

## BOARD OF COUNTY COMMISSIONERS

Eric Maxwell, Chairman  
Randy Ognio, Vice Chairman  
Steve Brown  
Charles W. Oddo  
Charles D. Rousseau

## FAYETTE COUNTY, GEORGIA

Steve Rapson, County Administrator  
Dennis A. Davenport, County Attorney  
Tameca P. White, County Clerk



140 Stonewall Avenue West  
Public Meeting Room  
Fayetteville, GA 30214

## AGENDA

February 9, 2017  
7:00 p.m.

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Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month at 7:00 p.m.

### Call to Order

Invocation by Commissioner Charles Oddo  
Pledge of Allegiance

### Acceptance of Agenda

### PROCLAMATION/RECOGNITION:

1. Proclamation honoring the 50th wedding anniversary of John and Brenda Lynch. (page 3)
2. Proclamations in appreciation of the service of elected officials from Fayette County in honor of Black History Month. (page 4)
3. Proclamations in appreciation of Georgia House Representatives John Yates and Matt Ramsey for their service and dedication to Fayette County. (page 5)
4. Recognition of employees from 911/ Fire & Emergency Services for their efforts in the successful resuscitation of Mr. Lewis Harper from cardiac arrest. (page 6)

### PUBLIC HEARING:

### CONSENT AGENDA:

5. Approval of staff recommendation to accept a settlement in the amount of \$1,027.00 for property damage resulting from a motor vehicle collision that occurred on October 26, 2016 and to execute property damage release claim #16-31-05812. (pages 7-22)
6. Approval of a Memorandum of Understanding (MOU) between the Georgia Department of Transportation (GDOT) and Fayette County for the right-of-way (ROW) acquisition phase of the Redwine Road Multi-Use Path Project (GDOT PI 0012624, ARC FA-352, County 5220B). (pages 23-48)
7. Approval of staff's recommendation to add River Park Phase II subdivision to Fayette County's Street Light Program. (pages 49-51)
8. Approval of staff's recommendation to award Contract #1221-P to CH2M Hill Engineers, Inc., to serve as Engineer of Record for the Water System for the period ending June 30, 2018, and with provisions for two one-year renewals, in amounts to be determined by each task order as assigned. (pages 52-58)
9. Approval of the January 26, 2017 Board of Commissioners Meeting Minutes. (pages 59-69)

**OLD BUSINESS:**

10. Consideration of the approval of the wording for the monument at the Kenwood Park Monument and Memorial Garden Honoring Commissioner Pota Estel Coston. (pages 70-75)
11. Approval of the draft contract between the Georgia Department of Transportation and Fayette County for the SR 74 Corridor Study (GDOT PI # 0015076 / ARC Project No. FA-357). This item was tabled at the January 12, 2017 Board of Commissioners meeting. (pages 76-115)
12. Consideration of Commissioner Brown's request to allow a van pool to be utilized in a county parking lot for physical disabled Fayette County residents. This item was tabled at the December 8, 2016 Board of Commissioners meeting. (pages 116-130)

**NEW BUSINESS:**

13. Consideration of approval of Resolution 2017-04; to call for a referendum regarding the imposition of a Special Purpose Local Option Sales Tax (SPLOST) within the special district encompassing Fayette County. (pages 131-138)
14. Presentation by Brandy Crawford, representing Mobilitie, concerning the placement of small cell facility towers in the County's right-of-way. (pages 139-156)
15. Consideration of a request to pave a gravel section of Swanson Road (approximately 3,200 ft), located between Ellison Road and Adams Road. (pages 157-164)
16. Consideration of Commissioner Brown's request to approve Resolution 2017-05 to appeal on behalf of the people of Fayette County to preserve the historical integrity of Starr's Mill in relation to bridge construction on State Route 85. (pages 165-188)

**PUBLIC COMMENT:**

**ADMINISTRATOR'S REPORTS:**

- A. Contract #1247-N: Security Cameras for McCurry Park (page 189)

**ATTORNEY'S REPORTS:**

**COMMISSIONERS' REPORTS:**

**EXECUTIVE SESSION:**

**ADJOURNMENT:**



# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Proclamation honoring the 50th wedding anniversary of John and Brenda Lynch.

**Background/History/Details:**

Mr. and Mrs. Lynch were both raised in Fayette County. They represent seven generations of Fayette countians. Mr. Lynch is the Fayetteville City Historian and educated citizens and students as curator of the Holiday Dorsey Fife House and he was a recent inductee in the Fayette County High School Hall of Fame as a Distinguished Alumni. Mrs. Lynch dedicated 30 years of her career to the children of Fayette County as a school bus driver while raising their two daughters. She currently works in the transportation office.

Fayette County is please to honor the wedding anniversaries of John and Brenda Lynch.

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

Proclamation honoring the 50th wedding anniversary of John and Brenda Lynch.

**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:**

This request is a continuation of the Board of Commissioners recognizing residents of Fayette County that have or are celebrating a milestone wedding anniversary.

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Proclamations in appreciation of the service of elected officials from Fayette County in honor of Black History Month.

**Background/History/Details:**

The Board of Commissioners recognizes:  
  
Mayor Edward "Ed" Johnson, City of Fayetteville  
State Representative Virgil Fludd, District 64  
State Representative Ronnie Mabra Jr., District 63  
Commissioner Pota Coston (Posthumous), Fayette County Commissioner  
Chief Magistrate Judge Charles "Chuck" Floyd (Posthumous), Fayette County  
State Senator Valencia Seay, District 34

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

Proclamations in appreciation of the service of elected officials from Fayette County in honor of Black History Month.

**If this item requires funding, please describe:**

Has this request been considered within the past two years?

If so, when?

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

Backup Provided with Request?

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Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Proclamations in appreciation of Georgia House Representatives John Yates and Matt Ramsey for their service and dedication to Fayette County.

**Background/History/Details:**

The Board of Commissioners recognizes Representative John Yates for his tenure and service to Fayette County. Mr. Yates lives in Griffin, Georgia and during his tenure serviced as the representative for portions of Fayette County.

The Board of Commissioners recognizes Fayette County resident, Representative Matt Ramsey for his tenure and service to Fayette County. Mr. Ramsey currently practices law in Fayette County and is a partner with Warner, Hooper and Ramsey, P.C. in Peachtree City.

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

Proclamations in appreciation of Georgia House Representatives John Yates and Matt Ramsey for their service and dedication to Fayette County.

**If this item requires funding, please describe:**

Has this request been considered within the past two years?

If so, when?

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

Backup Provided with Request?

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Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Recognition of employees from 911/ Fire & Emergency Services for their efforts in the successful resuscitation of Mr. Lewis Harper from cardiac arrest.

**Background/History/Details:**

On December 18, 2016, Mr. Lewis Harper suffered a cardiac arrest at his home in south Fayette County. At 4:47 p.m. his wife dialed 911 and was given instructions as to the next actions to take by the 911 Supervisor. These instructions called for him to be removed to the floor and CPR (cardiopulmonary resuscitation) started. When she was not able to remove him from the chair, the 911 Supervisor continued CPR instructions with Mr. Harper still in the chair.

At 4:52 p.m. Fire & Emergency Services units arrived and found Mr. Harper was pulseless and not breathing. He was removed from the chair and placed on the floor. He was shocked one time via an AED (Automatic External Defibrillator) followed by the continuation of CPR. Upon the next assessment Mr. Harper had a return of pulse/circulation and during transport the breathing tube that was placed on the scene was removed and Mr. Harper began to communicate with the personnel transporting him.

Mr. Harper was successfully resuscitated due to the actions of a number of people. First, his wife by her early recognition of his condition and her CPR prior to arrival of emergency personnel. Next, the actions of the 911 Supervisor in her detailed instructions of CPR. Finally, the Fire & Emergency Services personnel for early defibrillation and the continuation of effective CPR and supportive care.

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

Recognition of employees from 911/ Fire & Emergency Services for their efforts in the successful resuscitation of Mr. Lewis Harper from cardiac arrest.

**If this item requires funding, please describe:**

Has this request been considered within the past two years?

If so, when?

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

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

Personnel for recognition: Supervisor Heather Brown (911), R. Johnson, FAO J. Ramsey, FAO R. Wilson, FF/EMT S. Jackson, Lt. H. Mathis, FF/EMT J. Beshers, Battalion Chief S. MacFall.  
  
Certificates will be provided by the departments.

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval of staff recommendation to accept a settlement in the amount of \$1,027.00 for property damage resulting from a motor vehicle collision that occurred on October 26, 2016 and to execute property damage release claim #16-31-05812.

**Background/History/Details:**

On October 26, 2016 a Clayton County Sheriff's vehicle backed into a Fayette County Sheriff's (FCSO) vehicle causing damage to the Fayette County Sheriff's vehicle. The FCSO vehicle was repaired at a cost of \$1,027.00. On December 12, 2016 a claim was filed with the Clayton County Risk Management Division seeking reimbursement for damage that occurred to the FCSO vehicle as a result of the subject accident. Clayton County accepted responsibility for the damage and has agreed to settle the property damage claim for the \$1,027.00 amount requested.

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

Approval of staff recommendation to accept a settlement in the amount of \$1,027.00 for property damage resulting from a motor vehicle collision that occurred on October 26, 2016 and to execute property damage release claim #16-31-05812.

**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?

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Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**



**Clayton County Board of Commissioners**  
**CENTRAL SERVICES DEPARTMENT**  
**Risk Management Division**  
 7994 N. McDonough Street  
 Jonesboro, Georgia 30236  
 Phone: (770) 473-3955 Fax: (770) 473-5907

**CLAIM FORM**

Date of Incident: 10/26/2016 Today's Date: 12/12/2016

Claimant(s) Name: Fayette County Board of Commissioners

Address: 140 W. Stonewall Ave.

City: Fayetteville State: Ga Zip: 30214

Telephone: (Office) 770-320-6014 (Cell) [REDACTED]

Police report made? Yes

Police Department: Coweta County Sheriff's Office Report Number: 1610000832

Incident Location: 37 Farmstead Way  
*(If the exact address is not known please provide cross streets and/or landmarks)*

City: Senoia, GA Zip: 30276

**PROPERTY DAMAGE: (IF APPLICABLE)**

Description/Type of Damage: Damage to left rear quarter panel

2016 Chevrolet Caprice - [REDACTED] 4478  
*(If damaged property is a vehicle, please provide the year, make, and model)*

Amount of Damages: \$1,027.00  
*(If possible, please provide proof of damages such as photos and the estimates/invoices for repair or replacement)*

Owner of Damaged Property, if different: \_\_\_\_\_

Owner's Daytime Phone Number: [REDACTED]

**PERSONAL INJURY: (IF APPLICABLE)**

Was anyone injured? No If so, answer the following:

Injured Person's Name, if different: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Is individual Medicare Eligible? \_\_\_\_\_

Daytime Phone Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Describe injuries: \_\_\_\_\_

Was medical treatment provided? \_\_\_\_\_ If so, name of provider: \_\_\_\_\_

If applicable, How much were your medical costs? \_\_\_\_\_

Important: Describe in your own words how incident occurred:

Statement of Incident: See attached reports

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*(If additional is space needed, please use back of form)*

**WITNESS**

Were there any witnesses? No If so, please complete below:

Witness Name(s): \_\_\_\_\_

Witness Daytime Number: \_\_\_\_\_

Additional Comments: \_\_\_\_\_

Name of person who completed form if different than claimant: Bill Lackey

Claimant Signature: Bill Lackey Date: 12/12/2016

*By signing above I acknowledge that the facts stated in this claim form are true and correct to the best of my knowledge. I further understand that Clayton County Board of Commissioners, a government entity, has not accepted liability nor denied liability in any claim until an investigation is completed. Upon receipt of your completed claim form an investigation will be conducted. You will be notified in writing of our decision.*



# Georgia Uniform Motor Vehicle Private Property Accident Report

|                                |                                    |                                       |
|--------------------------------|------------------------------------|---------------------------------------|
| Case #<br><b>1610000832</b>    | Accident Date<br><b>10/26/2016</b> | Time Officer Notified<br><b>08:11</b> |
| County<br><b>COWETA COUNTY</b> | City                               | Time Officer Arrived<br><b>08:25</b>  |

Location of Accident  
**37 FARMSTEAD WAY**

**VEHICLE #1**

|  |                    |                         |                                    |
|--|--------------------|-------------------------|------------------------------------|
| RIVER INFORMATION                                    |                    |                         |                                    |
| Name<br><b>JOHNSON, MICHAEL RAY</b>                  | Sex<br><b>M</b>    | Race<br><b>W</b>        | Date of Birth<br><b>10/04/1974</b> |
| Address<br><b>37 FARMSTEAD WAY, SENOIA, GA 30276</b> |                    | Phone #<br>(██████████) |                                    |
| Driver's License #<br>██████████                     | State<br><b>GA</b> | Class<br><b>C</b>       |                                    |

**VEHICLE INFORMATION**

|                                  |                    |                           |                     |                       |                     |                     |                                |
|----------------------------------|--------------------|---------------------------|---------------------|-----------------------|---------------------|---------------------|--------------------------------|
| License Plate #<br><b>LY9068</b> | State<br><b>GA</b> | Plate Year<br><b>2017</b> | Make<br><b>CHEV</b> | Model<br><b>TAHOE</b> | Year<br><b>2006</b> | Color<br><b>WHI</b> | VIN<br><b>1GNFC13097240714</b> |
|----------------------------------|--------------------|---------------------------|---------------------|-----------------------|---------------------|---------------------|--------------------------------|

|   |   |                       |
|---|---|-----------------------|
| Owner Name<br><b>LAYTON COUNTY SHERIFF,</b> | Address<br><b>9157 TARA BLVD, JONESBORO, GA 30236</b> | Phone #<br>██████████ |
|---|---|-----------------------|

|  |               |
|--|---------------|
| Insurance Company<br><b>SELF INSURED</b> | Policy Number |
|--|---------------|

|                             |   |
|-----------------------------|---|
| Removed By<br><b>DRIVER</b> | Vehicle Damage<br><input type="checkbox"/> None <input checked="" type="checkbox"/> Slight <input type="checkbox"/> Moderate <input type="checkbox"/> Extensive |
|-----------------------------|---|

**VEHICLE #2**

|                    |       |         |               |
|--------------------|-------|---------|---------------|
| RIVER INFORMATION  |       |         |               |
| Name               | Sex   | Race    | Date of Birth |
| Address            |       | Phone # |               |
| Driver's License # | State | Class   |               |

**VEHICLE INFORMATION**

|                                  |                    |                           |                     |                         |                     |                     |                                 |
|----------------------------------|--------------------|---------------------------|---------------------|-------------------------|---------------------|---------------------|---------------------------------|
| License Plate #<br><b>V1365G</b> | State<br><b>GA</b> | Plate Year<br><b>2999</b> | Make<br><b>CHEV</b> | Model<br><b>CAPRICE</b> | Year<br><b>2016</b> | Color<br><b>SIL</b> | VIN<br>██████████ <b>204478</b> |
|----------------------------------|--------------------|---------------------------|---------------------|-------------------------|---------------------|---------------------|---------------------------------|

|   |   |         |
|---|---|---------|
| Owner Name<br><b>LAYTON COUNTY, SHERIFF</b> | Address<br><b>140 STONEWALL AVE, WEST, FAYETTEVILLE, GA</b> | Phone # |
|---|---|---------|

|   |   |
|---|---|
| Insurance Company<br><b>ATLANTIC SPECIALTY INS CO</b> | Policy Number<br><b>791-00-06-68-0003</b> |
|---|---|

|                             |   |
|-----------------------------|---|
| Removed By<br><b>DRIVER</b> | Vehicle Damage<br><input type="checkbox"/> None <input checked="" type="checkbox"/> Slight <input type="checkbox"/> Moderate <input type="checkbox"/> Extensive |
|-----------------------------|---|

**OTHER PROPERTY DAMAGE**

**JURIES**

| Vehicle # | Name | Age | Sex |
|-----------|------|-----|-----|
|           |      |     |     |
|           |      |     |     |
|           |      |     |     |
|           |      |     |     |
|           |      |     |     |

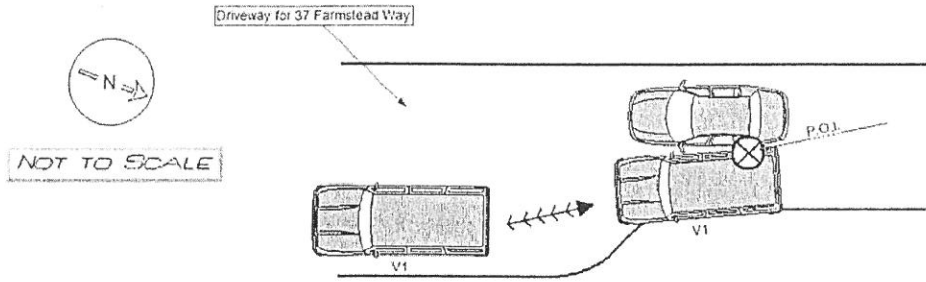
|                                |                          |                                   |
|--------------------------------|--------------------------|-----------------------------------|
| Officer<br><b>SMITH, S. F.</b> | Badge #<br><b>500438</b> | Supervisor<br><b>MCCOLLUM, R.</b> |
|--------------------------------|--------------------------|-----------------------------------|

Agency  
**Coweta County Sheriff's Office**



| WITNESSES |         |         |
|-----------|---------|---------|
| Name      | Address | Phone # |
|           |         |         |
|           |         |         |
|           |         |         |
|           |         |         |
|           |         |         |

DIAGRAM (not required)



REMARKS

Both vehicles had been parked in the driveway of the incident location.

Vehicle #2 was parked and unoccupied.

Driver #1 stated he was attempting to back out of the driveway when his vehicle struck vehicle #2.

Both vehicles received minor damage.

\*\*\* END \*\*\*



# Fayette County Sheriff's Office

## Deputy Report for Incident S1635441

**Nature:** ACCIDENT  
**Location:**

**Address:** 37 farmstead way ; senoia  
SENOIA GA 30276

**Offense Codes:** 8001

**Received By:** BEIGLE C  
**Responsible Officer:** BEIGLE C

**How Received:** T

**Disposition:** ACT 10/26/16

**Agency:** FCSO

**When Reported:** 08:25:05 10/26/16

**Occurred Between:** 08:23:21 10/26/16 and 08:23:21 10/26/16

**Assigned To:**

**Detail:**

**Date Assigned:** \*\*/\*\*/\*\*

**Status:**

**Status Date:** \*\*/\*\*/\*\*

**Due Date:** \*\*/\*\*/\*\*

**Complainant:** 2

**Last:** FAYETTE CO  
SHERIFFS  
OFFICE

**First:**

**Mid:**

**DOB:** \*\*/\*\*/\*\*

**Dr Lic:**

**Address:** 155 JOHNSON AVE

**Race:**           **Sex:**

**Phone:** (770)461-6353

**City:** FAYETTEVILLE, GA 30214

### Offense Codes

**Reported:**

**Observed:**

**Additional Offense:** 8001 All Other - Non Traffic

### Circumstances

**Responsible Officer:** BEIGLE C

**Agency:** FCSO

**Received By:** BEIGLE C

**Last Radio Log:** \*\*:\*\*:\*\* \*\*/\*\*/\*\*

**How Received:** T Telephone

**Clearance:** 5 Incident Report

**When Reported:** 08:25:05 10/26/16

**Disposition:** ACT **Date:** 10/26/16

**Judicial Status:**

**Occurred between:** 08:23:21 10/26/16

**Misc Entry:**

**and:** 08:23:21 10/26/16

**Modus Operandi:**

**Description :**

**Method :**

### Involvements

| Date     | Type | Description                 |             |
|----------|------|-----------------------------|-------------|
| 11/03/16 | Name | FAYETTE COUNTY BOC,         | Victim      |
| 10/27/16 | Name | FAYETTE CO SHERIFFS OFFICE, | Complainant |

Deputy Report for Incident S1635441

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|          |         |                      |          |
|----------|---------|----------------------|----------|
| 10/27/16 | Name    | JOHNSON, MICHAEL RAY | Driver   |
| 10/27/16 | Vehicle | GRY 2016 CHEV CAP GA | Involved |
| 10/27/16 | Vehicle | WHI 2006 CHEV TAH GA | Involved |

Deputy Report for Incident S1635441

Page 3 of 6

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**Narrative**

On Wednesday October 26th 2016 at approx. 8:25am I Deputy Charles Beigle was made aware that Michael Johnson( Lt. with Clayton County S.O) had struck my county patrol vehicle which was parked in the drive way of 37 Farmstead Way Senoia GA 30276(residence). Johnson stated that he was backing out of the driveway and stuck my patrol vehicle with the right rear fender of his vehicle which caused damage to the left rear panel of my patrol vehicle. I then observed that my vehicle was struck on the left rear panel directly over the rear tire. At that time I contacted Cpl. White to advise him that my patrol vehicle was struck while sitting in the driveway, and then I contacted Coweta County S.O. to make an accident report.

The vehicle that struck the 2015 Chevrolet Caprice, Silver, tag#GV1365G, vin# [REDACTED] 204478, was a 2006 Chevrolet Tahoe, White, tag#PLY9068, vin# [REDACTED] 240714, which is insured by Clayton County Sheriffs Office.

Coweta County S.O. Deputy S. Smith (049) arrived on scene and did a accident report with the case number 1610000832. Also Lt. Michael Johnson did a report with Clayton County S.O. in reference to the accident with the case number 2016IR01294. I also advised Sgt. Shane head that the accident occurred. Picture were also taken and sent to the proper personnel.

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Responsible LEO:

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Approved by:

---

Date

## Vehicles

**Vehicle Number:**

42311

**License Plate:** GV1365G**State:** GA**Vehicle Year:** 2016**Make:** CHEV Chevrolet**Color:** GRY /**Vehicle Type:** PCAR Passenger Car**License Type:** CU County-Owned Veh**Expires:** 12/31/99**VIN:** [REDACTED] 204478**Model:** CAP**Doors:** 4**Value:** \$0.00
**Owner:**
**Last:** FAYETTE**First:****Mid:**

COUNTY BOC

**DOB:** \*\*/\*\*/\*\***Dr Lic:****Address:** 140 STONEWALL AVE. W,  
SUITE 100**Race:****Sex:****Phone:** (770)305-5404**City:** FAYETTEVILLE, GA 30214**Agency:** FCSO FAYETTE COUNTY SHERIFFS  
OFFICE**Date Recov/Rcvd:** \*\*/\*\*/\*\*
**Officer:**
**Area:****UCR Status:****Wrecker Service:****Local Status:****Storage Location:****Status Date:** 10/27/16**Release Date:** \*\*/\*\*/\*\***Comments:**
**Vehicle Number:**

42313

**License Plate:** PLY9068**State:** GA**Vehicle Year:** 2006**Make:** CHEV Chevrolet**Color:** WHI /**Vehicle Type:** SUV Sport Utility  
Vehicle**License Type:** CU County-Owned Veh**Expires:** \*\*/\*\*/\*\***VIN:** [REDACTED] 240714**Model:** TAH**Doors:** 4**Value:** \$0.00
**Owner:**
**Last:** CLAYTON**First:****Mid:**

COUNTY

SHERIFFS OFC

**DOB:** \*\*/\*\*/\*\***Dr Lic:****Address:** 9157 TARA BLV**Race:****Sex:****Phone:** () -**City:** JONESBORO, GA 30236**Agency:** FCSO FAYETTE COUNTY SHERIFFS  
OFFICE**Date Recov/Rcvd:** \*\*/\*\*/\*\*

**Officer:** BEIGLE C

**UCR Status:**

**Local Status:**

**Status Date:** 10/27/16

**Comments:**

**Area:**

**Wrecker Service:**

**Storage Location:**

**Release Date:** \*\*/\*\*/\*\*

**Name Involvements:**

Victim : 1588

Last: FAYETTE  
COUNTY BOC

DOB: \*\*/\*\*/\*\*

Race:           Sex:

First:

Dr Lic:

Phone: (770)305-5404

Mid:

Address: 140 STONEWALL AVE. W,  
SUITE 100

City: FAYETTEVILLE, GA 30214

Driver : 97221

Last: JOHNSON

DOB: 10/04/74

Race: W           Sex: M

First: MICHAEL

Dr Lic: 036332953

Phone: (770)480-0820

Mid: RAY

Address: 37 FARMSTEAD WAY

City: SENOIA, GA 30276

Complainant : 2

Last: FAYETTE CO  
SHERIFFS  
OFFICE

DOB: \*\*/\*\*/\*\*

Race:           Sex:

First:

Dr Lic:

Phone: (770)461-6353

Mid:

Address: 155 JOHNSON AVE

City: FAYETTEVILLE, GA 30214





# WILLIAMS BODY WORKS, INC.

185 Industrial Way • Fayetteville, GA 30215  
Phone (770) 719-9304

## INVOICE



|            |           |
|------------|-----------|
| DATE       | INVOICE # |
| 11/18/2016 | 13043     |

|  |
|--|
| BILL TO  |
| <b>FAYETTE COUNTY SHERIFFS DEPARTMENT</b><br><b>155 JOHNSON AVENUE</b><br><b>FAYETTEVILLE, GA. 30214</b> |

|                               |
|-------------------------------|
| MAKE OF VEHICLE               |
| <b>2016 CHEVROLET CAPRICE</b> |

|        |               |     |            |              |            |
|--------|---------------|-----|------------|--------------|------------|
| P.O. # | INSURANCE CO  | REP | DEDUCTIBLE | HOME PHONE   | WORK PHONE |
| 1605   | CUSTOMER P... | DGT | NONE       | 770-461-6353 |            |

| ITEM   | DESCRIPTION |  | AMOUNT |
|--|-------------|--|--------|
| Parts  |             |  | 18.00  |
| Paint & Materials  |             |  | 166.00 |
| Labor  |             |  | 748.00 |
| Sublet   |             |  | 5.00   |
|  | Sales Tax   |  | 0.00   |
| <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg);"> <p><b>RECEIVED BY</b></p> <p>2016 NOV 29 AM 10:48</p> <p><b>FINANCE</b></p> </div> <div style="text-align: right;"> <p>Approved by: </p> <p>Date: 11/28/16</p> </div> </div> |             |  |        |

|  |  |              |                 |
|--|--|--------------|-----------------|
| IT'S BEEN A PLEASURE WORKING WITH YOU! | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%; text-align: right; padding-right: 10px;"><b>Total</b></td> <td style="text-align: right; padding-right: 10px;"><b>\$937.00</b></td> </tr> </table> | <b>Total</b> | <b>\$937.00</b> |
| <b>Total</b>                           | <b>\$937.00</b>  |              |                 |

WILLIAMS BODY WORKS  
185 INDUSTRIAL WAY  
FAYETTEVILLE, GA 30215  
(770)719-9304 (770)719-1238 FAX

\*\*\* PRELIMINARY ESTIMATE \*\*\*

10/04/2016 08:25 AM

**Owner**

**Owner:** SHERIFF DPT #478  
**City State Zip:** Fayetteville, GA 30215

**FAX:**

**Inspection**

**Inspection Date:** 10/04/2016 08:23 AM  
**City State Zip:** Fayetteville, GA 30215  
**Primary Impact:** Left Rear Side  
**Driveable:** Yes

**Inspection Type:**  
**FAX:**  
**Secondary Impact:**  
**Rental Assisted:**

**Appraiser Name:** PAT POWELL  
**Address:** 185 INDUSTRIAL WAY  
**City State Zip:** Fayetteville, GA 30215  
**Email:** [REDACTED]

**Appraiser License # :**  
**Work/Day:** (770)719-9304  
**FAX:** (770)719-1238

**Repairer**

**Repairer:** WILLIAMS BODY WORKS  
**Address:** 185 INDUSTRIAL WAY  
**City State Zip:** Fayetteville, GA 30215  
**Email:** [REDACTED]

**Contact:** PAT POWELL  
**Work/Day:** (770)719-9304  
**Work/Day:**

**Target Complete Date/Time:**

**Days To Repair:** 6

**Vehicle**

**OEM Part Price Quote ID:** \*\*\*\*

2016 Chevrolet Caprice Police 4 DR Sedan  
8cyl Gasoline 6.0 Flex  
6-Speed Automatic

**Lic.Plate:** GV7674DG  
**Lic Expire:**  
**Prod Date:** 10/2013  
**Veh Insp# :**  
**Condition:**  
**Ext. Color:** SWITCHBLADE SILVER MET  
**Ext. Refinish:** Two-Stage  
**Ext. Paint Code:** GAN,WA636R

**Lic State:** GA  
**VIN:** 6G3NS5U22GL204478  
**Mileage:**  
**Mileage Type:** Actual  
**Code:** U1403A  
**Int. Color:**  
**Int. Refinish:** Two-Stage  
**Int. Trim Code:**

**Options**

|                        |                        |                        |
|------------------------|------------------------|------------------------|
| 1st Row LCD Monitor(s) | AM/FM CD Player        | Air Conditioning       |
| Anti-Lock Brakes       | Auto Headlamp Control  | Auxiliary Audio Input  |
| Bucket Seats           | Carpeting              | Center Console         |
| Compact Spare Tire     | Cruise Control         | Daytime Running Lights |
| Digital Clock          | Driver Information Sys | Dual Airbags           |
| Dual Power Seats       | Dual Zone Auto A/C     | Halogen Headlights     |

2015 Chevrolet Caprice Police 4 DR Sedan  
Claim # :

10/04/2016 08:25 AM

|                          |                          |                          |
|--------------------------|--------------------------|--------------------------|
| Head Airbags             | Heavy Duty Suspension    | Intermittent Wipers      |
| Keyless Entry System     | Knee Air Bags            | Lighted Entry System     |
| MP3 Decoder              | Power Brakes             | Power Door Locks         |
| Power Mirrors            | Power Steering           | Power Windows            |
| Pwr Accessory Outlet(s)  | Rear Bench Seat          | Rear View Camera         |
| Rear Window Defroster    | Rem Trunk-L/Gate Release | Remote Starter           |
| Side Airbags             | Stability Cntrl Suspensn | Steel Wheels             |
| Strg Wheel Radio Control | Theft Deterrent System   | Tilt & Telescopic Steer  |
| Tinted Glass             | Tire Pressure Monitor    | Touch Screen Display     |
| Traction Control System  | Velour/Cloth Seats       | Wireless Audio Streaming |
| Wireless Phone Connect   |                          |                          |

**Damages**

| Line                                  | Op | Guide | MC         | Description               | MFR.Part No.               | Price    | ADJ% B% | Hours | R  |
|---------------------------------------|----|-------|------------|---------------------------|----------------------------|----------|---------|-------|----|
| <b>Roof</b>                           |    |       |            |                           |                            |          |         |       |    |
| 1                                     | RI | 348   |            | Mldg,Roof Side LT         | R & I Assembly             |          |         | 0.3   | SM |
| <b>Center Console And Seat Tracks</b> |    |       |            |                           |                            |          |         |       |    |
| 2                                     | RI | 891   |            | Antenna                   | R & I Assembly             |          |         | 0.2   | SM |
| <b>Quarter And Rocker Panel</b>       |    |       |            |                           |                            |          |         |       |    |
| 3                                     | IT | 425   |            | Panel,Quarter LT          | Partial Repair             |          |         | 8.0*  | SM |
| 4                                     | L  | 425   | #          | Panel,Quarter LT          | Refinish                   |          |         | 4.5*  | RF |
|                                       |    |       |            |                           | 2.9 Surface                |          |         |       |    |
|                                       |    |       |            |                           | 0.6 Two-stage setup        |          |         |       |    |
|                                       |    |       |            |                           | 0.5 Two-stage              |          |         |       |    |
|                                       |    |       |            |                           | 0.5 Feather, Prime & Block |          |         |       |    |
|                                       |    |       | # = 10, 13 |                           |                            |          |         |       |    |
| 5                                     | I  | 322   |            | Glass,Quarter Vent T LT   | Repair                     |          |         | 0.3*  | SM |
|                                       |    |       |            | >> ROPE BACK FOR REFINISH |                            |          |         |       |    |
| 6                                     | RI | 391   |            | Shield,Quarter Panel LT   | R & I Assembly             |          |         | 0.5   | SM |
| 7                                     | RI | 395   |            | Pnl,Wheelhouse Trim LT    | R & I Assembly             |          |         | 0.2   | SM |
| <b>Rear Bumper</b>                    |    |       |            |                           |                            |          |         |       |    |
| 8                                     | N  | 566   |            | Rear Bumper Cover R&I     | Additional Labor           |          |         | 2.5*  | SM |
| <b>Rear Body, Lamps And Floor Pan</b> |    |       |            |                           |                            |          |         |       |    |
| 9                                     | RI | 533   |            | Taillamp Assembly LT      | R & I Assembly             |          |         | INC   | SM |
| <b>Manual Entries</b>                 |    |       |            |                           |                            |          |         |       |    |
| 10                                    | L  | M14   |            | Corrosion Protection      | Refinish                   | \$10.00* |         |       | RF |
| 11                                    | L  | M15   |            | Color Tint                | Refinish                   |          |         | 0.5*  | RF |
| 12                                    | L  | M17   |            | Cover Car Exterior        | Refinish                   | \$8.00*  |         |       | RF |
| 13                                    | SB | M60   |            | Hazardous Waste Removal   | Sublet Repair              | \$5.00*  |         |       | SM |
| <b>13 Items</b>                       |    |       |            |                           |                            |          |         |       |    |

| MC | Message  |
|----|--|
| 10 | INCLUDES AUDATEX TIME TO CLEAR ENTIRE PANEL        |
| 13 | INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE |

**Estimate Total & Entries**

|                                   |                     |                 |
|-----------------------------------|---------------------|-----------------|
| Other Parts                       |                     | \$18.00         |
| Paint & Materials                 | 4.5 Hours @ \$32.00 | \$144.00        |
| Feather Prime & Block Materials   | 0.5 Hours @ \$44.00 | \$22.00         |
| <b>Parts &amp; Material Total</b> |                     | <b>\$184.00</b> |

| Labor                 | Rate    | Replace Hrs | Repair Hrs | Total Hrs  |                 |
|-----------------------|---------|-------------|------------|------------|-----------------|
| Sheet Metal (SM)      | \$44.00 | 1.2         | 10.8       | 12.0       | \$528.00        |
| Mech/Elec (ME)        | \$80.00 |             |            |            |                 |
| Frame (FR)            | \$70.00 |             |            |            |                 |
| Refinish (RF)         | \$44.00 | 5.0         |            | 5.0        | \$220.00        |
| <b>Labor Total</b>    |         |             |            | 17.0 Hours | \$748.00        |
| <b>Sublet Repairs</b> |         |             |            |            | \$5.00          |
| <b>Gross Total</b>    |         |             |            |            | <b>\$937.00</b> |
| <b>Net Total</b>      |         |             |            |            | <b>\$937.00</b> |

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 30215 Default  
 OEM Part Prices DT 11/01/2016 09:50 AM EstimateID 222714651027226624 QuoteID \*\*\*\*  
 Rate Name Default

Audatex Estimating 8.0.035 ES 11/18/2016 10:40 AM REL 8.0.035 DT 08/01/2016 DB 11/15/2016  
 © 2016 Audatex North America, Inc.

0.5 HOURS OF REPAIR TIME WERE ALLOCATED TO FEATHER, PRIME & BLOCK AS INDICATED BY THE ESTIMATE PREPARER'S LABOR ITEMIZATION. FEATHER, PRIME & BLOCK LABOR IS REFLECTED UNDER THE REFINISH OPERATION FOR THE APPLICABLE DAMAGE ENTRY.  
 1.1 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AFTERMARKET CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. THE AFTERMARKET CRASH PARTS USED IN THE PREPARATION OF THIS ESTIMATE ARE WARRANTED BY THE MANUFACTURER OR DISTRIBUTOR OF SUCH PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

THIRD PARTY CLAIMANTS ARE THOSE INDIVIDUALS WHO ARE NOT INSURED BY THE INSURANCE CARRIER FOR WHOM THIS APPRAISAL WAS WRITTEN. WE ARE REQUIRED BY LAW TO PROVIDE THE FOLLOWING NOTICE TO THOSE INDIVIDUALS:

NOTICE TO THIRD PARTY CLAIMANTS: FAILURE TO USE THE INSURANCE PROCEEDS IN ACCORDANCE WITH A SECURITY AGREEMENT BETWEEN YOU AND A LIENHOLDER, IF ANY, MAY BE A VIOLATION OF CODE SECTION 16-8-4 OF THE O.C.G.A. IF YOU HAVE ANY QUESTIONS, CONTACT YOUR LENDING INSTITUTION.

**Op Codes**

- \* = User-Entered Value
- NG = Replace NAGS
- UE = Replace OE Surplus
- EU = Replace Recycled
- UM = Replace Reman/Rebuilt
- UC = Replace Reconditioned
- N = Additional Labor
- IT = Partial Repair
- P = Check
- ^ = Labor Matches System Assigned Rates
- EC = Replace Economy
- ET = Partial Replace Labor
- TE = Partial Replace Price
- L = Refinish
- TT = Two-Tone
- BR = Blend Refinish
- CG = Chipguard
- AA = Appearance Allowance
- E = Replace OEM
- OE = Replace PXN OE Srpls
- EP = Replace PXN
- PM = Replace PXN Reman/Rebit
- PC = Replace PXN Reconditioned
- SB = Sublet Repair
- I = Repair
- RI = R & I Assembly
- RP = Related Prior Damage



# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval of a Memorandum of Understanding (MOU) between the Georgia Department of Transportation (GDOT) and Fayette County for the right-of-way (ROW) acquisition phase of the Redwine Road Multi-Use Path Project (GDOT PI 0012624, ARC FA-352, County 5220B).

**Background/History/Details:**

This is a federal-aid project programmed through the Atlanta Regional Commission (ARC) that will construct additional multi-use paths along Redwine Road. A MOU for the preconstruction engineering (PE) phase was approved by the BOC on October 23, 2014. Since then, the "costing plans" have been completed and County staff is set to start the land acquisition phase.

A MOU is required for this phase of the work since some of the costs are eligible for federal-aid reimbursement. The MOU must be fully executed before this phase of work is authorized.

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

Approval of the Memorandum of Understanding between the Georgia Department of Transportation and Fayette County for the right-of-way (ROW) acquisition phase of the Redwine Road Multi-Use Path Project.

**If this item requires funding, please describe:**

CIP 5220B has allocated \$25,000 for local-match ROW funds.

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:**

The approved budget to date for this project is \$822,800 ( Federal - \$658,240 Local Match - \$164,560). Additional funding of \$782,873 is being requested with the FY2018 budget for a total project cost of \$1,605,673. Federal funding accounts for \$1,284,538 with the remaining \$321,135 from the County's local match. The County's match portion being requested in FY2018 totals \$156,575 ( \$321,135-\$164,560).



*Where Quality Is A Lifestyle*

TO: Steve Rapson, County Administrator

FROM: Phil Mallon, Public Works

DATE: August 17, 2016

RE: Project Update for Redwine Road Multi-Use Path Project # 5220G  
(GDOT PI 0012624 / ARC FA-352)

This memorandum provides a project update based on design completed to date. Staff is requesting follow-up meetings with the Commissioners to seek input on scope and budget issues.

#### *History*

The Redwine Road Multi-Use Path project was submitted to the Atlanta Regional Commission in June 2012 and approved for funding in October 2012. The project agreement between the Georgia Department of Transportation (GDOT) and Fayette County was finalized in fall of 2014 and design work started in May 2015. The scope of work includes three components:

- Segment 1 – a 3,600-ft new path on the east side of Redwine Road between Foreston Place and Preserve Place. Approximately 1,300 feet of this segment is within Peachtree City (16.6% of the total project length).
- Segment 2 – a 4,220-ft path along the east side of Redwine Road between New Haven Drive and Birkdale Drive.
- Road Crossing – a new, at-grade crossing of Redwine Road for pedestrians, bicycles and golf carts.

The path will be 10-ft wide. The project is a local-sponsored design-build that will be let by GDOT.

#### *Schedule*

The preliminary environmental work, right-of-way plans, costing plans and utility coordination are nearly complete. Several have already been submitted as final. Key milestones include:

| <b>Task</b>                     | <b>Start</b>     | <b>Finish</b>     |
|---------------------------------|------------------|-------------------|
| Right-of-Way Acquisition        | October 15, 2016 | June 15, 2017     |
| Environmental Permitting (404)  | October 26, 2016 | January 26, 2017  |
| Preparation of Design-Build RFP | January 13, 2017 | June 15, 2017     |
| Bidding (GDOT let)              | June 17, 2017    | November 14, 2017 |
| Design Build / Construction     | 2018             | To be determined  |

## Funding

The 2012 planning-level cost estimate for the project was \$1,073,000. Of this amount, the local share is \$214,600 (20%) and federal/state share is \$858,400 (80%). Per the agreement, Fayette County is responsible for all costs above \$1,073,000.

A detailed cost estimate was prepared based on the “costing plans” in July 2016. The new cost estimate is \$1,629,673, an increase of \$556,673. Per the existing agreement, the new local share is \$771,273.

Below is a summary of the cost changes by Phase, and the second table (attached) identifies the factors contributing to the cost increases.

| Phase        | 2012 Planning Cost Estimate | 2016 Detailed Cost Estimate |
|--------------|-----------------------------|-----------------------------|
| PE           | \$114,000                   | \$114,000                   |
| ROW          | \$125,000                   | \$274,000 <sup>1</sup>      |
| UTL          | \$76,000                    | \$100,000 <sup>2</sup>      |
| CST          | \$758,000                   | \$1,141,673 <sup>3</sup>    |
| <b>Total</b> | <b>\$1,073,000</b>          | <b>\$1,629,673</b>          |

<sup>1</sup> A 119% increase – estimate is a function of GDOT spreadsheet. Staff believes this number is overinflated.

<sup>2</sup> A 32% increase – consultant is in process of confirming actual utility conflicts and costs, if any.

<sup>3</sup> A 51% increase – factors contributing to increase are shown on attached table.

Staff recommends the following actions to meet the cost increase:

1. Petition ARC and GDOT to match 80% of the increase. If approved, Fayette County’s share of the project would be \$325,935.
2. Use potential cost savings in ROW and UTL phase to offset some of the Construction costs. The savings may be as high as \$173,000.
3. Include the project on 2017 SPLOST list and fund the local portion with SPLOST.

Approximately 16.6% of the project is within the limits of Peachtree City. If pro-rated by length, their share of the local cost would be \$128,031. Peachtree City is aware of the project and has provided input on its design. Staff has not recommended approaching them for funding since the push for this project has been Fayette County and County citizens will be the primary benefactors.

| <b>Factors Contributing to Cost Increase</b><br>Redwine Road Multi-Use Path (PI 0012624)  | <b>Cost Increase</b> | <b>Percent of Increase</b> |
|---|----------------------|----------------------------|
| <b>Right of Way Acquisition</b><br>Cost increase based on 12 parcels and GDOT's formula-driven value. The land value is estimated at \$27,900; the appraisal, legal, relocation and administrative fees total \$246,100. Actual costs are expected to be much lower.                    | \$149,000            | 27%                        |
| <b>Hawk Signal</b><br>Based on vehicle speeds along Redwine Road, a HAWK signal is proposed for the crossing. This was not anticipated in the planning stage.   | \$125,000            | 22%                        |
| <b>Retaining Walls and Safety Rails</b><br>Concrete walls are needed to minimize environmental impacts and ROW needs. The walls and areas along steep slopes require 800 feet of safety rail.   | \$73,907             | 13%                        |
| <b>Stormwater Management</b><br>Two segments of stormwater infiltration trench are provided to meet environmental requirements and over 500 sy of concrete ditch are specified for drainage and erosion control.  | \$59,558             | 11%                        |
| <b>Inflation</b><br>GDOT's cost database reflects large increases in certain lump sum costs over the past 24 months. For this project, traffic control and grading complete were increased 30%.   | \$59,308             | 11%                        |
| <b>Contingencies</b><br>As the construction cost increased for the items noted above, the corresponding calculated contingency increases as well.   | \$31,777.28          | 6%                         |
| <b>Utility Relocations</b><br>Minimal conflicts were anticipated during the planning stage (and few are identified now). The estimate for UTL is calculation driven and may be substantially reduced as utility coordination work is complete. Confirmation is expected within 60 days. | \$24,000             | 4%                         |
| <b>Subtotal</b>   | \$522,550            | 94%                        |
| <b>Unaccounted Cost Increases</b>   | \$34,123             | 6%                         |
| <b>Total</b>  | \$556,673            | 100%                       |

August 4, 2016







EXISTING PATH



END SEGMENT 1  
BEGIN EXIST. PATH

PROPOSED PATH  
SEGMENT 1

HOLLY GROVE CHURCH RD

PRESERVE PL

PEACHTREE CITY LIMIT

EXIST. R/W

EXIST. R/W

ROBINSON ROAD

FORESTON PL

REDWINE ROAD

END EXIST. PATH  
BEGIN SEGMENT 1

EXISTING PATH

CAMP CREEK

REDWINE ROAD MULTI-USE PATH CONNECTION  
FAYETTE COUNTY



CONCEPT LAYOUT  
SEGMENT 1

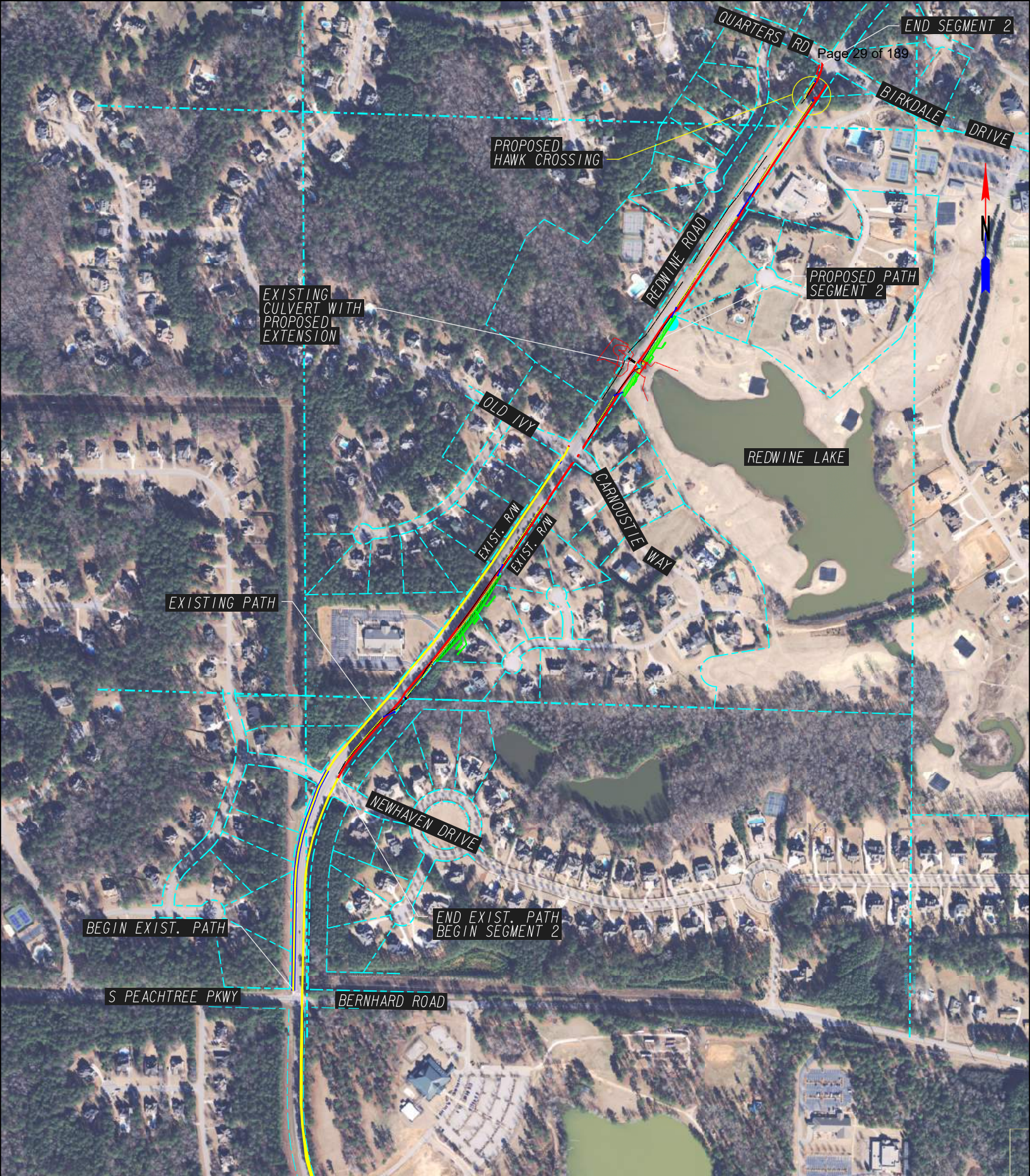
**HL** Heath & Lineback Engineers  
INCORPORATED  
2390 CANTON ROAD, BUILDING 200  
MARIETTA, GEORGIA 30066-5393  
(770)424-1668

SCALE IN FEET



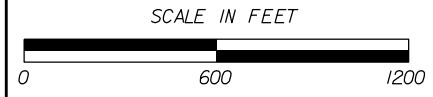
- PROPERTY LINES
- PROPOSED PATH
- EXISTING PATH





REDWINE ROAD MULTI-USE PATH CONNECTION  
 FAYETTE COUNTY

CONCEPT LAYOUT  
 SEGMENT 2



- PROPERTY LINES
- PROPOSED PATH
- EXISTING PATH

**HL** Heath & Lineback Engineers  
 INCORPORATED  
 2390 CANTON ROAD, BUILDING 200  
 MARIETTA, GEORGIA 30066-5393  
 (770)424-1668





Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW  
Atlanta, Georgia 30308  
Telephone: (404) 631-1000

January 24, 2017

The Honorable Eric Maxwell, Chairman  
Fayette County Commissioners  
140 Stonewall Avenue West  
Fayetteville, GA 30214-2198

Dear Chairman Maxwell:

**RE: FAYETTE COUNTY  
P. I. 0012624**

**DESCRIPTION: Redwine Road & Starrs Mill School Complex Multi-Use Path**

Transmitted for your further handling for execution are four sets of the Contract for Acquisition of Right of Way on the above subject project. **Please omit the date at the top of page one, as this date will be inserted by the Department at the time of execution.** Please return **four** original executed sets to this office for execution by the Commissioner and the Treasurer. Once the contracts have been signed, our office will return a fully executed set to you for your use.

Any questions regarding this matter should be directed to the District Local Government R/W Coordinator, **Jeff D. Franklin, at (706) 646-7551. Any written correspondence should be sent to 115 Transportation Blvd., Thomaston, Georgia 30286-7000.**

Yours very truly,

Michael Presley, P.E.  
District Engineer

*Adam Smith*

By: Adam Smith, P.E.  
District Preconstruction Engineer

Enclosures

Revised 4/06/09  
Revised 10/07/09  
Revised 10/03/16

**CONTRACT FOR ACQUISITION OF RIGHT OF WAY  
STATE-AID OR FEDERAL-AID PROJECT  
Reimbursable**

**PROJECT: N/A  
COUNTY: FAYETTE  
STATE ROUTE: N/A  
P.I. NO.: 0012624**

**STATE OF GEORGIA**

**COUNTY OF FAYETTE**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **DEPARTMENT OF TRANSPORTATION** (hereinafter called the **DEPARTMENT**) and the **COUNTY OF FAYETTE** (hereinafter called the **COUNTY**).

- CFDA # 20.205 Highway Plan and Construction Cluster**
- CFDA # 20.219 Recreation Trails Program**

**WITNESSETH THAT:**

**WHEREAS**, the **DEPARTMENT**, and the **COUNTY**, propose to let to construction the above indicated project located on **REDWINE ROAD & STARRS MILL SCHOOL COMPLEX MULTI-USE PATH**, the rights of way which are to be acquired in the name of the **DEPARTMENT** with the cost of the right of way being distributed between the **COUNTY** and the **DEPARTMENT** as hereinafter specified; and,

**WHEREAS**, the **DEPARTMENT** is authorized to enter into this contract with the **COUNTY** by virtue of Section 32-2-2(a) of the Official Code of Georgia Annotated; and,

**WHEREAS**, the **COUNTY** is authorized to enter into this contract by virtue of Sections 32-3-3(e), 32-4-41(6), 32-4-42, 32-4-61 and 32-5-25 of the Official Code of Georgia Annotated and by a certain resolution of the Board of Commissioners, adopted the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; and

**WHEREAS**, said rights of way are to be acquired by the **COUNTY** in accordance with certain specified requirements of the Federal-aid Highway Act of 1970, as amended, and regulations of the **DEPARTMENT** in order for the construction cost of said project to be eligible for State or Federal participation.

**NOW, THEREFORE**, in consideration of Ten (\$10.00) Dollars in hand paid to the **COUNTY**, the receipt of which is hereby acknowledged, and the mutual promises and covenants hereinafter set out, the **DEPARTMENT** and the **COUNTY** agree as follows:

## ITEM I

The **DEPARTMENT** agrees to reimburse the **COUNTY Not to Exceed \$219,200.00** for eligible right of way costs. Reimbursable right of way expenses include land and improvement costs, relocation expenses and contracted property management costs. Non-reimbursable right of way expenses include, but may not be limited to, manpower, appraisal, administrative, attorney fees and any in-house property management.

Reimbursement of acquisition expenses will be eligible after completion of: all land and improvement acquisition; completion of all property management; completion of all demolition; and, after all occupants have relocated off the project. Further, before any reimbursement of funding occurs, the **COUNTY** shall certify in writing to the **DEPARTMENT** that title to all parcels, whether acquired by deed or condemnation, has been quitclaimed from the **COUNTY** to the **DEPARTMENT**, and that all property management, all demolition and all relocation has been completed. Said certification will include a statement that "All parcels are vacant and immediately available for construction purposes".

Each appraiser utilized on this project must be selected from the **DEPARTMENT's** "Approved Appraiser List". The **DEPARTMENT** shall review and approve each selection prior to the **COUNTY** contracting with the appraiser. All appraisals will be submitted to the **DEPARTMENT** for review, for approval and to establish fair market value prior to negotiations.

Except as specified in ITEM V of this contract, all counter offers, administrative settlements and legal settlements authority above the fair market value must be reviewed and approved by the **DEPARTMENT** if the **COUNTY** expects the **DEPARTMENT** to participate in any increased settlement agreement above the fair market value. It is understood and agreed that the **DEPARTMENT** may participate in a court directed award above the fair market value subject to the availability of funds identified for the **PROJECT**. The **DEPARTMENT** will not be required to participate in any such award increase that is not supported by a court order. It is further agreed between the parties that the **DEPARTMENT** shall be the final arbiter of whether an increase in an award or expense will be reimbursable to the **COUNTY**.

## ITEM II

The **DEPARTMENT** will prepare the deeds in the name of the **DEPARTMENT** for use in acquiring the Right of Way. The **COUNTY** shall ensure at the time of closing that the current, approved deed or easement document reflects the latest revised or current required right of way description and/or easement(s) description.

The **COUNTY** will provide, at **COUNTY** expense **with no reimbursement**, all legal counsel associated with acquiring properties by deed.

The **COUNTY**, or its designated representative, will prepare all Condemnation Petitions in the name of the **COUNTY** and will provide all legal counsel and/or litigation associated with acquiring properties through condemnation at **COUNTY** expense.

After receipt of the approved and accepted certification from the **COUNTY** to the **DEPARTMENT** and after all acquired parcels, whether by deed or by condemnation, have been executed, quitclaimed, transferred in name from the **COUNTY** and recorded in the name of the **DEPARTMENT**, the **DEPARTMENT** will reimburse the **COUNTY** pursuant to **ITEM III** herein.

### **ITEM III**

As set forth in **ITEM I** above, the **DEPARTMENT** will reimburse “**Not to Exceed**” **\$219,200.00** of eligible right of way expenses. **The procedure for reimbursement is as follows:**

All files and reimbursement requests shall be directed to the District Local Government Right of Way Coordinator (DLGC) in the **Thomaston District Office**. All reimbursement matters shall first be reviewed at the District Level in accordance with current guidelines and policies. Reimbursement to the **COUNTY** will be issued from the **General Office in Atlanta** following receipt of all approved documents and the accepted and approved **COUNTY** certification.

**Three (3) copies of the following items shall be included for each parcel and activity cost to be reimbursed:**

- 1) **Reimbursement of eligible expenses associated with properties acquired by deed or easement:**
  - a) **Recorded Deed or Easement**
  - b) **Copy of Completed Negotiation Record**
  - c) **Copy of the Approved Option**
  - d) **Executed Closing Statement**
  - e) **Copy of approved Review Appraisers Report (Form 532)**
  
- 2) **Reimbursement of eligible expenses associated with properties acquired through condemnation:**
  - a) **Copy of the filed, recorded Condemnation Petition with identified docket number.**
  - b) **Copy of receipt for monies deposited into court.**
  - c) **Copy of Quitclaim Deed from County to Department**
  
- 3) **Reimbursement of eligible property management costs:**
  - a) **Copy of verifiable and detailed invoice from the contractor and receipt for payment from the COUNTY and any fee contractors employed by the COUNTY for Property Management activities.**

#### 4) Reimbursement of eligible relocation costs:

- a) Copy of Relocation Payment Checks
- b) Copy of Executed Relocation Claim Forms
- c) Copy of the Approval Authorization of Payment Amount

Any deviation from or change in the above described procedure must be approved by the State Right of Way Administrator in the Atlanta General Office.

#### ITEM IV

The COUNTY, at COUNTY expense, will ensure the demolition and removal in their entirety of all buildings, walls, fences, gates, underground storage tanks, signs, or any other improvements and structures of any nature or description, lying wholly or partially situated within the right of way and/or easement area, whether surface or subsurface. The demolition and removal shall be in accordance with procedures approved by the DEPARTMENT. The DEPARTMENT will not remove any improvements or structures as clearing and grubbing items. This is a reimbursable expense to the COUNTY except when the COUNTY performs any demolition by COUNTY forces. The DEPARTMENT will only reimburse demolition performed by fee contractors, supported by appropriate, verifiable paid receipts.

Any and all contaminated properties will require the DEPARTMENT's approval before being acquired by the COUNTY. Removal of underground tanks and other hazardous materials will be in accordance with all current Environmental Protection Agency (EPA), Environmental Protection Division (EPD), State and Federal regulations, laws and procedures.

#### ITEM V

The COUNTY has the authority to approve a counter offer or an administrative settlement up to \$20,000 or 10% above the approved Fair Market Value. On legal settlement authority for condemned parcels, the COUNTY authority level is 20% or \$20,000, whichever is greater. All other counter offers, administrative settlements and legal settlement authority on condemned parcels must be reviewed and approved by the DEPARTMENT, if the DEPARTMENT is to participate in any increased expense. Any modification whatsoever or any special provision included as an agreement to any document must first be approved and appropriately accepted by the DEPARTMENT. The DLGC in the Thomaston District Office will function as the COUNTY liaison with the DEPARTMENT. All counter offers, check requests, and any matters to be considered for agreement will be submitted through the DLGC. Once a determination has been made by the General Office, the DLGC will notify the COUNTY, in writing, of either approval or rejection of the submitted proposal. The DEPARTMENT will not participate in any portion of a counter proposal which is closed prior to DEPARTMENT review, approval and acceptance.

#### ITEM VI

During the life of this contract and prior to completion of the construction work and final acceptance of the project by the DEPARTMENT, the COUNTY agrees not to use convict labor in any way on the project.



### ITEM VII

Once the environmental clearance is obtained and the right of way plans are approved, the **COUNTY** can begin non-reimbursable, pre-acquisition activities; however, no offers can be made until: an acceptable project cost estimate has been submitted, reviewed and approved; ROW funds have been authorized in accordance with CFR 23.710.307; and, the **DEPARTMENT** has issued a Notice to Proceed to the **COUNTY** for any eligible, reimbursable right of way acquisition activities.

The **COUNTY** agrees to defend, at **COUNTY** expense, any and all suits, if any should arise, involving property titles and/or contaminated properties associated with the acquisition of Rights of Way by deed or condemnation.

### ITEM VIII

The **COUNTY** will, as required by law, proceed within fifteen (15) days after being notified by the **DEPARTMENT** to acquire the Rights of Way for said project free of all encumbrances by gift, deed, easements or condemnation in accordance with the approved plans.

### ITEM IX

The **COUNTY** will, in the right of way acquisition procedure, observe and comply with Title 49 Code of Federal Regulations Part 24; Title 23 Code of Federal Regulations Part 710; Georgia Laws 1972, p. 931, as amended; and, in accordance with the requirements as outlined in the Relocation Assistance Manual prepared by the **DEPARTMENT**. The **COUNTY** will be responsible for making payments to owners as required under this procedure for any incidental expenses for the transfer of real property for rights of way purposes and any other moving and relocation expenses as required under the law and determined to be proper by the **DEPARTMENT**. Appeals of relocation assistance benefits will be submitted to the Department for review. Response to an appeal will be the responsibility of the **DEPARTMENT**. The **COUNTY** will, in their acquisition of the right of way, comply with the procedures set forth in Attachment No. 1 - Memorandum of Instructions, attached. During the performance of this Contract, the **COUNTY** will also comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in State Aid or Federally-assisted programs of said Department in accordance with the stipulations as indicated under Appendix "A", attached.

The **COUNTY** shall also comply with all provisions as set forth in ADDENDUM 1, GDOT TITLE VI Assurances as attached, inclusive of APPENDIX A, APPENDIX B and APPENDIX C of attached ADDENDUM 1.

### ITEM X

Where determined to be desirable, the **COUNTY** will provide rodent control measures as required by the U. S. Department of Transportation prior to the demolition or removal of improvements located within the right of way of the project. The measures employed shall be in accordance with procedures approved by State and Local laws and regulations governing rodent control. These costs are not reimbursable.

**ITEM XI**

This Agreement sets forth the entire understanding between the Parties relating to the subject contained herein and supersedes all prior oral and written understandings, arrangements and agreements between the parties relating thereto. It is understood that no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless evidenced by an amendment to this Agreement signed by both the DEPARTMENT and the COUNTY.

**ITEM XII**

The COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs associated with this Agreement and used in support of its activities and shall make such material available at all reasonable times during the period of this Agreement, and for three years from the date of final payment under this Agreement, for inspection by the GDOT, and any reviewing agencies, and copies thereof shall be furnished upon request.

**ITEM XIII**

**TIME IS OF THE ESSENCE IN THIS CONTRACT.**

**UNLESS OTHERWISE AMENDED BY THE MUTUAL AGREEMENT OF THE PARTIES HERETO, THIS CONTRACT WILL EXPIRE NO LATER THAN THE CONCLUSION OF FY2019.**

**IN WITNESS WHEREOF**, this instrument has been and is executed on behalf of the **DEPARTMENT OF TRANSPORTATION** by the Commissioner and on behalf of \_\_\_\_\_ **COUNTY** by \_\_\_\_\_, being duly authorized to do so by the Board of Commissioners of said **COUNTY**.

Executed on Behalf of the  
**DEPARTMENT OF TRANSPORTATION**  
this \_\_\_\_\_ day of  
\_\_\_\_\_, 20 \_\_\_\_\_.

Executed on Behalf of  
\_\_\_\_\_ **COUNTY**  
this \_\_\_\_\_ day of  
\_\_\_\_\_, 20 \_\_\_\_\_.

**APPROVED:**

\_\_\_\_\_  
COMMISSIONER

\_\_\_\_\_  
CHAIRMAN  
  
\_\_\_\_\_ **COUNTY BOARD**  
OF COMMISSIONERS  
This Contract approved by the  
County Commission at a meeting  
held at \_\_\_\_\_

ATTEST  
**DEPARTMENT OF TRANSPORTATION:**

the \_\_\_\_\_ day of  
\_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
TREASURER

CLERK OF THE BOARD OF  
COMMISSIONERS

Witness for the **COUNTY:**

\_\_\_\_\_

**RESOLUTION OF THE COUNTY**

**STATE OF GEORGIA**

**FAYETTE COUNTY**

**BE IT RESOLVED** by the FAYETTE COUNTY Board of Commissioners and it is hereby resolved, that the foregoing attached Agreement, relative to Project P.I. 0012624, **REDWINE ROAD & STARRS MILL SCHOOL COMPLEX MULTI-USE PATH**, located in FAYETTE COUNTY be entered into by the FAYETTE COUNTY Board of Commissioners, and that \_\_\_\_\_ as Chairman, and \_\_\_\_\_ as Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said Board of Commissioners.

**PASSED AND ADOPTED, this** \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**ATTEST:**

\_\_\_\_\_  
CLERK BY: \_\_\_\_\_

**STATE OF GEORGIA**

**FULTON COUNTY**

I, \_\_\_\_\_ as Clerk of the County Commissioners do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the County Commissioners.

Witness by hand and official signature, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

BY: \_\_\_\_\_  
CLERK

**ATTACHMENT NO. 1****MEMORANDUM OF INSTRUCTIONS**

These instructions are to set forth the procedures necessary for the Political Subdivisions of the State of Georgia to follow when acquiring right of way on highway projects where it is proposed to acquire or construct said project with Federal participation. The Political Subdivision shall make every effort to acquire expeditiously all real property when authorized to proceed.

The Political Subdivision may, when they consider it appropriate, attempt to secure the right of way by donation. To assure the property owner is fully informed of his rights, the request for donation must be made in writing and also set forth that they are entitled to full just compensation, if they so desire. A letter prepared by the Department will be made available to use as a guide. If a property owner requests payment of just compensation, the provisions of paragraph one (1) must be followed.

Nothing herein shall be construed to prevent a person whose real property is being acquired from making a gift or donation of such property, or any part thereof, or of any compensation paid therefore, after such person has been fully informed of his right to receive just compensation for the acquisition of his property.

1. At the initiation of negotiations each owner must be fully informed of his right to receive just compensation for the acquisition of his property. In order to assure just compensation is being offered, the following steps must be taken:
  - A) A General Certified Appraiser, who is on the Department's approved list, must utilize an appropriate valuation method (appraisal/data book/cost estimate) as determined by the Department.
  - B) The appraiser must give the owner or his designated representative an opportunity to accompany him during his inspection of the property. A statement is to be in the report that this opportunity was provided.
  - C) The report must be adequately documented to support the conclusion of the appraiser and shall be prepared in accordance with the guidelines set forth by the Department.
  - D) The Department must review the appraisal and approve in writing the estimated amount of just compensation to be offered to the property owner.
  - E) The offer must be made in writing for the full amount of the aforesaid estimate of just compensation. Where appropriate, the written offer must state separately the amount for the real property being acquired and the amount attributable to damages to the remaining property
2. No person occupying real property shall be required to move from his home, farm, or business without at least three (3) months written notice.
3. The Department will furnish copies of letters, settlement and disbursements statements and such other forms, as it may deem necessary or desirable.
4. Copies of all letters, forms, deeds and status reports used in the acquisition of Rights of Way for this project must be forwarded to the Department upon request, for future reference.

5. The County will be responsible for determining benefits and preparing relocation assistance packages. Packages must be submitted to the Department for review and approval prior to offers of benefits being made.
  
6. Any consultant contracted for negotiation services for the acquisition of right of way for the COUNTY must hold either a Real Estate License and be affiliated with a broker, or hold a Real Estate Broker's License in accordance with OCGA Title 43 Chapter 40 unless identified as an exception under OCGA 43-40-29. Said consultant must attend any present and all future mandatory training classes required by the **DEPARTMENT**.

**APPENDIX “A”**

- A. **COMPLIANCE WITH REGULATIONS:** The contractor shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Codes of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the regulations), which are herein incorporated by reference and made a part of this contract.
- B. **NONDISCRIMINATION:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices when the contract covers a program set forth in APPENDIX “B” of the regulations.
- C. **SOLICITATIONS FOR SUB-CONTRACTS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT:** In all solicitation either by competitive bidding or negotiation made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the regulations relative to nondiscrimination on the grounds or race, color or national origin.
- D. **INFORMATION AND REPORTS:** The contractor shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the contractor or under the contract until the contractor complies, and/or
  2. Cancellations, termination or suspension of the contract, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The contractor shall include the provisions of Paragraphs “A” through “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the State Department of Transportation or Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the State Department of Transportation to enter into such a result of such direction, the contractor may request the United States to enter into such litigation to protect the interest of the United States.



## ADDENDUM 1

### GDOT Title VI Assurances

The Georgia Department of Transportation (hereinafter referred to as the "Recipient"), HEREBY AGREES THAT as a condition to receiving any federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d-42 USC 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This Assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances to its Federal Aid Highway Program.

1. That the Recipient agrees that each "program" and each "facility" as defined in Subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with Federal Aid Highway and in adapted form in all proposals for negotiated agreements:
 

"The Georgia Department of Transportation in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d-42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award."
3. That the Recipient shall insert the clauses of Appendix A of this Assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient received federal financial assistance in the form, or for the acquisition of real property, or an interest in real property, the Assurance shall extend rights to space on, over, or under such property.

- 7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of, or access to space on, over, or under, real property acquired or improved under the Federal Aid Highway Program.
- 8. That this Assurance obligates the Recipient for the period during which federal financial assistance is extended to the program, or is in the form of personal property, or real property or interest therein or structures or improvements thereon, in which case the Assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
- 9. The Recipient shall provide for such methods of administration for the program, as are found by the State Secretary of Transportation or the official to whom s/he delegates specific authority, to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this Assurance.
- 10. The Recipient agrees that the United States has a right to seek judicial endorsement with regard to any matter arising under the Act, the Regulations, and this Assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under the Federal Aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Recipient.

8-7-15  
Date

\_\_\_\_\_  
(Recipient)

by *Alle R. McManis*  
(Signature of Authorized Official)

Attachments: Appendices A, B and C.

**APPENDIX A (of ADDENDUM 1)**

The text below, in its entirety, is in all contracts entered into by GDOT. All of the text except the final section, entitled "Incorporation of Provisions," should be included in any contract entered into by any GDOT contractor.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agree as follows:

**1. Compliance with Regulations**

The Contractor shall comply with the Regulations relative to nondiscrimination in federally- assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**2. Nondiscrimination**

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

**4. Information and Reports**

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Georgia Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Georgia Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance**

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Georgia Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

**6. Incorporation of Provisions**

The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract or procurement as the Georgia Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Georgia Department of Transportation to enter into such litigation to protect the interests of the Georgia Department of Transportation and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**APPENDIX B (of ADDENDUM 1)**

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures, or improvements thereon, or interest therein from the United States.

**Granting Clause**

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the Georgia Department of Transportation will accept Title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. .2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Georgia Department of Transportation all the right, Title and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

**Habendum Clause**

TO HAVE AND TO HOLD said lands and interests therein unto Georgia Department of Transportation and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the Georgia Department of Transportation, its successors and assigns.

The Georgia Department of Transportation, in consideration or the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on over or under such lands hereby conveyed [,] [and)\* (2) that the Georgia Department of Transportation shall use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended [,] and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.<sup>1</sup>

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<sup>1</sup> Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.



## APPENDIX C (of ADDENDUM 1)

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the Georgia Department of Transportation pursuant to the provisions of Assurance 7

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, SubTitle A, office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

*[Include in licenses, leases, permits, etc.]\**

That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to terminate the lease, and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

*[Include in deed.]\**

That in the event of breach of any of the above nondiscrimination covenants, Georgia Department of Transportation shall have the right to reenter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Georgia Department of Transportation and its assigns.

**The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Georgia Department of Transportation pursuant to the provisions of Assurance 6(b).**

The LESSEE for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin shall be excluded from participation in, denied the benefits of, or he otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of, race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations. Department of Transportation, SubTitle A, Office of the Secretary. Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964), and as said Regulations may be amended.

*[Include in licenses, leases, permits, etc.]\**

That in the event of breach of any of the above nondiscrimination covenants, The STATE shall have the right to terminate the [license, lease, permit, etc.] and to reenter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

*[Include in deeds]\**

That in the event of breach of any of the above nondiscrimination covenants, The STATE shall have the right to reenter said land and facilities there-on, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Georgia Department of Transportation and its assigns.

\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.



**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Contract No. and Name: P.I. 0012624  
REDWINE ROAD & STARRS MILL SCHOOL COMPLEX MULTI-USE PATH  
Name of Contracting Entity: FAYETTE

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,\* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / E-Verify™ User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Name of Person or Entity)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

\* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603



# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval of staff's recommendation to add River Park Phase II subdivision to Fayette County's Street Light Program.

**Background/History/Details:**

The property owners in the subdivision known as River Park Phase II are petitioning the Board of Commissioners to add River Park Phase II into the Fayette County Street Light Program.

The Board of Commissioners created Fayette County Street Light Districts in September 1983. The street light ordinance was amended in November 2014 to require a \$100 application fee and prepayment of two years worth of street light bills to cover the expenses incurred by Fayette County until the charges could be recouped with the tax bills. River Park Phase II has paid Fayette County the required amounts and presented a petition representing 100% of the homeowners in River Park Phase II.

The estimated monthly charge is \$134.75. River Park Phase II has paid the \$100 application fee and the first 2 years prepayment for street lights. River Park Phase II will be added to the existing street light district for River Park. Each parcel will be assessed \$53 per year once it is added to the Property Tax Bill.

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

Approval of staff's recommendation to add the River Park Phase II subdivision to Fayette County's Street Light Program.

**If this item requires funding, please describe:**

These additional lights will cost \$134.75 per month per Coweta Fayette EMC. River Park Phase II has prepaid the amounts required to become a street light district until the cost may be added onto the property tax bill and the county reimbursed.

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  
PETITION FOR STREET LIGHTING

WE, THE UNDERSIGNED, ALL BEING PROPERTY OWNERS OF THE STREET LIGHT DISTRICT RIVER PARK PHASE TWO, DO HEREBY PETITION THE FAYETTE COUNTY BOARD OF COMMISSIONERS FOR THE PLACEMENT OF STREET LIGHTS THROUGH OUR SUBDIVISION OR STREET(S).

EACH OF US DOES HEREBY PLEDGE AND CONSENT TO THE LEVYING OF A LIEN BY FAYETTE COUNTY AGAINST PROPERTY WE OWN FOR THE PURPOSE OF PAYMENT OF THE COST OF AND OPERATING THE STREET LIGHTS. THERE ARE 45 NUMBER OF LOTS CURRENTLY EXISTING IN STREET LIGHT DISTRICT RIVER PARK PHASE TWO, AND EACH OWNER AS SHOWN ON THE TAX RECORDS HAS AFFIRMATIVELY SIGNED THIS PETITION OR INDICATION FOR DISAPPROVAL IS NOTED HEREIN.

THIS PETITION REPRESENTS 45 AFFIRMATIVE VOTES, OR 100 % OF THIS DISTRICT TO BE EFFECTED IN THIS REQUEST. YOUR SIGNATURE ON THIS PETITION INDICATED THAT YOU HAVE READ AND FULLY UNDERSTAND THE REQUIREMENTS FOR APPROVAL OF A STREET LIGHT DISTRICT.

PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC, THE UNDERSIGNED AFFIANT, WHO SAYS ON OATH THAT HE, SHE IS ONE OF THE SUBSCRIBING WITNESSES TO THE WITHIN INSTRUMENT; THAT EACH OF SAID WITNESSES SAY THE EXECUTION AND DELIVERY OF THE SAME BY EACH GRANTOR THEREIN FOR THE PURPOSE SET FORTH; AND THAT EACH OF SAID WITNESSES SIGNED THE SAME AS PURPORTED.

SWORN TO AND SUBSCRIBED BEFORE ME,  
THIS 22<sup>ND</sup> DAY OF NOVEMBER, 20 16.

[Handwritten Signature]

(SUBSCRIBING WITNESS)

Deborah M Sims  
NOTARY PUBLIC

FAYETTE COUNTY, STATE OF GEORGIA



## FAYETTE COUNTY STREET LIGHTING PROGRAM SIGNATURE SHEET

42-63, 65-70 AND 72-88  
Lot #(s)

D.R. Horton-Crown, LLC  
Property Owner(s)

Navarre Drive, Couch Court  
(Street & No.)

[Signature]  
Signature

\_\_\_\_\_  
Signature

**Yes**   **No**   (Check yes or no for each Address signature)

[Signature]  
Witness

\_\_\_\_\_  
Lot #(s)

\_\_\_\_\_  
Property Owner(s)

\_\_\_\_\_  
(Street & No.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**Yes**   **No**   (Check yes or no for each Address signature)

\_\_\_\_\_  
Witness

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval of staff's recommendation to award Contract #1221-P to CH2M Hill Engineers, Inc., to serve as Engineer of Record for the Water System for the period ending June 30, 2018, and with provisions for two one-year renewals, in amounts to be determined by each task order as assigned.

**Background/History/Details:**

The Water System began using an on-call or Engineer of Record service with award of a contract to CH2M Hill on September 26, 2013. This has proven to be an effective way to obtain engineering services for a variety of projects. Examples are Lake Peachtree dredging, Camp Southern Ground waterline, chemical system improvements, and other projects. The use of an Engineer of Record has enabled the Water System to reduce the amount of time it takes to provide water improvements and other services to citizens.

The Water System has worked with the Purchasing Department to obtain and evaluate proposals for a new contract, as described in more detail in the attached backup documents. A mandatory pre-proposal conference included thirteen firms, seven of who submitted proposals.

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

Approval of staff's recommendation to award Contract #1221-P to CH2M Hill Engineers, Inc., to serve as Engineer of Record for the Water System for the period ending June 30, 2018, and with provisions for two one-year renewals, in amounts to be determined by each task order as assigned.

**If this item requires funding, please describe:**

Under the contract, each Task Order awarded will include a not-to-exceed amount. The total will depend on the number and scope of Task Orders.

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

“WHERE QUALITY  
IS A LIFESTYLE”

**PURCHASING DEPARTMENT**  
140 STONEWALL AVENUE WEST, STE 101  
FAYETTEVILLE, GEORGIA 30214  
PHONE: 770-305-5420  
www.fayettecountyga.gov

To: Steve Rapson

From: Ted L. Burgess

Date: February 9, 2017

Subject: RFP#1221-P: Water System Engineer of Record

A requirement common to county and municipal water systems is the ongoing use of professional engineering services related to the treatment, storage, and distribution of water. The need can arise at any time during the year.

To go through a sealed bid or proposal process each time engineering services are needed would be cumbersome, and would delay work that impacts water quality or service. It is therefore customary for local governments to contract with a firm to serve as the “on-call engineer” or Engineer of Record.

An Engineer of Record could be issued Task Orders to perform work that includes, but is not limited to, the following examples:

1. Water quality studies and recommended improvements
2. Construction management and inspection
3. Modeling, data analysis and interpretation
4. Mapping and surveying
5. Environmental or other permits
6. Water shed monitoring and quality analysis
7. Chemical treatment process advice
8. Safe dams inspection and reporting

The Purchasing Department issued Request for Proposals (RFP) #1221-P to seek an Engineer of Record for a contract through June 30, 2018 with provisions for two 12-month extensions. The Department emailed notices to 28 qualified companies already established as vendors with the county. Invitations were extended via the Fayette News, the county website, Georgia Local Government Access Marketplace ([www.glga.org](http://www.glga.org)), and Channel 23. An additional 720 vendors were notified through the Internet-based Georgia Procurement Registry.

Thirteen firms attended a mandatory pre-proposal conference that was held on November 18, 2016. Of this number, seven companies submitted bids (Attachment 1). Since the contract will specify that work is to be assigned on an as-needed basis, proposals do not include a lump sum cost. Instead, they show hourly and other charges.



The Evaluation Committee, composed of members from the Water System, Public Works, and Purchasing, scored the proposals using the evaluation criteria in the RFP. The criteria included (1) understanding and approach to addressing needs, the assigned project team, the firm's expertise and experience, and quality of the written proposal. There was a price component of the evaluation scores, which was based on the firms' proposed hourly fees.

The cost of these services will ultimately depend on the number and complexity of projects the county assigns to the Engineer of Record. Funds are budgeted in various accounts, depending on the nature of the expenditure. The Terms and Conditions of the contract include the stipulation that "the county reserves the right to competitively solicit other vendors for tasks or projects that are anticipated to cost \$200,000 or more, but which would otherwise fall within the Scope of Work specified in the contract."

Since CH2M was the previous Engineer of Record, the end-of-contract performance evaluation for that contract is attached (Attachment 2).

Specifics of the proposed contract are as follows:

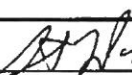
|                      |   |
|----------------------|---|
| Contract Name        | 1221-P: Water System Engineer of Record     |
| Type of Contract     | Competitively solicited, on-demand services |
| Vendor               | CH2M  |
| Contract Term:       |   |
| Initial Term         | Terminates June 30, 2018                    |
| Renewal Terms        | Two 12-month renewal terms                  |
| Not-to-Exceed Amount | Amounts established for each Task Order     |
| Budget               | Varies, depending on the project or task    |

**PROPOSAL #1221-P: WATER SYSTEM ENGINEER OF RECORD  
EVALUATION SCORING SHEET**

Summary

| TECHNICAL MERIT:             |                                 | MAX POINTS | BURNS & MCDONNELL ENGINEERING CO, INC. | CH2M HILL ENGINEERS, INC. | HAZEN AND SAWYER | KECK & WOOD, INC. | MWH, NOW PART OF STANTEC | TETRA TECH, INC. | WIEDEMAN AND SINGLETON, INC. |
|------------------------------|---------------------------------|------------|--|---------------------------|------------------|-------------------|--------------------------|------------------|------------------------------|
| 1                            | Understanding and approach      | 40         | 30.5                                   | 38.3                      | 34.8             | 26.8              | 30.0                     | 34.8             | 24.5                         |
| 2                            | Project team                    | 30         | 22.5                                   | 25.5                      | 24.0             | 20.8              | 20.0                     | 24.3             | 22.8                         |
| 3                            | Firm's expertise and experience | 20         | 15.0                                   | 17.8                      | 16.5             | 12.3              | 14.8                     | 16.0             | 14.0                         |
| 4                            | Quality of written proposal     | 10         | 7.8                                    | 8.5                       | 9.8              | 8.5               | 7.0                      | 8.8              | 7.5                          |
| <b>Total Technical Merit</b> |                                 | <b>100</b> | <b>75.8</b>                            | <b>90.0</b>               | <b>85.0</b>      | <b>68.3</b>       | <b>71.8</b>              | <b>83.8</b>      | <b>68.8</b>                  |
| Technical Merit              |                                 | 70%        | 53.0                                   | 63.0                      | 59.5             | 47.8              | 50.2                     | 58.6             | 48.1                         |
| Price Evaluation             |                                 | 30%        | <u>17.1</u>                            | <u>30</u>                 | <u>21.3</u>      | <u>22.8</u>       | <u>18.1</u>              | <u>23.4</u>      | <u>24.8</u>                  |
| Total Score                  |                                 |            | <u>70.1</u>                            | <u>93.0</u>               | <u>80.8</u>      | <u>70.6</u>       | <u>68.3</u>              | <u>82.0</u>      | <u>72.9</u>                  |



| <b>FAYETTE COUNTY, GEORGIA<br/>CONTRACTOR PERFORMANCE EVALUATION</b>  |              | Page 1   |     |        |           |  |
|---|--------------|--|-----|--------|-----------|--|
| 1. Use this form to record contractor performance for any contract of \$50,000 or above.<br>2. The person who serves as project manager or account manager is the designated party to complete the evaluation.<br>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. |              |  |     |        |           |  |
| <b>VENDOR INFORMATION</b>   |              | <b>COMPLETE ALL APPLICABLE INFORMATION</b>                         |     |        |           |  |
| Company Name: CH2M Hill   |              | Contract Number: #P888   |     |        |           |  |
| Mailing Address: 6600 Peachtree Dunwoody Road, 400 Embassy Row, Suite 600   |              | Contract Description or Title: Engineer of Record for Water System |     |        |           |  |
| City, St, Zip Code: Atlanta, Ga. 30328  |              | Contract Term (Dates)<br>From: 2013 To: December 2016              |     |        |           |  |
| Phone Number:   |              | Task Order Number:   |     |        |           |  |
| Cell Number:  |              | Other Reference:   |     |        |           |  |
| E-Mail Address:   |              |  |     |        |           |  |
| <b>DEFINITIONS</b>  |              |  |     |        |           |  |
| <b>OUTSTANDING</b> - 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.   |              |  |     |        |           |  |
| <b>EXCELLENT (Exc)</b> - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.   |              |  |     |        |           |  |
| <b>SATISFACTORY (Sat)</b> - Vendor met minimum contractual requirements or performance expectations of the products/services.   |              |  |     |        |           |  |
| <b>UNSATISFACTORY (UnSat)</b> - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements  |              |  |     |        |           |  |
| <b>EVALUATIONS (Place "X" in appropriate box for each criterion.)</b>   |              |  |     |        |           |  |
| Criteria (includes change orders / amendments)  | Out-standing | Exc  | Sat | Un-Sat | Not Apply |  |
| 1. Work or other deliverables performed on schedule   |              |  | X   |        |           |  |
| 2. Condition of delivered products  | X            |  |     |        |           |  |
| 3. Quality of work  |              |  | X   |        |           |  |
| 4. Adherence to specifications or scope of work   |              | X  |     |        |           |  |
| 5. Timely, appropriate, & satisfactory problem or complaint resolution  |              |  | X   |        |           |  |
| 6. Timeliness and accuracy of invoicing   |              |  | X   |        |           |  |
| 7. Working relationship / interfacing with county staff and citizens  | X            |  |     |        |           |  |
| 8. Service Call (On-Call) response time   | X            |  |     |        |           |  |
| 9. Adherence to contract budget and schedule  |              |  | X   |        |           |  |
| 10. Other (specify):  |              |  |     |        |           |  |
| 11. Overall evaluation of contractor performance  |              | X  |     |        |           |  |
| <b>EVALUATED BY</b>   |              |  |     |        |           |  |
| Signature:   |              | Date of Evaluation: January 25, 2017                               |     |        |           |  |
| Print Name: Lee Pope  |              | Department/Division: Water System                                  |     |        |           |  |
| Title: Water System Director  |              | Telephone No: 70-320-6016  |     |        |           |  |



## Water System Engineer of Record

## Fees, Rates, and Other Charges

## ASSUMED LARGE PROJECT

|                                 | <i>Assumed</i>                  | Burns &    |                 | Hazen &         | Keck &          | MWH             | Tetra           | Wiedeman        |                 |
|---------------------------------|---------------------------------|------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
|                                 | <i>Hours</i>                    | McDonnell  | CH2M            | Sawyer          | Wood            | Santec          | Tech            | & Singleton     |                 |
| <b>Executive/Administrative</b> |                                 |            |                 |                 |                 |                 |                 |                 |                 |
|                                 | AVERAGE HOURLY FEE              | \$232      | \$180           | \$205           | \$205           | \$290           | -               | -               |                 |
|                                 | <b>LARGE PROJ. FEES</b>         | <b>16</b>  | <b>\$3,704</b>  | <b>\$2,880</b>  | <b>\$3,280</b>  | <b>\$3,280</b>  | <b>\$4,640</b>  | <b>-</b>        | <b>-</b>        |
| <b>Manager/Supervisor</b>       |                                 |            |                 |                 |                 |                 |                 |                 |                 |
|                                 | AVERAGE HOURLY FEE              | \$213      | \$148           | \$163           | \$177           | \$208           | \$171           | \$165           |                 |
|                                 | <b>LARGE PROJ. FEES</b>         | <b>82</b>  | <b>\$17,439</b> | <b>\$12,095</b> | <b>\$13,325</b> | <b>\$14,473</b> | <b>\$17,083</b> | <b>\$14,043</b> | <b>\$13,530</b> |
| <b>Professional</b>             |                                 |            |                 |                 |                 |                 |                 |                 |                 |
|                                 | AVERAGE HOURLY FEE              | \$159      | \$72            | \$126           | \$106           | \$136           | \$120           | \$112           |                 |
|                                 | <b>LARGE PROJ. FEES</b>         | <b>180</b> | <b>\$28,530</b> | <b>\$12,927</b> | <b>\$22,757</b> | <b>\$19,040</b> | <b>\$24,400</b> | <b>\$21,653</b> | <b>\$20,100</b> |
| <b>Admin/Support/Clerical</b>   |                                 |            |                 |                 |                 |                 |                 |                 |                 |
|                                 | AVERAGE HOURLY FEE              | \$84       | \$55            | \$76            | \$69            | \$96            | \$73            | \$70            |                 |
|                                 | <b>LARGE PROJ. FEES</b>         | <b>49</b>  | <b>\$4,116</b>  | <b>\$2,695</b>  | <b>\$3,736</b>  | <b>\$3,397</b>  | <b>\$4,696</b>  | <b>\$3,553</b>  | <b>\$3,430</b>  |
|                                 | <b>TOTAL LARGE PROJECT FEES</b> | <b>327</b> | <b>\$53,789</b> | <b>\$30,597</b> | <b>\$43,098</b> | <b>\$40,190</b> | <b>\$50,819</b> | <b>\$39,248</b> | <b>\$37,060</b> |
|                                 | <b>Technical Merit Score</b>    | 53.0       | 63.0            | 59.5            | 47.8            | 50.2            | 58.6            | 48.1            |                 |
|                                 | <b>Price Evaluation Score</b>   | 17.1       | 30.0            | 21.3            | 22.8            | 18.1            | 23.4            | 24.8            |                 |
|                                 | <b>Total Score</b>              | 70.1       | 93.0            | 80.8            | 70.6            | 68.3            | 82.0            | 72.9            |                 |

**BOARD OF COUNTY COMMISSIONERS**

Eric Maxwell, Chairman  
 Randy Ognio, Vice Chairman  
 Steve Brown  
 Charles W. Oddo  
 Charles D. Rousseau

**FAYETTE COUNTY, GEORGIA**

Steve Rapson, County Administrator  
 Dennis A. Davenport, County Attorney  
 Tameca P. White, County Clerk



140 Stonewall Avenue West  
 Public Meeting Room  
 Fayetteville, GA 30214

**MINUTES**

January 26, 2017  
 7:00 p.m.

---

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month at 7:00 p.m.

**Call to Order**

Chairman Eric Maxwell called the January 26, 2017 Board of Commissioners meeting to order at 7:01 p.m.  
 A quorum of the Board was present.

**Invocation by Chairman Eric Maxwell**

Chairman Maxwell gave the Invocation.

**Pledge of Allegiance**

Chairman Maxwell led the Board and audience in the Pledge of Allegiance.

**Acceptance of Agenda**

Commissioner Brown moved to accept the agenda. Vice Chairman Ognio seconded. The motion passed 5-0.

**PROCLAMATION/RECOGNITION:**

1. **Recognition of the Fayette County departments who won in the Fayette County 4th Annual Merry Door Decorating Contest.**

County Administrator Steve Rapson presented awards to the first and second place winners of the County's 4<sup>th</sup> Annual Merry Door Decorating Contest. Building Permits and Inspections Director Joe Scarborough and Assistant Director Steve Tafoya, with staff accepted the 2<sup>nd</sup> Place trophy for their door decoration. 911 Center Director Bernard Brown, with staff, and Library Director Chris Snell, with staff, both accepted 1<sup>st</sup> Place respectively. A copy of the request, identified as "Attachment 1," follows these minutes and is made an official part hereof.

2. **Presentation by Fayette County's auditing firm, Nichols, Cauley & Associates, LLC, of the results of the Fiscal Year 2016 annual audit.**

A representative from Nichols, Cauley and Associates, LLC, Gregory Chapman presented the results of the 2016 annual audit. Chief Finance Officer Mary Parrott and Mr. Rapson assisted with responding to questions from the Board. A copy of the request and PowerPoint presentation, identified as "Attachment 2," follows these minutes and is made an official part hereof.

There was no vote on this item.

### **PUBLIC HEARING:**

Community Development Director Pete Frisina read the *Introduction to Public Hearings for the Rezoning of Property*. A copy of the request and proclamation, identified as "Attachment 3," follows these minutes and is made an official part hereof.

3. **Consideration of Petition No. 1263-17, Fayette County Board of Commissioners, Owner, and Phil Mallon, Agent, request to rezone 0.27 acres from C- H to R-70 for property located in Land Lot(s) 256 of the 13th District and fronting on Veterans Parkway.**

Public Works Director Phil Mallon briefed the Board that this is a part of the West Fayetteville Bypass/Veterans Parkway project. He stated that the parcel is located at the intersection of Westbridge Road and State Route 92. He stated that Fayette County purchased a three acre parcel in the Veterans Parkway roadway, which split it into two parcels. He informed the Board that the correct rezoning is for 0.237 acres and that the request is to rezone the property to match the adjacent property. He stated that the property is needed for right-of-way to complete the project.

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

Commissioner Brown moved to approve Petition No. 1263-17, Fayette County Board of Commissioners, Owner, and Phil Mallon, Agent, request to rezone 0.237 acres from C- H to R-70 for property located in Land Lot(s) 256 of the 13th District and fronting on Veterans Parkway. Vice Chairman Ognio seconded. The motion passed 5-0. A copy of the request, Ordinance 1263-17 and Resolution 1263-17, identified as "Attachment 4," follows these minutes and is made an official part hereof.

4. **Consideration of the Director of Public Work's determination on the proposed abandonment of a portion of McBride Road.**

Mr. Mallon briefed the Board that this property is located at McBride and Antioch Road. He stated that this portion of McBride Road is the result of a Special Purpose Local Option Sales Tax (SPLOST) project that was completed in 2010. He stated that the right-of-way was donated when the Belmont Subdivision was developed. He stated that when Fayette County moved the road in 2010, the County regained ownership of the old road bed. He stated that property owners made a written request to consider abandoning the property. He stated that in his opinion it serves no useful purpose to the County. He stated that he supports abandoning the property.

Commissioner Brown asked if it was the same owners on either side of the property. Mr. Mallon stated that it is two different owners and that the property would be split between the two owners. The current zoning on the north section of the parcel is R-45 and the south parcel is R-40. Commissioner Brown asked if there had been any request to rezone. Mr. Frisina stated that the properties are zoned one acre.

County Attorney Dennis Davenport stated that Engineer for the Road Department, Anthony Stanley was present and he would like for him to render an opinion of value regarding this property. He stated that he has experience and training in estimating the value of property in Fayette County. He stated that with his training and research of available records, including the appraisals and tax assessors' data, he estimated the value of the half acre within the right-of-way to be \$11,035.

Mr. Davenport stated that in the abandonment process the rules are different for property with values greater than \$30,000. He stated that this property's value is below that threshold and gives the Board more maneuverability in respect to how to abandon the property. He stated that the primary difference was that property greater than \$30,000 would require that the property was appraised and sold at fair market value to the highest bidder. He stated that when property was valued that high



it was because it was a significant amount of property. He stated that it was up to the governing body to determine what to do when the value was less than \$30,000.

Commissioner Brown asked the cost to realign McBride Road. Mr. Mallon stated that the majority of the cost was donated to the County when the subdivision was built. He stated that there was a minimum cost.

The agent for the property owners, Mr. Boyd spoke in favor of this request. He stated that the donation of the property was part of the rezoning conditions. Commissioner Brown stated that the owner did receive some profit from the developer. Mr. Boyd stated that was correct.

Mr. Rapson read the following email into the record: "Records indicate that Mr. Stinchcomb dedicated some 60 foot right-of-way for the McBride Road relocation, east of Antioch Road at no cost to the County. This transfer was part of the Belmont Subdivision and that occurred in April 1995. After the design was completed for this intersection improvement project in July of 2009, it was determined that additional right-of-way was needed and at that time they purchased land from the owners." He stated that in this case the gentleman was paid \$1,100.

Mr. Bill Wheeler spoke in favor of this request. He stated that with the proposal presented it would help give him enough room to put in a small retention pond to keep the water from polluting the lake.

No one spoke in opposition of this item.

Mr. Davenport stated that the Board has been presented with evidence from Mr. Stanley that the value was under \$30,000 and the Board can adopt that in respect to the value of the property. He stated that Mr. Mallon also presented evidence that this property was no longer being used for a public purpose and he considered moving it from the County's road system as being in the best public interest of Fayette County. He stated that was important if the Board's decision was to abandon this portion of the property.

Commissioner Brown stated that the property does have some value and that he had some reservations about abandoning the property. He stated that he would like to see the citizens recoup something for the land. He stated that he felt the property should be posted for bid.

Vice Chairman Ognio stated that the value of the property was only good to the people on those parcels. He stated that the property was not big enough to do anything and no one would pay anything for it. He stated that a retention pond would benefit both the property owners and the County.

Commissioner Oddo moved to accept the proposed abandonment of a portion of McBride Road and finding that the value of the property is less than \$30,000 and that it no longer serves a public purpose and removing it from the County's road systems is in the public's best interest and that the owners pay the cost to abandon the property. Vice Chairman Ognio seconded. Discussion followed.

Vice Chairman Ognio asked if that was agreeable to the owners. Mr. Boyd stated that it was agreeable and that he could prepare the deed and conduct the survey. He stated that the erosion was not because of anything that the owners created. He stated that in the spirit of cooperation, he would pay \$1,100 that Mr. Stinchcomb was paid back to the County.

The motion was amended.

Commissioner Brown stated that he felt the property should be posted for bid.

Commissioner Oddo moved to accept the proposed abandonment of a portion of McBride Road and finding that the value of the property is less than \$30,000 and that it no longer serves a public purpose and removing it from the County's road

systems is in the public's best interest and that the owners pay the cost to abandon the property and pay the \$1,100 to be returned to the County. Vice Chairman Ognio amended the second. Discussion followed. The motion passed 4-1 with Commissioner Brown voting in opposition. A copy of the request, identified as "Attachment 5," follows these minutes and is made an official part hereof.

### **CONSENT AGENDA:**

Commissioner Brown moved to accept the Consent Agenda with the exception of removing Items #5 and #8 for discussion. Commissioner Oddo seconded. The motion passed 5-0.

#### **5. Approval of staff's request for the Board of Commissioners to establish the annual Budget Calendar for Fiscal Year 2018 which begins July 1, 2017 and ends June 30, 2018.**

Commissioner Brown moved to revise the Board of Commissioners Retreat (April 21, 2017) format to include all county departments and offices of the Constitutional Officers, incorporating discussions related to policy, staffing, programming, capital expenses and departmental goals, and to add an addition day, Thursday, April 20, to the Retreat, if deemed necessary; and to add a Board of Commissioners budget review meeting on Monday, May 8 for thorough department-by-department review of the proposed FY2018 budget with directors prepared to discuss year-to-year changes, new budget line items and justification for existing items, if requested by the Board. This meeting would be a public meeting and citizens would be welcome to come to the May 8 meeting; and to approve the remainder of the schedule. Commissioner Rousseau seconded.

Mrs. Parrott stated that the schedule was to outline the steps needed to have an official budget adopted as of July 1, 2017 which would start the next fiscal year. She stated that there are public notices required for publication in regards to the hearings.

Chairman Maxwell asked if the Finance's recommendation was to follow the schedule as presented. She stated that it was.

Commissioner Brown stated that in the last two years the retreats have been brief and things have come up suddenly that had to be discussed at the retreat. He stated that after the retreat the department heads, County Administrator and finance department are still working on the budget. He stated that he would like to have a budget discussion after staff has taken the comments from the retreat and realign things if necessary to bring back to the Board. He stated that a document was added to the dais, "Department Outreach Schedule" and that it could be used as item number one in formatting the retreat. He stated that he wanted access to the departments to ask them questions.

Mrs. Parrott stated that a date was added where the budget was presented to the Board of Commissioners and the Board was provided detail budget books which has all the details which was scheduled for May 22. She stated that she would be concerned with being ready to provide all the information to the Board earlier than the date presented on the proposed schedule.

Mr. Rapson stated that of the four years that the county has balanced the budget, the County has rolled back taxes for three of those years. He stated that the one year the tax was not rolled back was because the reassessments were so bad, they could not be rolled back. He stated that at the retreat he immediately flags the new programs, positions and he tries to highlight those things. He stated that the Commissioners can let staff know what they would like to have done. He stated that he welcomes any input from the Commissioners.

Commissioner Brown shared his concerns regarding receiving the budget book hours before a retreat and not having the discussions with the department heads.

Commissioner Oddo stated that the Commissioners are invited to the two budget workshops that are on the proposed schedule. Mr. Rapson stated that was correct and that staff can set up a meeting with any department that a Commissioner would like to speak with. Commissioner Oddo stated that the opportunity was available.

Chairman Maxwell stated that he was able to meet with all departments except two of them and he was able to do that on his own without Mr. Rapson. He stated that he wants to have communications with the department heads. He asked Commissioner Brown what would trigger the need to meet with the department; would it be those who had a substantial change in the budget.

Commissioner Brown stated that the Board would make that determination at the meeting.

Commissioner Oddo stated that he feels that the Board receives the agenda packages late. He stated that there was a lot of pressure. He stated that each time he has gotten the budget book he reviews it. He stated that he would jump on the offer to be present at the budget workshop instead of scheduling additional meetings.

Vice Chairman Ognio stated that the retreat was when the information with department heads and constitutional officers should be discussed. He stated that he had no problem making it a two day retreat. He stated that it was asking a lot of staff to schedule a meeting before May 22. He stated that he had no problem scheduling another public hearing if needed to address any issues before the June 6 date. He stated that he has followed the schedule for the past four years and he can do it again this year.

Commissioner Brown asked Vice Chairman Ognio if he would be amenable to changing the May 8 meeting to May 22. Vice Chairman Ognio stated that he felt the Board would just be repeating the retreat.

Commissioner Rousseau stated that he was open to Commissioner Brown's suggestion that the Board does not have a lot of intimate interaction with department heads and the constitutional officers. He stated that he was in favor of adding an additional date on the front end and not necessarily on the back end to interact with the constitutional officers. He stated that opportunities do exist and there will be opportunities to interact with the department heads. He stated that the Board has to be aware of the operations to make educated decisions. He stated that by the operational guidelines that responsibility was given to Mr. Rapson to do the day-to-day operations. He stated that he was going to pull this item because he would like to see the emphasis placed on where the public has the opportunity to engage the Commissioners.

Mrs. Parrott stated that when the budget books are presented to the Board they are also made available at the library and at the county administrative office.

Vice Chairman Ognio stated that the retreat was open to the public.

Commissioner Rousseau stated to use the term "public interaction with staff and the budget process". He stated that it was an opportunity for citizens to come to the Board to bring critical issues in their neighborhood. He stated that he agreed with some of the comments from Commissioner Brown, but that there are inherent dangers because the Board was not charged with the day-to-day of the county. He stated that if Commissioner Brown was amenable to his motion, he would be open to adding the extra day on the front end.

Commissioner Brown asked staff to put him on the schedule to be present at the May 2-5 meeting.

Mr. Rapson stated that those meetings are only if necessary with the departments. He stated that he was only meeting with those that he cannot reach an agreement with. He recommended adding the non-agencies to the meeting on April 20. Commissioner Rousseau stated that he was always concerned with citizens' input. He stated that he would like the budget hearings to be out in the community to make it more convenient. He stated that he would like to see that in the future.

Mr. Rapson stated there has always been public present at the retreat. He stated that Commissioners have gone to the homeowners associations to discuss projects.

Commissioner Rousseau stated that he wants to educate the public about where their dollars are going and what the Board was mandated to fund. He stated that many citizens do not know that almost 70% of their taxes go to the school board and that the County was only working with 30%. He stated that an educated constituency would be armed to know why the Board was making the decisions that are being made.

Commissioner Brown moved to revise the Board of Commissioners Retreat (April 21, 2017) format to include all county departments and offices of the Constitutional Officers and non-agencies, incorporating discussions related to policy, staffing, programming, capital expenses and departmental goals, and to add an additional day, Thursday, April 20, to the Retreat. Commissioner Rousseau seconded. The motion passed 5-0. A copy of the request, identified as "Attachment 6," follows these minutes and is made an official part hereof.

6. **Approval of staff's recommendation to award Contract #1016-P, Amendment 1 to Sages Networks, Inc. to add permitting, inspection, enforcement, interactive voice response, and credit modules to existing software modules at the first-year cost of \$41,540 and to authorize transfer of \$16,000 from the Contingency Fund for this purpose.** A copy of the request, identified as "Attachment 7," follows these minutes and is made an official part hereof.
7. **Ratification of the City of Fayetteville's appointment of Dr. Regina M. Daigre to the Fayette County Library Board for a four-year term beginning January 1, 2017 and expiring December 31, 2020.** A copy of the request, identified as "Attachment 8," follows these minutes and is made an official part hereof.
8. **Approval of the Public Arts Committee's request for Concept Approval to assist with the planning and execution of a festival in Town of Tyrone.**

Commissioner Brown asked Public Arts Committee Chairwoman Donna Thompson to explain what the Public Arts Committee would be doing at this event.

Mrs. Thompson explained that the ordinance that created the Public Arts Committee charged the committee with integrating art throughout Fayette County. She stated that this was one of the tasks the committee was aiming to achieve by assisting with this event.

Commissioner Brown moved to approve the Public Arts Committee's request for Concept Approval to assist with the planning and execution of a festival in Town of Tyrone. Commissioner Oddo seconded. The motion passed 5-0. A copy of the request, identified as "Attachment 9," follows these minutes and is made an official part hereof.

9. **Approval of the Public Arts Committee's request for Concept Approval to assist in the planning of the Tyrone Winter Break program and to develop a Birdhouse build/decorate event in addition to a children's art project.** A copy of the request, identified as "Attachment 10," follows these minutes and is made an official part hereof.
10. **Approval of staff's recommendation to add Elysian Fields subdivision to Fayette County's Street Light Program.** A copy of the request, identified as "Attachment 11," follows these minutes and is made an official part hereof.
11. **Approval of the Water Committee's recommendation to approve a request from Row America to close Lake McIntosh Park for a Regatta to be held on March 18, 2017.** A copy of the request, identified as "Attachment 12," follows these minutes and is made an official part hereof.
12. **Approval of the January 12, 2017 Board of Commissioners Meeting Minutes.**

**OLD BUSINESS:** None.

**NEW BUSINESS:**

13. **Consideration of a recommendation from the Selection Committee, comprised of Vice Chairman Randy Ognio and Commissioner Charles Oddo, to re-appoint Clarence Leathers to the Fayette County Library Board for a four-year term beginning January 1, 2017 and expiring December 31, 2020.**

Vice Chairman and Commissioner Oddo shared positive comments regarding Mr. Leathers and the other applicants.

Commissioner Oddo moved to approve to re-appoint Clarence Leathers to the Fayette County Library Board for a four-year term beginning January 1, 2017 and expiring December 31, 2020. Commissioner Brown seconded. The motion passed 4-0. Commissioner Rousseau stepped out of the room. A copy of the request, identified as "Attachment 13," follows these minutes and is made an official part hereof.

14. **Consideration of a recommendation from the Selection Committee, comprised of Vice Chairman Randy Ognio and Commissioner Charles Oddo, to re-appoint Tony Parrott to the Fayette County Library Board for a four-year term beginning January 1, 2017 and expiring December 31, 2020.**

Commissioner Oddo stated that Mr. Parrott served a partial term and has been elected to serve as Vice Chair to the Library Board. He stated that the Selection Committee felt Mr. Parrott should continue for a full term.

Commissioner Oddo moved to approve to re-appoint Tony Parrott to the Fayette County Library Board for a four-year term beginning January 1, 2017 and expiring December 31, 2020. Vice Chairman Ognio seconded. The motion passed 3-0-1 Commissioner Brown abstained. Commissioner Rousseau stepped out of the room. A copy of the request, identified as "Attachment 14," follows these minutes and is made an official part hereof.

15. **Consideration of the approval to adopt the Fayette County Public Arts Committee's By-laws.**

Mrs. Thompson stated that the Public Arts Committee's by-laws had been reviewed by Mr. Davenport and are being presented to the Board for approval.

Commissioner Brown moved to approve the adoption of the Fayette County Public Arts Committee's By-laws. Commissioner Oddo seconded. Discussion followed. The motion passed 5-0. A copy of the request, identified as "Attachment 15," follows these minutes and is made an official part hereof.

16. **Review and discussion of the priority list of existing stormwater projects.**

Mr. Rapson stated that this was a follow up from Commissioner Brown's request in October. He stated that there was a major realignment of existing projects to fund the amount needed for Emerald Lake Dam. He stated that it was included in category one of the stormwater utilities, which are projects involving safety issues. He stated that the projects include Rising Star, Antebellum, Old Senoia, Lees Mill, Broom Boulevard and Emerald Lake. He continued that all these projects are category one projects that have been funded through loans that have been noted in the audit. He stated that Emerald Lake was currently the only project in construction and the next two in late March was Rising Star and Oak Street. He stated that all the projects should be completed by the end of the year with the exception of Antebellum Lane, Old Senoia Road and the Kosiak Dam. He stated that Longview Dam and Kosiak Dam have some legal issues and Corps of Engineer was involved. He stated that staff was working with the residents for solutions.



Commissioner Brown asked if Kosiak Dam would be completed in the future if the Special Purpose Local Option Sales Tax was approved or would the County cover the entire cost. Mr. Rapson stated that the County was going to do an allocation to the homeowner and he was going to work with the Corps of Engineer. Mr. Rapson that the funds in the SPLOST would cover the County's portion.

Mr. Mallon stated that the legal issues are holding up the project and not the funding.

There was no vote on this item.

**17. Consideration of the County Attorney's recommendation to deny the disposition of tax refunds, as requested by Gregg Appliances DBA HH Gregg, for tax year 2016 in the amount of \$3,523.80.**

County Attorney Dennis Davenport briefed the Board regarding the tax refund request from Gregg Appliances. He stated that this was personal property that was valued by the tax assessor's office. He stated that the value was communicated to the taxpayer and once communicated the taxpayer has forty-five days to respond by either refuting the value or with no response which means they agree with the value. He stated that the taxpayer informed the tax assessor's office, after the fact, that they had a different methodology that would arrive at a value of a lesser number that would result in lesser taxes. He stated that the taxpayer was told they had past the deadline to appeal and so the taxpayer submitted a tax refund request instead for the amount they believed should be refunded. He stated that he recommends denial in the amount of \$3,523.80.

Commissioner Brown moved to deny the disposition of tax refunds, as requested by Gregg Appliances DBA HH Gregg, for tax year 2016 in the amount of \$3,523.80. Vice Chairman Ognio seconded. Discussion followed. The motion passed 5-0. A copy of the request, identified as "Attachment 16," follows these minutes and is made an official part hereof.

**18. Consideration of the County Attorney's recommendation to deny the disposition of tax refunds, as requested by Jamie Johnson Kagels for tax years 2014, 2015 and 2016 in the aggregated amount of \$5,745.49.**

Mr. Davenport briefed the Board that Ms. Kagels was notified of the meeting. He stated that this request is requesting retroactive application to the veteran's homestead exemption and therefore he was recommending denial in the amount of \$5,745.49.

Commissioner Oddo moved to deny the disposition of tax refunds, as requested by Jamie Johnson Kagels for tax years 2014, 2015 and 2016 in the aggregated amount of \$5,745.49. Vice Chairman Ognio seconded. Discussion followed. The motion passed 3-2 with Chairman Maxwell and Commissioner Brown voting in opposition. A copy of the request, identified as "Attachment 17," follows these minutes and is made an official part hereof.

**19. Consideration of the County Attorney's recommendation to approve the disposition of tax refunds, as requested by Joann Chapman for tax years 2014 and 2015 in the aggregated amount of \$251.53.**

Mr. Davenport briefed the Board on this item. He stated that Ms. Chapman had an exemption on her homestead for age 62 and over. He stated that it was a locate exemption in Fayette County. He stated that due to illness she had to move in with a relative and that she maintained her homestead exemption for her previous address. He stated that in error the L4 Homestead was removed and should not have been. He stated that he recommended approval of the \$251.53 tax refund.

Commissioner Brown moved to approve the disposition of tax refunds, as requested by Joann Chapman for tax years 2014 and 2015 in the aggregated amount of \$251.53. Commissioner Oddo seconded. The motion passed 5-0. A copy of the request, identified as "Attachment 18," follows these minutes and is made an official part hereof.

### **PUBLIC COMMENT:**

Ms. Yvonne Smith spoke regarding stormwater issues in the Newton Plantation neighborhood, water quality issues, the lack of fire hydrants in her neighborhood, drainage issues in the easements and the lack of a response regarding the cars on the lawn in her neighborhood. She asked the Board to address her concerns.

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

Mr. Rapson stated that Mr. Dennis Chase presented a "Turtle" report and has some interesting information regarding box turtles. He also addressed the concerns presented from Ms. Yvonne Smith. He stated that he has spoken with Ms. Smith. He stated that in regards to stormwater, Ms. Smith has submitted three service requests. He stated that the issues are on private property and not in the County's right-of-ways. He stated that staff has given her suggestions in regards to how to mitigate some of the issues. He stated that some of the things that she proposed cannot legally be done in the County's right-of-way. He stated that he has offered to sit with her and have the Environmental Management Director and any other experts to find out if there are some solutions to her stormwater issues. He stated that Newton Plantation was a private water system. He stated that the issues she addressed regarding Environmental Protection Agency are not a County system. He stated that was why there are no fire hydrants and why there was low water pressure. He stated that in late March staff asked CH2MHill to evaluate the five private water systems in Fayette County. He stated that there are two systems owned by the same individual that operates the well. He stated that when Ms. Smith talks about noncompliance issues that was who she was referring to. Mr. Rapson stated that in 2006 or 2007 Ms. Smith's home burned down. He stated that when the fire department arrived they pumped the system dry. He stated that now the fire emergency takes tankers and runs water from the county's water system. He stated that if Ms. Smith would like to have her water tested she can bring it to the County and we would test the water. He stated that she asked why Newton Plantation was not one of the projects on the stormwater utility recommendations and that was because it was a private system. He stated that staff would prioritize the private systems and determine if it makes sense to have them incorporated into the county's water system. He stated that in regards to the drain, the county was mandated to look at the drains, once every five years and the last time the county looked at those drains was March 20, 2012. He stated that they are on Environmental Management's cycle and they will be looked at again soon. He stated that in regards to the cars on the lawn, Commissioner Rousseau was working with code enforcement to determine if that was something the Board would like to do. He stated that staff was more than willing to meet with Ms. Smith.

The Board allowed Ms. Smith to give further comments.

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

**Notice of Executive Session:** County Attorney Dennis Davenport stated there were four items for Executive Session, one item involving Pending Litigation, two involving Threaten Litigation and the Review of the January 12, 2017 Executive Session Minutes for consideration in Executive Session.

### **COMMISSIONERS' REPORTS:**

#### **Chairman Maxwell**

Chairman Maxwell encouraged any Board member that has not visited Atlanta Regional Commission (ARC) should visit. He stated that he can give the Board updates when needed. He stated that Commissioner Oddo was recognized by ARC for his service.

#### **Commissioner Oddo**

Commissioner Oddo wished Vice Chairman Ognio and his wife Denise Ognio.

#### **Commissioner Brown**

In accordance with the Americans With Disabilities Act, accommodations are available for those who are hearing impaired and in need of a wheelchair. The Board of Commissioners Agenda and written material for each item is available on-line through the County's website at [www.fayettecountyga.gov](http://www.fayettecountyga.gov). This meeting will be telecast on Comcast Cable Channel 23 and on the internet at [www.livestream.com](http://www.livestream.com).

Commissioner Brown stated that as part of the County Administrator's annual evaluation, he would like a copy of his evaluations of the staff and then he would submit his evaluation to Human Resource. He also commended the young students in the audience for attending.

### **Commissioner Rousseau**

Commissioner Rousseau stated that he would like for the County Administrator to coordinate with Ms. Smith to meet and address her concerns. He stated that he would like for Chief Scarbrough to visit Newton Plantation to assure residents of the fire safety measures in place to respond in an event of a fire. He stated that he would extend an offer to her to meet and discuss the runoff of water. He stated that staff has given some assurance that the Water System would check the water in terms of the quality and if possible he would like staff to help secure the reports of the owner of the privately owned water system that were submitted to the State.

Mr. Rapson stated that looking at making those systems a part of the County's water system would be vetted through the Water Committee and a recommendation brought to the Board. He stated that staff was reviewing the five privately owned systems and based on the analysis would make a recommendation. Commissioner Rousseau stated that if there are budget impacts staff needs to review that. He also instructed staff to take care of the easement and drainage issues mentioned by Ms. Smith.

Commissioner Rousseau thanked staff for their efforts with the SPLOST bus tours. He stated that the tour was rained out but it was informative. He stated that he received an email that on February 2, Sandy Creek High School will hold an open house. He wished Vice Chairman Ognio and his wife a happy anniversary. He also commended the youth that were present for the meeting.

### **Vice Chairman Ognio**

Vice Chairman Ognio stated that he was re-appointed as Chairman to the Transportation Committee. He stated that the committee has looked at proposed improvements to the intersection of State Route 74 and SR 54. He stated that at the next Transportation Committee meeting DOT will be present to discuss multi-use paths. He concluded with a presentation of roses to his wife to celebrate their wedding anniversary.

### **EXECUTIVE SESSION:**

#### **One Item of Pending Litigation, Two Items of Threaten Litigation and Review of the January 12, 2017 Executive Session**

**Minutes:** Commissioner Brown moved to go into Executive Session. Commissioner Rousseau seconded. The motion passed 5-0.

The Board recessed into Executive Session at 10:09 p.m. and returned to Official Session at 10:42 p.m.

**Return to Official Session and Approval to Sign the Executive Session Affidavit:** Vice Chairman Ognio moved to return to Official Session and for the Chairman to sign the Executive Session Affidavit. Commissioner Rousseau seconded the motion.

The motion passed 5-0. A copy of the Executive Session Affidavit, identified as "Attachment 19," follows these minutes and is made an official part hereof.

**Approval of the January 12, 2017 Executive Session Minutes:** Vice Chairman Ognio moved to approve the January 12, 2017 Executive Session Minutes. Commissioner Brown seconded the motion. The motion passed 5-0.

### **ADJOURNMENT:**

Commissioner Brown moved to adjourn the January 26, 2017 Board of Commissioners meeting. Vice Chairman Ognio seconded the motion. The motion passed 5-0.

The January 26, 2017 Board of Commissioners meeting adjourned at 10:43 p.m.

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Tameca P. White, County Clerk

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Eric K. Maxwell, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 9<sup>th</sup> day of February 2017. Referenced attachments are available upon request at the County Clerk's Office.

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Tameca P. White, County Clerk

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Consideration of the approval of the wording for the monument at the Kenwood Park Monument and Memorial Garden Honoring Commissioner Pota Estel Coston.

**Background/History/Details:**

At the July 14, 2016 Board of Commission Meeting, the Board moved to accept a donation from private citizens, businesses, and community leaders for the installation of a Kenwood Park Monument and Memorial Garden in honor of late Commissioner Pota Coston and for the wording on the back of the monument to be left in abeyance until such time of final approval by the Board.

Since the approval was made by the Board of Commissioners, a group of citizens, business, and community leaders of Fayette County officially joined to sponsor and fully fund the development of a monument and memorial garden at Kenwood Park. The organizers of the Momentum and Memorial Garden are at a point to move forward with the inscription on the monument. To do so they are seeking the Board's approval. (July 14, 2016 minutes attached).

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

Approval of the wording for the monument at the Kenwood Park Monument and Memorial Garden Honoring Commissioner Pota Estel Coston.

**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:**



**THE HONORABLE**  
**POTA ESTEL**  
**COSTON**

**Fayette County**  
**Board of Commissioners**

*"A life well-lived  
leaves behind  
a beautiful bouquet  
of memories."*

Dedicated to the loving memory of Pota Estel Coston as a symbol of our gratitude for her enduring service to Fayette County Georgia as a devoted member of the Fayette County Board of Commissioners. Her service to the Fayette County community, though short lived, was unparalleled.

She was a true leader -- a visionary, trailblazer, change agent, history maker -- a leader who visualized opportunities for all Fayette County citizens. She was always optimistic and recognized the need to be inclusive in her desire to make the community better. We are truly blessed to be inspired by her generosity and her spirit of giving and serving.

Commissioner Rousseau amended his motion to change the word "City" to "County" in Section 4, Item 7. Commissioner Brown seconded the amended motion.

The motion to adopt Policy No. 100.27- Gifts and Memorials and to change the word "City" to "County" in Section 4, Item 7 passed 4-1 with Commissioner Ognio voting in opposition. Copies of the request and Policy No. 100.27- Gifts and Memorials, identified as "Attachment 9," follow these minutes and is made an official part hereof.

**12. Approval of staff's recommendation to accept a donation from private citizens, businesses, and community leaders, in an aggregate amount of \$37,487.00, for the installation of a Kenwood Park Monument and Memorial Garden in honor of late Commissioner Pota Estel Coston.**

Parks and Recreation Director Anita Godbee briefed the Board on staff's recommendation and showed a brief YouTube video of the proposed monument and memorial garden. She stated a group of citizens came before her and the Recreation Commissioner desiring to make a donation to Kenwood Park in honor of Commissioner Pota Coston. She stated the group wanted to fully fund the project at a total estimated cost of \$37,487.00. She described the types of foliage and features that would be part of the memorial and garden. She added that the citizens had agreed to fully maintain the memorial for three years meaning the county would not be responsible for maintenance for three years. She mentioned that there were two options available to the Board on regarding wording on the monument. Mrs. Godbee stated that this proposal was presented to the Recreation Commission at its July 12, 2016 meeting where it was unanimously recommended for approval by the Recreation Commission.

Chairman Oddo asked who would install the monument. Mrs. Godbee replied that the citizens would install the memorial and garden with oversight from the county's Buildings and Grounds Department to ensure it is put in per county standards. Chairman Oddo asked how the county would be protected with other than county personnel working on county property. Mrs. Godbee replied that a landscaper would be coming in to install the memorial and garden and she stated that he would have liability insurance.

County Administrator Steve Rapson informed the Board that it would need to pick either Option #1 or #2. Chairman Oddo asked if the option could be picked at some point after the meeting. Mrs. Godbee replied that the citizens would work with the county.

Commissioner Brown stated it was definitely appropriate to have a memorial and garden due to the historic election. He mentioned that Commissioner Coston had been his appointment to the Fayette County Ethics Board. He said he was worried about over 1,000 feet of irrigation and its electrical needs. He said he did not see the plans until earlier in the week and had wanted this request to be formally reviewed in a Recreation Commission setting. He said he was worried about long-term maintenance since it is easy to establish a memorial but much more difficult to maintain. He asked if there was some way to put in temporary irrigation so that if the soil is properly treated and worked it would negate the need for irrigation in the future.

Commissioner Brown further pointed out that the memorial was large and that something would have to be done to ensure that the county is not putting in numbers of very large memorials that have to be maintained. He stated that he was already fighting to get grass cut on the state highways and he did not want to have memorials in Fayette County requiring staff to maintain them. He stressed that the memorials needed to be as maintenance-free as possible. He mentioned that Fayette County has many notable people in the county and he wanted to know how to delineate what is a runaway program and where does it stop.

Mr. Matt Johnson, President of Captive Landscapes, stated that the plants that were selected for the memorial garden were virtually maintenance-free. He stated that the irrigation would have a very shallow installation in the ground and would be operated with a nine-volt battery that would need to be replaced once every one or two years. Commissioner Brown suggested an irrigation system that was over the fabric and under the mulch that could be pulled out without having to be maintained. Mr. Johnson agreed and said that was the proposal.

Commissioner Brown reiterated that if the county began receiving a lot of these requests then it would have to reconsider how to handle them. Commissioner Ognio said he could see more memorials being requested and, if one is approved, then the Board would have little choice but to approve other memorials. He worried about the upkeep of the memorial and garden since, given time, the memorials begin to look bad so that it is not so much an honor but a disaster. He said the county did not want that to happen.

Commissioner Barlow stated that good intentions do not make for success and that no one can legislate someone's desire to do something, but he said knowing the Coston family the way he does, and, knowing how Commissioner Coston benefited his life and others, it seemed to him that the Coston family would not allow the memorial to go unattended. He suggested Mr. Bernie Coston would not call the County Clerk to fix the memorial. He asked Mr. Coston to tell the Board if he preferred Option #1 or #2. Mr. Coston replied that if anything were to be out of place then the Coston family would be committed to take care of it as a family. He stated that the family preferred Option #2. Commissioner Barlow stated he has also wanted Option #2.

Commissioner Rousseau asked Mrs. Godbee if she and the Recreation Commission had vetted the request and was comfortable with the long-term upkeep and staff's ability to make sure the memorial is well maintained. Mrs. Godbee replied she was comfortable with the request. Commissioner Rousseau commended the men and women who dedicated to bring the proposal to the Board. He thanked the Coston family for being at the meeting and he asked everyone who was involved in bringing the matter to the Board to stand. Several people stood. He said he was happy to be a part of this matter and he asked the community to get behind it. Commissioner Rousseau understood his fellow Commissioners' comments, but he emphasized that the citizens had stepped forward for this particular memorial. He stated that the Board could address other memorials as they are offered and requested. He said the memorial was in recognition of someone who was instrumental in the community and was the first African-American to serve as a Fayette County Commissioner. He asked for the Board to favorably consider the request.

**Mrs. Stuart Barnes:** Mrs. Barnes stated that anything that is going to be done should be written down legally, and that the agreement should be weighted before the vote. She did not believe the county should rush into this vote. She further mentioned that the upkeep should be for eternity and not for just three years.

**Frank Gardner:** Mr. Gardner said he was on a similar page with Mrs. Barnes. He said maintaining the memorial and garden would require someone to do the work. He said the motion needed to be amended to require people to call the County Administrator if there is a problem.

Chairman Oddo asked Mrs. Godbee how the citizens calculated with the estimate for maintenance. Mrs. Godbee replied that a monument company gave a price quote, the Recreation Department helped with calculating the benches and trash receptacle costs, and that the landscape architect provided planning cost, tree cost, and drip irrigation cost. Chairman Oddo asked if there was any idea how much it would cost to do the maintenance on the plants and flowers yearly. Mr. Rapson stated that Buildings and Grounds Director Carlos Christian worked with the citizens in regard to the landscaping to ensure it is low-maintenance. He said this was request was viewed by staff as a beautification project and as a landscaping enhancement to the park.

Commissioner Brown asked if the County was collecting money to help have a non-sales tax option. Mr. Rapson stated that it was under consideration.

Commissioner Ognio stated that he worried that the pavers needed to be put down properly so that people do not fall down because of them. Mr. Rapson replied that staff would ensure the pavers were installed properly before the county takes ownership of them. Landscape architect Mr. Johnson explained how the pavers would be properly installed and told of the steps to ensure the work is done properly. Commissioner Rousseau asked Mr. Johnson if he would stand behind his work and put a warranty on it and Mr. Johnson replied that he would.

Chairman Oddo said if the request is approved then he would like the option to amend the actual wording on the dedication and for the wording to return to a future meeting for a final review.

Commissioner Barlow moved to accept a donation from private citizens, businesses, and community leaders, in an aggregate amount of \$37,487.00, for the installation of a Kenwood Park Monument and Memorial Garden in honor of late Commissioner Pota Estel Coston and for the wording on the back of the monument to be left in abeyance until such time of final approval by the Board of Commissioners. Commissioner Rousseau seconded the motion. The motion passed 5-0. Copies of the request and PowerPoint presentation, identified as "Attachment 10, follow these minutes and are made an official part hereof.

**13. Consideration of staff's request of a one-time contribution of \$50,000.00 to the Georgia Department of Driver Services for helping to offset relocation and building costs for the new Fayetteville Customer Service Center to be located at 749 West Lanier Avenue.**

County Administrator Steve Rapson stated that the Georgia Department of Driver's Services has been located at a very dangerous intersection for a long time. He stated that the department had worked with the state to get allocations to move to a newer location. He explained that the current building is small and this move would allow the department to expand the building and to hire more staff. He stated that Fayette County has allocated \$50,000.00 for a Capital Improvement Plan due to safety concerns for both those parking at the parking lot and for those currently walking across the road to Driver's Services. He said the state was aware of that allocation and, since they have relocation and renovation costs for moving to the new facility, the state was requesting the allocated funds. Mr. Rapson added that it is not unusual for a county to provide a space and leases for other Department of Driver Services sites.

Commissioner Ognio moved to deny the request of a one-time contribution of \$50,000.00 to the Georgia Department of Driver Services for helping to offset relocation and building costs for the new Fayetteville Customer Service Center to be located at 749 West Lanier Avenue. Commissioner Brown seconded the motion.

Commissioner Ognio stated that the state continues to collect money for driver's licenses while it is cutting back the Title Ad Valorem Tax (TAVT) from Fayette County. He said the state needs to fund their own services. He said he was unsure what the state would do without the allocated funding, but that he was unwilling to approve the request.

Commissioner Brown wished the state cared as much about Fayette County as much as Fayette County cares about the state. He explained that the state is withdrawing money from almost every connection they have with the county and now they are asking the county for \$50,000.00 more.

Commissioner Rousseau suggested that the state send their mowers down to Fayette County and then they can ask for \$50,000.00. Commissioner Brown added that Fayette County had to beg the state to mow its own highways and now the state is asking for \$50,000.00. He said he went to the current location in 2013 when the department asked for a new location and he saw that less than half the cars are from Fayette County. He stated that many of the cars are from other Georgia counties and Fayette County is paying for them to get their drivers' licenses. He apologized for getting fired up on the matter but he said it was a festering wound. Commissioner Brown reiterated that they are already getting Fayette's money, they will not cut the grass on their highways, and now they want \$50,000.00. Commissioner Ognio added that Fayette County is already furnishing them the buildings for numbers of years for free.

Mr. Rapson stated he is purely the messenger and that he was not in favor of giving money to anyone. Commissioner Rousseau asked if the funding was in the Fiscal Year 2017 budget. Mr. Rapson stated that money was already allocated as a Capital Project so the money is already available. He added that there had been previous discussion about what to do with the building and one of the discussions was to perhaps move Public Works Administration to the building. He suggested that at some point the county would do a renovation to the building or the Fire Department may move Fire Station #4 to the location, or that the parking lot would have to be improved. Commissioner Rousseau suggested that the \$50,000.00 could go to the upgrades and renovations of the buildings or be used as leverage for the state to their median strips.



# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval of the draft contract between the Georgia Department of Transportation and Fayette County for the SR 74 Corridor Study (GDOT PI # 0015076 / ARC Project No. FA-357). This item was tabled at the January 12, 2017 Board of Commissioners meeting.

**Background/History/Details:**

In 2015 the BOC authorized staff to apply for federal aid through the Atlanta Regional Commission (ARC) for three planning studies. Two of the applications were approved: this project is for a corridor study along SR 74 and a comprehensive path study. The purpose of this agenda item is to approve the Contract between Fayette County and GDOT. A contract for the path project is expected in the near future.

The Corridor Study is guided by the SR 74 Gateway Coalition, a group of elected officials and other stakeholders from Fayette County, Peachtree City, Tyrone, Fairburn, the South Fulton Community Improvement District and the ARC. The study's high-level goals are to: 1) establish a vision for SR 74 that is supported by the stakeholders; and 2) set forth a plan for bringing the vision to reality. The specific scope of work is defined in the attached contract, Exhibit A. A Request for Proposals is currently being advertised and a recommendation for contract award is expected in February.

This item was tabled at the request of a letter to be sent to the City of Fairburn with the following questions: (1). "What are their future development plans for the tracks along Highway 74?" (2). "What are their intentions related to potential zoning changes on State Route 74?" (3). "What is their commitment to adhering to the plan once it is finalized?" and to request a response in writing from the City of Fairburn. The motion passed 3-2 with Commissioners Oddo and Rousseau in opposition.

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

Approval of the draft contract between the Georgia Department of Transportation and Fayette County for the SR 74 Corridor Study (GDOT PI # 0015076 / ARC Project No. FA-357).

**If this item requires funding, please describe:**

The study has an estimated contract cost of \$390,000. Fayette County will be responsible for \$78,000 (20%) of this amount. Funding is available from transportation SPLOST project R-3.

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

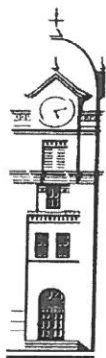
Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**



# Fayette COUNTY

140 STONEWALL AVENUE WEST, STE 100  
FAYETTEVILLE, GEORGIA 30214  
PHONE: 770-305-5200  
www.fayettecountyga.gov

"WHERE QUALITY  
IS A LIFESTYLE"

January 13, 2017

The Honorable Mayor Mario Avery &  
The Honorable Members of the City Council  
56 Malone Street  
Fairburn, GA 30213

Dear Mayor Avery and Council Members,

Our Board of Commissioners met on January 12 and concerns were expressed regarding the State Route 74 Corridor Study (GDOT PI# 0015076, ARC Project No. FA-357).

The initial discussion amongst the parties working on the study reflected commitments from then-City Administrator Tom Barber and staff of probable changes to Fairburn's current zoning in the corridor to a less cumbersome use that would reduce traffic congestion and improve visual appeal. Hence, the current concern is connected to the rapid development of an array of fast-food franchises and strip shopping centers and no movement from the city to change the largescale commercial retail zoning in the corridor.

Should the development of fast-food franchises and strip shopping center continue or a major "big box" retail center be developed within the corridor, there would realistically not be anything to execute in the future delivery of the proposed study since the analysis and planning effort was designed to address the land use on vacant tracts of land fronting the highway.

Before we go any further, we want to insure that all parties connected to the proposed study desire to continue the process and are willing to abide by the initial objectives formed when the SR 74 Gateway Coalition was created. Please know there are no hard feelings if the City of Fairburn desires to maintain the current direction of development in the corridor as we can alter the scope of the study to just Fayette County.

Please confer amongst yourselves and let us know in writing (1) what your future development plans are for the State Route 74 corridor; (2) what your intentions are related to changing the current zoning for largescale commercial retail in the corridor and; (3) if the City Council will commit to executing the changes proposed in the study if we move forward.

The Board will revisit this issue and would request your response be sent in writing to our office by February 3, 2017.

Thank you in advance for the feedback and we wish your City Council a prosperous 2017.

Best regards,

A handwritten signature in black ink, appearing to read 'Eric K. Maxwell', with a long, sweeping horizontal stroke extending to the right.

Eric K. Maxwell  
Chairman

Cc: Mayor Eric Dial, Tyrone  
Mayor Vanessa Fleisch, Peachtree City  
Joddie Gray, South Fulton CID

**From:** Mayor Avery [<mailto:mayoravery@fairburn.com>]  
**Sent:** Tuesday, January 24, 2017 5:02 PM  
**To:** Eric Maxwell <[emaxwell@fayettecountyga.gov](mailto:emaxwell@fayettecountyga.gov)>  
**Cc:** Randy Ognio <[ROgnio@fayettecountyga.gov](mailto:ROgnio@fayettecountyga.gov)>; Steve Brown <[CommissionerBrown@fayettecountyga.gov](mailto:CommissionerBrown@fayettecountyga.gov)>; Charles Rousseau <[crousseau@fayettecountyga.gov](mailto:crousseau@fayettecountyga.gov)>; [COddo@fayettecountyga.gov](mailto:COddo@fayettecountyga.gov)  
**Subject:** State Route 74 Corridor Study

Dear Chairman Maxwell and Fayette County Commissioners,

In response to the attached letter dated January 13, 2017, the City Council agreed, after deliberation and consideration, that it will abide by the Memorandum of Understanding (MOU) established in 2014. I hope this allows your office the needed guidance for future legislative action.

Mario Avery  
Mayor  
City of Fairburn  
56 Malone Street  
P.O. Box 145  
Fairburn, GA 30213  
Phone: (770) 964-2244  
Fax: (770) 969-3484



# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

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A Request for Proposals is currently being advertised and a recommendation for contract award is expected in February.

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

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**If this item requires funding, please describe:**

The study has an estimated contract cost of \$390,000. Fayette County will be responsible for \$78,000 (20%) of this amount. Funding is available from transportation SPLOST project R-3.

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:**



**SR 74 CORRIDOR STUDY**

**FAYETTE COUNTY**

**FHWA METROPOLITAN PLANNING PROGRAM**

**STP-URBAN FUNDS**

**CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER 20.205**

**FEDERAL-AID PARTICIPATING PROJECT**

**PI Number 0015076**

**ARC Project Number FA-357**

|                                     |                           |
|-------------------------------------|---------------------------|
| <b>Federal Share 80%</b>            | <b>\$312,000.00</b>       |
| <b><u>Local Match Share 20%</u></b> | <b><u>\$78,000.00</u></b> |
| <b>Total Contract Cost</b>          | <b>\$390,000.00</b>       |

**CONTRACT**  
**Between the**  
**DEPARTMENT OF TRANSPORTATION**  
**STATE OF GEORGIA**  
**ONE GEORGIA CENTER, 600 WEST PEACHTREE STREET NW**  
**ATLANTA, GEORGIA 30308**  
**and**  
**FAYETTE COUNTY**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and FAYETTE COUNTY, acting by and through its County Board of Commissioners, hereinafter called the "LOCAL GOVERNMENT".

WHEREAS, the DEPARTMENT is responsible for the development of long-range comprehensive plans for all modes of transportation in Georgia and is required to coordinate this development with the appropriate planning agencies and the affected local governmental bodies; and

WHEREAS, the DEPARTMENT recognizes the significance and benefit of participating with all agencies responsible for transportation planning in Fayette County in providing certain services for the carrying out of said work program; and

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT that it is experienced and qualified to serve as project director and the DEPARTMENT has relied upon such representation; and

WHEREAS, federal funding for this PROJECT is provided by the STP Urban allocation from the Fixing Americas Surface Transportation Act of 2015; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration as set out hereinafter, it is agreed by and between the DEPARTMENT and the LOCAL GOVERNMENT that:

ARTICLE I  
SCOPE AND PROCEDURES

The LOCAL GOVERNMENT shall perform or cause to be performed those services required of it to accomplish the work designated to be done by the LOCAL GOVERNMENT, as shown in Exhibit A, which is attached hereto, and made a part hereof the same as if fully set out herein, on or before \_\_\_\_\_, 2016, and shall make available to the DEPARTMENT the reports, data, maps, facts, figures and all other information resulting from the work accomplished under the terms of this Agreement.

In the event the work accomplished, or caused to be accomplished, by the LOCAL GOVERNMENT as set out in the first paragraph of this Article does not, in the opinion of the DEPARTMENT, satisfy the requirements set forth in this Agreement, the DEPARTMENT shall inform the LOCAL GOVERNMENT of the deficiencies in writing and shall withhold payment for said deficient work until such time as the deficiencies have been corrected by the LOCAL GOVERNMENT without additional costs to the DEPARTMENT.

ARTICLE II  
COMPENSATION AND PAYMENT

It is agreed that the compensation hereinafter specified includes both direct and indirect costs chargeable to the PROJECT under generally accepted accounting principles and as allowed in the 2 CFR PART 200 and not prohibited by the Laws of the State of Georgia.

It is understood that the total estimated cost of the PROJECT as outlined in the Article and as shown in Exhibit "B", BUDGET ESTIMATE, attached hereto and incorporated as if fully set out herein, is Three Hundred and Ninety Thousand Dollars (\$390,000.00). The total estimated cost of the PROJECT to be financed with U.S. Department of Transportation FHWA funds is Three Hundred and Twelve Thousand Dollars (\$312,000.00) which is the total federal contribution to the PROJECT and is the maximum amount of the DEPARTMENT's obligation.

The LOCAL GOVERNMENT shall be solely responsible for any and all amounts in excess of Seventy Eight Thousand Dollars (\$78,000.00), which such amount in excess being payable only with non-Federal aid funds. In no event shall the Federal contribution to the PROJECT exceed Three Hundred and Twelve Thousand Dollars (\$312,000.00) which is the DEPARTMENT's maximum obligation.

It is understood and agreed that nothing in the foregoing shall prevent an adjustment of the estimate of the PROJECT costs, provided that the DEPARTMENT's maximum obligation under this Agreement is not exceeded and that the original intent of the PROJECT is not substantially altered from the approved PROJECT. In order to adjust said budget estimate, it is also understood that the LOCAL GOVERNMENT shall request any and all budget changes in writing and that the DEPARTMENT shall approve or disapprove the requested budget estimate change in writing.

Payment on the account of the above described Federal contribution shall be made no more than once per month and shall be in the amount of expenses incurred during that period. Payments shall be made after approval of an invoice from the LOCAL GOVERNMENT. Each invoice will include a copy of the LOCAL GOVERNMENT's invoice and progress reports during the invoice period. Upon the basis of its review of such invoices, the DEPARTMENT shall, at the request of the LOCAL GOVERNMENT, make the payment to the LOCAL GOVERNMENT as the work progresses, but not more often than once per month. Should the work for the PROJECT begin within any one month, the first invoice shall cover the partial period of the beginning date of work through the last date in the month in which it began. The invoices shall be numbered consecutively and subsequent invoices submitted each month until work for the PROJECT is completed.

Payment shall be made monthly in the amount of total sums earned less previous partial payments. However, the DEPARTMENT shall only pay to the LOCAL GOVERNMENT funds that represent the Federal contribution. All costs of the project in excess of the Federal contribution shall be paid by the LOCAL GOVERNMENT. Payments by the DEPARTMENT shall not exceed 80% of the project costs in any invoice or in total up to the maximum amount of Three Hundred and Twelve Thousand Dollars (\$312,000.00). The final invoice shall reflect the actual cost of work accomplished by the LOCAL GOVERNMENT under the terms of the Agreement, and shall be the basis for final payment.

Should the work under the Agreement be terminated by the DEPARTMENT, pursuant to the provisions of ARTICLE XIV, the LOCAL GOVERNMENT shall be paid based upon the expenses incurred at the point of termination notwithstanding any just claims by the LOCAL GOVERNMENT.

### ARTICLE III

#### EMPLOYMENT OF DEPARTMENT'S PERSONNEL

The LOCAL GOVERNMENT shall not employ any person or persons in the employ of the DEPARTMENT for any work required by the terms of this Agreement, without the written permission of the DEPARTMENT except as may otherwise be provided for herein.

### ARTICLE IV

#### REVIEW OF WORK

Authorized representatives of the DEPARTMENT and Federal Government may during normal business hours review and inspect the PROJECT activities and data collected by or for the LOCAL GOVERNMENT under this Agreement and amendments thereto. All such reports, drawings, studies, specifications, estimates, maps and computations, prepared by or for the LOCAL GOVERNMENT shall be made available to authorized representatives of the DEPARTMENT and representatives of the Federal Government for inspection and review during normal business hours in the General Offices of the LOCAL GOVERNMENT.

### ARTICLE V

#### SUBCONTRACTS

It is understood that the LOCAL GOVERNMENT is responsible to the DEPARTMENT to insure that all subcontracts awarded by the LOCAL GOVERNMENT under the terms of this Agreement are consistent with the provisions contained herein and in support of these requirements and consistent with the LOCAL GOVERNMENT 's contracting policies and procedures as approved by the DEPARTMENT. Such subcontracts are subject to the terms of Article X of this Agreement.

### ARTICLE VI

#### MAINTENANCE AND AUDIT OF CONTRACT COST RECORDS

##### A. Maintenance of Cost Records

The LOCAL GOVERNMENT shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the PROJECT and shall make such material available during normal business hours for the period of the contract, and for three years from the date of final payment under the contract, for inspection by the DEPARTMENT and representatives of the Federal

Government, and copies thereof shall be furnished to the DEPARTMENT upon request. The LOCAL GOVERNMENT agrees that the provisions of this Article shall be included in any contracts it may make with any subcontractor, assignee, or transferee.

B. Audit of Cost Records

The DEPARTMENT shall have the right to perform an audit of all documents and records pertaining to costs incurred on this PROJECT for a period of three years after compensation payments by the DEPARTMENT to the LOCAL GOVERNMENT under this contract. The LOCAL GOVERNMENT agrees to assist in making the result of the audit performed pursuant to 2 CFR 200 (Uniform Grant Guidance) available to the DEPARTMENT if possible, and to the extent such audit is available, the DEPARTMENT at its sole discretion may agree to accept the Uniform Grant Guidance audit in lieu of its audit as herein provided for. Further, the LOCAL GOVERNMENT agrees to reimburse the DEPARTMENT for the DEPARTMENT's share of any and all costs disallowed as a result of audit by either the Uniform Grant Guidance audit or by the audit allowed hereunder by the DEPARTMENT.

ARTICLE VII  
(RESERVED)



ARTICLE VIII  
PROGRESS REPORTS

The LOCAL GOVERNMENT shall submit a progress report with each invoice, summarizing all work completed during the invoice period, as noted in ARTICLE II. The DEPARTMENT reserves the right to comment on such progress reports. The DEPARTMENT's comments, if any, shall be returned to the LOCAL GOVERNMENT in writing within thirty (30) calendar days after receipt by the DEPARTMENT of each progress report. In the event said comments include disagreement or reservations, or both, by the DEPARTMENT with portions of such progress report, the LOCAL GOVERNMENT shall, within ten (10) calendar days after receipt of the DEPARTMENT's comments, supply copies of the comments to such individuals and agencies as may be reasonably designated by the DEPARTMENT.

ARTICLE IX  
PUBLICATIONS

Publications and reports officially released after the date of execution of this Agreement describing the results of any investigation hereunder participated in by the DEPARTMENT shall give recognition to the DEPARTMENT and the Federal Highway Administration of the U.S. Department of Transportation in the text and title page to the nature of its cooperative character.

The following statement, unless mutually agreed in writing to be waived, shall appear on the cover or title page of all said publications and reports released by the LOCAL GOVERNMENT:

"The contents of this report reflect the views of the persons preparing the document and those individuals are responsible for the facts and the accuracy of the data presented herein. The contents of this report do not necessarily reflect the official views or policies of the Department of Transportation of the State of Georgia. This report does not constitute a standard, specification, or regulations."

Likewise, the following statement, unless mutually agreed in writing to be waived, shall appear on the cover or title page of all said publications and reports released by the DEPARTMENT.

"The contents of this report reflect the views of the participating individuals who are responsible for the facts and the accuracy of the data presented herein. The contents of this report do not necessarily reflect the official views or policies of Fayette County. This report does not constitute a standard, specification, or regulations."

After the date of execution of this Agreement, articles, reports, papers, bulletins, press releases or other such publications reporting the analyses, results, findings, or any or all of these, of any portion of the work assigned to the LOCAL GOVERNMENT under this contract, or amendments hereto, shall not be officially released to the public by the LOCAL GOVERNMENT until the conditions set out below have been satisfied.

1. Such aforementioned publications have been submitted by the LOCAL GOVERNMENT to the DEPARTMENT for review and comment(s).

2. The DEPARTMENT has reviewed said publications and has supplied the LOCAL GOVERNMENT with written comment(s) regarding same. Said comments shall be supplied within twenty (20) calendar days after receipt of said publication by the DEPARTMENT.

3. In the event said comment(s) include disagreement, reservations, or both by the DEPARTMENT with such analyses, results, findings, or any or all of them, or portions thereof, such dissent as so stated shall be incorporated by the LOCAL GOVERNMENT in the publication(s) to be released in such a manner so as to indicate specific points of difference and the DEPARTMENT's rationale for such dissent if so contained in said comments. The LOCAL GOVERNMENT further agrees to evidence such disagreement on the initial page with the statement:

"Although the Department of Transportation of Georgia is a participant in the project for which this information was collected, it does not currently agree with all the results and findings as are indicated herein. The initial points of differences are acknowledged in this presentation; however, this does not limit the DEPARTMENT in the future from modifying in any way its views pertaining to this information as may be deemed necessary by the DEPARTMENT as the PROJECT progresses."

As used herein, "official release" by the LOCAL GOVERNMENT shall mean a formal action by the governing body of the LOCAL GOVERNMENT to accept or adopt said publication and authorizing its public distribution.

It is mutually agreed that the official release of such aforementioned publications which are not in accordance with the provisions contained herein shall constitute grounds for termination of this contract by the DEPARTMENT in accordance with the provisions of Article XVI of this Contract.

Provided, however, that should the release of such information be required under the Georgia Open Records Act, Section 50-18-70 et seq., O.C.G.A, the restrictions and penalties set forth herein shall not apply. Any request for information directed to the LOCAL GOVERNMENT in the performance of a service or function for or on behalf for the DEPARTMENT shall be released pursuant to provisions of the Act. Further, the LOCAL GOVERNMENT agrees to consult with the DEPARTMENT prior to releasing the required documents.

Likewise, after the date of execution of this Agreement, articles, reports, papers, bulletins, press releases or other such publications reporting the analyses, results, findings, or any or all of them, or any portion of the work assigned the DEPARTMENT under this contract or amendments hereto shall not officially be presented publicly or published by the DEPARTMENT until the conditions set out below have been satisfied:

1. Such aforementioned publications have been submitted by the DEPARTMENT to the LOCAL GOVERNMENT for review and comment(s).
2. The LOCAL GOVERNMENT has reviewed said material and has supplied the DEPARTMENT with written comment(s) regarding same. Said comments shall be supplied within twenty (20) calendar days after receipt of said publication by the LOCAL GOVERNMENT.
3. In the event said comment(s) include disagreement, reservations, or both by the LOCAL GOVERNMENT with such analyses, results, findings, or any or all of them, or portions thereof, such dissent as so stated shall be incorporated by the DEPARTMENT in the publication(s) to be released in such a manner so as to indicate specific points of difference and the LOCAL GOVERNMENT's rationale for such dissent if so contained in said comments. The DEPARTMENT further agrees to evidence such disagreement on the initial page with the statement:

"Although Fayette County is a participant in the project for which this information was collected, it does not currently agree with all the results and findings as are indicated herein. The initial points of difference are acknowledged in this presentation; however, this does not limit Fayette County in the future from modifying in any way its views pertaining to this information as may be deemed necessary by Fayette County as the project progresses."

ARTICLE X  
ASSIGNMENT, TRANSFER, OR SUBLETTING

It is understood by the parties to this contract that the work of the LOCAL GOVERNMENT on this PROJECT is considered personal by the DEPARTMENT and the LOCAL GOVERNMENT agrees not to assign or transfer and, after the date of execution of this agreement, not to subcontract any or all of its interest in this contract without prior written approval of the DEPARTMENT, unless provided otherwise in Article V.

ARTICLE XI  
INSURANCE

By execution of this agreement, the LOCAL GOVERNMENT certifies to the DEPARTMENT that it will maintain the following minimum amounts of insurance:

1. Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
2. Public Liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) for injuries, including those resulting from death to any one person, and in an amount not less than Three Hundred Thousand Dollars (\$300,000.00) on account of any one occurrence.
3. Property Damage Insurance in an amount not less than Fifty Thousand Dollars (\$50,000.00) from damages on account of any occurrence, with an aggregate limit of One Hundred Thousand Dollars (\$100,000.00).
4. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT.

Insurance shall be maintained in full force and effect during the life of the contract, or amendments hereto, and shall protect the LOCAL GOVERNMENT, its employees, agents and representatives from claims for damages, for personal injury, and death and for damages arising in any manner from the negligent or wrongful acts or failures to act by the LOCAL GOVERNMENT, its employees, agents, or representatives in the performance of the work covered by the contract, or amendments hereto.

ARTICLE XII  
COVENANT AGAINST CONTINGENT FEES

The LOCAL GOVERNMENT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for The LOCAL GOVERNMENT to solicit or secure this contract, and that the LOCAL GOVERNMENT has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the LOCAL GOVERNMENT, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making this contract.

It is further agreed that the LOCAL GOVERNMENT's noncompliance with the provisions or breach of the warranties, set forth in this article shall constitute grounds for immediate termination of this Agreement and the LOCAL GOVERNMENT shall reimburse the DEPARTMENT all payments which the DEPARTMENT has made to the LOCAL GOVERNMENT under the terms of this Agreement.

ARTICLE XIII  
TIME OF PERFORMANCE

Time is of the essence. The LOCAL GOVERNMENT and the DEPARTMENT shall perform this PROJECT as described in Article I, Scope and Procedure, on or before April 27, 2018.

ARTICLE XIV  
TERMINATION OF CONTRACT

The DEPARTMENT may terminate this contract for just cause at any time in advance of the completion date fixed in Article XIII, by the giving of thirty (30) days written notice of such termination. Upon receipt of such notice of termination, the LOCAL GOVERNMENT shall discontinue and cause all work under this contract to terminate upon the date specified in the said notice. In the event of such termination, the LOCAL GOVERNMENT shall be paid such amounts as may be due it under Article II up to and including the specified date of termination, including any costs for terminal reports submitted hereunder and reimbursement for any claims of settlement arising out of termination of orders required for this contract. The LOCAL GOVERNMENT shall not have the right to terminate this contract at any time except in the event of the unavailability of Federal funds in the amounts described in Exhibit B when such unavailability of funds is not the

result of unsatisfactory or inconsistent project performance by the LOCAL GOVERNMENT. Upon receipt of notice of unavailability of Federal funds, the LOCAL GOVERNMENT agrees to notify the DEPARTMENT of its intention to terminate this Agreement at least thirty (30) days prior to the intended date of termination.

ARTICLE XV  
RESPONSIBILITY FOR CLAIMS AND LIABILITY

The LOCAL GOVERNMENT shall save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the performance of work assigned the LOCAL GOVERNMENT under this Agreement. These indemnities shall not be limited by reasons of the listing of any insurance coverage.

ARTICLE XVI  
SUBSTANTIAL CHANGES

Minor changes in the proposal which do not involve changes in compensation, extension of term, or the goals and objectives of the PROJECT may be made by written notification of such change by either party with written approval by the other party. All other changes shall be by supplemental agreement.

ARTICLE XVII  
CONTRACT DISPUTES

In case of disputes arising under this contract or amendments hereto, it is agreed that this contract, or amendments hereto shall be treated as if executed solely in Fulton County, Georgia, and the laws of the State of Georgia will control.



ARTICLE XVIII  
COMPLIANCE WITH APPLICABLE LAW

A. Conflict of Interest

The undersigned certify that the provisions relating to conflict of interest entitled State Employees and Officials Trading with State, Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated have been complied with in full.

B. IT IS FURTHER AGREED that the LOCAL GOVERNMENT shall comply with the regulations for Compliance with Title VI of the Civil Rights Act of 1964 as stated in Exhibit C of this Agreement.

C. As provided in Exhibit F of this Agreement, the undersigned certifies that it is the DESIGNATED AGENCY and it is eligible to receive the Federal funding assistance provided for in this Agreement.

D. As provided in Exhibit D of this Agreement, the undersigned certifies that the Provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, "Drug-Free Workplace Act", have been complied with in full.

E. In compliance with Section 50-20-3(a) of the Official Code of Georgia Annotated, the LOCAL GOVERNMENT shall:

1. Furnish the DEPARTMENT with a certified financial statement of the LOCAL GOVERNMENT's total receipts and expenditures for the fiscal year next preceding the execution of this Agreement. The financial statement shall be furnished within ninety (90) days after execution of the contract and shall include an individual listing of each employee and his salary and reimbursable expenses, a listing by category of the sources of income of the LOCAL GOVERNMENT, and a listing of the source or sources of all public funds received by the LOCAL GOVERNMENT and the program for which the funds were received;

2. Furnish annually to the DEPARTMENT after the end of the LOCAL GOVERNMENT's fiscal year, the report of an independent auditor acceptable to the DEPARTMENT. The report shall cover the LOCAL GOVERNMENT's total receipts and expenditures for the fiscal year just ended and, unless otherwise provided in state law, shall contain at minimum the financial, compliance, internal control and Federal Financial Assistance information in a format as described in Public Law 98-502 known as the Single Audit Act of 1984 and the Single Audit Act Amendment of 1996, Public Law 104-156, and its implementing regulation, OMB Uniform Grant Guidance. The report shall also include a schedule of Federal Financial Assistance, and a listing of each employee's salary and reimbursable expenses paid during the fiscal year just ended. All audit reports shall be prepared in accordance with generally accepted auditing standards established by the American Institute of Certified Public Accountants.

3. Provide on an annual basis during the term of this Agreement, a summary statement, for this program, of the services delivered, number of people served and such other information as the DEPARTMENT shall require. A copy of the summary statement shall be furnished by the LOCAL GOVERNMENT to the state auditor; and

4. Refrain from political activities including endorsement of any political candidate or party, use of machinery, equipment, postage, stationery, or personnel in behalf of any candidate or any question of public policy subject to a referendum, or the display of political posters, stickers, or other printed material during the term of this Agreement.

F. As provided in Appendix E of this Agreement, the undersigned certifies that it will comply with the provisions of the Georgia Security and Immigration Compliance Act of 2006.

G. Exhibits C through I are incorporated by reference and made a part of this document as if fully set out herein.

Failure on the part of the LOCAL GOVERNMENT, for whatever reason, to comply with the requirements of this Article shall render this Agreement null and void and the DEPARTMENT shall not make any payment to the LOCAL GOVERNMENT for any work performed pursuant to the terms of this Agreement.

In the event that the LOCAL GOVERNMENT fails to comply with the provisions of this Article after having received some compensation as partial payments under this Agreement, upon such failure to comply with the terms of this Article, the LOCAL GOVERNMENT shall repay to the DEPARTMENT the full amount of such funds previously received.

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

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

DEPARTMENT OF TRANSPORTATION

Fayette County

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Board of Commissioners Chairman

ATTEST:

IN THE PRESENCE OF:

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Witness

Signed, Sealed and Delivered

This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
in the presence of:

\_\_\_\_\_  
NOTARY PUBLIC

I attest that the corporate seal attached to this Document is in fact the seal of the Corporation executing this Document does in fact occupy the official position indicated and is duly authorized to execute such document on behalf of this Corporation.

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Federal Employee Tax No.

## **EXHIBIT A**

### **SCOPE OF WORK**

## **SR 74 Corridor Study Draft Scope of Work Fayette County Department of Public Works**

### **OBJECTIVE**

Fayette County, Georgia is seeking proposals from Georgia Department of Transportation (GDOT) pre-qualified Consultants to develop a comprehensive Corridor Study along State Route (SR) 74. The study shall extend approximately 12 miles along SR 74, from US Route 29 on the north end to SR 54 in Peachtree City and will consist of four tasks, each with its own deliverable:

- Public Engagement;
- Vision Statement;
- Inventory, Assessment and Draft Recommendations; and
- Final Report.

The study shall address the local concerns noted within this scope of work as well as Federal, State and Regional goals and mandates for reduced emissions, promotion of alternative modes of transportation, reduction of single occupancy vehicles, safety, etc. This shall include accounting for the planning factors associated with the Atlanta Regional Commissions' (ARC) *Atlanta's Regional Plan* and the Federal Government's *Fixing America's Surface Transportation (FAST) Act*.

### **INTRODUCTION**

State Route 74 is a primary commuting corridor in Fayette County, carrying over 28,000 vehicles per day. Between the interchange at I-85 and the intersection with SR 54, the principal arterial runs within the jurisdictions of Fairburn, Tyrone, Peachtree City and unincorporated Fayette County.

Despite the corridor's heavy use, large tracts of land along its frontage are undeveloped, providing for scenic views and relatively few intersections. With time, however, development will continue to change the land use, traffic loads and turning movements.

Given the corridor's importance and potential for change, Fayette County's April 2003 *Transportation Plan* identified a SR 74 Corridor Plan as a recommended project (No. R-3). This project recently gained support from the South Fulton Community Improvement District (CID) and the SR 74 Gateway Coalition, which has representatives from Peachtree City, Town of Tyrone, City of Fairburn and Fayette County.

This Study, along with the on-going effort to improve interstate access, is supported by multiple governments and non-governmental organizations, including:

- City of Fairburn;
- Town of Tyrone;
- Peachtree City;
- City of Senoia;
- Fayette County;
- Fulton County;
- Coweta County;



- South Fulton Community Improvement District (CID);
- Fayette County Chamber of Commerce;
- Georgia Department of Transportation; and
- Atlanta Regional Commission.

Representatives from this group will be invited to serve as Stakeholders for the study.

This project has been awarded federal funds through the ARC. Matching, local funds are provided from several of the communities and organizations listed above.

## **SCOPE OF WORK**

The study's high-level goals are to: 1) establish a vision for this corridor that is supported by the stakeholders; and 2) set forth a plan for bringing the vision to reality. Specific items the study shall address include:

- Public Involvement;
- Traffic Volume, Congestion & Safety;
- Intersection Controls;
- Land Use and New Development;
- Access Management;
- Overlay Zones;
- Landscaping Standards;
- Right-of-Way Maintenance;
- Multi-Use Trails;
- Recommendations; and
- Funding Opportunities.

These tasks are discussed in more detail below; however, within the Request for Proposals (RFP), Consultants will be encouraged to recommend additional and/or different approaches that may help with the development and implementation of a corridor vision.

Fayette County anticipates the study will include at least four distinct tasks and deliverables. These are described below along with direction on how the above topics may be incorporated among them.

### **Task 1 – Public Engagement**

As one of the first steps in the project, the Consultant shall develop a *Public Involvement Plan (PIP)*. This document shall establish the means and methods for conveying information and encouraging and incorporating input from the general public, stakeholders, property owners, elected officials, etc. The use of technology, social media and/or other progressive ideas for engaging the public is encouraged.

The PIP shall have a schedule and description of the public/community engagement activities anticipated during the project and identify responsibilities (who's doing what). The outreach activities should be structured around the development and delivery of Tasks 2, 3 and 4. The Stakeholders will work with the Consultant to establish a decision making procedure to be incorporated in the PIP.

Other topics to be addressed as part of this Task include:

- *Education* – It is staff’s experience that discussions regarding transportation and land use issues often get sidetracked due to conflicting ideas on terms, processes, and baseline data/conditions. To help offset this, the PIP should include a component to provide background educational material on relevant transportation issues. Examples include the GDOT’s Complete Street Policy, how intersection efficiency and safety is rated and used by engineers, the different types of Public Transportation (e.g., GRTA Express is not heavy rail), how projects are developed and funded, etc.
- *Example Corridors* – As part of the education process, the Consultant should identify and incorporate existing “model” corridors from Georgia or other States. Pictures, videos, or other means of showing examples of what works (and doesn’t) may help the public engagement process.
- *Graphics* – Include the creation of presentation-grade graphics and images for use in meetings, on webpages and other PIP activities over the course of the project.

Building consensus and, ultimately, specific recommendations among multiple jurisdictions will be one of the most challenging aspects of this project. Consultants are encouraged to propose innovative techniques for engaging and responding to the public and elected officials so agreement may be found at the project’s conclusion.

## **Task 2 – Vision Statement**

For this Task, the Consultant will use information and data collected as parts of Tasks 1 and 2 to develop a Vision Statement for the corridor. Once complete, the Vision Statement will be presented to at least the elected officials of Fayette County, Fulton County, Peachtree City, Tyrone and Fairburn for review and approval. Other Stakeholders may also be asked to officially adopt the Vision Statement.

Ratification of the Vision Statement will formalize each government’s commitment to the project and their support of the principles that will guide the recommendation stage (Task 4).

## **Task 3 – Inventory, Assessment and Draft Recommendations**

The deliverable for this Task is a report that provides an inventory of existing conditions, assesses future growth and needs, and identifies draft recommendations. Listed below, by category, are topics to be covered. The Consultant is encouraged; however, to reorganize, expand or consolidate to best meet the study’s objectives.

### Traffic

- *Establish Baseline Data* – Use existing data and collection of new data to establish baseline conditions along the corridor and all side-street intersections. Establish existing Level of Service (LOS) for these locations. Identify traffic trends over time and quantify historic growth rates. Describe where the traffic is coming from and where it is going.
- *Existing Traffic Studies* – Consolidate existing traffic studies and transportation plans from the various jurisdictions and ARC; highlight similarities and differences. Note areas that should be reconciled as part of this study. Use the information and recommendations of these studies as input in the development of this project.
- *Crash Data* – Collect and analyze crash data for the past three years. Identify hot spot locations and look for patterns or trends in crash types along the corridor.

- *Future Growth Scenarios & Traffic Volumes* – Use ARC data, input from the PIP, and results of the “New Development and Initiatives” (see below) to predict future traffic volumes for years 2020, 2030, 2040 and 2050. Predict future LOS for these years.
- *Safety Audit* – Assess the corridor and all intersection for AASHTO compliance, including parameters such as shoulder width and slope, clear zones, visibility, signs and striping; etc.
- *Assessment* – Assess existing intersections controls and identify options for improved safety and efficiency. Prioritize options using a cost-benefit ratio or similar method. Recommendations should be consistent with GDOT’s *Complete Street Policy*.
- *Modeling* – Where appropriate, provide model simulation of intersection recommendations. The intent is to help with public education of alternative/new traffic controls.
- *Truck Traffic and Freight Movement* – There is a growing hub for truck traffic and freight movement within and around Fairburn, including a CSX Intermodal Facility. Evaluate the impacts of freight movement on the corridor and account for future growth.

### Land Use and New Development

The Consultant shall inventory existing land uses along the corridor and account for possible new developments or land uses that may impact traffic, safety or congestion in the future. The data analysis should be based on community Land Use Plans; interviews with local governments, the public, the business communities, ARC data, etc. Low and high growth scenarios may be used. The results of this section should be coordinated with the future growth scenarios established in the Traffic section.

Some new developments and initiatives to be included in the study include:

- *Economics of Higher Density* – There is trend in certain areas of Fayette County and neighboring jurisdictions for higher density. The study should identify probable impacts to traffic and the economy associated with low, moderate and high future densities within the corridor’s “driveshed”.
- *Pinewood Studios* – Future growth scenarios should account for the Pinewood Movie Studios and associated developments (e.g., Pinewood Forrest) in Fayetteville. SR 74 and Sandy Creek are primary routes serving this Development of Regional Impact (DRI).
- *Tyrone Sewer Initiative* – The Town of Tyrone is seeking to expand its sewer capacity through agreement with a neighboring wastewater treatment system. If approved, it could result in increased growth and density around the corridor.
- *GRTA Express Park-n-Ride Lot* – The City of Fairburn and the South Fulton CID have recently completed a concept for a 250 space park-n-ride lot.
- *Fairburn Travel Center and other Freight Dependent Development* – There is a large and growing freight industry in and around Fairburn.

### Access Management

The inventory and assessment phase should identify areas along the corridor that may already be successfully managing access and those areas where there are opportunities for better controls. The goal is to develop a program that manages access along the corridor.

- *Existing Policies and Education* – Identify and evaluate existing policies, by jurisdiction, for access management along SR 74. Include in the evaluation GDOT’s *Regulations for*

*Driveway and Encroachment Control.* This topic is a good example where education may be needed prior to discussion of recommendations so the legal issues and costs of access control are understood by all interested parties.

### Overlay Zones

One of the Gateway Coalitions' primary goal of the study is the development and adoption of overlay zones along the corridor that promote a uniform look and feel across the 12 miles from US 29 to SR 54. Subject matter to be considered include zoning setbacks and buffers, landscaping, architectural standards, building heights, billboards, signs, the use of sidewalks and paths, etc.

The Consultant shall use information collected from Tasks 1 and 2, as well as other data analyses, to develop a draft overlay zone for each jurisdiction. The regulations should contain common themes promote the desired consistency noted above.

As part of a previous initiative with ARC, recent studies have been completed (NEED TO IDENTIFY AND MAKE AVAILABLE) to support this effort.

### Landscape Standards and Right-of-Way Maintenance

Another goal supported by the Gateway Coalition is for the Corridor to have a “wow” factor for drivers with respect to aesthetics, landscaping, maintenance, trash pick-up, etc. For this study, “landscaping” includes signs, monuments, billboards, plantings, natural areas, etc. Much of the corridor is already maintained to a level of service above minimum GDOT standards by City crews and/or landscaping contractors. How can this be expended across the entire Corridor and are there cost-feasible options for improvement?

- *Inventory* – Inventory and assess existing landscaping features along the corridor and delineate opportunities for improvements. Include a summary of the existing level-of-service provided by each jurisdiction.
- *GDOT ROW* – Discuss what improvements and work are possible within GDOT right-of-way versus private property. What agreements are required for work within the State ROW?

The South Fulton CID recently had an architectural/landscape plan prepared for the I-85 and SR 74 interchange project (REFERENCE REPORT/PLAN). Any landscaping recommendations should be complementary to the Interchange study.

Note the differences and similarities along the corridor and document opportunities to improve consistency.

### Multi-Use Trails

One of the hallmarks of Peachtree City is its network of multi-use trails and the use of golf carts as a practical alternative to the automobile for short trips. The path network has expanded into adjacent communities and its popularity for pedestrians, bicycles and golf carts has grown such that it should be accounted for in any transportation project around the City.

Along SR 74, this study should address needs for additional paths, road crossings (at-grade, tunnels, and bridges), and where new lateral connections are needed. At a minimum, the Consultant should:

- Assess existing trails and sidewalks proximate to the corridor.
- Identify the need for future trails and sidewalks, including crossings of SR 74.
- Coordinate work and recommendations with Fayette County's *Master Path Plan* (being developed in parallel with the Corridor Study) and ARC's Bike/Ped program.
- Evaluate GDOT and AASTHO recommendations and requirements for bike lanes, sidewalks and similar infrastructure that must be part of roadway upgrades. Discuss how these standards can be integrated with the multi-use path system.

### Draft Recommendations

For this Task the draft recommendations are an unconstrained, wish-list of projects and ideas that either: 1) support the vision statement; 2) received notable public support; 3) satisfy a demonstrated need (existing or future); or 4) address a regulatory requirement. Each draft recommendation should include a brief description and order-of-magnitude cost estimate. Maps and graphics should be used to show location and help describe scope whenever possible.

- *Roadway Projects* – Identify potential roadway projects that address current or future capacity, safety or operational efficiency issues.
- *Access Management* – Develop policy for future control of driveways, new roads and related access management issues. Include regulations pertaining to inter-parcel access and opportunities for a frontage road parallel to SR 74 in select locations. Consider legal and cost implications. Recommendations should be specific to actual existing and proposed land uses along the corridor.
- *Truck Traffic and Freight Movement* – How can the truck and freight industry be best integrated with commuter and passenger car traffic on the corridor and especially around the interchange?
- *Frontage Roads* – Identify the feasibility of placing frontage roads around areas of existing and new development. This is desired to limit curb cuts onto SR 74 and to keep small travel trips off the highway.
- *Overlay Zones* – Describe recommended standards (and incentives) for the corridor.
- *Changes to Comprehensive Plans* – Suggest changes to local Comprehensive Plans that may better align with the conclusions of this study.
- *Welcome Monuments, Wayfinding Signs & Artwork* – Draft guidelines for use and placement of monuments, signs, flags, graphic art, etc.
- *ROW Maintenance* – Recommend a minimum level of service for the corridor for mowing, trash pick-up, cutting limbs, etc.
- *Traditional Landscaping* – Recommend options for plantings that may include flowers, shrubs, understory trees, and shade trees. Consider cost, maintenance and location.
- *Multi-Use Trails* – Recommend trail modifications and expansions to be incorporated with corridor improvements.

- *Pedestrian and Bike Facilities* – Identify required, or recommended, bike and pedestrian improvements along the corridor.

As part of the PIP, the deliverable for Task 3 shall be presented to Stakeholders, the public, elected officials, etc. for comment. This input will be used to prepare the final report, Task 4.

#### **Task 4 – Final Report**

The purpose of Task 4 is to use all the data, input, technical analyses, etc. performed and received over the course of the project to develop a list of specific recommendations. Each recommendation should have a concept plan (or draft language if a document), a schedule, a concept-level cost estimate, and discussion of possible funding sources.

For projects that are candidates for Federal Funding, the recommendation and project description should also include a scoping-level review of potential National Environmental Protection Act (NEPA) issues. The intent is for these projects to be “shelf ready” for “PE” phase if funding becomes available through local, state or federal sources.

Potential Federal-Aid projects should also be assessed for compliance with Federal Highway Administration, GDOT and ARC performance measures, including reduced emissions, promotion of alternative modes of transportation, reduction of single occupancy vehicles, safety, regional connectivity, economic development, etc.

The projects and recommendations should be presented by jurisdiction and by timeframe/priority.



**EXHIBIT B**

**BUDGET ESTIMATE**

|                      |           |
|----------------------|-----------|
| SR 74 Corridor Study | \$390,000 |
| Federal Funding      | \$312,000 |
| Local Match          | \$78,000  |
| Total Funding        | \$390,000 |

**Exhibit C**

**NOTICE OF CONTRACTORS  
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACTS OF 1964  
AS AMENDED BY THE CIVIL RIGHTS RESTORATION ACT OF 1987  
FOR FEDERAL-AID CONTRACTS**

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(1) **Compliance with Regulations:** The Contractor will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it after award and prior to completion of contract work, will not discriminate on the ground of race, color, national origin or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 200 (b).

(3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.

(4) **Information and Reports:** The Contractor will provide all information and reports required by the Regulations, to permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the DEPARTMENT, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the DEPARTMENT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,

- (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The Contractor will include the provision of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EXHIBIT D**

Revised 7/90

**DRUG-FREE WORKPLACE ACT CERTIFICATE  
FOR A PUBLIC OR PRIVATE ENTITY**

1. Fayette County certifies that it will provide a drug-free workplace by:
  - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about --
    - (1) The dangers of drug abuse in the workplace;
    - (2) The Applicant's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation and employee assistance programs; and,
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant or cooperative agreement be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant of cooperative agreement, the employee will --
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of any criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the Federal agency in writing, within ten calendar days after receiving notice under paragraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant or cooperative agreement;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted --
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

2. The Applicant’s headquarters is located at the following address.

Name of Applicant: Fayette County  
 Street Address: 140 Stonewall Ave West, Suite 100  
 City: Fayetteville  
 County: Fayette  
 State: Georgia  
 Zip Code: 30214

\_\_\_\_\_  
(Signature of Authorized Official)

Board of Commissioners Chairman  
\_\_\_\_\_  
(Title of Authorized Official)

Fayette County  
\_\_\_\_\_  
(Name of Applicant)

\_\_\_\_\_  
(Date)

**EXHIBIT E**

**CERTIFICATION OF  
RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, Board of Commissioners Chairman, hereby certify on behalf of Fayette County that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, an Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By \_\_\_\_\_  
(signature of authorized official)

Chairman \_\_\_\_\_  
(title of authorized official)

**Exhibit F**

**CERTIFICATION FOR STATE REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

Fayette County, as an Applicant for a Federal STP Urban Fund grant or cooperative agreement, certifies to the best of its knowledge and belief, that its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (2) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

Where the State is unable to certify to any of the statements in this certification with respect to its principals, the State shall attach an explanation to this proposal.

Fayette County CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEC. ARE APPLICABLE THERETO.

Authorized Official

\_\_\_\_\_  
Board of Commissioners Chairman

\_\_\_\_\_  
Date

**Exhibit G**

**CERTIFICATION OF CONSULTANT**

**DRUG-FREE WORKPLACE**

I hereby certify that I am a principal and duly authorized representative of Fayette County, whose address is 140 Stonewall Avenue, Suite 100, Fayetteville GA, 30214 and it is also certified that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Work Place Act", have been complied with in full; and
- (2) A drug-free workplace will be provided for the consultant's employees during the performance of the contract; and
- (3) Each subcontractor, if any, hired by the DESIGNATED AGENCY shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The DESIGNATED AGENCY shall secure from that subcontractor the following written certification:

"As part of the subcontracting agreement with the \_\_\_\_\_ certifies that a drug free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3", and

- (4) It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board of Commissioners Chairman



**Exhibit H**

CERTIFICATION OF FAYETTE COUNTY  
AND  
CERTIFICATION OF THE DEPARTMENT OF TRANSPORTATION

CERTIFICATION OF LOCAL GOVERNMENT

I hereby certify that I am the BOARD OF COMMISSIONERS CHAIRMAN OF FAYETTE COUNTY and duly authorized representative of the City of Smyrna whose address is 140 Stonewall Avenue, Suite 100, Fayetteville GA, 30214, and that neither I nor the entity I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above commission to solicit or secure the Agreement.

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above commission) any fee, contribution, donation, or consideration of any kind, or in connection with, procuring or carrying out the Agreement; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Georgia Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with the Agreement involving participation of Federal-Aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Board of Commissioners Chairman

CERTIFICATION OF DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA

I hereby certify that I am the COMMISSIONER of the Department of Transportation of the State of Georgia, and that the above Planning Commission or its representative has not been required, directly, or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished the Federal Highway Administration, U. S. Department of Transportation, in connection with this Agreement involving participation of Federal-Aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Commissioner

**APPENDIX I--GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Name of Contracting Entity: \_\_\_\_\_

Contract No. and Name: \_\_\_\_\_  
\_\_\_\_\_

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

\_\_\_\_\_  
E-Verify / Company Identification Number

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Title of Authorized Officer or Agent

\_\_\_\_\_  
Date

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 201\_

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Consideration of Commissioner Brown's request to allow a van pool to be utilized in a county parking lot for physical disabled Fayette County residents. This item was tabled at the December 8, 2016 Board of Commissioners meeting.

**Background/History/Details:**

A local resident cannot drive and has to utilize a van pool to get to work. He approached the county about using a county parking lot at a recreation site to allow him to walk from his neighborhood to his van pool in order to go to work.

Upon board direction, staff developed a carpool application spelling out certain guidelines as well as designating certain parking spots at various parks throughout the county.

Van pool groups will need to complete an application each calendar year. Parking spaces will be assigned on an annual basis at designated locations based on availability. Van pool areas are only available Monday through Friday between 6:00 AM. to 6:00 PM. Participants assume any and all risk of personal injury or property damage arising from participation in the program.

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

Approval of Commissioner Brown's request to allow a van pool to be utilized in a county parking lot for physical disabled Fayette County residents.

**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

### CARPOOL PARKING APPLICATION

#### **To Apply/Renew**

1. Designate a carpool "Manager" to distribute information and to collect and return application and renewal forms to the Fayette County Parks and Recreation Department.
2. Each participant must read, complete and sign the application form

#### **Parking Assignment**

Fayette County assigns parking spaces at designated locations based on availability. Carpool groups with the highest occupancy receive priority. If applications for a location exceed the number of available spaces, a waiting list will be established.

#### **Renew Permits Yearly**

1. Parking areas are assigned on an annual base per calendar year. Each carpool "manager" must renew all forms each calendar year.
2. Each member of the carpool completes and signs the form and returns it to the carpool manager. The manager collects the forms and returns them altogether to the Fayette County Parks and Recreation Department

#### **Basic Rules**

**One-At-A-Time:** Only one of the group member vehicles registered to your carpool group may park in carpool parking areas at any one time.

**Changes:** Report changes in your carpool group to Fayette County Parks and Recreation Department immediately. New participants must complete an agreement form.

**Where to Park:** Park only in your area assigned for carpool parking. Do not park in areas not authorized. Parking in designated areas does not exempt a vehicle from normal parking restrictions. Do not block crosswalks, sidewalks or driveways.

**Access to Space:** Carpool parking areas have posted reserved times between 6:00 a.m. and 6:00 p.m. Monday through Friday. At other times, these areas are available to the general public.

**Liability:** Participants must agree to assume any and all risks of personal injury or property damage arising from participation in the program.

## Frequently Asked Questions:

---

- **What is a carpool area?**

A carpool area is a designated area within a parking lot that travelers can use as a meeting point to carpool or vanpool to their final destinations.

- **Is there a cost to park at a carpool area?**

As long as you are carpooling or vanpooling, parking areas are free of charge. Application forms are required to park in these areas during designated times.

- **Do I need a permit to park in a carpool area? Do I have a reserved space?**

Vehicle Permits are not used at carpool areas. Carpool areas are assigned to a carpool group on a first come first serve basis on applications received. All group members must have completed an application form to park in these areas during designated times.

- **How long can I leave my vehicle at a carpool area?**

Monday - Friday 6:00 a.m. to 6:00 p.m. Overnight parking is not allowed in any parking lots.

- **Is Fayette County liable for damages to vehicles?**

Fayette County is not liable for any theft or damages that occur as a result of parking in the areas. Carpool area users are encouraged to secure their vehicles, remove valuables from plain sight, and report suspicious activity.

- **Is it illegal for vehicles to be left at a carpool area with FOR SALE signs on them?**

It is illegal for a vehicle to be left at a carpool area with FOR SALE signs in the windows.

- **What kinds of vehicles are allowed at a carpool area?**

Passenger cars, vans, pickup trucks, and motorcycles with valid license plates are allowed. Semi-trucks and semi-trailers, commercial vehicles, and/or vehicles with commercial plates are prohibited. Campers are not allowed, nor are trailers, including those for hauling boats, landscaping equipment, etc.

- **How do I know that my car will be safe?**

It is each commuter's responsibility to park in the designated area and properly secure the contents of their vehicle. This means removing personal items from the passenger compartment, including laptops, navigation aids, cell phones, and other electronic devices, briefcases, handbags, and items of clothing. These should be secured in the trunk or cargo area of the vehicle, and the cargo security shade, if present, should be closed. Lock the vehicle and take the keys with you. Fayette County is not liable for any theft or damages that occur as a result of parking in the areas.



**FAYETTE COUNTY  
CARPOOL PARKING AREA  
APPLICATION & PARTICIPANT FORM**

**Which Fayette County Park do you wish to park? (circle one)**

- |                    |                     |                     |
|--------------------|---------------------|---------------------|
| <b>Brooks Park</b> | <b>Kenwood Park</b> | <b>Kiwanis Park</b> |
| <b>Lake Kedron</b> | <b>McCurry Park</b> |                     |

**Carpooler #1/Carpool Manager:**

|                                    |
|------------------------------------|
| <b>NAME:</b>                       |
| <b>RESIDENTIAL STREET ADDRESS:</b> |
| <b>CITY, STATE, ZIP:</b>           |
| <b>EMAIL ADDRESS:</b>              |
| <b>HOME TELEPHONE NUMBER:</b>      |
| <b>CELL TELEPHONE NUMBER:</b>      |
| <b>VEHICLE LICENSE NUMBER:</b>     |
| <b>MAKE AND MODEL OF VEHICLE:</b>  |

*I hereby certify that the information provided by me on this form is true and authorize Fayette County to verify the information provided by me. I certify that I have read the rules of the car pool parking area and agree to abide by them. I understand that participation is voluntary and agree to waive and release any and all rights and claim for damages against the Fayette County Board of Commissioners and all employees and members of the same, for any claim arising out of any injury, property damage, theft or damages of any kind, which may arise out of my use of the facilities of Fayette County. By signing this release, I consent to such participation and also verify that adequate insurance is in effect during this period.*

|           |       |
|-----------|-------|
| _____     | _____ |
| Signature | Date  |

**FAYETTE COUNTY  
CARPOOL PARKING AREA  
APPLICATION & PARTICIPANT FORM**

**Which Fayette County Park do you wish to park? (circle one)**

**Brooks Park**

**Kenwood Park**

**Kiwanis Park**

**Lake Kedron**

**McCurry Park**

**Carpooler # \_\_\_\_\_**

|                                    |
|------------------------------------|
| <b>NAME:</b>                       |
| <b>RESIDENTIAL STREET ADDRESS:</b> |
| <b>CITY, STATE, ZIP:</b>           |
| <b>EMAIL ADDRESS:</b>              |
| <b>HOME TELEPHONE NUMBER:</b>      |
| <b>CELL TELEPHONE NUMBER:</b>      |
| <b>VEHICLE LICENSE NUMBER:</b>     |
| <b>MAKE AND MODEL OF VEHICLE:</b>  |

*I hereby certify that the information provided by me on this form is true and authorize Fayette County to verify the information provided by me. I certify that I have read the rules of the car pool parking area and agree to abide by them. I understand that participation is voluntary and agree to waive and release any and all rights and claim for damages against the Fayette County Board of Commissioners and all employees and members of the same, for any claim arising out of any injury, property damage, theft or damages of any kind, which may arise out of my use of the facilities of Fayette County. By signing this release, I consent to such participation and also verify that adequate insurance is in effect during this period.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# Brooks Park Carpool Area



© 2015 Pictometry



# Kenwood Park Carpool Area



© 2015 Pictometry



# Kiwanis Park Carpool Area Option A





# Kiwanis Park Carpool Area Option B





# Lake Kedron Carpool Area



© 2015 Pictometry



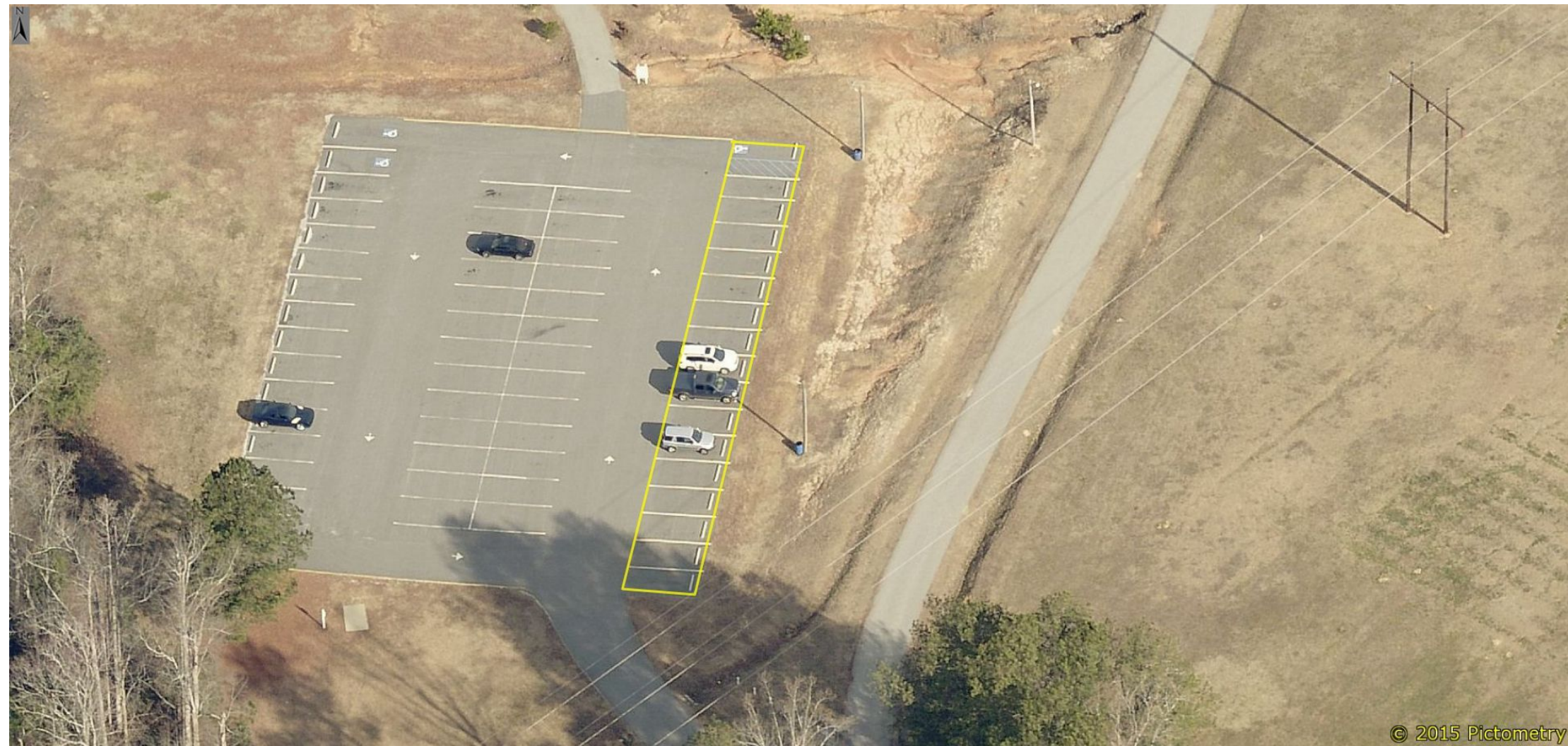
# McCurry Park Carpool Area Option A



© 2015 Pictometry



# McCurry Park Carpool Area Option B



© 2015 Pictometry

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Consideration of Commissioner Brown's request to allow a van pool to be utilized in a county parking lot for physical disabled Fayette County residents.

**Background/History/Details:**

A local resident is visual impaired and cannot drive. He has to use a van pool to get to work.

He has approached the county about using a county parking lot at a recreation site to allow him to walk from his neighborhood to his van in order to get to work. The resident is visually impaired and cannot drive. He utilizes a van pool to get to work.

There will be no more than (3) three vehicles parking in the parking lot at one time.

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

Approval of Commissioner Brown's request to allow a van pool to be utilized in a county parking lot for physical disabled Fayette County residents.

**If this item requires funding, please describe:**

Has this request been considered within the past two years?

If so, when?

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

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing


County Clerk's Approval

Administrator's Approval

**Staff Notes:**



## MEMORANDUM

TO: Commissioner Steve Brown  
FROM: McNally, Fox, Grant & Davenport, P.C.   
Date: November 23, 2016  
Re: Request of Scott K Hopper to utilize the County Field House located at the Fayette County Recreation facilities off Redwine Road and Old Senoia Road as a commuter lot.

---

Mr. Scott Hopper is a van-pool commuter. The origination point of his commute is a Publix at 840 Glynn Street South. His destination point is the FAA facility at Hartsfield-Jackson Airport. He has joined the van-pool to commute to work each day. The driver of his van-pool has leased the vehicle used for the commute from V-ride. Mr. Hopper has requested the County's assistance in establishing a new site of origination for his commute. He has written, requesting the new location be the County Field House parking lot located at the Fayette County Recreation facilities off Redwine Road and Old Senoia Road.

A brief explanation of the commuter program is necessary to examination of this request. To improve air quality, reduce traffic and save money, many people are carpooling to work. Several private companies have been established to assist commuters in this pursuit. They can accomplish this and operate a successful business by holding an inventory of large passenger vehicles which are offered for lease to commuter pools. This allows commuters to reduce the wear and tear on their personal vehicles. The groups are known as van-pools. Many companies and government agencies offer monetary subsidies to incentivize van-pooling. They further support employees in the formation of these commuter pools at the office in a process known as ride-matching. If an employer does not offer ride-matching, an interested commuter can access the websites of the private van-pool companies to participate in a ride-matching service. The result is a group of commuters with similar work hours and work location that reside in reasonable proximity of one another. They may or may not be acquainted on any other level.

Each commuter group requires a volunteer driver. The leasing company must approve the driver. He or she will sign a private lease agreement with the van-pool company. The driver thereby becomes liable for the operation and care of the van. Operation is strictly limited to commute purposes, this may include individual pick up at commuter residences however, the driver and other commuters usually agree on another location to meet and originate the commute. This is done for the sake of convenience, particularly for the volunteer driver. However, lease terms require the leasing company, in this case V-ride, to approve the site chosen for commute origin. Because the leased vehicles will be left at that location each night and over the weekend unattended, a well-lit and well trafficked area, such as a public shopping center is generally chosen. This decreases the likelihood of damage to the vehicle through vandalism.

The driver meets the van-pool party at the agreed upon and approved origination point. The commuters load the vehicle, drive to the designated parking area and each of the commuters and the driver go to work. All commuters reassemble at the vehicle at the

designated time after work, drive back to the site of origination, return to their personal vehicles, lock up the commuter vehicle and go home. The commuter vehicle will stay, unattended until the commuters assemble for their next trip to the office. At which time the commuter's personal vehicles are left, unattended until the commuters return from their work day.

No specific restriction exists that prevents the County from holding itself out for van-pooling from the requested location. However, the following issues must be addressed:

1. The County may not get approval as a commuter site. The ultimate authority for an origination point for these van-pools is the leasing company. That company is interested in the safety of its property. For this reason, areas frequented by shoppers and guaranteed to be well-lit are generally approved. It is instructional to note, that of the 400 van pool origination sites that V-ride operates, none of them is on government property. A formal request will need to be made to the V-ride company by the driver.
2. A decision allowing this kind of use may subject all County properties to consideration as van-pool origination sites, not merely the one at issue here.
3. If we hold the lots out as a reasonable location to leave commuter cars and leased vans, then it is reasonable to require a waiver of liability signed by the commuters and the van pool company. The County should not be subject to liability for the safety of the vehicles or any articles located therein.
4. In opening the County property for to this use by Mr. Hopper's van-pool, the County must be open to allowing the same use by all Fayette County residents. This will necessitate development of a mechanism to determine how much of the parking in any given lot will be devoted to this use. Creation of a method for selecting which van-pools will use the spots, if demand becomes high, will also be necessary.
5. A resolution will need to be prepared and passed declaring the intentions of the Board of Commissioners to allow this use.

Should you require further information on this issue please let us know.

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Consideration of approval of Resolution 2017-04; to call for a referendum regarding the imposition of a Special Purpose Local Option Sales Tax (SPLOST) within the special district encompassing Fayette County.

**Background/History/Details:**

The Board of Commissioners has entered into an intergovernmental agreement with the Town of Brooks, the City of Fayetteville, the City of Peachtree City and the Town of Tyrone and has received from each qualified municipality a list of projects and has also prepared a list of its own projects to be included as part of the SPLOST.

Once the Board has compiled a proposed list of local projects to be funded with the SPLOST, the board must adopt an ordinance or resolution calling for imposition of the tax. The resolution must include: a list of county and municipal projects for which proceeds of the tax are to be used, the estimated cost of each project to be funded from the proceeds of the tax and the time period of the levy stated in calendar years or calendar quarters.

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

Approval of Resolution 2017-04; to call for a referendum regarding the imposition of a Special Purpose Local Option Sales Tax (SPLOST) within the special district encompassing Fayette County.

**If this item requires funding, please describe:**

N/A

Has this request been considered within the past two years?

If so, when?

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

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**



**STATE OF GEORGIA**

**FAYETTE COUNTY**

**RESOLUTION**

**NO. 2017-\_\_\_**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS FOR FAYETTE COUNTY; TO CALL FOR A REFERENDUM REGARDING THE IMPOSITION OF A SPECIAL PURPOSE LOCAL OPTION SALES TAX WITHIN THE SPECIAL DISTRICT ENCOMPASSING FAYETTE COUNTY; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND FOR OTHER PURPOSES.**

**WHEREAS**, the Board of Commissioners for Fayette County (the “County”) is the duly elected governing authority for the County; and

**WHEREAS**, the Board of Commissioners desires to call for a referendum for the imposition of a special purpose local option sales tax (the “SPLOST”) within the special district encompassing the County, pursuant to O.C.G.A. § 48-8-110 et seq.; and

**WHEREAS**, the Board of Commissioners has entered into an intergovernmental agreement with the Town of Brooks, the City of Fayetteville, the City of Peachtree City, and the Town of Tyrone (the “qualified municipalities”) and has received from each qualified municipality a list of projects to be included as part of the SPLOST; and

**WHEREAS**, in addition, the County has also prepared a list of its own projects to be included as part of the SPLOST; and

**WHEREAS**, the combined list of all projects to be included as part of the SPLOST is attached hereto as Exhibit “A”; and

**WHEREAS**, it is estimated that the total cost of the projects identified in Exhibit “A” will be \$141,014,157.00; and

**WHEREAS**, the Board of Commissioners intends for said referendum on the SPLOST to be held on March 21, 2017, pursuant to state law governing the timing of special elections.

**NOW, THEREFORE BE IT RESOLVED** by the Board of Commissioners for Fayette County that there shall hereby be a referendum on March 21, 2017 to submit to the voters of Fayette County the question of whether or not to impose a special local option sales tax of one percent within the special district encompassing Fayette County for the purpose of financing the projects identified in Exhibit “A”, which is attached hereto and made a part hereof by this reference.

**BE IT FURTHER RESOLVED** by the Board of Commissioners that the question to be submitted to the voters of Fayette County shall be that found in Exhibit “B”, which is attached hereto and made a part hereof by this reference.

**BE IT FURTHER RESOLVED** by the Board of Commissioners that, if approved, said special purpose local option sales tax shall be for the purposes of funding road, street and bridge improvements throughout the special district and:

- (a) For funding public safety facilities and equipment, and stormwater system improvements, for Fayette County, and for funding an administrative building and civic center for the Town of Woolsey;
- (b) For funding water system improvements and sidewalks for the Town of Brooks;

- (c) For funding public safety equipment, improvements to the stormwater/wastewater system and recreational facilities, and the retirement of previously incurred debt for the City of Fayetteville;
- (d) For funding public safety equipment, recreational facilities, multi-use paths, and dam/spillway improvements for the City of Peachtree City; and
- (e) For funding public safety equipment, improvements to an administrative center, recreational facilities, multi-use paths and the sewer system, and the retirement of previously incurred debt for the Town of Tyrone.

**BE IT FURTHER RESOLVED** by the Board of Commissioners that the total estimated cost of the projects identified in Exhibit “A” is \$141,014,157.00; and

**BE IT FURTHER RESOLVED** by the Board of Commissioners that, if approved, the special purpose local option sales will be imposed for a maximum period of six (6) years.

**RESOLVED** this \_\_\_\_ day of February, 2017.

**BOARD OF COMMISSIONERS  
OF FAYETTE COUNTY**

By: \_\_\_\_\_  
Eric K. Maxwell, Chairman

(SEAL)

ATTEST:

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

Approved as to form:

\_\_\_\_\_  
County Attorney

## Exhibit "A"

The Projects shall consist of County Projects and City Projects". The County Projects, The City Projects, and their estimated costs are set forth below:

### County Projects

|                          |              |
|--------------------------|--------------|
| Stormwater Projects      | \$23,741,641 |
| Transportation           | \$19,520,353 |
| E911 Radio System        | \$18,211,536 |
| Fire Station #4 & Pumper | \$2,950,000  |
| Woolsey Community Center | \$223,000    |

### Town of Brooks

|  |           |
|--|-----------|
| Julia's Crossing - Paving & Improvements       | \$198,000 |
| Butler Road - Paving & Improvements            | \$228,000 |
| SR 85 Connector - Sidewalk/curb Improvements   | \$162,000 |
| SR 85 Connector/Brooks Rd/Gable Rd Int. Imp.   | \$392,000 |
| Hogan Road - Paving & Improvements             | \$170,000 |
| Friendship Church Road - Paving & Improvements | \$167,000 |

### City of Fayetteville

|  |             |
|--|-------------|
| Fire Station 93 – Design & Construction      | \$1,000,000 |
| Fire Apparatus                               | \$3,000,000 |
| Police Vehicles & IT Equipment               | \$1,109,000 |
| Wastewater plant Upgrades                    | \$8,000,000 |
| Debt retirement                              | \$1,500,000 |
| Road Resurfacing Projects                    | \$4,550,872 |
| Highway Median Landscaping                   | \$75,000    |
| Pedestrian Trails & Cart Paths               | \$75,000    |
| Highway 54/Hospital bridge                   | \$600,000   |
| Downtown Road Network                        | \$500,000   |
| Redwine Road/Ramah Road Roundabout           | \$1,200,000 |
| Parks Recreation/Land Acquisition/Greenspace | \$3,400,000 |

### City of Peachtree As identified in 2017 Project Manual

|   |              |
|---|--------------|
| Roads and Streets Resurfacing/Maintenance | \$29,619,180 |
| Multi-Use Path Resurfacing and Extensions | \$9,564,545  |
| Public Safety                             | \$3,316,110  |
| Parks and Recreation                      | \$1,023,000  |
| Dam/Spillway Enhancements                 | \$1,950,000  |
| Tier 2 Projects                           | \$6,566,566  |

## Exhibit A

### Town of Tyrone

|  |             |
|--|-------------|
| State Grant (LMIG, LWCF, LCI) Matching Funds                           | \$225,000   |
| Debt Services Reduction (GTIB project loans)                           | \$2,350,000 |
| Sanitary Sewer Connection/Expansion                                    | \$1,700,000 |
| Sidewalks/Paths Expansion (Commerce, Spencer, Palmetto, Swanson) roads | \$500,000   |
| Miniature Roundabout at Palmetto/Spencer/Arrowwood                     | \$350,000   |
| Handley Park Phase IV Fields and Facilities                            | \$325,000   |
| Dorothea Redwine Park Multiuse Redevelopment                           | \$350,000   |
| FDR and Repaving of Powers Court/Senoia Road                           | \$550,000   |
| Replacement of culverts on Dogwood and Pendleton Trails                | \$625,000   |
| Installation of SR74 North on-ramp/Senoia Road Extension               | \$400,000   |
| Mill, Patch and Paving of Briarwood and Farr Roads                     | \$900,000   |
| Gateway and Streetscape Improvements (lighting, signage, landscape)    | \$150,000   |
| Town Hall Renovations/ADA compliance improvements                      | \$275,000   |
| Purchase of Public Safety Patrol Vehicles                              | \$125,000   |
| Project Overrun Contingency  | \$200,000   |



YES

Shall a special 1 percent sales and use tax be imposed in the special district of Fayette County for a period of time not to exceed six (6) years and for the raising of an estimated amount of \$141,014,157.00 for the purposes of funding road, street and bridge improvements throughout the special district and (1) for funding public safety facilities and equipment,

NO

and stormwater system improvements, for Fayette County, and for funding an administrative building and civic center for the Town of Woolsey; (2) for funding water system improvements and sidewalks for the Town of Brooks; (3) for funding public safety equipment, improvements to the stormwater/wastewater system and recreational facilities, and the retirement of previously incurred debt for the City of Fayetteville; (4) for funding public safety equipment, recreational facilities, multi-use paths, and dam/spillway improvements for the City of Peachtree City; and (5) for funding public safety equipment, improvements to an administrative center, recreational facilities, multi-use paths and the sewer system, and the retirement of previously incurred debt for the Town of Tyrone?

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Presentation by Brandy Crawford, representing Mobilitie, concerning the placement of small cell facility towers in the County's right-of-way.

**Background/History/Details:**

Mobilitie and other companies state they are a public utility and want to be in the County's right-of-way. Public Works is not in favor of the placement of these poles in the County's right-of-way. Planning and Zoning has taken the stance that these facilities are actually telecommunications transmission towers and should be regulated under Sec. 110-105. - Standards for telecommunications antennas and towers and be placed on private property precluding their placement in the County's right-of-way.

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

A determination as to how the Board of Commissioners would like to address the issue.

**If this item requires funding, please describe:**

Has this request been considered within the past two years?

If so, when?

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

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**



**Fayette County, GA**

# **INFRASTRUCTURE INVESTMENT**

**February 2017**

# About Mobilitie, LLC



Indoor and outdoor Small Cell networks use Femtocell, Picocell, and Microcell technologies with combined radio heads to provide improved 3G, 4G, LTE, and Wi-Fi service to enterprises and real estate properties



Wireless and Wireline solutions that provide high data bandwidth connectivity to boost throughput and capacity of new and existing networks



High-density Wi-Fi networks that provide ubiquitous internet access to all wireless enable mobile and fixed devices



Indoor and outdoor neutral host Distributed Antenna Systems that provide improved coverage and capacity for all wireless carriers at large venues and in the most challenging locations across the country



Multi-carrier communication towers that enable improved wireless service to carriers across their nationwide macro networks based on our industry leading Lease-to-Suit® model



Our program allows wireless carriers to focus on their core business by having Mobilitie manage third party activity on tower sites



# Mobile data trends and demand drivers

**Smart phones generate 41x more data traffic**

Than the typical basic-feature cell phone

**84%**

OF TODAY'S SHOPPERS USE THEIR SMARTPHONE TO HELP SHOP IN-STORE

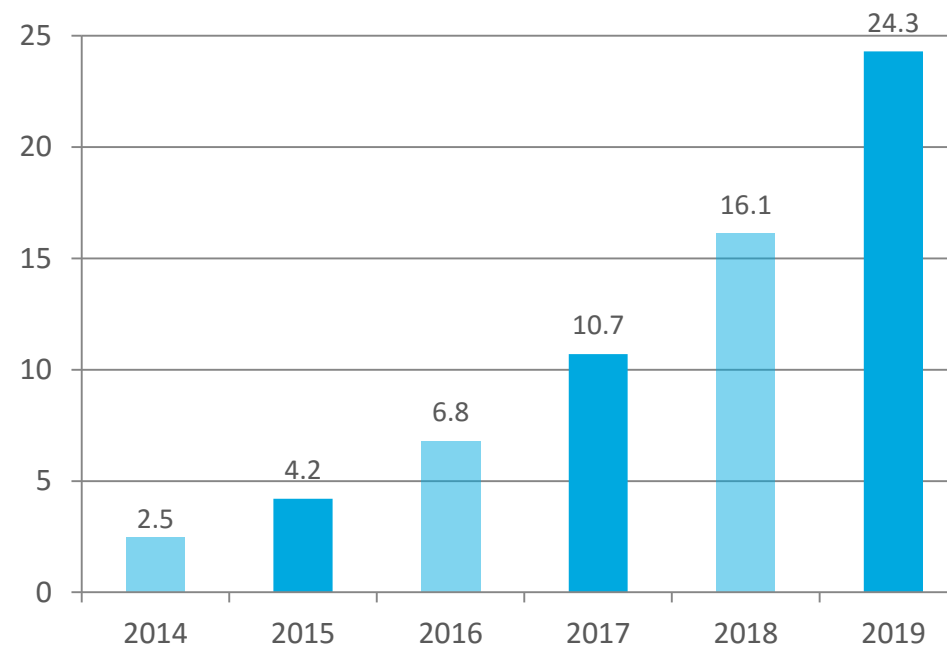
## DATA CONSUMPTION

30 MILLION MB OF DATA ARE USED EVERY 5 MINUTES THROUGH MEDIA STREAMING

**56%**

OF MOBILE DATA IS VIDEO

MOBILE DATA TRAFFIC (EB/MONTH)



U.S. MOBILE DATA USAGE

**90%**

OF HOUSEHOLDS USE WIRELESS SERVICE

**650%**

INCREASE EXPECTANCY OF MOBILE DATA FROM 2014 TO 2018

# About Mobilitie

---

**Mobilitie is the nation's largest privately held company that provides the infrastructure used to develop a nationwide transport network.**

## **What is a Transport Network?**

A transport network sends data from one location to another, and ultimately connects to data centers and the internet. The network is created using two types of poles: transport poles and small cells. Just as telephone or cable lines transmit data, so does Mobilitie's transport network.

## **How will my community benefit from the Transport Network?**

**Quick and Clean Installation:** environmentally sensitive installation that reduces the reliance on extensive trenching and boring. Reduced need to excavate streets, sidewalks and yards.

**Creates market competition:** cutting edge technology matches or exceeds existing fiber networks. Additional competition for existing internet and wifi providers helps consumers.

**Easily Adaptable and Upgradable System:** hybrid networks are easier to upgrade as newer technologies are adopted.

**Creates connected communities:** wireless aspects of the hybrid network extends the connectivity to outdoor uses and can bring high speed connectivity to underserved communities.



# About The Effort

**Mobilitie** designs, builds, owns and operates wireless infrastructure solutions to meet the needs of citizens, businesses and visitors by enabling connectivity.

## Mobilitie to lead largest small cell deployment in US

Enhancing coverage in all 50 US states

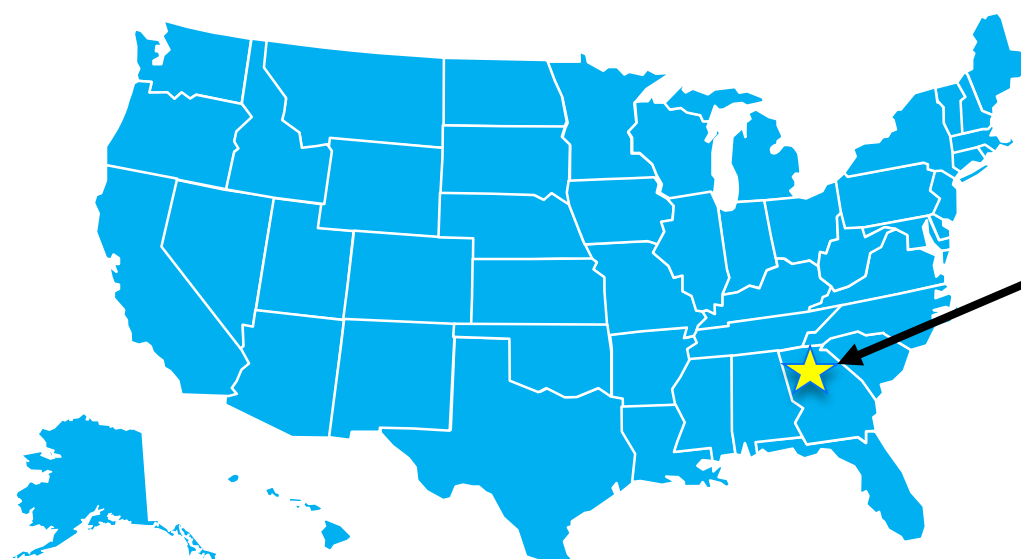
- Phased deployment of small cell sites
- All small cell sites to be operational within **14-18 months**

## Mobilitie's CLEC status

Mobilitie is authorized to provide telecommunications services in all 50 states

Infrastructure options include:

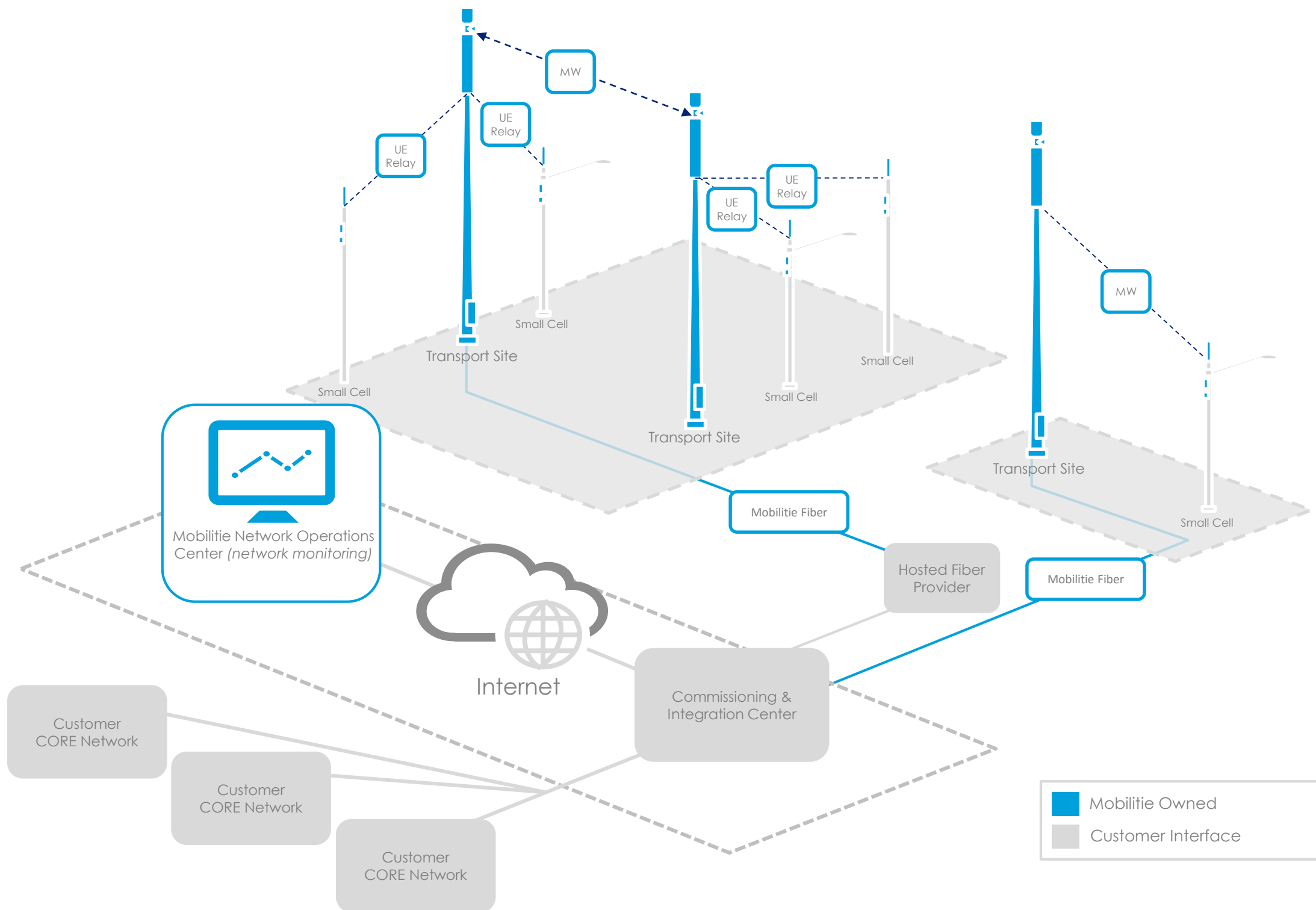
- Utility poles
- Light posts
- Transport facilities



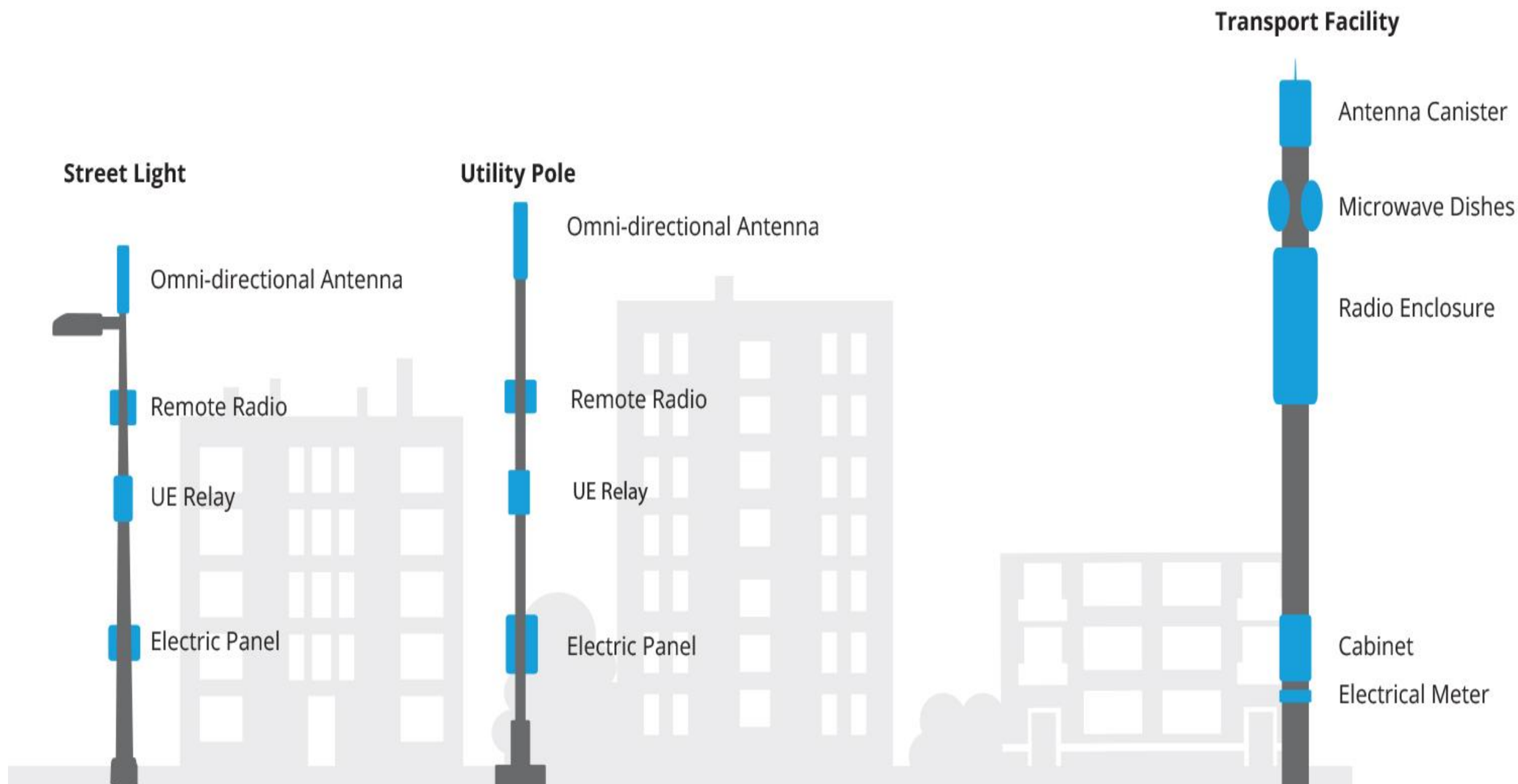
Mobilitie is a CLEC in the State of Georgia..



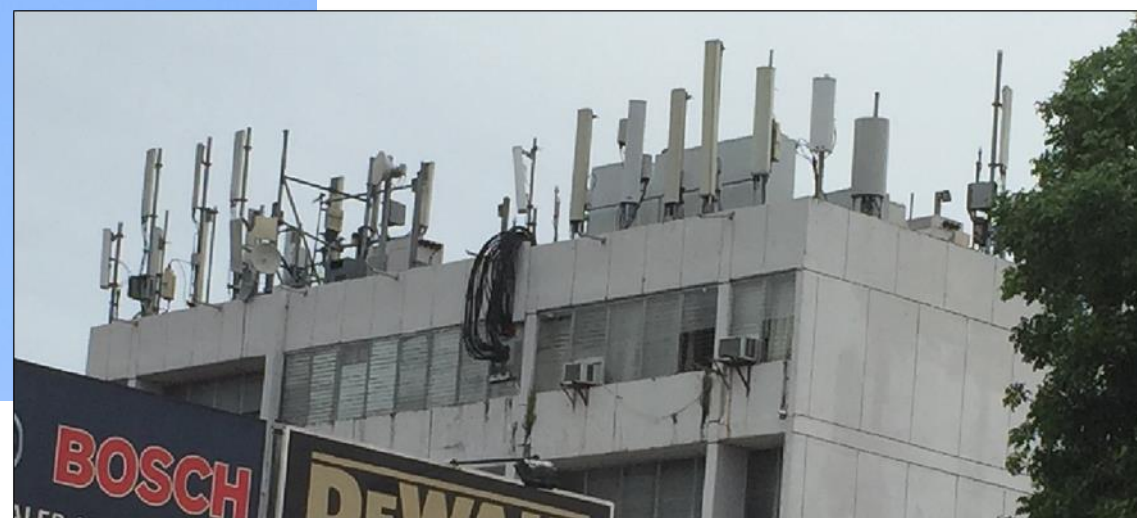
# Holistic network design



# Design types



# The traditional solution





# Our Solution - small cell installations



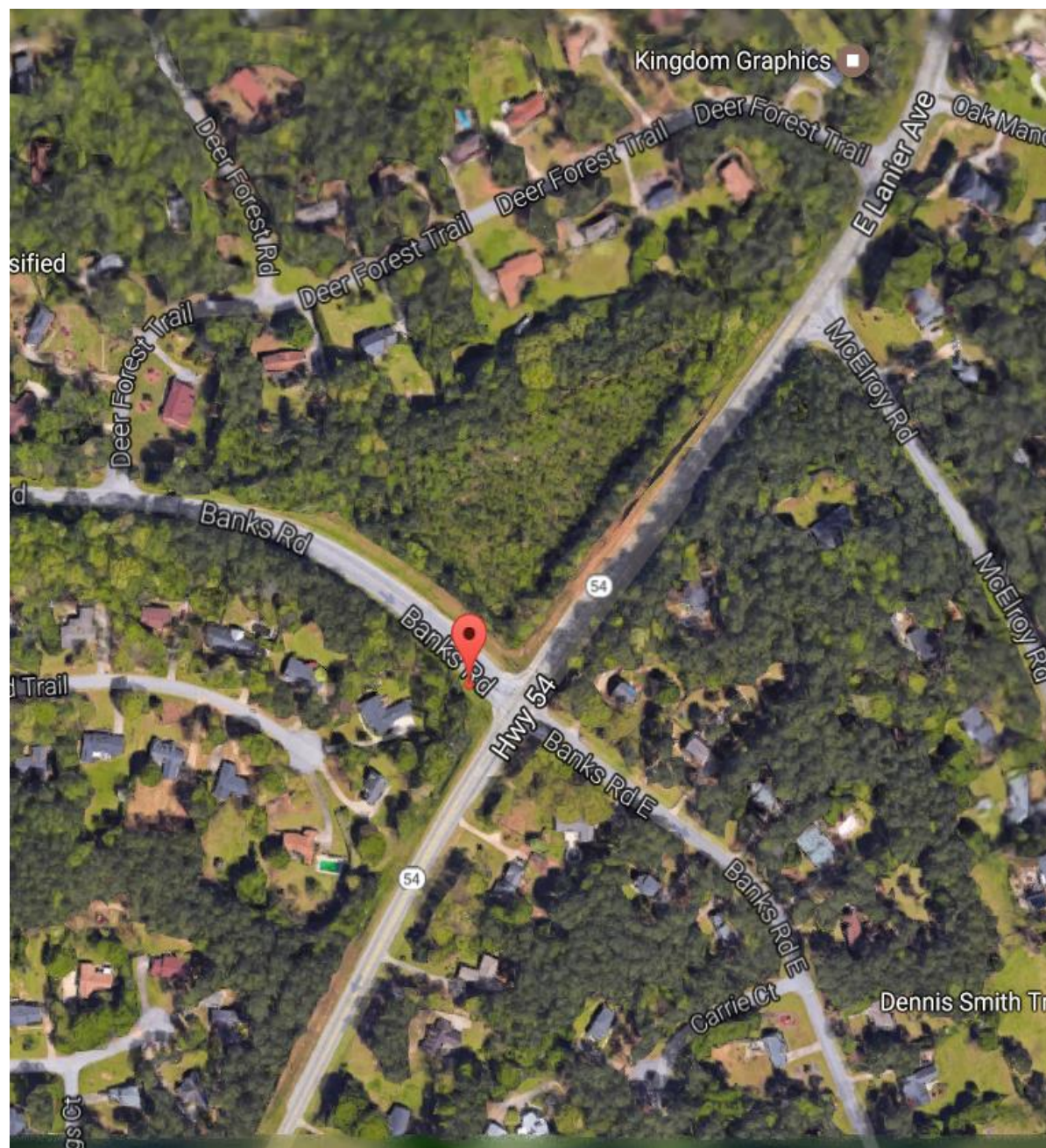


# Transport installations and photo simulation

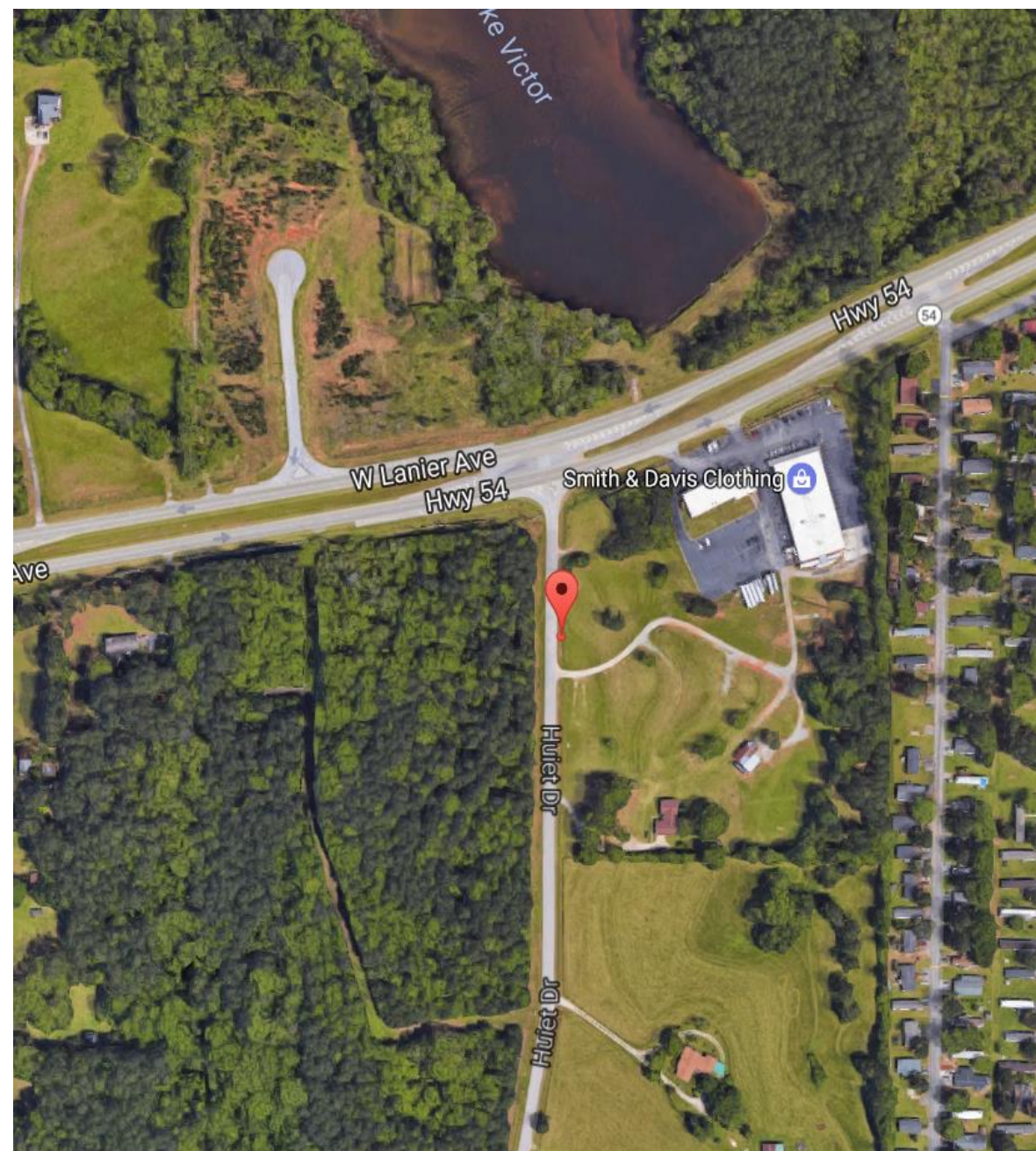




# Five (5) proposed sites in Fayette County



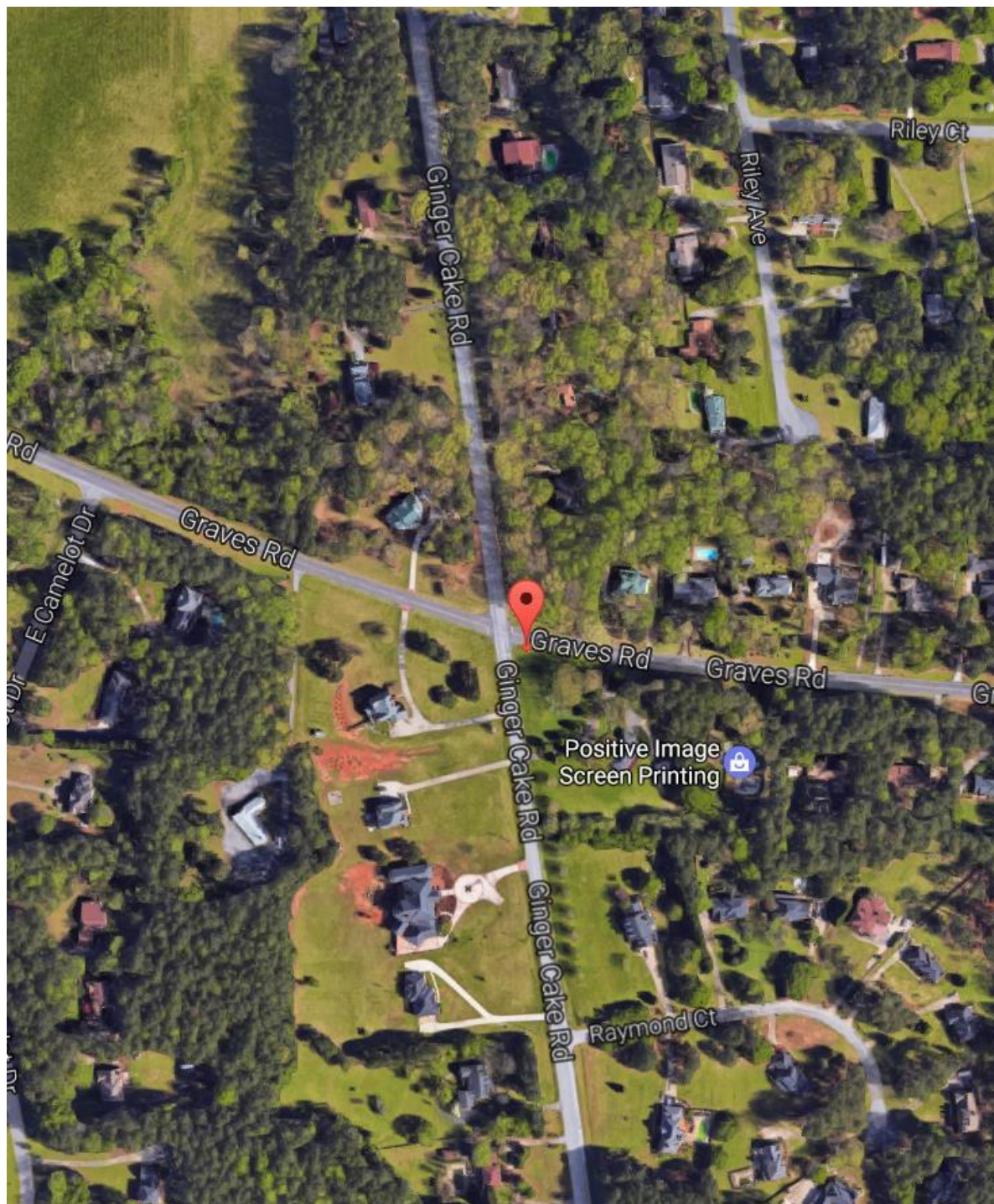
Banks Road near Highway 54



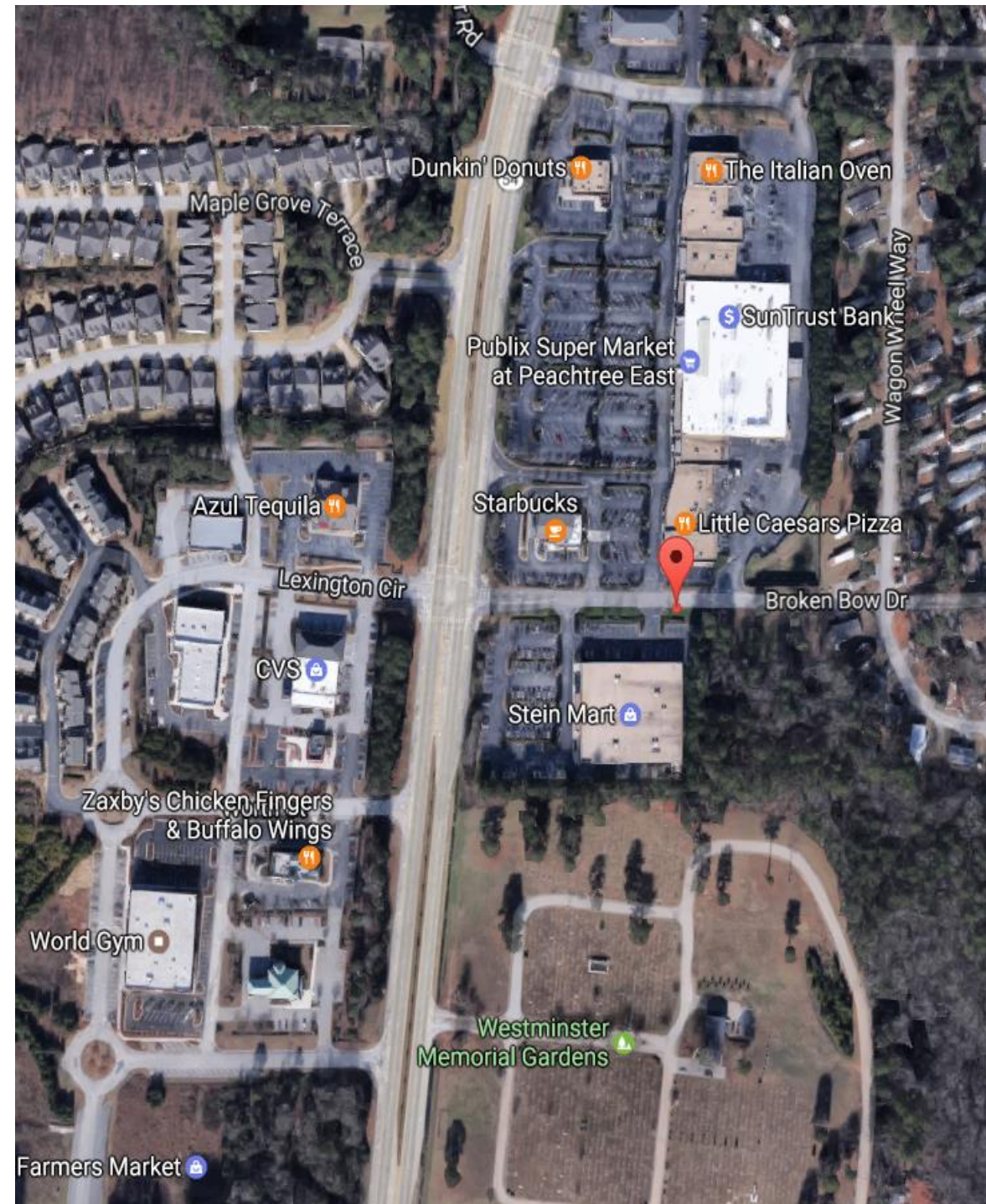
Huiet Drive near Highway 54



# Fayette County



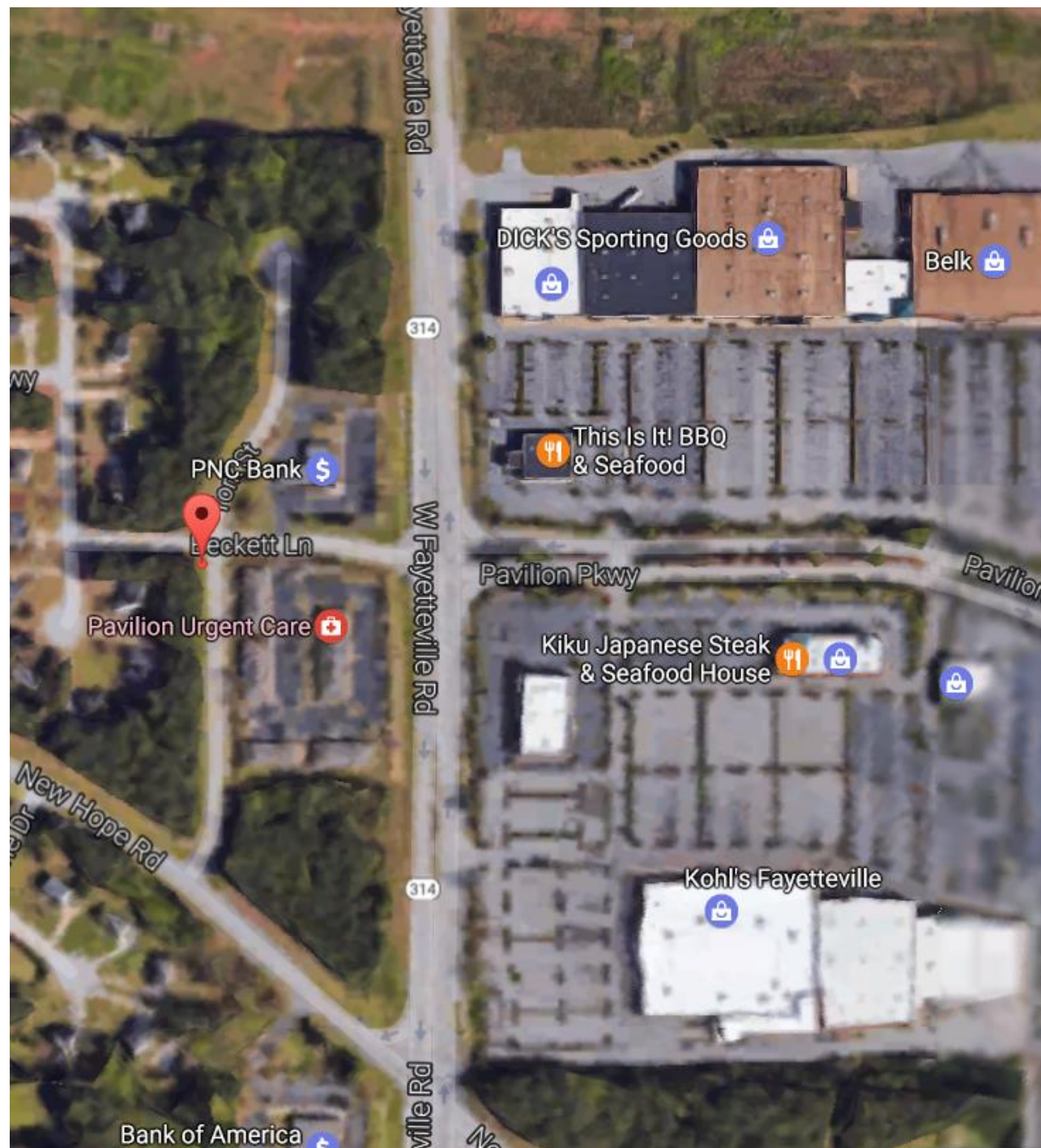
Ginger Cake Road near Graves Road



Broken Bow Drive near Floyd Farr Pkwy



# Fayette County



Beckett Lane near West Fayetteville Road

# Metro Atlanta Permitting Activities

| Jurisdiction    | Administrative Review (Y/N)  | Reviewing Department             | Turnaround Time |
|-----------------|--|----------------------------------|-----------------|
| Barrow County   | Y  | Engineering                      | 48 hours        |
| Bartow County   | Y  | Engineering                      | 10 days         |
| Forsyth County  | Y  | Engineering                      | 10 days         |
| Clayton County  | Y  | Transportation                   | 10 days         |
| DeKalb County   | Y  | Transportation                   | 5 days          |
| Henry County    | Y  | Transportation/Planning & Zoning | 30 days         |
| Newton County   | Y; height not to exceed 100 ft. and nonresidential zoning district | Transportation/Planning & Zoning | 90 days         |
| Rockdale County | Y  | Transportation                   | 5 days          |

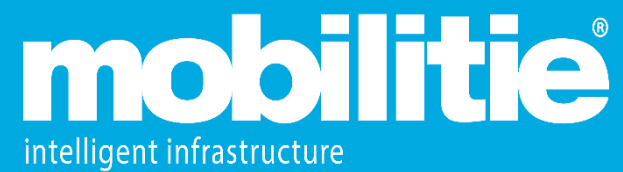
# Next Steps

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- Determine permitting process
- Guidance on height and materials
- Discuss timeline and bulk submittals



Thank you



WIRELESS COVERAGE SOLUTIONS

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Consideration of a request to pave a gravel section of Swanson Road (approximately 3,200 ft), located between Ellison Road and Adams Road.

**Background/History/Details:**

In accordance with Fayette County's Gravel Road Upgrade policy (attached), staff has worked with the property owners along the gravel section of Swanson Road to complete preliminary engineering and a time and material cost estimate. We also have confirmed property owner support to convey fee simple right-of-way for over eighty percent of the road frontage.

The project is funded under CIP 4220C at \$290,000. Most engineering, land acquisition and construction work would be performed by County labor and equipment, although outside services may be used for select activities. If approved, construction would take place in spring 2017.

Provided as backup to this request:

1. Fayette County's Gravel Road Upgrade Policy (260.01);
2. Vicinity Map;
3. Project Map/Centerline Alignment;
4. Cost Estimate; and
5. Schedule.

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

Approval to upgrade and pave a gravel section of Swanson Road (approximately 3,200 ft), located between Ellison Road and Adams Road.

**If this item requires funding, please describe:**

\$290,000 of funding is available in the project contingency fund 37510599 579000 SWANS. These funds were earmarked in the contingency fund specifically for Swanson Road.

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  
POLICIES AND PROCEDURES****POLICY DIVISION  
Gravel Road Upgrade  
260.01****PURPOSE**

This policy provides a methodology and procedures for County citizens to follow when requesting that an existing gravel road be paved by the Road Department.

**POLICY**

There shall be a consistent and uniform process for paving gravel roads upon request by citizens.

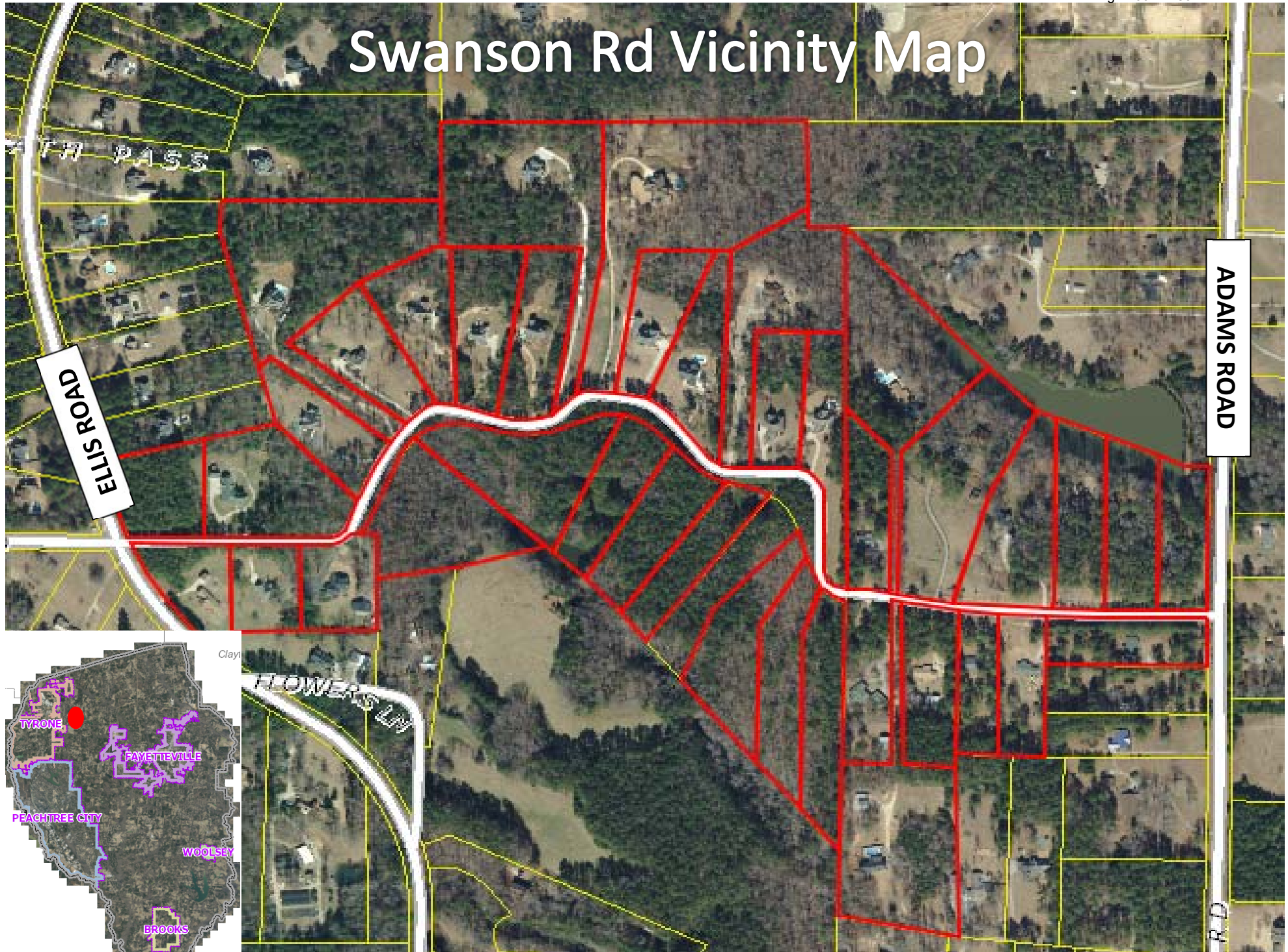
**PROCEDURE**

1. **Paving Request Petition** – The first step towards having a gravel road paved is to obtain a Paving Request Petition. Blank petitions are available on-line, at [http://www.fayettecountyga.gov/public\\_works/index.asp](http://www.fayettecountyga.gov/public_works/index.asp) or through the Road Department, located at 115 McDonough Road in Fayetteville (770-320-6010). The petition is used to gauge property owner support of the project and willingness to donate right-of-way for the project. A detail, showing typical gravel and paved road cross-sections, is included with the petition to address common questions associated with road paving.
2. **Property Owner Support** – In order for a Paving Request Petition to be considered complete, it shall have the signatures (i.e., support) of enough property owners along the road such that at least 80 percent of the road frontage is pledged for donation. For example, a gravel road 2,500 feet long has 5,000 feet of road frontage (2 x 2,500). Eighty percent of this distance is 4,000 ft. Thus, a group of property owners having at least 4,000 feet of frontage must be willing to sign the petition. Completed petitions shall be submitted to the Road Department.
3. **Preliminary Engineering** – Upon receipt of the petition, Fayette County will prepare a conceptual road layout (based on existing aerial photography and topography) that shows the proposed road alignment, right-of-way, drainage improvements, and potential easements. This information serves two purposes. First, it allows the Road Department to develop preliminary cost estimates of the project. Second, it will provide information to help identify and explain potential impacts to property owners.
4. **Property Owner Confirmation** – The County will conduct a public information meeting within 90 days of receipt of a valid petition during which the conceptual plan will be presented to the citizens. This meeting is designed to disseminate information and allow questions regarding impacts to individual properties. After the public information session the Road Department will meet with property owners, as necessary, within 60 days to solicit input and answer questions about the proposed project. Upon validating that a minimum of 80 percent support for project still exists, the County will proceed with the remaining steps to move the request forward.

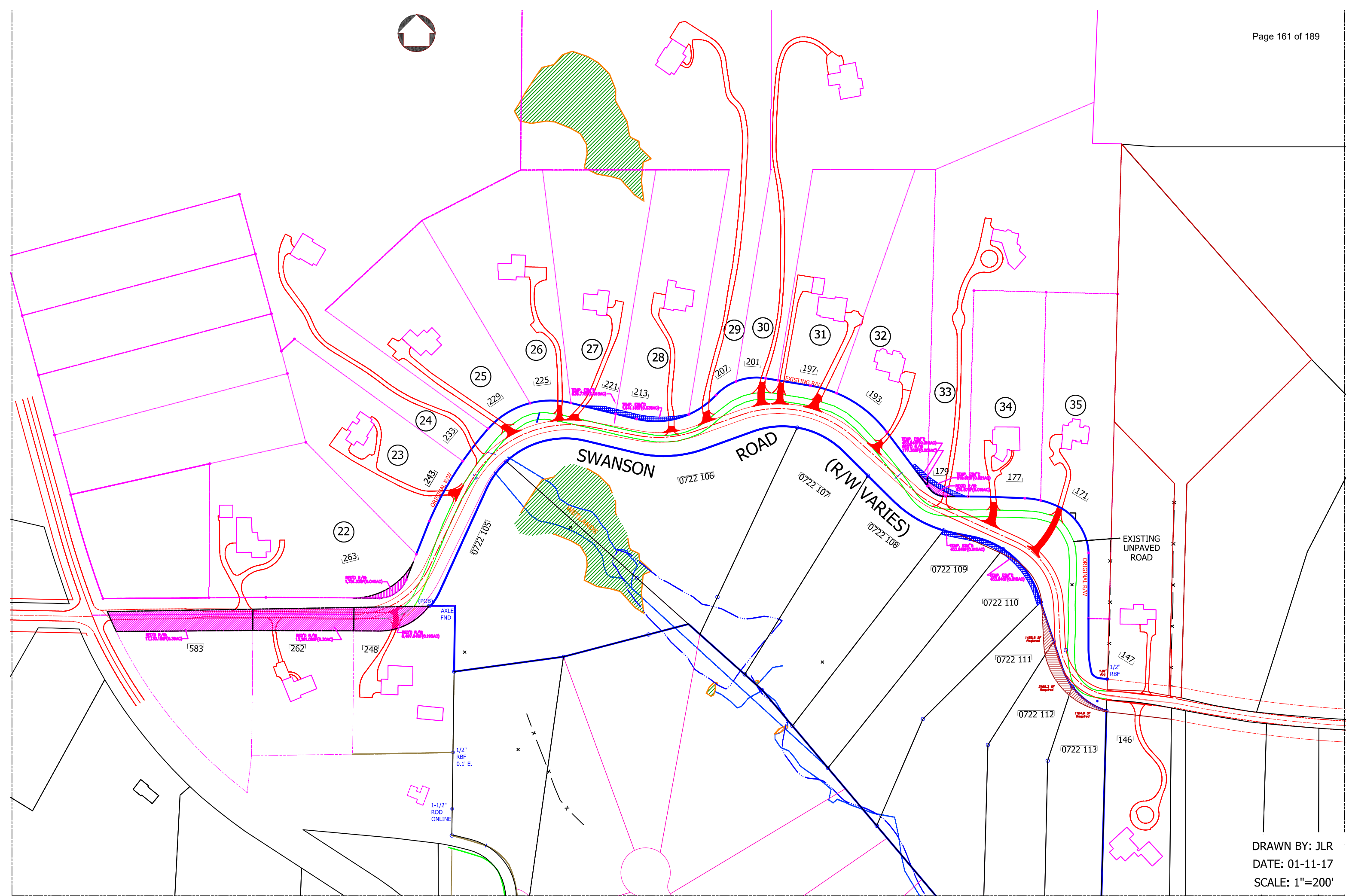
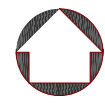
**FAYETTE COUNTY  
POLICIES AND PROCEDURES****POLICY DIVISION  
Gravel Road Upgrade  
260.01**

5. **Time and Material Cost Estimates** – The Road Department will develop time and material cost estimates for the construction work.
6. **Board of Commissioner Approval** – The Road Department will present the paving request, all pertinent supporting information and a Department recommendation on the request to the BOC at a public meeting. Property owners and other interested parties will have an opportunity to express support or opposition to the project at the meeting.
7. **Funding** – Upon Board approval, the project will be scheduled in accordance with the County’s Capital Improvement Program.
8. **Engineering** – Upon scheduled implementation, detailed engineering work will commence. Properties will be surveyed and plans developed identifying road alignment, right-of-way donation area, temporary/permanent easements, drainage improvements, and other impacts to private property. Road improvements shall be designed in accordance with minimum safety standards.
9. **Right-of-Way Acquisition** – Upon completion of right-of-way plats and associated legal descriptions, the County will acquire the needed right-of-way and easements.
10. **Construction** – Construction activities will begin in accordance with the established parameters of the CIP.

# Swanson Rd Vicinity Map







DRAWN BY: JLR  
DATE: 01-11-17  
SCALE: 1"=200'

|  |                                   |                                 |   |  |           |                    |                      |
|--|-----------------------------------|---------------------------------|---|--|-----------|--------------------|----------------------|
| ROAD NAME:                               | Swanson Rd                        |                                 | DATE:   | 10/28/2016   |           |                    |                      |
| DESCRIPTION:                             | <b>HOTMIX ASPHALT ALTERNATIVE</b> |                                 |   |  |           |                    |                      |
|  |                                   |                                 |   | 12' lane   |           |                    |                      |
|  |                                   |                                 |   | 6' shoulder  |           |                    |                      |
|  |                                   |                                 |   | 3:1 slope 6' horizontal width  |           |                    |                      |
|  |                                   |                                 |   | 2' flat bottom ditch   |           |                    |                      |
|  |                                   |                                 |   | 2:1 back slope   |           |                    |                      |
| Cul-de-sacs                              | How many?                         | Radius?                         | Area  |  |           |                    |                      |
|  | 0                                 | 40                              | 0   |  |           |                    |                      |
| Radius                                   | 2                                 | 25                              | 268.25  |  |           |                    |                      |
| Radius                                   |                                   | 35                              | 0   |  |           |                    |                      |
| LENGTH                                   | 3171.47                           | FEET                            |   |  |           |                    |                      |
| WIDTH                                    | 24                                | FEET                            | TYPE  |  |           |                    |                      |
| TOTAL PAVED AREA:                        | 79555                             | SF                              |   |  |           |                    |                      |
|  |                                   |                                 | TYPE  | THICKNESS  | AREA      | QUAN               | TOTAL                |
|  |                                   |                                 |   | (inch)   | SF        |                    |                      |
| ASPHALT                                  | \$ 39.39                          | per ton                         | 9.5 mm  | 1.5  | 79555     | 729.3 tons         | \$ 28,725.97         |
| ACPI \$604                               |                                   |                                 |   |  |           |                    |                      |
| ASPHALT                                  | \$ 35.45                          | per ton                         | 19 mm   | 2  | 79555     | 972.4 tons         | \$ 34,470.20         |
| TACK                                     | \$ 1.26                           | per gal                         |   | 0.05   | 79555     | 442.0 gal          | \$ 556.89            |
| PRIME                                    |                                   | per gal                         |   | 0.15   | 79555     | 1325.9 gal         | \$ -                 |
| GAB - mainline                           |                                   |                                 |   | 6  | 79555     | 2983.3 tons        |                      |
| Add'l GAB in cul-de-sac                  | (10" req'd in cul-de-sacs)        |                                 |   | 4  | 0         | 0.0 tons           |                      |
| Total GAB                                | \$ 10.00                          | per ton                         |   |  |           | 2983.3 tons        | \$ 29,833.13         |
| AGG SURF CRS or #57's                    | 16.00                             | per ton                         | 135 lbs/cf  | 4  |           | 1790 tons          | \$ 28,639.80         |
| Rip Rap or surge                         | 18.50                             | per ton                         |   |  |           | 100 tons           | \$ 1,850.00          |
| FABRIC                                   | 2.10                              | per sy                          |   |  |           | 300 sy             | \$ 630.00            |
| DRAINAGE                                 | 13.96                             | per lf                          | 18" BCCMP driveways   |  |           | 595.5 ft           | \$ 8,313.18          |
|  | 18.60                             | per lf                          | 24" BCCMP driveways   |  |           | ft                 | \$ -                 |
|  | 14.8                              | per lf                          | 18" RCP cross drain   |  |           | ft                 | \$ -                 |
|  | 22.00                             | per lf                          | 24" RCP cross drain   |  |           | ft                 | \$ -                 |
|  | \$31.60                           | per lf                          | 30" RCP cross drain   |  |           | 288 ft             | \$ 9,100.80          |
|  | \$41.40                           | per lf                          | 36" RCP cross drain   |  |           | ft                 | \$ -                 |
|  | \$71.40                           | per lf                          | 48" RCP cross drain   |  |           | ft                 | \$ -                 |
|  | \$ 250.00                         | per lf                          | 4x4 box cross drain   |  |           | ft                 | \$ -                 |
| Foundation Bk'fill                       | 16.00                             | per ton                         |   |  |           | 50 tons            | \$ 800.00            |
| HEADWALLS, END WALLS, & FES              | \$ 700.00                         | per CY                          | ENDWALL 8'x40'x1.5 = 18 cy each   |  |           | cy                 | \$ -                 |
|  | \$525.00                          | ea                              | 30" FES   |  |           | 6 ea               | \$ 3,150.00          |
| DRIVEWAY CONCRETE                        | \$ 30.00                          | per sy                          | 7 driveways   |  |           | 20 sy ea           | \$ 4,200.00          |
| DRIVEWAY ASPHALT                         | \$ 39.39                          | per ton                         | 2 driveways   | 56 sy average  |           | 6.2 tons / dwy     | \$ 488.44            |
| DRIVEWAY GRAVEL                          | \$ 10.00                          | per ton                         | 9 driveways   |  |           | 20 tons / dwy      | \$ 1,800.00          |
| STRIPING                                 | \$ 1,584.00                       | per line mile                   | 4 stripes   |  |           | 3171.47            | \$ 3,805.76          |
| RPM'S                                    | \$ 5.00                           | ea                              |   |  |           | 6342 lf            | \$ 792.75            |
| SIGNS                                    | \$ 250.00                         | per 1000 lf                     |   |  |           | 4                  | \$ 1,000.00          |
| EQUIP LEASE                              |                                   | per month                       | Steel Wheel roller + sheeps foot  |  |           | 0 months           | \$ -                 |
| TRUCK LEASE                              | Hourly Cost                       | Cost per 6 Hour Day             | # of Trucks   | Cost Per Day   | # of Days | Total              |                      |
|  | \$ 80.00                          | \$ 480.00                       | 2   | \$ 960.00  | 40        | \$ 38,400          | \$ 38,400.00         |
| GRASSING                                 | \$1,600.00                        | per ac                          | 2.542 acres   |  |           | 3 times            | \$ 12,202.01         |
| EROSION CONTROL                          | \$ 4.00                           | per ft of project               |   |  |           | 3171.47 ft         | \$ 12,685.88         |
| FEMA & CORPS OF ENGINEERING COORDINATION |                                   |                                 |   | Note: Possible utility relocation costs with AT&T, TV cable & power. |           | lump               | \$ -                 |
| WETLAND MITIGATION                       |                                   |                                 |   |  |           |                    |                      |
| FENCES                                   |                                   |                                 | 725 lf of hog wire on south side beginning on east end and going north then west. |  |           |                    | \$ 1,500.00          |
| Relocate water meters                    |                                   |                                 |   |  |           | ea                 | \$ -                 |
| Relocate fire hydrants                   |                                   |                                 |   |  |           | ea                 | \$ -                 |
| Relocate power poles                     | \$ 1,500.00                       | Cost per pole per Guy Blanchard |   |  |           | 3 ea               | \$ 4,500.00          |
| Tree removal                             | \$700.00                          | per tree                        |   |  |           | 8 trees            | \$ 5,600.00          |
|  |                                   |                                 |   |  |           | TOTAL              | \$ 233,044.80        |
|  |                                   | ENGINEERING                     |   | 0%   |           |                    | \$ -                 |
|  |                                   | INFLATION                       |   | 10%  | for       | 1 yrs              | \$ 23,304.48         |
|  |                                   |                                 |   |  |           | <b>GRAND TOTAL</b> | <b>\$ 256,349.28</b> |

# Swanson Road Upgrade -

## Proposed Schedule (CIP 4240C)

| Task               | Start   | Duration | End      | Feb '17    | March      | April      | May        | June       | July       | Aug        | Sept       | Oct        |
|--------------------|---------|----------|----------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| BOC Approval       | 2/9/17  | 1        | 2/10/17  | █          |            |            |            |            |            |            |            |            |
| Engineering        | 2/10/17 | 45       | 3/27/17  | ██████████ | ██████████ |            |            |            |            |            |            |            |
| Permitting         | 2/24/17 | 60       | 4/25/17  |            | ██████████ | ██████████ |            |            |            |            |            |            |
| Land Acquisition   | 3/3/17  | 75       | 5/17/17  |            | ██████████ | ██████████ | ██████████ |            |            |            |            |            |
| Utility Relocation | 5/17/17 | 120      | 9/14/17  |            |            |            | ██████████ | ██████████ | ██████████ | ██████████ |            |            |
| Construction       | 5/17/17 | 180      | 11/13/17 |            |            |            | ██████████ | ██████████ | ██████████ | ██████████ | ██████████ | ██████████ |

## Swanson Road Paving Project - Summary of ROW Needs and Project Support

| Parcel ID | Support   | Against  | Neutral  | Road Frontage (feet) | Existing ROW (feet) | Pledged ROW (feet) | Needed ROW (feet) |
|-----------|-----------|----------|----------|----------------------|---------------------|--------------------|-------------------|
| 1&2       |           | X        |          | 772                  | 549                 | 0                  | 223               |
| 3         | X         |          |          | 244                  | 244                 |                    |                   |
| 4         | X         |          |          | 86                   | 86                  |                    |                   |
| 5         | X         |          |          | 98                   | 98                  |                    |                   |
| 6         | X         |          |          | 81                   | 81                  |                    |                   |
| 7         |           | X        |          | 103                  | 103                 |                    |                   |
| 8         | X         |          |          | 201                  | 201                 |                    |                   |
| 9         | X         |          |          | 132                  | 132                 |                    |                   |
| 10        | X         |          |          | 80                   | 80                  |                    |                   |
| 11        | X         |          |          | 118                  | 118                 |                    |                   |
| 12        | X         |          |          | 299                  | 249                 | 50                 |                   |
| 13        |           |          | X        | 107                  | 28                  | 79                 |                   |
| 14        | X         |          |          | 144                  | 144                 |                    |                   |
| 15        |           | X        |          | 431                  | 431                 |                    |                   |
| 29        | X         |          |          | 82                   |                     | 82                 |                   |
| 30        | X         |          |          | 97                   |                     | 97                 |                   |
| 31        | X         |          |          | 105                  |                     | 105                |                   |
| 32        | X         |          |          | 184                  | 184                 |                    |                   |
| 33        | X         |          |          | 153                  | 153                 |                    |                   |
| 34        | X         |          |          | 214                  | 214                 |                    |                   |
| 35        | X         |          |          | 234                  | 234                 |                    |                   |
| 36        | X         |          |          | 763                  | 763                 |                    |                   |
| 37        | X         |          |          | 399                  | 399                 |                    |                   |
| 38        | X         |          |          | 159                  |                     | 159                |                   |
| 39        |           |          | X        | 245                  |                     |                    | 245               |
| 40        |           | X        |          | 344                  |                     |                    | 344               |
|           | <b>20</b> | <b>4</b> | <b>2</b> | <b>5871</b>          | <b>4488</b>         | <b>572</b>         | <b>811</b>        |
|           |           |          |          |                      | 76.5%               | 9.7%               | 13.8%             |

Percent Existing or Pledged: 86.2%

Percent to be Acquired: 13.8%

### Road Centerline Lengths

Existing C/L length is 3,197 ft

Proposed C/L length is 2,958 ft

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Consideration of Commissioner Brown's request to approve Resolution 2017-05 to appeal on behalf of the people of Fayette County to preserve the historical integrity of Starr's Mill in relation to bridge construction on State Route 85.

**Background/History/Details:**

Commissioner Brown requests that the Board approves Resolution 2017-05 regarding a bridge replacement at the site of the historical Starr's Mill in Fayette County.

Commissioner Brown has prepared a presentation as backup to this request.

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

Approval of Resolution 2017-05 to appeal on behalf of the people of Fayette County to preserve the historical integrity of Starr's Mill in relation to bridge construction on State Route 85.

**If this item requires funding, please describe:**

Has this request been considered within the past two years?

If so, when?

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

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**



**RESOLUTION 2017 - 05**

**AN APPEAL ON BEHALF OF THE PEOPLE OF FAYETTE COUNTY TO PRESERVE THE HISTORICAL INTEGRITY OF ONE OF THE STATE'S MOST VISIBLE LANDMARKS, STARR'S MILL, RELATED TO BRIDGE CONSTRUCTION ON STATE ROUTE 85**

**WHEREAS**, Hananiah Gilcoat built a mill on the bank of Whitewater Creek in 1825, known as Starr's Mill, less than a mile from the boundary between Creek Indian lands and the State of Georgia, during the presidency of John Quincy Adams, recognized by the Georgia Historical Society; and

**WHEREAS**, the mill was fully operational until 1959, using a water-powered turbine to grind corn and operate a sawmill, also operating as a cotton gin and a dynamo that produced electricity for nearby City of Senoia; and

**WHEREAS**, Starr's Mill represents the dawn of agricultural commerce, the determined self-reliance of our forefathers and the American ingenuity and creativity that made the United States the most powerful country in the world; and

**WHEREAS**, The Fayette County Government owns the site through the county's water utility, spends funds maintaining the site and has officially approved all necessary ordinances to protect and preserve the historical integrity of the Starr's Mill site for future generations of Georgians by placing restrictions on real estate development on the land surrounding the mill site, allowing only architecture and uses that will complement the historic structure; and

**WHEREAS**, the Starr's Mill historic site is one the most photographed historic sites in Georgia, appearing in countless books and calendars, a rare combination of natural and structural splendor, being such a source of local pride that the local high school is named after the mill; and

**WHEREAS**, the current Georgia Department of Transportation bridge structure on State Route 85 (GDOT PI 0013734), facing the Starr's Mill historic site is scheduled for replacement to improve both transportation utility and prevent flooding on the historic site; and

**WHEREAS**, protecting and preserving our historic heritage takes a unified effort of government, civic organizations and passionate individuals;

**BE IT THEREFORE RESOLVED THAT** the Board of Commissioners of Fayette County does hereby formally request that the Honorable Governor Nathan Deal and Fayette County's Honorable GDOT District 3 Board Member Sam Wellborn and the entire Georgia Board of Transportation support the Great Citizens of Fayette County and promote a bridge design that embellishes one of the most beautiful historical sites in the State of Georgia with the intention of melding the transportation infrastructure design with historical character of the adjoining mill.

So resolved this 9<sup>th</sup> day of February, 2017, by the

**BOARD OF COMMISSIONERS; FAYETTE COUNTY, GEORGIA**

Steve Brown, Commissioner

Charles W. Oddo, Commissioner

Charles D. Rousseau, Commissioner

Attest:

Tameca P. White, County Clerk





# Bridges

























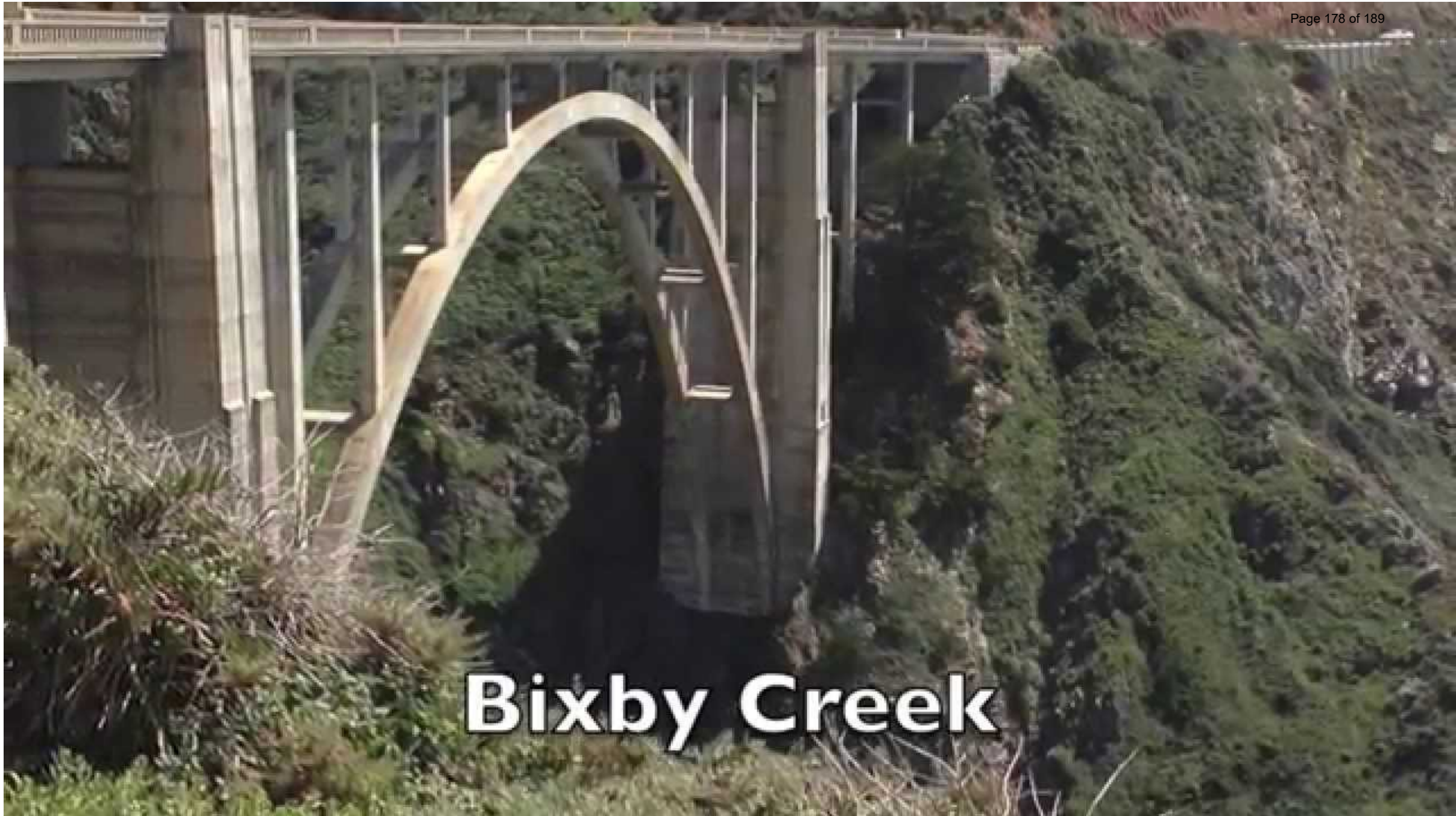












**Bixby Creek**









Image of the month from the Gallery of Better-Photographs.com





11/10/2003



















# Goals

- Maintain Historical Character
  - ✓ Overlay Ordinances
- Improve Overall Site (County)
  - Tree Clearing
  - Water Trail
  - Buffering Vegetation
- Work With GDOT On Complementary Bridge Design







"WHERE QUALITY  
 IS A LIFESTYLE"

To: Steve Rapson  
 From: Ted L. Burgess  
 Date: January 4, 2017  
 Subject: Contract #1247-N: Security Cameras for McCurry Park

One of the measures the county has undertaken to assure citizens' well-being was to initiate a plan to install security cameras in the parks. In October 2014 we invited three video surveillance firms to come and give presentations for their companies, products, after-sale services, and other relevant aspects, and to submit price quotes for security cameras at Kiwanis Park. The three entities were:

| <u>Company</u>             | <u>Location</u>   |
|----------------------------|-------------------|
| AdaptToSolve, Inc.         | LaGrange, Georgia |
| GC&E Systems Group, Inc.   | Norcross, Georgia |
| Stanley Security Solutions | Tucker, Georgia   |

On October 30, 2014 the three gave their presentations and submitted quotes. At that time, each of the three vendors were advised that the county intended to complete security installations in all of our parks and other areas over a period of several years. It was further stated that the county intended to continue working with the successful vendor, and treat future phases of the initiative as continuation of the project, based on the outcome of the competitive quote process. This would assure compatibility of equipment as it was added to the system, and manage the number of companies that would be installing equipment and providing warranty or maintenance work after installation.

AdoptToSolve offered the best value for equipment and installation, and they also presented the proposal that was most in line with what the county needed. AdoptToSolve has been awarded contracts to date as follows:

- Contract #926-A: Installed 18 cameras at Kiwanis Park
- Contract #1065-N: Installed 12 cameras, one tag camera, and three license plate cameras at Kenwood Park
- Contract #1065-N, Amendment 1: Added installation of two cameras at Kenwood Park

Proposed Contract #1247-N will provide part of the planned security equipment for McCurry Park. This includes "head end" equipment to be housed in the 911 Data Center, and 16 cameras and three tag cameras to be installed in the park.

