

BOARD OF COUNTY COMMISSIONERS

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



FAYETTE COUNTY, GEORGIA

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

140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

AGENDA

August 25, 2022
5:00 p.m.

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

Call to Order
Invocation and Pledge of Allegiance by Commissioner Charles Oddo
Acceptance of Agenda

PROCLAMATION/RECOGNITION:

PUBLIC HEARING:

1. Final Public Hearing for consideration of Resolution 2022-06 adopting the 2022 Property Tax Millage Rate. (pages 3-30)

PUBLIC COMMENT:

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

CONSENT AGENDA:

2. Approval of the Water Committee's recommendation to close Lake McIntosh Park on November 3, 4, 5, and 6, 2022 for the Greater Atlanta Air Show. (pages 31-45)
3. Approval of the Chairman to sign the Equitable Sharing Agreement and Annual Certification as required by the U.S. Department of Justice and the U.S. Department of Treasury. (pages 46-51)
4. Approval of the August 11, 2022 Board of Commissioners Meeting Minutes. (pages 52-55)

OLD BUSINESS:

NEW BUSINESS:

5. Request to approve the Sheriff's Office's request to purchase a Lenco BearCat G-3 Armored Rescue and Response vehicle for use during various critical incidents, from Lenco BearCat in the amount of \$309,837. (pages 56-64)
6. Request to award Contract #2062-Q, Construction Manager at Risk - Public Health Building, to Hogan Construction Group for the initial contract amount of \$1,188,336.68, to include General Conditions and General Requirements, Pre-construction Costs, and the Construction Manager Fee. (pages 65-71)

7. Request to approve the Parks and Recreation Selection Committee's recommendation to appoint Patrick Gafford to the Recreation Commission for a term beginning June 1, 2022 and expiring March 31, 2026. (pages 72-74)
8. Request to transfer \$503,216 from the General Fund, fund balance for the purchase of tax parcel 05-33-007 for use by the Parks & Recreation Department. (pages 75-99)
9. Request to transfer \$250,000 from CIP #206AF to a new Capital Improvement Program (CIP) project for property improvements, and transfer \$50,000 from the remaining funds in CIP #206AF to Parks Contingency for future needs. (pages 100-102)
10. Request to enter into a contract with Badger Meter, Inc. the selected respondent to RFP -2000-P Advanced Metering Infrastructure (AMI) Solution RFP 2000-P, for purchase and installation of 31,654 water meter and cellular endpoints for a not-to-exceed amount of \$13,676,102. (pages 103-123)
11. Request to approve a Billing Services Agreement between Fayette County and the Town of Brooks to set a sewer billing rate from \$1.62 per customer to \$1.82 per customer. (pages 124-128)
12. Request to approve Ordinance 2022-03 to revise Georgia Code Chapter 26, Article III, Section 26-57, Subsections (b), (d), and (e) revising provisions pertaining to Registration fee, Reciprocal agreement, and Transfer of ownership of motorized carts. (pages 129-135)

ADMINISTRATOR'S REPORTS:

- A. Contract #1867-P: Water System Engineer of Record; Task Order 23-04: FCWS/CCWSA Water Main Interconnection (pages 136-144)
- B. Contract #2094-B: Annual Pavement Striping (updated) (pages 145-148)

ATTORNEY'S REPORTS:

COMMISSIONERS' REPORTS:

EXECUTIVE SESSION:

ADJOURNMENT:

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Final Public Hearing for consideration of Resolution 2022-06 adopting the 2022 Property Tax Millage Rate.

Background/History/Details:

Each year, the Board of Commissioners sets millage rates for the purpose of levying property taxes. Staff is requesting the Board to adopt Resolution 2022-06 to establish the 2022 property tax millage rates.

The proposed 2022 millage rates are as follows:
General Fund's Maintenance and Operations - 4.034 mills, no change
Fire Services - 3.070 mills, no change
EMS Services - 0.500 mills, increase of 0.044 mills or 9.65%
E-911 Services - 0.210 mills, no change

What action are you seeking from the Board of Commissioners?

Adoption of Resolution 2022-06 adopting the 2022 Property Tax Millage Rate.

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:

State of Georgia;
County of Fayette

**RESOLUTION LEVYING COUNTY TAX
FOR YEAR 2022
No. 2022 - 06**

Upon motion duly made and unanimously passed, it is hereby ordered by the Board of Commissioners of Fayette County, Georgia, duly convened this 25th day of August, 2022, that upon \$3,240,999,991 the value of all property taxable for County purposes in Fayette County, Georgia, as appears upon the digest thereof, and upon all other taxable property in unincorporated Fayette County, Georgia, there be levied and collected for County general maintenance and operations purposes as set forth in the Official Code of Georgia Annotated, Section 48-5-220, and as hereinafter amended and as otherwise authorized by law, a tax, ad valorem, for the year 2022, for all such purposes of \$4.034 per \$1,000.00 of assessed valuation, constituting a tax levy for County general maintenance and operations purposes of 4.034 mills.

Upon motion duly made and unanimously passed, it is hereby ordered by the Board of Commissioners of Fayette County, Georgia, duly convened this 25th day of August, 2022, that upon \$5,126,640,131 the value of all property taxable for County purposes in Fayette County, Georgia, as appears upon the digest thereof, and upon all other taxable property in incorporated Fayette County, Georgia, there be levied and collected for County general maintenance and operation purposes, as set forth in the Official Code of Georgia Annotated, Section 48-5-220, as hereinafter amended and as otherwise authorized by law, ad valorem, for the year 2022, at the aggregated rate for all such purposes to be levied as follows:

1. All property located within the City of Fayetteville will be assessed at \$4.034 per \$1000.00 of assessed valuation, constituting an ad valorem tax levy for County general maintenance and operations purposes in Fayetteville of 4.034 mills;
2. All property located within the City of Peachtree City will be assessed at \$4.034 per \$1000.00 of assessed valuation, constituting an ad valorem tax levy for County general maintenance and operations purposes in Peachtree City of 4.034 mills;
3. All property located within the Town of Tyrone will be assessed at \$4.034 per \$1000.00 of assessed valuation, constituting an ad valorem tax levy for County general maintenance and operations purposes in Tyrone of 4.034 mills;
4. All property located within the Town of Brooks will be assessed at \$4.034 per \$1000.00 of assessed valuation, constituting an ad valorem tax levy for County general maintenance and operations purposes in Brooks of 4.034 mills;

5. All property located within the Town of Woolsey will be assessed at \$4.034 per \$1000.00 of assessed valuation, constituting an ad valorem tax levy for County general maintenance and operations purposes in Woolsey of 4.034 mills.

In accordance with provisions within the Constitution of the State of Georgia and the Official Code of Georgia, Fayette County has created a special tax district for the purpose of providing Fire Protection Services to its citizens, said special tax district encompassing all of Fayette County with the exception of that portion of Fayette County which constitutes the City of Peachtree City and the City of Fayetteville. Upon \$3,868,248,276 the value of all property taxable within the Special Fire District, as appears on the digest thereof, there shall be levied and collected a tax of \$3.070 per \$1,000.00 of assessed valuation, constituting a total tax levy for the Special Fire Tax District of 3.070 mills.

In accordance with provisions within Constitution of the State of Georgia and the Official Code of Georgia, Fayette County has created a special tax district for the purpose of providing Emergency Medical Services to its citizens, said special tax district encompassing all of Fayette County with exception of that portion of Fayette County which constitutes the City of Peachtree City. Upon \$5,181,592,489 the value of all property taxable within the Special EMS Tax District, as appears upon the digest thereof, there shall be levied and collected a tax of \$0.500 per \$1,000.00 of assessed valuation, constituting a total tax levy for the Special EMS Tax District of 0.500 mills.

In accordance with provisions within the Constitution of the State of Georgia and the Official Code of Georgia, Fayette County has created a special tax district for the purpose of providing 911 Communication Services to its citizens, said tax district encompassing all of Fayette County. Upon \$8,367,640,122 the value of all property within the Special 911 Tax District, as appears upon the digest thereof, there shall be levied and collected a tax of \$0.210 per \$1,000.00 of assessed valuation, constituting a total tax levy of the Special 911 Tax District of 0.210 mills.

Upon recommendation of the Fayette County Board of Education, it is ordered that upon \$6,069,285,486 the value of all property taxable for educational purposes in Fayette County as appears upon the digest thereof, and upon all other property in Fayette County, both real and personal, there be levied a tax, ad valorem, for the year 2022, for educational purposes in the amount of \$19.150 per \$1,000.00 of the assessed valuation on the digest as aforesaid, constituting a total tax levy for educational purposes of 19.150 mills.

It is further ordered that upon \$6,996,765,590 the value of all taxable property in said County as appears upon the digest thereof, computed by deducting only the special homestead exemption for certain persons 65 years of age and over, and upon all other taxable property in said County, both real and personal, there be levied and collected a tax, ad valorem, for the year 2022, for the purpose of

providing a sinking fund for retiring bonded indebtedness and discharging interest thereof, of the Fayette County School District, in the amount of \$0.850 per \$1,000.00 of assessed valuation, constituting a total tax levy of 0.850 mills.

It is hereby ordered by the Board of Commissioners of Fayette County, Georgia, this 25th day of August 2022, that all taxes, as described and as levied by the adoption of this Resolution, shall be due and collected by the Tax Commissioner of Fayette County, by the close of the business day on November 15, 2022.

So, resolved this, the 25th day of August 2022, by the

BOARD OF COMMISSIONERS
FAYETTE COUNTY, GEORGIA

Lee Hearn, Chairman

Attest:

Clerk/Deputy Clerk

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2022

COUNTY: **FAYETTE** TAXING JURISDICTION: **COUNTY EMS**

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2021 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2022 DIGEST
REAL	4,388,558,157	696,926,574	103,323,618	5,188,808,349
PERSONAL	208,230,095		(23,803,923)	184,426,172
MOTOR VEHICLES	37,993,980		(2,842,210)	35,151,770
MOBILE HOMES	4,259,768		478,548	4,738,316
TIMBER -100%	74,979		(74,979)	0
HEAVY DUTY EQUIP	608,896		(242,165)	366,731
GROSS DIGEST	4,639,725,875	696,926,574	76,838,889	5,413,491,338
EXEMPTIONS	221,699,812		10,199,037	231,898,849
NET DIGEST	4,418,026,063	696,926,574	66,639,852	5,181,592,489
	(PYD)	(RVA)	(NAG)	(CYD)
2021 MILLAGE RATE:	0.456		2022 MILLAGE RATE:	0.500

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2021 Net Digest	PYD	4,418,026,063	
Net Value Added-Reassessment of Existing Real Property	RVA	696,926,574	
Other Net Changes to Taxable Digest	NAG	66,639,852	
2022 Net Digest	CYD	5,181,592,489	(PYD+RVA+NAG)
2021 Millage Rate	PYM	0.456	PYM
Millage Equivalent of Reassessed Value Added	ME	0.061	(RVA/CYD) * PYM
Rollback Millage Rate for 2022	RR - ROLLBACK RATE	0.395	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2022 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)	Rollback Millage Rate	0.395
	2022 Millage Rate	0.500
	Percentage Tax Increase	26.58%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

 Chairman, Board of Tax Assessors Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

 Tax Collector or Tax Commissioner Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2022 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2022 is 0.500.

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

 Responsible Party Title Date

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2022

COUNTY: **FAYETTE** TAXING JURISDICTION: **COUNTY E-911**

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2021 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2022 DIGEST
REAL	6,906,123,550	1,058,678,948	176,896,898	8,141,699,396
PERSONAL	572,093,892		15,113,979	587,207,871
MOTOR VEHICLES	52,387,510		(4,619,590)	47,767,920
MOBILE HOMES	4,259,768		478,548	4,738,316
TIMBER -100%	74,979		(74,979)	0
HEAVY DUTY EQUIP	636,602		(161,386)	475,216
GROSS DIGEST	7,535,576,301	1,058,678,948	187,633,470	8,781,888,719
EXEMPTIONS	413,568,077		680,520	414,248,597
NET DIGEST	7,122,008,224	1,058,678,948	186,952,950	8,367,640,122
	(PYD)	(RVA)	(NAG)	(CYD)

2021 MILLAGE RATE: **0.210**

2022 MILLAGE RATE: **0.210**

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2021 Net Digest	PYD	7,122,008,224	
Net Value Added-Reassessment of Existing Real Property	RVA	1,058,678,948	
Other Net Changes to Taxable Digest	NAG	186,952,950	
2022 Net Digest	CYD	8,367,640,122	(PYD+RVA+NAG)
2021 Millage Rate	PYM	0.210	PYM
Millage Equivalent of Reassessed Value Added	ME	0.027	(RVA/CYD) * PYM
Rollback Millage Rate for 2022	RR - ROLLBACK RATE	0.183	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2022 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)	Rollback Millage Rate	0.183
	2022 Millage Rate	0.210
	Percentage Tax Increase	14.75%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2022 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2022 is 0.210.

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party Title Date

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2022

COUNTY: **FAYETTE** TAXING JURISDICTION: **COUNTY FIRE**

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2021 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2022 DIGEST
REAL	3,328,528,133	541,443,588	58,744,858	3,928,716,579
PERSONAL	96,414,540		4,169,932	100,584,472
MOTOR VEHICLES	31,488,300		(2,525,070)	28,963,230
MOBILE HOMES	4,259,768		478,548	4,738,316
TIMBER -100%	74,979		(74,979)	0
HEAVY DUTY EQUIP	90,260		68,709	158,969
GROSS DIGEST	3,460,855,980	541,443,588	60,861,998	4,063,161,566
EXEMPTIONS	187,064,535		7,848,755	194,913,290
NET DIGEST	3,273,791,445	541,443,588	53,013,243	3,868,248,276
	(PYD)	(RVA)	(NAG)	(CYD)
2021 MILLAGE RATE:	3.070		2022 MILLAGE RATE:	3.070

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2021 Net Digest	PYD	3,273,791,445	
Net Value Added-Reassessment of Existing Real Property	RVA	541,443,588	
Other Net Changes to Taxable Digest	NAG	53,013,243	
2022 Net Digest	CYD	3,868,248,276	(PYD+RVA+NAG)
2021 Millage Rate	PYM	3.070	PYM
Millage Equivalent of Reassessed Value Added	ME	0.430	(RVA/CYD) * PYM
Rollback Millage Rate for 2022	RR - ROLLBACK RATE	2.640	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2022 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)	Rollback Millage Rate	2.640
	2022 Millage Rate	3.070
	Percentage Tax Increase	16.29%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2022 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2022 is 3.070.

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party Title Date

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2022

COUNTY: **FAYETTE** TAXING JURISDICTION: **COUNTY WIDE**

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2021 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2022 DIGEST
REAL	6,906,123,550	1,058,678,948	176,896,898	8,141,699,396
PERSONAL	572,093,892		15,113,979	587,207,871
MOTOR VEHICLES	52,387,510		(4,619,590)	47,767,920
MOBILE HOMES	4,259,768		478,548	4,738,316
TIMBER -100%	74,979		(74,979)	0
HEAVY DUTY EQUIP	636,602		(161,386)	475,216
GROSS DIGEST	7,535,576,301	1,058,678,948	187,633,470	8,781,888,719
EXEMPTIONS	413,568,077		680,520	414,248,597
NET DIGEST	7,122,008,224	1,058,678,948	186,952,950	8,367,640,122
	(PYD)	(RVA)	(NAG)	(CYD)
2021 MILLAGE RATE:	4.034		2022 MILLAGE RATE:	4.034

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2021 Net Digest	PYD	7,122,008,224	
Net Value Added-Reassessment of Existing Real Property	RVA	1,058,678,948	
Other Net Changes to Taxable Digest	NAG	186,952,950	
2022 Net Digest	CYD	8,367,640,122	(PYD+RVA+NAG)
2021 Millage Rate	PYM	4.034	PYM
Millage Equivalent of Reassessed Value Added	ME	0.510	(RVA/CYD) * PYM
Rollback Millage Rate for 2022	RR - ROLLBACK RATE	3.524	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2022 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)	Rollback Millage Rate	3.524
	2022 Millage Rate	4.034
	Percentage Tax Increase	14.47%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

 Chairman, Board of Tax Assessors Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

 Tax Collector or Tax Commissioner Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2022 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2022 is 4.034.

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

 Responsible Party Title Date

FAYETTE COUNTY, GEORGIA

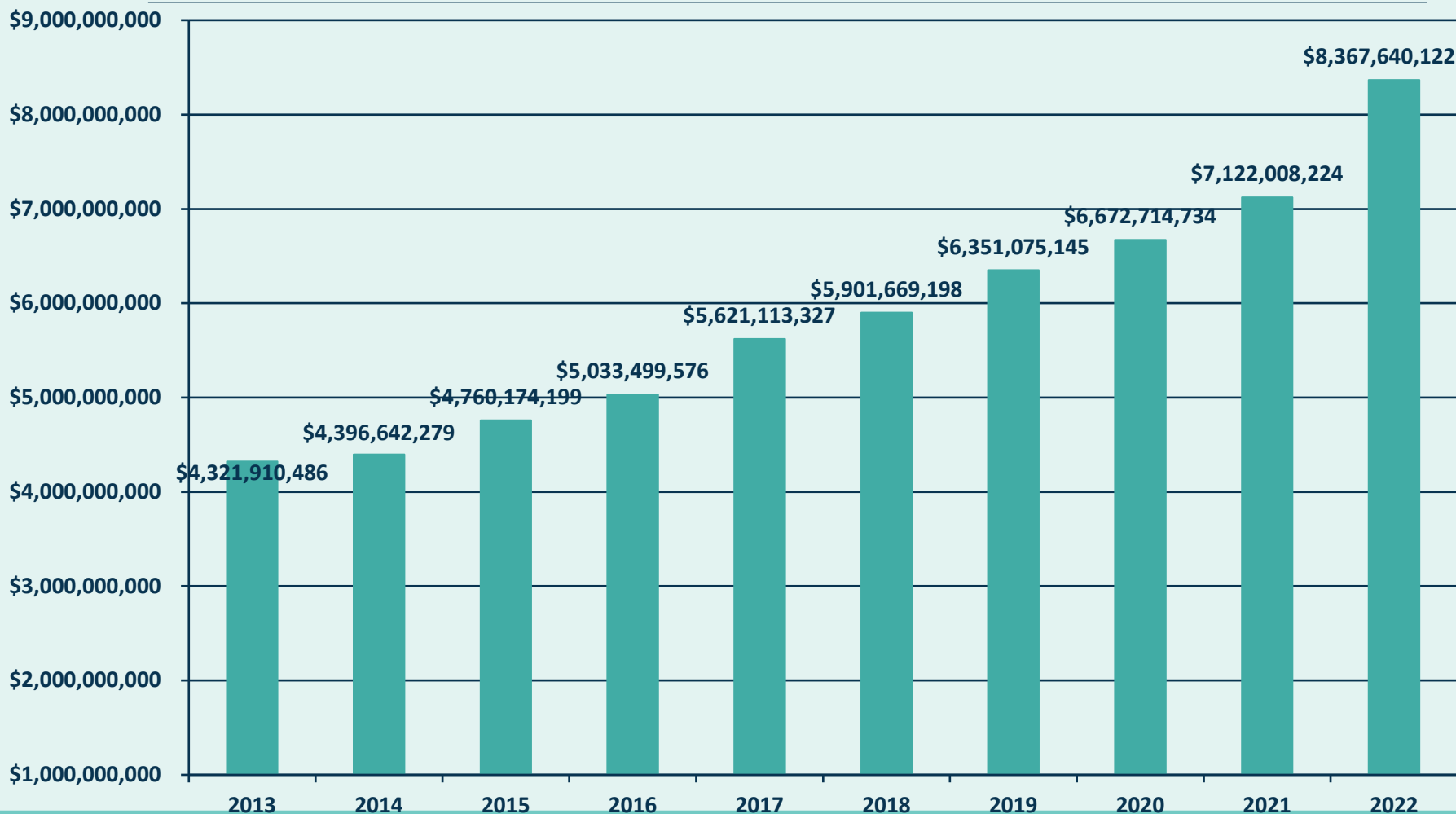
2022 Property Tax Digest / Millage Rates

AUGUST 18, 2022

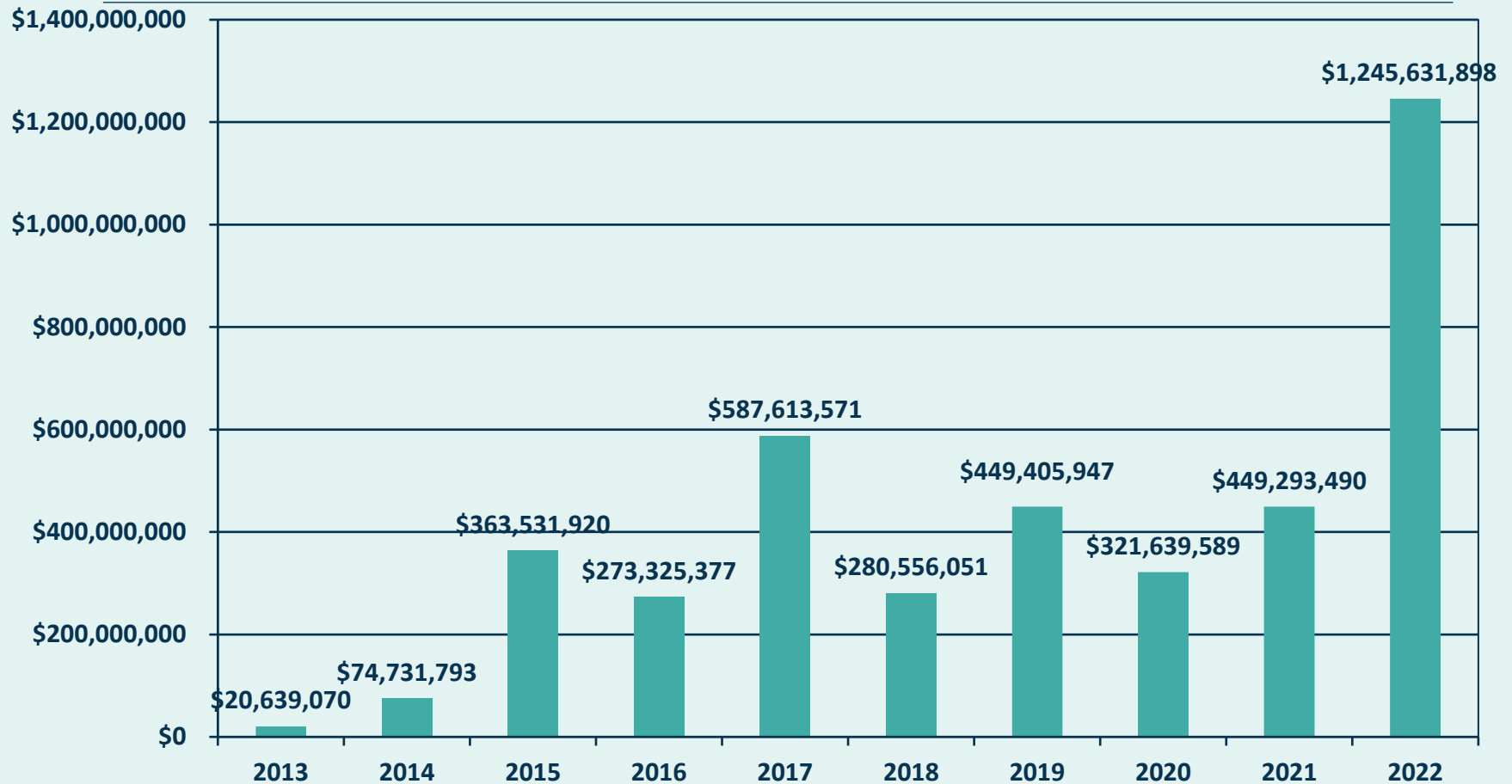
2022 Tax Digest Changes

2021 Digest				\$7,122,008,224	
Growth (Decrease) in Digest					
Real Property	\$176,896,898	17.89%			
Personal Property	\$15,113,979	2.64%			
Motor Vehicles	(\$4,619,590)	-8.82%			
Other	\$242,183	4.87%	\$187,633,470	2.63%	
(Increase) in Exemptions			(\$680,520)	-0.16%	
			\$186,952,950	2.63%	
Reassessments					
Real Property			\$1,058,678,948	14.86%	
Positive Change in Net Digest			\$1,245,631,898	17.49%	
2022 Digest				<u>\$8,367,640,122</u>	

Change in Taxable Digest



Taxable Digest Variances



2022 PROPOSED Millage Rates

Description	Proposed 2022	Adopted 2021	Millage Rate Recapture (Decrease)	Percent Change
General Fund Maintenance & Operations	4.034	4.034	-0-	N/A
Fire Services	3.070	3.070	-0-	N/A
Emergency Medical Services	0.500	0.456	0.044	9.65%
911 Services	0.210	0.210	-0-	N/A

2022 Fayette County Tax Bill

County Operations Proposed Rate vs. Rollback Rate

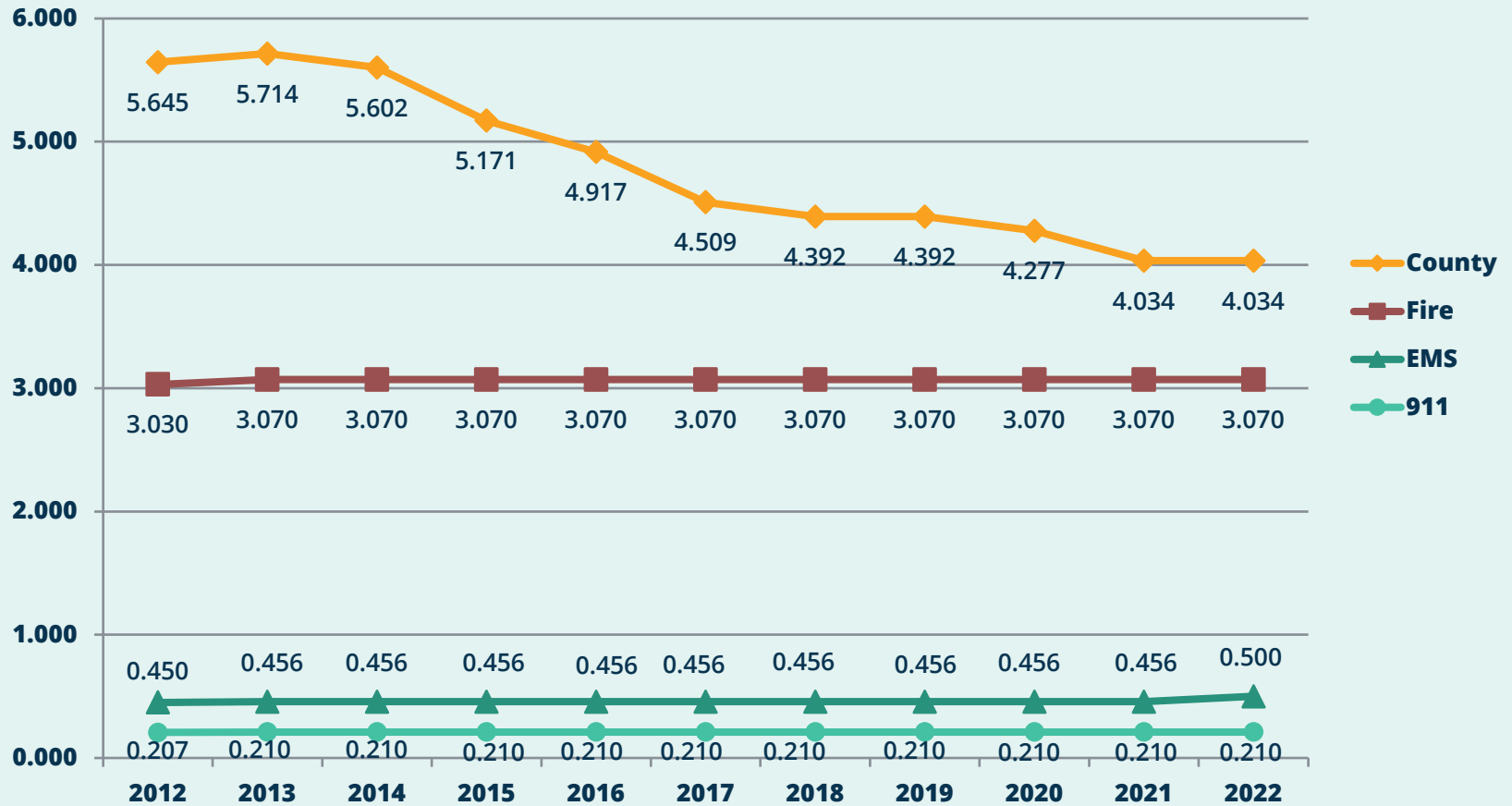
Proposed									
Sample Property Tax Statements - Unincorporated									
2022 Tax Millage Rates									
Entity	FMV	Taxable Value	Homestead	Taxable Value	2022 Millage Rate	Tax Due	Rollback Rate	Tax Due	Annual Increase in Tax Bill
COUNTY M&O	325,000	130,000	(5,000)	125,000	4.034	504.25	3.524	440.50	63.75
COUNTY BOE	325,000	130,000	(5,000)	125,000		-		-	-
COUNTY EMS	325,000	130,000	(5,000)	125,000	0.456	57.00	0.456	57.00	-
COUNTY 911	325,000	130,000	(5,000)	125,000	0.210	26.25	0.210	26.25	-
COUNTY FIRE	325,000	130,000	(5,000)	125,000	3.070	383.75	3.070	383.75	-
TOTAL					7.770	971.25		907.50	

