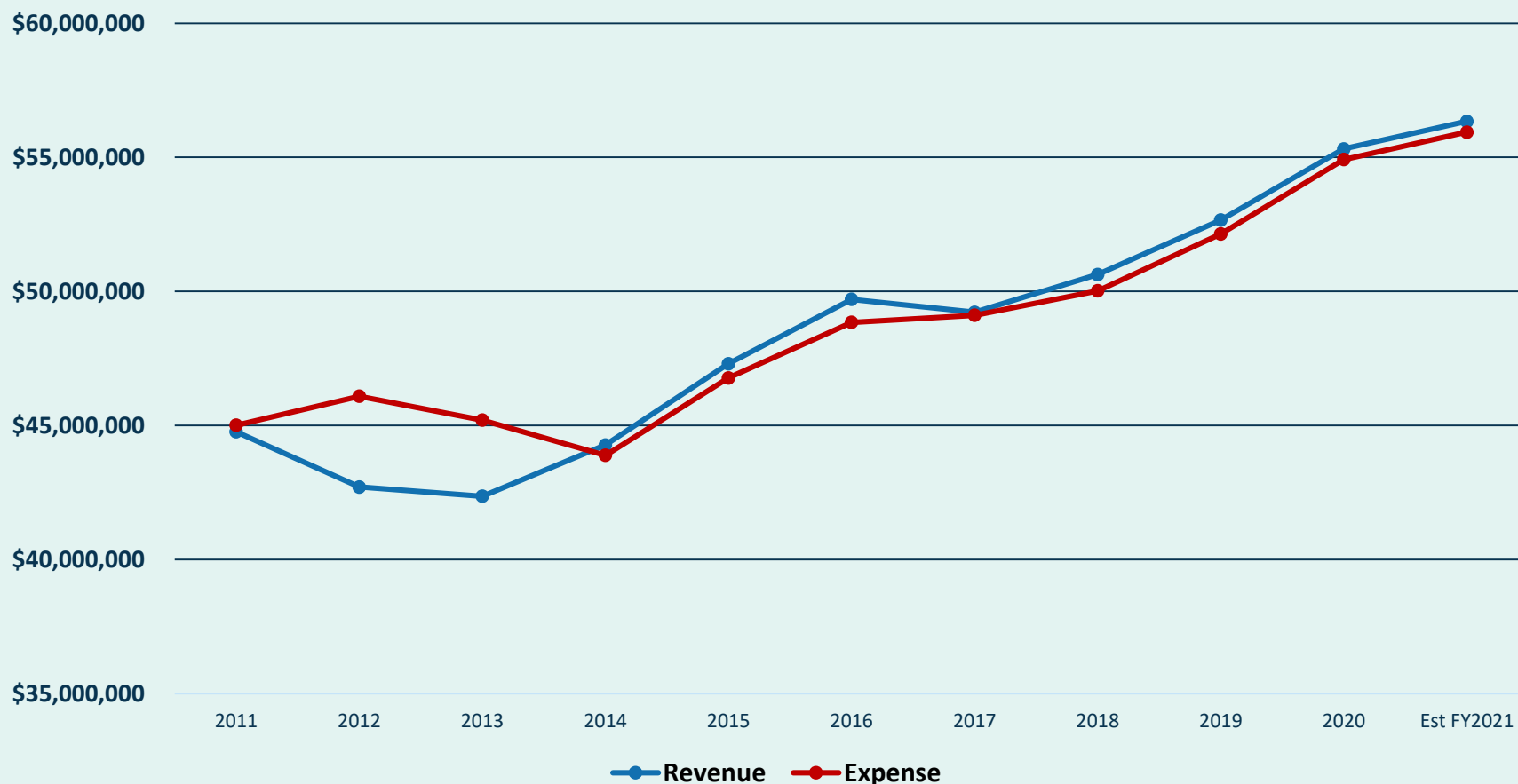
FY2021 Budget – Heavy Equipment

Department	Replacing Asset number	Equipment to be Replaced	Replacement/New Equipment	Total Recommended
Building & Grounds	24646	60" Hustler Mower	Scag TURF TIGER II 61" Cut Mower	\$ 10,806
Building & Grounds	24647	60" Hustler Mower	Scag TURF TIGER II 61" Cut Mower	\$ 10,806
			Total Building & Grounds	\$ 21,612
Road	New	N/A	John Deere 6110M Open Operator Tractor	\$ 75,842
Road	New	N/A	John Deere R10 Flex wing Rotary Cutter	\$ 18,099
Road	New	N/A	Etnyre R35TL-PS Paver Special Trailer	\$ 74,500
			Total Road Department	\$ 168,441
Water System	New	N/A	Vacuum Excavator	\$ 80,000
			Total Water System	\$ 80,000
			FY2021 Equipment Request Total	\$ 270,053
			FY2021 Equipment Total Governmental	\$ 190,053
			FY2021 Equipment Total Enterprise	\$ 80,000
			FY2021 Vehicle Total Governmental	\$ 2,159,560
			FY2021 Vehicle Total Enterprise	\$ 82,000
			Total Vehicle and Equipment	\$ 2,511,613

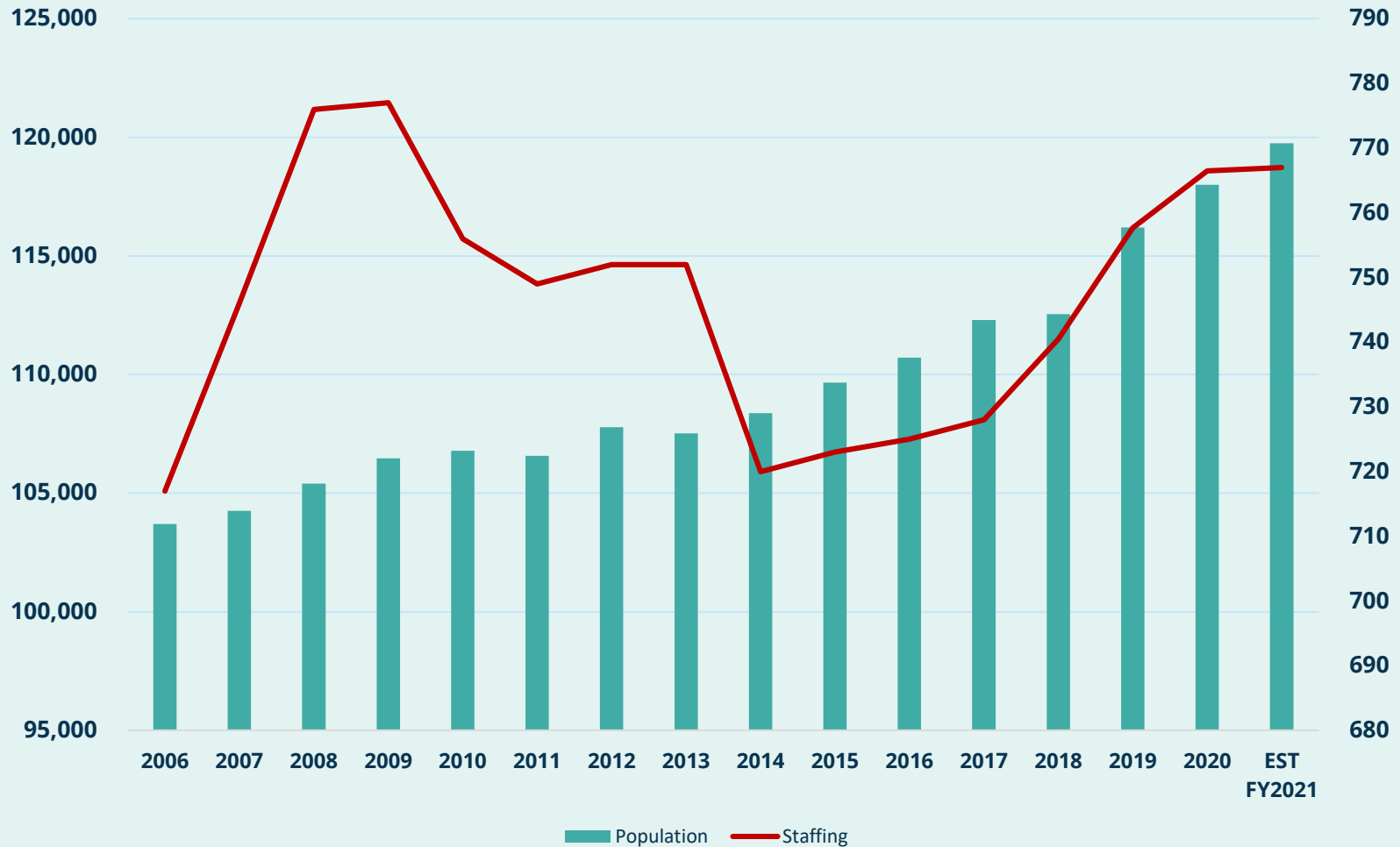
General Fund Fund Balance Trends – Last 7 FY



General Fund Original Adopted Budget



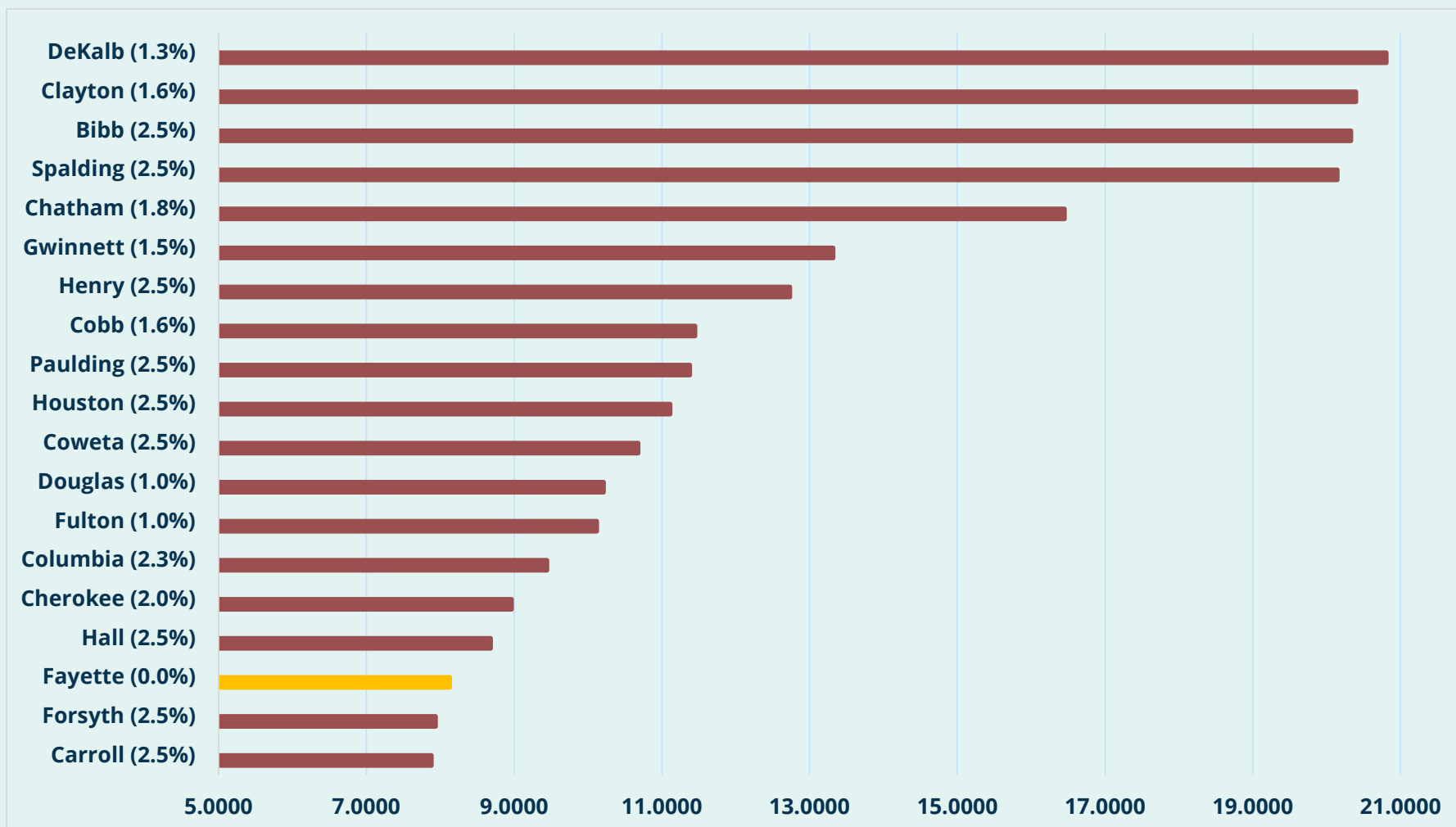
Population and Staffing



Millage Rate History Since 2014

Year	2014	2015	2016	2017	2018	2019
Board of Education / Bond	21.450	21.350	21.100	20.850	20.850	20.521
Brooks Millage	0.899	0.840	0.799	0.723	0.680	0.627
Fayetteville Millage	3.874	3.874	3.874	3.874	5.646	5.646
Peachtree City Millage / Bond	7.088	7.070	7.065	6.505	6.408	6.232
Tyrone Millage	2.889	2.889	2.889	2.889	2.889	2.889
Unincorporated County	5.602	5.171	4.917	4.509	4.392	4.392

Millage Rates for Local Counties



FY2020 Budget Highlights

Significant operational budget considerations:

- No property tax increase while maintaining outstanding customer service.
- General Fund impact from maintenance & operations is positive.
- Proposed Budget increases General Fund Balance \$405,133
- Includes funding Rolling 5 Year Capital Improvement Program of \$6,361,938
- Changes in Personnel levels protect the existing outstanding service delivery to our Citizens.
- Budget continues to maintain the commitment to balance current year revenues with current year expenses.
- Maintains Employee Benefits – Medical/Dental/Vision & Retirement
- County-Wide departmental cooperation continues to yield positive results.

Future Public Hearings

- First Public Hearing
 - Thursday, June 11, 2020 at 6:30 p.m.

- Second Public Hearing – Budget Adoption
 - Thursday, June 25, 2020 at 6:30 p.m.

COUNTY AGENDA REQUEST

Page 58 of 129

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval to renew an agreement between Fayette County and Georgia Emergency Management-Homeland Security as outlined in the Statewide Mutual Aid and Assistance Agreement.

Background/History/Details:

The State of Georgia is vulnerable to a wide range of natural or man-made disaster/emergencies. The Georgia Emergency Management Act, as amended gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance. Under the Act the Agency has authority to coordinate assistance between local governments during emergencies and to provide available resources where needed. The Board of Commissioners approved the original agreement in 2007 and the latest one in 2016. This agreement is an update for a four-year period.

What action are you seeking from the Board of Commissioners?

Approval to renew an agreement between Fayette County and Georgia Emergency Management-Homeland Security as outlined in the Statewide Mutual Aid and Assistance Agreement.

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:

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: FAYETTE COUNTY

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2024. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Chairman - Signature

RANDY C. OGNIO

Chairman – Print Name

County/Municipality: **FAYETTE**

Date: **06** / **11** / **2020**

GEMA/HS Director – Signature

GEMA/HS Director – Print Name

Date: _____ / _____ / _____

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the “Authorized Representative(s)” for FAYETTE (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

MICHAEL SINGLETON

EMERGENCY MANAGEMENT DIRECTOR

Print Name

Job Title/Position

Signature of Above Individual

DAVID SCARBROUGH

FIRE CHIEF

Print Name

Job Title/Position

Signature of Above Individual

JEFFREY HILL

DEPUTY FIRE CHIEF

Print Name

Job Title/Position

Signature of Above Individual

Date: 06 / 11 / 2020

Chairman - Signature

RANDY C. OGNIO

Chairman – Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the “designated fiscal officer(s)” for **FAYETTE**
 (county/municipality) for the purpose of reimbursement sought for mutual aid:

STEVE A. RAPSON

COUNTY ADMINISTRATOR

 Print Name

 Job Title/Position

 Signature of Above Individual

SHERYL WEINMANN

CHIEF FINANCE OFFICER

 Print Name

 Job Title/Position

 Signature of Above Individual

LEE ANN BARTLETT

ASSISTANT CHIEF FINANCE OFFICER

 Print Name

 Job Title/Position

 Signature of Above Individual

 Chairman - Signature

Date: **06** / **11** / **2020**

 Chairman – Print Name

COUNTY AGENDA REQUEST

Page 67 of 129

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval to send outdated Vehicle Extrication Equipment and Thermal Imaging Cameras to surplus for auction.

