

## **BOARD OF COUNTY COMMISSIONERS**

Lee Hearn  
Edward Gibbons  
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**

January 12, 2023  
5:00 p.m.

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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 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month at 5:00 p.m.

### **OATH OF OFFICE:**

Probate Court Judge Ann S. Jackson to administer the Loyalty Oath and Official Oath of County Commissioner of the State of Georgia to Commissioner-Elect Edward Gibbons.

Probate Court Judge Ann S. Jackson to administer the Loyalty Oath and Official Oath of County Commissioner of the State of Georgia to Commissioner-Elect Charles Rousseau.

### **ORGANIZATIONAL SESSION:**

Call to Order by County Attorney Dennis Davenport

Election of Board Chairman for the year 2023.

Election of Board Vice Chairman for the year 2023.

### **OFFICIAL SESSION:**

Invocation and Pledge of Allegiance by Commissioner Charles Rousseau

Acceptance of Agenda

### **PROCLAMATION/RECOGNITION:**

1. Recognition of the Fayette County 10<sup>th</sup> Annual Merry Door Decorating Contest winners. (pages 4-9)

### **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:**

2. Approval of authorization to sign checks combining any of the following two signatures for transactions at or above \$5,000.00: Chairman, Vice-Chairman, County Administrator.
3. Approval of authorization to sign checks for transactions in the amount of \$4,999.99 or less: Chairman, Vice-Chairman, County Administrator.
4. Approval of the Chairman, Vice-Chairman, and the County Administrator to execute contracts, resolutions, agreements, or other documents approved by and on behalf of the Board of Commissioners.
5. Approval of Task Order #1 of Contract #2128-B; Annual Contract for Waterline Extensions for FY23, to allow Shockley Plumbing to install the water main extension to connect to the Coweta County Water System for a not-to-exceed amount of \$202,568. (pages 10-25)
6. Approval of the December 8, 2022 Board of Commissioners Meeting Minutes. (pages 26-43)

**OLD BUSINESS:**

**NEW BUSINESS:**

7. Request to approve the recommendation of the Selection Committee, comprised of Vice Chairman Edward Gibbons and Commissioner Charles Rousseau, to re-appoint Sam Burch to the Board of Assessor position to serve a term beginning January 1, 2023 and expiring December 21, 2028. (pages 44-47)
8. Request to award Contract #2052-B to Pro Construction of GA, LLC for the construction of a new Animal Shelter for the amount of \$2,971,416.00, the transfer of \$140,000 donated funds, and a transfer of \$1,453,950.00 from undesignated fund balance. (pages 48-53)
9. Request to award Bid #2184-B to McLeRoy, Inc. for the construction of a roundabout at the intersection of Redwine Road, Bernhard Road, and Peachtree Parkway (17TAL) in the amount of \$3,070,796.21, and approval to transfer \$2,194,855.71 from various 2017 SPLOST projects to 17TAL (list attached). (pages 54-62)
10. Request to award Bid #2191-B; Resurfacing FY23 to C.W. Matthews, Inc. in the amount of \$2,758,308.35. (pages 63-68)
11. Request to approve Fayette County Fire & Emergency Services to purchase up to 12 Stryker LifePak 15 cardiac monitor/defibrillators at a price of \$542,800. (pages 69-80)
12. Consideration of a request from Southside Church in Fayetteville to use the library parking lot during Sunday services on a continuous basis. (pages 81-84)

**ADMINISTRATOR'S REPORTS:**

- A. Contract #2179-A: Water System Admin Bathroom Renovation (pages 85-86)

**ATTORNEY'S REPORTS:**

**COMMISSIONERS' REPORTS:**

**EXECUTIVE SESSION:**

**ADJOURNMENT:**

# COUNTY AGENDA REQUEST

Page 4 of 84

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Recognition of the Fayette County 10th Annual Merry Door Decorating Contest winners.

## Background/History/Details:

Each year, county departments participate in the door decorating contest in honor of the Christmas holiday season.

The winning departments for 2022 are:

1st Place-Marshall's Office

2nd Place- Tax Assessors

3rd Place-Public Works

This seasonal event builds team work and creativity and brings a festive appearance to the departments.

## What action are you seeking from the Board of Commissioners?

Recognition of the Fayette County 10th Annual Merry Door Decorating Contest winners.

## 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:





# PUBLIC WORKS

3<sup>rd</sup> Place





**TAX  
ASSESSORS**

*2ND Place*

*1st Place*

**MARSHAL'S  
OFFICE**









# COUNTY AGENDA REQUEST

Page 10 of 84

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Approval of Task Order #1 of Contract #2128-B; Annual Contract for Waterline Extensions for FY23, to allow Shockley Plumbing to install the water main extension to connect to the Coweta County Water System for a not-to-exceed amount of \$202,568.

## Background/History/Details:

The Coweta County Interconnectivity project requires an approximate 1,000 LF water main extension of 12" DIP and appurtenances from Wynnmeade Parkway to Line Creek along Hwy 54. This water system extension is required to fulfill the Intergovernmental Agreement with the Coweta County Water and Sewerage Authority executed on April 14, 2022.

## What action are you seeking from the Board of Commissioners?

Approval of Task Order #1 of Contract #2128-B; Annual Contract for Waterline Extensions for FY23, to allow Shockley Plumbing to install the water main extension to connect to the Coweta County Water System for a not-to-exceed amount of \$202,568.

## If this item requires funding, please describe:

Funding is available in WS CIP Project 507-542540-22WSF in the amount of \$808,875.80 as of December 9, 2022.

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](http://www.fayettecountyga.gov)

To: Steve Rapson

Through: Ted L. Burgess 

From: Natasha M. Duggan 

Date: January 12, 2023

**Subject: Contract 2128-B: Annual Contract for Waterline Extension  
 Task Order 1: Coweta Waterline Connection**

The Water System must respond to needs for emergency or other non-routine repairs, extensions, or similar work on the water distribution system. On August 11, 2022, the Board of Commissioners awarded Contract 2128-B to Shockley Plumbing Co., Inc. which allows task orders to be issued to establish a not-to-exceed or fixed price for each project.

This task order requests authorization to extend approximately 820 linear feet (LF) of 12" ductile iron pipe (DIP) with meter vault and appurtenances along SR54 from Wynnmeade Parkway to Line Creek (Attachment 1). This extension is required to fulfill the Intergovernmental Agreement with the Coweta County Water and Sewerage Authority executed on April 14, 2022. Without this waterline extension the connection with Coweta County will not be possible.

A Contractor's Evaluation is attached for previous work (Attachment 2).

Specifics of the proposed task order are as follows:

<b>Contract Name</b>	#2128-B: Annual Contract for Waterline Extension		
<b>Contractor</b>	Shockley Plumbing Co., Inc.		
<b>Type of Contract</b>	Annual, indeterminate quantity, fixed unit price contract		
<b>Task Order</b>	#1 Coweta Waterline Connection		
<b>Not to Exceed Amount</b>	\$202,568.00		
<b>Budget:</b>			
Fund	507	Water System CIP	
Org Code	507		
Object	542540		
Project	22WSF	Interconnectivity	
Available	\$808,875.80	As of 12/14/2022	



## SHOCKLEY PLUMBING, INC.

1749 HABERSHAM CHURCH ROAD  
PERKINS, GEORGIA 30442

Page 12 of 84

K.R. SHOCKLEY  
Mobile: (770) 550-5083  
Fax: (478) 982-4131

R.W. SHOCKLEY  
Mobile: (770) 550-5085  
E-mail: robertshockley@att.net

Estimate

INVOICE NO. 4178

DATE: 12-2-2022

JOB:

Hwy 54 + Line Creek

TO: John Caldwell

Because this project is over 600 feet  
it will be Billed according to the  
Contract

1. Mobilization	1 x 2,000	2,000
5. 12 inch DIP	820' x 90.00 92	<del>73,800</del> 75,440
9. Fittings	.35 ton x 13,000	4,550
10. Fire Hydrant	2 x 6,000 6270	<del>12,000</del> 12,540
29. 12 inch Gate Valve	2 x 4,000 4184	<del>8,000</del> 8,368
33. Clearing	1 acre x 1,000	1,000
34. Pavement Repair	24 tons x 500	12,000
34a. Concrete Repair	85 y <sup>2</sup> x 10	850
35. Trench Rock	118 y <sup>3</sup> x 200	23,600
39. 1 inch. Short Service	2 x 1200	2,400
43. Grassing	.5 acre x 6,000	3,000
45. Silt Fence	1400' x 2.50	3,500
46. Ditch Check Dams	8 x 250	2,000
47. Rip Rap	20 tons x 90	1,800
48. Mulch Mat	160 y <sup>2</sup> x 2.00	320
50. Concrete Thrust Block	8 y x 200	1,600
72. Stabilization Stone	20 ton x 45	900

Continued on following Page





# SHOCKLEY PLUMBING, INC.

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1749 HABERSHAM CHURCH ROAD  
PERKINS, GEORGIA 30442

K.R. SHOCKLEY  
Mobile: (770) 550-5083  
Fax: (478) 982-4131

R.W. SHOCKLEY  
Mobile: (770) 550-5085  
E-mail: robertshockley@att.net

Estimate 4178

INVOICE NO. ~~4179~~

DATE: 12-2-2022

JOB:

Hwy 54 & Line Creek

Tie in by the Hour

73A. Trackhoe 40 hours x 170 6800

73B. Rubber tired 80 hours x 160 12,800

73C. 5 Man Crew 40 hours x 275 11,000

Subtotal

30,600

78A. Overdepth 6'-8' 200' x 3 600

78B. Overdepth 8'-10' 100' x 5 500

79 Performance and Payment Bond 15,000

Total

\$ ~~200,020~~ RWS

\$ 202,568

Thank You

R.W. Shockley

770 550 5085

This Estimate does not cover anything between the 2  
12 inch GI's for the vault.

## 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: Shockley Plumbing, Inc.	Contract Number: 1825-B
Mailing Address: 1749 Habersham Church Road	Contract Description or Title: Annual Contract for Waterline Extensions
City, St, Zip Code: Perkins, GA 30442	Contract Term (Dates) From: October 2020-Present
Phone Number: N/A	Task Order Number:
Cell Number: 770-550-5085	Other Reference:
E-Mail Address: robertshockley@att.net	

### 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.

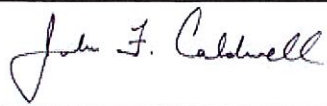
**SATISFACTORY (Sat)** - Vendor met minimum contractual requirements or performance expectations of the products/services.

**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: 07/28/2022
Print Name: John Caldwell	Department/Division: Water System
Title: Engineer	Telephone No: 770-320-6043



## CONTRACTOR PERFORMANCE EVALUATION

### Explanation of Outstanding or Unsatisfactory Ratings

Page 2

Company Name:

Contract Number:

**EXPLANATIONS / COMMENTS**

1. Do not submit page 2 without page 1.
2. Use this page to explain evaluations of *Outstanding* or *Unsatisfactory*.
3. Be specific (include paragraph and page numbers referenced in the applicable contract, etc.). Continue on separate sheet if needed (show company name and contract number or other reference)

**6. Timeliness and accuracy of invoicing**

Invoicing for completed work should be submitted in a more timely manner.

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

**FAYETTE COUNTY WATER SYSTEM**  
**REQUISITION/PURCHASE ORDER ENTRY**  
**SHOCKLEY TASK ORDER DETAIL**

*Task Order Form must be completed and Notice to Proceed issued before work can commence*

**Task Order Detail:**

Vendor Name:	Shockley Plumbing
Task Order Name:	Coweta Interconnectivity
Task Order #:	
Estimated Start Date:	March 2023
Length of Project:	~820 LF
Estimated Cost:	\$202,568
Budget Account:	507-542540-22WSF
Available Funding:	<b>\$808,875.80</b>
Task Order Manager:	<b>John Caldwell</b>

**Scope of Work:**

To extend ~8200 LF of 12" DIP with meter vault and appurtenances along SR 54 from Wynnmeade to Line Creek

**Reason for Task Order:**

To provide for interconnectivity with Coweta County

**Impact if Not Approved:**

We will not be able to connect with Coweta County if not approved

**Required Backup Documentation:**

- ☒ Quote/Estimate
- ☐ Vendor Scope of Work

**Additional Comments:**

Vault prices will need to be provided for under separate cover. Pipe needs to be ordered ASAP due to long and uncertain lead times

Form Completed By: John F Caldwell

Form Completed Date: 6 December 2022

**STATE OF GEORGIA****COUNTY OF FAYETTE****INTERGOVERNMENTAL AGREEMENT BETWEEN  
COWETA COUNTY WATER & SEWERAGE AUTHORITY AND  
FAYETTE COUNTY, GEORGIA FOR WATER SUPPLY**

THIS AGREEMENT entered into the 14 day of April, 2022, by and between COWETA COUNTY WATER & SEWERAGE AUTHORITY, a body politic of the State of Georgia (hereinafter, the "Authority") and FAYETTE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners (hereinafter, the "County"), collectively referred to as "Parties."

**RECITALS**

**WHEREAS**, the Authority owns and operates the Coweta County Water System which serves as the potable water system for residents and businesses in Coweta County, Georgia (hereinafter, the "Coweta Water System"); and

**WHEREAS**, the County owns and operates the Fayette County Water System which serves as the potable water system for residents and businesses in Fayette County, Georgia (hereinafter, the "Fayette Water System"); and

**WHEREAS**, the Authority and the County desire to enter into a water supply agreement in furtherance of their operations to provide potable water to the residents and businesses within their respective jurisdictions.

**NOW, THEREFORE**, in consideration of the mutual covenants and benefits flowing between the Parties as set forth more fully below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as

follows:

## **ARTICLE 1.**

### **LEGAL AUTHORITY**

The County and the Authority are authorized to enter into an intergovernmental agreement in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. Each of the Parties herein covenants that it has the requisite legal authority to provide the services, perform the functions, and otherwise do all things necessary, convenient, and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by implication.

## **ARTICLE 2.**

### **OBLIGATIONS OF THE COUNTY**

2.1 Line Extension. The County shall provide the line extension and all associated infrastructure to extend the Fayette Water System to the Coweta County/Fayette County, Georgia line located on Highway 54 at Line Creek. The County shall provide any infrastructure needed to supply water to, and to receive water from, the Authority. The County shall maintain the line extension and all associated infrastructure located in Fayette County. The County shall contribute one-half (50/50) of the actual cost towards the boring under Line Creek at Highway 54 (hereinafter, the "Connection Area"), but in no event shall the County's contribution exceed \$425,000.

2.2 Cost. Should the County request water from the Authority, the County shall pay the Authority's wholesale rate or \$2.67 per one thousand (1,000) gallons, whichever is less, to the Authority for any water received by the County and shall be billed on a monthly basis.



2.3 Access. The County shall provide the Authority with twenty-four hour, seven days a week water supply at an average annual volume of 1.0 MGD to the Connection Area for water supply.

### ARTICLE 3.

#### OBLIGATIONS OF THE AUTHORITY

3.1 Line Extension. The Authority shall provide the line extension and any associated infrastructure to extend the Coweta Water System to the Coweta County/Fayette County Georgia line located on Highway 54 at Line Creek. The Authority shall provide any infrastructure needed to receive water from, and supply water to, the County. The Authority shall maintain the line extension and all associated infrastructure located in Coweta County. The Authority shall provide for the boring under Line Creek at Highway 54, which is separate from the line extension referenced in Section 2.1 above and this Section 3.1. The Authority shall pay all costs for the boring under Line Creek and understands that the County will contribute one-half of the amount of those costs. However, the Authority understands that the County's contribution is capped at \$425,000.

3.2 Cost. The Authority shall pay the wholesale rate of \$2.67 per 1,000 gallons of water to the County for any water received from the Fayette Water System and shall be billed on a monthly basis.

3.3 Access. The Authority shall provide the County with water up to an average annual volume of 1.0 MGD, if requested by the County. The Authority shall agree to take an average annual water volume of 1.0 MGD (365 million gallons annually). However, the Authority shall not draw a volume of water from the County in excess of 2.0 MGD in any

twenty-four hour period. The Authority may submit a written request for an additional average annual volume of 1.0 MGD at any time during the Initial Term or any Renewal Term, as those terms are defined herein. It will be up to the County to determine whether or not any volume of water above the 1.0 MGD is available for the Authority to purchase.

#### **ARTICLE 4.**

##### **TERMINATION**

This Agreement shall terminate unless either Party provides written notice during the Initial Term or any Renewal Term, as the case may be, as those terms are defined herein, at least ninety (90) days prior to the end of the Initial Term, or the Renewal Term, of this Agreement.

#### **ARTICLE 5.**

##### **TERM**

The term of this Agreement shall be five (5) years (the “Initial Term”). This Agreement may be renewed for an additional term of one (1) year (a “Renewal Term”). A Renewal Term is not automatic. Should either Party provide written request for a Renewal Term, such written request must be received by the other Party at least ninety (90) days prior to the end of the Initial Term, or any Renewal Term, as the case may be. The other Party may agree to the Renewal Term by providing written confirmation of agreement within ten (10) days of receiving the written request. Any subsequent Renewal Term, if any, may be renewed under the same terms and conditions as the original Renewal Term. The total duration for the Initial Term and subsequent consecutive Renewal Terms shall not exceed fifty (50) years.



**ARTICLE 6.****RATE**

The rate that the County shall charge for the water supply shall be billed monthly at \$2.67 per one thousand (1,000) gallons. The rate that the Authority shall charge for the water supply shall be billed monthly at \$2.67 per one thousand (1,000) gallons, or the Authority's wholesale rate, whichever is less.

**ARTICLE 7.****MISCELLANEOUS**

7.1 **Emergency.** If either Party is confronted by an emergency event or stoppage over which they have no control, it is understood and agreed that this Agreement does not obligate either Party to guarantee continuity of water service, or the delivery of any specific quantity of water.

7.2 **Damage.** Neither Party will be liable for any failure, interruption or shortage of water, or any loss or damage resulting therefrom.

7.3 **Water Restriction.** If either Party, in its discretion, institutes water restrictions, the receiving Party must also institute the same or more severe restrictions for water conservation to the same degree as the most restrictive provider's restrictions to the initiating water restriction entity.

7.4 **Indemnity.** To the extent provided by law, the Authority and the County shall each indemnify, defend and hold the other harmless from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' and consultants' fees, costs and expenses) (collectively "Losses") arising from the indemnifying Party's breach of any

term or condition of this Agreement or from the negligence or misconduct of the indemnifying Party or its agents, employees or contractors. The duties described in this Paragraph shall apply as of the effective date of this Agreement and survive the termination of this Agreement.

7.5 Severability. If any provision of this Agreement is invalid or unenforceable with respect to any Party, then the remainder of this Agreement, or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by law; if fulfillment of any provision of this Agreement, or performance of any transaction related hereto, at the time such fulfillment or performance shall be due, shall involve transcending the limit of validity prescribed by law, then the obligation to be fulfilled or performed shall be reduced to the limit of such validity.

7.6 Binding Effect. This Agreement shall be binding on and inure to the benefit of the respective party's successors and permitted assignees.

7.7 Governing Law. This Agreement shall be construed by the laws of the State of Georgia. The Authority and the County consent to the venue and jurisdiction of the Superior Court of Fayette County, Georgia.

