

BOARD OF COUNTY COMMISSIONERS

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

FAYETTE COUNTY, GEORGIA

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



140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

AGENDA

April 25, 2023

5:00 p.m.

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

Call to Order

Invocation and Pledge of Allegiance by Commissioner Eric Maxwell

Acceptance of Agenda

PROCLAMATION/RECOGNITION:

1. Recognition of Lieutenant Steve Sullivan for receiving the American Legion, Post 105, Public Safety Recognition Award. (page 3)
2. Recognition from the local Veterans of Foreign Wars (VFW) of the Fayette County Fire & Emergency Services 2023 Firefighter of the Year, FAO/Paramedic Daniel Young, and Fayette County 911 2023 Communications Officer of the Year, Amber Morris. (page 4)

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:

3. Request to acquire all fee simple right-of-way, easements, and appraisals for the proposed 2017 SPLOST; Stormwater Category II, Tier II Project 170 Angela Drive Culvert Replacement (19SBS). (pages 5-10)
4. Request to acquire all fee simple right-of-way, easements, and appraisals for the proposed 2017 SPLOST; Stormwater Category II, Tier II Project 110 Branchwood Court Culvert Replacement (19SBR). (pages 11-16)
5. Request to acquire all fee simple right-of-way, easements, and appraisals for the proposed 2017 SPLOST; Stormwater Category II, Tier II Project 165 North Bend Court Culvert Replacement (21SAL). (pages 17-22)
6. Request to acquire all fee simple right-of-way, easements, and appraisals for the proposed 2017 SPLOST; Stormwater Category II, Tier II Project 220 Old Ivy Culvert Replacement (20SAE). (pages 23-28)
7. Request to acquire all fee simple right-of-way, easements, and appraisals for the proposed 2017 SPLOST; Stormwater Category II, Tier II Project 125 Ridge Brook Court Culvert Replacement (21SAM). (pages 29-34)

8. Approval of the April 13, 2023 Board of Commissioners Meeting Minutes. (pages 35-39)

OLD BUSINESS:

NEW BUSINESS:

9. Request to ratify an appointment by Town of Tyrone of Gail Joiner to the Fayette County Library Board for a four-year term beginning January 1, 2023 and expiring December 31, 2026. (pages 40-41)
10. Request to approve a recommendation from the Selection Committee comprised of Fayette County Staff, to appoint Dr. William Yarde to the Fayette County Water Committee for an unexpired term beginning immediately and expiring December 31, 2024. (pages 42-53)
11. Request to award a bid for the purchase of the sewer easement and temporary construction easement over Tax Parcel ID 0726 017, (easement location known as Fayette County Fire Station #3) to 74 South, LLC. (pages 54-83)
12. Request to approve an agreement for use of Fayetteville First Baptist Church Parking for overflow during county elections (201AE - Elections - old Fire Station #4). (pages 84-94)

ADMINISTRATOR'S REPORTS:

A: Contract #2018-P: Public Works Engineer of Record; Task Order 11: Tyrone Road at Flat Creek Trail Intersection Improvements (pages 95-99)

ATTORNEY'S REPORTS:

COMMISSIONERS' REPORTS:

EXECUTIVE SESSION:

ADJOURNMENT:

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Recognition of Lieutenant Steve Sullivan for receiving the American Legion, Post 105, Public Safety Recognition Award.

Background/History/Details:

Steve works tirelessly for the safety and betterment of this community and in service to our Citizens. He has had a tremendous impact on the lives of many of our residents through his years of service.

Lt. Sullivan contributes countless hours of his own time to community service projects that make Fayette County the premier location to live, work, and visit.

What action are you seeking from the Board of Commissioners?

Recognition of Lieutenant Steve Sullivan for receiving the American Legion, Post 105, Public Safety Recognition Award.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Recognition from the local Veterans of Foreign Wars (VFW) of the Fayette County Fire & Emergency Services 2023 Firefighter of the Year, FAO/Paramedic Daniel Young, and Fayette County 911 2023 Communications Officer of the Year, Amber Morris.

Background/History/Details:

The local chapter of the Veterans of Foreign Wars has requested to make a presentation to the Fire & Emergency Services 2023 Firefighter of the Year, FAO/Paramedic Daniel Young, and Fayette County 911 2023 Communications Officer of the Year, Amber Morris.

The local VFW submitted FAO/Paramedic Young and Communications Officer Morris to the State-level public safety employee of the year based on nominations from their peers. FAO Young's and Communications Officer Morris' dedication and service to this community are paramount to the successful operations of emergency response to the citizens of Fayette County.

What action are you seeking from the Board of Commissioners?

Recognition from the local Veterans of Foreign Wars (VFW) of the Fayette County Fire & Emergency Services 2023 Firefighter of the Year, FAO/Paramedic Daniel Young, and Fayette County 911 2023 Communications Officer of the Year, Amber Morris.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to acquire all fee simple right-of-way, easements, and appraisals for the proposed 2017 SPLOST; Stormwater Category II, Tier II Project 170 Angela Drive Culvert Replacement (19SBS).

Background/History/Details:

This project consists of the removal of the existing deteriorated double 30-inch diameter Corrugated Metal Pipes (CMP) beneath Angela Drive. The failing system will be replaced with a 48 linear feet single 42-inch diameter Reinforced Concrete Pipe (RCP).

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

What action are you seeking from the Board of Commissioners?

Approval to acquire all fee simple right-of-way, easements, and appraisals for the proposed 2017 SPLOST; Stormwater Category II, Tier II Project 170 Angela Drive Culvert Replacement (19SBS).

If this item requires funding, please describe:

Funding is available from the 2017 SPLOST, Stormwater Category II, Tier II Project 170 Angela Drive Culvert Replacement (19SBS) account 322 40320.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

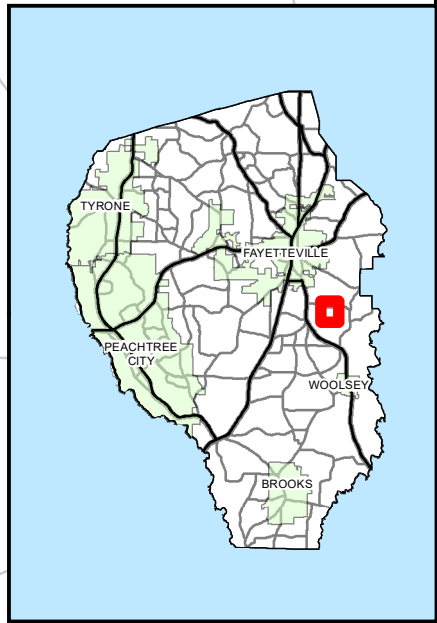
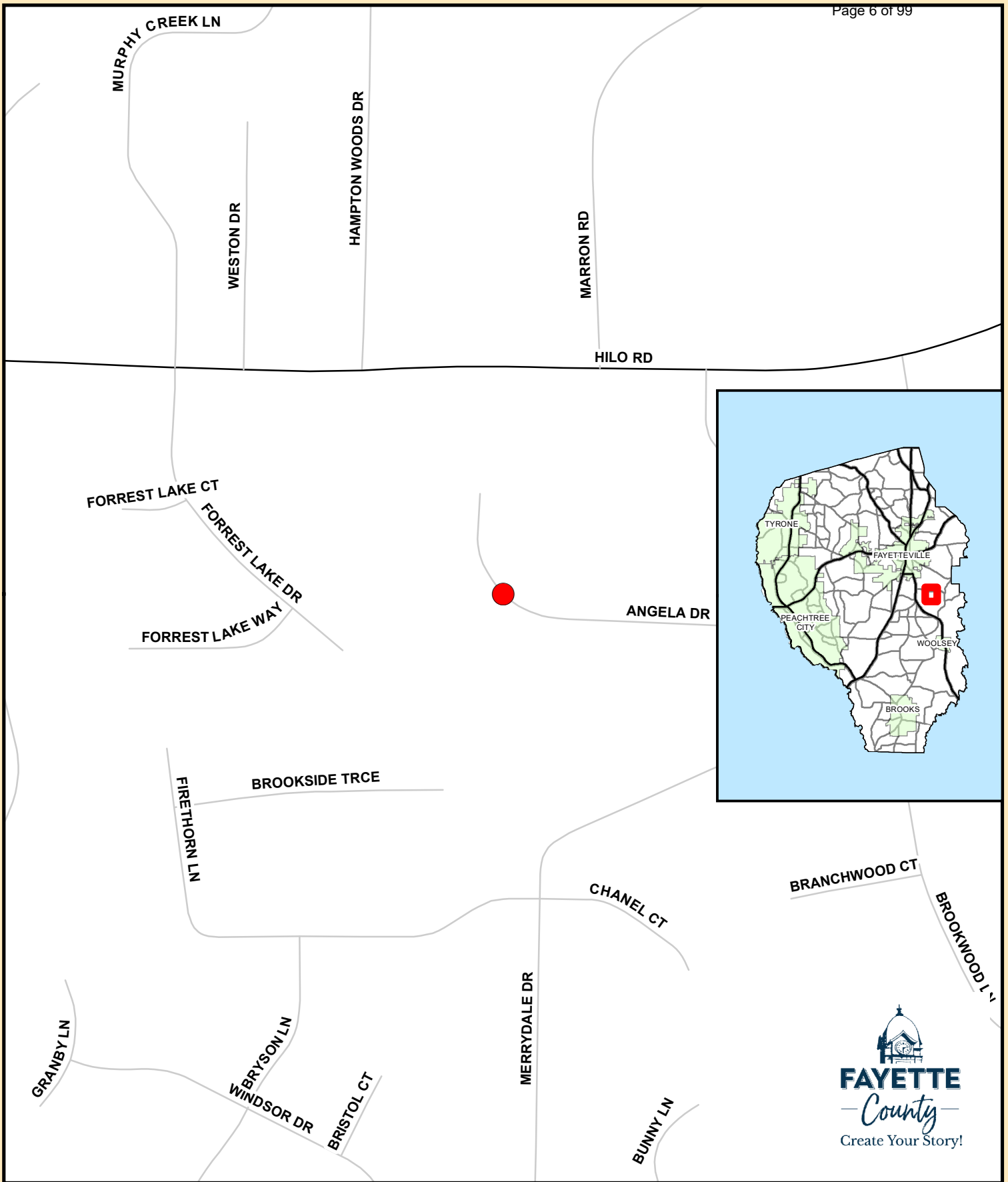
Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



● Project Location

Fayette County 2017 SPLOST
 170 Angela Drive- 19SBS
 Stormwater Culvert Replacement





Photo 1: Upstream end of culverts looking southwest towards Angela Dr.



Photo 2: Downstream end of culverts

Angela Drive

Photo Date:

1/20/2016

Taken By:

David Gibbs

Page

1

General Information		Map	
Project ID			
Street Name	170 Angela Drive		
Site Visit Date	1/20/2016		
Road Classification	Minor road		
Project Notes			
Field Notes			
Design (Existing Site Features)			
Existing Road Laneage	2-11'		
Existing Shld Width (paved and grass) (feet)	4'		
Existing Side Slopes	4:1		
Existing Guardrail	None		
Depth fm Pavement to Top of Culvert (ft):	3'		
Pipe Type and Size	CMPs 2x30"		
Pipe Condition (1-5) (1 is new)	4-5		
Condition Notes: Two corrugated metal pipes 1.8' apart. Both have rusted out bottoms. No headwall			
Pavement Type/Condition	Asphalt/Good		
Environmental Features			
Wetlands			
Ditches	Roadside drainage ditches		
State Waters			
Utilities (Visual Inspection)			
Electric	Aerial		
Cable	Buried		
Phone	Aerial		
Gas	Unknown		
Water	Unknown		
Sewer	Unknown		
Other			
Proposed Design			
Roadway Section	Typical		
Culvert Size & Material	2x30" Round RCP with straight headwall		
Utility Relocations	Utility pole with electric and phone wires. Buried cable		
Guardrail Replacement			
Miscellaneous Features			
Planning Cost Estimate			
Type	Notes	Total	
Design	Includes 10% of Construction Cost and surveying needs	\$8,145	
Right of Way Cost	Project entirely in ROW	\$0	
Utility Relocation Cost		\$9,488	
Construction Cost		\$31,451	
Environmental Permits	Assuming minimal environmental permitting required	\$10,000	
Total Planning Estimate		\$59,084	

Roadway Construction, Utility Relocation and ROW Quantity Calculations

Roadway Construction	Removal Unit Cost	Installation Unit Cost	Amount	Total Cost
Pavement (SF)	\$0.73	\$4.87	209.00	\$1,171.51
Curb and Gutter (LF)	\$28.56	\$30.60	0.00	\$0.00
Drain Inlet (EA)		\$3,000.00	0.00	\$0.00
4" Sidewalk (SY)	\$13.56	\$36.90	0.00	\$0.00
Guardrail (LF)	\$4.88	\$49.09	0.00	\$0.00
End Anchorage (EA)		\$1,380.00	0.00	\$0.00
Subtotal				\$1,171.51
Grading Complete (5% of Rwy Items & Drng Total \$)				\$1,051.07
Roadway Total				\$2,222.58
Drainage	Removal Unit Cost	\$2.00	Amount	Total Cost
Trench Excavation (CY)		\$10.38	100.63	\$1,044.54
30" CMP	\$19.62		88.00	\$1,726.56
30" RCP		\$105.60	88.00	\$9,292.80
Class A Conc (CY)		\$892.19	7.24	\$6,459.44
Steel (lb)		\$1.42	0.00	\$0.00
Pipe Bedding (CY)		\$48.60	15.48	\$752.40
Trench Backfill (CY)		\$2.99	71.08	\$212.40
Trench Compaction (CY)		\$6.36	56.87	\$361.68
Drainage Total				\$19,849.81
Signing and Marking		Installation Unit Cost	Amount	Total Cost
Permanent Striping (LF)		\$0.71		\$0.00
Signing and Marking Total				\$0.00
Staging		Installation Unit Cost	Amount	Total Cost
Clearing and Grubbing (Acre)		\$10,260.00	0.01	\$141.32
Temporary Pavement				\$0.00
Temporary Drainage (Stream Diversion)		\$4,428.00	1.00	\$4,428.00
Staging Total				\$4,569.32
Erosion Control		Installation Unit Cost	Amount	Total Cost
Fine Grading and Seeding (SY)		\$4.39	23.22	\$101.99
Temporary Grassing (AC)		\$855.60	0.00	\$0.00
Type C Silt Fence (LF)		\$4.24	176.00	\$745.54
Check Dam Type C Silt Fence (LF)		\$6.79	176.00	\$1,195.39
Erosion Control Mats (SY)		\$1.87	19.56	\$36.61
Landscape Mulch (SY)		\$3.58	0.00	\$0.00
Perm Grassing (AC)		\$1,402.20	0.00	\$0.00
Rip Rap Type 3 12" (SY)		\$60.98	6.00	\$365.90
Plastic Filter Fabric (SY)		\$5.72	6.00	\$34.34
4" Ditch Paving (SY)		\$54.65	0.00	\$0.00
Erosion Control Total				\$2,479.78
Construction Cost Total				\$29,121.49
Traffic Control (8% of Construction Total \$)				\$2,329.72
Construction Cost Grand Total				\$31,451.21
Utility Relocation	Removal Unit Cost	Installation Unit Cost	Amount	Total Cost
Electric				
Aerial	\$11.00	\$55.00	50.00	\$3,300.00
Buried	\$16.50	\$82.50	0.00	\$0.00
Wooden Pole	\$82.50	\$605.00	1.00	\$687.50
Phone				
Aerial	\$11.00	\$27.50	50.00	\$1,925.00
Buried	\$16.50	\$55.00	0.00	\$0.00
Wooden Pole	\$82.50	\$605.00	0.00	\$0.00
Cable				
Aerial	\$11.00	\$27.50	0.00	\$0.00
Buried	\$16.50	\$55.00	50.00	\$3,575.00
Wooden Pole	\$82.50	\$605.00	0.00	\$0.00
Gas				
4" main	\$16.50	\$66.00	0.00	\$0.00
Water				
8" main	\$16.50	\$93.50	0.00	\$0.00
Sewer				
12" main	\$16.50	\$82.50	0.00	\$0.00
Utility Relocation Total				\$9,487.50
Right of Way (Sq Ft)		Cost/ Sq Ft	Sq Ft	Total Cost
Permanent Easement		\$4.00	0.00	\$0.00
ROW Total				\$0.00



3500 Parkway Lane
Suite 500
Peachtree Corners
Georgia 30092
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EOR/AOR SEAL



CLIENT INFORMATION

FAYETTE COUNTY

140 STONEWALL AVE W, STE 203
FAYETTEVILLE, GA, 30214

PROJECT NAME

**ANGELA DRIVE
CULVERT
REPLACEMENT**

FAYETTE COUNTY, GA

DRAWING ISSUE

12/2/22

DATE

100% DESIGN PLANS

DESCRIPTION

MARK

DESIGNED BY: MDW

DRAWN BY: MDW

CHECKED BY: DMM/MDM

SUBMITTED BY: DMM

DATE: DECEMBER 2, 2022

PROJECT # 1210497

SHEET TITLE

**EASEMENT
EXHIBIT**


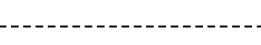


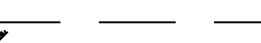




SHEET NUMBER

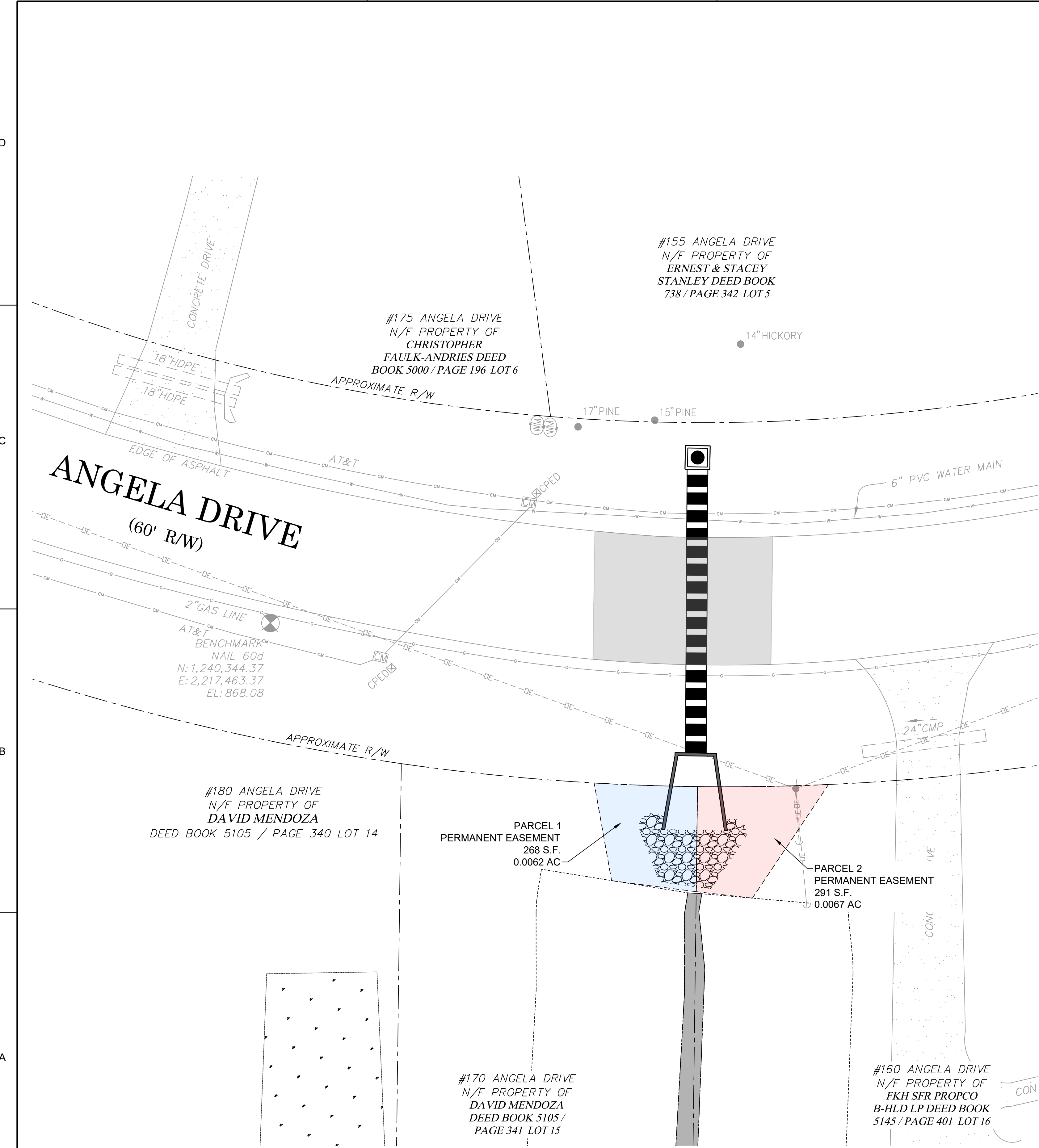
CG301

SHEET 8 OF 18

ORIGINAL SHEET SIZE:
22" X 34"

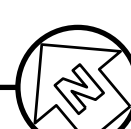
SHEET LEGEND:

-  FULL DEPTH ASPHALT PAVING (FOUNDATION TYPE REFER TO FAYETTE COUNTY TYPICAL)
-  25 FOOT STATE BUFFER
-  LIMITS OF DISTURBANCE
-  APPROXIMATE RIGHT-OF-WAY PROPERTY LINE
-  EXISTING WETLAND LIMITS
-  EXISTING STREAM LIMITS
-  PARCEL 1 PERMANENT EASEMENT
-  PARCEL 2 PERMANENT EASEMENT
-  PROPOSED RIPRAP



A1 EASEMENT EXHIBIT

SCALE: 1" = 10'



FILE PATH: X:\FY21\1210497\04_CAD_BIM\04_02_CAD\CG-101_PLOTTED BY: MURRAY, DANIELLE DATE: 12/5/22

100% DESIGN. ISSUED FOR CONSTRUCTION

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to acquire all fee simple right-of-way, easements, and appraisals for the proposed 2017 SPLOST; Stormwater Category II, Tier II Project 110 Branchwood Court Culvert Replacement (19SBR).

Background/History/Details:

This project consists of removing the 61 linear feet of existing deteriorated 48-inch diameter Corrugated Metal Pipe (CMP) beneath Branchwood Court. The failing system will be replaced with a single 60-inch diameter Reinforced Concrete Pipe (RCP).

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

What action are you seeking from the Board of Commissioners?

Approval to acquire all fee simple right-of-way, easements, and appraisals for the proposed 2017 SPLOST; Stormwater Category II, Tier II Project 110 Branchwood Court Culvert Replacement (19SBR).

