
AGENDA

**BOARD OF COMMISSIONERS
OF
OCONEE COUNTY, GEORGIA
Tuesday, September 24, 2019
Commission Meeting Chambers
Oconee County Courthouse
6:00 PM**

- 1. Approval of Agenda**
- 2. Statements and Remarks from Citizens**
- 3. Statements and Remarks from Commissioners**
- 4. Approval of Resolutions, Ordinances, Policies, Etc.**
 - 1) Schedule Public Hearing for Text Amendments to the Unified Development Code:
Article 14 - Administration & Enforcement
Article 15 - Interpretation & Definitions
Appendices A, B and C
- 5. Approval of Contracts, Rights-of-Way, Awarding Bids, Purchases, Etc.**
 - 1) Discuss Purchase of 2019 Sutphen Engine for Fire Station No. 5 -- Bruce Thaxton.
 - 2) Discuss Agreement between Oconee County and the Tourism and Visitors Bureau - Justin Kirouac.
 - 3) Discuss Herman C. Michael Park Tennis Courts Project - Justin Kirouac.
 - 4) Discuss Georgia Department of Transportation Local Maintenance Improvement Grant (LMIG) FY2020 Road Resurfacing -- Jody Woodall.
 - 5) Discuss Right-of-Way Deed between Ellington Farms Development Partners, LLC (Grantor) and Oconee County (Grantee) for all streets/roadways within Wildflower Meadows Subdivision, Phases Two and Three - Guy Herring.
- 6. County-wide Matters**
 - 1) Update of the Oconee County Strategic Plan - Justin Kirouac.
- 7. Executive Session to discuss land acquisition, personnel matters and/or potential litigation (if needed)**
- 8. Adjourn**

Individuals with disabilities who require accommodations to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, are required to contact the ADA Coordinator at 706-769-5120 promptly to allow the County to make reasonable accommodations.



Oconee County Department Memorandum

DATE: September 24, 2019 Board of Commissioners Agenda Setting Meeting
TO: Board of Commissioners
FROM: Bruce Thaxton, Fire Chief
SUBJECT: Purchase of Station 5 Engine

ISSUE SUMMARY:

The BOC approved an Engine replacement at Station 5 in the FY20 budget.

RECOMMENDATION:

The OCFR Truck Committee recommends that Oconee County BOC approve the purchase of a 2019 Sutphen Engine for Station 5.

FINANCIAL IMPACT:

The cost of the new Engine is \$494,558.00. The funds will come from the Fire Department 2015 SPLOST line item.

ANALYSIS:

The new Engine will replace a 1989 Engine at Station 5 (30 years old). The 1989 Engine at Station 5 will become a Reserve Engine. This will be the 6th Sutphen Engine in OCFR's fleet, which provides a consistent brand of truck for our fleet. This will benefit our Fleet Maintenance shop with parts and repairs. It will also benefit our Volunteers in operating the same brand of truck during fire operations.



Oconee County Department Memorandum

DATE: September 24, 2019
TO: Oconee County Board of Commissioners
FROM: Justin Kirouac, County Administrator
SUBJECT: Tourism and Visitors Bureau Contract

ISSUE SUMMARY:

The Board of Commissioners approved the creation of the Tourism and Visitors Bureau earlier this year to serve as the 501c6 organization overseeing tourism efforts in the county. This organization is able to utilize Hotel-Motel funds for the purpose of tourism and marketing of the county as state law governing the Hotel-Motel tax dictates utilization of the funds. The Tourism and Visitors Bureau replaces the Chamber of Commerce, which had previously been utilized as the 501c6 organization, and will be tasked with developing the overall strategy for tourism functions.

Due to the nature of this relationship, the county and Tourism and Visitors Bureau needs to mutually adopt a contract regarding roles and the use of funds. The arrangement will function similarly to the previous situation with county providing employees, except the Bureau will now have more direct oversight of operations. Under the Hotel-Motel Tax requirements, 40% of the funds are unrestricted and would go directly into the county's General Fund. The balance would transfer to the Tourism and Visitors Bureau for use in accordance with the requirements of the law.

The Board of Commissioners identified the creation of the Tourism and Visitors Bureau (previously known as a CVB) in the first quarter of 2017 as a strategic goal.



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AGREEMENT BETWEEN OCONEE COUNTY, GEORGIA
AND OCONEE COUNTY TOURISM & VISITORS BUREAU

THIS AGREEMENT (the "Agreement") is made as of this ____ day of _____ 2019, by and among OCONEE COUNTY, GEORGIA (the "County"), a political subdivision of the State of Georgia, and OCONEE COUNTY TOURISM & VISITORS BUREAU, INC. ("the Vendor"), a Georgia nonprofit corporation, the County and the Vendor being sometimes referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the County desires to promote the benefits and advantages of the County for tourism-related activities for the purpose of stimulating economic growth in the County;

WHEREAS, pursuant to O.C.G.A. §§ 48-13-51(a)(4), and Oconee County Code §§ 58-164, the County levies and collects a tax upon the occupancy of hotel and motel rooms within the County (the "Hotel-Motel Tax");

