

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

November 10, 2022

2:00 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 Commissioner Eric Maxwell

Acceptance of Agenda

PROCLAMATION/RECOGNITION:

PUBLIC HEARING:

PUBLIC COMMENT:

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

CONSENT AGENDA:

1. Approval to adopt the 2023 County Commissioner Meeting schedule. (pages 3-4)
2. Approval of the October 27, 2022 Special Called Special Purpose Local Option Sales Tax (SPLOST) Meeting Minutes. (pages 5-7)
3. Approval of the October 27, 2022 Board of Commissioners Meeting Minutes. (pages 8-16)

OLD BUSINESS:

NEW BUSINESS:

4. Request to approve a contract agreement between Fayette County and Georgia Department of Transportation (GDOT) (PI No. 0013726) to supply all construction engineering and contract supervision for water distribution line adjustments and improvements at the intersection of State Route 74 and State Route 54 in Fayette County for a not to exceed amount of \$1,019,269.51. (pages 17-26)
5. Request to approve the Acknowledgment of Disclosure and Confirmation of Informed Consent document prepared by McNally, Fox, Grant & Davenport P.C. regarding the agreement between Fayette County and the Town of Tyrone for crack sealing services. (pages 27-29)
6. Request to approve the Crack Seal Project Agreement between the Town of Tyrone and Fayette County. (pages 30-35)

7. Request to award Bid #2177-B Micro Surfacing to Asphalt Paving Systems, Inc. in the amount of \$560,155.00. (pages 36-39)

ADMINISTRATOR'S REPORTS:

ATTORNEY'S REPORTS:

COMMISSIONERS' REPORTS:

EXECUTIVE SESSION:

ADJOURNMENT:

COUNTY AGENDA REQUEST

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Department: Board of Commissioners

Presenter(s): Tameca P. Smith, County Clerk

Meeting Date: Thursday, November 10, 2022

Type of Request: Consent #1

Wording for the Agenda:

Approval to adopt the 2023 County Commissioner Meeting schedule.

Background/History/Details:

Each year, the Board of Commissioners formally adopts its meeting schedule. The meeting schedule is then posted to the county's website, distributed to local media and to staff.

Typically, the months of November and December have only one meeting per month, as the second Thursday of each month falls on a nationally recognized holiday. These meetings have routinely been scheduled for 2:00 p.m. since 2017.

Proposed meeting day for April is Tuesday, April 25, 2022 due to the scheduled ACCG (Association of County Commissioners of Georgia) Conference in Savannah, Georgia on April 27, 2022.

What action are you seeking from the Board of Commissioners?

Approval to adopt the 2023 County Commissioner Meeting schedule.

If this item requires funding, please describe:

Not Applicable.

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

If so, when?

Is Audio-Visual Equipment Required for this Request? No

Backup Provided with Request? Yes

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

Approved by Finance Not Applicable

Reviewed by Legal

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

2023 *County Commission* MEETING SCHEDULE

REGULAR MEETINGS ARE HELD ON THE 2ND AND 4TH THURSDAY OF EACH MONTH AT 5:00 P.M.

AND ARE HELD AT 140 STONEWALL AVENUE WEST, PUBLIC MEETING ROOM, FAYETTEVILLE, GA 30214

Agendas for these "Regular" meetings can include any subject but in particular, matters of interest to the general public such as public hearings on rezoning petitions, budget discussions, and requests from county departments that require action by the Board, etc. Thursday meetings include a time for "Public Comment" when attendees can speak for up-to five (5) minutes to the Board on any subject not on the meeting's agenda. Meetings are open to the public and are sometimes attended by members of the press. Canceled meetings, special called meetings and special topic workshops are announced in accordance with requirements of State law. ***PLEASE NOTE THAT DURING THE MONTHS OF NOVEMBER AND DECEMBER, MEETING DATES ARE ALTERED TO ACCOMMODATE THE HOLIDAY SCHEDULES.**

DATE	TIME	NOTES		DATE	TIME	NOTES
January 12	5:00 p.m.	<i>Organizational Meeting</i>		July 13	5:00 p.m.	
January 26	5:00 p.m.			July 27	5:00 p.m.	
February 9	5:00 p.m.			August 10	5:00 p.m.	
February 23	5:00 p.m.			August 24	5:00 p.m.	
March 9	5:00 p.m.			September 14	5:00 p.m.	
March 23	5:00 p.m.			September 28	5:00 p.m.	
April 13	5:00 p.m.			October 12	5:00 p.m.	
*April 25 Tuesday	5:00 p.m.	<i>ACCG Annual Conference in Savannah; April 27-30</i>		October 26	5:00 p.m.	
May 11	5:00 p.m.			November 9	2:00 p.m.	
May 25	5:00 p.m.			*November 23	No Meeting	Thanksgiving Day
June 8	5:00 p.m.			December 14	2:00 p.m.	
June 22	5:00 p.m.			*December 28	No Meeting	Christmas Holiday

BOARD OF COUNTY COMMISSIONERS

Lee Hearn, Chairman
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Consent #2

**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
SPECIAL CALLED
Special Local Option Sales Tax Meeting
 October 27, 2022
 4:00 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

Chairman Lee Hearn called the October 27, 2022 Special Local Option Sales Tax Meeting to order at 4:00 p.m. A quorum of the Board was present. Commissioner Maxwell and Commissioner Rousseau were absent.

Invocation and Pledge of Allegiance by Commissioner Edward Gibbons

Vice Chairman Edward Gibbons offered the invocation and led the Pledge of Allegiance.

Acceptance of Agenda

Commissioner Charles Oddo moved to accept the agenda as written. Vice Chairman Gibbons seconded. The motion passed 3-0. Commissioner Maxwell and Commissioner Rousseau were absent.

NEW BUSINESS:

- 1. IN ACCORDANCE WITH O.C.G.A. 48-8-111(A), THE PURPOSE OF THIS MEETING IS TO DISCUSS POSSIBLE PROJECTS FOR INCLUSION IN A SPECIAL LOCAL OPTION SALES TAX REFERENDUM BEING CONSIDERED FOR MARCH 21, 2023.**

Fayette County Environmental Director Bryan Keller led the discussion regarding possible projects for inclusion in a Special Local Option Sales Tax Referendum being considered for March 21, 2023. Mr. Keller began by thanking everyone involved in preparing this project. He stated that as outlined by the Special Local Option Sales Tax (SPLOST) law, the County must call a mayors' meeting. A letter advising the mayors of the called meeting was sent out according to the requirement of ten days prior. The purpose of the mayor's meeting was to discuss the SPLOST projects. No vote would be taken. He stated that after this meeting there was a 30-day wait period, then a resolution to be adopted by the Board of Commissioners and sent to the Board of Elections for consideration of a SPLOST elections in March 2023. Mr. Keller added that during this same time, an intergovernmental agreement drafted by the County Attorney would be sent out to the municipalities to be signed and would include their SPLOST projects list. Mr. Keller noted that the target date for the special election was March 21, 2023. Mr. Keller presented a brief overview of the 2023 SPLOST list. His presentation outlined what a Special Local Option Sales Tax (SPLOST) was, as well as outlined the SPLOST distribution amounts for the municipalities and what type of projects Fayette County was proposing. He outlined the proposed distribution amounts, stating that Fayette County would receive approximately \$94M, Peachtree City; \$67M, Town of Tyrone; \$13M, Fayetteville; \$33M, and Town of Brooks; \$1M. He noted that the distribution amounts were based on percentage of population. Mr. Keller stated that the list of Fayette County projects had been vetted by

County staff who provided the estimates and quotes included in the 2023 SPLOST manual. He stated that the SPLOST manual had been posted on the County's website since the annual retreat in May. Mr. Keller broke down the 2023 SPLOST project distribution by project type stating that 28% were transportation improvements, 23% were stormwater improvements, 18% toward parks and recreation and human services, 16% going to public safety, and 15% toward the Justice Center Renovations-3rd Floor Buildout. Mr. Keller stated that if approved, and adopted by the Board, there would be a public education and outreach campaign beginning mid-November. He stated that the SPLOST education campaign would include events and meetings with the Chamber of Commerce, Homeowner Associations, rotary clubs, bus trips, and school events. Mr. Keller stated that information would also be disseminated via email and on the County's website. He encouraged everyone to visit the 2023 SPLOST website, where the project manual was available for review.

Town of Brooks

Town of Brooks Mayor Daniel Langford stated that the Town's proposed SPLOST list totaled \$1,650,000. Mayor Langford noted that this was obviously, considerably more than what would be distributed to the town via the SPLOST, however this list would provide them with wiggle room to decide which project could be completed. He stated that the two most substantial and important projects were the Woods Road culvert and the Brooks Road and Highway 85 Connection intersection improvement. Mayor Langford stated that other desired projects included on the list were cemetery expansion, sidewalk and stormwater infrastructure, library upgrades, Market Hall renovation, and road resurfacing. Mayor Langford stated, as a point of clarification, that the Market Hall Renovations total was \$110K and that was included in the grand total of \$1,650,000.

City of Fayetteville

Fayetteville City Manager Ray Gibson relayed Mayor Edward Johnson's regrets for his absence. Mr. Gibson stated that he wanted to provide some history on how the City of Fayetteville comprised their 2023 SPLOST list. He stated that the city had a Citizen Budget Committee, which helped with the budget process. He stated that this committee also helped with the SPLOST project list selection. Mr. Gibson stated that City staff comprised about \$29M worth of projects. The list was then sent to the Citizen Budget Committee and upon review and analysis, the final list ended up with a total of \$33M in projects. He added that after considering how good the collections were from the most recent SPLOST, the decision was made to add additional funding for a total of \$40.28M in projects. Mr. Gibson stated that these projects were divided into five categories, which included general government, public safety, transportation/public services, parks and recreation, and stormwater. He noted that the City and Fayette County had a shared project, which was the First Manassas Road extension. This project would require \$1.5M from both the City and Fayette County. Mr. Gibson stated that he was aware of the discussion being had regarding this project and hoped that the City and County could work together to make this project work. He stated that another big project was the renovation of the public safety court facility on Jimmie Mayfield Road. Mr. Gibson concluded that the total cost of these projects was not included. Funding could be used for these projects and other funding mechanisms were available for these projects as well.

City of Peachtree City

Peachtree City Mayor Kim Learnard stated that Peachtree City's largest allocation of \$32,650,600 which was 49%, would be for roads; primarily street resurfacing.

Commissioner Rousseau arrived at the Board meeting.

Mayor Learnard stated that they had one intersection improvement at the corner of Peachtree Parkway and Robinson Road. She continued that the second largest allocation was cart paths, at 19%. She stated that they anticipated being able to complete about three miles of path construction each year for the next six-years. The third allocation was public safety, at 17%, at about \$11M. She stated that \$10M would be for fire vehicles and \$1M for police. Mayor Learnard stated that parks and recreation had an allocation of about \$3.4M, which was about 5%. She stated that she was proud to say that they would be including an allocation of \$770K for a 12-court pickleball facility, complete with lights. She noted that a SPLOST committee had been convened and conducted extensive research. She believed this project list was a true reflect of what the City of Peachtree City citizens wanted to see. Mayor Learnard stated that the entire project list was posted on the city's website for review.

Town of Tyrone

Town of Tyrone Mayor Eric Dial highlighted the Sandy Creek /Flat Rock cluster multi-use path project. He noted that this was an intergovernmental project that would be very useful and needed for residents in the area.

Town of Tyrone Planner Phillip Trocquet stated that their project list was comprised with the assistance of a SPLOST advisory committee and included citizen input. He stated that the project distribution included five main categories: transportation, stormwater & sewer improvements, downtown improvements, leisure services, public safety/ administration & equipment. Mr. Trocquet stated that based on percentages, public safety was allocated about 4%, transportation was 34%, stormwater & sewer improvements were about 26%, downtown improvement was 20% and leisure services was allocated at 15%. He concluded that the SPLOST advisory committee helped curate a project list that was an essence of what citizens in Tyrone were looking for. He stated that the project list included a variety of multi-use path connections and downtown improvements. The Town recently completed a livable centers initiative, a Downtown Master Plan, as well as a Comprehensive Plan, with a focus on economic revitalization. Mr. Trocquet state that leisure services would include park improvements, specifically, to Shamrock Park which was the town's flagship park. He stated that the town recently expanded the sewer downtown and a lot of sewer and stormwater infrastructure was in need of upgrades. The project list also included public safety and equipment for public works.

Chairman Hearn stated that he liked the connection being made from the existing path systems to the schools. He stated that the people who will be impacted and enjoy those paths will be interested in the SPLOST.

County Administrator Steve Rapson stated that each municipality would have the full detailed project list and manuals for each jurisdiction. For those who are interested in looking over any project, regardless of where you live, they would be able to do so online.

Vice Chairman Gibbons asked what was the anticipated revenue, countywide, that would be allocated to the cities? Mr. Rapson stated \$210M. Vice Chairman Gibbons stated that the projects would have to be funded through property taxes, or not at all, if the SPLOST was not adopted. Mr. Rapson stated that was correct.

Chairman Hearn asked for public comment.

Chairman Hearn expressed his appreciation to staff for their hard work and to the municipalities for their continued partnership.

No vote was taken.

ADJOURNMENT:

Commissioner Oddo moved to adjourn the October 27, 2022 Special Local Option Sales Tax Meeting. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Maxwell was absent.

The October 27, 2022 Board of Commissioners meeting adjourned at 4:17 p.m.

Marlena 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 10th day of November 2022. Attachments are available upon request at the County Clerk's Office.

Marlena Edwards, Chief Deputy County Clerk

BOARD OF COUNTY COMMISSIONERS

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Consent #3

**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

October 27, 2022

5:00 p.m.

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Call to Order

Chairman Lee Hearn called the October 27, 2022 Board of Commissioners meeting to order at 5:00 p.m. A quorum of the Board was present. Commissioner Maxwell was absent.

Invocation and Pledge of Allegiance by Commissioner Charles Oddo

Commissioner Charles Oddo offered the invocation and led the Pledge of Allegiance.

Acceptance of Agenda

Commissioner Charles Oddo moved to accept the agenda as written. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Maxwell was absent.

PROCLAMATION/RECOGNITION:

1. **Proclamation encouraging citizens to participate in "Operation Green Light for Veterans" from November 7, 2022 to November 13, 2022 as a way to express our collective appreciation for the public service of all veterans.**

Chairman Hearn, on behalf of the Board, read the "Operation Green Light for Veterans" proclamation. The proclamation noted that this coming Veterans Day, the National Association of Counties (NACo) and the National Association of County Veteran Service Officers (NACVSO) invited county leaders to join in Operation Green Light for Veterans by lighting county buildings green until November 13, 2022. Operation Green Light draws attention to the challenges veterans face, particularly as they leave active service and return to civilian life.

2. **Recognition of Leah Williamson and J.R. Ramos for their efforts and support of the Water Guardians volunteer program.**

Water System Engineering Technician Lindsey Choisnet, on behalf of the Board, recognized Leah Williamson and J.R. Ramos for their efforts and support of the Water Guardians volunteer program. Ms. Choisnet stated that Water Guardians was a local environmental outreach program through the Fayette County Water System, offering citizens an opportunity to assist with keeping Fayette County drinking water reservoirs clean of trash and debris. After a two-year hiatus, due to COVID, our volunteers returned with a level of passion and enthusiasm that made the 2022 season a success. Ms. Choisnet thanked them for their leadership and dedication towards protecting our valuable drinking water supply.

PUBLIC HEARING:

Planning and Zoning Director Debbie Bell read the Public Hearing introduction and procedures.

- 3. Consideration of Petition No. 1322-22, Robert C. Shell, Owner; LDO Fayette, LLC, represented by Patrice Frady, Agent, request to rezone 12.582 acres from A-R to C-C to develop a convenience store with fuels sales and with retail tenant space; property located in Land Lot 8 of the 6th District and fronts on Padgett Road and S.R. 85/74. This item was tabled at the September 22, 2022 Board meeting.**

Chairman Hearn advised all applicants that because less than a full Board was present, they had the option of postponing their public hearing.

Richard Perry representative of the petitioner requested that the item be postponed.

Vice Chairman Gibbons moved to table this item to the December 8, 2022 Board of Commissioners meeting. Commissioner Rousseau seconded. The motion passed 4-0.