If this item requires funding, please describe:

Funding is available from the 2017 SPLOST, Stormwater Category II, Tier II Project 110 Branchwood Court Culvert Replacement (19SBR) account 322 40320.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

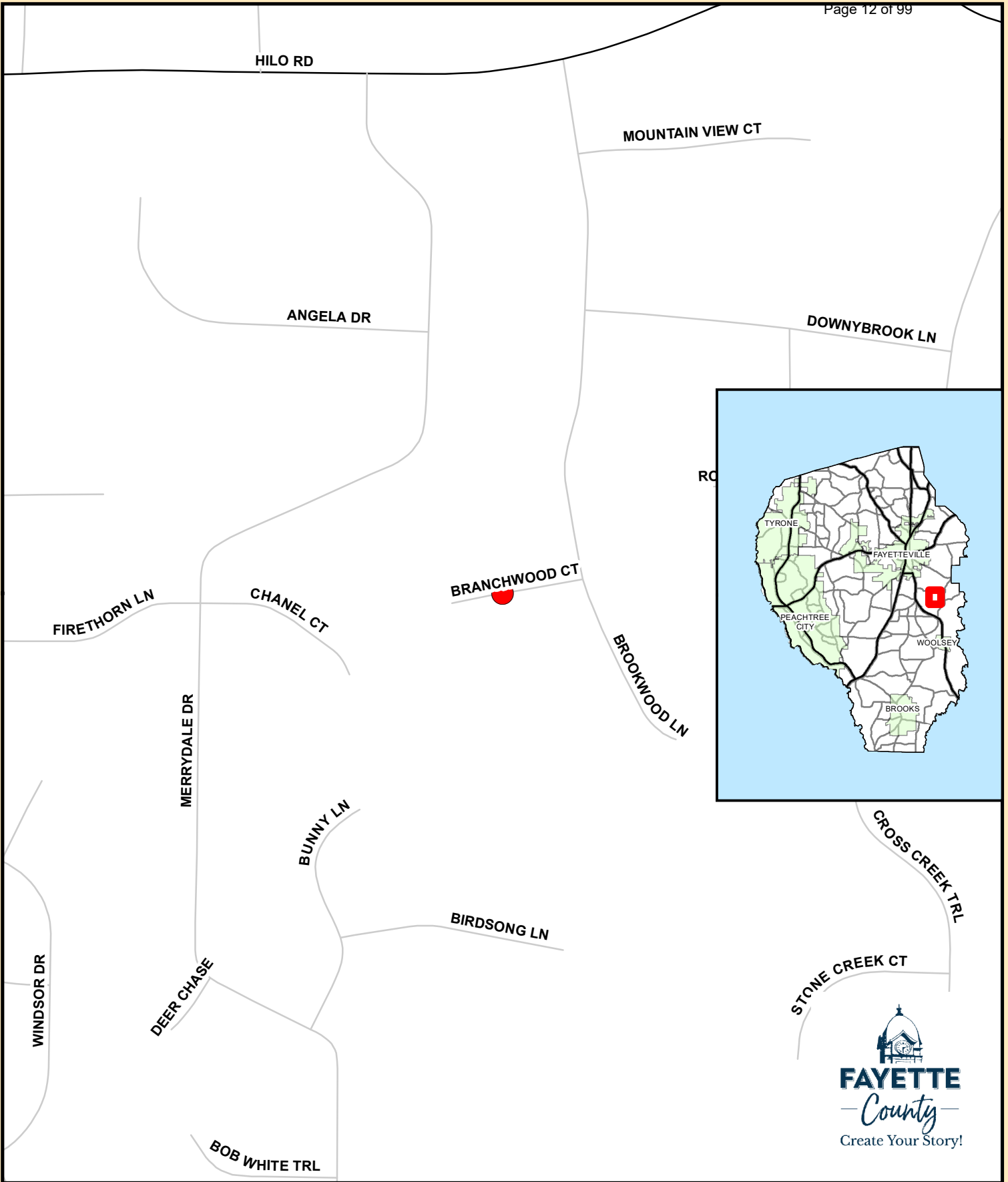
Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



● Project Location

Fayette County 2017 SPLOST
 110 Branchwood Court- 19SBR
 Stormwater Culvert Replacement





Photo 1:
Upstream end of culvert.



Photo 2: Downstream end of culvert looking northeast towards Branchwood Ct.

Branchwood Court

Photo Date:

1/20/2016

Taken By:

David Gibbs

Page

1

General Information		Map	
Project ID			
Street Name	110 Branchwood Ct		
Site Visit Date	1/20/2016		
Road Classification	Minor road		
Project Notes			
Field Notes			
Design (Existing Site Features)			
Existing Road Laneage	2-12'		
Existing Shld Width (paved and grass) (feet)	6.5'		
Existing Side Slopes	1:1		
Existing Guardrail	None		
Depth fm Pavement to Top of Culvert (ft):	5.25'-6'		
Pipe Type and Size	48" CMP		
Pipe Condition (1-5) (1 is new)	4-5		
Condition Notes: Rusted out bottom. No headwall.			
Pavement Type/Condition	Asphalt/Good		
Environmental Features		Stage Construction Options	
Wetlands		Close Location to Traffic	
Ditches	Drainage ditches upstream side	Maintain One Lane - No Temp Pavement	X
State Waters		Maintain One Lane - Temp Pavement	
		Stage Construction Notes:	
Utilities (Visual Inspection)			
Electric	Aerial		
Cable	Unknown		
Phone	Aerial		
Gas	Unknown		
Water	Unknown		
Sewer			
Other			
Proposed Design			
Roadway Section	Typical		
Culvert Size & Material	48" round RCP with straight headwall		
Utility Relocations			
Guardrail Replacement			
Miscellaneous Features			
Planning Cost Estimate			
Type	Notes	Total	
Design	Includes 10% of Construction Cost and surveying needs	\$8,938	
Right of Way Cost	Project entirely in ROW	\$0	
Utility Relocation Cost	None identified	\$0	
Construction Cost		\$39,384	
Environmental Permits	Assuming minimal environmental permitting required	\$10,000	
Total Planning Estimate		\$58,323	



Roadway Construction, Utility Relocation and ROW Quantity Calculations

Roadway Construction	Removal Unit Cost	Installation Unit Cost	Amount	Total Cost
Pavement (SF)	\$ 0.73	\$ 4.87	144.00	\$ 807.17
Curb and Gutter (LF)	\$ 28.56	\$ 30.60	0.00	\$ -
Drain Inlet (EA)		\$ 3,000.00	0.00	\$ -
4" Sidewalk (SY)	\$ 13.56	\$ 36.90	0.00	\$ -
Guardrail (LF)	\$ 4.88	\$ 49.09	0.00	\$ -
End Anchorage (EA)		\$ 1,380.00	0.00	\$ -
Subtotal				\$ 807.17
Grading Complete (5% of Rwy Items & Drng Total \$)				\$ 1,366.93
Roadway Total				\$ 2,174.10
Drainage	Removal Unit Cost	Installation Unit Cost	Amount	Total Cost
Trench Excavation (CY)		\$ 10.38	138.67	\$ 1,439.36
48" CMP (LF)	\$ 24.60		52.00	\$ 1,279.20
48" RCP (LF)		\$ 193.20	52.00	\$ 10,046.40
Class A Conc (CY)		\$ 892.19	13.70	\$ 12,222.98
Steel (lb)		\$ 1.42	0.00	\$ -
Pipe Bedding (CY)		\$ 48.60	11.56	\$ 561.60
Trench Backfill (CY)		\$ 2.99	121.58	\$ 363.27
Trench Compaction (CY)		\$ 6.36	97.26	\$ 618.58
Drainage Total				\$ 26,531.38
Signing and Marking		Installation Unit Cost	Amount	Total Cost
Permanent Striping (LF)		\$ 0.71		\$ -
Signing and Marking Total				\$ -
Staging		Installation Unit Cost	Amount	Total Cost
Clearing and Grubbing (Acre)		\$ 10,260.00	0.04	\$ 423.97
Temporary Pavement				\$ -
Temporary Drainage (Stream Diversion)		\$ 4,428.00	1.00	\$ 4,428.00
Staging Total				\$ 4,851.97
Erosion Control		Installation Unit Cost	Amount	Total Cost
Fine Grading and Seeding (SY)		\$ 4.39	18.67	\$ 81.98
Temporary Grassing (AC)		\$ 855.60	0.00	\$ -
Type C Silt Fence (LF)		\$ 4.24	208.00	\$ 881.09
Check Dam Type C Silt Fence (LF)		\$ 6.79	208.00	\$ 1,412.74
Erosion Control Mats (SY)		\$ 1.87	0.00	\$ -
Landscape Mulch (SY)		\$ 3.58	0.00	\$ -
Perm Grassing (AC)		\$ 1,402.20	0.00	\$ -
Rip Rap Type 3 12" (SY)		\$ 60.98	8.00	\$ 487.87
Plastic Filter Fabric (SY)		\$ 5.72	8.00	\$ 45.79
4" Ditch Paving (SY)		\$ 54.65	0.00	\$ -
Erosion Control Total				\$ 2,909.47
Construction Cost Total				\$ 36,466.92
Traffic Control (8% of Construction Total \$)				\$ 2,917.35
Construction Cost Grand Total				\$ 39,384.27
Utility Relocation	Removal Unit Cost	Installation Unit Cost	Amount	Total Cost
Electric				
Aerial	\$ 11.00	\$ 55.00	0.00	\$ -
Buried	\$ 16.50	\$ 82.50	0.00	\$ -
Wooden Pole	\$ 82.50	\$ 605.00	0.00	\$ -
Phone				
Aerial	\$ 11.00	\$ 27.50	0.00	\$ -
Buried	\$ 16.50	\$ 55.00	0.00	\$ -
Wooden Pole	\$ 82.50	\$ 605.00	0.00	\$ -
Cable				
Aerial	\$ 11.00	\$ 27.50	0.00	\$ -
Buried	\$ 16.50	\$ 55.00	0.00	\$ -
Wooden Pole	\$ 82.50	\$ 605.00	0.00	\$ -
Gas				
4" main	\$ 16.50	\$ 66.00	0.00	\$ -
Water				
8" main	\$ 16.50	\$ 93.50	0.00	\$ -
Sewer				
12" main	\$ 16.50	\$ 82.50	0.00	\$ -
Utility Relocation Total				\$ -
Right of Way (Sq Ft)		Cost/ Sq Ft	Sq Ft	Total Cost
Permanent Easement		\$ 4.00	0.00	\$ -
ROW Total				\$ -



3500 Parkway Lane
Suite 500
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EOR/AOR SEAL



CLIENT INFORMATION

FAYETTE COUNTY
140 STONEWALL AVE W, STE 203
FAYETTEVILLE, GA. 30214

PROJECT NAME

**BRANCHWOOD COURT
CULVERT
REPLACEMENT**
FAYETTE COUNTY, GA

DRAWING ISSUE

DATE	DESCRIPTION
11/30/2022	100% DESIGN PLANS
07/29/2022	95% DESIGN PLANS

MARK	DESCRIPTION
	100% DESIGN PLANS
	95% DESIGN PLANS

DESIGNED BY: MDW
 DRAWN BY: MDW
 CHECKED BY: DMM/MDM
 SUBMITTED BY: DMM
 DATE: DECEMBER 1, 2022
 PROJECT # 1210488

SHEET TITLE

**EASEMENT
EXHIBIT**

SHEET NUMBER

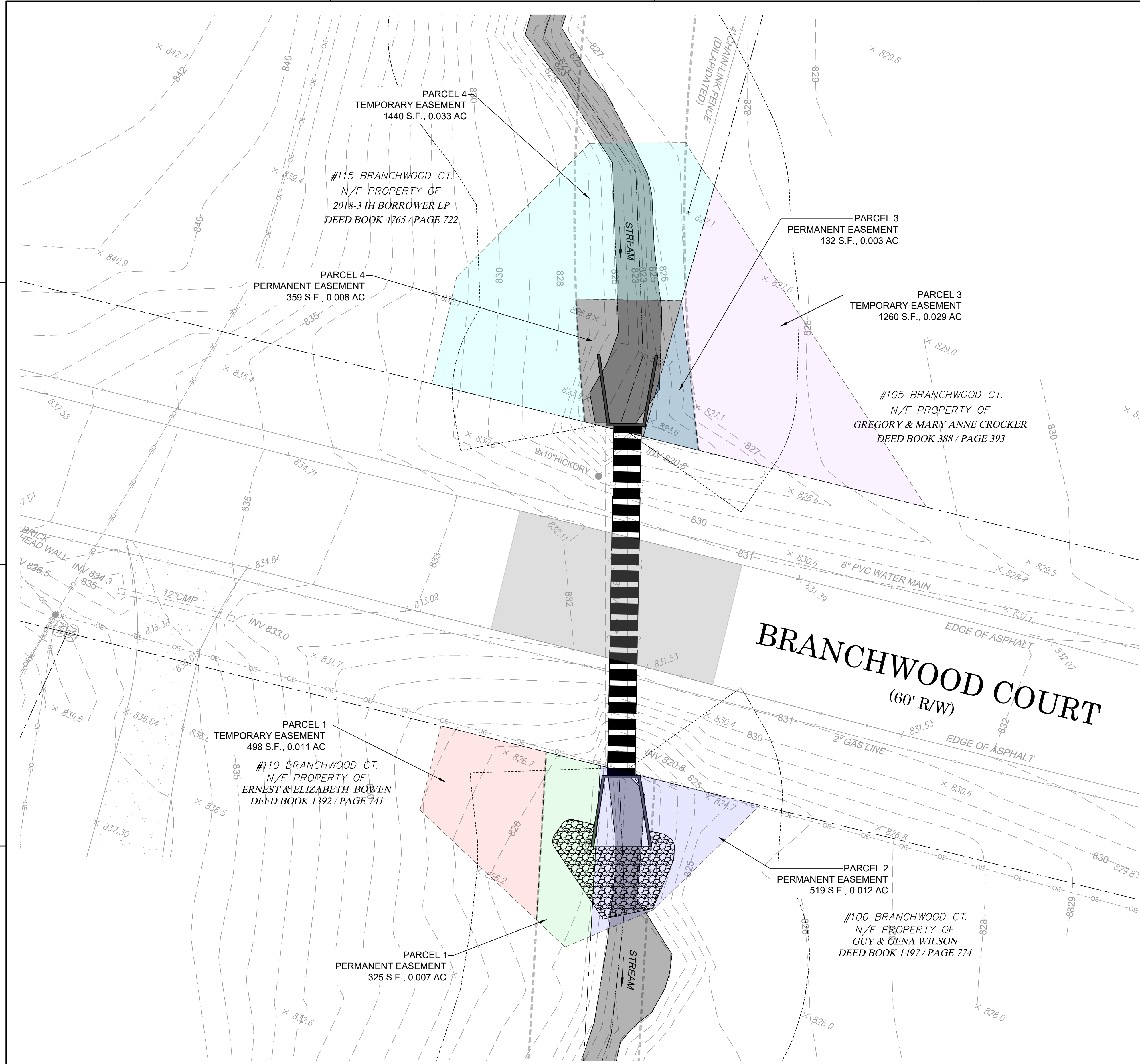
CG301

SHEET 8 OF 16

ORIGINAL SHEET SIZE:
22" X 34"

SHEET LEGEND:

- FULL DEPTH ASPHALT PAVING (FOUNDATION TYPE REFER TO FAYETTE COUNTY TYPICAL)
- 25 FOOT STATE BUFFER
- LIMITS OF DISTURBANCE AND TEMPORARY EASEMENT
- EXISTING EASEMENT
- APPROXIMATE RIGHT-OF-WAY PROPERTY LINE
- EXISTING STREAM LIMITS
- PARCEL 1 TEMPORARY EASEMENT
- PARCEL 1 PERMANENT EASEMENT
- PARCEL 2 PERMANENT EASEMENT
- PARCEL 3 TEMPORARY EASEMENT
- PARCEL 3 PERMANENT EASEMENT
- PARCEL 4 TEMPORARY EASEMENT
- PARCEL 4 PERMANENT EASEMENT



A1 EASEMENT EXHIBIT
 SCALE: 1" = 10'

FILE PATH: X:\FY21\1210488\04 CAD_BIM\04_02 CAD\CG101 PLOTTED BY: PAVON, CARLOS DATE: 12/2/22

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to acquire all fee simple right-of-way, easements, and appraisals for the proposed 2017 SPLOST; Stormwater Category II, Tier II Project 165 North Bend Court Culvert Replacement (21SAL).

Background/History/Details:

This project consists of the removal of the existing deteriorated 42-inch Corrugated Metal Pipes (CMP) beneath North Bend Court. The failing system will be replaced with 54-inch Reinforced Concrete Pipe (RCP) beneath the roadway and 54-inch High Density Polyethylene Pipe (HDPE) in the shoulders.

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

What action are you seeking from the Board of Commissioners?

Approval to acquire all fee simple right-of-way, easements, and appraisals for the proposed 2017 SPLOST; Stormwater Category II, Tier II Project 165 North Bend Court Culvert Replacement (21SAL).

If this item requires funding, please describe:

Funding is available from the 2017 SPLOST, Stormwater Category II, Tier II Project 165 North Bend Court Culvert Replacement (21SAL) account 322 40320.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

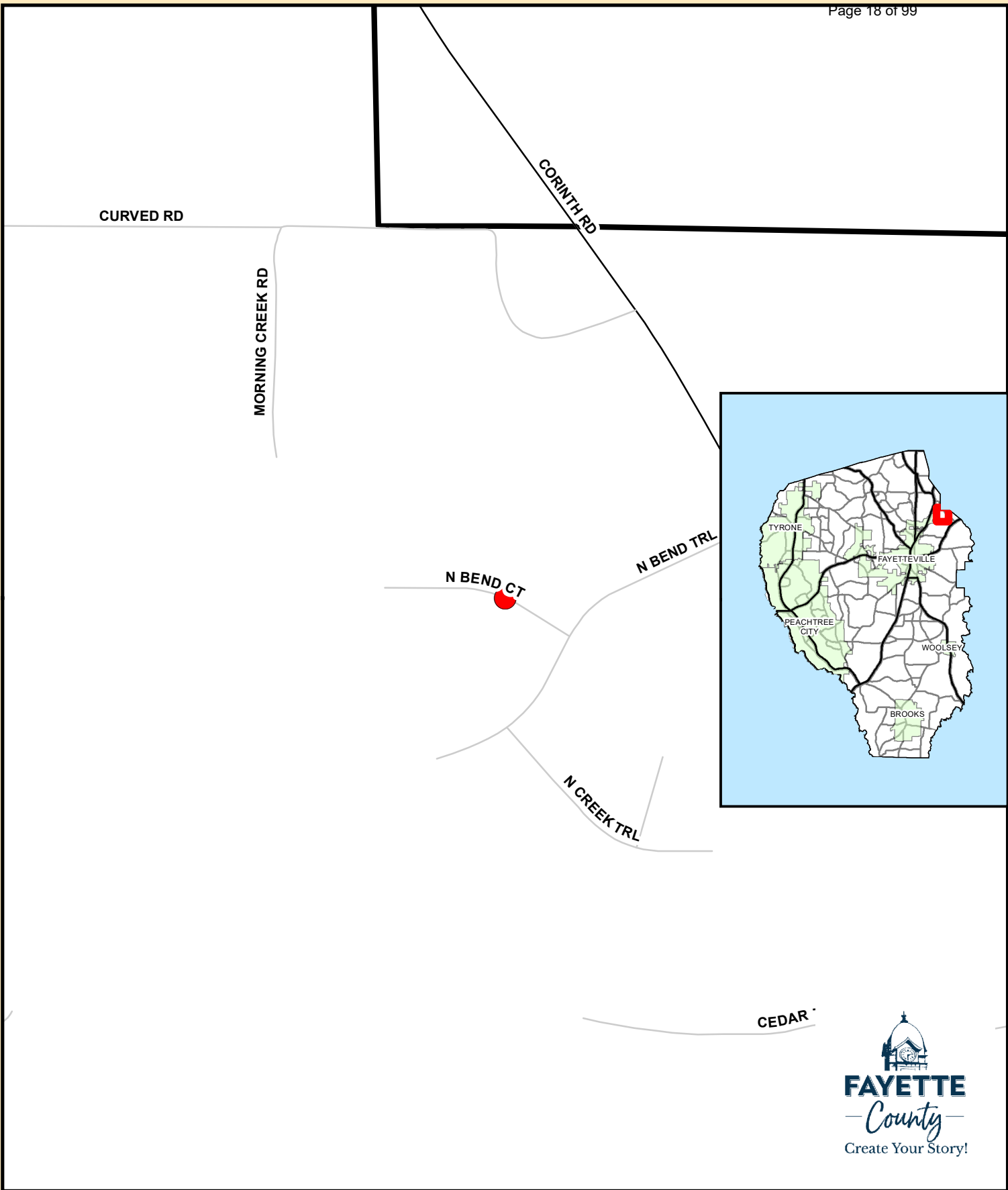
Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



● Project Location

Fayette County 2017 SPLOST
 165 North Bend Court- 21SAL
 Stormwater Culvert Replacement





Photo 1: Upstream end of culvert looking South towards North Bend Court



Photo 2: Downstream looking South towards North Bend Court.

North Bend Court

Photo Date:

2/4/2016

Taken By:

Christian Helfrich

Page

1

General Information		Map	
Project ID			
Street Name	165 North Bend Court		
Site Visit Date	2/4/2016		
Road Classification	Minor road		
Project Notes			
Field Notes			
Design (Existing Site Features)			
Existing Road Laneage	2-11.5'		
Existing Shld Width (paved and grass) (feet)	14'		
Existing Side Slopes	3:1		
Existing Guardrail	N/A		
Depth fm Pavement to Top of Culvert (ft):	5'		
Pipe Type and Size	42" CMP		
Pipe Condition (1-5) (1 is new)	3-4		
Condsirable rusting.			
Pavement Type/Condition	Asphalt/Good		
Environmental Features			
Wetlands			
Ditches			
State Waters			
Utilities (Visual Inspection)			
Electric	Aerial		
Cable	Unknown		
Phone	Aerial		
Gas	Unknown		
Water	Unknown		
Sewer	Unknown		
Other	Unknown		
Proposed Design			
Roadway Section	Typical		
Culvert Size & Material	2 x 42" round RCPs with straight headwalls.		
Utility Relocations	Utility pole and hung wires, possible water main		
Guardrail Replacement			
Miscellaneous Features			
Planning Cost Estimate			
Type	Notes	Total	
Design	Includes 10% Construction cost and surveying needs	\$16,011	
Right of Way Cost	Assuming project extends beyond ROW, 1/5 acre	\$34,848	
Utility Relocation Cost	Aerial phone and electric, utility pole, water main	\$16,638	
Construction Cost		\$110,113	
Environmental Permits	Assuming minimal environmental permitting required	\$10,000	
Total Planning Estimate		\$187,610	