Background/History/Details:

The department has replaced the following equipment and request they be surplussed for auction:

1. Nine (9) thermal imaging cameras with chargers and spare batteries
2. Eighteen (18) hydraulic extrication equipment and tools
3. Three (3) older generators
4. Miscellaneous equipment

What action are you seeking from the Board of Commissioners?

Approval to send outdated and replaced equipment to surplus for auction.

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:

Fayette County Fixed Asset Change Form

Originating Department Fire/EMS

Date 5/27/2020

Page 69 129

Qty	Description	Manufacturer	Model	Serial / VIN	Inventory Tag #	Code Acquisition Or Disposal	Current Unit Value Over \$1000? (Y/N)	ES (Prep for Disposition only)	B&G Disposition Code
1	Hydraulic Frame Kit	Supreme	Unk	None	None	DS	N		
2	10' section of hard suction hose	Unk	None	None	None	DS	N		
1	Hose Clamp	Hebert	Unk	None	None	DS	N		
1	Pole Tent Assbly	Unk	Unk	None	None	DS	N		

Acquisition Codes:

AP – Purchase
AD – Donation
AC – Confiscated
AO – Other acquisition *

Disposition Codes:

DS – To surplus for auction, sale or trade
DD – To B&GM for disposal: recycle, landfill or other
DT – Transfer to _____
DO – Other disposition *

B&G Disposition Codes:

BS – Stored for auction or sale
BD - Discarded
BO – Other disposition *

*Comments _____ All items stored in the 40' road trailer at the bfire training facility 100 Volunteer Way. _____

Department Signature

[Signature]

WORK ORDER #	DATE STORED	LOCATION STORED

Fayette County Fixed Asset Change Form

Originating Department Fire

Page 70 129

Date 04/09/2020

Qty	Description	Manufacturer	Model	Serial / VIN	Inventory Tag #	Code: Acquisition Or Disposal	Current Unit Value Over \$1000? (Y / N)	I.S. (Prep for Disposition only)	B&G Disposition Code
1	Electric Power Hurst Unit	Hurst	120/220 volt Electric	59690		DS	Y		
1	Gas Power Hurst Unit	Hurst		050612FA63624		DS	N		
1	Hydraulic Spreaders	Hurst	T-32	N13125		DS	N		
1	Hydraulic Cutter	Hurst	Hurst/MOC-II	16384		DS	N		

Acquisition Codes:

AP – Purchase
AD – Donation
AC – Confiscated
AO – Other acquisition*

Disposition Codes:

** DS – To surplus for auction, sale or trade
DD – To B&GM for disposal: recycle, landfill or other
DT – Transfer to _____
DO – Other disposition*

B&G Disposition Codes:

BS – Stored for auction or sale
BD - Discarded
BO – Other disposition*

*If the item is to be sold, you must complete and attach the Supplemental Information Form for sale of assets.

Comments _____

Department Signature

WORK ORDER #	DATE STORED	LOCATION STORED

Fixed Asset Change Form

Additional Page

Qty	Description	Manufacturer / Model	Serial / VIN	Inventory Tag #	Code: Acquisition Or Disposal	Current Unit Value Over \$1,000.00? (Y / N)	I.S. (Prep for Disposition only)	B&G Disposition Code
1	Hydraulic Ram	Hurst 20a	83668		DS	N		
1	Hydraulic Ram	Hurst/T59	16428		DS	N		
1	Hydraulic Ram	Hurst 60a	45333		DS	N		
1	Hydraulic Ram	Hurst 30a	68444		DS	N		
1	Hydraulic Ram	Hurst 30a	86162		DS	N		
1	Hydraulic Spreader	Hurst/JL27	46568B		DS	N		
1	Hydraulic Cutter	Hurst	112783		DS	N		
1	Gas Powered Hydraulic Unit	Hurst/363R217-1	00119351		DS	N		
1	Gas Powered Hydraulic Unit	Hurst/ML-2H-AV	00115019		DS	N		
1	Gas Powered Hydraulic Unit	Hurst/Trimo	58148		DS	N		
1	Hydraulic Combi Tool	Hurst	58525B		DS	N		
3	12V Electric rewind hydraulic Hose Reels	Hurst-Hannay			DS	N		
1	Hydraulic hoses	Hurst			DS	N		
1	SCBA Fill Station	EagleAir/SSX2PC4R	63910401		DS	N		
1	3 Bank Cascade System					N		

**Fayette County
Fixed Asset Change Form**

Page 1 of 129

Originating Department Fire/EMS
Date 05/19/2002

Qty	Description	Manufacturer	Model	Serial / VIN	Inventory Tag #	Code Acquisition Or Disposal	Current Unit Value Over \$1000? (Y / N)	LS (Prep for Disposition only)	B&G Disposition Code
1	Thermal Camera	MSA	Evolution 5200	AO-0315-D05	-	DS	N		
1	Thermal Camera	MSA	Evolution 5200	AO-0316-D05	-	DS	N		
1	Thermal Camera	MSA	Evolution 5200	A6-3953-G06	-	DS	N		
1	Thermal Camera	MSA	Evolution 5200	A6-3936-G06	-	DS	N		

Acquisition Codes:

AP – Purchase
AD – Donation
AC – Confiscated
AO – Other acquisition *

Disposition Codes:

– DS – To surplus for auction, sale or trade
DD – To B&G for disposal: recycle, landfill or other
DT – Transfer to _____
DO – Other disposition *

B&G Disposition Codes:

BS – Stored for auction or sale
BD - Discarded
BO – Other disposition *

*Comments Thermal Imaging Cameras - 9 total w/chargers and spare batteries

Department Signature

[Signature]

WORK ORDER #	DATE STORED	LOCATION STORED
	05/19/2020	Fire Station #2

[illegible]

BOARD OF COUNTY COMMISSIONERS

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

FAYETTE COUNTY, GEORGIA

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



140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

MINUTES
Special Called
May 28, 2020
5:00 p.m.

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

Call to Order

Chairman Randy Ognio called the May 28, 2020 Board of Commissioners meeting to order at 6:31 p.m. A quorum of the Board was present.

Pledge of Allegiance and Invocation

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

Acceptance of Agenda

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

BUDGET PRESENTATION:

- 1. County Administrator Steve Rapson and Chief Finance Officer Sheryl Weinmann will provide presentation regarding the proposed Fiscal Year 2021 Budget.**

Chief Finance Officer Sheryl Weinmann presented a PowerPoint presentation with an overview of the 2021 Budget

Economic Outlook

Ms. Weinmann provided the Board the latest statistics regarding employment and governmental practices. She stated that as a result of the current COVID-19 pandemic there was a decline in personal income and outlays. Nationwide, personal income decreased 2.0 % from February of 2020 to March of 2020 and personal consumption expenditures decreased 7.5% for the same period. Ms. Weinmann stated that local businesses closure due to the coronavirus outbreak led to an increase in the Fayette County unemployment rate from 2.4% in December of 2019 to 3.7% in March of 2020. Ms. Weinmann stated that competitive compensation package and recruitment/retention of qualified personnel were ranked highest in importance for state and local governments. Ms. Weinmann stated that State and local governments reported a 41% increase in retirements over last year and that governments reported a 27% teleworking increase as a response to COVID-19.

Budget Principles

Ms. Weinmann outlined several budget principles that were used when preparing the fiscal year 2021. Ms. Weinmann stated that revenues are conservatively projected based on an objective, analytical process of detailed trending. Ms. Weinmann stated that each revenue is reviewed line-by-line to determine how it reacted in the past in relation to environmental factors. Ms. Weinmann stated that one-time revenues were not used to fund current expenditures; thus avoiding pursuing short-term benefits at the risk of creating future funding issues. Ms. Weinmann stated that only current revenues would be used to pay current expenditures so there was not a "built-in increase" for ongoing expenditures. Ms. Weinmann stated that there was a budgetary link between capital and operating budgets to identify and determine if ongoing expenses could be funded through the operating budget before the project was placed into service.

Planning Guidelines

Ms. Weinmann stated that deficit budgeting was not used in preparing the fiscal year 2021 budget- meaning that the unassigned fund balance was not used to balance the budget. Ms. Weinmann stated that Fayette County continues its commitment of delivering outstanding customer service which included no property tax increases. Ms. Weinmann highlighted that cumulatively Fayette County taxpayers had saved over \$29.5M since 2013. Ms. Weinmann stated that the rolling 5-year Capital Improvement Program totals \$6,361,938 and is allocated within the General Fund Balance. Ms. Weinmann stated that the county would maintain employee benefits strengthening medical reserves which included: Medical/Dental/Vision Health Insurance

County Administrator Steve Rapson stated that when discussing balancing the budget with current revenues and current expenditures we have to review the current revenues limited to a no property tax increase; this means that only the growth piece is considered and not the reassessment piece. Mr. Rapson stated that although the digest grew roughly 5.3% this year, there was only a 2% increase in the budget. The remainder was rolled back along with the mileage being rolled back. Mr. Rapson stated that in breaking down the \$29.5M savings, if the 2013 mileage rates had remained intact and continued through current year, taxpayers would, in effect, have paid \$29.5M more. Mr. Rapson stated that this would have made it a lot easier to balance the budget however, it would have been a huge tax increase on the taxpayers. Mr. Rapson stated that in looking at the rolling 5-year Capital Improvement Program, which was to the best of his knowledge unique to Fayette County, this program would provide funding for the entire 5-year projection for the county's capital needs for all departments in the general fund sitting those funds aside.

Benefit Highlights

Ms. Weinmann stated that the County would continue to offer two (2) choices for Medical plan coverage these included the traditional Open Access Point of Service Plan (POS) serviced by the CIGNA LocalPlus Network and the High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) serviced by the CIGNA OAP Network of which the County would fund: \$750 for employee only plans; \$1,000 for employee/spouse or child(ren) plans; and \$1,250 for family plans.

Ms. Weinmann stated that this would be the first premium increase in 8 years for Fayette County. Ms. Weinmann provided a breakdown of how the increase would affect the different plans. Ms. Weinmann stated that the Open Access Point of Service Plan (POS) cost would increase 20% across the board. Ms. Weinmann stated that for the High Deductible Health Plan (HDHP) (HSA): cost increase would be \$5 for employee only plans which was a 20% increase, \$10 for employee + spouse plans which was an 11% increase, \$10 for employee + children plans which was a 15% increase, and \$15 for family plans which was a 12% increase. Ms. Weinmann stated that the deductible changed slightly for the Open Access Point of Service Plan (POS); individual plans changed from \$2,700 to \$3,000 and family plans changed from \$5,000 to \$6,000 per calendar year. For the High Deductible Health Plan (HDHP) (HSA), individual plans changed from \$2,700 to \$2,800 per calendar year but family plans had no change and would remain at \$5,000 per calendar year.

Mr. Rapson stated that from an employee perspective this was the first time in 8 years that the premiums had increased. Mr. Rapson stated that one of the benchmarks he used in comparing Fayette County to other counties in regards to premiums was what percentage the County was paying versus the employee, Mr. Rapson stated that in looking at neighboring counties the

employee portion is much higher. Mr. Rapson stated that for the Open Access Point of Service Plan (POS) the County pays between 79%-83% and for the High Deductible Health Plan (HDHP) (HSA) the County pays between 86%-91%. Mr. Rapson stated that part of the idea for the higher contribution towards the High Deductible Health Plan (HDHP) (HSA) was to entice more employee enrollment. Mr. Rapson stated that this plan allows employees to save money in a health saving account (HSA) that could be used for future retirement, employees also have a broader network when enrolled in this plan, and employees typically manage the health savings account (HSA) more efficiently. Mr. Rapson stated that although the 20% increase seems like a lot to put it into perspective, the increase for healthcare was about \$1.2M of which the County would pay the bulk about \$850K-\$900k. Mr. Rapson stated that in comparison to other counties the employee portion was much more.

Ms. Weinmann stated that the dental and vision coverages remained the same and that the per pay period surcharges to include the non-tobacco user discount surcharge, wellness initiatives, preventative care surcharge, and spousal surcharge remained the same. Ms. Weinmann stated that the County would continue its enhanced partnership with Piedmont Hospital and Cigna providing an on-site Health Coach (RN) for one-on-one and face-to-face coaching at designated Fayette County locations, Ms. Weinmann stated that Nurse Roberts had been an asset to County staff and was greatly appreciated. Ms. Weinmann stated that the Employee Wellness Program would continue via CIGNA providing a \$50,000 credit which would be used by Human Resource to fund various Health Wellness Initiatives. Ms. Weinmann stated that utilization of the digital lifestyle app, Omada, would continue which helped employees get healthier by losing weight and incorporating healthy lifestyle activities. Ms. Weinmann stated that the Pharmaceutical Cigna 90Now program would continue, which would require maintenance medications to be filled with a 90-day supply for a greater cost savings for both the employee and employer.

General Fund Balance Financial Projection

Ms. Weinmann stated that the estimated fund balance of \$30,146,648 was based on information through March 2020. Mr. Rapson stated that part of what contributes to making Fayette County AAA rated is the fact that the County has a healthy fund balance with sit aside restricted, assigned, and unassigned fund balances. Mr. Rapson stated that in analyzing the unassigned fund balance the almost \$3.4M would increase to about \$3.8M with the addition of the bond savings as well as the \$1.6M which is actually the residual loan left over from stormwater advance. Mr. Rapson stated that collectively the unassigned fund balance was about \$5.4M. Mr. Rapson stated that when discussing the Department of Health Building this is where those funds would be pulled from.

Commissioner Gibbons asked Ms. Weinmann what LMIG was. Ms. Weinmann stated that LMIG was the Local Maintenance & Improvement Grant (LMIG) through Georgia Department of Transportation, which was developed in cooperation with ACCG, GMA, and others to assist with transportation and the local road system.

FY2021 Budget Summary

Ms. Weinmann highlighted fiscal year (FY) 2021 budget and pointed out various operating funds that are tax generated:

General Fund: Revenues: \$56,259,920; Expenditures: \$54,994,787; Impact to Fund Balance: \$405,133

911 Fund: Revenues: \$4,524,050; Expenditures: \$3,744,257; Impact to Fund Balance: \$ 779,793

Fire Fund: Revenues: \$ 13,235,450; Expenditures: \$10,869,442; Impact to Fund Balance: \$1,716,008

EMS Fund: Revenues: \$3,903,350; Expenditures: \$3,347,663; Impact to Fund Balance: \$205,687

Mr. Rapson stated that both the revenues and expenditure are budgeted very conservatively, which allow for additional flexibility throughout the course of the year. Mr. Rapson stated that in reviewing the fiscal year 2021 Budget Summary, the total operating budget was at \$3,272,660 and only include new projected revenue and expenditures, however all the remaining funds below that

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

point would be considered savings. Mr. Rapson noted that the Budget Summary for 2021 showed various funds that depicted true deficit budgeting. These funds included Juvenile Supervision, Victims Assistance and Street Lights.

General Fund: Revenues: 56,259,920

Ms. Weinmann stated that Property Tax was the biggest source of revenue in the General Fund at 51.3%. Ms. Weinmann stated that the estimated 2.26% growth rate would be added to the property tax digest for next year. Ms. Weinmann stated that Sales Tax make up the second largest source of revenue at 21.5%, she continued stating that those projections were about 10% less in anticipation of any unknowns due to the effects of the COVID-19 pandemic on the economy.

Mr. Rapson stated that it was important to note why the County's budget would look vastly different than some of our neighboring cities' budgets. Mr. Rapson stated that Peachtree City for example has about \$1.8M in hotel/motel tax, whereas the County has no hotels and as a result has no hotel/motel tax. Mr. Rapson continued stating that due to the COVID-19 pandemic the revenue projections for hotel/motel tax for Peachtree City would have a huge deficit. Mr. Rapson stated that both the County and Peachtree City were anticipating a decrease in sales tax revenue. Mr. Rapson stated that for the County that projected 10.5% decrease would amount to about \$1.4M. Mr. Rapson stated that in analyzing sales tax revenue you also have to consider Auto Tax and Title Ad Valorem Tax (TAVT). He stated that there was a huge change via the State regarding the Title Ad Valorem Tax (TAVT); the State changed the County's allocation percentage from 42% to 65%. The budgeted Title Ad Valorem Tax (TAVT) was \$2.5M, however with the change, the County would receive closer to \$5M in revenue. Mr. Rapson stated that although the County would have a shortfall regarding the sales tax, the TAVT would make up for it. Mr. Rapson stated that there were several contributing factors that would afford Fayette County a different outlook than surrounding governments who would potentially be battling a financial crisis: these factors included no hotel/motel tax, an increase in Title Ad Valorem Tax (TAVT), the fact that Fayette County had set aside funds for vehicle/equipment replacement, as well as the rolling 5-year capital plan.

