

BOARD OF COUNTY COMMISSIONERS

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



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 10, 2025
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.

OFFICIAL SESSION:

Call to Order
Invocation and Pledge of Allegiance by Chairman Lee Hearn
Acceptance of Agenda

PROCLAMATION/RECOGNITION:

1. Proclamation to recognize April as Safe Digging Month in Fayette County. (pages 3-4)

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:

2. Approval of 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 Town of Woolsey in 2025. (pages 5-8)
3. Approval of the March 27, 2025, Board of Commissioners Meeting Minutes. (pages 9-15)

OLD BUSINESS

NEW BUSINESS:

4. Request to close McCurry Park North on November 8, 2025, from 7:00 a.m. to 12:00 p.m. for the TJ Thomas Jefferson Foundation 5K to raise awareness regarding Prostrate Cancer and raise funds for their foundation to continue servicing the communities of Fayette and Coweta. (pages 16-36)

5. Request to enter into intergovernmental agreement with the City of Fayetteville for a permanent easement and connection into City sanitary sewer lines for the Multi-Use Recreation Center project. (pages 37-45)
6. Request to award Contract #2018-P, Task Order #51 to Pond & Company for a Not to Exceed (NTE) amount of \$228,907.00 for full design and engineering of Phase II Building and site plans for the Animal Shelter (R23AF). (pages 46-58)

ADMINISTRATOR'S REPORTS:

A: Contract #2468-B: Brooks Baseball Fields #1 and #3 Fencing (pages 59-60)

B: Contract #2491-A: FY25 Roadside Tree Pruning (pages 61-63)

C: Contract #2502-A: FY25 Crack Sealing Project (pages 64-65)

D: Contract #2504-S Starr's Mill School Tunnel CEI Services (pages 66-73)

ATTORNEY'S REPORTS:

COMMISSIONERS' REPORTS:

EXECUTIVE SESSION:

ADJOURNMENT:

COUNTY AGENDA REQUEST

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Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Proclamation to recognize April as Safe Digging Month in Fayette County.

Background/History/Details:

Every year Fayette County partners with the Fayette County Utility Coordination Committee, Georgia 811 and the Public Service Commission to encourage residents to contact 811, three days prior to digging, to protect underground utilities.

What action are you seeking from the Board of Commissioners?

Proclamation to recognize April as Safe Digging Month in Fayette County.

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:

FAYETTE COUNTY, GEORGIA

SAFE DIGGING MONTH

Proclamation

WHEREAS, Thousands of times each year, the underground infrastructure in Georgia is damaged by those who do not have underground lines located prior to digging, resulting in service interruption, environmental damage and threat to public safety; and

WHEREAS, In 2005, the Federal Communications Commission designated 811 to provide contractors and homeowners a simple number to contact utility operators to request the location of underground lines at the intended dig site; and

WHEREAS, The Fayette County Utility Coordinating Committee, a stakeholder-driven organization dedicated to the prevention of damage to underground utilities in Georgia, promotes the National 811 Notification System in an effort to reduce these damages; and

WHEREAS, Damage prevention is a shared responsibility; by using safe digging practices, the contractors and homeowners of Fayette County can save time, money and help keep our infrastructure safe and connected.

NOW THEREFORE, the Fayette County Board of Commissioners do hereby proclaim the month of April 2020, as **SAFE DIGGING MONTH** in Fayette County; and encourage contractors and homeowners throughout Fayette County to always call 811 before digging. *Safe digging is no accident!*

So, proclaimed this 10th day of April 2025,

Lee Hearn, Chairman

COUNTY AGENDA REQUEST

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Department: Elections Office

Presenter(s): Brianna Garrett, Director

Meeting Date: Thursday, April 10, 2025

Type of Request: Consent #2

Wording for the Agenda:

Approval of 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 Town of Woolsey in 2025.

Background/History/Details:

The Town of Woolsey, along with all Fayette County municipalities, will hold elections for its offices in November 2025. Historically, Fayette County, the municipalities, and the Board of Elections have entered into an Intergovernmental Agreements (IGAs) authorizing the Board of Elections to serve as the Superintendent of Elections. This agreement has been reviewed by County Attorney Patrick Stough.

The Town of Woolsey and the Fayette County Board of Elections have reviewed and approved the proposed IGA. Fayette County Board of Elections will serve as the superintendent for candidate qualifying as well as provide manpower, transportation, and supplies to conduct the election. The county will cover election-related expenses as outlined in the IGA. The Town of Woolsey has indemnified the county against liability or legal expenses.

What action are you seeking from the Board of Commissioners?

Approval of 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 Town of Woolsey in 2025.

If this item requires funding, please describe:

Pursuant to the Intergovernmental Agreement, all funds expended for this election will be covered by the county.

Has this request been considered within the past two years? Yes

If so, when?

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

Backup Provided with Request? Yes

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

Approved by Finance Yes

Reviewed by Legal

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

Municipal elections will be held on Tuesday, November 4, 2025, with Early Voting beginning Monday, October 13 through Friday, October 31, 2025. The last day for a person to register and be eligible to vote in the November election is October 6, 2025.

STATE OF GEORGIA
COUNTY OF FAYETTE

INTERGOVERNMENTAL AGREEMENT FOR CONDUCTING MUNICIPAL ELECTION

This Agreement entered this 10th day of March, 2025 between the CITY OF WOOLSEY, a municipal corporation lying wholly or partially within Fayette County, Georgia, hereinafter referred to as "The City" and Fayette County, Georgia, a political subdivision of the State of Georgia hereinafter referred to as "The County".

WITNESSETH:

WHEREAS the City in the performance of its governmental functions will hold the Election hereinafter described; and,

WHEREAS, under the provisions of the Georgia Election Code, particularly O.C.G.A.

§21-2-45 of the Official Code of Georgia Annotated, the city may, by ordinance, authorize the County to conduct such election and the City has heretofore adopted such an ordinance; and WHEREAS, the County has staff and equipment to conduct such election; and WHEREAS,

the County desires to assist said City in the conduct of its municipal Election.

NOW THEREFORE, for and in consideration of the premises contained herein, it is hereby agreed as follows:

1.

This Agreement shall govern the conduct of the City of Woolsey municipal election to be held and any and all run-offs which may be necessary and any special elections occurring through December 31, 2025.

2.

Fayette County through the Fayette County Board of Elections shall operate as superintendent of the aforementioned election and shall perform any and all functions of the City or any of the City's officials in connection with the conduct of such election with the exception of duties pertaining to the qualification of candidates and pertaining to the Responsibility of acting as the Qualifying Officer and providing notification to the State Elections Commission concerning candidacy compliance.

3.

Fayette County shall operate as the Superintendent with respect to qualifications of candidates. Such official shall perform any and all functions of the City or any of its officials.

In connection with the qualifications of candidates in accordance with O.C.G.A. § 21-2-45(C) (2). Further, such official shall be responsible for acting as the Qualifying Officer and for notification to the State Elections Commission concerning candidacy compliance.

4.

The County shall supply all of the necessary manpower and transportation to pick up, deliver, set up, store and return to the County all of the voting equipment used in the election along with all ancillary equipment and necessary supplies.

5.

All the voting equipment shall be programmed by the County in conjunction with the office of the Secretary of State.

6.

All absentee ballots shall be ordered, issued, mailed, and accounted for by the County.

7.

Staffing of the polling locations and training of the staff shall be provided by the County.

8.

To the extent permitted by law, the City shall indemnify, defend, and hold harmless the County from any liability and/or litigation expenses to which the County may be subjected as a consequence of or as a result of the election for the City. The City will furthermore, to the extent permitted by law, reimburse the County for any and all necessary legal representation, by counsel chosen by the County, in any action arising from the conduct of the City election. Said reimbursement shall be paid by the City within thirty days of invoice by the County.

9.

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

10.

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

11.

Should it be necessary to comply with any legal requirements, the necessary members of the County's personnel may be temporarily sworn in as officers and employees of the City.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

FAYETTE COUNTY, GEORGIA

BY: _____

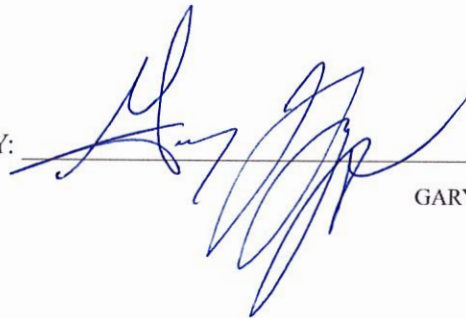
LEE HEARN, CHAIRMAN
BOARD OF COMMISSIONERS

ATTEST: _____

TAMECA P. SMITH, COUNTY CLERK
FAYETTE COUNTY BOARD OF COMMISSIONERS

CITY OF WOOLSEY

BY: _____



GARY LAGGIS, MAYOR
WOOLSEY CITY

ATTEST:  _____

STACEY COLLINS, CITY CLERK
WOOLSEY CITY

FAYETTE COUNTY ELECTIONS & VOTER REGISTRATION

BY: _____



GARY ROWER, CHAIRMAN
BOARD OF ELECTIONS & VOTER REGISTRATION

ATTEST:  _____

BRIANNA GARRETT, DIRECTOR
ELECTIONS & VOTER REGISTRATION

BOARD OF COUNTY COMMISSIONERS

Lee Hearn, Chairman
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**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

March 27, 2025
 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.

OFFICIAL SESSION:**Call to Order**

Chairman Lee Hearn called the March 27, 2025, Board of Commissioners meeting to order at 5:04 p.m. A quorum of the Board was present. Vice Chairman Edward Gibbons and Commissioner Charles Oddo were absent.

Invocation and Pledge of Allegiance by Commissioner Charles Rousseau

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

Acceptance of Agenda

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

PROCLAMATION/RECOGNITION: None**PUBLIC HEARING:**

- 1. Consideration of a new 2025 Retail Alcohol Beer and Wine License (M25-01501) for C4Whitewater Inc, doing business as Whitewater Amoco, located at 1552 Hwy 85 S, Fayetteville, GA 30215.**

Chief Marshal Lem Miller presented this item. He stated this was a gas station that would sell alcohol at the establishment. He stated that the applicant submitted application, Planning & Zoning and Code Enforcement reviewed the application, and it met all requirements. There was no outstanding violation to prevent the applicant from being considered by the Board.

No one spoke in favor or opposition.

Commissioner Maxwell moved to approve a new 2025 Retail Alcohol Beer and Wine License (M25-01501) for C4Whitewater Inc, doing business as Whitewater Amoco, located at 1552 Hwy 85 S, Fayetteville, GA 30215. Commissioner Rousseau seconded. The motion passed 3-0. Commissioners Gibbons and Oddo were absent.

- 2. Consideration of Petition 1360-24, Brent Holdings, LLC, Applicant, Racetrac Petroleum, Inc, Owner, Daniel Fields and Steven Jones, Agents, proposes to rezone 55.800 acres from C-H Conditional to M-1 for the purpose**

of constructing a distributing warehouse; property located in Land Lot 233 of the 5th District and fronts on N. Highway 85, Corinth Road, Country Lane Road, and Carter Road.

Assistant County Attorney Ali Cox stated that it was the right of the applicant, when there was not a full Board present, to request that the item be tabled. The request to table was made before the item was read.

Steven Jones, Agent, requested the item to be tabled because there was not a full Board and to allow him time to organize a meeting with residents of homes abutting this property to discuss concerns and things that would make the residents comfortable with the project. To allow ample time to set up the meetings with residents, he requested that the item be tabled until May 22.

Commissioner Rousseau moved to table Petition 1360-24, Brent Holdings, LLC, Applicant, Racetrac Petroleum, Inc, Owner, Daniel Fields and Steven Jones, Agents, proposes to rezone 55.800 acres from C-H Conditional to M-1 for the purpose of constructing a distributing warehouse; property located in Land Lot 233 of the 5th District and fronts on N. Highway 85, Corinth Road, Country Lane Road, and Carter Road to May 22, 2025. Commissioner Maxwell seconded.

Commissioner Maxwell asked staff to get Mr. Nash a copy of his business card. He stated that he would be willing to speak to him. He stated that he would probably not attend a meeting held at his home.

Mr. Nash stated that he would like to have one member of the Board present at the meeting. He stated that since it was District 4, that maybe Commissioner Rousseau could attend.

Mrs. Cox cautioned that comments were lending toward considering the petition and there was a motion to table. She stated that a vote needed to be made on this item.

Commissioner Rousseau moved to table Petition 1360-24, Brent Holdings, LLC, Applicant, Racetrac Petroleum, Inc, Owner, Daniel Fields and Steven Jones, Agents, proposes to rezone 55.800 acres from C-H Conditional to M-1 for the purpose of constructing a distributing warehouse; property located in Land Lot 233 of the 5th District and fronts on N. Highway 85, Corinth Road, Country Lane Road, and Carter Road to May 22, 2025, Board of Commissioners meeting. Commissioner Maxwell seconded. The motion passed 3-0. Commissioners Gibbons and Oddo were absent.

3. Consideration of Petition 1361-25, Max Fuller, Applicant, After Hours Property Management, LLC, Owners, Christine Flanigan, Agent, propose to rezone 10.03 acres from A-R (Agricultural-Residential) to R-72 (Single-Family Residential) for the purpose of developing residential lots; property located in Land Lots 88 and 73 of the 5th District and fronts on John Street (abandoned) and Inman Road.

Before reading the item, the Petitioner was asked if they would like to table due to lack of a full Board present.

Max Fuller, Applicant stated that he would like to table this item until the April 22 meeting.

Commissioner Rousseau moved to table Petition 1361-25, Max Fuller, Applicant, After Hours Property Management, LLC, Owners, Christine Flanigan, Agent, propose to rezone 10.03 acres from A-R (Agricultural-Residential) to R-72 (Single-Family Residential) for the purpose of developing residential lots; property located in Land Lots 88 and 73 of the 5th District and fronts on John Street (abandoned) and Inman Road to the April 22, 2025, Board of Commissioners meeting. Commissioner Maxwell seconded. The motion passed 3-0. Commissioners Gibbons and Oddo were absent.

PUBLIC COMMENT: None

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

CONSENT AGENDA:

Commissioner Rousseau moved to approve the Consent Agenda as presented. Commissioner Maxwell seconded. The motion passed 3-0. Commissioners Gibbons and Oddo were absent.

- 4. Acknowledgment of Sheriff Barry H. Babb's decision to accept one (1) vehicle with corrected VIN from the Town of Tyrone.**
- 5. Approval of an emergency Supplemental Grant Award for the DUI Accountability Court for treatment services and drug testing expenses, in the amount of \$33,180.00 with no match required.**
- 6. Approval of the March 13, 2025, Board of Commissioners Meeting Minutes.**

OLD BUSINESS: None.

NEW BUSINESS:

- 7. Request to enter into a Radio Communications Memorandum of Understanding (MOU) with Georgia Department of Public Safety for radio access.**

911 Director Katye Vogt stated that this agreement involved interoperability on the radio system. She stated that at any given time troopers were in the county handling business or assisting with traffic mitigation due to accidents, this agreement would allow the troopers to be on the County's system.

Chairman Hearn stated that it was essentially ensuring good communication between the Sheriff's Office, 911 and other law enforcement.

Ms. Vogt stated that was correct. Interoperability means that the officers would not have to be patched or make phone calls directly to 911. They would turn to the County's channel and would be speaking directly to the County's units.

Chairman Hearn moved to approve to enter into a Radio Communications Memorandum of Understanding (MOU) with Georgia Department of Public Safety for radio access. Commissioner Maxwell seconded.

Chairman Hearn thanked staff for being proactive and bringing this to the Board.

Chairman Hearn moved to approve to enter into a Radio Communications Memorandum of Understanding (MOU) with Georgia Department of Public Safety for radio access. Commissioner Maxwell seconded. The motion passed 3-0. Commissioners Gibbons and Oddo were absent.