Roadway Construction, Utility Relocation and ROW Quantity Calculations

Roadway Construction	Removal Unit Cost	Installation Unit Cost	Amount	Total Cost
Pavement (SF)	\$ 0.73	\$ 4.87	276.00	\$ 1,547.07
Curb and Gutter (LF)	\$ 28.56	\$ 30.60	40.00	\$ 2,366.40
Drain Inlet (EA)		\$ 3,000.00	2.00	\$ 6,000.00
4" Sidewalk (SY)	\$ 13.56	\$ 36.90	0.00	\$ -
Guardrail (LF)	\$ 4.88	\$ 49.09	0.00	\$ -
End Anchorage (EA)		\$ 1,380.00	0.00	\$ -
Subtotal				\$ 9,913.47
Grading Complete (5% of Rwy Items & Drng Total \$)				\$ 4,296.91
Roadway Total				\$ 14,210.38
Drainage	Removal Unit Cost	Installation Unit Cost	Amount	Total Cost
Trench Excavation (CY)		\$ 10.38	472.22	\$ 4,901.67
42" CMP (LF)	\$ 24.60		176.00	\$ 12,988.80
42" RCP (LF)		\$ 142.52	272.00	\$ 38,766.53
Class A Conc (CY)		\$ 892.19	14.66	\$ 13,079.48
Steel (lb)		\$ 1.42	0.00	\$ -
Pipe Bedding (CY)		\$ 48.60	62.96	\$ 3,060.00
Trench Backfill (CY)		\$ 2.99	399.72	\$ 1,194.38
Trench Compaction (CY)		\$ 6.36	319.78	\$ 2,033.80
Drainage Total				\$ 76,024.64
Signing and Marking		Installation Unit Cost	Amount	Total Cost
Permanent Striping (LF)		\$ 0.71	0.00	\$ -
Signing and Marking Total				\$ -
Staging		Installation Unit Cost	Amount	Total Cost
Clearing and Grubbing (Acre)		\$ 10,260.00	0.25	\$ 2,565.00
Temporary Pavement				\$ -
Temporary Drainage (Stream Diversion)		\$ 4,428.00	1.00	\$ 4,428.00
Staging Total				\$ 6,993.00
Erosion Control		Installation Unit Cost	Amount	Total Cost
Fine Grading and Seeding (SY)		\$ 4.39	150.67	\$ 661.73
Temporary Grassing (AC)		\$ 855.60	0.00	\$ -
Type C Silt Fence (LF)		\$ 4.24	272.00	\$ 1,152.19
Check Dam Type C Silt Fence (LF)		\$ 6.79	272.00	\$ 1,847.42
Erosion Control Mats (SY)		\$ 1.87	0.00	\$ -
Landscape Mulch (SY)		\$ 3.58	0.00	\$ -
Perm Grassing (AC)		\$ 1,402.20	0.00	\$ -
Rip Rap Type 3 12" (SY)		\$ 60.98	16.00	\$ 975.74
Plastic Filter Fabric (SY)		\$ 5.72	16.00	\$ 91.58
4" Ditch Paving (SY)		\$ 54.65	0.00	\$ -
Erosion Control Total				\$ 4,728.67
Construction Cost Total				\$ 101,956.69
Traffic Control (8% of Construction Total \$)				\$ 8,156.54
Construction Cost Grand Total				\$ 110,113.23
Utility Relocation	Removal Unit Cost	Installation Unit Cost	Amount	Total Cost
Electric				
Aerial	\$ 11.00	\$ 55.00	100.00	\$ 6,600.00
Buried	\$ 16.50	\$ 82.50	0.00	\$ -
Wooden Pole	\$ 82.50	\$ 605.00	1.00	\$ 687.50
Phone				
Aerial	\$ 11.00	\$ 27.50	100.00	\$ 3,850.00
Buried	\$ 16.50	\$ 55.00	0.00	\$ -
Wooden Pole	\$ 82.50	\$ 605.00	0.00	\$ -
Cable				
Aerial	\$ 11.00	\$ 27.50	0.00	\$ -
Buried	\$ 16.50	\$ 55.00	0.00	\$ -
Wooden Pole	\$ 82.50	\$ 605.00	0.00	\$ -
Gas				
4" main	\$ 16.50	\$ 66.00	0.00	\$ -
Water				
8" main	\$ 16.50	\$ 93.50	50.00	\$ 5,500.00
Relocate Fire Hydrant (EA)		\$ 2,609.22	0.00	\$ -
Sewer				
12" main	\$ 16.50	\$ 82.50	0.00	\$ -
Utility Relocation Total				\$ 16,637.50
Right of Way (Sq Ft)	Cost/ Sq Ft	Sq Ft	Total Cost	
Permanent Easement	\$ 4.00	8712.00	\$ 34,848.00	
ROW Total			\$ 34,848.00	



3500 Parkway Lane
Suite 500
Peachtree Corners
Georgia 30092
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EOR/AOR SEAL



CLIENT INFORMATION

FAYETTE COUNTY
140 STONEWALL AVE W, STE 203
FAYETTEVILLE, GA. 30214

PROJECT NAME

**NORTH BEND COURT
CULVERT
REPLACEMENT**
FAYETTE COUNTY, GA

DRAWING ISSUE

MARK	DESCRIPTION	DATE
	100% DESIGN PLANS	04/12/2023

DESIGNED BY: MDW
 DRAWN BY: MDW
 CHECKED BY: DMM/MDM
 SUBMITTED BY: DMM
 DATE: April 12, 2023
 PROJECT #: 1210492

SHEET TITLE

**EASEMENT
EXHIBIT**

SHEET NUMBER

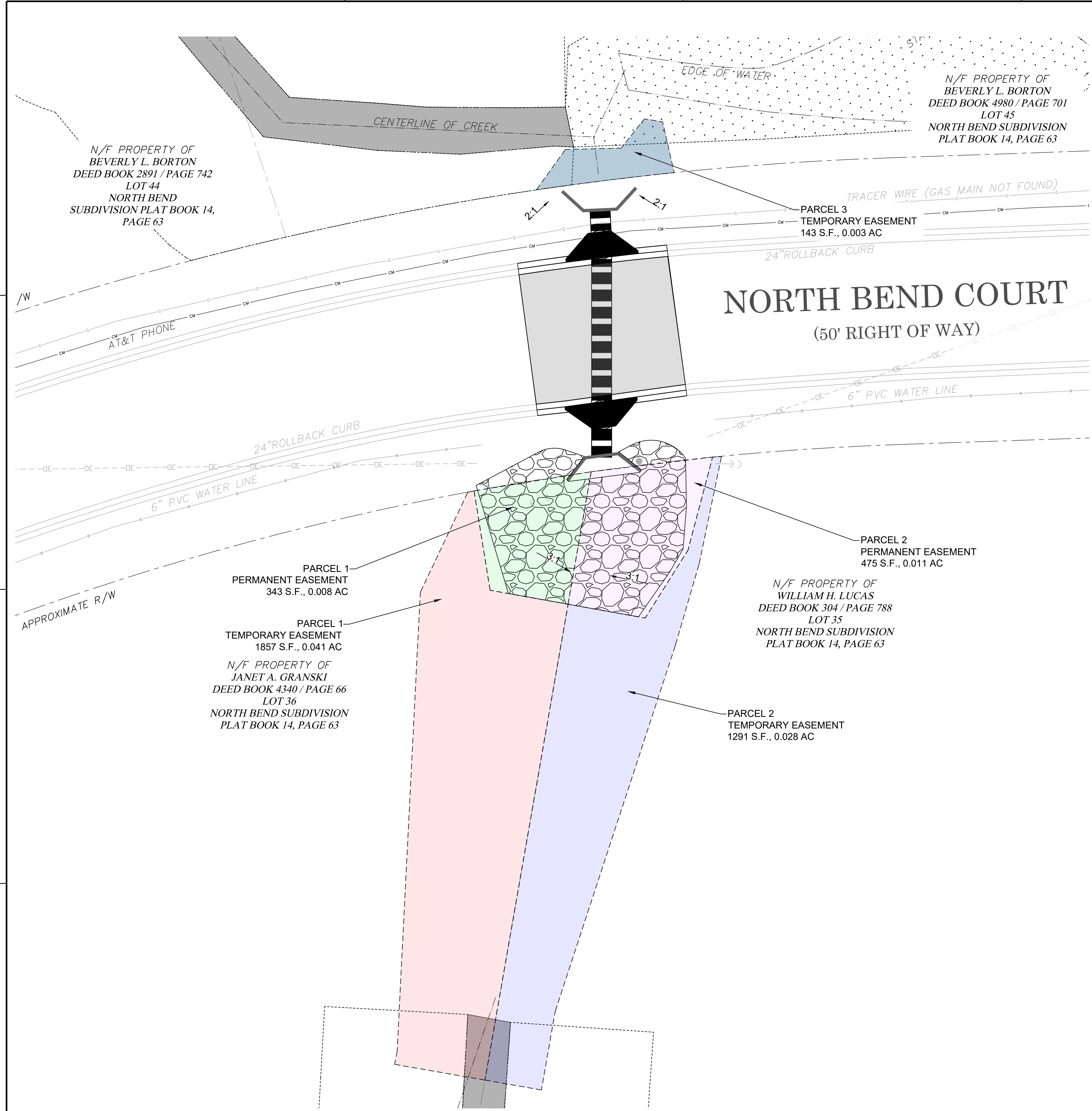
CG301

SHEET 8 OF 18

ORIGINAL SHEET SIZE:
22" X 34"

GENERAL SHEET NOTES

- FULL DEPTH ASPHALT PAVING AND CURB/GUTTER (FOUNDATION TYPE REFER TO FAYETTE COUNTY TYPICAL)
- APPROXIMATE RIGHT OF WAY PROPERTY LINE
- 25 FOOT STATE BUFFER
- EXISTING WETLAND LIMITS
- EXISTING STREAM LIMITS
- PARCEL 1 TEMPORARY EASEMENT
- PARCEL 1 PERMANENT EASEMENT
- PARCEL 2 TEMPORARY EASEMENT
- PARCEL 2 PERMANENT EASEMENT
- PARCEL 3 TEMPORARY EASEMENT



A1 EASEMENT EXHIBIT
 SCALE: 1" = 10'

FILE PATH: X:\FY21\1210492\04 CAD_BIM\04_02\CAD\CG101 PLOTTED BY: URUETA, JUAN DATE: 4/12/23

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to acquire all fee simple right-of-way, easements, and appraisals for the proposed 2017 SPLOST; Stormwater Category II, Tier II Project 220 Old Ivy Culvert Replacement (20SAE).

Background/History/Details:

This project consists of the removal of the existing deteriorated single 42-inch Corrugated Metal Pipe (CMP) beneath Old Ivy and replacing with a combination of single 42-inch Reinforced Concrete Pipe (RCP) under the roadway and single 42-inch High Density Polyethylene (HDPE) entering and leaving the catch basins.

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

What action are you seeking from the Board of Commissioners?

Approval to acquire all fee simple right-of-way, easements, and appraisals for the proposed 2017 SPLOST; Stormwater Category II, Tier II Project 220 Old Ivy Culvert Replacement (20SAE).

If this item requires funding, please describe:

Funding is available from the 2017 SPLOST, Stormwater Category II, Tier II Project 220 Old Ivy Culvert Replacement (20SAE) account 322 40320.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

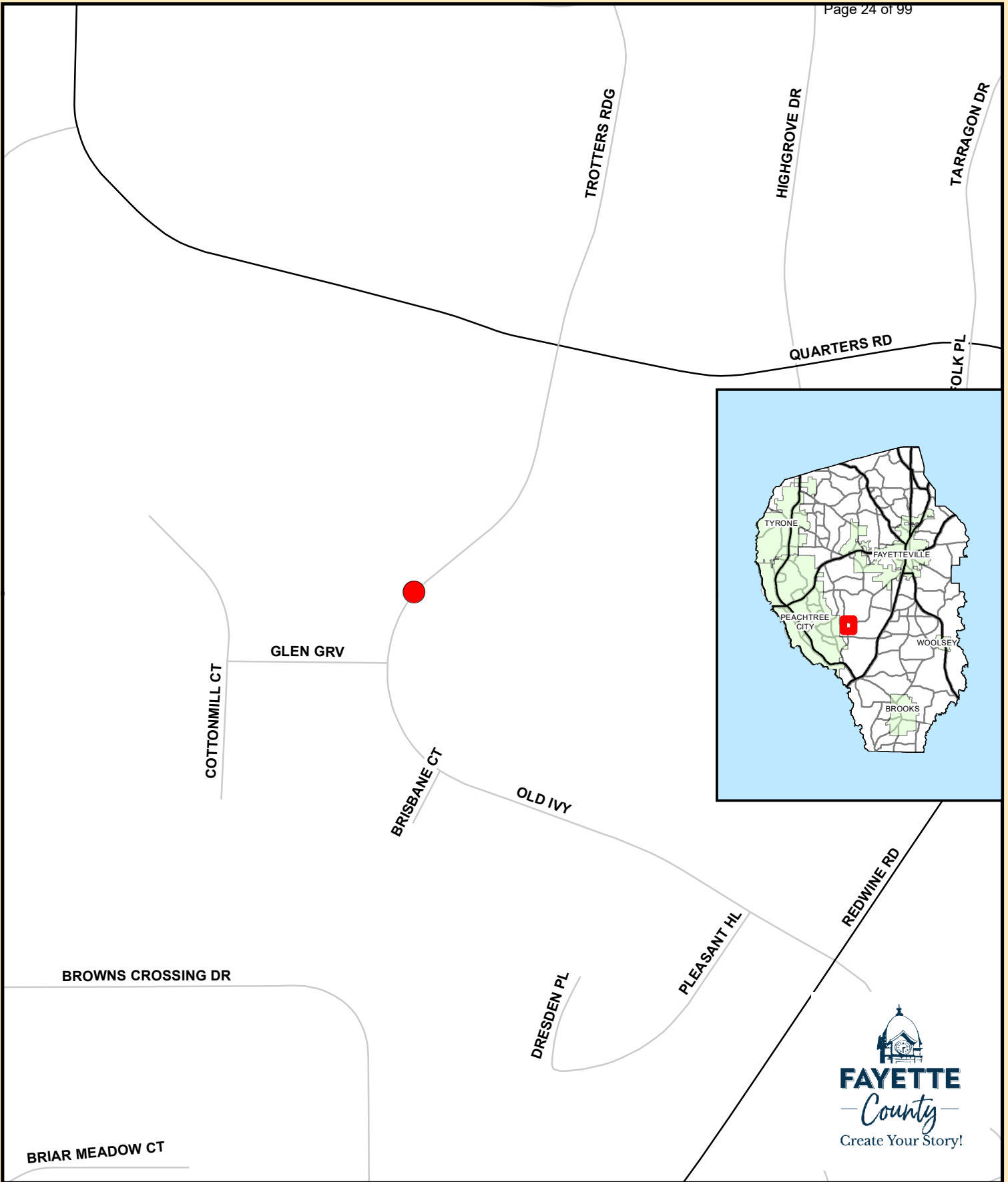
Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



● Project Location

Fayette County 2017 SPLOST
 220 Old Ivy- 20SAE
 Stormwater Culvert Replacement





Photo 1: View from downstream end towards Old Ivy.



Photo 2: Upstream inlet looking West towards Old Ivy.

220 Old Ivy

Photo Date:

1/20/2016

Taken By:

David Gibbs

Page

1

General Information		Map	
Project ID			
Street Name	220 Old Ivy		
Site Visit Date	1/20/2016		
Road Classification	Minor road		
Project Notes			
Culvert path is diagonal under a slight bend in road. Upstream inlet is a vertical concrete inlet that will need to be removed. Pedestrian dirt trail passes over downstream outlet near a children's playground			
Field Notes			
Design (Existing Site Features)			
Existing Road Laneage	2-12.5'		
Existing Shld Width (paved and grass) (feet)	15'		
Existing Side Slopes	20:1		
Existing Guardrail	None		
Depth fm Pavement to Top of Culvert (ft):	3'		
Pipe Type and Size	42" CMP		
Pipe Condition (1-5) (1 is new)	4		
Condition Notes: Rusted out bottom. Concrete headwall downstream.			
Pavement Type/Condition	Asphalt/Good		
Environmental Features		Stage Construction Options	
Wetlands		Close Location to Traffic	
Ditches		Maintain One Lane - No Temp Pavement	X
State Waters		Maintain One Lane - Temp Pavement	
		Stage Construction Notes:	
Utilities (Visual Inspection)			
Electric	Aerial		
Cable	Aerial		
Phone	Aerial		
Gas	Unknown		
Water	Buried		
Sewer	Unknown		
Other			
Proposed Design			
Roadway Section	Typical		
Culvert Size & Material	42" round RCP with straight headwalls. Removal of upstream vertical inlet costed as manhole removal. Cost of removing headwall assumed equal to removal of entire length of pipe.		
Utility Relocations			
Guardrail Replacement	Wooden fence posts for trail over downstream outlet removal/replacement costed as guardrails.		
Miscellaneous Features			
Planning Cost Estimate			
Type	Notes	Total	
Design	Includes 10% of Construction Cost and surveying needs	\$20,192	
Right of Way Cost	Project assumed to be entirely in ROW, County owned parcel	\$0	
Utility Relocation Cost	Possible water main removal/replacement	\$5,500	
Construction Cost		\$76,918	
Environmental Permits	Includes Zone A Floodway study	\$15,000	
Total Planning Estimate		\$117,610	



Roadway Construction, Utility Relocation and ROW Quantity Calculations

Roadway Construction	Removal Unit Cost	Installation Unit Cost	Amount	Total Cost
Pavement (SF)	\$ 0.73	\$ 4.87	137.50	\$ 770.73
Curb and Gutter (LF)	\$ 28.56	\$ 30.60	14.00	\$ 828.24
Drain Inlet (EA)		\$ 3,000.00	2.00	\$ 6,000.00
4" Sidewalk (SY)	\$ 13.56	\$ 36.90	6.67	\$ 336.40
Guardrail (LF)	\$ 4.88	\$ 49.09	24.00	\$ 1,295.42
End Anchorage (EA)		\$ 1,380.00	0.00	\$ -
Subtotal				\$ 9,230.80
Grading Complete (5% of Rwy Items & Drng Total \$)				\$ 2,718.35
Roadway Total				\$ 11,949.14
Drainage	Removal Unit Cost	Installation Unit Cost	Amount	Total Cost
Trench Excavation (CY)		\$ 10.38	289.26	\$ 3,002.51
Remove Manhole (EA)		\$ 2,069.81	1.00	\$ 2,069.81
42" CMP (LF)	\$ 24.60		284.00	\$ 6,986.40
42" RCP (LF)		\$ 142.52	142.00	\$ 20,238.41
Class A Conc (CY)		\$ 892.19	10.40	\$ 9,278.76
Steel (lb)		\$ 1.42	0.00	\$ -
Pipe Bedding (CY)		\$ 48.60	28.93	\$ 1,405.80
Trench Backfill (CY)		\$ 2.99	266.77	\$ 797.11
Trench Compaction (CY)		\$ 6.36	213.42	\$ 1,357.33
Drainage Total				\$ 45,136.12
Signing and Marking		Installation Unit Cost	Amount	Total Cost
Permanent Striping (LF)		\$ 0.71		\$ -
Signing and Marking Total				\$ -
Staging		Installation Unit Cost	Amount	Total Cost
Clearing and Grubbing (Acre)		\$ 10,260.00	0.20	\$ 2,052.00
Temporary Pavement				\$ -
Temporary Drainage (Stream Diversion)		\$ 4,428.00	1.00	\$ 4,428.00
Staging Total				\$ 6,480.00
Erosion Control		Installation Unit Cost	Amount	Total Cost
Fine Grading and Seeding (SY)		\$ 4.39	71.50	\$ 314.03
Temporary Grassing (AC)		\$ 855.60	0.00	\$ -
Type C Silt Fence (LF)		\$ 4.24	568.00	\$ 2,406.05
Check Dam Type C Silt Fence (LF)		\$ 6.79	568.00	\$ 3,857.86
Erosion Control Mats (SY)		\$ 1.87	63.11	\$ 118.14
Landscape Mulch (SY)		\$ 3.58	63.11	\$ 225.69
Perm Grassing (AC)		\$ 1,402.20	0.00	\$ -
Rip Rap Type 3 12" (SY)		\$ 60.98	11.00	\$ 670.82
Plastic Filter Fabric (SY)		\$ 5.72	11.00	\$ 62.96
4" Ditch Paving (SY)		\$ 54.65	0.00	\$ -
Erosion Control Total				\$ 7,655.55
Construction Cost Total				\$ 71,220.81
Traffic Control (8% of Construction Total \$)				\$ 5,697.66
Construction Cost Grand Total				\$ 76,918.48
Utility Relocation	Removal Unit Cost	Installation Unit Cost	Amount	Total Cost
Electric				
Aerial	\$ 11.00	\$ 55.00	0.00	\$ -
Buried	\$ 16.50	\$ 82.50	0.00	\$ -
Wooden Pole	\$ 82.50	\$ 605.00	0.00	\$ -
Phone				
Aerial	\$ 11.00	\$ 27.50	0.00	\$ -
Buried	\$ 16.50	\$ 55.00	0.00	\$ -
Wooden Pole	\$ 82.50	\$ 605.00	0.00	\$ -
Cable				
Aerial	\$ 11.00	\$ 27.50	0.00	\$ -
Buried	\$ 16.50	\$ 55.00	0.00	\$ -
Wooden Pole	\$ 82.50	\$ 605.00	0.00	\$ -
Gas				
4" main	\$ 16.50	\$ 66.00	0.00	\$ -
Water				
8" main	\$ 16.50	\$ 93.50	50.00	\$ 5,500.00
Sewer				
12" main	\$ 16.50	\$ 82.50	0.00	\$ -
Utility Relocation Total				\$ 5,500.00
Right of Way (Sq Ft)		Cost/ Sq Ft	Sq Ft	Total Cost
Permanent Easement		\$ 4.00	0.00	\$ -
ROW Total				\$ -



3500 Parkway Lane
Suite 500
Peachtree Corners
Georgia 30092

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DPR SEAL



CLIENT INFORMATION

FAYETTE COUNTY

140 STONEWALL AVE W, STE 203
FAYETTEVILLE, GA, 30214

PROJECT NAME

**OLD IVY ROAD
STORM DRAIN
REPLACEMENT**

FAYETTE COUNTY, GA

DRAWING ISSUE

3/8/23 DATE

100% DESIGN PLANS DESCRIPTION

MARK

DESIGNED BY: MDW

DRAWN BY: MDW

CHECKED BY: DMM/MDM

SUBMITTED BY: DMM

DATE: 06 MARCH 2023

PROJECT # 1220341

**EASEMENT
EXHIBIT**

SHEET NUMBER

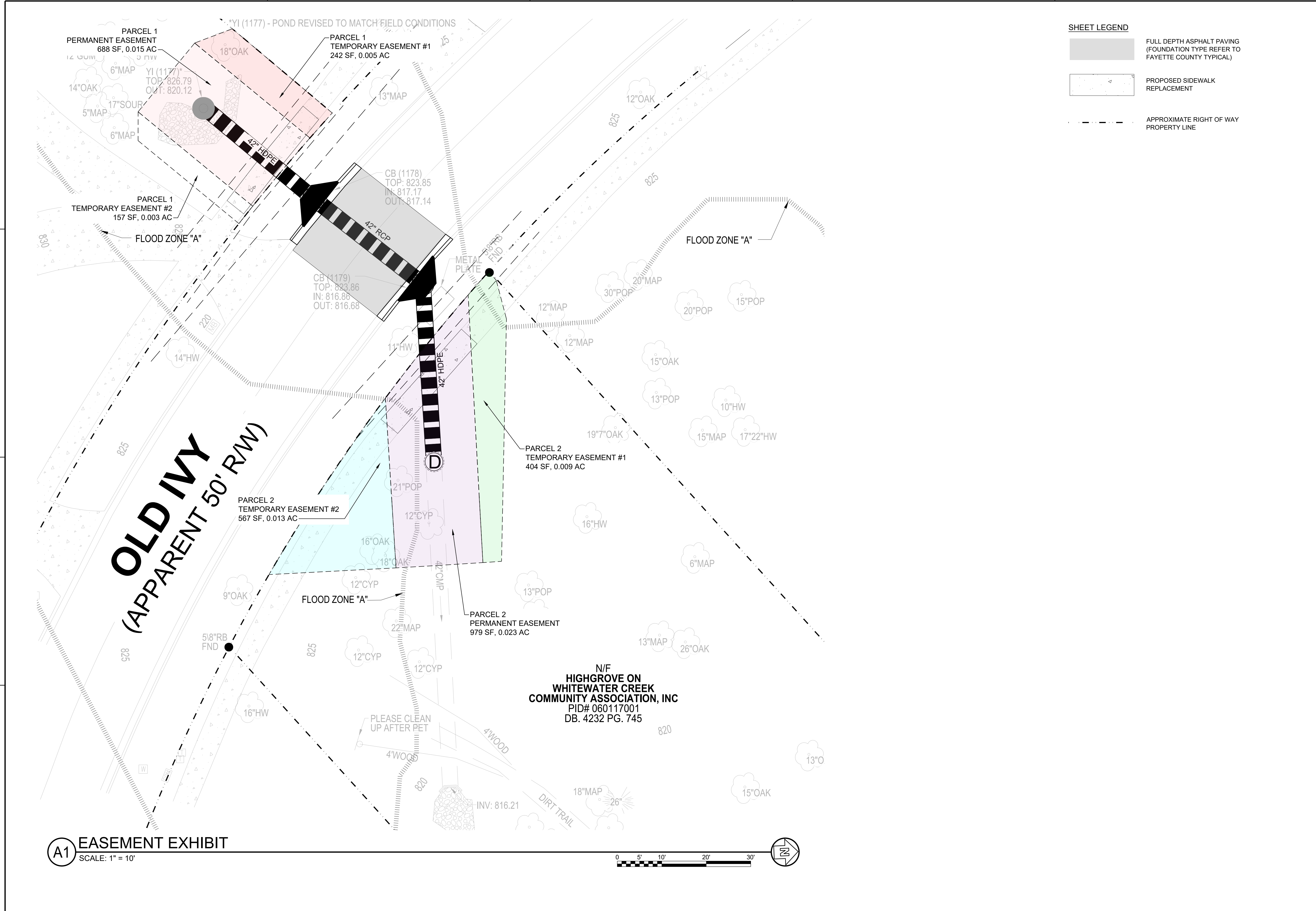
CG301

SHEET ---- OF 17

ORIGINAL SHEET SIZE:
22" X 34"

SHEET LEGEND

- FULL DEPTH ASPHALT PAVING (FOUNDATION TYPE REFER TO FAYETTE COUNTY TYPICAL)
- PROPOSED SIDEWALK REPLACEMENT
- APPROXIMATE RIGHT OF WAY PROPERTY LINE



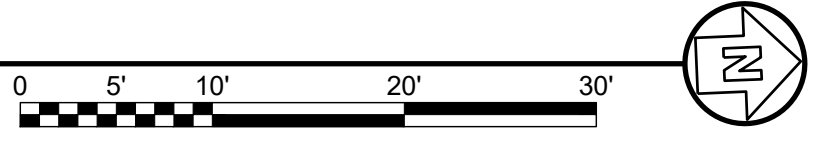
**OLD IVY
(APPARENT 50' RW)**

N/F
**HIGHGROVE ON
WHITEWATER CREEK
COMMUNITY ASSOCIATION, INC**
PID# 060117001
DB. 4232 PG. 745

PLEASE CLEAN
UP AFTER PET

INV: 816.21

A1 EASEMENT EXHIBIT
SCALE: 1" = 10'



FILE PATH: X:\FY23\1220341\04_CAD_BIM\04_02_CAD\CG101 PLOTTED BY: URUETA, JUAN DATE: 3/8/23

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to acquire all fee simple right-of-way, easements, and appraisals for the proposed 2017 SPLOST; Stormwater Category II, Tier II Project 125 Ridge Brook Court Culvert Replacement (21SAM).

Background/History/Details:

This project consists of removing the existing deteriorated 18-inch and 48-inch Corrugated Metal Pipes (CMP) beneath and along Ridge Brook Court. The failing system will be replaced with 48-inch Reinforced Concrete Pipe (RCP) under the roadway and 18-inch High Density Polyethylene Pipe (HDPE) entering and leaving the catch basins.

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

What action are you seeking from the Board of Commissioners?

Approval to acquire all fee simple right-of-way, easements, and appraisals for the proposed 2017 SPLOST; Stormwater Category II, Tier II Project 125 Ridge Brook Court Culvert Replacement (21SAM).

If this item requires funding, please describe:

Funding is available from the 2017 SPLOST; Stormwater Category II, Tier II Project 125 Ridge Brook Court Culvert Replacement (21SAM) account 322 40320.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

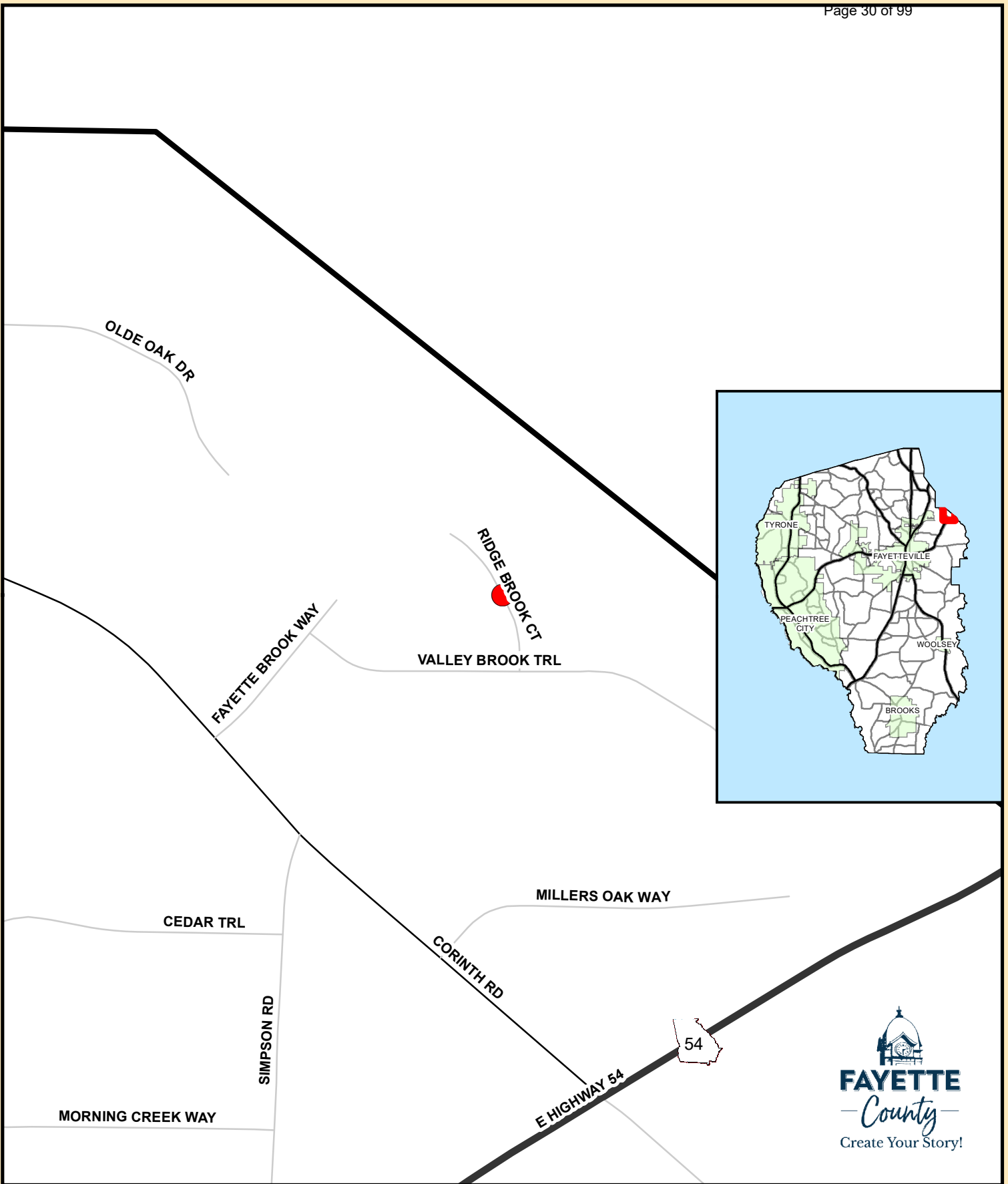
Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



● Project Location

Fayette County 2017 SPLOST
125 Ridge Brook Court- 21SAM
Stormwater Culvert Replacement





Photo 1:
Upstream end of culvert



Photo 2:
Downstream end looking East towards Ridge Brook Court

Ridge Brook Court

Photo Date:

1/21/2016

Taken By:

David Gibbs

Page

2

General Information		Map	
Project ID			
Street Name	125 Ridge Brook Court		
Site Visit Date	1/21/2016		
Road Classification	Minor road		
Project Notes			
CULVERT PASSES UNDER PRIVATE DRIVE (almost parallel). Owners need to be accommodated.			
Field Notes			
Design (Existing Site Features)			
Existing Road Laneage	2-12'		
Existing Shld Width (paved and grass) (feet)	10'		
Existing Side Slopes	6:1		
Existing Guardrail	None		
Depth fm Pavement to Top of Culvert (ft):	5'		
Pipe Type and Size	48" CMP		
Pipe Condition (1-5) (1 is new)	4-5		
Condition Notes: Rusted out bottoms, concrete headwalls. Separation of pipe from headwall opening. Small amount of rip rap at downstream end			
Pavement Type/Condition	Asphalt/Good		
Environmental Features		Stage Construction Options	
Wetlands		Close Location to Traffic	
Ditches	Roadside drainage ditches	Maintain One Lane - No Temp Pavement	X
State Waters		Maintain One Lane - Temp Pavement	
		Stage Construction Notes:	
Buried			
Electric	Aerial		
Cable	Unknown		
Phone	Aerial		
Gas	Unknown		
Water	Unknown		
Sewer	Unknown		
Other			
Proposed Design			
Roadway Section	Typical		
Culvert Size & Material	48" round RCP with straight headwalls. Cost of removing both existing headwalls assumed equal to the removal of the entire length of pipe.		
Utility Relocations			
Guardrail Replacement			
Miscellaneous Features	Private driveway removal and reconstruction costed as 4" concrete sidewalk.		
Planning Cost Estimate			
Type	Notes	Total	
Design	Includes 10% of Construction Cost and surveying needs	\$22,629	
Right of Way Cost	Assume project extends past ROW, 1/10 acre	\$17,424	
Utility Relocation Cost	None identified	\$0	
Construction Cost		\$101,289	
Environmental Permits	Includes Zone AE Floodway study	\$18,000	
Total Planning Estimate		\$159,342	

Roadway Construction, Utility Relocation and ROW Quantity Calculations

Roadway Construction	Removal Unit Cost	Installation Unit Cost	Amount	Total Cost
Pavement (SF)	\$ 0.73	\$ 4.87	144.00	\$ 807.17
Curb and Gutter (LF)	\$ 28.56	\$ 30.60	52.00	\$ 3,076.32
Drain Inlet (EA)		\$ 3,000.00	2.00	\$ 6,000.00
4" Sidewalk (SY)	\$ 13.56	\$ 36.90	70.00	\$ 3,532.20
Guardrail (LF)	\$ 4.88	\$ 49.09	0.00	\$ -
End Anchorage (EA)		\$ 1,380.00	0.00	\$ -
Subtotal				\$ 13,415.69
Grading Complete (5% of Rwy Items & Drng Total \$)				\$ 3,801.20
Roadway Total				\$ 17,216.88
Drainage	Removal Unit Cost	Installation Unit Cost	Amount	Total Cost
Trench Excavation (CY)		\$ 10.38	380.00	\$ 3,944.40
48" CMP (LF)	\$ 24.60		342.00	\$ 8,413.20
48" RCP (LF)		\$ 193.20	173.00	\$ 33,423.60
Class A Conc (CY)		\$ 892.19	13.70	\$ 12,222.98
Steel (lb)		\$ 1.42	0.00	\$ -
Pipe Bedding (CY)		\$ 48.60	38.00	\$ 1,846.80
Trench Backfill (CY)		\$ 2.99	341.41	\$ 1,020.14
Trench Compaction (CY)		\$ 6.36	273.13	\$ 1,737.11
Drainage Total				\$ 62,608.23
Signing and Marking		Installation Unit Cost	Amount	Total Cost
Permanent Striping (LF)		\$ 0.71		\$ -
Signing and Marking Total				\$ -
Staging		Installation Unit Cost	Amount	Total Cost
Clearing and Grubbing (Acre)		\$ 10,260.00	0.10	\$ 1,026.00
Temporary Pavement				\$ -
Temporary Drainage (Stream Diversion)		\$ 4,428.00	1.00	\$ 4,428.00
Staging Total				\$ 5,454.00
Erosion Control		Installation Unit Cost	Amount	Total Cost
Fine Grading and Seeding (SY)		\$ 4.39	98.00	\$ 430.42
Temporary Grassing (AC)		\$ 855.60	0.00	\$ -
Type C Silt Fence (LF)		\$ 4.24	684.00	\$ 2,897.42
Check Dam Type C Silt Fence (LF)		\$ 6.79	684.00	\$ 4,645.73
Erosion Control Mats (SY)		\$ 1.87	0.00	\$ -
Landscape Mulch (SY)		\$ 3.58	0.00	\$ -
Perm Grassing (AC)		\$ 1,402.20	0.00	\$ -
Rip Rap Type 3 12" (SY)		\$ 60.98	8.00	\$ 487.87
Plastic Filter Fabric (SY)		\$ 5.72	8.00	\$ 45.79
4" Ditch Paving (SY)		\$ 54.65	0.00	\$ -
Erosion Control Total				\$ 8,507.23
Construction Cost Total				\$ 93,786.34
Traffic Control (8% of Construction Total \$)				\$ 7,502.91
Construction Cost Grand Total				\$ 101,289.25
Utility Relocation	Removal Unit Cost	Installation Unit Cost	Amount	Total Cost
Electric				
Aerial	\$ 11.00	\$ 55.00	0.00	\$ -
Buried	\$ 16.50	\$ 82.50	0.00	\$ -
Wooden Pole	\$ 82.50	\$ 605.00	0.00	\$ -
Phone				
Aerial	\$ 11.00	\$ 27.50	0.00	\$ -
Buried	\$ 16.50	\$ 55.00	0.00	\$ -
Wooden Pole	\$ 82.50	\$ 605.00	0.00	\$ -
Cable				
Aerial	\$ 11.00	\$ 27.50	0.00	\$ -
Buried	\$ 16.50	\$ 55.00	0.00	\$ -
Wooden Pole	\$ 82.50	\$ 605.00	0.00	\$ -
Gas				
4" main	\$ 16.50	\$ 66.00	0.00	\$ -
Water				
8" main	\$ 16.50	\$ 93.50	0.00	\$ -
Sewer				
12" main	\$ 16.50	\$ 82.50	0.00	\$ -
Utility Relocation Total				\$ -
Right of Way (Sq Ft)		Cost/ Sq Ft	Sq Ft	Total Cost
Permanent Easement		\$ 4.00	4356.00	\$ 17,424.00
ROW Total				\$ 17,424.00



3500 Parkway Lane
Suite 500
Peachtree Corners
Georgia 30092
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EOR/AOR SEAL



CLIENT INFORMATION

FAYETTE COUNTY
140 STONEWALL AVE W, STE 203
FAYETTEVILLE, GA. 30214

PROJECT NAME

**RIDGE BROOK
COURT
CULVERT
REPLACEMENT**
FAYETTE COUNTY, GA

DRAWING ISSUE

DATE	DESCRIPTION	MARK
04/12/2023	95% DESIGN PLANS	

DESIGNED BY: MDW
 DRAWN BY: MDW
 CHECKED BY: DMM/MDM
 SUBMITTED BY: DMM
 DATE: JULY 5, 2022
 PROJECT #: 1210491

SHEET TITLE

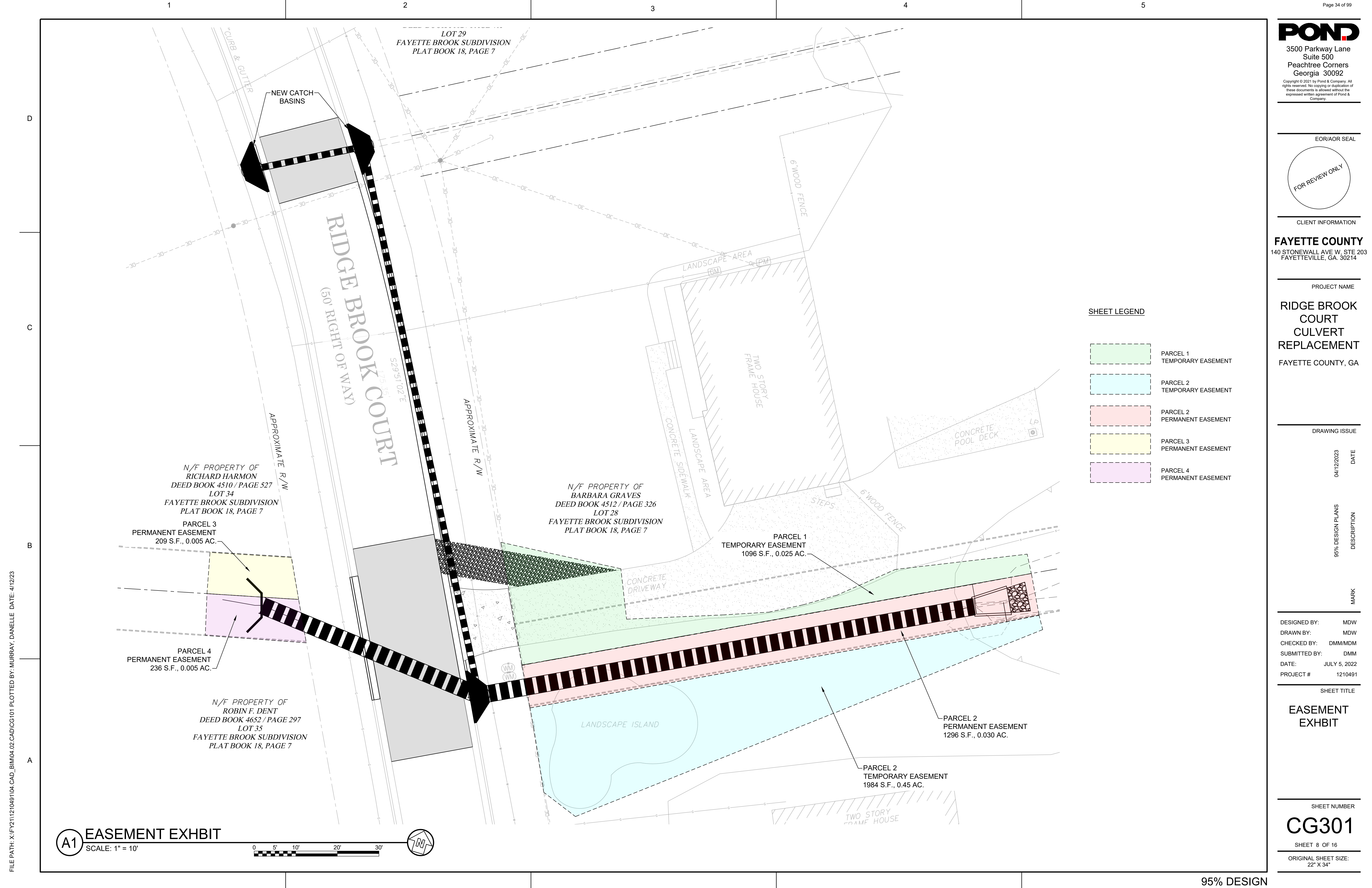
**EASEMENT
EXHIBIT**

SHEET NUMBER

CG301

SHEET 8 OF 16

ORIGINAL SHEET SIZE:
22" X 34"

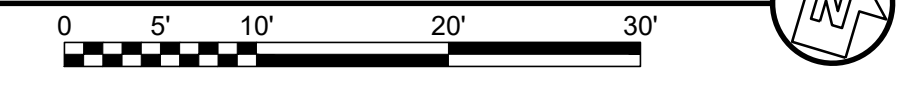


SHEET LEGEND

- PARCEL 1
TEMPORARY EASEMENT
- PARCEL 2
TEMPORARY EASEMENT
- PARCEL 2
PERMANENT EASEMENT
- PARCEL 3
PERMANENT EASEMENT
- PARCEL 4
PERMANENT EASEMENT

(A1) EASEMENT EXHIBIT

SCALE: 1" = 10'



FILE PATH: X:\FY21\1210491\04_CAD_BIM\04_02_CAD\CG101_PLOTTED BY: MURRAY, DANIELLE DATE: 4/12/23

BOARD OF COUNTY COMMISSIONERS

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

Consent Agenda #8

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

April 13, 2023

5:00 p.m.

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

Call to Order

Chairman Lee Hearn called the April 13, 2023 Board of Commissioners meeting to order at 5:00 p.m. A quorum of the Board was present.

Invocation and Pledge of Allegiance by Chairman Lee Hearn

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

Acceptance of Agenda

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

PROCLAMATION/RECOGNITION:

1. Recognition of Fayette County 4-H'ers who medaled at the Cloverleaf and District Project Achievement at Rock Eagle.

Fayette County 4-H program assistant, Chloe recognized Fayette County 4-H'ers who medaled at the Cloverleaf and District Project Achievement at Rock Eagle. She stated that 4-H was a youth development organization that encouraged kids to have experiences through "learning by doing". She stated that 4-H taught agriculture, science, being a good citizen, and healthy living. She stated that Project Achievement was a public speaking competition designed to allow students to share topics that "make them spark"! Senior 4-H'ers must complete a yearlong worth of work in preparation for their talk and do project specific work throughout the year to gain their knowledge of said selected topic. After hosting a SPARK Club for 6 months in preparation of project achievement, many 4-H'ers came home victorious! The Fayette County 4-H'ers introduced themselves and their projects to the Board and audience.

2. Recognition of the Fire & Emergency Services Citizen Fire Academy graduates on their successful completion of the 10-week Citizen Fire Academy.

Fire Chief Jeff Hill recognized the Fire & Emergency Services Citizen Fire Academy graduates on their successful completion of the 10-week Citizen Fire Academy. He stated that this course began on February 2 through April 13, 2023, and concluded with this presentation of certificates. Members of the class had the unique opportunity to experience behind the scenes operations and training of department members. Chief Hill stated that class members received their heart saver CPR certification, were trained in First Aid and how to use a fire extinguisher, and completed EMA preparedness training. Citizen Fire Academy

members observed department members performing vehicle extrication with the "Jaws of Life" and toured the Fire Safety Education Bus and fire stations, where they had dinner at a fire station with the on-duty crew. They toured the 911 Center and Emergency Operations Center (EOC), and learned firsthand about thermal imaging cameras, cardiac monitors, LUCAS devices, and self-contained breathing apparatus. Members from each shift presented a variety of Fire and EMS demonstrations including fire truck and ambulance demonstrations, flowing hose lines for firefighting purposes, ladder truck operations, and a full-scale operation demonstrating a house fire response. Certificates were awarded to the members.

PUBLIC HEARING:

PUBLIC COMMENT:

The following citizens made comments in reference to the proposed Rick Ross car show.

Mimi Phillips, Johnny Hill, John Smith, William Gene Adams, Denise Morrison, Isaac Logan, and Alice Jones Resident comments reiterated concerns regarding traffic control/safety, accessibility for emergency transportation, alcohol sale and/or consumption, and that this event would diminish the quality of life for the residents in the area. Residents sincerely requested Board support and assistance resolving these concerns regarding the car show and suggested denying the permit request.

Gerald Chichester with Fox Rothchild, representing Rick Ross, stated that the professional event producer for the car show was on his way to provide updates to the Board. Mr. Chichester provided the Board with a quick update regarding the buffalo incident that recently took place at the Rick Ross property. He stated that his client had reinforced the fencing and doubled the fence height and could provide pictures documenting these updates. Mr. Chichester stated that as it related to the proposed car show, his team was doing everything in their power to ensure that the community was safe and was cooperating with the County to ensure resident concerns were appropriately addressed.

Michael King, the car show event organizer, advised the Board and residents of the proposed plans to help alleviate some of the residents' concerns. He noted that there were plans for off-site parking which would require event goers and participant to be shuttled to the property. There would be coordinated registration, security checks off-site and plans for traffic mitigation to help maintain traffic flow and to ensure emergency personnel could access the area. Mr. King also noted to help with the on-looker traffic and cruising concerns, there would be double layer fencing put in place. He stated that his team was trying to mitigate all of resident's concerns.

County Administrator Steve Rapson stated that he provided the Board a high-level overview of proposed staff plans and/or requirements for the proposed car show. He stated that this was a multi-step process. Mr. Rapson stated that initially all involved County departments and staff met and created an actionable list of how the event should be handled. He continued that he would get Board feedback and incorporate any suggestions into the actionable list. From there the plan was to meet with Mr. Ross' team to finalize a coordinated plan to be presented before the Board at the April 25th BOC Meeting. He reminded everyone that this meeting would be held on a Tuesday. Mr. Rapson provided a brief overview of the proposed plan created by staff. This plan included security features with a command post, traffic mitigation plan, strategically posted subdivision monitoring, and on-site emergency services.

Commissioner Maxwell stated that he heard and understood citizen concerns and complaints. He stated that this situation was a dilemma the Board had to consider, and it was a balancing act. On one hand, there was the concerns of 800+ residents and on the other, was a single resident who also had rights. Commissioner Maxwell stated that even if the Board made a motion to deny this event, he was not 100% sure it would be a valid denial, which could cause the Board to be subject to potential attack/litigation. He noted that although it was a disaster last year, he did not know if there was much the Board could do to stop the event.

Vice Chairman Gibbons stated that from his understating, via his discussion with County staff, even if the County prohibited the event by denying the permit, there was nothing to stop Mr. Ross from having the event anyway. He stated that the penalty would be a \$1,000 fine which he could easily pay. Vice Chairman Gibbons stated that the fact that Mr. Ross and his team was cooperating and working with the County was the best-case scenario.

Commissioner Rousseau stated that he would reserve his position while staff finalized the review of the application. He noted that based on previous comments, he felt as though staff had resided a way “to do” the car show, which he was disappointed about. In his opinion, history reflected in last year’s event was a clear indicator of how this event would go. Commissioner Rousseau suggested having a combined meeting with both Mr. Ross, his team and residents present to discuss plans for this event. He stated that he had serious reservations about an event that was in essence a “public nuisance”.

CONSENT AGENDA:

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

3. **Approval of staff’s recommendation to accept a supplemental technology grant for the DUI Accountability Court in the amount of \$1,638 for the period of April 1, 2023 - June 30, 2023.**
4. **Approval of staff’s recommendation to accept a supplemental emergency grant for the DUI Accountability Court in the amount of \$13,500 for the period of April 1, 2023 - June 30, 2023.**
5. **Approval of staff’s recommendation to accept the Technology Subgrant Award for the Griffin Judicial Circuit Drug Court in the amount of \$4,460 for the grant period April 1, 2023 to June 30, 2023.**
6. **Approval of the Fayette County Fire and Emergency Services to accept the Trauma Equipment Reimbursement Grant in the amount of \$6,117.87.**
7. **Approval of the March 23, 2023 Board of Commissioners Meeting Minutes.**

OLD BUSINESS:

NEW BUSINESS:

8. **Request to award Bid #2221-A: 2017 SPLOST; Stormwater Category III; 20SAA Lakeview Lane Trenchless Rehabilitation to the lowest responsive, responsible bidder, McLeRoy, Inc. in the amount of \$112,543.00 and to reallocate \$109,576.00.**

Public Works Director Phil Mallon stated that this request was seeking Board approval to award Bid #2221-A to McLeRoy, Inc. to replace a failing pipe on Lakeview Lane. He noted that this project would address the failing pipe and extend its useful life by Slip Lining with a smooth steel type liner along with constructing concrete headwalls. Mr. Mallon stated that this approval would be in the amount of \$112,543.00 and would reallocate \$109,576.00 from project 19SVO.

Vice Chairman Gibbons moved to approve to award Bid #2221-A: 2017 SPLOST; Stormwater Category III; 20SAA Lakeview Lane Trenchless Rehabilitation to the lowest responsive, responsible bidder, McLeRoy, Inc. in the amount of \$112,543.00 and to reallocate \$109,576.00. Commissioner Oddo seconded. The motion passed 5-0.

9. **Consideration of an Acknowledgment of Disclosure and Confirmation of Informed Consent regarding an Agreement to Conduct Municipal Elections.**

Attorney Ali Cox stated that whenever the Town of Tyrone and Fayette County contracted together, since their firm represented both entities, the Board was informed that both are represented and there was a potential for conflict. The Board was welcomed to bring in another law firm, if preferred. If not, she was requesting the Board’s consent to waive the potential conflict.

Vice Chairman Gibbons moved to approve Acknowledgment of Disclosure and Confirmation of Informed Consent regarding an Agreement to Conduct Municipal Elections. Commissioner Oddo seconded. The motion passed 5-0.

10. Request to approve an Intergovernmental Agreement with the Town of Tyrone allowing for the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in Tyrone in 2023.

Brian Hill Fayette County Elections Director stated that the Town of Tyrone, The Town of Brooks, the Town of Woolsey, the City of Fayetteville, and the City of Peachtree City would hold elections for its offices in November 2023. Historically, Fayette County, the municipalities, and the Board of Elections have entered into intergovernmental agreements authorizing the Board of Elections to serve as Superintendent of Elections. These agreements have been reviewed by the county attorney's office.

Vice Chairman Gibbons moved to approve an Intergovernmental Agreement with the Town of Tyrone allowing for the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in Tyrone in 2023. Commissioner Oddo seconded. The motion passed 5-0.

11. Request to approve an Intergovernmental Agreement with the Town of Brooks allowing for the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in Brooks in 2023.

Commissioner Rousseau moved to approve an Intergovernmental Agreement with the Town of Brooks allowing for the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in Brooks in 2023. Commissioner Oddo seconded.

Commissioner Rousseau asked Mr. Hill if he anticipated having enough resources to conduct elections.

Mr. Hill stated that there would be cost associated with hosting these elections, which he had included in his upcoming year's budget. The anticipated cost was provided to the municipalities with their Intergovernmental Agreement and was approved. Invoices for these services would be disseminated once the election were completed.

Commissioner Rousseau asked if he felt he had any difficulty recruiting staff.

Mr. Hill stated that he did not have any issues with staffing at this time.

Commissioner Rousseau moved to approve an Intergovernmental Agreement with the Town of Brooks allowing for the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in Brooks in 2023. Commissioner Oddo seconded. The motion passed 5-0.

12. Request to approve an Intergovernmental Agreement with the Town of Woolsey allowing for the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in Woolsey in 2023.

Commissioner Oddo moved to approve an Intergovernmental Agreement with the Town of Woolsey allowing for the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in Woolsey in 2023. Vice Chairman Gibbons seconded. The motion passed 5-0.

13. Request to approve an Intergovernmental Agreement with the City of Fayetteville allowing for the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in Fayetteville in 2023.

Vice Chairman Gibbons moved to approve Intergovernmental Agreement with the City of Fayetteville allowing for the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in Fayetteville in 2023. Commissioner Oddo seconded. The motion passed 5-0.

14. Request to approve an Intergovernmental Agreement with the City of Peachtree City allowing for the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in Peachtree City in 2023.

Commissioner Oddo moved to approve an Intergovernmental Agreement with the City of Peachtree City allowing for the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in Peachtree City in 2023. Vice Chairman Gibbons seconded. The motion passed 5-0.

ADMINISTRATOR'S REPORTS:

Mr. Rapson reminded all in attendance that the April 25, 2023 BOC Meeting would be held on a Tuesday due to the upcoming ACCG Conference in Savannah. He continued that his plan was to meet with Mr. Ross' team early next week and would try having a meeting with community HOA leaders and residents by the end of the week to ensure he had feedback and input from all involved parties by the April 25 meeting.

ATTORNEY'S REPORTS:

COMMISSIONERS' REPORTS:

Commissioner Oddo

Commissioner Oddo reminded everyone that April 18, 2023 was the tax deadline.

Commissioner Rousseau

Commissioner Rousseau stated that there was an upcoming special election for District 68 in the State House, due to the recent passing of Representative Tish Naghise. He encouraged all in that district to take advantage of their right to vote.

Chairman Hearn

Chairman Hearn stated that he recently attended the Atlanta Regional Committee (ARC) Meeting and from that meeting he learned that Fayette County was expected to grow by over 19,000 people over the next 25 years beginning in 2026. As a result, he wanted the County, both staff and residents to be mindful of how we plan for the growth of this community. He stated that growth affected the water, schools, and the transportation system, so planning was a necessary part of preparing for the future.

Approval of the March 9, 2023 Executive Session Minutes: Vice Chairman Gibbons moved to approve the March 9, 2023 Executive Session Minutes. Commissioner Oddo seconded the motion. The motion passed 3-2, Commissioner Rousseau and Commissioner Maxwell voted in opposition.

EXECUTIVE SESSION: None

ADJOURNMENT:

Vice Chairman Gibbons moved to adjourn the April 13, 2023 Board of Commissioners meeting. Commissioner Oddo seconded the motion. The motion passed 5-0.

The April 13, 2023 Board of Commissioners meeting adjourned at 5:58 p.m.

Marlena Edwards, Chief Deputy County Clerk

Lee Hearn, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 25th day of April 2023. Attachments are available upon request at the County Clerk's Office.

Marlena Edwards, Chief Deputy County Clerk

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to ratify an appointment by Town of Tyrone of Gail Joiner to the Fayette County Library Board for a four-year term beginning January 1, 2023 and expiring December 31, 2026.

Background/History/Details:

The Fayette County Library Board is an advisory board to the Board of Commissioners but has some decision-making authority in its relationship to the Regional Library Board. The Library Board is composed of seven members who serve four-year terms each. Four of the seven members are appointed by jurisdictions within Fayette County, namely, the cities of Fayetteville and Peachtree City and the towns of Tyrone and Brooks. The Fayette County Board of Commissioners then, essentially, ratifies the nominations made by the jurisdictions to the Library Board.

The Town of Tyrone approved this appointment on April 6, 2023.
Lisa Richardson previously held this seat.

What action are you seeking from the Board of Commissioners?

Ratification an appointment by Town of Tyrone of Gail Joiner to the Fayette County Library Board for a four-year term beginning January 1, 2023 and expiring December 31, 2026.

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:



950 Senoia Road | Ste. A | Tyrone, GA 30290

Phone: (770) 487-4038 | Fax: (770) 487-4529

April 13, 2023

RE: Fayette County Library Board Appointment

To Whom It May Concern:

The Mayor and Council for the Town of Tyrone recommends the appointment of Gail Joiner to the Fayette County Library Board. Ms. Joiner's appointment was approved on April 6, 2023; she will succeed Lisa Richardson. We request that Ms. Joiner's term begin immediately, as the usual start date of January 1, 2023 passed without a candidate. Her term will expire on December 31, 2026. The Town of Tyrone is appreciative to be part of the public libraries of Fayette County. Please feel free to contact me if you have any questions.

Respectfully Submitted:

A handwritten signature in blue ink, appearing to read "Howard E. Dial", is written over a white background.

Howard E. Dial
Mayor of Tyrone

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to approve a recommendation from the Selection Committee comprised of Fayette County Staff, to appoint Dr. William Yarde to the Fayette County Water Committee for an unexpired term beginning immediately and expiring December 31, 2024.

Background/History/Details:

The purpose of the Water Committee is to fully explore water issues concerning Fayette citizens, to provide recommendations for short and long term priorities and goals, solicitation of federal funds, grants, etc., to assist with identification of funding sources, to assist with coordination between the County and the municipalities, to provide education in this community about water resources and to provide a forum for citizens to express concerns.

There is one citizen position available. The position was advertised in accordance with county policy 100.19; Board Appointment. Three citizens submitted applications for consideration. Interviews were conducted and the recommendation to the Board is to appoint Dr. William Yarde for a term beginning immediately and expiring December 31, 2024.

This appointment would fill the unexpired term of Clinton Holland.

What action are you seeking from the Board of Commissioners?

Approval to appoint Dr. William Yarde to the Fayette County Water Committee for an unexpired term beginning immediately and expiring December 31, 2024.

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:



APPLICATION FOR APPOINTMENT
Fayette County Water Committee

Thank you for your interest in being considered for appointment to the Fayette County Water Committee. Applicants must be a legal resident of the State of Georgia, a resident of Fayette County and a customer of the Fayette County Water System.

The Water Committee is comprised of seven voting members and two non-voting members who serve at the pleasure of the Board of Commissioners. Meetings are scheduled to be held on the second Wednesday of each month at 8:30 a.m. at 140 Stonewall Avenue West, Suite 100, Fayetteville, Georgia. Please do not apply if you will be unable to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Water Committee meetings as possible in an effort to become familiar with the responsibilities of the post.**

Please complete the form and answer the questions. Please return your completed application, with a resume if available, to Tameca P. Smith, County Clerk, via email at tsmith@fayettecountyga.gov or 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 **no later than 5:00 p.m. on Friday, March 10, 2023.**

If you have any questions, please call (770) 305-5103.

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

NAME William YARDE

ADDRESS 150 Brandon Mill Circle
Fayetteville GA 30214

TELEPHONE (home) 770 460-1231 (cell) [REDACTED]

(email address) [REDACTED]

[Signature]
Signature

2/23/2023
Date

APPLICATION FOR APPOINTMENT

Fayette County Water Committee

1. How long have you been a resident of Fayette County? **26 years**
2. Why are you interested in serving on the Fayette County Water Committee?

I am strong proponent of the mission of the Fayette county water committee: “The Water Committee discusses and makes recommendations on general Water System topics such as system improvements, bid openings, and water quality and availability concerns as directed by the Board of Commissioners”. In addition, I do believe the issues of water conservation and security of reservoirs are very important to the flow and integrity of the water system.

3. What qualifications and experience do you possess that should be considered for appointment to the Water Committee?

Educational background. Years of service to communities around the country and in other countries, civilian and military sectors. Please see CV.

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

Neurosurgeon 1997-2017(Military and Civilian). Commander United States Navy. 25 years of military service. Please see CV.

5. Do you have any past experience related to this position? If so, please describe. **No**
6. Are you currently serving on a commission/board/authority or in an elected capacity with any Government. **No**
7. Have you attended any Water Committee meetings in the past two years and, if so, how many? **One**
8. Are you willing to attend seminars or continuing education classes at county expense? **Yes**
9. Would there be any possible conflict of interest between your employment or your family and you serving on the Water Committee? **No**
10. Are you in any way related to a County Elected Official or County employee? If so, please describe. **No**

11. Describe your current community involvement.

1) Board of advisers: Fayette Accountability Court Team Inc. (2022 – current). The Organization is organized exclusively for religious, charitable, scientific, and educational purposes. Involve in all associated community activities, particularly with the DUI/Drug and Alcohol abuse court.

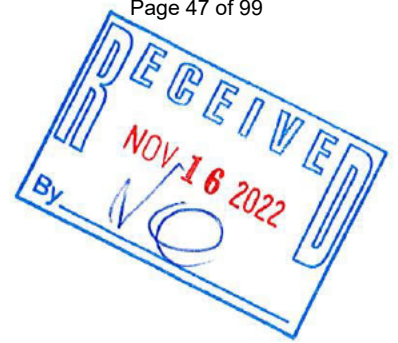
2) Director: American Foreign Legion Post 105, Fayetteville Georgia. Involve in all community activities associated with this organization over the last 4 years.

12. Have you have been given a copy of the county's Ethics Ordinance? **Yes**

13. Is there any reason you would not be able to comply with the Ethics Ordinance? **No**

William Yarde MD MHA

OTHER APPLICANTS



APPLICATION FOR APPOINTMENT
Fayette County Water Committee

Thank you for your interest in being considered for appointment to the Fayette County Water Committee. Applicants must be a legal resident of the State of Georgia, a resident of Fayette County and a customer of the Fayette County Water System.

The Water Committee is comprised of seven voting members and two non-voting members who serve at the pleasure of the Board of Commissioners. Meetings are scheduled to be held on the second Wednesday of each month at 8:30 a.m. at 140 Stonewall Avenue West, Suite 100, Fayetteville, Georgia. Please do not apply if you will be unable to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Water Committee meetings as possible in an effort to become familiar with the responsibilities of the post.**

Please complete the form and answer the questions. Please return your completed application, with a resume if available, to Tameca P. Smith, County Clerk, via email at tsmith@fayettecountyga.gov or 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 **no later than 5:00 p.m. on Friday, December 2, 2022.**

If you have any questions, please call (770) 305-5103.

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

NAME JOHN L. DUFRESNE

ADDRESS 213 PRESTON CIR

PEACHTREE CITY, GA

TELEPHONE (home) 770-631-2494 (cell) [REDACTED]

(email address) [REDACTED]

John L. Dufresne
Signature

11/16/22
Date



APPLICATION FOR APPOINTMENT
Fayette County Water Committee

1. How long have you been a resident of Fayette County?
2. Why are you interested in serving on the Fayette County Water Committee?
3. What qualifications and experience do you possess that should be considered for appointment to the Water Committee?
4. List your recent employment experiences to include name of company and position.
5. Do you have any past experience related to this position? If so, please describe.
6. Are you currently serving on a commission/board/authority or in an elected capacity with any government?
7. Have you attended any Water Committee meetings in the past two years and, if so, how many?
8. Are you willing to attend seminars or continuing education classes at county expense?
9. Would there be any possible conflict of interest between your employment or your family and you serving on the Water Committee?
10. Are you in any way related to a County Elected Official or County employee? If so, please describe.
11. Describe your current community involvement.
12. Have you have been given a copy of the county's Ethics Ordinance?
13. Is there any reason you would not be able to comply with the Ethics Ordinance?

APPLICATION FOR APPOINTMENT
Fayette County Water Committee

Response to Questions

1. I have been a resident of Fayette County for over 25 years.
2. I saw on the county's web site the announcement about the open position on the water committee. It piqued my interest some. I thought it could be an opportunity to serve my community. Bill Holland talked to me, and told me a little more about the committee. I worked with Bill on the Peachtree City Water and Sewerage Authority.
3. I'm a college graduate. Educated at the United States Military Academy with a focus on engineering and math. I have a Bachelor of Science degree in Liberal Arts from the State University of New York. I served 25 years on active duty in the US Army, mostly as a staff officer in either logistics or operations positions at all levels below the Department of the Army. I was an advisor to US Army National Guard and Reserve units in New England. I taught Army ROTC at Texas A&M University. I have served as a board member on the Fayette County History Committee (Don't recall the exact name and it dissolve in the late 1990's.), The Officer Candidate School Alumni Associate in Columbus, GA, and American Legion Post 105 in Fayetteville, GA. I served on the Peachtree City Needs Assessment Committee from 2012-2013. I will question anything I don't fully understand.
4. I'm currently retired. My last employment was with the US Army. I served as the Project Officer for the Directorate of Combat Development at Fort Benning, GA from October 2006 through September 2007, responsible for directorate administration. I then served as the Executive Officer for the 2d Battalion, 47th Infantry Regiment (Basic Training) at Fort Benning, GA from October 2007 through September 2009, responsible for coordinating support for five training companies, supervising the logistics, operations and personnel sections for the battalion, and drafting and executing over a \$4 million budget. I was a staff officer with the theater counter IED unit in Afghanistan from November 2009 through September 2010. My most significant duty was as a member of a Detainee Review Board for six months. I was a forward deployed liaison officer for Regional Command East in Afghanistan from October 2010 through July 2011, responsible for collating reports from 4-6 coalition headquarters on their assessment for the Afghan Army and Uniformed Police in their areas of operations; presenting those reports to command, and forwarding those reports to higher headquarters.
5. I served for four and a half years as a board member on the Peachtree City Water and Sewerage Authority, Jan 2014 through June 2018.
6. No.
7. No.
8. If selected, yes. I think it's important to be knowledgeable about the subject matter to make informed decisions.

9. No.


10. No.

11. Current community involvement – I attend Peachtree City Council meetings regularly. I attend Peachtree City Water and Sewerage Authority meetings regularly. I'm active in my American Legion post, and currently serving as the finance officer/treasurer. I'm the Mentor Coordinator for the Coweta Veterans Treatment Court, and also volunteer as a mentor.

12. Yes, the county's Ethics Ordinance was part of the application packet I downloaded.

13. No.

John L. Dufresne, Jr.
213 Preston Circle
Peachtree City, GA 30269



Experience

US Army, Afghanistan, Nov 2009 – Jul 2011

Project Officer responsible for distributing and collecting periodic assessment forms of the Afghan Army and Uniformed Police Forces in eastern Afghanistan; and coordinating the assessment report video teleconference with six coalition organizations and two Afghan organizations. Investigating Officer responsible for determining the financial liability for the loss of \$3.4 million of classified sensitive items. My report was used as a source document for two subsequent investigations. Company Commander responsible for equipment/property accountability. President of the Board/Board Member on several Detainee Review Boards charged with reviewing over 350 cases of battlefield detainees and recommending their disposition.

US Army, Fort Benning, GA, Oct 2006 – Sep 2009

Executive Officer, Basic Training Battalion, responsible for managing a staff of 21 civilian and military personnel in Human Resources, Operations and Logistics. Managed two budgets of over \$3 million each to support operations. Coordinated the major upgrade to our audiovisual equipment in two classrooms. Project Officer, Directorate of Combat Development, responsible for the administration of the directorate. Coordinated the installation of the secret internet infrastructure and the movement of the directorate to temporary facilities for building renovation; and conducted several Casualty Assistance tasks.

Cut Shred Co/Shred Box, Inc, Peachtree City, GA, Sep 1997 – Dec 2008

President of Shred Box and Regional Sales Representative for a major paper shredder manufacturer responsible for setting up and supporting a dealer network in the southeast US. The region did over \$1 million in sales each year through 2002. Expanded the annual sales in Alabama, Mississippi and Tennessee from \$30,000 to over \$100,000. Had an internet presence for retail sales and began a document shredding service for residential and small business customers.

The US Army Officer Candidate Schools Alumni Assoc., Columbus, GA, Jun 1997 – Sep 2009

Secretary/Treasurer responsible for taking and maintaining meeting minutes and organization paperwork; maintaining the proper accountability of the organization's financial and payroll records; supervising one employee; produce and publish a quarterly newsletter; and membership relations.

Fayette Newspapers, Fayetteville, GA, Jul 1997 – Aug 1997

Assistant Press Operator responsible for printing and distributing each addition of the paper.

Experience (Con't)

US Army, Mar 1977 – Apr 1997

Held leadership positions from squad to company level and staff positions from battalion to Army level.

APPLICATION FOR APPOINTMENT Fayette County Water Committee Thank you for your interest in being considered for appointment to the Fayette County Water Committee. Applicants must be a legal resident of the State of Georgia, a resident of Fayette County and a customer of the Fayette County Water System. The Water Committee is comprised of seven voting members and two non-voting members who serve at the pleasure of the Board of Commissioners. Meetings are scheduled to be held on the second Wednesday of each month at 8:30 a.m. at 140 Stonewall Avenue West, Suite 100, Fayetteville, Georgia. Please do not apply if you will be unable to attend a minimum of eighty percent (80%) of all meetings. Applicants are encouraged to attend as many Water Committee meetings as possible in an effort to become familiar with the responsibilities of the post. Please complete the form and answer the questions. Please return your completed application, with a resume if available, to Tameca P. Smith, County Clerk, via email at tsmith@fayettecountyga.gov or 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 no later than 5:00 p.m. on Friday, March 10, 2023. If you have any questions, please call (770) 305-5103. NOTE: Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.

NAME _____ Tony V. Parrott _____

ADDRESS _____ 245 Brayden Drive _____
 _____ Tyrone, Georgia 30290 _____

TELEPHONE (home) _____ (cell) _____

(email address) _____

Signature

Date

APPLICATION FOR APPOINTMENT Fayette County Water Committee

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

More than 60 years.

2. Why are you interested in serving on the Fayette County Water Committee?

I am a past employee of the Water System and still have an interest in the growth and operation of the System.

3. What qualifications and experience do you possess that should be considered for appointment to the Water Committee?

I was Director of the Water System for more than 30 years and a certified water plant operator for more than 40 years. I was there when both water plants were built and the three reservoirs. I served on regional and state committees and had additional training. I am a life member of the American Water Works Association and the Georgia Association of Water Professionals.

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

City of Fayetteville Water and Sewer Department 1972-1977

Fayette County Water System 1977-2015

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

As Director of Water System, I was a member of the Water Committee.

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

No

7. Have you attended any Water Committee meetings in the past two years and, if so, how many?

Yes. Several.

