

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. Smith, County Clerk
Marlena Edwards, Chief Deputy County Clerk



140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

AGENDA

August 13, 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 Vice Chairman Charles Oddo

Acceptance of Agenda

PROCLAMATION/RECOGNITION:

PUBLIC HEARING:

PUBLIC COMMENT:

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

CONSENT AGENDA:

1. Approval to authorize staff to acquire all fee simple right-of-way and easements for the 2017 SPLOST Stormwater Category II, Tier II Project: 19SBJ; 130 Darren Drive Culvert Replacement. (pages 3-5)
2. Approval of the July 23, 2020 Board of Commissioners Meeting Minutes. (pages 6-10)

OLD BUSINESS:

NEW BUSINESS:

3. Consideration of the Public Facilities Authority Selection Committee's recommendation to re-appoint Alice Reeves to the Public Facilities Authority to serve two consecutive one-year terms beginning July 24, 2020 and expiring July 23, 2022, as permitted in Policy 100.19; Board Appointments. (pages 11-14)
4. Consideration of the Public Facilities Authority Selection Committee's recommendation to re-appoint Edward Outlaw to the Public Facilities Authority to serve two consecutive one-year terms beginning July 24, 2020 and expiring July 23, 2022, as permitted in Policy 100.19; Board Appointments. (pages 15-18)
5. Consideration of the Public Facilities Authority Selection Committee's recommendation to re-appoint Thomas Gray to the Public Facilities Authority to serve two consecutive one-year terms beginning July 24, 2020 and expiring July 23, 2022, as permitted in Policy 100.19; Board Appointments. (pages 19-22)

6. Consideration of staff's request to accept the Coronavirus Relief Fund (CRF) Terms and Conditions and apply for the Corona Virus Relief Fund (CRF) Grant Funding payments through the Governor's Office of Planning and Budget (OPB), GeorgiaCARES. (pages 23-56)
7. Consideration to approve Ordinance 2020-07 for the purpose of dissolving the Public Arts Committee. (pages 57-73)
8. Consideration to authorize the development of a conceptual design for intersection improvements at Tyrone Road and SR 54 using 2017 SPLOST funds and allocation of \$700,000 of "possible federal aid corridor improvement" money to be allocated to the project. (pages 72-89)
9. Consideration to authorize the development of a conceptual design for intersection improvements at Tyrone Road and Flat Creek Trail using 2017 SPLOST funds and allocation of \$2,200,000 of "possible federal aid corridor improvement" money to be allocated to the project. (page 90)
10. Consideration of the Water Committee's recommendation to adopt the Waterline Extension Policy. (pages 91-95)
11. Consideration of the County Attorney's recommendation to approve the disposition of tax refunds, as requested by Beatrice Acosta for tax year 2018 in the amount of \$305.87. (pages 96-100)

ADMINISTRATOR'S REPORTS:

ATTORNEY'S REPORTS:

COMMISSIONERS' REPORTS:

EXECUTIVE SESSION:

ADJOURNMENT:

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval to authorize staff to acquire all fee simple right-of-way and easements for the 2017 SPLOST Stormwater Category II, Tier II Project: 19SBJ; 130 Darren Drive Culvert Replacement.

Background/History/Details:

The culvert beneath Darren Drive at the Shoal Creek crossing has been damaged beyond repair and exceeds its serviceable life. The proposed plans call for the installation of a reinforced concrete slab top twin span bridge. Construction plans are in final design.

This agenda item helps provide the appropriate basis from which the land acquisition activities can be concluded.

What action are you seeking from the Board of Commissioners?

Approval to authorize staff to acquire all fee simple right-of-way and easements for the 2017 SPLOST Stormwater Category II, Tier II Project: 19SBJ; 130 Darren Drive Culvert Replacement.

If this item requires funding, please describe:

This is a 2017 SPLOST project 19SBJ. Funding for ROW acquisition is available from account 32240320 541111 19SBJ with an available balance of \$336,194.

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

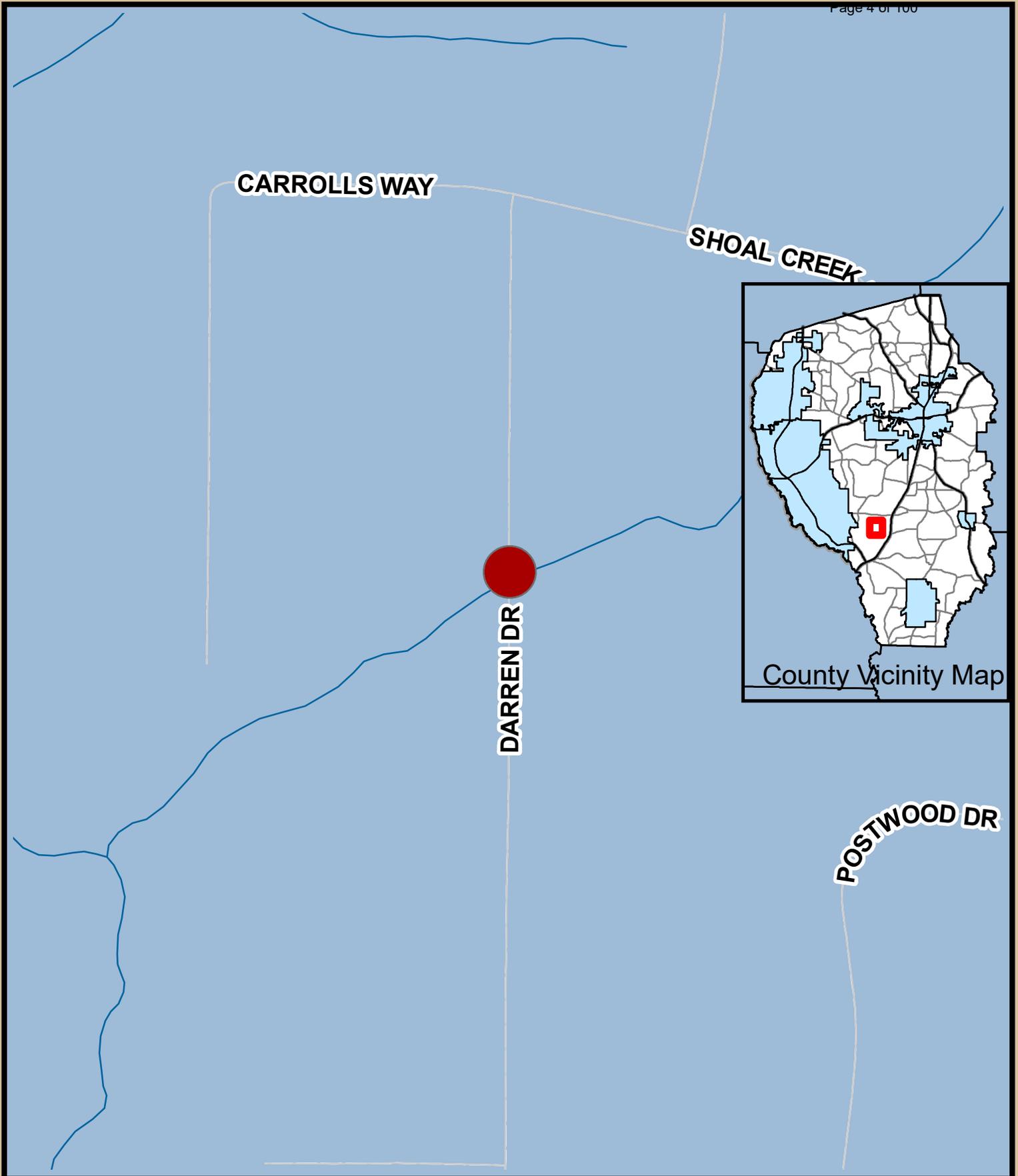
Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

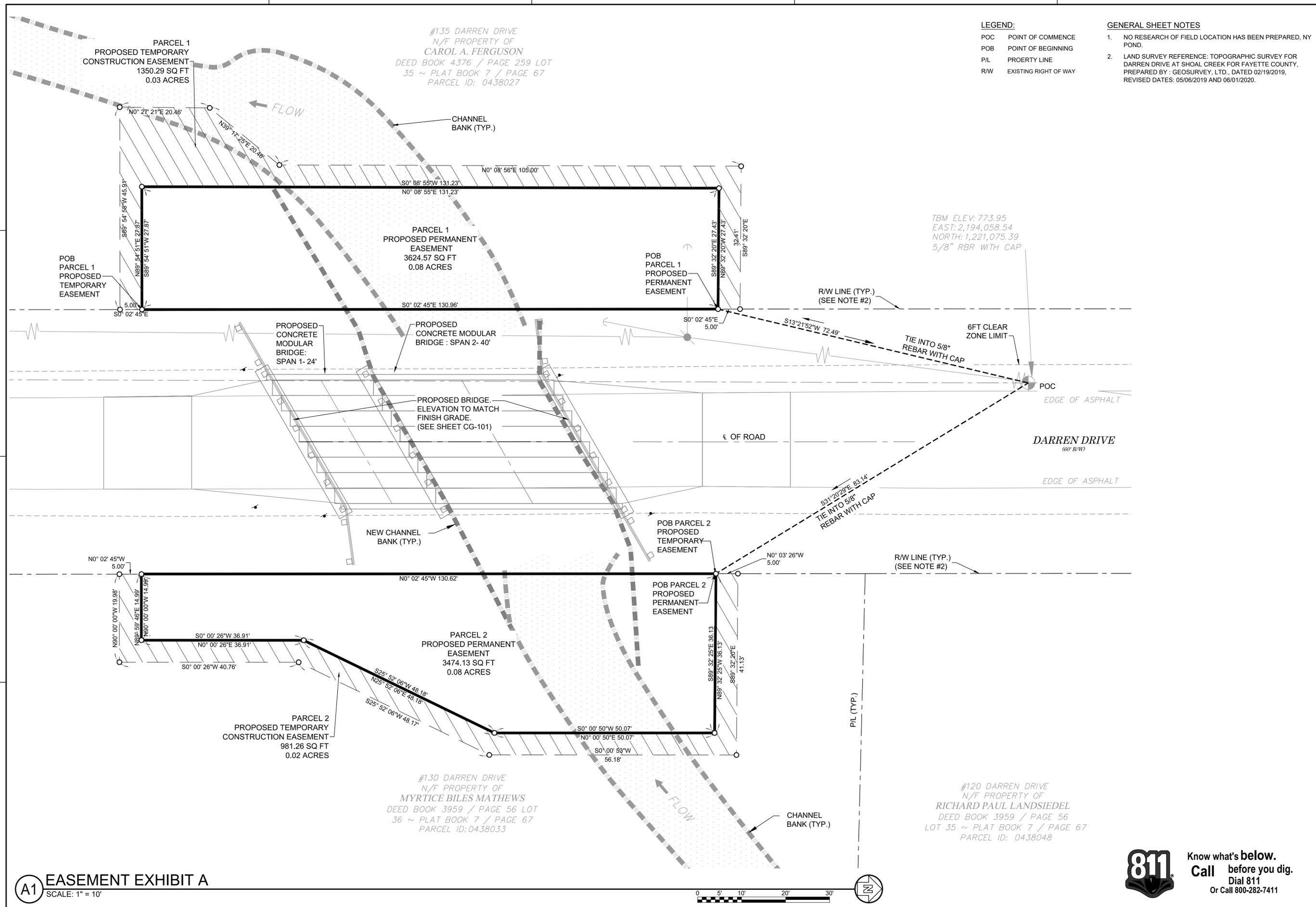


 **Project Location**

Fayette County SPLOST
130 Darren Drive - 19SBJ
Stormwater Culvert Replacement



FILE NAME: X:\FY19\11503691\03 - Darren Drive 130 Culvert Replacement\04_CAD_BIM\04.02_CAD\EASEMENT-EXHIBIT.dwg PLOTTED: Friday, July 17, 2020



LEGEND:
 POC POINT OF COMMENCE
 POB POINT OF BEGINNING
 P/L PROPERTY LINE
 RW EXISTING RIGHT OF WAY

GENERAL SHEET NOTES
 1. NO RESEARCH OF FIELD LOCATION HAS BEEN PREPARED, NY POND.
 2. LAND SURVEY REFERENCE: TOPOGRAPHIC SURVEY FOR DARREN DRIVE AT SHOAL CREEK FOR FAYETTE COUNTY, PREPARED BY: GEOSURVEY, LTD., DATED 02/19/2019, REVISED DATES: 05/06/2019 AND 06/01/2020.



MARK	COUNTY COMMENTS	DATE	APPR.
1		08/XX/2020	

DESIGNED BY: FAH	DATE: AUGUST 30, 2019
DRAWN BY: MDM	SOLICITATION NO.:
CHECKED BY: FAH	CONTRACT NO.:
FILE NAME: EASEMENT-EXHIBIT-101	FILE NUMBER: 1190369
SIZE: 22" x 34"	PLOT SCALE:
POND PROJECT NO. 1190369	PLOT DATE:

FAYETTE COUNTY
 140 STONEMALL AVE W, SUITE 203,
 FAYETTEVILLE, GA 30214

POND
 350 Peachtree Corners, GA 30092
 Phone: (770) 332-7740
 Fax: (770) 332-7744

**DARREN DRIVE
 CULVERT REPLACEMENT**
 FAYETTE COUNTY, GA, 30214

EASEMENT EXHIBIT A

SHEET IDENTIFICATION
E-101

A1 EASEMENT EXHIBIT A
 SCALE: 1" = 10'



811 Know what's below.
 Call before you dig.
 Dial 811
 Or Call 800-282-7411

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. Smith, County Clerk
 Marlena Edwards, Chief Deputy County Clerk

140 Stonewall Avenue West
 Public Meeting Room
 Fayetteville, GA 30214

MINUTES

July 23, 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 July 23, 2020 Board of Commissioners meeting to order at 6:30 p.m. A quorum of the Board was present. Commissioner Charles Rousseau attended the meeting virtually via Microsoft Teams as allowed during the pandemic.

Invocation and Pledge of Allegiance by Commissioner Eric Maxwell

Commissioner Eric Maxwell 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 Edward Gibbons seconded. The motion passed 5-0.

PROCLAMATION/RECOGNITION:**PUBLIC HEARING:**

Community Development Director Pete Frisina read the Introduction to Public Hearings for the Rezoning of Property into the record. 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 Petition No. 1291-20, Michael W. Harp, Owner, and Mark McCullough, Agent, request to rezone 3.005 acres from A-R to R-85 to develop one single-family residential lot; subject property located in Land Lot 247 of the 4th District and fronts on Goza Road.**

Mark McCullough, agent for Michael W. Harp, Owner, stated that the request was to rezone 3.005 acres from A-R to R-85 to develop one 3,000 plus square foot single-family residential lot.

Community Development Director Pete Frisina stated that both Planning and Zoning staff and Planning Commission recommended the request for approval.

No one spoke in favor or opposition.

Chairman Ognio asked if this tract had already been divided off the main tract.

Mr. Frisina stated, no it was not. He stated that if approved this would only allow for the rezoning of the 3.005 acres from A-R to R-85. He continued that the property owners would still have to go through the process of having the property platted.

Commissioner Maxwell asked what the zoning for the surrounding area was.

Mr. Frisina stated that the requesting property was surrounded by A-R zoning, however there was some smaller tract zoning in the general area. He stated that this was in an area within the Land Use Plan used to be a two-acre area, but when the Comprehensive Plan was updated in 2017 it was updated to three-acres. Mr. Frisina stated that the Land Use Plan gives consideration to three acres.

Commissioner Maxwell asked about the zoning of the homes across the street from the requesting property, as they seemingly looked smaller.

Mr. Frisina stated that these homes were probably all non-conforming lots that were created prior to the zoning being put in place in 1980 when the A-R zoning required five acres.

Commissioner Maxwell stated that the Board had approved, in the general area, three-acre lots for A-R zoning.