7.8 Captions and Recitals. The captions and recitals of this Agreement are to be construed as part of this Agreement.

7.9 No Waiver. No provision of this Agreement shall be deemed to have been waived by either Party unless the waiver is in writing and signed by the Party against whom enforcement is attempted, nor shall a waiver by a Party of any right hereunder at any given time be deemed a waiver thereof for any other time.

7.10 Notice. Any notice required to be given in this Agreement will be made to the address of other parties set forth below:

County:

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

Authority:

CEO  
Coweta County Water & Sewerage Authority  
545 Corinth Road  
Newnan, Georgia 30263

**IN WITNESS WHEREOF**, the County and Authority have executed this Agreement as of the date first above written.

COWETA COUNTY WATER & SEWERAGE  
AUTHORITY

by:

  
\_\_\_\_\_  
Chairman

BOARD OF COMMISSIONERS OF  
FAYETTE COUNTY, GEORGIA

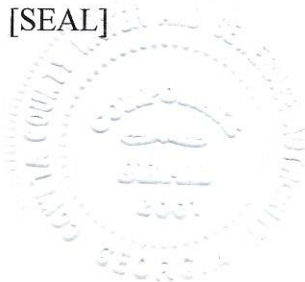
by:

  
\_\_\_\_\_  
LEE HEARN, Chairman

ATTEST:

  
\_\_\_\_\_

[SEAL]



ATTEST:

  
\_\_\_\_\_  
Tameca P. Smith, County Clerk

[SEAL]





# FCWS - CCWSA WATER MAIN INTERCONNECTION

ISSUED FOR 60% REVIEW  
NOVEMBER 2022

OWNER:



ENGINEER OF RECORD:

LEGAL ENTITY: ARCADIS-U.S., INC.



2839 PACES FERRY ROAD, SUITE 400, ATLANTA, GA 30339-3769  
TEL: 770.431.8666 FAX: 770.435.2666  
www.ARCADIS.com

DRAWING INDEX	
DRAWING NUMBER	DRAWING NAME
GENERAL	
G-01	COVER SHEET
G-02	GENERAL NOTES, LEGEND & ABBREVIATIONS
G-03	OVERALL PROJECT AREA PLAN
CIVIL	
C-01	PLAN AND PROFILE
C-02	PLAN AND PROFILE
C-03	CIVIL DETAILS (1 OF 5)
C-04	CIVIL DETAILS (2 OF 5)
C-05	CIVIL DETAILS (3 OF 5)
C-06	CIVIL DETAILS (4 OF 5)
C-07	CIVIL DETAILS (5 OF 5)
EROSION AND SEDIMENT CONTROL	
ESC-01	EROSION AND SEDIMENT CONTROL LEGEND & NOTES
ESC-02	EROSION AND SEDIMENT CONTROL PLAN
ESC-03	EROSION AND SEDIMENT CONTROL DETAILS (1 OF 3)
ESC-04	EROSION AND SEDIMENT CONTROL DETAILS (2 OF 3)
ESC-05	EROSION AND SEDIMENT CONTROL DETAILS (3 OF 3)
ELECTRICAL	
E-01	GENERAL NOTES, LEGEND & ABBREVIATIONS
E-02	ELECTRICAL SITE PLAN
E-03	ONE LINE DIAGRAM AND PANELBOARD SCHEDULE
E-04	INTERCONNECT DIAGRAM
E-05	POWER PLAN
E-06	ELECTRICAL DETAILS (1 OF 2)
E-07	ELECTRICAL DETAILS (2 OF 2)
INSTRUMENTATION & CONTROLS	
I-01	GENERAL NOTES, LEGEND & ABBREVIATIONS
I-02	P&ID
I-03	RTU CONTROL PANEL LAYOUT AND NETWORK BLOCK DIAGRAM
I-04	DETAILS
GRAY TEXT INDICATES THAT DRAWING IS NOT INCLUDED IN THIS SUBMITTAL	



Know what's below.  
Call before you dig.

ARCADIS ASSUMES NO RESPONSIBILITY FOR EXISTING UTILITY LOCATIONS (HORIZONTAL AND VERTICAL). THE EXISTING UTILITIES SHOWN ON THESE DRAWINGS HAVE BEEN PLOTTED FROM THE BEST AVAILABLE INFORMATION. IT IS, HOWEVER, THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.



LEGAL ENTITY:  
ARCADIS U.S., INC.  
2389 PACES FERRY RD SUITE 900  
ATLANTA, GA 30339  
TEL: 770-431-8666  
WWW.ARCADIS.COM

CONSULTANTS

SEALS

60% SUBMITTAL  
NOT FOR CONSTRUCTION

FAYETTE COUNTY,  
GEORGIA



FCWS - CCWSA WATER  
MAIN INTERCONNECTION

GA-54  
PEACHTREE CITY, GA 30269

REVISIONS

B	11/19/2022	60% SUBMITTAL	TT
A	10/28/2022	CONCEPT	TT
NO.	DATE	ISSUED FOR	BY

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2022

PROJECT STATUS: 60% SUBMITTAL

PROJECT NO.:	30135780
DATE:	NOVEMBER 2022
DESIGNED BY:	E. ROBINSON
DRAWN BY:	A. CRAIN
CHECKED BY:	T. TITTLE

SHEET TITLE

CIVIL

COVER SHEET

SCALE: AS SHOWN

DRAWING NO.: G-01

SHEET NO.: 1 OF 26



VICINITY MAP

NOT TO SCALE



LOCATION MAP

NOT TO SCALE





LEGAL ENTITY:  
ARCADIS U.S., INC.  
2389 PACES FERRY RD SUITE 900  
ATLANTA, GA 30339  
TEL: 770-431-8666  
WWW.ARCADIS.COM

CONSULTANTS

SEALS

60% SUBMITTAL  
NOT FOR CONSTRUCTION

FAYETTE COUNTY,  
GEORGIA



FCWS - CCWSA WATER  
MAIN INTERCONNECTION

GA-54  
PEACHTREE CITY, GA 30269

REVISIONS

B	11/18/2022	60% SUBMITTAL	TT
A	10/28/2022	CONCEPT	TT
NO.	DATE	ISSUED FOR	BY

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2022

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PROJECT NO.: 30135780  
DATE: NOVEMBER 2022  
DESIGNED BY: E. ROBINSON  
DRAWN BY: A. CRAIN  
CHECKED BY: T. TITTLE

SHEET TITLE

CIVIL

OVERALL PROJECT  
AREA PLAN

SCALE: AS SHOWN

DRAWING NO.: G-03

SHEET NO.: 3 OF 26





**BOARD OF COUNTY COMMISSIONERS**

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

Consent #6



**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**

December 8, 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 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month at 5:00 p.m.

**Call to Order**

Chairman Lee Hearn called the December 8, 2022 Board of Commissioners meeting to order at 2:01 p.m.

**Invocation and Pledge of Allegiance by Chairman Lee Hearn**

Chairman Hearn offered the Invocation and led the audience in the Pledge of Allegiance.

**Acceptance of Agenda**

Vice Chairman Edward Gibbons moved to accept the agenda as written and to move items #17 and #18 to the front of the meeting before the public hearings. Commissioner Charles Oddo seconded. The motion passed 5-0.

Vice Chairman Gibbons amended the motion to include adding the annexation from the City of Fayetteville. Commissioner Oddo amended the second. The motion passed 5-0.

**PROCLAMATION/RECOGNITION:**

**1. Recognition of Mrs. Vicki Turner and the Fayette Fire Foundation for their continued service to the Fayette County Fire & Emergency Services and the citizens of Fayette County.**

Fire Chief Jeffrey Hill presented this item to the Board. He stated that he would provide an overview of the Fayette Fire Foundation, recognize the recipients of the scholarships from the Fayette Fire Foundation, and recognize the Fayette Fire Foundation officers for the year.

Chief Hill recognized Mrs. Vicki Turner, as the chair of the foundation and the outstanding service she provided to the foundation. He also recognized, Vice Chair Michael Hofrichter, Treasurer Melody Myer and Secretary Sherry Singletary.

**2. Recognition of Government Finance Officers' Association Certificates of Achievement for Excellence in Financial Reporting for Fayette County's Annual Comprehensive Financial Report for the fiscal year ended June 30, 2021.**

County Administrator Steve Rapson presented the recognition to the Chief Financial Officer Sheryl Weinmann and Water System Director Vanessa Tigert.

**3. Recognition of Government Finance Officers' Association Certificates of Achievement for Excellence in Financial Reporting for Fayette County Water System Annual Comprehensive Financial Report for the fiscal year ended June 30, 2021.**

Mr. Rapson also presented the Specialty Track certificates to Animal Control Jerry Collins, Road Department Director Steve Hoffman and Road Department Assistant Director Bradley Klinger.

Vice Chairman Gibbons acknowledge Mr. Rapson for also receiving a Specialty Track certificate in County Operations.

**PUBLIC HEARING:**

Planning and Zoning Director Deborah Bell read the *Introduction to Public Hearings for the Rezoning of Property* into the record and she introduced the first item of Public Hearing to the Board.

**4. Consideration of a new 2022/2023 Retail Alcohol Beer and Wine License (C22-00943) for Azhar Khan, doing business as Mini Mart, which is located at 1467 Hwy 92 North, Fayetteville, GA 30214.**

Chief Marshal Lem Miller stated that staff received an application for a retail license to sell alcohol beverages at 1467 Hwy 92 North, Fayetteville. Staff reviewed the application and recommended approval.

No one spoke in favor or in opposition of this request.

Commissioner Oddo moved to approve a new 2022/2023 Retail Alcohol Beer and Wine License (C22-00943) for Azhar Khan, doing business as Mini Mart, which is located at 1467 Hwy 92 North, Fayetteville, GA 30214. Vice Chairman Gibbons seconded. The motion passed 5-0.

**5. 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 October 27, 2022 Board meeting.**

Mrs. Bell stated that the Planning Commission recommended approval at the September 1, 2022 Planning Commission meeting. The entire parcel was currently zoned A-R; however, the Land Use Plan divided the land use on the parcel between Limited Commercial and Low Density Residential. Mrs. Bell stated that given the configuration of the property and location of a major powerline in the center of the property, staff believed a residential use would be incongruous use on the southern half of the parcel and made the following recommendations:

1. Denial of the request to rezone to C-C.
2. Recommended conditional approval of the request to rezone but recommended the parcel be rezoned to L-C-2 (Limited Commercial-2). Staff's opinion was that the L-C-2 zoning district would allow the applicant to develop the proposed project while maintaining the desired character of the Starr's Mill Historic District.

If approved the recommended conditions were as followed:

1. Padgett Road is a Collector per the Fayette County Thoroughfare Plan. The owner/ developer shall dedicate right-of-way, as needed, to provide 40-feet as measured from the existing centerline of Padgett Road.
2. Owner/applicant shall coordinate all access points with GDOT's (Georgia Department of Transportation) proposed projects at the intersection of Highway 74 and Highway 85.
3. No residential access through the proposed commercial development.
4. Improve the existing Padgett Road driveway shown on the site plan to commercial driveway design standards during LDP (land disturbance permit) and remove all other driveway access points on Padgett Road.
5. A 100' vegetated buffer shall be provided adjacent to the residentially zoned parcels in unincorporated Fayette County to the south and west of the project. No encroachment of stormwater detention or other uses shall be allowed in the buffer.

Mr. Richard Ferry, Agent stated that they agreed to the conditions. He continued that the proposed project could be accomplished under a L-C-2 zoning, so he was good with that. He stated that the property had a powerline and a gas easement and created a barrier between the different uses on a commercial plot. He stated that he would use the buffer to be the difference between where the gas station would be on the corner and other uses in the back that would remain commercial. The access drive was in front of the gas easement, so there was no impact to the residential properties to the south and west. Mr. Ferry stated that he understood that under the L-C-2 and under the overlay, it was a much smaller building as permitted, so the architect designed what a building "could" look like. He concluded that the request was to zone the property according to the County's conditions.

Mr. Dennis Shell stated that his father owned the property for over 50 years, and it was a gas station on the corner that was condemned by the state. He continued that he understood the concerns about traffic, but there was an existing traffic problem there now. He stated that he did not see where a gas station would create more of a traffic problem.

No one spoke in opposition of this request.

Commissioner Oddo moved to approve Petition No. 1322-22, Robert C. Shell, Owner; LDO Fayette, LLC, represented by Richard Ferry, Agent, request to rezone 12.591 acres from A-R to L-C-2 to develop a convenience store with fuel 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 with five (5) conditions. Vice Chairman Gibbons seconded.

Commissioner Eric Maxwell stated that he understood that the convenience store/gas station was going to be on the north side of the property. He asked what was going to be on the other side of the property.

Mr. Ferry stated that there were no plans for that area. He stated that the goal was to build something that fit into a community environment, perhaps a restaurant. It would be something with low impact and within the county's code. He stated that there would be 100-foot buffer to protect the houses.

Mrs. Bell stated that to the south of the property was residential.

Commissioner Maxwell stated that he was concerned about what could happen to the backside of the property. He stated that if the Board rezoned the property, it would open other opportunities to do something other than a gas station "back there".

Mr. Ferry reiterated that there were no plans for that side of the property. He stated that he had not reviewed everything that was available under L-C-2. He stated that there were some limitations because the property was in the Starr's Mill commercial area.

Mrs. Bell stated that there were 19 permitted uses under L-C-2 as compared to a Conditional C-C or C-H zoning, which had a longer list. She stated that there were a few conditional uses.

Commissioner Maxwell stated that he was familiar with this area. He stated that the land was very open. He stated that his concern was that any other building placed on the property would be consistently designed for the area. He asked staff if that would be required.

County Administrator Steve Rapson stated that it would follow the Starr's Mill Overlay.

Mrs. Bell stated that the L-C-2 had some architectural guidelines that were very similar to the Starr's Mill Overlay, but the Board could amend an added condition that would require this to abide by the architectural guidelines that apply to the Starr's Mill Overlay.

Mr. Ferry stated that they would want to do something similar in the back to what was going to be done in the primary area of the property.

Commissioner Maxwell asked how to fix this.



Assistant County Attorney Ali Cox stated that the Board could add a condition on the rezoning to apply the Overlay District to the back of the parcel.

Commissioner Maxwell asked Mr. Ferry if the plan was to have three pumps at the gas station.

Mr. Ferry stated that he believed he was limited to three pumps per the zoning.

Commissioner Maxwell stated that he wanted this to be consistent with what was done with the last zoning across the street.

Mr. Ferry stated that he was fine with the condition.

Commissioner Maxwell stated that he did not recall what was done with the last property, but that was what he wanted to vote on for this request.

Mrs. Cox made comments. (inaudible)

Mr. Rapson stated that the front part of the parcel where the gas station would be was in the overlay. The back part of the property was not, which was why staff recommended the conditional architectural. He stated that the overlay in the front had the restrictions on the number of pumps. He stated that if he recalled, the limit was four or five pumps and the applicant agreed to three. He stated that having the applicant to agree to three pumps made it conditional use.

Commissioner Maxwell stated that was what he was trying to do.

Mr. Ferry stated that he would agree to the same number of pumps as the one across the street.

Mr. Rapson confirmed that it was three pumps.

Mr. Rick Lindsey stated that he gave the Board his word. He checked the record with the Governor's office, and they did close it and a deed restriction was there. He stated that the agreed-on number of pumps was four.

Mr. Ferry stated that he would agree to the deed restriction as well.

Commissioner Maxwell asked if the motion could be amended to include the four pumps, deed restriction, as well as including the architectural rendering for the back of the gas station.

Commissioner Oddo amended the motion to approve Petition No. 1322-22, Robert C. Shell, Owner; LDO Fayette, LLC, represented by Richard Ferry, Agent, request to rezone 12.591 acres from A-R to L-C-2 to develop a convenience store with fuel 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 with five (5) conditions, and to include the four pumps, deed restriction, as well as the architectural rendering for the back of the gas station. Vice Chairman amended the second.

Commissioner Rousseau asked Mrs. Bell if L-C-2 prevented the Board from coming back to change the Comprehensive Plan.

Mrs. Bell stated that we would still need to address the Comprehensive Plan, but it would be a smaller amendment than what was discussed previously. She stated that the Comprehensive Plan called it L-C-1. She stated that if the Comprehensive Plan was amended to just say, "L-C", that would encompass both L-C-1 and L-C-2. Mrs. Bell stated that would prevent an expansion of uses and keep things more in line with the historic district goals.

Commissioner Rousseau asked if this would still need to come back to the Board, if approved for L-C-2 and the other conditions, to modify the Land Use Plan.

Mrs. Bell stated that the petition itself would not come back to the Board, but yes, the Board would have to modify the Land Use Plan.

Commissioner Rousseau stated that the Board did that several years ago, creating the overlay district.

Mrs. Bell stated yes.

Commissioner Rousseau stated that he had some reservations that this was two to three years into the overlay. He stated that COVID compromised what might have happened with development, in the area of corridors. He stated that even with the applicant agreeing to L-C-2, it put the Board in a position of revising the Comprehensive Plan.

Mrs. Bell stated that staff would need to revisit the Comprehensive Plan regardless of the Board's decision on this case, based on the parcel across the street.

Commissioner Oddo amended the motion to approve Petition No. 1322-22, Robert C. Shell, Owner; LDO Fayette, LLC, represented by Richard Ferry, Agent, request to rezone 12.591 acres from A-R to L-C-2 to develop a convenience store with fuel 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 with five (5) conditions, and to include extending the Starrs Mill architectural standards to the entire property, limiting the number of pumps to four and the deed restriction. Vice Chairman Gibbons amended the second. The motion passed 4-1. Commissioner Rousseau voted in opposition.

**6. 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 four (4) single-family residential lots; property located in Land Lot(s) 254 of the 5th District and fronts on Kenwood Road and South Kite Lake Road. This item was tabled at the October 27, 2022 meeting.**

Mrs. Bell stated that the Planning Commission recommended approval of the request with two conditions. She stated that as defined in the Comprehensive Plan, the R-45 single family residential was designated for the area and based on the investigation and staff analysis, staff recommended conditional approval of the request for rezoning from A-R to R-45 single family residential with the recommended conditions as amended at the Planning Commission meeting.

1. The applicant must apply for a variance for the size of the guesthouse on Lot 1, to allow a guesthouse that is 768 heated square feet to remain, prior to approval of the Final Plat of the proposed minor subdivision. If the requested variance is not approved, the guesthouse must be modified to meet zoning requirements or must be removed.

2. The applicant shall meet all Environmental Health Department requirements and verify that the proposed new property lines do not interfere with the existing drain field lines.

Randy Boyd, Agent, stated that Mr. Holland bought the property in 1969, Mrs. Holland, 86 years old, and wanted to sell the property. Mr. Holland passed in 2009. He stated that the existing zoning was A-R, and the request was to rezone to R-45. The property was one-acre with an 1,800 square foot house and was in compliance with the Land Use Plan. Mr. Boyd stated that Mrs. Holland would agree to the conditions, but in the agenda packet they noticed an arbitrary 30-day time limit to apply to the Zoning Board of Appeals for the size of the house. He stated that they did not agree to that condition with the Planning Commission, and he would ask that the Board remove that condition. He stated that with the holidays and Mrs. Holland's age, they would like the ability to develop the property as submitted on the site plan. He continued that if someone was to come forward and purchase the entire property then there would be a 30-day situation to try to have taken care of. He stated that he did not believe there was a 30-day time limit in the zoning ordinance that he was required to follow. He stated that if he was wrong, he wanted to know why it was not brought up in the Planning Commission meeting. He stated that he agreed to take care of it, but he requested that the time element be removed.