- 4. Consideration of Petition No. 1323-22, Johnnie K. Holland, Owner; Randy Boyd, Agent. Request to rezone 8.056 acres from A-R to R-45 to develop 4 single-family residential lots; property located in Land Lot(s) 254 of the 5th District.**

Randy Boyd, agent, stated that this property was located at the northeast corner of Kenwood Road and S. Kite Lake Road. The request was to rezone 8.056 acres from A-R to R-45 to develop four single-family residential lots. Mr. Boyd stated that this zoning followed the Land Use Plan. He stated that staff recommended approval with two conditions and noted that the Planning Commission approved the rezoning petition but that there was a small change he was requesting regarding the conditions. Mr. Boyd stated, in discussing the first condition, that the applicant must apply for a variance for the size of the guest house on lot one (1) as shown on the site plan. He stated that the existing guest house was 768 sq ft. The ordinance allowed for a guest house up to 700 sq. ft., as a result, the current guest house was 68 sq. ft. over what was allowed. Mr. Boyd noted that the condition stated that if the variance was denied, the structure would have to be removed. He asked that instead of requiring that the structure be removed, if structurally sound, to allow for the structure to be brought into compliance. Mr. Boyd stated that the applicant agreed with the second condition and that they would meet all Environmental Health department requirements and verify that the new property lines did not interfere with existing drain field lines or septic tank lines. Mr. Boyd asked for the Board's favorable approval.

Commissioner Rousseau asked if this request needed to go back before the Planning Commission first.

Mr. Rapson stated that the addendum on dais before the Board should have been included in the agenda package last Friday. Planning & Zoning staff, in review of these items, realized that the recommended conditions were not consistent with what the Planning Commission voted on. He stated that this error was duplicated for the next few rezoning requests.

Further discussion followed.

Mr. Boyd stated that he was hesitant to proceed because of the confusion regarding the conditions and requested the item be tabled due to no fault of the applicant.

Vice Chairman Gibbons moved to table this item to the December 8, 2022 Board of Commissioners meeting. Commissioner Rousseau seconded. The motion passed 4-0.

- 5. Consideration of Petition No.1324-22-A; Tyrone 54, LLC & BBWJ, LLC, Owners; Matt Dahlhauser, Agent request to rezone 5.615 acres from C-C to C-H to develop a multi-use commercial center, including a convenience store,**

car wash, interior access self-storage and a quick-serve restaurant with drive-through; property located in Land Lot(s) 25 & 26 of the 7th District.

Vice Chairman Gibbons moved to table this item to the December 8, 2022 Board of Commissioners meeting. Commissioner Rousseau seconded. The motion passed 4-0.

- 6. Consideration of Petition No. 1324-22-B; Tyrone 54, LLC & BBWJ, LLC, Owners; Matt Dahlhauser, Agent request to rezone 5.615 acres from C-C to C-H to develop a multi-use commercial center, including a convenience store, car wash, interior access self-storage and a quick-serve restaurant with drive-through; property located in Land Lot(s) 26 of the 7th District.**

Vice Chairman Gibbons moved to table this item to the December 8, 2022 Board of Commissioners meeting. Commissioner Rousseau seconded. The motion passed 4-0.

- 7. Consideration of Petition No. 1324-22-C; Tyrone 54, LLC & BBWJ, LLC, Owners; Matt Dahlhauser, Agent request to rezone 1.993 acres from C-C to C-H to develop a multi-use commercial center, including a convenience store, car wash, interior access self-storage and a quick-serve restaurant with drive-through; property located in Land Lot(s) 25 of the 7th District.**

Vice Chairman Gibbons moved to table this item to the December 8, 2022 Board of Commissioners meeting. Commissioner Rousseau seconded. The motion passed 4-0.

- 8. Consideration of Petition No.1324-22-D; Tyrone 54, LLC & BBWJ, LLC, Owners; Matt Dahlhauser, Agent request to rezone 1.948 acres from C-C to C-H to develop a multi-use commercial center, including a convenience store, car wash, interior access self-storage and a quick-serve restaurant with drive-through; property located in Land Lot(s) 25 of the 7th District.**

Vice Chairman Gibbons moved to table this item to the December 8, 2022 Board of Commissioners meeting. Commissioner Rousseau seconded. The motion passed 4-0.

- 9. Consideration of Petition No.1325-22, Eric K. Maxwell, Owner; Randy Boyd, Agent; request to rezone 8.49 acres from A-R to R-75 to develop three (3) single-family residential lots; property located in Land Lot(s) 2 of the 5th District.**

Randy Boyd, agent for the petitioner, stated that this request was to rezone 8.49 acres from A-R to R-75 to develop three (3) single-family residential lots. Mr. Boyd stated that staff and Planning Commissioner had recommended approval with no conditions. He added that the zoning was the appropriate zoning for the area, because it met the Land Use Plan.

Chairman Hearn asked if it was staff's recommendation to approve the rezoning.

Ms. Bell stated, yes.

No one spoke in favor or in opposition.

Vice Chairman Gibbons moved to approve Petition No.1325-22, Eric K. Maxwell, Owner; Randy Boyd, Agent; request to rezone 8.49 acres from A-R to R-75 to develop three (3) single-family residential lots; property located in Land Lot(s) 2 of the 5th District. Commissioner Oddo seconded.

Commissioner Oddo asked if the rezoning conformed to the Land Use Plan.

Ms. Bell stated yes it did conform to the Land Use Plan.

Vice Chairman Gibbons moved to approve Petition No.1325-22, Eric K. Maxwell, Owner; Randy Boyd, Agent; request to rezone 8.49 acres from A-R to R-75 to develop three (3) single-family residential lots; property located in Land Lot(s) 2 of the 5th District. Commissioner Oddo seconded. The motion passed 4-0.

PUBLIC COMMENT: None

CONSENT AGENDA:

Chairman Oddo moved to approve the Consent Agenda as written. Commissioner Rousseau seconded. The motion passed 4-0. Commissioner Maxwell was absent.

- 10. Approval of a request from Fayette County Juvenile Court to accept a grant award from the Criminal Justice Coordinating Council in the amount of \$50,000 for the Delinquency Prevention Grant.**
- 11. Approval for staff to acquire all fee simple right-of-way and easements for the proposed multi-use path and tunnel at the intersection of Redwine Road and Robinson Road (2017 SPLOST 17TAI).**
- 12. Approval to add a pole mounted street light to the Princeton Chase subdivision in Fayette County's Street Light Program.**
- 13. Approval of the Third Amendment to Reciprocal Lease Agreement for the tower located at Rising Star; 431 Porter Road.**
- 14. Approval of the October 13, 2022 Board of Commissioners Meeting Minutes.**

OLD BUSINESS:

NEW BUSINESS:

- 15. Consideration of the City of Fayetteville's annexation of three parcels totaling 8.291 acres and the rezoning of said property from C-H (Highway Commercial) and A-R (Agricultural-Residential) to C-3 (Highway Commercial) zoning; property located at 135 and 145 Walker Parkway and 1373 Highway 85 North (Parcel ID Numbers 0538 092, 0538 081, and 0538 026).**

Ms. Bell stated that this was the City of Fayetteville's annexation of three parcels totaling 8.291 acres and the rezoning of said property from C-H (Highway Commercial) and A-R (Agricultural-Residential) to C-3 (Highway Commercial) zoning; property located at 135 and 145 Walker Parkway and 1373 Highway 85 North (Parcel ID Numbers 0538 092, 0538 081, and 0538 026).

Mr. Rapson reminded the Board that the City of Fayetteville had a two-step annexation process. Step one was sent over by the city for staff review and comments. Comments were then sent back to the City of Fayetteville and incorporated into the request. No additional recommendations were needed, other than not objecting the annexation.

Vice Chairman Gibbons moved to approve City of Fayetteville's annexation of three parcels totaling 8.291 acres and the rezoning of said property from C-H (Highway Commercial) and A-R (Agricultural-Residential) to C-3 (Highway Commercial) zoning; property located at 135 and 145 Walker Parkway and 1373 Highway 85 North (Parcel ID Numbers 0538 092, 0538 081, and 0538 026). Commissioner Rousseau seconded. The motion passed 4-0.

Vice Chairman Gibbons asked County Attorney Dennis Davenport if the County voted to oppose the annexation, then none of the recommended conditions provided by the County would be incorporated.

Mr. Davenport stated most likely that was correct.

Vice Chairman Gibbons added that if the County voted against it, it would then go to state arbitration in about 30 days and the County would most likely lose the case.

Mr. Davenport concurred.

Vice Chairman Gibbons moved to approve City of Fayetteville's annexation of three parcels totaling 8.291 acres and the rezoning of said property from C-H (Highway Commercial) and A-R (Agricultural-Residential) to C-3 (Highway Commercial) zoning; property located at 135 and 145 Walker Parkway and 1373 Highway 85 North (Parcel ID Numbers 0538 092, 0538 081, and 0538 026). Commissioner Rousseau seconded. The motion passed 4-0. Commissioner Maxwell was absent.

16. Request from the Griffin Judicial Circuit Chief Judge Fletcher Sams to apply, on behalf of the circuit, for year two of ARPA grant funds for the purpose of addressing backlogs of court cases and approval for Fayette County to pay an estimated upfront cost of \$343,382.

Mr. Rapson stated that this request was from Griffin Judicial Circuit Chief Judge Fletcher Sams. He stated that previously the Board approved part of the \$110M American Rescue Plan Act funds to address backlogs of court cases. This request was for the second tier of funds in the amount of \$343,382.

Vice Chairman Gibbons moved to approve request from the Griffin Judicial Circuit Chief Judge Fletcher Sams to apply, on behalf of the circuit, for year two of ARPA grant funds for the purpose of addressing backlogs of court cases and approval for Fayette County to pay an estimated upfront cost of \$343,382. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Maxwell was absent.

17. Request to approve the Recreation Commission's recommendation of the Parks and Recreation Multi-use Facility floor plan and architecture elevation style.

Parks and Recreation Director Anita Godbee provided an update on the Parks and Recreation Multi-use/Multi-generational Facility along with the actual plan that was presented at the Stakeholders' meeting. She stated that earlier this year Lose Design, LLC was awarded the Architectural Services. She stated that there were several meetings discussing what was needed in the facility that would meet the needs of the community, on the site that was selected, which was Kiwanis Park. A stakeholder meeting, where the community came out and were able to ask questions and provide their input via surveys was held in August. Citizens unable to attend the meeting were able to review the design, post comments and complete surveys online. The survey results were compiled and submitted to the Recreation Commission for their review and comments. After their review, the Recreation Commission approved to move forward with the plan as presented to the public. Mrs. Godbee stated that the Recreation Commission also voted to select the elevation style for the Multi-Use Facility and was a contemporary modern look for the front of the building that was inviting to the public with the remaining portions of the building to be traditional and cost-effective building.

Tawanna McGinnis and David Young with Lose Design, LLC provided the Board with an architectural and site overview of new Multi-Use Facility. The overview outlined the proposed site location, logistics and the facility layout to include of the gymnasium, classroom, locker room, meeting room, community room, fitness area, and reception area storage spaces, warming kitchen, etc. Mrs. Godbee concluded stated that the Recreation Commission was recommending approval of the Multi-Use Facility floor plan and the architecture elevation style.

Commissioner Oddo asked what citizens would be able to do in the new Multi-Use Facility.

Mrs. Godbee highlighted the first floor of the architectural layout design. She stated that the first floor was where majority of the action would take place. There was a community room, with seating capacity of 250-300, that the community would be able to reserve with applicable fees that hopefully the Commission would approve in the future. There were also four classrooms that

would be used for various programs and activities hosted by the Parks and Recreation Department. The first floor also had a fitness area with exercise equipment for citizens wanting to workout. The restroom facility and applicable locker room areas were also in this area. She stated that there was also a two-court gymnasium that was multi-use and could be used for basketball, volleyball, and pickleball. She added that these areas could also be used for other events, such as hosting a play or cultural art exhibit. Mrs. Godbee stated that the courts were separated by a wall which would help mitigate noise. She noted on the second floor there would be a walking trail. There was also an open flex area available for citizens to use.

Commissioner Oddo asked what type of impact this new facility would have on staff's needs and maintenance cost.

Mrs. Godbee stated that staffing need and cost would increase. She stated that they were anticipating the need of some part-time staffing to help with the opening and closing of the facility. And of course, as a result of a larger facility, maintenance cost would increase. She added that the goal was to have the facility open 7-days a week.

Chairman Hearn expressed his appreciation for the public outreach efforts and engagement. He stated that it was an attractive building and he looked forward to the ribbon cutting ceremony.

Commissioner Rousseau moved to approve the Recreation Commission's recommendation of the Parks and Recreation Multi-use Facility floor plan and architecture elevation style. Vice Chairman Gibbons seconded.

Commissioner Rousseau reiterated Chairman Hearn's comments regarding appreciation for the community outreach efforts. He asked what the buffer between the rear of the building parking and neighboring homes was.

David Young with Lose Design, LLC stated that from his recollection, the buffer was between 30-40 feet. He stated that on the west of the site it was slightly closed, however the property to the south of the site was currently undeveloped and was owned by the County.

Commissioner Rousseau stated that it was his goal to ensure that as a "good neighbor" the County was cognizant of the effects this facility would have on the immediate neighbors and although they were used to the Parks and Recreation presence, this would be an exponentially larger facility resulting in a change for the community. He stated that he was glad to hear about the warming kitchen and discouraged any cooking in the facility. Commissioner Rousseau encouraged the use of the facility for receptions, weddings, family reunions. He stated that although recreation rarely made money, the rental space could generate a lot of revenue. Commissioner Rousseau also warned about the over reliance on basketball and administered her to be mindful of that. Commissioner Rousseau asked what type of partition would separate the courts.

Ms. Godbee stated that there was an actual block wall separating the two courts.

Commissioner Rousseau asked about using the facility for tournaments

Mrs. Godbee stated that tournaments were a possibility and could be a revenue generator for the facility.

Commissioner Rousseau stated that he raised tournaments as future revenue generator, to ensure staff was planning and thinking in the direction of using the facility for such events on the front end.

Mrs. Godbee stated that the entire facility would have fees associated with the various activities, programs and events. She stated that it was her goal to always be generating money to help off-set some of the maintenance cost.

Commissioner Rousseau stated that would be an item for Board consideration to allow the Park and Recreation to re-generate revenue, otherwise it would be budgeted annually via the Maintenance and Operation budget. He stated that allocating some of the rental revenue towards maintenance cost would be an interesting feat and innovative approach for a public recreation facility. Commissioner Rousseau commended Mrs. Godbee for her efforts and leadership in helping bring this new facility to fruition. He noted that the new Multi-Use Facility, as well as the new Public Health building were two features he recently bragged about

during his visit to Washington D.C. last week. These were innovative things that the County was doing to increase the quality of life in service to this community.

Commissioner Rousseau moved to approve the Recreation Commission's recommendation of the Parks and Recreation Multi-use Facility floor plan and architecture elevation style. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Maxwell was absent.

18. Request to approve an Intergovernmental Agreement (IGA) with Clayton County for repairs to the Helmer Road Bridge over Camp Creek and the allocation of \$77,000 from SPLOST 17TAC to SPLOST 23TAA (Infrastructure Preservation and Improvements).

Public Works Director Phil Mallon stated that this request was a transportation project on Helmer Road. The Helmer Road bridge was one of several connecting bridges between Fayette and Clayton Counties. Mr. Mallon stated that the bridge was identified by Georgia Department of Transportation (GDOT) as a Clayton County structure although maintenance responsibilities have traditionally been split between the two local governments. He stated that GDOT sent Clayton County the most recent inspection report and the bridge was in need of maintenance and Clayton County recently solicited competitive bids. Mr. Mallon stated that Clayton County was seeking to enter into an Intergovernmental Agreement (IGA) with Fayette County agreeing to split the maintenance cost. He stated that he was requesting approval of an IGA with Clayton County for repairs to the Helmer Road Bridge over Camp Creek and the allocation of \$77,000 from the SPLOST account to help pay for the project.

Commissioner Rousseau moved to approve Intergovernmental Agreement (IGA) with Clayton County for repairs to the Helmer Road Bridge over Camp Creek and the allocation of \$77,000 from SPLOST 17TAC to SPLOST 23TAA (Infrastructure Preservation and Improvements). Vice Chairman Gibbons seconded.

Chairman Hearn extended his thanks and appreciation to Clayton County as good partners.

Commissioner Rousseau echoed Chairman Hearn's comments adding that this bridge was extremely dangerous noting that the lighting was horrible specifically at night, and the bridge was very narrow.

Commissioner Oddo asked if the total cost was \$146K.

Mr. Mallon stated, yes.

Commissioner Oddo asked if that was enough to do what was needed.

Mr. Mallon stated yes and clarified that this was for bridge repairs and not for replacing the bridge. He noted that from the driver's perspective there would not be much in the way of tangible improvements. The work would primarily be done under the road.

Commissioner Rousseau moved to approve Intergovernmental Agreement (IGA) with Clayton County for repairs to the Helmer Road Bridge over Camp Creek and the allocation of \$77,000 from SPLOST 17TAC to SPLOST 23TAA (Infrastructure Preservation and Improvements). Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Maxwell was absent.

Mr. Mallon advised the audience that there would be a public information open house regarding the realignment of Highway 279 on Tuesday November 15, 2022 at the Fayette County Library on Heritage Road from 5-7pm. The information regarding this meeting would be posted on the website, placed in the newspaper, sent out in mass mailing and via email to residents.

ADMINISTRATOR'S REPORTS:

A. Contract #1979-S: Stryker Maintenance Agreement; Change Order #2: Power Cots & Stair Chair Maintenance Agreements

- B. Contract #1981-Q: SR 279 Realignment – Engineering & Design; Task Order #2 Public Involvement Meeting**
- C. Contract #2071-S: Siemens Automation Service Agreement; Change Order #1: Desigo CC Software Upgrade
(Revised)**

Board Meeting

Mr. Rapson reminded the Board that there were only two remaining Board meetings in 2022. November 10 and December 8, and both will be at 2:00 pm.

GAPPT

Mr. Rapson announced that Chief Jeff Hill and Kenya Carter became Certified Retirement Plan Fiduciary via Georgia Association of Public Pension Trustees, along with Phil Mallon and Major Michelle Walker who received their basic certifications.

Hot Projects

Mr. Rapson highlighted the Ebenezer Church Road Bridge.

ATTORNEY'S REPORTS:

Notice of Executive Session: County Attorney Dennis Davenport stated that there were two items for Executive Session. One item involving real estate acquisition and the review of the Executive Session minutes for September 22, 2022.

COMMISSIONERS' REPORTS:

Commissioner Oddo

Commissioner Oddo encouraged citizens to get out and vote.

Commissioner Rousseau

Commissioner Rousseau reiterated his previous comments regarding his recent trip to the White House where he spoke with the delegation bragging on the new Multi-Use Facility, as well as the new Public Health building, which were two features of innovation that the County was doing to increase the quality of life for the local community.

Commissioner Rousseau apologized to applicant for the confusion during the public hearing and having to delay the project. He advised the Board that he would be traveling as the trustee for the Pension Board Defined Benefit for the Association of County Commissions of Georgia (ACCG). He also encouraged citizens to vote.

Vice Chairman Gibbons

Vice Chairman Gibbons urged citizens and business owners to support operation green light for veterans, by placing a green light in your window. He noted this was a very worthy cause.

Vice Chairman Gibbons expressed his frustration with the City of Peachtree City for the termination of connectivity between the County, the Town of Tyrone and northern Peachtree City last year. He stated that he wanted to put a human face on how this decision affected a citizen who lived in Kedron Village and worked at the Kedron Kroger. He stated that due to the closure of the road, the young lady, who was special needs and whose family moved there specifically for her to attend the right school and to allow her access to work, are now unable to get to work independent on her golf cart. He stated that the decision to discontinue the connectivity in that area was a reprehensible choice on the part of City council and he had yet to hear any justification of why.

Chairman Hearn

Chairman Hearn encouraged citizens to vote.

He also advised the Board that he would be attending the Atlanta Regional Commission (ARC) Board retreat November 3-4, 2022.

EXECUTIVE SESSION:

One item involving real estate acquisition and the review of the Executive Session minutes for September 22, 2022.

Commissioner Oddo moved to go into Executive Session. Vice Chairman Gibbons seconded. The motion passed 4-0.

Commissioner Maxwell was absent.

The Board recessed into Executive Session at 6:15 p.m. and returned to Official Session at 6:24 p.m.

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

Executive Session Minutes: Commissioner Oddo moved to approve the September 27, 2022 Executive Session Minutes. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Maxwell was absent.

ADJOURNMENT:

Commissioner Oddo moved to adjourn the October 13, 2022 Board of Commissioners meeting. Vice Chairman Gibbons seconded. The motion passed 5-0.

The October 13, 2022 Board of Commissioners meeting adjourned at 6:25 p.m.

Marlena 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 10th day of November 2022. Attachments are available upon request at the County Clerk's Office.

Marlena Edwards, Chief Deputy County Clerk

COUNTY AGENDA REQUEST

Page 17 of 39

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to approve a contract agreement between Fayette County and Georgia Department of Transportation (GDOT) (PI No. 0013726) to supply all construction engineering and contract supervision for water distribution line adjustments and improvements at the intersection of State Route 74 and State Route 54 in Fayette County for a not to exceed amount of \$1,019,269.51.

Background/History/Details:

This agreement allows GDOT to have its contractor perform the work of moving and reinstalling water distribution lines at the intersection improvements of SR 74 at SR 54.

Pre-let estimate including betterment for this work is \$1,187,110.36 (\$839,204.25 Non-Reimbursable/In-Kind and \$347,906.11 Betterment) of which GDOT shall bear \$167,840.85 or 20% of the non-reimbursable/in-kind cost. Fayette County Water System will bear \$671,363.40 or 80% of the non-reimbursable/in-kind cost and \$347,906.11 or 100% of the betterment cost.

What action are you seeking from the Board of Commissioners?

Approval of a contract agreement between Fayette County and Georgia Department of Transportation (GDOT) (PI No. 0013726) to supply all construction engineering and contract supervision for water distribution line adjustments and improvements at the intersection of State Route 74 and State Route 54 in Fayette County for a not to exceed amount of \$1,019,269.51.

If this item requires funding, please describe:

Funding in the amount of \$260,308 is available in CIP 507-8WTEX Waterline Extension and Rehabilitation, along with \$758,962 in CIP 507-22WSH SR 54/74 GDOT Relocation, totaling \$1,019,270.

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:

October 13, 2022

Ms. Vanessa Tigert
Director
Fayette County Water System
245 McDonough Road
Fayetteville, GA 30214

Subject: **Project No. N/A, Fayette County**
PI No. 0013726
Contract Item Agreement Undated – Water Facilities

Dear Ms. Tigert:

In accordance with your request, the adjustment of water and sewer facilities belonging to the Fayette County Water System is being included in the Department's contract for the roadway work on the above numbered project.

We are transmitting three counterparts of an undated Contract Item Agreement which sets forth the conditions under which the State agrees to have its Contractor perform the work and by which the Fayette County Water System will reimburse the Department for this work. As outlined in Article 8, the non-binding Pre-let estimate including betterment for this work is **\$1,187,110.36 (\$839,204.25 Non-Reimbursable/In-Kind & \$347,906.11 Betterment)** of which the Department shall bear **\$167,840.85 or 20% of the non-reimbursable/in-kind cost;** Fayette County Water System **will bear \$671,363.40 or 80% of the non-reimbursable/in-kind cost and \$347,906.11 or 100% of the betterment cost.** Also, attached is a cost estimate supporting the Agreement.

If the Agreement meets with your approval, please handle for execution on behalf of Fayette County Water System and return all three (3) counterparts to the State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308, for execution on behalf of the Department. In this connection, be sure to have a notary public sign the Agreements. Please be certain that the notary public affixes his/her seal alongside their signature. Also, complete the attached resolution form and insert the date of resolution on page 5 of the Agreement. The Official Seal of the Fayette County Water System is also required to be affixed to each counterpart in compliance with instructions from our Attorney General's Office.

Also, please provide the Fayette County Water System's Federal Employee Identification Number (FEIN) in the blank shown on page 4 of the Agreement.

In accordance with Articles 8, 9, and 10 of the Agreement, the Department shall notify the Fayette County Water System in writing of the amount due the Department based upon the aforementioned commitment letter at the time of execution. At that time a check for the amount required to perform the work will be requested as outlined in the Agreement. The Department will refund any overpayment or request in writing that the Fayette County Water System pay the Department the revised amount as determined by the aforesaid method.

Ms. Vanessa Tigert
Project No. N/A, Fayette County
PI No. 00013726, Contract Item Agreement Undated– Water Facilities
October 13, 2022; Page 2 of 2

If you have any questions or need further information, please contact Frantz Boileau at 404-347-0605 or by email at fboileau@dot.ga.gov. Please send correspondence by mail addressed to State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308 for execution on behalf of the Department.

Very Truly Yours,

A handwritten signature in blue ink, appearing to read 'Shajan Joseph', with a stylized flourish at the end.

Shajan Joseph, P.E.
Assistant State Utilities Administrator

For: Nicholas Fields
State Utilities Administrator

NF: SPJ: MGC: FB

Attachments (Agreement and Estimate)

cc: Tyler Peek, P.E., District 3 Engineer
Greg Smith, District 3 Utilities Manager
Danah Bonny, Utilities Preconstruction Specialist
Abdulahid Munshi, Utility Coordinator

Account No. – Class: 733005-309

Department ID: 4848010000

Program No.: 4181401

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

Georgia Project No.: N/A, Fayette County
G.D.O.T. P.I. No.: 0013726

THIS AGREEMENT, made this _____, by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and the Fayette County Water System, a political subdivision of the State of Georgia, hereinafter called the LOCAL AGENCY, second party;

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project to reconstruct/rehabilitate SR 54 at SR 74 in Fayette County, Georgia, Georgia; and

WHEREAS, due to the construction of this project, it will become necessary to make certain adjustments or additional installation of utility facilities of the LOCAL AGENCY, the cost of which shall be determined in accordance with Articles 8, 9, & 10 below; and

WHEREAS, the LOCAL AGENCY has requested that the DEPARTMENT include the adjustment or installation of **water facilities** in its highway construction contract as shown on the attached plans; and

WHEREAS, this Agreement being for the sole purpose of providing a contractor for work performed on the LOCAL AGENCY'S **water facilities**, the LOCAL AGENCY shall bear the cost of said work to be determined as hereinafter set forth;

WHEREAS, the preliminary engineering, including preparation of detailed plans and contract estimate for adjustment of the utilities described above have been accomplished by the LOCAL AGENCY;

WHEREAS, the plans for the utility work have been approved by both the DEPARTMENT and the LOCAL AGENCY prior to commencing work;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

1. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the DEPARTMENT shall be responsible to assure that all utility work is accomplished in accordance with plans and specifications and to consult with the LOCAL AGENCY or LOCAL AGENCY'S Consultant before authorizing any changes or deviations which affect the LOCAL AGENCY'S facility.

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

2. The LOCAL AGENCY or the LOCAL AGENCY'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S Engineer of any observed discrepancies or potential problems. The DEPARTMENT agrees to notify the LOCAL AGENCY when all utility work is completed and ready for final inspection by the LOCAL AGENCY.

3. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT shall notify the LOCAL AGENCY of the new project designation. Such change in project designation shall have no effect whatsoever on any of the other terms of this Agreement.

4. The DEPARTMENT shall include in its contract for this project all work necessary to accomplish the adjustment of the LOCAL AGENCY'S facilities as shown on the highway plans along with the necessary specifications to assure that the work conforms to sound construction practices.

5. In the event it becomes necessary to add pay items that are not provided for in the contract, the DEPARTMENT shall negotiate prices with the contractor and enter into a supplemental agreement with the contractor for completion of the additional items. Upon notification, the LOCAL AGENCY shall furnish a check for the additional cost as determined in Article 8 below.

6. The DEPARTMENT shall furnish on the project the construction engineering inspection and testing by its own forces required to assure that the work is done in accordance with the plans, specifications and Special Provisions.

7. Upon completion of the work and upon certification by the DEPARTMENT'S engineers that the work has been completed in accordance with the aforesaid plans and specifications, the LOCAL AGENCY shall accept the adjusted and additional facilities and shall thereafter operate and maintain the adjusted and additional facilities without further cost to the DEPARTMENT or its contractor. Such maintenance and all operations and activities shall be subject to the DEPARTMENT'S rules, policies and procedures as contained in its Utility Accommodation Policy and Standards, current edition.

8. The DEPARTMENT shall include in its highway contract those items shown as "materials" for permanent installation on the aforesaid plans. The price bid for the appropriate items shall include all labor, materials and incidentals necessary to complete the work. The cost of the requested work shall be determined from unit quantities and unit prices as shown in the DEPARTMENT'S tabulation of bids. The approximate non-binding pre-let estimate, including betterment, is **\$1,187,110.36 (\$839,204.25 Non-Reimbursable/In-Kind & \$347,906.11 Betterment)** based on the LOCAL AGENCY'S estimate attached hereto of which the Department shall bear **\$167,840.85 or 20% of the non-reimbursable/in-kind cost; the LOCAL AGENCY shall bear \$671,363.40 or 80% of the non-reimbursable/in-kind cost and \$347,906.11 or 100% of the betterment cost.**

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

9. It is mutually agreed that as soon as practicable after the opening of bids and acceptance of a bid by the DEPARTMENT, the DEPARTMENT shall notify the LOCAL AGENCY in writing of the amount due the DEPARTMENT. The LOCAL AGENCY shall pay to the DEPARTMENT the amount due within sixty (60) days.

10. It is further mutually agreed that the final cost of the work performed on behalf of the LOCAL AGENCY shall be determined by measurement of the actual quantities of installed materials, including added items under Article 5, multiplied by the actual bid prices. Accordingly, after the project has been completed, the DEPARTMENT shall determine the final cost to be borne by the LOCAL AGENCY and, as the case may be, shall refund to the LOCAL AGENCY or shall request of the LOCAL AGENCY an additional payment in the amount of the difference between the final cost to be borne by the LOCAL AGENCY and the amount which the LOCAL AGENCY has previously paid to the DEPARTMENT. In the event additional payment is due to the DEPARTMENT, the LOCAL AGENCY agrees to pay same within sixty (60) days after the statement is received from the DEPARTMENT. In the event a refund is due the LOCAL AGENCY, the DEPARTMENT agrees to pay the LOCAL AGENCY within sixty (60) after the refund amount is determined or final acceptance is made by the DEPARTMENT.

11. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. Pursuant to O.C.G.A. Sec. 50-5-85, LOCAL AGENCY hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

13. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

14. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as original by their authorized representative the day and date hereinabove written.

FAYETTE COUNTY WATER SYSTEM

BY: _____
CHAIRMAN

Signed on behalf the Fayette County Water System pursuant to resolution dated _____.

FEIN _____

BY: _____
SECRETARY/ASST. SECRETARY
(OFFICIAL SEAL)

RECOMMENDED: _____

ACCEPTED: _____

DEPARTMENT OF TRANSPORTATION

BY: _____
STATE UTILITIES ADMINISTRATOR

BY: _____
COMMISSIONER

PROJECT NO.: N/A
COUNTY: FAYETTE
G.D.O.T. P.I. NO.: 0013726
DATE: October 13, 2022 FB

Signed, sealed and delivered this _____
day of _____, 20____,

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: _____
TREASURER
OFFICIAL CUSTODIAN OF THE SEAL

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

RESOLUTION

STATE OF GEORGIA

FAYETTE COUNTY WATER SYSTEM

BE IT RESOLVED by the Chairman and Board of Commissioners of FAYETTE COUNTY WATER SYSTEM, and it is hereby resolved, that the foregoing attached Agreement, relative to Project No. N/A, P.I. No. 0013726 - to reconstruct/rehabilitate State Route 54 at State Route 74 in Fayette County and that the Lee Hearn, as Chairman of the Boar and Tameca P. Smith, as Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the CHAIRMAN and BOARD OF COMMISSIONERS of FAYETTE COUNTY WATER SYSTEM.

Passed and adopted, this the _____ day of _____, 20__.

ATTEST:

COMMISSION CLERK

BY: _____
CHAIRMAN

STATE OF GEORGIA,

FAYETTE COUNTY WATER SYSTEM

I _____, as Clerk, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Chairman and Board of Commissioners of FAYETTE COUNTY WATER SYSTEM.

WITNESS my hand and official signature, this the _____ day of _____, 20__.

BY: _____
CLERK



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	FAYETTE COUNTY WATER SYSTEM
Solicitation/Contract No./ Call No. or Project Description:	PROJECT NO. N/A, PI 0013726, FAYETTE COUNTY SR 54 @ SR 74

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

Date of Authorization

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20 ____

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

P.I. 0013726 Fayette County - Fayette County Water System - Water Utility																	
Pay Item and Description	Additional Description	Unit	In-Kind Items				Betterment Items		In-Kind / Betterment Total Qty	Actual Bid Costs							
			Orig Plan Total Qty	Orig Est Price	Unit Price	Orig Est Cost	Orig Plan Total Qty	Orig Est Cost		Actual Bid Total Qty	Actual Bid Unit Price	Actual Total Bid Cost	Actual In-Kind Bid Cost	Actual Betterment Bid Cost			
615-1000 JACK OR BORE PIPE, 48 IN		LF	40	\$	741.24	\$	29,649.60	0	\$	-	40			\$	-	\$	-
615-2550 JACK OR BORE PIPE, 24 IN		LF	150	\$	741.24	\$	111,186.00	0	\$	-	150			\$	-	\$	-
615-2555 JACK OR BORE PIPE, 36 IN STEEL CASE		LF	0	\$	741.24	\$	-	130	\$	96,361.20	130			\$	-	\$	-
670-1160 WATER MAIN, 16 IN *** Requires Special Provision *** (670-		LF	819	\$	150.08	\$	122,915.45	0	\$	-	819						
670-1200 WATER MAIN, 20 IN *** Requires Special Provision *** (670-		LF	455	\$	226.56	\$	103,084.04	466	\$	105,576.18	921						
670-1240 WATER MAIN, 24 IN *** Requires Special Provision *** (670-		LF	613	\$	387.00	\$	237,231.00	0	\$	-	613			\$	-	\$	-
CAP OR REMOVE EXISTING WATER MAIN *** Requires Special Provision *** (670-1500)		EA						1	\$	-	1			\$	-	\$	-
670-2002 VALVE MARKER *** Requires Construction Detail *** (670-2002)		EA	13	\$	79.26	\$	1,030.37	9	\$	713.33	22			\$	-	\$	-
670-2080 GATE VALVE, 8 IN *** Requires Special Provision *** (670-2080)		EA	1	\$	2,023.04	\$	2,023.04	1	\$	2,023.04	2			\$	-	\$	-
670-2120 GATE VALVE, 12 IN *** Requires Special Provision *** (670-2120)		EA	1	\$	2,023.04	\$	2,023.04	0	\$	-	1			\$	-	\$	-
670-0515 BUTTERFLY VALVE, 16 IN *** Requires Special Provision ***(670-0515)		EA	4	\$	7,099.03	\$	28,396.13	0	\$	-	4			\$	-	\$	-
670-0525 BUTTERFLY VALVE, 20 IN *** Requires Special Provision ***(670-0525)		EA	1	\$	8,000.00	\$	8,000.00	7	\$	56,000.00	8					\$	-
670-0535 BUTTERFLY VALVE, 24 IN *** Requires Special Provision ***(670-0535)		EA	3	\$	14,500.00	\$	43,500.00	0	\$	-	3			\$	-	\$	-
670-4000 FIRE HYDRANT *** Requires Special Provision *** (670-4000)		EA	1	\$	4,583.79	\$	4,583.79	4	\$	18,335.18	5			\$	-	\$	-
670-4530 CONCRETE THRUST COLLAR, 16 IN PIPE *** Requires Special Provision *** (670-4530)		EA	2	\$	3,340.00	\$	6,680.00	4	\$	13,360.00	6			\$	-	\$	-
670-4540 CONCRETE THRUST COLLAR, 20 IN PIPE *** Requires Special Provision *** (670-4540)		EA	6	\$	4,080.00	\$	24,480.00	4	\$	16,320.00	10			\$	-	\$	-
670-4490 CONCRETE THRUST COLLAR, 24 IN PIPE *** Requires Special Provision *** (670-4490)		EA	8	\$	4,080.00	\$	32,640.00	0	\$	-	8			\$	-	\$	-
670-7000 STEEL CASING, 48 IN *** Requires Special Provision ***(670-7000)		LF	40	\$	368.03	\$	14,721.20	0	\$	-	40			\$	-	\$	-
670-9275 STEEL CASING, 24 IN *** Requires Special Provision ***(670-9275)		LF	150	\$	247.35	\$	37,102.56	0	\$	-	150			\$	-	\$	-
670-9285 STEEL CASING, 36 IN (670-9285)		LF	0	\$	301.67	\$	-	130	\$	39,217.18	130			\$	-	\$	-
611-5589 RELOCATE WATER METER, 1 IN		EA	1	\$	741.24	\$	741.24	0	\$	-	1			\$	-	\$	-
600-0001 FLOWABLE FILL(600-0001)		CY	123	\$	237.53	\$	29,216.78	0	\$	-	123			\$	-	\$	-

COUNTY AGENDA REQUEST

Page 27 of 39

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to approve the Acknowledgment of Disclosure and Confirmation of Informed Consent document prepared by McNally, Fox, Grant & Davenport P.C. regarding the agreement between Fayette County and the Town of Tyrone for crack sealing services.

Background/History/Details:

McNally, Fox, Grant & Davenport P.C. represents both Fayette County and the Town of Tyrone. Fayette County Road Department is currently preparing an agreement to assist the Town of Tyrone with 3rd party crack sealing services.

This letter and document prepared by the McNally, Fox, Grant & Davenport P.C. indicates to the County of the Firm's disclosure of a possible conflict of interest. The document states that the Town of Tyrone will also be required to sign a similar conflict of interest document.

What action are you seeking from the Board of Commissioners?

Approval of the Acknowledgment of Disclosure and Confirmation of Informed Consent document prepared by McNally, Fox, Grant & Davenport P.C. regarding the agreement between Fayette County and the Town of Tyrone for crack sealing services.

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:

November 10, 2022

Mr. Lee Hearn, Chairman
Fayette County Board of Commissioners
140 Stonewall Avenue West, Suite 100
Fayetteville, Georgia 30214

Re: Disclosure of possible conflict of interests

Dear Chairman Hearn:

Fayette County (the “County”) and the Town of Tyrone (the “Town”) are both parties to a proposed agreement for crack sealing services for various roads within the Town (“the Agreement”). McNally, Fox, Grant & Davenport, P.C. (the “Firm”), currently serves as legal counsel for both the County and the Town. The possibility of conflict between the parties is ever present. As such, a conflict of interest could arise for the Firm in representing both sides. However, the Firm reasonably believes it can provide competent and diligent representation to each client over the term of this Agreement and that any risk of material and adverse effect to either client can be avoided. This representation is not prohibited by law; the Firm intends to continue its representation of both the County and the Town, and extends its counsel to the matter of this Agreement.

The Firm is confident in its ability to represent both parties to this Agreement and has counseled representatives of the County on the issue. Information that is reasonably sufficient to permit the County to appreciate the significance of the matter at issue and the alternatives to Firm representation in this matter has been provided. Further, the County has been advised to consider its consent carefully and, if necessary, seek independent legal counsel on the matter.

The Firm believes that it is the intent of the County to retain the Firm for its legal representation in all matters, including this Agreement. Please execute the enclosed Acknowledgement of Disclosure and Confirmation of Informed Consent. The Firm appreciates this opportunity and looks forward to providing representation on this matter. Should any questions arise please do not hesitate to contact me.

Yours very truly,

Dennis A. Davenport
County Attorney

Enclosure

**Acknowledgment of Disclosure and Confirmation of Informed Consent
Crack Sealing Services**

On behalf of the County, please sign below to indicate confirmation of the Firm's disclosure of a possible conflict of interest and discussions with the County regarding same. This acknowledgment will serve to demonstrate the consent of the County to the Firm's representation in this Agreement. We are also asking the Town to execute an acknowledgment of disclosure and confirmation of informed consent to the Firm's representation as to this Agreement.

The County hereby acknowledges the receipt of this disclosure and confirms its informed consent to continued representation concerning this Agreement by the Firm by signing below.

This ____ day of _____, 2022.

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY, GEORGIA

(SEAL)

By: _____
Lee Hearn, Chairman

ATTEST:

Tameca P. Smith, County Clerk

Approved as to form:

County Attorney

COUNTY AGENDA REQUEST

Page 30 of 39

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to approve the Crack Seal Project Agreement between the Town of Tyrone and Fayette County.

Background/History/Details:

Town of Tyrone is requesting 3.62 miles of streets within Tyrone to be included with a Unincorporated Fayette County Crack Seal Project

Per this agreement, Fayette County will be responsible for:

- 1.) Procurement of a contractor
- 2.) Project Management and Inspection
- 3.) Arranging a Contractor to perform Crack Sealing Service per Georgia Department of Transportation (GDOT) Specifications

Town of Tyrone will:

- 1.) Reimburse Fayette County for all the town road sections costs, once the project is complete.

Estimated value of the work is \$27,150.

What action are you seeking from the Board of Commissioners?

Approval of the Crack Seal Project Agreement between the Town of Tyrone and Fayette County.

If this item requires funding, please describe:

All costs for work that is performed in the Town limits of Tyrone will be reimbursed to the County by the Town of Tyrone. The Road Department has sufficient funds to cover these expenditures until reimbursed by the Town of Tyrone.

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:

This project is a good example of intergovernmental cooperation between the town and county.

STATE OF GEORGIA**COUNTY OF FAYETTE****CRACK SEAL PROJECT AGREEMENT**

This Agreement entered into this _____ day of _____, 20____ between the TOWN OF TYRONE, a municipal corporation lying wholly or partially within Fayette County, Georgia, acting by and through its Mayor and Council, hereinafter referred to as “the Town”, and FAYETTE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners, hereinafter referred to as “the County” to provide one-time pavement markings maintenance, a/k/a, crack sealing, within the corporate limits of the Town, hereinafter referred to as the “Agreement.”

W I T N E S S E T H:

WHEREAS, the County and the Town desire to place crack seal within the corporate limits of the Town to promote adequate and safe means of transportation; and

WHEREAS, the County and Town desire to coordinate their efforts, as hereinafter provided, in the pavement project plan that are listed on the attachment to this Agreement known as Special Stipulations. Said Special Stipulations are hereby adopted into the Agreement by this reference hereto.

NOW THEREFORE, for and in consideration of the premises contained herein, the receipt and sufficiency of which are hereby acknowledged by the Town and the County, the Town and the County do hereby agree as follows:

1.

The County agrees to provide the contractor procurement and project management for the crack sealing project which have been identified on the Special Stipulations attachment.

2.

The Town and the County agree that the Roads identified on the Special Stipulations are part of the Town road system and, as such, shall be completely and solely within the Town's jurisdiction and control. The pavement markings of the Roads within the Town is at the direction of the Town and the County assumes no interest in the title of said portion of the Road within the Town. In no manner shall the portion of the Road(s) within the Town be deemed a County Road. Unless otherwise agreed, the maintenance and repair of the portion of the Road(s) within the Town, other than the crack sealing contemplated herein, shall be the sole responsibility of the Town.

3.

The Town warrants that it owns or has rights to maintain the portion of the Road(s) within the Town and further warrants that the performance of work on that portion of the Road(s) within the Town will not violate any restrictions, covenants, local or state law.

4.

To the fullest extent permitted by law, the Town agrees to and hereby does defend, hold harmless and indemnify the County and its officers, directors, employees, agents and

representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to, attorney's fees incurred or suffered by the County that arise out of, or result from, the performance of the crack sealing on that portion of the Roads within the Town, which are not incurred or suffered due to the negligence of the County.

To the fullest extent permitted by law, the County agrees to and hereby does defend, hold harmless and indemnify the Town and its officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to, attorney's fees incurred or suffered by the Town that arise out of, or result from, the performance of the crack sealing on that portion of the Roads within the Town, which are not incurred or suffered due to the negligence of the Town.

5.

Any additional terms and conditions which may exist between the parties may be found on the Special Stipulations attachment. To the extent that there may exist a conflict between the terms and conditions in this Agreement and the terms and conditions in the Special Stipulations, the parties agree that any terms and conditions in the Special Stipulations supersede any terms and conditions within this Agreement.

6.

This Agreement is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

7.

Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

IN WITNESS WHEREOF, the parties herein have set their hands and seals on the date first above written.

FAYETTE COUNTY, GEORGIA

(SEAL)

By: _____
Lee Hearn, Chairman

Attest:

Tameca P. Smith, County Clerk

(SEAL)

TOWN OF TYRONE

By: _____
Eric Dial, Mayor

Attest:

Dee Baker, Town Clerk

Attachment A

Special Stipulations

Per the August 30th, 2022 email from Scott Langford, the Town of Tyrone is requesting that the Town of Tyrone be included with the upcoming County's crack sealing bid package for Fiscal Year 2023 with the following Town roads:

Senoia Road

- Depot Ct to Crestwood – 2.06 miles
- Swanson Rd to Carriage Oaks – 0.18 miles

East Crestwood

- SR 74 to Farr Rd – 0.52 miles

Spencer Road

- Wynfield to Publix – 0.48 miles

Peggy Lane

- SR 74 to End – 0.31 miles

Depot Court

- Senoia Rd to End - .07 miles

Work will include:

- Procurement of a Contractor
- Project Management and Inspection
- Crack Sealing by Contractor
- Town will reimburse County for all costs once the project is completed.

The estimated value of this work is \$27,150 (\$7,500 per linear mile). Per this agreement, all Contractor costs shall be directly paid by Town of Tyrone.

COUNTY AGENDA REQUEST

Page 36 of 39

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to award Bid #2177-B Micro Surfacing to Asphalt Paving Systems, Inc. in the amount of \$560,155.00.

Background/History/Details:

Micro Surfacing is a Georgia Department of Transportation (GDOT) approved pavement preservation treatment consisting of a mixture of polymer modified asphalt emulsion, mineral filler, water and other additives, properly proportioned, mixed and spread on a paved surface.

Roads that have the following distresses are good candidates for this treatment: starting to crack due to age and/or weather (not load associated), starting to ravel, good profile, no base issues and no water issues.

The following roads are listed on this bid:

- 1.) Ellison Road - 3.28 miles
- 2.) Morgan Mill Road - 2.09 miles

What action are you seeking from the Board of Commissioners?

Approval to award Bid #2177-B Micro Surfacing to Asphalt Paving Systems, Inc. in the amount of \$560,155.00.

If this item requires funding, please describe:

There is funding available in the Road Department's M&O Technical Services (521316) account.

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 *B*
 From: Sherry White *SW*
 Date: November 10, 2022
 Subject: Contract #2177-B Micro Surfacing

Micro-surfacing is a protective seal coat which extends the life of pavement. This method renews the road surface and seals minor cracks and other irregularities. The Road Department is seeking to Micro Surface two (2) county roads in Fiscal Year 2023. The roads which are scheduled to be treated are Ellison Road and Morgan Mill Road.

The Purchasing Department issued Invitation to Bid #2177-B to secure a contractor for micro surfacing various county roads. Notice of the opportunity was emailed to nine companies. Another 377 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code # 74550 (Fiber Reinforced Surface Treatment), #74584 (Slurry Seal), #91384 (Maintenance and Repair, Streets, Major and Residential), #91395 (Paving and Resurfacing, Highway and Road), #91396 (Paving and Resurfacing, Streets, Major and Residential). The offer was also advertised through Fayette News, Georgia Local Government Access Marketplace, the county website, and Channel 23.

One contractor submitted a bid (Attachment 1). This is the same contractor who submitted the only bid four previous times the county contracted for Micro surfacing. The Road Department recommends Asphalt Paving Systems Inc. A Contractor Performance Evaluations is attached (Attachment 2).

Specifics of the proposed contract are as follows:

Contract Name	#2177-B Micro Surfacing
Contractor	Asphalt Paving Systems, Inc.
Not-to-exceed amount	\$560,155.00

Budget:

Fund	100	General Fund
Org Code	40220	Road Department
Object	521316	Technical Services
Available	\$2,680,776.86	As of 10/25/2022

3:00pm October 18, 2022

PRICING SHEET
ITB #2177-B: MICRO SURFACING

Atlanta Paving System, Inc.				
DESCRIPTION	ESTIMATED QTY	UNIT OF MEASUREMENT	UNIT PRICE	EXTENDED PRICE
MOBILIZATION & TRAFFIC CONTROL	1	Lump Sum		\$37,000.00
SINGLE SURFACE TREATMENT	79,800	Square Yard	\$2.18	\$173,964.00
SINGLE APPLICATION MICRO SURFACING	82,500	Square Yard	\$3.79	\$312,675.00
4" TEMPORARY YELLOW PAINT	21.48	Miles	\$1,700.00	\$36,516.00
TOTAL BID PRICE:				\$560,155.00

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: ASPHALT PAVING SYSTEMS	Contract Number: #2014-B
Mailing Address: 6789 HIGHWAY 67	Contract Description or Title: MICRO SURFACING
City, St, Zip Code: BROOKLET, GA 30415	Contract Term (Dates) From: 07/01/2021 – 7/30/2022
Phone Number: 912-800-3980	Task Order Number: n/a
Cell Number:	Other Reference: #2177-B Micro Surfacing
E-Mail Address: DSAPP.APS@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):					X
11. Overall evaluation of contractor performance			X		

EVALUATED BY

Signature: <i>Bradley Klingner</i>	Date of Evaluation: 10/19/22
Print Name: <i>Bradley Klingner</i>	Department/Division: ROAD
Title: <i>Assistant Director</i>	Telephone No: 6039