General Fund: Expenditures: \$54,994,787

Ms. Weinmann stated that in discussing the expenditures within the General Fund for the County by function, its priority was Public Safety. She added that Public Safety made up 39.6% of the expenditures which was more than double the next largest expense which was General Government at 19.0%, followed by Public Works at 13.5%. Ms. Weinmann stated that in reviewing expenditures within the General Fund for the County by type, the largest cost was personnel at 64.6%, followed by Services at 18.4%. Ms. Weinmann stated that Debt Services accounted for 5.6% of the General Fund expenditures which was for the Criminal Justice Center via the Public Facilities Authority bonds; of which an advance refund was facilitated in November 2019 allowing the County to receive a \$3.4M savings.

911 Fund: Revenue: \$4,524,050

Ms. Weinmann stated that 69.0% of the 911 Fund revenue was received from phone surcharges which included the wireless, landline, and prepaid surcharges. 31.0% of the 911 Fund revenue was received from property taxes.

911 Fund: Expenditures: \$3,744,257

Ms. Weinmann stated that the 911 Funds expenditures were primarily derived from its Personnel Costs which made up 62.5%, followed by Services, which were related to the 911 radio system at 29.8.2%.

Fire Fund: Revenue: \$13,235,450

Ms. Weinmann stated that the Fire Funds revenues are almost completely based on Property Taxes at 97.7%. Ms. Weinmann stated that charges for services at 1.9% included fire impact fees and fire inspections.

Fire Fund: Expenditures \$10,869,442

Ms. Weinmann stated that for Fire Services expenses, the primary cost was derived from its Personnel Costs which made up 83.1%. The 5.6% transferred were a transfer to the vehicle/equipment replacement fund, which increased from \$500,000 to \$650,000 in anticipation of replacing certain equipment in coming years.

EMS Fund: Revenue: \$3,903,350

The EMS Funds revenue had 46.8% deriving from Property Taxes and 53.2% deriving from charges for services specifically ambulance transports to the hospital.

EMS Fund: Expenditures: \$3,347,663

The personnel costs equated to 71.2% of the expenses. The 7.4% toward supplies were for medical and fuel type charges. Ms. Weinmann stated the 7.2% in Services represented repair and maintenance for equipment, the 9.5% in transfers related to vehicles/equipment that would be updated/replaced. The 4.0% in administrative cost were the indirect cost that is paid to the General Fund.

Water Fund: Revenue: \$18,424,900

Ms. Weinmann stated that the Water System Fund was an enterprise fund and operated on sales and that water sales equated to 87.9% of the Funds revenue. The leak protection service charge was 5.2% of the Water Fund revenue.

Water Fund: Expenditures: \$16,461,650

Ms. Weinmann continued by breaking down the Water System Funds expenditures by function. Ms. Weinmann stated that the biggest expense that the Water System had was the Bond Debt which was 28.1% of its expenditures. The Water System Fund expenditures were broken down by the various services provided at the Crosstown Plant at 11.9%, through billing at 1.9%, via customer service at 2.2%, or transfers at 12.5% which was designated to go to the Capital Improvement Projects (CIP). The 11.7% in administrative cost was the indirect cost that was paid to the General Fund.

Mr. Rapson stated that as an enterprise fund the Water Fund runs like a business, there is no rolling 5-year Capital Improvement Projects (CIP). All the projects were from the same bucket which was why the capital cost were so much.

Ms. Weinmann stated that Bond Debt accounted for 28.0% of expenditures, Personnel Cost equated for 26.7% of the expenditure budget, 16.2% deriving from Service, and 10.5% accounted via Supplies which are for the required chemicals.

Personnel Changes

Ms. Weinmann stated that the Full-Time Employee count was up 0.065% a net total of 0.5 from 2020. Ms. Weinmann stated that there were two new positions being requested, one in Finance and one in the Water System. Ms. Weinmann stated that Finance would be giving up 1.625 positions and Information Technology was giving up a position also.

Mr. Rapson stated that the Fire Operations Span of Control Enhancement would create three (3) new Fire Captain positions. With these position creations, three (3) Fire fighter/EMT positions would be given up. Mr. Rapson added that the head count would remain the same. As a part of this enhancement there would be a promotional ripple impact that would affect four (4) Fire Services positions: two (2) Lieutenant to Caption positions and two (2) Advanced Emergency Medical Technician (AEMT) to Fire Apparatus Operator (FAO) positions; and four (4) EMS positions: one (1) Lieutenant to Caption, two (2) FAO to Lieutenant positions and one (1) Paramedic to Lieutenant position.

Part-Time & Reclassifications

Ms. Weinmann stated that there were three (3) part-time position that would become Full-time positions. Ms. Weinmann stated that these positions included the Environmental Management- GIS Technician, Probate Court- Deputy Clerk, and the Elections- Elections Clerk. Ms. Weinmann stated that there two (2) personnel job reclassifications/position promotions: one in Administration; Deputy County Clerk to Chief Deputy County Clerk and one in the Roads Department where the Assistant Road Director would receive the UGA grade increase.

Ms. Weinmann stated that there were also Personnel Job Reclassifications that are related to promotions based on certifications these include: Building Safety (4)- Inspector II to Inspector III, Inspector I to Inspector II, and (2) Permit Technician Certification; Sheriff (35) - (19) move to VIPER Team (5% Incentive Pay), (16) move to SWAT Team (5% Incentive Pay); Water System (7) (4) Plant Operator III to Plant Operator II, Plant Operator II to Plant Operator I, (2) Maintenance Worker to Sr. Maintenance Worker; and Drug Court (2) - (2) Salary Increases (Grant Mandated).

Proposed Merit

Mr. Rapson stated that for staff a Proposed Forced Merit Performance Pay Distribution was recommended. He stated that this merit distribution was allocated based upon performance and performance evaluations and used the same approach for the merit adjustment as used in the past, following our Personnel Policies 408.13 (Performance Pay) and 412.01 (Performance Appraisal), for a distribution of funds for performance pay. Based upon the department employee population, breakpoints within the curve are determined and applied to ascertain employee performance pay. He added that staff proposed using a Forced Bell Curve 15-35-35-15. Mr. Rapson stated that the weighted percentage required to implement a forced ranking merit based system would be 1.875% of total county payroll of eligible employees. Majority of employees would fall into average performers of 1.25%-2.50% with top performers receiving 3.75%. Mr. Rapson stated that department heads would provide recommendation by June 24, 2019, to be presented at the Board Meeting on June 27, 2019; so that it can be effective July 1, 2019 and employees would see it reflected on their paychecks on July 12, 2019.

Mr. Rapson stated that there were eligibility requirements. Regular full-time and part-time employees who are in good standing, not subject to a Performance Improvement Plan, and are employed as of 12/31/2019 and Full-time and part-time employees who are at the maximum step with their respective grade, are in good standing, not subject to a Performance Improvement Plan, and are employed as of 12/31/2019 will receive a one-time performance payment in lieu of merit. Mr. Rapson stated that from the General Fund the overall cost was \$524,286.

FY2021 Maintenance & Operations- Significant Operational Budget Considerations

Ms. Weinmann stated that LMIG20 (Local Maintenance & Improvement Grant) has an expense budget of \$ 1.2M for road resurfacing. Ms. Weinmann stated that there was a contract increase of 2.5% for Inmate Medical bringing the contract cost to \$917k. Ms. Weinmann stated that within Recreation there was a lot related to various self-sustaining programs that are anticipated to begin during the summer for a total \$220K, the Hot Air Balloon Festival which would total \$100K and payments to Peachtree City for \$150k, Fayette County Board of Education at \$60k; and payment to the Town of Tyrone at \$18k. Ms. Weinmann stated that Atlanta Regional Commission (ARC) membership cost was \$133k- with them providing \$493k towards

senior services. Ms. Weinmann stated that there was a GIS Services contract which totaled about \$120k to outsource and augment GIS systems analysis and architecture design services. Ms. Weinmann stated that the Sheriff's Office Flock Camera System- which is a tag reader system would cost \$100k. Mr. Rapson stated that this camera system would be placed in critical locations throughout the County as a tool for the investigative unit and the Sheriff Department. Mr. Rapson added that this was an operating lease and would be a reoccurring expense going forward.

Ms. Weinmann stated that there were transfers for Post Landfill Closure Expenses which included \$160k transfer from General Fund to Solid Waste to true up the fund balance; the methane monitoring cost continued to place a burden on the Solid Waste Fund. Ms. Weinmann added that looking 2-3 years into the future it has been determined that the Landfill/ Transfer station would not be able to sustain itself. Ms. Weinmann stated that the Jail Surcharge would include a \$60k transfer from General Fund to Jail Surcharge this surcharge is for inmate meals, which the County typically transfer between \$40k-60k over the past few year to maintain a positive balance. Ms. Weinmann stated that the General Fund would transfer \$725,000 to Vehicle/Heavy Equipment Replacement Program to ensure future funding is available to replace vehicle and equipment; Fire transfer would increase from \$500k to \$650k and EMS transfer amount would increase from \$250k to \$300k. Ms. Weinmann stated that the current net position for Vehicle/Heavy Equipment was \$10,120,513.

Ms. Weinmann stated that there were a few items to note which included: Firefighter Cancer Insurance Premiums at \$25k, Paramedic Training at \$44k, Bunker Gear Purchase at \$62k, and Medical Advisor Services at \$18k; she added stating that for 911 the Motorola Radio Agreement was \$368k, the Carbyne Project was \$192k for continued implementation, and the Megalink Landline Agreement was \$165k.

Ms. Weinmann stated that Water Systems would have Lagoon dredging at South Fayette for \$388k and \$200k at the Crosstown Plant. Ms. Weinmann stated that USGS Compliance was \$192k this funding would provide funding for continued water monitoring of critical points of entry and exit in Fayette County. Ms. Weinmann stated that the Engineer of Record would total \$200k, and that the Leak Protection Expenses would be \$225k.

Outside Agency budgets

Ms. Weinmann stated that there was no change to the Department of Public Health budget, however there would be discussion at the upcoming Board Meeting regarding an allocation that would include a \$275k contribution; as well as a proposed \$200k proposed building program debt service.

Ms. Rapson stated that the Senior Services was allocated \$12.5k from utilities to program services.

Capital Improvement Program as Proposed

Ms. Weinmann highlighted the Sages- Permit Technician Dashboard for Building Safety, Computer Hardware Upgrade for the Clerk of Courts, Broadcasting Upgrade for the Board of Commissioners, Office renovation in Finance, and the ExecuTime Time & attendance for Human Resources which would replace the current Kronos system.

Mr. Rapson highlighted the Country Lake Estates road project rehab which began last year and now the remaining, almost \$875k, is needed to complete the project. Mr. Rapson also highlighted the Links Mater Plan/Phase 1 of the Sheriff Training Center. Mr. Rapson also noted the \$600k allocated to Fire Services for the Links Training Facility Site/Clearing/Grading/Utility/Cistem.

Mr. Rapson stated that for FY 2021 the Capital Improvement Program totaled \$5,794,295 and for the 5-Year Capital Improvement the total was \$19,964,380. The FY2021 Vehicle budget was \$2,241,560 and the Heavy Equipment budget was \$2,511,613. Fayette County was 17 out of 19 regarding the millage rate.

Upcoming public hearings for the budget:

First Public Hearing-Thursdays, June 11, 2020 at 6:30 p.m. Second Public Hearing – Budget Adoption- Thursdays, June 25, 2020 at 6:30 p.m.

Mr. Rapson stated that he received an email from Will Simmons with Superior Court that noted the Judges would not be requesting a supplement increase this fiscal year, but will next year.

There were no votes taken.

QUESTION AND ANSWER:

ADJOURNMENT:

Vice Chairman Oddo moved to adjourn the May 28, 2020 Special Called Meeting. Commissioner Gibbons seconded. Motion passed 5-0.

The May 28, 2020 Special Called Meeting adjourned at 6:00 pm.

Marlena M. Edwards, Deputy County Clerk

Randy C. Ognio, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 11th day of June 2020. Documents are available upon request at the County Clerk's Office.

Marlena M. Edwards, Deputy County Clerk

BOARD OF COUNTY COMMISSIONERS

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

FAYETTE COUNTY, GEORGIA

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



140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

MINUTES

May 28, 2020

6:30 p.m.

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

Call to Order

Chairman Randy Ognio called the May 28, 2020 Board of Commissioners meeting to order at 6:31 p.m. A quorum of the Board was present.

Invocation and Pledge of Allegiance by Vice Chairman Charles Oddo

Vice Chairman Charles Oddo offered the Invocation and led the Board and audience in the Pledge of Allegiance.

Acceptance of Agenda

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

PROCLAMATION/RECOGNITION:**PUBLIC HEARING:**

Community Development Director Pete Frisina read the Introduction to Public Hearings. 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.

1. Consideration of Ordinance 2020-01 amending Article XV. Subdivision Regulations.

Planning and Zoning Director Pete Frisina stated that the focus for amending the Article XV. Subdivision Regulations was to update the procedures and checklists as the department moved to the Sages system which was software for digital review and submission of subdivision plats. Mr. Frisina stated amendments were also made to strengthen the Ordinance with changes within platted subdivisions. There were also some changes made to the contiguous area requirements and other housekeeping updates made to align with the language of the Ordinance. Mr. Frisina stated years ago developers would develop a subdivision and increase the setbacks on a final plat over the County requirement, as a result there are some final plats with very large setbacks and applicants have made requests to have that amended. He stated these applications would only go thru the Public Hearing process with the Planning Commission as the approving body of the subdivision; the applicant would not have to seek Board approval. Mr. Frisina wanted to ensure that the Board was aware of that update.

Commissioner Maxell stated that the Board encountered and has had to legally defend not allowing larger acre lots within platted subdivisions from being purchased and subsequently split into smaller acre lots, which is not what the Board wanted. He stated that sometimes in defending these lawsuits the Board can be successful and sometimes they are not. Commissioner Maxwell commended Mr. Frisina and his team for their hard work and due diligence in preparing this update.

Commissioner Rousseau extended his appreciation for a job well done to Mr. Frisina and his team as well as the Planning Commission and the County Attorney for their tremendous effort in preparing these amendments. He asked regarding amendments to final plats with large setback, would allowing them final approval as opposed to the Board of Commissioners fundamentally change the Planning Commission's operating guidelines.

County Attorney Dennis Davenport stated no, this is a limited circumstance in that it is outlined as a part of the subdivision regulation as opposed to the zoning ordinance. Mr. Davenport stated that these applicants' request already met the minimum required setback outlined by the County seeking Board approval was not deemed necessary as a result.

Commissioner Rousseau stated for clarification that the Board would not be conferring any additional power to the Planning Commission that they did not already possess and abdicating the Board's responsibility. He asked for clarification of private versus public roads.

Mr. Frisina stated that there were at least two private roads, Whitewater and Legacy Hills. Mr. Frisina stated that it is allowable to have a private road within a subdivision, but it has to be built to County standards and the homeowners association would then be responsible for the maintenance of the roadway. He stated that this would typically come into play in a gated community.

Commissioner Rousseau stated that if the COVID-19 pandemic did not prevent him from hosting his annual HOA Bootcamp in the fall of 2020, he asked for Mr. Frisina to add this update to his agenda item for discussion with bootcamp participants.

No one spoke in favor or opposition.

Commissioner Rousseau moved to approve Ordinance 2020-01 amending Article XV. Subdivision Regulations. Vice Chairman Oddo seconded. The motion passed 5-0.

2. Consideration of Ordinance 2020-02 amending Chapter 110. Zoning Ordinance, regarding Sections 110-60., 110-79., Sec. 110-81., 110-105., 110-107., 110-126., 110-127., 110-128., 110-142., 110-144., 110-146., 110-169., 110-170, 110-173., and 110-242.

Planning and Zoning Director Pete Frisina stated that these proposed amendments correlate with changes as a part of the subdivision regulations as well as final plat precedence updates, site plans precedence updates, accessory structure updates, setback updates, Cluster Box Units (CBU) regulations, conservation subdivision updates, overlay updates, and some housekeeping updates made to align the language.