Mr. Frisina stated that the approval in that area was for one unit per three-acre density in terms of future land use. He continued that based on future land use, this petition request was compliant.

Commissioner Maxwell stated that he wanted to address a citizens' concern who thought the zoning for that area was five-acres.

Mr. Frisina stated that anything zoned A-R required five-acres. The Land Use Plan however, gave the option of going to something denser on a smaller lot if the outlined procedure was followed and the property was rezoned. Mr. Frisina stated that the Land Use Plan did not change the underlining zoning.

Commissioner Gibbons moved to approve Petition No. 1291-20, Michael W. Harp, Owner, and Mark McCullough, Agent, request to rezone 3.005 acres from A-R to R-85 to develop one single-family residential lot; subject property located in Land Lot 247 of the 4th District and fronts on Goza Road. Chairman Ognio seconded. The motion passed 5-0.

2. **Due to an error in the legal advertisement the following cannot be heard: Petition No. RP-076-20, William T. Murphy and Richard E. Carne, Owners, and Steven L. Jones, Agent, request to add property to Bay Chappell Farms Subdivision, create an additional lot in Bay Chappell Farms and change the principal use on a lot labeled Recreational Area to residential use.**

No action taken by the Board.

3. **Request to table Petition No. 1292-20, William T. Murphy, Owner, and Steven L. Jones, Agent, request to rezone 10.00 acres from A-R to R-72 to add property to the Bay Chappell Farms Subdivision; located in Land Lot 167 of the 4th District and fronts on Chappell Road to the August 27, 2020 Board of Commissioners meeting.**

Chairman Ognio moved to table this item to the August 27, 2020 BOC Meeting. The motion passed 5-0.

PUBLIC COMMENT:

CONSENT AGENDA:

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

4. Approval of the July 9, 2020 Board of Commissioners Meeting Minutes.

OLD BUSINESS:

NEW BUSINESS:

5. Consideration of staff's request to apply for a FEMA/GEMA (Federal Emergency Management Agency/Georgia Emergency Management Agency) Hazard Mitigation Grant to replace the emergency generator for the Crosstown Water Treatment Plant.

Water System Director Vanessa Tigert stated that the purpose of this item was to ask for permission from the Board to apply for a FEMA/GEMA (Federal Emergency Management Agency/Georgia Emergency Management Agency) Hazard Mitigation Grant to replace the emergency generator for the Crosstown Water Treatment Plant. She noted that this grant would save the County approximately \$425,000.

Commissioner Gibbons moved to approve of staff's request to apply for a FEMA/GEMA (Federal Emergency Management Agency/Georgia Emergency Management Agency) Hazard Mitigation Grant to replace the emergency generator for the Crosstown Water Treatment Plant. Vice Chairman Oddo seconded. The motion passed 5-0.

6. Consideration of proposed signalized R-CUT and roundabout concept for State Route 92 and Hampton Road intersection improvements in the Town of Woolsey.

Public Works Director Phil Mallon noted that this was a 2004 SPLOST project. Mr. Mallon stated that these were aged projects and noted that any project outlined in the Transportation Plan prepared in 2003 were eligible projects. Mr. Mallon stated that back in 2018 and updated in 2019, the Board comprised a list of projects that would be prioritized for spending the remaining 2004 SPLOST funds. He stated that over the past eighteen months this project had developed from an idea to the concept stage. The budget approved by the Board for this project was \$3M and the location of this project was at State Route 92 and Hampton Road intersection in the Town of Woolsey. Mr. Mallon stated the issues with this intersection was because Hampton Road was offset by about 560 feet; during peak hours there would be considerable traffic queued up to turn onto or off State Route 92. He stated that there were also safety concerns and that there had been about 42 accidents in a 5-years period. He stated that although the growth rate within Fayette County was well controlled, there was a lot of growth being discussed in Henry County specifically in the Hampton Road and Atlanta Motor Speedway areas. Mr. Mallon stated that Fayette County staff, the Town of Woolsey, the Georgia Department of Transportation (GDOT) and Fayette County's Engineer-of-Record, have been collecting traffic data and considering options for improvements at this location. The alternative improvements were evaluated as part of an Intersection Control Evaluation (ICE) analysis which included new road construction, realignment of Hampton Road, the addition of one or two traffic signals, the use of one oblong roundabout, an all-way stop control, and the addition of just turn lanes. He stated that the improvements mentioned were ruled out for one reason or another with one main reason being the overall project budget. He continued that consideration was given to the community of Woolsey and a concept that the community would benefit from and support was the goal. This was a State Route and the project had to meet all Georgia Department of Transportation (GDOT) criteria. The goal was to reduce crashes by adding safety improvements, the project had to include adequate operational characteristics and provide a good level of service now and into 2042 and minimize property impacts. Mr. Mallon stated that the proposed signalized R-CUT and roundabout concept was the concept that was being recommended.

Mr. Mallon stated that if approved by the Board the next stage of the project was to proceed with full design which would be completed with Croy Engineering, Fayette County's Engineer-of-Record. Mr. Mallon stated that the conceptual cost estimate was \$3,110,400.

Commissioner Maxwell asked about the analysis of travelers making left hand turns.

Mr. Mallon stated that although there were travelers that make that left hand turn, the number of travelers making left hand turns was not significant. He stated that this concept offered the best combination of improvements to safety and traffic operations, right-of-way impacts and cost.

Commissioner Gibbons moved to approve proposed signalized R-CUT and roundabout concept for State Route 92 and Hampton Road intersection improvements in the Town of Woolsey. Chairman Ognio seconded. The motion passed 5-0.

7. Consideration of staff's recommendation to award the annual bid #1838-B to C.W. Matthews of Tyrone as primary vendor and E.R. Snell as secondary vendor for asphalt services for fiscal year 2021, with a not-to-exceed contract amount of \$1,571,000.

Commissioner Gibbons moved to approve of staff's recommendation to award the annual bid #1838-B to C.W. Matthews of Tyrone as primary vendor and E.R. Snell as secondary vendor for asphalt services for fiscal year 2021, with a not-to-exceed contract amount of \$1,571,000. Vice Chairman Oddo seconded. The motion passed 5-0.

ADMINISTRATOR'S REPORTS:

Hot Projects

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 Dogwood Trail culvert replacement project which was expected to be completed in August but could be completed earlier, and the Kenwood Road culvert replacement project which was also expected to be completed in August, as well as an update regarding Fire Station #2 and #4.

Department of Family and Children Services (DFACS) Board

Mr. Rapson stated that there was a vacancy with the Department of Family and Children Services (DFACS) Board and a selection Committee was needed.

Chairman Ognio moved to appoint Commissioner Gibbons and Vice-Chairman Oddo to the Selection Committee for the Department of Family and Children Services (DFACS). Commissioner Maxwell seconded. The motion passed 5-0.

ATTORNEY'S REPORTS:

Notice of Executive Session: County Attorney Dennis Davenport stated that there was one item of pending litigation, one item of threatening litigation, and the review of the Executive Session minutes for July 9, 2020.

COMMISSIONERS' REPORTS:

Commissioner Rousseau

Commissioner Rousseau thanked the Board for their calls of concern and outreach and noted that all was well with him.

Commissioner Rousseau read the following into the record:

"Tonight, many of us are still mourning the loss of two trailblazing giants of the civil and human rights era in this country. The Honorable Congressman John Lewis and Reverend Dr. C.T. Vivian who recently transitioned beyond the earthly realm. These men died during such a time when our nation is fighting an enemy called COVID-19. This enemy is wreaking havoc on people, families and neighborhoods around the world. This killer virus is taking far too many lives as we struggle to eradicate its damaging effects. This enemy is lurking in the shadows and it does not discriminate and is largely unseen. I find it extremely interesting, unlike COVID-19, these men were fighting multiple known enemies. These men were fighting the virus associated with racism, the virus of hate and the virus of indifference. Not only could they see these viruses- or these diseases, they could

feel their effects from their fellow citizens and from the very institutions that are supposed to be the tenets of our republic. The tenets that state all men are created equal and the basic tenants that states with liberty and justice for all were regularly and systematically denied to them. This particularly cruel virus of racism and terror were reserved for a certain group of people. The virus known as segregation, the virus known as voting right denial and a host of other viruses were their sworn enemies. These brave men pledged to find a cure, tried to inoculate America with love and the power of the Holy Spirit. I'll admit with a large degree of trepidation, they both got to see some of the fruits of their labor. Yet the institutional racism and indifference that they fought against has not and we have not found a full proof cure, as of yet. So tonight, I ask that we as a community do everything in our power to not just fight the COVID-19 virus as a collective force but we recommit ourselves to fighting the virus' of racism, hate and indifference that appears to be reemerging unabated.

Thank you for your service Congressman Lewis and Reverend Dr. C.T. Vivian. And in the words of the scriptures, and I'm paraphrasing, 'Well done thy good and faithful servants.'"

Chairman Ognio

Chairman Ognio encouraged Fayette County citizens who had not already done so to participate in the 2020 Census. Chairman Ognio also encouraged citizens with concerns related to Fayette County Schools to contact and reach out to their School Board representative the Fayette County Board of Education handles all issues related to school and education within County.

EXECUTIVE SESSION:

One item of pending litigation, one item of threatening litigation, and the review of the Executive Session minutes for July 9, 2020. Vice Chairman Oddo moved to go into Executive Session. Commissioner Gibbons seconded. The motion passed 5-0.

The Board recessed into Executive Session at 7:18 p.m. and returned to Official Session at 7:32 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. Commissioner Gibbons seconded the motion. The motion passed 5-0.

Approval of the August 22, 2019 Executive Session Minutes: Chairman Ognio moved to approve the July 9, 2020 Executive Session Minutes. Vice Chairman Oddo seconded. The motion passed 4-0-1, Commissioner Rousseau abstained.

ADJOURNMENT:

Chairman Ognio moved to adjourn the July 23, 2020 Board of Commissioners Meeting. Vice-Chairman Oddo seconded. The motion passed 5-0.

The July 23, 2020 Board of Commissioners Meeting adjourned at 7:33 p.m.

Marlena Edwards, Chief 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 13th day of August 2020. Referenced attachments are available upon request at the County Clerk's Office.

Marlena Edwards, Chief Deputy County Clerk

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of the Public Facilities Authority Selection Committee's recommendation to re-appoint Alice Reeves to the Public Facilities Authority to serve two consecutive one-year terms beginning July 24, 2020 and expiring July 23, 2022, as permitted in Policy 100.19; Board Appointments.

Background/History/Details:

The Public Facilities Authority is a volunteer body, comprised of three (3) individuals who are appointed to one-year terms by the Fayette County Board of Commissioners.

Some of the duties include, but are not limited to, the acquisition, construction, equipping, maintaining, and operating of building and facilities, including facilities constituting a storm-water management system, and to sell or lease any or all such properties. The Public Facilities Authority meets infrequently, on an as-needed basis, approximately once a year. Ms. Reeves has served one term and is the current Vice Chair.

The Selection Committee consisted of Sheryl Weinmann, Chief Financial Officer, Lee Ann Bartlett, Assistant Chief Financial Officer and Tameca Smith, County Clerk. It is the recommendation of the Selection Committee to extend the re-appointment for the next successive term. Board Policy 100.19 states, "If less than one year remains at the time an individual is appointed to fill such a vacancy, that individual shall also be reappointed to the position for the next successive term."

What action are you seeking from the Board of Commissioners?

Approval to re-appoint Alice Reeves to the Public Facilities Authority to serve two consecutive one-year terms beginning July 24, 2020 and expiring July 23, 2022, as permitted in Policy 100.19; Board Appointments.

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:



RECEIVED
SEP 11 2019
BY: [Signature]

APPLICATION FOR APPOINTMENT
Fayette County Public Facilities Authority

Fayette County's **Public Facilities Authority** was established by the Fayette County Board of Commissioners and approved by act by the Georgia General Assembly. The Public Facilities Authority is comprised of three (3) members who shall be residents of Fayette County and who shall be appointed by the Board of Commissioner of Fayette County. The members of the Authority shall be appointed to serve for a term of one (1) year from the date of such appointment and until their successors shall have been selected and appointed.

Meetings are held on an as-needed basis, and generally not more than once a year. Said meetings take place at the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

Please take a few minutes to complete the application and return it with a resume, if available, to Tameca White, County Clerk, at twhite@fayettecountyga.gov or 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 **no later than 5:00 p.m. on Friday, September 20, 2019.**

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 Alice Reeves

ADDRESS 201 Flat Creek Trail
Fayetteville GA 30214

TELEPHONE (home) n/a

(cell) [Redacted]

(email address) Alice@AcctResources.com

Alice Reeves
Signature

09/06/19
Date



APPLICATION FOR APPOINTMENT
Fayette County Public Facilities Authority

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

59 yrs

2. Why are you interested in serving on the Public Facilities Authority?

As the fifth generation of my family to call Fayette Co home, I'd like to see it continue strong for future generations.

3. What qualifications and experience do you possess that should be considered for appointment to the Public Facilities Authority?

As a business owner, I understand the need for this type of authority.

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

Owner of Accounting Resources

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

no

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

no

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

no

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

yes

9. What is your vision of the county's future related to the duties of the Public Facilities Authority?

Managed growth along with managed debt has worked well for our County. I'd like to see that continue.

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

no

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

Mary Parrott is my sister-in-law



APPLICATION FOR APPOINTMENT
Fayette County Public Facilities Authority

12. Describe your current community involvement.

I'm the President of the Fayette Co. Historical Society
and past president of the American Business Women's Assoc.

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

yes

Bel member Coweta Fayette
EMC Trust Board.

14. Is there any reason you would not be able to comply with the ordinance?

no

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of the Public Facilities Authority Selection Committee's recommendation to re-appoint Edward Outlaw to the Public Facilities Authority to serve two consecutive one-year terms beginning July 24, 2020 and expiring July 23, 2022, as permitted in Policy 100.19; Board Appointments.

Background/History/Details:

The Public Facilities Authority is a volunteer body, comprised of three (3) individuals who are appointed to one-year terms by the Fayette County Board of Commissioners.

Some of the duties include, but are not limited to, the acquisition, construction, equipping, maintaining, and operating of building and facilities, including facilities constituting a storm-water management system, and to sell or lease any or all such properties. The Public Facilities Authority meets infrequently, on an as-needed basis, approximately once a year. Mr. Outlaw has served one term and is the current Chairman of the Public Facilities Authority.

The Selection Committee consisted of Sheryl Weinmann, Chief Financial Officer, Lee Ann Bartlett, Assistant Chief Financial Officer and Tameca Smith, County Clerk. It is the recommendation of the Selection Committee to extend the re-appointment for the next successive term. Board Policy 100.19 states, "If less than one year remains at the time an individual is appointed to fill such a vacancy, that individual shall also be reappointed to the position for the next successive term."

What action are you seeking from the Board of Commissioners?

Approval to re-appoint Edward Outlaw to the Public Facilities Authority to serve two consecutive one-year terms beginning July 24, 2020 and expiring July 23, 2022, as permitted in Policy 100.19; Board Appointments.

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:



APPLICATION FOR APPOINTMENT
Fayette County Public Facilities Authority

Fayette County's **Public Facilities Authority** was established by the Fayette County Board of Commissioners and approved by act by the Georgia General Assembly. The Public Facilities Authority is comprised of three (3) members who shall be residents of Fayette County and who shall be appointed by the Board of Commissioner of Fayette County. The members of the Authority shall be appointed to serve for a term of one (1) year from the date of such appointment and until their successors shall have been selected and appointed.

Meetings are held on an as-needed basis, and generally not more than once a year. Said meetings take place at the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

Please take a few minutes to complete the application and return it with a resume, if available, to Tameca White, County Clerk, at twhite@fayettecountyga.gov or 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 **no later than 5:00 p.m. on Friday, September 20, 2019.**

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 Ed Outlaw

ADDRESS 218 Shadowood Lane
Peachtree City, GA 30269

TELEPHONE (home) 770-631-2734

(cell) [REDACTED]

(email address) ed@outlaw-consulting.com


 Signature

9/15/2019

Date



APPLICATION FOR APPOINTMENT
Fayette County Public Facilities Authority

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

I have been a resident of Peachtree City in Fayette County since 1998 (21 years).