Chairman Hearn asked Mr. Boyd if he would agree to 120-days.

Mr. Boyd stated yes.

Commissioner Rousseau asked if it was policy or was it arbitrary.

Mr. Rapson stated that there was some confusion. He stated that staff was not asking that it be completed in 30-days, but instead was asking that the application be submitted within 30-days.

Commissioner Rousseau asked was it policy or arbitrary.

Mr. Rapson stated that after speaking with the County Attorney Dennis Davenport, he was adamant that there should be a time restriction that was reasonable. He stated that staff believed 30-days to apply was a reasonable expectation.

Mr. Boyd asked if that should be in the ordinance so that people like him would know that and time the rezoning request appropriately.

Chairman Hearn agreed. He asked Mr. Boyd if he was ok with 90-days.

Mr. Boyd stated that he would be ok with 120-days.

Commissioner Rousseau wanted 90-days.

Mr. Boyd asked if the rezoning triggered the submitting of the application or would the splitting of the lots trigger it.

Mrs. Bell stated that the request triggered the recommendation for a variance. She stated that if someone requested a permit on that parcel that would also trigger a recommendation for a variance simply because the guesthouse exceeded the parameters per square footage outlined in the ordinance.

Mr. Boyd asked if the rezoning required that a variance had to be requested or if left alone, could it stand on its own and go back to business as usual.

Mrs. Cox stated that it was a condition of the rezoning so it would be taken back before the Planning Commission to rezone if the variance was not applied for.

Mr. Boyd asked why it was coming up now.

Commissioner Maxwell stated that if there was a policy, then everyone needed to know that there was a policy. He stated that he heard about this a month ago on another property. He stated that it had never been an issue and now it was an issue.

Commissioner Maxwell stated that Mr. Boyd went before the Planning Commission without anyone mentioning the timeframe and now it was being brought up as a requirement that was not required by Planning Commission. He stated that it was not in their motion. He stated that if the County Attorney had a strong opinion about the requirement, it should be included in the ordinance, so people are not surprised when coming before the Board. He stated that he would like to approve this item without any time period.

Commissioner Rousseau stated that he agreed with Commissioner Maxwell that something should not be arbitrary imposed if it was not policy.

Mr. Rapson stated that it was something that could be addressed and put in the ordinance as a proper next step for staff, however what was triggering this was the actual rezoning itself that would create a non-compliance issue that would require a variance. The concern was that once the Board voted to change the zoning, the variance could never happen. Staff was trying to add the time limit to ensure the variance was addressed in a timely manner. He stated that there should be a time limit so that the applicant understood that a rezoning was being requested that would cause the variance to exist, then there would be a timeframe to resolve that.

Commissioner Rousseau stated that it was not his intent to bring up discussion because the applicant was still raising concerns. He stated that he was just asking about procedural questions. He stated that he had concerns that he would express during discussion.

Mr. Boyd stated that assuming that the petition was approved, and the applicant sold the property, and nothing was done to get the variance, what was the harm to the county because it had been there since 1978 or longer. He stated that it needed to be in

the ordinance so that the applicants would know how to plan. He stated that he would do whatever the Board suggested. He stated that if a timeframe was going to be added, he respectfully asked that it be a 120-days.

No one spoke in favor or opposition of this item.

Vice Chairman Gibbons moved to approve 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 four (4) single-family residential lots; property located in Land Lot(s) 254 of the 5th District and fronts on Kenwood Road and South Kite Lake Road with no time limit on the conformity of the guesthouse with the two conditions. Commissioner Maxwell seconded.

Vice Chairman Gibbons stated that he agreed with Commissioner Maxwell that the requirements should be outlined in the ordinance. He stated that he could not image that this was the first time that someone requested a rezoning that was condition based, and one of the conditions was that a variance was required for an existing structure. He stated that he did not want to see a 120-day time limit added to this request and then the Board hear another request, and the applicant did not get a time limit for requesting a variance. He continued that it should be in the ordinance and if it was not there, then it was a "lick" on the Board, it was not the applicant's mistake. He stated that he had no problem with the conditions as written in the agenda packet.

Commissioner Oddo stated that he could not say that this was the first time that there was a time limit made as part of the condition. He stated that he would like to know if the applicant could work with a timeframe because we know we are going there. He stated that it was the policy to remove structures or remodel structures when "these things" are requested. He stated that he would like to stay with the 120-days.

Vice Chairman Gibbons asked, to bring the property in conformance with the ordinance, did it need to be 750 square feet.

Mrs. Bells stated 700 square feet.

Vice Chairman Gibbons stated that was about 68 square feet difference. He stated that the Board was wasting a lot of time over 68 square feet.

Commissioner Rousseau stated that was important. He stated that the Board could not dismiss it if it was policy. He stated that the Board could not give deference to legal counsel when a recommendation was made to the Board and then want to abandon their recommendation for comfort or "waste of time". He stated that he did not see it as a waste of time in his humble estimation. He stated that the Board did need some parameters going forward. He stated that he had questions regarding the square footage being out of compliance. It needed to be brought into compliance, which was in the policy. He stated that the septic tank was requested to be repaired a year or two ago.

Mr. Boyd stated that there was a problem with the septic tank, and it was his understanding that the problem was addressed and was no modification to the drain field line, but just a pipe going in it. The applicant's son repaired it. He stated that when the request to rezone came up, the County said there was an open permit. He stated that they would address that. The applicant's son was working on that permit. He stated that the applicant would work with that department to resolve the permit. He stated that he understood that the department would not sign the final plat without the problem being fixed.

Commissioner Rousseau stated that he was confused when reading that in the staff report. He asked for clarification.

Mrs. Bell stated that was reported by Environmental Health. She stated that the application to repair required an inspection and that was not performed, so the permit was not closed out. She stated that the director of Environmental Health asked that the owner have a septic tank company come verify the location of the drain field lines so the permit would be closed out and Environmental Health would know that the location of the drain field lines would not cross the new property lines for the proposed subdivision.

Commissioner Rousseau stated that he did not read that was a condition of the approval.

Mrs. Bell stated that closing out the permit was handled through Environmental Health and their primary concern was that none of the septic systems/drain field lines would encroach on an adjacent new parcel.

Commissioner Rousseau asked if the guesthouse was currently in compliance with the zoning requirements.

Mrs. Bell stated no. She stated that there were no site plans for the guesthouse, but it was permitted. She stated that she could not locate actual building plans for that structure but there were essentially two residential structures on the parcel. One was in compliance as the primary structure and one was not, the guesthouse.

Commissioner Rousseau stated that there needed to be some parameters and he was not opposed to 120-days, but he would rather 90-days. He stated that he apologized to the applicant because there was something that was not originally there. He stated that was on the Board. He stated that if legal was recommending there be some parameters, so that there would not be an open-ended process and set precedent, he believed it was wise for the Board to do that. He stated that he was inclined not to approve the motion without a timeframe for the variance. He stated that he was open to 90 or 120 days, particularly because the applicant was in compliance with the Comprehensive Plan.

Chairman Hearn stated that the applicant agreed to the two conditions, and one was to meet all requirements set forth by Environmental Health.

Mr. Boyd stated that they would work with Environmental Health to get that done. He stated that they would ensure that the drain field lines were located and ensure that no property lines were crossed on the site plan. He stated that he would agree to the 90-days, but he would request to work with staff on the ordinance to have it added.

Vice Chairman Gibbons moved to approve 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 four (4) single-family residential lots; property located in Land Lot(s) 254 of the 5th District and fronts on Kenwood Road and South Kite Lake Road with no time limit on the conformity of the guesthouse with the two conditions. Commissioner Maxwell seconded. The motion passed 4-2 with Commissioner Rousseau and Commissioner Oddo voting in opposition.

Commissioner Rousseau left the meeting at approximately 3:08 p.m.

- 7. 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) 26 of the 7th District; fronts on State Route 54 and Tyrone Road. This item was tabled at the October 27, 2022 Board meeting.**

Mrs. Bell stated that Petition No. 1324-22-A through D are for the same parcel. She stated that all the parcels are currently zoned and are located at the intersection of Highway 54W and Tyrone Road. All parcels are zoned C-C; Community Commercial and petitioner was requesting to zone all parcels to C-H; Highway Commercial. She stated that the conditions are similar but differ from parcel to parcel because each parcel had some specific parameters to consider. The time limits were based on conversations with the County Attorney. She stated that in the conditions, staff added 30-days to meet the requirements of demolition of dilapidated structures and recombination plat of the four parcels. At the Planning Commission's recommendation, the time limit was changed to 365 days or prior to the Land Disturbance Permit, whichever was first. The petitioner agreed.

Mrs. Bell presented this item to the Board. The subject property was a 5.615-acre track and currently undeveloped. The parcel was zoned C-C, and the area was designated for commercial uses in the Land Use Plan. The Planning Commission voted 5-0 to recommend conditional approval. Staff recommended conditional approval to C-H because the request was consistent with the Fayette County Comprehensive Land Use Plan and surrounding land uses. The recommended conditions are:

1. Tyrone Road is a Minor Arterial per the Fayette County Thoroughfare Plan. The owner/developer shall dedicate right-of-way, as needed, to provide 50 feet as measured from the existing centerline of Tyrone Road.
2. All exterior site lighting, including

building mounted lighting, shall be full-cutoff type fixtures that allow no light above the horizontal plane of the fixture. 3. A 75' vegetated buffer shall be provided adjacent to residentially zoned parcel(s) in unincorporated Fayette County to the west of the project. No encroachment of stormwater detention or other uses shall be allowed in the buffer. 4. All parcels that are a subject of this rezoning shall be combined by a recorded plat into a single parcel within 365 days of approval or prior to Land Disturbance Permit, whichever comes first. 5. The required right-of-way donation shall be provided to the County within 365 days of approval or prior to Land Disturbance Permit, whichever is comes first.

Rick Lindsey, representing the applicant, stated that the applicant was DG Development Partners, LLC and Joey Petris, representing the company. Joey wanted the Board to know he lived locally and married a Fayette County woman that attended high school in Fayette. He stated that the request was to rezone the northwest corner of Tyrone Road and Hwy 54 from C-C to C-H. Mr. Lindsey stated that it was in compliance with the Comprehensive Plan. He stated that the request was to combine four smaller tracts into one larger tract for four different uses. The total four acres was about 10-acres. Four tracts were vacant and there were two abandoned houses that would be removed. He stated that there was a large area that was in the floodplain that posed some issues. He stated that one of the conditions was that the floodplain area could not be developed. It was across Tyrone Road from the small gas station/convenience store. The property that would become the data center in Fayetteville, was across Highway 54 near the mobile home park. Next to Sam and Davis, going toward Peachtree City, was a vacant lot that was split, part of it was commercial and part A-R. He stated that his client wanted to develop a small commercial node that would consist of a convenience store, a quick-serve restaurant, high-end automotive car wash and an interior climate control self-storage facility.

Mr. Lindsey provided a presentation to show the property and the proposed layout of the property. He stated that under the C-C zoning, the drive through restaurant and convenient store were permitted, there were conditional uses on the convenience store, and they will meet those conditions. He stated that the self-storage unit and the car wash would be C-H. He stated that there was some thought of doing C-H on the back, but it did not make sense, so that was why he was requesting the entire site be C-H zoning. The property was within the Seay Road, Highway 54W overlay district and those requirements would be applicable and would be met. He stated that staff and the Planning Commission approved unanimously the request for rezoning to C-H with five conditions. He stated that he would like to discuss the 75-foot vegetated buffer. He stated that it would be behind the self-storage unit, which was a low intensity commercial use. He stated that this would be the least intent use of the property. He stated that the County already had an ordinance dealing with situation where there was commercial property abutting residential and it was a 50-foot buffer. He stated that the original recommendation was for 100-foot buffer, and he presented to the Planning Commission asking for 50-foot and the Planning Commission met in the middle at 75-foot. He stated that he would submit to the Board that the standard in the ordinance was 50-feet and there were no extenuating circumstances that would require an increase of the buffer. In addition to the buffer was the 15-foot setback which gave 65-feet from the property line. He stated that he would submit to the Board that the 50-feet was sufficient and in addition, the large area of wetland presented a challenge for development. He stated that it may make it difficult to have the development as presented if there was an additional 25-feet. He requested that the Board bring the buffer down to 50-feet.

No one spoke in favor or in opposition of this request.

Mr. Rapson stated that Commissioner Rousseau had left the meeting for the evening.

Mr. Lindsey confirmed that he would like to continue without the full Board.

Commissioner Maxwell moved to approve 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) 26 of the 7th District; fronts on State Route 54 and Tyrone Road with the five conditions and to change the third condition from 75-foot to 50-foot vegetated buffer. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Rousseau was absent.

- 8. Consideration of Petition No. 1324-22-B; Tyrone 54, LLC & BBWJ, LLC, Owners; Matt Dahlhauser, Agent. Request to rezone 0.331 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 and fronts on Tyrone Road. This item was tabled at the October 27, 2022 Board meeting.**

Mrs. Bell stated that the Planning Commission voted 5-0 to recommend conditional approval. Staff recommended conditional approval of the request for rezoning to C-H because the request was consistent with the Comprehensive Land Use Plan and surrounding land uses. Recommended conditions are: 1. Tyrone Road is a Minor Arterial per the Fayette County Thoroughfare Plan. The owner/developer shall dedicate right-of-way, as needed, to provide 50 feet as measured from the existing centerline of Tyrone Road. 2. All exterior site lighting, including building mounted lighting, shall be full-cutoff type fixtures that allow no light above the horizontal plane of the fixture. 3. All parcels that are a subject of this rezoning shall be combined by a recorded plat into a single parcel within 365 days of approval or prior to Land Disturbance Permit, whichever is comes first. 4. All existing structures on the parcels that are a subject of this rezoning shall be removed within 365 days of approval or prior to Land Disturbance Permit, whichever is comes first. 5. The required right-of-way donation shall be provided to the County within 365 days of approval or prior to Land Disturbance Permit, whichever is comes first.

Mr. Lindsey agreed to the conditions.

No one spoke in favor or in opposition of this request.

Commissioner Maxwell moved to approve Petition No. 1324-22-B; Tyrone 54, LLC & BBWJ, LLC, Owners; Matt Dahlhauser, Agent. Request to rezone 0.331 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 and fronts on Tyrone Road with five conditions. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Rousseau was absent.

- 9. 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 and fronts on Tyrone Road. This item was tabled at the October 27, 2022 Board meeting.**

Mrs. Bell stated that the property was currently undeveloped and zoned C-C. The area was designated for commercial uses in the Land Use Plan. The Planning Commission voted 5-0 to recommend conditional approval. Staff recommended conditional approval for rezoning C-H because it was consistent with the Comprehensive Land Use Plan and surrounding land uses. The recommended conditions are: 1. Tyrone Rd is a Minor Arterial per the County's Thoroughfare Plan. The owner/developer shall dedicate right-of-way, as needed, to provide 50 feet as measured from the existing centerline of Tyrone Rd. 2. All exterior site lighting, including building mounted lighting, shall be full-cutoff type fixtures that allow no light above the horizontal plane of the fixture. 3. All parcels that are a subject of this rezoning shall be combined by a recorded plat into a single parcel within 365 days of approval or prior to Land Disturbance Permit, whichever is comes first. 4. All existing structures on the parcels that are a subject of this rezoning shall be removed within 365 days of approval or prior to Land Disturbance Permit, whichever is comes first. 5. The required right-of-way donation shall be provided to the County within 365 days of approval or prior to Land Disturbance Permit, whichever is comes first.

Mr. Lindsey agreed to the conditions.

No one spoke in favor or in opposition of this request.

Commissioner Maxwell moved to approve 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 and fronts on Tyrone Road with five conditions. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Rousseau was absent.

**10. 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 and fronts on Tyrone Road. This item was tabled at the October 27, 2022 Board meeting.**

Mrs. Bell stated that the property currently had one vacant house and was zoned C-C. She stated that the Planning Commission voted 5-0 to recommend conditional approval. Staff recommended conditional approval of the request to rezone to C-H because it was consistent with the Comprehensive Land Use Plan and surrounding land uses. The recommended conditions are: 1. Tyrone Road is a Minor Arterial per the Fayette County Thoroughfare Plan. The owner/developer shall dedicate right-of-way, as needed, to provide 50 feet as measured from the existing centerline of Tyrone Road. 2. A 50' buffer shall be provided adjacent to residentially zoned parcel(s) in unincorporated County west of project. No encroachment of stormwater detention or other uses allowed in the buffer. 3. All exterior site lighting, including building mounted lighting, shall be full-cutoff type fixtures that allow no light above horizontal plane of fixture. 4. All parcels that are a subject of this rezoning shall be combined by a recorded plat into a single parcel within 365 days of approval or prior to Land Disturbance Permit, whichever comes first. 5. All existing structures on the parcels that are a subject of this rezoning shall be removed within 365 days of approval or prior to Land Disturbance Permit, whichever comes first. 6. The required right-of-way donation shall be provided to the County within 365 days of approval or prior to Land Disturbance Permit, whichever comes first.

Mr. Lindsey agreed to the conditions.

No one spoke in favor or opposition of this request.

Commissioner Maxwell moved to approve 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 and fronts on Tyrone Road with six conditions. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Rousseau was absent.

The Board recessed at 3:35 p.m.

The Board reconvened at 3:46 p.m.

**11. Consideration of Petition No. 1326-22; Amina Zakaria, Omar Zakaria, Saed Zakaria and Hassan Zakaria, Owners; Nazim Khan, Applicant, Steven Jones, Attorney, Agent, request to rezone 13.035 acres from O-I to C-H to develop a truck parking facility; property located in Land Lot(s) 233 of the 5th District and fronts on Highway 85 North.**

Mrs. Bell stated that this parcel was currently zoned O-I; Office Institutional. The area was designated for commercial uses in the Land Use Plan. The Planning Commission voted 4-0 to recommend denial of the request. Staff recommended conditional approval of the request for rezoning of C-H; Highway Commercial, because the request was consistent with the Comprehensive Land Use Plan and surrounding land uses. The recommended conditions are: 1. A 75-foot vegetated buffer shall be provided adjacent to residentially zoned parcel(s) to the west of the project. 2. The full 50-foot front buffer required by SR 85 N Transportation Overlay shall be vegetated buffer and not to be used for septic systems or other site utilities. 3. A 200-foot x 10-foot linear strip on the south edge of the property along the proposed road extension shall be a planted evergreen buffer to screen the view of the lot from State Route 85. 4. All exterior site lighting, including building mounted lighting, shall be full-cutoff type fixtures. 5. The existing shared detention pond will require hydrological study to demonstrate it has sufficient design capacity



to serve the addition of the proposed project. 6. The new development must continue to allow this pond to serve the stormwater detention requirements of the original commercial development to the north, with a site plan approved January 26, 1990. 7. The owner of the new project must provide a stormwater maintenance agreement; this agreement shall conform to the county's standard stormwater facility maintenance agreement. 8. Omit tree island requirements for southern end of parking lot.