- 8. Request to approve Contract #2000-P, Badger Meter, Change Order No. 08 for additional meter boxes, associated labor and additional allowance for labor with a not-to-exceed amount of \$210,964.56.**

Water System Director Vanessa Tigert stated that she was requesting the Board to approve a Change Order for Contract #2000-P with Badger Meter.

Chairman Hearn asked if he was correct that this was largely due to the old meters that are deteriorated and are at a higher percentage of meters needing replacement than initially estimated.

Ms. Tigert stated yes.

Commissioner Maxwell moved to approve Contract #2000-P, Badger Meter, Change Order No. 08 for additional meter boxes, associated labor and additional allowance for labor with a not-to-exceed amount of \$210,964.56. Commissioner Hearn seconded. The motion passed 3-0. Commissioners Gibbons and Oddo were absent.

9. Discussion of the City of Peachtree City Recreation Program Intergovernmental Agreement between the City of Peachtree City and Fayette County effective October 1, 2025.

Parks and Recreation Director Anita Godbee stated that this Intergovernmental Agreement (IGA) was established in 2018 for the purpose of expanding recreation opportunities for county and city residents. The agreement was established that Peachtree City would charge the county residents, no greater program fees, than charged to city residents and in turn the County would provide Peachtree City \$150,000 annually to operate the recreation facilities. At the March 20, 2025 meeting of the Peachtree City Council, the Council approved to terminate the IGA effective October 1, 2025 to align with the City's budget year. Mrs. Godbee stated that if approved, that the termination date be revised to July 1, 2025 to align with the County's fiscal year.

County Administrator Steve Rapson stated that the change from October 1 to July 1, was because the County's fiscal year was different from the City's fiscal year.

Commissioner Rousseau asked what this was "born" out of.

Mrs. Godbee stated that it was born out of the fact that Peachtree City wanted to up the fee. The City conducted a Needs Assessment and the assessment suggested a fee increase. She stated, as well as some of the Youth Associations are already charging the county residents an additional fee.

Commissioner Rousseau stated that this led to his next question of whether there was any data to show that Peachtree City was honoring the agreement. He asked Mrs. Godbee was she saying that the City was charging excessive fees, over and beyond city residents' fees.

Mrs. Godbee stated that was her understanding for the Youth Association. She stated that the program fees that the staff coordinates, those are the same, however the Youth Associations are charging the county residents more.

Commissioner Rousseau asked if the overpayment could be tracked and should the County request a rebate for overpayment.

Mrs. Godbee stated that she did not believe we could.

Mr. Rapson stated that Peachtree City was getting ready to streamline the fee so there would be a fee for city residents and then everyone else.

Commissioner Rousseau mentioned the County's new recreation facility and out-of-county fees. He stated that he would be looking for those changes in terms of some of the internal people who have chosen not to work with the County anymore.

Commissioner Maxwell stated that he spoke with Mayor Kim Learnard, Peachtree City Mayor about this issue. He stated that he also spoke with Mr. Rapson. He continued that Mayor Learnard stated that they received the assessment, and it was about 300 pages. He stated that he remembered this being an item back in 2006. He recalled that the fee for the County may have been \$25,000 or \$50,000. He stated that around the time he was running for election, a check was delivered to the city of Peachtree City, Town of Tyrone and Fayetteville as well. He stated that he did not know when the last time was that the fee was adjusted. The fee was intended to help lower the county residents' fees. He stated that the proposed new fee was over \$800,000. To go from \$150,000 to over \$800,000 was hard for him to accept. He stated that the County had a fairly good relationship with Peachtree City on this issue for a number of years. He stated that looking at the 300-page assessment, it was no wonder a \$800,000 fee was needed. He stated that it was on the City's website. He stated that if the Board voted to terminate the agreement as of October, it would look like the County was the one forcing the issue and we were not. He stated that he was not inclined to terminate the agreement. He stated that this was Peachtree City doing this to outside families and their children. He

wanted the problem to be Peachtree City's problem and not the County's problem. He asked if there was "a new thing" in place yet.

Chairman Hearn stated no.

Commissioner Maxwell stated that the City was moving too quickly on this. He stated that there needed to be more communication regarding this item to address this. To go from \$150,000 to \$800,000 in one fall swoop, he did not feel he could support that increase. He stated that he preferred not to terminate the agreement on July 1, but to let Peachtree City be the one to stop it.

Chairman Hearn stated that he had breakfast with Mayor Learnard about once a quarter and this was a topic discussed. She mentioned the report and he knew the \$800,000 was coming. He stated that his comment to the Mayor was that if he wanted something to be really super expensive, he could set the data so that it pointed toward \$800,000 and if he wanted a more reasonable line it would be something less. He asked her to look at this because it would impact a lot of kids outside of Peachtree City. He stated that the Mayor assured him that they would take a good look at this but she did not make any commitment, nor did he ask. He stated that he had no problem voting to not terminate the agreement on July 1.

Commissioner Rousseau stated that this was the first time he had been made aware of conversations regarding this item when he was being asked to vote on it. He stated that voting on this would still leave the door open to come to some type of agreement with the City for future support and engagement. He stated that if his memory was correct, athletic associations may come under the County's banner/oversight, but they can charge fees on their own.

Mrs. Godbee stated that was correct.

Commissioner Rousseau stated that he wanted "our supposed" partner to have a wholesome relationship with serving county residents, especially since the County had been supporting with the \$150,000. He stated that he was not opposed to ending the agreement nor was he opposed to continuing discussions. He stated that he was disappointed that this came without any knowledge that this was in the hopper because that was the time to talk about negotiations. He was disturbed about dealing with an isolation posture. He stated that he had no problem ending the agreement and answering constituent's calls but for the most part, it would change programmatic fees ran by the city's staff.

Mr. Rapson stated that the report had a paradigm shift. The County's approach to the fee was that we did not want someone in unincorporated Fayette being charged differently than someone that lived within the City. He stated that it was a small segment of people that it covered. He stated that the 300-page report included how many participants did the City have and how much did it cost for the entire program. He stated that was how to get from \$150,000, small segment, to a \$820,000 contribution to support people that was within the county and participating in the City's programs. He stated that oddly enough the programs were largely successful because of the people that would be charged a different fee. He stated, to answer the question about how to negotiate the fee, the County and City were not on the same level of negotiation because we were not talking about the same type of charge that a resident would have. As Mrs. Godbee stated, some of the charges are already occurring through the associations currently. Mr. Rapson stated that he was suggesting the termination be effective July 1 instead of October 1, because it was the County's fiscal year. He stated that he could easily budget the \$37,500 one quarter payment so that it would become effective October 1. The reason for the discussion was because there was a 90-day clause in the agreement to terminate at the end of the calendar year. If the date needed to be changed, it would need to be done within the 90-day window. If the Board took no action, at all, the agreement would terminate on October 1, 2025.

Commissioner Rousseau stated yes but then staff would have to plan for the \$37,500 payment in the first quarter budget.

Mr. Rapson stated yes, and it was a simple thing to do.

Commissioner Rousseau stated that he was not in favor of that. He asked if there was data to show how \$150,000 had subsidized programs over time. He asked if there was any data that showed how many “out of Peachtree City” residents participated in programs.

Mr. Rapson stated that it was a reciprocal agreement. If there was a Peachtree City resident interested in programs at the County, they are charged the same as a county resident. The same was true for all other cities. The Town of Tyrone had a similar agreement. The County contributed \$18,000 and they charge county residents the exact same fee that a resident of the Town of Tyrone would pay.

Commissioner Rousseau stated that when contributing in this way, it was good to track impacts so when asked, there was data to point to. He asked how long the County had been subsidizing.

Mr. Rapson stated that the agreement went back almost two decades.

Mrs. Godbee stated that since 2018, the amount was \$150,000.

Commissioner Rousseau moved to accept the proposal from Peachtree City Council to terminate the agreement and in addition to have it terminate June 30. Motion died for a lack of a second.

There was no other motion.

Chairman Hearn confirmed that no action meant that the agreement would renew.

Mr. Rapson stated no. He stated that the agreement would terminate on October 1, 2025. This meant that, from a budget perspective, staff would need to budget for one quarter.

ADMINISTRATOR’S REPORTS:

Mr. Rapson stated that he sent the Board a copy of the Hot Topics. He stated that it included updates on the Stormwater projects, Parks and Recreation Multi-Purpose facility, Starrs Mill School Tunnel, Coastline Bridge Improvements, Cedar Trail Culvert Replacement, Old Ivy Stormwater Replacement and the update on the AMI Water System. He stated that in addition to these, there was a notification from Georgia Department of Transportation that there would be A traffic shift on April 9, 2025, for the temporary bridge on State Route 85 and Whitewater.

Chairman Hearn asked when the road would be closed for the tunnel on Redwine.

Public Works Director Phil Mallon made comments (inaudible). He stated that the tunnel should be open for use before the start of the next school year. However, there were utility delays that would entitle the contractors to an extension, although they have not requested one.

Chairman Hearn wanted to reiterate that he wanted staff and contractors to do everything possible to minimize the time that road was closed.

ATTORNEY’S REPORTS: None.

COMMISSIONERS’ REPORTS:

Commissioner Maxwell stated that he was contacted by Senator Ossoff’s office inquiring about the railroad crossing incident in Tyrone. He asked if anyone had additional information.

There was no other information provided.

Commissioner Rousseau commended Mr. Jones on reaching out to residents. He stated that he rarely attended meetings of that magnitude because the Board's presence tends to politicize issues. He did encourage applicants to meet with the homeowner's associations, civic groups and faith-based community. He stated that he knew the zoning signs had been increased in size, but many ignore the zoning signs.

Chairman Hearn stated that the waste being brought to the light on the national government level was unbelievable from his perspective. He stated that he spoke with a resident about the issue, and he told them that if they had the County's \$80M budget and squandered 25%, it would be \$20M and he could not image that. He stated that he appreciated staff and the way the funds are spent. He stated that all [elected officials] had to be vigilant about spending taxpayer's money.

Commissioner Rousseau stated that he normally tried not to make political statements from the dais, however, he was challenged with that statement. He stated that yes, there was probably a significant amount of waste and abuse in some areas, but when people go hunger, unsheltered, when residents lose their jobs, he took exception to that.

EXECUTIVE SESSION: None.

ADJOURNMENT:

Commissioner Rousseau moved to adjourn the March 27, 2025 Board of Commissioners meeting. Chairman Hearn seconded. The motion passed 3-0. Commissioners Gibbons and Oddo were absent.

The March 27, 2025 Board of Commissioners meeting adjourned at 5:44 p.m.

Tameca P. Smith, County Clerk

Lee Hearn, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 10th day of April 2025. Attachments are available upon request at the County Clerk's Office.

COUNTY AGENDA REQUEST

Page 16 of 73

Department: Parks and Recreation

Presenter(s): Anita Godbee, Director

Meeting Date: Thursday, April 10, 2025

Type of Request: New Business #4

Wording for the Agenda:

Request to close McCurry Park North on November 8, 2025, from 7:00 a.m. to 12:00 p.m. for the TJ Thomas Jefferson Foundation 5K to raise awareness regarding Prostrate Cancer and raise funds for their foundation to continue servicing the communities of Fayette and Coweta.

Background/History/Details:

The TJ Thomas Jefferson Foundation in conjunction with their chapter Theta Lambda Lambda of Omega Psi Phi Fraternity, Inc. desires to host another 5K event at McCurry Park this year.

This event will be in memory of one of their founding charter members that passed away from complication of cancer. This event would be in his, and all other victims honor, who have succumbed to this horrible disease, as well as bring awareness to prevention.

The event in mind would start and end the 5K race within McCurry Park. Runners to start the race at north of McDonough Rd onto the Lanier Ave E. (Hwy 54), north bound away from the city, making a right on Banks Rd, routing back into McCurry Park just before McDonough Rd intersection. The Foundation has been in communications with GDOT, Law Enforcement, Fire & EMS, and understand the insurance requirements, park closer fees, and cleanup requirements.

The Parks and Recreation Special Events team has reviewed and approved moving forward with the request for the Event.

What action are you seeking from the Board of Commissioners?

Approval to close McCurry Park North on November 8, 2025, from 7:00 a.m. to 12:00 p.m. for the TJ Thomas Jefferson Foundation 5K to raise awareness regarding Prostrate Cancer and raise funds for their foundation to continue servicing the communities of Fayette and Coweta.

If this item requires funding, please describe:

Has this request been considered within the past two years? Yes

If so, when? Thursday, June 27, 2024

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

Backup Provided with Request? Yes

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

Approved by Finance Not Applicable

Reviewed by Legal Yes

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:



SPECIAL EVENTS APPLICATION

PARKS AND RECREATION DEPARTMENT

140 W. STONEWALL AVE., SUITE 208

FAYETTEVILLE, GA. 30214

Page 17 of 73

Date: _____

Fee: _____

Check/Cash: _____

Office Use Only

APPLICATION FEE: \$10.00

The application permit fee partially offsets the cost of reviewing your permit application and coordinating the event review process. Payment of the application fee does not guarantee that your special event permit application is complete nor does it guarantee that any or all aspects of the application will be approved.

NAME OF EVENT: Captain's 5K

APPLICANT TYPE

APPLICANT INFORMATION

- ☐ Regular
- ☒ Non-Profit (501c): Must provide copy of IRS letter
- ☐ County Sponsored Event
- ☐ Other

Host Organization: TJ Thomas Jefferson Foundation

Chief Officer of Host Organization: Darrel Crawford

Applicant Name: Stephen Davis

Address: Street 220 Annelise Park Dr

City Fayetteville

State GA

Zip 30214

Telephone: Home _____

Cell _____

Email: TBD

DATES REQUESTED

FIRST CHOICE: 11/8/25

SECOND CHOICE: 11/7/25

EVENT TYPE

ACTIVITY DESCRIPTION

CHECK ALL THAT APPLY TO THIS ACTIVITY

- ☐ Athletic/Tournament
- ☐ Exhibit/Special Attraction
- ☐ Festival/Wedding
- ☐ Parade/Procession/March
- ☐ Concert/Performance
- ☐ Farmer/Outdoor Market
- ☒ Run/Walk/Bike
- ☐ Fundraiser
- ☐ Other

5k walk/run for cancer awareness
Fayette high school scholarship.

- ☐ Alcohol
- ☒ Signage/Banners
- ☐ Amplified Sound/Music
- ☒ Tents/Canopies
- ☐ Fireworks/Lasers
- ☐ Generators/Electricity
- ☒ Portable Restrooms
- ☒ Trash & Recycling
- ☐ Crossing/Closing Roads
- ☐ Lake/Pond Use
- ☐ Carnival/Rides/Inflatable Recreation
- ☒ Require Fire/EMS
- ☒ Require Police
- ☐ Require Public Work Staff
- ☒ Cones/Barrels/Barricades
- ☐ Transportation Shuttle
- ☐ Vendors/Concessions
- ☐ Require Hotel Rooms
- ☐ Media Coverage/Press
- ☐ Other (describe)

ADMISSION

LOCATION DESCRIPTION

- ☒ Public Event (no cost)
- ☐ Tickets/Entry Fees
- ☒ Pre-Registration Only
- ☒ Registration at Event
- ☐ Private Event
- ☐ Other

FIELD #s (circle all that apply): 1 2 3 4 5 6 7 8 9 10 11 21 22 23 24 25

ATTENDANCE

ANTICIPATED SPECTATORS

ANTICIPATED PARTICIPANTS

EVENT DATE/TIME DATE

Estimated Total

250

Estimated at Peak Time

250

Total Attendance

250

SET UP DATE: 11/7/25 SET UP TIME: _____

EVENT START DATE: 11/8/25 EVENT START TIME: _____

EVENT END DATE: 11/8/25 EVENT END TIME: _____

DISMANTLE DATE: 11/8/25

ADDITIONAL INFORMATION AND FEES SHALL BE REQUIRED BASED ON ADDITIONAL SERVICES REQUESTED. THESE INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING: RENTAL FEES, CLEAN UP PLAN, SANITATION PLAN, SECURITY PLAN, LIFE SAFETY PLAN, EQUIPMENT DELIVERY/PICKUP/SETUP, DIRECTING TRAFFIC, UTILITIES, INSURANCE, FIELD/LANDSCAPING PREPARATION, INSPECTIONS, ETC.

SIGNATURE OF APPLICANT OR
AUTHORIZED REPRESENTATIVE:

Stephen O. Davis

DATE: 2/20/25

SIGNAGE

Temporary signage for "special events" is permitted, but must comply with Fayette County Code of Ordinances. In general, signs cannot be placed within the medians or rights-of-way of most roadways within the county. A detailed sign plan, including the size of the signs and the proposed locations should be provided as a part of your application.

YES NO

☒☐

Will there be any signage at this event?

☐☒

Does any of the event signage exceed the maximum 35 square foot limit? Or 5' in height?

☒☐

Will signage have sponsorship or advertising message? If yes, include sign design/drawing.

☒☐

Will signage be placed on or along roads, street corners, sidewalks, medians, utility poles, fences, trees, or any other natural objects? If yes, include placement locations on route/site map.

If yes to any of the above questions, please describe or provide an attachment.

24"x18" chloroplast advertising the 5K with QR code and date of event to be and how to register a few weeks in advance of the event.

All signage must be picked up immediately after the event. Each sign recovered after the event will be charged a \$200 recovery fee. Signs/Balloons attached to utility signs, natural objects, and signs are prohibited.

ENTERTAINMENT & RELATED ACTIVITIES

YES NO

☐☒

Are there any musical entertainment features related to your event? Any dance component?

☒☐

Will sound amplification be used? Will sound checks be conducted prior to event? If yes, describe start & finish times below.

☐☒

Will there be any inflatable recreation (e.g. moonwalk) at this event?

☐☒

Will you need electricity at the event? If yes, please list how much amperage your equipment will use. (page 3)

☒☐

Does Your event include the use of generators?

☐☒

Do you plan on selling or launching balloons at this event?

☐☒

Does your event include the use of fireworks, rockets, lasers, or other pyrotechnics?

☐☒

Does your event include any live animals, carnival, or amusement rides? If yes, describe below.

☒☐

Does your event include any tents or canopies?

☐☒

Do your event plans include any casino games, bingo games, drawings, or lottery opportunities?

If yes to any of the above questions, please describe or provide an attachment.

We will have a race timer that will have a small A/V system less than 10dbs to encourage runners at finish line.

We will need a generator to power the A/V system

WE will use 10x10 tent for our registration tables for runners to pick up teeshirts

TENTS/CANOPIES

A certificate of fire resistance is required for all tents larger than 10' x 10' (100 square feet). Tents larger than 500 SF require an interior layout plan be provided and an inspection by the Fire Marshal. Tents should be secured to the ground with a 40lb weight on each leg, no stakes allowed. If cooking is conducted under a tent, you must meet additional requirements.

Number of 10' x 10' Tents	Number of 20' x 40' Tents	Number of ____' x ____' Tents	Setup Date	Time	Day of Week
5			11/8/25	7am	Sat
Pickup Date	Time	Day of Week			
11/8/25	12	Sat			

Tent Company **Personal owned tents Provided by applicant**

Address

Street

City

State

Zip

Telephone

Day

Evening

Fax

Cell

*Tent/Canopy locations must be indicated on your site plan.

PORTABLE RESTROOMS

You are required to provide portable restroom facilities at your event unless you can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during your event.

Number of regular portable toilets	Number of ADA Portable toilets	Number of Handwashing Stations	Setup Date	Time	Day of Week
3	1		11/7/25		
			Pickup Date	Time	Day of Week
			11/10/25		

Restroom Company **TBD**

Address

Street

City

State

Zip

Telephone

Day

Evening

Fax

Cell

*Portable restroom locations must be indicated on your site plan.

SANITATION & RECYCLING

YES NO



Will you or your organization empty all trash cans at the end of your event? If no, you must hire a sanitation company.

Number of Trash Cans	Number of Dumpsters*	Number of Recycling Bins	Setup Date	Time	Day of Week
	1		11/7/25		
			Pickup Date	Time	Day of Week
			11/10/25		

*Estimate (1) eight-yard dumpster for every increment of 500 people attending the event or any event over 16 consecutive hours.

Sanitation Company **TBD**

Address

Street

City

State

Zip

Telephone

Day

Evening

Fax

Cell

Please describe your plan for cleanup and removal of recyclable goods, waste, and garbage during and after your event.

We have volunteers that are designated to areas of the park and parking lot to ensure not trash is left behind and cleaned up in kind to the way the park was before. All trash will be bagged and placed in rental dumpsters. we plan to have isolated recycling trash bins to dump into rented dumpsters.

EQUIPMENT/UTILITIES

- | YES | NO | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Will you need <i>Pedestrian Barricades</i> for this event? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Will you need <i>Traffic Barricades</i> for this event? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Will you need <i>Traffic Barrels</i> for this event? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Will you need <i>Traffic Cones</i> for this event? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Will you <i>Tables</i> be set up for this event? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Will you <i>Chairs</i> be set up for this event? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Will you need Electricity for this event? |

How many?	Cost Per Unit	Total Cost
	X TBD	
	X TBD	
	X TBD	
	X TBD	
	N/A	
	N/A	
How many amps?	\$TBD <small>electrical fee</small>	
Total cost of equipment needed		

Please describe or provide an attachment of where equipment will be placed. **NOTE: Equipment will be delivered to central location only; event organizer(s) responsible for setup and clean-up of equipment.**

We have a rental company that we are in contract with to provide all traffic control and signage need.

FOOD CONCESSIONS OR PREPARATIONS & CONCESSIONAIRES

- | YES | NO | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does your event include food concession and/or preparation areas? If yes, describe below. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Do you intend to cook food in the event area? If yes, describe method (gas, electric, charcoal, other) below. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Will items or services be sold at your event? If yes, attach a complete list of vendors and include a sample of the vendor pass. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Will items or services sold at your event present unique liability issues (e.g. guns, body piercing, animal rides, etc.)? If yes, please describe and attach a complete list of vendors. |

If yes, please describe or provide an attachment of your plan.

NOTE: For existing concession stands within county facilities, please coordinate with the Recreation Department.

PARKING & SHUTTLE PLAN

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>

Will your event involve the use of a transportation shuttle?

Will you be utilizing a parking facility from an adjoining property? If yes, please attach agreement.

Do you need all county vehicles removed from the facility parking lots for your event?

Have you provided ADA accessible parking?

If yes to any of the above questions, please describe or provide an attachment.

SITE PLAN/ROUTE MAP

Event Site Plan: One (1) clear and clean paper copy must be brought to the Fayette County Parks & Recreation Department. The plans should be clearly and accurately drawn to include the items listed below.

Does your event plan/route map comply with or show the following?

	YES	NO	N/A
(a) Name of the event, address, boundaries, date, north arrow, and scale of the plan;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) The location and name of all existing streets adjacent to and within the event;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Assembly area, disbanding area, and route to be traveled (use arrows to indicate the direction of travel);	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Identify vehicular and pedestrian circulation plans, access points, travel ways, parking, loading, stacking, sidewalks, and multi-use paths;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Health and sanitation facilities (portable toilets, restrooms);	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Communication facilities and equipment (ham radios, event communication tent);	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) Medical treatment facilities and equipment (first aid and ambulances);	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) Vehicle access and parking requirements (parking spaces available);	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(i) The location of all canopies, tents, booths, and other temporary structures;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(j) Exit locations of outdoor events that are fenced and/or locations within tents and tent structures;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(k) The location of all stages, platforms, scaffolding, bleachers, and grandstands;	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(l) The location of amplified sound equipment (speakers, bullhorn);	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(m) Food vendor and water supply locations (cooking areas, water spigots);	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(n) A detail or close-up of the food booth and cooking area configuration including booth identification of all Vendors cooking with flammable gases or barbecue grills;	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(o) The location of additional lighting, generators, and /or source of electricity;	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(p) The location of all signage, banners, and inflatables recreation;	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(q) Placement of trash, dumpster, and recycling receptacles;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(r) Placement of vehicles and/or trailers 9if these are to remain throughout the event);	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(s) The location of fencing, cones, barriers, and/or barricades, indicating any removable fencing /tape for emergency access;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(t) The provision of minimum of twenty-foot (20') emergency access lanes throughout the event venue;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(u) Other related event components not listed above.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

NARRATIVE

Please provide a narrative and timeline of your event. You may provide this information as an attachment if necessary.

This 5K walk/run event is a (4) hour 7am-12 noon, community fun event to focus on the wellness and scholarship needs of graduating high-school seniors.

ADVERTISING

Estimated advertising budget for this event? \$ 50

In what publications/areas will you advertise this event? social media, local news, and radio

This event will attract people from: ☒ Local/County ☐ Region ☐ State ☐ National

5-K
WALK/RUN
Site Plan

WALKING
TRACK/TRAIL

Finish
Line
Time Station

Soccer
Field
#4

Soccer
Field
#5

Concession Bldg
FCYSL Office

Generator

MUSIC
ANNOUNCER

10x10
TENT

WATER

Fruit
AFTER Race

10x10
TENT

Registration
TABLE

Close
Barbecue

PARKING
Close
Barbecue

Porta-Jons
3X 1 ADA

XXXXX
Closed

ENTER TO ONLY
EXIT LO
PARKING

ST. ME
★

Hwy. 54

Hwy. 54

16x8

PARKING

SECURITY PLAN**YES****NO**☒☐

Will this event cross any roads? If yes, please list below or attach in a separate document.

☐☒

Will your event need overnight security?

☒☐

Will you be employing a Sheriff Officer to develop and manage your event's security plan? If yes, you are required to provide a copy of the security company's valid private patrol operator license (see below).

Please describe your security plan including crowd, vehicle, and pedestrian control, internal security, or venue safety, or attach the plan to this application.

FAYETTE COUNTY SHERIFF'S DEPARTMENT

Staffing of extra-duty assignments will be based upon officer availability and at the sole discretion of the Fayette County Sheriff's Department. The Fayette County Sheriff's Department has the right to reject any request. The Sheriff's Department will make final determination for number of officers needed.

RATES**THIS SECTION FOR SHERIFF'S DEPARTMENT USE ONLY**

Traffic*

of Officers

X \$ 55.00/hr
Rate

X # of Hours

= TOTAL

Security*

of Officers

X \$ 45.00/hr
Rate

X # of Hours

= TOTAL

*Per officer per hour, with a four (4) hour minimum. Payment of these services is required by CHECK or MONEY ORDER within five (5) business days of the event, unless previously approved by the Sheriff's Department. NOTE: Applicant will be notified if rates change.

Approval of Security Company: _____ Date: _____

TLL 5K Security and Life Safety Plan.

1. Risk assessment.

We will do our best to determine possible risks for TLL 5K Run/Walk event for the Safety of bystanders and participants. This involves identifying inclement weather, security, food safety, and medical emergencies. To better monitor risk assessment, our event organizers will designate areas for conjugating guests and vendors. We can better monitor both vehicles and walkers by separating the parking lot. We would suggest vendors use a 10x10 tent as cover if needed. We will also use signage, barriers, emergency exits, security personnel, first aid kits, and insurance.

2. Communication strategy.

We plan to market this 5K via multiple social media platforms leading up to the event. This will include communicating the event objectives, expectations, roles, and responsibilities to our partnered event staff, vendors, contractors, volunteers, and attendees. We (TLL) typically establish and maintain communication channels and protocols during our events, through radios, phones, announcements, and social media. Additionally, our committee leads, and event organizers will communicate with relevant Fayette County authorities and agencies, such as the police, fire department, health department, and local council, to obtain the necessary permits and approvals, and to coordinate the emergency response.

3. Contingency plan.

In the event of inclement weather our event organizers would monitor and update guests and accordingly. Moreover, event organizers should communicate the contingency plan to the event staff and attendees and update them on any changes or cancellations.

4. Event monitoring.

We would regularly collect and analyze feedback and data from the event staff, attendees, vendors, and contractors, and evaluating the event for potential outcomes and impacts. Furthermore, event organizers would review and update the event safety plan as needed and implement corrective and preventive actions.

5. Event evaluation.

We would assess the safety plan to evaluate any success and satisfaction, and to identify the strengths and weaknesses of the event planning and management process. We would measure and compare the event objectives, indicators, and results, such as attendance, revenue, engagement, and satisfaction. We will conduct a debriefing session with the event staff, vendors, contractors, and volunteers, and soliciting their feedback and suggestions.

If the Sheriff Department is unable to provide event security, please list the security company you will be employing. NOTE: Fayette County Sherriff's Department will have final approval on all security companies used for events, as they will have the final decision in all matters involving safety and security at events.

SECURITY COMPANY					
Security Organization					
Address					
		Street			
		City		State	
				Zip	
Telephone	Day		Evening		Fax
Email					Cell
License#/County					

NOTE: Fayette County Sheriff's Department will have final approval on all security companies used for events, as they will have the final decision in all matters involving safety and security at events.

FAYETTE COUNTY MARSHAL'S OFFICE

Staffing of extra-duty assignments will be based upon officer availability and at the sole discretion of the Fayette County Marshal's Office. The Fayette County Marshal's Office has the right to reject any request. The Marshal's Office will make final determination for number of officers needed.

RATES

THIS SECTION FOR MARSHAL'S OFFICE USE ONLY

Marshal*

of Officers

X \$ 45.00/hr
Rate

X

of Hours

=

TOTAL

*Per officer per hour, with a four (4) hour minimum. Payment of these services is required by CHECK or MONEY ORDER within five (5) business days of the event, unless previously approved by the Marshal's Office. NOTE: Applicant will be notified if rates change.

LIFE SAFETY PLAN

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Will you have fireworks/lighting/pyrotechnics at your event?

Will part of your event take place in any Fayette County lake/pond?

Will you be employing a first aid provider to develop and manage your event's life safety plan? If yes, you are required to provide the contact information of the first aid provider (see below).

Please describe your medical plan including your communication plan, the number, certification levels (MD, RN, Paramedic, EMT) and types of resources that will be at your event and the manner in which they will be managed and deployed. Your plan should include hours of setup and dismantle of medical aid areas. You may attach the plan to this application if necessary.

Fayette County Fire / EMS

NOTE: Fireworks must be permitted by Fayette County Probate Court no less than thirty days before the event.

FIRE/EMS DEPARTMENT

Staffing of extra-duty assignments will be based upon Fire/EMS availability and at the sole discretion of the Fayette County Fire and Emergency Services Department. The Fayette County Fire & EMS Department has the right to reject any request. Fayette County will make the final determination for the number of Fire/EMS staff needed.

THIS SECTION FOR FIRE DEPARTMENT USE ONLY**RATES**

Fire/EMS Personnel*

of Personnel

X \$ 40.00/hr

Rate

X

of Hours

=

TOTAL

*Per paramedic/EMT per hour, with a two (2) hour minimum and two personnel minimum. Payment of these services is required by CHECK or MONEY ORDER within five (5) business days of the event, unless previously approved by the Fire/EMS Department.

NOTE: Applicant will be notified if rates change.

MARKETING & PUBLIC RELATIONS

YES NO

☐☒

Do you have a professional event organizer, event service provider, or commercial fundraiser hired by you that is authorized to work on your behalf to plan, produce and/or manage your event?

☒☐

Is the media contact the same as the applicant? If no, fill in contact information below.

☒☐

Do you plan on notifying the impacted residents and businesses?

☒☐

Will this event be marketed, promoted, or advertised in any manner?

☐☒

Will there be live media coverage during the event?

☐☒

Will media vehicles be parked within the event?

☐☒

Do you have a plan to distribute promotional brochures, posters, programs, etc.?

☐☒

Are patron admissions, entry (gate fee) or participant fees required? If yes, fee: \$_____

☐☒

Vendor or other fees required? If yes, fee: \$_____

Event Planner/Media Contact

Stephen Davis

Address

Street

220 Annelise Park Dr

City

Fayetteville

State

GA

zip

30214

Telephone

Day

Evening

Fax

Cell

Email

If yes, please describe or provide an attachment of your plan.

APPLICANT'S ACKNOWLEDGEMENT OF REQUIREMENTS

1. The review period for special events does not begin until the completed application with Certificate of Insurance has been submitted. All special event applications at Fayette County facilities are subject to providing a refundable damage and clean-up deposit.
2. For any event on county property, Fayette County requires the applicant or the organization he/she represents, to have a liability insurance policy with limits set by Fayette County. The applicant must attach a Certificate of Insurance, covering all activities performed in accordance with this special event and listing Fayette County as an "additional insured." Proof of insurance coverage in proper form must be submitted prior to date of event. Fayette County reserves the right to request a copy of the entire policy of insurance.
3. The applicant agrees to fill out a post-event survey about the event including, but not limited to: receipts, disbursements, number of participants, and any other data requested.
4. The applicant agrees to remove all equipment from the Fayette County facility within 24 hours after the event. The applicant agrees not to park vehicles in unauthorized parking areas.
5. Fayette County exercises control over the setup of any equipment/materials on site. Fayette County reserves the right to refuse a special event permit if the parking of vehicles will substantially interfere with or destroy vegetation on Fayette County property.
6. It is understood that parade participants shall not engage in any behavior that creates a risk of bodily injury to other parade participants and the spectators at large. It is also to be understood that no fireworks or other explosive-type devices are used by parade participants to spectators along the route which may cause injury or danger to spectators or participants.
7. It is understood that the applicant shall be responsible for pre-event preparation. Fayette County will not supply any workers to prepare the fields, loan equipment, or supplies. Fayette County events and Fayette County-sponsored events are exempt.
8. The applicant understands that knowingly providing false information will automatically void the application and cancel the event.
9. The applicant further understands that at any time during the event, Fayette County Sheriff's Department or Fayette County Marshal's Office may order the termination of such event if it is in violation of any law or ordinance, or if it endangers the persons or participants or spectators, or if it threatens the peace and dignity of the community, or if it creates unmanageable problems for the public safety officials whereby the proper execution of their duties is endangered.
10. If the applicant purports to represent an organization in submitting an application for a Special Event, the applicant, if applicable, must attach proof of agency or letter of authorization showing his/her authority to represent the organization named herein prior to approval of this application.
11. The applicant agrees not to operate or conduct any event activities after the park is closed without advanced permission.
12. The applicant understands that the rate of pay to the officers for extra-duty employment shall be in the form of a CHECK or MONEY ORDER within five (5) business days prior to the event, unless previously approved.
13. The applicant understands that the staffing of extra-duty assignments will be based upon personnel availability and at the sole discretion of the Sheriff, Marshal, or Fire Department. The Fayette County Sheriff's, Marshal's, or Fire Department has the right to reject any request.
14. The applicant understands that, at all times, the public safety personnel have a primary obligation to Fayette County and in the event a situation should arise within the county consisting of an emergency or critical nature, determined at the sole discretion of the Fayette County Sheriff's, Marshal's, or Fire Department, the extra-duty employment personnel may be forced to terminate his/her extra-duty assignment.
15. The applicant understands that the extra-duty personnel are bound by departmental policies, rules, regulations, and standards of conduct while performing his/her duties. In addition, the applicant agrees not to provide the personnel with any gratuity or ask that the officer perform a function inconsistent with internal or external rules and regulations or an act that would compromise his or her ethics and integrity.
16. The applicant understands that the event must meet or exceed all applicable ordinances, codes, laws, and regulations including, but not limited to National Fire Prevention Association, Building, Plumbing, Electric, Land Development and County Codes. The County reserves the right to impose additional regulations if deemed necessary.
17. Events canceled with less than 48 hours' notice will only be refunded 75% of their deposit. Reservation fees will not be refunded once the special event has been approved. If the event is canceled due to inclement weather, it will be rescheduled based on facility availability.
18. Additional information and fees shall be required based on additional services requested. These include, but are not limited to the following: clean-up plan, sanitation plan, security plan, life safety plan, equipment delivery/pickup, directing traffic, utilities, insurance, field/landscaping preparation, inspections, etc.

INSURANCE REQUIREMENTS

Before the application can be accepted as complete, you will need proof of commercial general liability insurance or event insurance that names, as an additional insured, the Fayette County, 140 Stonewall Avenue West, Fayetteville, Georgia 30214, and any other public entities (e.g. County, volunteers, etc.) impacted by your event with waiver of subrogation in regard to workers compensation. Insurance coverage must be maintained for the duration of the event including setup and cleanup dates.

☒ **Insurance Requirement: \$1,000,000 Minimum**

APPLICANT'S AFFIDAVIT

I, applicant, or authorized representative, have read and understand the contents of this application. The information contained in this application, attached exhibits and other information submitted, is complete and in all aspects true and correct, to the best of my knowledge. Knowingly providing false information will automatically void this application and cancel the event.

HOLD HARMLESS AGREEMENT

I, applicant, or authorized representative, agree to indemnify, hold harmless, and defend the Fayette County, Georgia, against all liability and expenses, including reasonable attorney fees, arising out of claims in connection with this event.

Without limiting the generality of the foregoing, and all workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The applicant and/or organization further agrees to investigate, handle respond to, provide and/or defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false, or fraudulent.

In any case in which such indemnification would violate any applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the County for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the County or its employees.

This agreement shall be terminated by either party by providing written notice of its intent to terminate said relationship.

This permit may be cancelled by the Sheriff, Marshal, or Parks and Recreation Director at any time with or without cause.

MY SIGNATURE CONFIRMS THAT I HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS APPLICATION AND WILL ACT IN FULL COMPLIANCE.

I Stephen Davis APPLICANT NAME do certify that

I am Event Planner/ Chairman TITLE OR POSITION of T.J Thomas Jefferson Foundation ENTITY OR ORGANIZATION, and

that I am authorized to sign this application and issue this hold harmless agreement, and that this hold harmless agreement is defined as an insured contract under a commercial general liability insurance policy currently in effect for this entity/organization.

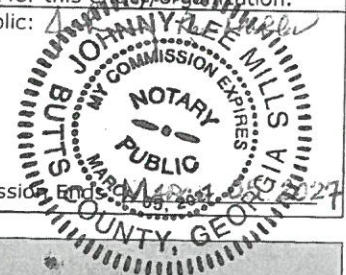
Signature of Applicant or Authorized Representative:

Date:

Notary Public:

Subscribed and sworn to before me this 20TH day of February, 2025 who is personally known to me and/or produced. Georgia Drivers License as identification.

My Commission Expires:

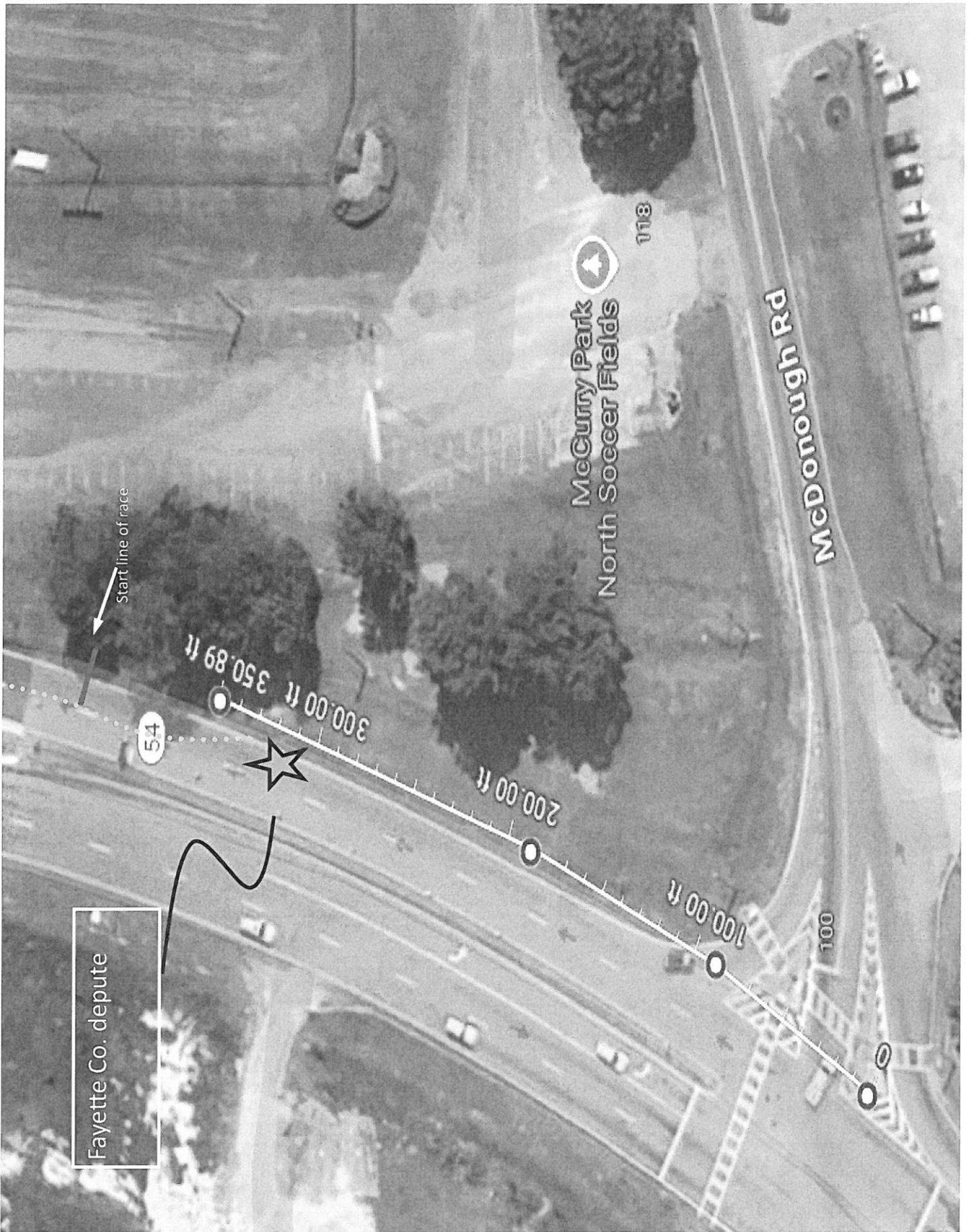


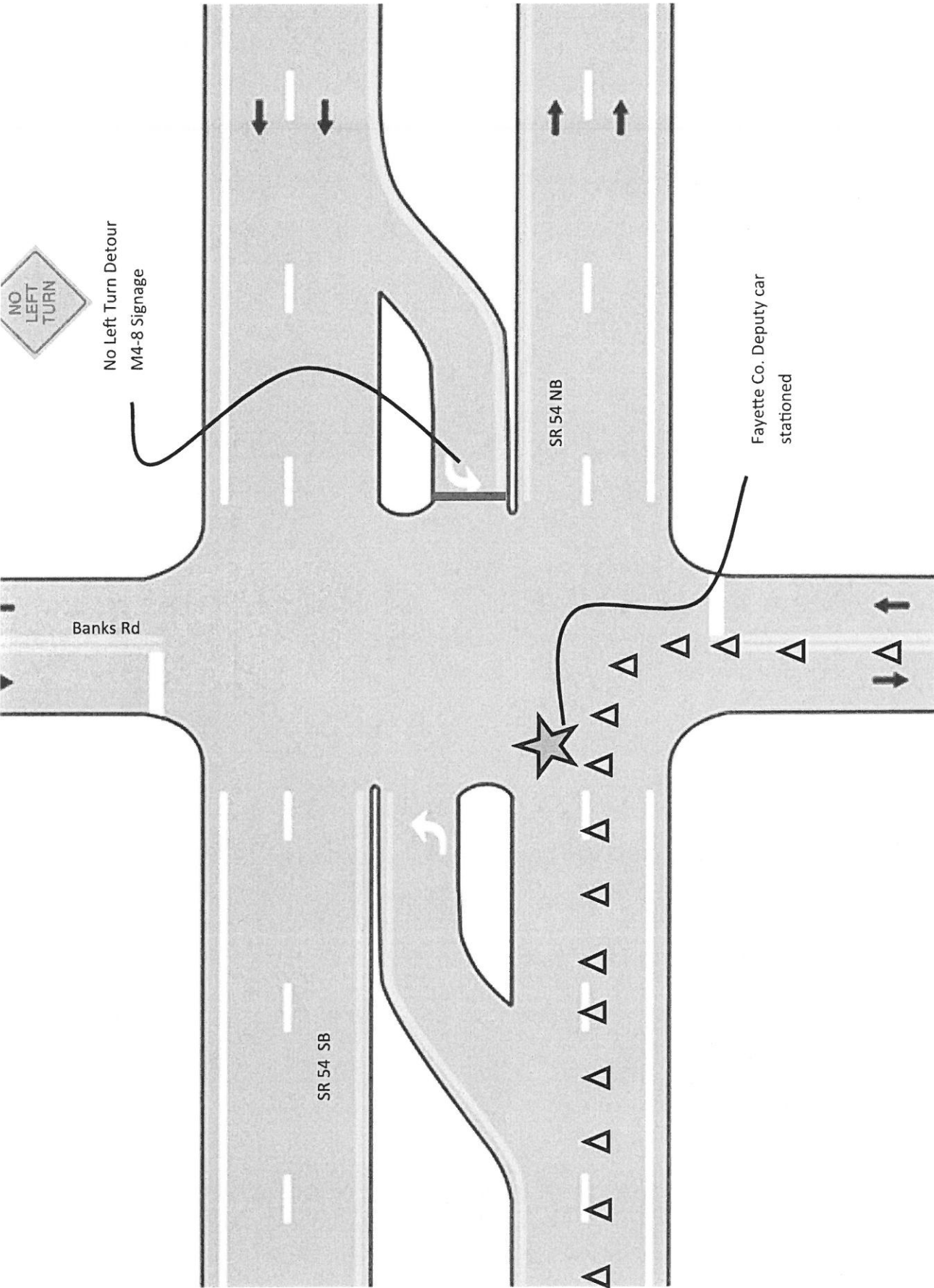
Please submit application to:

Anita Godbee, Director
Fayette County Parks & Recreation Department
140 Stonewall Avenue West Suite 208
Fayetteville, Georgia 30214
agodbee@fayettecountvga.gov



Advanced Warning
sign





Flagger #1 post

Felton Dr

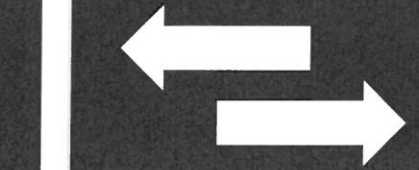
Fayette Co Deputy
Car

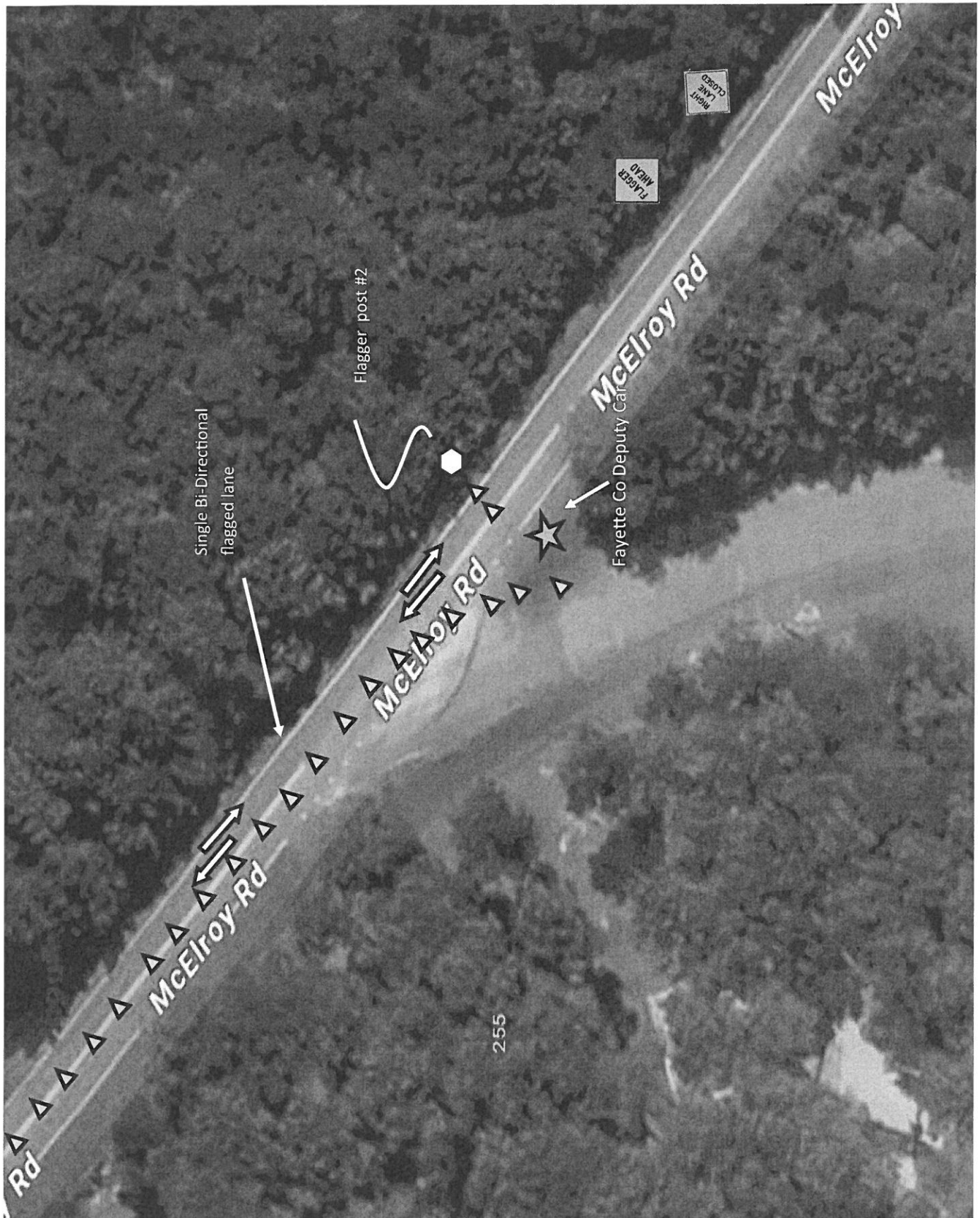
Single Bi-Directional
flagged lane

McElroy Road

Flagger

Banks Rd East





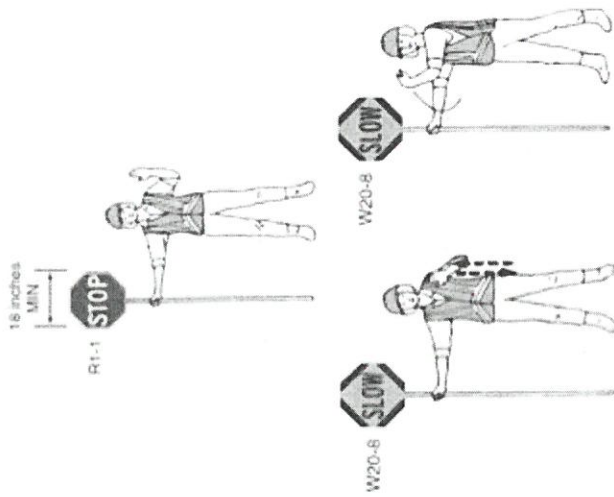


Figure 19 – A Flagger with a STOP/SLOW Paddle

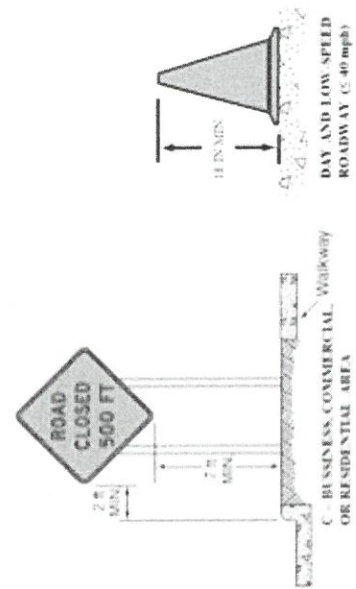


Figure 20 – Street Signs and Channeling Devices Specifications

COUNTY AGENDA REQUEST

Page 37 of 73

Department: Parks & Recreation

Presenter(s): Tim Symonds, Consultant

Meeting Date: Thursday, April 10, 2025

Type of Request: New Business #5

Wording for the Agenda:

Request to enter into intergovernmental agreement with the City of Fayetteville for a permanent easement and connection into City sanitary sewer lines for the Multi-Use Recreation Center project.

Background/History/Details:

The Multi-Use Recreation Center will be constructed at Kiwanis Park on Redwine Road. The site-work is scheduled to start in early May. The design of the sanitary sewer lines calls for a connection into the City of Fayetteville sewer which serves the subdivision behind Patriot Park. The construction of the sanitary sewer line and connection into the City sewer line will be carried out as part of the construction project.

An intergovernmental agreement was drawn up by the County Attorneys and agreed to by the Attorneys representing the City. The IGA was executed by the City of Fayetteville on March 25th, 2025.

What action are you seeking from the Board of Commissioners?

Approval to enter into intergovernmental agreement for a permanent easement and connection into the City of Fayetteville sanitary sewer lines for the Multi-Use Recreation Center.

If this item requires funding, please describe:

Not Applicable

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

If so, when?

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

Backup Provided with Request? Yes

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

Approved by Finance Yes

Reviewed by Legal

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

CITY OF FAYETTEVILLE

COUNTY OF FAYETTE

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2025, between the CITY OF FAYETTEVILLE, a municipality duly incorporated in the State of Georgia, acting by and through its duly elected Mayor and City Council, hereinafter referred to as the “City”, and FAYETTE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, hereinafter referred to as the “County”, for the provision of sanitary sewer services.

W I T N E S S E T H:

WHEREAS, the County owns certain property (hereinafter referred to as the “County Property”) by Warranty Deed dated _____, and recorded in Deed Book _____, Pages _____, in the records of the Clerk of Fayette County, and comprised of approximately _____ acres +/-, being described by legal metes and bounds in that document attached hereto as Exhibit “A” and incorporated herein by such reference; and,

WHEREAS, the County intends to construct a multi-use recreational building on a portion of the County Property (hereinafter referred to as the “Facility”) and to continue using the remainder of the County Property as a park; and

WHEREAS, use of the Facility by the County for its intended purposes will require access to sanitary sewer services; and

WHEREAS, the City maintains a sanitary sewer system that provides sewage disposal and treatment services to the citizens and entities within the municipal limits of the City; and

WHEREAS, although the County Property is located outside the municipal limits of the City, the City and County both agree that it is in the best interests of the citizens of both entities that the County Property be connected to the City's sanitary sewer system; and

WHEREAS, the City owns certain property (hereinafter referred to as the "City Property") by Warranty Deed dated _____, and recorded in Deed Book _____, Pages _____, in the records of the Clerk of Fayette County, and comprised of approximately _____ acres +/-, being described by legal metes and bounds in that document attached hereto as Exhibit "B" and incorporated herein by such reference; and

WHEREAS, there is located on the City Property a sanitary sewer manhole that provides a reasonable means to access the City's sanitary sewer system from the County Property; and

WHEREAS, the County desires, and the City desires to permit, a connection from the sanitary sewer manhole on the City Property to the County Property; and

WHEREAS, the County desires to, and the City desires to permit, access the City's sanitary sewer for the disposal and treatment of sewage generated on the County Property.

NOW THEREFORE, for and in consideration of the promises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the County do hereby agree as follows:

Section 1. Legal Authority.

1.1 This Agreement shall constitute a binding, legal contract between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. Each of the parties herein covenants that it has the requisite legal authority to provide the services, perform the functions, and

otherwise do all things necessary, convenient, and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication.

Section 2. Obligations of City.

2.1 The City shall grant and convey to the County a permanent sanitary sewer easement (hereinafter the “Easement”), the form of which is attached hereto as Exhibit “C” and incorporated herein by such reference, for the purpose of the County’s construction of a force main from the lift station located on the County Property to the sanitary sewer manhole located on the City Property. Said Easement shall include all that area depicted on the Easement Plat attached hereto as Exhibit “D” and described by legal metes and bounds in that document attached hereto as Exhibit “E”, both of which are incorporated herein by such reference.

2.2 The City shall set aside and provide sewer capacity and disposal services to the County for the benefit of the County Property in exchange for the payments set forth in this Agreement.

2.3 The City shall permit the County to connect the County Property to the City’s sanitary sewer system using the force main and sanitary sewer manhole described in 2.1 above. The City will waive any sewer tap fees associated with such connection.

2.4 The City shall allow the County to pump sewage from the County Property to the City’s sanitary sewer system for disposal and treatment.

2.5 The City shall charge the County the City’s current sewer rate for residential customers, as the same may be changed from time to time, based on the volume of metered water consumption per month per the account(s) associated with the County Property. As water service to the County Property will be provided by the County, the

volume of metered water consumption shall be determined from the County's utility records.

Section 3. Obligations of County.

3.1 The County shall install and maintain, at no cost to the City, a force main from the lift station located on the County Property to the sanitary sewer manhole located on the City Property. Said lift station shall be installed, owned, operated and maintained by the County, at no cost to the City.

3.2 The County shall set up an account in the name of the County with the City for sewer services to the County Property. Based on monthly meter readings for water consumption, the County shall timely pay to the City the City's current sewer rate for residential customers, as the same may be changed from time to time, on its account with the City. Payment shall be made within thirty (30) days of receipt of an invoice from the City.

3.4 The provisions of this Agreement are for the benefit of the County Property only, and at no time shall the County permit the transfer of any sewage from any property other than the County Property to the City's sanitary sewer system using sewer lines located on the County Property, except as agreed to in writing by the City and the County. Further, the County shall not allow for any additional connections to the City's sanitary sewer system or to the County's force main.

Section 4. Consideration.

4.1 The parties hereto acknowledge, consent and agree that the term hereof have been entered into in exchange for good and valuable consideration between the parties.

Section 5. Representations and Warranties.

5.1 The parties hereto represent and warrant that each party has full power, authority and legal right to execute and perform this Agreement and has taken all necessary actions to authorize the execution and performance of this Agreement. This Agreement accurately references the legal, valid and binding obligations of each party.

5.2 Each party shall act in good faith to give effect to the intent of this Agreement and shall take actions necessary or convenient to consummate the purpose and subject matter of this Agreement.

Section 6. Failure to Pay.

6.1 In the event of any failure to pay the amounts due under this Agreement, interest shall automatically accrue on such delinquent amount from the date such payment is due until full payment of such delinquent amount and accrued interest thereon is made.

Interest shall be calculated at rate of one (1%) per month based upon the total number of calendar days during which delinquent amount remains unpaid, including the original due date of the delinquent payment and excluding the day on which the amount (including accrued interest) is paid in full.

Section 7. Notice.

7.1 Any notice or communication required or permitted in accord with the terms hereof shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address listed herein or to such other address as a party may furnish in

writing. The notice shall be deemed received when delivered or signed for or on the third day after mailing if not signed as received.

City of Fayetteville:

Fayette County:

Mayor and Council of Fayetteville
ATTN: City Manager
210 Stonewall Avenue West
Fayetteville, Georgia 30214

Board of Commissioners of Fayette County
ATTN: County Administrator
140 Stonewall Avenue West, Suite 100
Fayetteville, Georgia 30214

Section 8. Assignment.

8.1 Neither party may assign or transfer this Agreement without prior written consent of the other party.

Section 9. Entire Agreement.

9.1 The contents hereof contain the entire agreement between the parties regarding the subject matter of this Agreement.

Section 10. Governing Law and Severability.

10.1 This Agreement shall be construed and interpreted in accordance with Georgia law.

10.2 If any sentence, phrase, provision, portion or clause of this Agreement should at any time be declared or adjudged invalid, unlawful, unconstitutional or unenforceable for any reason, said adjudication or declaration shall in no manner or way affect the other sentences, phrases, provisions, portions or clauses hereof, and all remaining portions shall remain in full force and effect.

Section 11. Non-Waiver.

11.1 The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.


[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed under seals as of the day and year first above written.

(SEAL)



Attest:


Chelsea Siemen, City Clerk

(SEAL)

MAYOR AND COUNCIL FOR
CITY OF FAYETTEVILLE, GEORGIA

By: 
EDWARD JOHNSON, MAYOR

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY, GEORGIA

By: _____
LEE HEARN, CHAIRMAN

Attest:

Tameca P. Smith, County Clerk

COUNTY AGENDA REQUEST

Page 46 of 73

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to award Contract #2018-P, Task Order #51 to Pond & Company for a Not to Exceed (NTE) amount of \$228,907.00 for full design and engineering of Phase II Building and site plans for the Animal Shelter (R23AF).

Background/History/Details:

The Animal Control project Phase II (R23AF Walking Trails and Livestock Building) was approved as part of the 2023 SPLOST with an initial budget of \$500k. The Board approved a reallocation of SPLOST funds on June 13, 2024 and on February 13, 2025, which allocated an additional \$1.7M to the project.

A conceptual floor plan—including elevations, materials, and a site plan layout was developed and subsequently approved by the Board of Commissioners on February 13, 2025. This plan will serve as the foundation for the for design and development of Phase II.

What action are you seeking from the Board of Commissioners?

Approval to award Contract #2018-P, Task Order #51 to Pond & Company for a Not to Exceed (NTE) amount of \$228,907.00 for full design and engineering of Phase II Building and site plans for the Animal Shelter (R23AF).

If this item requires funding, please describe:

Funding for this request is available in 2023 SPLOST project R23AF.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



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

To: Steve Rapson

Through: Ted L. Burgess 

From: Colette Cobb 

Date: April 2, 2025

**Subject: Contract #2018-P: Public Works Engineer of Record
 Task Order #51: FCAS Phase II Design**

Fayette County entered into an Engineer of Record contract with Pond & Company to provide various engineering services for Public Works. The county has requested the full design and engineering of the Phase II Building and site plan.

The work in this proposal will consist of a 30% schematic design, 60% design development, 90% and 100% Construction Documents, and bid document preparation and assistance. Pond, along with their subconsultants (if applicable), will provide the services necessary in completing the tasks as described in the attached quote (Attachment 1) for the following amount.