No one spoke in favor or opposition

Vice Chairman Oddo moved to approve Ordinance 2020-02 amending Chapter 110. Zoning Ordinance, regarding Sections 110-60., 110-79., Sec. 110-81., 110-105., 110-107., 110-126., 110-127., 110-128., 110-142., 110-144., 110-146., 110-169., 110-170, 110-173., and 110-242. Commissioner Gibbons seconded. The motion passed 5-0.

PUBLIC COMMENT: There were no public comments.

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

CONSENT AGENDA:

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

- 3. Approval of staff's recommendation to transfer ownership of a 2013 Dodge Charger to the Prosecuting Attorney's Council of Georgia to be used in the Griffin Judicial Circuit.**
- 4. Approval of the May 14, 2020 Board of Commissioners Meeting Minutes.**

OLD BUSINESS:

NEW BUSINESS:

- 5. Consideration to allocate an additional \$1,000,000 towards the Department Public Health building project and to finance the remaining shortfall over a ten-year period via the Public Facilities Authority utilizing \$200,000 from the \$275,000 existing health department allocation.**

County Administrator Steve Rapson stated that the need for a new health facility had been mounting since late 2014 and the need has only increased over the years. Mr. Rapson stated that the Health Department allocated \$1,000,000 of their fund balance towards this effort. He stated that the proposal was for a two-story 35,100 square foot building next to the Senior Center and the estimated cost would total \$5,200,000 based upon \$150 per square ft. Mr. Rapson stated this facility would house the Health Department, Women, Infant and Children program (WIC), and Environmental Health. He stated that the Board also allocated \$1,000,000 from the \$2M savings received via the Public Facilities bonds refinance, along with WIC contributing \$436,000. He was proposing to allocate an additional \$1,000,000 that would be pulled from the County's unassigned fund balance. Mr. Rapson stated that cumulatively this would total \$3,436,000 and would leave a \$1,829,000 shortfall which could be financed over a ten-year period utilizing \$200,000 from the \$275,000 existing health department annual allocation. WIC would allocate the remaining \$446k paying \$43,600 over 10 years. Mr. Rapson stated that this proposal was presented to and approved by to the Public Health Board at their May 12th Special Called Meeting. Mr. Rapson stated that the potential impact for WIC would be \$327,530 via the state and \$94,860 that would funnel back to the Health Department. He stated that the potential impact for the Health Department would be \$160,996 via the State and \$145,046 of potential revenue. Mr. Rapson stated that the potential impact for the Environmental Health would be \$25,000 of generated revenue. He continued stated the total benefit to Fayette County would be more than \$738k of additional staff and benefits.

District IV Public Health Director Dr. Olugbenga O. Obasanjo stated that in the past, the issue with pursuing a new health facility was halted trying to determine how to fund it. Dr. Obasanjo stated that the \$1M Health Department allocation was facilitated through effective and efficient management of county dollars. Dr. Obasanjo stated that currently they are operating at full capacity and if provided the additional space, revenue would be generated. He stated that the reason why clients come from neighboring counties to receive services in Fayette County was because they receive quality services. He stated that the amount of money provided by the USDA/WIC Infrastructure Grant was based in client load and a large facility would allow for a larger clientele. He continued stating that he was confident that the WIC numbers could double if not triple. Dr. Obasanjo stated that the WIC program was the gateway into the Health Department from there they can begin to receive additional services and care. He stated that he was also confident in the funding based on his team's ability to accurately bill customers. He noted that the Health Department billing was more than 90%. Dr. Obasanjo discussed the Cardio-Metabolic Clinic, nutritional services, and mental health services was to always provide quality service to the community and generate revenue. Dr. Obasanjo stated that the Health Department would not only pay for itself but add value to the County.

Mr. Ted Toles, Chairman of the Fayette County Board of Health stated that Fayette County was not prepared for COVID-19 (coronavirus). Mr. Toles stated that this new facility would help equip us in the future to do all the testing and all the tracing.

Commission Maxwell expressed his concern of not fully occupying the building once it is constructed. He stated that he would feel more comfortable if a contract could be drafted with partnered service providers to ensure the building would be completely occupied. Commissioner Maxwell stated that the jump from 10,000 square feet to 35,000 square feet seemed like a large increase in space.

Dr. Obasanjo stated that the increase in space would be utilized and that as part of his strategic planning, the goal was to not need to request additional County funding after the new facility was completed. Dr. Obasanjo stated that he could work with Mr. Rapson in creating a draft contract to have in place for various service providers.

Commissioner Maxwell stated that he does have some concerns in reference to the budget and the affect the recent COVID-19 pandemic had on residents economically and how this could affect the County in the future.

Environmental Health County Manager Robert F. Kurbes stated that the plan for the new facility was strategic and intentional and that based on numbers the facility is needed.

Commissioner Gibbons moved to allocate an additional \$1,000,000 towards the Department Public Health building project and to finance the remaining shortfall over a ten-year period via the Public Facilities Authority utilizing \$200,000 from the \$275,000 existing health department allocation. Commissioner Rousseau seconded. The motion passed 5-0.

6. Consideration of the Parks and Recreation Selection Committee's recommendation to appoint Darrell Sims to the Recreation Commission for a term beginning immediately and expiring March 31, 2024.

Vice Chairman Oddo moved to appoint Darrell Sims to the Recreation Commission for a term beginning immediately and expiring March 31, 2024. Commissioner Gibbons seconded. The motion passed 5-0.

7. Consideration of the Parks and Recreation Selection Committee's recommendation to re-appoint Michael Gumbinger to the Recreation Commission for a term beginning immediately and expiring March 31, 2024.

Commissioner Gibbons moved to re-appoint Michael Gumbinger to the Recreation Commission for a term beginning immediately and expiring March 31, 2024. Vice Chairman Oddo seconded. The motion passed 5-0.

8. Consideration of staff's recommendation to approve Contract #1431-P, Task Order #27 in the amount of \$234,595 for Construction, Engineering, and Inspection (CEI) services for 19TAF Fayette County Resurfacing Project FY 2019.

Vice Chairman Oddo moved to approve Contract #1431-P, Task Order #27 in the amount of \$234,595 for Construction, Engineering, and Inspection (CEI) services for 19TAF Fayette County Resurfacing Project FY 2019.

9. Consideration of staff's recommendation to award Bid #1781-B, Fayette County Resurfacing Program FY 2019 to the lowest responsive and responsible bidder, C.W. Matthews Contracting, Co., Inc., for the amount of \$2,766,965.47 (2017 SPLOST 19TAF), contingent upon concurrence from the Georgia Department of Transportation (GDOT).

Vice-Chairman Oddo moved to approve to award Bid #1781-B, Fayette County Resurfacing Program FY 2019 to the lowest responsive and responsible bidder, C.W. Matthews Contracting, Co., Inc., for the amount of \$2,766,965.47 (2017 SPLOST 19TAF), contingent upon concurrence from the Georgia Department of Transportation (GDOT). Commissioner Gibbon seconded. The motion passed 5-0.

10. Consideration and approval of proposed Change Order #2 of \$700,000 from Contract #1428-P, Public Safety Radio System, to fund microwave path studies, cell tower remediation, mobile radio gateways, cell tower site improvements and application fees from the existing Contingency/Enhancements in the contract.

911 Communications Director Katye Vogt stated that staff was proposing Change Order #2 to Contract #1428-P in the amount of \$700,000. She continued that the funds already exist in the SPLOST Contingency Fund. This request was to allocate the \$700,000 specifically for tower upgrades and microwave path studies that are coming due. She stated that the old system had to remain up while the new system was being installed and tested. This would be adding weight to the towers and there was structural analysis required and the \$700,000 would be used for the analysis.

Commissioner Gibbons moved to approve Change Order #2 of \$700,000 from Contract #1428-P, Public Safety Radio System, to fund microwave path studies, cell tower remediation, mobile radio gateways, cell tower site improvements and application fees from the existing Contingency/Enhancements in the contract. Vice Chairman Oddo seconded. The motion passed 5-0.

11. Consideration of proposed Change Order #3 of (\$164,987.00) from Contract #1428-P, Public Safety Radio System, to fund an additional 12 Carbyne workstations under Contract #1477-S, Carbyne Public Safety Ecosystem.

911 Communications Director Katye Vogt stated that staff was requesting to take \$164,987 from radio contingency, which was also allocated for 911 improvement, and move it to the Carbyne project: Contract #1477-S.

Mr. Rapson stated that this was a deductive change order for a contract and another change order for the same amount because it involves two different contracts.

Vice Chairman Oddo moved to approve Change Order #3 of (\$164,987.00) from Contract #1428-P, Public Safety Radio System, to fund an additional 12 Carbyne workstations under Contract #1477-S, Carbyne Public Safety Ecosystem. Commissioner Gibbons seconded.

Mr. Rapson stated that there were positions that are talked for the Carbyne contract. He stated that the nine (9) existing positions, creating three (3) positions in the administration office, standing up four (4) other positions in the Emergency Operations Center (EOC) and also five (5) additional positions for mobile.

Vice Chairman Oddo moved to approve Change Order #3 of (\$164,987.00) from Contract #1428-P, Public Safety Radio System, to fund an additional 12 Carbyne workstations under Contract #1477-S, Carbyne Public Safety Ecosystem. Commissioner Gibbons seconded. The motion passed 5-0.

12. Consideration of proposed Change Order #2 of \$164,987.00 to Contract #1477-S, Carbyne Public Safety Ecosystem, to fund an additional 12 Carbyne workstations for 911 Communications.

Commissioner Gibbons moved to approve Change Order #2 of \$164,987.00 to Contract #1477-S, Carbyne Public Safety Ecosystem, to fund an additional 12 Carbyne workstations for 911 Communications. Chairman Ognio seconded.

Commissioner Rousseau expressed that he did not like change orders. He acknowledged that Ms. Vogt was new in her position and that she reevaluated the process to make operations more efficient and effected. He reiterated that he would encourage staff to look at the scope of work on the offset to not have to issue change orders.

Commissioner Gibbons moved to approve Change Order #2 of \$164,987.00 to Contract #1477-S, Carbyne Public Safety Ecosystem, to fund an additional 12 Carbyne workstations for 911 Communications. Chairman Ognio seconded. The motion passed 5-0.

ADMINISTRATOR'S REPORTS:

HOT PROJECTS UPDATE

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 stated that the update included details regarding the Stars Mill project, the intersection at SR 92/Veterans Parkway/Westbridge Road project, the East Fayetteville bypass project, the Dogwood Trail culvert replacement project, and the Kenwood Road culvert replacement project, as well as updated regarding Fire Statios#2 and #4.

STATE OF PUBLIC HEALTH EMERGENCY

Mr. Rapson stated that the Governor had extended the State of Public Health Emergency through July 12th, but the Shelter-in-Place would lapse on June 12. Mr. Rapson stated that 43 employees had previously been identified as high-risk, along with a few additional employees based on the extended Governors Executive Orders, these employees would continue to telework until after June 12, 2020.

TRANSPORTATION COMMITTEE

Mr. Rapson stated that there was one position opening on the Transportation Committee that Phil Mallon would be providing the Board a recommendation for.

HOSPITAL AUTHORITY

Mr. Rapson stated that the Hospital Authority had three open positions, for this Authority state law requires three applicants per vacant position be provided. Mr. Rapson stated that for the last posting only four application was received. Mr. Rapson stated that the positions must be advertised again for the third time.

ATTORNEY'S REPORTS:

Notice of Executive Session: County Attorney Dennis Davenport stated there was six items. Three items involving Threatened Litigation, two items involving Pending Litigation, and the Review of the May 14, 2020 Executive Session Minutes for consideration in Executive Session.

COMMISSIONERS' REPORTS:

Commissioner Rousseau

Thank you to Fellowship of Love Church

Commissioner Rousseau thanked the Fellowship of Love Church, under the leadership of Pastor Besean Jackson for their donation of 400 N95 masks for Fayette County First Responders and emergency personnel.

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

Condolences:

Commissioner Rousseau sent his condolences to the family of former Fayette County Building and Grounds & Engineer Director Carlos Christian. Commissioner Rousseau expressed his appreciation for the opportunity to work with Carlos and valued his spirit and the way he approached his professional obligation and engaged in his community.

Public Art:

Commissioner Rousseau stated he wanted to discuss with Fayette County Recreation Director Anita Godbee potential idea to create engagement for the Art Community.

Concerns:

Commissioner Rousseau expressed his concern and frustration regarding the increase in cases involving police brutality, racial discrimination and injustice one case involving Ahmaud Arbery right here in Georgia. Commissioner Rousseau also acknowledged the cases involving Breonna Taylor and George Floyd.

Vice Chairman Oddo

Vice Chairman Oddo thanks staff for their hard work in developing the fiscal year 2021 budget. He encouraged everyone to go out in vote.

Chairman Ognio

2020 Census:

Chairman Ognio encouraged everyone to please participate in the 2020 Census.

Condolences:

Chairman Ognio also sent his condolences to the Christian Family.

Thank you to the Fellowship of Love Church:

Chairman Ognio expressed his appreciation to the Fellowship of Love Church for the N95 masks donation.

I85/74 Update:

Chairman Ognio stated that he received an update regarding the I85/74 project and there was 7 months left in the process of acquiring right-of-way.

Happy Birthday

Chairman Ognio wished his mother a Happy 80th Birthday.

EXECUTIVE SESSION:

Three items involving Threatened Litigation, two items involving Pending, Litigation, and the Review of the May 14, 2020 Executive Session Minutes for consideration in Executive Session: Vice Chairman Oddo moved to go into Executive Session. Commissioner Rousseau seconded. The motion passed 5-0.

The Board recessed into Executive Session at 8:41 p.m. and returned to Official Session at 9:16 p.m.

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

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

Approval of the May 14, 2020 Executive Session Minutes: Chairman Ognio moved to approve the May 14, 2020 Executive Session Minutes. Vice Chairman Oddo seconded the motion. The motion passed 5-0.

AJOURNMENT:

Commissioner Rousseau moved to adjourn the May 28, 2020 Board of Commissioners meeting. Vice Chairman Oddo seconded the motion. The motion passed 5-0.

The May 28, 2020 Board of Commissioners meeting adjourned at 9:16 p.m.

Marlena M. Edwards, Deputy County Clerk

Randy C. Ognio, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 11th day of June 2019. Documents are available upon request at the County Clerk's Office.

Marlena M. Edwards, Deputy County Clerk

COUNTY AGENDA REQUEST

Page 90 of 129

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of a recommendation from the Selection Committee, comprised of Commissioners Charles Rousseau and Eric Maxwell, to reappoint Laura "Niki" Knox Vanderslice to the Fayette County Development Authority to fulfill a four-year term beginning April 10, 2020 and expiring April 9, 2024.

Background/History/Details:

The Fayette County Development Authority is comprised of nine members. Five of the members are appointed to at-large positions by the Fayette County Board of Commissioners for four-year terms. Three members are appointed by the City of Fayetteville, the City of Peachtree City, and the Town of Tyrone, respectively. The remaining position is a member of the Peachtree City Airport Authority.

Fayette County's Development Authority sets policy, determines annual goals and serves as a liaison between the business community and local government. This board utilizes individual talents and experiences in building consensus in an effort to facilitate an improved business climate, diversified economic base, and a steady economy that results in benefits for every citizen, business owner, and government in Fayette County.

This is the second term for Ms. Vanderslice.

What action are you seeking from the Board of Commissioners?

Approval to reappoint Laura "Niki" Knox Vanderslice to the Fayette County Development Authority to fulfill a four-year term beginning April 10, 2020 and expiring April 9, 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:

SELECTION COMMITTEE
Fayette County Development Authority

Commissioner Charles D. Rousseau
Commissioner Eric Maxwell

FAYETTE COUNTY, GEORGIA

140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214



MINUTES
Fayette County Development Authority
May 19, 2020

The Selection Committee for the Fayette County Development Authority, comprised of Commissioner Charles D. Rousseau and Commissioner Eric Maxwell, convened at 1:00 pm on Tuesday May 19, 2020 to interview three applicants for one open position on the Fayette County Development Authority.

At 1:00 pm Ms. Laura “Niki” Vanderslice was interviewed. The committee reviewed her credentials and asked questions related to her interest in the Fayette County Development Authority.

At 1:30 pm Mr. Jimmy Pace was interviewed. The committee reviewed his credentials and asked questions related to his interest in the Fayette County Development Authority.

At 2:00 pm Ms. Lavonia Stepherson was interviewed. The committee reviewed her credentials and asked questions related to her interest in the Fayette County Development Authority. During the course of interviewing Ms. Stepherson, it was determined that she was actually seeking reappointment to the Fayette County Hospital Authority. Ms. Stepherson withdrew her application and will apply for consideration of reappointment to the Fayette County Hospital Authority position.