Mrs. Bell continued that it came to her attention, while reviewing this request, this project would be impacted by improvements to the intersection Corinth Road and Highway 85 and a proposed new road that would take out part of the parcel on the south end of the project and tie in with a road in Kenwood Business Park. The project will improve the access in and out of Kenwood Business Park by providing access at the existing traffic light. She stated that this was currently in the design phase and was mentioned by Public Works Director Phil Mallon at a previous meeting.

Steven Jones, Agent for the petition, begin his presentation.

Commissioner Maxwell interrupted. He stated that he had known Mr. Jones for several years, and he did a great job. He stated that one of the problems he had was that he received a letter the day before the meeting, and it was outside of what was advertised when the meeting was posted. He stated that when receiving new material that had not been distributed to the public or not available on the website, he did not like receiving it at the dais. He continued that when the information was given, he liked that the public, to the extent that they are interested, be able to review the information. He stated that he preferred not to have the hearing for the two requests (this one and Petition No. 1327-22) that he received new information for at the dais. He apologized to the applicant. He stated that he would have to vote "no" if he had to give a decision at this time. He stated that he would like to table this item.

The next available meeting was January 26, 2023.

Mr. Jones stated that he understood. He stated that the proposed site plan was intended to address the concerns of the Planning Commission related to screening the property.

Mr. Rapson stated that when staff received the notifications, he endeavors to route it through the department heads because there are departments that may have input on the new information. He stated that this was more of a layout to address some of the Planning Commissions' issues.

Commissioner Maxwell moved to table Petition No. 1326-22; Amina Zakaria, Omar Zakaria, Saed Zakaria and Hassan Zakaria, Owners; Nazim Khan, Applicant, Steven Jones, Attorney, Agent, request to rezone 13.035 acres from O-I to C-H to develop a truck parking facility; property located in Land Lot(s) 233 of the 5th District and fronts on Highway 85 North to the January 26, 2023 Board of Commissioners meeting. The motion passed 4-0. Commissioner Rousseau was absent.

**12. Consideration of Petition No. 1327-22; 130 Carnes Drive LLC, Owners; David Weinstein, Attorney, Agent, request to rezone 1.0 acres from C-H to M-1 to establish an auto paint and body shop; property located in Land Lot(s) 217 of the 5th District fronts on Carnes Drive and Walter Way.**

Mrs. Bell stated that both roads were classified as internal local on the Fayette County Thoroughfare Plan. The Planning Commission voted 4-0 to recommend approval of the request to rezone from C-H to M-1 and staff recommended approval based on the Comprehensive Plan. The M-1; Light Industrial District was designated for the area. No conditions.

David Weinstein, Agent stated that this was an existing building with a tenant in the building doing the same business. The current tenant will be vacating, and a new tenant will move in. He stated that there were some questions regarding what the M-1 zoning permitted. He stated that there were currently 117 lots in the business park and 102 lots were M-1.

No one spoke in favor or in opposition.

Vice Chairman Gibbons moved to approve Petition No. 1327-22; 130 Carnes Drive LLC, Owners; David Weinstein, Attorney, Agent, request to rezone 1.0 acres from C-H to M-1 to establish an auto paint and body shop; property located in Land Lot(s) 217

of the 5th District fronts on Carnes Drive and Walter Way. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Rousseau was absent.

**13. Consideration of Petition No. 1328-22; Golden Development Company, LLC, Owners; CK Spacemax, LLC, Applicant; Ellen W. Smith, Attorney, Agent, request to rezone 9.022 acres from A-R to C-H to develop a self-storage facility; property located in Land Lot(s) 137 of the 5th District and fronts on Highway 54 East.**

Mrs. Bell stated that the Planning Commission voted 3-1 to deny this petition. There was one member absent at the meeting. Staff recommended denial of the request for rezoning to C-H because it was not consistent with the Comprehensive Plan. Staff recommended that if the Board approved to rezone to C-H, the following conditions be added: 1. A 100' vegetated buffer shall be provided adjacent to residentially zoned parcel(s) in unincorporated Fayette County to the north and west of the project. No encroachment of stormwater detention or other uses shall be allowed in this buffer. 2. All exterior site lighting, including building mounted lighting, shall be full-cutoff type fixtures that allow no light above the horizontal plan of the fixture. Fixtures shall be designed or shielded to prevent light trespass on other properties or roads.

In light of the previous decision of the Board to table, Ms. Smith requested to withdraw her supplement information emailed to the Board because it made no change to the application.

Commissioner Maxwell stated that he had already read the information.

Commissioner Maxwell moved to table Petition No. 1328-22; Golden Development Company, LLC, Owners; CK Spacemax, LLC, Applicant; Ellen W. Smith, Attorney, Agent, request to rezone 9.022 acres from A-R to C-H to develop a self-storage facility; property located in Land Lot(s) 137 of the 5th District and fronts on Highway 54 East to the January 26, 2023 Board of Commissioners meeting. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Rousseau was absent.

**PUBLIC COMMENT:** None

*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:**

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

- 14. Approval of the acceptance of a Fire/EMS Street Legal Golf Cart, valued at \$24,190.00, from the Fayette Fire Foundation for use at public events, sports venues, and other gatherings where larger emergency vehicles may not be accessible.**
- 15. Approval of supplemental grant award for the DUI Accountability Court in the amount of \$7,134 for Enhancement & Innovation.**
- 16. Approval of the November 10, 2022 Board of Commissioners Meeting Minutes.**
- 16a. Approval to accept a grant award for the DUI Accountability Court in the amount of \$12,719 for Law Enforcement services.**

**OLD BUSINESS:**

**NEW BUSINESS:**

**17. Request to approve the Parks and Recreation Selection Committee's recommendation to appoint Shirelle Hicks to the Recreation Commission for a term beginning June 1, 2022 and expiring March 31, 2026.**

This item was moved to the beginning of the meeting. Commissioner Rousseau had not yet left the meeting. Parks and Recreation Director Anita Godbee presented this item to the Board.

Vice Chairman Gibbons moved to approve to appoint Shirelle Hicks to the Recreation Commission for a term beginning June 1, 2022 and expiring March 31, 2026. Commissioner Oddo seconded. The motion passed 5-0.

**18. Request to approve the Parks and Recreation Selection Committee's recommendation to appoint Nick Kilburg to the Recreation Commission for a term beginning January 1, 2023 and expiring December 31, 2026.**

This item was moved to the beginning of the meeting. Commissioner Rousseau had not yet left the meeting. Parks and Recreation Director Anita Godbee presented this item to the Board.

Commissioner Oddo moved to approve to appoint Nick Kilburg to the Recreation Commission for a term beginning January 1, 2023 and expiring December 31, 2026. Vice Chairman Gibbons seconded. The motion passed 5-0.

**19. Request to approve to enter an Intergovernmental Agreement with Brooks, Fayetteville, Peachtree City and the Town of Tyrone allowing for the use and distribution of proceeds from the 2023 Special Purpose Local Option Sales Tax (SPLOST) for Capital Outlay Projects.**

Environmental Management Director Bryan Keller stated that an Intergovernmental Agreement (IGA) was required between the municipalities and county for the 2023 Special Purpose Local Option Sales Tax (SPLOST). The agreement listed all projects that would be conducted using the 2023 SPLOST. All the municipalities adopted the IGA within the last two weeks and the County received the signed agreements.

Commissioner Oddo moved to approve to enter an Intergovernmental Agreement with Brooks, Fayetteville, Peachtree City and the Town of Tyrone allowing for the use and distribution of proceeds from the 2023 Special Purpose Local Option Sales Tax (SPLOST) for Capital Outlay Projects. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Rousseau was absent.

**20. Request to approve Resolution 2022-10; to call for a referendum regarding the imposition of a Special Purpose Local Option Sales Tax (SPLOST) within the special district encompassing Fayette County.**

Environmental Management Director Bryan Keller stated that this item was to request the approval of Resolution 2022-10 to call for a referendum to impose a Special Purpose Local Option Sales Tax within the special district encompassing Fayette County. He stated that once the resolution was approved it would be presented to the Board of Elections.

Commissioner Oddo moved to approve Resolution 2022-10; to call for a referendum regarding the imposition of a Special Purpose Local Option Sales Tax (SPLOST) within the special district encompassing Fayette County. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Rousseau was absent.

**21. Request to award Bid #2172-B: 2017 SPLOST; Stormwater Category II, Tier II; 20SAD Inman Road Culvert Replacement to the lowest responsive, responsible bidder, North Georgia Concrete, Inc., in the amount of \$764,983, and to transfer \$648,990 from Stormwater Contingency for this purpose.**

Environmental Management Director Bryan Keller stated that the project was located on Inman Road between Hwy 92 South and Countyline Road. He stated that the pipe was in severe failure and the road was having to be prepared on a regular basis. He stated that staff would like to wait until the summer to repair so that there would be no interruption to the schools. He stated that

there would be two 8X8 box culverts to limit the amount of time the road would be closed. He stated that unfortunately, there was a 30-inch watermain on the road that needed the Ellis water tank, so staff would not be able to do a temporary one lane closure. The entire road will have to be closed for 45 days. Mr. Keller stated that the County had a good relationship with the North Georgia Concrete. He stated that the County used this company for the Emerald Lake dam project.

Commissioner Oddo moved to approve Bid #2172-B: 2017 SPLOST; Stormwater Category II, Tier II; 20SAD Inman Road Culvert Replacement to the lowest responsive, responsible bidder, North Georgia Concrete, Inc., in the amount of \$764,983, and to transfer \$648,990 from Stormwater Contingency for this purpose. Vice Chairman Gibbons seconded.

Commissioner Maxwell stated that he hoped it would be 45 days. He asked what else was there, other than the water main.

Mr. Keller stated that there was fiber optics. One was the County's, and one was Zayo's and was part of the contract for the contractor to move the fiber. There was no gas.

Commissioner Maxwell stated that he would be watching the project once it began. He referenced the excessive time it took to complete the Dogwood Road project and the complaints he received.

Commissioner Oddo moved to approve Bid #2172-B: 2017 SPLOST; Stormwater Category II, Tier II; 20SAD Inman Road Culvert Replacement to the lowest responsive, responsible bidder, North Georgia Concrete, Inc., in the amount of \$764,983, and to transfer \$648,990 from Stormwater Contingency for this purpose. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Rousseau was absent.

**22. Request to approve Change Order #4, allocating \$284,492.97 of the contingency funds in the Public Safety Radio System (#1428-P) to secure P25 and related upgrades for existing radios, allowing them to function on the EF Johnson system.**

911 Director Katie Vogt stated that she was requesting that part of the contingency fund from the 2017 SPLOST radio project. She stated that this was always the intent. She stated that there was a number of Motorola radios that are P25 capable, however the radios will need flash upgrades. The units are serviceable. At the time, it was cheaper to purchase the units without it and now, it was cheaper to upgrade the radios versus purchasing new radios.

Commissioner Oddo moved to approve Change Order #4, allocating \$284,492.97 of the contingency funds in the Public Safety Radio System (#1428-P) to secure P25 and related upgrades for existing radios, allowing them to function on the EF Johnson system. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Rousseau was absent.

**23. Request to approve to award Bid #2181-B HA 5; High Density Mineral Bond, to Blount Construction Company, Inc. in the amount of \$225,053.95.**

Public Works Director Phil Mallon requested approval to award Bid #2181-HA 5 to Blount Construction Company for the application of HA 5 in some subdivision roads. Mr. Mallon stated that the County had good experiences with Blount Construction Company.

Chairman Hearn moved to approve to award Bid #2181-B HA 5; High Density Mineral Bond, to Blount Construction Company, Inc. in the amount of \$225,053.95. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Rousseau was absent.

**24. Request approval for staff to prepare and submit two applications to the Georgia Department of Transportation (GDOT) seeking up to \$400,000 (\$200,000 per project) of LMIG funding for the Starrs Mill Tunnel project under Redwine Road (17TAI) and the Inman Road pipe replacement project (20SAD).**

Mr. Mallon stated that the County had good relationships with the GDOT District 3 staff. He stated that he was informed that there might be surplus Local Maintenance Improvement Grant (LMIG) funding available. He stated that the County received an annual award from GDOT based on population centerline miles and in addition to that, GDOT gave special awards for emergency

projects, school related projects and economic development. He continued that staff would like to apply for two different projects for a total of \$400,000.

Commissioner Oddo moved to approve for staff to prepare and submit two applications to the Georgia Department of Transportation (GDOT) seeking up to \$400,000 (\$200,000 per project) of LMIG funding for the Starrs Mill Tunnel project under Redwine Road (17TAI) and the Inman Road pipe replacement project (20SAD). Vice Chairman Gibbons seconded.

Mr. Mallon confirmed that the match to the County was 30%. He stated that if awarded, it would be for projects that the County already had in the pipeline to reduce the total project cost. He stated that one was for the project just awarded on Inman Road.

Commissioner Oddo moved to approve for staff to prepare and submit two applications to the Georgia Department of Transportation (GDOT) seeking up to \$400,000 (\$200,000 per project) of LMIG funding for the Starrs Mill Tunnel project under Redwine Road (17TAI) and the Inman Road pipe replacement project (20SAD). Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Rousseau was absent.

**25. Request to approve the first amendment and renewal of a contract between Fayette County and the Judicial Correction Services (JCS), LLC for probation supervision and rehabilitation services beginning January 1, 2023 and terminating December 31, 2023, with an option to renew for five (5) additional one-year terms.**

Mr. Rapson stated that this contract was through State Court. Judge Jason Thompson reviewed the contract and approved it. He stated that there was an increase the set aside for mental health cases from \$1.00/case to \$1.25/case, per month. The probation fees will change from \$35.00/month to \$40.00/month. The alcohol test screens will increase from \$20.00/month to \$35.00/month.

Commissioner Oddo moved to approve the first amendment and renewal of a contract between Fayette County and the Judicial Correction Services (JCS), LLC for probation supervision and rehabilitation services beginning January 1, 2023 and terminating December 31, 2023, with an option to renew for five (5) additional one-year terms. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Rousseau was absent.

**25a. Consideration of an annexation request from the City of Fayetteville.**

Mr. Rapson stated that the deadline to respond to the annexation from the City of Fayetteville is December 15, 2022. This was the reason it was added to the dais for this meeting. He stated that the City had a two-step process for annexation. He stated that the County received step one and staff did a complete analysis and comments were provided. All the comments have been included in the City's recommendations. He stated that the annexation was being fast-tracked because of the DRI (Development of Regional Impact) study with Georgia Regional Transportation Authority (GRTA) to be released by the end of December. He stated that staff did not recommend objection of the annexation. He stated that it would have been an automatic "no objection" after 90 days, but since annexation have always been handled through approval of the Board, staff decided to have it added to the agenda.

Vice Chairman Gibbons asked for an overview of the conditions that the City and developer agreed to.

Mr. Rapson stated that there was not a high-level view. He stated that there was a 16-page developer's agreement that was currently being finalized. He stated that once it was final, he would send it to the Board. He stated that the City of Fayetteville had been extremely thorough in regard to the improvements. He stated Mr. Mallon was critically involved in the transportation improvements.

Vice Chairman Gibbons stated that he just wanted to point out that if the Board allowed this to lapse, none of the input would necessarily be included without being engaged in the process.

Mr. Rapson confirmed. He stated that the County had been engaged since step-one and with the DRI process as well.

Commissioner Maxwell asked what had the City of Fayetteville done with the fire department.

Mr. Rapson stated that there was a house that the City had been operating out for their fire services. He stated that the City was carving out a tract to build a fire station that would meet the requirement of the PUD (Planned Unit Development). There are only three things that have not been completed. One of the projects was the pedestrian bridge to connect Pinewood Studios to Trilith. The County would be responsible for the contribution of about \$750,000. The other project was the multi-use path to connect to the hospital and the County's contribution would be \$160,000. The last one was the City of Fayetteville's fire station located within Trilith. He stated that he was in discussions with the City of Fayetteville regarding a third curb-cut beyond the three in place on Sandy Creek and Veterans.

Vice Chairman Gibbons moved to not object to the proposed City of Fayetteville's annexation. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Rousseau was absent.

#### **ADMINISTRATOR'S REPORTS:**

Hot Projects: The report provided to the Board included: updates on the 2017 SPLOST tally and what had been completed, Redwine Road multi-use path, the Parks and Recreation multi-use facility, the Elections building renovation and Ebenezer Church Road bridge replacement.

He reminded the Board of the holiday Open Houses.

#### **ATTORNEY'S REPORTS:**

**Notice of Executive Session:** Attorney Ali Cox stated that there were items for Executive Session. One item involving real estate acquisition, two items of threatened litigation and the review of the Executive Session minutes for November 10, 2022.

#### **COMMISSIONERS' REPORTS:**

##### **Commissioner Oddo:**

Commissioner Oddo stated that he remembered a presentation from the Fayette Fire Foundation from a long time ago and he wanted to thank the Foundation for what they have done for the community.

He wished everyone a Merry Christmas and Happy New Year.

##### **Vice Chairman Gibbons:**

Vice Chairman Gibbons wish Commissioner Rousseau a speedy recovery and that he feels better soon.

##### **Chairman Hearn:**

Chairman Hearn stated that the day before was his last official day of "real work". He stated that it would allow more time for him to spend with his wife and children.

#### **EXECUTIVE SESSION:**

**One item involving real estate acquisition, two items of threatened litigation and the review of the Executive Session minutes for November 10, 2022.** Commissioner Oddo moved to go into Executive Session. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Rousseau was absent.

The Board recessed into Executive Session at 4:20 p.m. and returned to Official Session at 4:32 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 Rousseau 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 Rousseau was absent.

**ADJOURNMENT:**

Commissioner Oddo moved to adjourn the December 8, 2022 Board of Commissioners meeting. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Rousseau was absent.

The December 8, 2022 Board of Commissioners meeting adjourned at 4:33 p.m.

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Tameca P. Smith, County Clerk

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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 12<sup>th</sup> day of January 2023. Attachments are available upon request at the County Clerk's Office.

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Tameca P. Smith, County Clerk

# COUNTY AGENDA REQUEST

Page 44 of 84

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Request to approve the recommendation of the Selection Committee, comprised of Vice Chairman Edward Gibbons and Commissioner Charles Rousseau, to re-appoint Sam Burch to the Board of Assessor position to serve a term beginning January 1, 2023 and expiring December 21, 2028.

## Background/History/Details:

The Board of Assessors is comprised of three county citizens who are appointed to six-year terms each. Board members must be 21 years old, must be a resident of Fayette County, must have a high school or equivalent diploma, must have at least one year of experience in appraisal related work, and must complete an assessor examination administered by the State Revenue Commissioner. Members must complete 40 hours of training prior to or within 180 days of appointment.

The Selection Committee is recommending that Mr. Burch be re-appointed to the Board of Assessor's.  
There were no other applications for this seat.

## What action are you seeking from the Board of Commissioners?

Approval to re-appoint Sam Burch to the Board of Assessor position to serve a term beginning January 1, 2023 and expiring December 21, 2028.

## 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

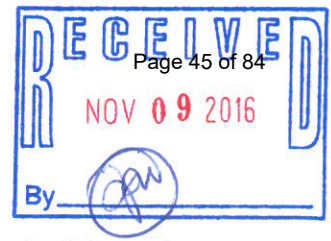
County Clerk's Approval

Administrator's Approval

## Staff Notes:



10:30 am



**APPLICATION FOR APPOINTMENT**  
**Fayette County Board of Tax Assessors**

Fayette County's Board of Assessors was established by state law to determine the fair market value of all real and personal property in the county for property tax purposes based on uniform and fair mass appraisal practices.