Task I Schematic Design – 30%	\$ 30,274.00
Task II Design Development – 60%	60,908.00
Task III Construction Documents & Permitting – 90%-100%	128,807.00
Task IV Bidding Assistance	<u>8,918.00</u>
Task Order NTE Amount	\$228,907.00

Specifics of the proposed Task Order are as follows:

Contract Name	#2018-P: Public Works Engineer of Record
Task Order	#51: FCAS Phase II Design
Contractor	Pond & Company
TO Not to Exceed Amt.	\$228,907.00
Budget:	

Fund	327	2023 SPLOST
Org Code	30910	Animal Control
Object	541210	Other Improvements
Project	R23AF	Walking Trails and Livestock Bldg.
Available	\$2,151,133.31	As of 4/2/2025

March 24, 2025

Steven Rapson, County Manager
Fayette County
140 Stonewall Avenue West, Suite 100
Fayetteville, Georgia 30214

Re: FCAS Phase II Building Design – TO #51 under Contract #2018P

Pond & Company (Pond) welcomes the opportunity to continue collaborating with Fayette County (County) on Phase II of the Fayette County Animal Shelter. It is our understanding that the County would like to proceed with the full design and engineering of the Phase II Building and site plan. The conceptual floorplan, elevations, materials, and site plan layout approved by the Board of Commissioners on February 13th (Exhibit A) will serve as the basis for design.

The proposed scope is as follows:

Task 1: 30% Schematic Design

- Pond will schedule a virtual kickoff meeting with the County to discuss the project scope and review the proposed floorplans, elevations, and site plan shown in Exhibit A.
- Pond will advance the BOC-approved building floorplan and elevations shown in Exhibit A to a 30% design level.
- These documents will include:
 - Site Plan Set:
 - Technical site plan
 - Preliminary grading & drainage plan
 - Preliminary stormwater management calculations
 - Proposed landscape palette
 - Building Plan Set
 - Technical Floorplan
 - Technical Elevations
 - Preliminary ventilation approach
 - Preliminary radiant heat approach
- Pond will provide these drawings to the County for review and feedback.
 - Note: This proposal assumes the County will provide feedback on the 30% set within 2 weeks of the submittal.
- Pond will schedule a virtual meeting to review County comments of the 30% set.
- Upon receipt of County comments related to the 30% Plan set and notice to proceed, Pond will move into Task 2: Design Development.
- Deliverables:
 - Meeting Minutes (PDF)
 - Virtual Meetings: Two
 - 30% Site Plan Set: 22"x34" PDF
 - 30% Architectural Set: 22"x34" PDF

Task 2: 60% Design Development

- Pond will incorporate in-scope comments from the 30% plan set and submit 60% design development documents to the County Project Manager for review and comment. These documents shall include:

- Site Plan:
 - Cover Sheet with Location/vicinity Maps
 - Index Sheet, General notes, Abbreviations and Legends
 - Site Demolition Plan (as applicable)
 - Site Layout Plan
 - Grading, Drainage, and Utility Plan
 - In-progress Site Construction Details
 - Preliminary Landscape Planting Plan – inclusive of tree locations and sod vs planting bed locations.
 - Preliminary Electrical site lighting / power plans (fixture locations, model specs, and identification of power source only at this stage).
 - Preliminary Stormwater Management Plan, including storm drainage profiles, preliminary calculations for stormwater detention/water quality measures
 - Specifications (MasterSpec) Table of Contents of all proposed spec sections to be included in final documents
- Architectural design for the new building. Deliverables include:
 - Cover Sheet
 - General Notes, Legend, and Abbreviations
 - Life Safety Plan
 - Floor Plan
 - Reflected Ceiling Plan
 - Roof Plan
 - Exterior Elevations
 - Structural Engineering details and calculations to support the architectural design for the new building.
 - Preliminary MEP plans for new building (fixture locations and model specs only at this stage).
 - Preliminary site utility tie-in information.
 - Specifications (MasterSpec) Table of Contents of all proposed spec sections to be included in final documents
- Pond will meet with the County to review comments, document client decisions, and gain approval prior to proceeding to 90% construction documents.
 - Note: this proposal assumes the County will provide feedback and comments related to the 60% plan set within 2 weeks of submittal receipt.
- Pond will send the 60% Design Development Set to a third-party cost estimator prior to developing the 90% Construction Document Set.
- This task includes one additional, virtual meeting, with the County to discuss plan development progress if desired.
- Deliverables:
 - Meeting Minutes (PDF)
 - Virtual Meetings: Two
 - 60% Site Plan Set: 22"x34" PDF
 - 60% Architectural Set: 22"x34" PDF
 - 60% Opinion of Probable Cost (PDF)

Task 3: 90% and 100% Construction Documents

- Pond shall submit 90% plan set to the County for review and comment. These documents shall be permit review ready and include:

- Site Plan Set:
 - Cover Sheet with Location/vicinity Maps
 - Index Sheet, General notes, Abbreviations and Legends
 - Site Demolition Plan
 - Site Layout Plan
 - Grading, Drainage, and Utility Plan
 - Site Construction Details
 - Landscape Planting Plans and details
 - Delegated irrigation plan (if desired)
 - Electrical site lighting / power plans
 - Stormwater Management Plan, including storm drainage profiles, calculations for stormwater detention/water quality measures - a final stormwater management analysis and report (aka Hydrology Report) to meet the County & GSWCC Bluebook requirements.
 - Erosion Sedimentation and Pollution Control Plans (3 Phase per NPDES permit)
 - Final specifications (MasterSpec).
 - Prepare draft NOI, to be completed by the County.
- Final Architectural design for the new building. Deliverables include:
 - Cover Sheet
 - General Notes, Legend, and Abbreviations
 - Life Safety Plan
 - Floor Plan
 - Reflected Ceiling Plan
 - Roof Plan
 - Exterior Elevations
 - Building and Wall Sections
 - Details
 - Finishes Schedule
 - Structural Notes
 - Foundation Plan
 - Structural/Framing Details and calculations to support the architectural design for the building.
 - MEP Plans and Details associated with the building.
 - Site utility tie-in
 - Final specifications (MasterSpec).
- The Pond Project Manager will meet with the County Project Manager to review comments, document client decisions, and gain approval to submit plans for permit review.
- Upon receipt of permit review comments from the County, Pond will make revisions to plans that are within the scope of work and resubmit plans to the County for final approval and receipt of the 100% permitted plans.
- This task includes one additional, virtual meeting, with the County to discuss plan development progress if desired. The permit approval time is unknown.

Deliverables

- PDF files of the 90% and 100% plan and specifications
- PDF file of final bid set with specifications
- Up to two, full-size print copies of the PDFs listed above as requested. Plans shall be on 22x34" sheet size.

Task 4: Bid Document Preparation and Assistance

- Pond will assist the County in the preparation of bid documents for the project, including the following:
 - Project specifications as applicable to the scope of work (Masterspec format).
 - Note: the fee for the written specifications is included under previous tasks.
 - Assistance with County standard request for proposal documents (if needed)
- During the bidding process, Pond will perform basic bid assistance services, including:
 - Attendance of one pre-bid meeting (by the Pond project manager and architect of record)
 - Answering contractor requests for information (RFI's) on the plans during the bidding process (by issuing up to two written addendums)

Assumptions / Qualifications / Exclusions:

- See Exhibit A for the Board of Commissioners approved concept plans.
- Construction phase services are not included in this proposal.
- Survey work is not included in this proposal.
- Lightning protection design is included.
- Emergency power design (generator or UPS) is excluded.
- Solar power design is excluded.
- All pavilions/gazebos will be prefabricated structures selected by Pond. No architectural or structural design will be associated with these. All engineering will be provided by others.
- No services have been included for environmental design/coordination associated with wetlands, streams, contaminated soil/groundwater, asbestos, lead based paint, endangered species, etc.
- This proposal does not include analysis of any existing storm sewer system onsite other than the pipe segments immediately downstream of the project sites. It is understood that the capacity of all existing utilities, including storm sewer, is unknown at the time of this proposal and must be verified prior to full design.
- This proposal assumes that all necessary utilities are existing and nearby with sufficient capacity and will not require upgrade or extensions to this site. If it is later discovered that the capacity of the existing utilities is insufficient, this proposal will need to be re-evaluated to include possible off-site scope.
- Coordination with the power utility company is included.
- This proposal assumes there are no sustainability requirements and that a Life-cycle Cost Analysis is not required.
- A Flood Study is not included.
- Permitting shall consist of preparing plans and associated forms/documents for review only. POND shall prepare responses/revise design to address review comments provided by local and state agencies.
- Permitting shall be limited to Fayette County and Peachtree City requirements; buffer variances are excluded.
- All permit, review, or impact fees shall be paid by the County/Client.
- Geotechnical and soils studies and reports are not included.
- Field-run survey of the as-built condition, upon completion of construction of this scope of work, is not included. Contractor shall provide to POND, field-run survey of final as-built conditions for use in developing as-built drawings for County records.

- Any revisions requested by the owner that change the design from that which was approved after acceptance of each design stage milestone, will be considered additional services and require a contract revision.
- Services not specifically included in the proposal, or material changes requested after professional services have commenced, will be considered additional / out of scope services and will be approved via a contract change order prior to commencement of the additional work.
- Though the official scope and fee will need to properly evaluated, should the County wish to reduce the design scope to the “Blue” project limits shown in Exhibit A, the County can expect to save *approximately* **\$38,000.00**. The items that could be removed from the scope include, but are not necessarily limited to:
 - Hardscape path
 - Soft paths
 - Fences and gates
 - Utility lines for water and electric with stubs for future amenities
 - Designated locations for amenities (pavilions/gazebos)
 - Landscaping plan (ground cover, trees, sod/grass, other)
 - Grading and drainage associated with the improvements above

(See next page for fee information)

Fee:

TASK 1 – Schematic Design – 30%	\$30,274.00
TASK 2 – Design Development – 60%	\$60,908.00
TASK 3 – Construction Documents & Permitting – 90%-100%	\$128,807.00
TASK 4 – Bidding Assistance	\$8,918.00

The **Not to Exceed fee** to complete this scope is **\$228,907.00**. It includes professional design services and all project related expenses to complete the scope of work outlined above. Pond will invoice the client monthly on a percent complete basis and will attach progress reports to each invoice.

We are looking forward to working with you all on this project. Thank you for your trust in our firm. Should you find this proposal acceptable, please review and sign below.

Sincerely,



Sydney Thompson, PLA, ASLA, GSWCC Level II
Associate Principal
404.748.4780
thompsons@pondco.com



Matthew Wilder
Vice President Local Government
404.405.4261
WilderM@pondco.com

ACCEPTED BY: *BY SIGNING BELOW THE UNDERSIGNED REPRESENTS THAT HE/SHE IS DULY AUTHORIZED TO EXECUTE THIS BINDING AGREEMENT ON BEHALF OF THE CLIENT.*

Signature: _____ Date: _____

Printed Name & Title: _____

NOTE: SITE PLAN IS CONCEPTUAL. ALL LOCATIONS ARE APPROXIMATE AND SUBJECT TO CHANGE

EXHIBIT A PROJECT LIMITS
+/- 1.7 ACRES

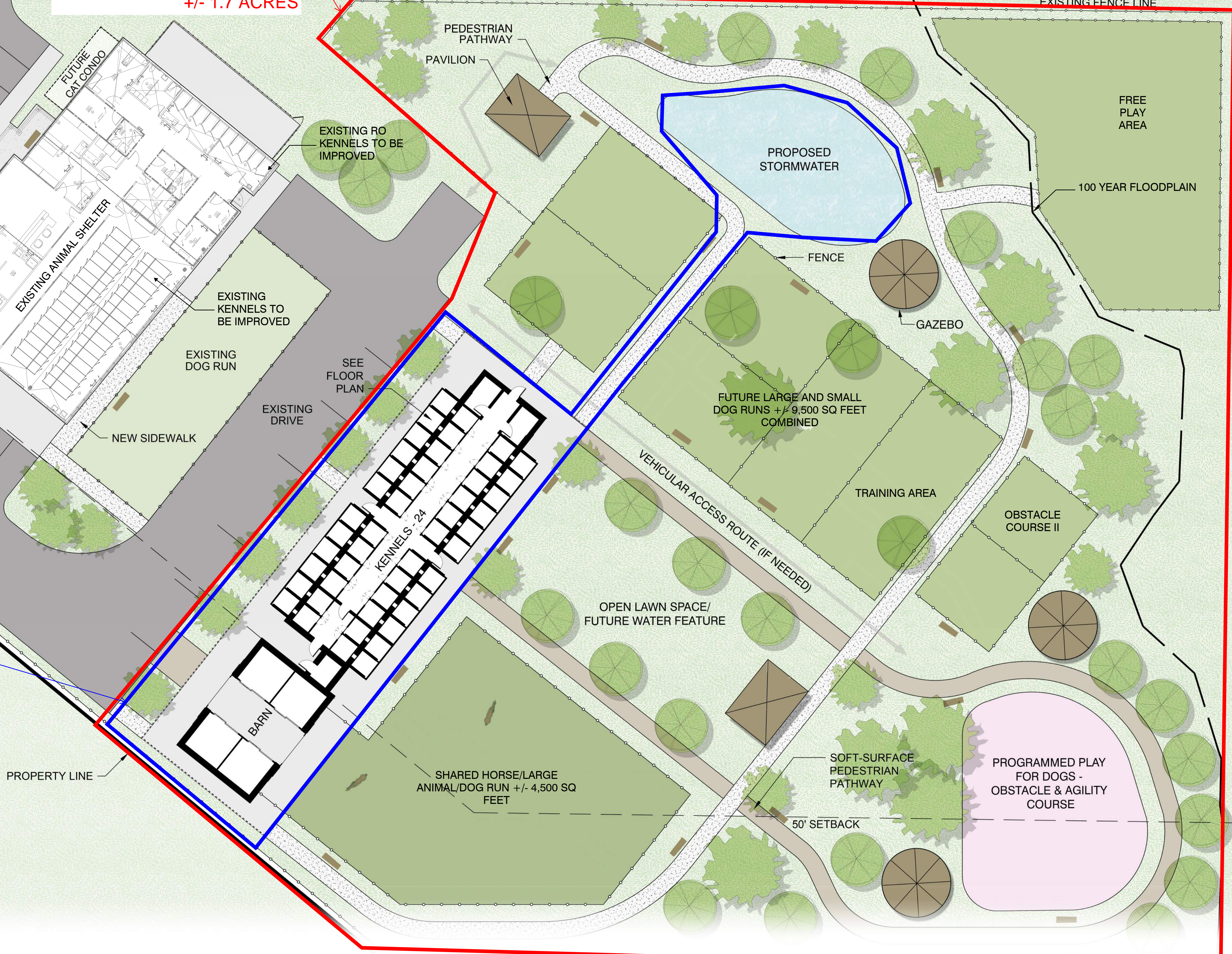
REDUCED SCOPE PROJECT LIMITS
+/- .3 ACRES

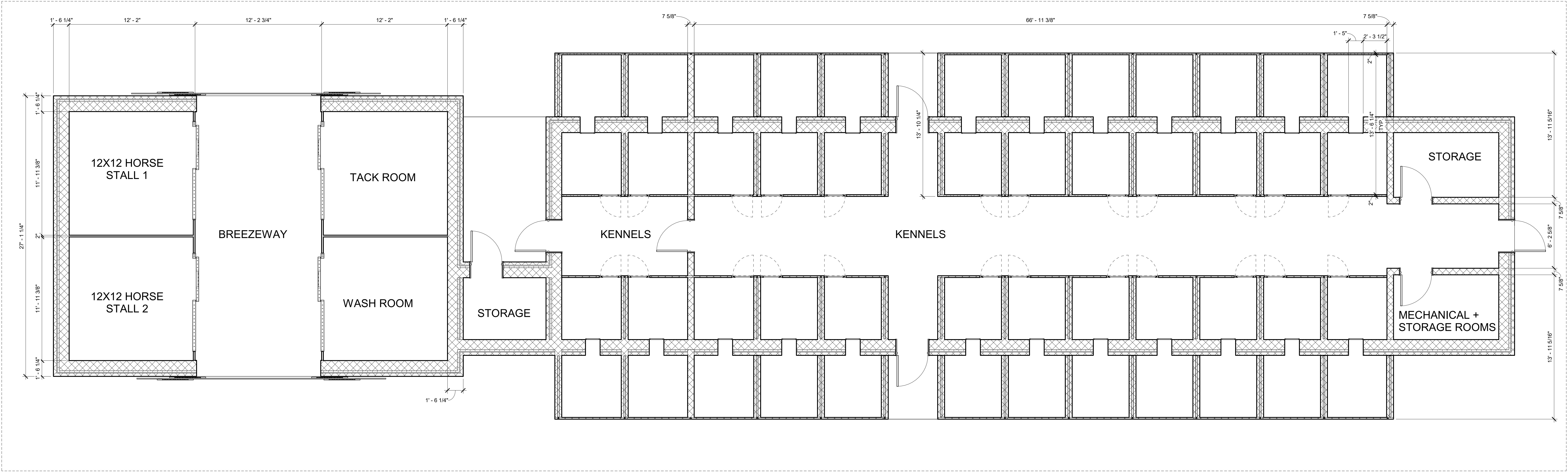
LEGEND

PROPERTY LINE

100 YEAR FLOODPLAIN

PROPERTY LINE





1 FLOOR PLAN
SCALE: 1/4" = 1'-0"

NOTE: BUILDING PLAN IS CONCEPTUAL. DESIGN IS SUBJECT TO CHANGE.

Fayette County Animal Shelter

Phase II Building - Elevations



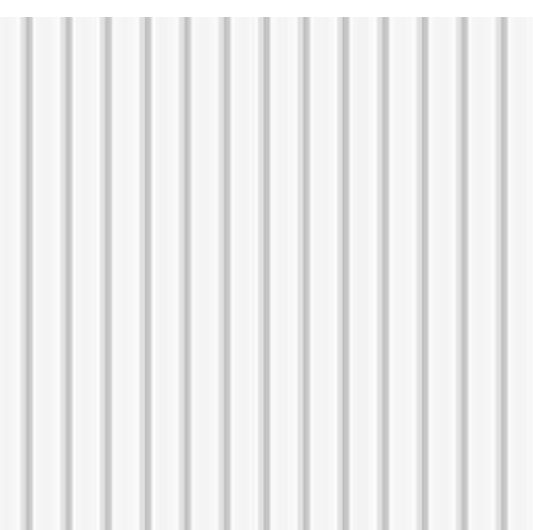
GLAZED CMU (INTERIOR)



STANDING SEAM METAL ROOF



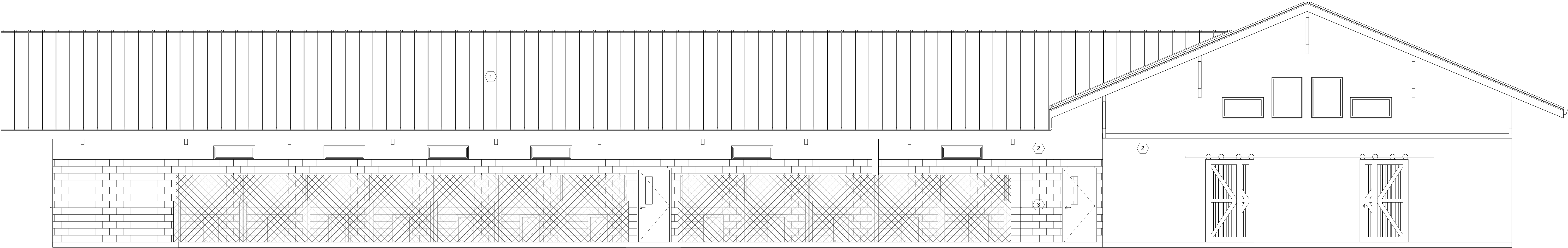
BLACK METALLIC FINISHES



METAL WALL PANEL

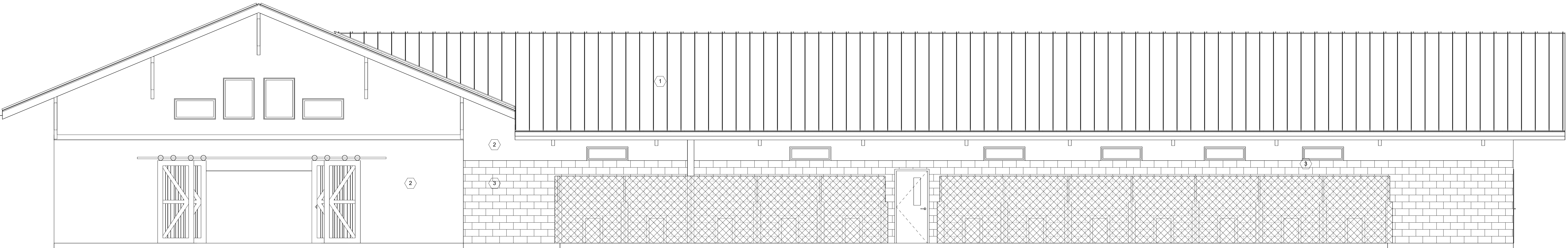


WHITE MASONRY



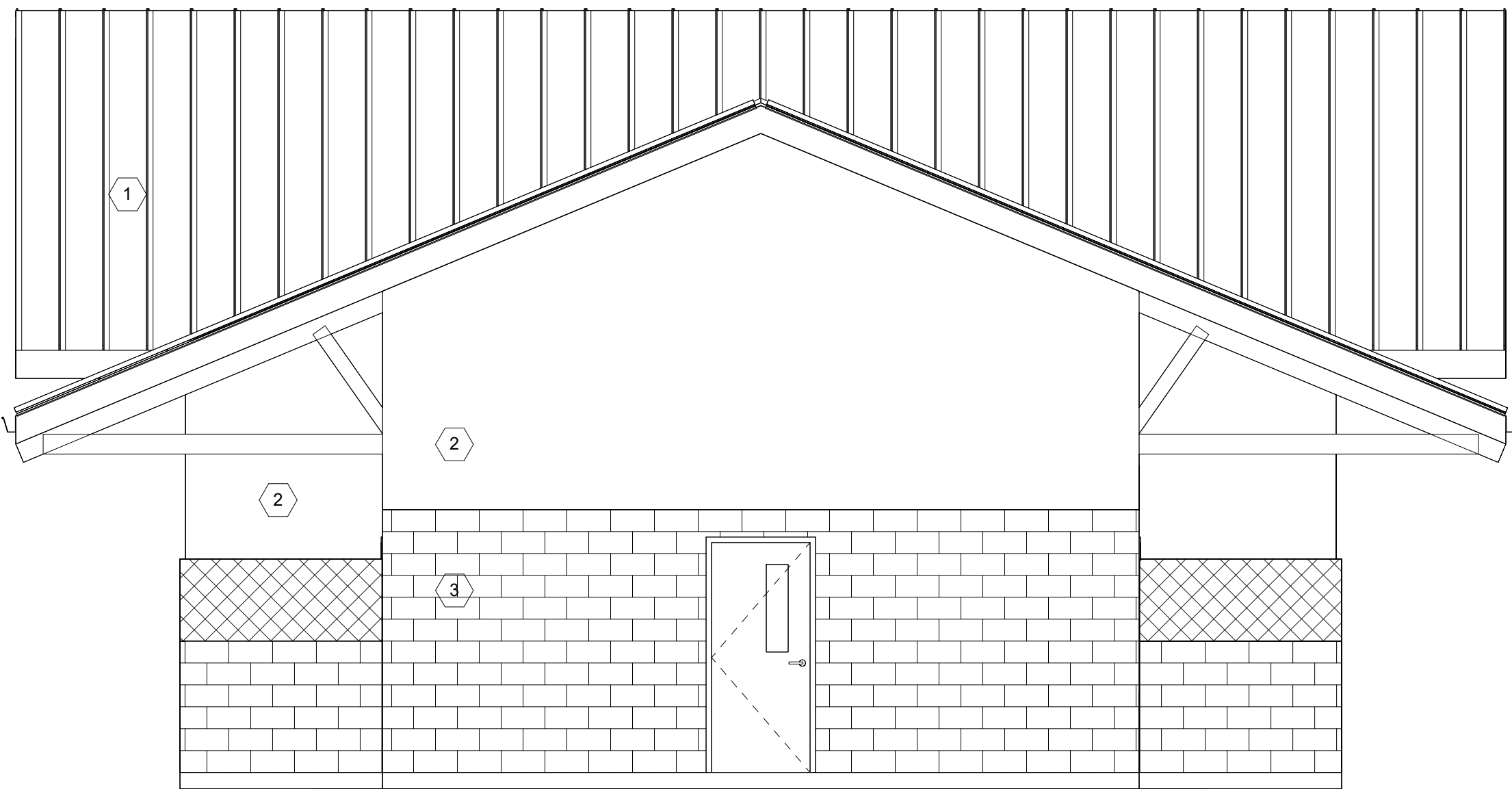
1 NORTH ELEVATION

SCALE: 1/4" = 1'-0"



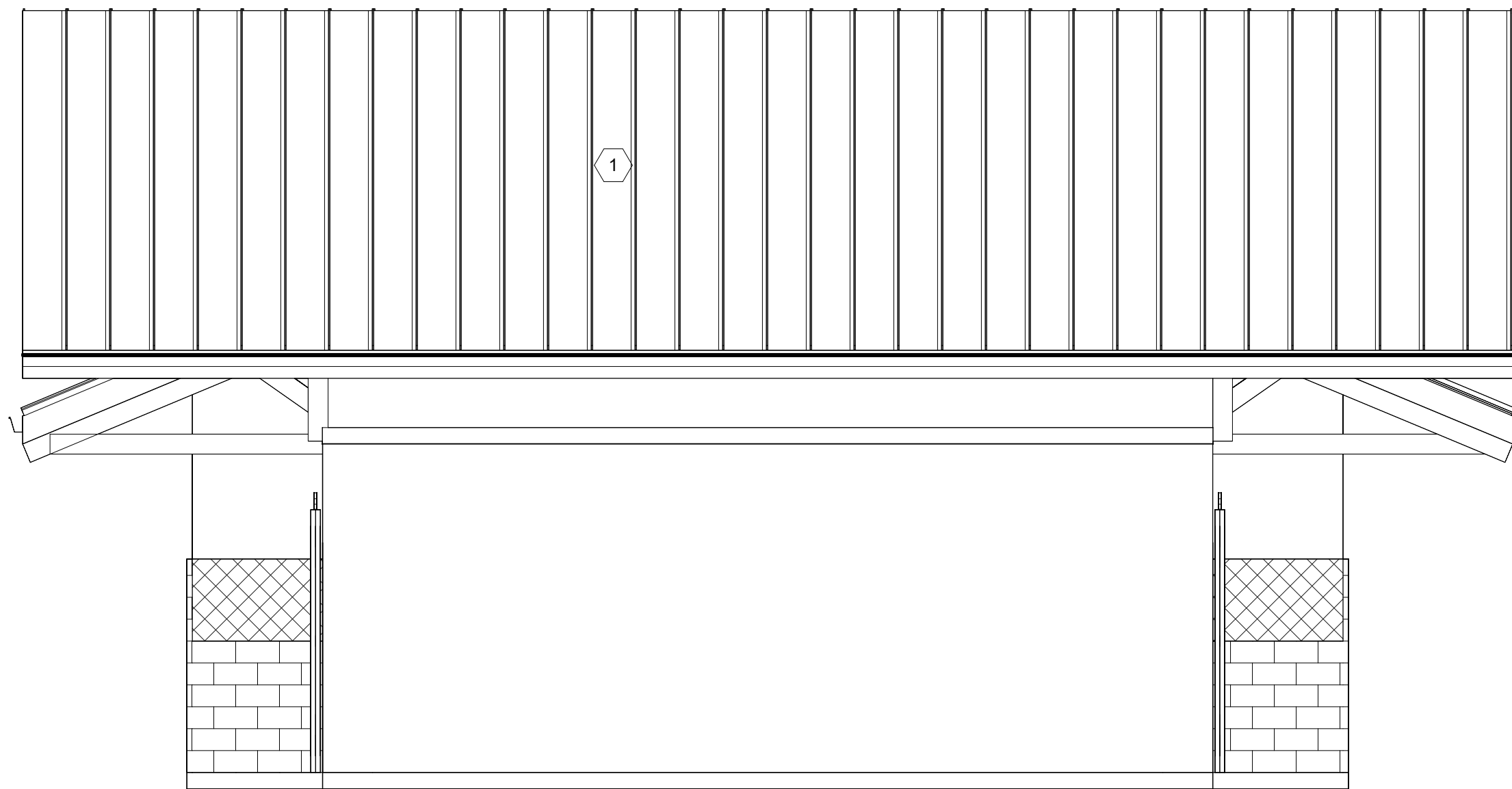
2 SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



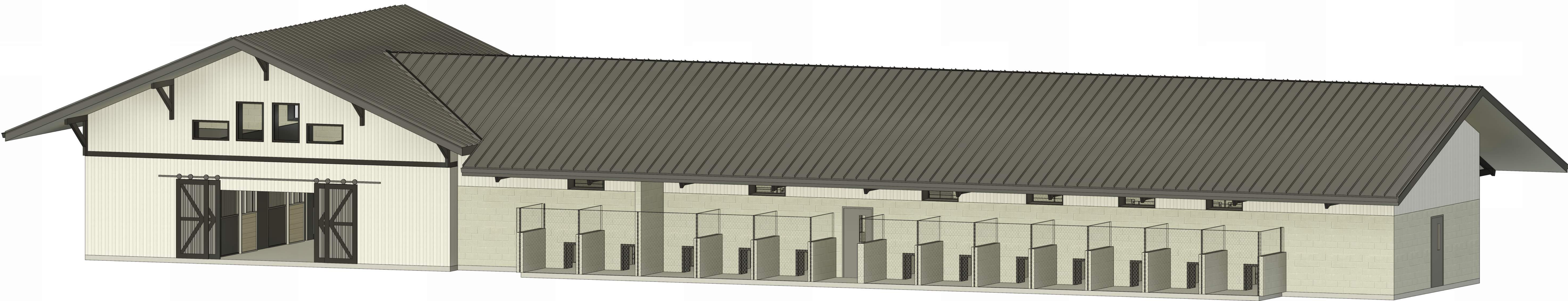
3 EAST ELEVATION

SCALE: 1/4" = 1'-0"



4 WEST ELEVATION

SCALE: 1/4" = 1'-0"



1 3D View
N.T.S

Pavilions



Pavilion - Gable
This is an example of a pavilion style.



Gazebo
This is an example of a gazebo.

Trail



Mulch Path
A trail material option is mulch.



Slate Chip Trail
A trail material option is slate chips.

Kennels



Kennel space
Dogs would have access to green spaces and dog runs.



Interior + Exterior Kennels
The additional kennels will have interior and exterior access for the dogs.

Bioretention



Bioretention - After Rain Event
Water retention with planting.



Bioretention - Dry Condition
Attractive in both wet and dry conditions.

Horse Barn



Horse Run
This illustrates how the project would have a horse run to allow greater movement and freedom for horses.



Horse Barn
This image shows how a black and white color scheme could look for the barn, and is an example of a gable roof barn.

Horse Barn



Horse Barn - Interior Sliding Doors
This illustrates a barn layout, with sliding doors and a central breezeway. Note: the interior of the barn may not feature wood.



Horse Barn Wash Room
This illustrates a wash room layout and features. Note: the interior of the barn may not feature wood.



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

To: Steve Rapson
 Through: Ted L. Burgess *TLB*
 From: Michelle A. Sampson *MAS*
 Date: November 14, 2024
 Subject: **Contract #2468-B: Brooks Baseball Fields #1 and #3 Fencing**

The Purchasing Department issued Invitation to Bid #2468-B to secure a contractor for replacement fencing on Brooks Baseball Fields 1 and 3. Notice of the opportunity was emailed to 21 companies. Another 233 were contacted through the web-based Georgia Procurement Registry, who had registered under the following commodity codes:

- #33013 (Fencing, Chain Link, Including Fabric, Gates, Panels, Posts and Fittings);
- #95108 (Facilities and Other Improvements, Fences); and
- #98815 (Fence Installation, Maintenance and Repair).

The offer was also advertised through Fayette News, Georgia Local Government Access Marketplace, and the county website.

Three companies attended the mandatory Pre-Bid conference on September 9, 2024. Two of those companies submitted bids (Attachment 1).

The Parks and Recreation Department recommends award of the contract to Hasbun Construction, LLC, in the amount of \$122,485.00. Neither of the two alternates is recommended. This company has not contracted with the county in the past, so a contractor performance evaluation is not attached. A positive response from two of their references were received.

Specifics of the proposed contract are as follows:

Contract Name	#2468-B: Brooks Baseball Fields #1 and #3 Fencing	
Contractor	Hasbun Construction, LLC	
Not-to-exceed amount	\$122,485.00	
Budget:		
Fund	375	CIP
Org Code	37560110	Recreation CIP
Object	541210	Other Improvements
Project	256AM	Field Fencing Replacement
Available	\$215,000.00	As of October 18, 2024

Approved by: *[Signature]*



Date: 10/18/24

BID NUMBER: #2468-BNAME: BROOKS BASEBALL FIELDS #1 & #3 FENCINGDUE DATE: 3:00PM, FRIDAY, SEPTEMBER 20, 2024

	Hasbun Construction LLC	West Georgia Custom Fence II LLC
FIELD #1 FENCING, DUGOUTS, AND BACKSTOP REPLACEMENT	\$68,000.00	\$104,314.00
FIELD #3 FENCING, DUGOUTS, AND BACKSTOP REPLACEMENT	\$51,235.00	\$92,011.00
WALL FENCE REPLACEMENT	\$1,750.00	\$1,860.00
BLEACHER COVER REPLACEMENT	\$1,500.00	\$8,500.00
Base Bid	\$122,485.00	\$206,685.00
ALTERNATE BID # 1: FIELD #1 FENCING, DUGOUTS, AND BACKSTOP WITH PAINTED TERMINAL POST	\$63,851.00	\$99,814.00
ALTERNATE BID #2: FIELD #3 FENCING, DUGOUTS, AND BACKSTOP WITH PAINTED TERMINAL POST	\$46,914.00	\$87,511.00



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: November 20, 2024
 Subject: Contract #2491-A: FY25 Roadside Tree Pruning

The Purchasing Department issued Request for Quote #2491-A: FY25 Roadside Tree Pruning to secure a contractor to prune trees along Banks Road, Flat Creek Trail, and Old Ford Road. Notice of the opportunity was emailed to 32 companies. Another 261 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code 51583 (Tree Trimming and Pruning Equipment: Portable, Power Operated, Not Saws), 96888 (Tree and Shrub Removal Services), 98887 (Tree Trimming and Pruning Services, Utility Lines, Energized), and 98888 (Tree Trimming and Pruning Services). The offer was also advertised through Georgia Local Government Access Marketplace and county website.

Five companies submitted quotes (Attachment 1).

The Road Department recommends Jones & Sons Tree Service. A Contractor Performance Evaluation is attached (Attachment 2).

Specifics of the proposed contract are as follows:

Contract Name	#2491-A FY25 Roadside Tree Pruning	
Contractor	Jones & Sons Tree Service	
Not-to-exceed amount	\$57,484.00	
Budget:		
Fund	100	General M&O Fund
Org Code	40220	Road Department
Object	521316	Technical Services
Project	n/a	
Available	\$406,757.61	as of 11/20/2024

Approved by:  Date: 11/20/24

Placed on Administrator's Report? Yes No

Placed on Agenda Dated: _____

TALLY SHEET
RFQ #2491-A FY25 Roadside Tree Pruning
Tuesday, November 12, 2024

Road Name	Miles	Alanis Tree Service LLC	Casey Tree Experts, Inc.	Pro 7 Industries	KSK Landscaping	Jones & Sons Tree Service
		Price	Price	Price	Price	Price
Banks Road	1.58	\$131,266.00	\$64,595.00	\$61,500.00	\$15,800.00	\$14,913.00
Flat Creek Trail	3.06	\$158,266.00	\$184,295.00	\$107,200.00	\$30,600.00	\$28,884.00
Old Ford Road	1.45	\$129,000.00	\$104,995.00	\$55,600.00	\$14,500.00	\$13,687.00
Total Price Quoted		\$418,532.00	\$353,885.00	\$224,300.00	\$60,900.00	\$57,484.00

**FAYETTE COUNTY, GEORGIA
CONTRACTOR PERFORMANCE EVALUATION**

Page 1

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

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Jones and Sons Tree Service	Contract Number: #2355-A
Mailing Address: 1106 Hip Pocket Road	Contract Description or Title: Inman, Lee's Lake and Lester Road Roadside Pruning
City, St, Zip Code: Peachtree City, GA 30269	Contract Term (Dates) From: 2/5/2024 To: 6/30/2024
Phone Number:	Task Order Number:
Cell Number:	Other Reference: 2491-A FY25 Roadside Tree Pruning
E-Mail Address: jonesandsonstreeservice@gmail.com	

DEFINITIONS

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

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

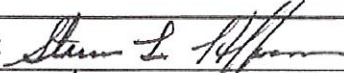
SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

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

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

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


EVALUATED BY


Signature: 	Date of Evaluation: 11/19/2024
Print Name: Steven L. Hoffman	Department/Division: Road
Title: Director	Telephone No: 770-320-6012



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: November 20, 2024

Subject: Contract #2502-A: FY25 Crack Sealing Project

The county continues to use crack sealing to maintain the health of existing county road. To this end the Purchasing Department issued Request for Quote #2502-A to secure a contractor for applying crack sealing on various county roads. Notice of the opportunity was emailed to 12 companies. Another 70 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code #74556 (Joint Sealants: Asphalt, Elastomeric Materials, Glass Filament, Impervious Membranes, Plastic, Rubber), and #74580 (Rubber Asphalt Crack Sealing Compound). The offer was also advertised through Georgia Local Government Access Marketplace and the county website.

Nine companies submitted quotes (Attachment 1).

The Road Department recommends Briggs Brothers Enterprises Corp. This company has not contracted with the county in the past, so a Contractor Performance Evaluation is not available. A positive response from two their references were received.

Specifics of the proposed contract are as follows:

Contract Name	#2502-A FY25 Crack Sealing Project		
Contractor	Briggs Brothers Enterprises Corp.		
Not-to-exceed amount	\$71,001.98		
Budget:			
Fund	100	General M&O Fund	
Org Code	40220	Road Department	
Object	521316	Technical Services	
Project	n/a		
Available	\$477,759.59	as of 11/20/2024	

Approved by:  Date: 11/20/24

Placed on Administrator's Report? Yes No

Placed on Agenda Dated: _____

TALLY SHEET
RFQ #2502-A FY25 Crack Sealing Project
Wednesday, November 13, 2024


Company	Estimated Quantity	Unit Price	Extended Price
Thunder Road	13.35 miles	\$14,850.00	\$198,247.50
One Nation Distribution LLC	13.35 miles	\$9,451.20	\$126,173.52
American Pavement Solutions	13.35 miles	\$9,333.71	\$124,605.00
Deep South Industrial Services, Inc	13.35 miles	\$6,766.85	\$90,337.45
Blount Construction Company Inc.	13.35 miles	\$6,742.88	\$90,017.45
Wall Asphalt Services	13.35 miles	\$6,448.00	\$86,080.80
Remac, Inc	13.35 miles	\$5,947.00	\$79,392.45
Russell Standard	13.35 miles	\$5,575.00	\$74,426.25
Briggs Brothers Enterprises Corp.	13.35 miles	\$5,318.50	\$71,001.98


Administrator's Report: D

**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: October 25, 2024

Subject: Contract #2504-S Starr's Mill School Tunnel CEI Services

On March 23, 2018, the Purchasing Department issued a Request for Proposals #1431-P: Transportation Engineer of Record to secure a contractor for Special Purpose Local Option Sales Tax (SPLOST) projects. Croy Engineering, LLC was awarded the contract. One of the SPLOST projects was the Starr's Mill School Tunnel. The designed for this project was approved by the BOC on the January 9, 2020, agenda.

On October 16, 2024, the Starr's Mill Project was awarded for construction. During the construction phase engineering services such as construction administration support services, observation, inspection and testing as shown in the attached quote (Attachment 1) are required.

The Public Works Department recommends Croy Engineering LLC since they are the original firm for the project. A Contractor Performance Evaluations is attached (Attachment 2).

Specifics of the proposed contract are as follows:

Contract Name	#2504-S Starr's Mill School Tunnel CEI Services		
Contractor	Croy Engineering, LLC		
Contract Amount	\$80,823.00		
Budget:			
Fund	322		2017 SPLOST
Organization Code	32240220		Road SPLOST
Object Code	541210		Other Improvements
Project	17TAI		Starr's Mill School Tunnel
Available Balance	\$532,491.78		As of 10/22/24

Approved by:  Date: 11/4/24

Placed on Administrator's Report? Yes No

Placed on Agenda Dated: _____



**Proposal to Fayette County
for
Contract # 2504-S
Starr's Mill School Tunnel CEI Services**

Submitted to:

Fayette County
Fayette County Georgia Administrative Complex
140 Stonewall Ave. West, Suite 203
Fayetteville, Georgia 30214

Phil Mallon
Email: pmallon@fayettecountyga.gov
Phone: (770) 320-6009

Submitted by:

Croy Engineering
200 Cobb Parkway North
Building 400, Suite 413
Marietta, Georgia 30062

Chris Rideout
Email: crideout@croyengineering.com
Phone: (770) 971-5407

October 24, 2024

A. Introduction

The project is identified in the 2017 Special Purpose Local Option Sales Tax (SPLOST) program for the construction of a cart path, walls, and a box culvert tunnel under Redwine Road. This project is 100% in Fayette County. The construction plans for this tunnel project were prepared by Croy Engineering. Funding for this program is through the SPLOST program. Fayette County Project Number 17TAI

The CEI Services for this project are being performed under Croy Engineering, LLC's (Croy) Starr's Mill School Tunnel CEI Services (#1431-P) contract with Fayette County. Fees for work provided will be charged on a time and material basis and include:

- Construction, Engineering, and Inspection Services; and
- Material Testing.

B. Scope of Work

Croy's scope of work for this Contract includes the items described below.

Task 1. Construction Engineering and Inspection (CEI) services

Croy will provide construction management and CEI services for construction of this project. The following tasks are included:

Construction Administration Support Services

- Conduct and attend pre-construction meeting
- Review and coordinate with County to respond to contractor RFI's
- Review and coordinate with County to respond to shop drawings, material submittals, and Contract interpretations and clarifications
- Attend substantial completion inspection with County to generate a punch list
- Attend final inspection to determine punch list has been completed in accordance with Contract Documents
- Construction Manager will attend up to three (3) site visits, as requested by Fayette County

Construction Observation, Inspection, and Testing

- Conduct weekly site inspections during the tunnel and/or wall construction to ensure work is generally completed in accordance with the Contract Documents (up to 8 site visits)
- Prepare site visit observation reports for each visit recording activity at the site and progress of the work with photos
- Inspect the initial temporary traffic control measures (1 site visit)
- Assist with verifying quantities and review/certify monthly contractor pay applications (up to 9 site visits)
- Coordinate the scheduling of material testing services with the geotechnical companies
- Review material testing reports and coordinate any deficiencies with the Contractor
- Construction Materials Testing
 - Subgrade Evaluations and Soil Density Testing (up to 28 trips)
 - Cast-In-Place Concrete Testing: sample and test structurally significant concrete (tunnel & wall concrete); slump, air content, temperature, compressive strength, etc., observation of reinforcing steel (up to 15 trips)
 - Asphalt Testing: GAB Field density testing, subgrade evaluations, and pavement installation observation for cart path (up to 10 trips)

Deliverables: Site Visit Reports, Approved Contractor Pay Applications, Material Testing reports, and Final Punch List.

C. Project Cost

Croy’s project cost for the scope of work defined herein is \$80,823 and is based on the tasks and the number of requested site visits detailed in the Scope of Work. This work will be completed as an hourly not to exceed fee project. Invoicing will be progressive and will be submitted monthly for work completed to date less previous payments.

Sub-Task	Duration of Construction (Weeks)	CEI Budget (Croy)	Testing (GeoHydro)	Total
Construction Administration Support Services	39	\$18,240	\$0	\$18,240
Construction Observation, Inspection, and Testing	39	\$23,520	\$39,063	\$62,583
PROJECT TOTALS	39	\$41,760	\$39,063	\$80,823

Croy shall track charges cumulatively against the NTE value. It is anticipated that county staff will assist with supplementing the inspection efforts for this project. Additional funds may be requested if the project site visits exceed the number of requested site visits detailed in the Scope of Work and/or if County staff are not available to assist as anticipated.

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

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

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: CROY ENGINEERING, LLC	Contract Number: 1431-P
Mailing Address: 200 NORTH COBB PKWY, BUILDING 400, SUITE 413	Contract Description or Title: Transportation Engineer of Record
City, St, Zip Code: MARIETTA, GA 30062	Contract Term (Dates) From: 3/23/2018 To: 6/30/2021
Phone Number: 770-971-5407	Task Order Number: #48 Brogden & New Hope Roads Roundabout CEI Services
Cell Number:	Other Reference: Contract 2504-S Starr's Mill School Tunnel CEI Services
E-Mail Address: CRIDEOUT@croyengineering.com	

DEFINITIONS

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

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

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

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

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

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

EVALUATED BY

Signature: <i>Courtney Hassenzahl</i>	Date of Evaluation: 10/24/2024
Print Name: Courtney Hassenzahl	Department/Division: Environmental Management
Title: Asst. Director	Telephone No: 770-305-5410

[illegible][illegible]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America 100 Galleria Parkway Suite 600 Atlanta, GA 30339	CONTACT NAME: Lisa Frady PHONE (A/C, No, Ext): (770) 250-0161 FAX (A/C, No): (678) 919-1151 E-MAIL ADDRESS: Lisa.Frady@ioausa.com														
INSURED Croy Engineering, LLC 200 Cobb Parkway N Building 400, Suite 413 Marietta, GA 30062	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Travelers Property Casualty Company of America</td><td>25674</td></tr><tr><td>INSURER B : The Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td>INSURER C : Travelers Casualty and Surety Company</td><td>19038</td></tr><tr><td>INSURER D : Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Casualty Company of America	25674	INSURER B : The Charter Oak Fire Insurance Company	25615	INSURER C : Travelers Casualty and Surety Company	19038	INSURER D : Continental Casualty Company	20443	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6804J00013A	5/5/2024	5/5/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA7R560681	5/5/2024	5/5/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP4J004902	5/5/2024	5/5/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB4J00574A	5/5/2024	5/5/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.			AEH288324355	5/5/2024	5/5/2025	Per Claim \$ 5,000,000
D	Claims-Made			AEH288324355	5/5/2024	5/5/2025	Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract 2504-S: Starr's Mill School Tunnel CEI Services - Notice of Award

CERTIFICATE HOLDER

CANCELLATION

CERTIFICATE HOLDER Fayette County, Georgia 140 Stonewall Avenue West, Suite 203 Fayetteville, GA 30214	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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