The Selection Committee reviewed and discussed all the applications and selected Ms. Laura “Niki” Vanderslice to recommend for reappointment to the Development Authority.

The Selection Committee adjourned at 2:35 pm.

Commissioner Charles D. Rousseau

Commissioner Eric Maxwell



APPLICATION FOR APPOINTMENT
Fayette County Development Authority

Thank you for your interest in being considered for appointment to the **Fayette County Development Authority**.

Applicants must be a legal resident of the State of Georgia and have been a resident of Fayette County for at least six months prior to the date an application is submitted.

The Fayette County Development Authority is comprised of nine members. Five of the members are appointed to at-large positions by the Fayette County Board of Commissioners for four-year terms. Meetings are typically held on the fourth Thursday of each month at 4:00 p.m. at the Historic County Courthouse, which is located in the center of Fayetteville. Please do not apply if you will be unable to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Fayette County Development Authority meetings as possible in an effort to become familiar with the responsibilities of the post.**

Please take a few minutes to complete the application and return with a resume, if available, via email to Tameca White, County Clerk, at twhite@fayettecountyga.gov or at 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: Laura N. Vanderslice "Niki"

ADDRESS: 165 Kayla Dr. Fayetteville, GA 30215

TELEPHONE : (cell) [REDACTED] (home)

EMAIL ADDRESS: [REDACTED]

[Signature]
Signature

March 6, 2020
Date



APPLICATION FOR APPOINTMENT Fayette County Development Authority

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

8 years

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

I currently serve on the FCDA and have found this is a unique fit for my personal experiences.

3. What qualifications and experience do you possess that should be considered for appointment to the Fayette County Development Authority?

Having spent my professional career in Economic Development on the Local, Regional and State level I believe that I bring level of expertise to the FCDA. Also, as a community member I have a vested interest in the recruitment and expansion of business and industry in Fayette Co. that meet with our vision of our County.

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

Technical College System of Georgia-Executive Director for Economic Development 2015-16, Georgia Department of Community Affairs-Director of Governmental Relations 2013-15, Georgia EMC- Sr. Community Economic Development Consultant 2008-13 Previous supplied upon request

5. Do you have any past experience related to this position? If so, please describe.

Yes, 4 year board member of the FCDA and 15 years experience in professional economic development.

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

Yes, Serving as Vice-Chairman of the Fayette County Development Authority

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

Yes, 22

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

Yes

9. What is your vision of the county's future related to the duties of the Fayette County Development Authority?

My husband and I have discussed where we want to live, invest and raise our family. We could live anywhere, but we choose Fayette County. Why, because Fayette County is unique in its location, assets, community and potential. Over the last 4 years on the FCDA, I feel like we have really tried to identify what BEST fits Fayette and attract those businesses while understanding that others may just see us for our location or other factors. We, the FCDA, can serve as the gatekeeper for our community in many ways and continue to develop and attract businesses that fit our communities vision.

10. Would there be any possible conflict of interest between your employment or your family and you serving on the Fayette County Development Authority?

No

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

No

12. Describe your current community involvement.

Currently, I serve on the FCDA as well as serving as Past President of the Abraham Baldwin Agricultural College (ABAC) Alumni Association and Vice-Chairman of the ABAC Foundation. My family and I are active members of Southside Church since 2009. At this time, I have chose to reduce my community involvement to these so that I can focus on raising our daughters and being involved in areas that have direct impact on them.

13. Have you been given a copy of Fayette County's Ethics Ordinance?

Yes

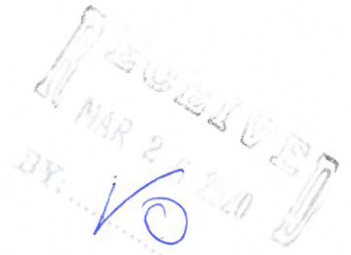
14. Is there any reason why you would not be able to comply with the County's Ethics Ordinance?

No

OTHER APPLICANT



APPLICATION FOR APPOINTMENT
Fayette County Development Authority



Thank you for your interest in being considered for appointment to the **Fayette County Development Authority**.

Applicants must be a legal resident of the State of Georgia and have been a resident of Fayette County for at least six months prior to the date an application is submitted.

The Fayette County Development Authority is comprised of nine members. Five of the members are appointed to at-large positions by the Fayette County Board of Commissioners for four-year terms. Meetings are typically held on the fourth Thursday of each month at 4:00 p.m. at the Historic County Courthouse, which is located in the center of Fayetteville. Please do not apply if you will be unable to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Fayette County Development Authority meetings as possible in an effort to become familiar with the responsibilities of the post.**

Please take a few minutes to complete the application and return with a resume, if available, via email to Tameca White, County Clerk, at twhite@fayettecountyga.gov or at 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 :

Jimmy Pace, III

ADDRESS :

180 BRECHIN DRIVESenobia, GA 30276 (Fayette County)

TELEPHONE : (cell) _____

(home) _____

EMAIL ADDRESS : _____


Signature3/24/2020
Date

Fayette County Application for Appointment Fayette County Development Authority

1. **How long have you been a resident of Fayette County?**
 - a. I moved to Peachtree City in 1987 with my family, 33years ago. I grew up here attending Peachtree City Elementary, JC Booth Middle School and McIntosh High School class of 1998. I went to the University of North Florida in Jacksonville, from 1998-2003. In 2003 we built our home in South Fayette County.
2. **Why are you interested in serving on the Fayette County Development Authority?**
 - a. I've spent the majority of my life dedicated to making our community here in Fayette better through thoughtful expansions. I am a visionary and a problem solver. Ultimately, I want the best community possible to live and raise my family.
3. **What qualifications and experience do you possess that should be considered for appointment to the Fayette County Development Authority?**
 - a. I have over 25 years of experience in commercial development across the southeast. I've worked for companies such as Brasfield & Gorrie, Batson-Cook Co. & our family's business Group VI. I was an integral part of the team that developed Pinewood Atlanta Studios in 2013-2016. I've seen our community grow and develop over the last 33 years.
 - b. I have a Bachelors Degree in Building Construction Management. I am a 2018 graduate of Leadership Fayette. I am a Qualifying Broker for a local real estate firm. I am an Eagle Scout from Troup 211.
4. **List your recent employment experiences to include name of company and position.**
 - a. 2016-Present - Pace Real Estate & Development, Inc. – Qualifying Broker
 - b. 2017 – Present – Consult Pace, LLC – Owner
 - c. 2016 – Present – Meja Construction – Business Development & Project Management
 - d. 2003-2016 – Group VI – CO-Owner, Property Manager, Project Manager
 - e. 2002-2003 – Brasfield & Gorrie – Project Manager
 - f. 2000-2001 – Batson-Cook Co. – Field Engineer
5. **Do you have any past experience related to this position? If so, please describe.**
 - a. I have been apart of hundreds of commercial development projects over the last 30 years. I have direct and specific involvement in the development of Pinewood Atlanta Studios beginning in late 2012. I was apart of the Pinewood Forrest Development 2014-2016. I've been apart of both large and small developments and understand how each impacts the surrounding communities.
6. **Are you currently serving on a commission/board/authority or in and elected capacity with any government?** No.
7. **Have you attended any Fayette County Development Authority meetings in the past two years and if so, how many?** Yes 2-4 meetings.

8. **Are you willing to attend seminars or continuing education classes at county expense?** Yes.
9. **What is your vision of the county's future related to the duties of the Fayette County Development Authority?** I believe the future of Fayette County rests on the local governments. I believe the opportunities are different depending on the location within the county. Peachtree City is essentially built out and re-development is necessary to stay attractive to residents. Fayetteville is moving to more urbanized city center with walkability and improved transit opportunities. Tyrone will continue to develop its Hwy 74 Corridor and will expand once sewer constraints are resolved. Fayette County at large needs to remain true to its rural heritage, with maybe some exceptions along the Hwy 54 corridor.
10. **Would there be a possible conflict of interest between your employment or your family and you serving on the Fayette County Development Authority?** Yes, it is possible since my family is in the business and I am a licensed real estate professional. However, I will fully disclose and recuse myself of any potential conflicts.
11. **Are you in any way related to a County Elected Official or County employee? If so, please describe.** I am not related to any elected or county employee.
12. **Describe your current community involvement.**
- a. Executive Board member for Boy Scouts of America
 - b. Past President Coweta-Fayette Rotary
 - c. Past Board Member Fayette CARE Clinic
 - d. Sunday School Teacher One Church, Fayetteville
13. **Have you been given a copy of Fayette County Ethics Ordinance?** Yes
14. **Is there any reason why you would not be able to comply with the County's Ethics Ordinance?** No.

Thank you for your consideration.

Jimmy Pace, III

COUNTY AGENDA REQUEST

Page 98 of 129

Department: Road Department

Presenter(s): Steve Hoffman, Director

Meeting Date: Thursday, June 11, 2020

Type of Request: New Business #7

Wording for the Agenda:

Consideration of staff's request for Fayette County to receive a Federal Off-System Safety Program Grant in the award amount of \$333,333.00.

Background/History/Details:

Fayette County was selected by Georgia Department of Transportation (GDOT) to receive a road safety grant in the amount of \$333,333.00 with no matching funding required by the County. The County was required to select safety projects from a pre-selected list of Fayette County Intersections and Corridors.

The preliminary projects are:

(1.) Sandy Creek Road - Signage upgrades and vegetation removal from r/w (2.) Redwine Road - Striping (3.) Veteran's Parkway - Striping (4.) Tyrone Road - Vegetation removal (5.) Antioch Road - Raised Pavement Markings (6.) Westbridge Road - Raised Pavement Markings (7.) Banks Road - Signage upgrades (8.) Bernhard Road - Vegetation removal from r/w (9.) Kenwood Road - Vegetation removal from r/w (10.) Lee's Mill Road - Raised Pavement Markings and Vegetation removal from r/w. (11.) New Hope Road - striping (12.) Rising Star Road - Vegetation removal from r/w (13.) Jenkins Road - striping and raised pavement markings. This list is subject to review by GDOT.

GDOT will engineer, bid out and manage all construction activities associated with this grant. The grant is currently programmed for GDOT fiscal year 2022.

What action are you seeking from the Board of Commissioners?

Approval for Fayette County to receive a Federal Off-System Safety Program Grant in the award amount of \$333,333.00.

If this item requires funding, please describe:

No funding required with this grant.

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

If so, when?

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

Backup Provided with Request? Yes

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

Approved by Finance Yes

Reviewed by Legal

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:



Public Works Department

115 McDonough Road
Fayetteville, GA 30214
Phone: 770-461-3142
www.fayettecountyga.gov

April 27, 2019

Mr. Jack Reed
Georgia Department of Transportation
115 Transportation Boulevard
Thomaston, GA 30286

Re: FY 2022 Federal Off-System Safety Program

Mr. Reed,

Fayette County appreciates the opportunity to receive funding as part of the FY2022 Off-System Safety Project Program. We are requesting that the funds be used for roadway striping, raised pavement markers, signage and vegetation removal. The enclosed table identifies the specific roads and associated safety work. All the suggested roads are a "top 40 Corridor" per the State scorecard that was provided to the County.

This list reflects staff recommendations. The list of projects will be presented to our Board of Commissioners on May 28 for formal adoption.

We appreciate the support GDOT provides Fayette County and we look forward to working with you on this project.

Sincerely,

A handwritten signature in blue ink that reads 'P. Mallon'.

Phil Mallon, PE
Public Works Director

Cc: S. Rapson, County Administrator
S. Hoffman, Road Department

**SAFETY ACTION PROJECT ROAD INFORMATION
FAYETTE COUNTY**

PROJECT # 00XXXXX

P.I. NO. 00XXXXX

Priority	County Road Name	State Road Number	From:	To:	Centerline	Edgelines	RPMs	Signs	Vegetation Clearing	Speed Limit (mph)	Total Right-of-Way	Total Pymt. Width	Average Daily Traffic	Total Length (miles)	Collision History over past 3 years as Reported by the Fayette County Sheriff's Office	Additional Justification
1	Sandy Creek Road	365	City Limits	SR 74				X	X		60	22	5660	6.50	86 Reported Collisions	Signage needs upgrading and vegetation need to be removed
2	Redwine Road	361	City Limits	SR 74	X	X			X	45	80	25	5780	8.40	90 Reported Collisions	Road was recently mill patched and needs to be restriped from City Limits to Quarters Road
3	Veterans Parkway	N/A	Eastin Road	Bridge	X	X				45	80	22	3420	0.50	30 Reported Collisions	Striping on bridge and roadway heading toward Eastin is faded and needs to be restriped.
4	Tyrone Road	1264	SR 54	City Limits					X	40	60	23	6100	4.50	68 Reported Collisions	Vegetation needs to be removed from R/W
5	Antioch Road	149	SR 92	Brooks Woolsey Road			X			45	80	27	3320	3.50	38 Reported Collisions	No existing center line RPM's on this road.
6	Westbridge Road	18	SR 92	County Line			X			45	80	22	4200	2.70	38 Reported Collisions	No existing center line RPM's on this road.
7	Banks Road ✓	38	SR 54	City Limits				X		35	80	24	N/A	1.75	76 Reported Collisions	Signage needs upgrading
8	Bernhard Road ✓	126	SR 85	Goza Road					X	35	60	24	4350	1.02	5 Reported Collisions	Vegetation needs to be removed from R/W
9	Kenwood Road	357	SR 279	SR 85					X		80	24	2670	2.10	38 Reported Collisions	Vegetation needs to be removed from R/W
10	Lee's Mill Road ✓	51	SR 92	Sandy Creek Road			X		X	35	60	25	2290	3.10	29 Reported Collisions	Road needs RPMs and vegetation to be removed
11	New Hope Road	29	City Limits	SR 92	X	X	X			45	80	24	6230	4.60	53 Reported Collisions	Road was recently mill patched and needs to be restriped with RPMs
12	Rising Star Road	161	SR 85	Brooks Woolsey Road					X	40	80	22	N/A	3.80	18 Reported Collisions	Vegetation needs to be removed from R/W
13	Jenkins Road ✓	75	City Limits	Ellison Road			X			35	60	27	90	1.00	10 Reported Collisions	No existing center line and turn lanes RPM's on this road.