Fayette County's Board of Assessors is comprised of three county citizens who are appointed to six-year terms each. Board members must be 21 years old, must be a resident of Fayette County, must have a high school or equivalent diploma, must have at least one year of experience in appraisal related work, and must complete an assessor examination administered by the State Revenue Commissioner. Members must complete 40 hours of training prior to or within 180 days of appointment. Additionally, members must complete at least 40 hours of approved appraisal courses provided during each two years of his or her term. No member of a County Board of Tax Assessors shall be eligible to hold any state, county, or municipal office during the time he or she holds such office. Compensation for this position is \$22.05 per hour.

The Fayette County Board of Commissioners would like to inform all interested and qualified Fayette County residents of one (1) position available on Fayette County's Board of Tax Assessors. The available term will begin on January 1, 2016 and will expire on December 31, 2022.

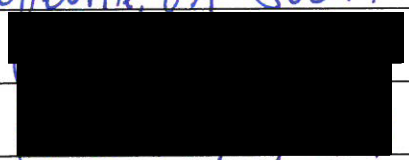
Please take a few minutes to complete the form and answer the questions below and return it with a resume, if available, to Floyd Jones, County Clerk, 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 no later than 5:00 p.m. on Friday, November 11, 2016.

If you have any questions, please call (770) 305-5102.


*NOTE: Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.*

NAME J. Sam Burch

ADDRESS 175 Stonewall Ave W  
Fayetteville, GA 30214

TELEPHONE (day) 

(evening) 

(email address) 

  
Signature

11-9-16  
Date

1. How long have you been a resident of Fayette County?  
58 Years. I am a lifelong resident of Fayette County.
2. Why are you interested in serving on the Fayette County Board of Tax Assessors?  
I have been serving on the Board for 17 years and want to continue to serve and give back to my community.
3. What qualifications and experience do you possess for appointment to the Board of Tax Assessors?  
I have been professionally appraising real estate in the southern crescent area of Atlanta for over 30 years. I am a certified residential appraiser and also held the SRA designation (now retired) from the Appraisal Institute.
4. List your recent employment experiences to include name of company and position.  
See attached Resume.
5. Do you have any past experience relating to the Board of Tax Assessors? If so, please describe.  
Yes, I have served on the Board for 17 years.
6. Are you currently serving on a commission/board/authority or in an elected capacity with any government?  
Yes, I serve on the Fayetteville Downtown Development Authority
7. Have you attended any Board of Tax Assessors meetings in the past two years and, if so, how many?  
Yes, I have attended the majority of the meetings during my terms on the Board.
8. Are you willing to attend seminars or continuing education classes at county expense?  
Yes
9. What is your vision of the county's future related to the duties of the Board of Tax Assessors?  
I continue to believe that properties should be appraised fairly and equitably, based on market sales and other sources available. The Tax Assessors Office has done an exceptional job carrying out the duties required. I would like to see this continue as the county grows and changes.
10. Would there be any possible conflict of interest between your employment or your family and you serving on the Board of Tax Assessors?  
No
11. Are you in any way related to a County Elected Official or County employee? If so, please describe.  
No
12. Describe your current community involvement.  
I am passionate about my community; my extended family still lives here after 8 generations. Besides my official positions, I make a point to stay informed, boost pride in the county's assets by working hard to make our community better and serving its citizens.
13. Have you been provided a copy of the county's Ethics Ordinance?  
Yes
14. Is there any reason you would not be able to comply with the Ethics Ordinance?  
No

EXPERIENCE

January 2011  
To Present

J. Sam's Barbershop

Fayetteville, GA & Lafayette, AL

Position: Owner /Master Barber-full time

Own two state licensed barbershops and provide barbering services to local clientele.

January 1990  
To Present

J. Sam Burch & Associates

Position: Owner

Own/manage appraisal practice with a primary emphasis on appraisal of single family dwellings in the south metropolitan Atlanta area. Appraisal experience includes single family (both proposed and existing), 2-4 family, condominiums, and vacant residential lots. Accept assignments primarily from third party relocation companies, FNMA (REO), and estate settlement. State of Georgia Certified Residential Real Estate Appraiser #557.

February 1985  
January 1990

J. M. Snowden, SRA

Position: Appraiser Associate

Responsible for appraisal of single family dwellings which included all field work and inspections, analysis of neighborhood data, site valuation, and analysis of all three approaches to value.

August 1982  
February 1985

The Citizens & Southern National Bank

Position: Assistant Branch Manager, Fayetteville

Responsible for the general operation of the branch, including teller and customer service supervision, consumer lending and commercial lending. Formerly Marketing and Business Development Officer with the Fayette State Bank. Became assistant branch manager of C&S Fayetteville after acquisition by C&S.

August 1980  
July 1982

Farmers & Merchants Bank

Position: Loan Officer

Major responsibility was consumer lending. Responsible for inspection and disbursement of funds on all construction loans. Other related duties included construction and commercial lending. Responsible for supervision of loan department of six. Directed and packaged FDIC application for approval of a new branch bank.

EDUCATION

2011 West GA Technical College

Certificate Master Barber Program

1980 Graduate of Georgia College in Milledgeville, GA

Bachelor of Business Administration with major in Management

PROFESSIONAL  
MEMBERSHIPS

Appraisal Institute, Senior Residential Appraiser (SRA) 1988-2014

ASSOCIATION  
MEMBERSHIPS

Current member Fayette County Board of Tax Assessors

Current member Board of Directors City of Fayetteville Downtown Development Authority

Past member Fayette Business Association. President 1990-91.

PERSONAL DATA AND REFERENCES WILL BE FURNISHED UPON REQUEST

# COUNTY AGENDA REQUEST

Page 48 of 84

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Request to award Contract #2052-B to Pro Construction of GA, LLC, for the construction of a new Animal Shelter for the amount of \$2,971,416.00, the transfer of \$140,000 donated funds, and a transfer of \$1,453,950.00 from undesignated fund balance.

## Background/History/Details:

In 2019, the Board of Commissioners approved initial funding of \$1,000,000.00 to plan and build a new animal shelter. The County and Peachtree City entered into a agreement to sell the current property to Peachtree City, and the County purchased property near the current Peachtree City Water and Sewer Authority location. The County is renting the current facility.

Plans were designed and the project has been vetted and competitive bids were solicited for the construction of the new shelter. Pro Construction of GA, LLC presented a value engineered cost of \$2,971,416.00 for the construction of the new animal shelter.

## What action are you seeking from the Board of Commissioners?

Approval to award Contract #2052-B to Pro Construction of GA, LLC, for the construction of a new Animal Shelter for the amount of \$2,971,416.00, the transfer of \$140,000 donated funds, and a transfer of \$1,453,950.00 from undesignated fund balance.

## If this item requires funding, please describe:

Funding for this project would come from the \$1,377,466.00 in the budget along with the transfer a donation received on November 3, 2022 for \$140,000.00, and \$1,453,950.00 transfer from undesignated fund balance.

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](http://www.fayettecountyga.gov)

To: Steve Rapson

Through: Ted L. Burgess

From: Natasha M. Duggan

Date: January 12, 2023

**Subject: Contract #2052-B: Animal Shelter Construction**

On September 26, 2019, the Board of Commissioners approved initial funding for the design and building of a new animal shelter in Peachtree City.

The Purchasing Department issued Invitation to Bid #2052-B to secure a contractor to build the new Animal Shelter. Notice of the opportunity was emailed to 109 companies. Another 1,561 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code 90930 (Building Construction, Not Otherwise Classified), 90925 (Building Construction, Prefabricated, All Types), 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 Fayette County website.

Four companies submitted bids (Attachment 1). Since all bids were higher than the available funds, Georgia Code § 50-5-67 allowed us to negotiate with the lowest bidder, Pro Construction. Animal Control recommends that Contract #2052-B be awarded to Pro Construction of GA, LLC for the value engineered amount of \$2,971,416 (Attachment 2).

A Contractor Performance Evaluation is not available since this is the first time contracting with Pro Construction. Animal Control checked their references, and the results were satisfactory.

The current project balance is \$1,377,466. After the architectural, engineering, and land expenditures, the project balance needs to be increased by \$1,593,950. Animal Control is requesting addition of \$140,000 donation and the remaining \$1,453,950 to be transferred from the undesignated fund balance to fully fund the Animal Shelter construction.

Specifics of the proposed contract are as follows:

<b>Contract Name</b>	#2052-B: Animal Shelter Construction
<b>Contractor</b>	Pro Construction of GA, LLC
<b>Type of Contract</b>	<b>Construction</b>
<b>Contract Amount</b>	\$2,971,416.00

**Budget:**

Fund	<b>375</b>	<b>CIP</b>
Org Code	37530910	Animal Control
Object	541320	Buildings and Structures
Project	203AR	Modern Animal Shelter

Available Balance:

Project Balance	\$1,377,466.00
Undesignated Fund Balance	1,453,950.00
Donation	<u>140,000.00</u>
Net Available	\$2,971,416.00 After BOC Approval

		SoCo		Quality Construction by McLeRoy		Headley Construction Corporation		Pro Construction	
A	General Conditions	Cost \$	Sub-total.	Cost \$	Sub-total.	Cost \$	Sub-total.	Cost \$	Sub-total.
101	Permits (BY OWNER)	\$ -		\$ -		\$ -		\$ -	
102	Mobilization and Field Office	\$ 45,000.00		\$ 28,500.00		\$ 3,655.00		\$ 6,000.00	
103	Performance Bond / 100% Material Payment Bond	\$ 66,600.00		\$ 43,200.00		\$ 34,552.00		\$ 45,000.00	
104	Project Insurance	\$ 7,000.00		\$ 12,600.00		\$ 7,788.00		\$ 4,000.00	
105	Payroll Taxes & Benefits	\$ 26,000.00		\$ 270,000.00		\$ -		\$ 20,000.00	
106	Job Supervision	\$ 160,000.00		\$ 150,000.00		\$ 124,915.00		\$ 75,600.00	
107	Field Eng. / Layout /Construction Staking / Testing	\$ 26,000.00		\$ 24,000.00		\$ 8,063.00		\$ 11,500.00	
108	Equipment	\$ 35,000.00		\$ 24,000.00		\$ 2,688.00		\$ 8,000.00	
109	Expendables / Job Trailer / Toilets / Misc. Expenses	\$ 15,000.00		\$ 12,000.00		\$ 4,246.00		\$ 12,953.00	
110	Construction Utilities (Temporary)	\$ 18,000.00		\$ 7,200.00		\$ 3,515.00		\$ 3,798.00	
111	Construction Project Signage Allowance	\$ 1,000.00		\$ 1,000.00		\$ 1,075.00		\$ 1,000.00	
112	General Clean-up & Disposal	\$ 6,000.00		\$ 15,840.00		\$ 15,712.00		\$ 16,500.00	
A	Subtotal		\$ 405,600.00		\$ 588,340.00		\$ 206,209.00		\$ 204,351.00
B	Site Development								
201	FEMA Elevation Certificate	\$ -		\$ 1,800.00		\$ -		750	
202	Concrete Sidewalks, Drives and Aprons	\$ 85,000.00		\$ 18,000.00		\$ 23,241.00		\$ 17,409.00	
203	Erosion Control Maintenance	\$ 7,000.00		\$ 38,040.00		\$ 23,073.00		\$ 20,913.00	
204	Landscape Plan	\$ 96,000.00		\$ 20,850.00		\$ 18,678.00		\$ 17,375.00	
205	Site Utilities Connections	\$ 70,000.00		\$ 236,967.60		\$ 153,823.00		\$ 109,000.00	
206	Line not used								
207	Striping / Signage	\$ 15,000.00		\$ 5,400.00		\$ 1,398.00		\$ 1,058.00	
208	Asphalt Paving	\$ 120,000.00		\$ 97,635.60		\$ 107,999.00		\$ 94,873.00	
209	Parking Bumpers/Standard 6-ft.	\$ 1,000.00				\$ 2,580.00		\$ 2,297.00	
210	Project signage	\$ 1,000.00		\$ 1,200.00		\$ 1,903.00		\$ 420.00	
211	Site signage (max. size 32 sq. ft.)	\$ 2,000.00		\$ 1,200.00		\$ 5,403.00		\$ -	
212	Temporary Fencing	\$ 8,000.00		\$ 9,000.00		\$ 1,613.00		\$ -	
213	Termite Control 313116	\$ 500.00		\$ 420.00		\$ 651.00		\$ 400.00	
214	Earthwork 312000	\$ 280,000.00		\$ 109,560.00		\$ 163,590.00		\$ 128,310.00	
B	Subtotal		\$ 685,500.00		\$ 540,073.20		\$ 503,952.00		\$ 392,805.00
C	Building Construction					Calculation Error			
302	Concrete (03 30 00)	\$ 200,000.00		\$ 90,900.00		\$ 94,626.00		\$ 57,488.00	
303	Masonry/Masonry Veneer (04 26 13)	\$ 8,000.00		\$ 101,394.00		\$ 17,554.00		\$ 16,328.00	
304	Steel	\$ 90,000.00		\$ 9,000.00		\$ -		\$ -	
305	Rough Carpentry, Framing, Ply-wood (including nailers and sheathing)	\$ 200,000.00		\$ 127,137.60		\$ 115,079.00		\$ 188,622.00	
306	Cabinetry/Millwork	\$ 30,000.00		\$ 30,000.00		\$ 17,138.00		\$ 42,000.00	
307	Batt Insulation/Polyisoanurate insulation Board	\$ 10,000.00		\$ 21,950.40		\$ 29,400.00		\$ 47,464.00	
308	Pre-engineered wood-frame/wood truss "Morton" Building including all framed walls, trusses.	\$ 30,000.00		\$ 83,976.00		\$ 36,222.00		\$ -	
309	Flashing and Sheet Metal	\$ 8,000.00		\$ 6,000.00		\$ 1,935.00		\$ 7,500.00	
310	Waterproofing	\$ 20,000.00		\$ 12,000.00		\$ 3,005.00		\$ 3,500.00	
311	Cement Board Siding and Trim	\$ 20,000.00		\$ 6,000.00		\$ 9,968.00		\$ 6,500.00	
312	Caulking and Sealants	\$ 48,000.00		\$ 12,300.00		\$ 3,832.00		\$ 4,000.00	
313	Doors & Frames			\$ 88,134.00		\$ 39,135.00		\$ 73,959.00	
314	Door Finish Hardware (see allowances)								

## Tally Sheet - 2052-B Animal Shelter Construction

## Addendum 4 - Attachment 1, 10/18/2022

## BID SUMMARY FOR ITB 2052-B: FAYETTE COUNTY ANIMAL SHELTER CONSTRUCTION

		SoCo		Quality Construction by McLeRoy		Headley Construction Corporation		Pro Construction		
314a	Interior Door Leaf (23 doors/maximum \$800 per door)	\$	18,400.00		\$ 22,080.00		\$ 19,780.00	\$	18,400.00	
314b	Exterior Door Leaf (7 doors/maximum \$1,200 per door)	\$	8,400.00		\$ 10,080.00		\$ 9,030.00	\$	8,400.00	
315	Metal Roofing, Gutters & Downspouts	\$	160,000.00		\$ 271,200.00		\$ 266,923.00	\$	215,000.00	
316	Fiber-Reinforced Panels	\$	12,000.00		\$ 48,000.00		\$ -	\$	18,875.00	
317	Aluminum Windows (08 51 13)	\$	130,000.00		\$ 112,633.20		\$ 112,134.00	\$	17,556.00	
318	Window Blinds (12 20 00)	\$	9,000.00		\$ 9,000.00		\$ 7,095.00	\$	6,188.00	
319	Lighting Fixtures	\$	22,000.00		\$ -		\$ -			
320	Gypsum Wall Board/Cementious Backer Board Assemblies	\$	120,000.00		\$ 55,200.00		\$ 89,721.00	\$	81,234.00	
321	Ceiling Assemblies (2x2) & GWB	\$	80,000.00		\$ -		\$ -			
322	Ceiling Access Panels (10 04 03)	\$	3,000.00		\$ -		\$ 538.00	\$	3,907.00	
323	Carpet				\$ 10,555.20		\$ -			
324	Rubber base				\$ 1,800.00		\$ -	\$	5,100.00	
325	Ceramic tile (09 30 13)	\$	-		\$ 9,000.00		\$ -	\$	9,500.00	
326	Resilient Flooring (09 65 19)				\$ 12,000.00		\$ 10,955.00	\$	10,500.00	
327	Resinous floor covering (Stonclad GS) (09 67 23)				\$ 79,239.60		\$ 53,745.00	\$	49,995.00	
328	Fastop Multi TopFloor SL45 System including all options (Addendum 4, Attachment 4)				\$ 90,000.00		\$ 20,524.00	\$	8,500.00	
329	Paint (09 91 00)	\$	25,000.00		\$ 36,000.00		\$ 24,188.00	\$	34,312.00	
330	Fire Extinguishers and Accessories (Allow for Type A-B-C 10 lb.)	\$	3,000.00		\$ 3,000.00		\$ 1,914.00	\$	1,712.00	
331	Toilet Accessories	\$	12,000.00		\$ 12,000.00		\$ 2,161.00	\$	2,087.00	
332	Plumbing	\$	900,000.00		\$ 218,974.80		\$ 209,238.00	\$	239,018.00	
333	HVAC (23 06 30)	\$	330,000.00		\$ 329,734.80		\$ 279,500.00	\$	267,150.00	
334	Electrical	\$	360,000.00		\$ 264,000.00		\$ 228,410.00	\$	280,200.00	
335	Kennels and Veterinary Equipment (13 19 00)				\$ 451,102.80		\$ 456,351.00	\$	415,129.00	
336	Lockers (10 51 00)				\$ 22,027.20		\$ 3,978.00	\$	8,500.00	
337	Special Equipment	\$	200,000.00		\$ 12,000.00		\$ 12,030.00	\$	-	
338	Exterior Metal Stairs (05 51 00)	\$	60,000.00		\$ 33,000.00		\$ 39,687.00	\$	43,688.00	
339	Interior Signage	\$	15,000.00		\$ 3,000.00		\$ 16,213.00	\$	15,082.00	
340	Misc Finishes	\$	16,000.00		\$ 6,000.00		\$ -	\$	199,182.00	
341	Chainlink Fencing (32 31 13)	\$	350,000.00		\$ 13,740.00		\$ 274,741.00	\$	106,125.00	
342	Grease Trap				\$ 5,400.00		\$ -	\$	9,500.00	
343	Trench Drain				\$ 40,020.00		\$ -	\$	19,000.00	
C	Subtotal			\$ 3,497,800.00		\$ 2,769,579.60		\$ 2,506,750.00		\$ 2,541,201.00
					Calculation Error					
	Security System Allowance (Fine, Access Control, Security & Cameras)			\$ 60,000.00		\$ 60,000.00		\$ 64,500.00		\$ 60,000.00
	General Contingency Allowance			\$ 60,000.00		\$ 60,000.00		\$ 64,500.00		\$ 60,000.00
	ANIMAL SHELTER TOTAL BID			\$ 4,708,900.00		\$ 3,980,000.00		\$ 3,345,911.00		\$ 3,258,357.00
					Detail does not match total bid		Calculation Error			
E	Alternate Bid Items (01 23 00)									
For Alternates below, please clearly indicate with a plus (+) or minus (-) whether the alternate sum is an addition or deduction from the base bid.										
	Alternate 1 - Provide 6:12 roof slope in lieu of 4:12			\$ 30,500.00		\$ 23,400.00		\$ 16,023.00		\$ 14,500.00
	Alternate 2 - Provide Sprinkler system and riser room			\$ 60,000.00		\$ 65,616.00		\$ 70,560.00		\$ 116,117.00
	Alternate 3 - Provide R-49 Spray-foam attic insulation in lieu of batt			\$ 15,500.00		\$ 29,280.00		\$ 51,349.00		\$ 27,273.00

Exceptions Noted



2052-B: Animal Shelter Construction  
Bid & Value Engineering  
Pro Construction of GA, LLC

		Final Contract Amount
ORIGINAL	Base Bid - No alternates	3,258,357
VALUE ENGINEERING		
	1 Pre-engineered metal building	(34,111)
	2 HDPE Gator kennels	(135,524)
	3 Interior fixed steel ladder to attic	(30,688)
	4 Metal stud framing in lieu of wood	-
	5 Vinal faced acoustic ceiling tile	(23,689)
	6 Liberty hose reels in lieu of Cox	(1,610)
	7 White fiberglass/vinyl windows	(3,300)
	8 Fiberglass shower insert	(9,000)
	9 Concrete splash blocks	(6,500)
	10 Doormerica door hardware	(13,000)
	11 <del>Delete stone wainscoting from front</del>	-
	12 <del>Delete performance &amp; payment bonds</del>	-
	13 <del>Delete access controls/low voltage</del>	-
	14 Deduct for fencing on WASA plans	<u>(74,500)</u>
	Total deductions	(331,922)
ADD BACK		
	1 A/E design fees if metal bldg is used	25,000
	2 Metal cabinets in lieu of wood	<u>19,981</u>
	Total add-backs	44,981
NET AMOUNT		2,971,416

# COUNTY AGENDA REQUEST

Page 54 of 84

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Award of Bid #2184-B to McLeRoy, Inc. for the construction of a roundabout and paths at the intersection of Redwine Road, Bernhard Road, and Peachtree Parkway (17TAL) in the amount of \$3,070,796.21, and approval to transfer \$2,194,855.71 from various 2017 SPLOST projects to 17TAL (list attached).