2. Why are you interested in serving on the Public Facilities Authority?

I am interested in serving on the Public Facilities Authority to help our community and make Fayette County a better place to live.

3. What qualifications and experience do you possess that should be considered for appointment to the Public Facilities Authority?

I have financial experience as a tax incentive consultant and a CPA. Additionally, I have worked in the economic development area as part of my practice. I have experience as a Certified Energy Manager focusing on energy efficiency.

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

My past employment includes:

- President and Founder, Outlaw Consulting, 1998-present
- Partner, Consensus Energy, 2015 – present
- State and Local Tax Consultant, Deloitte, 1996-1998
- State and Local Tax Consultant, KPMG, 1995-1996
- Tax Consultant, Coopers & Lybrand, 1994-1995

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

While I do not have direct past experience related to the Public Facilities Authority, my experience with financial, economic development, energy, and tax consulting has provided me with background that would be helpful as an appointed member of the Authority.

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

No, I am not currently serving on a commission/board/authority, or in an elected capacity with any government. As described below, I am serving on 2 non-profit boards.

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

I have not attended any Public Facilities Authority meetings in the past.



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

Yes, I am willing to attend seminars or continuing education classes that can fit into my schedule.

9. What is your vision of the county's future related to the duties of the Public Facilities Authority?

The Public Facilities Authority should help secure, finance and maintain facilities in a cost-effective way to serve the needs of Fayette County government and citizens.

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

I do not foresee any conflicts of interest between my family/employment and serving on the Public Facilities Authority.

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

I am not related to a County Elected Official or County Employee.

12. Describe your current community involvement.

I have been very involved in community service, both locally and more broadly. In particular:

- I have been a member of the Rotary Club of Peachtree City for over 20 years with positions including the following:
 - President, 2014-2015
 - Assistant Governor, 2016-2018
 - Dragon Boat Committee Member and trainer
 - Treasurer
 - Director of International Service
 - Interact Chair
- I currently chair the board of the Georgia Rotary Districts Character Education Program, Inc. (The organization that runs the Georgia Laws of Life Essay Contest).
- I currently serve on the board of Music In Common, Inc.

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

Yes, I have been given a copy of the county Ethics Ordinance

14. Is there any reason you would not be able to comply with the ordinance?

I do not see any reason why I would not be able to comply with the county Ethics Ordinance.

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of the Public Facilities Authority Selection Committee's recommendation to re-appoint Thomas Gray to the Public Facilities Authority to serve two consecutive one-year terms beginning July 24, 2020 and expiring July 23, 2022, as permitted in Policy 100.19; Board Appointments.

Background/History/Details:

The Public Facilities Authority is a volunteer body, comprised of three (3) individuals who are appointed to one-year terms by the Fayette County Board of Commissioners.

Some of the duties include, but are not limited to, the acquisition, construction, equipping, maintaining, and operating of building and facilities, including facilities constituting a storm-water management system, and to sell or lease any or all such properties. The Public Facilities Authority meets infrequently, on an as-needed basis, approximately once a year. Mr. Gray has served one term and is the current Secretary/Treasurer of the Public Facilities Authority.

The Selection Committee consisted of Sheryl Weinmann, Chief Financial Officer, Lee Ann Bartlett, Assistant Chief Financial Officer and Tameca Smith, County Clerk. It is the recommendation of the Selection Committee to extend the re-appointment for the next successive term. Board Policy 100.19 states, "If less than one year remains at the time an individual is appointed to fill such a vacancy, that individual shall also be reappointed to the position for the next successive term."

What action are you seeking from the Board of Commissioners?

Approval to re-appoint Thomas Gray to the Public Facilities Authority to serve two consecutive one-year terms beginning July 24, 2020 and expiring July 23, 2022, as permitted in Policy 100.19; Board Appointments.

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:



RECEIVED
SEP 11 2019
BY: [Signature]

APPLICATION FOR APPOINTMENT
Fayette County Public Facilities Authority

Fayette County's **Public Facilities Authority** was established by the Fayette County Board of Commissioners and approved by act by the Georgia General Assembly. The Public Facilities Authority is comprised of three (3) members who shall be residents of Fayette County and who shall be appointed by the Board of Commissioner of Fayette County. The members of the Authority shall be appointed to serve for a term of one (1) year from the date of such appointment and until their successors shall have been selected and appointed.

Meetings are held on an as-needed basis, and generally not more than once a year. Said meetings take place at the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

Please take a few minutes to complete the application and return it with a resume, if available, to Tameca White, County Clerk, at twhite@fayettecountyga.gov or 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 **no later than 5:00 p.m. on Friday, September 20, 2019.**

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 Thomas J. Gray (Tom)

ADDRESS 140 Stone Creek Ct.
Fayetteville GA 30215

TELEPHONE (home) 770-460-6513

(cell) [Redacted]

(email address) [Redacted]

[Signature]
Signature

9/11/19
Date



APPLICATION FOR APPOINTMENT
Fayette County Public Facilities Authority

1. How long have you been a resident of Fayette County?
30 years
2. Why are you interested in serving on the Public Facilities Authority?
yes
3. What qualifications and experience do you possess that should be considered for appointment to the Public Facilities Authority?
work in finance and accounting.
4. List your recent employment experiences to include name of company and position.
Fayette County School System
5. Do you have any past experience related to this position? If so, please describe.
Employment in finance + accounting.
6. Are you currently serving on a commission/board/authority or in an elected capacity with any government?
no
7. Have you attended any Public Facilities Authority meetings in the past two years and, if so, how many?
no
8. Are you willing to attend seminars or continuing education classes at county expense?
yes
9. What is your vision of the county's future related to the duties of the Public Facilities Authority?
Help advise the county to best secure funding for capital projects + related debt.
10. Would there be any possible conflict of interest between your employment or your family and you serving on the Public Facilities Authority?
no
11. Are you in any way related to a County Elected Official or County employee? If so, please describe.
no



APPLICATION FOR APPOINTMENT
Fayette County Public Facilities Authority

12. Describe your current community involvement.

Treasurer for church

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

yes

14. Is there any reason you would not be able to comply with the ordinance?

no

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of staff's request to accept the Coronavirus Relief Fund (CRF) Terms and Conditions and apply for the Corona Virus Relief Fund (CRF) Grant Funding payments through the Governor's Office of Planning and Budget (OPB), GeorgiaCARES.

Background/History/Details:

Through acceptance of these Terms and Conditions, Fayette County Board of Commissioners certifies that it possesses legal authority to enter into this Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement.

Page 4, Sections 1.3 and 1.4, of the CRF Terms and Conditions discuss the Legal Authority and the terms of Grant Acceptance (attached).

Page 2 of Phase One CARES letter from the Governor's Office (attached) discusses the strict guidelines for funding and allowing the State of Georgia to transfer funds to local governments due to the public health emergency. The CARES letter also includes the anticipated distribution to Fayette County as part of the Phase One funding - \$2,720,771. As noted on the attachment, Phase One will be funded in two parts - Advanced funding 30%; \$816,231 and reimbursement funding 70%; \$1,904,540, totaling \$2,720,771. Funding requests, along with the supporting documentation, must be submitted through the CARES portal by September 1, 2020.

What action are you seeking from the Board of Commissioners?

Approval to accept the Coronavirus Relief Fund (CRF) Terms and Conditions and apply for the Corona Virus Relief Fund (CRF) Grant Funding payments through the Governor's Office of Planning and Budget (OPB), GeorgiaCARES.

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
OFFICE OF THE GOVERNOR
ATLANTA 30334-0090

Brian P. Kemp
GOVERNOR

June 29, 2020

Dear City and County Leaders:

These are indeed unprecedented times. Thank you for your continued hard work in protecting the health and safety of the citizens of this state. Responding to and mitigating the COVID-19 pandemic have required close collaboration between all levels of government, our healthcare system, and the many private companies that have dedicated time and resources to defeating the virus. As we continue our fight, we must also look towards recovery.

As you know, Congress passed the Coronavirus Aid, Relief, and Economic Security Act (“CARES” Act) on March 27, 2020 to provide vital resources to governments, businesses, and individuals in combating COVID-19. President Trump signed the Act into law, and his administration continues to provide guidance on the many federal funding streams included in the legislation.

Title V of the CARES Act created the Coronavirus Relief Fund (“CRF”) to provide financial resources to state and local governments. The U.S. Treasury (Treasury) provided Georgia approximately \$4.1 billion for coronavirus-related expenses based on the funding formula provided in the CARES Act. Treasury provided that up to 45% of Georgia’s funding could be transferred to local governments if the transfer qualifies as a necessary expenditure incurred due to the public health emergency.

The Governor’s Office, in conjunction with several partners such as the Governor’s Office of Planning and Budget and the State Accounting Office, will manage the disbursement process for the CRF. The plan for CRF allocations and disbursements is a phased, measured approach. It is critical that funding be released to cities and counties experiencing an immediate need as quickly as possible. It is also important that funding be disbursed equitably, but with the knowledge that some of our hardest-hit communities will need more assistance than others. I encourage cities and counties to work together to address expenses or challenges that cross jurisdictional lines.

The local government maximum share of funding is approximately \$1.8 billion. Five local governments with populations over 500,000 received direct allocations, leaving approximately \$1.23 billion remaining for additional allocations.

The first phase of funding will allocate 30% of the \$1.23 billion to local governments that did not receive a direct allocation and are not located in a county that received a direct allocation established on a per capita basis using U.S. Census Bureau’s vintage 2019 sub-county population (“Phase One”). These cities and

counties will have access to and be able to request 30% of Phase One funding immediately once the application portal is available. The remaining 70% will be available on a reimbursement basis. Phase One funding should be used by September 1, 2020, or it may be recalled and reallocated for other uses. Please note that funding can only be used for eligible expenses.

Cities in one of the four counties that received direct funding from Treasury – Cobb, Dekalb, Fulton, and Gwinnett- will be required to go to their county for funding. Treasury made their calculations based on population, and the populations of those cities were accounted for in the Treasury disbursement. Accordingly, these counties are encouraged to allocate funds to the cities within their county borders on the same per capita basis.

As Phase One funding is exhausted, additional program and disbursement criteria for the remainder of the \$1.23 billion will be developed and evaluated to ensure that there is flexibility to respond to the ongoing impact of the COVID-19 pandemic.

Phase One will require local governments to apply for the Phase One allocated funds (30% of \$1.23 billion). 30% of this allocation will be available for immediate advancement once the application and certifications are processed. Once the advance is received, local governments must begin providing documentation to support qualified expenditures.

The Treasury has provided strict guidelines for funding. States can transfer funds to local governments “provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act,” but “such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.”

Additionally, the Treasury has instructed that “funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.” All costs must be incurred before December 30, 2020 to qualify for funding. Additional details on eligible expenses and the timeline for submitting documentation will be provided.

How to Apply:

The state, working with our partners, will launch a portal for local governments which did not receive a direct allocation to apply. The designee in each local government will receive an email invitation allowing them to establish logon credentials and to apply. This portal will also be used to submit expenses in support of Phase One funding. This portal information, as well as additional information related to the process, program guidelines, and frequently asked questions, will be shared as soon as it becomes available. The Phase 1 allocations by city and county are attached.

Thank you for your tireless work for the residents in your communities. Georgia is committed to working together to address this recovery phase. We are committed to working through this process with you and our partners. We remain in this fight together.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Kemp". The signature is written in a cursive, slightly stylized font.

Governor Brian P. Kemp

Recipient	Population	Phase 1 Allocation	Phase 1 - 30% Advance
Fayette County			
Brooks town	559	\$29,262	\$8,779
Fayette County unincorporated	51,975	\$2,720,771	\$816,231
Fayetteville city	17,991	\$941,787	\$282,536
Peachtree City city	36,223	\$1,896,190	\$568,857
Tyrone town	7,506	\$392,922	\$117,877
Woolsey town	167	\$8,742	\$2,623
Floyd County			
Cave Spring city	1,070	\$56,012	\$16,804
Floyd County unincorporated	60,712	\$3,178,133	\$953,440
Rome city	36,716	\$1,921,998	\$576,599
Forsyth County			
Cumming city	6,547	\$342,720	\$102,816
Forsyth County unincorporated	237,705	\$12,443,307	\$3,732,992
Franklin County			
Canon city (pt.)	740	\$38,737	\$11,621
Carnesville city	601	\$31,461	\$9,438
Franklin County unincorporated	16,681	\$873,212	\$261,964
Franklin Springs city	1,192	\$62,398	\$18,720
Lavonia city (pt.)	2,200	\$115,165	\$34,549
Martin town (pt.)	16	\$838	\$251
Royston city (pt.)	1,919	\$100,455	\$30,137
Gilmer County			
East Ellijay city	569	\$29,786	\$8,936
Ellijay city	1,714	\$89,724	\$26,917
Gilmer County unincorporated	29,086	\$1,522,585	\$456,775
GlascocK County			
Edge Hill city	23	\$1,204	\$361
Gibson city	631	\$33,031	\$9,909
GlascocK County unincorporated	2,128	\$111,396	\$33,419
Mitchell town	189	\$9,894	\$2,968
Glynn County			
Brunswick city	16,256	\$850,964	\$255,289
Glynn County unincorporated	69,036	\$3,613,875	\$1,084,162
Gordon County			
Calhoun city	17,271	\$904,097	\$271,229
Fairmount city	736	\$38,528	\$11,558
Gordon County unincorporated	38,699	\$2,025,803	\$607,741
Plainville city	318	\$16,647	\$4,994
Ranger town	136	\$7,119	\$2,136
Resaca town	803	\$42,035	\$12,611
Grady County			
Cairo city	9,369	\$490,445	\$147,134
Grady County unincorporated	14,800	\$774,746	\$232,424
Whigham city	464	\$24,289	\$7,287
Greene County			
Greene County unincorporated	12,120	\$634,454	\$190,336
Greensboro city	3,304	\$172,957	\$51,887

CORONAVIRUS RELIEF FUND (CRF) TERMS AND CONDITIONS

About This Document

This agreement (the “Grant Agreement” or “Agreement”) is entered into between the State of Georgia (the “State”) and the undersigned grantee (“Grantee”) (hereinafter collectively referred to as the “Parties”). This Grant Agreement sets forth the terms and conditions applicable to payments distributed by the State in the form of a grant to Grantee, a local unit of government, from the Coronavirus Relief Fund (CRF) established within Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (hereinafter referred to as “Grant”). The Grantee’s official representative, whose signature appears below, will execute the interest and responsibilities of the Grantee.

These requirements are in addition to those that can be found within the grant management system administered by the Governor’s Office of Planning and Budget (“OPB”), GeorgiaCARES, to which the Grantee agrees when accepting the Grant. Other state and federal requirements and conditions may apply to the Grant, including but not limited to 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and applicable subparts; the State funding announcement under which Grant payments are distributed; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this Grant Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Agreement and in all cases, according to its fair meaning. The Grantee acknowledges that it and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

1. Definitions

1.1 As used in this Agreement, the following terms shall have the following meanings:

1. **“CARES Act”** means the federal Coronavirus Aid, Relief, and Economic Security Act of 2020.
2. **“Coronavirus Relief Fund”** or **“CRF”** means the fund established within Section 601 of the Social Security Act, as added by Section 5001 of the CARES Act.
3. **“GeorgiaCARES”** means the grant management system administered by OPB to facilitate distribution of Coronavirus Relief Funds to the Grantee.
4. **“Grant”** means the payments distributed by the State in the form of a grant to the Grantee from the Coronavirus Relief Fund.
5. **“Grant Agreement”** or **“Agreement”** means this agreement between the State of Georgia and the Grantee as defined by the Coronavirus Relief Fund Terms and Conditions and its incorporated documents.
6. **“Grantee”** means the undersigned local unit of government.
7. **“OPB”** means the Governor’s Office of Planning and Budget.
8. **“Parties”** means collectively the parties to this Agreement, namely, the State and the Grantee.
9. **“State”** means the State of Georgia.