2022 Fayette County Tax Bill

EMS Proposed Rate vs. Current Rate

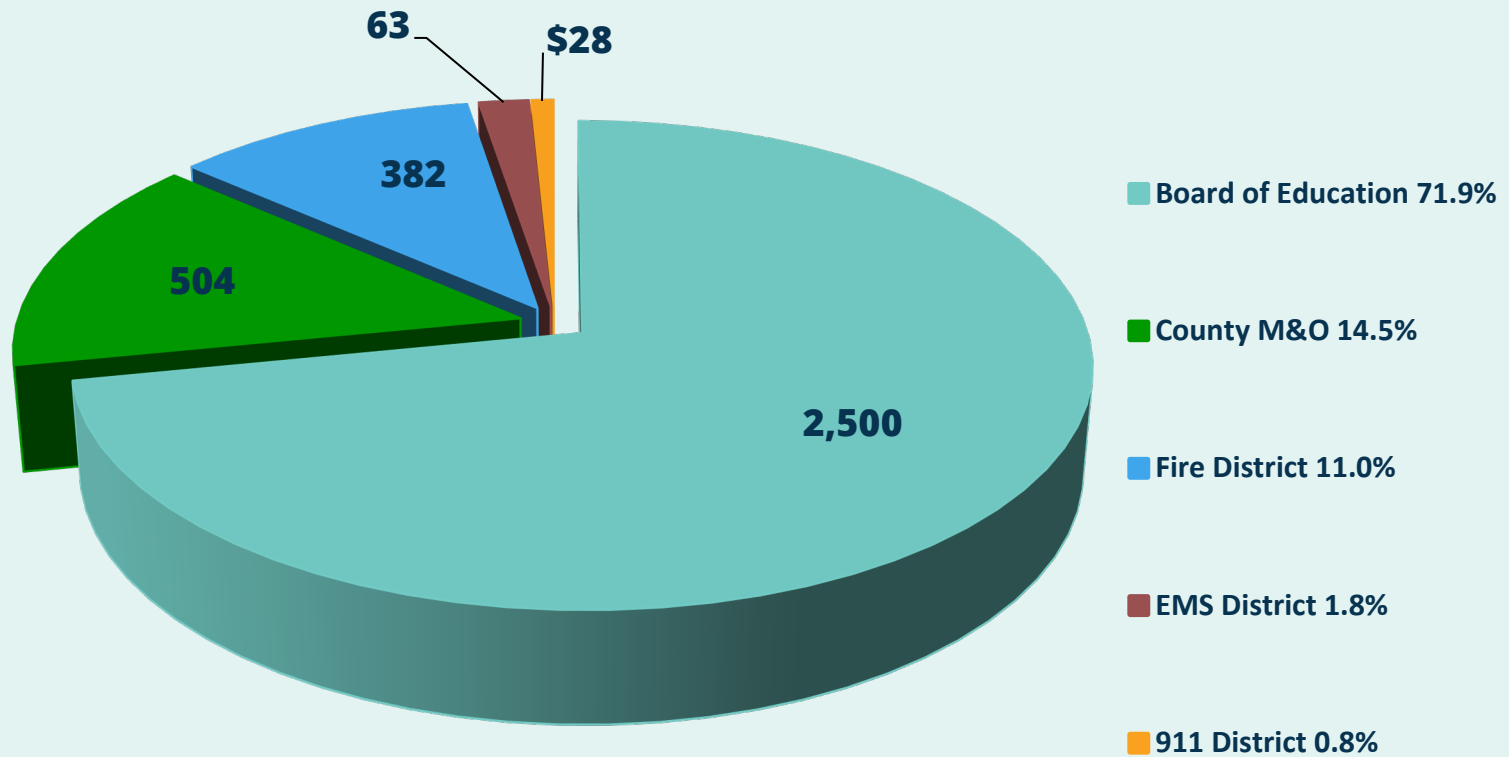
Proposed									
Sample Property Tax Statements - Unincorporated									
2022 Tax Millage Rates									
Entity	FMV	Taxable Value	Homestead	Taxable Value	2022 Millage Rate	Tax Due	Rollback Rate	Tax Due	Annual Increase in Tax Bill
COUNTY M&O	325,000	130,000	(5,000)	125,000	4.034	504.25	3.524	440.50	63.75
COUNTY BOE	325,000	130,000	(5,000)	125,000	0.000	-		-	-
COUNTY EMS	325,000	130,000	(5,000)	125,000	0.500	62.50	0.456	57.00	5.50
COUNTY 911	325,000	130,000	(5,000)	125,000	0.210	26.25	0.210	26.25	-
COUNTY FIRE	325,000	130,000	(5,000)	125,000	3.070	383.75	3.070	383.75	-
TOTAL					7.814	976.75		907.50	69.25

Property Tax Rates – General Fund, Fire, EMS, and 911 2012-2022



2022 Unincorporated Residential Property Tax Paid

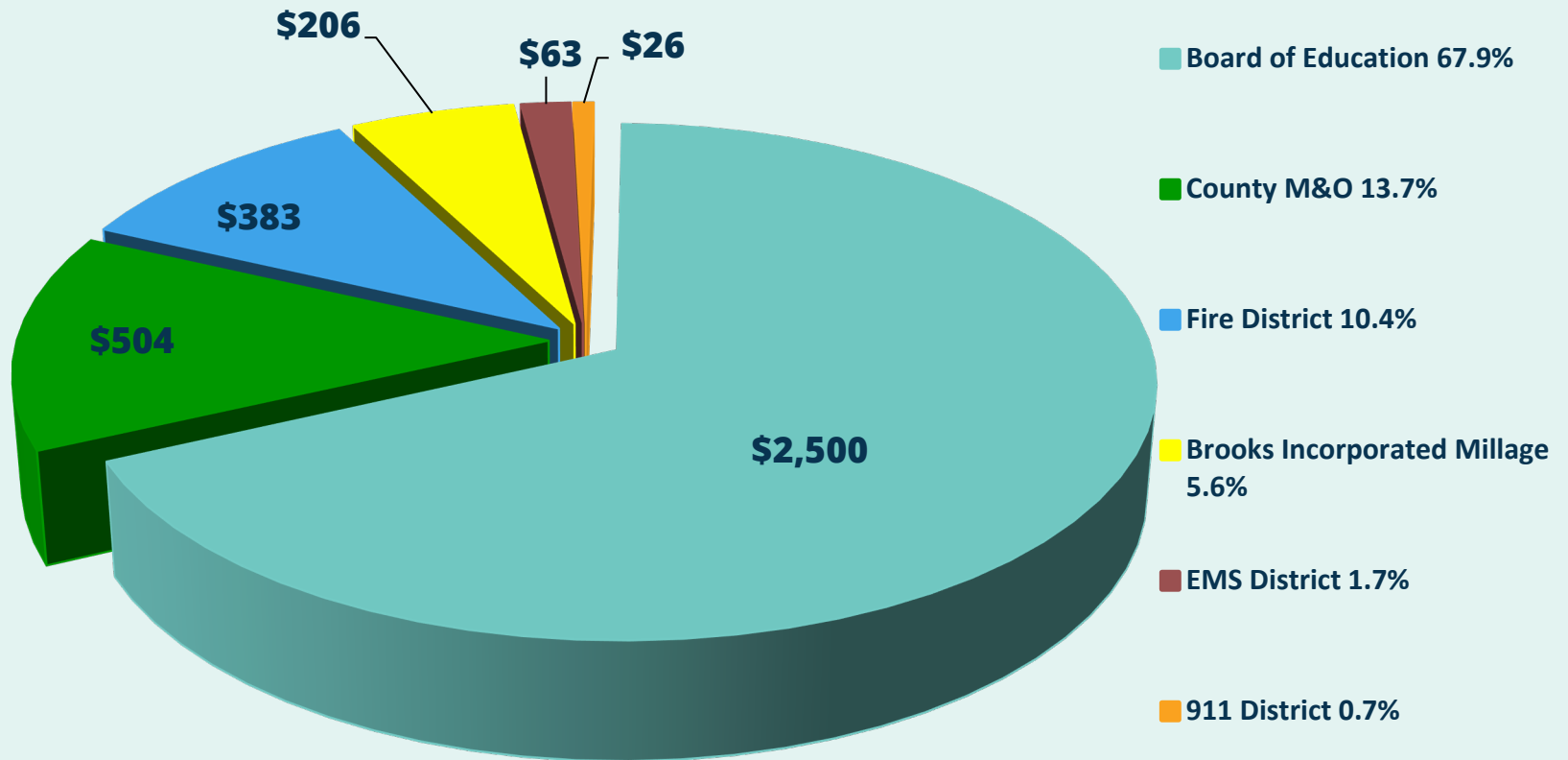
\$325,000 home value / \$3,477 tax bill



County M&O includes functions Sheriff, Courts, Public Works, Culture & Recreation, Community Development, and General Government

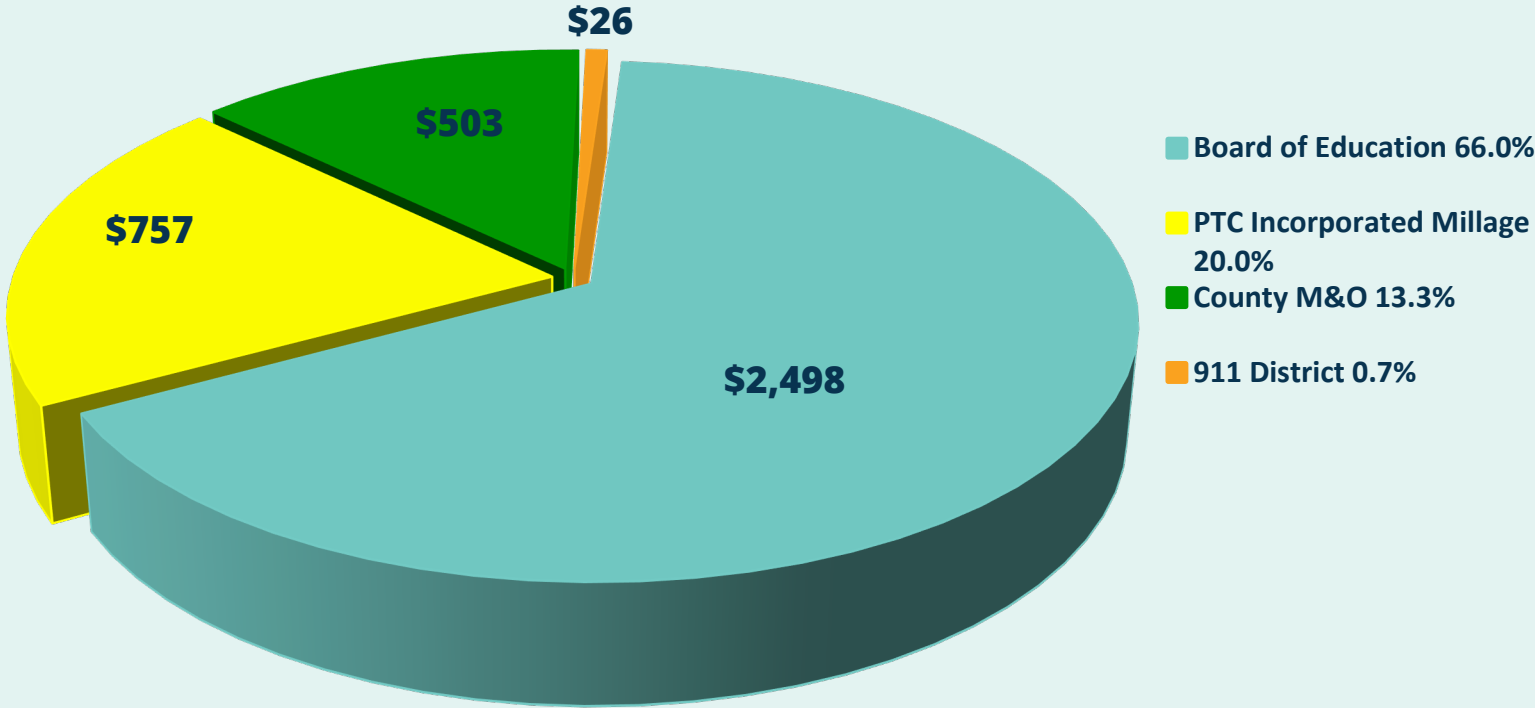
2022 Town of Brooks Residential Property Tax Paid

\$325,000 home value / \$3,682 tax bill



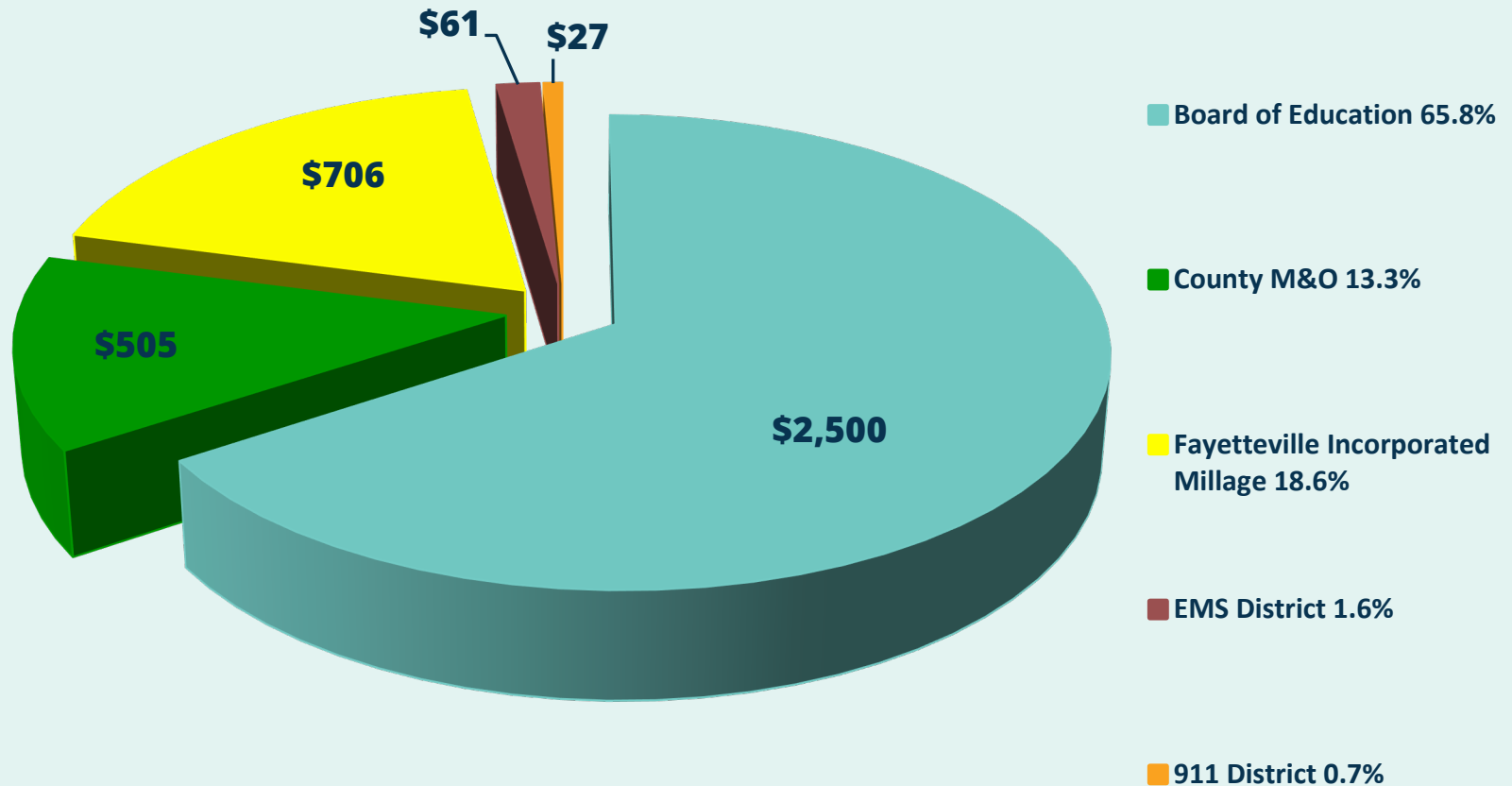
2022 Peachtree City Residential Property Tax Paid

\$325,000 home value / \$3,786 tax bill



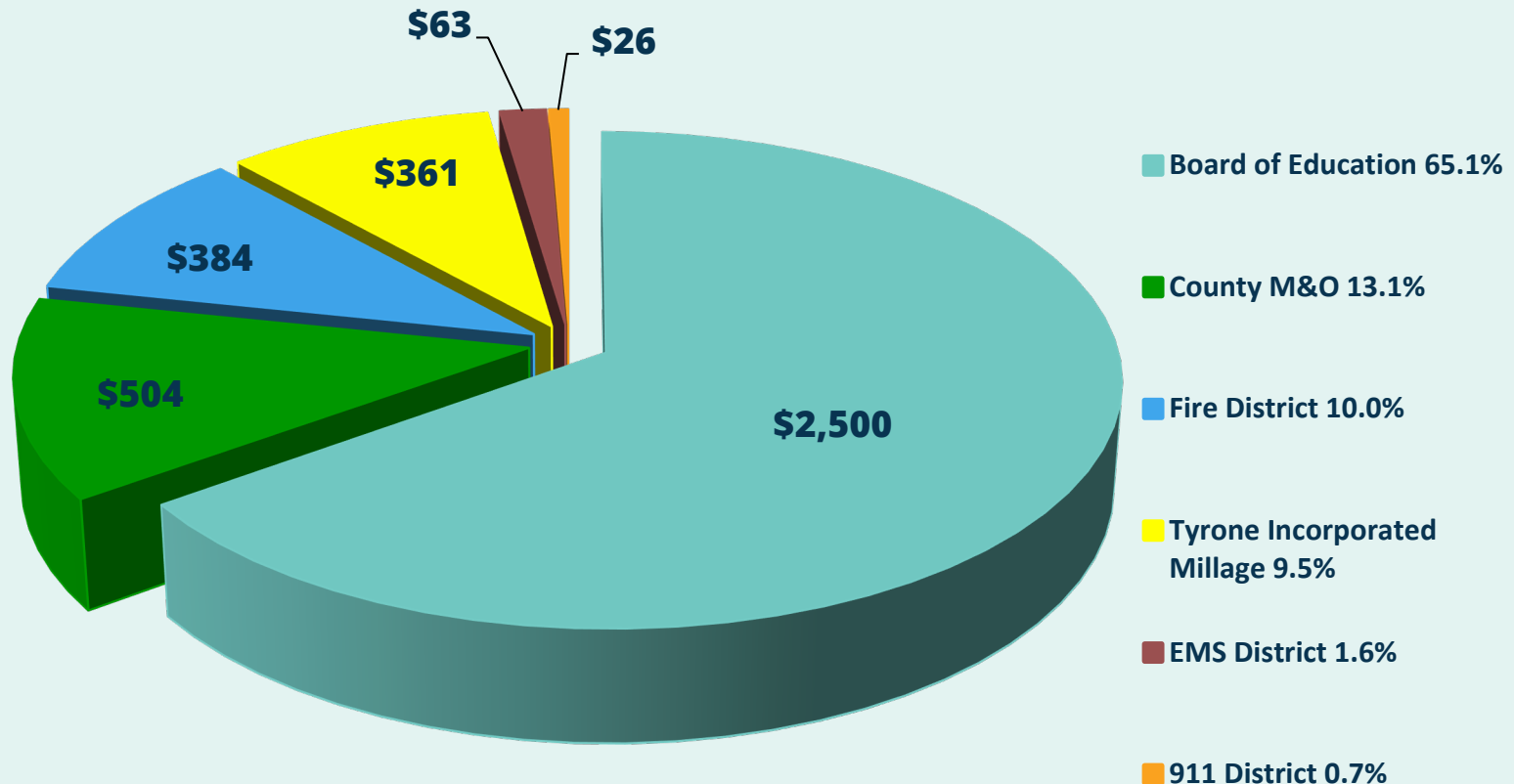
2022 City of Fayetteville Residential Property Tax Paid

\$325,000 home value / \$3,799 tax bill



2022 Town of Tyrone Residential Property Tax Paid

\$325,000 home value / \$3,838 tax bill



Based Upon \$325,000 Home Value Taxes Paid By Citizens



Millage Rate History Since 2014

Year	2014	2015	2016	2017	2018	2019	2020	2021	2022
Board of Education	20.000	20.000	19.750	19.500	19.500	19.250	19.150	19.334	19.150
Board of Education Bond	1.450	1.350	1.350	1.350	1.350	1.271	1.180	1.100	0.850
Brooks Millage	0.899	0.840	0.799	0.723	0.680	0.627	0.606	1.000	1.640
Fayetteville Millage	3.874	3.874	3.874	3.874	5.646	5.646	5.646	5.646	5.646
Peachtree City Millage	6.756	6.756	6.756	6.232	6.232	6.232	6.232	6.043	6.043
Peachtree City Bond	0.332	0.314	0.309	0.273	0.176	0.000	0.000	0.000	0.000
Tyrone Millage	2.889	2.889	2.889	2.889	2.889	2.889	2.889	2.889	2.889
Unincorporated County	5.602	5.171	4.917	4.509	4.392	4.392	4.277	4.034	4.034

Denotes Tax Increase (No Rollback or Partial Rollback)

Financial Impact to General Fund Operations and Maintenance

Cumulative Effect of Rollback Since 2014

Cumulative \$65.7M

2014 = \$0.5M

2015 = \$2.6M

2016 = \$4.0M

2017 = \$6.8M

2018 = \$7.8M

2019 = \$8.4M

2020 = \$9.6M

2021 = \$11.9M

2022 = \$14.1M

Millage Rate Public Hearings

- **3rd / Final Hearing – Thursday, August 25, 5:00 pm**
 - **Staff requests BOC to adopt Resolution 2022-06 to levy the County property tax**

NOTICE OF PROPERTY TAX INCREASE

Fayette County has tentatively adopted a millage rate which will require an increase in property taxes by 14.47%.

All concerned citizens are invited to the public hearing on this tax increase to be held at Fayette County Administrative Complex Commission Chambers, 140 Stonewall Avenue West in Fayetteville on August 18, 2022 at 10:00 am and 6:00 pm.

Times and places of additional public hearings on this tax increase are at Fayette County Administrative Complex Commission Chambers, 140 Stonewall Avenue West, Fayetteville on August 25, 2022 at 5:00 pm.

This tentative increase will result in a millage rate of 4.034 mills, an increase of 0.510 mills. Without this tentative tax increase, the millage rate will be no more than 3.524 mills. The proposed tax increase for a home with a fair market value of \$325,000 is approximately \$63.75 and the proposed tax increase for nonhomestead property with a fair market value of \$375,000 is approximately \$76.50.

NOTICE OF PUBLIC MEETING TO SET 2022 MILLAGE RATES

The Fayette County Board of Commissioners does hereby announce that the 2022 millage rate will be set at a meeting to be held in the Public Meeting Room at the Fayette County Administrative Complex at 140 West Stonewall Avenue in Fayetteville on August 25, 2022 at 5:00 p.m. and pursuant to the requirements of O.C.G.A. Section 48-5-32 does hereby publish the following presentation of the current year's digest and levy, along with the history of the tax digest and levy for the past five years.

FAYETTE COUNTY 2022 TAX DIGEST AND 5 YEAR HISTORY OF LEVY

County Wide General Fund Maintenance & Operations	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
REAL & PERSONAL	5,785,493,247	6,108,161,373	6,593,185,713	6,967,532,050	7,478,217,442	8,728,907,267
MOTOR VEHICLES	122,973,460	92,942,360	76,126,340	64,266,750	52,387,510	47,767,920
MOBILE HOMES	3,227,386	3,227,386	3,538,585	3,538,585	4,259,768	4,738,316
TIMBER - 100%	71,971	76,923	27,660	34,130	74,979	0
HEAVY DUTY EQUIPMENT	466,237	761,986	554,624	1,200,161	636,602	475,216
GROSS DIGEST	5,912,232,301	6,205,170,028	6,673,432,922	7,036,571,676	7,535,576,301	8,781,888,719
LESS: M&O EXEMPTIONS	291,119,154	303,500,830	322,357,777	363,856,942	413,568,077	414,248,597
NET M&O DIGEST	5,621,113,147	5,901,669,198	6,351,075,145	6,672,714,734	7,122,008,224	8,367,640,122
GROSS M&O MILLAGE	6.488	6.518	6.356	6.242	6.000	5.889
LESS: ROLLBACKS	1.979	2.126	1.964	1.965	1.966	1.855
NET M&O MILLAGE	4.509	4.392	4.392	4.277	4.034	4.034
NET TAXES LEVIED	25,345,599.18	25,920,131.12	27,893,922.04	28,539,200.92	28,730,181.18	33,755,060.25
NET TAX \$ INCREASE	595,881.76	574,531.94	1,973,790.92	645,278.88	190,980.26	5,024,879.07
NET TAX % INCREASE	2.41%	2.27%	7.61%	2.31%	0.67%	17.49%

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Water Committee recommendation to close Lake McIntosh Park on November 3, 4, 5, and 6, 2022 for the Greater Atlanta Air Show.

Background/History/Details:

The Greater Atlanta Air Show, LLC has requested Lake McIntosh Park be closed to the public November 3, 4, 5, and 6, 2022. Lake McIntosh Park will be part of the safe-fly zone and the event organizers are requesting the park be closed to the public all four days for safety reasons.

A sign will be placed at the park prior to the event to notify the public of the park being closed during this time.

What action are you seeking from the Board of Commissioners?

Approval of the Water Committee recommendation to close Lake McIntosh Park on November 3, 4, 5, and 6, 2022 for the Greater Atlanta Air Show.

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:



SPECIAL EVENTS APPLICATION

PARKS AND RECREATION DEPARTMENT

140 W. STONEWALL AVE., FAYETTEVILLE, GA. 30214

770-716-4320

Date: _____

Fee: _____

Check/Cash: _____

Office Use Only

ADDITIONAL INFORMATION AND FEES SHALL BE REQUIRED BASED ON ADDITIONAL SERVICES REQUESTED. THESE

APPLICATION FEE: \$10.00

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

NAME OF EVENT: Atlanta Air Show

APPLICANT TYPE	APPLICANT INFORMATION
<input checked="" type="checkbox"/> Regular <input type="checkbox"/> Non-Profit (501c) Must provide copy of IRS letter <input type="checkbox"/> County Sponsored Event <input type="checkbox"/> Other	Host Organization: <u>B. Lilley Productions</u> Chief Officer of Host Organization: <u>Bryan S. Lilley</u> Applicant Name: <u>Bryan S. Lilley</u> Address: Street <u>P.O. Box 360857</u> City <u>Melbourne</u> State <u>FL</u> Zip <u>32936</u> Telephone: Cell _____ Email: <u>Bryan@blilley.com</u>

DATES REQUESTED	FIRST CHOICE: <u>11</u> / <u>5</u> / <u>2022</u>	SECOND CHOICE: _____ / _____ / _____
-----------------	--	--------------------------------------

EVENT TYPE	ACTIVITY DESCRIPTION	CHECK ALL THAT APPLY TO THIS ACTIVITY
<input type="checkbox"/> Athletic/Tournament <input checked="" type="checkbox"/> Exhibit/Special Attraction <input type="checkbox"/> Festival/Wedding <input type="checkbox"/> Parade/Procession <input type="checkbox"/> Concert/Performance <input type="checkbox"/> Outdoor Market <input type="checkbox"/> Run/Walk/Bike <input type="checkbox"/> Fundraiser <input type="checkbox"/> Other	<u>Public Air Show event featuring Military and civilian aviation performances</u>	<input checked="" type="checkbox"/> Alcohol <input checked="" type="checkbox"/> Signage/Banners <input checked="" type="checkbox"/> Amplified Sound/Music <input checked="" type="checkbox"/> Tents/Canopies <input type="checkbox"/> Fireworks/Lasers <input checked="" type="checkbox"/> Generators/Electricity <input checked="" type="checkbox"/> Portable Restrooms <input checked="" type="checkbox"/> Trash & Recycling <input checked="" type="checkbox"/> Crossing/Closing Roads <input type="checkbox"/> Lake/Pond Use <input type="checkbox"/> Carnival/Rides/Inflatable Recreation <input checked="" type="checkbox"/> Require Fire/EMS <input checked="" type="checkbox"/> Require Police <input type="checkbox"/> Require Public Work Staff <input checked="" type="checkbox"/> Cones/Barrels/Barricades <input type="checkbox"/> Transportation Shuttle <input checked="" type="checkbox"/> Vendors/Concessions <input checked="" type="checkbox"/> Require Hotel Rooms <input checked="" type="checkbox"/> Media Coverage/Press <input type="checkbox"/> Other (describe) _____

ADMISSION	LOCATION DESCRIPTION
<input type="checkbox"/> Public Event (no cost) <input checked="" type="checkbox"/> Tickets/Entry Fees <input type="checkbox"/> Pre-Registration Only <input type="checkbox"/> Registration at Event	<u>Atlanta Regional Airport Falcon Field.</u>

ATTENDANCE	ANTICIPATED SPECTATORS	ANTICIPATED PARTICIPANTS	EVENT DATE/TIME DATE
Estimated Total	7,000	20	SET UP DATE: <u>11/1/22</u> SET UP TIME: <u>0800</u>
Estimated at Peak Time	1300		EVENT START DATE: <u>11/5/22</u> EVENT START TIME: <u>0900</u>
Total Attendance	7020		EVENT END DATE: <u>11/6/22</u> EVENT END TIME: <u>1600</u>
			DISMANTLE DATE: <u>11/7/22</u>

INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING: RENTAL FEES, CLEAN UP PLAN, SANITATION PLAN, SECURITY PLAN, LIFE SAFETY PLAN, EQUIPMENT DELIVERY/PICKUP/SETUP, DIRECTING TRAFFIC, UTILITIES, INSURANCE, FIELD/LANDSCAPING PREPARATION, INSPECTIONS, ETC.

SIGNATURE OF APPLICANT OR	Bryan S. Lilley	DATE: <u>7/12/22</u>
---------------------------	-----------------	----------------------

SIGNAGE

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

YES **NO**

- Will there be any signage at this event?
- Does any of the event signage exceed the maximum 35 square foot limit? Or 5' in height?
- Will signage have sponsorship or advertising message? If yes, include sign design/drawing.
- Will signage be placed on or along roads, street corners, sidewalks, medians, utility poles, fences, trees, or any other natural objects? If yes, include placement locations on route/site map.

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

3x6 banners where permissible in the community promoting the event. In addition, there will be directional signage on the roads

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

ENTERTAINMENT & RELATED ACTIVITIES

YES **NO**

- Are there any musical entertainment features related to your event? Any dance component?
- Will sound amplification be used? Will sound checks be conducted prior to event? If yes, describe start & finish times below.
- Will there be any inflatable recreation (e.g. moonwalk) at this event?
- Will you need electricity at the event? If yes, please list how much amperage your equipment will use. (page 3)
- Does Your event include the use of generators?
- Do you plan on selling or launching balloons at this event?
- Does your event include the use of fireworks, rockets, lasers, or other pyrotechnics?
- Does your event include any live animals, carnival or amusement rides? If yes, describe below.
- Does your event include any tents or canopies?
- Do your event plans include any casino games, bingo games, drawings or lottery opportunities?