## Background/History/Details:

Fayette County's list of 2017 SPLOST transportation projects includes four intersection improvement projects. This agenda item is for completion of one of the projects. Two of the other projects are complete (Brogdon/New Hope Roads and Antioch/Goza Roads) and work is on-going at the forth (Ebenezer Church/Ebenezer Roads).

This project began in 2018 with development of an Alternative Analysis Report that recommended design of a roundabout for the intersection. The recommendation was approved by the BOC on August 9, 2018. The BOC authorized acquisition of right-of-way for the project on May 27, 2021 and ITB #2184-B was issued on October 4, 2022. Information on the procurement process is provided in the attached memo from Purchasing.

The ITB specifies a project duration of 280 Calendar Days from the date the Notice to Proceed is issued.

The funding transfer request of \$2,194,855.71 is to cover the difference between the project's current balance and the low-bid price for construction (\$3,070,796.21). The increase in project cost is due to expanded scope from the original concept and increased costs since the budget was set in 2016.

## What action are you seeking from the Board of Commissioners?

Award of Bid #2184-B to McLeRoy, Inc. for the construction of a roundabout and paths at the intersection of Redwine Road, Bernhard Road, and Peachtree Parkway (17TAL) in the amount of \$3,070,796.21, and approval to transfer \$2,194,855.71 from various 2017 SPLOST projects to 17TAL (list attached).

## If this item requires funding, please describe:

Funding for project 17TAL is from the 2017 SPLOST (322). The transfer of money from various sources (see attached list) is required to fully fund the project.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:



**Purchasing Department**  
 140 Stonewall Avenue West, Ste 204  
 Fayetteville, GA 30214  
 Phone: 770-305-5420  
[www.fayettecountyga.gov](http://www.fayettecountyga.gov)

To: Steve Rapson

Through: Ted L. Burgess *TB*

From: Sherry White *SW*

Date: January 12, 2022

**Subject: Contract #2184-B: Redwine, Bernhard & Peachtree Pkwy Roundabout**

The intersection at Redwine Road, Bernhard Road & Peachtree Pkwy is currently controlled by four way stop signs. This project is seeking a general contractor for the construction of a roundabout at the intersection.

The Purchasing Department issued Invitation to Bid #2184-B to secure a general contractor for the project. Notice of the opportunity was emailed to 122 companies. Another 726 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code #91327(Construction, Highway and Road) and #91350 (Construction, Streets, Major and Residential, Including Reconstruction). The offer was also advertised through Fayette News, Georgia Local Government Access Marketplace, the county website, and Channel 23.

Five companies submitted bids (Attachment 1).

Public Works recommends awarding to the lowest responsive bidder, McLeRoy, Inc. A contractor evaluation is attached (Attachment 2).

Funds for this project consist of CIP 17TAL and or surplus from other projects as follows:

\$875,940.50	17TAL Redwine, Bernhard, & Peachtree Parkway
\$770,424.27	N/A SPLOST Transportation Contingency
\$765,700.00	17TAN Ebenezer Church, Ebenezer, & Spear
\$144,732.45	17TAE Sandy Creek Road Operational Improvements
\$150,000.00	17TAK Transportation Studies
\$34,068.68	17TAM Brogdon & New Hope Roads
<u>\$329,930.31</u>	17TAG Intersection Improvements
<b>\$3,070,796.21</b>	<b>Total available after Transfer</b>

Specifics of the proposed contract are as follows:

<b>Contract Name</b>	#2184-B: Redwine, Bernhard & Peachtree Pkwy Roundabout	
<b>Contractor</b>	McLeRoy, Inc.	
<b>Contract Amount</b>	\$3,070,796.21	
<b>Budget:</b>		
Fund	322	2017SPLOST
Org Code	32240220	ROAD SPLST
Object	541210	OTHER IMP
Project	17TAL	REDWINE, BERNHARD, PT PKWY
Available	\$3,070,796.21	*Amount after transfer



**#2184-B Redwine, Bernhard, & S Peachtree Pkwy Roundabout**

3:00p.m., Friday, November 18, 2022

## Tally Sheet

Company Name	Total Bid Amounts including Allowance
Piedmont Paving	\$4,250,195.44
Southeastern Site Development	\$3,942,399.55
Summit Construction	\$3,428,329.50
Wilson Construction	\$3,337,773.00
McLeRoy Inc	\$3,070,796.21

# 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: MCLEROY INC (QUALITY CONSTRUCTION)	Contract Number: 1894-B
Mailing Address: 200 PLAZA DRIVE	Contract Description or Title: BROGDON & NEW HOPE
City, St, Zip Code: ZEBULON, GA 30295	Contract Term (Dates) From: 02/2021 TO 05/2022
Phone Number: 770-567-3514	Task Order Number:
Cell Number:	Other Reference: 2184-B REDWINE, BERNHARD & PEACHTREE PARKWAY ROUNDAABOUT
E-Mail Address: ERIC@MCLEROYINC.COM	

## DEFINITIONS

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

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

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

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

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

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

## EVALUATED BY

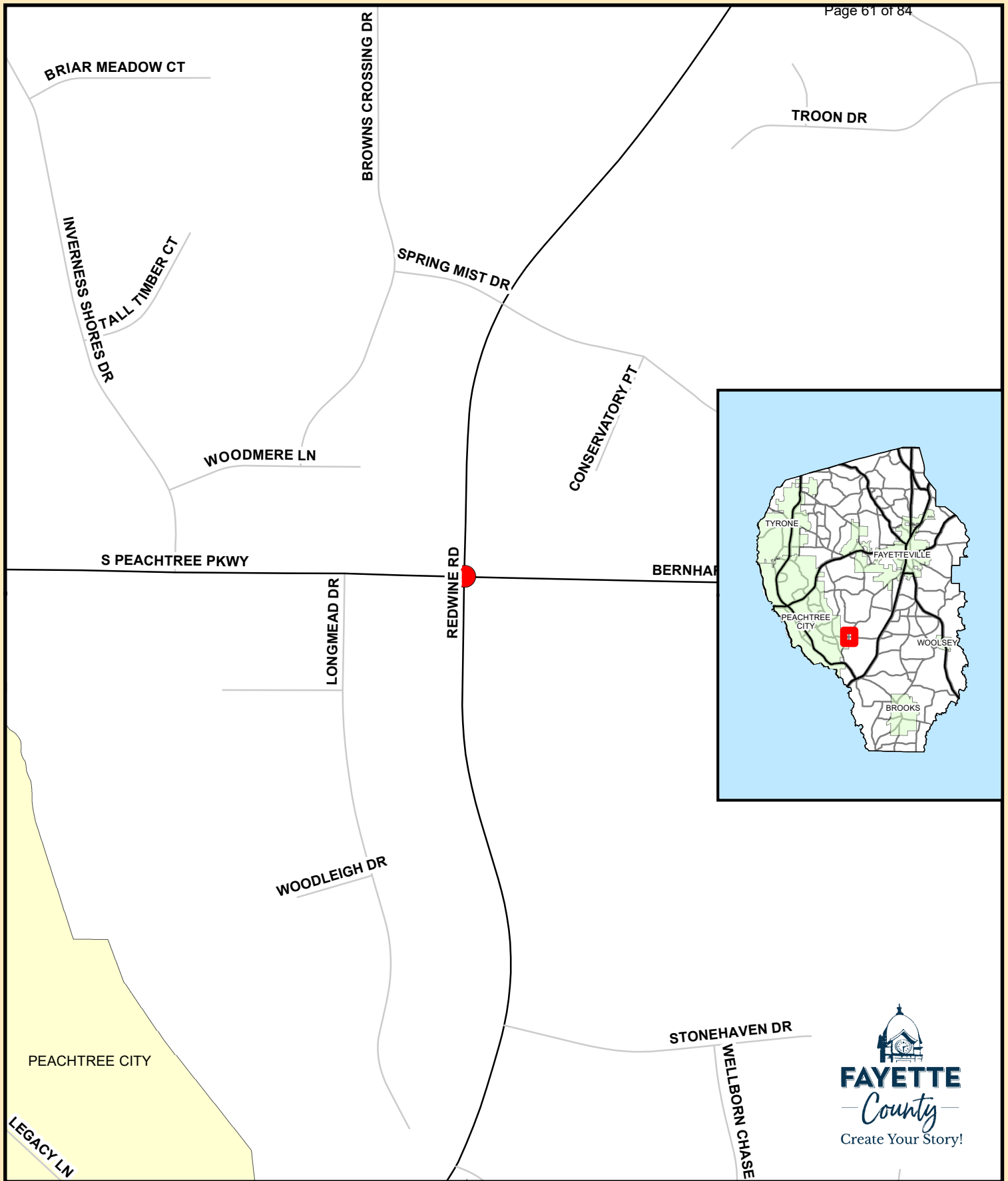
Signature: <i>P. Mallon</i>	Date of Evaluation: 11/21/2022
Print Name: Phil Mallon	Department/Division: Public Works
Title: Director of Public Works	Telephone No: 770-320-6009

[illegible]

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

17TAL - Redwine, Bernhard, & Peachtree Parkway Funding Sources 12-Jan-23			
Project Number	Project Name	Available Budget	For Award of Project 17TAL
17TAL	Redwine, Bernhard, & Peachtree Parkway	\$ 875,940.50	\$ 875,940.50
N/A	SPLOST Transportation Contingency	\$ 770,424.27	\$ 770,424.27
17TAN	Ebenezer Church, Ebenezer, & Spear	\$ 1,262,902.22	\$ 765,700.00
17TAE	Sandy Creek Road Operational Improvements	\$ 144,732.45	\$ 144,732.45
17TAK	Transportation Studies	\$ 150,000.00	\$ 150,000.00
17TAM	Brogdon & New Hope Roads	\$ 34,068.68	\$ 34,068.68
17TAG	Intersection Improvements	\$ 449,522.04	\$ 329,930.31
<b>Total</b>			<b>\$ 3,070,796.21</b>

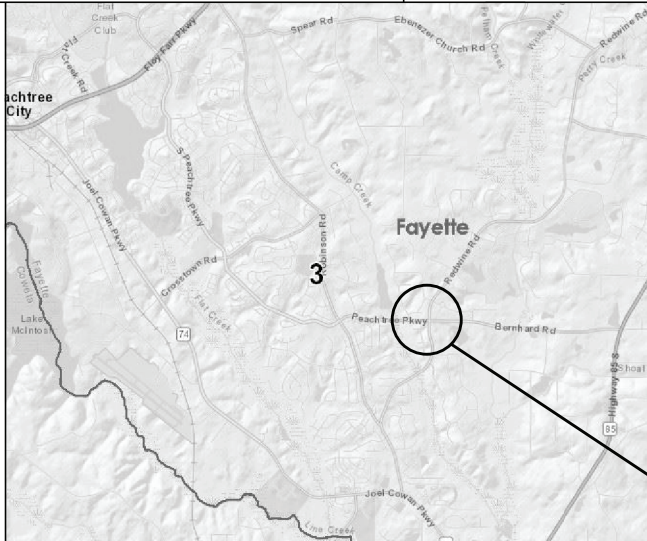




● Project Location

Fayette County 2017 SPLOST  
17TAL Redwine Road Roundabout  
Transportation





LOCATION SKETCH

DESIGN DATA:  
TRAFFIC A.D.T.: 6125 (2018)  
TRAFFIC A.D.T.: 6325 (2020)  
TRAFFIC A.D.T.: 8525 (2040)  
TRAFFIC D.H.V.: 580 (K-FACTOR - 9.1%)  
DIRECTIONAL DIST: 50/50  
% TRUCKS: 3.6%-SU/ 1.0%-COMB.  
24 HR. TRUCKS %: 4.9  
SPEED DESIGN: 35 MPH & 45 MPH  
INSCRIBED DIA.: 130'  
ENTRY RADIUS: 70'  
EXIT RADIUS: 350'

FUNCTIONAL CLASS:  
REDWINE RD: MINOR ARTERIAL  
PEACHTREE PKWY: MINOR ARTERIAL  
BERNHARD RD: MAJOR COLLECTOR (GDOT)  
MINOR ARTERIAL (FAYETTE COUNTY)

THIS PROJECT IS LOCATED IN  
FAYETTE COUNTY, CONG. DIST.  
NO. 13, & COMM. DIST. NO. 3  
GMD: 495

PROJECT DESIGNATION:  
FUNDED 2017 SPLOST, 177AL

THIS PROJECT HAS BEEN PREPARED  
USING THE HORIZONTAL GEORGIA  
COORDINATE SYSTEM OF 1984 (NAD  
1983/1994 WEST ZONE, AND THE NORTH  
AMERICAN VERTICAL DATUM (NAVD)  
OF 1988.

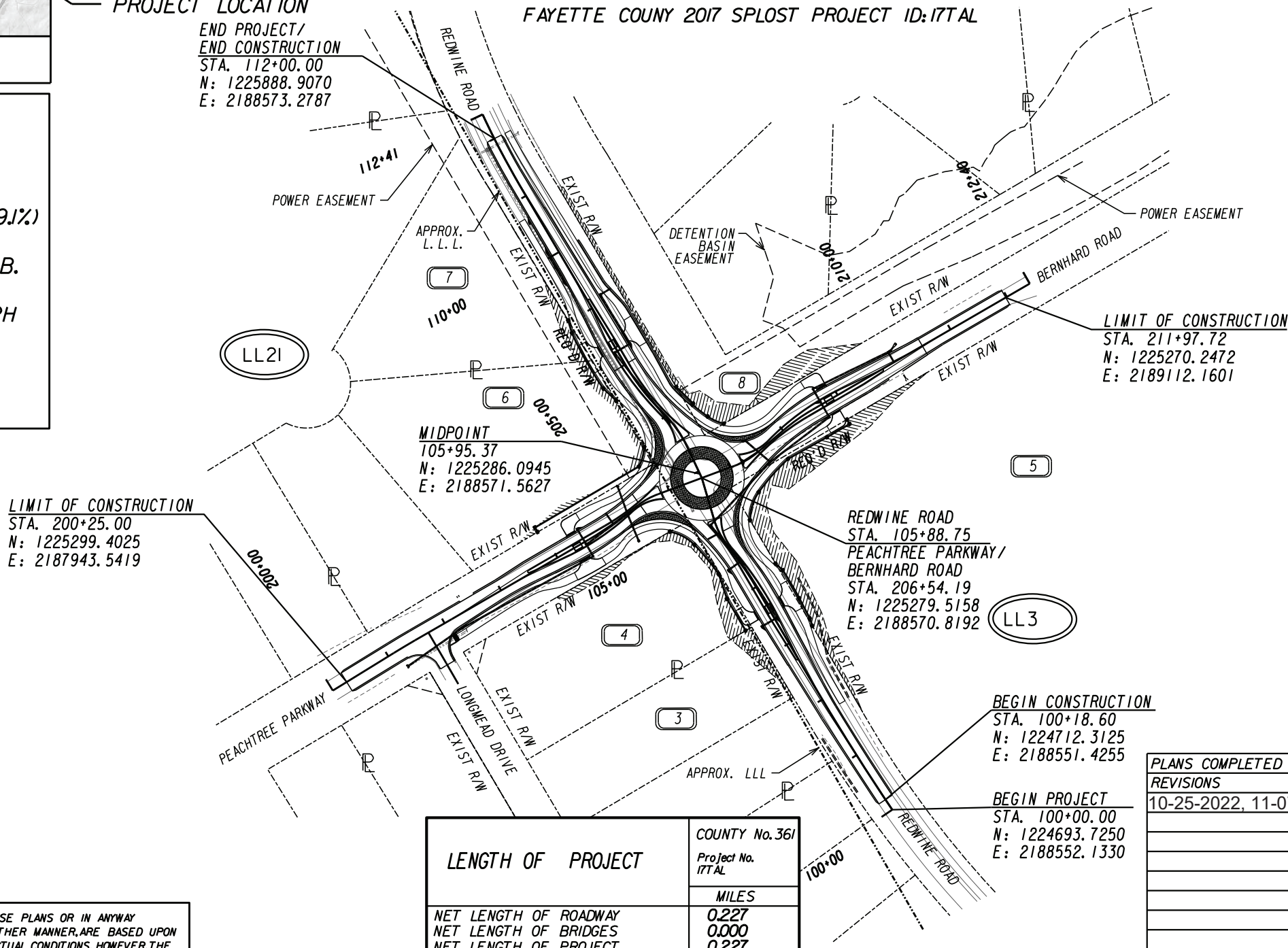


THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS OR IN ANYWAY  
INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON  
FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE  
SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED, AND DO NOT BIND FAYETTE  
COUNTY IN ANY WAY. THE ATTENTION OF BIDDER IS SPECIFICALLY DIRECTED TO SUBSECTIONS 102.04,  
102.05, AND 104.03 OF THE SPECIFICATIONS.

PROJECT LOCATION

END PROJECT/  
END CONSTRUCTION  
STA. 112+00.00  
N: 1225888.9070  
E: 2188573.2787

FAYETTE COUNY 2017 SPLOST PROJECT ID: 177AL



**CROY**  
ENGINEERING  
Engineers  
Planners  
Surveyors

200 NORTH COBB PARKWAY, BLDG. 400, SUITE 413  
MARIETTA, GA 30062  
PHONE: (770) 971-5407 FAX: (770) 971-0620

PLANS PREPARED BY  
CROY ENGINEERING  
UNDER THE SUPERVISION OF



LEVEL 11 CERT. 6947

CHRIS RIDEOUT, P.E.