PRIORITY	STREET	STRIPING		RPM		SIGNS		VEGETATION REMOVAL		TOTAL
		MILES	AT \$5,000 Per MILE	MILES	AT \$1,200 per MILE	MILES	AT \$2,500 per MILE	MILES	AT \$15,000 per MILE	
1	Sandy Creek Road					6.50	\$16,250.00	3.13	\$46,950.00	\$63,200.00
2	Redwine Road	3.70	\$18,500.00					2.65	\$39,750.00	\$58,250.00
3	Veterans Parkway	0.50	\$2,500.00	0.50	\$600.00					\$3,100.00
4	Tyrone Road							1.14	\$17,100.00	\$17,100.00
5	Antioch Road			3.50	\$4,200.00					\$4,200.00
6	Westbridge Road			2.70	\$3,240.00					\$3,240.00
7	Banks Road					1.75	\$4,375.00			\$4,375.00
8	Bernhard Road							2.76	\$41,400.00	\$41,400.00
9	Kenwood Road							2.10	\$31,500.00	\$31,500.00
10	Lee's Mill Road			3.10	\$3,720.00			2.25	\$33,750.00	\$37,470.00
11	New Hope Road	4.60	\$23,000.00	4.60	\$5,520.00					\$28,520.00
12	Rising Star Road							4.11	\$61,650.00	\$61,650.00
13	Jenkins Road			1.00	\$1,200.00					\$1,200.00
TOTALS			\$44,000.00		\$18,480.00		\$20,625.00		\$272,100.00	\$355,205.00
<i>MILES</i>		<i>8.80</i>		<i>15.40</i>		<i>8.25</i>		<i>18.14</i>		

VEGETATION REMOVAL LOCATION BREAKDOWN FAYETTE COUNTY

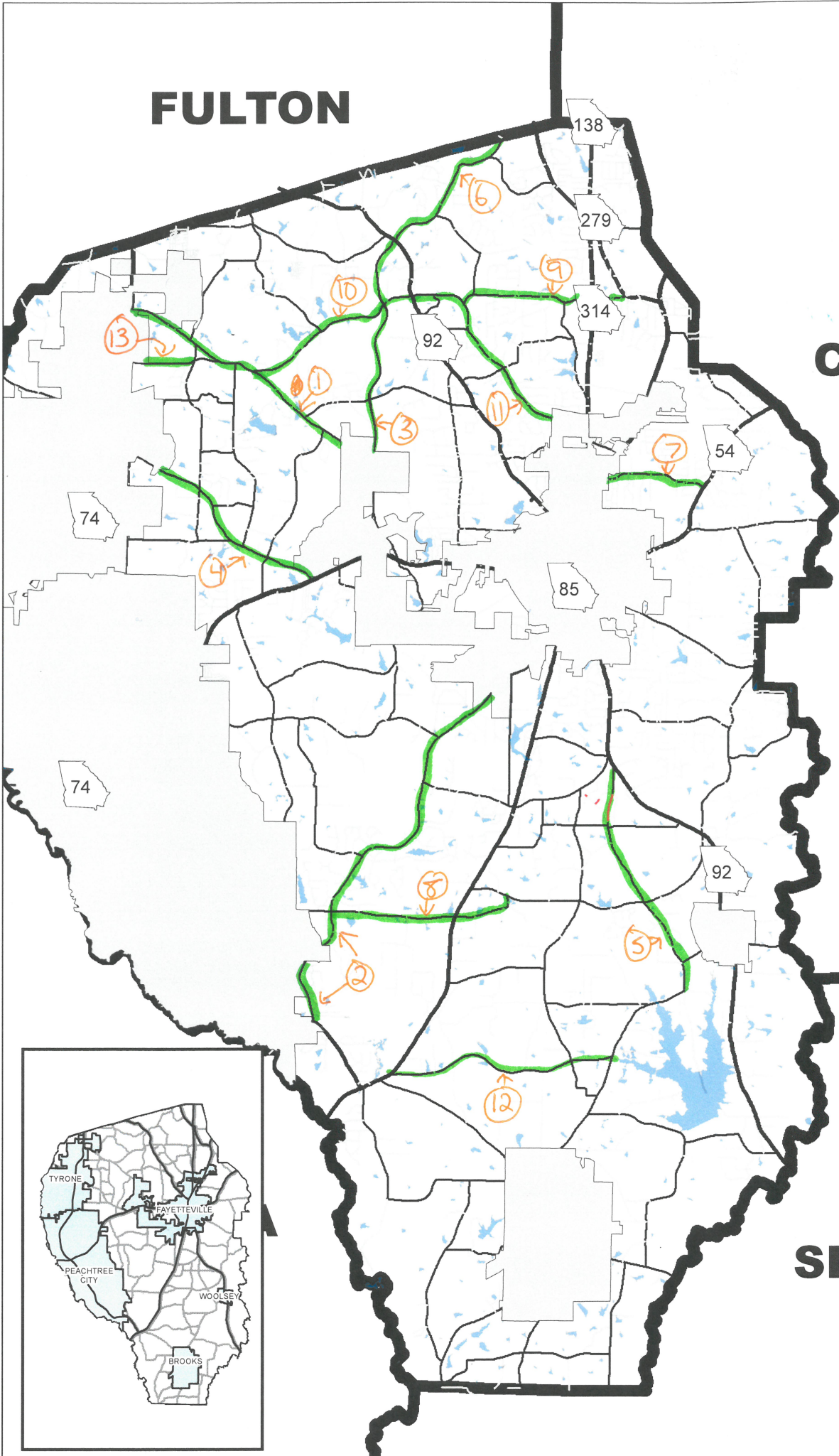
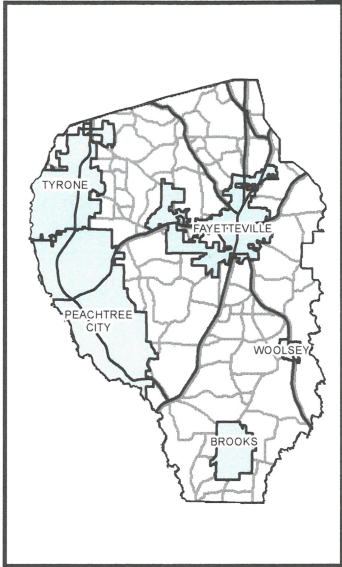
Priority	County Road Name	State Road Number	From:	To:	Feet	Total Length (miles)
1	Sandy Creek Road		Railroad	HWY 74	5700	1.08
			Ellison Road	Adams Road	3900	0.74
			Adams Road	Lee's Mill Road	1800	0.34
			Walton Road	Sams Road	3200	0.61
			City Limits	Flat Creek Trail	1900	0.36
2	Redwine Road		Jefferson Woods	Bernhard Road	1700	0.32
			Harp Road	Ebenezer Church Road	4000	0.76
			Harris Road	Harp Road	3300	0.63
			Carnousite Way	Bridge	5000	0.95
4	Tyrone Road		City Limits	Scott Blvd	1800	0.34
			Flat Creek Trail	HWY 54	4200	0.80
8	Bernhard Road		Goza Road	Stolen Hours Lane	1200	0.23
			Stolen Hours Lane	Bernhard Lane	3100	0.59
			Hwy 85	Carroll Way	4000	0.76
			Carroll Way	Bridge	1400	0.27
			Bridge	Redwine	4900	0.93
9	Kenwood Road		Laydon Ave	HWY 314	1600	0.30
			HWY 314	Bridge	2000	0.38
			Longview Road	Thornton Lane	4000	0.76
			Mercedes Trail	S. Kite Lake Road	3500	0.66
10	Lee's Mill Road		Sandy Creek Road	Lake Road	1500	0.28
			Lake Road	Old Lee's Mill Road	3200	0.61
			Buckeye Road	Lee's Lake Road	1100	0.21
			Lee's Lake Road	Veteran's Pkwy	6100	1.16
12	Rising Star Road		Brooks Woolsey Road	Old Greenville Road	3500	0.66
			Old Greenville Road	Huckaby Road	2700	0.51
			Huckaby Road	Massengale Road	10000	1.89
			Massengale Road	HWY 85	5500	1.04

18.14

FULTON

CLAYTON

SPALDING



COUNTY AGENDA REQUEST

Page 104 of 129

Department: 911 Communications

Presenter(s): Katye Vogt, Director

Meeting Date: Thursday, June 11, 2020

Type of Request: New Business #8

Wording for the Agenda:

Consideration of staff's request to assume lease of raw land from Piedmont Fayette Hospital for tower located on this property as an integral part of the Fayette County Public Safety Radio System.

Background/History/Details:

The current Public Safety Radio System consists of 7 towers, one of which is located on a parcel of land belonging to Piedmont Fayette Hospital. This tower is also a key component in the new system being installed by EF Johnson (1428-P).

Piedmont Fayette Hospital has agreed to transfer the land lease from the previous tenant to Fayette County for an initial period of sixty (60) months with an option to extend, ensuring the continued availability of this tower. Should the land lease expire, the existing tower must be removed from the site by the previous lessee, negatively impacting Public Safety radio reception in that area, particularly inside Piedmont Fayette Hospital itself. The potential loss of this tower poses a significant safety risk to personnel responding to calls in and around the hospital.

What action are you seeking from the Board of Commissioners?

Approval to assume lease of raw land from Piedmont Fayette Hospital for tower located on this property as an integral part of the Fayette County Public Safety Radio System.

If this item requires funding, please describe:

Monthly rent in the amount of \$10.00 to be paid from the 911 Communications M&O budget in 21530800-522310 (Land or Building Rental).

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

If so, when?

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

Backup Provided with Request? Yes

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

Approved by Finance Yes

Reviewed by Legal

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

Assignor Site Name: PEACHTREE CITY

THIRD AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, LEASE OF RAW LAND

THIS THIRD AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, LEASE OF RAW LAND (this "Agreement") is made and entered into as of the ____ day of _____, 2020 (the "Effective Date"), by and among FAYETTE COMMUNITY HOSPITAL, INC., a Georgia nonprofit corporation d/b/a Piedmont Fayette Hospital ("Lessor"), CELLCO PARTNERSHIP, a Delaware general partnership d/b/a Verizon Wireless, and successor-by-merger to Verizon Wireless (VAW) LLC ("Assignor"), and FAYETTE COUNTY, GEORGIA, a political subdivision of the State of Georgia ("Assignee").

WITNESSETH:

WHEREAS, Lessor, as successor in interest to Earnest Milton Adams, and Assignor, as successor in interest to Gencom Incorporated, are parties to that certain Lease of Raw Land (the "Original Lease") dated March 11, 1986, as amended by that certain First Amendment to Lease of Raw Land (the "First Amendment") dated January 29, 2016, and as further amended by that certain Restatement of and Second Amendment to Lease of Raw Land (the "Second Amendment") dated August 8, 2018 (collectively, as so amended, the "Existing Lease"; the Existing Lease, as amended by this Agreement, the "Lease"), pursuant to the terms of which Assignor leases a certain parcel of land located in Fayette County, Georgia, as more particularly described in the Existing Lease (the "Premises");

WHEREAS, Assignor desires to assign its interest as "Lessee" under the Lease to Assignee, and Assignee desires to assume all rights, obligations, and liabilities of "Lessee" under the Lease;

WHEREAS, the Lease requires the consent of Lessor to assignment thereof by Assignor;

WHEREAS, the term of the Lease expired on October 31, 2018 (the "Original Term"), and the parties desire to reinstate the Lease and extend the term of the Lease; and

WHEREAS, Lessor, Assignor and Assignee desire to evidence such reinstatement of the Lease, the extension of the term of the Lease and the assignment and assumption of the Lease, and Lessor's consent thereto, and to amend certain other terms and conditions of the Existing Lease by means of this Agreement.

NOW THEREFORE, for and consideration of the premises, the mutual covenants contained herein, \$10.00 in hand paid and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Existing Lease is hereby amended and the parties hereto do hereby agree as follows:

1. Recitals; Capitalized Terms. The recitals set forth herein are incorporated herein as if restated in their entireties. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Existing Lease. Except as expressly set forth to the contrary herein, all references in this Agreement to the "Lessee" shall be deemed to refer to Assignor during the period prior to the Effective Date and shall be deemed to refer to Assignee during the period on and after the Effective Date.

2. Reinstatement of Lease; Holdover.

(a) As of the Effective Date, the parties hereby restate, ratify and confirm the terms of the Existing Lease, as amended by this Agreement, and the Lease is hereby reinstated in its entirety.

(b) Pursuant to the terms of the Second Amendment, the term of the Lease expired on October 31, 2018 and Assignor continued in possession of the Premises until the Effective Date as a holdover tenant. Notwithstanding anything in the Lease to the contrary, Lessor and Assignor hereby acknowledge and agree that all obligations of Lessee with respect to payments of monthly rent, including, without limitation, any holdover payments pursuant to the Lease, have been satisfied by Assignor as of the Effective Date with Lessor (i) acknowledging receipt of all payments of monthly rent due under the Lease from Assignor through December 31, 2019 and (ii) waiving any payments of monthly rent due under the Lease for the period of January 1, 2020 to the Effective Date.

3. Assignment and Assumption of Lease.

(a) Assignor hereby assigns, sets over and transfers to Assignee all of Assignor's right, title and interest in, to and under the Lease as of the Effective Date. Assignee hereby accepts the foregoing assignment of the Lease and assumes and agrees to perform all of the terms, conditions, covenants and obligations of Assignor under the Lease accruing on or after the Effective Date.

(b) Assignor shall indemnify, hold harmless and defend Assignee from and against any and all claims, demands, causes of action, liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees and expenses and court costs incurred in defending any such claim or in enforcing this indemnity) accruing, occurring, or arising under the Lease prior to the Effective Date.

(c) Assignee shall indemnify, hold harmless and defend Assignor from and against any and all claims, demands, causes of action, liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees and expenses and court costs incurred in defending any such claim or in enforcing this indemnity) accruing, occurring, or arising under the Lease from and after the Effective Date.

4. Lessor's Consent. Lessor hereby consents to the assignment by Assignor of the Lease to Assignee in accordance with Paragraph 3 above (the "Assignment"), and agrees that the Assignment shall not be deemed a default under the Lease; provided, however, that Lessor's consent as set forth herein is subject to the following:

(a) Assignor shall be released from liability under the Lease only with respect to matters accruing, occurring, or arising under the Lease from and after the Effective Date. Assignor hereby agrees that, notwithstanding anything in the Lease to the contrary, Lessor's consent to the Assignment shall not release Assignor from liability for, and Assignor shall remain liable for, matters accruing, occurring, or arising under the Lease prior to the Effective Date.

(b) Assignee and Assignor hereby agree that Assignee shall comply with all of the terms and conditions of the Lease, including, without limitation, the obligation to pay monthly rent and other charges as and when due and the insurance and indemnity provisions contained in the Lease.

(c) This consent shall constitute a waiver of the provisions of the Lease solely with respect to the Assignment. Notwithstanding anything in the Lease to the contrary, there shall be no subsequent assignments or subleases of the Lease, without Lessor's prior written consent.

5. Amendments to Existing Lease. As of the Effective Date, the Existing Lease is hereby further amended as follows:

(a) Extension of Term. Notwithstanding any provision of the Lease to the contrary, the Lease is hereby reinstated in its entirety and the term of the Lease is hereby extended for a period of sixty (60) months (the "Extension Term") commencing on the Effective Date and expiring as of the last

day of the sixtieth (60th) full calendar month following the Effective Date, unless sooner terminated pursuant to the terms of the Lease. All references in the Lease to the "term of the Lease" or the "Term" shall hereafter be deemed to include the Extension Term. Lessee shall remain subject to all the terms and conditions of the Lease during the Extension Term. As of the Effective Date, except as set forth in Paragraph 6 below, there shall be no additional renewal or extension terms unless otherwise mutually agreed to in writing by Lessor and Lessee.

(b) Consideration; Rent. During the Extension Term, monthly rent for the Premises shall be as follows:

<u>Period</u>	<u>Monthly Rent</u>
Months 1 – 60	\$10.00

(c) Easement Area. Notwithstanding anything in the Lease to the contrary, the Existing Lease is hereby revised to replace the existing easement(s) for ingress, egress and utilities, as described and referenced in the Original Lease and Exhibit "B" attached thereto (the "Previous Easement Area"), with that new easement area more particularly described on Exhibit "A" attached hereto and more particularly depicted as the "Proposed 20' Utility and Access Easement" on Exhibit "B" attached hereto (the "New Easement Area"). Therefore, from and after the Effective Date, Lessee shall have no further rights to the Previous Easement Area or to any ingress, egress or utility easements or areas other than the non-exclusive use of the New Easement Area.

(d) Acceptance of Premises. Lessee hereby accepts the Premises in its "AS IS," "WHERE IS" condition, WITH ALL FAULTS, and without any representations or warranties (express or implied) whatsoever, and acknowledges and agrees Lessor shall have no obligation to construct any improvements to the Premises, or make any alterations or additions thereto, and Lessor shall have no obligation to provide any improvement allowance, credit, set-off, or other concession to Lessee.

(e) Subletting and Assignment. Paragraph 5 of the First Amendment is hereby deleted in its entirety and of no further force or effect. In addition, Section 8 of the Original Lease is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

"8. Subletting and Assignment. Lessee shall have no right sublet the Premises in whole or in part or assign this Lease in whole or in part, at any time during the term of this Lease, without Lessor's prior written consent, which shall not be unreasonably withheld."

(f) Use. The first (1st) sentence of Section 11 of the Original Lease is hereby deleted in its entirety and replaced with the following: "Lessee may use the Premises for transmission of 911/emergency services for Fayette County. ~~This usage includes:~~ (including, without limitation, transmission and receive capabilities for public safety and local government radio and data traffic, site-to-site system connectivity via microwave, fiber or telephone lines, the transmission of alarms and systems status information), and for no other purpose, and Lessee may not sublease or license any space on the Premises or the tower thereon to any third party."

(g) Default. Section 13 of the Original Lease is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

"13. Default; Remedies.

(a) The following will be events of default (each, an "Event of Default") by Lessee under this Lease: (i) failure to pay when due any installment

of monthly rent, if any, or any other payment required pursuant to this Lease and such failure is not cured within five (5) business days thereafter; (ii) the filing or imposition of a lien against the Premises or any portion thereof as a result of any act or omission of Lessee and the failure of Lessee to satisfy or bond the lien in its entirety within thirty (30) days thereafter; (iii) Lessee abandons the Premises for a period of three (3) consecutive months and ceases to use the Premises for the purposes set forth herein or removes all facilities therefrom for said 3-month period; or (iv) the failure to cure the breach of any provision of this Lease, other than the obligation to pay monthly rent, within thirty (30) days after written notice thereof to Lessee; provided, however, that if such breach cannot be cured within such 30-day period using diligent efforts and Lessee promptly commenced efforts to cure such breach during such 30-day period, then such cure period shall be extended for a reasonable period of time (not to exceed an additional 60 days) so long as Lessee continues to use diligent efforts to cure.