2. General Requirements and Conditions

1.2 Applicability of Grant Agreement and Provisions

This Grant Agreement is subject to the additional terms, conditions and requirements of other laws, rules, regulations and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations and terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the Grant close-out, cooperation and provision of additional information, return of Grant funds, audit rights, records retention, public information and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

1.3 Legal Authority

The Grantee certifies that it possesses legal authority to enter into this Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement. As required by law, a resolution, motion or similar action has been or will be duly adopted or passed as an official act of the Grantee's governing body, authorizing the execution of this Grant Agreement and the acceptance of payments, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative, or their designee of the Grantee organization to act in connection with the Grant application and to provide such additional information as may be required.

Grantee hereby represents and warrants that it has the power and is duly authorized to enter into this Grant Agreement with regard to all matters described herein upon the terms set forth and that the persons executing this Agreement on behalf of Grantee are the authorized agents of Grantee for the purpose of executing this Agreement. The Parties acknowledge and agree that this Agreement constitutes a valid and legally binding obligation of each Party, enforceable in accordance with its terms.

1.4 Grant Acceptance

The state funding announcement remains an offer until the fully and appropriately executed copy of this Grant Agreement is received by OPB.

1.5 Performance Period

Funding has been authorized for eligible expenditures incurred between March 1, 2020 and December 30, 2020. The performance period for this Grant is from acceptance of this Grant Agreement to the liquidation date or December 30, 2020, whichever is earlier. All expenditures must be incurred and all services must be received within the performance period. The state will not be obligated to reimburse expenses incurred after the performance period and the Grantee shall return to OPB all funds received and not expended by the Grantee and approved by OPB on or before the performance period end date. A cost is incurred when the responsible unit of government has expended funds to cover the cost. The liquidation date for the Grant is predetermined by the State, see Section 6.7 for details.

1.6 General Responsibility

Per the CARES Act, CRF Grant funds may only be used to cover expenses that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. Were not accounted for in the budget most recently approved as of March 27, 2020 for the State or Grantee; and
3. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

The US Department of Treasury (Treasury) provided additional guidance on the permissible use of

Grant funds. The Grantee certifies compliance with this additional guidance by executing this Grant Agreement. Further explanation and examples can be found on Treasury's website at the following link: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>. Recipients of CRF Grant funds must also adhere to any applicable state statutes, rules, or regulations as applicable in the expenditure of these funds. In the event that one or more provisions of said applicable state statutes, rules, or regulations shall conflict with the applicable federal laws, rules, or regulations, the federal law, rule, or regulation shall control, however, in the event that the state statute, rule, or regulation is more restrictive it shall control.

The Grantee certifies compliance with these eligible expenses by executing this Grant Agreement, including the CARES Act Coronavirus Relief Fund Eligibility Certification Form in Exhibit C, which is attached hereto and incorporated for all purposes.

The Grantee is responsible for the integrity of the fiscal and programmatic management of the Grant project; accountability for all funds awarded; and compliance with state guidelines, policies and procedures and applicable federal and state laws and regulations.

The Grantee will maintain an appropriate Grant administration system to ensure that all terms, conditions and specifications of the Grant are met.

The Grantee agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report Grant data with accuracy, providing full accountability for revenues, expenditures, assets and liabilities. This system shall provide reasonable assurance that the Grantee is managing federal and state financial assistance programs in compliance with all applicable laws and regulations, including the reporting requirements outlined at <https://home.treasury.gov/system/files/136/IG-Coronavirus-Relief-Fund-Recipient-Reporting-Record-Keeping-Requirements.pdf>.

1.7 Amendments and Changes to the Grant Agreement

The state may make changes to the Grant. Changes include, but are not limited to, modifying the scope of the Grant project, adding funds to previously un-awarded cost items or categories, changing funds in any awarded cost items or category, de-obligating awarded funds or changing Grant officials. In the event the State determines that changes are necessary to the Grant award document after an award has been made, including changes to period of performance or terms and conditions, the Grantee will be notified of the changes in writing, and any such changes shall be documented in GeorgiaCARES.

The Grantee has no right or entitlement to payment or reimbursement with Grant funds. The Grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the state in excess of the availability of funds for initial payment and reimbursement as provided in the funding announcement. The Grantee agrees that any act, action or representation by either party, their agents or employees that purports to waive or alter the terms of this Grant Agreement or increase the maximum liability of the state is void unless an amendment to this Grant Agreement is consented to by both parties in writing and is documented in GeorgiaCARES. Notwithstanding this requirement, it is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and

shall become a part hereof as of the effective date of the rule, regulation or law.

1.8 Jurisdictional Cooperation

If the Grantee is a municipality, it may yield any portion of the payments it is eligible to receive pursuant to this Grant Agreement to the county within which it exists or if Grantee is a county, it may yield any portion of the payments it is eligible to receive pursuant to this Grant Agreement to a municipality within its geographical boundaries for eligible expenses. This may be accomplished in one of the following two ways:

1. By a Grant amendment, made by the state as described in Section 1.7, whereby funds are de-obligated from the Grantee and then added to previously un-awarded costs items or categories of the receiving jurisdiction's grant award; or
2. Upon written approval from the State and documentation of such approval in GeorgiaCARES, the Grantee may use funds pursuant to this Grant Agreement to subcontract with another political subdivision within its jurisdiction for eligible and necessary expenditures incurred due to the Coronavirus Disease 2019 (COVID-19) public health emergency. The Grantee is responsible for ensuring subcontractor eligibility, ensuring expenditures are appropriate, reporting expenditures in GeorgiaCARES and maintaining all required documentation.

1.9 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the Grantee acknowledges that the State of Georgia, OPB, and this Grant Agreement are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-71, *et seq* (ORA). The Grantee acknowledges that OPB will comply with the ORA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Georgia.

The Grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OPB, is subject to the ORA, whether created or produced by the Grantee or any third party, and the Grantee agrees that information not otherwise excepted from disclosure under the ORA will be available in a format that is accessible by the public at no additional charge to OPB or the State. The Grantee will cooperate with the State and OPB in the production of documents or information responsive to a request for information.

1.10 Remedies for Non-Compliance

If the State determines that the Grantee fails to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, a state plan or application, a notice of award, or any other applicable requirement, the State, in its sole discretion, may take actions including:

1. Imposing sanctions;
2. Temporarily withholding payments pending correction of the deficiency or imposing a corrective action plan intended to bring the Grantee into compliance with this Grant Agreement. A corrective action plan shall be a compulsory set of actions mandated by OPB that will ensure the Grantee will take certain actions to bring its jurisdiction into compliance with the terms of this Grant Agreement.

If the Grantee fails to complete any imposed corrective action plan within 60 days, OPB reserves the right to require the Grantee to return any previous Grant fund payments or reimbursements in a manner and timeframe as determined by OPB;

3. Requiring the Grantee to return or offset previous payments or reimbursements to OPB in a manner and timeframe as determined by OPB. By entering into this Grant Agreement Grantee specifically accepts and acknowledges that any noncompliance with the terms of this Grant Agreement shall entitle the State to implement this remedy, regardless of whether or not the previous payments or reimbursements were made for allowable costs;
4. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
5. Disallowing claims for reimbursement;
6. Wholly or partially suspending or terminating the Grant;
7. Prohibiting the Grantee from applying for or receiving additional funds for other grant programs administered by the State until repayment to OPB is made and any other compliance or audit finding is satisfactorily resolved;
8. Reducing the Grant award maximum liability of the state; or
9. Taking other remedies or appropriate actions.

If OPB elects to implement whole or partial suspension or termination of the Grantee's Grant in accordance with this Section of the Grant Agreement, the Grantee's costs resulting from Grant eligible expenditures incurred during any such suspension or after termination of the Grant are not allowable costs unless OPB expressly authorizes them either in the notice of suspension or termination or subsequently.

The State, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

The Grantee acknowledges and agrees that the State has the rights and remedies stated above and any other rights and remedies set forth in this Grant Agreement which are fair and reasonable and further acknowledges and agrees that no action taken by the State to assert or enforce any of these rights or remedies shall excuse the Grantee from performance of its obligations under this Agreement.

1.11 False Statements by Grantee

By acceptance of this Grant Agreement, the Grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Grant Agreement. If applicable, the Grantee will comply with the requirements of 31 U.S.C. § 3729-3733, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties or guarantees are false or if the Grantee signs or executes this Grant Agreement with a false statement or it is subsequently

determined that the Grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Grant Agreement, then the State may consider this action or activity a possible default under this Grant Agreement and may terminate or void this Grant Agreement for cause and pursue other remedies available to the State under this Grant Agreement and applicable law. False statements or claims made in connection with grants may result in fines, imprisonment and debarment from participating in federal grants or contracts and/or any other remedy available by law, potentially including the provisions of 31 U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

1.12 Conflict of Interest Safeguards

The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The Grantee will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this Grant Agreement in accordance with Title 45 Chapter 10 of the O.C.G.A., 18 U.S.C. § 666, 18 U.S.C. § 1031, and 2 C.F.R. § 200.318.

1.13 Fraud, Waste and Abuse

The Grantee acknowledges and assents that the State of Georgia shall not tolerate fraud, waste or misuse of funds received from any state entity (*See* Title 45 Chapter 10 of the O.C.G.A.) and that any violation of state or federal law, state policies or standards of ethical conduct shall result in penalties including, but not limited to, suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, remedies set forth in 2 C.F.R. § 200.338, and civil and/or criminal penalties.

In the event the Grantee becomes aware of any allegation or a finding of fraud, waste or misuse of funds received from OPB that is made against the Grantee, the Grantee is required to immediately report said allegation or finding to the U.S. Department of the Treasury Office of the Inspector General¹ and to OPB and must continue to inform OPB of the status of any such on-going investigations. The Grantee must also promptly refer to OPB as well as the appropriate federal authorities, including, but not limited to, the U.S. Department of the Treasury Office of the Inspector General, any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving award funds. Grantees must also immediately notify OPB in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OPB in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the Grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits or indictments to OPB.

¹ See 2 C.F.R. § 200.113. Disclosure, in a timely manner, to the Federal awarding agency or pass-through entity is mandatory for all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.338.

1.14 Termination of the Agreement

The State may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against the State, upon written notice to the Grantee. In the event the Grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, the State may, upon written notice to the Grantee, terminate this Grant Agreement for cause, without further notice or opportunity to cure. Such notification of termination for cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

The State and the Grantee may mutually agree to terminate this Grant Agreement at any time. The State, in its sole discretion, will determine if, as part of the agreed termination, the Grantee is required to return any or all of the disbursed Grant funds.

Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law or under this Grant Agreement, including those remedies listed at 2 C.F.R. § 200.207 and 2 C.F.R. § 200.338 – 200.342. Following termination by the State, the Grantee shall continue to be obligated to OPB for the return of Grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, the State may elect to reimburse the Grantee but any such reimbursement shall be limited to allowable costs incurred and paid by the Grantee prior to the effective date of termination, and any allowable costs determined by the State in its sole discretion to be reasonable and necessary to cost-effectively wind down the Grant. Termination of this Grant Agreement for any reason or the expiration of this Grant Agreement shall not release the parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

1.15 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF GEORGIA, OPB AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS OR OMISSIONS OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THIS GRANT AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE GEORGIA ATTORNEY GENERAL WHEN STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE GEORGIA ATTORNEY GENERAL. THE GRANTEE AND THE STATE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The Grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by the State, OPB, or their officers, regents, employees, agents, or contractors, of any privileges, rights, defenses, remedies, or immunities from suit and liability that OPB or the State may have by

operation of law.

1.16 Dispute Resolution

The parties' designees will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OPB, the Grantee shall continue performance and shall not be excused from performance during the period any breach of this Grant Agreement, claim or dispute is pending.

The laws of the State govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any action, suit, litigation, or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Superior Court of Fulton County, Georgia.

The Grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the court referenced above for the purpose of prosecuting and/or defending such litigation. The Grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the Grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

1.17 Liability for Taxes

The Grantee agrees and acknowledges that Grantee is entirely responsible for the liability and payment of **Grantee and Grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement**. The Grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance and workers' compensation. Neither OPB nor the State shall be liable to the Grantee, its employees, its agents or others for the payment of taxes or **the provision of unemployment insurance or workers' compensation or any benefit available to a State employee or employee of OPB**.

1.18 Required Assurances

The Grantee must comply with the applicable Grantee Assurances, which are attached hereto and incorporated for all purposes as Exhibit A.

1.19 System for Award Management (SAM) Requirements

The Grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency. These requirements include maintaining current registrations and the currency of the information in SAM. The Grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 C.F.R. § 25.

The Grantee will comply with 2 C.F.R. § 180 that implement Exec. Order 12549, 3 C.F.R. 189 (1986)

and Exec. Order 12689, 3 C.F.R. 235 (1989) that requires “a contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Exec. Order 12549, 3 C.F.R. 189 (1986) and Exec. Order 12689, 3 C.F.R. 235 (1989), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The Grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

The Grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, state or local governmental entity; the Grantee is in compliance with the State of Georgia statutes and rules relating to procurement; and the Grantee is not listed in the federal government’s terrorism watch list as described in federal Exec. Order 13224, 3 C.F.R § 2001 Comp. p. 49077.

1.20 No Obligation by Federal Government

The parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

1.21 Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail with return receipt requested, to a party hereto and shall be addressed to the person who signed the Grant Agreement on behalf of the party at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Grant Agreement.

If to Grantee: **Allocation for Fay**

Street Address

City

State

Zipcode

If to OPB: **Governor’s Office of Planning and Budget**

2 Capitol Square SW

Atlanta, Georgia 30334

cares@opb.georgia.gov

1.22 Force Majeure

Neither the Grantee nor the State shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to labor shortages

caused by strikes or lockouts, embargo, war, terrorism, flood, natural disaster. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

To the extent that the (1) Georgia State of Emergency relating to unlawful assemblage and violence, and (2) the Georgia Public Health States of Emergency relating to COVID-19, become more severe and lead to the impossibility to perform any obligation under this Grant Agreement, then riots and pandemic may be asserted as force majeure events.

1.23 Severability

If any provision of this Grant Agreement is rendered or declared illegal for any reason, or shall be invalid or unenforceable, this Grant Agreement shall be interpreted as though such provision was modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

3. Warranties

2.1 E-Verify

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 50-36-1 entitled “**Verification of Lawful Presence Within United States**” and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. § 1621, or for federal public benefits, defined in 8 U.S.C. § 1611, that is administered by an agency or a political subdivision of this State.

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 13-10-90 entitled “**Security and Immigration Compliance.**” This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees.

2.2 Compliance with Federal Law, Regulations and Executive Orders

Grantee represents and warrants that federal financial assistance funds will be used to fund this Grant Agreement. The Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures and directives.

2.3 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$150,000.

1. Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*

2. Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.
3. Grantee represents and warrants to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

2.4 Federal Water Pollution Control Act

Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*

Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.

Grantee represents and warrants that it shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

2.5 Energy Conservation

If applicable, Grantee represents and warrants that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

2.6 Procurement of Recovered Materials

Grantee represents and warrants that it shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

2.7 Copyright, Patents and Intellectual Property Rights

Grantee represents and warrants that it shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Unless otherwise provided by law, Grantee is subject to 35 U.S.C. § 200, *et seq.* All Grantee is subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. § 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

2.8 Federal Debt Status

Grantee represents and warrants they are and will be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances and benefit overpayments.

2.9 Terminated Contracts

Grantee represents and warrants it has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the Grantee does have such a terminated contract, the Grantee shall identify the contract and provide an explanation for the termination. The Grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2.10 Reporting Requirements

The Grantee represents and warrants that it shall provide adequate support for the expenditure of Grant funds in GeorgiaCARES. Financial documentation to support payment(s) shall be submitted in GeorgiaCARES no later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement. Financial documentation to support a request for reimbursement of expenditures must be submitted at the time of the request for reimbursement. Final financial documentation must be submitted in GeorgiaCARES on or before the grant liquidation date, as provided in Section 6.7, or the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

4. Property and Procurement Requirements

3.1 Property Management and Inventory

The Grantee must ensure equipment purchased with grant funds is used for the purpose of the grant and as approved by the State. The Grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under the grant.

The Grantee must account for any real and personal property acquired with grant funds or received from the federal government in accordance with 2 C.F.R. § 200.310 through 200.316 and 200.329. This documentation must be maintained by the Grantee, according to the requirements listed herein, and provided to the State upon request, if applicable.

When original or replacement equipment acquired under this award by the Grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or the State, the Grantee must make proper disposition of the equipment pursuant to 2 C.F.R. § 200.

The Grantee will maintain specified equipment management and inventory procedures for equipment, including replacement equipment, whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater. The equipment and inventory procedures

include, but are not limited to:

1. The Grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and accepted documentation and shall be available to the State at all times upon request.
2. The Grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
3. The Grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment. Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

3.2 Procurement Practices and Policies

The Grantee must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Procurement activities must follow the most restrictive of federal, state and local procurement regulations.

In the event that the Grantee uses subcontractors or contractors, the Grantee shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable federal and state laws.

3.3 Contract Provisions Under Federal Awards

All contracts made by the Grantee under a federal award must contain the provisions outlined in 2 C.F.R. § 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and 79 F.R. 75871 “Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.”

5. Audit and Records Requirements

4.1 Cooperation with Monitoring, Audits, Records Requirements, Assessments and Evaluations

All records and expenditures are subject to, and the Grantee agrees to comply with, monitoring, examinations, demand for documents, and/or audits conducted by any and all federal or state officials and auditors, including but not limited to, the U.S. Department of the Treasury Inspector General, OPB, the Georgia Department of Audits and Accounts, the State of Georgia Inspector General, and the Department of Community Affairs, or their duly authorized representatives or designees. The Grantee shall maintain, under GAAP or GASB, adequate records that enable federal and state officials and auditors to ensure proper accounting for all costs and performances related to this Grant Agreement.

4.2 Single Audit Requirements

Grantees that expend \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybkOl.htm>, and in accordance with 2 C.F.R. § 200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

In addition, Grantee must submit the audit report to the State, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 C.F.R. § 200(f), the Grantee shall provide OPB with written documentation showing that it has complied with the single audit requirements. The Grantee shall immediately notify OPB in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

4.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards or other compliance review reveals any discrepancies, inadequacies or deficiencies which are necessary to correct in order to maintain compliance with this grant agreement, applicable laws, regulations, or the Grantee's obligations hereunder, the Grantee agrees to propose and submit to OPB a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the Grantee's receipt of the findings. The Grantee's corrective action plan is subject to the approval of OPB.

The Grantee understands and agrees that the Grantee must make every effort to address and resolve all outstanding issues, findings or actions identified by federal or state officials and auditors through the corrective action plan or any other corrective plan. Failure to address these findings promptly and adequately may result in grant funds being withheld, other related requirements being imposed or other sanctions and penalties. The Grantee agrees to complete any corrective action approved by OPB within the time period specified by OPB and to the satisfaction of OPB, at the sole cost of the Grantee. The Grantee shall provide to OPB periodic status reports regarding the Grantee's resolution of any audit, corrective action plan, or other compliance activity for which the Grantee is responsible.

4.4 Records Retention

The Grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from the state under this grant agreement. Audit trails maintained by the Grantee will, at a minimum, identify the supporting documentation prepared by the Grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this grant agreement.

The Grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this grant agreement pursuant to 2 C.F.R. § 200.333 and state law. The Grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the

completion of this project's public objective; submission of the final expenditure report; or any litigation, dispute or audit. Records related to real property and equipment acquired with grant funds must be retained for seven (7) years after final disposition. OPB may direct the Grantee to retain documents for longer periods of time or to transfer certain records to OPB or federal custody when it is determined that the records possess long term retention value in accordance with retention schedules approved by the State Records Committee or the federal government.

6. Prohibited and Regulated Activities and Expenditures

5.1 Prohibited Costs

The following are nonexclusive examples of ineligible expenditures. These requirements are required by federal rule. Therefore, any question about their meaning or to what extent certain activities or action are allowed should be resolved by referencing the guidance provided by the United States Treasury Department²:

1. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. In accordance with Section 4.1 all records and expenditures are subject to review.
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

5.2 Political Activities

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

1. Unless specifically authorized to do so by federal law, grant recipients or their Grantee or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying

² See <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

2. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the Grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
3. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict or prevent the payment, loan or contribution of anything of value to a person or political organization for a political purpose.
4. As applicable, the Grantee and each contracting tier will comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the Grantee to pay any person to influence, or attempt to influence, an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any federal action concerning the award or renewal. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures must be forwarded from tier to tier up to the recipient.

7. Financial Requirements

6.1 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the CARES Act, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are residentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*). All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, the Grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 6.6.

Part One: Once a Grantee executes this Grant Agreement, the Grantee will be eligible to immediately request 30% of the total amount initially available to the Grantee specified in GeorgiaCARES pursuant to the funding announcement. Grantee must submit documentation to OPB through the GeorgiaCARES portal to support the drawdown of the advance amount provided in Section 7 of this Grant Agreement. All documentation for Part One expenditures must be submitted to OPB as soon as practical and without unreasonable delay, but in no case later than the grant liquidation date of September, 1, 2020 as provided by Section 6.7 of this Agreement.

Part Two: After a Grantee has submitted all Part One documentation in GeorgiaCARES and such

documentation has been approved and accepted, the Grantee will be authorized to submit requests for reimbursement against the remaining 70% of the allocation available, up to the total amount provided by Section 8 of the Grant Agreement, to the Grantee specified in GeorgiaCARES pursuant to the funding announcement. All documentation of expenditures reimbursed must be submitted in GeorgiaCARES prior to reimbursement, no request for reimbursement shall be accepted later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement.

The State may provide additional funds to Grantee beyond the total amount initially available to Grantee in Part One and Part Two above. **Such provision of additional funding will be at the State's discretion** and will be disbursed in accordance with a subsequent funding announcement. All terms and conditions of this Grant Agreement shall apply to any payments made pursuant to such funding announcement, unless otherwise provided therein.

To receive payments, a Grantee **must be an eligible vendor in the State Accounting Office's vendor management system**. Payments will be made via electronic funds transfer to the bank account associated with the vendor in the vendor management system. If sufficient progress is not made towards expenditure of advanced funds and/or the Grantee fails to meet reporting obligations, the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

6.2 Interest Bearing Accounts

The Treasury guidance referenced in Section 1.6 states the following:

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a **government's general account**, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

The Grantee shall record any and all interest accrued on Grant funds while Grantee is holding said Grant funds and shall report any such interest to OPB. The Grantee shall either provide documentation showing that said interest was used for allowable costs or remit all unused interest to OPB no later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement.

6.3 Reporting

The Grantee must provide adequate support for the expenditure of grant funds in GeorgiaCARES. The State, in its sole discretion, will determine whether supporting documentation is adequate. Financial documentation to support Part One payment(s) must be submitted in GeorgiaCARES on a monthly basis, no later than 15 days after the end of each month but can be submitted more often. Financial

documentation to support a request for reimbursement of expenditures must be submitted at the time of the request for reimbursement. Final financial documentation must be submitted in GeorgiaCARES on or before the grant liquidation date or the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

Grantee is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

If the total value of the Grantee's currently active grants, cooperative agreements and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Grantee must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. § 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

The Grantee shall complete any other reports as requested by OPB and cooperate and assist the State in complying with any and all federal tracking and reporting requirements.

6.4 Reimbursements

The State will reimburse the Grantee for the expenditure of actual and allowable allocable costs incurred and paid by the Grantee pursuant to this Grant Agreement and rules promulgated by the State for the purpose of determining reimbursable expenses. The State is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the Grantee prior to the commencement or after the termination of this Grant Agreement. The Grantee will pay contractors, vendors, suppliers, etc.

6.5 Refunds and Deductions

If the State determines that the Grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall return to OPB the amount identified by the State as an overpayment. The Grantee shall refund any overpayment to OPB within thirty (30) calendar days of the receipt of the notice of the overpayment from the State unless an alternate payment plan is specified by OPB. Refunds may be remitted to: **Governor's Office of Planning and Budget, 2 Capitol Square SW, Atlanta, Georgia 30334, Attention: Coronavirus Relief Fund Payments.**

6.6 Recapture of Funds

The discretionary right of the State to terminate under Section 1.14 notwithstanding, the State shall have the right to terminate this Grant Agreement and to recapture and be reimbursed for any payments made by the State: (i) that are not allowed under applicable laws, rules and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

6.7 Liquidation Period

The grant liquidation dates are as follows:

1. The grant liquidation date for the advanced 30% of the allocation is September 1, 2020.
2. The grant liquidation date for the remaining 70% reimbursable portion is September 1, 2020.

6.8 Project Close Out

The State will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the Grantee.

The Grantee must submit all financial, performance and other reports as required by the terms and conditions of this Grant Agreement.

The Grantee must promptly refund to OPB any balances of cash that the State paid in advance and that are not authorized to be retained by the Grantee for use in other projects.

8. Allocated Amount

Jurisdiction: Allocation for Fayette County

Advance Amount: \$816,231.30

Total Amount: \$2,720,771.01

9. Authorized User

The following list identifies the user(s) authorized to perform tasks in GeorgiaCARES on behalf of Grantee (Authorized User(s)). Any action carried out by an Authorized User in GeorgiaCARES is an action of the Grantee.

1. Authorized User One – Authorized Representative of Grantee (Required)

Name:
Title:
Email:
Phone Number:

2. Authorized User Two (Optional)

Name:
Title:
Email:
Phone Number:

[EXHIBITS AND SIGNATURE PAGE FOLLOW]

EXHIBIT A
Grantee Assurances

As the duly authorized representative of the Grantee, I certify that the Grantee:

1. Has the legal authority to request grant payments from the State of Georgia for federal funds appropriated pursuant to Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020), and the institutional, managerial and financial capability to ensure proper planning, management and completion of the project(s) contemplated by this application.
2. Shall give any and all federal or State officials and auditors, or their duly authorized representative or designee, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
3. Shall carry out all activities and endeavors with strict adherence to the Code of Ethics for Government Service as established within Title 45, Chapter 10 and Section 1 of the Official Code of Georgia Annotated and shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Shall initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation and certain testing entities, 44 U.S.C. § 12101-12213; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, *et seq.*), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.
6. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction subagreements.
7. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or

whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

8. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 1501-1508 and 7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
10. Shall comply with all applicable federal, State and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the appropriate authority to ensure compliance with applicable laws and regulations, including: federal EHP regulations, laws and executive orders; the National Environmental Policy Act; the National Historic Preservation Act; the Endangered Species Act; and the executive orders on floodplains (Exec. Order 11988, 3 C.F.R. 117 (1977), wetlands (Exec. Order 11990, 3 C.F.R. 121 (1977) and environmental justice (Exec. Order 12898, 59 Fed. Reg. 7629 (Feb. 16, 1994)). Failure of the Grantee to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.
11. Shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA, Exec. Order 11,738, 3 C.F.R. 799 (1971-1975).
12. Shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.
13. Shall comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. § 175-175c and comply with Exec. Order 13224, 60 Fed. Reg. 49079 (2001) and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
14. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
15. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Exec. Order 11514, 3 C.F.R. 902 (1966-1970) ; (b) notification of violating facilities pursuant to Exec. Order 11738, 3 C.F.R. 799 (1971-1975); (c) protection of wetlands pursuant to Exec. Order 11990, 3 C.F.R. 121 (1977); (d) evaluation of flood hazards in floodplains in accordance with Exec. Order 11988, 3 C.F.R. 117 (1977); (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401, *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of

1973, as amended (P.L. 93-205).

16. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
17. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Exec. Order 11593 3 C.F.R. 559 (1971-1975), (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1, *et seq.*).
18. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131, *et seq.*) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
19. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801, *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
20. Will comply with the requirements of Section 106(9) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) engaging in trafficking in persons during the period of time that the award is in effect (2) procuring a commercial sex act during the period of time that the award is in effect or (3) using forced labor in the performance of the award or subawards under the award.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 , "Audits of States, Local Governments, and Non-Profit Organizations."
23. Shall comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
24. Shall comply with all federal tax laws and is solely responsible for filing all required State and federal tax forms.
25. And its principals are eligible to participate and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, State or local governmental entity and it is not listed on a State or federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
26. Shall comply with all applicable federal and State Drug-Free Workplace laws and rules.
27. Shall comply with all applicable requirements of all other federal and State laws, executive orders, regulations and policies governing this program.

EXHIBIT B
Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and
Drug-Free Workplace Requirements

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 C.F.R. § 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 C.F.R. § 82, § 82.105 and 82.110, the applicant certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Exec. Order 12549, 3 C.F.R. 189 (1986), Debarment and Suspension, and implemented at 34 C.F.R. § 85, for prospective participants in primary covered transactions, as defined at 34 C.F.R. § 85, § 85.105 and 85.110--

- A. The Grantee certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the Statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610-

A. The Grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The Grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the Statement required by paragraph (a);

(d) Notifying the employee in the Statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the Statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying OPB, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

4. DRUG-FREE WORKPLACE (GRANTEE WHO IS AN INDIVIDUAL)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. §§ 85, 85.605, and 85.610.

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to OPB. Notice shall include the identification number(s) of each affected grant.

By: **Randy Ognio**
(Authorized Representative of Grantee)

Signature:

Title: **Chairman**

Date:

EXHIBIT C
Cares Act Coronavirus Relief Fund Eligibility Certification

I, Randy Ognio (Print Name), am the Chairman (Title) of Allocation for Fayette County (“County”/“Municipality”) and I certify that:

1. I have the authority on behalf of County/Municipality to request grant payments from the State for federal funds appropriated pursuant to Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).

2. I understand that the State will rely on this certification as a material representation in making grant payments to the County/Municipality.

3. I acknowledge that pursuant to Section 4.4 of this Agreement, County/Municipality must keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with Section 601(d) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).

4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury’s Inspector General, the Governor’s Office of Planning and Budget, the Georgia Department of Audits and Accounts, the State of Georgia Office of Inspector General, and the Department of Community Affairs, or representative or designee.

5. I acknowledge that County/Municipality has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.

6. I acknowledge and agree that County/Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.

7. I acknowledge that if County/Municipality has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.

8. I acknowledge that the County/Municipality’s proposed uses of the funds provided as grant payments from the State by federal appropriation under Section 601 of the Social Security Act will be used only to cover those costs that:

- a. Are necessary expenditures incurred due to the public health emergency and governor’s disaster declaration on March 14, 2020, as amended, with respect to the Coronavirus Disease 2019 (COVID-19);
- b. Were not accounted for in the budget most recently approved as of March 27, 2020, for County/Municipality; and
- c. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

9. I acknowledge that County/Municipality is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

By: **Randy Ognio**
(Authorized Representative of Grantee)

Signature:

Title: **Chairman**

Date:

Please initial by each exhibit, acknowledging you have received them, understand them, and agree to abide by them.

Exhibit A – Grantee Assurances

Exhibit B – Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements

Exhibit C – CARES Act Coronavirus Relief Fund Eligibility Certification

By signing below the Grantee acknowledges acceptance of the Grant, all terms and conditions of this Grant Agreement, and all exhibits to this Grant Agreement, and agrees to abide by all such terms and conditions.

By: **Randy Ognio**
(Authorized Representative of Grantee)

Signature:

Title: **Chairman**

Date:

SIGNATURE PAGE

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration to approve Ordinance 2020-07 for the purpose of dissolving the Public Arts Committee.

Background/History/Details:

By Ordinance 2016-02, the Fayette County Public Art Committee (FCPAC) was officially established by the Board of Commissioners. The purpose of the committee was to find ways to use art to enhance the County's reputation, to contribute to the civic environment, and to enrich the lives of citizens and visitors through the involvement of amateur and professional artists to integrate public artwork throughout Fayette County. The Fayette County Public Art Committee aimed to acquire, cultivate, and perform responsible stewardship of public art to enhance the dignity of the County through the commitment to artists and their disciplines as integral elements of economic vitality and development.

In 2017, the Board of Commissioners passed Ordinance 2017-10 to reduce the number of members necessary to achieve a quorum. Even though the number of members was reduced, the Arts Committee continues to have trouble making a quorum for a meeting.

What action are you seeking from the Board of Commissioners?

Approval of Ordinance 2020-07 for the purpose of dissolving the Public Arts Committee.

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 OF FAYETTE

STATE OF GEORGIA

ORDINANCE NO.

2020-___

AN ORDINANCE BY THE BOARD OF COMMISSIONERS FOR FAYETTE COUNTY TO PROVIDE FOR THE DISSOLVING OF THE ADVISORY COMMITTEE KNOWN AS THE FAYETTE COUNTY PUBLIC ARTS COMMITTEE; TO REPEAL ALL PROVISIONS WHICH FORMED THE PUBLIC ARTS COMMITTEE; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE; AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF FAYETTE COUNTY AND IT IS HEREBY ENACTED PURSUANT TO THE AUTHORITY OF THE SAME THAT DIVISION 4 OF ARTICLE VI OF CHAPTER 2 OF THE CODE OF ORDINANCES FOR FAYETTE COUNTY PERTAINING TO THE ESTABLISHMENT OF BOARDS AND COMMISSIONS BE REPEALED IN ITS ENTIRETY AS FOLLOWS:

Section 1. By deleting Division 4 with its attendant sections from Article VI of Chapter 2, and by inserting in lieu thereof the following:

DIVISION 4. Reserved.

Section 2. This ordinance shall take effect immediately upon its adoption by the Board of Commissioners of Fayette County.

Section 3. All other ordinances and parts of ordinances in conflict with this ordinance shall be deemed repealed.

SO ORDAINED this ____ day of _____, 2020.

**BOARD OF COMMISSIONERS OF
FAYETTE COUNTY, GEORGIA**

(SEAL)

By: _____
RANDY OGNIO, Chairman

ATTEST:

Tameca P. Smith, County Clerk

APPROVED AS TO FORM:

County Attorney

COUNTY OF FAYETTE

STATE OF GEORGIA

ORDINANCE NO.

2016- *02*

AN ORDINANCE BY THE BOARD OF COMMISSIONERS FOR FAYETTE COUNTY TO PROVIDE FOR AN ADVISORY COMMITTEE TO BE KNOWN AS THE FAYETTE COUNTY PUBLIC ARTS COMMITTEE; TO PROVIDE FOR TERMS OF OFFICE; TO PROVIDE FOR THE INITIAL MEMBERSHIP; TO PROVIDE FOR THE FILLING OF VACANCIES; TO PROVIDE FOR THE TAKING OF AN OATH; TO PROVIDE FOR A REQUIREMENT OF REGULAR MEETINGS; TO PROVIDE FOR REMOVAL OF MEMBERS; TO PROVIDE FOR COMPENSATION; TO PROVIDE FOR QUALIFICATIONS; TO PROVIDE FOR OFFICERS; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE; AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF FAYETTE COUNTY AND IT IS HEREBY ENACTED PURSUANT TO THE AUTHORITY OF THE SAME THAT ARTICLE VI OF CHAPTER 2 OF THE CODE OF ORDINANCES FOR FAYETTE COUNTY PERTAINING TO THE ESTABLISHMENT OF BOARDS AND COMMISSIONS BE AMENDED BY ADDING A NEW DIVISION TO PROVIDE FOR THE ESTABLISHMENT OF THE FAYETTE COUNTY PUBLIC ARTS COMMITTEE AS FOLLOWS:

Section 1. By adding a new division with appropriate sections to Article VI of Chapter 2 to be numbered and to be entitled as follows:

DIVISION 4. FAYETTE COUNTY PUBLIC ARTS COMMITTEE

Section 2. By adding a section to Division 4 creating the Fayette County Public Arts Committee to be numbered and to read as follows:

Sec. 2-501. Created; purpose and intent.

In order to make recommendations to the Board of Commissioners of Fayette County as to find ways to use art to enhance the County's reputation, to contribute to the civic environment, and to enrich the lives of citizens and visitors through the involvement of amateur and professional artists to integrate public arts throughout Fayette County. The Fayette County Public Arts Committee is hereby created and established and aims to acquire, cultivate, and perform responsible stewardship of public arts to enhance the dignity of the County through the commitment to artists and their disciplines as integral elements of economic vitality and development. The Fayette County Public Arts Committee offers opportunities and support to citizens, emerging students, amateur and professional artists, arts education resources, and public beautification arts projects. Its mission is to change the way our community approaches arts and culture. The goal of the Fayette County Public Arts Committee is to become a leader in the arts through conceptualizing, implementing, organizing, and executing art projects and programs for our citizens. The first order of business for the members of the Public Arts Committee is to formulate the vision and long-range goal(s) of the Public Arts Committee and to forward same to the Board of Commissioners within 60 days of the effective date creating the Public Arts Committee.

Section 3. By adding a section to Division 4 for the organization of the Fayette County Public Arts Committee to be numbered and to read as follows:

Sec. 2-502. Organization.

(a) Membership. The Fayette County Public Arts Committee shall consist of eleven (11) members appointed by the Board of Commissioners of Fayette County. To be eligible for appointment a candidate must be a Fayette County citizen.

(b) Terms. The terms of the members shall be for two (2) years, except that in the appointment of the first Fayette County Public Arts Committee under the terms of this section, five (5) members shall be appointed for a term of one (1) year, and six (6) members shall be appointed for a term of two (2) years. All successive terms shall be for two (2) years. The eleven (11) members shall be selected by the Board of Commissioners of Fayette County. The terms of all members shall begin on the first day of the month following the month in which the Public Arts Committee is activated. All members of the Fayette County Public Arts Committee shall, if necessary, hold over until their successors are appointed and qualified. The successors shall be appointed in the same manner as the initial members in the month immediately preceding the expiration of the members' respective terms of office. Any member of the Fayette County Public Arts Committee may be re-selected and re-appointed to serve a succeeding term.

(c) Oath of office. All persons who serve as a member of the Fayette County Public Arts Committee shall first execute and file with the County Clerk an oath obligating himself/herself to faithfully and impartially perform the duties of his/her office with such oath to be administered by the Chairman of the Board of Commissioners.

(d) Vacancies; removal. A vacancy in membership shall be filled for the unexpired term in the same manner as the members being replaced were selected. The

Board of Commissioners shall also have the power to remove any member of the Fayette County Public Arts Committee for cause by a majority vote of the members of Board of Commissioners.

(e) Compensation. All members shall serve without compensation but may be reimbursed for actual expenses incurred in connection with their official duties if such expenses are approved by the County Administrator.

(f) Quorum. Six (6) members of the Fayette County Public Arts Committee shall constitute a quorum. A vacancy on the Fayette County Public Arts Committee shall not impair the right of the quorum to exercise all rights and perform all the duties of the Fayette County Public Arts Committee.

(g) Meetings. The Fayette County Public Arts Committee shall meet on a regular basis with the meetings occurring the third Monday of each month. The Board of Commissioners shall provide a meeting room for the Fayette County Public Arts Committee.

(h) Project Concept. The Fayette County Public Arts Committee shall request approval from the Board of Commissioners for a project concept that provides a general description, location, and scope of the proposed project during a Board of Commissioners meeting. On any project concerning a call for artists or a permanent art feature, the Board of Commissioners shall give final approval on the winning artist's proposal prior to awarding the project and funding.

(i) Project Recommendations. The Fayette County Public Arts Committee shall fill out and complete a "Project Request Form" (Exhibit A), based upon the

approved project concept, for the Board of Commissioners' final consideration and approval.

(j) Public Arts Committee Minutes. The Fayette County Public Arts Committee shall provide approved meeting minutes of each Public Arts Committee meeting to the Fayette County Clerk.

(k) Any other committee in existence for the same purpose as the Public Arts Committee shall cease to exist on the first day of the calendar month subsequent to the effective date of this Ordinance.

Section 4. By adding a section to Division 4 for the election of a chairman and vice chairman, the issuance of bylaws, recommending body and allowable expenditures of the Fayette County Public Arts Committee to be numbered and to read as follows:

Sec. 2-503. Election of chairman and vice chairman; bylaws; miscellaneous.

The Fayette County Public Arts Committee shall elect a chairman and vice chairman from among its members who are not elected officials. Any chairman or vice chairman who announces or qualifies for an elected office shall be deemed disqualified to serve as chairman or vice chairman of the Public Arts Committee. The terms of the chairman and vice chairman shall be for one (1) year. The Fayette County Public Arts Committee shall appoint a secretary. The secretary does not have to be a member of the Fayette County Public Arts Committee. The Fayette County Public Arts Committee shall devise its own bylaws, which shall be supplied to the County Administrator and approved by the Board of Commissioners. The Fayette County Public Arts Committee shall be a recommending body and will provide its recommendations to the Board of Commissioners through its chairman. Any incidental expenditures of the Fayette County

Public Arts Committee shall be within the amounts appropriated for such purpose by the Board of Commissioners.

Section 5. By reserving additional sections for future use within this Division, sections 2-504 through 2-520.

Section 6. This ordinance shall take effect 60 days from its adoption by the Board of Commissioners of Fayette County.

Section 7. All other ordinances and parts of ordinances in conflict with this ordinance shall be deemed repealed.

SO ORDAINED this 10th day of March, 2016.

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY, GEORGIA

(SEAL)



By:

Charles W. Oddo
CHARLES W. ODDO, Chairman

ATTEST:

Floyd L. Jones
Floyd L. Jones, County Clerk

APPROVED AS TO FORM:

[Signature]
County Attorney

COUNTY OF FAYETTE

STATE OF GEORGIA

ORDINANCE NO.

2017- 10

AN ORDINANCE BY THE BOARD OF COMMISSIONERS FOR FAYETTE COUNTY TO PROVIDE FOR A REDUCTION IN THE MEMBERSHIP OF THE ADVISORY COMMITTEE KNOWN AS THE FAYETTE COUNTY PUBLIC ARTS COMMITTEE AS ESTABLISHED MARCH 10, 2016; TO PROVIDE FOR AMENDMENT TO THE TERMS OF THE REMAINING OFFICES; TO REDUCE THE NUMBER OF MEMBERS NECESSARY TO ACHIEVE A QUORUM; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE; AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF FAYETTE COUNTY AND IT IS HEREBY ENACTED PURSUANT TO THE AUTHORITY OF THE SAME THAT ARTICLE VI OF CHAPTER 2 OF THE CODE OF ORDINANCES FOR FAYETTE COUNTY, PERTAINING TO BOARDS AND COMMISSIONS, BE AMENDED AS IT PERTAINS TO THE MEMBERSHIP OF THE FAYETTE COUNTY PUBLIC ARTS COMMITTEE; THE TERMS OF THE MEMBERS OF THE FAYETTE COUNTY PUBLIC ARTS COMMITTEE; AND A QUORUM OF THE FAYETTE COUNTY PUBLIC ARTS COMMITTEE, AS FOLLOWS

Section 1. By amending Section 2-502(a), pertaining to “Membership,” of Article VI of Chapter 2 of the Fayette County Code of Ordinances, to be read as follows:

(a) Membership. The Fayette County Public Arts Committee shall consist of seven (7) members appointed by the Board of Commissioners of Fayette County. To be eligible for appointment a candidate must be a Fayette County citizen.

Section 2. By amending Section 2-502(b), pertaining to “Terms,” of Article VI of Chapter 2 of the Fayette County Code of Ordinances, to be read as follows:

(b) Terms. The terms of the members of the Fayette County Public Arts Committee shall be for two (2) years, except that upon adoption of this ordinance, four (4) members of the committee shall have terms expiring May 31, 2018; , three (3) members shall be appointed for a term of two (2) years with terms ending in 2019. (Exhibit A attached hereto sets forth the current and future Committee membership to Table 1 and Table 2 respectively.) All successive terms shall be for two (2) years. The seven (7) members shall be selected by the Board of Commissioners of Fayette County. The terms of all members shall begin on the first day of the month following the month in which the Public Arts Committee is activated. All members of the Fayette County Public Arts Committee shall, if necessary, hold over until their successors are appointed and qualified. The successors shall be appointed in the same manner as the initial members in the month immediately preceding the expiration of the members’ respective terms of office. Any member of the Fayette County Public Arts Committee may be re-selected and re-appointed to serve a succeeding term.

Section 3. By amending Section 2-502(f), pertaining to “Quorum,” of Article VI of Chapter 2 of the Fayette County Code of Ordinances, to be read as follows:

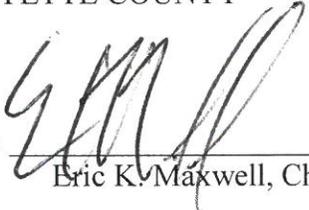
(f) Quorum. Four (4) members of the Fayette County Public Arts Committee shall constitute a quorum. A vacancy on the Fayette County Public Arts Committee shall not impair the right of the quorum to exercise all rights and perform all the duties of the Fayette County Public Arts Committee.

Section 4. This ordinance shall take effect immediately upon its adoption by the Board of Commissioners of Fayette County.

Section 5. All other ordinances and parts of ordinances in conflict with this ordinance shall be deemed repealed.

SO ORDAINED this 6th day of June, 2017.

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY

By: 
Eric K. Maxwell, Chairman

(SEAL)

ATTEST:


Tameca P. White, County Clerk

EXHIBIT A

This document is submitted in conjunction with the June 2017 ordinance to amend the membership of the Fayette County Public Arts Committee. The ordinance shall eliminate 5 seats on the Fayette County Public Arts Committee. The seats are to be eliminated as follows: the seats held by Robert Johnson, Sam Patton and Jennifer Johnson with terms expiring May 31, 2017; and the vacant seat belonging to Jeff Mellin, with a term expiring May 31, 2018. All appointments made in 2017 to fill shall be for two (2) year terms. The seat occupied by Ms. Donna Thompson and having an expiration in 2018 shall be converted to a seat expiring in 2019.

The Fayette County Public Arts Committee as it is currently constituted is set forth below in Table 1 which is hereby appended and made a part of this this Exhibit A. Th Fayette County Public Arts Committee as it will be constituted following the adoption of this ordinance is set forth in Table 2 which is hereby appended and made a part of this Exhibit A.

TABLE 1

CURRENT MEMBERSHIP OF THE FAYETTE COUNTY PUBLIC ARTS COMMITTEE
(PRIOR TO THE JUNE 2017 ORDINANCE ADOPTION BY THE FAYETTE COUNTY
BOARD OF COMMISSIONERS, TO REDUCE THE COMMITTEE SIZE)

Seat	Current Member	Term End	Status
1	OPEN (Charlie Cave)	2017	Open
2	Heather Cap	2017	Re-applied
3	Robert Johnson	2017	Not returning
4	Sam Patton	2017	Not returning
5	Jennifer Johnson	2017	Not returning
6	Rich Brown	2018	
7	Martha Akin	2018	
8	Jeff Mellin	2018	Resigned
9	Roger Sibaja	2018	
10	Kate LaFoy	2018	
11	Donna Thompson	2018	Returning

TABLE 2

RECONSTITUTED MEMBERSHIP OF THE FAYETTE COUNTY PUBLIC ARTS COMMITTEE (FOLLOWING THE JUNE 2017 ORDINANCE ADOPTION BY THE FAYETTE COUNTY BOARD OF COMMISSIONERS TO, REDUCE THE COMMITTEE SIZE)

Seat	Current Member	Term End	Status
1	OPEN	2019	Open
2	Heather Cap	2019	Re-applied
3	Donna Thompson	2019	appointed
4	Rich Brown	2018	
5	Martha Akin	2018	
6	Rogert Sibaja	2018	
7	Kate LaFoy	2018	

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration to authorize the development of a conceptual design for intersection improvements at Tyrone Road and SR 54 using 2017 SPLOST funds and allocation of \$700,000 of "possible federal aid corridor improvement" money to be allocated to the project.

Background/History/Details:

Fayette County's 2017 Transportation SPLOST allocated \$8,392,300 for "possible federal aid corridor improvements" and identified seven corridors eligible for funding. In 2019, Fayette County completed work on four corridor studies and the BOC authorized staff to seek federal aid for projects on SR 279 and Banks Road based on the results of the studies. Preliminary feedback from Atlanta Regional Commission (ARC) staff indicates Fayette County should receive funding for the SR 279 alignment project in FY 2021. Funding may or may not be programmed for Banks Road in the future.

Over several meetings in 2020, the Transportation Committee evaluated other recommendations from the 2019 Corridor Studies and ultimately recommended, at their July meeting, that two projects be funded and delivered: 1) intersection improvements at Tyrone Road and Flat Creek Trail; and 2) intersection improvements at Tyrone Road and SR 54. Staff would seek state and/or federal funds to offset the completion of both projects, but the intent is to fund 100% with 2017 SPLOST money if other funding is not provided. Funding of this project would not preclude Fayette County from seeking federal aid on other projects in response to future project solicitations by ARC.

The backup information for this request provides summary justification for the project. If approved, the next deliverable to the Board will be a concept and cost estimate for design, right-of-way, and construction.

What action are you seeking from the Board of Commissioners?

Approval of authorization for development of a conceptual design for intersection improvements at Tyrone Road and SR 54 using 2017 SPLOST funds, and allocation of \$700,000 of "possible federal aid corridor improvement" money to be allocated to the project.

If this item requires funding, please describe:

Funding would be required for all phases of the project. Public Works recommends \$700,000 of 2017 SPLOST money be encumbered for the project.

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:

2019 Corridor Studies Project Approval



Presentation to the Board of Commissioners
August 13, 2020

Phil Mallon
Public Works Director
Fayette County Public Works

Detailed Planning Studies from 2017 SPLOST Referendum

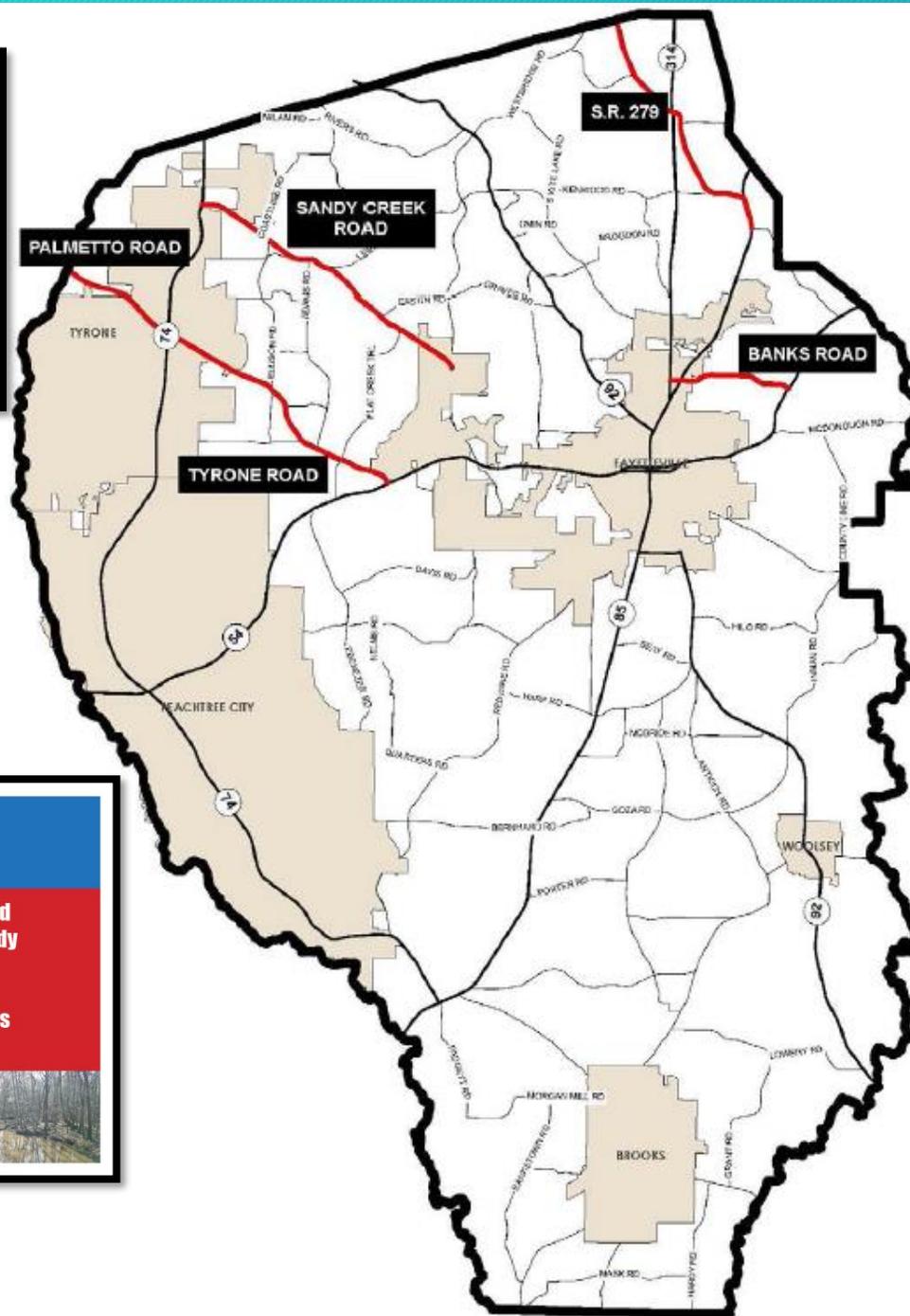




FAYETTE County
Create Your Story!

**Sandy Creek Road
Transportation Corridor Study**

Fayette County Public Works
2017 SPLOST No. 17 TAE
December 2019


FAYETTE County
Create Your Story!

**State Route 279
Transportation Corridor Study**

Fayette County Public Works
2017 SPLOST No. 17 TAT
December 2019





FAYETTE County
Create Your Story!

**Tyrone Road - Palmetto Road
Transportation Corridor Study**

Fayette County Public Works
2017 SPLOST No. 17 TAA
December 2019




FAYETTE County
Create Your Story!

**Banks Road
Transportation Corridor Study**

Fayette County Public Works
2017 SPLOST No. 17 TAP
December 2019




Recommendations



Recommended Projects from Four Studies

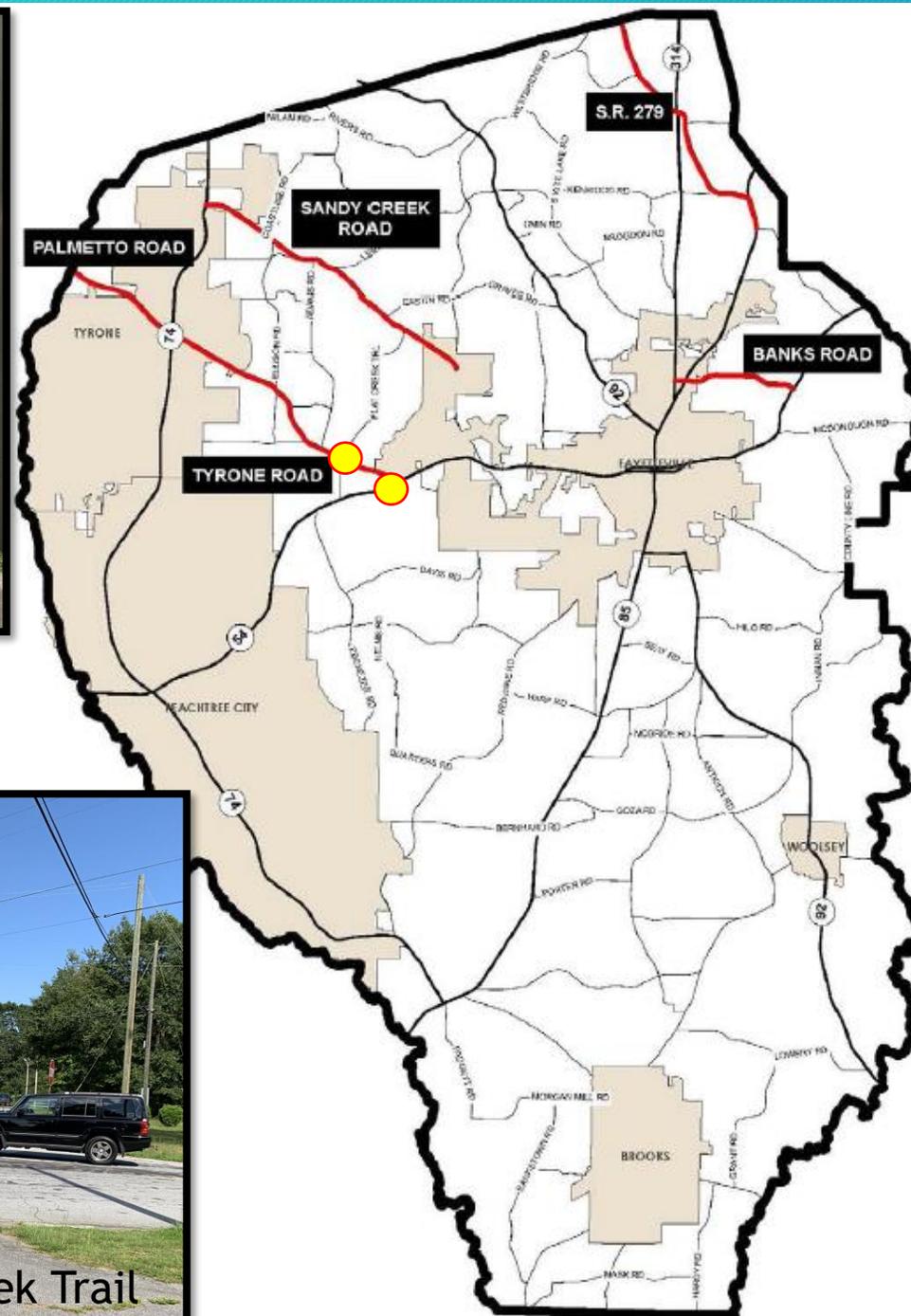
- Studies completed for Tyrone/Palmetto Roads, Sandy Creek Road, Banks Road and SR 279
- Over 20 project recommendations
- Widening, realignments, roundabouts, traffic signals, turn lanes, grading, safety, etc.
- Cumulative cost over \$54,000,000

Recommendations for Funding

- BOC approved three project applications to be submitted to ARC in the fall of 2019:
 - Alignment of SR 279 and Corinth Road at SR 85;
 - Multi-jurisdictional road resurfacing; and
 - Widening of Banks Road.
- Draft funding recommendations provided by ARC staff in May 2020.
- The Transportation Committee evaluated the remaining projects and recommends two projects be advanced with local funding.

Transportation Committee July 14, 2020 meeting:

- Tyrone Rd & SR 54; and
- Tyrone Rd & Flat Creek Trail



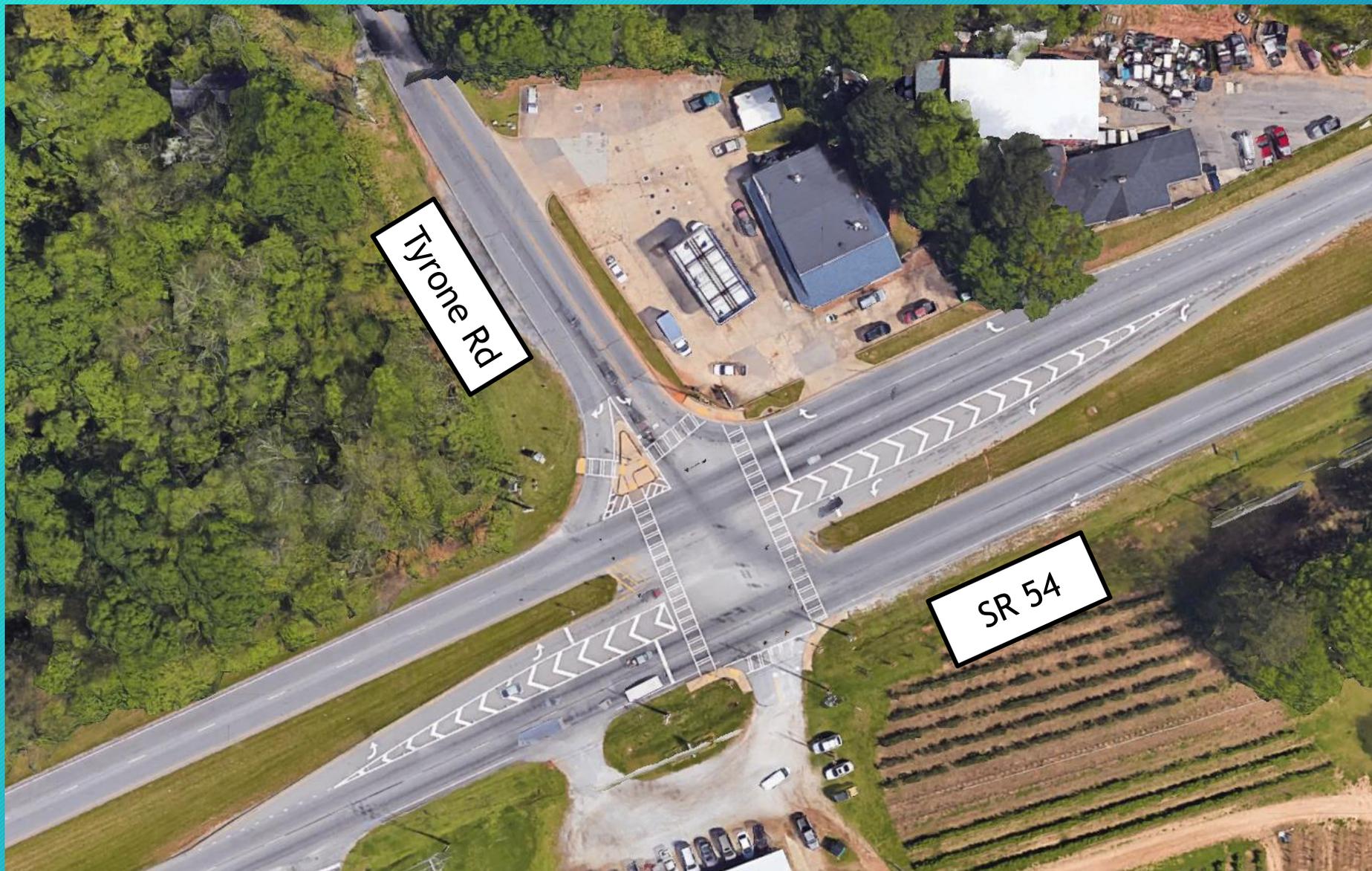
Tyrone Rd & SR 54



Tyrone & Flat Creek Trail

Current Condition





What are the issues?

- Poor geometry for truck turning movements;
- Inadequate capacity - queue on Tyrone Road may not clear in one signal phase;
- Opportunity for improved pedestrian crosswalks; and
- High volumes and high crash rates.



What are the issues?

- Congestion - Long queues at the all-way stop intersection;
- Safety - 21 crashes within a 6.5 year period;
- Volume - 14,000 average daily traffic at intersection;
- Level of service is D (AM peak) & E (PM Peak) currently.