LENGTH OF PROJECT	COUNTY No. 361
	Project No. 177AL
	MILES
NET LENGTH OF ROADWAY	0.227
NET LENGTH OF BRIDGES	0.000
NET LENGTH OF PROJECT	0.227
NET LENGTH OF EXCEPTIONS	0.000
GROSS LENGTH OF PROJECT	0.227

PLANS COMPLETED	9-19-2022
REVISIONS	
10-25-2022, 11-07-2022	

DRAWING No.

01-0001

# COUNTY AGENDA REQUEST

Page 63 of 84

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Request to award Bid #2191-B; Resurfacing FY23 to C.W. Matthews, Inc. in the amount of \$2,758,308.35.

## Background/History/Details:

Contractor resurfacing of 15 roads (8.43 miles) including the following subdivisions and roads:

- Harp Road
- Alexander Ware Estates
- Coventry Estates
- Timber Lakes Subdivision
- Goza Woods Subdivision
- Warren Lake Subdivision
- Welbourn Chase
- Goza Road intersection with Antioch Road

Contractor Mill Patching on 11 roads that will have Micro Surfaced or HA5 Mineral Bond place in June 2023.

## What action are you seeking from the Board of Commissioners?

Approval to award Bid #2191-B; Resurfacing FY23 to C.W. Matthews, Inc. in the amount of \$2,758,308.35.

## If this item requires funding, please describe:

There is funding available in the Road Department's M&O and LMIG accounts to fund this project.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:



**Purchasing Department**  
 140 Stonewall Avenue West, Ste 204  
 Fayetteville, GA 30214  
 Phone: 770-305-5420  
[www.fayettecountyga.gov](http://www.fayettecountyga.gov)

To: Steve Rapson

Through: Ted L. Burgess *TB*

From: Sherry White *SW*

Date: January 12, 2023

**Subject: Contract #2191-B: Contractor Resurfacing FY23**

The Purchasing Department issued Invitation to Bid #2191-B: Contractor Resurfacing FY23 to secure a contractor to resurface, patch and crack seal various roads in Fayette County. The contract includes twenty-six county roads, fifteen will be resurfaced. Eleven of the roads will be mill patched to prep for Micro Surfacing or HA5 mineral bond in June 2023.

Notice of the opportunity was emailed to ten companies. Another 474 were contacted through the web-based Georgia Procurement Registry, who were registered under commodity codes #91371 (Maintenance and Repair, Highway and Roads, Including Removal of Asphalt, Concrete, Bitumens, etc.), #91384 (Maintenance and Repair, Streets, Major and Residential), #91395 (Paving and Resurfacing, Highway and Road) and #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.

Eight (8) companies submitted bids (Attachment 1).

The Road Department recommends awarding to the lowest responsive contractor C.W. Matthews, Inc. A Contractor Performance Evaluations is attached (Attachment 2).

Specifics of the proposed contract are as follows:

<b>Contract Name</b>		2191-B: Contractor Resurfacing FY23		
<b>Vendor</b>		C.W. Matthews, Inc		
<b>Not-to-Exceed Amount</b>		\$2,758,308.35		
<b>Budget:</b>				
<b>Road</b>	<b>Technical</b>	<b>Contract</b>		
<b>Dept</b>	<b>Services</b>	<b>Project</b>	<b>Amount</b>	<b>Budget*</b>
10040220	521316	M&O	\$1,698,894.85	\$1,894,674.11
10040220	521316	LMIG23	<u>\$1,059,413.50</u>	<u>\$1,114,413.50</u>
Totals			\$2,758,308.35	\$3,009,087.61

\*As of 12/20/2022



OPENING DATE: 3:00pm, December 7, 2022

**TALLY SHEET**  
**ITB #2191-B Contractor Resurfacing FY23**

DESCRIPTION	UNIT	ESTIMATED EQUANTITY	McLeRoy		Summit Construction		ER Snell		Piedmont Paving	
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
Traffic Control	LS	1	\$358,750.00	\$358,750.00	\$514,430.00	\$514,430.00	\$163,000.00	\$163,000.00	\$199,660.00	\$199,660.00
Grading per Mile	LM	3.38	\$14,750.00	\$49,855.00	\$20,000.00	\$67,600.00	\$17,000.00	\$57,460.00	\$12,267.00	\$41,462.46
12.5mm	TN	4,404	\$108.42	\$477,481.68	\$148.00	\$651,792.00	\$117.00	\$515,268.00	\$117.50	\$517,470.00
9.5mm Type 2	TN	4,729	\$110.94	\$524,635.26	\$148.00	\$699,892.00	\$129.00	\$610,041.00	\$122.00	\$576,938.00
12.5mm Patching	TN	1,577	\$263.42	\$415,413.34	\$140.00	\$220,780.00	\$205.00	\$323,285.00	\$180.00	\$283,860.00
19mm Patching	TN	5,561	\$250.00	\$1,390,250.00	\$135.00	\$750,735.00	\$179.00	\$995,419.00	\$193.00	\$1,073,273.00
19mm Binder Layer	TN	723	\$110.00	\$79,530.00	\$145.00	\$104,835.00	\$125.00	\$90,375.00	\$119.50	\$86,398.50
Crack Sealing	CLM	5.62	\$6,930.00	\$38,946.60	\$8,500.00	\$47,770.00	\$8,700.00	\$48,894.00	\$8,500.00	\$47,770.00
Bitum Tack Coat	GAL	9,793	\$8.70	\$85,199.10	\$6.50	\$63,654.50	\$3.30	\$32,316.90	\$5.75	\$56,309.75
Mill Asph Conc Pvmt, Variable Depth	SY	45,344	\$1.95	\$88,420.80	\$6.50	\$294,736.00	\$6.25	\$283,400.00	\$4.42	\$200,420.48
5" Yellow Thermoplastic Striping	LF	32,218	\$0.52	\$16,753.36	\$1.00	\$32,218.00	\$0.56	\$18,042.08	\$0.57	\$18,364.26
5" White Thermoplastic Striping	LF	34,878	\$0.52	\$18,136.56	\$1.00	\$34,878.00	\$0.56	\$19,531.68	\$0.57	\$19,880.46
5" White Skip Thermoplastic Striping	GLF	725	\$0.35	\$253.75	\$1.00	\$725.00	\$0.39	\$282.75	\$0.39	\$282.75
24" Stop Bars	LF	48	\$15.00	\$720.00	\$12.50	\$600.00	\$16.75	\$804.00	\$16.50	\$792.00
RPMS (Type 1, 2 & 3)	EA	865	\$5.25	\$4,541.25	\$9.50	\$8,217.50	\$5.60	\$4,844.00	\$5.65	\$4,887.25
Permanent Grassing	AC	1.64	\$3,700.00	\$6,068.00	\$2,000.00	\$3,280.00	\$7,000.00	\$11,480.00	\$3,500.00	\$5,740.00
<b>TOTAL NOT TO EXCEED PROJECT PRICE</b>				\$3,554,954.70		\$3,496,143.00		\$3,174,443.41		\$3,133,508.91

			Magnum Paving		Atlanta Paving & Concrete		Blount Construction		CW Matthews	
DESCRIPTION	UNIT	ESTIMATED EQUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
Traffic Control	LS	1	\$165,000.00	\$165,000.00	\$90,000.00	\$90,000.00	\$171,992.08	\$171,992.08	\$311,555.89	\$311,555.89
Grading per Mile	LM	3.38	\$30,000.00	\$101,400.00	\$16,000.00	\$54,080.00	\$23,735.43	\$80,225.75	\$13,356.66	\$45,145.51
12.5mm	TN	4,404	\$116.30	\$512,185.20	\$127.03	\$559,440.12	\$119.31	\$525,441.24	\$99.80	\$439,519.20
9.5mm Type 2	TN	4,729	\$125.12	\$591,692.48	\$128.05	\$605,548.45	\$124.59	\$589,186.11	\$111.34	\$526,526.86
12.5mm Patching	TN	1,577	\$177.36	\$279,696.72	\$199.07	\$313,933.39	\$179.24	\$282,661.48	\$148.71	\$234,515.67
19mm Patching	TN	5,561	\$184.06	\$1,023,557.66	\$167.72	\$932,690.92	\$169.92	\$944,925.12	\$142.69	\$793,499.09
19mm Binder Layer	TN	723	\$123.38	\$89,203.74	\$124.60	\$90,085.80	\$109.91	\$79,464.93	\$103.71	\$74,982.33
Crack Sealing	CLM	5.62	\$8,500.00	\$47,770.00	\$6,500.00	\$36,530.00	\$8,227.35	\$46,237.71	\$7,772.00	\$43,678.64
Bitum Tack Coat	GAL	9,793	\$5.00	\$48,965.00	\$4.00	\$39,172.00	\$3.85	\$37,703.05	\$3.04	\$29,770.72
Mill Asph Conc Pvmt, Variable Depth	SY	45,344	\$4.45	\$201,780.80	\$5.90	\$267,529.60	\$3.95	\$179,108.80	\$4.58	\$207,675.52
5" Yellow Thermoplastic Striping	LF	32,218	\$0.75	\$24,163.50	\$0.78	\$25,130.04	\$0.64	\$20,619.52	\$0.60	\$19,330.80
5" White Thermoplastic Striping	LF	34,878	\$0.75	\$26,158.50	\$0.78	\$27,204.84	\$0.64	\$22,321.92	\$0.60	\$20,926.80
5" White Skip Thermoplastic Striping	GLF	725	\$1.10	\$797.50	\$2.00	\$1,450.00	\$0.88	\$638.00	\$0.80	\$580.00
24" Stop Bars	LF	48	\$17.50	\$840.00	\$25.00	\$1,200.00	\$16.50	\$792.00	\$15.00	\$720.00
RPMS (Type 1, 2 & 3)	EA	865	\$5.50	\$4,757.50	\$8.00	\$6,920.00	\$5.50	\$4,757.50	\$5.00	\$4,325.00
Permanent Grassing	AC	1.64	\$5,000.00	\$8,200.00	\$4,000.00	\$6,560.00	\$6,162.50	\$10,106.50	\$3,388.00	\$5,556.32
<b>TOTAL NOT TO EXCEED PROJECT PRICE</b>				\$3,126,168.60		\$3,057,475.16		\$2,996,181.71		\$2,758,308.35



# 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: C. W. MATTHEWS CONTRACTING CO. INC.	Contract Number: 2026-B
Mailing Address: 1600 KENVIEW DRIVE	Contract Description or Title: Winter Resurfacing
City, St, Zip Code: MARIETTA, GA 30060	Contract Term (Dates) From: 11/30/2021 – 7/30/2022
Phone Number: 770-422-7520	Task Order Number: n/a
Cell Number: 404-277-3637	Other Reference: #2191-B Contractor Resurfacing FY23
E-Mail Address: MIKEK@CWMATTHEWS.COM	

## DEFINITIONS

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

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

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

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

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

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

## EVALUATED BY

Signature: <i>Bradley Klinger</i>	Date of Evaluation: 12/21/22
Print Name: <i>Bradley Klinger</i>	Department/Division: <i>ROAD</i>
Title: <i>Assistant Director</i>	Telephone No: <i>6039</i>

## CONTRACTOR PERFORMANCE EVALUATION

### Explanation of Outstanding or Unsatisfactory Ratings

Page 2

Company Name:

Contract Number:

**EXPLANATIONS / COMMENTS**

1. Do not submit page 2 without page 1.
2. Use this page to explain evaluations of *Outstanding* or *Unsatisfactory*.
3. Be specific (include paragraph and page numbers referenced in the applicable contract, etc.). Continue on separate sheet if needed (show company name and contract number or other reference)

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



# COUNTY AGENDA REQUEST

Page 69 of 84

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Request to approve Fayette County Fire & Emergency Services to purchase up to 12 Stryker LifePak 15 cardiac monitor/defibrillators at a price of \$542,800.

## Background/History/Details:

Fayette County Fire & Emergency Services' cardiac monitors are in need of replacement due to end-of-serviceable-life of existing equipment that is greater than 8-years old with failing internal boards. Receiving Assistance to Firefighter Grant (AFG) monies to make this purchase was not awarded this year due to increased competition for firefighting safety equipment on a nationwide scale. A plan to purchase this critical life saving equipment, by way of a 5-year lease, was deemed unacceptable due to learning the target monitors would not link to our current reporting systems or other linkable medical equipment, such as LUCAS devices. Stryker is the sole source provider of the LifePak 15 monitors that will link to our current equipment and EMS reporting systems, but do not offer a 5-year lease option. Their lease is 10-years and equates to \$1,175,081.00 over the life of the lease. The serviceable life of a cardiac monitor is listed as 8-years. It is more fiscally responsible for Fire & Emergency Services to make the one-time purchase of the monitors at a price of \$542,800. The savings of the one-time purchase is \$632,281.

## What action are you seeking from the Board of Commissioners?

Approval for Fayette County Fire & Emergency Services to purchase up to 12 Stryker LifePak 15 cardiac monitor/defibrillators at a price of \$542,800.

## If this item requires funding, please describe:

\$105,400 to come from FY23 approved project 37530600 542520 233AQ, with the remaining \$437,400 being split between Fire (270) and EMS (272) Fund Balance, \$218,700 from each fund.

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](http://www.fayettecountyga.gov)

To: Steve Rapson

Through: Ted L. Burgess

From: Natasha M. Duggan

Date: January 12, 2023

**Subject: Contract 2215-S: Stryker Cardiac Monitors**

Fayette County Fire & Emergency Medical Services' current LIFEPAK15 cardiac monitors/defibrillators have reached their end of serviceable life. Stryker Sales, LLC is the sole source provider of LIFEPAK15 monitors that link to current EMS Stryker equipment and reporting systems allowing medical personnel to download vital information from the monitor to the patient report.

EMS is requesting to trade in their existing equipment and purchase 12 cardiac monitors/defibrillators for \$542,800 which includes three-year ProCare Prevent maintenance service. The cost reflects an equipment trade-in discount of \$78,000 (\$6,500 each). An online search of GovDeals.com revealed the same model item sold for \$4,500 each in July 2022. Based on this information, the trade-in offered by Stryker is the best option. The quote from Stryker is attached (Attachment 1).

Funds in the amount of \$105,400 are budgeted in CIP project 233AQ. EMS is requesting the remaining \$437,400 be split evenly and transferred from the Fire (270) and EMS (272) Fund balance to cover the purchase.

A Contractor Performance Evaluation is attached (Attachment 2)

Specifics of the proposed contract are as follows:

<b>Contract Name</b>	#2215-S: Stryker Cardiac Monitors	
<b>Contractor</b>	Stryker Sales, LLC	
<b>Contract Amount</b>	\$542,800.00	
<b>Budget:</b>		
Fund	<b>375</b>	<b>CIP</b>
Org Code	37530600	CIP EMS
Object	542520	Safety Equip
Project	233AQ	Cardiac Monitors
Available	\$542,800.00	After BOC Award and Fund Balance Transfers



Stryker Sales, LLC, through its Medical Division  
P.O. Box 93308  
Chicago, IL 60673-3308

Date: January 16th, 2023

RE:

**Fayette County EMS,**

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

**PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.**

**Product Purchase and Technology Refresh Agreement**

**Schedule A – Products and Pricing**

**Insurance Authorization and Verification**

**State and Local Government Rider**

**Opinion of Counsel**

**\*\*Conditions of Approval: Insurance Authorization and Verification, State and Local Government Rider, Federal ID, Opinion of Counsel**

**PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:**

<b>Federal tax ID number:</b>	_____	<b>AP address:</b>	_____
<b>Purchase order number:</b>	_____	<b>Contact name:</b>	_____
<b>Phone number:</b>	_____	<b>Email address:</b>	_____

Please e-mail completed documents to hope.pedrero@stryker.com. Return original documents to Stryker Sales, LLC, through its Medical Division: P.O. Box 99308 Chicago, IL 60673-3308 (using Fed-Ex Shipping ID# 612-309469).

Sincerely,

Stryker Sales, LLC



Pursuant to the terms of this PRODUCT PURCHASE AND TECHNOLOGY REFRESH AGREEMENT (this “Agreement”), Stryker Sales, LLC, through its Medical Division (“Stryker”) agrees to sell to the customer(s) listed below (the “Customer”) all products and other items listed on **Schedule A** attached hereto and made part hereof (the “Original Products”). Stryker and Customer are referred to individually as a “Party” and collectively as the “Parties.”

<b>Date of Agreement and Term:</b>	The term of this Agreement shall commence the latter of January 16th (the “Effective Date”) or within five (5) business days after Stryker’s receipt of a signed original Agreement, and shall terminate at 11:59 p.m. on January 20th.
<p><b>Signatures:</b> By executing this Agreement, each signatory represents and warrants that such signatory has read the Terms and Conditions, which are set forth below and are part of this Agreement, and that such person is duly authorized to execute this Agreement.</p>	
<b>STRYKER SALES, LLC:</b>	<b>CUSTOMER:</b>
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Address: _____	Address: _____

#### TERMS AND CONDITIONS

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Product Pricing.** The purpose of this Agreement is to allow Customer access to Products at discounted pricing, based on Customer’s agreement to purchase the Products and Services listed in Schedule A. Original Products provided to or for the benefit of Customer under this Agreement will be provided on the terms set forth at [www.strykeremergencycare.com/terms](http://www.strykeremergencycare.com/terms). The pricing of the Products is set forth on Schedule A attached hereto.

2. **Upgrade Option.** Provided no default or event of default has occurred and is continuing under this Agreement, at any time between the thirty-sixth (36th) through the sixtieth (60th) month of the Term, Customer shall have the option to upgrade (the “Upgrade Option”) any or all of the Original Products purchased pursuant to this Agreement in the event Stryker releases for sale in the United States a new product model (“New Product”) that replaces some or all of the Original Products purchased pursuant to this Agreement. This option can be exercised by Customer one time during the Term for each Original Product listed on Exhibit A. The New Product must have substantially the same functionality and specification and be of equal or greater value as the related item of the Original Products, all as reasonably determined by Stryker. If, Customer elects to exercise the Upgrade Option, Customer shall notify Stryker of such election, in writing, and include in such notice a description, including serial numbers, of the Original Products. Immediately upon Customer’s receipt of the New Product, Customer shall return the Original Products to Stryker at Customer’s expense and in the condition and otherwise provided for as required under this Agreement. If Customer exercises the Upgrade Option, Customer shall no longer have the Like-Kind Exchange Option.

3. **Like-Kind Exchange Option.** If at the sixtieth (60th) month of the Term Stryker has not released New Product, Customer shall have the option to exchange (the “Like-Kind

Exchange Option”) the Original Products for products of the same make and model (the “Like-Kind Products,” and collectively with Original Products and New Products as “Products”) as the Original Products. If, Customer elects to exercise the Like-Kind Exchange Option, Customer shall notify Stryker of such election, in writing, and include in such notice a description, including serial numbers, of the Original Products. Immediately upon Customer’s receipt of the Like-Kind Products, Customer shall return the Original Products to Stryker at Customer’s expense and in the condition and otherwise provided for as required under this Schedule. If Customer exercises the Like-Kind Exchange Option, Customer shall no longer have the Upgrade Option.