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

Yes

9. Would there be any possible conflict of interest between your employment or your family and you serving on the Water Committee?

No

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

No.

11. Describe your current community involvement.

Board Member and Secretary for the Fayette County Historical Society, Vice-president of the Georgia Municipal Cemetery Association, Vice-president of the Fayette Heritage Project. Treasurer for Stonecrest HOA. Master Gardener.

12. Have you have been given a copy of the county's Ethics Ordinance?

Yes.

13. Is there any reason you would not be able to comply with the Ethics Ordinance?

No.

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to award a bid for the purchase of the sewer easement and temporary construction easement over Tax Parcel ID 0726 017, (easement location known as Fayette County Fire Station #3) to 74 South, LLC.

Background/History/Details:

A request for sealed bids on a sewer easement property, Tax Parcel ID 0726 017, located in the Town of Tyrone, known as the location of the Fayette County Fire Station #3, and identified as a 20 ft. sanitary sewer easement and a 30 ft. temporary construction easement, for sale by Fayette County, was released on March 10, 2023.

There was one response to this bid.

The required earnest money of \$866.50 was provided.

Legal recommends the approval of the bid to 74 South, LLC.

What action are you seeking from the Board of Commissioners?

Approval to award a bid for the purchase of the sewer easement and temporary construction easement over Tax Parcel ID 0726 017, (easement location known as Fayette County Fire Station #3) to 74 South, LLC.

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:

FOR SALE
SEPTIC EASEMENT AND TEMPORARY
CONSTRUCTION EASEMENT OVER
TAX PARCEL ID 0726 017

BID PACKAGE CONTENTS

- Part 1: Invitation to Bid**
 - Exhibit A – Legal Description**
 - Exhibit B – Property Plat**
- Part 2: Instructions to Bidders**
 - Exhibit A – Form of Sell and Purchase Agreement**
 - Exhibit A – Legal Description**
 - Exhibit B – Form of Deed of Septic Easement**
 - Exhibit C – Form of Deed of Temporary Construction Easement**
- Part 3: Bid Purchase Form**
- Part 4: Best and Final Offer Form**
- Part 5: Copy of Legal Ad**

Part 1
INVITATION TO BID

Fayette County, Georgia will be accepting sealed bid proposals for the purchase of the real property described as tax parcel 0727 017, more particularly described in Exhibit "A" attached hereto and depicted in the plat attached hereto as exhibit "B".

Sealed bids must be received by no later than 2:00 PM on the 13th day of April 2023 at the County Administrative Complex, 140 Stonewall Avenue, West Suite 100, Fayetteville, Georgia 30214. Bids received after this date and/or time will not be accepted but will be returned, unopened to sender. Bids may be mailed or hand-delivered to the above address. Fayette County reserves the right to reject any and all bids submitted, at its sole discretion. Should you have any questions or concern regarding this invitation please contact Ms. E. Allison Ivey Cox, Assistant County Attorney, at (770) 461-2223 for clarification.

The property will be available for inspection at own Bidder's own risk and expense, Fayette County hereby permits Bidder and his/her authorized representatives to enter onto the Property for the purposes of making inspections, and appraisal its own risk. In exercising the permission hereby given Bidder shall and does hereby agree to indemnify, defend and hold Fayette County harmless from any loss or liability suffered by Bidder.

All timely received, sealed bids will be opened at 2:00 PM in the conference room of the County Administrator 140 Stonewall Avenue, West Suite 100, Fayetteville, Georgia 30214 on the 13th day of April 2023. An official designated by Fayette County shall publicly open and read aloud all properly submitted bids at this time.

Upon selection of the winning bid, a bid award notice shall be sent to the selected purchaser.

EXHIBIT "A"
Legal Description

1. 20 FOOT SANITARY SEWER EASEMENT

ALL that tract or parcel of land lying and being in Land Lots 115 and 116 of the 7th Land District of Fayette County, Georgia, beginning at a point lying at the Southeastern corner of parcel 0726 017 now or formerly belonging to Fayette County, and the Southeastern corner of parcel 0726 014 now or formerly belonging to Royal Tate Holdings, LLC, said point being the TRUE POINT OF BEGINNING;

Thence South 33 degrees 59 minutes 48 seconds West, a distance of 13.45 feet;
Thence North 50 degrees 50 minutes 33 seconds West, a distance of 20.08 feet;
Thence North 33 degrees 59 minutes 48 seconds East, a distance of 10.62 feet;
Thence North 22 degrees 16 minutes 42 seconds East, a distance of 463.26 feet;
Thence South 67 degrees 43 minutes 18 seconds East, a distance of 20.00 feet;
Thence South 22 degrees 18 minutes 12 seconds West, a distance of 466.31 feet; to the TRUE POINT OF BEGINNING.

Said Parcel containing 9,487 square feet or 0.22 acres, more or less;

And also including;

2. 30 FT. TEMPORARY CONSTRUCTION EASEMENT

ALL that tract or parcel consisting of land lying and being in Land Lots 115 and 116 of the 7th Land District of Fayette County, Georgia beginning at a point lying at lying at the Southeastern corner of parcel 0726 017 now or formerly belonging to Fayette County, and the Southeastern corner of parcel 0726 014 now or formerly belonging to Royal Tate Holdings, LLC, said point being the TRUE POINT OF BEGINNING;

Thence South 33 degrees 59 minutes 48 seconds West, a distance of 13.45 feet;
Thence North 50 degrees 50 minutes 33 seconds West, a distance of 30.12 feet;
Thence North 33 degrees 59 minutes 48 seconds East, a distance of 8.69 feet;
Thence North 22 degrees 16 minutes 42 seconds East, a distance of 472.23 feet;
Thence South 67 degrees 43 minutes 18 seconds East, a distance of 30.00 feet;
Thence South 22 degrees 18 minutes 12 seconds West, a distance of 476.31 feet; to the TRUE POINT OF BEGINNING.

Said Parcel containing 5,036 square feet or 0.11 acres, more or less

Said combined parcels containing 14,511 square feet or 0.33 acres, more or less.

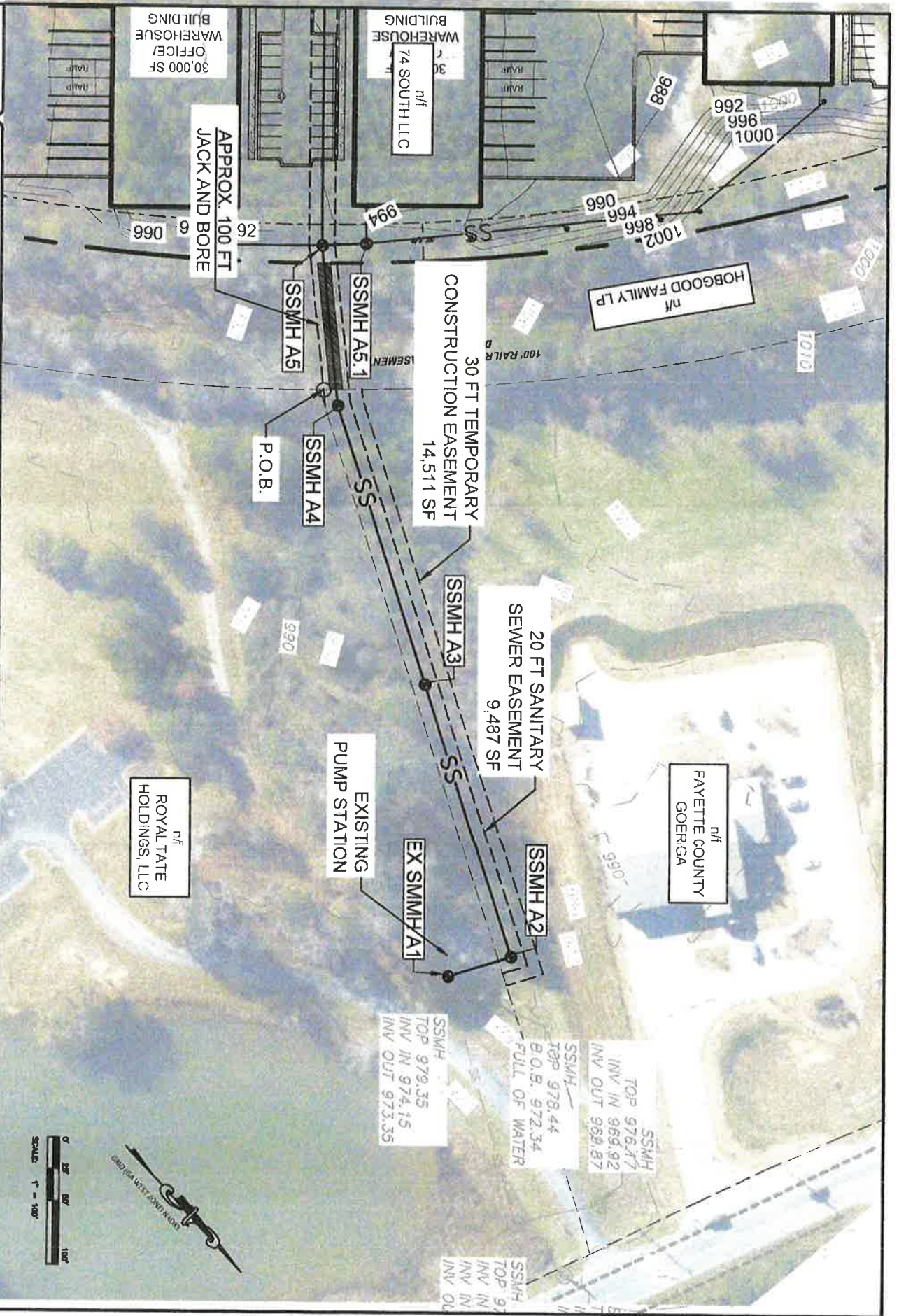


EXHIBIT B

SANITARY SEWER EASEMENT

OFF SITE SANITARY SEWER EASEMENT
 74 SOUTH BUSINESS PARK
 TOWN OF TYRONE, GA
 for
 ISLAND INVESTORS, LLC

LAND LOT 116 OF THE 7TH DISTRICT, FAYETTE COUNTY, GEORGIA

INTEGRATED
 Science & Engineering

106 MacArthur Crossing, Fayetteville, Georgia 30214
 (770) 451-4292 or (770) 451-2831
 ATLANTA / SAVANNAH

Part 2
INSTRUCTIONS TO BIDDERS

Section 1.0 Preparation of Bids:

Bidders must comply with all aspects of these Instructions To Bid. Bids must be submitted on the "Bid Purchase Form" provided herein. There shall be no additions, deletions, changes, substitutions or explanations made to the Bid Purchase Form unless otherwise provided for in the form. Additional pages may be permitted where the space provided on the Bid Purchase Form is inadequate for the requested information. Additional pages must reference the name of the bidder or be provided on appropriate company letterhead or other collateral materials. **Please note that all submittals to Fayette County are a public record and as such are subject to public review.**

Section 2.0 Submission of Bids:

- 2.1 **The completed Bid Purchase Form must be submitted in a sealed envelope.** The name and address of the bidder should be legibly marked in the front upper left-hand corner of the envelope and the following notation should be marked in the center with the information inserted from the Invitation to Bid:
- BID FOR THE PURCHASE OF REAL PROPERTY
OWNED BY FAYETTE COUNTY
TAX PARCEL ID NO. 0726 017 AND 0726 014
NOT TO BE OPENED BEFORE 2:00 PM PREVAILING LEGAL
TIME IN FAYETTE COUNTY, GEORGIA, 30214, the 13th day of April 2023.**
- 2.2 **If the Bid is mailed, the sealed envelope with the annotations required above should be inserted into a second envelope that is addressed for mailing.** The completed Bid may be hand delivered or mailed to the following address:
- Fayette County
Attention: E. Allison Ivey Cox
Assistant County Attorney
140 Habersham Drive, Suite 100
Fayetteville, Georgia 30214
- 2.3 Bids may also be submitted at bid opening by placing the Bid in the hands of the bid official presiding over the Bid Opening, prior to Bid Opening Time.

Section 3.0 Earnest Money

Each Bid must be accompanied by a certified or cashier's check drawn and made payable to the order of the "Fayette County" in the amount of five percent (5%) of the amount of the Bid (hereinafter referred to as the "Earnest Money"). Earnest Money of the bidder whose Bid is accepted by Fayette County (hereinafter "Successful Bidder") shall be deposited by Fayette County upon acceptance of the Bid. Earnest Money of the Successful Bidder shall be applied at closing as partial payment of the purchase price unless otherwise negotiated. The Earnest Money of each rejected bidder shall be returned by Fayette County upon rejection of the Bid. The Earnest Money for each Contingent Accepted Bid, as defined in Section 8.0, shall be returned by Fayette County upon the earlier of when the sale is finalized or expiration of the Bid. Fayette County shall not pay or be responsible for the payment of any interest on the amount of the Earnest Money.

Section 5.0 Submission of Bid Constitutes Offer to Contract:

The bidder understands and agrees that its Bid (for purposes of this section and for the remainder of this Invitation to Bid, the term “Bid” refers to any Bid submitted in accordance with Section 2.0 or, if a Best and Final Offer Process is used, any Best and Final Bid submitted in accordance with Section 8.0 is being considered by Fayette County along with other competitive bids for the purchase of the Property. As such, and in consideration of the mutual agreements of the bidders, the reliance of which Fayette County holds based upon the Bids submitted, the bidder understands and agrees that its Bid is an offer to purchase the Property, which is hereby given by the bidder Fayette County to accept or reject, and if accepted by Fayette County constitutes a binding contract for the sale and purchase of the Property. Fayette County shall have a period of 120 days from the Bid Opening Time to accept the bid. Bids shall expire 120 days from the Bid Opening Time

Section 6.0 Withdrawal of Bid:

A Bid may only be withdrawn upon written request received by Fayette County at the address for submission of bids prior to the Bid Opening Time. No Bid may be withdrawn after it has been publicly opened.

Section 7.0 Opening of Bids:

At the Bid Opening Time, the Bids will be publicly opened by a Fayette County official or designee and read aloud for the information of bidders and other properly interested persons who may be present. Fayette County reserves the right to waive any or all formalities or technicalities in the bidding, and may reject any or all of the Bids, initiate the Best and Final Offer Process as defined in Section 8.0, cancel the solicitation or Best and Final Offer Process, or amend the Invitation to Bid.

Section 8.0 Best and Final Offer Process:

- 8.1 A best and final offer process (“Best and Final Offer Process”) may be initiated when multiple Bids are received offering the same Purchase Price. During the Best and Final Offer Process, Bidders will be given the opportunity to increase their Bid through completion and submittal of a Best and Final Bid Form (“Best and Final Bid”), included herein.
- 8.2 If the Best and Final Offer Process is initiated, a new bid opening date and time (“Best and Final Bid Opening Time”) will be established for submittal of a Best and Final Bid. Notification will be sent to Bidders that the Best and Final Offer Process has been initiated and information about the Best and Final Offer Process, including the Best and Final Bid Opening Time, will be posted on the Fayette County website.
- 8.3 If a bidder chooses to submit a Best and Final Bid that exceeds their Initial Bid, the Bidder shall be required to proportionally increase their Earnest Money to match the Best and Final Bid. The proportionate increase in required Earnest Money will be hereinafter referred to as “Additional Earnest Money,” and will be combined with any prior Earnest Money submitted with any prior Bids.
- 8.4 Except as modified by this Section 8, the instructions for submitting the Initial Bid shall apply to the submission of a Best and Final Bid.
- 8.5 Best and Final Bids shall expire 120 days from the Bid Opening Time.

Section 9.0 Fayette County Action to Accept Bid:

All Bids received shall be reviewed by the assistant County Attorney for Fayette County and transmitted to the Board of Commissioners for official action at the next scheduled meeting. The Board of Commissioners, in its sole discretion, shall determine which Bid is the most advantageous and which Bid(s), if any, should be accepted or rejected (hereinafter "Rejected Bid"). Fayette County may also elect to contingently accept one or more Bids (hereinafter "Contingent Accepted Bid") so that in the case of the default of the Successful Bidder, Fayette County will accept the Contingent Accepted Bid.

Section 10.0 Notice of Acceptance of Bid

If a Bid is accepted by the Board of Commissioners for Fayette County, a "Notice of Acceptance" will be sent to the Successful Bidder along with the Sell and Purchase Agreement, a copy of which is attached hereto as Exhibit "A", for execution. Notice will also be sent to Bidders advising them of the contingent acceptance of their Bids as described in Section 9.0.

Section 11.0 Execution of Sell and Purchase Agreement, Failure to Execute:

- 11.1 The Successful Bidder must execute and return the Sell and Purchase Agreement to Fayette County within ten (10) calendar days from the date of service of the Notice of Acceptance.
- 11.2 In the event the Successful Bidder fails to return the properly executed duplicate originals of the Sell and Purchase Agreement within ten (10) calendar days as set forth above, Fayette County may declare that Bidder in default.
- 11.3 If the Successful Bidder defaults on its obligations hereunder, including the obligation to return the executed Sell and Purchase Agreement, the Earnest Money shall be retained by Fayette County as liquidated damages and not as a penalty. The Successful Bidder acknowledges and agrees that the actual damages that would result from the Successful Bidder's default cannot be ascertained and that the Earnest Money represents the best estimate of such damages. If the transaction is not consummated due to the default of Fayette County, then the entirety of the Earnest Money shall be returned to the Successful Bidder within thirty (30) days after such a determination is finalized.
- 11.4 In the event the Successful Bidder is declared in default by Fayette County as provided in 11.2 and 11.3, Fayette County may then accept the next Contingent Accepted Bid

Section 12.0 Notices and Returns:

All notices and returns shall be in writing and shall be given by depositing the same in Certified Mail – Return Receipt Requested, postage prepaid. All returns shall be mailed to the mailing address listed in the Bid Purchase Form. The day upon which such notice is so mailed shall be treated as the date of service.

INSTRUCTIONS TO BIDDERS
EXHIBIT A
FORM OF SALE AND PURCHASE AGREEMENT

**STATE OF GEORGIA,
COUNTY OF FAYETTE**

AGREEMENT TO SELL AND PURCHASE REAL PROPERTY

THIS AGREEMENT TO SELL AND PURCHASE REAL PROPERTY, (hereinafter referred to as this "Agreement"), is made and entered into this day _____ of _____, 2023, (hereinafter referred to as "the "Effective date"), by and between Fayette County, a political subdivision of the State of Georgia whose address is 140 Stonewall Avenue, Suite 100 Fayetteville, Georgia 30214, Party of the First Part, hereinafter referred to as "Seller," and _____ whose address is _____, Party of the Second Part, hereinafter referred to as "Purchaser".

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

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

WHEREAS, the Seller, pursuant to O.C.G.A. § 36-9-3(a) , is authorized to convey the Property; and

WHEREAS, the Seller, pursuant to O.C.G.A. § 36-9-3(a), advertised the sale of the Property through a public competitive process; and

WHEREAS, the Purchaser made a Bid thereon together with Earnest Money in accordance with the Instructions to Bidders which Bid was duly accepted by Seller at its regular meeting on the ___ day of _____, 20__; and

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

Section 1: USAGE AND DEFINITIONS

1.1 As used in this Agreement, the following words and terms set forth in this section refer to, or mean, or include in their meaning, the following:

1.1.1 The words "County" and "Fayette" shall mean the "Fayette County, Georgia."

- 1.1.2 The words "party" or "parties" are sometimes used herein to refer to either Seller or Purchaser or collectively to Seller and Purchaser.
 - 1.1.3 The words "execute", or "execution" are used interchangeable herein to mean the signing, sealing and delivery of the called for Deed, instruments, documents and/or legal pleadings.
 - 1.1.4 The term "Seller" as used herein shall mean Fayette County as Grantor and shall include its agents.
 - 1.1.5 The word "Closing" shall mean the consummation of the sale and purchase of the Property, hereinafter referred to as the "transaction" contemplated by this Agreement by the execution, deliveries and acceptances required by this Agreement.
- 1.2 All words used in this Agreement include in their meaning the masculine, feminine and neuter gender; singular and plural number; and present, past and future tense; and all appropriate grammatical adjustments shall be assumed as though in each case fully expressed.

Section 2: SALE OF PROPERTY

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

Section 3: PURCHASE PRICE

The Purchase Price of the Property is \$ _____ (and written in words here: _____).

Section 4: EARNEST MONEY

Seller has deposited the Purchaser's Earnest Money in the sum of \$ _____ (and written in words here: _____), said amount being submitted with Purchaser's Bid, which sum Purchaser agrees shall not earn him any interest. At closing, all Earnest Money shall be applied against the Purchase Price.

Section 5: ENTRY ONTO THE PROPERTY

Acting at Purchaser's own risk and expense, Seller hereby permits Purchaser and his authorized representatives to enter onto the Property for the purposes of making inspections, and appraisal. Seller and Purchaser agree the Property is being sold and purchased "by the tract and not by the acreage." In exercising the permission hereby given in this Section 5, Purchaser shall and does hereby agree to indemnify, defend and hold Seller harmless from any loss or liability suffered by Seller.

Section 6: SELLER REPRESENTATIONS

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

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

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

Section 7: RISK OF LOSS AND DAMAGE

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

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

Section 8: TITLE EXAMINATION

Purchaser shall have fifteen (15) days commencing with execution of this Agreement to examine the title to the Property and secure, at Purchaser's expense, a written owner's title insurance commitment, from a duly authorized title insurance company (issued through its Georgia Office) to insure, at its standard rates or less, Purchaser and the title to the Property to be conveyed by Seller to Purchaser pursuant to this Agreement (hereinafter referred to as "Commitment"). If the Commitment sets up (or sets forth) any title objection(s), Seller shall have five (5) days from receipt of the notice of title objection(s) to analyze said title objection(s) and determine, in its sole discretion, whether or not to cure the same and to notify Purchaser of Seller's decision thereon. Seller shall Purchaser understands and agrees that the Property is sold

“as is, where is, and with all faults” and Seller makes no warranty of any type or kind whatsoever.

Section 9: CLOSING

- 9.1 The Closing Date of this transaction shall be on or before _____ (in no case shall closing occur more than 45 days from the date of the acceptance of Purchaser’s bid by Seller), and the time and place of Closing, shall be designated by Purchaser, and notice thereof shall be given to Seller not less than seven (7) days prior to the designated Closing Date. Purchaser may designate the attorney who will conduct the Closing (hereinafter referred to as the "Closing Attorney"), and the Closing Attorney shall represent Purchaser at the Closing.
- 9.2 At Closing, Seller and Purchaser shall respectively pay the following costs and expenses, hereinafter referred to as "expenses":
- 9.2.1 Seller shall pay the following expenses:
- (a) Fees of the Seller's attorney and/or broker; and
- 9.2.2 Purchaser shall pay the following expenses, and those specified elsewhere in Section 9:
- (a) Fees and expenses of Purchaser's attorney(s), broker(s) and closing attorney; and
- (b) Fee for examination and certification of the title to the Property; and
- (c) Fee and premium to a title insurance company for the commitment and any issued owners title insurance policy; and
- (d) Expenses for filing and recording the Quitclaim Deed with the Fayette County Clerk of Superior Court, as required by Seller, or any other appropriate local authorities, and any other documents or instruments which Purchaser deems necessary or desirable to place of record; and
- (e) The expenses of any inspection or appraisal obtained by Purchaser; and
- (f) Any real property ad valorem taxes that may be assessed and levied against the Property by the taxing authorities of any city or county; and
- (g) Any other expenses actually incurred by Purchaser.
- 9.3 At the Closing, Seller and Purchaser shall each deliver to the other the following:
- 9.3.1 Purchaser shall tender to Seller the Purchase Price in the manner set forth in subsection numbered 9.4 hereof.
- 9.3.2 Seller shall deliver to Purchaser the following:
- (a) A Quitclaim Deed in the form attached hereto as EXHIBIT “B”, conveying to Purchaser, fee simple, all of Seller's right, title and interest in and to the Property, the legal description contained therein to be verbatim as set forth in EXHIBIT “A” attached hereto; and
- (b) If requested, a copy of official records of Seller authorizing execution of the Deed and other instruments, documents and legal pleadings necessary to implement and finalize this transaction.

9.4 At the Closing, Purchaser shall tender to Seller a cashier's check, payable to Seller in the amount of \$ _____. This is Purchase Price, less the amount of Earnest Money, or at Seller's sole election, cash equivalent payment by cash, wire, or other means acceptable to Seller.

Section 10: DELIVERY OF POSSESSION

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

Section 11: DEFAULT

11.1 If, following Purchaser's acceptance of this offer, the transaction contemplated by this Agreement is not consummated on account of Seller's default hereunder, then Purchaser may elect to cancel this Agreement, whereupon Seller shall return the Earnest Money to Purchaser and Purchaser and Seller shall then have no further duty, obligation, financial or otherwise, or liability hereunder to each other.

11.2 If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of the Purchaser's default hereunder, the Earnest Money paid by Purchaser to Seller shall be kept by Seller and considered by Seller and Purchaser to be full and complete liquidated damages. Further, Seller shall have no further duty, obligation, financial or otherwise, or liability hereunder to Purchaser.

Section 12: NOTICES

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

Notice shall also be provided to:

If to Seller:

Fayette County
Attention: E. Allison Ivey Cox
140 Stonewall Avenue, West
Fayetteville, Georgia 30214

If to Buyer:

Section 13: ASSIGNMENT

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

Section 14: REAL ESTATE BROKERS AND ATTORNEYS

Should Seller and/or Purchaser retain a broker or attorney to represent them, each party covenants and agrees to discharge all financial obligations to such broker or attorney, and further covenants and agrees to indemnify and hold the other harmless from all claims and liabilities from any such brokers or attorneys.

Section 15: GENERAL PROVISIONS OF THIS AGREEMENT

- 15.1 All rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those given by law.
- 15.2 All time limits stated herein are of the essence of this offer and Agreement.
- 15.3 If any one or more of the provisions contained herein is for any reason held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 15.4 All provisions of this Agreement shall survive the Closing and **shall not** be merged into either the Deed or any other instruments, documents or pleadings executed by the parties either prior to or at the Closing.
- 15.5 The brief headings or titles preceding each section hereof are for purposes of identification and convenience only and should be disregarded in construing this Agreement.
- 15.6 This Agreement shall be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia in the courts of Fayette County, Georgia.
- 15.7 This Agreement may be executed in two (2) counterparts (Seller's counterpart and Purchaser's counterpart) which are separately numbered and identified but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

Section 16: ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____
day of _____ 2023.

SELLER:

**FAYETTE COUNTY
BOARD OF COMMISSIONERS**

By: _____
Lee Hearn, Chairman

(SEAL)

Attest: _____
Tameka P Smith, County Clerk

PURCHASER,

By: _____
Name: _____
Title: _____

(SEAL IF Corporation)

Witness: _____
Name: _____
Title: _____

EXHIBIT "A"
Legal Description
Lands Of Fayette County Georgia
Parcels 0729-017 and 0726 014

A 20 FOOT SANITARY SEWER EASEMENT

ALL that tract or parcel of land lying and being in Land Lots 115 and 116 of the 7th Land District of Fayette County, Georgia, beginning at a point lying at the Southeastern corner of parcel 0726 017 now or formerly belonging to Fayette County, and the Southeastern corner of parcel 0726 014 now or formerly belonging to Royal Tate Holdings, LLC, said point being the TRUE POINT OF BEGINNING;

Thence South 33 degrees 59 minutes 48 seconds West, a distance of 13.45 feet;
Thence North 50 degrees 50 minutes 33 seconds West, a distance of 20.08 feet;
Thence North 33 degrees 59 minutes 48 seconds East, a distance of 10.62 feet;
Thence North 22 degrees 16 minutes 42 seconds East, a distance of 463.26 feet;
Thence South 67 degrees 43 minutes 18 seconds East, a distance of 20.00 feet;
Thence South 22 degrees 18 minutes 12 seconds West, a distance of 466.31 feet; to the TRUE POINT OF BEGINNING.

Said Parcel containing 9,487 square feet or 0.22 acres, more or less.

AND ALSO INCLUDING

A 30 FT. TEMPORARY CONSTRUCTION EASEMENT

ALL that tract or parcel consisting of land lying and being in Land Lots 115 and 116 of the 7th Land District of Fayette County, Georgia beginning at a point lying at lying at the Southeastern corner of parcel 0726 017 now or formerly belonging to Fayette County, and the Southeastern corner of parcel 0726 014 now or formerly belonging to Royal Tate Holdings, LLC, said point being the TRUE POINT OF BEGINNING;

Thence South 33 degrees 59 minutes 48 seconds West, a distance of 13.45 feet;
Thence North 50 degrees 50 minutes 33 seconds West, a distance of 30.12 feet;
Thence North 33 degrees 59 minutes 48 seconds East, a distance of 8.69 feet;
Thence North 22 degrees 16 minutes 42 seconds East, a distance of 472.23 feet;
Thence South 67 degrees 43 minutes 18 seconds East, a distance of 30.00 feet;
Thence South 22 degrees 18 minutes 12 seconds West, a distance of 476.31 feet; to the TRUE POINT OF BEGINNING.

Said Parcel containing 5,036 square feet or 0.11 acres, more or less

Said combined parcels containing 14,511 square feet or 0.33 acres, more or less.

**Form of Sale and Purchase Agreement
Exhibit "B"
Deed of Permanent Easement**

Return Recorded Document to:

STATE OF GEORGIA

COUNTY OF FAYETTE

Tax Parcel ID: 0726 017

DEED OF PERMANENT EASEMENT

THIS INDENTURE, made this ____ day of _____, 2023, between Fayette County, a political subdivision of the State of Georgia, as party or parties of the first part (hereinafter referred to as "GRANTOR"); and _____, as party or parties of the second part (hereinafter referred to as "GRANTEE"), (GRANTOR and GRANTEE to include their respective heirs, successors and assigns where the context requires or permits),.

WITNESS THAT: Grantor, for and in consideration of the sum of **TEN (\$10.00) DOLLARS** and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, alien, convey and confirm unto the said Grantee a permanent easement as follows:

A permanent easement lying in Land Lots 115 and 116 of the 7th District of Fayette County, Georgia, hereinafter referred to as "Easement", totaling 0.22 acres. Said Easement being more particularly described in Exhibit "A" attached hereto and hereby incorporated herein.

SAID EASEMENT SHALL be a perpetual, permanent non-exclusive easement extending indefinitely and irrevocably over, though, under and across the described property of GRANTOR, permitting GRANTEE, and its agents and employees, the right and privilege of

ingress and egress upon the lands described for the purpose of location, construction, maintenance, use, and installation of sewer improvements.

UPON TERMINATION OF CONSTRUCTION, grantee covenants that it will return or restore the surface of the permanent easement area to as near its original condition or its condition immediately prior to sewer improvement, as is practicable.

THIS INSTRUMENT SHALL be binding upon the heirs, successors and assigns of the GRANTOR herein, and shall inure to the benefit of the successors in interest of the GRANTEE herein.

IN WITNESS, WHEREOF, the GRANTOR has signed and sealed this Deed of Permanent Easement, the day and year first above written.

BOARD OF COMMISSIONERS
FAYETTE COUNTY

By:

Lee Hearn, Chairman

Signed, sealed and delivered
in the presence of:

Tameca P. Smith, County Clerk

(COUNTY SEAL)

Notary Public

(SEAL)

Exhibit "A"
20 FT. PERMANENT SANITARY SEWER EASEMENT
Tax Parcel I.D. 0726 017
Lands of Fayette County
Septic Line

ALL that tract or parcel of land lying and being in Land Lots 115 and 116 of the 7th Land District of Fayette County, Georgia, beginning at a point lying at the Southeastern corner of parcel 0726 017 now or formerly belonging to Fayette County, and the Southeastern corner of parcel 0726 014 now or formerly belonging to Royal Tate Holdings, LLC, said point being the TRUE POINT OF BEGINNING;

Thence South 33 degrees 59 minutes 48 seconds West, a distance of 13.45 feet;
Thence North 50 degrees 50 minutes 33 seconds West, a distance of 20.08 feet;
Thence North 33 degrees 59 minutes 48 seconds East, a distance of 10.62 feet;
Thence North 22 degrees 16 minutes 42 seconds East, a distance of 463.26 feet;
Thence South 67 degrees 43 minutes 18 seconds East, a distance of 20.00 feet;
Thence South 22 degrees 18 minutes 12 seconds West, a distance of 466.31 feet; to the TRUE POINT OF BEGINNING.

Said Parcel containing 9,487 square feet or 0.22 acres, more or less.

**Form of Sale and Purchase Agreement
Exhibit "C"
Deed of Temporary Easement**

Return Recorded Document to:

STATE OF GEORGIA

**TAX ID NUMBER
0726 017**

COUNTY OF FAYETTE

DEED OF TEMPORARY EASEMENT

THIS INDENTURE made this ____ day of _____, 2023, between Fayette County, a political subdivision of the State of Georgia, as party or parties of the first part (hereinafter referred to as "GRANTOR"); and _____, as party or parties of the second part (hereinafter referred to as "GRANTEE"), (GRANTOR and GRANTEE to include their respective heirs, successors and assigns where the context requires or permits).

WITNESS THAT: Grantor, for and in consideration of the sum of **TEN (\$10.00) DOLLARS** and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, alien, convey and confirm unto the said Grantee a temporary easement as follows:

A temporary easement lying in Land Lots 115 and 116 of the 7th District of Fayette County, Georgia, hereinafter referred to as "Easement", totaling 0.11 acres. Said Easement being more particularly described in Exhibit "A" attached hereto and hereby incorporated herein.

SAID EASEMENT SHALL RUN over, though, under and across the above-described property of GRANTOR permitting the GRANTEE, and its agents and employees, the right and privilege of ingress and egress upon the lands described for the purpose of location, construction, maintenance, use, and installation necessary to the a septic line project.

SAID EASEMENT SHALL TERMINATE upon completion of the of the construction of the septic line project or two (2) year from the date of execution of this instrument, whichever occurs first.

UPON TERMINATION OF CONSTRUCTION, grantor covenants that it will return or restore the herein described easement area to as near its original condition or its condition immediately prior to the construction of the septic line project , as is practicable.

THIS INSTRUMENT SHALL be binding upon the heirs, successors and assigns of the GRANTOR herein, and shall inure to the benefit of the successors in interest of the GRANTEE herein.

IN WITNESS, WHEREOF, the GRANTOR has signed and sealed this Deed of Temporary Easement, the day and year first above written.

BOARD OF COMMISSIONERS
FAYETTE COUNTY

By: _____
Lee Hearn, Chairman

Signed, sealed and delivered
in the presence of:

Tameca P. Smith, County Clerk

(COUTNY SEAL)

Notary Public

(SEAL)

Exhibit "A"
30 FT. TEMPORARY CONSTRUCTION EASEMENT
Tax Parcel I.D. 0726 017
Lands of Fayette County
Septic Line

ALL that tract or parcel consisting of land lying and being in Land Lots 115 and 116 of the 7th Land District of Fayette County, Georgia beginning at a point lying at lying at the Southeastern corner of parcel 0726 017 now or formerly belonging to Fayette County, and the Southeastern corner of parcel 0726 014 now or formerly belonging to Royal Tate Holdings, LLC, said point being the TRUE POINT OF BEGINNING;

Thence South 33 degrees 59 minutes 48 seconds West, a distance of 13.45 feet;
Thence North 50 degrees 50 minutes 33 seconds West, a distance of 30.12 feet;
Thence North 33 degrees 59 minutes 48 seconds East, a distance of 8.69 feet;
Thence North 22 degrees 16 minutes 42 seconds East, a distance of 472.23 feet;
Thence South 67 degrees 43 minutes 18 seconds East, a distance of 30.00 feet;
Thence South 22 degrees 18 minutes 12 seconds West, a distance of 476.31 feet; to the TRUE POINT OF BEGINNING.
Said Parcel containing 5,036 square feet or 0.11 acres, more or less

Part 3
BID PURCHASE FORM

Under oath, the undersigned, hereinafter “Bidder”, submits for consideration by Fayette County this offer to purchase the following Property:

ALL that tract or parcel of land lying and being in Land Lots 115 and 116 of the 7th Land District of Fayette County, Georgia, beginning at a point lying at the Southeastern corner of parcel 0726 017 now or formerly belonging to Fayette County, and the Southeastern corner of parcel 0726 014 now or formerly belonging to Royal Tate Holdings, LLC, said point being the TRUE POINT OF BEGINNING, Thence South 33 degrees 59 minutes 48 seconds West, a distance of 13.45 feet; Thence North 50 degrees 50 minutes 33 seconds West, a distance of 20.08 feet; Thence North 33 degrees 59 minutes 48 seconds East, a distance of 10.62 feet; Thence North 22 degrees 16 minutes 42 seconds East, a distance of 463.26 feet; Thence South 67 degrees 43 minutes 18 seconds East, a distance of 20.00 feet; Thence South 22 degrees 18 minutes 12 seconds West, a distance of 466.31 feet; to the TRUE POINT OF BEGINNING. Containing 9,487 square feet or 0.22 acres, more or less, and also including a 30 ft. temporary construction easement more particularly described as follows: ALL that tract or parcel consisting of land lying and being in Land Lots 115 and 116 of the 7th Land District of Fayette County, Georgia beginning at a point lying at the Southeastern corner of parcel 0726 017 now or formerly belonging to Fayette County, and the Southeastern corner of parcel 0726 014 now or formerly belonging to Royal Tate Holdings, LLC, said point being the TRUE POINT OF BEGINNING; Thence South 33 degrees 59 minutes 48 seconds West, a distance of 13.45 feet; Thence North 50 degrees 50 minutes 33 seconds West, a distance of 30.12 feet; Thence North 33 degrees 59 minutes 48 seconds East, a distance of 8.69 feet; Thence North 22 degrees 16 minutes 42 seconds East, a distance of 472.23 feet; Thence South 67 degrees 43 minutes 18 seconds East, a distance of 30.00 feet; Thence South 22 degrees 18 minutes 12 seconds West, a distance of 476.31 feet; to the TRUE POINT OF BEGINNING. Said Parcel containing 5,036 square feet or 0.11 acres, more or less. Combined parcels containing 14,511 square feet or 0.33 acres, more or less.

The Bidder hereby warrants and agrees that this Bid is made in accordance with all terms and conditions contained in the Invitation to Bid Package, and without connection with any other person making a Bid, and that this Bid is in all respects fair and lawful and is made in good faith and without collusion or fraud.

Bidder submits this Bid as an offer to purchase the Property, which is hereby given by the Bidder to Fayette County, to accept or reject pursuant to the terms of the Invitation to Bid, and if accepted by Fayette County, constitutes a binding contract for the sale and purchase of the Property with the terms and conditions more fully described in the Sell and Purchase Agreement.

Attached hereto as Earnest Money is a certified or cashier's check made payable to the order of "Fayette County" in the amount of five per cent (5%) of the amount of this Bid. The Successful Bidder agrees, that in case of failure on its part to meet any of the terms or conditions in the Invitation to Bid Package, including the requirement to execute and return duplicate originals of the Sell and Purchase Agreements within ten (10) calendar days from the date of service of written notice of Fayette County's acceptance, the Earnest Money shall be retained by Fayette County as liquidated damages and not as a penalty.

Having carefully examined the terms of the Invitation to Bid Package and the Property, Bidder hereby offers to purchase the Property for:

BID AMOUNT IN NUMBERS: \$ _____

BID AMOUNT IN WORDS: \$ _____

If this Bid is accepted and the Sell and Purchase Agreement is entered into then the Deed shall be executed, conveying the Property to the Bidder(s) identified below:

Legal Name of Bidder: _____

Bidder is a(n): Individual Partnership LLP LLC
 Corporation Agent

Bidder's Street Address: _____

Bidder's Mailing Address: _____

Contact Person: _____

Contact Phone & E-mail: _____

(If this Bid is being submitted by more than one individual or entity, attach additional sheets providing the above listed information for each individual or entity submitting this Bid, and have each individual or entity execute the Purchase Bid Form on the signature lines below, attaching additional signature lines as needed.)

Executed this _____ day of _____, 20__.

Signed, sealed and delivered,
as to Bidder, in our presence:

BIDDER

By: _____

Unofficial Witness

Attest: _____
Corporations only

Notary Public
My Commission Expires: _____

(SEAL)

(CORPORATE SEAL)

Part 4

BEST AND FINAL BID FORM

Under oath, the undersigned, hereinafter "Bidder", submits for consideration by Fayette County this offer to purchase the following Property:

ALL that tract or parcel of land lying and being in Land Lots 115 and 116 of the 7th Land District of Fayette County, Georgia, beginning at a point lying at the Southeastern corner of parcel 0726 017 now or formerly belonging to Fayette County, and the Southeastern corner of parcel 0726 014 now or formerly belonging to Royal Tate Holdings, LLC, said point being the TRUE POINT OF BEGINNING, Thence South 33 degrees 59 minutes 48 seconds West, a distance of 13.45 feet; Thence North 50 degrees 50 minutes 33 seconds West, a distance of 20.08 feet; Thence North 33 degrees 59 minutes 48 seconds East, a distance of 10.62 feet; Thence North 22 degrees 16 minutes 42 seconds East, a distance of 463.26 feet; Thence South 67 degrees 43 minutes 18 seconds East, a distance of 20.00 feet; Thence South 22 degrees 18 minutes 12 seconds West, a distance of 466.31 feet; to the TRUE POINT OF BEGINNING. Containing 9,487 square feet or 0.22 acres, more or less, and also including a 30 ft. temporary construction easement more particularly described as follows: ALL that tract or parcel consisting of land lying and being in Land Lots 115 and 116 of the 7th Land District of Fayette County, Georgia beginning at a point lying at the Southeastern corner of parcel 0726 017 now or formerly belonging to Fayette County, and the Southeastern corner of parcel 0726 014 now or formerly belonging to Royal Tate Holdings, LLC, said point being the TRUE POINT OF BEGINNING; Thence South 33 degrees 59 minutes 48 seconds West, a distance of 13.45 feet; Thence North 50 degrees 50 minutes 33 seconds West, a distance of 30.12 feet; Thence North 33 degrees 59 minutes 48 seconds East, a distance of 8.69 feet; Thence North 22 degrees 16 minutes 42 seconds East, a distance of 472.23 feet; Thence South 67 degrees 43 minutes 18 seconds East, a distance of 30.00 feet; Thence South 22 degrees 18 minutes 12 seconds West, a distance of 476.31 feet; to the TRUE POINT OF BEGINNING. Said Parcel containing 5,036 square feet or 0.11 acres, more or less Combined parcels containing 14,511 square feet or 0.33 acres, more or less.

The Bidder hereby warrants and agrees that this Best and Final Bid is made in accordance with all terms and conditions contained in the Invitation to Bid Package, and without connection with any other person making a Bid, and that this Bid is in all respects fair and lawful and is made in good faith and without collusion or fraud.

Bidder submits this Best and Final Bid as an offer to purchase the Property, which is hereby given by the Bidder to Fayette County, to accept or reject pursuant to the terms of the Invitation to Bid, and if accepted by Fayette County, constitutes a binding contract for the sale and purchase of the Property with the terms and conditions more fully described in the Sell and Purchase Agreement.

Attached hereto as Additional Earnest Money is a certified or cashier's check made payable to the order of "Fayette County" which Additional Earnest Money when combined with the Earnest Money submitted in the Initial Bid shall equal five per cent (5%) of the amount of this Best and Final Bid. The Successful Bidder agrees, that in case of failure on its part to meet any of the terms or conditions in the Invitation to Bid Package, including the requirement to execute and return of duplicate originals of the Sell and Purchase Agreements within ten (10) calendar days from the date of service of written notice of Fayette County's acceptance, the Earnest Money shall be retained by the Fayette County as liquidated damages and not as a penalty.

Having carefully examined the terms of the Invitation to Bid Package and the Property, Bidder hereby offers to purchase the Property for:

BID AMOUNT IN NUMBERS: \$ _____

BID AMOUNT IN WORDS: _____

If this Bid is accepted and the Sell and Purchase Agreement is entered into then the Deed shall be executed, conveying the Property to the Bidder(s) identified below:

Legal Name of Bidder: _____

Bidder is a(n): Individual Partnership LLP LLC
 Corporation Agent

Bidder's Street Address: _____

Bidder's Mailing Address: _____

Contact Person: _____

Contact Phone & E-mail: _____

(If this Bid is being submitted by more than one individual or entity, attach additional sheets providing the above listed information for each individual or entity submitting this Bid, and have each individual or entity execute the Purchase Bid Form on the signature lines below, attaching additional signature lines as needed.)

Executed this _____ day of _____, 20__.

Signed, sealed and delivered,
as to Bidder, in our presence:

BIDDER

By: _____

Unofficial Witness

Attest: _____
Corporations only

Notary Public
My Commission Expires: _____

(SEAL)

(CORPORATE SEAL)

LEGAL NOTICE INVITATION TO BID
 SALE OF PROPERTY LOCATED IN THE TOWN OF TYRONE,
 TYRONE, GA 30291
 FAYETTE COUNTY

Fayette County is requesting bids from interested parties for the purchase of County property located in the Town of Tyrone, and identified as a 20 ft. sanitary sewer easement and a 30 ft temporary construction easement more particularly described as follows:

ALL that tract or parcel of land lying and being in Land Lots 115 and 116 of the 7th Land District of Fayette County, Georgia, beginning at a point lying at the Southeastern corner of parcel 0726 017 now or formerly belonging to Fayette County, and the Southeastern corner of parcel 0726 014 now or formerly belonging to Royal Tale Holdings, LLC, said point being the TRUE POINT OF BEGINNING, Thence South 33 degrees 59 minutes 48 seconds West, a distance of 13.45 feet; Thence North 50 degrees 50 minutes 33 seconds West, a distance of 20.08 feet; Thence North 33 degrees 59 minutes 48 seconds East, a distance of 10.62 feet; Thence North 22 degrees 16 minutes 42 seconds East, a distance of 463.26 feet; Thence South 67 degrees 43 minutes 18 seconds East, a distance of 20.00 feet; Thence South 22 degrees 18 minutes 12 seconds West, a distance of 466.31 feet; to the TRUE POINT OF BEGINNING. Containing 9,487 square feet or 0.22 acres, more or less, and also including a 30 ft. temporary construction easement more particularly described as follows: ALL that tract or parcel consisting of land lying and being in Land Lots 115 and 116 of the 7th Land District of Fayette County, Georgia beginning at a point lying at the Southeastern corner of parcel 0726 017 now or formerly belonging to Fayette County, and the Southeastern corner of parcel 0726 014 now or formerly belonging to Royal Tale Holdings, LLC, said point being the TRUE POINT OF BEGINNING; Thence South 33 degrees 59 minutes 48 seconds West, a distance of 13.45 feet; Thence North 50 degrees 50 minutes 33 seconds West, a distance of 30.12 feet; Thence North 33 degrees 59 minutes 48 seconds East, a distance of 8.69 feet; Thence North 22 degrees 16 minutes 42 seconds East, a distance of 472.23 feet; Thence South 67 degrees 43 minutes 18 seconds East, a distance of 30.00 feet; Thence South 22 degrees 18 minutes 12 seconds West, a distance of 476.31 feet; to the TRUE POINT OF BEGINNING. Said Parcel containing 5,036 square feet or 0.11 acres, more or less Combined parcels containing 14,511 square feet or 0.33 acres, more or less.

Said parcel is a portion of Parcel 0726 017 on the Official Tax Maps of Fayette County, GA. Sealed bids will be received by Fayette County at Suite 100 of the County Administration Building located at 140 Stonewall Avenue West in Fayetteville, Georgia until 2:00 PM (EDT) on April 13, 2023. At 2:00 on April 13, 2023 all bids shall be opened by the County Attorney in the County Administrator's Conference Room, 140 Stonewall Avenue West in Fayetteville, Georgia Bid blanks and other materials may be obtained by email from E. Allison Ivey Cox, Assistant County Attorney, addressed to eacoxatty@gmail.com (Subject of email to read: SALE OF SEWER EASEMENT) or picked up from the County Administration Building located at 140 Stonewall Avenue West in Fayetteville, Georgia in Suite 100. Fayette County reserves the right to accept or reject any and all bids and all property sales are made subject to any easements, covenants, conditions and/or restrictions of record.

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to approve an agreement for use of Fayetteville First Baptist Church Parking for overflow during county elections (201AE - Elections - old Fire Station #4).

Background/History/Details:

In anticipation of average to high turnouts for county election the county has been in discussions with Fayetteville First Baptist Church to use the church parking lot south of Johnson Ave adjacent to the new elections facility. In return for use, the county has agreed to;

a. provide improvements to the easternmost Church property by providing a permanent driveway from the southeastern corner of the aforementioned Church Property to Johnson Avenue 2.

b. walkway constructed by the County near the newly constructed driveway to the Church property, across Johnson Avenue 2 and terminating at the building on Elections' property.

The agreement shall be in effect for ten (10) years. Thereafter, either party may terminate the agreement by providing a 30-day notice of intention to terminate.

What action are you seeking from the Board of Commissioners?

Approval of an agreement for use of Fayetteville First Baptist Church Parking for overflow during county elections (201AE - Elections - old Fire Station #4).

If this item requires funding, please describe:

No funding required

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

COUNTY OF FAYETTE

STATE OF GEORGIA

PARKING AGREEMENT

THIS PARKING AGREEMENT, hereinafter the “Agreement,” is entered into this ____ day of _____, 2023, by and between the Fayetteville First Baptist Church, Inc., acting by and through its Board of Deacons, hereinafter the “Church,” and Fayette County, Georgia, a political subdivision of the state of Georgia, acting by and through its Board of Commissioners, hereinafter the “County,” for the purpose of providing certain upgrades to an additional parking facility and to share the use of said parking facility.

W I T N E S S E T H:

WHEREAS, the Church owns real property on Johnson Avenue in the city of Fayetteville adjacent to real property owned by the County, the “Church Property,” or the “Church Properties,” as the context requires; and

WHEREAS, the Board of Deacons of the Church is the duly recognized governing authority of the Church; and

WHEREAS, the Church has constructed parking lots on the Church Properties; and

WHEREAS, the Board of Commissioners is the duly elected governing authority of the County; and

WHEREAS, the Church and the County desire to enter into an agreement for the County to provide certain upgrades to the Church Property and for the Church to provide parking for residents of the County who are casting ballots during elections.

NOW, THEREFORE, for and in consideration of the mutual premises contained herein and for other good and valuable consideration, the receipt and acceptance of which are hereby acknowledged by the Church and the County, the Church and the County agree as follows:

1.

The Church Property with Tax Parcel I.D. No. 052302046 is an approximate 0.3-acre tract owned by the Church and fronts on Johnson Avenue in the city of Fayetteville. The Church Property with Tax Parcel I.D. No. 052302025 is an approximate 1.0-acre tract owned by the Church and fronts on Johnson Avenue in the city of Fayetteville. Both of the Church Properties are improved with parking lots.

2.

The Church Properties are immediately west of property owned by the County. Immediately to the east of the Church Property with Tax Parcel I.D. No. 052302025 is an approximate 0.25-acre of rectangular property with Tax Parcel I.D. No. 052302026, the “County Property.” Immediately to the east of the County Property is an improved way that, for the purposes of this Agreement, will be referred to as “Johnson Avenue 2.”

3.

Immediately to the east of Johnson Avenue 2 is an approximate 2.75-acre parcel, hereinafter, the “Elections Property,” which has the same Tax Parcel I.D. No. as the County Property. The Elections Property is improved with a building and attendant infrastructure. The County is further improving the Elections Property for the Board of Elections to relocate therein.

4.

During the course of any given year, the Board of Elections conducts elections on behalf of the cities within Fayette County, the County, the State Government, and the Federal

Government. During election cycles there is a critical need for citizens of Fayette County to park in order to cast their ballots. The parking facilities on the Elections Property are insufficient to provide adequate parking during election cycles. The Church Properties afford a solution to the parking needs of the County during these election cycles.

5.

The Church hereby provides permission to the County for the County to allow Fayette County residents to utilize the Church Properties for parking during election cycles. The County agrees to provide certain improvements to the easternmost Church Property by providing a permanent driveway from the southeastern corner of the aforementioned Church Property to Johnson Avenue 2 as depicted in Exhibit "A" attached hereto, with said Exhibit "A" being incorporated herein by this reference.

6.

To the extent that the Church and the County require the use of the parking lots at the same time on the same date, the Church and the County agree that a minimum of one-third of the parking spaces located on the Church Properties will be made available to the County for use during an election cycle and the Church will utilize the remaining two-thirds for its purposes.

7.

Reference is made to Exhibit "A" for the walkway which will be constructed by the County at a point near the newly constructed driveway to the Church Property, across Johnson Avenue 2 and terminating at or near the building on the Elections Property. The walkway is depicted by the two parallel blue lines from the southeastern corner of the easternmost Church Property, crossing Johnson Avenue 2 and traversing the Elections Property accordingly.

8.

The Church will continue to maintain the Church Properties in the same manner as it has maintained the Church Properties over the years. While the County will construct the new driveway as depicted in Exhibit "A" the County will have no future responsibility to maintain any portion of the Church Properties.

9.

The Church and the County agree that this Agreement shall be in effect for a period of ten (10) years from the date the final authorization is received by the parties to enter into this Agreement. Thereafter, either party may terminate this Agreement by providing 30-days' written notice of its intention to terminate. Should neither party decide to terminate this Agreement, this Agreement shall stand renewed automatically for a period of one (1) year. Renewals of one (1) year thereafter shall occur automatically unless either party provides 30-days' written notice of termination. Notices shall be deemed received the date of the postmark if placed in the U.S. Mail with adequate postage affixed thereon and addressed as follows:

To the Church:

Property and Space Committee
Fayetteville First Baptist Church
205 East Stonewall Avenue
Fayetteville, Georgia 30214

To the County:

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

10.

The validity, interpretation, and performance of this Agreement with each of the obligations and duties set forth herein shall be governed by the laws of the State of Georgia.

11.

This Agreement constitutes the full and complete agreement between the Church and the County with respect to the subject matter contained herein. All promises, representations, terms,

conditions, agreements, or other understandings related to the subjects addressed in this Agreement are set forth in this document.

12.

This Agreement constitutes the complete understanding between the parties in this matter. All previous agreements in conflict with this Agreement are hereby repealed. No other agreement, statement or promise relating to the subject matter of this Agreement that is not contained herein shall be valid or binding unless in writing and signed by the parties.

13.

If any portion of this Agreement is found to be unenforceable, the remainder of this Agreement shall continue in full force and effect and bind the parties hereto.

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

BOARD OF COMMISSIONERS
OF FAYETTE COUNTY, GEORGIA

(SEAL)

By: _____
LEE HEARN, Chairman

ATTEST:

Tameca P. Smith, County Clerk

Approved as to form:

County Attorney

FAYETTEVILLE FIRST BAPTIST
CHURCH, INC

(SEAL)

By: _____
Dr. Jim Thomas, Senior Pastor

ATTEST: _____
Claire Daugherty,
Church Clerk

FAYETTEVILLE FIRST BAPTIST
CHURCH, INC

(SEAL)

By: _____
Name: _____
Chairman of the Property and Space
Committee and Member of Church
Council

ATTEST: _____
Claire Daugherty,
Church Clerk

Exhibit “A”
Required Permanent Easement
Tax Parcel I.D. 052302025
Lands Of
Fayetteville First Baptist Church, Inc

ALL THAT TRACT OR PARCEL OF LAND IN LAND LOT 123 OF THE 5 TH DISTRICT OF FAYETTE COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT WHERE THE CENTERLINE OF LEE STREET AND THE SOUTH RIGHT-OF-WAY OF JOHNSON AVENUE INTERSECT: THENCE RUNNING S 89 37 32 E A DISTANCE OF 420.24' ALONG SAID RIGHT-OF-WAY TO A POINT: THENCE LEAVING SAID RIGHT-OF-WAY AND RUNNING S 01 08 17 W A DISTANCE OF 254.35 TO THE TRUE POINT OF BEGINNING;

THENCE RUNNING S 01 08 17 W A DISTANCE OF 87.90' TO A POINT;

THENCE RUNNING S 87 05 24 W A DISTANCE OF 20.04' TO A POINT;

THENCE RUNNING N 01 08 17 E A DISTANCE OF 89.29' TO A POINT;

THENCE RUNNING S 88 51 43 E A DISTANCE OF 20.00' TO THE TRUE POINT OF BEGINNING.

**Return Recorded Document to:
McNally, Fox, Grant & Davenport, P.C.
100 Habersham Drive
Fayetteville, Georgia 30214**

STATE OF GEORGIA

TAX ID NUMBER

COUNTY OF FAYETTE

052302025

DEED OF PERMANENT EASEMENT

THIS INDENTURE, made this ____ day of _____, 2023, between Fayetteville First Baptist Church, Inc., as party of the first part, hereinafter referred to as “GRANTOR”, being the property owner of certain land in the Fayette County (Deed Book 3919 Page 350 in the Deed Records of Fayette County); and FAYETTE COUNTY, a political subdivision of the State of Georgia, as party of the second part, hereinafter referred to as “GRANTEE” (GRANTOR and GRANTEE to include their respective heirs, successors and assigns where the context requires or permits).

WITNESS THAT: Grantor, for and in consideration of the sum of **TEN (\$10.00) DOLLARS** and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, alien, convey and confirm unto the said Grantee a permanent easement as follows:

A permanent easement lying and being in Land Lot 123 of the 5th District of Fayette County, Georgia, hereinafter referred to as “Easement”. Said Easement being more particularly described in Exhibit “A”, attached hereto and hereby incorporated herein, and administered in accordance with the Agreement attached hereto as Exhibit “B” hereby incorporated herein.

SAID EASEMENT SHALL be a perpetual, permanent non-exclusive easement extending indefinitely and irrevocably over, through, under and across the described property of GRANTOR, permitting GRANTEE, and its agents and employees, the right and privilege of parking, ingress and egress upon the lands described in Exhibit “A” and in accordance with that agreement attached hereto as Exhibit “B”, hereby incorporated herein.

THIS INSTRUMENT SHALL be binding upon the heirs, successors and assigns of the GRANTOR herein, and shall inure to the benefit of the successors in interest of the GRANTEE herein.

IN WITNESS, WHEREOF, the GRANTOR has signed and sealed this Deed of Permanent Easement, the day and year first above written.

FAYETTEVILLE FIRST BAPTIST
CHURCH, INC

By: _____
Dr. Jim Thomas, Senior Pastor

Signed, sealed and delivered
in the presence of:

Clair Daugherty, Church Clerk
and Witness

(CHURCH SEAL)

Notary Public

(NOTARY SEAL)

FAYETTEVILLE FIRST BAPTIST
CHURCH, INC

By: _____
Name: _____
Chairman of the Property and Space
Committee and Member of Church
Council

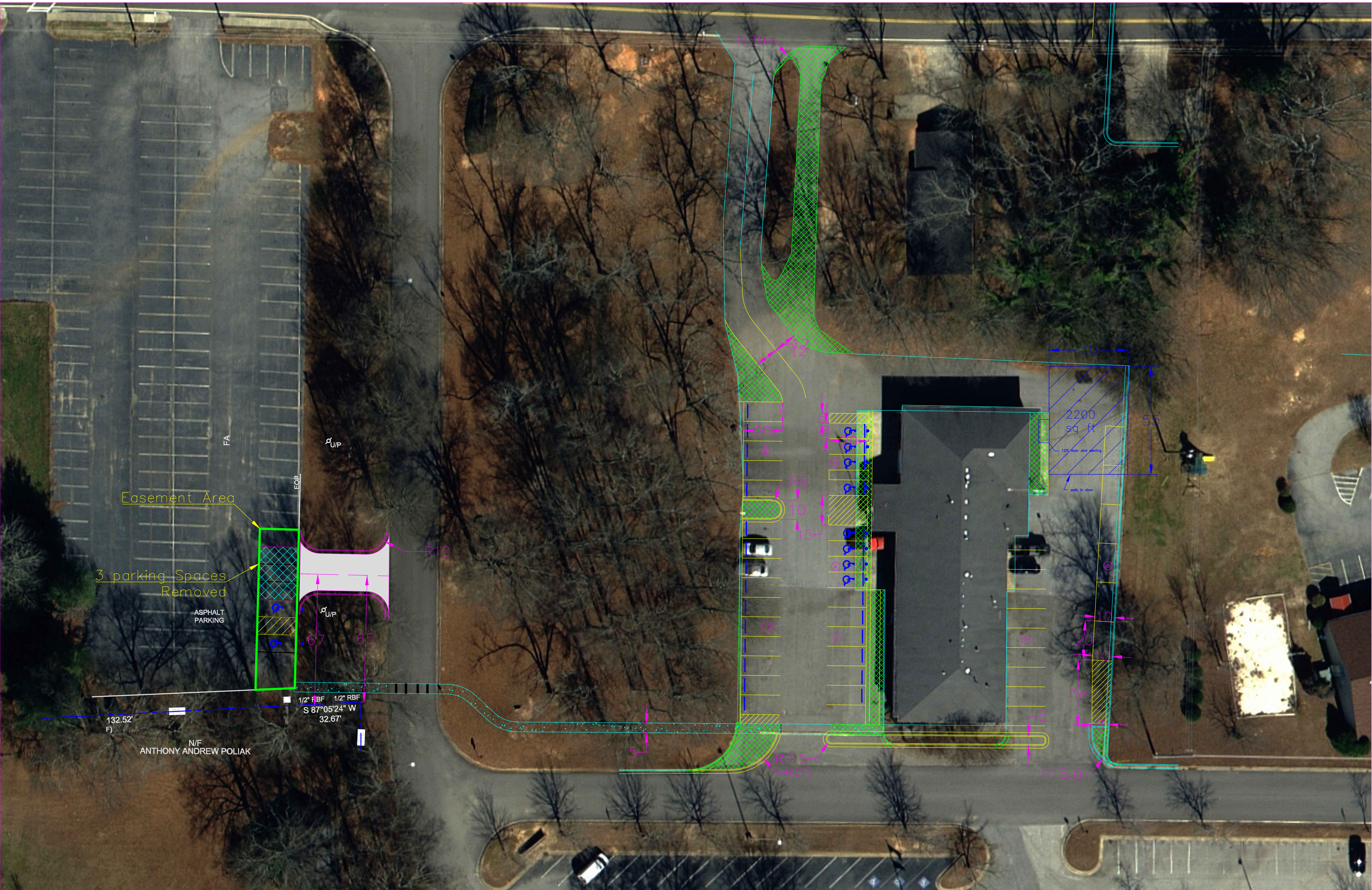
Signed, sealed and delivered
in the presence of:

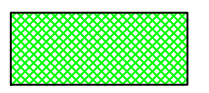
Clair Daugherty, Church Clerk
and Witness

(CHURCH SEAL)

Notary Public

(NOTARY SEAL)



DEMO 


1 inch = 20'



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: Sherry White 

Date: February 2, 2023

**Subject: Contract #2018-P: Public Works Engineer of Record
Task Order 11: Tyrone Road @ Flat Creek Trail Intersection Improvements**

Fayette County entered into an Engineer of Record contract with Pond & Company to provided various engineering services for Public Works. Fayette County is seeking services to evaluate the intersection of Tyrone Road at Flat Creek Trail for intersection improvements. This project will consist of a traffic engineering report and concept layout to show the proposed alternative determined as part of the traffic evaluation.

Task 1 Base Data Coordination	\$40,301.00 ✓
Task 2 Traffic Analysis	\$10,150.00 ✓
Task 3 Concept Layout	\$25,850.00 ✓
Task Order Total Amount	\$76,301.00

Specifics of the proposed Task Order are as follows:

Contract Name	#2018-P: Public Works Engineer of Record
Task Order	#11:Tyrone Rd @Flat Creek Trl Intersection Improvements
Contractor	Pond & Company
Task Order Amount	\$76,301.00

Budget:

Fund	322	2017 SPLOST
Org Code	32240220	ROAD SPLOST
Object	541210	ROW Acquisition
Project	21TAB	Tyrone Road
Available	\$2,198,471.58 As of 2/2/2023	

Approved by:  _____ Date: 2/3/23

Placed on Administrator's Report? Yes No

Placed on Agenda Dated: _____

3500 Parkway Lane, Suite 500
Peachtree Corners, Georgia 30092

T: 678.336.7740 | F: 678.336.7744
www.pondco.com

January 8, 2023

Opportunity No. 2022140672

Mr. Phil Mallon, PE
County Engineer
Fayette County Public Works
140 Stonewall Avenue – West
Fayetteville, Georgia 30214
Phone: 770.320.6009
pmallon@fayettecountyga.gov

Re: ***Tyrone Road at Flat Creek Trail Intersection Improvements
County PN 21TAB
Task Order 11
Fayette County, Georgia***

Pond & Company (Pond) is pleased to submit this proposal for transportation engineering services for the above project. The paragraphs below describe the professional services and fees to accomplish this work.

PROJECT UNDERSTANDING:

As part of the Fayette County Engineer of Record contract, Fayette County is seeking services to evaluate the intersection of Tyrone Road at Flat Creek Trail for intersection improvements. It is our understanding that a previous traffic study was completed in 2019 by Croy Engineering. This project will consist of a traffic engineering report and concept layout to show the proposed alternative determined as part of the traffic evaluation.

PROFESSIONAL SERVICES:

The work in this proposal will consist of traffic analysis and developing a concept layout, if requested. Pond, along with our subconsultants (if applicable), will provide the design services necessary in completing the tasks as described herein for Fayette County.

Scope of Work

Task 1: Base Data Coordination

Task 1A. Survey – Survey services will be performed by a sub-consultant, Acurra, and provided to Pond. Limits include approximately 500' along the centerline of each leg Tyrone Road, as well as 500' along the centerline of each leg of Flat Creek Trail. This will include all ground utilities, topographic features, buildings, etc.

Task 2A. Environmental Services – Pond environmental services team will perform a screening for known/readily observable natural resources (i.e., waters and protected species) and cultural resources (i.e. archaeological and historical). The screening will include a “drive-by” verification of desktop findings and a summary report of findings. At this time, Pond is not aware of any specific environmental constraints and does not anticipate the need for any specific environmental permitting.

Task 1B. Phase I Environmental Site Assessment (ESA) - Pond will conduct a Phase I ESA for the gas station parcel located on the north side of Tyrone Road to the east of Flat Creek Trail. The Phase I ESA will include a site visit, data records search, and a Phase I ESA report. The Phase I ESA will identify any known Records of Environmental Concern and may recommend additional investigations, if needed.

Deliverables for (Task 1)

- Environmental Screening Report

Task 2: Traffic Analysis

Task 2A. Traffic Data Collection – All traffic data collection for this intersection will be performed under a separate task order and used for the traffic analysis.

Task 2B. Traffic Analysis – Pond will analyze the traffic at the intersection of Tyrone Road at Flat Creek Trail. To properly account for the impacts of COVID-19 pandemic, adjustment factors will be developed based on historical count data and applied to the collected traffic volume data so it may be used in analysis.

A review of crash history will be completed utilizing GDOT's GEARS and Numetric databases. Capacity analysis will be performed for each intersection using Synchro Software. This analysis will be performed for the AM and PM peak hours of the existing year, opening year, and design year. Analysis of the opening and design years will include a build and no-build condition. An abbreviated version of the Georgia Department of Transportation's (GDOT) Intersection Control Evaluation (ICE) tool will be utilized to determine the potential improvements at locations with insufficient LOS. These alternatives will then be analyzed to determine what improvements and alternatives are necessary to obtain acceptable operations.

A signal warrant analysis and evaluation will be completed for the intersection of Tyrone Road at Flat Creek Trail. Intersection alternatives included in the GDOT ICE evaluation will also include a roundabout, as well as other potential intersection and control alternatives. A Concept Layout will be prepared for the highest-ranked alternative (Task 3).

Task 2C. Traffic Engineering Report – Pond will document the analysis results and recommendations in a Traffic Engineering Report.

- Pond will submit the TE Report to Fayette County for comment/approval. This task includes one meeting with the county to discuss the plans. We will respond to (1) round of comments and incorporate appropriate comments into the report.

Deliverables for (Task 2)

- TE Report
- Topographic Survey Files (.DGN Format)

Task 3: Concept Layout

Task 3A. Base Mapping Setup – Pond will topographic survey (completed as part of Task 1) and aerial imagery to prepare the base mapping. This information will be overlaid on high-resolution aerial imagery.

Task 3B. Concept Layout – Pond will prepare a concept layout to show the general improvement geometrics of the preferred alternative (identified during Task 1) on available GIS data and aerial imagery (Task 2A). The concept layout will indicate the proposed improvements and potential impacts, including estimated property/right-of-way, utilities, etc.

Task 3C. Cost Estimate – Pond will prepare a concept-level cost estimate for the concept layout, including right-of-way/property costs.

Task 3D. Fayette County Review – Pond will submit the concept layout to Fayette County for comment/approval. This task includes (1) meeting with the county to discuss the plans. We will respond to (1) round of comments and incorporate appropriate comments into the plans.

Deliverables (Task 3)

- Concept Layout (Preferred Alternative)
- Cost Estimate (Preferred Alternative)

Schedule

Pond has estimated that the tasks above can be completed within (3) months from approved notice to proceed with this phase and completion survey services. Please note that these time frames are dependent on review times.

ASSUMPTIONS:

The TE Report and concept layout will be prepared as a locally funded project.

Services or tasks not specifically outlined above are excluded and would be considered additional services. Services not included in the scope:

- Preliminary and Final Design
- Additional Concept Alternative
- GDOT Forecasting and Methodology Process
- Traffic Analysis (Beyond Task 1)
- Right-of-Way Plans
- GDOT Plan Development Process (PDP)
- Staging Plans
- Subsurface Utility Engineering (SUE) Services
- Right-of-Way Plans
- Landscape/Hardscape Plans
- GDOT Concept Report
- Additional Meetings
- MS4 Analysis/Documentation
- Erosion Control Plans/Inspection
- Utility Coordination
- Public Involvement

PROFESSIONAL FEES:

Pond proposes to accomplish *Task 1* through *Task 3* for a not to exceed total fee of \$76,301. Total fee is inclusive of labor, expenses, and direct costs.

If this fee and scope is acceptable, Pond & Company is available to begin work immediately. If you have any questions or would like us to discuss/modify the scope, please contact myself or Zach Puckett, who will serve as the Project Manager. If you need any additional information, please feel free to contact me at (678) 336-7740.

Sincerely,

POND & COMPANY



Richard Fangmann, PE, PTOE
Vice-President

Cc: Zach Puckett, PE

Fayette County

Tyrone Road at Flat Creek Trail Intersection Improvements Project Length 0 miles

SUMMARY BY PHASE

COST AMOUNT OF CONTRACT PROPOSAL

1/8/2023

	PHASE AMOUNTS
Phase 1 Base Data Coordination	\$ 40,301.00
Phase 2 Traffic Analysis	\$ 10,150.00
Phase 3 Concept Layout	\$ 25,850.00
TOTAL DESIGN COST FOR ALL SEGMENTS	\$ 76,301.00