

BOARD OF COUNTY COMMISSIONERS

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



FAYETTE COUNTY, GEORGIA

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

140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

AGENDA

July 11, 2019

6:30 p.m.

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

Call to Order

Invocation and Pledge of Allegiance by Chairman Randy Ognio

Acceptance of Agenda

PROCLAMATION/RECOGNITION:

PUBLIC HEARING:

1. Consideration of staff's recommendation to approve a new 2019 On-Premises Consumption, Beer/Wine and Distilled Spirits License (C19-00379) for Felix Enriquez, doing business as Daisy Hill Farms, which is located at 1048 Hwy. 54W., Fayetteville, Georgia. (pages 3-15)
2. Consideration of staff's recommendation to approve a new 2019 Retail Alcohol Beer and Wine License (C19-00094) for Amirali Babwani, doing business as Shell Food Mart, which is located at 1183 Hwy.54E., Fayetteville, Georgia. (pages 16-41)

CONSENT AGENDA:

3. Approval to accept donation by the Fayette County Baseball Association of a tree and plaque for Kiwanis Park in Memory of Coach "Buddy" Barnes. (page 42)
4. Approval of Change Order #1: Level of Effort and Timeline Adjustment Contract #1229-P: Radio Communications Consultant in the amount of \$90,000.00. (pages 43-47)
5. Approval to award RFQ (Request for Quote) #1685 to Frontier Electric and Mechanical, Inc. in the amount of \$50,270.00 for laser grading and sod work on field #4 at Kiwanis Park and approval to transfer \$5,000 from Park Contingency funds to fully fund the project. (pages 48-50)
6. Approval to renew Contract #1459-B to Peek Pavement Markings for an annual contract for pavement striping services to be used on various projects throughout fiscal year 2020 for a not-to-exceed amount of \$151,666. (pages 51-54)

7. Approval to renew Contract #1505-B to Atlanta Paving & Concrete Construction Inc. for an annual contract for asphalt milling services to be used on various project throughout fiscal year 2020 for a not-to-exceed amount of \$199,683. (pages 55-57)
8. Approval of the June 27, 2019 Board of Commissioners Meeting Minutes. (pages 58-66)

OLD BUSINESS:

NEW BUSINESS:

9. Consideration of staff's recommendation to renew the annual bid #1299-B to ER Snell of Tyrone as primary vendor for asphalt services for fiscal year 2020 with a not-to-exceed contract amount of \$1,800,000. (pages 67-69)

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.

ADMINISTRATOR'S REPORTS:

- A. Contract #1643-B: Fire Station Roof Repair 1, 6, 7 & 10 (pages 70-73)

ATTORNEY'S REPORTS:

COMMISSIONERS' REPORTS:

EXECUTIVE SESSION:

ADJOURNMENT:

COUNTY AGENDA REQUEST

Page 3 of 73

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of staff's recommendation to approve a new 2019 On-Premises Consumption, Beer/Wine and Distilled Spirits License (C19-00379) for Felix Enriquez, doing business as Daisy Hill Farms, which is located at 1048 Hwy. 54W., Fayetteville, Georgia.

Background/History/Details:

The applicant has met all requirements per the County Code and the applicant has been approved by the Code Enforcement Department.

There are no outstanding violations.

What action are you seeking from the Board of Commissioners?

Consideration of staff's recommendation to approve a new 2019 On-Premises Consumption, Beer/Wine and Distilled Spirits License (C19-00379) for Felix Enriquez, doing business as Daisy Hill Farms, which is located at 1048 Hwy. 54W., Fayetteville, Georgia.

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:



https://www.google.com/maps/place/The+Venue+at+Daisy+Hill/@33.4470146,-84.489615,15.18z/data=!4m5!3m...



Bookmarks



Avery Design & Pri...



DOT - PARKING



Fact Sheet - Small...



http--www.claremo...



On watch Security c...



Daisy Hills

Sign in

Franks at the Old
Mill Mediterranean...

Flash Foods

The Venue at Daisy Hill

Ferguson

Google

Map data ©2019

United States

Terms

Send feedback

1000 ft



Fayette County

C19-00379

ALCOHOLIC BEVERAGE LICENSE APPLICATIONDate Received: 6/17/2019 Date sent to Comm. Off. 6/27/2019**Fees****Retail Package Sales**

- () Beer and Wine License - \$1,000.00
 () Beer only - \$750.00
 () Wine only - \$400.00

On-Premise Sales

- () On-Premise (Beer/Wine) - \$1,000.00
 () On-Premise (Wine only) - \$500.00
 () On-Premise (Beer Only) - \$750.00
 () On-Premise (Distilled Spirits) - \$1500.00
 (x) On-Premise (distilled, malt, wine) \$2500.00

Alcohol Beverage Caterer—\$250.00 annual**Malt/wine—\$25.00 per event****Distilled Spirits—\$50.00 per event****Malt/wine/distilled spirits—\$ 75.00 per event****Wholesaler**

- () Malt/Wine - \$250.00
 () Distilled Spirits - \$1,000.00

Permitted Location

- () Application fee—\$200.00
 () Annual Fee—\$200.00

Special Event (Limited 3 days per event)

- () Malt—\$75.00
 () Wine - \$50.00
 () Distilled—\$ 125.00
 () Malt/wine/distilled \$ \$200.00

OTHER FEES

Administrative/Investigative fee \$200.00
 (non refundable)
 Employee Permits—\$ 30.00
 Fingerprint fee - \$44.25

FAYETTE COUNTY
 CODE ENFORCEMENT

140 Stonewall Ave. West
 Suite 202
 Fayetteville, GA 30214

Phone: 770-305-5417
 Fax: 770-305-5305
 E-mail:

CODEVIOLATIONS@FAYETTECOUNTY.GA

Office Use Only☐ Approved☐ Denied

Officer's Initials

Remarks1. Occupational Tax No: 78632. Trade name of business for which license is applied: DAISY HILL FARMS OPS LLC3. Business Name and Store Number: DAISY HILL FARMS4. Street Address: 10418 WWY 54 WCity: FAYETTEVILLE State: GA Zip Code 302155. Mailing Address: SAME

City: _____ State: _____ Zip Code _____

6. Phone Number: 770 856 8875

7. Fax Number: _____

8. E-mail Address: _____

9. Web Address: DAISYHILLVENUE.COM

10. Name and address of each person, firm and corporation having any ownership interest in business and the amount of such interest:

Felix Enriquez	125 Isleworth Way, Fayetteville GA 30215	16.67%
Name	Residence	Interest
Tammy Enriquez	125 Isleworth Way, Fayetteville GA 30215	16.67%
Name	Residence	Interest
Chad Floyd	107 Regan Way, Tyrone Ga 30290	16.67%
Name	Residence	Interest
Brandy Floyd	107 Regan Way, Tyrone Ga 30290	16.67%
Name	Residence	Interest
Kevin McFarland	127 Highgreen Ridge, Peachtree City, GA 30269	16.67%
Name	Residence	Interest
Deborah McFarland	127 Highgreen Ridge, Peachtree City, GA 30269	16.67%

11. How much of the capital of this business is borrowed and from: (Attach exhibits if necessary)

\$1,340,000	Heritage Bank	80%
Amount	Lender	Interest
Amount	Lender	Interest
Amount	Lender	Interest

12. (A) Will this business be owned by the applicant as a sole proprietorship? (Circle) Yes No ☒

(B) If this business will be owned in whole or in part by a partnership, , list the names and address of all general partners, as well as the name and addresses of the licensee, and the license representative.

Felix and Tammy Enriquez	125 Isleworth Way, Fayetteville GA 30215	33.33%
Name	Address	Interest
Chad and Brandy Floyd	107 Regan Way, Tyrone Ga 30290	33.33%
Name	Address	Interest
Kevin and Deborah McFarland	127 Highgreen Ridge, Peachtree City, GA 30269	33.33%
Name	Address	Interest

13. If business is operated by a close corporation list names and addresses of all officers, directors and stockholders, as well as the names and addresses of the licensee and the license representative

Name	Address	City	State	Title
Name	Address	City	State	Title

14. If business is operated by a corporation, other than a close corporation, the name of the corporation, the address of the corporate office, the name and address of the registered agent for service of process for the corporation and the names and addresses of the licensee and the license representative ☐ N/A

15. Has applicant and/or licensee ever had its/his/her license to sell alcoholic beverage suspended two or more times during the past five years or revoked by any state or political subdivision hereof? Provide any such other appropriate information as may be required by the governing body or Code Enforcement

☐ Yes
☒ No

16. Copy of Georgia Secretary of State Registration for a Corporation, Limited Liability company or Limited Partnership attached? ☒ Yes

17. (A) Is the applicant and/or license holder the owner of the building where business is to be conducted?

☒ Yes
☐ No

(B) Are you also the owner of the land?

☒ Yes
☐ No

(C) If your answer is "NO", to either question, state whether you lease, sub-lease, and/or rent the building and whether you lease, or sub-lease the land or both.

N/A

18. State the full name and address of the owner of the building and the name and address of the owner of the land and the name and address of all leasers and sub-lesers and attach copies of all lease agreement.

N/A

19. Has the applicant and/or license holder entered into an agreement or contract with either the owner or owners, leasers and sub-lesers for either the building or land or both, which provides for the payment of rent on a percentage or profit sharing basis?

☐ Yes

☒ No

FELIX ENRIQUEZ	125 ISLEWORTH WAY	FORESTVILLE
Name	Address	GA
PROFIT SHARE		
Compensation		

21. Has any place of business engaged in the sale of distilled spirits, wine or beer with which you have been associated ever been cited or charged at any time with any violation of Georgia law or federal law or municipal law or any rule or regulation or ordinance concerning the sale of such products? **NO**

Date	Authority Issuing Citation	Violation	Alleged Result
Date	Authority Issuing Citation	Violation	Alleged Result
Date	Authority Issuing Citation	Violation	Alleged Result
Date	Authority Issuing Citation	Violation	Alleged Result

PERMITTED LOCATION APPLICATION
PART 2

INSTRUCTIONS:

Fill in all blanks with complete and accurate information or your application will not be processed and your fee will be forfeited.

1. Last Name: ENRIQUEZ First: FELIX Middle: JESUS
2. List maiden name and all married names: _____
3. Age: 62 Date of Birth: [REDACTED] 1955 Social Security No: [REDACTED]
4. Place of Birth: HAVANA CUBA State: _____ Country: CUBA
5. U.S. Citizen: Yes X No _____ Alien Registration No: _____
6. Date and Port of Entry: 1964 - MARCH
7. If naturalized, when: JULY 4 1974
8. Business Name and Address where you are employed and the permit is required:
Business Name: DAYSI HILL FARMS LLC
Street Address: 1048 HWY 54 W
City: FAYETTEVILLE State: GA Zip Code: 30215
9. Your position or job at the above address: - PARTNER
10. Your home street address: 125 ISLE WORTH WAY
City: FAYETTEVILLE State: GA Zip Code: 30215
11. Your home telephone number: _____ Work: 770 856 8875
12. Your e-mail address: [REDACTED]
13. Your mailing address: 125 ISLE WORTH WAY FAYETTEVILLE
City: _____ State: GA Zip Code: 30215
14. Resident of: _____ County: FAYETTE State: GA
15. Is the above address your bona fide place of domicile? (Circle) Yes No
16. How long have you lived at the above address? 17 YEARS
17. If less than 10 years, give your previous and legal address and the length of time you resided at said residence? _____
N/A

18. In the spaces provided below, list all convictions within five years from date of employment of a felony or within 2 years a violation of laws of this county, state, any other state of the United States, to include illegal gambling, prostitution, violations relating to the sale, or use of or distribution of alcoholic beverages, narcotics, controlled substances, gambling, sexual offenses, assault, battery, Family Violence or crimes of moral turpitude.

Date of Offense	Place of Offense	Type	Disposition
1.			
2.	NONE		
3.			
4.			

If additional space is required, attach a sheet with the additional offenses and information concerning

Under Georgia Criminal Code Section 16-10-20, any person who knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or device, makes a false, fictitious, or fraudulent statement or representation, shall, upon conviction therefore, be punished by a fine of not more than \$1,000.00 or by imprisonment for not less than one year nor more than five years, or both.

FJE You must initial that you have read this statement.

I have read and understand that any falsehood or half-truth submitted in this application is a felony and will render me ineligible to serve alcoholic beverages in this County. I also understand that any falsehood or half-truth discovered by investigators during the term of this permit (which is one year from the date of the application) is grounds for its revocation and my subsequent prosecution.

[Signature] 6/17/19
Signature of Applicant Date

I hereby authorize the Fayette County Marshal's Office to receive any criminal history record information pertaining to me which may be in the files of any state or local criminal justice agency in Georgia.

FELIX ENRIQUEZ
Full Name Printed

125 ISLE WORTH WAY FAYETTEVILLE GA
Address

Sex: M Race: HISPANIC Date of Birth [REDACTED] 1955 Social Security No. [REDACTED]

Notary: [Signature] Date: JUNE 17, 2019



Verification

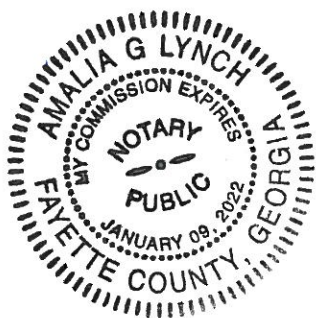
I, FELIX ENRIQUEZ,
 applicant, do solemnly swear, subject to criminal penalties for false swearing,
 that the statements and answers made by me to the foregoing questions in
 this application for a County of Fayette license as a dealer in alcoholic beverages,
 are true, and no false or fraudulent statement or answer is made therein
 to procure the granting of such license.

Applicant's Signature
 (full name signed in ink)

I certify that FELIX JESUS ENRIQUEZ has
 provided me with proper documentation as verification of his/her identity;
 documentation being: GA DL-H. I also certify that
 he/she signed his/her name to the foregoing application after stating to me
 that he/she knew and understood all statements and answers made therein,
 and under oath actually administered by me, has sworn that said statements
 and answers are true.

This 17th day of JUNE, 2019.

(Affix Seal)



Notary Public

Alcoholic Beverage Ordinance

- ♦ I am aware of the Fayette County Alcoholic Beverage License Ordinance.
- ♦ It is my responsibility to know its content.
- ♦ This ordinance is strictly enforced.


Applicant's Signature
(full name signed in ink)

Should you have any questions, please call the Code Enforcement Office at 770-305-5417.

MISCELLANEOUS PAYMENT RECPT#: 6820542
FAYETTE COUNTY, GA
140 Stonewall Avenue, West
BE
FAYETTEVILLE GA 30214

DATE: 06/17/19 TIME: 10:05
CLERK: 9597mdom DEPT: FINANCE
CUSTOMER#: 0

COMMENT: ALCOHOL PERMIT

CHG: 321100 ALCOHOLIC BEVER 244.25

REVENUE:

1 10000001 321100 244.25
ALCOHOLIC BEVERAGES LICENSES
ALCOHOL PERMIT - SPECIAL EVENT

CASH:

000 111113 244.25
WELLS FARGO BANK/CON

AMOUNT PAID: 244.25

PAID BY: FELIX ENRIQUEZ

PAYMENT METH: CHECK

1154

REFERENCE: ALCOHOL

AMT TENDERED: 244.25

AMT APPLIED: 244.25

CHANGE: .00

Fayette County Code Enforcement Department

Departmental Check List for Alcohol Beverage License

Address : 1048 W W 54, City: FAYETTEVILLE, GAContact Person : FELIX ENRIQUEZ Phone Number : 770 856 8875

1. Planning and Zoning Department - (Suite 202) 770-305-5421

Printed Name: HOWARD JOHNSON
Reviewed By: [Signature] Date: 6/18/19 Approved: ✓ Denied: _____ N/A: _____

2. Fire Marshal Office - (Suite 214) 770-305-5414

Printed Name: _____
Reviewed By: _____
James D. Hall/Anthony S. Korando Date: 6/17/19 Approved: _____ Denied: _____ N/A: ✓

3. Code Enforcement - (Suite 202) 770-305-5417

Printed Name: _____
Reviewed By: HANK DENNYSHINE Date: 6/18/19 Approved: ✓ Denied: _____

Daisy Hill Farms
6/26/2019

June 26, 2019

14. FAYETTE COUNTY

gpn02

Legal 2156

PUBLIC HEARING

NOTICE OF PUBLIC HEARING
FOR THE APPROVAL OF A RE-
TAIL LICENSE TO SELL ALCO-
HOLIC BEVERAGES.

PUBLIC HEARING to be held be-
fore the Fayette County Board of
Commissioners on July 11, 2019,
in the Fayette County Administra-
tive Complex, 140 Stonewall Av-
enue West, Public Meeting Room,
First Floor, Fayetteville, Georgia at
6:30 P.M.

An application has been submitted
to the Fayette County Board of
Commissioners for a license to sell
and allow on premise consumption
of alcohol beverages at the follow-
ing location: 1048 Hwy. 54W,
Fayetteville, Georgia 30214. The
business name is Daisy Hill Farms,
Felix Enriquez has requested to be
appointed as the licensee. The
Board of Commissioners will con-
sider the proposed application on
Thursday, July 11, 2019 at 6:30
P.M.

A copy of the above is available in
the office of the Fayette County
Planning and Zoning Department,
140 Stonewall Avenue West, Suite
202, Fayetteville, Georgia.

This 18th day of June, 2019.

Hank Derbyshire, Code

Enforcement Officer

Division of the Marshal's Office

COUNTY AGENDA REQUEST

Page 16 of 73

Department: Code Enforcement

Presenter(s): Harold Myers, Chief Marshal

Meeting Date: Thursday, July 11, 2019

Type of Request: Public Hearing #2

Wording for the Agenda:

Consideration of staff's recommendation to approve new 2019 Retail Alcohol Beer and Wine License (C19-00094) for Amirali Babwani, doing business as Shell Food Mart, which is located at 1183 Hwy.54E., Fayetteville, Georgia.

Background/History/Details:

The applicant has met all requirements per the County Code and the Applicant has been approved by the Code Enforcement Department.

There are no outstanding violations.

What action are you seeking from the Board of Commissioners?

Consideration of staff's recommendation to approve a new 2019 Retail Alcohol Beer and Wine License (C19-00094) for Amirali Babwani, doing business as Shell Food Mart, which is located at 1183 Hwy.54E., Fayetteville, Georgia.

If this item requires funding, please describe:

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

If so, when?

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

Backup Provided with Request? Yes

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

Approved by Finance Not Applicable

Reviewed by Legal

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:





C19-00094

ALCOHOLIC BEVERAGE LICENSE APPLICATION

Date Application Received: 2/5/2019 Date sent to Comm. Off. 6/27/19

Fees

Retail Package Sales

- ♦ Beer and Wine License - \$1,000.00
- ♦ Beer only - \$750.00
- ♦ Wine only—\$400.00
- ♦

- ♦ On-Premise (Beer/Wine) - \$1,000.00
- ♦ On-Premise (Wine only) - \$500.00
- ♦ On-Premise (Beer Only) - \$750.00
- ♦ On-Premise (Distilled Spirits) - \$1500.00
- ♦ OnPremise(distilled,malt,wine) \$2500.00

Alcohol beverage catering—\$250.00 annual
Malt/wine—\$25.00 per event
Distilled Spirits—\$50.00 per event
Malt/wine/distilled spirits—\$ 75.00 per event

Approved on premises location fee-

Application fee—\$200.00

Annual Fee—\$200.00

Special Event fee— Limit 3 times annually

Malt—\$75.00

Wine—\$50.00

Distilled—\$ 125.00

Malt/wine/distilled \$ \$200.00

OTHER FEES

Administrative/Investigative fee \$200.00
(non refundable)

Employee Permits—\$ 30.00

Fingerprint fee -\$44.25

Office Use Only

- ☐ Approved
- ☐ Denied

Officer's Initials

Remarks

☐ Alcohol beverage Catering ☐ On premises approved location☐ On-Premise ☐ Brew Pub ☐ Wholesale
☐ Alcohol beverage catering☒ Retail Package Sales ☐ Alcohol catering
☒ Approved location—on premise catering

1. Occupational Tax No: _____ (Added once approved)

2. Trade name of business for which license is applied: SHELL FOOD MART3. Business Name and Store Number: SHELL FOOD MART4. Street Address: 1183 Hwy 54 EASTCity: FAYETTEVILLE State: GA Zip Code 302145. Mailing Address: SAME AS ABOVE

City: _____ State: _____ Zip Code _____

6. Phone Number: 678 704 1947

7. Fax Number: _____

8. E-mail Address: _____

9. Web Address: _____

10. Name and address of each person, firm and corporation having any ownership interest in business and the amount of such interest:

Hasina Babwani	161 Kent Valley Cir	Tuscaloosa Ga	100%
Name	Residence		Interest
Amirah Babwani	161 Kent Valley	Tuscaloosa Ga	Licensee
Name	Residence		Interest

Name	Residence	Interest
Name	Residence	Interest
Name	Residence	Interest

11. How much of the capital of this business is borrowed and from: (Attach exhibits if necessary)

20,000	Platinum Federal Credit Union	8%
Amount	Lender	Interest
Amount	Lender	Interest
Amount	Lender	Interest

12. (A) Will this business be owned by the applicant as a sole proprietorship? (Circle) ☒ Yes ☐ No

(B) If this business will be owned in whole or in part by a partnership, , list the names and address of all general partners, as well as the name and addresses of the licensee, and the license representative.

Name	Address	Interest
Name	Address	Interest
Name	Address	Interest

13. If business is operated by a close corporation list names and addresses of all officers, directors and stockholders, as well as the names and addresses of the licensee and the license representative

Hasina Babwani	161 Kent Valley Cir	Tuscaloosa	GA	30084
Name	Address	City	State	Title
Name	Address	City	State	Title

14. If business is operated by a corporation, other than a close corporation, the name of the corporation, the address of the corporate office, the name and address of the registered agent for service of process for the corporation and the names and addresses of the licensee and the license representative

15. Has applicant and/or licensee ever had its/his/her license to sell alcoholic beverage suspended two or more times during the past five years or revoked by any state or political subdivision hereof? Provide any such other appropriate information as may be required by the governing body or Code Enforcement

☐ Yes
☒ No

16. Copy of Secretary of State registration. Attach current copy.

Attached

17. (A) Is the applicant and/or license holder the owner of the building where business is to be conducted?

☐ Yes
☒ No

(B) Are you also the owner of the land?

☐ Yes
☒ No

(C) If your answer is "NO", to either question, state whether you lease, sub-lease, and/or rent the building and whether you lease, or sub-lease the land or both.

Lease on Monthly Rent.

18. State the full name and address of the owner of the building and the name and address of the owner of the land and the name and address of all leasers and sub-leasers and attach copies of all lease agreement.

*212. Dhana Francis Petroleum (Action Venture)
 2145 Duluth Hwy 120
 Ph - 770 242 9080. Duluth. GA. 30097*

19. Has the applicant and/or license holder entered into an agreement or contract with either the owner or owners, leasers and sub-leasers for either the building or land or both, which provides for the payment of rent on a percentage or profit sharing basis?

☒ Yes

☐ No

20. Name the manager of the business for which this application is filed and state how he is compensated. page 2 of 4

Amirali Brown

Name

161 Kent Valley Cir, Tucker GA 30084

Address

Monthly Pay Roll.

Compensation

21. Has any place of business engaged in the sale of distilled spirits, wine or beer with which you have been associated ever been cited or charged at any time with any violation of Georgia law or federal law or municipal law or any rule or regulation or ordinance concerning the sale of such products?

☐ Yes

☒ No

Date	Authority Issuing Citation	Violation	Alleged Result

Alcoholic Beverage Ordinance

- ♦ My signature acknowledges that I have received a copy of the New Fayette County Alcoholic Beverage License Ordinance.
- ♦ It is my responsibility to know its content.
- ♦ This ordinance is strictly enforced.

Should you have any questions, please call this office at 770-305-5417.



Applicant's Signature
(full name signed in ink)

ALCOHOLIC BEVERAGE LICENSE
LICENSEE APPLICATION

PART 2

INSTRUCTIONS:

Fill in all blanks with complete and accurate information or your application will not be processed and your fee will be forfeited.

1. Last Name: BABWANI First: AMIRALI Middle: KASIMALI
2. List maiden name and all married names: SAKINI
3. Age: 63 Date of Birth: [REDACTED] 1956 Social Security No: [REDACTED]
4. Place of Birth: BOMBAY State: MAHARASHTRA Country: INDIA
5. U.S. Citizen: Yes ☐ No ☒ Alien Registration No: 096 089 606
6. Date and Port of Entry: NEW YORK
7. If naturalized, when: JUNE 1, 1996
8. Business Name and Address where you are employed and the permit is required:
- Business Name: SHELL FOOD MART
- Street Address: 1183 Hwy 5A EAST
- City: JAYEVILLE State: GA Zip Code: 30214
9. Your position or job at the above address: MANAGER
10. Your home street address: 161 Kent Valley Cir.
- City: TUCKER State: GA Zip Code: 30084
11. Your home telephone number: 678 7041947 Work: 678 817 1768
12. Your e-mail address: [REDACTED]
13. Your mailing address: 161 Kent Valley Cir 1183 Hwy 5A EAST
- City: JAYEVILLE State: GA Zip Code: 30214
14. Resident of: TUCKER County: GWINNETT State: GA
15. Is the above address your bona fide place of domicile? (Circle) Yes No
16. How long have you lived at the above address? 3 YRS
17. If less than 10 years, give your previous and legal address and the length of time you resided at said residence? 5616 Tometon Run Trail, Tucker GA 30084

18. In the spaces provided below, list all convictions including pleas of nolo contendere, first offender, forfeiture of bond, etc., for any felony or misdemeanor, relating to the sale or use of alcoholic beverages, crimes of moral turpitude, gambling, sexual offenses, assault, battery, Family Violence, or illegal drugs within the five years

Date of Offense	Place of Offense	Type	Disposition
1.			
2.			
3.			
4.			

If additional space is required, attach a sheet with the additional offenses and information concerning

Under Georgia Criminal Code Section 16-10-20, any person who knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or device, makes a false, fictitious, or fraudulent statement or representation, shall, upon conviction therefore, be punished by a fine of not more than \$1,000.00 or by imprisonment for not less than one year nor more than five years, or both.

 You must initial that you have read this statement.

I have read and understand that any falsehood or half-truth submitted in this application is a felony and will render me ineligible to serve alcoholic beverages in this County. I also understand that any falsehood or half-truth discovered by investigators during the term of this permit (which is one year from the date of the application) is grounds for its revocation and my subsequent prosecution.

Signature of Applicant

05/21/2019
Date

I hereby authorize the Fayette County Marshal's Office to receive any criminal history record information pertaining to me which may be in the files of any state or local criminal justice agency in Georgia.

AMIRALI K BARWANI
Full Name Printed

161 KENT VALLEY CIR, TUCKER, GA 30084-8488
Address

Sex: M Race: INDIAN Date of Birth: / 56 Social Security No.

Notary: SANSKAR PATEL Date: 05/21/2019

Sanskar Patel



Verification

I, AMIRALI BABWANI,
 applicant, do solemnly swear, subject to criminal penalties for false swearing,
 that the statements and answers made by me to the foregoing questions in
 this application for a County of Fayette license as a dealer in alcoholic
 beverages, are true, and no false or fraudulent statement or answer is made
 therein to procure the granting of such license.

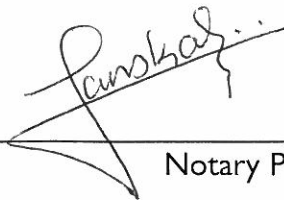


Applicant's Signature
 (full name signed in ink)

I certify that AMIRALI IS BABWANI has
 provided me with proper documentation as verification of his/her identity;
 documentation being: DL: [REDACTED]. I also certify that
 he/she signed his/her name to the foregoing application after stating to me
 that he/she knew and understood all statements and answers made therein,
 and under oath actually administered by me, has sworn that said statements
 and answers are true.

This 20TH day of MAY, 2019.

(Affix Seal)

Notary Public



January 28, 2019

Shell Food Mart
1183 Hwy 54 E
Fayetteville, GA 30214

RE: CERTIFICATE OF FIRE SAFETY COMPLIANCE

Dear Owner/Occupant:

Enclosed is your Certificate of Fire Safety Compliance for your business. Please display this with your business license. The certificate will be issued only once and it must be posted in plain view and remain on premises at all times.

Sincerely,

Fayette County Bureau of Fire Prevention

James D. Hall
Fire Marshal

JH: cn

Enclosure

Legal Notice Number:

**NOTICE OF PUBLIC HEARING FOR THE APPROVAL OF A RETAIL
LICENSE TO SELL ALCOHOLIC BEVERAGES.**

PUBLIC HEARING to be held before the Fayette County Board of Commissioners on **July 11, 2019**, in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Public Meeting Room, First Floor, Fayetteville, Georgia at 6:30 P.M.

An application has been submitted to the Fayette County Board of Commissioners for a retail license to sell alcoholic beverages at the following location: 1183 Hwy. 54E, Fayetteville, Georgia 30214. The business name is Shell Food Mart. Amirali Babwani, has requested to be appointed as the licensee. The Board of Commissioners will consider the proposed application on Thursday, July 11, 2019 at 6:30 P.M.

A copy of the above is available in the office of the Fayette County Planning and Zoning Department, 140 Stonewall Avenue West, Suite 202, Fayetteville, Georgia.

This 18th day of June, 2019.

Hank Derbyshire, Code Enforcement Officer
Division of the Marshal's Office

Ad to run: 6/26/19

SHELL FOOD MART

6/26/2019

June 26, 2019

gpn02

Legal 2158

PUBLIC HEARING

PUBLIC HEARING to be held before the Fayette County Board of Commissioners on July 11, 2019, in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Public Meeting Room, First Floor, Fayetteville, Georgia at 6:30 P.M.

An application has been submitted to the Fayette County Board of Commissioners for a retail license to sell alcoholic beverages at the following location: 1183 Hwy. 54E, Fayetteville, Georgia 30214. The business name is Shell Food Mart. Amirali Babwani, has requested to be appointed as the licensee. The Board of Commissioners will consider the proposed application on Thursday, July 11, 2019 at 6:30 P.M.

A copy of the above is available in the office of the Fayette County Planning and Zoning Department, 140 Stonewall Avenue West, Suite 202, Fayetteville, Georgia.

This 18th day of June, 2019.

Hank Derbyshire,

Code Enforcement Officer

Division of the Marshal's Office

Control Number : 19005793

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

I, Brad Raffensperger, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

BABWANI INVESTMENTS INC

a Domestic Profit Corporation

has been duly incorporated under the laws of the State of Georgia on 01/14/2019 by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on 01/16/2019.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF INCORPORATION***Electronically Filed*****Secretary of State****Filing Date: 1/14/2019 10:18:26 AM**

CONTROL NUMBER 19005793
BUSINESS NAME BABWANI INVESTMENTS INC
BUSINESS TYPE Domestic Profit Corporation
EFFECTIVE DATE 01/14/2019
SHARES 1000

ADDRESS 1183 HWY 54 EAST, FAYETTEVILLE, GA, 30214, USA

NAME	ADDRESS	COUNTY
HASINA A BABWANI	161 KENT VALLEY CIRCLE, TUCKER, GA, 30084, USA	Fayette

NAME	TITLE	ADDRESS
HASINA A BABWANI	INCORPORATOR	161 KENT VALLEY CIRCLE, TUCKER, GA, 30084, USA

N/A

AUTHORIZER SIGNATURE HASINA BABWANI
AUTHORIZER TITLE Incorporator

PURCHASER'S CERTIFICATE OF RESOLUTION

I, **Hasina A. Babwani**, do certify that I am the CEO of **BABWANI INVESTMENTS INC**, a Georgia corporation (the "Company"), duly authorized to enter into the various agreements for the purchase of the inventory located **1183 Hwy 54 East, Fayetteville, Georgia 30214**.

I further certify that a special meeting of the Officers of the Company was held, in accordance with the Bylaws and other agreements for the Company, and that the following resolutions were adopted:

RESOLVED, that, the Company is authorized to purchase the goodwill and inventory located at **1183 Hwy 54 East, Fayetteville, Georgia 30214** (the "Property"), and assume the Lease and other contracts for the Property;

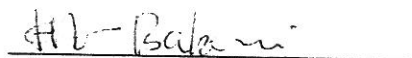
RESOLVED, that **Hasina A. Babwani** is hereby authorized to negotiate, purchase, and execute and deliver, in the name of and on behalf of the Company, all documents, affidavits, closing statements, deeds, or other instruments necessary to close this transaction;

RESOLVED FURTHER, that **Hasina A. Babwani** is hereby authorized to negotiate such terms and conditions of such documents evidencing such agreements, as deemed appropriate, all such actions being hereby directed, ratified and confirmed.

And I do further certify that the foregoing resolutions were validly adopted and are within the powers of the authorized signatory of the Company. I further certify that all required notice for said meeting was duly given and that said transaction fully complies with the rules and Bylaws of the Company. I further certify that the Company is validly existing and in good standing in the state of its incorporation and in any other state in which it is doing business. I further certify that no proceeding is pending for its dissolution or annulment of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, made effective the 1st day of February, 2019.

PURCHASER:
BABWANI INVESTMENTS INC



By: Hasina A. Babwani

Its: CEO

(Corporate Seal)



ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE (hereinafter the "Assignment") is entered into this 1st day of February, 2019, by and between **KESHWANI INVESTMENT LLC**, a Georgia limited liability company (hereinafter referred to as "Assignor"), and **BABWANI INVESTMENTS INC**, a Georgia corporation (hereinafter referred to as "Assignee").

WITNESSETH:

WHEREAS, Assignor entered into and executed a certain Commercial Real Estate Lease Contract dated March 1, 2014 (the "Lease") with ACTION VENTURES, LLC ("Landlord"), for the premises located at 1183 Hwy 54 East, Fayetteville, Georgia 30214 (hereinafter referred to as the "Premises");

WHEREAS, Assignor now desires to further assign the Lease to Assignee and Assignee desires to accept the assignment as set forth herein;

WHEREAS, this Assignment is subject to Landlord's consent, and Landlord hereby consents to this Assignment of the Lease from Assignor to Assignee; and

NOW, THEREFORE, in consideration of the conditions set forth herein and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns to Assignee as of the date of this Assignment, all right, title and interest in and to the Lease. Assignee accepts the assignment of the Lease and expressly assumes and agrees to perform and fulfill all the terms, covenants, conditions and obligations required by Assignor under the Lease.

2. Each and every term of the Lease shall remain in full force and effect with no change whatsoever.

3. Assignor and Assignee hereby expressly warrant, represent and covenant to Landlord:

(a) The Lease constitutes the sole and entire agreement with Assignor and the Lease has not been modified, and there are no other agreements, representations, understandings, undertakings or promises between Assignor and Landlord;

(b) All work and other obligations and conditions in the Lease to be performed by Landlord on or before the date hereof have been fully and properly performed and completed. Neither Assignor nor Assignee have any offsets, setoffs, rebates, concessions, counterclaims, abatements, credits or defenses against the enforcement of the Lease;

(c) There are no defaults by Landlord under the Lease and no events or omissions have occurred which, with the passage of time or the giving of notice, or both, will constitute a default of Landlord under any of the terms of the Lease or any other agreement between the parties;

(d) The Lease constitutes valid and binding obligations on the part of the Assignor and Assignee, is in full force and effect, and is enforceable in accordance with its respective terms;

(e) The persons whose signatures appear below are duly and fully authorized to execute

H.A. -


this Assignment and have personal knowledge of all of the facts recited herein;

(f) Assignor has full power and authority to execute and deliver this Assignment and said execution and delivery has been duly authorized and does not violate, conflict with, or constitute a default under any law, or any other agreement binding upon the Assignor or affecting the Premises; and

(g) Assignor has not executed any prior assignment, pledge or encumbrance of all or any part of the Lease or omitted any act or executed any instrument which might prevent or impair Landlord from fully enforcing the terms and conditions of this Assignment.

4. Assignor and Assignee acknowledge and agree that Landlord's consent hereto shall not be deemed a release or waiver of any term, provision or obligation under the Lease, or any guarantor or Guaranty of the Lease. All obligations under the Lease are ratified and affirmed. It is acknowledged and agreed that in the event of any default by Assignee under the Lease, Assignor and any guarantors of Assignor shall remain liable for any and all duties and obligations during the entire term of the Lease. Notwithstanding the foregoing, **HASINA A. BABWANI** shall personally guaranty the Lease, on that certain Guaranty of Lease, attached hereto on Exhibit "A" and incorporated herein by reference.

5. The security deposit under the Lease of \$5,000.00 shall be transferred to Assignee.

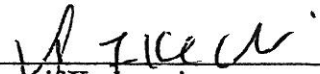
6. Assignor shall pay the assignment fee under the Lease to Landlord in the amount of \$1,500.00.

7. The parties acknowledge and agree that this Assignment may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts (and signatures on one or more counterparts) together shall constitute one and the same instrument.

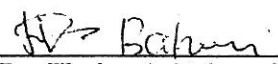
8. This Assignment shall inure to the benefit of and be binding upon the Assignee, Assignor, and Landlord, and their respective heirs, administrators, executors, legal representatives, successors, and assigns.

IN WITNESS HEREOF, the parties hereto set their hands and affix their seals the day and year first written above.

ASSIGNOR:
KESHWANI INVESTMENT LLC

 (Seal)
By: Arif Keshwani
Its: Manager

ASSIGNEE:
BABWANI INVESTMENTS INC


By: Hasina A. Babwani
Its: CEO
(Corporate Seal)

ACKNOWLEDGMENT AND CONSENT BY LANDLORD
LANDLORD:
ACTION VENTURES, LLC

_____(Seal)
By: Jamal Tajuddin
Its: Member

EXHIBIT "A"**GUARANTY OF LEASE**

THIS GUARANTY OF LEASE (hereafter the "Guaranty") is attached to and made a part of that certain attached Assignment of Lease, covering that certain premises located at *1183 Hwy 54 East, Fayetteville, Georgia 30214*. Landlord is unwilling to enter into the Assignment of Lease unless the Guarantor assures Landlord of the full payment and performance of the Tenant's obligations under the Lease.

- 1) In consideration of the execution of the Lease by Landlord, Guarantor(s) hereby absolutely, unconditionally, irrevocably guaranties to Landlord, and the successors and assigns of the Landlord, the full, timely and complete: (i) payment of all rent and other sums payable by Tenant to Landlord under the Lease and any amendments or modifications thereto; and (ii) performance of all covenants, representations and warranties made by Tenant and all obligations to be performed by Tenant, pursuant to the Lease (hereafter the "Guaranteed Obligations").
- 2) Upon any breach or default by Tenant under the Lease, Landlord may proceed immediately against Tenant and/or Guarantor(s) (without joining Tenant or any other person, including, without limitation, Guarantor(s)) to enforce any of Landlord's rights or remedies against Tenant or Guarantor(s) pursuant to this Guaranty, the Lease, or at law or in equity without notice to or demand upon either Tenant or Guarantor(s). This Guaranty shall not be released, modified or affected by any failure or delay by Landlord to enforce any of its rights or remedies under the Lease or this Guaranty, or at law or in equity.
- 3) Guarantor(s) hereby waives: (i) presentment, demand for payment and protest of non-performance under the Lease; (ii) notice of any kind including, without limitation, notice of acceptance of this Guaranty, protest, demand, default, nonpayment, or the creation or incurring of new or additional obligations of Tenant to Landlord; (iii) any right to require Landlord to enforce its rights or remedies against Tenant under the Lease, or otherwise; (iv) any right to require Landlord to proceed against any security held from Tenant or any other party; (v) any right of subrogation; and (vi) any defense arising out of the absence, impairment or loss of any right of reimbursement or subrogation or other right or remedy of Guarantor(s) against Landlord or any such security, whether resulting from an election by Landlord, or otherwise. Any partial payment by Tenant or other circumstance which operates to toll any statute of limitations as to Tenant shall operate to toll the statute of limitations as to Guarantor(s). This Guaranty binds Guarantor(s)'s heirs, personal representatives, successors and assigns.

Guarantor has executed this Guaranty, effective as of the 1st day of February, 2019.

GUARANTOR:

Signed, sealed, and delivered
in the presence of:

Karen Henderson
Witness

J. Hoopes
Notary Public

J HOOPES
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
MY COMM. EXPIRES 03/19/2021

Hil-Bachani (Seal)
HASINA A. BABWANI individually
SS# [REDACTED]
Address: 161 Kent Valley Circle
Tucker GA 30084

ASSIGNMENT OF SUPPLY AGREEMENT

THIS ASSIGNMENT OF SUPPLY AGREEMENT (hereafter the "Assignment") is made effective the 1st day of February, 2019, by and between **Keshwani Investments LLC** a Georgia corporation and **Arif Keshwani** individually (hereinafter referenced "Assignor"), **Babwani Investments, Inc.**, a Georgia limited liability company (hereinafter referenced as "Assignee"), **Hasina Amirali Babwani**, an individual (hereinafter referenced as "Personal Guarantor"), and **PREMIER PETROLEUM, INC.**, a Georgia Corporation, with an address of **2145 Duluth Highway, Suite A, Duluth, Georgia 30097** (hereinafter referenced as "Supplier").

WHEREAS, on or about **March 1, 2014**, Assignor and Supplier entered into that certain Assignment of Contract Supply Agreement (collectively referred as the "Agreement"), pertaining to the exclusive supply of petroleum products to the property located at **1183 Hwy 54 East, Fayetteville, GA 30215** (hereinafter the "Premises");

WHEREAS, a true, complete and accurate copy of the Agreement is attached hereto as Exhibit "A" and incorporated herein by reference;

WHEREAS, Assignor now desires to assign the Agreement to Assignee, and Assignee desires to accept the assignment as set forth herein; and

NOW, THEREFORE, in consideration of the conditions set forth herein and the sum of Ten and No/100th Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1) Assignment. Assignor hereby assigns to Assignee all right, title and interest in and to the Agreement. The Assignee accepts the assignment of the Agreement, and expressly assumes and agrees to perform and fulfill all the terms, covenants, conditions, and obligations required by Assignor under the Agreement.

2) Guaranty of Payment, Indemnifications and Performance. The undersigned, Assignor, Assignee, and Personal Guarantor hereby guaranty the payment of all obligations and indemnifications and the performance of all duties contained in the Agreement. Assignee understands that the initial term of the Agreement ends on February 1st 2022.

3) Full Force and Effect. Each and every term of the Agreement shall remain in full force and effect with no change whatsoever, all such terms and obligations being ratified and affirmed.

4) Assignor and Assignee Representations and Warranties. The Assignor and Assignee do hereby expressly warrant, represent, and covenant to the Supplier:

a. The Agreement constitutes the sole and entire agreement with Supplier. Except as attached hereto, the Agreement has **not** been further amended or modified, and there are no other agreements, representations, understandings, undertakings, or promises between the Assignor and Supplier;

b. All work and other obligations and conditions in the Agreement to be performed by Supplier, on or before the date hereof, have been fully and properly performed and completed. Assignor does **not** have any offset, setoffs, rebates, concessions, counterclaims, abatements, credits or defenses against the enforcement of the Agreement by Supplier;

c. There are no defaults by the Supplier under any of the terms or conditions set forth



in the Agreement, and no events or omissions have occurred which, with the passage of time or the giving of notice, or both, will constitute a default of Supplier under any of the terms of the Agreement;

d. There are no conditions, which presently exist in, on or about the Premises, or any portion or portions thereof, which would give rise to any obligation of the Supplier to repair, replace, restore or reconstruct the Premises, or any portion or portions thereof, or any equipment, fixtures, facilities, systems or components either serving or located in, on or about the Premises, or any portion or portions thereof;

e. There has **not** been any advance payment or deposit paid under the Agreement to the Supplier;

f. The Agreement is a valid and binding obligation of the Assignor and Assignee, is in full force and effect, and is enforceable in accordance with its respective terms;

g. The persons whose signatures appear below are duly and fully authorized to execute this Assignment and have personal knowledge of all of the facts recited herein;

h. Assignor and Assignee have full power and authority to execute and deliver this Assignment and said execution and delivery has been duly authorized and does not violate, conflict with, or constitute a default under any law, the Agreement, or any other contract binding upon the Assignor or Assignee;

i. Assignor or Assignee have not executed any prior assignment, pledge or encumbrance of all or any part of the Agreement or omitted any act or executed any instrument which might prevent or impair the Supplier from fully enforcing the terms and conditions of the Agreement or this Assignment;

j. No action has been brought or threatened against Assignor or Assignee, including, but not limited to any matter which, in any manner, is likely to interfere with the right of Assignor or Assignee to execute and deliver this Assignment; and

k. Customer agrees to purchase from Supplier a minimum of 500,000 gallons of gasoline, diesel fuel or other petroleum products, per six months (the "Minimum Purchase"). In the event Customer shall fail to meet the Minimum Purchase required hereunder in six months, then the Product actually purchased by Customer in such half year shall be subject to an additional charge of \$0.03 per gallon above the normal rack price. Failure to meet the monthly Minimum gallon requirements shall be deemed a default of this Agreement.

5) No Release or Waiver. Assignor and Assignee acknowledge and agree that the Supplier's consent hereto **SHALL NOT** be deemed a release or waiver of any term, provision, obligation, or liability of Assignor or Assignee, or any guarantor under the Agreement, or their predecessors, heirs, executors, successors or assigns, of any liability under the Agreement.

6) Indemnification and Protection of Supplier. Assignor and Assignee do hereby expressly agree to indemnify and hold harmless the Supplier of, from and against any and all costs, fees (including reasonable attorneys' fees), expenses, liabilities, and damages which the Supplier may ever suffer or incur arising out of: (i) any agreements, representations, understandings, undertakings, assignments, or promises between the parties; (ii) any misrepresentation by Assignor or Assignee, or any of their servants, agents or employees, of any fact, statement or provision contained in this Assignment; or (iii) any act or omission of the Assignor, Assignee, or any of their servants, agents, or employees, which constitute a breach of any duty under the Agreement.

7) Contingency for Supplier's Consent. Notwithstanding anything contained herein to the contrary, Supplier's consent hereto is contingent upon the following:

a. Assignor paying to Supplier any and all outstanding amounts due for products delivered, plus all gasoline revenues collected through the time of execution hereof, any late fees, and any other amounts and/or indebtedness due under the Agreement, on or before the date hereof, via cash or certified funds;

b. Assignee placing with Supplier a security deposit(s) in the amount of **\$0.00**

c. Payment by Assignor of an assignment fee of **\$1,500.00**, on or before the date hereof, via cash or certified funds, associated with the assignment of the Agreement; and

8) Governing Law. This Assignment has been made, executed and delivered in the State of Georgia and the terms and provisions of this Assignment shall be construed and interpreted in accordance with the laws of the State of Georgia without reference to its principles of conflicts of laws.

9) Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the Assignee, Assignor, and Supplier and their respective heirs, administrators, executors, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Assignor, Assignee, and Supplier have caused this instrument to be executed under seal on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Kam Henderson

Witness

J. Hoopes

Notary Public

J HOOPES

NOTARY PUBLIC

WINNETT COUNTY, GEORGIA
MY COMM. EXPIRES 03/19/2021

ASSIGNOR:

Keshwani Investment, LLC

Arif Keshwani

By: **Arif Keshwani**

Its:

[corporate seal]

Signed, sealed and delivered
in the presence of:

Kam Henderson

Witness

J. Hoopes

Notary Public

J HOOPES

NOTARY PUBLIC

WINNETT COUNTY, GEORGIA
MY COMM. EXPIRES 03/19/2021

Arif Keshwani

(Seal)

Arif Keshwani, individually

Address:

[REDACTED]

Signed, sealed and delivered
in the presence of:

Kam Heru
Witness
J. Hoopes
Notary Public

J HOOPES
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
MY COMM. EXPIRES 03/19/2021

ASSIGNEE:
Babwani Investments, Inc.

H. Babwani (Seal)
By: **Hasina Amirali Babwani**
Its:

Signed, sealed and delivered
in the presence of:

Kam Heru
Witness
J. Hoopes
Notary Public

J HOOPES
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
MY COMM. EXPIRES 03/19/2021

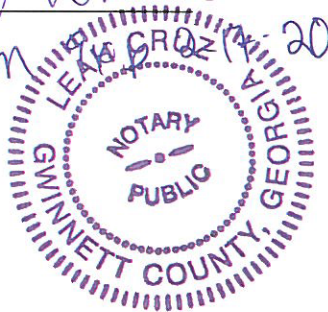
PERSONAL GUARANTOR:

H. Babwani (Seal)
By: **Hasina Amirali Babwani**, individually
Address: 161 Kent Valley Cir, Tucker GA 30084

SS# [REDACTED]

Signed, sealed and delivered
in the presence of:

[Signature]
Witness
Lual Cruz
Notary Public
my com



SUPPLIER:
PREMIER PETROLEUM, INC.

Aziz Dhanani
By: **Aziz Dhanani**
Its: President

(Corporate Seal)

EXHIBIT "A"

SUPPLY AGREEMENT AND ASSIGNMENT OF AGREEMENTS

(Attached hereto)

**** NOTICE ****

This certificate becomes null & void if ownership changes. We must be notified in writing within 5 days of such change or transfer. A fee of \$35.00 will apply.

Account Number

104261

Type

CONVENIENCE STORE

Page 40 of 73
Certificate Number

7820

Issued

02/04/2019

Expires

12/31/2019

Business Location:

1183 HIGHWAY 54

Customer # 125434

SHELL FOOD MART
1183 HIGHWAY 54
FAYETTEVILLE, GA 30214

Tax Amount 75.00

Reinstatement Fee and Penalty .00

Interest .00

Total Amount 75.00

BY: Stacy Bauer

***** POST THIS CERTIFICATE IN A CONSPICUOUS PLACE *****

Office Copy Only

**** NOTICE ****

This certificate becomes null & void if ownership changes. We must be notified in writing within 5 days of such change or transfer. A fee of \$35.00 will apply.

2019

**OCCUPATIONAL TAX
CERTIFICATE**

Business Location: 1183 HIGHWAY 54

Customer # 125434

Account Number

104261

Type

CONVENIENCE STORE

Tax Amount 75.00

Reinstatement Fee and Penalty .00

Interest .00

Total Amount 75.00

Certificate Number

7820

Issued

02/04/2019

Expires

12/31/2019

SHELL FOOD MART
1183 HIGHWAY 54
FAYETTEVILLE, GA 30214



Fayette County

Finance Department
140 Stonewall Avenue West
Suite 101
Fayetteville, GA 30214
Phone: 770-305-5413

Required Supporting Documentation

Survey showing a scale drawing HOD on file

Attach affidavit of each person whose name appears on application for license HOD

Copy of deed or lease HOD

A background check(s) HOD

Affidavit stating the licensee and license representative is 21 year age, a resident of the state and a manager of the business HOD

Zoning letter _____ on file HOD date 2/5/19

Fire Marshal letter HOD

Copy of State Alcohol license _____

Copy of Secretary of state current registration HOD

Copy of annual report of alcohol sales percentage _____

Fingerprint by Sheriff Office HOD

COUNTY AGENDA REQUEST

Page 42 of 73

Department: Parks and Recreation

Presenter(s): Anita Godbee, Director

Meeting Date: Thursday, July 11, 2019

Type of Request: Consent #3

Wording for the Agenda:

Approval to accept donation by the Fayette County Baseball Association of a tree and plaque for Kiwanis Park in Memory of Coach "Buddy" Barnes.

Background/History/Details:

William "Buddy" Barnes was a coach, board member, and umpire for the Fayette County Youth Baseball Association from 1985 until the early 2000s. He passed away in April 2018 after a battle with cancer. The Baseball Association wishes to honor "Buddy" by placing a tree and plaque at Kiwanis Park in his memory.

At the June 11, 2019 Recreation Commission meeting, the Recreation Commission voted unanimously to recommend the acceptance of the donation of the tree and plaque. The inscription on the plaque would be as follows:

In Memory Of:
Coach "Buddy" Barnes
July 23, 1945 - April 5, 2018

What action are you seeking from the Board of Commissioners?

Approval to accept donation by the Fayette County Baseball Association of a tree and plaque for Kiwanis Park in Memory of Coach "Buddy" Barnes.

If this item requires funding, please describe:

n/a

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

If so, when?

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

Backup Provided with Request? Yes

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

Approved by Finance Not Applicable

Reviewed by Legal

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

COUNTY AGENDA REQUEST

Page 43 of 73

Department: 911 Communications

Presenter(s): Katye Vogt/Ted Burgess

Meeting Date: Thursday, July 11, 2019

Type of Request: Consent #4

Wording for the Agenda:

Approval of Change Order #1: Level of Effort and Timeline Adjustment Contract #1229-P: Radio Communications Consultant in the amount of \$90,000.00.

Background/History/Details:

On June 22, 2017 the Board of Commissioners awarded Contract #1229-P to Mission Critical Partners, Inc. to serve as consultants in acquisition of an upgraded radio system, in the amount of \$290,000.00. The Implementation and Project Support portion of the contract was calculated based on the unusual complexity and uncertainty of this type of project. As implementation moves forward, it has become apparent that additional effort will be required beyond that which was included in the original price.

Mission Critical has been a vital part of our team in evaluating the respondents to Fayette County's Public Safety Radio System RFP. Their experience was crucial in ensuring a comparison which evaluated "apples to apples" in the extensive responses received. We have continued to rely on their expertise in several areas and require their services going forward. Their review of product orders, tower assessments, and other documents always provides additional insight to assist in our decision making process. This interactive process helps to ensure the system will function as required to help provide reliable communications for our Fayette County Public Safety members as an added layer of protection and through them, to our citizens. Mission Critical has also been heavily involved in securing a positive outcome with respect to tower negotiations. They have reviewed documents, participated in conference calls, and utilized members of their team to assist in said negotiations which were not anticipated at the time of the original contract.

What action are you seeking from the Board of Commissioners?

Approval of Change Order #1: Level of Effort and Timeline Adjustment Contract #1229-P: Radio Communications Consultant in the amount of \$90,000.00.

If this item requires funding, please describe:

\$90,000.00 from approved 2017 SPLOST funding

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

If so, when?

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

Backup Provided with Request? Yes

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

Approved by Finance Yes

Reviewed by Legal

Approved by Purchasing Yes

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:



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

To: Steve Rapson

From: Ted L. Burgess

Date: July 11, 2019

Subject: Contract #1229-P: Radio Communications Consultant
 Change Order #1: Level of Effort and Timeline Adjustment

Fayette County, Georgia operates a Public Safety radio system which is housed at the 911 Communications Center, and provides services to the Cities of Fayetteville and Peachtree City, the Town of Tyrone; Fayette County Board of Education; Fayette County Sheriff's Office and Marshal's Office; and Fire and Emergency Medical Services.

On June 22, 2017 the Board of Commissioners awarded Contract #1229-P to Mission Critical Partners, Inc. to serve as consultants in acquisition of an upgraded radio system, in the amount of \$290,000.00.

The Implementation and Project Support portion of the contract was calculated based on the unusual complexity and uncertainty of this type of project. As implementation moves forward, it has become apparent that additional effort will be required beyond that which was included in the original price (please see the attached change order).

Specifics of the proposed change order are as follows:

Contract Name	1229-P: Radio Communications Consultant
Change Order	#1: Level of Effort & Timeline Adjustment
Vendor	Mission Critical Partners, Inc.
Not-to-Exceed Price:	
Original Amount	\$290,000.00
Change Order #1	<u>90,000.00</u>
Net Total Contract	\$380,000.00

Budget:	
Funding	Approved 2017 SPLOST Funding
Project	17PAA
Available Amount	\$2,940,040.31 As of 6/7/2019



Change Order 1 – Description

Contract #1229-P Radio Communications System Consultant (MCP Project #17-145).

In collaboration with Fayette County, Georgia (County) staff, Mission Critical Partners, LLC (MCP) has identified significant expanded scope support that will be necessary to address issues that have become known as the project implementation phase has proceeded. An explanation of these additional scope elements is provided below.

1. **Mitigation of Risk and Impact Related to Site Availability or Anticipated Costs** – As changes occur in the availability and anticipated costs of the sites, these changes must be analyzed for impact on the design and budget. Close collaboration with the prime vendor, their sub-contractors and other parties will be necessary to mitigate negative impacts and to resolve issues in the most favorable manner for the County. The need for this effort has already been identified for the Hwy 54 site where extensive mitigation planning and coordination is expected, and it is anticipated that issues and concerns will likely occur at some of the other nine sites. Proactive engagement of MCP helps to mitigate risk for the County. The original scope anticipated that all proposed sites would be available and that there would not be any significant design or cost variation impacts to manage.
2. **Mitigation of Risk Associated with Obtaining Sufficient Licensable Frequencies** – During recent design verification discussions, the vendor has identified the risk that there may be variations in the original set of licensable frequencies that were anticipated by the vendor. A proactive effort and MCP engagement in these discussions will help mitigate the risk of negative design impact, extra costs and/or schedule slippage. The original scope anticipated that all proposed frequencies and related design elements would be as proposed.
3. **A Higher Level of Site Lease Negotiation Effort** – The County has requested a higher level of MCP engagement in the negotiation of site leases than what is typically anticipated. These negotiations to creatively reduce future costs for site leases will be unusually complex and require close collaboration with the vendor and sub-contractors along with tower owners and management firms. These additional efforts will serve to lower long-term operational costs for the sites.
4. **Extended Implementation Timeline** - The original implementation time line estimated by the vendor was for 14 months. During early implementation phase meetings, a revised timeline was validated which extended the estimate to 20 months. The challenges related to the Hwy 54 site have added another 2 months to the schedule, which is now estimated at 22 months. This has added 8 months to the original vendor schedule. This schedule extension will require additional support from MCP to align with the longer implementation phase effort.



Project Pricing – Change Order 1

Professional services described in the above change order will be provided under the additional fee noted below. MCP requests an adjustment to increase the contract value in accordance with this change order.

Additional fee request related to this change order is a **total fee of \$90,000**, including expenses.

Agreement

Fayette County, Georgia, and Mission Critical Partners, LLC agree to Change Order #1 documented herein, on this 28th day of May, 2019. Change Order #1 is an addition to the already executed Contract and does not replace or supersede the terms and conditions established therein.

Fayette County, Georgia

Date

Mission Critical Partners, LLC

A handwritten signature in blue ink, appearing to read 'John L. Spearly', is written over a horizontal line.

John L. Spearly,
VP & Director of Administrative Services

May 28, 2019

Date



911 Communication Center

140 Stonewall Avenue West
Fayetteville, GA 30214
Phone: 770-305-5413
www.fayettecountyga.gov

To: Steve Rapson

From: Katye Vogt

Date: July 11, 2019

Subject: Contract #1229-P: Radio Communications Consultant
Change Order #1: Level of Effort and Timeline Adjustment

Fayette County 911 operates a Public Safety radio system in our mission to provide services to the Cities of Fayetteville and Peachtree City, the Town of Tyrone, Fayette County Board of Education, Fayette County Sheriff's Office and Marshal's Office, and Fire and Emergency Medical Services among others.

Mission Critical has been a vital part of our team in evaluating respondents to Fayette County's Public Safety Radio System RFP. Their experience was crucial in ensuring a comparison which evaluated "apples to apples" in the extensive responses received. We have continued to rely on their expertise in several areas and require their services going forward. Their review of product orders, tower assessments, and other documents always provides additional insight to assist in our decision making process. This interactive process helps to ensure the system will function as required to help provide reliable communications for our Fayette County Public Safety members as an added layer of protection and through them, to our citizens.

Mission Critical has also been heavily involved in securing a positive outcome with respect to tower negotiations. They have reviewed documents, participated in conference calls, and utilized members of their team to assist in said negotiations which were not anticipated at the time of the original contract.

Therefore, it is my recommendation to proceed with the change order proposed for contract 1229-P. Please feel free to contact me should you require any further information.

Katye Vogt

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

Director

Fayette County 911 Communications

COUNTY AGENDA REQUEST

Page 48 of 73

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval to award RFQ (Request for Quote) #1685-A to Frontier Electric and Mechanical, Inc. in the amount of \$50,270.00 for laser grading and sod work on field #4 at Kiwanis Park and approval to transfer \$5,000 from Park Contingency funds to fully fund the project.

Background/History/Details:

Kiwanis Park Baseball Field #4 currently is in need of repair due to inconsistency in grade that has developed over the years. The outfield from center field to the fence along the right field line is low and there is not a consistent grade from left field to right field. Immediately leaving the infield, between first and second base, there is a severe drop in grade. The infield contains high areas in the vicinity of third base and low areas between first, second and third base. The various grades especially behind first base have become a safety concern. RFQ #1685 was sent out to potential contractors asking for quotes to provide a constant slope from left field to right field, from the infield to the outfield, as well as, to provide consistent grades outside the grassed portion of the infield. It is anticipated that over one-foot of fill dirt will be required at the low point at the right field fence. In order to provide a transition to existing ground, fill dirt will be required outside of the field area, tying into the existing ground. Three contractors responded to the RFQ with Frontier Electric and Mechanical, Inc. providing the lowest quote in the amount of \$50,270.00 for grading and sod work. The Fayette County Buildings and Grounds Department will provide the installation of the irrigation system for the project. Irrigation parts for the project will be in the amount of \$2,808.00. Therefore, the aggregate project cost is \$53,078.00.

What action are you seeking from the Board of Commissioners?

Approval to award RFQ #1685-A to Frontier Electric and Mechanical, Inc. in the amount of \$50,270.00 for laser grading and sod work on field #4 at Kiwanis Park and approval to transfer \$5,000 from Park Contingency funds to fully fund the project.

If this item requires funding, please describe:

The aggregate project cost is \$53,078.00. The budget includes \$49,000 for Re-crowning at Kiwanis Park Field #4 in account 37560110 541210 6110K. \$5,000 is needed from park contingency fund to fully fund 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:

Finance - the current available budget in the CIP Parks Contingency Fund is \$41,823.



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

To: Steve Rapson

From: Ted L. Burgess

Date: July 11, 2019

Subject: Request for Quotes #1685-A, Kiwanis Park Grading

The Capital Improvement Projects (CIP) budget for the Department of Parks and Recreation provides for repairs to Baseball Field #4 at Kiwanis Park. The Purchasing Department issued Request for Quotes #1685-A to obtain a contractor for this purpose. Notice was emailed to 67 companies. Another 1,150 were contacted through the web-based Georgia Procurement Registry. The offer was also advertised through the Georgia Local Government Access Marketplace.

Three vendors submitted quotes (please see attached). The Parks & Recreation Department recommends award to the contractor offering the lowest quote, Frontier Electric & Mechanical. It was decided to recommend the option of new sod inside the fence instead of sprigged grass.

There is no previous contract on record with Frontier Electric & Mechanical, so a Contractor Performance Evaluation is not available. Specifics of the proposed contract are as follows:

Contract Name	1685-A: Kiwanis Park Grading	
Contractor	Frontier Electric & Mechanical, Inc.	
Contract amount	\$50,270.00	
Budget:		
Fund	375	Capital Improvement Project
Org Code	37560110	Recreation CIP
Object	541210	Other Improvements
Available:		
Project 6110K	\$49,000.00	Kiwanis Baseball #4 - Recrowning
Transfer	<u>5,000.00</u>	From Park Contingency Funds
Net Balance	\$54,000.00	Upon Approval of the Requested Transfer*

*Note: Funding of \$2,808.00 for the irrigation system is needed in addition to \$50,270.00 for the contract. The Buildings and Grounds Maintenance Department will install the irritation system.

ATTACHMENT

Request for Quotes #1685-A: Kiwanis Park Grading

DESCRIPTION	UOM	EST. QTY.	FRONTIER ELECTRIC, INC.		THE K & E GROUP		C & S CONSTRUCTION & CONSULTING, INC.	
1. Mobilization, erosion control, sod stripping, rough grade, fine grade, and other tasks	LS	1		\$34,962.50		\$52,500.00		\$41,409.00
2. Seed & straw outside fence	SF	3,900	\$1.25	\$4,875.00	\$0.75	\$2,925.00	\$5.50	\$21,450.00
3. Sprig grass inside the fence	SF	16,050	\$0.95	\$15,247.50	\$1.25	\$20,062.50	\$2.75	\$44,137.50
4. New Sod inside the fence	SF	16,050	\$0.65	\$10,432.50	\$1.25	\$20,062.50	\$2.75	\$44,137.50
Total Quote				\$65,517.50		\$95,550.00		\$151,134.00
Total Contract (Excluding Sprigged Grass)				\$50,270.00		\$75,487.50		\$106,996.50

COUNTY AGENDA REQUEST

Page 51 of 73

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval to renew Contract #1459-B to Peek Pavement Markings for an annual contract for pavement striping services to be used on various projects throughout fiscal year 2020 for a not-to-exceed amount of \$151,666.

Background/History/Details:

This contract will allow the Road Department to have a vendor on-call to stripe and mark roads after resurfacing or general maintenance activities.

In calendar year 2017 the Road Department went out for four different striping bids to handle striping needs on a project by project basis. This annual contract allows striping to be placed quicker and reduce the burden on the Purchasing Department for striping needs.

This annual contract renewal is for the upcoming FY20, and the contract can be renewed on a fiscal year basis one more time thereafter.

Not-to-exceed amount of \$151,666.

What action are you seeking from the Board of Commissioners?

Approval to renew Contract #1459-B to Peek Pavement Markings for an annual contract for pavement striping services to be used on various projects throughout fiscal year 2020 for a not-to-exceed amount of \$151,666.

If this item requires funding, please describe:

This request has been funded under Road Department's O&M Technical Services account 10040220-521316, LMIG and CIP accounts.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



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

To: Steve Rapson

From: Ted L. Burgess

Date: July 11, 2019

Subject: Invitation to Bid #1459-B: Annual Pavement Striping
 Renewal #1

Each year, the Road Department procures contractors for temporary striping, permanent striping, and raised pavement markings as part of regular construction and maintenance of county roads.

On June 28, 2018 the Board of Commissioners awarded Contract #1459-B to Peek Pavement Markings, which allows two renewals with the concurrence of both parties. Peek Pavement Markings has agreed to contract renewal, maintaining the unit prices as agreed upon in the original contract.

The not-to-exceed amount of the contract in the initial year was \$197,575.00. The not-to-exceed amount for Fiscal Year 2020 will be \$151,666.00 which reflects the availability of funds from the various sources. A Contractor Performance Evaluation is attached for the previous year's work.

Specifics of the proposed contract are as follows:

Contract Name	1459-B: Annual Pavement Striping	
Contract Renewal	Renewal #1	
Contractor	Peek Pavement Markings, LLC	
Type of Contract	On-Demand Service	
Not to Exceed Price	\$151,666.00	
Budget:		
37540220-541210	\$77,996.38	CIP 184AE – Public Works Parking Lot
37540220-541210	500,000.00	CIP 194AA – Non SPLOST Countywide
10040220-521316 M&O	48,292.00	M&O – Technical Services
10040220-521316	<u>120,569.00</u>	LMIGO – Local Maint. & Imp. Grant 2020
Total	\$746,857.38	

Note: In addition, funding may be used from various CIP and SPLOST project accounts.

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

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

VENDOR INFORMATION**COMPLETE ALL APPLICABLE INFORMATION**

Company Name:
Peek Pavement Marking, LLC

Contract Number:
#1459-B

Mailing Address:
4600 Peek Ind. Drive

Contract Description or Title:
Annual Pavement Striping

City, St, Zip Code:
Columbus, GA 31909

Contract Term (Dates)
From: 7/6/2018 To:

Phone Number:
706-563-5861

Task Order Number:

Cell Number:
706-604-7347

Other Reference:

E-Mail Address:
bdye@peeksafety.com

DEFINITIONS

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

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

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

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

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

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

EVALUATED BY

Signature: *Bradley Klinger*
Print Name: **BRADLEY KLINGER**
Title: **ASST DIRECTOR**

Date of Evaluation: **5/12/19**
Department/Division: **ROAD**
Telephone No: **6039**

[illegible]

Purchasing Department Comments (e.g. did the vendor honor all offers; submit insurance, bonds & other documents in a timely manner; and provide additional information as requested?):

COUNTY AGENDA REQUEST

Page 55 of 73

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval to renew Contract #1505-B to Atlanta Paving & Concrete Construction Inc. for an annual contract for asphalt milling services to be used on various project throughout fiscal year 2020 for a not-to-exceed amount of \$199,683.

Background/History/Details:

This annual contract will be used to procure asphalt milling services for use throughout the year on various road maintenance projects, primarily asphalt resurfacing projects. Asphalt milling is a widely used method of removing failing sections of road to allow for patching and repair prior to resurfacing. This operation provides a better quality final product and a significant time savings as compared to dig out and removal with excavator type equipment.

If approved, this contract renewal will expire June 30, 2020 with one option to renew remaining.

Estimated not-to-exceed contract amount of \$199,683.

What action are you seeking from the Board of Commissioners?

Approval to renew Contract #1505-B to Atlanta Paving & Concrete Construction Inc. for an annual contract for asphalt milling services to be used on various project throughout fiscal year 2020 for a not-to-exceed amount of \$199,683.

If this item requires funding, please describe:

Funding for asphalt milling is budgeted in the Road Department's O&M Technical Services account 10040220-521316, LMIG and CIP accounts.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



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

To: Steve Rapson

From: Ted L. Burgess

Date: July 11, 2019

**Subject: Invitation to Bid #1505-B: Asphalt Milling Service
 Renewal #1**

Asphalt milling (also called pavement milling or profiling) is the process of removing part of the surface of a paved road in preparation for patching or repair prior to road resurfacing. This can remove distresses from the road surface, and lengthen roadway life.

On June 28, 2018 the Board of Commissioners awarded Contract #1505-B for asphalt milling to Atlanta Paving & Concrete Construction, Inc. The annual contract included two renewal options, with concurrence of both parties. The not-to-exceed amount of the initial contract was \$324,000.00. While maintaining unit prices at the contracted level, the not-to-exceed amount of Renewal #1 is \$199,683.00 based on funds available from the various sources.

A Contractor Performance Evaluation is attached for the initial year of the contract.

Specifics of the proposed contracts are as follows:

Contract Name	1505-B: Asphalt Milling Service	
Contract Amendment	Amendment #1	
Type of Contract	Indefinite Quantity, Fixed Price Contract	
Vendor	Atlanta Paving & Concrete Construction, Inc.	
Not-to-Exceed Amount	\$199,683.00	
Budget:		
10040220-521316	34,287.00	Road Dept. M&O – Technical Services
10040220-521316	120,569.00	LMIGO
37540220-541210	<u>77,996.38</u>	CIP 184AE – Public Works Parking Lot
Total	\$232,852.38	

Note: In addition, funding may be used from various CIP and SPLOST project accounts.

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

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

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Atlanta Paving & Concrete Construction, Inc.	Contract Number: #1505-B
Mailing Address: 6825 Jimmy Carter Blvd., Ste. 1400	Contract Description or Title: Asphalt Milling Services
City, St, Zip Code: Norcross, GA 30071	Contract Term (Dates) From: July 2018 To:
Phone Number: 770-220-0228	Task Order Number:
Cell Number: 770-710-9990	Other Reference:
E-Mail Address: whoatright@atlantapaving.com	malston@atlantapaving.com

DEFINITIONS

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

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

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

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

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

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

EVALUATED BY

Signature: <i>Bradley Klinger</i>	Date of Evaluation: 5/6/19
Print Name: BRADLEY KLINGER	Department/Division: ROAD
Title: ASST DIRECTOR	Telephone No: 6039

BOARD OF COUNTY COMMISSIONERS

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

FAYETTE COUNTY, GEORGIA

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



140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

Minutes

June 27, 2019

6:30 p.m.

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

Call to Order

Chairman Randy Ognio called the June 27, 2019 Board of Commissioners meeting to order at 6:34 p.m. A quorum of the Board was present. Commissioner Eric Maxwell was absent from the Board Meeting. Commissioner Charles Rousseau arrived at 6:56 p.m.

Invocation and Pledge of Allegiance by Vice Chairman Charles Oddo

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

Acceptance of Agenda

Vice Chairman Charles Oddo moved to remove agenda item #1 and to accept the agenda. Commissioner Edward Gibbons seconded. The motion passed 3-0. Commissioners Maxwell and Rousseau were absent.

PROCLAMATION/RECOGNITION:**1. Recognition of Fayette State Court Interns.**

This item was removed from the agenda at the beginning of the meeting.

2. Recognition of awardees for the Fayette County Public Arts Committee 2019 Chalk Art Competition.

Heather Cap and Cameron LaFoy, Fayette County Public Arts Committee Chairman, on behalf of the Board, recognized the 2019 Chalk Art Competition Awardees. Mr. LaFoy acknowledged all of the participants and expressed his appreciation for their creativity and artistic talents. Second place winner, Donna Fields was present to accept her reward.

PUBLIC HEARING:**3. Second of two Public Hearings on Fayette County's proposed annual budget for Fiscal Year 2020 which begins on July 1, 2019 and ends June 30, 2020 and approval of staff's recommendation to adopt the proposed Fiscal Year 2020 Annual Budget.**

Chief Financial Officer, Mary Parrott stated that the request was to approve the proposed Fiscal Year 2020 Annual Budget and subsequently adopt Resolution 2019-09 to officially adopt Fiscal Year 2020 Annual Budget. Mrs. Parrott added that the proposed Fiscal Year 2020 Annual Budget presentation was the same as the one presented at the first Public Hearing on June 13, 2019. Mrs. Parrott stated that there was one change being recommended to the budget, which involved the Juvenile Judge in the Griffin Circuit. She continued that the State had mandated an additional \$25,000 be added to the salaries and that it was related to the

fifth Superior Court Judge. Mrs. Parrot stated that the county had been mandated to pay that amount as part one of the four counties in the Griffin Circuit. She stated that the Fayette County case load was 24.9% for the Juvenile Court and the allocated annual amount to contribute was \$6,700; and for the current year FY2020 the amount would be \$3,350 with the Judge coming on January 1, 2020. This amount had been added into the Budget. She noted that this addition to the expenditures, lessened the impact to the Fund Balance which was \$403,295.

Mrs. Parrot stated that the remainder of the presentation were discussion items that would require Board direction. These items included the fifth judgeship impact, Superior Court Judge supplement impact, Constitutional Officer supplement impact, and other supplement impacts. She concluded the budget presentation stating that the General Fund Balance had a positive impact at \$403,295.

The following public comments were made regarding the budget:

Alice Jones stated that although she had not had the opportunity to go over the budget she wanted to express her concern and suggested the Board make sure county staff was being adequately compensated. She added that she was aware of the push to support the county's Public Safety employees but wanted to make sure that the county's line staff was not forgotten in the process.

Tony Parrott asked the Board to delete an item in the budget to curate the Horton Creek artifacts at the Starr's Mill pump station and honor the memorandum of agreement with the Army Corps of Engineers.

Vice Chairman Oddo moved to approve staff's recommendation to adopt the proposed Fiscal Year 2020 Annual Budget with no addition, but with one change to raise the bell curve minimum from 1.25% to 2.5%. Commissioner Gibbons seconded.

Mr. Rapson stated in reference to Mrs. Jones' comments, that this budget would provide a 9.09% pay increase for all Public Safety personnel in Fayette County which included the Sheriff's Office, 911, Fire & EMS, and the Marshal's Office; all post certified officers. He added the goal in providing the increase was to ensure Fayette County maintained its competitiveness in the market when it came to Public Safety. Mr. Rapson stated that for the remainder of county employees, there would be a forced bell curve merit, were employees are eligible for a 1.25%, 2.50%, 3.75% or 5.00% increase based on performance throughout the year. He stated, for reiteration, that Vice Chairman Oddo's motion would change the forced bell curve to allow employees on that forced bell curve to have at least 2.5% increase. He added that the reason for the motion would ensure that no employee would see a reduction in pay because there would also be an increase in the retirement and contribution plan amount. He also stated that the budget would also include \$45,000 for a recreation assessment, which the Recreation Commission was in the process of starting.

In reference to Mr. Parrott's comments, we are moving forward with curating the Horton Creek artifacts and have received appropriate approvals to ensure these artifacts are properly handled and coordinated with the Historical Society.

Mrs. Parrott added that if the Board made the change to the bell curve minimum from 1.25% to 2.5%, it would add \$8,818 to the General Fund expense.

Commissioner Rousseau asked for clarification, if the four positions associated with the fifth judgeship in the Griffin Judicial Circuit was a request or if the positions were mandated.

Mr. Rapson stated, "Yes". He added that as result of the State approving the fifth judgeship, the associated position was mandated by the State to provide support to the judge.

Commissioner Rousseau stated that he wanted to specify that once approved by the State the 'request' would then become a mandate that the County had to act on and fulfill. He stated in explanation to the public, that a bell curve was synonymous with merit; an evaluation of staff performance in any given position. He asked that for clarification, what was the percentage increase for administrative and operational support employees within Public Safety.

Mr. Rapson stated that there were 17 employees in the Sheriff's Office and the proposed merit was a flat 5% increase. He continued that these individuals do receive performance evaluation, however this 5% increase was not based on the evaluations.

Commissioner Rousseau stated that he was not in favor of a 2.5% increase because county staff had to undergo a performance evaluation whereas, Public Safety employees, in similar positions, would have an automatic 5% pay increase.

Commissioner Gibbons agreed with Commissioner Rousseau noting the disparity between employees in similar position receiving the automatic pay increase while others had to undergo a performance evaluation. He stated that the focus of this budget, for him, was to ensure the county's Public Safety employees were appropriately compensated and that he did not want to lose sight of that. He added, however that he would be open to consider 5% increase for all non-safety employees next year.

Vice Chairman Oddo moved to approve staff's recommendation to adopt the proposed Fiscal Year 2020 Annual Budget with no addition, but with one change to raise the bell curve minimum from 1.25% to 2.5%. Commissioner Gibbons seconded. The motion passed 3-1, with Commissioner Rousseau voting in opposition. Commissioner Maxwell was absent.

4. Consideration of Ordinance 2019-04, Amendments to Chapter 110. Zoning Ordinance, including Section 110-142. - O-I, Office-Institutional and Section 110-173. - Transportation Corridor Overlay Zone regarding the SR 54 West Corridor.

Community Development Director Pete Frisina read the Introduction to Public Hearings for the Rezoning of Property.

Mr. Frisina stated that in February 2019 Planning and Zoning staff and Planning Commission started discussions with an individual regarding an internal access climate-controlled storage facility on SR 54 West. Mr. Frisina stated that based on the discussion staff and the Planning Commission completed a corridor study of SR 54 West and as a result, recommended amendments to the Zoning Ordinance and the Land Use Element and Future Land Use Map of the Comprehensive Plan. These amendments to the Zoning Ordinance included a Special Development District specifically for SR 54 West in the O-I zoning district and correlated amendments to the existing SR 54 West Overlay Zone. Mr. Frisina stated the Special Development District created the following expanded uses in O-I on parcels with a minimum of five acres: businesses that supply services, equipment and/or resources to the film industry, call center, cellular phone/communication device sales and/or service, computer technology service, sales and/or repair, medical equipment sales, rental and/or repair, restaurant (no drive-through or drive-in), television/radio broadcasting studio, movie/music/media productions or telecommunications, server farm/data center and internal access self-storage facility.

Mr. Frisina added that within an internal access self-storage facility, a minimum of 20 percent of the footprint was required for office, business and building contractor uses. In addition, regulations for Mixed Residential/Office develop would allow Office-Institutional zoning along the frontage of SR 54 with the remainder of the property being developed as residential with a requirement that the concept plan depict how the entire property would be developed, indicating the division between office and residential zoning districts, the SR 54 entrance and internal connecting road network.

Mr. Frisina stated that there was also an amendment in the Transportation Corridor Overlay Zone regarding the SR 54 West Corridor, under architectural standards. He added that the Planning Commission recommended seeing the elevation drawings at the time of the zoning request to assist with the request consideration to ensure it would meet architectural standards.

No one spoke in favor or in opposition.

Vice Chairman Oddo asked what an example of institutional use would be.

Mr. Frisina stated that institutional use could be a school or government office. He added that O-I, Office-Institutional standard zoning term referred more to office than it did institutional use.

Commissioner Gibbons moved to approve Ordinance 2019-04, Amendments to Chapter 110. Zoning Ordinance, including Section 110-142. - O-I, Office-Institutional and Section 110-173. - Transportation Corridor Overlay Zone regarding the SR 54 West Corridor. Vice Chairman Oddo seconded. The motion passed 4-0. Commissioner Maxwell was absent.

5. Consideration of Resolution 2019-08, Amendments to Comprehensive Plan including the Land Use Element and Future Land Use Map regarding the SR 54 West Corridor.

Mr. Frisina stated that in correlation with Ordinance 2019-04 Planning and Zoning staff and the Planning Commission started discussions with an individual regarding an internal access climate-controlled storage facility on SR 54 West. He stated that based on those discussions, staff and the Planning Commission completed a corridor study of SR 54 West and as a result, recommended amendments to the Zoning Ordinance and the Land Use Element and Future Land Use Map of the Comprehensive Plan. These amendments to the Comprehensive Plan would correlate with amendments to the O-I zoning district and existing SR 54 West Overlay Zone to expand uses in O-I on parcels with a minimum of five acres. Mr. Frisina added that, guidelines for Mixed Residential/Office developments would allow Office-Institutional zoning along the frontage of SR 54 with the remainder of the property being developed as residential and with a requirement that the concept plan depict how the entire property would be developed, indicating the division between office and residential zoning districts, the SR 54 entrance and internal connecting road network.

No one spoke in favor or in opposition.

Commission Rousseau moved to approve Resolution 2019-08, Amendments to Comprehensive Plan including the Land Use Element and Future Land Use Map regarding the SR 54 West Corridor. Vice Chairman Oddo seconded. The motion passed 4-0. Commissioner Maxwell was absent.

Chairman Ognio recused himself from discussion of item #6 because of his personal/professional dealings with the applicant and left the Public Meeting room until conversations were complete.

6. Consideration of Petition No. 1285-19, Ognio Holdings, LLC, Owner, request to rezone 18.78 acres from A-R to M-1; property located in Land Lot 232 of the 5th District, and fronts on SR 279 and Old Road.

Mr. Frisina introduced the item. Mr. Frisina asked if the Petitioner was willing to move forward with the Hearing with less than the full Board present.

Mr. Roger Ognio, of Ognio Holdings, LLC agreed to move forward.

Mr. Frisina stated that both staff and the Planning Commission recommended approval.

Mr. Roger Ognio stated that the request met the land use in that area.

No one spoke in favor or in opposition.

Commissioner Gibbons moved to approve Petition No. 1285-19, Ognio Holdings, LLC, Owner, request to rezone 18.78 acres from A-R to M-1; property located in Land Lot 232 of the 5th District, and fronts on SR 279 and Old Road. Commissioner Rousseau seconded. The motion passed 3-0-1. Commissioner Maxwell was absent. Chairman Ognio recused himself.

Chairman Ognio returned to the Board of Commissioners Meeting.

CONSENT AGENDA:

Vice Chairman Oddo moved to accept the Consent Agenda. Commissioner Gibbons seconded. The motion passed 4-0. Commissioner Maxwell was absent.

7. **Approval of staff's recommendation to declare eleven vehicles as unserviceable and sell the assets online utilizing contracted auction services and for all proceeds to be returned to the vehicle replacement fund.**
8. **Approval to authorize staff to acquire all fee simple right-of-way for the proposed sight distance improvements along Antioch Road at Winn Way.**
9. **Approval to authorize staff to acquire all fee simple right-of-way, easements and appraisals for the proposed roundabout to be constructed at the intersection of Countyline Road, Inman Road, S. Jeff Davis Road and Northbridge Road (2004 SPLOST Project R-8A); conditioned on the approval of the intergovernmental agreement with Clayton County.**
10. **Approval of staff's recommendation to award Bid #1667-B for water treatment chemicals to the low bidders Brenntag Mid-South, Inc., Chemtrade Chemicals and Chemrite Chemicals for a total not-to-exceed amount of \$184,745.00.**
11. **Approval of staff's recommendation to award Bid #1697-S for Cal-Flo Lime Slurry Solution water treatment chemical to Burnette Lime Company, Inc. for a total not-to-exceed amount of \$160,549.20.**
12. **Approval of the June 13, 2019 Board of Commissioners Meeting Minutes.**

OLD BUSINESS:

NEW BUSINESS:

13. **Consideration of a draft Intergovernmental Agreement with Peachtree City for the maintenance of Federal-Aid Path Project PI 012624-Segments A, E1 and E2 and SPLOST Project 17TAI-Segments G1 and G2 or H1, H2 and H3.**

Public Works Director Phil Mallon stated that the intent of this request would be to establish an agreement between Fayette County and Peachtree City to facilitate the construction of two path projects along Redwine Road. He added that the first project was a Federal-Aid Path Project (PI 012624-Segments A, E1). Mr. Mallon stated that under this agreement Fayette County would cover all cost associated with the project including design, right-of-way acquisition, construction, and construction management with Peachtree City contributing right-of-way and green space. The second project would be a safe crossing at Redwine Road for families and students who attend Starr's Mill School. Mr. Mallon stated that there had been discussion of a tunnel near the school complex, however that concept was not an agreeable location for Fayette County Schools. Mr. Mallon stated that the concept moved the tunnel construction near the Robinson Road intersection. He added, regarding this project, Fayette County would be responsible for design and construction of the tunnel at that location and it would tie into the current Peachtree City paths.

Commissioner Gibbons asked for clarification that this agreement would be a draft for Peachtree City to review and ratify. Mr. Rapson stated correct. Commissioner Gibbons asked what happened if the agreement was not approved.

Mr. Mallon stated that staff would go back and consider other options for the tunnel project or reallocate those funds to other projects; however, with the Federal-Aid portion there would be limited options, be it a reduced scope project or possibly the loss of the project.

Vice Chairman Oddo moved to approve draft Intergovernmental Agreement with Peachtree City for the maintenance of Federal-Aid Path Project PI 012624-Segments A, E1 and E2 and SPLOST Project 17TAI-Segments G1 and G2 or H1, H2 and H3. Chairman Ognio seconded. The motion passed 4-0. Commissioner Maxwell was absent.

14. **Consideration of Contract #1663-S: Motorola Service & Maintenance Agreement in the amount of \$513,181.83.**

911 Director Katye Vogt stated that Fayette County entered into a maintenance and support agreement in 2004 with Motorola Corporation for various technology systems within the 911 Communications Department. She added that as current technology initiatives are implemented (e.g. new mobile radio system and Carbyne call handling system), some Motorola services will be scaled back or eliminated. Ms. Vogt stated that dispatch service, onsite infrastructure response, preventive maintenance and technical support for the current radio system (SmartZone) and the 911 phone system (VESTA) were initially supported on the same Motorola servers and other hardware. Around two years ago, Motorola separated the two systems onto two separate sets of hardware; however, at that time they did not adjust the billing to properly reflect accounting classifications. Ms. Vogt stated that for Fiscal Year 2020, Motorola transferred \$62,052.22 from SmartZone radio system support to VESTA 911 phone system support to properly allocate costs. SmartZone charges were reduced by another \$43,494.39 to reflect transition to the new radio system being implemented by E.F. Johnson Corporation.

Commissioner Rousseau moved to approve Contract #1663-S: Motorola Service & Maintenance Agreement in the amount of \$513,181.83. Commissioner Gibbons seconded. The motion passed 4-0. Commissioner Maxwell was absent.

15. Consider changes to the County's defined benefit plan effective July 1, 2019, that will increase the multiplier to 2.0%, calculate final wages based on sixty months of employment, increase participants' mandatory contribution from 2.5% to 5.0% of their compensation and normalize vesting to five years.

Commissioner Rousseau stated that he was a trustee on the ACCG Defined Benefit Board and ask County Attorney Dennis Davenport if he needed to recuse himself from discussion of this item. Mr. Davenport asked Commissioner Rousseau if he felt he could make a decision based upon the information without bias either way. Commissioner Rousseau affirmed that he could.

Mr. Davenport stated that he was fine.

Commissioner Rousseau moved to approve changes to the County's defined benefit plan effective July 1, 2019, that will increase the multiplier to 2.0%, calculate final wages based on sixty months of employment, increase participants' mandatory contribution from 2.5% to 5.0% of their compensation and normalize vesting to five years. Commissioner Gibbons seconded. The motion passed 4-0. Commissioner Maxwell was absent.

16. Consideration of changing the County's defined contribution plan effective July 1, 2019, to increase the employer contribution from 3.8% to 5.0% of base salary for employees who began participating in the plan on or after January 1, 2014.

Commissioner Rousseau moved to approve changing the County's defined contribution plan effective July 1, 2019, to increase the employer contribution from 3.8% to 5.0% of base salary for employees who began participating in the plan on or after January 1, 2014. Commissioner Gibbons seconded. The motion passed 4-0. Commissioner Maxwell was absent.

17. Consideration of Keith Logan's request to connect to the City of Fayetteville's sewer system.

Keith Logan requested to connect to the City of Fayetteville's sewer system because his septic tank at his property was failing. The cost to replace the septic tank would be \$4,500. Mr. Logan stated that his neighbors to the right and left of his property are in unincorporated Fayette County and are connected to the city's sewer system.

Vice Chairman Oddo moved to approve Keith Logan's request to connect to the City of Fayetteville's sewer system. Commissioner Rousseau seconded. The motion passed 4-0. Commissioner Maxwell was absent.

18. Consideration of staff's request to apply for a Georgia Emergency Management Agency grant in the amount of \$2,260,418 for the 2017 SPLOST; Stormwater; Category I Project: Longview Dam to bring it into compliance with the Georgia Safe Dams Act of 1978.

Commissioner Rousseau moved to approve staff's request to apply for a Georgia Emergency Management Agency grant in the amount of \$2,260,418 for the 2017 SPLOST; Stormwater; Category I Project: Longview Dam to bring it into compliance with the Georgia Safe Dams Act of 1978. Chairman Ognio seconded. The motion passed 4-0. Commissioner Maxwell was absent.

19. Consideration of staff's recommendation to award annual bid #1644-B to Faultless Business Center as primary vendor with Rock-It Sand & Gravel, Inc. as secondary vendor for dump truck hauling services for fiscal year 2020 for a not-to-exceed amount of \$346,800.

Roads Department Director Steve Hoffman stated that the intent of this annual contract was to identify a vendor to provide on-call dump truck hauling services.

Commissioner Rousseau motioned to approve staff's recommendation to award annual bid #1644-B to Faultless Business Center as primary vendor with Rock-It Sand & Gravel, Inc. as secondary vendor for dump truck hauling services for fiscal year 2020 for a not-to-exceed amount of \$346,800. Vice-Chairman Oddo seconded. The motion passed 4-0. Commissioner Maxwell was absent.

20. Consideration of the County Attorney's recommendation to approve a disposition of tax refund, as requested by Travis Harvey, for tax year 2018 in the amount of \$807.76.

Commissioner Gibbons moved to approve County Attorney's recommendation to approve a disposition of tax refund, as requested by Travis Harvey, for tax year 2018 in the amount of \$807.76. Commissioner Rousseau seconded. The motion passed 4-0. Commissioner Maxwell was absent.

PUBLIC COMMENT:

Chuck Fuller voiced his concern regarding the Tourist Accommodation Ordinance. Mr. Fuller suggested the Board revisit the approval process for Tourist Accommodation.

Jay Jones stated that he was concerned about the Tourist Accommodation Ordinance within the County.

Joyce Stallworth Patrick stated that she had been personally negatively affected by the Tourist Accommodation Ordinance, with the house next door to her being listed on various sites available to rent. She suggested that the Board please review the process and procedure regarding the Tourist Accommodation Ordinance.

Sheila Louder expressed her concern and frustration with trying to get tar removed from the side of her vehicle, as a result of her driving through wet tar on Kite Lake Road that was being resurfaced.

Alice Jones stated that her deck had some deterioration as a result of carpenter bees and was recently replaced, she added that County staff recently came out to her home to perform an assessment and she wanted to make sure she would not receive a tax increase because of that replacement. Mrs. Jones stated that with the increase in the hot temperatures, she was perplexed as to why Fayette County did not have a Multi-use Center/Complex. She added that the Board should consider a SPLOST to fully fund a Multi-use Center/Complex.

ADMINISTRATOR'S REPORTS:

Mr. Rapson stated that the Tourist Accommodation Ordinance had various loopholes being reviewed and ways to monitor compliance to the Ordinance.

ATTORNEY'S REPORTS: County Attorney Dennis Davenport stated that there was two items of Threatening Litigation, one item of Real Estate Acquisition and the review of the Executive Session minutes for June 13, 2019.

COMMISSIONERS' REPORTS:

Vice Chairman Oddo moved to approve a soft close for Friday July 5, 2019 for non-essential county employees. Commissioner Gibbons seconded. The motion passed 3-1, with Commissioner Rousseau voting in opposition. Commissioner Maxwell was absent.

Vice Chairman Oddo stated that he would like to give the County Administrator the authority to make the decision regarding holiday closures in the future. He expressed his appreciation for Becky Smith and congratulated her on her retirement and wished everyone a happy Fourth of July.

Commissioner Gibbons apologized to the Kiwanis Club in Peachtree City for not being able to make it to the past meeting. He expressed his appreciation for the invitation. Commissioner Gibbons congratulated the Fayette County Administrator and Finance team for a job well done on the 2020 Budget.

Commissioner Rousseau stated the County was continuing to work on the issues regarding the Tourist Accommodation, including the development of a complete process that would involve all the appropriate parties being affected. He added that this was a fairly new "phenomenon" and would have to continually be reviewed. He encouraged and reminded citizens that they can get involved by applying to the various boards, specifically with this issue in mind, the Planning and Zoning Commission. Commissioner Rousseau expressed his appreciation for County staff on the budget, despite his opposing vote. He explained that he was not in favor of only a 2.5% benefit to employees which was attached to a performance evaluation, when Public Safety employees in similar positions have an automatic 5% pay increase. Commissioner Rousseau stated that he fully supported Fayette County Public Safety and appreciated all the work in developing the Fiscal Year 2020 Budget.

Chairman Ognio thanked staff for all their hard work regarding preparation of the budget. He encouraged citizens to enjoy the upcoming Fourth of July holiday safely. Chairman Ognio advised the Board of a new initiative call the Southern Crescent Chairman Round Table that will meet quarterly.

EXECUTIVE SESSION:

Two items of Threatening Litigation, one item of Real Estate Acquisition and the review of the Executive Session Minutes for June 13, 2019. Vice Chairman Oddo moved to go into Executive Session. Commissioner Gibbons seconded. The motion passed 4-0. Commissioner Maxwell was absent.

The Board recessed into Executive Session at 8:27 p.m. and returned to Official Session at 8:55 p.m.

Return to Official Session and Approval to Sign the Executive Session Affidavit: Chairman Ognio moved to return to Official Session and for the Chairman to sign the Executive Session Affidavit. Vice Chairman Oddo seconded the motion. The motion passed 4-0. Commissioner Maxwell was absent.

Approval of the June 13, 2019 Executive Session Minutes: Chairman Ognio moved to approve the June 13, 2019 Executive Session Minutes. Vice Chairman Oddo seconded. The motion passed 4-0. Commissioner Maxwell was absent.

ADJOURNMENT:

Commissioner Gibbons moved to adjourn the June 27, 2019 Board of Commissioners meeting. Vice Chairman Oddo seconded. The motion passed 4-0. Commissioner Maxwell was absent.

The June 27, 2019 Board of Commissioners meeting adjourned at 8:55 p.m.

Marlena Edwards, Deputy County Clerk

Randy C. Ognio, Chairman

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

Marlena Edwards, Deputy County Clerk

COUNTY AGENDA REQUEST

Page 67 of 73

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of staff's recommendation to renew the annual bid #1299-B to ER Snell of Tyrone as primary vendor for asphalt services for fiscal year 2020 with a not-to-exceed contract amount of \$1,800,000.

Background/History/Details:

This contract is used to identify vendors for the procurement of various asphalt mixes during the FY2020 paving season.

A not-to-exceed contract of \$1,800,000.

If approved, this contract will expire on June 30, 2020.

What action are you seeking from the Board of Commissioners?

Consideration of staff's recommendation to renew the annual bid #1299-B to ER Snell of Tyrone as primary vendor for asphalt services for fiscal year 2020 with a not-to-exceed contract amount of \$1,800,000.

If this item requires funding, please describe:

This request has been funded under Road Department's O&M Technical Services account 10040220-531171, LMIG, and CIP accounts.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



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

To: Steve Rapson

From: Ted L. Burgess

Date: July 11, 2019

**Subject: Contract #1299-B: Asphalt
Renewal #2**

Each year, the Road Department contracts for the purchase of various mixes of asphalt on an as-needed basis. The contracted asphalt mixes are called Superior Performing Asphalt Pavements (Superpave), which was the result in 1993 of research by the U.S. Strategic Highway Research Program.

On June 22, 2017 the Board of Commissioners awarded E.R. Snell Contractor, Inc. an annual contract as primary vendor for asphalt services, with options for two renewals. On June 28, 2018 the Board approved renewal #1. This request is for approval of the second and final renewal.

A Contractor Performance Evaluations is attached. Specifics of the proposed contracts are as follows:

Contract Name	1299-B: Asphalt
Renewal Number	Renewal #2
Type of Contract	Indefinite Quantity, Fixed Price Contract
Vendor	E.R. Snell Contractor, Inc.
Not-to-Exceed Amount	\$1,800,000.00
Budget:	
10040220-531171 M&O	\$927,592.00
10040220-531171	941,912.00 LMIGO – Local Maint. & Imp. Grant 2020
10040220-531171	77,996.38 CIP 184AE – Public Works Parking Lot
CIP 7220G	500,000.00 CIP 194AA – Non SPLOST Countywide
CIP 184AD	<u>18,278.00</u> CIP 194AB – South Fayette Salt Barn
Total	\$2,465,778.38

Note: In addition, funding may be used from various CIP and SPLOST project accounts.

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

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

VENDOR INFORMATION**COMPLETE ALL APPLICABLE INFORMATION**Company Name:
E.R. Snell Contractor, Inc.Contract Number:
#1299-BMailing Address:
1785 Oak RoadContract Description or Title:
AsphaltCity, St, Zip Code:
Snellville, GA 30078Contract Term (Dates)
From: July 2018 To:Phone Number:
770-985-0600

Task Order Number:

Cell Number:
404-392-4517

Other Reference:

E-Mail Address:
nmurphy@ersnell.com**DEFINITIONS****OUTSTANDING** – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.**EXCELLENT (Exc)** - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.**SATISFACTORY (Sat)** - Vendor met minimum contractual requirements or performance expectations of the products/services.**UNSATISFACTORY (UnSat)** - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements**EVALUATIONS (Place "X" in appropriate box for each criterion.)**

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

EVALUATED BYSignature: *Bradley Klinger*

Date of Evaluation: 5/6/19

Print Name: BRADLEY KLINGER

Department/Division: ROAD

Title: ASST. DIRECTOR

Telephone No: 6039



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

To: Steve Rapson
 From: Ted L. Burgess *TB*
 Through: Natasha M. Duggan *ND*
 Date: April 23, 2019
 Subject: Contract #1643-B: Fire Station Roof Repair 1, 6, 7 & 10

The Purchasing Department issued Invitation to Bid 1643-B to secure a contractor to repair the roof at four fire stations. Notice of the opportunity was emailed to 15 companies. Another 432 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code #91066 (Roofing, Gutters, and Downspouts Maintenance and Repair Services). The offer was also advertised through Fayette News, Georgia Local Government Access Marketplace, and the county website.

Four companies attended the mandatory pre-bid meeting. One (1) Company submitted a quote. The other three (3) companies did not submit bids for a variety of reasons, including being awarded another job and missing the bid deadline.

The Fire Services Department recommends awarding to the single bidder. The references for First Infinity Construction are attached. (Attachment 1)

Specifics of the proposed contract are as follows:

Contract Name	1643-B Fire Station Roof Repair 1, 6, 7 & 10	<i>4 Roofs</i>
Contractor	First Infinity Construction, Inc.	
Contract Amount	\$67,000.00	
Budget:		
Fund	375	
Org Code	37530550	
Object	541210	
Project	193AK	
Available	\$129,980.00	

Approved by: *[Signature]*

Date: *4/23/19*

678 794 8533
cell**REFERENCE REQUEST****Spoke to: Thomas McClain, Clayton County Water Authority, Project Manager****Date: 4/15/19**

The Fayette County Purchasing Department is currently reviewing our Request for Quote #1643-B for Roof Repair. You have been listed as a reference for First Infinity Construction.

If you would, please answer the following questions as they pertain to the firm listed above:

1. Brief Project Description:

Forest Park replaced metal roof

2. Was the Firm *Prime* x or *Sub* on the above project?

Please rate the following questions 1 - 5 (5 being the best) as it pertains to the firm listed above:

- Quality of work 5
- Adherence to specifications or scope of work 5
- Problem solving 5
- Working relationship 5
- Service call response time 5
- Deliverables performed on schedule 4
- Completed work within the specified budget 5

Other comments:

REFERENCE REQUEST

Spoke to: Rudy Parson, Atlanta City Schools, Project Manager

Date: 4/15/19

The Fayette County Purchasing Department is currently reviewing our Request for Quote #1643-B for Roof Repair. You have been listed as a reference for First Infinity Construction.

If you would, please answer the following questions as they pertain to the firm listed above:

1. Brief Project Description:

They did roof repairs and small patch jobs. They worked on all types of roofs.

2. Was the Firm *Prime* x or *Sub* on the above project?

Please rate the following questions 1 - 5 (5 being the best) as it pertains to the firm listed above:

- | | |
|--|---|
| • Quality of work | 4 |
| • Adherence to specifications or scope of work | 4 |
| • Problem solving | 4 |
| • Working relationship | 4 |
| • Service call response time | 3 |
| • Deliverables performed on schedule | 4 |
| • Completed work within the specified budget | 4 |

Other comments:

Mr. Parson rated a 3 on service call response time because sometimes Mr. Parsons needed them to come out immediately and First Infinity was on another job.

REFERENCE REQUEST

Spoke to: Jeff McKnight, City of Atlanta Construction Project Manager

Date: 4/15/19

The Fayette County Purchasing Department is currently reviewing our Request for Quote #1643-B for Roof Repair. You have been listed as a reference for First Infinity Construction.

If you would, please answer the following questions as they pertain to the firm listed above:

1. Brief Project Description:

Roofing service at Atlanta City Hall

2. Was the Firm *Prime* x or *Sub* on the above project?

Please rate the following questions 1 - 5 (5 being the best) as it pertains to the firm listed above:

- Quality of work 5
- Adherence to specifications or scope of work 5
- Problem solving 5
- Working relationship 5
- Service call response time 5
- Deliverables performed on schedule 5
- Completed work within the specified budget 5

Other comments:

They performed very well.