4. **Risk of Loss.** Effective upon delivery to Customer and continuing until the Original Products are returned to Stryker in accordance with the terms set forth herein, Customer shall bear all risks of loss or damage to the Original Products and if any loss occurs Customer is nevertheless required to satisfy all of its obligations set forth herein.

5. **Payments.** The entire payment for goods and services provided herein is due thirty (30) days from the invoice date.

**Products.** All Original Products shall be used solely for business purposes, and not for personal or household use. Customer shall maintain the Original Products in good repair in accordance with the instructions of the Original Product’s manufacturer, so that it shall be able to operate in accordance with the manufacturer’s specifications. To this end, Customer shall maintain ProCare through election of the Upgrade Option or Like-Kind Exchange Option. Customer shall keep the Original Products free of liens, claims and encumbrances, and shall not modify, move, sell, transfer, or otherwise encumber any Original Product or permit any Original Product to be used by others or become attached to



any realty, in each case without the prior written consent of Stryker, which consent shall not be unreasonably withheld. Any modification or addition to any Original Product shall automatically become the sole property of Stryker. Stryker shall have the right to enter Customer's premises during business hours to inspect any Original Product and observe its use upon at least one (1) day's prior written or verbal notice. Customer shall comply with all applicable laws, rules and regulations concerning the operation, ownership, use and/or possession of the Original Products.

6. Insurance/Indemnification. Customer shall at all times maintain and provide Stryker with certificates of insurance evidencing (i) third-party general liability insurance (covering death and personal injury and damage to third party property) with a minimum limit of \$1 million combined single limit per occurrence and (ii) property insurance covering the Original Products against fire, theft, and other loss, damage or casualty for the full replacement value of the Original Products in each case with insurers acceptable to Stryker. Such policies shall list Stryker as an additional insured and sole loss payee, as applicable, for such insurance. Such insurance policies shall require the insurer to provide Stryker with at least 30 days' prior written notice of any material change in or cancellation of the insurance. In the event that Stryker determines that the insurance is not in effect, Stryker may (but shall not be required to) obtain such insurance and charge Customer an insurance fee (which may include a profit). Upon any loss or damage to any Original Product, Customer shall, at Stryker's sole election, either repair such Original Product or replace it with comparable equipment satisfactory to Stryker. Proceeds of insurance shall be paid to Stryker with respect to any Original Product loss, damage, theft or other casualty and shall, at the election of Stryker, be applied either to the repair of the Original Product by payment by Stryker directly to the party completing the repairs, or to the reimbursement of Customer for the cost of such repairs; provided, however, that Stryker shall have no obligation to make such payment or any part thereof until receipt of such evidence as Stryker shall deem satisfactory that such repairs have been completed and further provided that Stryker may apply such proceeds to any sum due or to become due hereunder if at the time such proceeds are received by Stryker there shall have occurred any Event of Default or any event which with lapse of time or notice, or both, would become an Event of Default. To the extent not expressly prohibited by applicable law, Customer will reimburse and defend Stryker for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by Stryker relating to the Original Products and which relate to or arise out of Customer's act or omission or the act or omission of Customer's agents or employees or others (excluding Stryker) with access to the Original Products. All Taxes and indemnity obligations shall survive the termination, cancellation or expiration of this Agreement.

7. Confidentiality. Neither Party will disclose the terms of this Agreement or any other confidential or proprietary information of the other Party without the prior written authorization of the disclosing Party, except as required for the performance of Agreement or by applicable law, order or regulation. Any person that receives such information of Stryker shall be under written confidentiality obligations at least as stringent as those set forth herein. This Confidentiality clause shall survive termination or expiration of this Agreement.

8. Default and remedies. Customer will be in "default" of this Agreement if any one or more of the following shall occur: (a) Customer breaches any term of this Agreement or the terms set forth at [www.strykeremergencycare.com/terms](http://www.strykeremergencycare.com/terms) or <https://www.strykeremergencycare.com/software-hosting/>, or (b) Customer makes any misrepresentation to Stryker, or (c) Customer shall consent to the appointment of a receiver, trustee or liquidator of itself or a substantial part of its assets, or (d) there shall be filed by or against Customer a petition in bankruptcy, or (e) Customer's articles of incorporation or other formation documents shall be amended to change Customer's name and Customer fails to give Stryker written notice of such change (including a copy of any such amendment) on or before the date such amendment becomes effective, or (f) Customer's legal existence in its state of incorporation or formation shall have lapsed or terminated, or (g) Customer shall dissolve, sell, transfer or otherwise dispose of all or substantially all of its assets, without Stryker's prior written consent, which consent shall not be unreasonably withheld, or (h) without prior written consent of Stryker, which consent shall not be unreasonably withheld, Customer merges or consolidates with any other entity and Customer is not the survivor of such merger or consolidation. Upon default, Stryker may do any one or more of the following: (1) recover from Customer Stryker's related reasonable attorneys' fees, collection costs and expenses; (2) enter upon Customer's premises and take possession of any or all of the Original Products; (3) terminate this Agreement; and/or (4) utilize any other right or remedy provided by applicable law. In the event the Original Products are returned or repossessed by Stryker, Stryker will, if commercially reasonable, sell or otherwise dispose of the Original Products, with notice as required by law, and apply the net proceeds after deducting the costs and expenses of such sale or other disposition, to Customer's obligations hereunder (if any are outstanding) with Customer remaining liable for any deficiency and with any excess being retained by Stryker or applied as required by law. If Customer fails to perform or comply with any of its agreements or obligations, Stryker may perform or comply with such agreements or obligations in its own name or in Customer's name as attorney-in-fact and the amount of any payments and expenses of Stryker incurred in connection with such performance or compliance, together with interest thereon (at a rate per annum equal to the lower of 1-1/2% per month or the highest rate of interest permitted by applicable law), shall be payable by Customer to Stryker upon demand.



9. Termination. This Agreement may be terminated by either Party upon 60 days' prior written notice to the other Party. Upon termination of this Agreement Customer shall pay Stryker for any and all Products shipped but not yet paid for as of the date of termination, at the applicable prices. All accrued rights and responsibilities will survive termination or expiration of this Agreement. Early termination will forfeit the Upgrade Option and Like-Kind Exchange Option set forth above.

10. Amendment/Entire Agreement. This Agreement together with the terms set forth at [www.strykeremergencycare.com/terms](http://www.strykeremergencycare.com/terms) and at <https://www.strykeremergencycare.com/software-hosting/> constitute the entire agreement of the Parties regarding their subject matter. This Agreement may only be amended by a written document signed by both Parties. This Agreement supersedes all previous negotiations, commitments, and writings with respect to their subject matter. In the event of a conflict between this Agreement and terms set forth at [www.strykeremergencycare.com/terms](http://www.strykeremergencycare.com/terms) or the terms set forth at <https://www.strykeremergencycare.com/software-hosting/>, this Agreement will control.

11. Assignment. This Agreement and the rights, duties and responsibilities of the parties shall not be assigned to a third party without the prior express written consent of the other, except that Stryker may assign this Agreement without such consent to any person, firm or corporation succeeding to its business and also to any parent, subsidiary or affiliated company of Stryker.

12. Limitation of Liability. Neither party shall be liable to the other party for special, punitive, incidental, consequential or indirect damages in connection with this Agreement or performance hereunder.

13. Non-waiver. The failure by one party to act or to require performance of any provision of this Agreement shall not affect that party's right to take such action or to require such performance at any time thereafter. A waiver of any breach or default of this Agreement shall not constitute a waiver of any subsequent breach or default.

14. Execution and Counterparts. This Agreement may be executed and delivered in multiple counterparts, including Adobe Acrobat or ".pdf" format, each of which shall be deemed to be an original, and all such counterparts shall constitute one instrument.

15. Notices. All notices required or provided for herein, shall be in writing and shall be addressed to Customer or Stryker, as

the case may be, at its address set forth above or such other address as either such party may later designate in writing to the other party. Such notice shall be considered delivered and effective: (a) upon receipt, if delivered by hand or overnight courier, or (b) three (3) days after deposit with the U.S. Postal Service, if sent certified mail, return receipt requested with postage prepaid. No other means of delivery of notices shall be permitted.

16. Miscellaneous. This Agreement shall be governed by the laws of Michigan, without regard to its principles of conflict of laws or choice of law. **THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR THE ORIGINAL PRODUCTS.** Information about Customer may be used for marketing and administrative purposes and shared with Stryker's affiliates. Customer may direct Stryker not to share that information (except transaction and experience information and information needed for credit approval) with Stryker's affiliates by writing to Stryker's address referenced above. This Agreement will not be valid until accepted by Stryker (as evidenced by Stryker's signature below). Customer represents and warrants to Stryker, that effective on the date on which Customer executes this Agreement: (i) if Customer is a partnership, corporation, limited liability company or other legal entity, the execution and delivery of this Agreement and the performance of Customer's obligations hereunder have been duly authorized by all necessary action on the part of the Customer; (ii) the person signing this Agreement on behalf of Customer is duly authorized; (iii) all information provided by Customer to Owner in connection with this Agreement is true and correct; and (iv) this Agreement constitutes legal, valid and binding obligations of Customer, enforceable against Customer in accordance with their terms. Any provision of this Agreement, which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of the Agreement, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. Paragraph headings are for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof. Customer has not received any tax or accounting advice from Stryker.

### State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of the AGREEMENT between Stryker Sales, LLC ("Stryker") and Fayette County EMS ("Customer") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Stryker and Customer agree as follows:

1. Customer represents and warrants to Stryker that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Products are essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Stryker that, as of the date each item of the Products becomes subject to the Agreement, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Stryker's request, Customer shall deliver in a form acceptable to Stryker a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
  
2. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature		Accepted by Stryker Sales, LLC	
Signature:	Date:	Signature:	Date:
Print name:		Print name:	
Title:		Title:	



## Opinion of Counsel Letter

**January 16th, 2023**

Stryker Sales, LLC, through its Medical Division  
P.O. Box 93308  
Chicago, IL 60673-3308

Gentlemen/Ladies:

Reference is made to SCHEDULE 001 to the AGREEMENT between Stryker Sales, LLC, and Fayette County EMS (herein called "Customer") for the use of certain equipment, goods and/or services as described in the Agreement. Unless otherwise defined herein, terms which are defined or defined by reference in the Agreement, or any exhibit or schedule thereto shall have the same meaning when used herein as such terms have therein.

The undersigned is Counsel for the Customer in connection with the negotiation, execution and delivery of the Agreement, and as such I am able to render a legal opinion as follows:

1. The Customer is a public body corporate and politic of the State of Georgia and is authorized by the Constitution and laws of the State of Georgia to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder. The Customer's name set forth above is the full, true, and correct legal name of the Customer.
2. The Agreement set forth above has been duly authorized, executed and delivered by the Customer and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms.
3. No further approval, consent or withholding of objections is required from any federal, state or local governmental authority and the Customer complied with all open meeting and public bidding laws with respect to the entering into or performance by the Customer of the Agreement and the transactions contemplated thereby.
4. The Customer has no authority (statutory or otherwise) to terminate the Agreement prior to the end of its term.

Very truly yours,

<b>Signature</b>	
<b>Signature:</b>	<b>Date:</b>
<b>Print Name:</b>	
<b>Title:</b>	



**SCHEDULE A****1. Products and Pricing:**

Product Group	Part No	Description	Qty	Contract Price
<b>LIFEPAK15</b>				<b>\$</b>
	99577-001955	LP15,EN,SPO2,3L/12L,EX,NIBP,CO	5	
	41577-000288	LP15 Accessory Ship Kit	5	
	11140-000098	ADAPTER, POWER, AC TO DC,ENHAN	12	
	11140-000015	POWER CORD-MLD,DOM, STR RCPT	12	
	11140-000080	CABLE-EXTERNAL POWER, EXTENSIO	12	
	LP15 CPO Device	LP15 CPO Device	7	
	21330-001176	LP 15 Lithium-ion Battery 5.7	24	
		Subtotal		\$563,900
		LIFEPAK15 Trade in		(\$78,000)
		<b>Capital Total:</b>		<b>\$ 485,900</b>
Service/Data Coverage	Part No	Description	Qty	
	78000008	ProCare LIFEPAK15 Prevent Service	12	3 yrs of coverage
		Service/Data Coverage Total:		\$56,900
		<b>ALS360 Total:</b>		<b>\$542,800</b>



December 2022

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. and Canada for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK CR2 automated external defibrillators
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- CODE-STAT™ data review software and service

Stryker is the sole-source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- LIFELINKcentral™ Government Campus Solution
- MultiTech 4G and Titan III gateways
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Van Der Wende".

Matt Van Der Wende, Vice President, Americas Sales

Copyright © 2022 Stryker  
M0000008130 REV AB

Stryker or its affiliated entities own, use, or have applied for the following trademarks or services marks: LIFELINKcentral, LIFEPAK, LUCAS, CODE-STAT, RELI, LIFENET, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

## Emergency Care

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | [stryker.com](https://www.stryker.com)

# 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: Stryker Medical	Contract Number: 1979-S
Mailing Address: PO Box 93308	Contract Description or Title: Stryker Maintenance Agreement
City, St, Zip Code: Chicago, IL 60673-3308	Contract Term (Dates) From: 8/10/2021-8/10/2022
Phone Number: 269-329-2100	Task Order Number: n/a
Cell Number: n/a	Other Reference:
E-Mail Address: <a href="mailto:dennis.ellard@stryker.com">dennis.ellard@stryker.com</a>	

## 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: 	Date of Evaluation: 01/03/2023
Print Name: Michael Pollard	Department/Division: Fire/EMS
Title: Assistant Chief	Telephone No: 770-305-5492



[illegible][illegible]

# COUNTY AGENDA REQUEST

Page 81 of 84

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Consideration of a request from Southside Church in Fayetteville to use the library parking lot during Sunday services on a continuous basis.

## Background/History/Details:

Southside Church has moved to their new location at the City of Fayetteville's complex. Pastor Tony Jennings made a request to the library's director to allow his congregation to park at the library on Sundays beginning January 29 at 11:00 a.m. and every Sunday thereafter.

The church has non-profit status (501(c)3). Staff initially had no objection to the one-time request, but when it was realized that the request was for ongoing parking, it elevated to seeking the Board's direction.

## What action are you seeking from the Board of Commissioners?

Seeking direction regarding a request from Southside Church in Fayetteville to use the library parking lot during Sunday services on a continuous basis.

## 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:

**From:** [Michelle Bennett-Copeland](#)  
**To:** [Tameca P. Smith](#)  
**Subject:** FW: Parking  
**Date:** Thursday, December 15, 2022 1:43:21 PM  
**Attachments:** [image001.png](#)

---

Hey Tameca,

Southside Church is requesting parking for every Sunday. Please see the thread below.

Michelle Bennett-Copeland, MLS, CPM  
Library Director  
Fayette County Public Library  
[mbcopeland@fayettecountyga.gov](mailto:mbcopeland@fayettecountyga.gov)  
p: 770-305-5333



---

**From:** Tony Jennings <[tjennings@southside.org](mailto:tjennings@southside.org)>  
**Sent:** Thursday, December 15, 2022 1:41 PM  
**To:** Michelle Bennett-Copeland <[mbcopeland@fayettecountyga.gov](mailto:mbcopeland@fayettecountyga.gov)>  
**Subject:** Re: Parking

**\*External Email\*** Be cautious of sender, content, and links

Yes this will be an every Sunday morning request. Thank you and please let me know how I can help in any way.



**Tony Jennings**

► LEAD PASTOR  
► [Southside Church](#) :: [Fayetteville](#)  
📍 678.364.1575 • [southside.org](http://southside.org)

On Thu, Dec 15, 2022 at 12:18 PM Michelle Bennett-Copeland <[mbcopeland@fayettecountyga.gov](mailto:mbcopeland@fayettecountyga.gov)>



wrote:

Greetings Pastor Tony,

Happy Holidays! Would you all need to use the parking lot every Sunday? If there's an every Sunday need, I will need to pass this request on to the County Manager. Thank you so much.

Michelle Bennett-Copeland, MLS, CPM  
Library Director  
Fayette County Public Library  
[mbcopeland@fayettecountyga.gov](mailto:mbcopeland@fayettecountyga.gov)  
p: 770-305-5333



---

**From:** Tony Jennings <[tjennings@southside.org](mailto:tjennings@southside.org)>  
**Sent:** Tuesday, December 13, 2022 5:06 PM  
**To:** Michelle Bennett-Copeland <[mbcopeland@fayettecountyga.gov](mailto:mbcopeland@fayettecountyga.gov)>  
**Subject:** Parking

**\*External Email\*** Be cautious of sender, content, and links

Hi Michelle,

I hope you are doing well. We are so excited to let you know we are getting ready to launch services every Sunday beginning Jan. 29th at 11:00am. I wanted to ask if it is still okay for us to use the Library's parking lot for parking. As well as to invite you, your family and friends to attend. We'd love to have you.

Let me know if you have any questions or concerns.

Thanks so much!



Tony Jennings

- ▶ LEAD PASTOR
  - ▶ [Southside Church](#) :: [Fayetteville](#)
- ↳ 678.364.1575 • [southside.org](#)



**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

From: Natasha M. Duggan

Date: November 7, 2022

**Subject: Contract #2179-A: Water System Admin Bathroom Renovation**

The Purchasing Department issued Request for Quotes #2179-A to secure a contractor to renovate the bathrooms at the Fayette County Water System Administrative Office. Notice of the opportunity was emailed to 144 companies. Another 801 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code# 90961 (Maintenance and Repair, Non-Residential Building), #91052 (Maintenance and Repair Services, Building) and #91065 (Remodeling and Alteration Services). The offer was also advertised through Georgia Local Government Access Marketplace and the Fayette County website.

Two responsive companies submitted quotes (Attachment 1).

The Water System recommends awarding to Johnson Construction Group, LLC. A Contractor Performance Evaluation is not available since this is the first contract with Johnson Construction Group. The Water System checked their references, and the results were acceptable.

Specifics of the proposed contract are as follows:

<b>Contract Name</b>	#2179-A: Water System Admin Bathroom Renovation	
<b>Contractor</b>	Johnson Construction Group, LLC	
<b>Contract Amount</b>	\$54,800.00	
<b>Budget:</b>		
Org Code	507	Water CIP
Object	542540	
Project	20WSD	Water Administration Renovation
Available	\$87,240.68	As of 11/7/2022

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

Place on County Administrator's Report? ☒ Yes ☐ No

On Agenda Dated: 1/12/2023



**Tally Sheet**  
**2179-A: Water System Admin Bathroom Renovation**

Quote, per specification:	B. E. Guthrie Construction Co., Inc.	Johnson Construction Group, LLC
Demolition	\$ 10,866.00	\$ 12,000.00
Partitions	\$ 24,603.00	\$ 8,000.00
Vanities & Fixtures	\$ 4,135.00	\$ 4,500.00
Tile Flooring	\$ 4,848.00	\$ 6,500.00
Walls & Paint	\$ 15,182.00	\$ 10,000.00
Plumbing	\$ 22,030.00	\$ 8,800.00
Allowance	\$ 5,000.00	\$ 5,000.00
<b>Total Quote</b>	<b>\$ 86,664.00</b>	<b>\$ 54,800.00</b>