(b) Upon an Event of Default, in addition to any other rights and remedies available to Lessor at law or in equity, Lessor, at its option (i) may enter the Premises and take any actions required of Lessee under the terms of this Lease, and Lessee shall reimburse Lessor on demand for any reasonable expenses that Lessor may incur in effecting compliance with Lessee's obligations under this Lease, and Lessor shall not be liable for any damages resulting to the Lessee from such action, and/or (ii) may at once terminate this Lease by written notice to Lessee; whereupon this Lease shall terminate except as to indemnity obligations of the parties and any other obligations of Lessee which expressly survive the termination or expiration of this Lease, if any."

(h) Removal; Improvements. Notwithstanding anything in the Existing Lease to the contrary, Lessee hereby acknowledges and agrees that, upon the expiration or earlier termination of the Lease, Lessee shall, at its sole cost and expense, remove all improvements, equipment, towers, facilities and other personal property located upon the Premises and restore the land to its original condition, subject to reasonable wear and tear. ~~Lessee will be allowed up to 24 months from the expiration or earlier termination of the Lease to remove all improvements, equipment, towers, facilities and other personal property located upon the Premises and restore the land to its original condition, subject to reasonable wear and tear. Lessee will continue to pay monthly rent at the same rate as it paid in the month immediately preceding the 24-month period for the removal of the aforesaid improvements during the 24-month period.~~ In addition, Lessee shall not install, erect or construct any improvements, ~~addition~~ additions, fixtures, equipment, alterations or facilities upon the Premises without the prior written consent of Lessor, which shall not be unreasonably withheld. ~~However, updates to equipment and antennas as well as structural improvements to the existing tower and compound are anticipated as part of the implementation of the new public safety radio system and are an allowable improvement that will not require a separate written consent by the Lessor. Routine; provided, however, that routine~~ maintenance and upkeep of the ~~tower~~ improvements, equipment, towers and facilities ~~are not considered improvements that located on the Premises shall not~~ require the prior written consent of Lessor but must be performed in a good and workmanlike manner.

(i) Deleted Provisions. As of the Effective Date, the following provisions of the Existing Lease are hereby deleted in their entireties and of no further force or effect:

- (i) Section 20 of the Original Lease ("Termination");
- (ii) Special Stipulation No. 3 attached to the Original Lease; and

(iii) Special Stipulation No. 4 attached to the Original Lease.

(j) Other Amendments. The following provisions shall be added to the Original Lease as Sections 22 through 26:

"22. Holdover. If Lessee or any party claiming under Lessee remains in possession of the Premises or any part thereof after, or does not remove all of its improvements, facilities, towers and other personal property from the Premises within ~~ten~~^{thirty} (~~10~~³⁰) days after, any termination or expiration of this Lease, Lessee shall pay, during such period of holding over, monthly rent in the amount equal to the greater of (i) 200% of the amount of monthly rent due in the last month of the Lease, and (ii) \$2,500.00 per month. If the Premises is not surrendered upon the end of the term or sooner termination of this Lease, and in accordance with the terms of this Lease, Lessee shall indemnify, defend and hold Lessor harmless from and against any and all loss or liability resulting from delay by Lessee in so surrendering the Premises.

23. Liens. Lessee is not authorized to subject Lessor's interest in the Premises to any easement, restriction, lien, charge or encumbrance of any kind or nature without Lessor's written consent. Lessee shall permit no liens to encumber the Premises and shall remove any such liens within thirty (30) days after notice thereof by Lessor to Lessee.

24. Compliance. Lessee shall, at Lessee's sole cost and expense, promptly comply with any and all applicable statutes, laws, codes, rules, regulations, ordinances and recorded documents affecting the Premises and Lessee's use thereof.

25. LIMITATION OF LIABILITY. ANY PROVISIONS OF THIS LEASE TO THE CONTRARY NOTWITHSTANDING, LESSEE HEREBY AGREES THAT NO PERSONAL, PARTNERSHIP OR CORPORATE LIABILITY OF ANY KIND OR CHARACTER (INCLUDING, WITHOUT LIMITATION, THE PAYMENT OF ANY JUDGMENT) WHATSOEVER NOW ATTACHES OR AT ANY TIME HEREAFTER UNDER ANY CONDITION SHALL ATTACH TO LESSOR OR ANY OF LESSOR'S AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, PARTNERS, MEMBERS, MANAGERS OR SHAREHOLDERS OR ANY MORTGAGEE FOR PAYMENT OF ANY AMOUNTS PAYABLE UNDER THIS LEASE OR FOR THE PERFORMANCE OF ANY OBLIGATION UNDER THIS LEASE. THE EXCLUSIVE REMEDIES OF LESSEE FOR THE FAILURE OF LESSOR TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS LICENSE SHALL BE TO PROCEED AGAINST THE INTEREST OF LESSOR IN AND TO THE PREMISES. IN NO EVENT SHALL LESSOR BE LIABLE TO LESSEE, OR ANY INTEREST OF LESSOR IN THE PREMISES BE SUBJECT TO EXECUTION BY LESSEE, FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

26. Abandonment. Notwithstanding anything in this Lease to the contrary, if, at any time Lessee (i) abandons the Premises for a period of three (3) consecutive months and (ii) ceases to use the Premises for the purposes set forth herein or removes all facilities therefrom for said 3-month period, then

Lessor shall have the right to terminate this Lease with sixty (60) days' prior written notice to Lessee, whereupon this Lease shall terminate except as to indemnity obligations of the parties and any other obligations of Lessee which expressly survive the termination or expiration of this Lease, if any. Notwithstanding the foregoing to the contrary, Lessee may nullify any such termination by resuming use of the Premises for the purposes set forth herein within thirty (30) days after receipt of Lessor's notice.

27. Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials or building permits, failure of power, restrictive government laws or regulations, riots, insurrection, war, pandemics, worldwide illnesses, epidemics, quarantines or other reason of a like nature other than finance, which is not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of the delay. The provisions of this Section 27 shall not cancel, postpone, or delay the due date of any payment to be made by Tenant hereunder, nor operate to excuse Tenant from prompt payment of any sums required by the terms of this Lease."6-

6. Extension Option. So long as the Lease is in full force and effect and Lessee is not in default beyond applicable notice and cure periods in the performance of any of the covenants or terms and conditions of the Lease at the time of notification to Lessor or at the time of commencement of the applicable Additional Extension Term, as that term is hereinafter defined, Lessee shall have the option (each, an "Extension Option") to extend the term of the Lease for the entire Premises for two (2) additional periods of five (5) years each (each, an "Additional Extension Term"), at the Prevailing Market Rate, as that term is hereinafter defined, subject to the terms and conditions set forth in this Paragraph 6. Lessee shall provide Lessor with written notice at least twenty-one (21) months, but in no event more than twenty-four (24) months, prior to the expiration of the then-applicable term of its exercise of the Extension Option. The "Prevailing Market Rate" shall mean the then prevailing market rate for lease renewals in the vicinity of the Premises comparable to the Lease and the Premises. Lessor shall provide Lessee with a written proposal setting forth its determination, in its sole but reasonable discretion, of the Prevailing Market Rate to extend the term within thirty (30) days of receipt of such notice. Lessee shall have ten (10) days from its receipt of Lessor's proposal to either accept such proposal or elect to negotiate the Prevailing Market Rate with Lessor by giving written notice thereof to Lessor; failure of Lessee to elect to negotiate the Prevailing Market Rate within said 10-day period shall be deemed an acceptance of Lessor's proposal. If Lessee elects in writing to negotiate the Prevailing Market Rate in accordance with the foregoing, Lessor and Lessee will have thirty (30) days within which to negotiate, in good faith, the Prevailing Market Rate, and if Lessor and Lessee are unable to reasonably agree upon the Prevailing Market Rate within such 30-day period, then Lessee's exercise of the Extension Option shall be null and void and of no further force or effect. Any amendment of the Lease after the Effective Date that otherwise extends the term beyond the expiration of the Extension Term shall be deemed to constitute Lessee's waiver of the Extension Option, unless otherwise expressly provided in such amendment. The right granted to Lessee under this Special Paragraph 6 is personal to the named Assignee, and in the event of any assignment of the Lease or sublease by Assignee, the applicable Extension Option(s) shall thenceforth be void and of no further force or effect.

7. Lessee's Address. As of the Effective Date, and notwithstanding anything in the Existing Lease to the contrary, Lessee's address for all purposes under the Lease shall be as follows:

County Administrator
140 Stonewall Avenue West, Suite 100
Fayetteville, Georgia 30214

8. Miscellaneous.

(a) Brokers. Assignor and Assignee each represents and warrants to Lessor that neither it nor its officers or agents nor anyone acting on its behalf has dealt with any real estate broker in the negotiating and making of this Agreement, and Assignor and Assignee each agrees to indemnify and hold Lessor, its agents, employees, partners, directors, shareholders and independent contractors harmless from all liabilities, costs, demands, judgments, settlements, claims, and losses, including reasonable attorneys' fees and costs, incurred by Lessor in conjunction with any such claim or claims of any other broker or brokers claiming to have interested the indemnifying party with respect to the Assignment or the Premises or claiming to have caused the indemnifying party to enter into this Agreement.

(b) Ratification of Lease. Assignor and Assignee each hereby affirms that, as of the Effective Date, the Lease is in full force and effect, the Lease has not been modified or amended (except

as provided in this Agreement), and all of Lessor's obligations accrued to date have been performed. Assignor and Assignee each hereby ratifies the provisions of the Lease on behalf of itself and its successors and assigns and agrees to attorn and be bound to Lessor and its successors and assigns as to all of the terms, covenants and conditions of the Lease. Assignor and Assignee each further agrees to fulfill all of its obligations under the Lease to Lessor throughout the remainder of the term of the Lease, as extended herein and as may be further extended by agreement of the parties.

(c) Authority. The person signing this Agreement on behalf of Assignor hereby represents and warrants that (i) he/she is authorized to execute this Agreement on behalf of Assignor, (ii) he/she possesses the requisite power and authority to bind Assignor to the terms and provisions hereof, (iii) Assignor has taken all actions necessary to authorize the execution, delivery and performance of this Agreement by Assignor, and (iv) Assignor has been duly organized and is qualified or authorized to do business in the State in which Assignor has been organized. The person signing this Agreement on behalf of Assignee hereby represents and warrants that (i) he/she is authorized to execute this Agreement on behalf of Assignee, (ii) he/she possesses the requisite power and authority to bind Assignee to the terms and provisions hereof, and (iii) Assignee has taken all actions necessary to authorize the execution, delivery and performance of this Agreement by Assignee.

(d) No Defaults. Assignor hereby agrees that there are, as of the Effective Date, regardless of the giving of notice or the passage of time, or both, no defaults or breaches on the part of Lessor or Lessee under the Lease.

(e) Headings. The headings used herein are provided for convenience only and are not to be considered in construing this Agreement.

(f) Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof. Lessor, Assignor and Assignee agree that there are no collateral or oral agreements or understandings between them with respect to the Premises other than the Existing Lease and this Agreement. This Agreement supersedes all prior negotiations, agreements, letters or other statements with respect to the matters addressed herein.

(g) Binding Effect. This Agreement shall not be valid and binding on Lessor, Assignor and Assignee unless and until it has been completely executed by and delivered to all parties.

(h) Confirmation of Lease. Except as expressly amended and modified by this Agreement, the Existing Lease shall otherwise remain unmodified and in full force and effect, and the parties hereto hereby ratify and confirm the same. To the extent of any inconsistency between the Existing Lease and this Agreement, the terms of this Agreement shall control.

(i) Counterparts; PDF Delivery. This Agreement may be executed by the parties hereto in separate counterparts, and may be delivered in separate counterparts by electronic ("email") delivery in "portable document format" ("pdf"), each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of the signature page to this Agreement by pdf shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be given full legal effect in accordance with applicable laws. **[PENDING CONFIRMATION FROM VERIZON]**

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES ON THE FOLLOWING PAGE]*

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

FAYETTE COMMUNITY HOSPITAL, INC.
d/b/a Piedmont Fayette Hospital

By: _____
Name: _____
Title: _____
Date: _____

ASSIGNOR:

CELLCO PARTNERSHIP
d/b/a Verizon Wireless

By: _____
Jim Blake
Director-Network Field Engineering
Date: _____

ASSIGNEE:

FAYETTE COUNTY, GEORGIA,
a political subdivision of the State of Georgia

By: _____
Name: RANDY OGNIO
Title: Chairman
Date: _____

(SEAL)

ATTEST:

By: _____
Name: Tameca P. White

Title: County Clerk

Date: _____

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 8, of the 7th District, City of Fayetteville, Fayette County, Georgia and being more particularly described as follows:

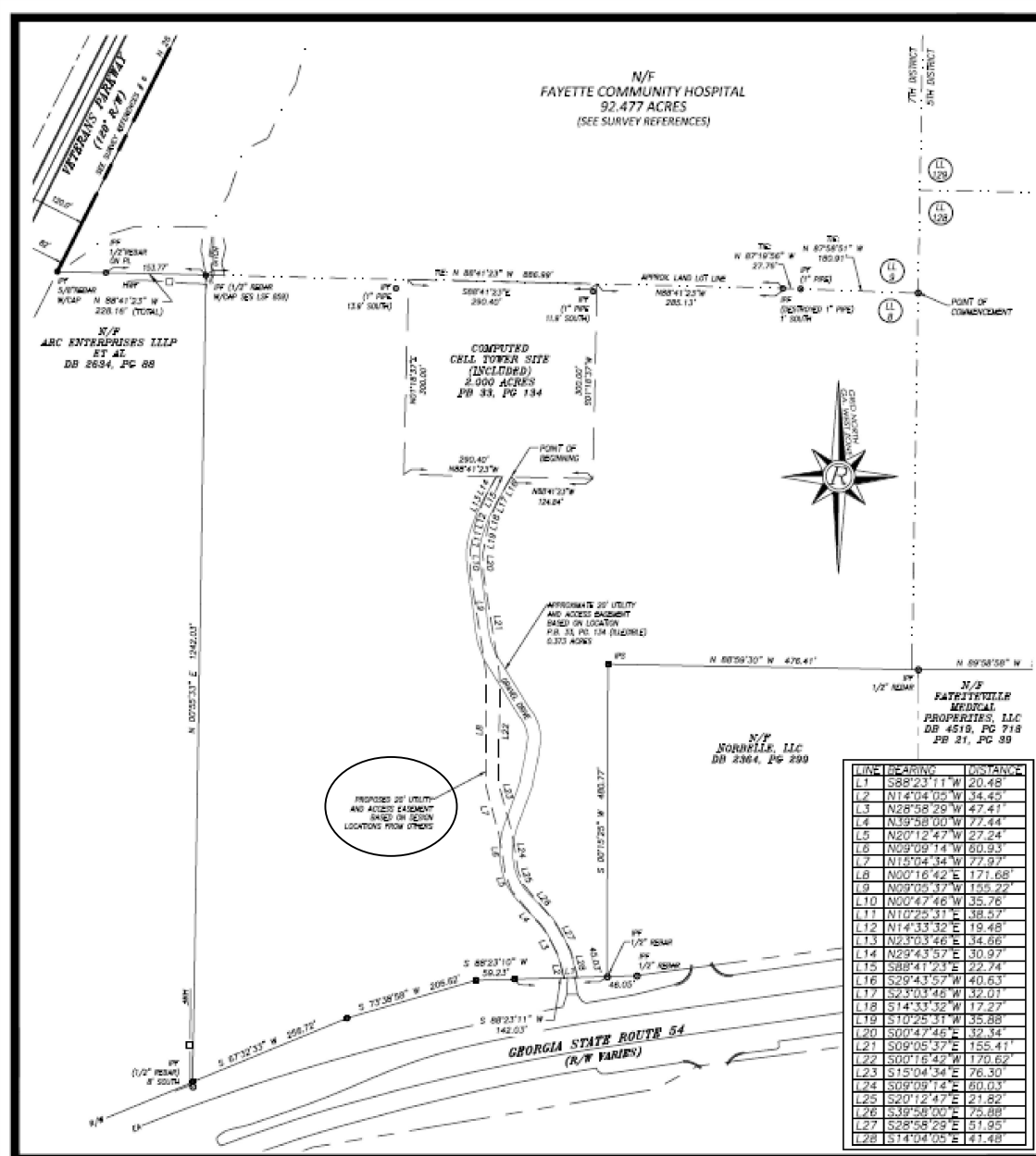
COMMENCING at a point located at the southeast corner of Land Lot 9 of the 7th district, Fayette County, Georgia, thence along the southern line of Said Land Lot 9 the following courses and distances:

Thence North 87°58'51" West, a distance of 180.91 feet to a 1" pipe found; Thence North 87°19'56" West, a distance of 27.76 feet to a point; Thence North 88°41'23" West, a distance of 285.13 feet to a point located on the north eastern corner of the Computed Cell Tower Site as shown on Plat Book 33, Page 134, Fayette County, Georgia records; thence leaving said land lot line and along said Computed Cell Tower Site South 01°18'37" West, a distance of 300.00 feet to a point; thence North 88°41'23" West, a distance of 124.84 feet to a point and the **POINT OF BEGINNING** for this tract of land;

Thence leaving said Computed Cell Tower Site and along Proposed 20' Utility and Access Easement the following courses and distances: South 29°43'57" West, a distance of 40.63 feet to a point; thence South 23°03'46" West, a distance of 32.01 feet to a point; thence South 14°33'32" West, a distance of 17.27 feet to a point; thence South 10°25'31" West, a distance of 35.88 feet to a point; thence South 00°47'46" East, a distance of 32.34 feet to a point; thence South 09°05'37" East, a distance of 155.41 feet to a point; thence South 00°16'42" West, a distance of 170.62 feet to a point; thence South 15°04'34" East, a distance of 76.30 feet to a point; thence South 09°09'14" East, a distance of 60.03 feet to a point; thence South 20°12'47" East, a distance of 21.82 feet to a point; thence South 39°58'00" East, a distance of 75.88 feet to a point; thence South 28°58'29" East, a distance of 51.95 feet to a point; thence South 14°04'05" East, a distance of 41.48 feet to a point located on the northern right of way line of Georgia State Route 54 (variable Right of Way); thence continuing along the Proposed 20' Utility and Access Easement and the northern right of way of Georgia State Route 54 South 88°23'11" West, a distance of 20.48 feet to a point; thence continuing along said proposed 20' Utility and Access Easement and leaving said right of way of Georgia State Route 54 North 14°04'05" West, a distance of 34.45 feet to a point; thence North 28°58'29" West, a distance of 47.41 feet to a point; thence North 39°58'00" West, a distance of 77.44 feet to a point; thence North 20°12'47" West, a distance of 27.24 feet to a point; thence North 09°09'14" West, a distance of 60.93 feet to a point; thence North 15°04'34" West, a distance of 77.97 feet to a point; thence North 00°16'42" East, a distance of 171.68 feet to a point; thence North 09°05'37" West, a distance of 155.22 feet to a point; thence North 00°47'46" West, a distance of 35.76 feet to a point; thence North 10°25'31" East, a distance of 38.57 feet to a point; thence North 14°33'32" East, a distance of 19.48 feet to a point; thence North 23°03'46" East, a distance of 34.66 feet to a point; thence North 29°43'57" East, a distance of 30.97 feet to a point; thence South 88°41'23" East, a distance of 22.74 feet to a point and the **POINT OF BEGINNING**.

Said tract containing 16,234 square feet or 0.373 acres more or less.

EXHIBIT "B"



SHEET 1 **OF** 1

DATE 8/16/19
SCALE 1" = 200'
JOB NO. F214003.FPH
DRAWN BY: bcf
FILE NO. *EXHIBIT.01

EASEMENT EXHIBIT FOR:

PIEDMONT HOSPITAL, INC
FAYETTE COMMUNITY, INC

LAND LOT 8
 7TH DISTRICT
 CITY OF FAYETTEVILLE, FAYETTE COUNTY, GEORGIA

Rochester & Associates, Inc.

425 Oak Street N.W.
 Gainesville, Georgia 30501
 (770)718.0600 (770)718.9090 Fax
 www.rochester-assoc.com

Document comparison by Workshare 9.5 on Friday, May 1, 2020 2:26:41 PM

Input:	
Document 1 ID	file:///S:/Client/Piedmont Hospital/Piedmont Fayette Cell Tower/Verizon/Piedmont Fayette - Verizon - 3rd Amendment and Assignment - TR to D3.docx
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Deletion	
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<u>Moved to</u>	
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Format change	
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Moved cell	
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Padding cell	

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Total changes	23
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COUNTY AGENDA REQUEST

Page 119 of 129

Department: Legal

Presenter(s): County Attorney Dennis Davenport

Meeting Date: Thursday, June 11, 2020

Type of Request: New Business #9

Wording for the Agenda:

Consideration of the County Attorney's recommendation to approve a disposition of tax refund, as requested by Morris Lewis, for tax year 2017, in the amount of \$424.77.

Background/History/Details:

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

A memo from the County Attorney is provided as backup with an explanation to approve this request.

What action are you seeking from the Board of Commissioners?

Approval of a disposition of tax refund, as requested by Morris Lewis, for tax year 2017, in the amount of \$424.77.

If this item requires funding, please describe:

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

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

If so, when?

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

Backup Provided with Request? Yes

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

Approved by Finance Not Applicable

Reviewed by Legal Yes

Approved by Purchasing Not Applicable


County Clerk's Approval Yes

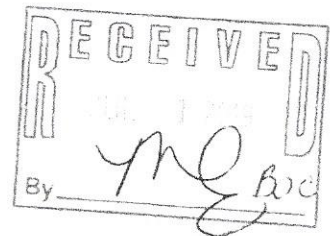
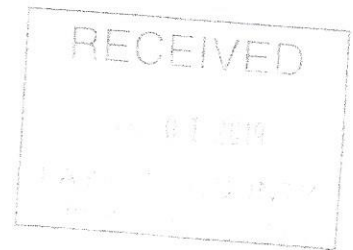
Administrator's Approval

Staff Notes:

To: Board of Commissioners of Fayette County
 From: Morris E. Lewis Jr

I AM REQUESTING A REFUND FOR MAP ID 1301 045.
 NEW CONSTRUCTION HOME WAS PLACE ON MY LOT IN
 ERROR FOR 2011-2013. THANK YOU IN ADVANCE FOR
 YOUR HELP WITH THIS MATTER.


 Morris E. Lewis Jr
 678 693 0001



MEMORANDUM

To: Fayette County Board of Commissioners
From: McNally, Fox, Grant & Davenport, P.C.
Date: May 29, 2020
Re: Tax Refund Request – Lewis Industries Holdings, LLC

Mr. Morris E. Lewis is requesting a partial refund on behalf of Lewis Industries Holdings, LLC for taxes paid on parcel 1301 045 for tax years 2017 and 2018 based upon the misplacement of a residence on parcel 045. The refund is recommended, in part, as follows.

Lewis Industries Holdings, LLC acquired vacant property on Wagon Wheel Trail on February 16, 2016. In August 2016 that property was subdivided into two parcels, a 2.1-acre parcel known as parcel 1301 093 and henceforth referred to as “093”, and an 11.28-acre parcel known as 1301 045 and henceforth referred to as “045”. The subdivision was approved and recorded via plat in the Fayette County property records. Building permits were pulled in 2016 with the intent to build a residence on 093, the 2.1-acre lot on Wagon Wheel Trail. The building permit was assigned an address, 276 Wagon Wheel Trail. A residence was thereafter constructed on 093. For tax year 2017 the residence was assessed for taxes at 19% complete. However, that assessment was erroneously made on the vacant parcel 045. In fact, the residence at 276 Wagon Wheel Trail was built on the smaller parcel, 093. In early 2018, the assessors discovered a residence on parcel 093. The new discovery triggered the addition of a residence to the assessment of parcel 093 beginning in 2018. However, the assessment of a residence on the vacant parcel 045 also remained in place. Both parcels 093 and 045 were assessed for the residence for tax year 2018 and 2019.

On March 27, 2018 Lewis Industries Holdings, LLC sold parcel 093, with the residence, to Ms. Sheryl Newman. The sale shifted the tax burden for parcel 093 to Ms. Newman beginning in 2019.

In July of 2019 Mr. Lewis approached the assessors with questions as to the assessment of a residence on both of his parcels, 093 and 045. The tax assessors recognized the duplicate assessment for 2019 and adjusted the assessment for parcel 045 (the vacant parcel) to remove the residence. An error report was generated triggering the creation of a new bill for 2019. In order to address the issue for 2017 and 2018, Mr. Lewis submitted a tax refund request on July 1, 2019 for these tax years. In mid-July, the investigation of the circumstances surrounding this request caused the assessors to recall the file for further processing. No further action was requested on the file until May 8, 2020. On that date, Mr. Lewis made an inquiry as to the outstanding tax liability and refund status for parcel 045 for 2017 and 2018. No tax bill was paid on parcel 045 (the vacant parcel) for 2018 so, no refund could be recommended. To remedy the duplicate taxation for 2018, the Board of Assessors revisited the assessment of parcel 045 (the vacant lot) for 2018. That body recognized the duplicative tax and made an adjustment to remove the residence from the assessment of parcel 045 (the vacant lot) for 2018. An error report was generated, and a corrected bill was issued for 2018 for parcel 045.

There remains the issue of an erroneous assessment of that residence, at 19% complete, on parcel 045 for tax year 2017. At no time was any portion of a residence located on parcel

045. However, Lewis Industries Holdings, LLC rendered full payment of the 2017 tax bill, including the partially completed residence (19%), on parcel 045. That error must be addressed through refund.

The 2018 tax bill for parcel 045 has been revisited, revised and corrected for 045. It is not eligible for a refund. The refund request on parcel 045 for 2018 is recommended for denial. However, the refund requested for 2017 on parcel 045 is recommended as to that portion of the assessment attributable to the 19% complete structure. The total recommended refund on Parcel 045 is \$424.77.

	RECOMMENDED REFUND
2018	\$0
2017	\$424.77
TOTAL	\$424.77

COUNTY AGENDA REQUEST

Page 123 of 129

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of staff's request to extend the temporary suspension an additional thirty-days due to the governor's Declaration of Public Health Emergency, which expires July 12, 2020.

Background/History/Details:

At the March 11, 2020 Board of Commissioners meeting, the Board approved to temporarily suspend for 90-days, turning off residential customer water for non-payment or any related issue; for public health reasons.

This request to extend the temporary suspension an additional 30-days to residential customers.

What action are you seeking from the Board of Commissioners?

Approval to extend the temporary suspension an additional thirty-days due to the governor's Declaration of Public Health Emergency, which expires July 12, 2020.

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

COUNTY AGENDA REQUEST

Page 124 of 129

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of Commissioner Rousseau's request to send a resolution to the Senate in support of passing House Bill 426, a hate crime bill in the state of Georgia.

Background/History/Details:

This request is to send a resolution during the upcoming 2020 legislation session to pass HB 426 and join with the other 30 states in having a hate crime bill on the book.

A copy of House Bill 426 is provided as backup.

What action are you seeking from the Board of Commissioners?

Approval to send a resolution to the Senate in support of passing House Bill 426, a hate crime bill in the state of Georgia.

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:

STATE OF GEORGIA

FAYETTE COUNTY

RESOLUTION

NO. 2020-__

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF FAYETTE
COUNTY, GEORGIA; TO REQUEST THAT THE GENERAL ASSEMBLY ADOPT
HOUSE BILL 426; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE,
AND FOR OTHER PURPOSES.**

WHEREAS, the Board of Commissioners for Fayette County, Georgia (the “County”) is the duly elected governing authority for the County; and

WHEREAS, House Bill 426, which has been described as anti-hate crime legislation, was introduced in the Georgia House of Representatives on February 21, 2019, and was passed by the same on March 7, 2019; and

WHEREAS, said House Bill 426 is currently awaiting a vote in the Georgia Senate; and

WHEREAS, said House Bill 426 would revise the criteria for imposition of punishment for crimes involving bias or prejudice and the sanctions for such crimes; and

WHEREAS, in particular, House Bill 426 would enhance penalties in cases where the trier of fact determines beyond a reasonable doubt that the defendant intentionally selected any victim or group of victims or any property as the object of the offense because of the actual or perceived race, color, religion, national origin, sexual orientation, gender, mental disability, or physical disability of such victim or group of victims; and

WHEREAS, Georgia is one of only four states in the nation that does not currently have hate-crime legislation on the book¹; and

WHEREAS, the Board of Commissioners believes that it is in the best interests of the residents of Fayette County and the State of Georgia that the General Assembly adopt House Bill 426 as law.

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners hereby requests that the General Assembly adopt House Bill 426 as law in the State of Georgia.

BE IT FURTHER RESOLVED that a copy of this Resolution be delivered to each member of the Georgia House of Representatives and Senate representing Fayette County, and made available for distribution to the public and the press.

SO RESOLVED this ____ day of _____, 2020.

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY, GEORGIA

By: _____
Randy Ognio, Chairman

(SEAL)

ATTEST:

Tameca P. White, County Clerk

Approved as to form:

County Attorney

¹ Greg Bluestein and Christian Boone, *Georgia Governor Is Open to State Hate-Crimes Law*, ATLANTA J. CONST., May 8, 2020, available at <https://www.ajc.com/blog/politics/georgia-governor-open-state-hate-crimes-law/BMDRFhIJPoanuCwKH70zKK/>.

House Bill 426 (COMMITTEE SUBSTITUTE)

By: Representatives Efration of the 104th, Smyre of the 135th, Bennett of the 94th, Silcox of the 52nd, Drenner of the 85th, and others

A BILL TO BE ENTITLED
AN ACT

1 To amend Article 1 of Chapter 10 of Title 17 of the Official Code of Georgia Annotated,
2 relating to procedure for sentencing and imposition of punishment, so as to repeal certain
3 provisions regarding the sentencing of defendants for crimes involving bias or prejudice; to
4 provide criteria for imposition of punishment for defendants who select their victims based
5 upon certain biases or prejudices; to provide the sanctions for such crimes; to provide for
6 related matters; to repeal conflicting laws; and for other purposes.

7 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

8 **SECTION 1.**

9 Article 1 of Chapter 10 of Title 17 of the Official Code of Georgia Annotated, relating to
10 procedure for sentencing and imposition of punishment, is amended by repealing Code
11 Section 17-10-17, relating to sentencing of defendants guilty of crimes involving bias or
12 prejudice, circumstances, and parole, in its entirety and inserting in lieu thereof a new Code
13 section to read as follows:

14 "17-10-17.

15 (a) Subject to the notice requirement provided in Code Section 17-10-18 and in
16 enhancement of the penalty imposed, if the trier of fact determines beyond a reasonable
17 doubt that the defendant intentionally selected any victim or group of victims or any
18 property as the object of the offense because of the actual or perceived race, color, religion,
19 national origin, sexual orientation, gender, mental disability, or physical disability of such
20 victim or group of victims, the judge imposing sentence shall:

21 (1) If the offense for which the defendant was convicted is a misdemeanor, impose a
22 sentence of imprisonment for a period of not less than three nor more than 12 months,
23 and a fine not to exceed \$5,000.00;

24 (2) If the offense for which the defendant was convicted is a misdemeanor of a high and
25 aggravated nature, impose a sentence of imprisonment for a period of not less than six nor
26 more than 12 months, and a fine not to exceed \$5,000.00; or

31 **SECTION 2.**
32 All laws and parts of laws in conflict with this Act are repealed.

SECTION 2.

32 All laws and parts of laws in conflict with this Act are repealed.

COUNTY AGENDA REQUEST

Page 129 of 129

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of Chairman Randy Ognio's request to provide two (2) annual free park passes each calendar year to corporate business owners whose business is located within Fayette County.

Background/History/Details:

In 2015, a system began at the Water Reservoirs for daily parking passes, corporate parking passes, and annual parking passes for those individuals who does not reside within Fayette County.

The corporate pass is \$1.00 and good for the years listed on the pass (i.e. 2020 and 2021) and from 8:00 a.m.-5:00 p.m., Monday through Friday.

The annual pass is \$50 and is good for the calendar year. The annual pass is good for any time the water reservoirs are open.

There is a \$5 daily pass system in place for any non-resident who wished to visit the water reservoirs just for the day.

In an effort to provide business owners access to the water reservoirs after 5:00 p.m., Monday through Friday, and on the weekends, a recommendation is being made to provide 2 (two) free annual passes per calendar year. Business Owners will be required to complete an application prior to obtaining the 2 (two) free passes.

What action are you seeking from the Board of Commissioners?

Approval to provide two annual free park passes each calendar year to corporate business owners whose business is located within Fayette County.

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: