

BOARD OF COUNTY COMMISSIONERS

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



FAYETTE COUNTY, GEORGIA

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

140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

AGENDA

July 28, 2022

5:00 p.m.

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2nd and 4th Thursday of each month at 5:00 p.m.

Call to Order

Invocation and Pledge of Allegiance by Vice Chairman Edward Gibbons.

Acceptance of Agenda

PROCLAMATION/RECOGNITION:

PUBLIC HEARING:

1. Consideration of Petition No. 1320-22, G-Squared Events Holding, LLC, Owner, and Alvin Williams, Agent, request to rezone 25 acres from R-40 to G-B to expand a movie/television studio complex; property located in Land Lot 198 of the 13th District and front(s) on S.R. Highway 138. (pages 3-33)

PUBLIC COMMENT:

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

CONSENT AGENDA:

2. Approval of staff's request to auction two (2) surplus boats, one (1) boat trailer and one (1) boat motor. (page 34)
3. Approval to award annual Bid #2131-B to Faultless Business Center as primary vendor for dump truck hauling services for fiscal year 2023 for a total award amount of \$170,551.41. (pages 35-41)
4. Approval of the July 14, 2022 Board of Commissioners Meeting Minutes. (pages 42-45)

OLD BUSINESS:

NEW BUSINESS:

5. Request to award Contract #2103-B, Fayette County Sheriff Office (FCSO) Hewell Road Renovation, to Brewer Construction Group, LLC in the amount of \$507,995.88 and approval to transfer \$19,035.36 from CIP #5565H (Links - Sheriff's Training Center) to fully fund the contract. (pages 46-50)
6. Request to award annual Bid #2132-B to E.R. Snell Contractor, Inc of Tyrone as annual vendor for asphalt services for fiscal year 2023 with a not-to-exceed amount of \$1,182,425. (pages 51-58)

7. Request to approve Resolution 2022-07, to acquire from MBT Investments, LLC, a 57 +/- acre parcel of land located in Land Lot 140 of the 5th District, east of 355 McDonough Road, also known as a portion of tax parcel 05-33-007 for \$500,000. (pages 59-74)

ADMINISTRATOR'S REPORTS:

ATTORNEY'S REPORTS:

COMMISSIONERS' REPORTS:

EXECUTIVE SESSION:

ADJOURNMENT:

COUNTY AGENDA REQUEST

Page 3 of 74

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of Petition No. 1320-22, G-Squared Events Holding, LLC, Owner, and Alvin Williams, Agent, request to rezone 25 acres from R-40 to G-B to expand a movie/television studio complex; property located in Land Lot 198 of the 13th District and front(s) on S.R. Highway 138.

Background/History/Details:

Staff recommends approval of G-B with conditions as follows: 1. That the subject property be combined with the adjacent G-B tract to the west by a deed and said deed be recorded prior to submittal of a site plan. 2. That all existing structures have to be removed from the subject property within 180 days of the effective date of the rezoning. 3. That the owner/developer extend the waterline at their expense per the comments of the Fayette County Water System. 4. That the owner/developer establish a 100 foot buffer along boundary line of the subject property and the adjacent lot to the east (parcel 1306-017). The buffer shall provide for a greater separation of uses and a visual screen through the use of natural vegetation or other means, including, replanting or supplemental plantings (see chapter 104, development regulations, for planting requirements). Other visual screening elements or noise attenuation devices, such as walls or berms, may be utilized in addition to the vegetation in the buffer. Stormwater retention and detention facilities may be located in the buffer but shall be set back a minimum of 50 feet from the property line. Said 50 feet, as measured from the property line, shall be for the aforementioned required natural vegetation, plantings, and other visual screening elements or noise attenuation devices only. Multi-use path connections and utilities (including underground stormwater piping) may be located anywhere within the buffer. The Planning Commission recommend approval of C-H with four (4) conditions. John Culbreth Sr. made a motion to approve Petition No. 1320-22, request to rezone 25 acres from R-40 to G-B to expand a movie/television studio complex with conditions. Jim Oliver seconded. Motion passed 4-0. Danny England was absent.

What action are you seeking from the Board of Commissioners?

Approval of Petition No. 1320-22, G-Squared Events Holding, LLC, Owner, and Alvin Williams, Agent, request to rezone 25 acres from R-40 to G-B to expand a movie/television studio complex; property located in Land Lot 198 of the 13th District and front(s) on S.R. Highway 138 with four (4) conditions.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

PLANNING COMMISSION RECOMMENDATION**DATE:** July 7, 2022**TO:** Fayette County Commissioners

The Fayette County Planning Commission recommends that Petition No. 1320-22, the application of G-Squared Events Holdings, LLC to rezone 25 from R-40 to GB, be:

☒ Approved ☐ Withdrawn ☐ Denied

☐ Tabled until _____

This is forwarded to you for final action.



ARNOLD MARTIN, CHAIRMAN



BRIAN HAREN, VICE-CHAIRMAN



JOHN CULBRETH



DANNY ENGLAND

ABSENT



JIM OLIVER

Remarks:

**STATE OF GEORGIA
COUNTY OF FAYETTE**

RESOLUTION

NO. 1320-22

WHEREAS, G-Squared Events Holdings, LLC, Owner, and Alvin Williams, Agent, having come before the Fayette County Planning Commission on July 7, 2022, requesting an amendment to the Fayette County Zoning Map pursuant to "The Zoning Ordinance of Fayette County, Georgia, 2010"; and

WHEREAS, said request being as follows: Request to rezone 25 acres from R-40 to GB, in the area of S.R. Highway 138, Land Lot 198 of the 13th District, for the purpose of developing a GB; and

WHEREAS, the Fayette County Planning Commission having duly convened, and considered said request;

BE IT RESOLVED that the decision of the Fayette County Planning Commission, that said request be **APPROVED**.

This decision is based on the following reasons:

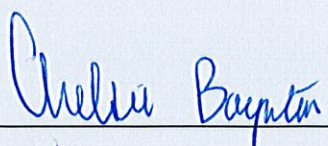
In compliance with the Fayette County Comprehensive Plan.
Compatible with the surrounding area.

**PLANNING COMMISSION
OF
FAYETTE COUNTY**

ATTEST:



ARNOLD MARTIN, CHAIRMAN



CHELSIE BOYNTON, PC SECRETARY

THE FAYETTE COUNTY PLANNING COMMISSION met on July 7th, 2022 at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

MEMBERS PRESENT: Arnold Martin, Chairman
Brian Haren, Vice-Chairman
John H. Culbreth
Jim Oliver

MEMBERS ABSENT: Danny England

STAFF PRESENT: Chanelle Blaine, Zoning Administrator
Chelsie Boynton, Planning and Zoning Coordinator

PUBLIC HEARING

- 1. Consideration of Petition No. 1320-22, G-Squared Events Holding, LLC, Owner, and Alvin Williams, Agent, request to rezone 25 acres from R-40 to G-B to expand a movie/television studio complex. This property is located in Land Lot 198 of the 13th District and front(s) on S.R. Highway 138.**

Alvin Williams introduced himself and stated he comes before the Planning Commission seeking approval for the 25 acres that is adjacent to the 60 acres to rezone to General Business. He stated they've put in for a land disturbance permit and they have a roundabout that goes into the 25 acres. He added they were asked to start the rezoning process so they could get approval for breaking ground.

Chairman Martin asked if anyone would like to speak in favor of the petition. There were none. He asked if anyone would like to speak in opposition.

Hsanni Henry spoke in opposition to the petition. He stated he is the owner of the property at 2280 Highway 138, Fayetteville, GA. He stated he has more of a concern. He stated where he resides was typically a residential area and now it is commercial. He stated he is being sandwiched in between two (2) commercial properties. He stated last year there were houses on either side of him and now the property at 2290 is commercial as well as 2270 now trying to become commercial. He stated that it doesn't seem like there is any consideration as to how that would affect him as a property owner. He added he would like to know what the people who are planning to build there are planning to do to be considerate to the residential owners that live in that area. Especially him since he will be sandwiched in between two (2) commercial properties.

Chairman Martin asked Mr. Henry if he is next to Mr. Williams' property.

Hsanni Henry stated yes.

Chanelle Blaine displayed the properties on the projector and pointed out Mr. Henry's property.

Chairman Martin asked if there were any other questions. There were none. He asked Mr. Williams if he would like to respond.

Alvin Williams stated he can do what was done on Dix-Lee-On and build a buffer. He stated they can build a 100-foot buffer and a fence.

Chairman Martin asked would the buffer be tree line or another type of buffer.

Alvin Williams said it can be tree line, the same as Dix-Lee-On.

Chanelle Blaine read the description of the conditions of the rezoning for the 60 acres near Dix-Lee-On:

That the owner/developer establish a 100 foot buffer along the boundary of the subject property and lots in the Dix-Lee-On subdivision. The buffer shall provide for a greater separation of uses and a visual screen through the use of natural vegetation or other means, including, replanting or supplemental plantings (see chapter 104, development regulations, for planting requirements). Other visual screening elements or noise attenuation devices, such as walls or berms, may be utilized in addition to the vegetation in the buffer. Stormwater retention and detention facilities may be located in the buffer but shall be set back a minimum of 50 feet from the property line. Said 50 feet, as measured from the property line, shall be for the aforementioned required natural vegetation, plantings, and other visual screening elements or noise attenuation devices only. Multi-use path connections and utilities (including underground stormwater piping) may be located anywhere within the buffer.

Chairman Martin asked Mr. Henry if he had any questions about the buffer.

Hsanni Henry stated he is not pleased with the amount of feet. He stated 100 feet is not enough in his opinion.

Chairman Martin brought the discussion back to the Planning Commission.

Brian Haren confirmed where Mr. Henry's property is located. He then asked what is on the east side of Mr. Henry's property.

Hsanni Henry stated he did not know.

Brian Haren asked if there is a house there.

Hsanni Henry stated there used to be house there.

Brian Haren asked Chanelle Blaine what is "S-Z."

Chanelle Blaine stated Split Zone. She stated that the property to the east of Mr. Henry is undeveloped as of right now but there is a self-storage on the east of that piece of property and that lot is zoned Commercial.

Jim Oliver stated Mr. Henry commented that his property will now be between business type zoning but Mr. Williams' property is further on the west.

Hsanni Henry stated he is fighting an ear infection and is having trouble hearing.

Jim Oliver stated for clarity, Mr. Henry's property is not sandwiched between Mr. Williams' properties, he's just in between some general business along State Route 138. Mr. Williams is further to the west.

Hsanni Henry stated yes. The subject property is next door to him.

Jim Oliver stated on the other side is another owner.

Hsanni Henry stated yes.

John Culbreth Sr. made a motion to approve Petition No. 1320-22, request to rezone 25 acres from R-40 to G-B to expand a movie/television studio complex with conditions. Jim Oliver seconded the motion. The motion passed 4-0. Danny England was absent.

PETITION NO: 1320-22

REQUESTED ACTION: R-40 to G-B

PROPOSED USE: Movie Studios

EXISTING USE: Vacant Land

LOCATION: S.R. Highway 138

DISTRICT/LAND LOT(S): 13th District, Land Lot 198

OWNER: G-Squared Events Holdings, LLC

AGENT: Alvin Williams

PLANNING COMMISSION PUBLIC HEARING: July 7, 2022

BOARD OF COMMISSIONERS PUBLIC HEARING: July 28, 2022

APPLICANT'S INTENT

Applicant proposes to rezone 25 acres from R-40 to G-B to expand a movie/television studio complex.

STAFF RECOMMENDATION

APPROVAL WITH FOUR (4) CONDITIONS

1.

1320-22

INVESTIGATION

A. **PROPERTY SITE**

The subject property is a 25 acre tract fronting on S.R. Highway 138 in Land Lot 198 of the 13th District. S.R. Highway 138 is classified as a Major Arterial road on the Fayette County Thoroughfare Plan. The subject property is undeveloped and currently zoned R-40.

History: In June of 2012, the Board of Commissioners (BOC) were approached by the adjacent property owner and agent/developer with the concept of a movie/television studio on the adjacent property. It was the consensus of the BOC that staff create a zoning district for a movie/television studio use and applicable Comprehensive Plan amendments for the SR 138 area for their consideration. (see attached BOC minutes – 6/6/2012)

On December 13, 2012, the BOC approved Ordinance 2012-14 amending the Zoning Ordinance to create the General-Business (G-B) zoning district and the SR 138 and North SR 314 overlay zone. (see attached BOC minutes – 12/13/2012)

On December 13, 2012, the BOC approved Resolution 2012-21 amending the Comprehensive Plan creating a General-Business land use category and designating an area along SR 138 as General-Business on the Future Land Use Plan. The depth of the General-Business land use area from SR 138 was based on the depth of two existing parcels to the east that are both approximately 1,400 feet in depth. (see attached BOC minutes – 12/13/2012)

Rezoning Petition 1309-21- 59.46 acres (adjacent property to the west) from G-B and R-40 to G-B - approved June 24, 2021 with two (2) conditions:

1. That the owner/developer connects the development to the Fayette County Water System for fire protection as required by the Fire Marshal.
2. That the owner/developer establish a 100 foot buffer along the boundary of the subject property and lots in the Dix-Lee-On subdivision. The buffer shall provide for a greater separation of uses and a visual screen through the use of natural vegetation or other means, including, replanting or supplemental plantings (see chapter 104, development regulations, for planting requirements). Other visual screening elements or noise attenuation devices, such as walls or berms, may be utilized in addition to the vegetation in the buffer. Stormwater retention and detention facilities may be located in the buffer but shall be set back a minimum of 50 feet from the property line. Said 50 feet, as measured from the property line, shall be for the aforementioned required natural vegetation, plantings, and other visual screening elements or noise attenuation devices only. Multi-use path connections and utilities (including underground stormwater piping) may be located anywhere within the buffer.

B. SURROUNDING ZONING AND USES

The general situation is a 25 acre tract that is zoned R-40. In the vicinity of the subject property is land which is zoned R-40, G-B, and RS-180 (Clayton County). The RS-180 zoning district in Clayton County is a single-family residential zoning district with a minimum lot size of 18,000 square feet (.41 acres). See the following table and also the attached Zoning Location Map.

The subject property is bound by the following adjacent zoning districts and uses:

Direction	Acreage	Zoning	Use	Comprehensive Plan
North (across SR 138)	7 lots in Clayton County	RS-180 (Clayton County)	Single-family Residential	Mixed Use (Clayton County)
South	60.0	G-B	Movie Studios	General Business
East	4.5	R-40	Single-family Residential	General Business
West	60.0	G-B	Movie Studios	General Business

C. COMPREHENSIVE PLAN

The subject property lies within an area designated for General Business and Low Density Residential (1 Unit/1 Acre). The majority of the subject property is in the General Business designation. This request conforms to the Fayette County Comprehensive Plan. The SR 138 Corridor and North SR 314 and General Business sections of the Fayette County Comprehensive Plan says the following:

SR 138 Corridor and North SR 314: **This area is designated with a mix of Commercial, Office, and General Business land uses and borders Clayton County.** The opportunity exists for new and infill development, as well as redevelopment of older establishments. This area is regulated under the SR 138 and North SR 314 Overlay Zone.

The purpose of the General Business zoning district is to provide for business development that contains uses which are free from such nuisances as noise, vibration, smoke, gas, fume, odor, dust, radiation or other injurious or noxious conditions related to those uses. **The G-B Zoning District will support the growing movie industry in Georgia** and limits the development of retail commercial uses and the resulting traffic generation associated with retail commercial development. The uses allowed in this zoning district could lend to a business park development pattern.

D. ZONING/REGULATORY REVIEW

The applicant seeks to rezone from R-40 to G-B for the purpose of expanding a movie television studio planned on the adjacent G-B tract to the west. Staff will recommend the following conditions:

1. That the properties be combined by deed and said deed be recorded prior to submittal of a site plan.
2. That all existing structures be removed from the subject property prior to approval of the site plan.
3. That the owner/developer extend the waterline at their expense per the comments of the Fayette County Water System.
4. That the owner/developer establish a 100 foot buffer along boundary line of the subject property and the adjacent lot to the east (parcel 1306-017). The buffer shall provide for a greater separation of uses and a visual screen through the use of natural vegetation or other means, including, replanting or supplemental plantings (see chapter 104, development regulations, for planting requirements). Other visual screening elements or noise attenuation devices, such as walls or berms, may be utilized in addition to the vegetation in the buffer. Stormwater retention and detention facilities may be located in the buffer but shall be set back a minimum of 50 feet from the property line. Said 50 feet, as measured from the property line, shall be for the aforementioned required natural vegetation, plantings, and other visual screening elements or noise attenuation devices only. Multi-use path connections and utilities (including underground stormwater piping) may be located anywhere within the buffer.

The letter of intent states that a total of seven (7) structures ranging from 39,000-45,000 square feet are proposed on ~~over~~ the 25 acres. Structures will be utilized as soundstages in support of productions for film, television, and streaming content.

State Route 138 and North SR 314 Overlay Zone

Due to the frontage on State Route 138, development of the property is subject to the requirements of the State Route 138 and North SR 314 Overlay Zone. The Overlay Zone requirements are in addition to the G-B zoning district requirements. Overlay Zone requirements including, but not limited to, the following: a 100 foot setback from the right-of-way of SR 138, a 50 foot setback for impervious surfaces from right-of-way of SR 138 and architectural standards

Right-of-Way Requirements

S.R. Highway 138 is classified as a Major Arterial road (major thoroughfare) on the Fayette County Thoroughfare Plan. This being a State Route, any dedication will be the responsibility of the Georgia Department of Transportation (GDOT) to secure from the property owner and must be indicated on the Preliminary Plat and Final Plat.

Access

The Concept Plan submitted indicates one (1) access from S.R. Highway 138.

Site Plan

Should this petition be approved, the owner/developer must submit a Site Plan as required by Section 104-27 of the Development Regulations, as applicable. Access must comply with the provisions of Section 104-55. of the Development Regulations and the Georgia D.O.T., as appropriate. The subject property must comply with all applicable Fayette County Code regulations. The applicant is advised that the Concept Plan is for illustration purposes only. Any deficiencies must be addressed at the time of submittal of the Site Plan, as applicable.

F. DEPARTMENTAL COMMENTS

Water System

FCWS has no objection to the following rezoning; however, the Fayette County Water System currently does not have water available to serve this property. The closest connection point is at an existing 10" DIP water main at the corner of Hwy 314 and Hwy 138 approximately 2,300 ft from the property. A waterline extension at the expense of the owner/developer will be required for this property.

Public Works/Environmental Management:

EMD recommends APPROVAL of the rezoning request:

1. Development shall provide an integrated style of stormwater management. Techniques should be used to create water quality/ runoff reduction facilities that can be used as green spaces within the new and existing development. *(This condition will be administered by Public Works/Environmental Management.)*

County Road Frontage Right of Way Dedication

GA Hwy 138 is a **Major Arterial** roadway and the GADOT controls all entrances and exits onto the state route. Any proposed modifications to the site entrances and exits will be permitted through GADOT. No road frontage is required by Fayette County.

Traffic Data

According to the GDOT on-line traffic data, the annual average daily traffic for State Route 138 in front of the site is **21,400 vehicles per day**. The owner has not submitted traffic data for the proposed future addition.

Sight Distance

Minimum sight distances will have to be satisfied for any proposed new road or driveway intersections; GADOT will review sight distances.

Floodplain Management

The 25.0-acre request for rezoning **DOES** contain floodplain per FEMA FIRM panel 13113C0037E dated September 26, 2008. The property **DOES** contain additional floodplain delineated in the FC 2013 Current Conditions Flood Study.

Wetlands

The property **DOES NOT** contain wetlands per the U.S. Department of the Interior, Fish and Wildlife Service 1994 National Wetland Inventory Map. However, the network of streams and presence both upstream and downstream of lakes, along with the presence of hydrologic soil groups, **DOES** indicate that wetlands are present on the property, particularly on the southwest corner. A wetland delineation will be required with the land disturbance plans.

Watershed Protection

There **ARE** state waters located adjacent to the subject property and **WILL BE** subject to the Fayette County Watershed Protection Ordinance. This location is in the Flint River Protected Watershed. The streams are perennial streams that are tributaries to Camp Creek. The minimum watershed buffer shall be 100 feet from wretched vegetation or 50 feet from 100-year floodplain elevation, whichever is greater, plus a 50' watershed setback.

Groundwater

The property **IS NOT** within a groundwater recharge area.

Post Construction Stormwater Management

This development **WILL BE** subject to the Post-Development Stormwater Management Ordinance if developed with more than 5,000 square feet of impervious surfaces.

Tree Protection and Landscaping

This development **WILL BE** subject to the Tree Protection and Landscaping ordinances if re-zoned and developed.

Environmental Health Department

This office has no objection to the proposed re-zoning.

Fire

No comment from Fire Marshal.

Georgia Department of Transportation

No comments from GDOT.

STAFF ANALYSIS

This request is based on the petitioner's intent to rezone said property from R-40 to GB for the purpose of developing GB. Per Section 110-300 of the Fayette County Zoning Ordinance, Staff makes the following evaluations:

1. The subject property lies within an area designated for General Business and Low Density Residential (1 Unit/1 Acre). The majority of the subject property is in the General Business designation. This request conforms to the Fayette County Comprehensive Plan.

SR 138 Corridor and North SR 314: **This area is designated with a mix of Commercial, Office, and General Business land uses and borders Clayton County.** The opportunity exists for new and infill development, as well as redevelopment of older establishments. This area is regulated under the SR 138 and North SR 314 Overlay Zone.

The purpose of the General Business zoning district is to provide for business development that contains uses which are free from such nuisances as noise, vibration, smoke, gas, fume, odor, dust, radiation or other injurious or noxious conditions related to those uses. **The G-B Zoning District will support the growing movie industry in Georgia** and limits the development of retail commercial uses and the resulting traffic generation associated with retail commercial development. The uses allowed in this zoning district could lend to a business park development pattern.

2. The proposed rezoning will not adversely affect the existing use or usability of adjacent or nearby property.
3. The proposed rezoning will not result in a burdensome use of roads, utilities, or schools.
4. Existing conditions and the area's continuing development as a non-residential district support this petition.

Based on the foregoing Investigation and Staff Analysis, Staff recommends **APPROVAL WITH FOUR (4) CONDITIONS.**

RECOMMENDED CONDITIONS

If this petition is approved by the Board of Commissioners, it should be approved G-B **CONDITIONAL** subject to the following enumerated conditions. Where these conditions conflict with the provisions of the Zoning Ordinance, these conditions shall supersede unless otherwise specifically stipulated by the Board of Commissioners.

1. That the subject property be combined with the adjacent G-B tract to the west by a deed and said deed be recorded prior to submittal of a site plan.
2. That all existing structures have to be removed from the subject property within 180 days of the effective date of the rezoning.
3. That the owner/developer extend the waterline at their expense per the comments of the Fayette County Water System.
4. That the owner/developer establish a 100 foot buffer along boundary line of the subject property and the adjacent lot to the east (parcel 1306-017). The buffer shall provide for a greater separation of uses and a visual screen through the use of natural vegetation or other means, including, replanting or supplemental plantings (see chapter 104, development regulations, for planting requirements). Other visual screening elements or noise attenuation devices, such as walls or berms, may be utilized in addition to the vegetation in the buffer. Stormwater retention and detention facilities may be located in the buffer but shall be set back a minimum of 50 feet from the property line. Said 50 feet, as measured from the property line, shall be for the aforementioned required natural vegetation, plantings, and other visual screening elements or noise attenuation devices only. Multi-use path connections and utilities (including underground stormwater piping) may be located anywhere within the buffer.



***Cinema South LLC
Letter of Intent***

June 21, 2022

Fayette County
140 Stonewall Avenue W.
Ste 202
Fayetteville, GA 30214

RE: Cinema South Studios LLC

Dear Chanelle Blaine:

Our company, Cinema South LLC, is proposing the Cinema South Studios LLC project within Fayette County. The project will be located at 2260 Hwy 138, Fayetteville, GA, 30214, Land Lot 198, Land District 13th, Parcel 1306-008, and 2270 Hwy 138, Fayetteville, GA 30214, Land Lot 198, Land District 1262, Parcel 1306007. The project includes a total acreage of 59.46 acres currently zoned as GB and 25.00 acres currently zoned as R-40.

Cinema South LLC is seeking to have the adjacent, 25.00 acres to be zoned as GB.

Cinema South Studios, LLC is looking to develop and construct seven (7) structures over the 25 acres that will be used as soundstages in support of productions for film, television and streaming content.

The square footage of each structure is defined as:

- 39,000 sq. ft.
- 39,000 sq. ft.
- 45,000 sq. ft.
- 45,000 sq. ft.
- 45,000 sq. ft.
- 37,500 sq. ft.



- 30,000 sq. ft.

The hours of operation will be from 8a.m. to 7p.m. in respect to the mixed-used portion, while the film and television production hours start earlier and will run longer within the walls of the sound-proof studios and warehouses.

Cinema South Studios, LLC lead developer is CDM Seven, of Houston, Texas. Located at 2425 West Loop South, Suite 350, Houston, TX 77027, 281-831-0802.

If you have any questions or comments, please don't hesitate to reach out to us.

Sincerely,

A handwritten signature in black ink, appearing to read "Alvin Williams", followed by a long horizontal line.

Alvin Williams

770-627-0862 Office

Cell

877-351-2791 Toll-Free

alvin@cinemasouthstudios.com

Clayton County

SR 138

SUBJECT
PROPERTY

R-40

R-40

R-40

S-Z

G-B

R-40

R-40

R-40

R-40

Clayton County

S.R. 138

**SUBJECT
PROPERTY**

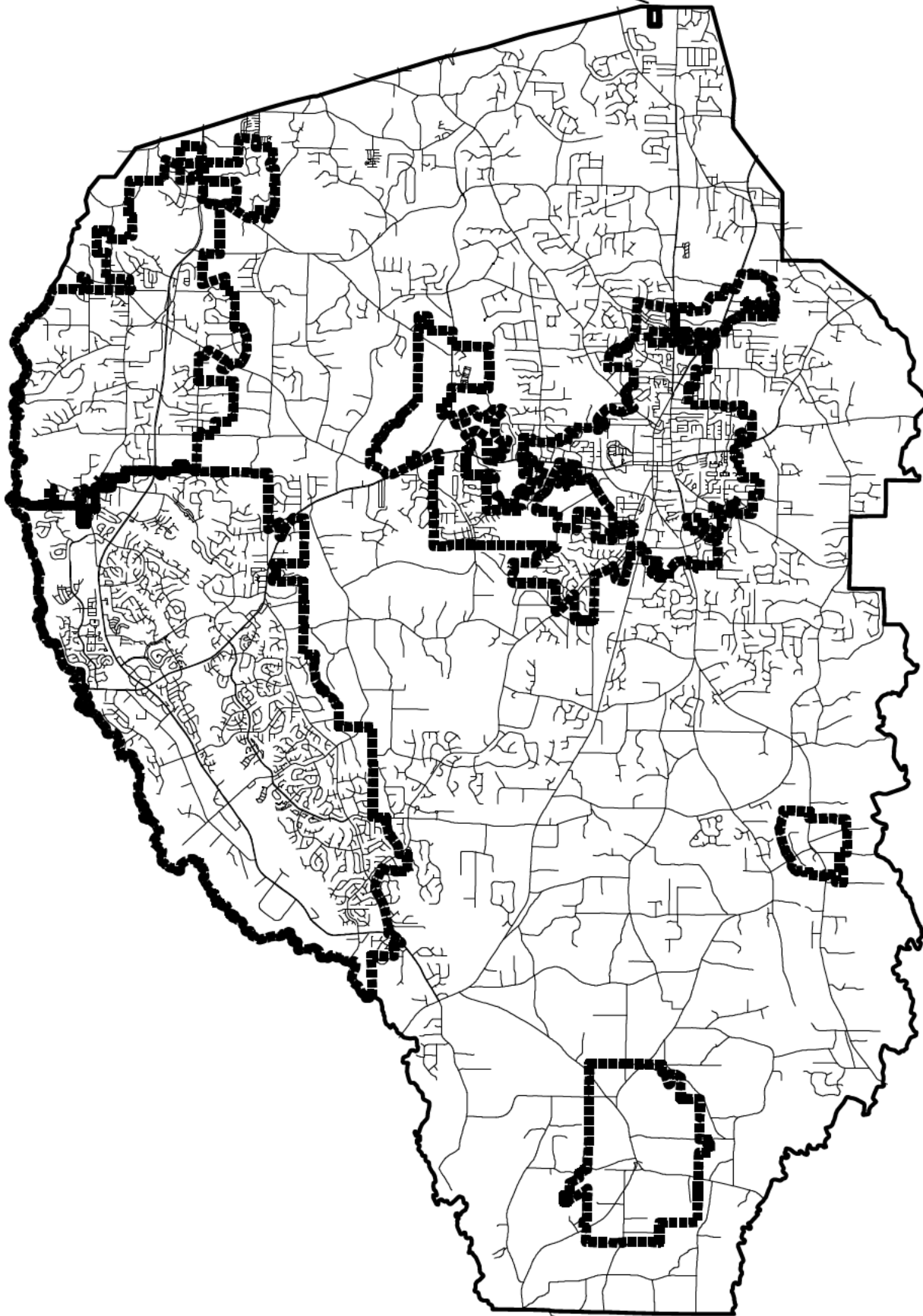
A map of Clayton County, Georgia, showing the subject property. The subject property is a large rectangular area outlined in black, located in the center-left of the map. The area is filled with a light blue diagonal hatching pattern. To the right of the subject property, a road labeled "S.R. 138" is shown. The bottom of the map is a solid orange color, representing a different land use or water body. The text "SUBJECT PROPERTY" is centered within the hatched area.

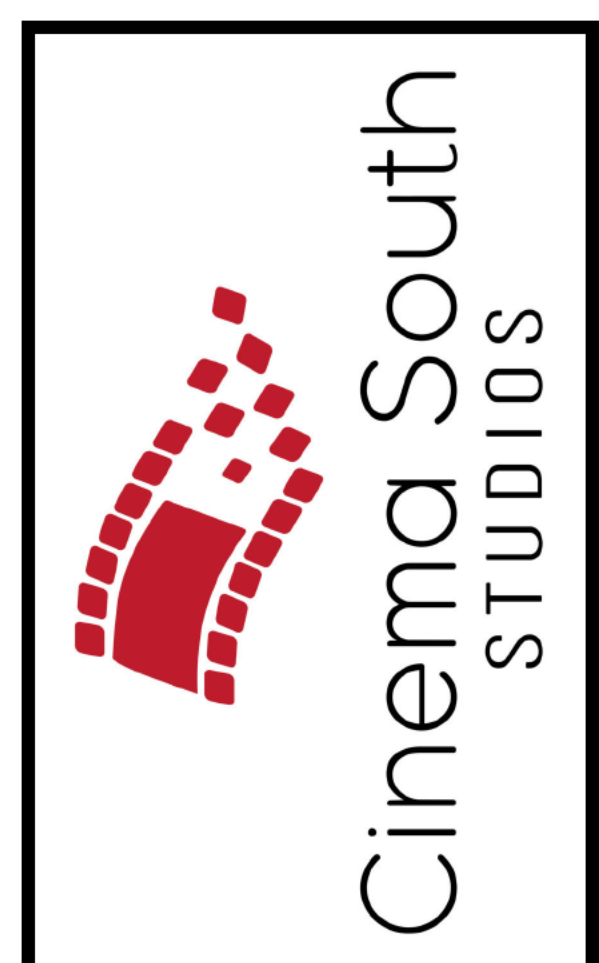
Clayton County

S.R. 138

SUBJECT
PROPERTY

**SUBJECT
PROPERTY**



[illegible]

**APPLICATION TO AMEND
TO AMEND THE OFFICIAL ZONING MAP OF FAYETTE COUNTY, GA**

PROPERTY OWNERS: G-Squared Events Holdings, LLC
 MAILING ADDRESS: 25700 Interstate 45, Suite #4043 The Woodlands, TX 77386
 PHONE: 832-541-4450 E-MAIL: gary@gsquaredevents.com
 AGENT FOR OWNERS: Alvin Williams
 MAILING ADDRESS: 145 Robinson DR Fayetteville, GA 30214
 PHONE: [REDACTED] E-MAIL: alvin@cinemasouthstudios.com

PROPERTY LOCATION: LAND LOT 198 LAND DISTRICT 13th PARCEL 1306007
 LAND LOT _____ LAND DISTRICT _____ PARCEL _____

TOTAL NUMBER OF ACRES REQUESTED TO BE REZONED: 25

EXISTING ZONING DISTRICT: R-40 PROPOSED ZONING DISTRICT: GB

ZONING OF SURROUNDING PROPERTIES: GB

PRESENT USE OF SUBJECT PROPERTY: Vacant

PROPOSED USE OF SUBJECT PROPERTY: Expansion of studios

LAND USE PLAN DESIGNATION: General Business

NAME AND TYPE OF ACCESS ROAD: S.R. Hwy 138

LOCATION OF NEAREST WATER LINE: Hwy 138 ; Hwy 314

(THIS AREA TO BE COMPLETED BY STAFF): PETITION NUMBER: 1320-22

☐ Application Insufficient due to lack of: _____

by Staff: _____ Date: _____

☒ Application and all required supporting documentation is Sufficient and Complete

by Staff: [Signature] Date: June 2, 2022

DATE OF PLANNING COMMISSION HEARING: July 7, 2022

DATE OF COUNTY COMMISSIONERS HEARING: July 28, 2022

Received from Alvin Williams a check in the amount of \$ 420.00 for application filing fee, and \$ 20.00 for deposit on frame for public hearing sign(s).

Date Paid: May 31, 2022 Receipt Number: 014952

PROPERTY OWNER CONSENT AND AGENT AUTHORIZATION FORM
(Applications require authorization by ALL property owners of subject property).

Name(s) of All Property Owners of Record found on the latest recorded deed for the subject property:

G-SQUARED EVENT HOLDINGS LLC

Please Print Names

Property Tax Identification Number(s) of Subject Property: 13-06-007

(I am) (we are) the sole owner(s) of the above-referenced property requested to be rezoned. Subject property is located in Land Lot(s) 198 of the 01202 District, and (if applicable to more than one land district) Land Lot(s) _____ of the _____ District, and said property consists of a total of 25 acres (legal description corresponding to most recent recorded plat for the subject property is attached herewith).

(I) (We) hereby delegate authority to Alvin Williams to act as (my) (our) Agent in this rezoning. As Agent, they have the authority to agree to any and all conditions of zoning which may be imposed by the Board.

(I) (We) certify that all of the information filed with this application including written statements or showings made in any paper or plans submitted herewith are true and correct to the best of (my) (our) knowledge and belief. Further, (I) (We) understand that this application, attachments and fees become part of the official records of the Fayette County Zoning Department and may not be refundable. (I) (We) understand that any knowingly false information given herein by me/us will result in the denial, revocation or administrative withdrawal of the application or permit. (I) (We) further acknowledge that additional information may be required by Fayette County in order to process this application.

Signature of Property Owner 1

1742 York Creek Dr.
Houston, TX 77014

Signature of Notary Public

Date

05/26/2022

Signature of Property Owner 2

Address

Signature of Notary Public

Date

Signature of Property Owner 3

Address

Signature of Notary Public

Date

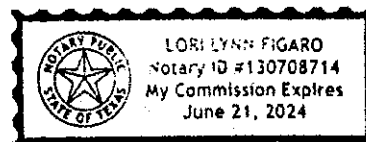
Signature of Authorized Agent

1742 York Creek Dr.
Houston, TX 77014

Signature of Notary Public

Date

05/26/2022



NAME: Alvin Williams PETITION NUMBER: 1320-22ADDRESS: 175 Normandy Dr Fayetteville, GA 30214

PETITION FOR REZONING CERTAIN PROPERTY IN THE UNINCORPORATED AREAS OF FAYETTE COUNTY, GEORGIA.

Alvin Williams affirms that he is the owner or the specifically authorized agent of the property described below. Said property is located in a(n) 1262 Zoning District. He/She respectfully petitions the County to rezone the property from its present classification and tenders herewith the sum of \$ 450.00 to cover all expenses of public hearing. He/She petitions the above named to change its classification to GB.

This property includes: (check one of the following)

☒ See attached legal description on recorded deed for subject property or☐ Legal description for subject property is as follows:PUBLIC HEARING to be held by the Planning Commission of Fayette County on the 7th day of July, 20 22 at 7:00 P.M.PUBLIC HEARING to be held by the Board of Commissioners of Fayette County on the 28th day of July, 20 22 at 7:00 P.M.SWORN TO AND SUBSCRIBED BEFORE ME THIS 31st DAY OF May, 2022

NOTARY PUBLIC

Shirley C Copeland
NOTARY PUBLIC
Fayette County, GEORGIA
My Commission Expires 04/18/2025



APPLICANT'S SIGNATURE

AGREEMENT TO DEDICATE PROPERTY FOR FUTURE RIGHT-OF-WAY

I/We, G-SQUARED Events Holdings LLC said property owner(s) of subject property requested to be rezoned, hereby agree to dedicate, at no cost to Fayette County, Twenty Five feet of right-of-way along Hwy 138 as measured from the centerline of the road.

Based on the Future Thoroughfare Plan Map streets have one of the following designations and the Fayette County Development Regulations require a minimum street width as specified below:

Local Street (Minor Thoroughfare) 60 foot right-of-way (30' measured from each side of road centerline)

Collector Street (Major Thoroughfare) 80 foot right-of-way (40' measured from each side of road centerline)

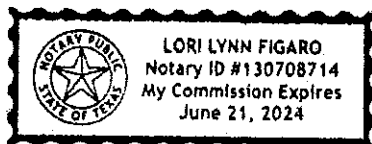
Arterial Street (Major Thoroughfare) 100 foot right-of-way (50' measured from each side of road centerline)

Sworn to and subscribed before me this 26 day of May, 2022

SIGNATURE OF PROPERTY OWNER

SIGNATURE OF PROPERTY OWNER

NOTARY PUBLIC



DEVELOPMENTS OF REGIONAL IMPACT (DRI)

Rezoning Applicant:

- A. Please review the attached "Developments of Regional Impact Tiers and Development Thresholds" established by the Georgia Department of Community Affairs (DCA) to determine if the proposed project meets or exceeds these thresholds. If the proposed project does not meet the established thresholds (is less than those listed) then skip to section C. below and complete.
- B. If the project does meet or exceed the established thresholds for the type of development proposed, the Georgia Department of Community Affairs (DCA) "Developments of Regional Impact: Request for Review Form" is available online at the following website address: www.dca.state.ga.us/DRI/.
- C. I have reviewed and understand the attached "Thresholds: Developments of Regional Impact".
- ☒ The proposed project related to this rezoning request DOES NOT meet or exceed the established DRI thresholds .
- ☐ The proposed project related to this rezoning request DOES meet or exceed the established DRI thresholds and documentation regarding the required DRI Request for Review Form is attached.

Signed this 27 day of JUNE, 2022.



APPLICANT'S SIGNATURE

Type of Development	Metropolitan Regions	Non-metropolitan Regions
(1) Office	Greater than 400,000 gross square feet	Greater than 125,000 gross square feet
(2) Commercial	Greater than 300 000 gross square feet	Greater than 175,000 gross square feet
(3) Wholesale & Distribution	Greater than 500 000 gross square feet	Greater than 175,000 gross square feet
(4) Hospitals and Health Care Facilities	Greater than 300 new beds; or generating more than 375 peak hour vehicle trips per day	Greater than 200 new beds; or generating more than 250 peak hour vehicle trips per day
(5) Housing	Greater than 400 new lots or units	Greater than 125 new lots or units
(6) Industrial	Greater than 500,000 gross square feet; or employing more than 1, 600 workers; or covering more than 400 acres	Greater than 175,000 gross square feet; or employing more than 500 workers; or covering more than 125 acres
(7) Hotels	Greater than 400 rooms	Greater than 250 rooms
(8) Mixed Use	Gross square feet greater than 400,000 (with residential units calculated at 1800 square feet per unit toward the total gross square footage); or covering more than 120 acres; or if any of the individual uses meets or exceeds a threshold as identified herein	Gross square feet greater than 125,000 (with residential units calculated at 1800 square feet per unit toward the total gross square footage); or covering more than 40 acres; or if any of the individual uses meets or exceeds a threshold as identified herein
(9) Airports	All new airports runways and runway extensions	Any new airport with a paved runway; or runway additions of more than 25% of existing runway length
(10) Attractions & Recreational Facilities	Greater than 1, 500 parking spaces or a seating capacity of more than 6, 000	Greater than 1, 500 parking spaces or a seating capacity of more than 6, 000
(11) Post-Secondary School	New school with a capacity of more than 2,400 students or expansion by at least 25 percent of capacity	New school with a capacity of more than 750 students or expansion by at least 25 percent of capacity
(12) Waste Handling Facilities	New facility or expansion of use of an existing facility by 50 percent or more	New facility or expansion of use of an existing facility by 50 percent or more
(13) Quarries, Asphalt &, Cement Plants	New facility or expansion of existing facility by more than 50 percent	New facility or expansion of existing facility by more than 50 percent
(14) Wastewater Treatment Facilities	New facility or expansion of existing facility by more than 50 percent	New facility or expansion of existing facility by more than 50 percent
(15) Petroleum Storage Facilities	Storage greater than 50, 000 barrels if within 1, 000 feet of any water supply; otherwise storage capacity greater than 200, 000 barrels	Storage greater than 50, 000 barrels if within 1, 000 feet of any water supply; otherwise storage capacity greater than 200, 000 barrels
(16) Water Supply, Intakes/Reservoirs	New Facilities	New Facilities
(17) Intermodal Terminals	New Facilities	New Facilities
(18) Truck Stops	A new facility with more than three diesel fuel pumps; or spaces.	A new facility with more than three diesel fuel pumps; or containing a half acre of truck parking or 10 truck parking spaces.
(19) Any other development types not identified above (includes parking facilities)	1000 parking spaces	1000 parking spaces

DISCLOSURE STATEMENT

Please check one:

Campaign contributions - ☒ **No** ☐ **Yes (see attached disclosure report)**

TITLE 36. LOCAL GOVERNMENT PROVISIONS APPLICABLE TO COUNTIES AND MUNICIPAL CORPORATIONS CHAPTER 67A. CONFLICT OF INTEREST IN ZONING ACTIONS

O.C.G.A. § 36-67A-3 (2011)

§ 36-67A-3. Disclosure of campaign contributions

(a) When any applicant for rezoning action has made, within two years immediately preceding the filing of that applicant's application for the rezoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(1) The name and official position of the local government official to whom the campaign contribution was made; and

(2) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the rezoning action is first filed.

(c) When any opponent of a rezoning action has made, within two years immediately preceding the filing of the rezoning action being opposed, campaign contributions aggregating \$250.00 or more to a local government official of the local government which will consider the application, it shall be the duty of the opponent to file a disclosure with the governing authority of the respective local government showing:

(1) The name and official position of the local government official to whom the campaign contribution was made; and

(2) The dollar amount and description of each campaign contribution made by the opponent to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(d) The disclosure required by subsection (c) of this Code section shall be filed at least five calendar days prior to the first hearing by the local government or any of its agencies on the rezoning application.

HISTORY: Code 1981, § 36-67A-3, enacted by Ga. L. 1986, p. 1269, § 1; Ga. L. 1991, p. 1365, § 1; Ga. L. 1993, p. 91, § 36.

Type: ESTD
Recorded: 3/16/2022 4:15:00 PM
Fee Amt: \$650.00 Page 1 of 2
Transfer Tax: \$625.00
Fayette, Ga. Clerk Superior Court
Sheila Studdard Clerk of Court

Participant ID(s): 8846450835,
7067927936

BK 5467 PG 355 - 356

Record and Return to:
Lueder, Larkin & Hunter, LLC
3800 Camp Creek Pkwy, Bldg 1800, Suite 102
Atlanta, GA 30331
File No.: GA-CC-21-0749-CAS

**EXECUTOR'S DEED
(UNDER POWER)**

STATE OF GEORGIA
COUNTY OF FAYETTE

Parcel ID# 1306 007

THIS INDENTURE, made this 24th day of February, 2022, between

Wayne J. Jones

as Executor of the Last Will and Testament of Thomas H. Jones, late of the State of Georgia and County of Fayette, deceased, as party or parties of the first part (hereinafter called "Grantor") and

G-Squared Event Holdings, LLC

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, assigns, and successors where the context requires or permits).

WITNESSETH: That Grantor, (acting under and by virtue of the power and authority contained in the said Will, the same having been duly probated and recorded in the Court of Probate of Fayette County, State of Georgia) for and in consideration of the sum of TEN AND 00/100's DOLLARS (\$10.00) and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee all the right, title, interest, claim or demand in and to the following described Property, with all the rights members and appurtenances to the said described premises in anywise appertaining to or belonging, to-wit:

All that tract or parcel of land lying and being in Land Lot 198 of the 1262 District, G. M. of Fayette County, Georgia and being more fully described as follows:

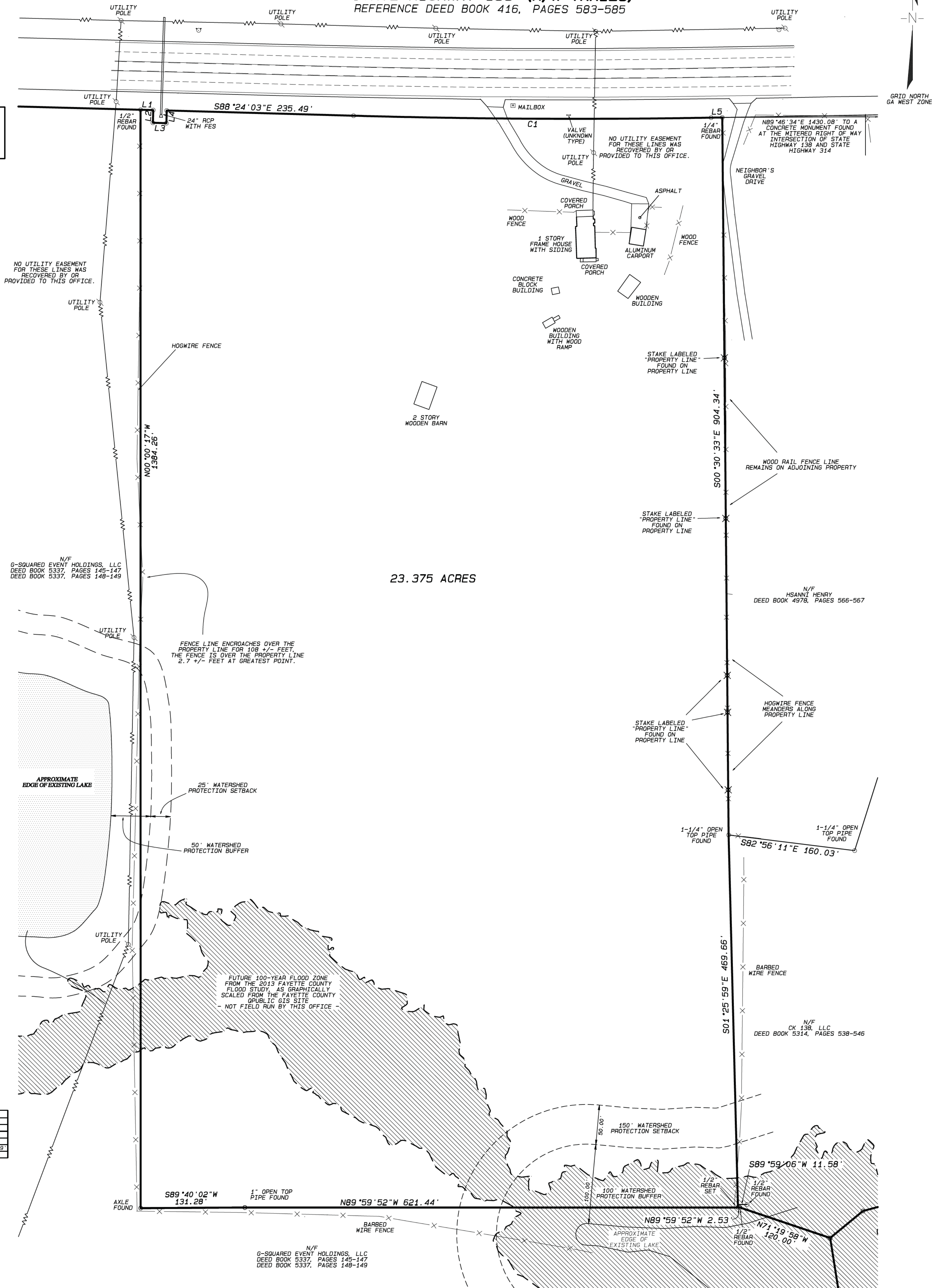
Being the east one-half of the northwest one-quarter of said land lot, and being bounded on the north by Selina Road (Highway 138); on the east and south by Cecil H. Travis, and on the West by Cecil H. Travis and Melvin T. Mitchell (the western boundary is the west one-half of the northwest one-quarter of said land lot which was deeded to Melvin T. Mitchell on the 20th day of October, 1947 by Mrs. Katherine F. Allen), being one-half (that is the east one-half) of the same property described in a deed from Mrs. W. T. Brown to Granville G. Brown, recorded in Deed Book 27, page 550, Fayette County Records, and deed from Mrs. Dorothy B. Gresham to Granville G. Brown, recorded in Deed Book 27, page 550 Fayette County

STATE HIGHWAY 138 (R/W VARIES)

REFERENCE DEED BOOK 416, PAGES 583-585

RETRACEMENT SURVEY

CURRENT OWNER:
G-SQUARED EVENT HOLDINGS, LLC
DEED BOOK 5467, PAGES 345-346
DEED BOOK 5467, PAGES 355-356



LINE	CHORD	CHORD BEARING	RADIUS	ARC
L1	16.00'	S88°24'03\"E		
L2	16.00'	S01°35'57\"W		
L3	17.00'	S88°24'03\"E		
L4	16.00'	N01°35'37\"E		
C1	450.65'	S89°41'17\"E	10,030.24'	450.69'
L5	14.03'	N89°01'29\"E		

CLOSURE DATA
FIELD CLOSURE = 1' : 347.332
ANGLE POINT ERROR = 10\"
EQUIPMENT USED: GEOMAX ZOOM 90
ADJUSTMENT METHOD: NONE
PLAT CLOSURE = 1' : 554.997
ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP, MAP NUMBER 19113 C 0037 E, DATED SEPTEMBER 26, 2008, THIS PROPERTY DOES NOT LIE WITHIN A DESIGNATED 100 YEAR FLOOD HAZARD AREA. FLOOD PLAIN SHOWN ON THE PLAT IS BASED ON THE 2013 FAYETTE COUNTY FLOOD STUDY, AS SHOWN ON THE FAYETTE COUNTY PUBLIC GIS SITE

NOTE: STRIPING SHOWN ON HIGHWAY 138 IS SCALED FROM AERIAL PHOTOGRAPHY, AND IS FOR ILLUSTRATIVE PURPOSES ONLY.

WATERSHED BUFFERS AND SETBACKS ARE SHOWN PER DOCUMENTS PROVIDED BY THE FAYETTE COUNTY ENVIRONMENTAL MANAGEMENT DEPARTMENT. THESE BUFFERS/SETBACKS SHOULD BE VERIFIED PRIOR TO ANY DESIGN OR CONSTRUCTION.

PER THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS RULE 180-6-.09 THE TERM CERTIFICATION RELATING TO LAND SURVEYING SERVICES, AS DEFINED IN O.C.G.A. 43-15-2(6), AND (11) SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED HEREON. NO CERTIFICATION OR LIABILITY IS EXTENDED TO ANY UNNAMED PERSON, PERSONS OR ENTITY WITHOUT A RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS OR ENTITY.

THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT. THEREFORE, THE UNDERSIGNED SURVEYOR AND W.D. GRAY AND ASSOCIATES, INC. MAKE NO GUARANTEES, REPRESENTATIONS, OR WARRANTY REGARDING INFORMATION SHOWN HEREON PERTAINING TO RIGHTS-OF-WAY, EASEMENTS, RESTRICTIONS, RESERVATIONS, SETBACK LINES, BUFFERS, AND OTHER SIMILAR MATTERS. OTHER CONDITIONS OR DOCUMENTS MAY EXIST THAT WOULD AFFECT THIS PROPERTY. NO LIABILITY IS ASSUMED FOR LOSS OR DAMAGES CAUSED BY THE DISCOVERY OF OR DISTURBANCE OF UNDERGROUND UTILITIES AND/OR STRUCTURES.

THIS PROPERTY IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, COVENANTS, ZONING ORDINANCES, ENVIRONMENTAL RESTRICTIONS, AND RIGHTS-OF-WAY SHOWN OR NOT SHOWN, RECORDED OR NOT RECORDED.

W.D. GRAY AND ASSOCIATES, INC. HAS MADE NO INVESTIGATION AS TO THE EXISTENCE OR NON-EXISTENCE OF UNDERGROUND UTILITIES AND/OR STRUCTURES. BEFORE ANY LAND DISTURBANCE ACTIVITY BEGINS, UNDERGROUND UTILITIES SHOULD BE IDENTIFIED AND LOCATED. W.D. GRAY AND ASSOCIATES, INC. ASSUMES NO LIABILITY FOR LOSS OR DAMAGES CAUSED BY THE DISCOVERY OF OR DISTURBANCE OF UNDERGROUND UTILITIES AND/OR STRUCTURES.

UNLESS OTHERWISE STATED, ONLY EVIDENCE OF EASEMENTS OR STRUCTURES THERETO WHICH ARE READILY APPARENT FROM A CASUAL ABOVE GROUND VIEW OF THE PREMISES ARE SHOWN. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED OR BY W.D. GRAY AND ASSOCIATES, INC. FOR LOSS OR DAMAGES RELATING TO THE EXISTENCE OF ANY EASEMENT NOT DISCOVERED FROM THE CASUAL ABOVE GROUND VIEW OF THE PREMISES.

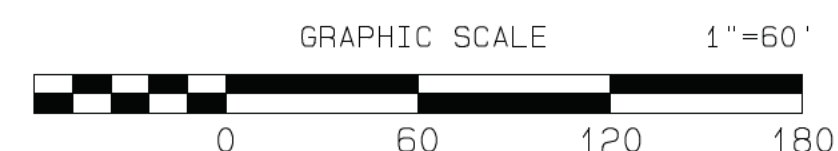
ALL BUILDING RESTRICTIONS INCLUDING BUT NOT LIMITED TO BUILDING SETBACKS, WATERSHED BUFFERS, WATERSHED SETBACKS, UNDISTURBED BUFFERS, ETC. SHOULD BE INTERPRETED AND VERIFIED BY THE PROPER GOVERNING AUTHORITY BEFORE ANY LAND PLANNING AND/OR LAND DISTURBANCE ACTIVITY BEGINS.

WATERSHED BUFFERS, WATERSHED SETBACKS, AND OTHER RESTRICTIONS BASED OFF THE LIMITS OF WRESTED VEGETATION AND/OR ESTABLISHED ELEVATIONS ARE SUBJECT TO CHANGE DUE TO NATURAL ACCRETION, EROSION AND AVULSION. DUE TO THE IRREGULAR NATURE OF CREEK BANKS, SHORELINES, AND FIELD LOCATED ELEVATIONS, AND COMPUTER SOFTWARE USED TO OFFSET THESE LINES, IT IS LIKELY THAT ANY OTHER SURVEYORS LOCATION OF BUFFERS/SETBACKS BASED OFF THESE NATURAL FEATURES WOULD DIFFER SLIGHTLY FROM WHAT IS SHOWN. THESE BUFFERS/SETBACKS SHOULD BE FIELD VERIFIED BEFORE ANY LAND DISTURBANCE ACTIVITY BEGINS.



(iii) This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

WARREN D. GRAY, GEORGIA PLS # 2984
06-08-2022
DATE



JOB NO: 2204027

COUNTY AGENDA REQUEST

Page 34 of 74

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of staff's request to auction two (2) surplus boats, one (1) boat trailer and one (1) boat motor.

Background/History/Details:

The Fire Department has items to be sold at auction:
1 - 1998 Smoker-Craft 14 ft boat (SN:SMK63239F798) with
1 - boat trailer (VIN: 1TPADBM11W1080017) and
1 - 20 HP outboard motor (SN: 0G562620)
1 - 2001 Smoker-Craft 12 ft boat (SN: SMK20638C401)

This equipment is no longer serviceable.

What action are you seeking from the Board of Commissioners?

Approval of staff's request to auction two (2) surplus boats, one (1) boat trailer and one (1) boat motor.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

COUNTY AGENDA REQUEST

Page 35 of 74

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval to award annual Bid #2131-B to Faultless Business Center as primary vendor for dump truck hauling services for fiscal year 2023 for a total award amount of \$170,551.41.

Background/History/Details:

The intent of this annual contract is to identify a vendor to provide on-call dump truck hauling services. These services are intended to be used only when additional services over and above the capabilities of the Road Department are needed. Typically the materials hauled would be asphalt, gravel or soil on various projects undertaken by the Department.

If approved, this contract will expire on June 30, 2023.

What action are you seeking from the Board of Commissioners?

Approval to award annual Bid #2131-B to Faultless Business Center as primary vendor for dump truck hauling services for fiscal year 2023 for a total award amount of \$170,551.41.

If this item requires funding, please describe:

Funds are budgeted annually in the Road Department's O&M budget in account 10040220-522111 or in various CIP or SPLOST project 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
 Through: Ted L. Burgess *TLB*
 From: Sherry White *SW*
 Date: July 28, 2022
 Subject: Contract #2131-B: Annual Hauling Contract

The Road Department's FY 2023 budget includes dump truck hauling services. The hauling services is to be used when additional services over and beyond the capability of the Road Department are required.

Purchasing Department issued Invitation to Bid 2131-B: Annual Hauling Contract. Notices of the opportunity to bid were emailed to eleven contractors that responded to other solicitations for hauling services or solicitations of similar services. Another 360 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code #96239 (Hauling Services). The ITB was also advertised in the Fayette Newspaper, Fayette County website, Fayette County local Channel 23, and the Local Government Access Marketplace websites.

The hourly price the vendor charges each month is based on the Diesel Fuel Price Index for that month, as published by the Georgia Department of Transportation. Index trends are included (Attachment 1). The bid price range were weighted more heavily in the average range than prices on the extremes of the Index. While weights were used for determining the most favorable bid to the county, the actual hourly prices will be used to pay for hauling services.

The Purchasing Department received four (4) bids. (Attachment 2). The Road Department recommends award to Faultless Business Center, Inc.

A Contractor's Performance Evaluation is included (Attachment 3).

Specifics of the proposed contract are as follows:

Contract Name 2131-B: Annual Hauling Contract

Contractor Name Faultless Business Center, Inc.

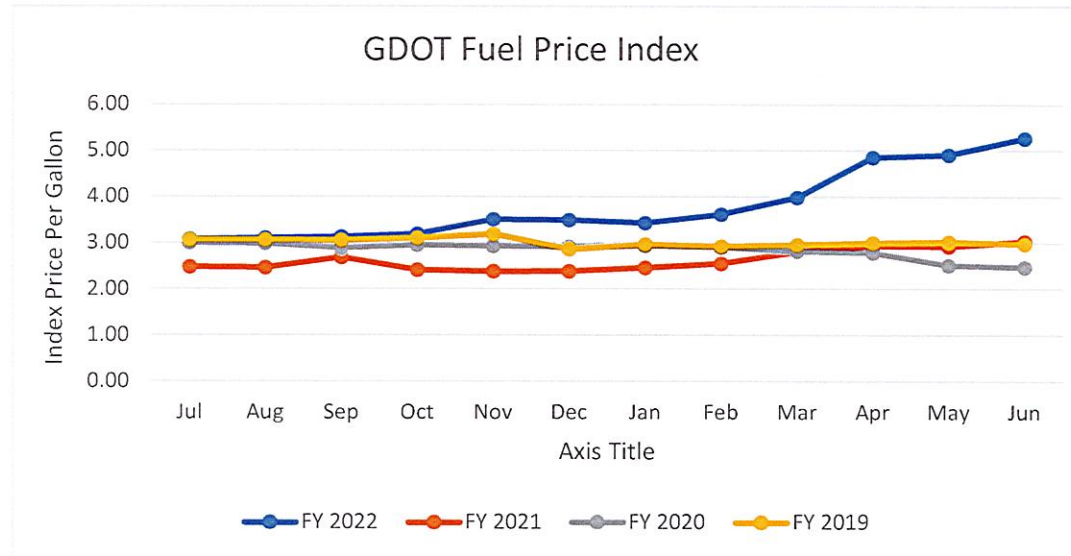
Not-to-Exceed Amount \$170,551.41

Budget

10040220 522111	\$105,666.11	Road Dept.
37510400 541210 201AE	\$ 2,086.79	Elections
37560500 541210 236AB	\$ 7,067.27	Library
37530550 541210 233AI	\$ 3,533.63	Fire Station #5 Parking Lot
37530550 541210 233AJ	\$ 2,782.39	Fire Station #6 Parking Lot
37530550 541210 233AL	\$ 2,504.15	Fire Station #10 Parking Lot
37530310 541320 5565H	\$31,719.23	Sheriff Dept. Track&Access Road
32240220 541210 17TAN	\$ 9,738.36	Ebenezer Realignment/SPLOST
37560110 541210 236AG	<u>\$ 5,453.48</u>	Parks & Rec
Total	\$170,551.41	

#2131-B Annual Hauling Contract Fuel Price Chart

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 2022	3.098	3.120	3.151	3.209	3.530	3.516	3.454	3.639	3.999	4.869	4.926	5.282
FY 2021	2.495	2.487	2.704	2.438	2.405	2.409	2.485	2.573	2.829	2.960	2.947	3.055
FY 2020	3.001	2.987	2.890	2.952	2.927	2.915	2.945	2.907	2.821	2.785	2.519	2.479
FY 2019	3.083	3.078	3.077	3.126	3.205	2.880	2.984	2.945	2.979	3.018	3.037	3.000



#2131-B ANNUAL HAULING CONTRACT TALLY SHEET

Bid Opening: 3:00pm, July 12, 2022

Price Range	ROCK-IT			
	Hourly Rate		Weight	Weighted Price (For Award Purposes Only)
\$2.00 to \$2.50	\$98.00	X	0.5	= \$49.00
\$2.51 to \$3.00	\$98.00	X	0.75	= \$73.50
\$3.01 to \$3.50	\$98.00	X	0.75	= \$73.50
\$3.51 to \$4.00	\$105.00	X	0.75	= \$78.75
\$4.01 to \$4.50	\$105.00	X	1	= \$105.00
\$4.51 to \$5.00	\$105.00	X	1	= \$105.00
\$5.01 to \$5.50	\$109.00	X	1	= \$109.00
\$5.51 to \$6.00	\$115.00	X	1	= \$115.00
\$6.01 to \$6.50	\$119.00	X	1	= \$119.00
\$6.51 to \$7.00	\$121.00	X	1	= \$121.00
\$7.00 to \$7.50	\$123.00	X	1	= \$123.00
\$7.51 to \$8.00	\$125.00	X	1	= \$125.00
\$8.01 to \$8.50	\$126.00	X	1	= \$126.00
\$8.51 to \$9.00	\$128.00	X	1	= \$128.00
\$9.01 to \$9.50	\$130.00	X	1	= \$130.00
\$9.51 to \$10.00	\$131.00	X	0.75	= \$98.25
\$10.01 to \$10.50	\$132.00	X	0.75	= \$99.00
\$10.51 to \$11.00	\$135.00	X	0.75	= \$101.25
\$11.01 to \$11.50	\$137.00	X	0.75	= \$102.75
\$11.51 to \$12.00	\$139.00	X	0.75	= \$104.25
\$12.01 to \$12.50	\$141.00	X	0.75	= \$105.75
\$12.51 to \$13.00	\$150.00	X	0.75	= \$112.50
\$13.01 to \$13.50	\$155.00	X	0.75	= \$116.25
\$13.51 to \$14.00	\$160.00	X	0.5	= \$80.00
\$14.01 to \$14.50	\$165.00	X	0.5	= \$82.50
\$14.51 to \$15.00	\$180.00	X	0.5	= \$90.00
*Average Weighted Price				\$102.82

GIG LEO LLC				
Hourly Rate		Weight		Weighted Price (For Award Purposes Only)
\$100.00	X	0.5	=	\$50.00
\$100.00	X	0.75	=	\$75.00
\$150.00	X	0.75	=	\$112.50
\$150.00	X	0.75	=	\$112.50
\$150.00	X	1	=	\$150.00
\$150.00	X	1	=	\$150.00
\$200.00	X	1	=	\$200.00
\$200.00	X	1	=	\$200.00
\$200.00	X	1	=	\$200.00
\$200.00	X	1	=	\$200.00
\$200.00	X	1	=	\$200.00
\$180.00	X	1	=	\$180.00
\$180.00	X	1	=	\$180.00
\$180.00	X	1	=	\$180.00
\$180.00	X	1	=	\$180.00
\$20.00	X	0.75	=	\$15.00
\$20.00	X	0.75	=	\$15.00
\$20.00	X	0.75	=	\$15.00
\$20.00	X	0.75	=	\$15.00
\$20.00	X	0.75	=	\$15.00
\$20.00	X	0.75	=	\$15.00
\$20.00	X	0.75	=	\$15.00
\$20.00	X	0.75	=	\$15.00
\$20.00	X	0.5	=	\$10.00
\$20.00	X	0.5	=	\$10.00
\$20.00	X	0.5	=	\$10.00
Average Weighted Price				\$96.92

In & Out				
Hourly Rate		Weight		Weighted Price (For Award Purposes Only)
107.63	X	0.5	=	\$53.82
107.63	X	0.75	=	\$80.72
107.63	X	0.75	=	FALSE
112.53	X	0.75	=	\$84.40
112.53	X	1	=	\$112.53
112.53	X	1	=	\$112.53
112.53	X	1	=	\$112.53
112.53	X	1	=	\$112.53
112.53	X	1	=	\$112.53
117.43	X	1	=	\$117.43
117.43	X	1	=	\$117.43
117.43	X	1	=	\$117.43
122.33	X	1	=	\$122.33
122.33	X	1	=	\$122.33
122.33	X	1	=	\$122.33
127.23	X	0.75	=	\$95.42
127.23	X	0.75	=	\$95.42
127.23	X	0.75	=	\$95.42
137.03	X	0.75	=	\$102.77
137.03	X	0.75	=	\$102.77
137.03	X	0.75	=	\$102.77
137.03	X	0.75	=	\$102.77
137.03	X	0.75	=	\$102.77
137.03	X	0.5	=	\$68.52
137.03	X	0.5	=	\$68.52
137.03	X	0.5	=	\$68.52
Average Weighted Price				\$96.41

FAULTLESS				
Hourly Rate		Weight		Weighted Price (For Award Purposes Only)
\$83.48	X	0.5	=	\$41.74
\$83.48	X	0.75	=	\$62.61
\$83.48	X	0.75	=	\$62.61
\$83.48	X	0.75	=	\$62.61
\$83.48	X	1	=	\$83.48
\$83.48	X	1	=	\$83.48
\$83.48	X	1	=	\$83.48
\$83.48	X	1	=	\$83.48
\$83.48	X	1	=	\$83.48
\$83.48	X	1	=	\$83.48
\$85.48	X	1	=	\$85.48
\$85.48	X	1	=	\$85.48
\$86.98	X	1	=	\$86.98
\$86.98	X	1	=	\$86.98
\$87.98	X	1	=	\$87.98
\$87.98	X	0.75	=	\$65.99
\$88.98	X	0.75	=	\$66.74
\$88.98	X	0.75	=	\$66.74
\$89.98	X	0.75	=	\$67.49
\$89.98	X	0.75	=	\$67.49
\$90.98	X	0.75	=	\$68.24
\$90.98	X	0.75	=	\$68.24
\$91.98	X	0.75	=	\$68.99
\$91.98	X	0.5	=	\$45.99
\$92.98	X	0.5	=	\$46.49
\$92.98	X	0.5	=	\$46.49
Average Weighted Price				\$70.85

*Average Weighted Price is calculated as stated in the Invitation to Bid

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: FAULTLESS BUSINESS CENTER INC.	Contract Number: 1644-B
Mailing Address: 425 NEW MORN DR	Contract Description or Title: Hauling Services
City, St, Zip Code: MCDONOUGH, GA 30253	Contract Term (Dates) From: 07/1/2020 To June 30, 2022
Phone Number: 404-886-2113	Task Order Number:
Cell Number:	Other Reference: 2131-B
E-Mail Address: FAULTLESSBCINC@GMAIL.COM	

DEFINITIONS

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

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

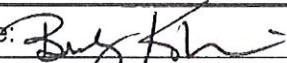
SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

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

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

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

EVALUATED BY

Signature: 	Date of Evaluation: 7/18/22
Print Name: Bradley Klinger	Department/Division: Road
Title: Assistant Director	Telephone No: 6039

COUNTY AGENDA REQUEST

Department: Presenter(s): Meeting Date: Type of Request:

Wording for the Agenda:

Approval to approve annual bid #2131-B to Faultless Business Center as primary vendor for dump truck hauling services for fiscal year 2023 for a total award amount of \$170,551.41.

Background/History/Details:

The intent of this annual contract is to identify a vendor to provide on-call dump truck hauling services. These services are intended to be used only when additional services over and above the capabilities of the Road Department are needed. Typically the materials hauled would be asphalt, gravel or soil on various projects undertaken by the Department.

If approved, this contract will expire on June 30, 2023.

A not-to-exceed amount of \$170,551.41. for Faultless Business Center

What action are you seeking from the Board of Commissioners?

Approval to approve annual bid #2131-B to Faultless Business Center as primary vendor for dump truck hauling services for fiscal year 2023 for a total award amount of \$170,551.41.

If this item requires funding, please describe:

Funds are budgeted annually in the Road Department's O&M budget in account 10040220-522111 or in various CIP or SPLOST project 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:

BOARD OF COUNTY COMMISSIONERS

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

**FAYETTE COUNTY, GEORGIA**

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

140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

MINUTES

July 14, 2022

5:00 p.m.

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2nd and 4th Thursday of each month at 5:00 p.m.

Call to Order

Vice Chairman Gibbons called the July 14, 2022 Board of Commissioners meeting to order at 5:00 p.m. A quorum of the Board was present.

Invocation and Pledge of Allegiance by Commissioner Charles Rousseau

Commissioner Charles Rousseau offered the Invocation and led the Board and audience in the Pledge of Allegiance.

Acceptance of Agenda

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

PROCLAMATION/RECOGNITION:

- 1. Recognition of Fayette County attaining the Aaa Bond Rating from Moody's Investor Services in June 2022 and maintaining Aa2 Bond Rating for Fayette County Water System.**

County Administrator Steve Rapson recognized and congratulated Chief Financial Officer Sheryl Weinman and staff for attaining the Aaa Bond Rating from Moody's Investor Services in June 2022, along with Water System Director Vanessa Tigert and staff for maintaining an Aa2 Bond Rating for Fayette County Water System. He added that the County had maintained the Aaa rating since 2014. Ms. Weinmann acknowledged that this was a team effort and thanked her team for their continued hard work.

- 2. Recognition of Senior Financial Analyst, Stacy Bayer, for earning the Level 1 Local Finance Officer Certification in pursuing professional development in governmental finance, accounting, budgeting, and public finance topics.**

Assistant Chief Financial Officer Lee Ann Bartlett recognized Senior Financial Analyst, Stacy Bayer, for earning the Level 1 Local Finance Officer Certification. She stated that the certification required finance officers to participate in 108 hours of instruction about the intricacies of government budgeting, purchasing, accounting, and other public finance topics. Ms. Bartlett commended Stacey on her efforts in earning her Level 1 Local Finance Officer Certification.

PUBLIC HEARING: None

PUBLIC COMMENT: None.

CONSENT AGENDA:

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

3. Approval of the June 23, 2022 Board of Commissioners Meeting Minutes.

OLD BUSINESS:

NEW BUSINESS:

- 4. Request to approve the "Agreement for Grant Program" to accept the grant amount of \$300,000 from the Georgia Transportation Infrastructure Bank (GTIB) for the SR 92 and Hampton Road intersection project (2004 SPLOST #R-21).**

Environmental Management Project Manager, Matt Bergen stated that on November 9, 2021, the Board of Commissioners authorized staff to apply for a Georgia Transportation Infrastructure Bank (GTIB) grant for the construction phase of the Hampton Road intersection projects. He added that the grant was awarded, in full, and execution of the attached Agreement was required to secure the money. Mr. Bergen stated that this item was seeking approval to formally accept the award and for the Chairman to sign the Georgia Transportation Infrastructure Bank (GTIB) agreement. He stated that the funding would be for the construction phase of the Hampton Road intersection project.

Vice Chairman Gibbons moved to approve the "Agreement for Grant Program" to accept the grant amount of \$300,000 from the Georgia Transportation Infrastructure Bank (GTIB) for the SR 92 and Hampton Road intersection project (2004 SPLOST #R-21). Commissioner Oddo seconded. The motion passed 5-0.

ADMINISTRATOR'S REPORTS:

Mr. Rapson stated that there were several contracts presented before the Board that had been included and approved in the FY2023 Budget. He noted that eight of the contracts were associated with Water Systems totaling slightly over \$662,000, two contracts were for the Road Department totaling \$263,000, two were for Building and Grounds for \$222,000, one project for the Parks and Recreation Office for \$56,000, one project for Fire and Emergency Management Services for \$85,000, one for 911 for \$52,000, and one for the Tax Assessor Office. He stated that combined the total cost of all these contracts was just shy of \$1.4M. Mr. Rapson stated that these contracts were all over \$50,000 but less than \$200,000 that had been properly vetted and budgeted.

A: Contract #1867-P: Water System Engineer of Record, Task Order 23-01: FY22 On-Call Support Services

B: Contract #1918-A: Water System – Grass Cutting Renewal #1

C: Contract #1945-P: Business Personal Property Compliance Audits Renewal #1

D: Bid #2049-B: Grass Cutting Services

E: Contract #2060-A: Firefighter Uniforms

F: Contract #2067-A: Dust Control

G: Contract 2069-A: Flint River Raw Water Pump #1 Repairs, Change Order #1: Bowl Assembly, Impeller and Shaft Replacement

H: Contract #2071-S: Siemens Automation Service Agreement

I: Contract #2072-S: Cal-Flo Lime Slurry

J: Contract #2073-S: SeaQuest

K: Contract #2079-B: Annual Stone Contract

L: Contract #2083-S: Purate for Water Treatment

M: Contract #2107-S: Spillman Annual Maintenance Agreement

N: Bid #2113-B: Kenwood Park Playground Shade Structures

O: Contract #2119-A: Lake Kedron Intake House Repair

P: Contract #2127-S: Carusol-20

Mr. Rapson stated that the Board attended the ribbon cutting ceremony for both Silver Leaf Drive and Patricia Lane, noting that both of those culvert projects had been completed.

Hot Projects

Mr. Rapson advised that an updated "Hot Projects" listing was sent out via email to the Board to keep them abreast of the status of various projects throughout the county. He highlighted the Parks and Recreation Multi-use Facility and Redwine Road Multi-use building.

Trash Pick-up

Mr. Rapson stated that the Board may have received an influx of citizen complaints regarding trash hauling/pick-up. He stated that the County was a subsidiary to the State and did not have a franchise agreement for trash collection and had no relationship with any trash collection providers. Mr. Rapson stated that each resident would individually select a trash service vendor to provide this service. He stated that the cities did have a franchise agreement and through those agreements had better means of enforcement. He added that he did reach out to the vendor advising them of the citizen complaints and noted that they acknowledged the issues and advised that they were down 15 trucks and about 3 operators which was causing some of the delay in trash pick-up.

Georgia Transparency

Mr. Rapson advised that the Administrative Complex had been visited by "Georgia Transparency" a citizen who performed audits of public offices and workers via filming. He stated that they visited several of the County offices and overall received "gold stars". Mr. Rapson noted that there were a few hiccups in the Tax Commissioners Office, but he was assured those issues had been addressed.

ATTORNEY'S REPORTS: None.

COMMISSIONERS' REPORTS:

Commissioner Oddo

Commissioner Oddo acknowledged a young boy scout in the audience and thanked him for attending.

Vice Chairman Gibbons

Vice Chairman Gibbons stated that he had the pleasure of meeting Officer Metland of the Fayetteville Police Department. He noted that she was a 22-year Army veteran and current Army reserve member as well as former New York Police Department officer. He stated that he felt Fayette County was blessed to have an officer of her caliber and thanked her for her service, both to the nation and to the community.

Chairman Hearn

Commissioner Hearn stated that on Wednesday, June 13, 2022, he attended a Transportation and Air Quality Committee (TAQC) Meeting and the Atlanta Regional Commission (ARC) Board meeting. He noted that between meetings he had the opportunity to converse with staff. Chairman Hearn stated that there was a lot of federal funds being funneled down through ARC and Georgia

Department of Transportation (GDOT), so it was important to build those relationships and partnerships now, He suggested that the County needed to pay attention and be prepared to take advantage of aid when the opportunity presented itself.

EXECUTIVE SESSION: None.

ADJOURNMENT:

Vice Chairman Gibbons moved to adjourn the July 14, 2022, Board of Commissioners meeting. Commissioner Oddo seconded. The motion passed 5-0.

The July 14, 2022, Board of Commissioners meeting adjourned at 5:15 p.m.

Marlena M. Edwards, Chief Deputy County Clerk

Lee Hearn, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 28th day of July 2022. Attachments are available upon request at the County Clerk's Office.

Marlena Edwards, Chief Deputy County Clerk

COUNTY AGENDA REQUEST

Page 46 of 74

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to award Contract #2103-B, Fayette County Sheriff Office (FCSO) Hewell Road Renovation, to Brewer Construction Group, LLC in the amount of \$507,995.88 and approval to transfer \$19,035.36 from CIP #5565H (Links - Sheriff's Training Center) to fully fund the contract.

Background/History/Details:

The county purchased the property at 203 Hewell Road to be used as part of the new Sheriff's Office training facility. Please see the attached proposal for additional information.

What action are you seeking from the Board of Commissioners?

Approval of Contract #2103-B, Fayette County Sheriff Office (FCSO) Hewell Road Renovation, to Brewer Construction Group, LLC in the amount of \$507,995.88 and approval to transfer \$19,035.36 from CIP #5565H (Links - Sheriff's Training Center) to fully fund the contract.

If this item requires funding, please describe:

A total of \$1,608,676.60 is available for Sheriff's Office projects related to training facilities at the former Links golf course. The CIP for Hewell Road renovation has \$488,960.52 available. This request includes a transfer of \$19,035.36 to fully fund the contract.

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 28, 2022

Subject: Contract 2103-B: Fayette County Sheriff's Office Hewell Road Renovation

The Sheriff's Office is renovating a former residence at 203 Hewell Road, to be used for defensive tactics training and to house driving and firearms simulators. The Purchasing Department issued Invitation to Bid #2103-B to secure a contractor to renovate and convert the property. Notice of the opportunity was sent to 1,506 vendors who had registered on the web-based Georgia Procurement Registry, who had registered under commodity code #90930 (Building Construction, Not Otherwise Classified) and 90924 (Building Construction, Commercial and Institutional). The offer was also advertised through Georgia Local Government Access Marketplace, Channel 23, the Fayette County News, and the County website.

Representatives of eight companies attended a mandatory pre-bid conference at the site. Three of the companies submitted bids (attached).

It is recommended that the contract be awarded to the low bidder, Brewer Construction Group, LLC in the amount of \$507,995.88. Since The county has not previously contracted with Brewer Construction, a Contractor Performance Evaluation is not available. However, the Project Manager contacted three references. The two that responded were highly positive.

While a total of \$1,608,676.60 is available to the Sheriff's Office, Capital Improvement Project (CIP) #21AR1 for the renovation has a current balance of \$488,960.52. It is recommended that \$19,035.36 be transferred from CIP #5565H (Links – Sheriff's Training Center) to CIP #21AR1 (Sheriff Final Buildout) to fully fund the contract. Specifics of the proposed contract are as follows:

Contract Name	#2103-B: FCSO – Hewell Road Renovation	
Contractor	Brewer Construction Group, LLC	
Contract Amount	\$507,995.88	
Budget:		
Fund	375	Capital Improvement Project
Org Code	37530310	Sheriff's Administration
Object	541320 Building & Structures	
Project	21AR1	Sheriff Final Buildout
Available	\$507,995.88	After requested transfer

**Invitation to Bid #2103-B
Fayette County Sheriff's Office Hewell Road Renovation**

Project: **FCSO HEWELL ROAD RENOVATION**
Address: **203 Hewell Road, Jonesboro, GA 20238**
Square Feet: **3,888sqft**

		Pencor Construction	Striker Contracting, LLC	Brewer Construction Group, LLC
Stipulated Sum Construction Cost				
		Bid Amount	Bid Amount	Bid Amount
PART A: BASE BID				
Section A - General Conditions				
101	Permits (BY OWNER)	\$ -	\$ -	\$ -
102	Mobilization and Field Office	\$ 5,300.00	\$ -	\$ 4,500.00
103	Performance Bond / 100% Material Payment Bond	\$ 16,981.00	\$ -	\$ 15,239.88
104	Project Insurance	\$ 6,962.00	\$ -	\$ 3,642.00
105	Payroll Taxes & Benefits	\$ 11,236.00	\$ -	\$ 16,520.00
106	Job Supervision	\$ 64,236.00	\$ -	\$ 35,260.00
107	Field Eng. / Layout /Construction Staking / Testing	\$ 8,490.00	\$ -	\$ 2,650.00
108	Equipment	\$ 4,770.00	\$ -	\$ 7,000.00
109	Expendables / Job Trailer / Toilets / Misc. Expenses	\$ 8,745.00	\$ -	\$ 11,500.00
110	Construction Utilities (Temporary)	\$ 1,908.00	\$ -	\$ 1,350.00
111	Construction Project Signage Allowance	\$ 530.00	\$ -	\$ 450.00
112	General Clean-up & Disposal	\$ 5,035.00	\$ -	\$ 8,000.00
	Sub Total Section A - General Conditions	\$ 134,193.00	\$78,871.00*	\$ 106,111.88
Section B -Existing conditions				
201	Site Clearing	\$ 10,470.00	\$ 5,000.00	\$ 2,500.00
202	Landscaping Allowance	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
	Sub Total Section B - Existing Conditions	\$ 15,470.00	\$ 10,000.00	\$ 7,500.00
Section C - Building Construction				
301	Demolition	\$ 20,533.00	\$ 23,330.00	\$ 15,250.00
302	Concrete	\$ 7,579.00	\$ 3,750.00	\$ 5,620.00
303	Brick Masonry	\$ 11,543.00	\$ 4,200.00	\$ 4,520.00
304a	Steel	\$ -	\$ 21,000.00	\$ 26,520.00
304b	Steel Support Allowance	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
305	Rough Carpentry, Framing, Ply-wood (incl nailers & sheathing)	\$ 114,107.00	\$ 56,584.00	\$ 63,347.00
306	Cabinetry/Millwork	\$ 1,749.00	\$ 1,626.00	\$ 1,275.00
307	Insulation	\$ 4,483.00	\$ -	\$ 4,250.00
308	Metal Roofing Repairs and infil	\$ 35,852.00	\$ 8,000.00	\$ 6,520.00
309	Flashing and Sheet Metal	\$ 1,749.00	\$ -	\$ 520.00
310	Waterproofing	\$ 8,745.00	\$ -	\$ -
311	Cement Board Siding	\$ 42,019.00	\$ -	\$ 27,427.00
312	Caulking and Sealants	\$ 2,915.00	\$ -	\$ 1,200.00
313	Interior Wood Doors & Frames	\$ 5,946.00	\$ 11,080.00	\$ -
314	Hollow Metal Doors & Frames	\$ 4,430.00	\$ 7,615.00	\$ 24,410.00
315	Aluminum Storefront System	\$ -	\$ 12,750.00	\$ -
316	Storefront Windows (glazing and frames)	\$ -	\$ -	\$ -
317	Windows	\$ 6,004.00	\$ 2,825.00	\$ 9,240.00
318	Lighting Fixtures	\$ 9,328.00	\$ -	\$ -
319	Finish Hardware	\$ 15,158.00	\$ -	\$ -
320	Gypsum Wall Board Assemblies	\$ 17,256.00	\$ 112,000.00	\$ 29,250.00
321	Ceiling Assemblies (2x2) & GWB	\$ 12,097.00	\$ -	\$ -
322	Carpet	\$ -	\$ -	\$ -
323	Rubber base, wood base	\$ 1,459.00	\$ 810.00	\$ 8,250.00
324	Porcelain tile	\$ 6,070.00	\$ 11,775.00	\$ 10,100.00
325	Resilient Flooring	\$ 52,135.00	\$ 36,855.00	\$ 37,050.00
326	Paint	\$ 32,531.00	\$ 38,305.00	\$ 15,100.00
327	Fire Extinguishers and Accessories (Allow for Type A-B-C 10 lb.)	\$ 756.00	\$ 375.00	\$ 825.00
328	Toilet Accessories	\$ 583.00	\$ 4,345.00	\$ 5,530.00
329	Specialties, Misc. Items, toilet partitions	\$ 3,348.00	\$ 760.00	\$ -
330	Plumbing	\$ 30,881.00	\$ 39,000.00	\$ 16,500.00
331	HVAC	\$ 50,009.00	\$ 64,250.00	\$ 32,400.00
332	Electrical	\$ 83,952.00	\$ 49,340.00	\$ 35,280.00
333	Misc Finishes	\$ 4,081.00	\$ -	\$ -
	Sub Total Section C - Building Construction	\$ 588,798.00	\$ 512,075.00	\$ 381,884.00
Section D - Structural Engineering				
401	Cost for providing Structural Engineering Design	\$ 10,430.00	\$ 2,500.00	\$ 7,500.00
402	Allowance for work associated with Structural Engineering Design	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
	Sub Total Section D - Structural Engineering Design	\$ 15,430.00	\$ 7,500.00	\$ 12,500.00
	Total Stipulated Sum - Base Bid	\$ 753,891.00	\$ 608,446.00	\$ 507,995.88

*Lump Sum provided for Section A

Fayette County Sheriff's Office
Project No. 2103-B
Project Name: Hewell Road Renovation

Proposal for the appointment of General Contractor

Introduction:

The old Links Course has been re-developed over the last 5 years to provide training facilities for the Sheriff's Office. The property at 203 Hewell Road was purchased in early 2022 as it could provide space for driving and firearms simulators, as well as an area for teaching defensive tactics. An additional benefit is the proximity of the property to the proposed tactical driving course. An external attached viewing platform deck is part of the renovation project to give views of the northerly end of the driving course.

The property at 203 Hewell Road has already been cleared out by the Sheriff's Office and needs a complete renovation to provide the right environment for the simulators to be installed and for the defensive tactics room. The renovated space will include bathrooms and new mechanical and electrical installations. The exterior will also be refreshed with new siding and landscaping.

Bid Process:

The Project Team worked with the Fayette County Purchasing Department to follow the County's bid process. After the required notice period, bids were sort from qualified General Contractors for the work as set out in the bid documents.

The bid documents were published to the Fayette County Procurement website on Monday May 2nd, 2022, with bids due to be returned on Thursday June 9th. Due to the large number of questions, it was decided to extend the bid return deadline to Tuesday June 14th, 2022.

The following are the qualifying bids that were returned:

Responding Companies	Total Bid
BREWER CONSTRUCTION GROUP, LLC	\$507,995.88
STRIKER CONTRACTING, LLC	\$608,446.00
PENCOR CONSTRUCTION	\$753,891.00

Analysis of the Bids:

The lowest bid from Brewer Construction was analyzed to ensure completeness of the bid and to check for any issues. None were found. Brewer submitted a construction schedule of 23 weeks. This is in line with the current lead times for materials, particularly windows and doors.

The references provided from Brewer Construction were followed up and checked - no problems were discovered.

The budget funds available for this project are part of the larger FCSO Tactical Driving Course project. The current available budget for this project totals \$1,608,676.60

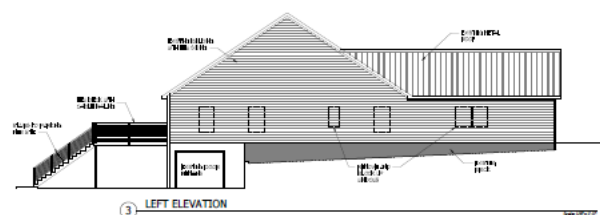
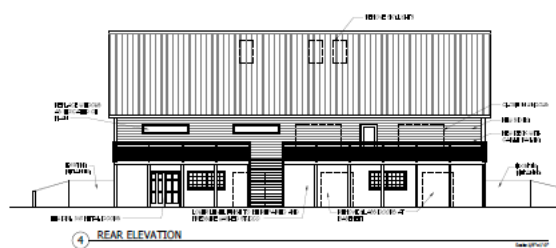
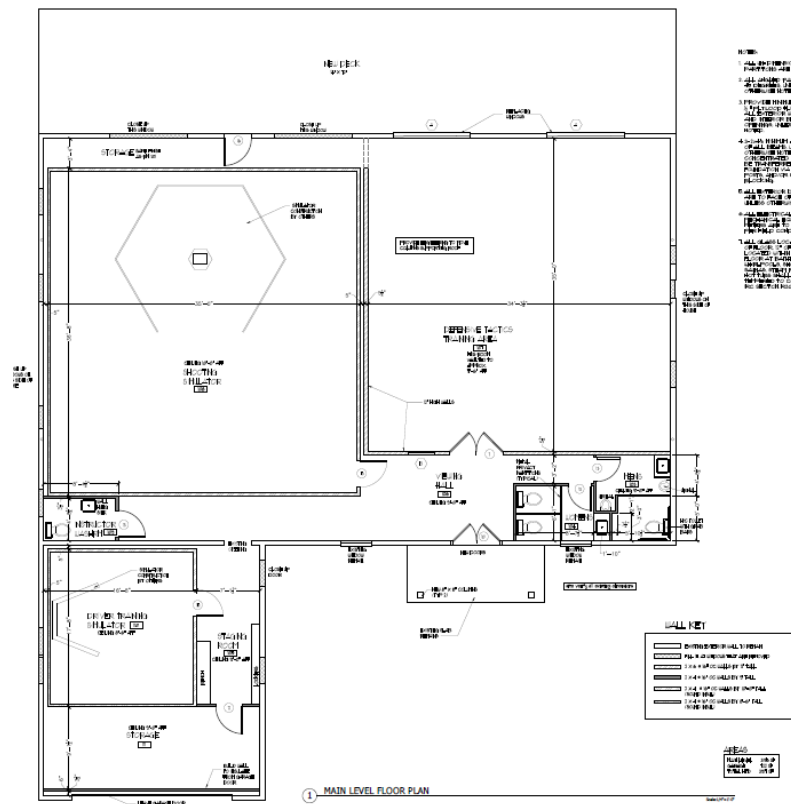
Recommendation:

Brewer Construction have submitted a qualifying bid for the project. The contract sum is within the overall allowed funds for the project. It is the Project Team's recommendation that Brewer Construction Group LLC be awarded the FCSO Hewell Road Renovation project in the contract sum of \$507,995.88

The form of contract will be a Lump Sum Contract AIA Form A101.



1 FRONT ELEVATION



COUNTY AGENDA REQUEST

Page 51 of 74

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to award annual Bid #2132-B to E.R. Snell Contractor, Inc of Tyrone as annual vendor for asphalt services for fiscal year 2023 with a not-to-exceed amount of \$1,182,425.

Background/History/Details:

This contract is used to identify vendors for the procurement of various asphalt mixes during the FY2023 paving season.

If approved, this contract will expire on June 30, 2023.

What action are you seeking from the Board of Commissioners?

Approval to award annual Bid #2132-B to E.R. Snell Contractor, Inc of Tyrone as annual vendor for asphalt services for fiscal year 2023 with a not-to-exceed amount of \$1,182,425.

If this item requires funding, please describe:

Funds are budgeted annually in the Road Department's O&M budget in account 10040220-531171, or in various CIP or SPLOST project 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

Through: Ted L. Burgess *TLB*

From: Sherry White *SW*

Date: July 28, 2022

Subject: Contract #2132-B: Annual Asphalt Contract

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 of 1993 research by the U.S. Strategic Highway Research Program.

The Purchasing Department issued Invitation to Bid #2132-B to establish prices for Fiscal Year 2023. Notice of the opportunity was emailed to 17 companies. Another 132 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code #74502 (Asphalt, Asphalt Cement), 74514 (Asphaltic Concrete, Cold Laid, Rock Asphalt), 74521 (Asphaltic Concrete, Hot Laid including Bituminous Materials). The offer was also advertised through the Fayette County website, Channel 23, the Fayette News, and Georgia Local Government Access Marketplace.

Due to the cost of transporting the product, the number of vendors that can compete is limited. Vendors are asked to bid prices assuming various levels of the Asphalt Cement Price Index (ACPI). The Index is produced by the Georgia Department of Transportation, and is updated monthly (Attachment 1). The ITB covers a wide range of possible Index values, so that the resulting contract will be valid in case of unusually large fluctuations.

The Purchasing Department received two (2) bids. (Attachment 2) The Road Department recommends award to E. R. Snell Contractor, Inc.

A Contractor's Performance Evaluation is attached. (Attachments 3)

Placed on Administrator's Report? Yes No

Placed on Agenda Dated: _____

Specifics of the proposed contract are as follows:

Contract Name #2132-B: Asphalt Annual Contract
Type of Contract **Indefinite Quantity, Fixed Price Contract**
Vendors: E. R. Snell Contractor, Inc.

Not-to-Exceed Amount \$1,182,425.00

FY23 Budget:

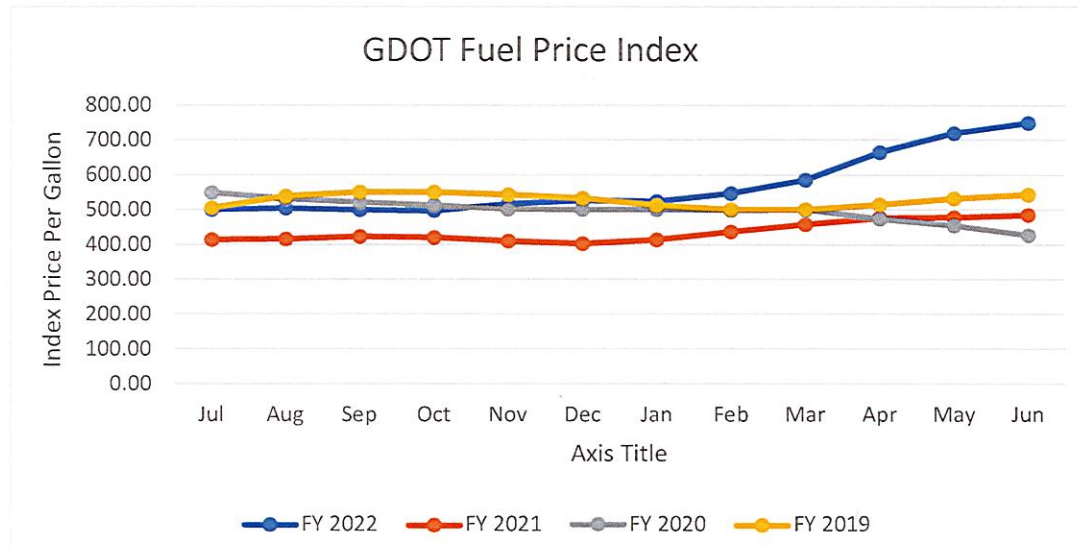
Budget Code	Budget Amt.	Description
10040220 531171	\$220,000.00	Road Dept
37510400 541210 201AE	\$ 33,990.40	Elections
37560500 541210 236AB	\$ 73,453.55	Library
37530550 541210 233AI	\$ 34,896.96	Fire Station #5 Parking Lot
37530550 541210 233AJ	\$ 26,820.72	Fire Station #6 Parking Lot
37530550 541210 233AL	\$ 24,909.80	Fire Station #10 Parking Lot
37530310-541320 5565H	\$566,562.13	Sheriff Dept Track& Access Road
32240220 541210 17TAN	\$ 81,466.95	Ebenezer Realignment/SPLOST
37560110 541210 236AG	<u>\$120,324.49</u>	Parks&Rec N. Soccer Parking Lot
Total	\$1,182,425.00	

Placed on Administrator's Report? Yes No

Placed on Agenda Dated: _____

#2132-B Annual Asphalt Contract Asphalt Cement Price Chart

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 2022	\$502	\$506	\$501	\$499	\$519	\$529	\$526	\$549	\$587	\$666	\$721	\$751
FY 2021	\$416	\$418	\$425	\$422	\$412	\$405	\$416	\$439	\$460	\$478	\$480	\$487
FY 2020	\$550	\$532	\$522	\$514	\$502	\$501	\$501	\$500	\$501	\$475	\$455	\$428
FY 2019	\$507	\$541	\$553	\$553	\$545	\$535	\$515	\$503	\$503	\$517	\$534	\$545



#2132-B ANNUAL ASPHALT CONTRACT
TALLY SHEET

Bid opening: July 12, 2022, 3:00pm
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Attachment 2

4.75 mm	Superpave	ER SNELL			CW Matthews		
ACPI	Award Scoring	Bid	Weighted	Extended	Bid	Weighted	Extended
(\$/ton)	Weight	Price	Price	Price	Price	Price	Price
Est. Tons	10	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton
301-325	75%	\$50.71	\$38.03	\$380.33	55.30	\$41.48	\$414.75
326-350	75%	\$52.02	\$39.02	\$390.15	56.62	\$42.47	\$424.65
351-375	75%	\$53.33	\$40.00	\$399.98	57.94	\$43.46	\$434.55
376-400	75%	\$54.64	\$40.98	\$409.80	59.26	\$44.45	\$444.45
401-425	75%	\$55.95	\$41.96	\$419.63	60.58	\$45.44	\$454.35
426-450	75%	\$57.26	\$42.95	\$429.45	61.90	\$46.43	\$464.25
451-475	75%	\$58.57	\$43.93	\$439.28	63.22	\$47.42	\$474.15
476-500	75%	\$59.88	\$44.91	\$449.10	64.54	\$48.41	\$484.05
501-525	100%	\$61.19	\$61.19	\$611.90	65.86	\$65.86	\$658.60
526-550	100%	\$62.50	\$62.50	\$625.00	67.18	\$67.18	\$671.80
551-575	100%	\$63.81	\$63.81	\$638.10	68.50	\$68.50	\$685.00
576-600	100%	\$65.12	\$65.12	\$651.20	69.82	\$69.82	\$698.20
601-625	100%	\$66.43	\$66.43	\$664.30	71.14	\$71.14	\$711.40
626-650	100%	\$67.74	\$67.74	\$677.40	72.46	\$72.46	\$724.60
651-675	100%	\$69.05	\$69.05	\$690.50	73.78	\$73.78	\$737.80
676-700	100%	\$70.36	\$70.36	\$703.60	75.10	\$75.10	\$751.00
701-725	100%	\$71.67	\$71.67	\$716.70	76.42	\$76.42	\$764.20
726-750	100%	\$72.98	\$72.98	\$729.80	77.74	\$77.74	\$777.40
751-775	100%	\$74.29	\$74.29	\$742.90	79.06	\$79.06	\$790.60
776-800	100%	\$75.60	\$75.60	\$756.00	80.38	\$80.38	\$803.80
801-825	100%	\$76.91	\$76.91	\$769.10	81.70	\$81.70	\$817.00
826-850	100%	\$78.22	\$78.22	\$782.20	83.02	\$83.02	\$830.20
851-875	75%	\$79.53	\$59.65	\$596.48	84.34	\$63.26	\$632.55
876-900	75%	\$80.84	\$60.63	\$606.30	85.66	\$64.25	\$642.45
901-925	75%	\$82.15	\$61.61	\$616.13	86.98	\$65.24	\$652.35
926-950	75%	\$83.46	\$62.60	\$625.95	88.30	\$66.23	\$662.25
951-975	75%	\$84.77	\$63.58	\$635.78	89.62	\$67.22	\$672.15
976-1000	75%	\$86.08	\$64.56	\$645.60	90.94	\$68.21	\$682.05
4.75mm Avg Weighted Bid			\$600.09				\$641.45

9.5 mm Type I	Superpave	ER SNELL			CW Matthews		
ACPI	Award Scoring	Bid	Weighted	Extended	Bid	Weighted	Extended
(\$/ton)	Weight	Price	Price	Price	Price	Price	Price
Est. Tons	500	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton
301-325	75%	\$49.56	\$37.17	\$18,585.00	\$53.83	\$40.37	\$20,186.25
326-350	75%	\$50.75	\$38.06	\$19,031.25	\$55.02	\$41.27	\$20,632.50
351-375	75%	\$51.94	\$38.96	\$19,477.50	\$56.21	\$42.16	\$21,078.75
376-400	75%	\$53.13	\$39.85	\$19,923.75	\$57.40	\$43.05	\$21,525.00
401-425	75%	\$54.32	\$40.74	\$20,370.00	\$58.59	\$43.94	\$21,971.25
426-450	75%	\$55.51	\$41.63	\$20,816.25	\$59.78	\$44.84	\$22,417.50
451-475	75%	\$56.70	\$42.53	\$21,262.50	\$60.97	\$45.73	\$22,863.75
476-500	75%	\$57.89	\$43.42	\$21,708.75	\$62.16	\$46.62	\$23,310.00
501-525	100%	\$59.08	\$59.08	\$29,540.00	\$63.35	\$63.35	\$31,675.00
526-550	100%	\$60.27	\$60.27	\$30,135.00	\$64.54	\$64.54	\$32,270.00
551-575	100%	\$61.46	\$61.46	\$30,730.00	\$65.73	\$65.73	\$32,865.00
576-600	100%	\$62.65	\$62.65	\$31,325.00	\$66.92	\$66.92	\$33,460.00
601-625	100%	\$63.84	\$63.84	\$31,920.00	\$68.11	\$68.11	\$34,055.00
626-650	100%	\$65.03	\$65.03	\$32,515.00	\$69.30	\$69.30	\$34,650.00
651-675	100%	\$66.22	\$66.22	\$33,110.00	\$70.49	\$70.49	\$35,245.00
676-700	100%	\$67.41	\$67.41	\$33,705.00	\$71.68	\$71.68	\$35,840.00
701-725	100%	\$68.60	\$68.60	\$34,300.00	\$72.87	\$72.87	\$36,435.00
726-750	100%	\$69.79	\$69.79	\$34,895.00	\$74.06	\$74.06	\$37,030.00
751-775	100%	\$70.98	\$70.98	\$35,490.00	\$75.25	\$75.25	\$37,625.00
776-800	100%	\$72.17	\$72.17	\$36,085.00	\$76.44	\$76.44	\$38,220.00
801-825	100%	\$73.36	\$73.36	\$36,680.00	\$77.63	\$77.63	\$38,815.00
826-850	100%	\$74.55	\$74.55	\$37,275.00	\$78.82	\$78.82	\$39,410.00
851-875	75%	\$75.74	\$56.81	\$28,402.50	\$80.01	\$60.01	\$30,003.75
876-900	75%	\$76.93	\$57.70	\$28,848.75	\$81.20	\$60.90	\$30,450.00
901-925	75%	\$78.12	\$58.59	\$29,295.00	\$82.39	\$61.79	\$30,896.25
926-950	75%	\$79.31	\$59.48	\$29,741.25	\$83.58	\$62.69	\$31,342.50
951-975	75%	\$80.50	\$60.38	\$30,187.50	\$84.77	\$63.58	\$31,788.75
976-1000	75%	\$81.69	\$61.27	\$30,633.75	\$85.96	\$64.47	\$32,235.00
9.5mm Type I Avg Weighted Bid			\$28,785.31				\$30,653.44

9.5 mm Type II	Superpave	ER SNELL			CW Matthews		
ACPI	Award Scoring	Bid	Weighted	Extended	Bid	Weighted	Extended
(\$/ton)	Weight	Price	Price	Price	Price	Price	Price
Est. Tons	5,000	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton
301-325	75%	\$50.00	\$37.50	\$187,500.00	\$53.23	\$39.92	\$199,612.50
326-350	75%	\$51.18	\$38.39	\$191,925.00	\$54.38	\$40.79	\$203,925.00
351-375	75%	\$52.36	\$39.27	\$196,350.00	\$55.53	\$41.65	\$208,237.50
376-400	75%	\$53.54	\$40.16	\$200,775.00	\$56.68	\$42.51	\$212,550.00
401-425	75%	\$54.72	\$41.04	\$205,200.00	\$57.83	\$43.37	\$216,862.50
426-450	75%	\$55.90	\$41.93	\$209,625.00	\$58.98	\$44.24	\$221,175.00
451-475	75%	\$57.08	\$42.81	\$214,050.00	\$60.13	\$45.10	\$225,487.50
476-500	75%	\$58.26	\$43.70	\$218,475.00	\$61.28	\$45.96	\$229,800.00
501-525	100%	\$59.44	\$59.44	\$297,200.00	\$62.43	\$62.43	\$312,150.00
526-550	100%	\$60.62	\$60.62	\$303,100.00	\$63.58	\$63.58	\$317,900.00
551-575	100%	\$61.80	\$61.80	\$309,000.00	\$64.73	\$64.73	\$323,650.00
576-600	100%	\$62.98	\$62.98	\$314,900.00	\$65.88	\$65.88	\$329,400.00
601-625	100%	\$64.16	\$64.16	\$320,800.00	\$67.03	\$67.03	\$335,150.00
626-650	100%	\$65.34	\$65.34	\$326,700.00	\$68.18	\$68.18	\$340,900.00
651-675	100%	\$66.52	\$66.52	\$332,600.00	\$69.33	\$69.33	\$346,650.00
676-700	100%	\$67.70	\$67.70	\$338,500.00	\$70.48	\$70.48	\$352,400.00
701-725	100%	\$68.88	\$68.88	\$344,400.00	\$71.63	\$71.63	\$358,150.00
726-750	100%	\$70.06	\$70.06	\$350,300.00	\$72.78	\$72.78	\$363,900.00
751-775	100%	\$71.24	\$71.24	\$356,200.00	\$73.93	\$73.93	\$369,650.00
776-800	100%	\$72.42	\$72.42	\$362,100.00	\$75.08	\$75.08	\$375,400.00
801-825	100%	\$73.60	\$73.60	\$368,000.00	\$76.23	\$76.23	\$381,150.00
826-850	100%	\$74.78	\$74.78	\$373,900.00	\$77.38	\$77.38	\$386,900.00
851-875	75%	\$75.96	\$56.97	\$284,850.00	\$78.53	\$58.90	\$294,487.50
876-900	75%	\$77.14	\$57.86	\$289,275.00	\$79.68	\$59.76	\$298,800.00
901-925	75%	\$78.32	\$58.74	\$293,700.00	\$80.83	\$60.62	\$303,112.50
926-950	75%	\$79.50	\$59.63	\$298,125.00	\$81.98	\$61.49	\$307,425.00
951-975	75%	\$80.68	\$60.51	\$302,550.00	\$83.13	\$62.35	\$311,737.50
976-1000	75%	\$81.86	\$61.40	\$306,975.00	\$84.28	\$63.21	\$316,050.00
9.5mm Type II Avg Weighted Bid			\$289,181.25				\$301,521.88

#2132-B ANNUAL ASPHALT CONTRACT
TALLY SHEET

Bid opening: July 12, 2022, 3:00pm
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12.5 mm	Superpave	ER SNELL			CW Matthews		
ACPI	Award Scoring Weight	Bid Price	Weighted Price	Extended Price	Bid Price	Weighted Price	Extended Price
(\$/ton)							
Est. Tons	3000	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton
301-325	75%	\$48.80	\$36.60	\$109,800.00	\$52.25	\$39.19	\$156,750.00
326-350	75%	\$49.92	\$37.44	\$112,320.00	\$53.32	\$39.99	\$159,960.00
351-375	75%	\$51.04	\$38.28	\$114,840.00	\$54.39	\$40.79	\$163,170.00
376-400	75%	\$52.16	\$39.12	\$117,360.00	\$55.46	\$41.60	\$166,380.00
401-425	75%	\$53.28	\$39.96	\$119,880.00	\$56.53	\$42.40	\$169,590.00
426-450	75%	\$54.40	\$40.80	\$122,400.00	\$57.60	\$43.20	\$172,800.00
451-475	75%	\$55.52	\$41.64	\$124,920.00	\$58.67	\$44.00	\$176,010.00
476-500	75%	\$56.64	\$42.48	\$127,440.00	\$59.74	\$44.81	\$179,220.00
501-525	100%	\$57.76	\$57.76	\$173,280.00	\$60.81	\$60.81	\$182,430.00
526-550	100%	\$58.88	\$58.88	\$176,640.00	\$61.88	\$61.88	\$185,640.00
551-575	100%	\$60.00	\$60.00	\$180,000.00	\$62.95	\$62.95	\$188,850.00
576-600	100%	\$61.12	\$61.12	\$183,360.00	\$64.02	\$64.02	\$192,060.00
601-625	100%	\$62.24	\$62.24	\$186,720.00	\$65.09	\$65.09	\$195,270.00
626-650	100%	\$63.36	\$63.36	\$190,080.00	\$66.16	\$66.16	\$198,480.00
651-675	100%	\$64.48	\$64.48	\$193,440.00	\$67.23	\$67.23	\$201,690.00
676-700	100%	\$65.60	\$65.60	\$196,800.00	\$68.30	\$68.30	\$204,900.00
701-725	100%	\$66.72	\$66.72	\$200,160.00	\$69.37	\$69.37	\$208,110.00
726-750	100%	\$67.84	\$67.84	\$203,520.00	\$70.44	\$70.44	\$211,320.00
751-775	100%	\$68.96	\$68.96	\$206,880.00	\$71.51	\$71.51	\$214,530.00
776-800	100%	\$70.08	\$70.08	\$210,240.00	\$72.58	\$72.58	\$217,740.00
801-825	100%	\$71.20	\$71.20	\$213,600.00	\$73.65	\$73.65	\$220,950.00
826-850	100%	\$72.32	\$72.32	\$216,960.00	\$74.72	\$74.72	\$224,160.00
851-875	75%	\$73.44	\$55.08	\$165,240.00	\$75.79	\$56.84	\$227,370.00
876-900	75%	\$74.56	\$55.92	\$167,760.00	\$76.86	\$57.65	\$230,580.00
901-925	75%	\$75.68	\$56.76	\$170,280.00	\$77.93	\$58.45	\$233,790.00
926-950	75%	\$76.80	\$57.60	\$172,800.00	\$79.00	\$59.25	\$237,000.00
951-975	75%	\$77.92	\$58.44	\$175,320.00	\$80.07	\$60.05	\$240,210.00
976-1000	75%	\$79.04	\$59.28	\$177,840.00	\$81.14	\$60.86	\$243,420.00
12.5mm Avg Weighted Bid			\$168,210.00				\$200,085.00

19 mm	Superpave	ER SNELL			CW Matthews		
ACPI	Award Scoring Weight	Bid Price	Weighted Price	Extended Price	Bid Price	Weighted Price	Extended Price
(\$/ton)							
Est. Tons	5000	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton
301-325	75%	\$46.87	\$35.15	\$234,350.00	\$50.91	\$38.18	\$190,912.50
326-350	75%	\$47.79	\$35.84	\$238,950.00	\$51.88	\$38.91	\$194,550.00
351-375	75%	\$48.71	\$36.53	\$243,550.00	\$52.85	\$39.64	\$198,187.50
376-400	75%	\$49.63	\$37.22	\$248,150.00	\$53.82	\$40.37	\$201,825.00
401-425	75%	\$50.55	\$37.91	\$252,750.00	\$54.79	\$41.09	\$205,462.50
426-450	75%	\$51.47	\$38.60	\$257,350.00	\$55.76	\$41.82	\$209,100.00
451-475	75%	\$52.39	\$39.29	\$261,950.00	\$56.73	\$42.55	\$212,737.50
476-500	75%	\$53.31	\$39.98	\$266,550.00	\$57.70	\$43.28	\$216,375.00
501-525	100%	\$54.23	\$54.23	\$271,150.00	\$58.67	\$58.67	\$293,350.00
526-550	100%	\$55.15	\$55.15	\$275,750.00	\$59.64	\$59.64	\$298,200.00
551-575	100%	\$56.07	\$56.07	\$280,350.00	\$60.61	\$60.61	\$303,050.00
576-600	100%	\$56.99	\$56.99	\$284,950.00	\$61.58	\$61.58	\$307,900.00
601-625	100%	\$57.91	\$57.91	\$289,550.00	\$62.55	\$62.55	\$312,750.00
626-650	100%	\$58.83	\$58.83	\$294,150.00	\$63.52	\$63.52	\$317,600.00
651-675	100%	\$59.75	\$59.75	\$298,750.00	\$64.49	\$64.49	\$322,450.00
676-700	100%	\$60.67	\$60.67	\$303,350.00	\$65.46	\$65.46	\$327,300.00
701-725	100%	\$61.59	\$61.59	\$307,950.00	\$66.43	\$66.43	\$332,150.00
726-750	100%	\$62.51	\$62.51	\$312,550.00	\$67.40	\$67.40	\$337,000.00
751-775	100%	\$63.43	\$63.43	\$317,150.00	\$68.37	\$68.37	\$341,850.00
776-800	100%	\$64.35	\$64.35	\$321,750.00	\$69.34	\$69.34	\$346,700.00
801-825	100%	\$65.27	\$65.27	\$326,350.00	\$70.31	\$70.31	\$351,550.00
826-850	100%	\$66.19	\$66.19	\$330,950.00	\$71.28	\$71.28	\$356,400.00
851-875	75%	\$67.11	\$50.33	\$335,550.00	\$72.25	\$54.19	\$270,937.50
876-900	75%	\$68.03	\$51.02	\$340,150.00	\$73.22	\$54.92	\$274,575.00
901-925	75%	\$68.95	\$51.71	\$344,750.00	\$74.19	\$55.64	\$278,212.50
926-950	75%	\$69.87	\$52.40	\$349,350.00	\$75.16	\$56.37	\$281,850.00
951-975	75%	\$70.79	\$53.09	\$353,950.00	\$76.13	\$57.10	\$285,487.50
976-1000	75%	\$71.71	\$53.78	\$358,550.00	\$77.10	\$57.83	\$289,125.00
19mm Type I Avg Weighted Bid			\$296,450.00				\$280,628.13

25 mm	Superpave	ER SNELL			CW Matthews		
ACPI	Award Scoring Weight	Bid Price	Weighted Price	Extended Price	Bid Price	Weighted Price	Extended Price
(\$/ton)							
Est. Tons	7500	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton
301-325	75%	\$45.17	\$33.88	\$254,081.25	\$49.57	\$37.18	\$278,831.25
326-350	75%	\$45.96	\$34.47	\$258,525.00	\$50.44	\$37.83	\$283,725.00
351-375	75%	\$46.75	\$35.06	\$262,968.75	\$51.31	\$38.48	\$288,618.75
376-400	75%	\$47.54	\$35.66	\$267,412.50	\$52.18	\$39.14	\$293,512.50
401-425	75%	\$48.33	\$36.25	\$271,856.25	\$53.05	\$39.79	\$298,406.25
426-450	75%	\$49.12	\$36.84	\$276,300.00	\$53.92	\$40.44	\$303,300.00
451-475	75%	\$49.91	\$37.43	\$280,743.75	\$54.79	\$41.09	\$308,193.75
476-500	75%	\$50.70	\$38.03	\$285,187.50	\$55.66	\$41.75	\$313,087.50
501-525	100%	\$51.49	\$51.49	\$386,175.00	\$56.53	\$56.53	\$423,975.00
526-550	100%	\$52.28	\$52.28	\$392,100.00	\$57.40	\$57.40	\$430,500.00
551-575	100%	\$53.07	\$53.07	\$398,025.00	\$58.27	\$58.27	\$437,025.00
576-600	100%	\$53.86	\$53.86	\$403,950.00	\$59.14	\$59.14	\$443,550.00
601-625	100%	\$54.65	\$54.65	\$409,875.00	\$60.01	\$60.01	\$450,075.00
626-650	100%	\$55.44	\$55.44	\$415,800.00	\$60.88	\$60.88	\$456,600.00
651-675	100%	\$56.23	\$56.23	\$421,725.00	\$61.75	\$61.75	\$463,125.00
676-700	100%	\$57.02	\$57.02	\$427,650.00	\$62.62	\$62.62	\$469,650.00
701-725	100%	\$57.81	\$57.81	\$433,575.00	\$63.49	\$63.49	\$476,175.00
726-750	100%	\$58.60	\$58.60	\$439,500.00	\$64.36	\$64.36	\$482,700.00
751-775	100%	\$59.39	\$59.39	\$445,425.00	\$65.23	\$65.23	\$489,225.00
776-800	100%	\$60.18	\$60.18	\$451,350.00	\$66.10	\$66.10	\$495,750.00
801-825	100%	\$60.97	\$60.97	\$457,275.00	\$66.97	\$66.97	\$502,275.00
826-850	100%	\$61.76	\$61.76	\$463,200.00	\$67.84	\$67.84	\$508,800.00
851-875	75%	\$62.55	\$46.91	\$351,843.75	\$68.71	\$51.53	\$386,493.75
876-900	75%	\$63.34	\$47.51	\$356,287.50	\$69.58	\$52.18	\$391,387.50
901-925	75%	\$64.13	\$48.10	\$360,731.25	\$70.45	\$52.84	\$396,281.25
926-950	75%	\$64.92	\$48.69	\$365,175.00	\$71.32	\$53.49	\$401,175.00
951-975	75%	\$65.71	\$49.28	\$369,618.75	\$72.19	\$54.14	\$406,068.75
976-1000	75%	\$66.50	\$49.88	\$374,062.50	\$73.06	\$54.79	\$410,962.50
25mm Type II Avg Weighted Bid			\$367,157.81				\$403,195.31

#2132-B ANNUAL ASPHALT CONTRACT
TALLY SHEET

12.5MM OPEN	Interlayer Mix with Lime	ER SNELL			CW Matthews		
ACPI (\$/ton)	Award Scoring Weight	Bid Price	Weighted Price	Extended Price	Bid Price	Weighted Price	Extended Price
Est. Tons	500	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton	Per Ton
301-325	75%	\$58.77	\$44.08	\$22,038.75	\$59.33	\$44.50	\$22,248.75
326-350	75%	\$59.93	\$44.95	\$22,473.75	\$60.45	\$45.34	\$22,668.75
351-375	75%	\$61.09	\$45.82	\$22,908.75	\$61.57	\$46.18	\$23,088.75
376-400	75%	\$62.25	\$46.69	\$23,343.75	\$62.69	\$47.02	\$23,508.75
401-425	75%	\$63.41	\$47.56	\$23,778.75	\$63.81	\$47.86	\$23,928.75
426-450	75%	\$64.57	\$48.43	\$24,213.75	\$64.93	\$48.70	\$24,348.75
451-475	75%	\$65.73	\$49.30	\$24,648.75	\$66.05	\$49.54	\$24,768.75
476-500	75%	\$66.89	\$50.17	\$25,083.75	\$67.17	\$50.38	\$25,188.75
501-525	100%	\$68.05	\$68.05	\$34,025.00	\$68.29	\$68.29	\$34,145.00
526-550	100%	\$69.21	\$69.21	\$34,605.00	\$69.41	\$69.41	\$34,705.00
551-575	100%	\$70.37	\$70.37	\$35,185.00	\$70.53	\$70.53	\$35,265.00
576-600	100%	\$71.53	\$71.53	\$35,765.00	\$71.65	\$71.65	\$35,825.00
601-625	100%	\$72.69	\$72.69	\$36,345.00	\$72.77	\$72.77	\$36,385.00
626-650	100%	\$73.85	\$73.85	\$36,925.00	\$73.89	\$73.89	\$36,945.00
651-675	100%	\$75.01	\$75.01	\$37,505.00	\$75.01	\$75.01	\$37,505.00
676-700	100%	\$76.17	\$76.17	\$38,085.00	\$76.13	\$76.13	\$38,065.00
701-725	100%	\$77.33	\$77.33	\$38,665.00	\$77.25	\$77.25	\$38,625.00
726-750	100%	\$78.49	\$78.49	\$39,245.00	\$78.37	\$78.37	\$39,185.00
751-775	100%	\$79.65	\$79.65	\$39,825.00	\$79.49	\$79.49	\$39,745.00
776-800	100%	\$80.81	\$80.81	\$40,405.00	\$80.61	\$80.61	\$40,305.00
801-825	100%	\$81.97	\$81.97	\$40,985.00	\$81.73	\$81.73	\$40,865.00
826-850	100%	\$83.13	\$83.13	\$41,565.00	\$82.85	\$82.85	\$41,425.00
851-875	75%	\$84.29	\$63.22	\$31,608.75	\$83.97	\$62.98	\$31,488.75
876-900	75%	\$85.45	\$64.09	\$32,043.75	\$85.09	\$63.82	\$31,908.75
901-925	75%	\$86.61	\$64.96	\$32,478.75	\$86.21	\$64.66	\$32,328.75
926-950	75%	\$87.77	\$65.83	\$32,913.75	\$87.33	\$65.50	\$32,748.75
951-975	75%	\$88.93	\$66.70	\$33,348.75	\$88.45	\$66.34	\$33,168.75
976-1000	75%	\$90.09	\$67.57	\$33,783.75	\$89.57	\$67.18	\$33,588.75
12.5mm Avg Weighted Bid			\$32,635.63				\$32,641.88

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: 1838-B
Mailing Address: 1785 Oak Road	Contract Description or Title: Asphalt
City, St, Zip Code: Snellville, GA 30078	Contract Term (Dates) From: 7/1/2020-6/30/2022
Phone Number: 770-985-0600	Task Order Number:
Cell Number: N/A	Other Reference: For award of 2132-B
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.

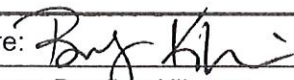
SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

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
9. Adherence to contract budget and schedule					X
10. Other (specify):					
11. Overall evaluation of contractor performance			X		

EVALUATED BY

Signature: 	Date of Evaluation: 7/18/22
Print Name: Bradley Klinger	Department/Division: Road
Title: Assistant Director	Telephone No: 6039

COUNTY AGENDA REQUEST

Page 59 of 74

Department: Parks & Recreation

Presenter(s): Anita Godbee, Director

Meeting Date: Thursday, July 28, 2022

Type of Request: New Business #7

Wording for the Agenda:

Request to approve Resolution 2022-07, to acquire from MBT Investments, LLC, a 57 +/- acre parcel of land located in Land Lot 140 of the 5th District, east of 355 McDonough Road, also known as a portion of tax parcel 05-33-007, for \$500,000.

Background/History/Details:

This property has been appraised and vetted by staff as additional property to provide future use to the county.

What action are you seeking from the Board of Commissioners?

Approval of Resolution 2022-07, to acquire from MBT Investments, LLC, a 57 +/- acre parcel of land located in Land Lot 140 of the 5th District, east of 355 McDonough Road, also known as a portion of tax parcel 05-33-007, for \$500,000.

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:

STATE OF GEORGIA

FAYETTE COUNTY

RESOLUTION

NO. 2022-_____

A RESOLUTION OF THE BOARD OF COMMISSIONERS FOR FAYETTE COUNTY TO ACQUIRE CERTAIN REAL PROPERTY; TO ADVANCE THE WELFARE OF THE CITIZENS OF FAYETTE COUNTY; AND FOR OTHER PURPOSES.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS FOR FAYETTE COUNTY THAT A 57 +/- ACRE PARCEL OF LAND LOCATED IN LAND LOT 140 OF THE 5th LAND DISTRICT OF FAYETTE COUNTY EAST OF 355 MCDONOUGH ROAD, ALSO KNOWN AS A PORTION OF TAX PARCEL 05-33-007, BE ACQUIRED FROM MBT INVESTMENTS, LLC.:

WHEREAS, Fayette County is a political subdivision of the State of Georgia; and

WHEREAS, the powers of the government of Fayette County include the power to acquire any real property; and

WHEREAS, the powers of the government of Fayette County are to be exercised by the governing authority; and

WHEREAS, the Board of Commissioners is the governing authority vested with all the powers for governing Fayette County; and

WHEREAS, MBT Investments, LLC. is the owner of certain real property located east of 355 McDonough Road in Fayette County, Georgia, in Land Lot 140 of the 5th Land District of Fayette County, also known as a portion of tax parcel 05-33-007, hereinafter referred to as the "Parcel" and as described in Exhibit "A" attached hereto and hereby incorporated herein; and

WHEREAS, the Board of Commissioners for Fayette County has agreed to expend a sum of five-hundred thousand dollars (\$500,000.00) to acquire the Parcel; and

WHEREAS, it has been determined that the acquisition of the Parcel is in the best interest of Fayette County.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners for Fayette County and the same does hereby declare that five-hundred thousand dollars (\$500,000.00) be disbursed from the funds of Fayette County to the MBT Investments, LLC. as consideration for the conveyance of the Parcel described in Exhibit A attached hereto; and

BE IT FURTHER RESOLVED that the Chairman for the Board of Commissioners of Fayette County be authorized to execute any and all documents and expend additional, related funds (not to exceed \$5,000) as necessary to complete the County's acquisition of the Parcel from the MBT Investments, LLC.

(SIGNATURES FOLLOW ON NEXT PAGE)

SO RESOLVED this _____ day of _____, 2022.

**BOARD OF COMMISSIONERS
FAYETTE COUNTY**

(SEAL)

By: _____
Lee Hearn, Chairman

ATTEST:

Tameca P. Smith, County Clerk

Approved as to form:

County Attorney

EXHIBIT “A”
LEGAL DESCRIPTION

**STATE OF GEORGIA,
COUNTY OF FAYETTE**

AGREEMENT TO SELL AND PURCHASE REAL PROPERTY

THIS AGREEMENT TO SELL AND PURCHASE REAL PROPERTY, (hereinafter referred to as this "Agreement"), is made and entered into this day **29 of JUNE, 2022**, (hereinafter referred to as "the "Effective date"), by and between MBT Investments, LLC whose address is 130 Garden Walk, Stockbridge, GA. 30281, Party of the First Part, hereinafter referred to as "Seller", and FAYETTE COUNTY, GEORGIA a political subdivision of the State of Georgia whose address is 140 Stonewall Avenue West, Fayetteville Georgia 30214, Party of the Second Part, hereinafter referred to as "Purchaser,"

WHEREAS, Seller owns certain real property being and lying in Fayette County, Georgia, and more particularly described in Exhibit "A" attached hereto (hereinafter referred to as "Property"); and

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Property;

NOW, THEREFORE, for and in consideration of the payment by Purchaser to Seller of the sum of (5% of the Purchase Price), hereinafter referred to as "Earnest Money," the mutual covenants and agreements set forth herein, all of which both parties respectively agree constitutes sufficient consideration; the parties agree as follows:

Section 1: USAGE AND DEFINITIONS

- 1.1 As used in this Agreement, the following words and terms set forth in this section refer to, or mean, or include in their meaning, the following:
 - 1.1.1 The words "County" and "Fayette County" shall mean the "Fayette County, Georgia."
 - 1.1.2 The words "party" or "parties" are sometimes used herein to refer to either Seller or Purchaser or collectively to Seller and Purchaser.
 - 1.1.3 The words "execute", or "execution" are used interchangeable herein to mean the signing, sealing and delivery of the called for Deed, instruments, documents and/or legal pleadings.
 - 1.1.4 The term "Seller" as used herein shall mean MBT Investments, LLC. and shall include their agents.
 - 1.1.5 The word "Closing" shall mean the consummation of the sale and purchase of the Property, hereinafter referred to as the "transaction" contemplated by this Agreement by the execution, deliveries and acceptances required by this Agreement.

- 1.2 All words used in this Agreement include in their meaning the masculine, feminine and neuter gender; singular and plural number; and present, past and future tense; and all appropriate grammatical adjustments shall be assumed as though in each case fully expressed.

Section 2: SALE OF PROPERTY

Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, upon the provisions hereof, that certain real property described in Exhibit "A" attached hereto and hereinafter referred to as the "Property". The Property is to be conveyed "as is, where is," and with all faults and without warranties.

Section 3: PURCHASE PRICE

The Purchase Price of the Property is Five-Hundred Thousand Dollars (\$500,000.00).

Section 4: EARNEST MONEY

Within five (5) days after the Execution of this Agreement, Purchaser shall deposit with the Closing Attorney, a sum equal to five percent (5%) of the Purchase Price, the sum of twenty-five thousand dollars (\$25,000.00), which sum Purchaser agrees shall not earn him any interest. At closing, all Earnest Money shall be applied against the Purchase Price.

Section 5: ENTRY AND INSPECTION OF THE PROPERTY

Purchaser shall have an "Inspection Period" of **forty-five (45)** days from the date of execution of this Agreement and Seller hereby permits Purchaser and his authorized representatives to enter onto the Property for the purposes of making such inspections. If any aspect of the property is deemed unacceptable, Purchaser shall be authorized to unilaterally terminate this Agreement as Purchaser may solely deem appropriate by delivering written notice to Seller within the Inspection Period. Upon such termination, all earnest money paid by Purchaser under this agreement shall be returned thereto. Purchaser may select qualified professionals to make "Inspections" (including tests, borings, surveys, studies, inspections, investigations and interviews of persons familiar with the Property) concerning the Property, including but not limited to tests of structures, wells, septic tanks, underground storage tanks, soils, geologic hazards, utility lines and systems and environmental hazards (including Phase I and Phase II environmental assessments); provided that Purchaser shall not conduct any soil borings or other physically invasive tests of the Property without Seller's prior written consent (which shall not be unreasonably withheld or delayed), and provided further that all Inspections shall be performed in a manner that shall not unreasonably interfere with the ongoing use of the Property by the Seller or the tenants. Purchaser shall keep the Property free of any liens, and repair any material physical damages caused by Purchaser, its agents, employees, contractors or subcontractors and restore the Property to its condition prior to Inspections. Purchaser shall indemnify, defend and hold Seller harmless against all losses, damages, claims, demands and liabilities which may be suffered by or asserted against Seller by reason of Purchaser's Inspections, which indemnity obligation shall survive termination of this Agreement or Closing.

Section 6: SELLER REPRESENTATIONS

6.1 To induce Purchaser to accept this offer, Seller makes the following representations (and these are the only representations made by Seller), upon which Purchaser is entitled to rely and each of which shall be deemed to be material to this Agreement:

6.1.1 THE PROPERTY IS BEING SOLD "AS IS", "WHERE IS" AND "WITH ALL FAULTS" AS OF CLOSING, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY. PURCHASER ACKNOWLEDGES THAT PURCHASER IS PURCHASING THE PROPERTY BASED SOLELY UPON PURCHASER'S OWN INDEPENDENT INSPECTIONS, INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY SELLER OR SELLER'S AGENTS.

6.1.2 Seller makes no other representations or warranties, expressed or implied, with respect to the subject matter of this Agreement except as contained herein. Seller has not surveyed or inspected the Property to determine the existence of any hazardous materials, substances or constituents. The purchase/sale is made "as is, where is, and with all faults."

Section 7: RISK OF LOSS AND DAMAGE

7.1 Pending acceptance of this offer by Purchaser and thereafter through and including the Closing Date, the risk of loss of the Property will remain with the Seller.

7.2 In the event the Property, or a material portion thereof, is destroyed or damaged by fire or other casualty after acceptance of this offer but prior to Closing, then Purchaser, at his option, may cancel this agreement, whereupon Seller shall return the Earnest Money to Purchaser and thereafter the parties shall have no further duty, obligation, financial or otherwise, or liability hereunder to each other; or close the transaction with the Purchase Price reduced by an amount equivalent to the difference between the fair market value of the Property immediately prior to such damage or destruction less the fair market value of the Property immediately after such damage or destruction, as mutually determined.

Section 8: TAXES AND ASSESSMENTS

8.1 Seller shall pay all valid delinquent real property taxes, water rates, sewer charges, assessments, special and otherwise, and other charges which are a valid lien against the Property as of the Closing Date. Current real estate taxes and current installments of special assessments, if any, shall be prorated on a due date basis to the date of Closing, in accordance with the local custom for the county in which the Property is located. Any federal, state and local documentary or revenue stamps, transfer, sales and other taxes relating to the sale of the Property shall be paid by Purchaser and/or Seller at

Closing based on local custom for the county in which the Property is located and both parties agree to execute any tax forms required.

- 8.2 All net property tax refunds and credits attributable to any period prior to the Closing, if any, shall be the property of Seller. All net property tax refunds and credits attributable to any period subsequent to the Closing, if any, shall be the property of Purchaser.

Section 9: TITLE EXAMINATION

Purchaser shall have **twenty (20) days** commencing with execution of this Agreement to examine the title to the Property and secure, at Purchaser's expense, a written owner's title insurance commitment, from a duly authorized title insurance company (issued through its Georgia Office) to insure, at its standard rates or less, Purchaser and the title to the Property to be conveyed by Seller to Purchaser pursuant to this Agreement (hereinafter referred to as "Commitment"). If the Commitment sets up (or sets forth) any title objection(s), Seller shall have five (5) days from receipt of the notice of title objection(s) to analyze said title objection(s) and determine, in its sole discretion, whether or not to cure the same and to notify Purchaser of Seller's decision thereon. Seller and Purchaser understand and agree that the Property is sold "as is, where is, and with all faults" and Seller makes no warranty of any type or kind whatsoever.

Section 10: CLOSING

10.1 Closing Attorney

Purchaser and Seller hereby agree that the "Closing Attorney" shall be:
Michelle Rothmeier,
Lawson & Beck, LLC

Peachtree City office:
1125 Commerce Drive, Suite 300
Peachtree City, Georgia 30269
Phone: 770-486-8949

Newnan office:
1201 Lower Fayetteville Road, Suite C
Newnan, Georgia 30265
Phone: 678-487-6002

Purchaser and Seller further agree that the Closing Attorney will act as the escrow agent in this transaction.

- 10.2 The Closing Date of this transaction shall be no more than **forty-five (45)** days from the date of the execution of this agreement. The time and place of Closing shall be designated by Purchaser and notice thereof shall be given to Seller not less than seven (7) days prior to the designated Closing Date. Purchaser may designate the attorney who will conduct the Closing (hereinafter referred to as the "Closing Attorney"), and the Closing Attorney shall represent Purchaser at the Closing.

- 10.3 At Closing, Seller and Purchaser shall respectively pay the following costs and expenses, hereinafter referred to as "expenses":
- 10.3.1 Seller shall pay the following expenses:
- (a) Fees of the Seller's attorney; and
 - (b) Any real property ad valorem taxes that may be assessed and levied against the Property by the taxing authorities of any city or county prior to the date of closing; and
- 10.3.2 Purchaser shall pay the following expenses, and those specified elsewhere in Section 10:
- (a) Fees and expenses of Purchaser's attorney(s) and closing attorney; and
 - (b) Fee for examination and certification of the title to the Property; and
 - (c) Fee and premium to a title insurance company for the commitment and any issued owners title insurance policy; and
 - (d) Expenses for filing and recording the Deed with the Fayette County Clerk of Superior Court, as required by Seller, or any other appropriate local authorities, and any other documents or instruments which Purchaser deems necessary or desirable to place of record; and
 - (e) The expenses of any inspection, survey or appraisal obtained by Purchaser; and
 - (f) Any real property ad valorem taxes that may be assessed and levied against the Property by the taxing authorities of any city or county after the date of closing; and
 - (g) Any other expenses actually incurred by Purchaser.
- 10.4 At the Closing, Seller and Purchaser shall each deliver to the other the following:
- 10.4.1 Purchaser shall tender to Seller the Purchase Price in the manner set forth in subsection numbered 10.5 hereof.
- 10.4.2 Seller shall deliver to Purchaser the following:
- (a) A Limited Warranty Deed, conveying to Purchaser, fee simple, all of Seller's right, title and interest in and to the Property, the legal description contained therein shall be that obtained from the boundary survey to be conducted during the inspection period of this Agreement; and
 - (b) If requested, a copy of official records of Seller authorizing execution of the Deed and other instruments, documents and legal pleadings necessary to implement and finalize this transaction.
- 10.5 At the Closing, Purchaser shall tender to Seller an amount equal to the Purchase Price, less the amount of Earnest Money, four-hundred seventy-five thousand dollars (\$475,000). Payment may be delivered through some cash equivalent payment by cash, wire, or other means acceptable to Seller.

Section 11: DELIVERY OF POSSESSION

At the Closing, Seller will deliver to Purchaser all the possession it has in and to the Property in the same condition as the Property existed on the date hereof, acts of God, normal wear and tear, and the commission of any criminal acts on or to the Property, excepted.

Section 12: DEFAULT

- 12.1 If, the sale/purchase of the Property contemplated by this Agreement is not consummated on account of the Seller's default, then Purchaser may elect to cancel this Agreement, whereupon Seller shall return the Earnest Money to Purchaser and Purchaser and Seller shall then have no further duty, obligation, financial or otherwise, or liability hereunder to each other.
- 12.2 If the sale/purchase of the Property contemplated by this Agreement is not consummated on account of the Purchaser's default hereunder, the Earnest Money paid by Purchaser to Seller shall be kept by Seller and considered by Seller and Purchaser to be full and complete liquidated damages. Further, Seller shall have no further duty, obligation, financial or otherwise, or liability hereunder to Purchaser.

Section 13: NOTICES

Purchaser may give oral notice, followed by notification in writing, to Seller of the place and Closing Date of this transaction. All other notices (which includes acceptances and consents) given under and pursuant to this Agreement shall be in writing and given by depositing the same in the United States Certified Mail with a request for the return of a receipt showing the name of the recipient and the date of delivery. Notices shall be addressed to the party to be notified at the address first set forth hereinabove. Either party may, from time to time, by five (5) days' prior notice to the other party, specify a different address to which notices shall be sent. Rejection or refusal to accept a notice or inability to deliver a notice because of a changed address of which no notice was given shall be deemed a delivery of the notice on the date when postmarked.

Notice shall also be provided to:

If to Purchaser:

McNally, Fox, Grant & Davenport
Attention: Dennis A. Davenport
100 Habersham Drive
Fayetteville, Georgia 30214

If to Seller:

MBT Investments, LLC
130 Garden Walk
Stockbridge, Georgia 30281

Section 14: ASSIGNMENT

This agreement is personal to Purchaser and may not be transferred or assigned by Purchaser without the prior written consent of Seller.

Section 15: REAL ESTATE BROKERS AND ATTORNEYS

Purchaser represents that no agents or brokers have been retained in this transaction. Should Seller or Purchaser retain a broker or agent to represent them, the financial obligations accrued thereby shall be discharge by the Party retaining said services. Further, the party retaining said services covenants and agrees to indemnify and hold harmless from all claims and liabilities from any such brokers or agents, the non-retaining party.

Section 16: GENERAL PROVISIONS OF THIS AGREEMENT

- 16.1 All rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those given by law.
- 16.2 All time limits stated herein are of the essence of this offer and Agreement.
- 16.3 If any one or more of the provisions contained herein is for any reason held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 16.4 All provisions of this Agreement shall survive the Closing and **shall not** be merged into either the Deed or any other instruments, documents or pleadings executed by the parties either prior to or at the Closing.
- 16.5 The brief headings or titles preceding each section hereof are for purposes of identification and convenience only and should be disregarded in construing this Agreement.
- 16.6 This Agreement shall be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia in the courts of Fayette County, Georgia.

Section 17: ENTIRE AGREEMENT

This Agreement, supersedes all prior negotiations, discussions, statements and agreements between Seller and Purchaser and constitutes the full, complete and entire agreement between Seller and Purchaser with respect hereto; no member, officer, employee, agent or representative of Seller or Purchaser has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the provisions of this Agreement. No modification of or amendment to this Agreement shall be binding on either Seller or Purchaser unless such modification or amendment is signed by both Seller and Purchaser.

Section 18: GOVERNING LAW AND ATTORNEY'S FEES

This Agreement shall be governed and enforced by and construed in accordance with the laws of the state in which the Property is located. In the event either party hereto finds it necessary to employ legal counsel or to bring an action at law or other proceedings against the other party to enforce any of the terms, covenants or conditions hereof, the prevailing party in such action or proceeding shall be paid all reasonable attorneys' fees, as determined by the court and not the jury, and in the event any judgment is secured by such prevailing party, all such attorneys' fees shall be included in any such judgment in such action or proceedings.

Section 19: COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

Special Stipulations

1. Purchaser agrees to enter into a contract with Reference Point Land Surveying – See Exhibit “B”, within 5 days from the acceptance date to provide a survey and legal description of the subject property.

IN WITNESS WHEREOF, the Parties have executed this Agreement this 29th day of June 2022.

SELLER:
MBT Investments, LLC.

Angela Laney
By: Angela Laney
Title: Member

Witness: BreAnn Pickett
By: BreAnn Pickett

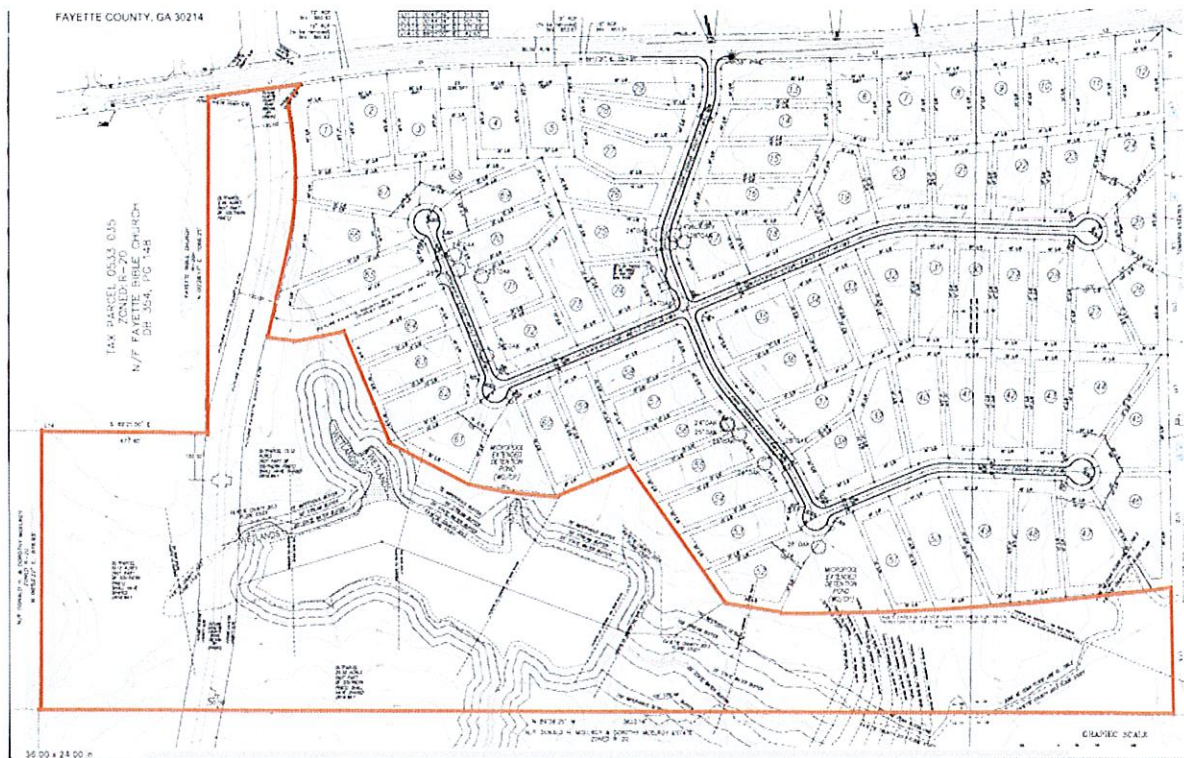
PURCHASER,
Fayette County, Georgia

Lee Hearn
By: Lee Hearn, Chairman

Attest: Tameca P. Smith
By: Tameca P. Smith, Clerk



EXHIBIT "A"
 57 +/- Acres - Legal Description
 Tax Parcel ID: A portion of 05-33-007
 Exact acreage determined by New Survey



SELLER:
 MBT Investments, LLC.

Angela Laney

By: Angela Laney
 Title: Member

PURCHASER,
 Fayette County, Georgia

Lee Hearn

By: Lee Hearn, Chairman

EXHIBIT "B" **Survey Contract**



June 28, 2022

MBT Investments, LLC
Mr. David Black
130 Garden Walk
Stockbridge, GA

RE: Survey of Remaining Property at Riverbend Overlook

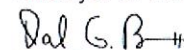
Mr. Black,

Our quote to provide a Boundary Survey Plat of the remaining property at the Riverbend Overlook Subdivision on McDonough Road in Fayette County is \$2,800. This quote does not include any governmental /department approvals or recording. We are not planning on submitting the plat for either.


The survey will be based on the overall boundary survey that we performed of the original tract of land in 2019, the second phase plat we recently completed and the third phase portion of the approved Preliminary Plat that was designed and submitted by Moore Civil (Mr. Robert E. Moore, P.E.). The survey will be tied to the GA State Plane Grid Coordinate System, West Zone, NAD 83 datum. We will provide a metes and bounds legal description of the remaining property that will be directly taken from the plat. We can provide the survey plat in AutoCAD and pdf formats, as well as full size hard copies.


We propose to have the plat and legal description completed in approximately three weeks from written notice-to-proceed. This schedule may be affected by unforeseen circumstances that are out of our control. We will notify you and/or Fayette County should any issues arise.

Thank you for the opportunity to provide you with this schedule.


David G. Bennett, P.L.S.
President

500 N LEE ST / P.O. BOX 824 FORSYTH, GA 31029
478-365-9809
referencepointssurveying.com


Initials (Purchaser)


Initials (Seller)

McDonough Road Parcel