Proposed Intersection Improvements



What are we solving?

- Added capacity with 2nd left turn lane;
- Improved geometry for truck traffic;
- Improved pedestrian crossings.

Traffic Signal Option



What are we solving?

- Traffic signal will gain safety improvements;
- New turn lanes
- Decrease queues at the intersection;
- Level of service for design year 2040 is C for AM and PM peaks.

Roundabout Option



What are we solving?

- Intersection will gain safety improvements;
- Decrease queues at the intersection;
- Level of service for design year 2040 is C for AM and PM peaks;
- Continuous flow for traffic during off-peak hours.

Preliminary Cost Estimate

• Tyrone Road @ Flat Creek Trail	\$2,200,000
• Tyrone Road @ SR 54	<u>\$ 700,000</u>
TOTAL	\$2,900,000

** The estimate includes design, permits, right-of-way, construction, construction material testing, and project oversight.*

Request



Authorization for development of a conceptual design for intersection improvements at Tyrone Road & SR 54 and Tyrone Road and Flat Creek Trail, and allocation of 2017 SPLOST “possible federal aid corridor improvements” funds to the two projects.

2017 SPLOST - Possible Federal Aid Corridor Improvements



1	Voter-approved starting balance	\$8,392,300
2	Expenditures, encumbrances, and grants	-\$1,968,965
3	SR 279 Encumbered	-\$8,153,675
4	SR 279 Expected Reimbursement	<u>\$5,320,940</u>
5	<i>Balance (sum 1 thru 4)</i>	<i>\$3,590,600</i>
6	Tyrone Road & Flat Creek Trail	-\$2,200,000
7	Tyrone Road & SR 54	<u>-\$700,000</u>
8	<i>Balance (sum 5 thru 7)</i>	<i>\$690,600</i>
9	Expected Reimbursement - Resurfacing	<i>\$1,915,414</i>
10	Banks Road Widening - requested	-\$10,992,954
11	Banks Road Reimbursement - requested	<u>\$8,703,029</u>
12	<i>Balance (sum 8 thru 11)</i>	<i>\$316,089</i>

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration to authorize the development of a conceptual design for intersection improvements at Tyrone Road and Flat Creek Trail using 2017 SPLOST funds and allocation of \$2,200,000 of "possible federal aid corridor improvement" money to be allocated to the project.

Background/History/Details:

Fayette County's 2017 Transportation SPLOST allocated \$8,392,300 for "possible federal aid corridor improvements" and identified seven corridors eligible for funding. In 2019, Fayette County completed work on four corridor studies and the BOC authorized staff to seek federal aid for projects on SR 279 and Banks Road based on the results of the studies. Preliminary feedback from Atlanta Regional Commission (ARC) staff indicates Fayette County should receive funding for the SR 279 alignment project in FY 2021. Funding may or may not be programmed for Banks Road in the future.

Over several meetings in 2020, the Transportation Committee evaluated other recommendations from the 2019 Corridor Studies and ultimately recommended, at their July meeting, that two projects be funded and delivered: 1) intersection improvements at Tyrone Road and Flat Creek Trail; and 2) intersection improvements at Tyrone Road and SR 54. Staff would seek state and/or federal funds to offset the completion of both projects, but the intent is to fund 100% with 2017 SPLOST money if other funding is not provided. Funding of this project would not preclude Fayette County from seeking federal aid on other projects in response to future project solicitations by ARC.

The backup information for this request provides summary justification for the project. If approved, the next deliverable to the Board will be a concept and cost estimate for design, right-of-way, and construction.

What action are you seeking from the Board of Commissioners?

Approval to authorize development of a conceptual design for intersection improvements at Tyrone Road and Flat Creek Trail using 2017 SPLOST funds and allocation of \$2,200,000 of "possible federal aid corridor improvement" money to be allocated to the project.

If this item requires funding, please describe:

Funding would be required for all phases of the project. Public Works recommends \$2,200,000 of 2017 SPLOST money be encumbered for the project.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of the Water Committee's recommendation to adopt the Waterline Extension Policy.

Background/History/Details:

The Water System's existing water line extension policy was adopted June 22, 2006. The existing policy requires individuals to pay for a distribution line extension based on the calculation of a resident's property road frontage at a cost \$3.50 per linear foot plus a meter fee. Currently, the costs, paid by an individual, cover less than 15 percent of the actual line extension cost to the Water System rate payers. Under the existing policy rate payers absorb the bulk of the costs for establishing connection to current infrastructure. Developers are responsible for the complete cost to provide water infrastructure in new development.

The proposed Waterline Extension Policy will provide consistent treatment of both individuals and developers when a line extension is requested, alleviating the extra cost paid by the Water System rate payers.

The Water Committee approved the Waterline Extension Policy at their July 22, 2020 meeting and is requesting Board approval.

What action are you seeking from the Board of Commissioners?

Approval to adopt the Waterline Extension Policy.

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:

WATER LINE EXTENSION POLICY

The Board of Commissioners of Fayette County (the “Board”) finds that it is in the best interest of the citizens of Fayette County (the “County”) to encourage future extensions of the current water system infrastructure in the County (the “Water System”). Extending current water lines provides a more reliable potable water source to the citizens of the County. Extending current water lines also increases the County’s ability to more effectively provide fire protection in a larger area of the County. To that end, the Board puts forth the following waterline extension policy which is consistent with the aforementioned goal of encouraging future extensions of the Water System.

Extensions to the Water System occur through requests, and through actions initiated by Fayette County. Requests are generally those received in conjunction with the development of subdivisions. Requests also occur from existing property owners who desire to access the Water System. Additional requests occur from property owners who no longer have a reliable water source. County-initiated actions occur primarily to provide better water pressure overall and to improve fire protection services. Any request for an extension greater than 2500 feet may require approval from the Georgia Department of Natural Resources Drinking Water Program.

When developer requests are received, the Water System identifies the existing water line in the closest proximity to the subject future subdivision. The developer then obtains the necessary permits to construct a water line of sufficient size to supply potable water to the future subdivision in compliance with all the applicable codes, ordinances, and regulations. To the extent that it is determined that a larger water line would better suit the Water System, the developer shall install a larger water line than is required for the future subdivision. The County will contribute the incremental cost difference of constructing the larger water line to the developer. Once constructed and approved by the County, the new water line becomes the property of the County. The developer derives no additional benefit from the County’s use of the new water line other than any incremental cost differential should a larger line be requested by the County.

Requests by property owners who desire to access the Water System to receive a more reliable water source are processed in the following manner. Upon receipt of such a request, appropriate personnel within the Water System shall identify the water line in closest proximity to the subject property which will be able to reliably supply the requested potable water. This identification process shall produce a recommendation employing best practices to yield a determination in the best interests of the Water System. The cost of the water line extension will be apportioned between the requesting property owner and any other property owners who will receive water service at the time of the water line extension. If there are no additional property owners who will receive water service at the time of the water line extension, the requesting property owner is responsible for the full cost of the water line extension. A recommendation of approval for the access will be conditioned on the property owner(s) entering into an agreement with the County where all costs will be itemized and all duties and responsibilities will be identified. Once the aforementioned agreement has been executed by the parties the water line extension may commence. The Water System shall program this water line extension into its annual extension plan.

Where property owners no longer have a reliable source of potable water and request to access the Water System, the Water System shall expedite this type of request. The requesting property owner shall shoulder the complete cost of the water line installation, including all direct and indirect costs, due to the emergency nature of the request. The requesting property owner shall enter into an agreement with the County where all costs, both direct and indirect, will be itemized and all duties and responsibilities will be identified. The County will work toward constructing the necessary water line extension with all deliberate speed considering the availability of resources to construct the requested extension in a manner outside the normal annual extension plan.

CURRENT COST COMPARISON

Kirkley Road Line Extension--880 feet

COSTS PAID BY WATER SYSTEM

vs

COST PAID BY NEW CUSTOMER(S)

Description	Unit	Qty	Unit Price	Total Price
Mobilization - Primary (See Specification Section 01010)	EA.	1	\$ 1,575.00	\$ 1,575.00
8" Dia. Class 300 DIP, complete	L.F.	880	\$ 38.85	\$ 34,188.00
D.I. Fittings,(hydrant tees, gaskets & hardware Weight based on Star Pipe Products Weight Guide, or ENGINEER-approved equivalent	TON	0.1	\$ 7,875.00	\$ 945.00
Fire Hydrant Assemblies, complete (6" gate valve, valve box, hydrant lead pipe, restraining devices, concrete & crushed stone	EA.	2	\$ 3,465.00	\$ 6,930.00
Freebore for 8" pipe w/out casing, complete	L.F.	20	\$ 84.00	\$ 1,680.00
8" Dia. GV w/box & valve marker, complete	EA.	1	\$ 1,443.75	\$ 1,443.75
6" Dia. GV w/box & valve marker, complete	EA.	0	\$ 1,050.00	\$ -
Trench Rock Excavation (backfill with suitable material)	C.Y.	9	\$ 131.25	\$ 1,181.25
1" Short-Side Service Tie in (as described in Item 36)	EA.	5	\$ 945.00	\$ 4,725.00
Sod Replacement (DS4), complete	S.F.	0	\$ 2.31	\$ -
Silt Fence (Sd1), complete	L.F.	15	\$ 2.63	\$ 39.45
Ditch Checks (Cd), complete	EA.	9	\$ 183.75	\$ 1,653.75
Rip-Rap (St), GDOT Type 3	TON		\$ 47.25	\$ -
Mulch Mat (Ss), complete	S.Y.		\$ 2.10	\$ -
Concrete Encasement, complete	C.Y.		\$ 78.75	\$ -
Concrete Thrust Blocking, complete	C.Y.	2	\$ 157.50	\$ 315.00
Total (from Schockley)				\$ 56,629.20
Engineering				\$ 8,494.38
TOTAL				\$ 65,124

Address	Meter	Frontage	Per Ft.	Total
241 Kirkley Rd	\$900	420 feet	\$3.50	\$2,370.00
243 Kirkley Rd	\$900	\$400 minimum		\$1,300.00
277 Kirkley Rd	\$900	\$400 minimum		\$1,300.00
279 Kirkley Rd	\$900	\$400 minimum		\$1,300.00
281 Kirkley Rd	\$900	\$400 minimum		\$1,300.00
TOTAL PAID TO Water System				\$7,570.00

2" Water line installation (no rock) \$19,064.00

Annual Minimum Billed Charge per meter **\$221.76**
Annual Minimum Revenue for 5 customers **\$1,108.80**

FAYETTE COUNTY WATER SYSTEM
WATERLINE EXTENSION POLICY AND PROCEDURE

The following policy applies beginning June 22, 2006:

1. These extensions would be limited to approximately 2500 feet. (Over 2500 feet, a separate Department of Natural Resources Drinking Water Program approval is needed.)
2. Fire hydrants would be installed every 600 +/- feet, with a goal of 1000 gallons per minute flow.
3. The line extension cost would be based on the front lot footage at \$3.50 per foot. The minimum line extension charge would be \$400.00, plus the meter charge.
4. Residents who did not participate initially would pay for their part of the line extension cost, meter service charge and a \$400 tap fee, because the crew has to go back to install the tap.
5. The water lines would be installed not to exceed funds budgeted yearly for line extensions and in the order approved, which may not be the order the request was received.

Approved by Fayette County Board of Commissioners June 22, 2006.

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of the County Attorney's recommendation to approve the disposition of tax refunds, as requested by Beatrice Acosta for tax year 2018 in the amount of \$305.87.

Background/History/Details:

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

A memo from the County Attorney is provided as backup with an explanation to approve tax year 2018 in the amount of \$305.87.

What action are you seeking from the Board of Commissioners?

Approve the disposition of tax refunds, as requested by Beatrice Acosta for tax year 2018 in the amount of \$305.87.

If this item requires funding, please describe:

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

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

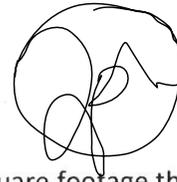
Administrator's Approval

Staff Notes:

Denise West

From: Bea <[REDACTED]>
Sent: Wednesday, April 29, 2020 1:31 PM
To: Denise West
Subject: Refund request

RECEIVED
APR 30 2020
BY: VO



External Email Be cautious of sender, content, and links

I'm requesting a refund for the previous years (2017 2018) due to Difference in square footage that should not have been accounted for. A total of 460 Square feet.

Beatrice Acosta

MEMORANDUM

To: Fayette County Board of Commissioners
From: McNally, Fox, Grant & Davenport, P.C.
Date: July 22, 2020
Re: Tax Refund Request – Ms. Beatrice Acosta – Parcel 071718031

The Board of Commissioners received a tax refund request from Ms. Beatrice Acosta on May 1, 2020. She is requesting a partial refund of the taxes paid on her home at 223 Groveland Drive in Peachtree City for 2017 and 2018. Her request is based upon an error in the finished living area of the home.

Ms. Acosta purchased her home on Groveland Drive on June 18, 2009. In 2016, Ms. Acosta received a permit to enclose the 460 square foot attached garage and a permit to build a detached garage on the property. Beginning in tax year 2017, the property was redrawn for assessment with the permitted improvements, an additional 460 square feet of finished living area and a detached garage. The assessment was appealed in 2017. As a result, the Board of Assessors made an adjustment to the home's value from \$258,350.00 to a negotiated value of \$212,818.00. Ms. Acosta paid 2017 taxes on the negotiated \$212,818.00 value. In 2018, the home was re-valued for assessment, including the detached garage and the additional 460 square feet of finished living area. The fair market value for 2018 was \$293,750.00. Ms. Acosta paid 2018 taxes on this value. In 2019 the home was assessed with the detached garage and the additional 460 square feet of living space. The value was appealed and adjusted. Taxes were paid on the adjusted value, \$273,850.00. The assessed value for 2020 is \$273,850.00.

The records of the assessors show that although the 460 square foot attached garage was enclosed, heat/air were not installed on this improvement at the time of enclosure. The building permit pulled to complete the project describes the work as, the removal of garage doors and framing of that wall including additional electrical. This indicates use of the space for merely storage. The cost of the permit supports enclosure of the space for purposes other than living, did not permit heat/air. The valuation of this space as finished living area was erroneous, the space was not finished according to information available at the time of assessment.

The requested refund covers 2017 and 2018. For tax year 2018 the calculation requires mere revaluation. The 460 square foot attached garage should no longer valued as finished living space. The resulting fair market value is \$269,750.00 (a difference of

\$24,000.00 from the original assessment). Tax year 2017 is complicated by an appeal. Originally assessed at \$258,300.00, the taxpayer negotiated a value of \$212,818.00. This value was reached through good faith negotiation and agreed to by the taxpayer as a fair valuation. The error in assessment was resolved through those negotiations for 2017.

A refund of local property taxes is recommended when taxes have been assessed and collected in error. A qualifying error is found in the record of assessment. In this case, the taxpayer was assessed and paid taxes on finished square footage that did not exist in her home. Ultimately, this error caused an overpayment of taxes by Ms. Acosta in 2018. A partial refund for 2018 is recommended. However, due to the settlement of value in 2017, no refund is recommended. The error has been corrected for future tax years.

Year	Recommended refund
2017	\$ 0.00
2018	\$ 305.87

TOTAL RECOMMENDED REFUND: \$305.87



August 6, 2020

Beatrice Acosta
223 Groveland Drive
Peachtree City, GA 30269

RE: Tax Refund Request

Dear Ms. Acosta:

This letter is to notify you that your request for tax refund has been slated to appear on the Thursday August 13, 2020 Agenda of the regularly scheduled meeting of the Fayette County Board of Commissioners, at 6:30 P.M.

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

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

Should you desire to be heard on the matter, please be present and prepared to address the commissioners at the appropriate time. Please review the updated public meeting procedures included with this letter.

Sincerely,

Tameca P. Smith, MBA, CMC
County Clerk

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