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

A CAD can be provided for the tent layout

TENTS/CANOPIES

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

Number of 10' x 10' Tents	Number of 20' x 40' Tents	Number of ___' x ___' Tents			
tbd	tbd	tbd	Set-up	Date 11/1/22.	Time 0900
			Pick up.	Date 11/7/22	Time 0700
					Day of the Week- Tuesday
					Day of the Week- Monday

Tent Company _____ **Address** _____ **Street** _____

City _____ **State** _____ **Zip** _____

Telephone _____ **Day** _____ **Evening** _____ **Fax** _____ **Cell** _____

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

Portable Restrooms

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

Number of regular portable toilets	Number of ADA Portable toilets	Number of Handwashing Stations				
50	5	10	Setup	Date 11/3/22	Time 0800	Day of Week- Thursday
			Pickup	Date 11/7/22	Time 0700	Day of Week- Monday

Restroom Company TBD

Address Street _____
 City _____ State _____ Zip _____

Telephone Day _____ Evening _____ Fax _____ Cell _____

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

SANITATION & RECYCLING

YES NO

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

Number of Trash Cans	Number of Dumpsters*	Number of Recycling Bins				
TBD	4-6		Setup	Date 11/3/22	Time 0800	Day of Week- Thursday
			Pickup	Date 11/7/22	Time 0700	Day of Week- Monday

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

Sanitation Company TBD

Address Street _____
 City _____ State _____ Zip _____

Telephone Day _____ Evening _____ Fax _____ Cell _____

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

Clean-up will be provided by volunteers and a custodial company. Cans will be emptied throughout the day and the dumpsters will be removed at the conclusion of the event.

EQUIPMENT / UTILITIES

YES NO

- Will you need *Pedestrian Barricades* for this event?
- Will you need *Traffic Barricades* for this event? Will
- you need *Traffic Barrels* for this event?
- Will you need *Traffic Cones* for this event?
- Will you *Tables* be set up for this event?
- Will you *Chairs be set up* for this event?
- Will you need Electricity for this event?

How many?	Cost Per Unit	Total Cost
Based on parking plan	TBD	
Based on parking plan	TBD	
Based on traffic plan	TBD	
	TBD	
	N/A	
	N/A	
How many amps?	\$TBD <small>electrical fee</small>	
Total cost of equipment needed		

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

Overall parking plan will be delivered 90 days prior to the event

FOOD CONCESSIONS OR PREPARATIONS & CONCESSIONAIRES

YES NO

- Does your event include food concession and/or preparation areas? If yes, describe below.
- Do you intend to cook food in the event area? If yes, describe method (gas, electric, charcoal, other) below.
- Will items or services be sold at your event? If yes, attach a complete list of vendors and include a sample of the vendor pass.
- Will items or services sold at your event present unique liability issues (e.g. guns, body piercing, animal rides, etc.)? If yes, please describe and attach a complete list of vendors.

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

Concessions will be provided by San Francisco Puffs and Stuff. They have extensive experience with the air show industry

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

Parking and Shuttle plan

YES NO

- ✓ Will your event involve the use of a transportation shuttle?
- ✓ Will you be utilizing a parking facility from an adjoining property? If yes, please attach agreement.
- ✓ Do you need all county vehicles removed from the facility parking lots for your event?
- ✓ Have you provided ADA accessible parking?

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

Comprehensive parking plan will be provided 90 days before the event with special consideration for ADA

yes n/a

- (a) Name of the event, address, boundaries, date, north arrow, and scale of the plan; ✓
- (b) The location and name of all existing streets adjacent to and within the event; ✓
- (c) Assembly area, disbanding area, and route to be traveled (use arrows to indicate the direction of travel); ✓
- (d) Identify vehicular and pedestrian circulation plans, access points, travel ways, parking, loading, stacking, sidewalks, and multi-use paths: ✓
- (e) Health and sanitation facilities (portable toilets, restrooms); ✓
- (f) Communication facilities and equipment (ham radios, event communication tent); ✓
- (g) Medical treatment facilities and equipment (first aid and ambulances); ✓
- (h) Vehicle access and parking requirements (parking spaces available); ✓
- (i) The location of all canopies, tents, booths, and other temporary structures; ✓
- (j) Exit locations of outdoor events that are fenced and/or locations within tents and tent structures; ✓
- (k) The location of all stages, platforms, scaffolding, bleachers, and grandstands; ✓
- (l) The location of amplified sound equipment (speakers, bullhorn); ✓
- (m) Food vendor and water supply locations (cooking areas, water spigots); ✓
- (n) A detail or close-up of the food booth and cooking area configuration including booth identification of all Vendors cooking with flammable gases or barbecue grills; ✓
- (o) The location of additional lighting , generators, and /or source of electricity; ✓
- (p) The location of all signage, banners, and inflatables recreation; ✓
- (q) Placement of trash, dumpster, and recycling receptacles; ✓
- (r) Placement of vehicles and/or trailers 9if these are to remain throughout the event); ✓
- The location of fencing, cones, barriers, and/or barricades, indicating any removable fencing /tape for emergency access; ✓
- (s) The provision of minimum of twenty foot (20') emergency access lanes throughout the event venue; ✓
- (t) Other related event components not listed above. ✓

NARRATIVE

Timeline will be provided as a separate document

Security Plan

ADVERTISING

Estimated advertising budget for this event? \$ 60K

In what publications/areas will you advertise this event? Atlanta Metro Marketing

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

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

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

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

Detail of the security plan will be available closer to the event. It is being created on conjunction with local authorities and a professional security company.

FAYETTE COUNTY SHERIFF'S DEPARTMENT

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

THIS SECTION FOR SHERIFF'S DEPARTMENT USE ONLY

RATES

Traffic*	_____	X <u>\$40.00/hr</u>	X _____ = _____
	# of Officers	Rate	# of Hours = TOTAL
Security*	_____	X <u>\$35.00/hr</u>	X _____ = _____
	# of Officers	Rate	# of Hours = TOTAL

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

Approval of Security Company: _____ Date: _____

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

SECURITY COMPANY

Security Organization Skylar Security

Address 84 Peachtree NW City Atlanta State GA Zip 30303

Telephone

Email

License#/County _____

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

FAYETTE COUNTY MARSHAL'S OFFICE

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

THIS SECTION FOR MARSHAL'S OFFICE USE ONLY

RATES

_____	_____	_____	_____	_____	_____
	Marshal*			X \$35.00/hr	X
		# of Officers	Rate	# of Hours	TOTAL

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

LIFE SAFETY PLAN

- YES** **NO** Will you have fireworks/lighting/pyrotechnics at your event?
- Will part of your event take place in any Fayette County lake/pond?
- Will you be employing a first aid provider to develop and manage your event's life safety plan? If yes, you are required to provide the contact information of the first aid provider (see below).

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

The plan is being developed with local authorities

FIRE / EMS DEPARTMENT

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

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

Fire/EMS Personnel* _____ # of Personnel _ X \$35.00/hrRate X
 _____ # of Hours = TOTAL _____

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

Marketing & Public relations

- | YES | NO | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Do you have a professional event organizer, event service provider, or commercial fundraiser hired by you that is authorized to work on your behalf to plan, produce and/or manage your event? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Is the media contact the same as the applicant? If no, fill in contact information below. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Do you plan on notifying the impacted residents and businesses? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Will this event be marketed, promoted, or advertised in any manner? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Will there be live media coverage during the event? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Will media vehicles be parked within the event? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Do you have a plan to distribute promotional brochures, posters, programs, etc.? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Are patron admissions, entry (gate fee) or participant fees required? If yes, fee: \$ <u>28.50-169</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Vendor or other fees required? If yes, fee: \$ <u>1,500</u> |

Event Planner / Media Contact

Name Chris Dirato - Bitner Group Public Relations

Address
Street 800 Corporate Dr, Suite 214
City Ft Lauderdale **State** FL **Zip** 33334

Telephone **Day** _____ **Evening** _____ **Fax** _____ **Cell** _____

Email PR@Air.Show

APPLICANT'S ACKNOWLEDGEMENT OF REQUIREMENTS

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

INSURANCE REQUIREMENTS

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

Insurance Requirement: \$1,000,000 Minimum

APPLICANT'S AFFIDAVIT

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

HOLD HARMLESS AGREEMENT

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

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

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

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

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

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

I Bryan S. Lilley do certify that
APPLICANT NAME

I am Director of Greater Atlanta Air Show LLC, and
TITLE OR POSITION ENTITY or ORGANIZATION

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

Signature of Applicant or Authorized Representative:

Date: 7/12/22

Subscribed and sworn to before me this 12th day of July, 2022 who is personally known to me and/or produced as identification.

Notary Public:



DAVID ANSTEY
 Notary Public
 State of Florida
 Comm# HH248640
 Expires 4/4/2026

My Commission Ends: _____

Please submit application to:

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

ATLANTA AIR SHOW November 5&6 OPERATIONS TIMELINE

ATLANTA AIR SHOW November 5&6 OPERATIONS TIMELINE		
	10/31/22-11/7/22	
KEY	Version #1	
Monday, October 31, 2022		
TIME	Activity	Company
9am	logistics tbd	B Lilley Team
9am-12pm	restock / reload truck at Sandford airport	B Lilley Team
Tuesday, November 1, 2022		
TIME	Activity	Company
9am-12pm	Truck and B Lilley Team arrive in Atlanta	B Lilley Team
Afternoon TBD	All Hands Good to Go meeting with Fire/Police/Airport/B Lilley Team	ALL
1pm-5pm	Supplies offloaded at Falcon Field	B Lilley Team
Wednesday, November 2, 2022		
Time	Activity	Company
TBD	Airport Closes Show Site Area; aircraft relocated from ramp tbd	Falcon Field Airport
7am-5pm	B Lilley Team on site for unloading of traffic cones for parking lots (SANY, Eaton, others) and safety need of parked aircraft and eyelets	B Lilley Team
7am-5pm	Fencing starts (NOTE: add in description of affected areas)	Fence Company & B Lilley Team
7am-5pm	Golf Carts arrive/offload	Golf Cart Provider
7am-12pm	Hospitality & Operations to start marking TENT & EXHIBITOR spaces.	B Lilley Team/ADC
10am-12pm	Tent setup to start in VIP checkin and VIP Chalets area first proceeding as fencing is installed	Tent Company
10am-12pm	Delivery and placement of dumpsters	Waste Company
12pm	Port O Lets will be arriving for staging in various locations including parking lots	Port O Let Company
TBD	Radios will be delivered and setup for team in headquarters of operations onsite	B Lilley Team
TBD	Linens delivered to Falcon Field	B Lilley Team
Thursday, November 3, 2022		
Time	Activity	Company
All Day/Overnight	Any security teams required in place	Skylar Security/Police
All Day	Planes arriving for tie down, safety cones around perimeter for static display TBD	Flight Operations
7am	Tenting construction continues and load in of Tables and chairs.	Tent Company
All Day	Sound System will be arriving to start set up. They will be parking their Trailer at the show center point and will be starting to Unload.	Jay Rabbit
8am	Parking team to start construction of all needs in all parking lots. To include golf cart parking areas	Solutions Parking
8am-5pm	Concessions will arrive and start to construct locations starting with the load in of their Main Vending Areas. Then moving in to secondary vending locations. These are food areas are operated by individual companies managed by Puff&Stuff Concessions. They will have multiple numbers of people in these condensed areas.	San Francisco Puffs N Stuff
9am	Port-o-Lets . Zone 1 Hospitality areas. Regular and Handicap units will start to be loaded in to the GA part of show site.	Port O Let Company
9am	Event Merchandise and Kid Zone team to load in.	Plane Things
10am	Generators and cooling hardware to be placed starting in EMS area's and for VIP Restroom(Friday) and then in the Chalets & Food areas.	Generator Provider
12pm	Fire extinguishers delivered for tents and aircraft needs	All Fire Safety
12pm	Control barricades, cones, VTs signs and other various parking/directional signage staged outside of show site	B Lilley Team
12pm	Team to drop Fire Extinguishers in locations where they are needed	B Lilley Team

12pm-4pm	Blue Angels -Circle Manuevers and Practice for show	Flight Operations
8am-5pm	Catering to arrive to setup for Flight Line Club areas	Catering Vendor
6pm	Park closes for weekend down to dusk	Fayette County
Friday, November 4, 2022		
Time	Activity	Company
All Day/Overnight	Any security teams required in place	Skylar Security/Police
All Day	Performers and aircraft arrive TBD/Static Display placement	Flight Operations
8am	Parking team to finish construction of all needs in all parking lots.	Solutions Parking
9am	Decoration Load-In to start for all hospitality.	B Lilley Team/Volunteer Corps
8am-5pm	Optimal Load-In Times:All Exhibitors and Vendors	ALL
9am	Ticketing Set Up	CTS
9:30am-1pm	STEM Students to arrive at show site to be seated in Flight Line Club area TBD	B Lilley Team
10am	Sound team will be setting up and testing systems	Jay Rabbit
12pm-4pm	TFR in effect	Flight Operations
12pm-4pm	Directional parking signage outside show site placed	B Lilley Team
12pm-4pm	Signage installation onsite and around perimeter roads as applicable	B Lilley Team
12pm-4pm	Sponsor Banners Go Up	B Lilley Team
12pm-4pm	Practice for show	Flight Operations
TBD	Parking leads and bus leads briefed by Solutions parking team	Solutions Parking
TBD	Security leads briefing	Skylar Security
2pm	VIP Trailer arrives for Corporate Chalet Area	Port O Let Provider
4pm	Final Code Inspection until gates open if needed.	FIRE/HEALTH INSPECTORS
5pm	ALL LOAD-IN IS DONE	ALL
Saturday, November 5, 2022		
Show Day		
Time	Activity	Company
6am	Cones and traffic control barricades placed	B Lilley Team
7am	Golf cart crossing begins at J Cowman parkway and TDK	Police
7am	Security Teams in place	Skylar Security
7am	Fire/EMS in place	FIRE/EMS
7am	Sound team will be setting up and testing systems	Jay Rabbit
7am	Any Road Closures/crossings in effect: Dividend drive closes to through traffic Saturday 5am between tdk blvd and falcon drive (and perhaps even further east if possible to aviation way ?). Dividend will be accessible only by golf carts , vip parking passes, show busses and special passes for airport personnel and local business Maintanance workers. This stretch of Dividend will be accessible only by golf carts with with pre purchases parking passes or buying them at the golf cart parking lots. Cars or golf carts with vip parking passes, show shuttle busses and cars with special passes for noah, airport personnel and local business Maintanance workers.	POLICE
8am	Busses start in phases per separate schedule	Solutions Parking
8am	Generators turned on at Box Office/Ticketing.Gas for GENERATORS FILL THE NIGHT BEFORE	CTS
8am	Trash Pick Up team Arrives, Move around trash Rollers.	Waste Management company
8am	Truck for Golf Cart Maintence arrives	Golf Cart Provider
9am	Main Gate Opens	B Lilley Team
9am	VIP Trailer Unlocked	B Lilley Team
10am	VIP areas open	B Lilley Team
11:30am	Lunch Opens up in VIP areas.	B Lilley Team

12pm-4pm	TFR in effect	Flight Operations
12pm	Show Starts:	ALL
1:30pm	lunch concludes in VIP areas	B Lilley Team
3pm	VIP Services end. Beer Service Ends. Show Site to empty out.	All
4pm	Gates Close and Show Site Flip & Security Sweep	NASSF
TBD	Port-O-let/VIP trailer Cleaning	Port-O-Let company
TBD	Food, Beverage, Ice Truck Change out.	San Francisco Puffs N Stuff
TBD	Waste Management arrives through gate to change out dumpsters for the day	Waste Management company
Sunday, November 6, 2022	Show Day	
<u>Time</u>	<u>Activity</u>	<u>Company</u>
7am	Security Teams in place	Skylar Security
7am	Fire/EMS in place	FIRE/EMS
7am	Sound team will be setting up and testing systems	In Concert Productions
7am	Any Road Closures/crossings in effect	POLICE
8am	Generators turned on at Box Office/Ticketing.Gas for GENERATORS FILL THE NIGHT BEFORE	CTS
8am	Trash Pick Up team Arrives, Move around trash Rollers.	Waste Management company
8am	Truck for Golf Cart Maintenance arrives	Golf Cart Provider
9am	Main Gate Opens	B Lilley Team
9am	VIP Trailer Unlocked	B Lilley Team
10am	VIP areas open	B Lilley Team
11:30am	Lunch Opens up in VIP areas.	B Lilley Team
12pm-4pm	TFR in effect	Flight Operations
12pm	Show Starts:	ALL
1:30pm	lunch concludes in VIP areas	B Lilley Team
3pm	VIP Services end. Beer Service Ends. Show Site to empty out.	
3pm	Hospitality tear out (linens/centerpieces/fold up of tables/chairs)	B Lilley Team, Volunteer Corps
4pm	Show Site Close and Clean Up HARD Security Sweep	Skylar Security/Police/B Lilley Team
5pm-8pm	All exhibitors vacate site, Food vendors & merchandise Vendors to tear down	All
5pm-8pm	Parking Lots to be cleared of all equipment. Signage removal and Cone pickup by B Lilley Team.	Solutions Parking/B Lilley Team
Monday, November 7, 2022		
<u>Time</u>	<u>Activity</u>	<u>Company</u>
6am	Trash & Port-o-lets to be removed. Can stage out in the parking lot if extra time is needed.	Waste/Port O Let Companies
7am	West to East and then remaining Tents to come down	Tent Company
7am	Concessions to clear site	San Francisco Puffs N Stuff
9am	Radios packed for shipping	B Lilley Team
11am	30 yard Trash receptacles and totters to be picked up.	Waste Management
7am-12pm	Fencing Coming Down	Fence Company; B Lilley Team
12pm	Truck is loaded and Departs	B Lilley Team
TBD	Final ALL Clear of show site	B Lilley Team

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of the Chairman to sign the Equitable Sharing Agreement and Annual Certification as required by the U.S. Department of Justice and the U.S. Department of Treasury.

Background/History/Details:

The Fayette County Sheriff's Office is required annually by the U.S. Department of Justice and the U.S. Department of the Treasury to submit an Equitable Sharing Agreement and Certification. The Certification is a breakdown of the total monies received from the U.S. Department of Justice and the U.S. Department of the Treasury and an accounting of how the monies were spent for the purpose of law enforcement enhancement.

What action are you seeking from the Board of Commissioners?

Approval of the Chairman to sign the Equitable Sharing Agreement and Annual Certification as required by the U.S. Department of Justice and the U.S. Department of Treasury.

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:



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: GA0560000
Agency Name: Fayette County Sheriff's Office
Mailing Address: 155 Johnson Avenue
 Fayetteville, GA 30214

Type: Sheriff's Office

Agency Finance Contact

Name: Walker, Michelle
Phone: 770-716-4753
Email: mwalker@fayettecountyga.gov

Jurisdiction Finance Contact

Name: Weinmann, Sheryl
Phone: 770-305-5186
Email: sweinmann@fayettecountyga.gov

ESAC Preparer

Name: Norton, Cindy
Phone: 770-716-4754
Email: cnorton@fayettecountyga.gov

FY End Date: 06/30/2022

Agency FY 2023 Budget: \$23,948,607.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$193,028.85	\$50,733.19
2	Equitable Sharing Funds Received	\$143,868.14	\$16,791.37
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$9,005.00	\$0.00
5	Interest Income	\$169.37	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 2-5)	\$153,042.51	\$16,791.37
7	Equitable Sharing Funds Spent (total of lines a - n)	\$97,871.67	\$26,804.31
8	Ending Equitable Sharing Funds Balance <small>(difference between line 7 and the sum of lines 1 and 6)</small>	\$248,199.69	\$40,720.25

¹Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIA, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$0.00	\$0.00
b	Training and Education	\$8,857.00	\$12,110.78
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$81,253.86	\$1,392.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$2,500.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$5,260.81	\$13,301.53
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	\$0.00
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
Total		\$97,871.67	\$26,804.31

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds
Sale Proceeds	\$9,005.00	

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor**

Name: Terrell, Gabriel

Company: Nichols, Cauley & Associates, LLC

Phone: 770-422-0598

Email: gterrell@NicholsCauley.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES NO THRESHOLD NOT MET

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 926074

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

- 1. Submission.** The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.
- 2. Signatories.** The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.
- 3. Uses.** Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.
- 4. Transfers.** Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.
- 5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administered in the same manner as the jurisdiction's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.


Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

Yes No

Agency Head

Name: Babb, Barry H.
Title: Sheriff, Fayette County, GA
Email: bbabb@fayettecountyga.gov

Signature:  Date: 7/22/2022

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Hearn, Lee
Title: Chairman, Fayette County BOC
Email: Lhearn@fayettecountyga.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

BOARD OF COUNTY COMMISSIONERS

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

FAYETTE COUNTY, GEORGIA

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



140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

MINUTES

August 11, 2022

5:00 p.m.

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

Call to Order

Chairman Hearn called the August 11, 2022 Board of Commissioners meeting to order at 5:00 p.m. A quorum of the Board was present.

Invocation and Pledge of Allegiance by Commissioner Eric Maxwell

Commissioner Eric Maxwell offered the Invocation and led the Board and audience in the Pledge of Allegiance.

Acceptance of Agenda

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

PROCLAMATION/RECOGNITION:

PUBLIC HEARING:

PUBLIC COMMENT:

CONSENT AGENDA:

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

- 1. Approval of the July 28, 2022 Board of Commissioners Meeting Minutes.**

OLD BUSINESS:

NEW BUSINESS:

- 2. Request to approve the proposed 2023 Local Maintenance & Improvement Grant (LMIG) project list for unincorporated Fayette County for \$885,422.63 and authorization for the Chairman to sign the LMIG Application and related documents.**

Roads Department Director Steve Hoffman stated that this request was for approval of the 2023 Local Maintenance & Improvement Grant (LMIG) project list for unincorporated Fayette County for \$885,422.63 and authorization for the Chairman to sign the LMIG Application and related documents.

Commissioner Rousseau moved to approve the proposed 2023 Local Maintenance & Improvement Grant (LMIG) project list for unincorporated Fayette County for \$885,422.63 and authorization for the Chairman to sign the LMIG Application and related documents. Vice Chairman Gibbons seconded. The motion passed 5-0.

3. Request to approve staff's recommendation to award Contract #2128-B, Annual Contract for Waterline Extensions for Fiscal Year 2023, to the low/only responsive, responsible bidder Shockley Plumbing, with not-to-exceed or fixed prices established for each project as assigned, not-to-exceed a total contracted amount of \$1,870,800.

Director of Field Operations James Munster stated that this item was requesting approval to award Contract #2128-B, Annual Contract for Waterline Extensions for Fiscal Year 2023. He stated that this bid received one responsive bidder Shockley Plumbing, which was the current contractor. Mr. Munster stated that Shockley Plumbing chose not to extend the previous years' contract due to pricing increases and materials. He stated that this would be a not-to-exceed total contracted amount of \$1,870,800.

Vice Chairman Gibbons moved to approve to award Contract #2128-B, Annual Contract for Waterline Extensions for Fiscal Year 2023, to the low/only responsive, responsible bidder Shockley Plumbing, with not-to-exceed or fixed prices established for each project as assigned, not-to-exceed a total contracted amount of \$1,870,800. Commissioner Rousseau seconded.

Commissioner Rousseau asked if they had been any indicators of why other companies were reluctant to bid on this contract.

Mr. Munster stated, "no". He stated that this had happened in the past for this contract and Shockley Plumbing was the only responsive bidder.

Commissioner Rousseau asked if the normal bidding process was followed by the Purchasing Department and had been sent out to statewide and local contractors.

Mr. Munster stated yes, it was emailed out to sixty-eight vendors as well as advertised via the county website, the newspaper, and Channel 23.

Mr. Rapson added that it was also sent to the Georgia Registry.

Vice Chairman Gibbons moved to approve to award Contract #2128-B, Annual Contract for Waterline Extensions for Fiscal Year 2023, to the low/only responsive, responsible bidder Shockley Plumbing, with not-to-exceed or fixed prices established for each project as assigned, not-to-exceed a total contracted amount of \$1,870,800. Commissioner Rousseau second. The motion passed 5-0.

4. Request to approve Resolution 2022-08 to set the water billing rate that the Water System charges to the Peachtree City Water & Sewerage Authority, the City of Fayetteville, the Town of Tyrone, and the Town of Brooks.

Business Operations Manager Carrie Gibby stated that this request was for approval of Resolution 2022-08 to set the water billing rate that the Water System charged to the Peachtree City Water & Sewerage Authority, the City of Fayetteville, the Town of Tyrone, and the Town of Brooks. She stated that when the Water System billed these four entities, these sewer bills were based on water consumption and were billed to each customer each month on their current water bill. Ms. Gibby stated that the current was \$1.62 per bill sent out.

Vice Chairman Gibbons stated as a point of clarification that this resolution would in effect set the water billing rate and the subsequent items would approve agreements of the updated rate for the affected entities.

County Attorney Dennis Davenport stated yes. The resolution would set the water billing rate and the subsequent items would amend the substantive language to take the rate out of the agreement and set it to the amount approved by the Board for the respective entities.

Commissioner Oddo moved to approve Resolution 2022-08 to set the water billing rate that the Water System charges to the Peachtree City Water & Sewerage Authority, the City of Fayetteville, the Town of Tyrone, and the Town of Brooks. Vice Chairman Gibbons seconded. The motion passed 5-0.

5. Request to approve a Billing Services Agreement between Fayette County and the City of Fayetteville to set a water billing rate from \$1.62 per customer to \$1.82 per customer.

Commissioner Rousseau moved to approve a Billing Services Agreement between Fayette County and the City of Fayetteville to set a water billing rate from \$1.62 per customer to \$1.82 per customer. Vice Chairman Gibbons seconded. The motion passed 5-0.

6. Request to accept and acknowledge a Disclosure and Confirmation of Informed Consent from the County Attorney regarding the 2022 agreement for Water Billing Services between Fayette County and the Town of Tyrone.

Dennis Davenport stated that this was the Tyrone agreement advising the Board that he represented both The Town of Tyrone and Fayette County. He asked the Board to advise if they had concerns or an issue with him representing both jurisdictions, if not he asked that the Board to approve a vote to waive any conflict. Mr. Davenport stated that no conflict existed in his opinion.

Commissioner Rousseau asked if this was a recommendation from staff and was there any negotiation on his behalf for either jurisdiction.

Mr. Davenport stated that there was no negotiation and that he only comprised the document.

Commissioner Oddo moved to approve to accept and acknowledge a Disclosure and Confirmation of Informed Consent from the County Attorney regarding the 2022 agreement for Water Billing Services between Fayette County and the Town of Tyrone. Vice Chairman Gibbons seconded. The motion passed 5-0.

7. Request to approve a Billing Services Agreement between Fayette County and the Town of Tyrone to set a water billing rate from \$1.62 per customer to \$1.82 per customer.

Vice Chairman Gibbons moved to approve a Billing Services Agreement between Fayette County and the Town of Tyrone to set a water billing rate from \$1.62 per customer to \$1.82 per customer. Commissioner Oddo seconded. The motion passed 5-0.

ADMINISTRATOR'S REPORTS:

A. Contract 1867-P: Water System Engineer of Record Task Order 23-02: Groundwater/Surface Water Landfill Monitoring

ATTORNEY'S REPORTS: None

COMMISSIONERS' REPORTS:**Commissioner Rousseau**

Commissioner Rousseau expressing his appreciation to the County Administrator and Parks and Recreation Director for the upcoming recreation facility open house. He encouraged residents to attend to voice their opinions and thoughts for what they envision for the community for the new facility.

Commissioner Oddo

Commissioner Oddo extended a congratulation to Anita Godbee, Parks and Recreation Director, for her celebration of 35-years with Fayette County.

Chairman Hearn

Chairman Hearn advised the Board that he and the Public Works Director Phil Mallon would be meeting with the Georgia Department of Transportation (GDOT) regarding various projects within the county. He stated that he would be thanking GDOT for all the work they do in Fayette County and extending his appreciation.

EXECUTIVE SESSION:**ADJOURNMENT:**

Commissioner Oddo moved to adjourn the August 11, 2022 Board of Commissioners meeting. Vice Chairman Gibbons seconded. The motion passed 5-0.

The August 11, 2022 Board of Commissioners meeting adjourned at 5:12 p.m.

Marlena M. Edwards, Chief Deputy County Clerk

Lee Hearn, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 25th day of August 2022. Attachments are available upon request at the County Clerk's Office.

Marlena Edwards, Chief Deputy County Clerk

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to approve the Sheriff's Office's request to purchase a Lenco BearCat G-3 Armored Rescue and Response vehicle for use during various critical incidents, from Lenco BearCat in the amount of \$309,873.

Background/History/Details:

Fayette County and surrounding municipalities face several serious threats, such as violent crime, terrorism, natural disasters, and mass shootings, that require first responders to be prepared for critical incidents.

The proposed Lenco Bearcat provides this tactical advantage given its proprietary, patented, and trademarked design that can meet the need for responding to catastrophic incidents such as natural disasters, active shooters, performing rescues and evacuations in adverse conditions, or for protecting its members and civilians from ballistic attacks.

This tactical vehicle will be used in conjunction with the highly trained SWAT and Crisis Negotiation team when responding to these types of high critical incidents. The Lenco Bearcat has the operational features and is the top choice among adjacent Law Enforcement.

What action are you seeking from the Board of Commissioners?

Approval of the Sheriff's Office's request to purchase a Lenco BearCat G-3 Armored Rescue and Response vehicle for use during various critical incidents, from Lenco BearCat in the amount of \$309,873.

If this item requires funding, please describe:

Funding for this purchase is available in the Sheriff's Links CIP project #5565H.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing


County Clerk's Approval

Administrator's Approval

Staff Notes:



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

To: Steve Rapson
 From: Ted L. Burgess 
 Date: August 25, 2022
 Subject: Contract #2157-S: Lenco BearCat for Sheriff's Office

The Sheriff's Office has identified the need for an armored rescue vehicle. These vehicles are used by law enforcement agencies primarily to transport tactical officers to and from hostile situations, and to assist with the recovery and protection of civilians in harm's way during hostage incidents or other threatening situations.

Lenco Industries, Inc. manufactures the Ballistic Engineered Armored Response Counter Attack Truck (BearCat). It is based on a Ford F-550 Super Duty truck chassis, and it is made to specifications that meet the needs of the customer.

The National Association of State Procurement Officials, in its publication *State and Local Government Procurement: A Practical Guide*, includes a section titled *Brand Name Specification*. It says that there are legitimate circumstances when using this type of specification is appropriate. It further explains that a procurement officer should use a brand-name specification when the user's needs can be met only by specifying a brand name. The Sheriff's Office has determined that the Lenco BearCat is the vehicle that will meet their needs, and they recommend procurement of this specific brand (please see Attachments 1 and 2). The price of the BearCat, as configured for the Sheriff's Office, is quoted at \$309,873.00 (Attachment 3).

The county has not contracted with Lenco Industries in the past, so a Contractor Performance Evaluation is not available. Specifics of the proposed contract are as follows:

Contract Name	2157-S: Lenco BearCat for Sheriff's Office
Contractor	Lenco Industries, Inc.
Type of Contract	Brand name specific
Amount	\$309,873.00

Budget:

Fund	375	Capital Improvement Project
Org Code	37530310	Sheriff's Administration
Object	541210	Other Improvements
Project	5565H	Links – Sheriff's Training Center
Available	\$979,198.66	As of 8/15/2022



Fayette County Sheriff's Office

BARRY H. BABB
SHERIFF

Randall Johnson Law
Enforcement Center
155 Johnson Avenue
Fayetteville, Georgia 30214
(770) 461-6353
EMERGENCY: 9-1-1

August 9, 2022

Honorable Fayette County Board of Commissioners
140 Stonewall Ave. W., Suite 100
Fayetteville, GA 30214

Dear Commissioners,

I am very passionate about my duty to this community and my deputies. Although there are two vehicles that meet law enforcement requirements, only one has repeatedly proven itself time and time again on the front lines across our nation and without exception. We have spoken to tactical units across the nation and locally through our professional circles and only one vehicle is the recommended unit, the Lenco Bearcat.

The Lenco Bearcat has proven capable. I have personally stood behind this unit last year during an active shooting right here in our county. Clayton County Police responded to my request with their Bearcat, and it successfully shielded our response. It is my belief the shooter realized his futility of attack upon the approach of the Bearcat. The subject had also poured out a large amount of gasoline inside the modular home. This created another jeopardy as an arc of electricity or spark of some type could have caused the explosion of the home and sending dangerous debris at high speed. The peace of mind having the Bearcat on scene with a well-known reputation of being robust and reliable was immeasurable. Unfortunately, the subject ended his life with a self-inflicted gunshot. The spouse and all responders were unscathed although he had fired multiple bursts from a shotgun.

The Lenco Bearcat is not considered to be a military armored vehicle because it is not stout enough to withstand a battlefield. It is a solution for domestic law enforcement and is used by local, state, and federal agencies to protect officers from serious small arms fire and to withstand fewer complex explosions and impact.

A sampling of local agencies currently operating a Lenco Bearcat here in the metropolitan Atlanta area:

Atlanta Police Department
Coweta Co. Sheriff's Office
Fulton Co. Police Department
Fulton Co. Sheriff's Office
City of South Fulton Police
Rockdale Co. Sheriff's Office
Clayton Co. Police Department
Cobb Co. Police Department
Cobb Co. Sheriff's Office
Gwinnett Co. Police Department

A Community Oriented Law Enforcement Agency

Henry Co. Police Department
Douglas Co. Sheriff's Office
Federal Bureau of Investigations
Georgia State Patrol

Some of these agencies have been operating a Bearcat(s) for many years and some recently acquired one. Only the Alpharetta Police Department operates a competitor currently.

The Fayette County Sheriff's Office is the chief law enforcement agency of this county. This vehicle would not just serve us. The Bearcat would be on a quick response rescue status for anyone needing this shield, especially our municipalities. I have spoken to each of you prior on this topic and want to move rapidly in acquiring this vehicle. These are constructed to order and require months from order to delivery. We are all aware of supply chain issues. We cannot afford to delay this process. Thank you for consideration, as always, I am eager to answer any questions.

Sincerely,



Barry H. Babb
Sheriff

PROPRIETARY OR EXCLUSIVE CAPABILITY OF THE G3 BEARCAT VEHICLE

1. The Lenco BearCat G-3 Armored Rescue vehicle provides a superior ballistic performance at a lighter weight, the Lenco BearCat armor is made with ½ inch thick Mil Spec. steel. Specifically, the walls are one solid piece, and they extend from the front bumper to the rear bumper as one solid contiguous unit. This process is not done by any other armored vehicle manufacturer. Other armored vehicle companies utilize sections, which increases the number of vulnerable areas through the excessive use of seams, welds, and overlaps; and also makes the vehicle heavier. Other manufacturers also use layered armor systems, such as two layers of ¼ inch armor connected by tubular framing. This process reduces their vehicle's ability to repel even medium caliber rifle rounds on their outer shell and also dramatically increases total weight, making the vehicle less responsive.
2. The Lenco BearCat G-3 Armored Rescue Vehicle employs a patented, zero gravity counter balance roof hatch system which enhances officer safety and security by allowing an officer to rapidly close the hatch during an emergency situation without risk of injury to the officer. The roof hatch is an elevated observation port that sits atop a 20,000 lb. GVWR (gross vehicle weight rating) turn table bearing. This allows officers to turn the observation port with one hand on the gearbox while the other hand maintains full control of rescue equipment or a weapon. No other armored vehicle manufacturer offers this level of GVWR on their rotating roof hatch with observation port system. The Lenco BearCat is the only manufacturer that exclusively offers the zero gravity counter balanced roof hatch that is critical in that the hatch can be closed rapidly to protect the occupants from gun fire or other emergency. The hatch closure system on other armored vehicles most commonly utilizes gas rods for holding the hatch in the open position. This gas rod system resists closure up until 50% aperture allowing for projectiles and/or other objects to strike the officer or enter the vehicle; then it completely releases all of the pressure which sometimes causes hand, head and/or facial injuries.
3. The Lenco BearCat G-3 Armored Rescue Vehicle is ballistically protected by .50 Caliber Defeat Capability Vertical Panels (10 Shots with Certifications) with a 20 mm FSP artillery (1 Shot with Certification) rating. Lenco is the only armored vehicle manufacturer that offers level IIIA Kevlar based ballistic skip round shields that are capable of being hung from the vehicle running boards to the ground, end to end. The skip round shields provide ballistic protection to downed citizens and officers from gunfire and skip rounds directed under the vehicle.
4. The Lenco BearCat G-3 Armored Rescue Vehicle is the only armored vehicle manufactured with a 2-piece hydraulic adjustable ram with a gas injector system that incorporates a triple valve over pressure relief system in order to increase officer safety and is designed to be equipped with the DRAKO gas delivery system. The 2-piece hydraulic ram is capable of breaching barricaded structures and deploying less lethal chemical agents into a structure while being safely controlled by officers from inside the protection of the armored vehicle.
5. The Lenco BearCat G-3 Armored Rescue Vehicle is constructed on a commercially available Ford F550 chassis and its proprietary engineering process allows it to maneuver within a turning radius of 17' 8", which is shorter than the overall length of the vehicle thereby providing enhanced tactical maneuverability making it easy to navigate throughout the county without

causing undue safety issues. This is especially advantageous when operating in the confines of mobile home park.



Protecting Our Nation's Defenders™

10 Beatr Industrial Drive – Pittsfield, MA 01201
PH (413) 443-7359 – FAX (413) 445-7865

Quotation: 22477

Customer Code: **FALGA**

Quotation Date: **6/10/2022**

Lenco Tax ID#: **04-2719777**

Repeat Customer: Yes No

Bill To

Fayette County Sheriff's Office
155 Johnson Ave.
Fayetteville, GA 30214

Ship To

Customer Pick-Up

Payment Terms	Shipping Terms	Ship Via
Payment Upon Pick-Up	FOB: Origin, Pittsfield, MA	Customer Pick-Up
Estimated Completion	Inhouse Contact	Inspection & Acceptance
12+ Months ARO (Est.)	Jim Massery	At Lenco's Facility in Pittsfield, MA

Item:	Product #	Qty	Unit Price	Extension
Lenco BearCat	BC55003	1	\$ 200,704.00	\$ 200,704.00
Paint Color: Lusterless Black	18-342			
LED Lights: All Blue				
Options:				
BearCat G3 4-Wheel Off-Road Upgrade Pkg w/Run-Flats	BC3WOFFRD	1	\$ 34,958.00	\$ 34,958.00
Diesel Engine, 6.7L Turbo	BCDLEN	1	\$ 8,859.00	\$ 8,859.00
Back up Camera System with Monitor	BCBU	1	\$ 2,297.00	\$ 2,297.00
Electric Power Mirrors	BCMIR	1	\$ 1,508.00	\$ 1,508.00
Intercom System; Inside to Outside	BCINT	1	\$ 2,871.00	\$ 2,871.00
Radio Prep Package, (1) Max (2)	BCINSRA	1	\$ 502.00	\$ 502.00
Rear A/C - Heating System: High Capacity Upgrade	BCHACUP	1	\$ 7,182.00	\$ 7,182.00
Roof Mounted Remote Control Spot Light - LED	BCSLED	2	\$ 1,404.00	\$ 2,808.00
5 Pack Mag Kit	BCMAGKIT	1	\$ 975.00	\$ 975.00
(1) 7" Vertical GunPort Upgrade	BCGP7	8	\$ 152.00	\$ 1,216.00
4-Door Configuration	BC4DR	1	\$ 7,858.00	\$ 7,858.00
Armored Oil Pan Guard	BCAOPG	1	\$ 1,936.00	\$ 1,936.00
Hydraulic Front Mounted Receiver with Ram Post and Plate	BCHYDRAM	1	\$ 12,479.00	\$ 12,479.00
VSP Style Low Profile & Scene Lighting Pkg	BCVSPL	1	\$ 4,068.00	\$ 4,068.00
Draco Prep Package	BCDRACOPREP	1	\$ 1,896.00	\$ 1,896.00
BearCat (Configuration Subtotal)		1	\$ 292,117.00	\$ 292,117.00

Notes:	Proprietary	
	Subtotal	\$ 292,117.00
	Customer Pick-Up	\$ -
	Tax	\$ -
	Total Order	\$ 292,117.00

WARNING: Information Subject to Export Control Laws
The written approval of the Directorate of US Defense Trade Controls and Lenco Industries, Inc. must be obtained before reselling, transferring, transshipping or disposing of a defense article to any end user, end use or destination other than as stated on this Lenco quote or the shipper's export declaration in cases where an exemption is claimed under this subchapter ITAR 123.9(A).

Acceptance of this quotation or entering into a purchase agreement with Lenco, the purchaser agrees to Lenco's full Terms and Conditions of Sale, available upon request. This quote will be valid for 90 days.

ACCEPTANCE OF PROPOSAL --

Authorized Signature: _____
Please Sign and Return

Authorized Signature: Jim Massery
Jim Massery

Thank You

J&N Tactical
 10915 Oliver Ave
 South Haven MN 55382
 Office 320-236-8228
 Fax 320-236-8229



Date	Quote No.
12/1/20	2000360

Name / Address
Fayette County Sheriff's Office Att: Joshua Mauney 145 Johnson Ave Fayetteville GA 30214

Ship To
Fayette County Sheriff's Office Att: Joshua Mauney 145 Johnson Ave Fayetteville GA 30214

QUOTE

P.O. No.	Terms	Rep	Account #	FOB	Project
	Net 30	JJH			
Item	Description	Qty	cost	Total	
DRACO	DRACO gas delivery system which includes the following components: - Engineered, steel strong box, equipped with a dispersion fan, capable of delivering up to eight command initiated chemical canisters and up to two NFDD's (noise flash diversionary devices) - Engineered receiver mount which couples the DRACO gas head seamlessly to the existing ram bar extensions on a Lenco Bearcat armored vehicle. - Mechanical command initiated trigger system, with mag mounts and protective/storage case - Heavy duty, articulating, mobile base/stand for DRACO gas head - used for training, maintenance, cleaning and storage - Power cord with truck power receptacle - installation not included - to be done by customer or special order from Lenco Armor Inc.	1	9,995.00	9,995.00	
D-TRK-MT1	DRACO Gas Head truck mount - rear running board mount for Lenco Bearcat	1	375.00	375.00	
BH-1	Hard surface breaching head - with replaceable breaching tip - which couples seamlessly to the existing ram bar extensions on a Lenco Bearcat armored vehicle.	1	1,400.00	1,400.00	
BH-1-TRK-MT1	Lenco Bearcat rear fender mount for the BH-1	1	255.00	255.00	
D-ACFS REMOTE	ACFS 10-Channel Controller w/remote, transmitter, mounting bracket, power cord and SKB protective storage case for remote and transmitter. System seamlessly connects to existing and new DRACO Gas Delivery Systems	1	4,000.00	4,000.00	
shipping	Shipping/Handling/Insurance - Carrier UPS		695.00	695.00	
DRACO - TRG	Onsite DRACO training - Classroom, nomenclature, deployment with live devices (munitions provided by agency).	1	1,000.00	1,000.00	
sales@jntactical.com			Total	\$17,720.00	

WWW.JNTACTICAL.COM



COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to award Contract #2062-Q, Construction Manager at Risk - Public Health Building, to Hogan Construction Group for the initial contract amount of \$1,188,336.68, to include General Conditions and General Requirements, Pre-Construction Costs, and the Construction Manager Fee.

Background/History/Details:

The new Public Health facility will be located at 3 Center Drive in Fayetteville. The firm of Jefferson Brown and Gresham is providing architectural and engineering services for the project. Mr. Tim Symonds of Morgan Mill Consulting is Project Manager.

Based on the decision of the Project Manager, project delivery for the new Public Health Building is through the appointment of a Construction Manager at Risk (CMAR). The CMAR provides professional services and acts as a consultant to the owner in the design development and construction phases.

Fayette County went through a multi-step procurement process for this solicitation. Responding firms' qualifications were evaluated, then they were invited to submit a proposal. The evaluation committee scored the proposals based on technical merit and initial price. Proposed prices include General Conditions and General Requirements, Pre-construction Costs, and a Construction Management Fee percent that is based on an estimated construction cost of \$15.3 million.

The evaluation committee recommends award to Hogan Construction Group.

What action are you seeking from the Board of Commissioners?

Award Contract #2062-Q, Construction Manager at Risk - Public Health Building, to Hogan Construction Group for the initial contract amount of \$1,188,336.68, to include General Conditions and General Requirements, Pre-construction Costs, and the Construction Manager Fee.

If this item requires funding, please describe:

Project funding is available in CIP 205AA.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval


Administrator's Approval

Staff Notes:



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

To: Steve Rapson

Through: Ted L. Burgess 

From: Natasha M. Duggan 

Date: August 25, 2022

Subject: Contract #2062-Q: Construction Manager at Risk – Public Health Building

Public Health District 4 and the Fayette County Public Health Department have partnered with the Board of Commissioners to build a new Health Department building, consolidating all public health and community mental health functions. The proposed two-story facility will contain 35,907 square feet and will be located on County owned property at 3 Center Drive, Fayetteville, GA 30214.

Based on the decision of the Project Manager, Morgan Mill Consulting, the construction of the new Public Health Building will be through the appointment of a Construction Manager at Risk (CMAR). The CMAR provides professional services and acts as a consultant to the owner in the design development and construction phases. The CMAR will work closely with the Project Manager and the Architect, Jefferson Browne Gresham, to develop final documents and bid packages for sub-contractors. A multi-step solicitation process is appropriate for this type of procurement:

- **Phase I:** The County issues a Request for Qualifications (RFQ). All interested parties are invited to submit a State of Qualifications (SOQ) detailing their history and capabilities, key personnel qualifications, experience with similar projects, and resources and workload capacity. The Evaluation Team reviews and scores responding firms' qualifications.
- **Phase II:** The top scoring firms from Phase I are short-listed and invited to submit a proposal. The Evaluation Team scores the proposals, including technical merit and initially proposed prices. Prices included at this point include the Construction Management Fee percent (based on an estimated cost of construction), General Conditions (e.g., jobsite staff, site office, & travel expenses), General Requirements (e.g., small tools & supplies, temporary power & water, insurance and bonds), and pre-construction costs. Costs for actual construction are not included at this point but will be negotiated later in the Guaranteed Maximum Price.

The Purchasing Department issued Request for Qualifications #2062-Q to secure a CMAR for the new Public Health Building. Notice of the opportunity was emailed to ten companies. Another 2,880 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code #91831 (Construction Consulting), #91819 (Buildings, Structures and Components Consulting), and #91832 (Consulting Services (Not Otherwise Classified)). The offer was also advertised through Georgia Local Government Access Marketplace, the Fayette County Website, the Fayette County News, and

Channel 23. In compliance with Federal requirements for use of Federal funds, eight firms were contacted who had registered on the U.S. Small Business Administration's database.

A portion of the funding for this project will come from a grant through the American Rescue Plan Act of 2021 (ARPA). For this reason, Federal uniform administrative requirements at 2 CFR 200 were followed in the solicitation.

Two companies submitted SOQ's:

- Hogan Construction Group
- MEJA Construction, Inc.

The Evaluation Committee, composed of members from Environmental Management, Finance and Purchasing, scored the SOQ's (Attachment 1).

The two companies that submitted SOQ's were short-listed and invited to submit proposals. Both short-listed firms responded, and the Evaluation Committee scored the proposals based on understanding and approach, understanding of Federal Grant requirements, project schedule and resource availability. Initial prices were then scored and added to the Technical Merit scores (Attachment 2).

The Evaluation Committee recommends award of the contract to Hogan Construction Group. This is Hogan Construction Group's first contract with the County, so a contractor performance evaluation is not available. References were contacted, and all gave high recommendations.

Hogan Construction Group's offered price of \$1,188,336.68 includes their General Contractor fee, pre-construction costs, and anticipated General Conditions and General Requirements costs (Attachment 3). These were calculated based on an estimated construction cost of \$15.3 million. The CMAR will competitively select construction subcontractors and suppliers, and then negotiate a Guaranteed Maximum Price with the County. At that point, the Board of Commissioners will be requested to approve the additional amounts, which will be added to the CMAR contract by change order.

Specifics of the proposed contract are as follows:

Contract Name	#2062-Q: Construction Manager at Risk – Public Health Building	
Contractor	Hogan Construction Group	
Contract Amount	\$1,188,336.68 excluding actual construction costs, which will be added by change order	

Budget:

Fund	375	CIP
Org Code	37550110	Health
Object	541320	Buildings & Structures
Project	205AA	Public Health Building
Available	\$2,399,367.50	As of 8/5/2022

Request for Qualifications #2062-Q: Construction Manger at Risk - Public Health Building
Phase 1 Scoring

Page 68 of 148

Responder Name: Phase 1		MAX POINTS	MEJA Construction, Inc.	Hogan Construction Group, LLC
1	Firm's History & Capabilities	25	17.7	21.7
2	Key Personnel Qualifications	35	24.3	30.0
3	Past Experience with Similar Projects	30	22.0	26.0
4	Resources & Workload Capacity	10	9.3	6.0
Phase 1 Score		100	73.3	83.7

**#2062-Q: Construction Mananager at Risk - Public Health Facility
EVALUATION SCORING SHEET - Phase II**

Responder Name:		MAX POINTS	MEJA Construction, Inc.	Hogan Construction Group
TECHNICAL MERIT:				
1	Understand & Approach	25	16.7	21.0
2	Understanding of Federal Grant Requirements	20	7.7	10.3
3	Project Schedule & Resource Availability	15	7.3	11.3
Technical Merit Score		60	31.7	42.7

Proposed Price

\$ 1,338,388.00 \$ 1,188,336.68

Technical Merit Score	60	31.7	42.7
Proposed Price Score	20	17.5	20.0
Total Score		49.1	62.7

FAYETTE COUNTY NEW PUBLIC HEALTH BUILDING
General Conditions & General Requirements Worksheet

Attachment 3

Part 1 - GENERAL CONDITIONS					
Item	ITEM DESCRIPTION	Weeks	MEJA Total	Weeks	HOGAN Total
JOBSITE STAFF					
1.01	Project Executive	20	\$40,000.00		-
1.02	Project Manager	40	\$100,000.00	52	\$ 143,556.00
1.03	Assistant Project Manager	20	\$30,000.00	52	\$ 70,658.00
1.04	Assistant Project Manager				\$ -
1.05	Site Superintendent	65	\$162,500.00	52	\$ 155,031.00
1.06	Assistant Site Superintendent	20	\$30,000.00	52	\$ 38,500.00
1.07	Quality Control Manager/Loss Control	10	\$10,000.00		\$ -
1.08	Scheduler	4	\$4,000.00		\$ -
1.09	Safety Coordinator	8	\$12,000.00	52	\$ 8,470.00
1.10	Cost Estimator	4	\$8,000.00		\$ -
1.11	Assistant Cost Estimator				\$ -
1.12	Purchasing Administration / Accountant	10	\$15,000.00	52	\$ 57,120.00
PROJECT TRANSPORTATION / TRAVEL					
1.13	Project Manager Vehicle / truck expense	20	\$2,000.00		\$ -
1.14	Superintendent Vehicle / truck expense	65	\$6,500.00	52	\$ 17,667.00
1.15	Vehicle / Truck Maintenance				\$ -
1.16	Project related travel / subsistence expense			52	\$ 5,618.00
1.17	Relocation / lodging expenses				\$ -
1.18	Other (Describe)				\$ -
TEMPORARY FACILITIES					
1.19	Site Office	50	\$12,500.00	52	\$ 4,813.00
1.20	Mobilize / Demobilize				\$ -
1.21	Telephone to site office	50	\$5,000.00	52	\$ 3,002.00
1.22	Computers to site office	50	\$2,500.00		\$ -
1.23	Software licenses	50	\$2,500.00		\$ -
1.24	Photocopiers to site office	50	\$2,500.00	52	\$ 2,354.00
1.25	Fax Machine to site office				\$ -
1.26	Site Office Supplies	50	\$2,500.00	52	\$ 2,354.00
1.27	Site office Radios				\$ -
1.28	Office furniture to site office	50	\$2,500.00		\$ -
1.29	Site Toilets	50	\$15,000.00	52	\$ 4,708.00
1.30	Temporary Power (Site Office Only)	50	\$6,000.00	52	\$ 1,766.00
1.31	Temporary Water and Ice (Site Office)	50	\$2,500.00	52	\$ 1,177.00
PART 1 - TOTAL			\$ 473,500		\$ 516,794
PART 2 - GENERAL REQUIREMENTS					
	Description	A. Quantity	H. Total (C + E + G)	A. Quantity	H. Total (C + E + G)
CONSTRUCTION TEMPORARY FACILITIES					
2.01	Small Tools & Supplies	50	\$15,000.00	52	\$ 2,675.00
2.02	Temporary Tool Storage	50	\$12,500.00		\$ -
2.03	Temporary stairs and ladders				\$ -
2.04	Temporary Hoist Facilities				\$ -
2.05	Protect & Maintain hoist				\$ -
2.06	Hoist Signal System				\$ -
2.07	Operator Hoist time				\$ -
2.08	Scaffolding				\$ -
2.09	Crane Rentals				\$ -
2.10	Crane Operator				\$ -
2.11	Storage Trailer	50	\$5,000.00		\$ -
2.12	Laydown Yard Rental				\$ -
TEMPORARY UTILITIES					
2.13	Temporary electrical power	15	\$9,000.00	12	\$ 12,454.00
2.14	Temporary water	15	\$1,500.00	12	\$ 1,589.00

CLEAN UP						
2.16	Trash Haul-Off/Dumpster	65		\$27,625.00	208	\$ 21,186.00
2.17	Daily Clean-up	65		\$13,000.00	52	\$ 4,937.00
2.18	Final Cleaning			\$28,000.00	35907	\$ 14,123.00
2.19	Laborers	50		\$35,000.00		
PROTECTION & SAFETY						
2.20	Safety Equipment/First Aid	15		\$1,500.00	12	\$ 997.00
2.21	Fire extinguishers	15		\$300.00	12	\$ 188.00
2.22	Protect finishes	10		\$1,500.00		
2.23	Temporary site fences & barricades	15		\$12,000.00		
SECURITY						
2.24	Job Site Security	40		\$8,000.00		
2.25	Watchman/Security	40		\$60,000.00		
MISCELLANEOUS						
2.26	Progress Photographs	1		\$6,500.00		
2.27	Project Sign	1		\$1,200.00	1	\$ 803.00
2.28	Ceremonies - ground breaking etc.	1		\$2,500.00		
2.29	Close out Documents	1		\$4,000.00		
2.30	Commissioning	1		\$5,000.00		
PERMITS / INSURANCES / BONDS						
2.31	Building Permit		BY CLIENT		BY CLIENT	
2.32	Testing & Inspections		BY THIRD PARTY		BY THIRD PARTY	
2.33	General Liability Insurance	1		\$12,780.00	1	\$ 71,826.00
2.34	Worker's Comp Insurance	1		\$7,345.00		\$ -
2.35	Comprehensive Auto Liability	1		\$2,575.00		\$ -
2.36	Umbrella Excess Liability Insurance	1		\$5,450.00		\$ -
2.37	Performance & Payment Bonds	1		\$88,000.00	1	\$ 73,960.00
						\$ -
	PART 2 - TOTAL			\$ 365,275.00		\$ 204,738.00

	Total cost of GC / GR's		\$ 838,775.00		\$ 721,532.00
	Add fee % to GC / GR cost	3%	\$ 25,163.25	2.75%	\$ 19,842.13
	GC Fee on construction cost \$15.3M	3%	\$ 459,000.00	2.75%	\$ 420,750.00
	Pre-construction Cost		\$ 15,000.00		\$ 25,511.00
	Pre-construction cost plus fee	3%	\$ 450.00	2.75%	\$ 701.55

			\$ 1,338,388.25		\$ 1,188,336.68
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COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

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

Background/History/Details:

The Fayette County Recreation Commission is a citizen committee comprised of five volunteers who are appointed by the Fayette County Board of Commissioners to four-year terms. The Recreation Commission reviews and evaluates programs, facilities, policies, and other matters and makes recommendations to the Recreation Department, the County Administrator, and the Board of Commissioners concerning capital and operational needs. As an advisory board, the Recreation Commission has no decision-making authority over how county resources are spent or managed.

The Selection Committee consisting of the Charles McCollum, Chair of the Recreation Commission, Bradley Klinger, Assistant Director Fayette County Road Department, and Anita Godbee, Director of Parks and Recreation reviewed the applicant's information and opted not to interview the candidate as he appeared well qualified for the vacant position. Based on the information received, the Selection Committee recommended to appoint Patrick Gafford to the Recreation Commission.

The seat was previously held by Lisa Mahaffey.

What action are you seeking from the Board of Commissioners?

Consideration of the Parks and Recreation Selection Committee's recommendation to appoint Patrick Gafford to the Recreation Commission for a term beginning June 1, 2022 and expiring March 31, 2026.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

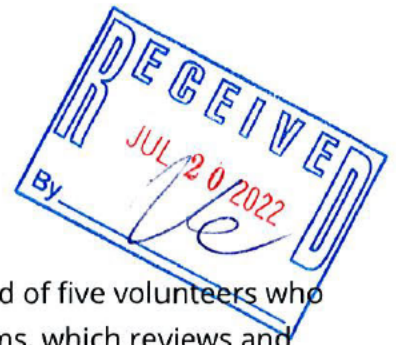
County Clerk's Approval

Administrator's Approval

Staff Notes:



APPLICATION FOR APPOINTMENT
Fayette County Recreation Commission



The Fayette County Recreation Commission is a citizen committee, comprised of five volunteers who are appointed by the Fayette County Board of Commissioners for four-year terms, which reviews and evaluates programs, facilities, policies, and other matters and makes recommendations to the Recreation Department, the County Administrator, and the Board of Commissioners concerning capital and operational needs. As an advisory board, the Recreation Commission has no decision-making authority over how county resources are spent or managed.

The Recreation Commission typically meets the second Tuesday of each month at the Parks and Recreation Activities Building that is located at 980 Redwine Road, Fayetteville, Georgia beginning at 7:00 p.m.

Please take a few minutes to complete the form and answer the questions below and return with a resume, if available, to Tameca Smith, County Clerk, via email at tsmith@fayettecountyga.gov or 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 **no later than 5:00 p.m. on Friday, June 24, 2022.**

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

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

NAME Patrick V. Gafford

ADDRESS 210 Wakefield Pl.

Fayetteville GA 30215

TELEPHONE (cell) _____ (home) _____

EMAIL ADDRESS _____

Patrick V. Gafford
Signature

July 18, 2022
Date



APPLICATION FOR APPOINTMENT
Fayette County Recreation Commission

1. How long have you been a resident of Fayette County? *26 yrs*
2. Why are you interested in serving on the Fayette County Recreation Commission?
I believe I can bring new ideas To County Rec Commission and the community
3. What qualifications and experience do you possess for appointment to the Recreation Commission? *10 yrs of being involved in Park and Recreation.
4 yrs of President of FCYBA.*
4. List your recent employment experiences to include name of company and position.
Delta Airlines, International Ticket agent
5. Do you have any past experience relating to the Recreation Commission? If so, please describe.
Yes President meeting for the last 5 yrs.
6. Are you currently serving on a commission/board/authority or in and elected capacity with any government? *No*
7. Have you attended any Recreation Commission meetings in the past two years and, if so, how many? *2 yr.*
8. Are you willing to attend seminars or continuing education classes at county expense? *yes*
9. What is your vision of the county's future related to the duties of the Recreation Commission?
*To make sure all participant are treated fairly + equal, MOST of all
Kids + participant enjoy there Time and involvement with Park & Recreation*
10. Would there be any possible conflict of interest between your employment or your family and you serving on the Recreation Commission? *No*
11. Are you in any way related to a County Elected Official or County employee? If so, please describe.
No
12. Describe your current community involvement. *President of Fayette County Youth Basketball*
13. Have you been provided a copy of the county's Ethics Ordinance? *yes*
14. Is there any reason you would not be able to comply with the Ethics Ordinance? *NO*

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to transfer \$503,216 from the General Fund fund balance for the purchase of tax parcel 05-33-007 for use by the Parks & Recreation Department.

Background/History/Details:

At the July 28, 2022 BOC meeting, the Board approved the purchase of a parcel of land for \$500,000 (tax parcel 05-33-007) for use by the Parks & Recreation Department. The full amount of the purchased was \$503,215.73.

Staff requests approval to transfer \$503,216 from the General Fund fund balance to covers the costs related to this land purchase.

What action are you seeking from the Board of Commissioners?

Approval to transfer \$503,216 from the General Fund fund balance for the purchase of tax parcel 05-33-007 for use by the Parks & Recreation Department.

If this item requires funding, please describe:

Transfer of \$503,216 to from the General Fund fund balance to cover the purchase costs related to tax parcel 05-33-007.

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 WIRE TRANSFER AUTHORIZATION AND VERIFICATION FORM

The following Wire Transfer has been generated. Listed below are the required verification reports and attached are the supporting documents for approval.

Incoming Wire: (received from) _____

Outgoing Wire: (payable to) Lawson, Beck & Sandlin, LLC

Account Name Reference Lawson, Beck & Sandlin, LLC

ABA# 061100606
Account # 1007063298

Reason for Wire: Purchase of 59.447 acres on McDonough Road (5th Dist LL 140 & 141)

Date of Request: 8/4/2022 **Wire Date:** 8/5/2022 **Total No of Transfers:** 1

Total \$ Amount of Transfer \$ 503,215.73

Item(s) used for Verification:

Description	Validated By:	Comments:
Invoice/Statement of Request	Lee Ann Bartlett	
Validation of Transfer Confirmation	Lee Ann Bartlett	
Validation of Munis Journal Entry	Lee Ann Bartlett	

Wire Transfer Entered/Submitted By: Ashley Hunter

Related Journal Entries Entered/Posted By: Ashley Hunter

We have had an opportunity to review, validate, and approve this transfer.

Amanda Schoonover
Accounting Manager

Date

Sheryl Winneman
Chief Financial Officer/ Assistant CFO

Date

Steve Rapson
Fayette County Administrator

Date

ACQUISITION CLOSING STATEMENT

SELLER: MBT FAYETTE, LLC
PURCHASER: FAYETTE COUNTY, GEORGIA
PROPERTY: Approximately 59.447 acres located in Fayette County, Georgia
CLOSING DATE: August 12, 2022
CLOSING ATTORNEY: LAWSON, BECK AND SANDLIN LLC (22-NWN-1026)

I. PURCHASE PRICE AND ADJUSTMENTS

A.	Gross Purchase price:		\$500,000.00
B.	Credits to Purchaser:		
	1. 2022 State & Fayette County tax proration	\$2,884.27	
	Total Purchaser Credits		\$2,884.27
C.	Credits to Seller:		
	Total Seller Credits		\$0.00

ADJUSTED PURCHASE PRICE: \$497,115.73

II. SELLER'S STATEMENT

A.	Adjusted purchase price from Part I		\$497,115.73
B.	Less: Charges to Seller		
	1. Payoff to Heritage Southeast Bank	\$0.00	
	2. Broker Commission Crystal Lake Realty	(\$5,000.00)	
	Total Seller Charges		(\$5,000.00)

NET AMOUNT DUE TO SELLER: \$492,115.73

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III. PURCHASER'S STATEMENT

A.	Adjusted purchase price from Part I		\$497,115.73
B.	Plus: Charges to Purchaser		
	1. Purchaser's Atty's Fees	\$1,500.00	
	Lawson, Beck and Sandlin LLC		
	2. Recording Fees (estimate)	\$100.00	
	3. Title Charges and Premium:	\$1,700.00	
	Lawson, Beck and Sandlin LLC		
	a. Title Exam Fee	\$400.00	
	b. Title Search Fee	\$250.00	
	c. Owner's Premium	\$1,050.00	
	5. Surveyor Fees	\$2,800.00	
	Point Land Surveying, LLC		
	6. Transfer Tax: Fayette County	\$0.00	
	EXEMPT		
	Total Purchaser Charges		\$6,100.00
	Total Amount Due from Purchaser:		\$503,215.73
C.	Less: Credits to Purchaser		
	1. Earnest Money Deposit	\$0.00	
	*held by Lawson, Beck and Sandlin LLC		
	Total Purchaser Credits		\$0.00
	NET AMOUNT DUE FROM PURCHASER:		\$503,215.73

[Remainder of Page Intentionally Blank.]

NOTES AND STIPULATIONS ATTACHED TO CLOSING STATEMENT

1. Purchaser and Seller this date have reviewed and approved the figures appearing on the attached Closing Statement and hereby authorize Lawson & Beck, LLC to make expenditures and disbursements in accord with the Closing Statement.
2. The parties agree that should any inadvertent errors or omissions later be discovered in any document executed at settlement or any sums collected or disbursed at closing, the parties shall promptly execute such corrective documents and/or remit such sums as may be required to adjust or correct such errors or omissions.
3. This Closing Statement may be executed in multiple counterparts, each of which shall be deemed an original and which collectively shall constitute one and the same instrument. This Closing Statement may be executed and delivered by PDF, facsimile or other electronic means.
4. If Seller receives the tax bill(s) for the current year's taxes, Seller will promptly forward them to Purchaser. Seller shall be liable to Purchaser for any late charges or penalties which result from the Seller's delay in sending the tax bill(s) to Purchaser. The proration of property taxes is based on the tax bill(s) for the previous year. If the actual taxes for the current year vary materially from the amount used for proration, the parties agree to re-prorate using actual figures. The prorations shown on this Closing Statement were calculated as follows for Fayette County, Georgia Parcel No. 0533 007:

a. State & Fayette County taxes:	\$12,285.77	/	155.40 acres	=	\$79.0590/acre
	\$79.06	X	59.447 acres	=	\$4,699.82
	\$4,699.82	X	0.61	=	\$2,884.27

PURCHASER:

FAYETTE COUNTY, GEORGIA
a division of the State of Georgia

By: _____(SEAL)
Name: Lee Hearn
Title: Chairman of the Board of Commissioners

SELLER:

MBT FAYETTE, LLC
a Georgia limited liability company

By: _____(SEAL)
Angela Laney, Manager

After recording return to:
Lawson, Beck and Sandlin LLC
560 Newnan Crossing Bypass, Suite 100
Newnan, GA 30263
File No.: 22-NWN-1026

STATE OF GEORGIA
COUNTY OF _____

LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into this 12th day of August, 2022 by and between **MBT FAYETTE, LLC**, a Georgia Limited Liability Company (herein referred to as "Grantor"), and **FAYETTE COUNTY, GEORGIA**, a public body of the State of Georgia (herein referred to as "Grantee").

WITNESSETH THAT, the said Grantor, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, and other good and valuable consideration, in hand paid at or before the delivery of this deed, the receipt and sufficiency of which are hereby acknowledged, and pursuant to proper authority, has granted, bargained, sold and conveyed and by these presents does hereby grant, bargain, sell and convey to the said Grantee, and its successors and assigns, the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING in Land Lots 140 & 141 of the 5th District, Fayette County, Georgia being more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference.

TOGETHER WITH all fixtures, structures and improvements located on such property and the easements, rights, members and appurtenances thereunto appertaining.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, privileges, easements, members and appurtenances belonging or thereunto appertaining, to the only proper use and benefit of the Grantee and its successors and assigns forever in FEE SIMPLE.

AND EXCEPT for those matters set forth on **Exhibit "B"** attached hereto and incorporated herein by reference, Grantor will warrant and defend the title to said premises against the claims of all persons claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed, sealed and delivered by its duly authorized officer on the date above written.

Signed, sealed and delivered
in the presence of:

MBT FAYETTE, LLC
A Georgia Limited Liability Company

Unofficial Witness

By: _____ (Seal)
Name: Angela Laney
Title: Manager

Notary Public

My commission expires: _____

(Notary Seal)

EXHIBIT A**LEGAL DESCRIPTION**

All that tract or parcel of land, lying and being situate in Land Lots 140 & 141 of the 5th Land District of Fayette County, Georgia, being more particularly described as follows;

Commencing at a 5/8-inch rebar found at the corner common to Land Lots 117, 118, 139 & 140 of said 5th Land District, said rebar having Georgia State Plane Grid coordinates (West Zone, NAD83) of 1,256,040.13 (northing) and 2,224,832.88 (easting); said rebar being the **POINT OF BEGINNING** for this tract of land; thence N00°53'22"E for a distance of 878.93 feet to a 1/2" rebar & cap found (RLS 3122); thence S89°21'00"E for a distance of 520.05 feet to a stone found with nail; thence N00°28'17"E for a distance of 1058.80 feet to a 1/2" rebar & cap found (RLS 3122) on the southerly line of McDonough Road (100' R/W); thence continuing along said right of way of McDonough Road S83°37'34"E for a distance of 10.86 feet to a 1/2" rebar & cap set (RLS 3122); thence N81°48'51"E for a distance of 293.70 feet to a 1/2" rebar & cap set (RLS 3122); thence leaving said right of way of McDonough Road S41°11'09"W for a distance of 70.90 feet to a 1/2" rebar & cap found (RLS 3122); thence S07°20'49"E for a distance of 78.09 feet to a 1/2" rebar & cap found (RLS 3122); thence along a curve to the right a length of 481.63 feet, a radius of 1260.00 feet, being subtended by a chord bearing S03°36'13"W for a distance of 478.70 feet to a 1/2" rebar & cap set (RLS 3122); thence S14°33'15"W for a distance of 129.57 feet to a 1/2" rebar & cap set (RLS 3122); thence S75°30'54"E for a distance of 17.98 feet to a 1/2" rebar & cap set (RLS 3122); thence along a curve to the left a length of 181.02 feet, a radius of 282.00 feet, being subtended by a chord bearing N86°05'45"E for a distance of 177.92 feet to a 1/2" rebar & cap set (RLS 3122); thence N67°42'25"E for a distance of 23.60 feet to a 1/2" rebar & cap set (RLS 3122); thence S22°17'35"E for a distance of 442.63 feet to a 1/2" rebar & cap set (RLS 3122); thence S63°16'13"E for a distance of 288.53 feet to a 1/2" rebar & cap set (RLS 3122); thence S82°35'54"E for a distance of 276.78 feet to a 1/2" rebar & cap set (RLS 3122); thence N67°42'25"E for a distance of 250.00 feet to a 1/2" rebar & cap found (RLS 3122); thence S35°37'14"E for a distance of 531.27 feet to a 1/2" rebar & cap found (RLS 3122); thence S78°15'04"E for a distance of 177.68 feet to a 1/2" rebar & cap found (RLS 3122); thence S89°34'48"E for a distance of 366.18 feet to a 1/2" rebar & cap found (RLS 3122); thence N84°36'12"E for a distance of 889.68 feet to a 1/2" rebar & cap found (RLS 3122); thence S00°44'34"E for a distance of 34.19 feet to a 1/2" rebar found; thence S00841'38"E for a distance of 371.65 feet to a 1" flat bar found; thence N89°38'25"W for a distance of 3622.14 feet to the **POINT OF BEGINNING**.

Said tract of land contains 2,589,508 square feet, or 59.447 acres, more or less.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes and assessments for the calendar year 2022 and subsequent years not yet due and payable.
2. All matters as shown on that certain plat recorded in Plat Book 4, Page 38, as recorded in Fayette County, Georgia records.
3. All matters as shown on that certain plat recorded in Plat Book 100, Page 430-433, as recorded in Fayette County, Georgia records.
4. All matters as shown on that certain plat recorded in Plat Book 101, Page 301-308, as recorded in Fayette County, Georgia records.

STATE OF GEORGIA
COUNTY OF _____

OWNER'S AFFIDAVIT

Personally appeared before me, the undersigned officer duly authorized by law to administer oaths, **Angela Laney** ("Deponent"), who, being duly sworn, deposes and says on oath as follows:

1. That Deponent is the Manager of **MBT FAYETTE, LLC**, a Georgia Limited Liability Company (the "Owner"), and as such, Deponent is authorized to make this Affidavit and has personal knowledge of the matters set forth herein.

2. That the Owner is the owner in fee simple of the real property described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Property").

3. That except as set forth in **Exhibit "B"** attached hereto and by this reference made a part hereof (the "Permitted Exceptions"), there are no unpaid or unsatisfied security deeds, mortgages, claims of lien, utility bills, water or sewer bills, special assessments for sewerage or streets or ad valorem taxes, any of which constitute or could constitute a lien against the Property or any part thereof, nor has the Deponent received any notice of a lien claim or filing.

4. That Deponent knows of no pending petition for paving or other street improvements and no notice of any proposed paving nor of any pending ordinance or assessment for any street improvement has been furnished to the Owner.

5. Other than as reflected on the Permitted Exceptions, there is no outstanding indebtedness for equipment, appliances or other fixtures attached to the Property.

6. That except for the Permitted Exceptions, the Owner is in exclusive possession of the Property and knows of no one claiming under any unrecorded deed or instrument of any nature, or claiming any interest in the Property whatsoever.

7. That there are no disputes with adjoining landowners or others concerning the location of the lines, corners or boundaries of the Property and the improvements on the Property are within the limits of the Property.

8. That no improvements or repairs have been made to said Property at the instance of Owner during the one hundred (100) days immediately preceding the date hereof for which full payment has not been made, and that there are no outstanding bills incurred for labor or materials used in making improvements or repairs on said Property at the instance of Owner, or for services of architects, surveyors or engineers incurred in connection therewith.

9. That there are no pending suits, judgments, bankruptcies or executions against the Owner, nor any liens for past due taxes or assessments, that could affect title to said Property or constitute a lien thereon which is prior to a deed of even date herewith to **FAYETTE COUNTY, GEORGIA** (herein "Purchaser").

10. That the Owner is not a disregarded entity nor a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

11. That there are no violations of any enforceable covenants, conditions, limitations or restrictions encumbering the Property, unless otherwise identified in Exhibit "B."

12. That there are no brokers or other person under any listing agreement or other agreement with the Owner for the management, sale or lease of all or any portion of the Property which would entitle such broker or other person to a lien or claim of lien pursuant to O.C.G.A. § 44-14-600, *et seq.*

13. That this affidavit is given with knowledge that it will be relied upon by Purchaser and a title insurance company.

Sworn to and subscribed before me,
this ____ day of August, 2022.

Notary Public

_____(SEAL)
Angela Laney, Deponent

My commission expires: _____

(NOTARY SEAL)

EXHIBIT A**LEGAL DESCRIPTION**

All that tract or parcel of land, lying and being situate in Land Lots 140 & 141 of the 5th Land District of Fayette County, Georgia, being more particularly described as follows;

Commencing at a 5/8-inch rebar found at the corner common to Land Lots 117, 118, 139 & 140 of said 5th Land District, said rebar having Georgia State Plane Grid coordinates (West Zone, NAD83) of 1,256,040.13 (northing) and 2,224,832.88 (easting); said rebar being the **POINT OF BEGINNING** for this tract of land; thence N00°53'22"E for a distance of 878.93 feet to a 1/2" rebar & cap found (RLS 3122); thence S89°21'00"E for a distance of 520.05 feet to a stone found with nail; thence N00°28'17"E for a distance of 1058.80 feet to a 1/2" rebar & cap found (RLS 3122) on the southerly line of McDonough Road (100' R/W); thence continuing along said right of way of McDonough Road S83°37'34"E for a distance of 10.86 feet to a 1/2" rebar & cap set (RLS 3122); thence N81°48'51"E for a distance of 293.70 feet to a 1/2" rebar & cap set (RLS 3122); thence leaving said right of way of McDonough Road S41°11'09"W for a distance of 70.90 feet to a 1/2" rebar & cap found (RLS 3122); thence S07°20'49"E for a distance of 78.09 feet to a 1/2" rebar & cap found (RLS 3122); thence along a curve to the right a length of 481.63 feet, a radius of 1260.00 feet, being subtended by a chord bearing S03°36'13"W for a distance of 478.70 feet to a 1/2" rebar & cap set (RLS 3122); thence S14°33'15"W for a distance of 129.57 feet to a 1/2" rebar & cap set (RLS 3122); thence S75°30'54"E for a distance of 17.98 feet to a 1/2" rebar & cap set (RLS 3122); thence along a curve to the left a length of 181.02 feet, a radius of 282.00 feet, being subtended by a chord bearing N86°05'45"E for a distance of 177.92 feet to a 1/2" rebar & cap set (RLS 3122); thence N67°42'25"E for a distance of 23.60 feet to a 1/2" rebar & cap set (RLS 3122); thence S22°17'35"E for a distance of 442.63 feet to a 1/2" rebar & cap set (RLS 3122); thence S63°16'13"E for a distance of 288.53 feet to a 1/2" rebar & cap set (RLS 3122); thence S82°35'54"E for a distance of 276.78 feet to a 1/2" rebar & cap set (RLS 3122); thence N67°42'25"E for a distance of 250.00 feet to a 1/2" rebar & cap found (RLS 3122); thence S35°37'14"E for a distance of 531.27 feet to a 1/2" rebar & cap found (RLS 3122); thence S78°15'04"E for a distance of 177.68 feet to a 1/2" rebar & cap found (RLS 3122); thence S89°34'48"E for a distance of 366.18 feet to a 1/2" rebar & cap found (RLS 3122); thence N84°36'12"E for a distance of 889.68 feet to a 1/2" rebar & cap found (RLS 3122); thence S00°44'34"E for a distance of 34.19 feet to a 1/2" rebar found; thence S00841'38"E for a distance of 371.65 feet to a 1" flat bar found; thence N89°38'25"W for a distance of 3622.14 feet to the **POINT OF BEGINNING**.

Said tract of land contains 2,589,508 square feet, or 59.447 acres, more or less.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes and assessments for the calendar year 2022 and subsequent years not yet due and payable.
2. All matters as shown on that certain plat recorded in Plat Book 4, Page 38, as recorded in Fayette County, Georgia records.
3. All matters as shown on that certain plat recorded in Plat Book 100, Page 430-433, as recorded in Fayette County, Georgia records.
4. All matters as shown on that certain plat recorded in Plat Book 101, Page 301-308, as recorded in Fayette County, Georgia records.

STATE OF GEORGIA
COUNTY OF _____

AFFIDAVIT REGARDING COMMERCIAL REAL ESTATE BROKERS

In person before the undersigned officer authorized to administer oaths came **Angela Laney** (“Deponent”) who, after being duly sworn, deposed and said that Deponent is Manager of **MBT FAYETTE, LLC**, a Georgia Limited Liability Company (the “Owner”) and in such capacity is authorized to give this Affidavit and knows the facts contained herein of his own personal knowledge.

Owner is the owner of the real property (the “Property”) described on **Exhibit “A”** attached hereto and made a part hereof by reference.

Except as specifically set forth on any closing statement executed in connection with the transfer of the Property, Owner has not entered into any written agreement with any commercial real estate broker for the payment of a real estate commission or fee relating to the purchase, sale, management, leasing or other licensed services pertaining to Commercial Real Estate (as defined in O.C.G.A. § 44-14-601[3]). With respect to any commercial real estate broker disclosed on said closing statement, the amount shown thereon is payment in full satisfaction of all amounts owed to said broker or brokers. This Affidavit is given to induce a title insurance company to permit a policy or policies of title insurance to be issued without exception for any possible lien arising from the Commercial Real Estate Broker Lien Act (O.C.G.A. § 44-14-600 *et seq.*). The undersigned agrees to indemnify and hold harmless said title insurance company for all loss or damage arising out of any reliance upon the statements made in this Affidavit.

Sworn to and subscribed before me,
this ____ day of August, 2022.

Notary Public

_____(SEAL)
Angela Laney, Deponent

My commission expires: _____

(NOTARY SEAL)

EXHIBIT A**LEGAL DESCRIPTION**

All that tract or parcel of land, lying and being situate in Land Lots 140 & 141 of the 5th Land District of Fayette County, Georgia, being more particularly described as follows;

Commencing at a 5/8-inch rebar found at the corner common to Land Lots 117, 118, 139 & 140 of said 5th Land District, said rebar having Georgia State Plane Grid coordinates (West Zone, NAD83) of 1,256,040.13 (northing) and 2,224,832.88 (easting); said rebar being the **POINT OF BEGINNING** for this tract of land; thence N00°53'22"E for a distance of 878.93 feet to a 1/2" rebar & cap found (RLS 3122); thence S89°21'00"E for a distance of 520.05 feet to a stone found with nail; thence N00°28'17"E for a distance of 1058.80 feet to a 1/2" rebar & cap found (RLS 3122) on the southerly line of McDonough Road (100' R/W); thence continuing along said right of way of McDonough Road S83°37'34"E for a distance of 10.86 feet to a 1/2" rebar & cap set (RLS 3122); thence N81°48'51"E for a distance of 293.70 feet to a 1/2" rebar & cap set (RLS 3122); thence leaving said right of way of McDonough Road S41°11'09"W for a distance of 70.90 feet to a 1/2" rebar & cap found (RLS 3122); thence S07°20'49"E for a distance of 78.09 feet to a 1/2" rebar & cap found (RLS 3122); thence along a curve to the right a length of 481.63 feet, a radius of 1260.00 feet, being subtended by a chord bearing S03°36'13"W for a distance of 478.70 feet to a 1/2" rebar & cap set (RLS 3122); thence S14°33'15"W for a distance of 129.57 feet to a 1/2" rebar & cap set (RLS 3122); thence S75°30'54"E for a distance of 17.98 feet to a 1/2" rebar & cap set (RLS 3122); thence along a curve to the left a length of 181.02 feet, a radius of 282.00 feet, being subtended by a chord bearing N86°05'45"E for a distance of 177.92 feet to a 1/2" rebar & cap set (RLS 3122); thence N67°42'25"E for a distance of 23.60 feet to a 1/2" rebar & cap set (RLS 3122); thence S22°17'35"E for a distance of 442.63 feet to a 1/2" rebar & cap set (RLS 3122); thence S63°16'13"E for a distance of 288.53 feet to a 1/2" rebar & cap set (RLS 3122); thence S82°35'54"E for a distance of 276.78 feet to a 1/2" rebar & cap set (RLS 3122); thence N67°42'25"E for a distance of 250.00 feet to a 1/2" rebar & cap found (RLS 3122); thence S35°37'14"E for a distance of 531.27 feet to a 1/2" rebar & cap found (RLS 3122); thence S78°15'04"E for a distance of 177.68 feet to a 1/2" rebar & cap found (RLS 3122); thence S89°34'48"E for a distance of 366.18 feet to a 1/2" rebar & cap found (RLS 3122); thence N84°36'12"E for a distance of 889.68 feet to a 1/2" rebar & cap found (RLS 3122); thence S00°44'34"E for a distance of 34.19 feet to a 1/2" rebar found; thence S00841'38"E for a distance of 371.65 feet to a 1" flat bar found; thence N89°38'25"W for a distance of 3622.14 feet to the **POINT OF BEGINNING**.

Said tract of land contains 2,589,508 square feet, or 59.447 acres, more or less.

STATE OF GEORGIA
COUNTY OF _____

PURCHASER’S AFFIDAVIT REGARDING BROKER’S LIENS

The undersigned deponent, **Lee Hearn** (“Deponent”), having personally appeared before the undersigned notary public and first having been duly sworn according to law, says under oath that:

1. Deponent has knowledge of the statements made herein and is qualified and authorized to make and deliver this Affidavit.
2. Deponent is the Chairman of the Board of Commissioners of **FAYETTE COUNTY, GEORGIA** (herein “Purchaser”), which Purchaser has on even date purchased the real property more particularly described in **Exhibit A** attached hereto (the “Property”).
3. As of the date hereof, all commissions and other compensation, if any, due from Purchaser to brokers or salespersons (including current installments of over-the-term commissions) with respect to the Property or leases therein have been paid, or have been waived in writing by said brokers or salespersons, and Purchaser has not received notice that any broker’s lien has been filed against the Property.
4. This Affidavit is made to induce a title insurance company to issue its owner’s title insurance policy insuring Purchaser’s title without exception for any possible lien arising from the Commercial Real Estate Broker Lien Act (O.C.G.A. §44-14-600, et seq.)

Sworn to and subscribed before me,
this ____ day of August, 2022.

Notary Public

Lee Hearn, Deponent (SEAL)

My commission expires: _____

(NOTARY SEAL)

EXHIBIT A**LEGAL DESCRIPTION**

All that tract or parcel of land, lying and being situate in Land Lots 140 & 141 of the 5th Land District of Fayette County, Georgia, being more particularly described as follows;

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Said tract of land contains 2,589,508 square feet, or 59.447 acres, more or less.

IT-AFF1 (Rev. 12/11)

AFFIDAVIT OF SELLER'S RESIDENCE

Seller's Name: MBT FAYETTE, LLC		Seller's Identification Number (SSN or FEI) 84-4098845 _____
Street Address 130 Garden Walk _____		Spouse's Identification Number (if jointly owned)
City Stockbridge	State Georgia	ZIP Code 30281

* If the Seller is a disregarded single member limited liability company (SMLLC), both the SMLLC and its owner should be listed as the Seller.

INSTRUCTIONS

This form is to be executed by the seller and furnished to the buyer to establish Georgia residency, so that withholding from the proceeds of the sale of property are not subject to the withholding laws of this state. (See O.C.G.A. §48-7-128.)

Sellers are not subject to withholding from the proceeds of sale if either they reside in Georgia, or they are deemed to be a Georgia resident by virtue of the fact that they have filed Georgia tax returns in the preceding two years, do business or own property in Georgia, intend to file a Georgia Tax return for the current year, and if they are a corporation or limited partnership, are registered to do business in this State.

The seller is to execute this affidavit by placing an initial in the blank preceding statements which apply. The buyer is to keep the affidavit and furnish a copy to the Department of Revenue only if requested.

Seller is exempt from withholding on the sale of property because:

- X Seller is a resident of Georgia.
- Seller is not a resident of Georgia, but is deemed a resident for purposes of withholding because **all** of the following apply:
- Seller is a nonresident who has filed Georgia tax returns for the preceding two years; AND
- Seller is an established business in Georgia and will continue substantially the same business in Georgia after the sale OR the Seller has real property remaining in Georgia at the time of closing of equal or greater value than the withholding tax liability as measured by the 100% property tax assessment of such remaining property; AND
- Seller will report this sale on a Georgia Income Tax return for the current year and file by its due date; AND
- If Seller is a corporation, limited liability company or limited partnership, Seller is registered to do business in Georgia.

For purposes of the exemptions, if the Seller is a disregarded single member limited liability company (SMLLC), the owner of such SMLLC must meet the requirements.

Under penalty of perjury, I swear that the above information is, to the best of my knowledge and belief, true, correct, and complete.

Angela Laney, Manager of MBT FAYETTE, LLC

Date

Sworn to and subscribed before me this ___ day of August, 2022

_____, Notary Public

My commission expires: _____

CERTIFICATE OF NON-FOREIGN STATUS

(Entity Transferor)

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by **MBT FAYETTE, LLC** (“Transferor”), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a disregarded entity as defined in section 1.1445-2(b)(2)(iii);
3. Transferor’s U.S. employer identification number is 84-4098845; and
4. Transferor’s office address is: 130 Garden Walk, Stockbridge, GA 30281

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Sworn to and subscribed before me
this ____ day of August, 2022.

Notary Public

Angela Laney (Seal)

My commission expires: _____

[NOTARY SEAL]

(This document must be retained by the transferee until the end of the fifth taxable year following the taxable year in which the transfer takes place.)

**INFORMATION FOR REAL ESTATE
1099-S REPORT FILING**

Section 6045 of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, requires the reporting of certain information on every real estate transaction. From the information you provide below, a Form 1099-S will be produced, and a copy of it will be furnished to you no later than January 31 of the next year. You are required by law to provide the Closing Agent with your correct taxpayer identification number. If you do not provide the Closing Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

I. <u>SELLER INFORMATION:</u>	
A. Taxpayer ID Type:	EIN
B. Seller's name(s):	MBT FAYETTE, LLC
C. Tax I.D.:	84-4098845
D. Address:	130 Garden Walk, Stockbridge, GA 30281
II. <u>TRANSACTION INFORMATION:</u>	
A. Closing Date:	August 12, 2022
B. Gross Proceeds:	\$500,000.00
C. Property Description:	Approximately 59.447 acres of land in Fayette County, Georgia
D. Prior to this transaction, was the subject property the Seller's principal residence?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
E. Buyer Address:	
III. <u>CLOSING AGENT INFORMATION:</u>	
A. Name:	Lawson, Beck and Sandlin LLC
B. Mailing address:	560 Newnan Crossing Bypass, Suite 100 Newnan, GA 30263
C. File No.	22-NWN-1026

Under penalty of perjury, the undersigned hereby certifies that the above information is correct and understands that it will appear on a 1099 that will be sent to me and to the Internal Revenue Service.

Dated: Closing Date

Sworn to and subscribed before me
on this ____ day of August, 2022

Notary Public
My Commission Expires: _____
{NOTARY SEAL}

(Seal)
Angela Laney



**CHICAGO TITLE INSURANCE COMPANY AND COMMONWEALTH LAND TITLE INSURANCE
COMPANY**

PROPERTY ADDRESS: APPROXIMATELY 59.447 ACRES OF LAND IN FAYETTE COUNTY, GEORGIA

**INDEMNITY & UNDERTAKING AGREEMENT
(GAP)**

WHEREAS, Chicago Title Insurance Company and Commonwealth Land Title (“Issuing Company” or “Company”) is about to issue its title insurance policy or policies or commitments therefor in respect to the land described in Commitment/Policy No. 22-NWN-1026 in favor of **FAYETTE COUNTY, GEORGIA** (as owner), its successors and/or assigns, all hereinafter referred to as the “Title Insurance Policy”;

AND WHEREAS, the Company has raised as title exceptions on the Title Insurance Commitment certain defects or other matters, hereinafter referred to as the “Exception”, more particularly described as follows:

Defects, liens, encumbrances, adverse claims or other matters created, first appearing in the public records or attaching subsequent to the Effective Date of the above-referenced Title Insurance Commitment but prior to recording the deed, mortgage or other instruments under which the Proposed Insured acquires the estate or interest covered by the Title Insurance Commitment.

AND WHEREAS, the Company has been asked to issue the Title Insurance Policy either without mention of the Exception or insuring against loss or damage by reason thereof;

AND WHEREAS, the Company may issue, either concurrently herewith or hereafter in the ordinary course of business, another policy or policies, in the form or forms now or then commonly used by the Company, or issue hold harmless or indemnity letters to induce other title insurance companies to issue title insurance policies or commitments, insuring title to said land or to some parts thereof or interest therein, either without mention of the Exception or insuring against loss or damage by reason thereof, all of the foregoing being hereinafter referred to as the Future Policies or Commitments;

NOW THEREFORE, in consideration of the issuance of the Title Insurance Policy and the payment of \$1.00 to the undersigned by the Company, the sufficiency and receipt of which is hereby acknowledged, the undersigned, hereby covenants and agrees with the Company:

1. to forever fully protect, defend and save the Company harmless from and against the Exception, in and from any and all actual loss, costs, damages, attorneys' fees and expenses of every kind and nature which it may suffer, expend or incur, or by reason, or in consequence of the Title Insurance Policy on account, or in consequence, or growing out of the Exception only, or on account of the assertion or enforcement or attempted assertion or enforcement thereof or of any rights existing or hereafter arising, or which may at any time be claimed to exist under, or by reason, or in consequence, or growing out of the Exception;
2. to provide for the defense, at its own expense, on behalf and for the protection of the Company and the parties insured or who may become insured, against loss or damage under the Title Insurance Policy (but without prejudice to the right of the Company to defend if it so elects) in all litigation consisting of actions or proceedings based solely on the Exception which may be asserted or attempted to be asserted, established or enforced in, to, upon, against or in respect to the land described in the Title Insurance Policy or any part thereof, or interest therein;

**INDEMNITY &
UNDERTAKING (GAP)**

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3. to pay, discharge, satisfy or remove the Exception and, when the Exception appears as a matter of public record, to clear the record by the recording or filing of releases, assignments, deeds or other appropriate instruments, or by the procurement of a final court order or judgment entered by a court of competent jurisdiction quieting the title of the insured, or declaring the Exception to be null and void and of no force and effect, on or before **30 DAYS AFTER RECEIPT OF DEMAND FROM THE COMPANY**, and
4. that each and every provision herein shall extend and be in force concerning Future Policies or Commitments.

The undersigned agrees that this Agreement is not intended to give any benefits, rights, privileges, actions or remedies to any person or party, other than the Company, the undersigned, and the insured, as a third party beneficiary or otherwise under any theory of law.

The undersigned hereby agrees that in lieu of an original written signature the facsimile or the electronically transmitted signature on this document will constitute a valid original signature to this document and can be relied upon for enforcement purposes.

IN WITNESS WHEREOF, the parties have executed this agreement this 12th day of August, 2022.

BUYER:

FAYETTE COUNTY, GEORGIA
a public body of the State of Georgia

By: _____ (Seal)
Name: Lee Hearn
Title: Chairman of the Board of Commissioners

SELLER:

MBT FAYETTE, LLC
A Georgia Limited Liability Company

By: _____ (Seal)
Name: Angela Laney
Title: Manager

WIRE AUTHORIZATION FORM

I request and authorize that Lawson & Beck, LLC wire our proceeds according to the wiring instructions either found below or attached hereto and indemnify and hold harmless Lawson & Beck, LLC for any clerical errors contained therein and any resulting delays.

Bank Name: _____

Routing Number: _____

Account Number: _____

Name on Account: _____

Address on Acct: _____

Phone: _____

Reference: _____

Signature:

MBT FAYETTE, LLC
a Georgia Limited Liability Company

By: _____ (Seal)

Name: Angela Laney

Title: Manager

Notary Public

File #22-NWN-1026

COMPANY RESOLUTIONS

The undersigned, being all of the members of **MBT FAYETTE, LLC** a Georgia limited liability company (the “Company”), acting pursuant to O.C.G.A. Section 14-11-309, hereby adopt the following resolutions by unanimous written consent, in lieu of a meeting, pursuant to applicable law:

WHEREAS, the Company has entered into that certain Real Estate Purchase and Sale Agreement (the “Agreement”) with **FAYETTE COUNTY, GEORGIA** (together with its designee or assignee, the “Purchaser”) to sell certain real property being particularly described as 59.447ac Fayette County and located in Fayette County, Georgia as more particularly described in the Agreement and as referenced in the legal description described as Exhibit “A” and attached hereto (the “Property”).

NOW, THEREFORE, BE IT RESOLVED, that the Company proceed with the sale of the Property to the Purchaser under and upon the terms as specified in the Agreement, including a purchase price of [Purchase Price].

BE IT FURTHER RESOLVED, that **Angela Laney** (“Manager”), acting alone, be and is hereby authorized and directed in her capacity as a Manager of the Company to take all acts on behalf of the Company to implement the foregoing resolution as she deems necessary or appropriate, as conclusively evidenced by the taking of such actions by the Manager, including but not limited to the execution and delivery of closing statements, affidavits, assignments, certifications, deeds (with or without warranty), bills of sale, amendments and any other documents, notices or instruments of any kind or nature whatsoever in connection with the consummation of the transaction referenced herein.

BE IT FURTHER RESOLVED, that any and all actions heretofore taken by the Manager or any member of the Company consistent with the foregoing resolutions are hereby approved, ratified and confirmed in all respects.

These Resolutions may be executed in any number of counterparts. It shall not be necessary for more than one member to execute any one counterpart, provided that each member shall have executed at least one counterpart, in which event all of said counterparts together shall be one and the same document. These Resolutions shall be delivered to the Company for inclusion in its records.

These Resolutions shall be effective as of August 12, 2022.

Name: **Angela Laney, Sole Member**

CONSTITUTING ALL OF THE MEMBERS OF THE COMPANY.

Signature: 
Amanda Schoonover (Aug 5, 2022 08:53 EDT)

Email: aschoonover@fayettecountyga.gov

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to transfer \$250,000 from CIP #206AF to a new Capital Improvement Program (CIP) project for property improvements, and transfer \$50,000 from the remaining funds in CIP #206AF to Parks Contingency for future needs.

Background/History/Details:

Staff is requesting funds to begin capital improvements to the property. Staff requests to transfer funds from CIP project #206AF (McCurry Park Multi-purpose field light installation) in the amount of \$300,000. These funds would be allocated as follows: \$250,000 to create a new CIP project for capital improvements to the newly purchased property. The remaining \$50,000 would be transferred to Parks Contingency for future needs. The transfer would close project #206AF.

Staff has included two concept images for illustrative purposes only. No level of design or cost estimating has been completed at this time.

What action are you seeking from the Board of Commissioners?

Approval to transfer \$250,000 from CIP #206AF to a new Capital Improvement Program (CIP) project for property improvements, and transfer \$50,000 from the remaining funds in CIP #206AF to Parks Contingency for future needs.

If this item requires funding, please describe:

Transfer \$300k from 206AF to be directed: \$250,000 new CIP and \$50,000 to Parks Contingency.

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

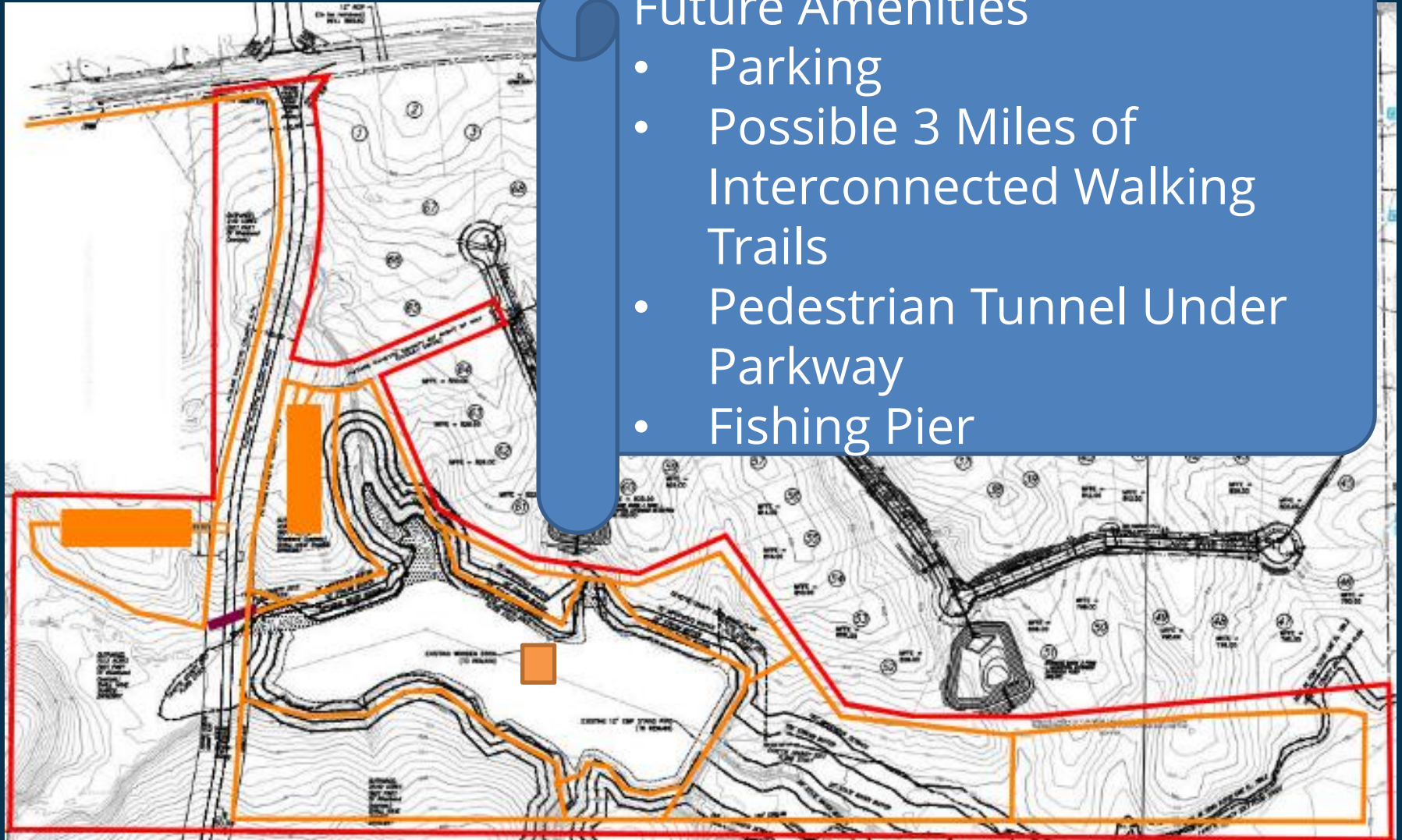
Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

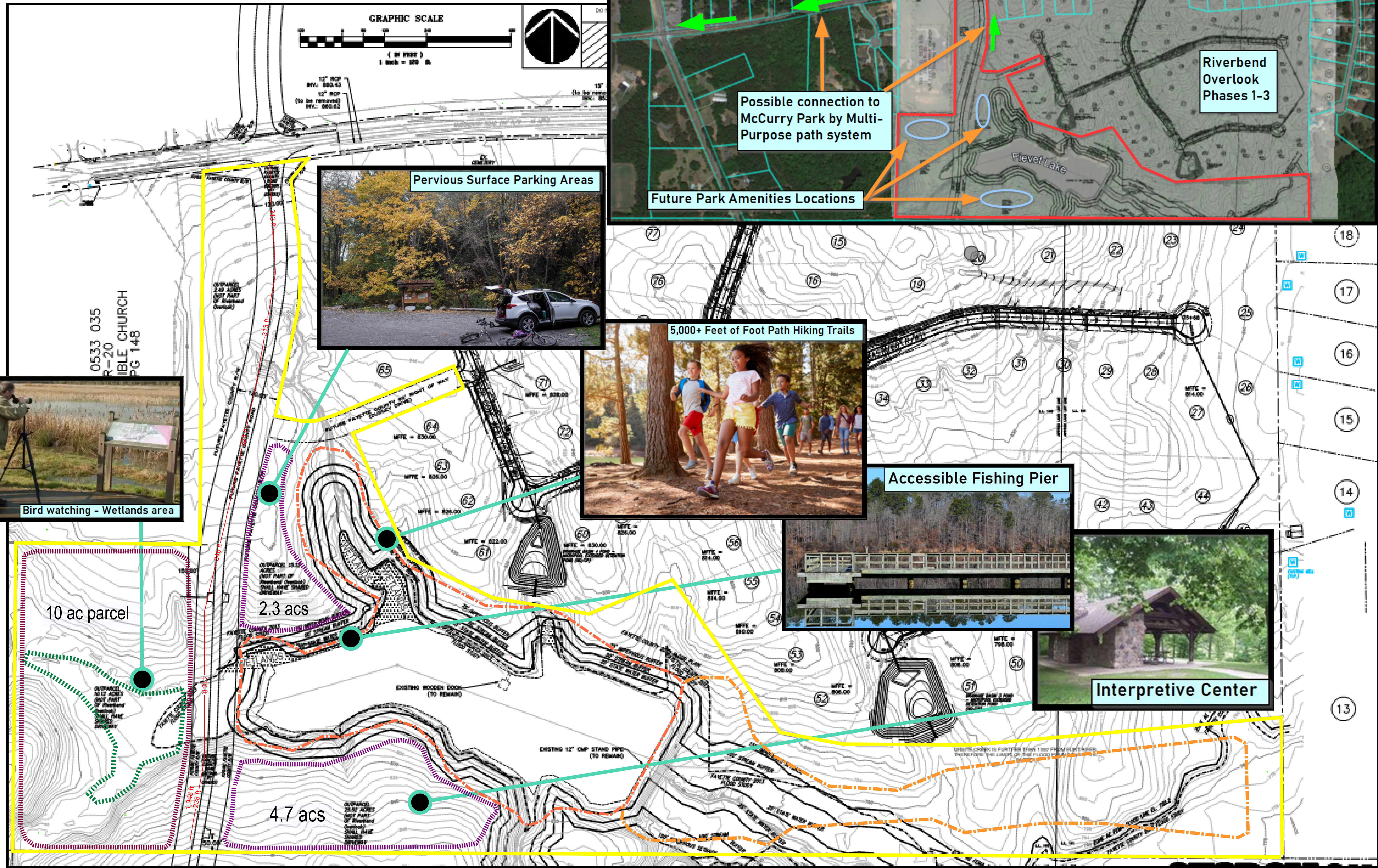
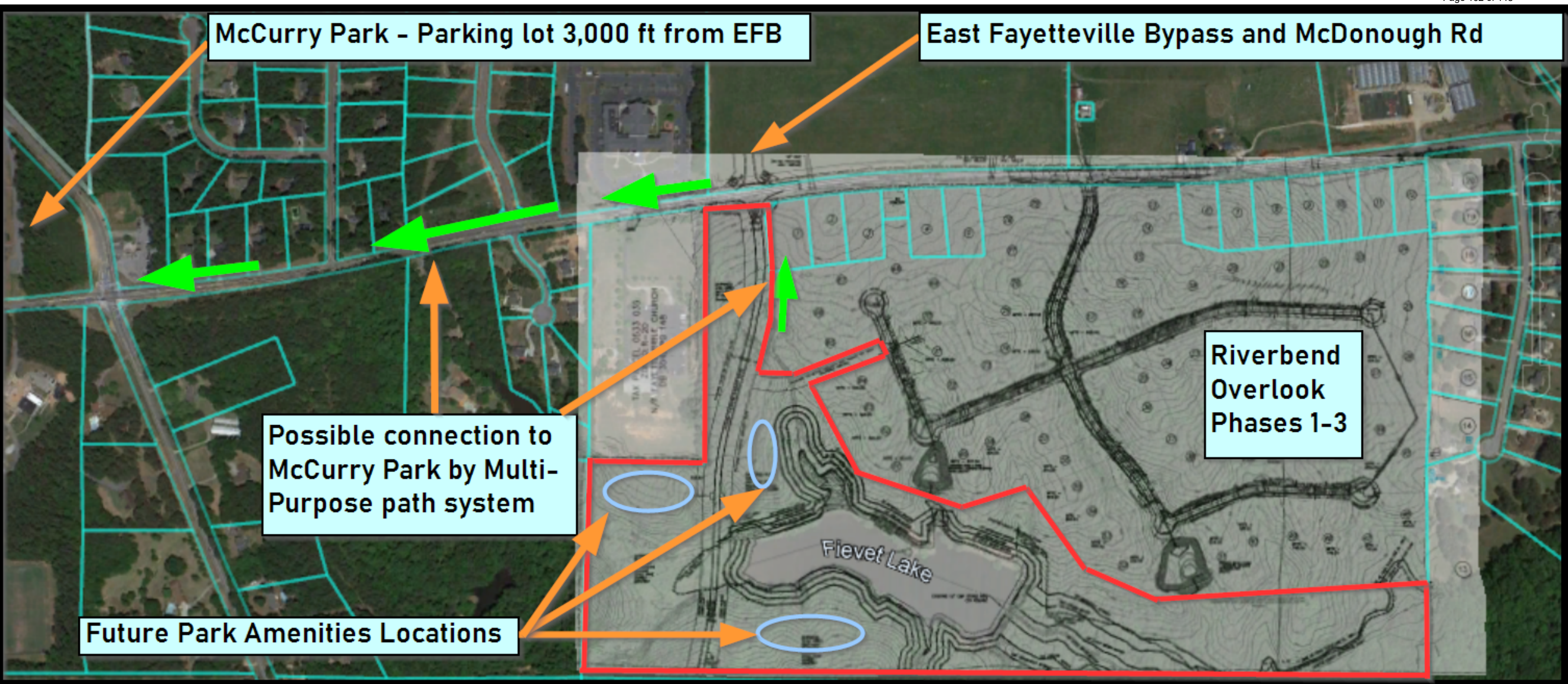
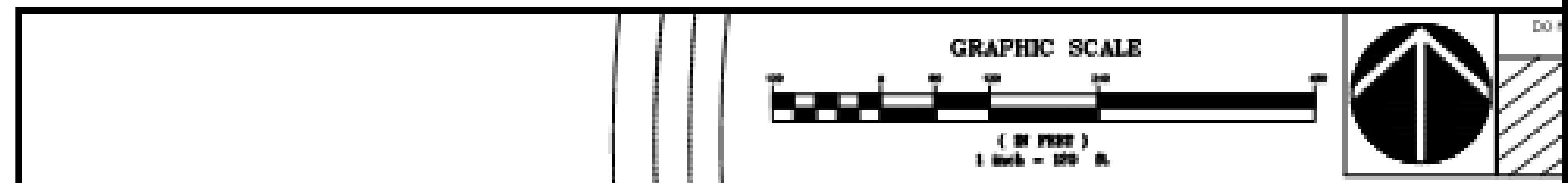
Administrator's Approval

Staff Notes:



Future Amenities

- Parking
- Possible 3 Miles of Interconnected Walking Trails
- Pedestrian Tunnel Under Parkway
- Fishing Pier



COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to approve a contract with Badger Meter, Inc. the selected respondent to RFP -2000-P Advanced Metering Infrastructure (AMI) Solution RFP 2000-P, for purchase and installation of 31,517 water meters and cellular endpoints for a not-to-exceed amount of \$13,676,102.

Background/History/Details:

Fayette County Water System (FCWS) serves 31,517 customers and the metering infrastructure has reached its useful end-of-life. The Metropolitan North Georgia Water Planning District requires local water providers to conduct a system-specific study for Advanced Metering Infrastructure by December 2018. Staff proposed migrating to an AMI platform during the 2018 and 2019 Retreats as a long term solution. In May of 2021, the Board of Commissioners approved the AMI Project to be funded with part of the county's allocation of the American Rescue Plan Act funds.

Seven vendors responded to the AMI RFP solicitation. The selection committee comprised of four staff and one Water Committee member based their evaluation of each proposal on responsiveness (Round 1), detailed proposal evaluations and price (Round 2). Based on Round 1 & 2 technical and pricing scoring, two vendors were selected for a final Round 3 evaluation of in-person product/installation demonstrations, reference checks and best and final price proposals.

Badger Meter scored highest overall in both Rounds 2 and 3. This score reflects the proposed Badger solution based upon using a leading cellular solution provider focused on water utilities; offering a proven software integrated customer portal "EyeonWater", and Badger's installer, PedalValves, demonstrating the most organized and coordinated install process.

What action are you seeking from the Board of Commissioners?

Approval of a contract with Badger Meter, Inc. the selected respondent to RFP -2000-P Advanced Metering Infrastructure (AMI) Solution RFP 2000-P, for purchase and installation of 31,517 water meters and cellular endpoints for a not-to-exceed amount of \$13,676,102.

If this item requires funding, please describe:

Funding would be \$9.2 million allocated under the American Rescue Plan Act funds; General Fund interfund loan of \$3,976,102 and \$500,000 from AMI CIP project.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval


Staff Notes:

Note: The General Fund interfund loan of \$3,976,102 would be a General Fund Designated Restriction and not used until FY2025 (ARP \$9.2M funds would be spent first). This loan will be repaid in full during FY2026, based upon estimated enhanced usage billing.



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

To: Steve Rapson

From: Ted L. Burgess 

Date: August 25, 2022

Subject: RFP #2000-P: Fayette County Water System AMI Project

The Fayette County Water System proposes to replace its aging water metering infrastructure with an Advanced Metering Infrastructure (AMI) system to meet current and future needs, and to address challenges such as meter accuracy, non-revenue water loss, and operational efficiency.

In June 2021, the Board of Commissioners awarded Contract #1867-P, Task Order #3 to the Water System Engineer or Record (Arcadis U.S., Inc.) for implementation planning and procurement support.

In January 2022, the county issued Request for Proposals (RFP) #2000-P for a contractor to provide all equipment and services required for an AMI system, including, water meters and endpoints, installation, software, annual support, and any other equipment or services needed. Notice of the opportunity was emailed to 59 companies. Another 320 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity codes 89044 (Water Meters), 89046 Meter Reading Devices), 96185 (Utility Services, Water), 96858 (Meter Reading Services), and 96891 (Water Supply Analysis, Infrastructure Analysis, Long Term Planning). The offer was also advertised through Georgia Local Government Access Marketplace, the Fayette County Website, the Fayette County News, and Channel 23. In compliance with Federal requirements for use of Federal funds, seven firms were contacted who had registered on the U.S. Small Business Administration's database.

A portion of the funding for this project will come from a grant through the American Rescue Plan Act of 2021 (ARPA). For this reason, Federal uniform administrative requirements at 2 CFR 200 were followed in the solicitation.

Because of the size and importance of the project, responding companies were subjected to three rounds of competitive evaluation:

Round 1: Responsiveness – Companies had to meet minimum mandatory qualifications, meet proposal format requirements, and attend the mandatory pre-proposal conference.

Round 2: Proposal Evaluations – Evaluation Committee members scored proposals on Responder Qualifications & Experience (20 points), Technical Proposal & Project Approach (35 points), Project Team Organization & Staffing (15 points), and Pricing Proposal (30 points).

Round 3:

Part 1 Software Demonstration, Interview, & Reference Checks (70 points)

Part 2: Best and Final Price (30 points).

Seven companies submitted proposals, and met Round 1 requirements. The Evaluation Team scored their Round 2 proposals, with the two best scoring being Badger Meter, Inc. and Delta Municipal Supply, Inc. (Attachment 1).

Badger Meter and Delta Municipal Supply each gave an interview and software demonstration, and submitted a Best and Final Offer, which were scored (Attachment 2). The Water System recommends award of a contract to Badger Meter, Inc. which earned the highest scores in both evaluated rounds.

There is not a previous contract with Badger Meter, so a Contractor Performance Evaluation is not available. References were checked as a part of the evaluation process, and were favorable.

Specifics of the proposed contract are as follows:

Contract Name	2000-P: Fayette County Water System AMI Project
Contractor	Badger Meter, Inc.
Not-to-Exceed Amount	\$13,676,102

Sources of Capital Funding:

Revenue Recovery – Small & Large Meters	\$3,976,102
CIP #23WSG: AMI Project	500,000
American Rescue Plan Act (ARPA)	<u>9,200,000</u>
Total Sources of Capital Funding	\$13,676,102

RFP 2000-P: Round 2 Proposal Review Scorecard

		Raw Scores								
FCWS Evaluator	Criteria	Max Points	Core & Main (cellular)	Mueller (fixed)	Delta Municipal (cellular)	Consolidated Pipe (fixed)	Aclara (fixed)	Badger Meter (cellular)	Kendall Supply (fixed)	
Merit	#1	Quals & Experience	20	21	21	12	24	21	15	27
		Tech Proposal - Cell	35	1275		1265			1245	
		Tech Proposal - Fixed			1187		1275	1545		1457
		Project Approach		97	78	81	90	144	138	139
		Tech Questions		78	118	95	94	178	134	120
		Project Team		15	10	12	10	10	12	10
		Merit Total Score								
	#2	Quals & Experience	20	18	12	18	15	24	21	21
		Tech Proposal - Cell	35	1570		1454			1661	
		Tech Proposal - Fixed			1600		1586	1725		1842
		Project Approach		187	171	134	161	154	170	188
		Tech Questions		178	154	118	155	188	191	179
		Project Team		15	8	12	16	12	16	16
		Merit Total Score								
	#3	Quals & Experience	20	24	21	27	12	27	24	30
		Tech Proposal - Cell	35	1821		1941			1997	
		Tech Proposal - Fixed			1648		1737	1858		2272
		Project Approach		211	200	187	150	190	202	229
		Tech Questions		214	170	192	207	224	250	250
		Project Team		15	14	14	20	8	18	16
		Merit Total Score								
	#4	Quals & Experience	20	15	21	18	21	12	24	12
		Tech Proposal - Cell	35	1013		950			1092	
		Tech Proposal - Fixed			992		1006	1149		1215
		Project Approach		128	113	98	109	95	124	139
		Tech Questions		114	97	84	111	132	133	134
		Project Team		15	12	14	12	14	10	16
		Merit Total Score								
#5	Quals & Experience	20	21	12	30	12	24	27	15	
	Tech Proposal - Cell	35	1516		1493			1917		
	Tech Proposal - Fixed			1177		1039	1772		1580	
	Project Approach		158	108	140	102	189	216	162	
	Tech Questions		180	100	137	112	165	225	182	
	Project Team		15	14	12	18	8	16	20	12
	Merit Total Score									
All Evaluators - Average Merit Score										
Pricing	Capital Cost NPV		\$ 15,464,563	\$ 11,351,736	\$ 13,190,851	\$ 14,836,915	\$ 13,396,524	\$ 12,659,033	\$ 14,642,851	
	Operating Cost NPV		\$ 3,146,106	\$ 2,892,170	\$ 2,444,217	\$ 688,966	\$ 3,535,689	\$ 3,001,152	\$ 3,238,323	
	Total Cost NPV		\$ 18,610,669	\$ 14,243,906	\$ 15,635,068	\$ 15,525,881	\$ 16,932,213	\$ 15,660,185	\$ 17,881,174	
	Assigned Price Points - comparative analysis		Weighting	30%		Max Points 30				
Overall Evaluation Round 2 - Merit plus Price										
Round 2 Ranking										

		Weighted Evaluated Score							
FCWS Evaluator	Criteria	Core & Main (cellular)	Mueller (fixed)	Delta Municipal (cellular)	Consolidated Pipe (fixed)	Aclara (fixed)	Badger Meter (cellular)	Kendall Supply (fixed)	
		Merit	#1	Quals & Experience	14.0	14.0	8.0	16.0	14.0
Tech Proposal - Cell	16.9			14.7	16.7	15.5	19.9	16.6	18.3
Tech Proposal - Fixed									
Project Approach									
Tech Questions									
Project Team	7.5			9.0	7.5	7.5	9.0	7.5	10.5
Merit Total Score	38.4			37.7	32.2	39.0	42.9	34.1	46.8
#2	Quals & Experience		12.0	8.0	12.0	10.0	16.0	14.0	14.0
	Tech Proposal - Cell		21.2	21.1	18.7	20.9	22.7	22.2	24.2
	Tech Proposal - Fixed								
	Project Approach								
	Tech Questions								
	Project Team		6.0	9.0	12.0	9.0	12.0	12.0	7.5
	Merit Total Score		39.2	38.1	42.7	39.9	50.7	48.2	45.7
#3	Quals & Experience		16.0	14.0	18.0	8.0	18.0	16.0	20.0
	Tech Proposal - Cell		24.6	21.5	25.5	22.3	24.2	26.9	29.4
	Tech Proposal - Fixed								
	Project Approach								
	Tech Questions								
	Project Team		10.5	10.5	15.0	6.0	13.5	12.0	13.5
	Merit Total Score		51.1	46.0	58.5	36.3	55.7	54.9	62.9
#4	Quals & Experience		10.0	14.0	12.0	14.0	8.0	16.0	8.0
	Tech Proposal - Cell		13.8	12.8	12.4	13.0	14.6	14.8	15.8
	Tech Proposal - Fixed								
	Project Approach								
	Tech Questions								
	Project Team		9.0	10.5	9.0	10.5	7.5	12.0	6.0
	Merit Total Score		32.8	37.3	33.4	37.5	30.1	42.8	29.8
#5	Quals & Experience	14.0	8.0	20.0	8.0	16.0	18.0	10.0	
	Tech Proposal - Cell	20.3	14.7	19.4	13.3	22.6	25.9	20.5	
	Tech Proposal - Fixed								
	Project Approach								
	Tech Questions								
	Project Team	10.5	9.0	13.5	6.0	12.0	15.0	9.0	
	Merit Total Score	44.8	31.7	52.9	27.3	50.6	58.9	39.5	
All Evaluators - Average Merit		41.3	38.2	43.9	36.0	46.0	47.8	44.9	
Pricing	Capital Costs								
	Operating Costs								
	Total Costs								
	Assigned Price Points - comparative	20.8	30.0	27.1	27.3	24.3	27.0	22.3	
Overall Evaluation Round 2 - Merit plus Price		62.1	68.2	71.0	63.3	70.3	74.8	67.3	
Round 2 Ranking		7	4	2	6	3	1	5	

RFP 2000-P: Round 3 Interview and BAFO Scorecard

	FCWS Evaluator	Category	Criteria	Proposal Section	Max Raw Scores	Weight	Max Points	Raw Scores		Weighted Evaluated Score	
								Delta Municipal (Cellular)	Badger Meter (Cellular)	Delta Municipal (Cellular)	Badger Meter (Cellular)
Interview	#1	Technical Merit	Interview	Q/A	110	15%	15	64	60.5	8.7	8.3
			Demonstration	System Functionality	100	35%	35	56	72	19.6	25.2
			Project Approach	Proj. Implementation, Introduction, Reference calls	120	20%	20	56	86	9.3	14.3
		Evaluator #1 Interview Technical Merit Total Score							176	218.5	37.7
	#2	Technical Merit	Interview	Q/A	110	15%	15	88	88	12.0	12.0
			Demonstration	System Functionality	100	35%	35	70	90	24.5	31.5
			Project Approach	Proj. Implementation, Introduction, Reference calls	120	20%	20	91.5	99	15.3	16.5
		Evaluator #2 Interview Technical Merit Total Score							249.5	277	51.8
	#3	Technical Merit	Interview	Q/A	110	15%	15	95	88	13.0	12.0
			Demonstration	System Functionality	100	35%	35	84	81	29.4	28.4
			Project Approach	Proj. Implementation, Introduction, Reference calls	120	20%	20	101	96	16.8	16.0
		Evaluator #3 Interview Technical Merit Total Score							280	265	59.2
	#4	Technical Merit	Interview	Q/A	110	15%	15	59	84.7	8.0	11.6
			Demonstration	System Functionality	100	35%	35	51	69	17.9	24.2
			Project Approach	Proj. Implementation, Introduction, Reference calls	120	20%	20	74	91	12.3	15.2
		Evaluator #4 Interview Technical Merit Total Score							184	244.7	38.2
	#5	Technical Merit	Interview	Q/A	110	15%	15	77	99	10.5	13.5
			Demonstration	System Functionality	100	35%	35	70	90	24.5	31.5
			Project Approach	Proj. Implementation, Introduction, Reference calls	120	20%	20	91	108	15.2	18.0
		Poff Interview Technical Merit Total Score							238	297	50.2
All Evaluators - Average Technical Merit Score							225.5	260.44	47.4	55.6	
Best & Final Pricing	Capital Cost NPV							\$ 11,033,799	\$ 11,615,586		
	Operating Cost NPV							\$ 2,444,217	\$ 3,200,367		
	Total Cost NPV							\$ 13,478,016	\$ 14,815,953		
	Assigned Price Points based on comparative analysis							Weighting Max Points	30	30.0	27.0
Overall Evaluation Round 3 - Technical Merit plus Price									77.4	82.6	
Round 3 Ranking									2	1	



AMI Project Briefing

Board of Commissioners

Solicitation # 2000-P Fayette County Water System

August 25, 2022



Agenda

Project Background

Proposal Evaluation Process

Procurement Results

Budget Review

Questions

Strive to provide customers with the highest quality sustainable water in the region.

AMI Project Goals

1. Increase reliability and accuracy of water metering
2. Reduce water loss system wide
3. Streamline FCWS' meter-to-cash process
4. Improve customer field services
5. Improve consumer engagement and customer service by providing self-serve tools for managing water usage and detecting leaks

1

Minimum Qualifications

2

Merit and Proposal Price ¹

3

Part 1 – Interview, System
Demonstration, and Reference Calls

3

Part 2 - Best and Final Offer (Price
Only)

Round 3 Evaluation Criteria

Interview & System
Demonstration -
Maximum of 70 points

Price –
Maximum of 30 points

¹ Merit is based on 302 requirements and 27 technical questions in the RFP

Overall Evaluation Round 2

Badger and Delta Municipal were the top two responses after Round 2.

Round 2 - Merit plus Price



Prioritized and Selected RFP Alternates between Rounds 2 and 3

1. Selected static meters instead of mechanical meters for all sizes
2. Omitted the following alternatives from the pricing request:
 - a. GIS integration services
 - b. Dual check valve replacement
 - c. Meter test bench and meter testing services for random testing of meter shipments (FCWS will utilize meter testing certifications completed at the factory)

Static Meters vs Mechanical Meters

Cost Savings

Meter Type	Percent Loss Due to Under-Registration (%)			
	Year			
	0	5	10	15
Static	0.60	0.60	0.60	0.60
Mechanical	3.20	4.45	5.70	6.95

- *Increased capital costs in return for lifecycle savings*
- *Ability to measure low flows which will result in increased revenue for FCWS over the 15-year project lifecycle*
- *Continued and enhanced meter accuracy due to the absence of moving parts*

Sources:

- *Comparing Low-Flow Accuracy of Mechanical and Electronic Meters, (Utah Water Research Laboratory 2016)*
- *Residential Water Use Patterns (Paul T. Bowen, et al, AWWA Research Foundation, 1993)*

Key Assumptions (based on residential only)

1. Based on actual FCWS customer usage for ¾” and 1” services, the per service water consumption:
 - ~ 300 gallons per day
 - Annual per capita consumption is 109,500 gallons.
2. Using existing rate structure
 - 0 – 2,000 gallons -- base rate of \$18.48
 - 2,001 – 19,999 gallons – base rate \$3.23 per 1,000 gallons
 - Cost per gallon of water consumed is \$0.004547.

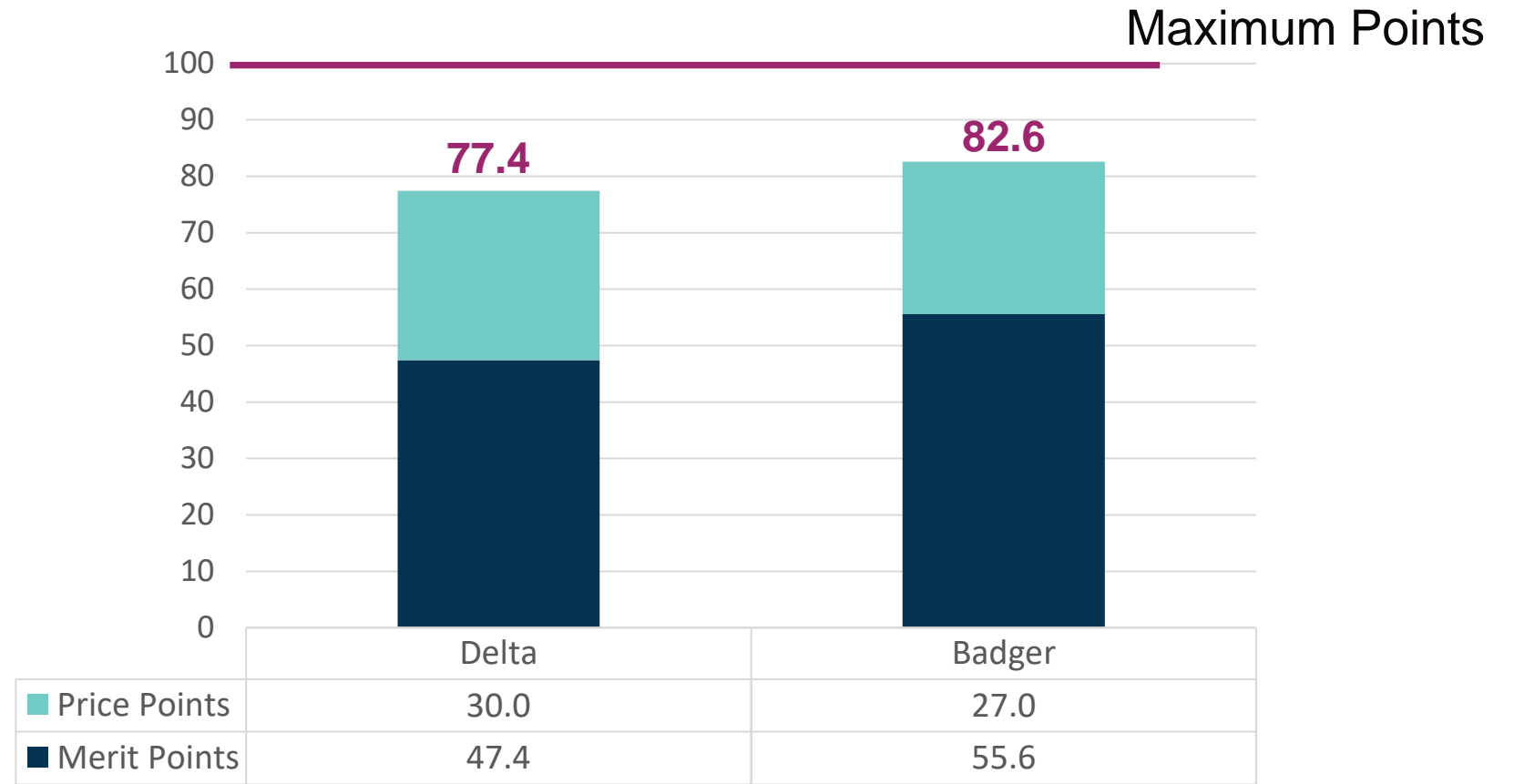
Average residential annual bill per service is \$497.93.

Lifecycle Benefits/Costs – Selecting Static for ¾” and 1”	Value (\$)
Benefits (Static over Mechanical)	\$9,077,480
Costs	\$1,834,945

**Breakeven in Year 4 (2027)
justifying selection of static meters**

Overall Round 3 Results – Shortlisted Vendors

Badger has the most points as a result of this proposal evaluation.



Badger Meter scored the highest evaluation points during both proposal rounds.

Conclusions

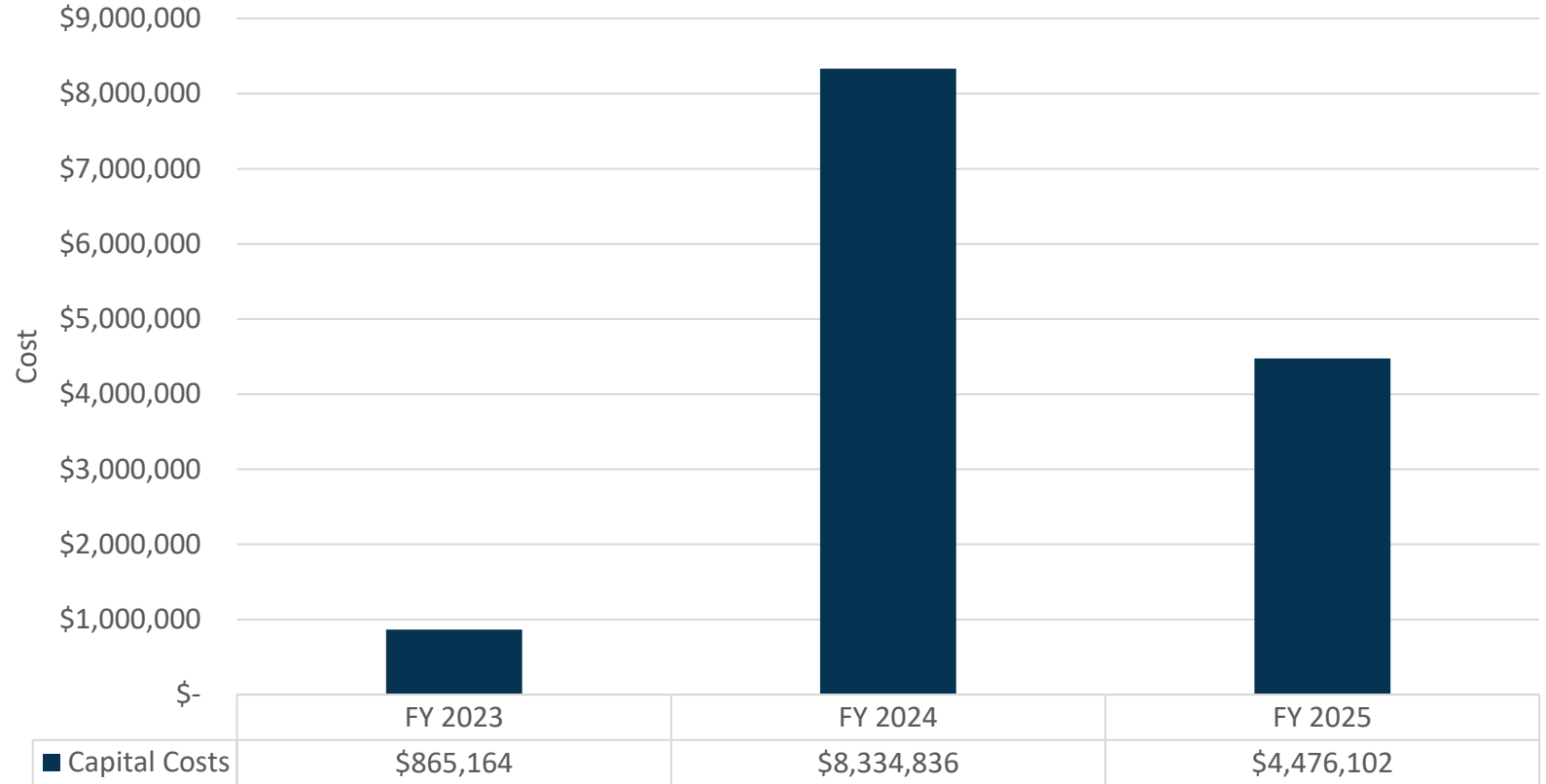
Selection Justification:

- ✓ Badger Meter is the leading AMI Cellular solution in the market focused on water utilities. Neptune's (Delta) cellular solution is relatively new in the market.
- ✓ Badger Meter has a mature AMI software offering compared to Neptune (Delta) with features that FCWS needs.
- ✓ The Badger Meter offering includes an integrated customer portal - EyeonWater®.
- ✓ Badger Meter reference calls including Pedal Valves (installation contractor) were favorable.
- ✓ Badger Meter scored highest overall in Round 2 and Round 3 of this proposal evaluation.

Item	Total Capital Cost (Cash)			TOTAL
	Year 0 (FY 2023)	Year 1 (FY 2024)	Year 2 (FY 2025)	
AMI Vendor Project Implementation Services	\$283,445	\$0	\$0	\$283,445
Installation Project Management Services	\$142,984	\$272,280	\$136,140	\$551,404
Meter Installation Labor	\$58,484	\$2,157,847	\$1,078,924	\$3,295,255
Meter Equipment and Appurtenances	\$153,542	\$5,574,886	\$2,787,443	\$8,515,871
Bonding	\$26,710	\$26,709	\$26,709	\$80,128
Professional Services Oversight (EOR)	\$200,000	\$150,000	\$100,000	\$450,000
Contingency	\$0	\$153,114	\$346,886	\$500,000
TOTAL	\$865,164	\$8,334,836	\$4,476,102	\$13,676,102

Cashflow – Proposed Deployment Schedule

- **Total Capital: \$13.68 Million**
- **Timeline: 2.5 Years**
- **\$433.93/meter**
- **Majority of the cost is in the selection of static meters.**



- **Installation of 500 water meters and endpoints**
- Project Implementation & System Integration

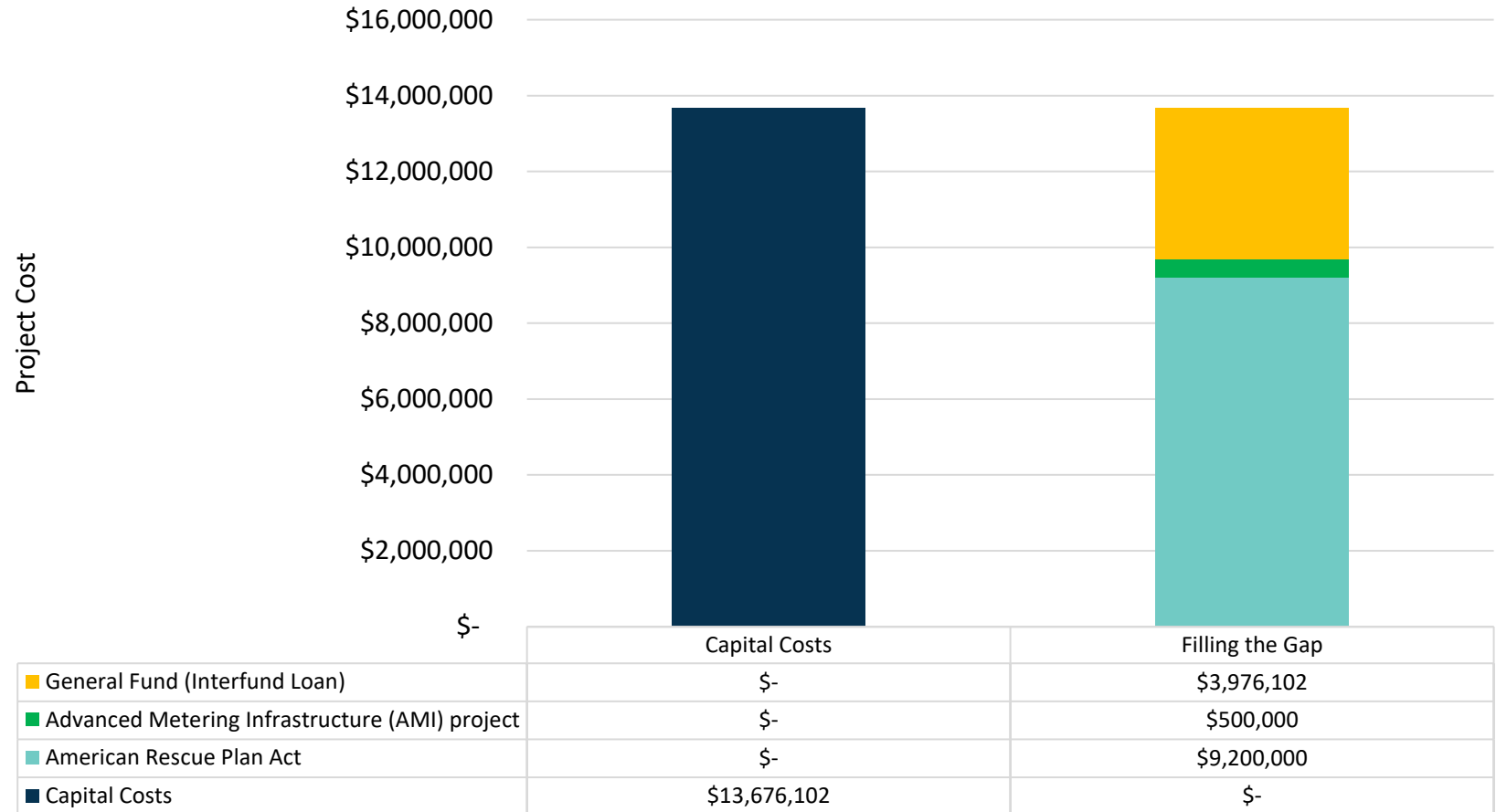
- **Installation of 21,000 water meters and endpoints**
- Project Management

- **Installation of remaining 10,017 water meters and endpoints**
- Project Management

Budget Assessment Overview

Planned project duration:

- Total 2.5 years

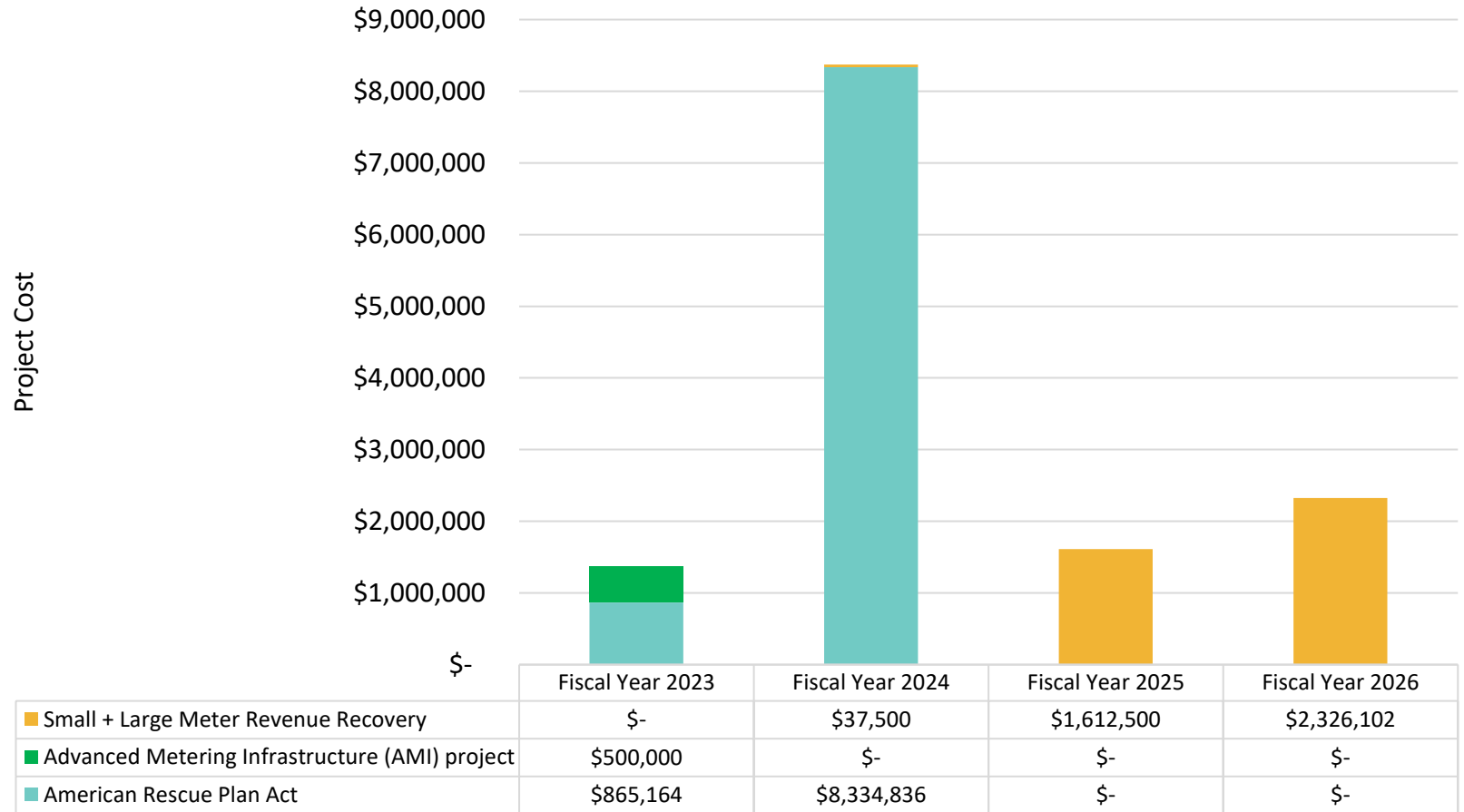


Capital Costs = Filling the Gap = \$13,676,102

Budget Assessment – Year-by-Year Breakdown

Planned project duration:

- Total 2.5 years
- Total project capital cost is \$13,676,102



Small + Large Meter Revenue Recovery will repay the General Fund Interfund loan \$3.9 M in FY2024, FY2025, and FY2026

Advanced Metering Infrastructure (AMI) project budget transfer from Retained Earnings in FY2023

American Rescue Plan Act funding of \$9.2 M has been allocated to fund FY2023 and FY2024

Questions?



COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to approve a Billing Services Agreement between Fayette County and the Town of Brooks to set a sewer billing rate from \$1.62 per customer to \$1.82 per customer.

Background/History/Details:

The Fayette County Water System bills sewer for the Town of Brooks. The sewer bills are based on water consumption and the bill is sent to the customers each month on the same bill with their water bill. Currently, the Water System charges \$1.62 per customer for each sewer bill that is sent out.

Careful analysis was conducted of the cost associated for the Fayette County Water System to bill sewer for these four entities. The analysis takes into account both direct and indirect costs. The analysis showed that the cost to do sewer billing is significantly more than what is being collected. Therefore, the Water System is recommending raising the billing fee from \$1.62 per customer to \$1.82 per customer.

This increase would be effective August 1, 2022. Peachtree City Water & Sewerage Authority, the City of Fayetteville, the Town of Tyrone, and the Town of Brooks have reviewed the analysis and agreed with this recommendation.

What action are you seeking from the Board of Commissioners?

Approval a Billing Services Agreement between Fayette County and the Town of Brooks to set a sewer billing rate from \$1.62 per customer to \$1.82 per customer.

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:

STATE OF GEORGIA

COUNTY OF FAYETTE

BILLING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 18 day of July, 2022, by and between **FAYETTE COUNTY**, a political subdivision of the State of Georgia acting by and through its Board of Commissioners, hereinafter referred to as the "County", and the **TOWN OF BROOKS**, a municipal corporation of the State of Georgia acting by and through its Mayor and Council, hereinafter referred to as the "Town", for the purpose of the County providing billing services for the Town, hereinafter referred to as the "Agreement".

WITNESSETH:

WHEREAS, the County and the Town are parties to an existing billing services agreement entered into on or about June 16, 2014 (the "Prior Agreement"); and

WHEREAS, the County and the Town desire to replace the Prior Agreement with this Agreement primarily to increase the billing cost per customer as recited in the Prior Agreement from \$1.62 per customer to the county approved billing cost per customer per month; and

WHEREAS, the County and the Town desire to incorporate all other rights and responsibilities provided in the Prior Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged by the County and the Town, the County and the Town hereby agree as follows:

1.

The Town has previously provided the County a complete list of all active sewer customers of the Town. The Town will supplement the list on a monthly basis with any

additions or deletions. The Town is responsible for the accuracy of the billing list. The Town will provide the County with the Town's current sewer billing rates to be applied to the monthly water usage by the Town's sewer customers.

2.

The County will supply the Town with monthly reports concerning the Town's sewer customers. The monthly reports will include: the sewerage accounts receivable; the monthly sewerage adjustments; the monthly list of sewerage bad debts; the activity summary; the billing register; and the monthly remittance summary. The County will provide, when possible, additional reports requested by the Town at a cost agreed upon between the County and the Town.

3.

The County shall bill the Town's sewer customers identified by the Town's list of sewer customers monthly based upon the Town-supplied sewer rates applied to the water usage. The County will collect the funds due the Town, including any additional service charges due the Town, and will remit those funds to the Town, less the County's charge for the billing services as provided in paragraph 5 of this Agreement, by the 20th of the following month.

4.

The Town will notify the County of any adjustment made to an account in writing. When an account becomes 180 days past due, the account will be dropped from the County's billing list and referred to the Town for billing and collection of the account by the Town.

5.

The County will provide the monthly billing services and reports identified in paragraph 2 above, at the the county approved billing cost per customer per month. Any equipment or computer program changes required to service the Town's sewer customers shall be paid by the Town, after first being approved by the Town. Both parties agree that these rates are subject to change from time to time as determined by the Fayette County Board of Commissioners and approved by the Town.

6.

This Agreement shall continue in effect for three (3) years from the date first above written. Should either party desire to terminate this Agreement, written notice must be provided to the other party. A notice of termination will not be effective until 180 days subsequent to receipt of the notice by the other party. This Agreement shall automatically renew for an additional three (3)-year term unless either party provides the requisite 180-day notice of termination. The parties desire that this Agreement continually renew for additional three (3)-year terms unless and until one of the parties desires to terminate and provides the requisite 180 days notice of termination.

7.

This Agreement supersedes any and all other documents, including, but not limited to, the Prior Agreement, either oral or in writing, between the parties with respect to this subject matter. No other agreement, statement, or promise relating to the subject matter of this Agreement shall be valid or binding unless in writing and signed by the parties.

8.

The validity of this agreement and any of its terms and provisions, as well as the rights and

duties of the parties under this Agreement, shall be governed by the laws of the State of Georgia.

9.

Should a court of competent jurisdiction determine that any term, provision, or part of this Agreement is invalid, unenforceable, or void for any reason whatsoever, then such invalid, unenforceable, or void term, provision, or part shall be severed from the remainder of this Agreement.

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

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY

(SEAL)

By: _____
Lee Hearn, Chairman

ATTEST:

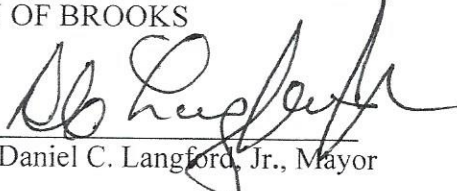
Tameca P. Smith, County Clerk

Approved as to form:

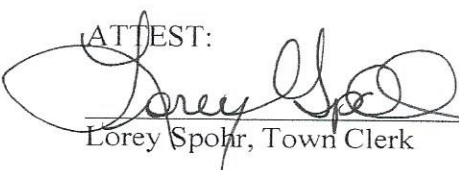
County Attorney

(SEAL)

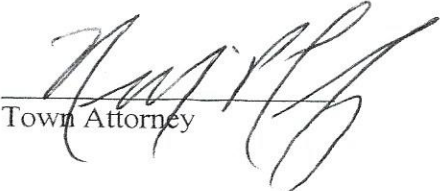
MAYOR AND COUNCIL FOR THE
TOWN OF BROOKS

By: 
Daniel C. Langford, Jr., Mayor

ATTEST:


Lorey Spahr, Town Clerk

Approved as to form:


Town Attorney

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to approve Ordinance 2022-03 to revise Georgia Code Chapter 26, Article III, Section 26-57, Subsections (b), (d), and (e) revising provisions pertaining to Registration fee, Reciprocal agreement, and Transfer of ownership of motorized carts.

Background/History/Details:

Staff recommends revising Georgia Code Subsections (b), (d) and (e) in Section 26-57 of Article III of Chapter 26 pertaining to the registration fee, reciprocal agreement and transfer of ownership of motorized carts established in Ordinance 2014-05 and 2014-13.

Subsection (b) discusses the "Registration fee". Currently, the unincorporated county registration fee is \$12 every five years. Staff recommends amending the registration to no fee (\$0). The registration will only require a renewal of information on file, due to a change in ownership, address change, or disposal of the cart. Subsection (d) discusses the "Reciprocal agreement". Staff recommends removing the first sentence of the subsection for clarification. Subsection (e) discusses the "Transfer of ownership". Currently, the cost of a transfer is \$5. Staff recommends amending the transfer fee to no fee (\$0).

As identified in previous discussions related to motorized cart permitting, the registration is a public safety function. The registration allows public safety to collect necessary information in the event the registered cart is involved in an accident or hazardous activities. Staff will continue to maintain the log of cart registration decals, if the need for information arises, and provide the registration decals to citizens at \$0 cost. Attached is the County code referenced in this memo.

What action are you seeking from the Board of Commissioners?

Approval of Ordinance 2022-03 to revise Georgia Code Chapter 26, Article III, Section 26-57, Subsections (b), (d), and (e) revising provisions pertaining to Registration fee, Reciprocal agreement, and Transfer of ownership of motorized carts.

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:

STATE OF GEORGIA

FAYETTE COUNTY

ORDINANCE

NO. 2022-_____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR FAYETTE COUNTY, GEORGIA; TO REVISE PROVISIONS PERTAINING TO REGISTRATION OF MOTORIZED CARTS; TO PROVIDE FOR SEVERABILITY; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS FOR FAYETTE COUNTY AND IT IS HEREBY ENACTED PURSUANT TO THE AUTHORITY OF THE SAME THAT THE CODE OF ORDINANCES OF FAYETTE COUNTY AS IT PERTAINS TO MOTORIZED CARTS (ARTICLE III OF CHAPTER 26), BE AMENDED AS FOLLOWS:

Section 1. By deleting Subsections (b), (d) and (e) of Section 26-57, pertaining to “Registration/transfer requirements”, of Article III of Chapter 26, in their entirety, and by replacing them with new Subsections (b), (d) and (e) in Section 26-57 of Article III of Chapter 26, to be numbered and read as follows:

(b) *Registration fee.* There is no registration fee for motorized carts or low-speed motor vehicles owned by residents of the unincorporated portion of the county. This is a permanent registration. Updates to the registration are only required if there is an owner address change, transfer of ownership, or disposal of the registered golf cart. In addition,

those persons wishing to register a vehicle designed for a disabled person, presentation of medical verification of a disability is required. An annotation will be placed on the registration document. A decal will be issued and must be displayed when utilizing parking designated for the disabled. Upon termination of the disability, this decal must be removed and the vehicle's registration form updated.

(d) *Reciprocal agreement.* The county will honor/recognize permits issued from the cities in the unincorporated portion of the county. Residents of the cities will be afforded the same privileges as those permit holders who are residents of the unincorporated portion of the county and all sections of this article will apply to the residents of the cities as well. Notwithstanding anything contained herein to the contrary, the minimum age for operating a motorized cart or low-speed motor vehicle in the unincorporated portion of the county is 12 years old with an accompanying adult and 15 years old with a valid learner's permit.

(e) *Transfer of ownership.* Upon the sale of a golf cart or low-speed motor vehicle to another person who will operate the vehicle over the streets or paved recreation paths of the unincorporated portion of the county, the registration must be transferred to the new owner within ten business days of the change in ownership.

Section 2. This ordinance shall become effective immediately upon its adoption by the Board of Commissioners of Fayette County.

Section 3. All other ordinances or parts of ordinances in conflict with this ordinance are

hereby repealed.

Section 4. In any event any section, subsection, sentence, clause or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect other sections, subsections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not a part thereof. The Board of Commissioners hereby declare that it would have passed the remaining parts of this Ordinance if it had known that such part or parts hereof would be declared or adjudged invalid or unconstitutional.

SO ENACTED this _____ day of _____, 2022.

**BOARD OF COMMISSIONERS OF
FAYETTE COUNTY**

By: _____
Lee Hearn, Chairman

(SEAL)

ATTEST:

Tameca P. Smith, County Clerk

Approved as to form:

County Attorney

Sec. 26-57. Registration/transfer requirements.

- (a) *Required.* It shall be the duty of every owner of an electric or gasoline-powered motorized cart or low-speed motor vehicle that is operated over the designated streets, paved recreational paths or sidewalks of the unincorporated portion of the county to register the vehicle with the county within ten business days of the date of purchase. Proof of ownership listing the vehicle must be presented. This is to be accomplished at the county administrative complex where two numerical decals will be issued for each vehicle registered. A record of each vehicle so registered will be completed. The registration will record the name and address of the owner, vehicle manufacturer, model, serial number or VIN, and color.
- (b) *Registration fee.* ~~The re is no registration fee for motorized carts or low-speed motor vehicles owned by residents of the unincorporated portion of the county shall be. This is a permanent registration. Updates to the registration are only required if there is an owner address change, transfer of ownership, or disposal of the registered golf cart. \$12.00, and the registration shall be effective until the next regular registration period. Registration periods shall occur every five years, beginning in 2011. If the cart is not registered within ten business days of purchase, a \$20.00 penalty will be applied in addition to the registration fee; and the cart shall be considered an unregistered cart after the ten business day period.~~ In addition, those persons wishing to register a vehicle designed for a disabled person, presentation of medical verification of a disability is required. An annotation will be placed on the registration document. A decal will be issued and must be displayed when utilizing parking designated for the disabled. Upon termination of the disability, this decal must be removed and the vehicle's registration form updated.
- (c) *Revocation.* The registration of gasoline-powered motorized carts will be revoked if the motorized cart is not in compliance with subsection (f) of this section and a new registration will be required upon compliance with subsection (f) of this section.
- (d) *Reciprocal agreement.* ~~A reciprocal agreement exists between the county and the City of Fayetteville and the Town of Tyrone (the "cities").~~ The county will honor/recognize permits issued from the cities in the unincorporated portion of the county. Residents of the cities will be afforded the same privileges as those permit holders who are residents of the unincorporated portion of the county and all sections of this article will apply to the residents of the cities as well. Notwithstanding anything contained herein to the contrary, the minimum age for operating a motorized cart or low-speed motor vehicle in the unincorporated portion of the county is 12 years old with an accompanying adult and 15 years old with a valid learner's permit.
- (e) *Transfer of ownership.* Upon the sale of a golf cart or low-speed motor vehicle to another person who will operate the vehicle over the streets or paved recreation paths of the unincorporated portion of the county, the registration must be transferred to the new owner within ten business days of the change in ownership. ~~Transfer cost will be \$5.00. If the transfer registration is not accomplished within ten business days, a \$5.00 penalty shall be applied for each month the registration has not been updated. This additional fee shall be capped at \$30.00 and will be in addition to the transfer fee.~~
- (f) *Gasoline-powered motorized carts.*
- (1) Every gasoline-powered motorized cart shall at all times be equipped with an exhaust system in good working order and in constant operation, meeting the following specifications:
 - a. The exhaust system shall include the piping leading from the flange of the exhaust manifold to, and including, the muffler(s) and exhaust pipe(s) or include any and all parts specified by the manufacturer.
 - b. The exhaust system and its elements shall be securely fastened, including the consideration of missing or broken brackets or hangers.

-
- c. The engine and power mechanism of every gasoline-powered motorized cart shall be so equipped, adjusted and tuned, as to prevent the escape of excessive smoke or fumes.
- (2) It shall be unlawful for the owner of any gasoline-powered motorized cart to operate, or permit the operation of such cart on which any device controlling or abating atmospheric emissions, which is placed on a cart by the manufacturer, has been altered, rendered unserviceable or removed.
- (g) *Rental motorized carts and low-speed motor vehicles.* Motorized cart and low-speed motor vehicle dealers and distributors, as well as other commercial establishments, may rent golf carts and low-speed motor vehicles to the public for use on the streets and paved recreation paths. Each such establishment renting motorized carts or low-speed motor vehicles shall be required to register each and shall maintain a written record of each person renting a motorized cart or low-speed motor vehicle. Renters shall be required to furnish positive identification and shall be furnished a copy of this article to read. Each renter must be at least 16 years of age and possess a valid driver's license. Registration fees and transfer fees shall be the same as those in subsections (a) and (b) of this section. Motorized carts and low-speed motor vehicles for temporary use by the county during special events are exempt from the requirements of this subsection.
- (h) *Age, number of registrants limited.* Only those persons 18 years of age or older may register a motorized cart or low-speed motor vehicle. Registration may be in one person's name only and the registration form must be signed by that person.

(Ord. No. 2014-05, § 1(Exh. A), 3-27-2014; Ord. No. 2014-13, § 1, 10-10-2014)



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

To: Steve Rapson

Through: Ted L. Burgess *TB*

From: Natasha M. Duggan *ND*

Date: August 2, 2022

**Subject: Contract 1867-P: Water System Engineer of Record
 Task Order 23-04: FCWS/CCWSA Water Main Interconnection**

Arcadis U. S., Inc. currently serves as the Water System Engineer of Record. Under this task order, Arcadis will provide engineering services in developing construction drawings and specifications for approximately 1,000 LF (linear foot) Ductile Iron Pipe (DIP) water main pipeline, meter and vault assembly, and appurtenances for future connection between the Fayette County Water System and Coweta County Water and Sewerage Authority (CCWSA) water system.

Specifics of the proposed contract task order are as follows:

Contract Name	#1867-P: Water System Engineer of Record	
Task Order	23-04: FCWS/CCWSA Water Main Interconnection	
Contractor	Arcadis U. S., Inc.	
Not to Exceed Amount	<u>\$63,781.00</u>	
Budget:		
Org Code	507	Water System CIP
Object	542540	
Project	22WSF	Interconnectivity
Available Budget	\$872,656.00	As of 8/2/2022

Approved by: *[Signature]* Date: 8/3/2022

Place on County Administrator's Report? Yes No On Agenda Dated: 8/25/2022



Vanessa Tigert, P.G.
 Director
 Fayette County Water System
 245 McDonough Road
 Fayetteville, Georgia 30214



Arcadis U.S., Inc.
 2839 Paces Ferry Road
 Suite 900
 Atlanta, Georgia 30339
 Phone: 770 431 8666
www.arcadis.com

Date: August 2, 2022

Ref: Contract 1867-P Water System Engineer of Record

Subject: Task Order TO 23-04 – FCWS/CCWSA Water Main Interconnection

Dear Ms. Tigert,

The Fayette County Water System (FCWS) has requested Arcadis to submit this proposal for a Task Order (TO) under Contract 1867-P Water System Engineer of Record to provide engineering services in developing construction drawings and specifications for approximately 1,000 linear foot (LF) Ductile Iron Pipe (DIP) water main pipeline, meter and vault assembly, and appurtenances for future connection between the FCWS and Coweta County Water and Sewerage Authority (CCWSA) water system.

Background

This proposal is in response to the Interconnectivity Initiative and resulting Intergovernmental Agreement (IGA) between FCWS and CCWSA as approved by the Fayette County Board of Commissioners on April 14th, 2022. The intent of the TO is to provide detailed design of the water main pipeline, meter, and vault to provide water to CCWSA as well as any infrastructure needed to accept water from CCWSA in an emergency as required in Section 5 of the Metropolitan North Georgia Water Planning District Water Resource Management Plan. This TO will include flow analysis based upon available hydrant flow data. This data shall also be provided to CCWSA to help facilitate their design of the water main connection and pump station.

This TO includes engineering services during all design phases of the project including project management, engineering evaluations, preliminary and detailed design, permitting, and bidding. Engineering Services during Construction (CM) are not included in the scope for this TO.

The existing water infrastructure along the project limits within Fayette County provide both residential and commercial service to surrounding areas. The work proposed under this TO is developing construction and engineering drawings for a DIP water main that ties into the existing 12-inch water main at Wynnmeade Parkway, extends along State Route (SR) 54, terminating at the proposed boring on the east side of Line Creek at approximately 100-feet from the creek's eastern edge of wretched vegetation. CCWSA is responsible for the design and construction of the water pipeline on the Coweta side of Line Creek as well as the boring under Line Creek, per the IGA.

Project Team

The key members of our project team are listed below and in the Exhibit A – Fee Table with corresponding labor classifications and hourly rates included. The team may vary as needed. Arcadis may utilize subcontractors to

address specific scope elements as needed. Arcadis shall submit subcontractors to FCWS for approval prior to initiating any activities.

1. Brian Ruggs, PE – Project Manager
2. Aaron Capelouto, PE, MIB – Deputy Account Lead
3. Taylor Tittle, PE – Staff Civil Engineer
4. Tom Powell, PE – QA/QC Electrical/I&C

Scope of Services

Arcadis will deliver this Task Order through the completion of the tasks described in the sections below.

Task 1: Project Management Services

Project Management will involve coordinating and oversight of the execution of the proposed tasks, tracking task budgets and schedules, as well as reviewing and ensuring the quality of the deliverables.

The following deliverables and services will be provided:

1. Project scope and budget setup.
2. Develop and maintain project schedule.
3. Monthly invoicing.
4. Project closeout.

Task 2: Data Collection and Engineering Evaluation

Subtask 2.1 – Subsurface Utility Locates (SUE) Services

Subtask 2.1 includes locating the water main pipeline at the tie-in location near the intersection of Wynnmeade Parkway and SR-54 within the project limits. The water mains will be located to a SUE Level A Quality. Level A includes uncovering the water main with test holes and determining the precise horizontal and vertical location, diameter, and material of the pipeline. The SUE information will allow the design team to better understand the depth and locations of the pipelines to avoid conflicts and provide an exact tie-in location for the proposed water main. SUE services will be provided by United Consulting. The following pipelines will be SUE Level A located:

1. Existing 8" water main pipeline along Wynnmeade Parkway
2. Existing 12" water main pipeline along SR-54 (West of Wynnmeade Parkway)

Subtask 2.2 – Geotechnical Investigation

Subtask 2.3 includes geotechnical borings and exploration reporting. This work is to evaluate the in-situ soils and identify a general depth for rock to be anticipated for the water main installation. Geotechnical services will be performed by Oasis.

Subtask 2.3 – Pressure Test Evaluation

Subtask 2.4 includes evaluating the hydrant flow data provided by FCWS. This data will be used to determine the available pressure provided to Coweta County at the termination point of Fayette County's water main.

The evaluation will include the following:

1. Analyze the available pressure at the Fayette County termination point for Coweta County to use during connection.

Task 3: Technical Memorandum, Easement, and 60% Design

Subtask 3.1 – Easement, and Land Acquisition Research and Planning

It is anticipated that the proposed water main interconnection pipeline will be constructed within the Right-of-Way (ROW). A GDOT ROW Encroachment permit will be required. However, if a GDOT ROW Encroachment permit is not obtained or it is denied by GDOT, then a temporary and/or permanent easements will be required to complete this project, additional research and easement acquisition efforts will be required.

This research will include the gathering and review of available plats to map routing of the water line. Any existing legal descriptions for the existing easement will be provided and be submitted to the County as a deliverable with obtained plats.

If required, easement plats will be developed for the private property crossing of the new water main.

Subtask 3.2: Technical Memorandum

Subtask 3.2 includes providing a technical memorandum summarizing the initial design and layout from data collection and survey information. Subtask 3.2 will include the following items:

The technical memorandum will serve as the basis of design for Fayette County standards and preferences for this project's pipe size, material, water meter and vault appurtenances, SCADA requirements, antenna requirements and other electrical needs. The technical memorandum will also summarize permitting requirements for the water main interconnection. An overall site plan of the proposed alignment will be provided with the technical memorandum for Fayette County to review. This technical memorandum will also determine and summarize the appurtenances that will be necessary to allow FCWS to purchase water from CCWSA in the event of an emergency.

The following deliverable(s) will be provided for Subtask 3.2:

1. Technical Memorandum
2. Overall Site Plan

Subtask 3.3: DIP Water Main & Meter/Vault Assembly 60% Design

Subtask 3.3 includes providing detailed design at 60% completion. Subtask 3.3 will include the following items:

1. Develop the following 60% Design Drawings.
2. Draft Preliminary Technical Specifications.
3. Opinion of Probable Construction Costs
4. Perform an internal technical review of the 60% design documents.
5. Submit 60% design submittal to FCWS.
6. Conduct 60% Online Design Review with FCWS to review the 60% design.

The following deliverable(s) will be provided for Subtask 3.3:

1. 60% Construction Drawings in PDF format.
2. 60% Technical Specifications.

3. 60% Online Design Review Workshop Agenda and Meeting Minutes.

Task 4: DIP Water Main & Meter/Vault Assembly 100% Design

Task 4 includes providing detailed design at 90% completion. Task 4 will include the following items:

1. Finalize 100% design drawings.
2. Finalize 100% Technical Specifications.
3. Perform an internal technical review of the 100% design documents.
4. Submit 100% design submittal to FCWS.

Following completion of the effort and review of FCWS, Arcadis will provide a 100% set of construction plans marked "For Permitting" signed and sealed by a Georgia Registered Engineer. Issued for Construction plans will be signed and sealed following the permitting submittal.

The following deliverable(s) will be provided for Task 4:

1. 100% Construction Drawings in PDF format.
2. 100% Technical Specifications.
3. 100% Online Design Review Agenda and Meeting Minutes.
4. Final Bid Form.
5. Easement for New Water Main (if required)

Task 5: Permitting

Arcadis will prepare and submit all permits for the construction of the project to the regulatory agencies. The following list of permits will be submitted if required:

1. Documentation for submittal of one (1) initial GDOT ROW Encroachment Permit and one (1) revised GDOT ROW Encroachment Permit
2. Documentation for submittal of one (1) initial GAEPD Permit and one (1) revised GAEPD Permit

The 100% Construction Documents completed under Task 4 are intended to be for permitting and will be submitted as needed for the purposes of permitting.

Task 6: Bid Services

Arcadis will provide Bid Services. The following bid services will be provided:

1. Provide up to 3 copies of the Bid Documents (project manual and bid drawings) for solicitation to bidders.
2. Clarify questions pertaining to the bid documents.
3. Prepare addendum for bidders, as required.
4. Provide a contractor recommendation upon review of the bids to FCWS.

Schedule

The Arcadis team will begin work under this TO when authorized by the FCWS. The total TO duration is estimated at 5 months from notice to proceed.

Budget

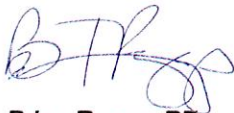
Compensation for the work in this Task Order will be based upon a time and materials basis using the proposed hourly rates defined in the table presented within the Contract 1867-P Water System Engineer of Record. This TO will have a not to exceed project budget of \$63,781 including travel expenses. Arcadis personnel will track and communicate with the FCWS any changes in scope, schedule, or budget if needed as a part of the project's monthly status report. Refer to EXHIBIT A for Engineering Fee breakdown.

Assumptions

1. The project schedule provided is contingent upon Arcadis receiving documents requested within five business days of the request.
2. It is anticipated that the project disturbance will be less than 1 acre and not require a National Pollution Discharge Elimination System (NPDES) permit.
3. Arcadis is responsible for providing necessary documentation to apply for permits, and FCWS will be responsible for submitting the documentation to obtain permits.

If you have any questions about this Task Order, please do not hesitate to contact me (205-930-5928 Brian.Ruggs@arcadis.com). Thank you for this opportunity and we look forward to working with you and the FCWS team on this project.

Sincerely,



Brian Ruggs, PE
Project Manager
Arcadis U.S., Inc.

CC.

Michael Diaz, PE, MS – Account Lead

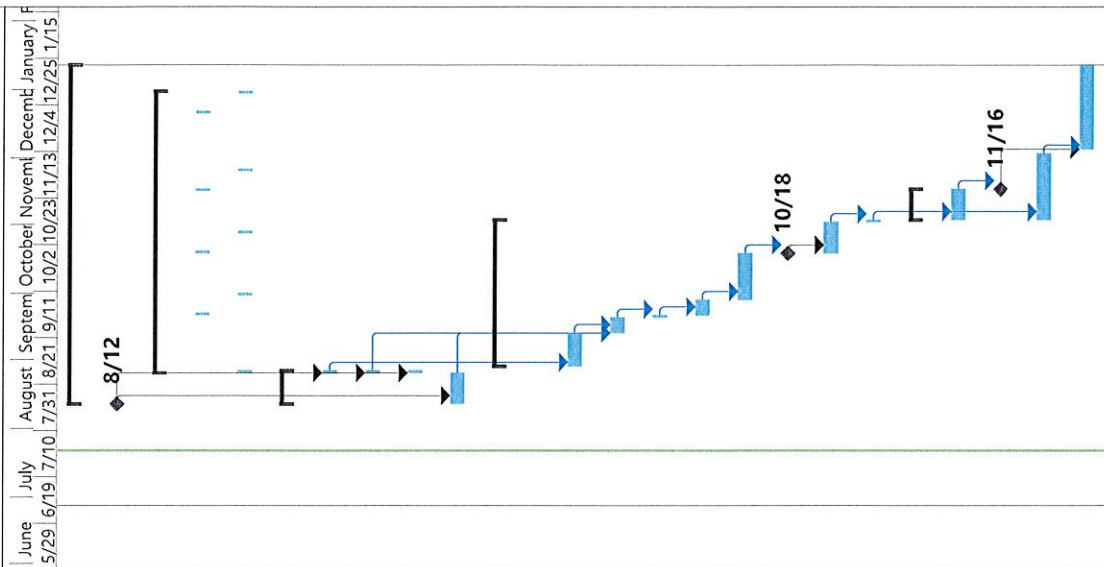
Aaron Capelouto, PE, MIB – Deputy Account Lead

Taylor Tittle, PE – Staff Civil Engineer

Discipline	Project Management				Civil			Electrical			Subcontractor Subtotals	ARCADIS Subtotals	Total Labor Cost	Subtotal	
	Account Lead	PM	Project Assistant	QA/QC	Lead Engineer	Jr. Engineer	QA/QC	Lead Engineer	Jr. Engineer	Land Eng. - Survey					Oasis - Geotech
Staff Proposed	A. Capelovito	B. Ruggs	L. Dickson	D. Wilson	T. Tittle	M. Smith	T. Powell	N. Deshpande	CAD						
Labor Category	Project Engineer	Project Manager	Project Assistant	Principal Engineer / SME	Project Engineer	Staff Engineer	Principal Engineer / SME	Staff Engineer	Project Assistant						
Labor Rate	\$142.14	\$175.10	\$84.46	\$216.30	\$142.14	\$111.24	\$216.30	\$111.24	\$84.46						
Direct Role Cost	\$188	\$2,828	\$280	\$2,924	\$4,284	\$5,556	\$748	\$819	\$192						
Total Role Hours	4	39	10	30	103	165	8	22	24						
Total Hours (by Discipline)		53		298				54							
Total Role Cost	\$569	\$8,829	\$845	\$6,489	\$14,640	\$18,355	\$1,730	\$2,447	\$2,027						
Total Labor Cost (by Discipline)		\$8,242		\$39,484				\$8,205							\$9,550
Cost Percentage (by Discipline)		13%		62%				10%							\$0
TASK 1 Project Management and Task Order Development	2	8	4			3									
1.01 Internal Progress Meetings		6	6		6										
1.03 Project Monthly Invoicing	2	2													
1.04 Project Closeout	4	22	10		6	3									
Sub-total Task Hours															\$6,452
TASK 2 Data Collection and Engineering Evaluation															
2.01 Technical Memorandum		1		4	8	24	2	8							
2.02 Pressure Test Evaluation				4	4	4									
2.03 SUE Services		2			0.5										
2.04 Geotechnical Activities		2			0.5										
2.05 Easement, Permitting, and Land Acquisition Planning															
2.06 Site Visit / Walk Alignment															
Sub-total Task Hours		5		8	13	28	2	8							\$0
TASK 3 60% Design															
4.01 General Drawings		2		12	2	4									
4.02 Civil Drawings					20	56	2	4	8						
4.03 Electrical Drawings															
4.04 Instrumentation Drawings					10	12	2		4						
4.05 Specifications		4		2	2										
4.06 60% Design Workshop		6		14	34	72	2	4	12						
Sub-total Task Hours															\$18,812
TASK 4 100% Design/Permitting															
5.01 General Drawings				6	2	4									
5.02 Civil Drawings					20	40	4	10	12						
5.03 Electrical Drawings															
5.04 Instrumentation Drawings					6	4									
5.05 Specifications				2	6	6	2		8						
5.06 Opinion of Probable Construction Cost					6	6									
5.07 Permitting Development				8	38	62	4	10	12						
Sub-total Task Hours															\$17,020
TASK 5 Bid Services															
7.01 Bid Services		6			12										
Budgetary Expenses (Other Direct Costs)															
Total Labor Cost															\$9,550
TOTAL															\$63,781

Scope assumptions defined in the proposal.

ID	Task Mod.	Task Name	Duration	Start	Finish	Predecessors
1		FCWS Coweta Water Main Interconnection	98 days	Fri 8/12/22	Wed 1/11/23	
2		NTP	0 days	Fri 8/12/22	Fri 8/12/22	
3		Task 1: Project Management	82 days	Fri 8/26/22	Fri 12/30/22	
4		Monthly Progress Meetings	64 days	Wed 9/21/22	Wed 12/21/22	
9		Project Invoicing	82 days	Fri 8/26/22	Fri 12/30/22	
15		Task 2: Data Collection and Engineering Evaluation	11 days	Fri 8/12/22	Fri 8/26/22	
16		Site Visit / Walk Alignment	1 day	Fri 8/26/22	Fri 8/26/22	2FS+10 days
17		Subsurface Utility Locates (SUE) Services	1 day	Fri 8/26/22	Fri 8/26/22	2FS+10 days
18		Geotechnical Investigation	1 day	Fri 8/26/22	Fri 8/26/22	2FS+10 days
19		Pressure Test Evaluation	10 days	Fri 8/12/22	Thu 8/25/22	2
20		Task 3: Technical Memorandum, Easement, and 60% Design	47 days	Mon 8/29/22	Wed 11/2/22	
21		Easement, Permitting, and Land Acquisition Planni	10 days	Mon 8/29/22	Mon 9/12/22	16
22		Technical Memorandum Development	5 days	Tue 9/13/22	Mon 9/19/22	21,19,17
23		Technical Memorandum Submittal	1 day	Tue 9/20/22	Tue 9/20/22	22
24		FCWS Technical Memorandum Review	5 days	Wed 9/21/22	Tue 9/27/22	23
25		60% Design	15 days	Wed 9/28/22	Tue 10/18/22	24
26		60% Design Submittal	0 days	Tue 10/18/22	Tue 10/18/22	25
27		FCWS 60% Design Review	10 days	Wed 10/19/22	Tue 11/1/22	26
28		60% Design Workshop	1 day	Wed 11/2/22	Wed 11/2/22	27
29		Task 4: 100% Design	10 days	Thu 11/3/22	Wed 11/16/22	
30		100% Design Development	10 days	Thu 11/3/22	Wed 11/16/22	28
31		100% Design Submittal	0 days	Wed 11/16/22	Wed 11/16/22	30
32		Task 5: Permitting	20 days	Thu 11/3/22	Fri 12/2/22	28
33		Task 6: Bid Services	20 days	Mon 12/5/22	Wed 1/11/23	32,31





FCWS/Coweta County Water Main Interconnection

Sheet List

#	Sheet No.	Drawing Title	Submittal Stage			
			30%	60%	90%	100%
GENERAL						
1	G - 01	Cover Sheet, Site Location, and Sheet List	1	1	1	1
2	G - 02	General Notes, Symbols, and Legends	1	1	1	1
3	G - 03	Process Flow Diagram	1	1	1	1
CIVIL						
4	C-01	Existing Conditions Plan	1	1	1	1
5	C-02	Overall Demolition Plan	1	1	1	1
6	C-03	Overall Proposed Piping Plan	1	1	1	1
7	C-03A	Proposed Water Main Plan & Profile (Sheet 1 of 2)	1	1	1	1
8	C-03B	Proposed Water Main Plan & Profile (Sheet 2 of 2)	1	1	1	1
9	C-05	Civil Details (Sheet 1 of 2)	1	1	1	1
10	C-06	Civil Details (Sheet 2 of 2)		1	1	1
11	C-07	Erosion and Sediment Control Legend & Notes		1	1	1
12	C-12	Erosion and Sediment Control (Sheet 1 of 2)		1	1	1
13	C-13	Erosion and Sediment Control (Sheet 2 of 2)		1	1	1
14	C-21	Erosion and Sediment Control Detail Sheets (Sheet 1 of 2)		1	1	1
15	C-22	Erosion and Sediment Control Detail Sheets (Sheet 2 of 2)		1	1	1
Civil Total Sheets			9	15	15	15
ELECTRICAL						
16	E - 01	Legend, Symbols, and Abbreviations	1	1	1	1
17	E - 02	One Line Diagram	1	1	1	1
18	E - 03	Interconnect Diagrams		1	1	1
19	E - 04	Panel Schedule		1	1	1
20	E - 05	Conduit Schedule and Routing Plan	1	1	1	1
Electrical Total Sheets			3	5	5	5
I&C						
21	I - 01	Instrumentation Notes	1	1	1	1
22	I - 02	Instrumentation P&ID	1	1	1	1
23	I - 03	Instrument Details		1	1	1
Instrumentation Total Sheets			2	3	3	3
TOTAL DRAWINGS			17	23	23	23



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

To: Steve Rapson
 Through: Ted L. Burgess 
 From: Sherry White 
 Date: July 7, 2022
 Subject: Contract #2094-B: Annual Pavement Striping **updated**

Each year, the Road Department procures contractors for temporary striping, permanent striping, and raised pavement markings as part of regular construction and maintenance of county roads.

The Purchasing Department issued Invitation to Bid #2094-B to secure an annual contract for pavement striping on an on-call basis. Notice of the opportunity was emailed to 22 companies. Another 161 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code #55072 (Stripes and Legends, Plastic, Prefabricated, Reflective, Including Pavement Marking Tape), #75592 (Thermometers: Pavement and Thermoplastic) and #96861 (Pavement Marking Services, Including Removal of Markings). The offer was also advertised through Fayette News, Georgia Local Government Access Marketplace, the county website, and Channel 23.

Four companies submitted bids (Attachment 1). The Road Department recommends award to the low bidder, Peek Pavement Markings, LLC. A Contractor Performance Evaluation is attached for previous work by Peek Pavement Markings (Attachment 2).

Specifics of the proposed contract are as follows:

Contract Name	#2094-B: Annual Pavement Striping			
Contractor	Peek Pavement Markings, LLC			
Type of Contract	On-Demand Service			
Not to Exceed Price	\$132,647.50			
Requested FY 2023 Budget:				
Dept	Org	Object	Project	Budgeted Amount
Road Dept	10040220	521316	N/A	\$88,000.00
Road Dept	10040220	521316	LMIG23	\$15,647.50
Road FDR CIP	37540220	541210	234AD	\$11,000.00
SPLOST	32240220	541210	17TAN	\$10,000.00
Sheriff Track	37530310	541320	21AR1	\$ 8,000.00

Approved by:  Date: 7/8/22

Placed on Administrator's Report? Yes No Placed on Agenda Dated: _____

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

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

VENDOR INFORMATION**COMPLETE ALL APPLICABLE INFORMATION**

Company Name: Peek Pavement Marking, LLC	Contract Number: 1819-B
Mailing Address: PO Box 7737	Contract Description or Title: Annual Pavement Striping
City, St, Zip Code: Columbus, GA 31908-7337	Contract Term (Dates) From: 7/21/2020 – Present (June 30, 2022)
Phone Number: 706-563-5867	Task Order Number: N/A
Cell Number: N/A	Other Reference: This is for award of #2094-B: Annual Pavement Striping
E-Mail Address: hho@peeksafety.com	

DEFINITIONS

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

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

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

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

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

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

EVALUATED BY

Signature: <i>Bradley Klinger</i>	Date of Evaluation: 6/28/22
Print Name: <i>Bradley Klinger</i>	Department/Division: ROAD
Title: <i>Assistant Director</i>	Telephone No: 6039

**#2094-B ANNUAL PAVEMENT STRIPING
TALLY SHEET**

3:00pm, Wednesday, May 25, 2022

COMPANY NAME	TOTAL BID PRICE
Tidwell Traffic Solutions	\$188,897.50
Mid-State Striping Inc.	\$151,737.25
Roadside Specialties	\$151,627.00
Peek Pavement	\$132,647.50