WHEREAS, Oconee County Code §§ 58-173, et seq. provides that the Hotel-Motel Tax collected shall be used exclusively for tourism development within the county;

WHEREAS, pursuant to, and as limited by, O.C.G.A. §§ 48-13-51(a)(4), the County must expend, in each fiscal year during which the Hotel-Motel Tax is collected, an amount equal to at least sixty percent (60%) of the total taxes collected for the purpose of promoting tourism, conventions, and trade shows;

WHEREAS, the sixty percent (60%) so expended may be expended through a contract a private sector nonprofit organization such as the Vendor, or through such other methods as designated in O.C.G.A. § 48-13-51(a)(4);

WHEREAS, the County and the Vendor desire that the Vendor be the Destination Marketing Organization, and be designated an exclusive provider of convention and tourist promotion services for the benefit of the County in accordance with the terms and provisions of this Agreement; and

WHEREAS, in consideration for the Vendor acting as a provider of convention and tourist promotion services for the benefit of the County, the County shall pay fees to the Vendor through the appropriation of designated proceeds of the Hotel-Motel Tax in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing, the premises hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1 ARTICLE I - Hotel and Motel Tax

1.1 Hotel-Motel Tax. The County shall pay to the Vendor fees in amounts as appropriated by the County each year in the adoption of its budget, such funds to be expended pursuant to the County's obligations under O.C.G.A. § 48-13-51(a)(4). Said fees, when combined with other amounts paid by the County pursuant to O.C.G.A. § 48-13-51(a)(4) will not be less than sixty percent (60%) of all the County's Hotel-Motel Tax monies levied. The County shall make payment of such fees to the Vendor in approximately equal monthly installments based on actual receipts of the County's Hotel-Motel Tax on or before the fifteenth day of each month and on a like day each month during the term of this Agreement. 1.2 Private Funds. In addition to the fees paid to the Vendor from the tax sources set out in Section 1.1 herein, the Vendor's annual income may consist of contributions, membership dues, in-kind donations, and fees for services from private sources.

1.3 Reports. The Vendor shall provide the County with such information and/or reports verifying the proper use of tax monies paid to the Vendor on a monthly basis.

1.4. Fiscal Policy. The Vendor agrees to adopt and adhere to the Fiscal Policy of Oconee County.

1.5. Vendor agrees to maintain its status as an approved organization under §501(c)(6) of the Internal Revenue Code at all times.

2 ARTICLE II - Resources and Services Provided by County

2.1 Staff. The County may provide the Vendor with staffing per the approved position chart, including Human Resource and other administrative services. County employees utilized by Vendor shall be subject to the County's Personnel Policy.

2.2 Facilities, Equipment and Telecommunications. The County shall provide facility maintenance and provide upkeep to the Eagle Tavern Museum. The County will provide access to network services, telephone(s), copier(s), facsimile machine(s) and computer equipment in space rented by the Vendor. The Vendor is responsible for office equipment including, but not limited to, office furniture and all fixtures therein. The Vendor will also pay all utility bills associated to the function of the Vendor.

2.3 Compensation. As compensation for resources and services provided, the County shall retain forty percent (40%) of collected Hotel-Motel taxes.

3 ARTICLE III - Services Provided by the Vendor

3.1 Services. The Vendor shall undertake the promotion of tourism through marketing, advertising and conducting promotional programs to attract tourist and convention delegates, or registrants to the County. Specifically, but without limitation, the Vendor agrees as follows:

- (a) To develop an appropriate strategy and action plan for promoting tourism and visitors in Oconee County.

- (b) To conduct coordinated advertising, publicity and promotion campaigns emphasizing the attractions offered in the County for visitors, groups, and meetings;
- (c) To maintain exhibit booths at appropriate trade shows, conventions and the like for the purpose of attracting visitors, travel groups, meetings, exhibits, selected trade, sports and consumer shows, and other events to the County;
- (d) To participate in appropriate tourism agencies and convention associations such as the Georgia Department of Economic Development, Georgia Association of Convention & Visitor Bureaus, Historic Heartland Travel Association, Georgia Antebellum Trail, and other such associations, in order to assure that favorable publicity about the County may be continued and expanded;
- (e) To solicit organizations to use appropriate facilities located in the County;
- (f) To provide services to associations, organizations or groups convening or holding meetings in the County; and to coordinate with the appropriate County departments, local hotels, restaurants and entertainment facilities, and to strive to provide an environment in which a visiting group or organization enjoys a coordinated and productive visit to the County;
- (g) To prepare, publish and update during the term of this agreement and any renewals thereof, materials providing specific information on hotels, motels, attractions, and other such locations of interest located in the County, and to distribute said materials;
- (h) To expend funds in each fiscal year in accordance with its fiscal year budget, submitted as hereinafter provided to the County;
- (i) To maintain appropriate bank accounts and records for deposit and expenditure of all fees paid by the County hereunder;
- (j) To operate and maintain an accounting system in accordance with professionally accepted accounting principles and the County's adopted Fiscal Policy;
- (k) To cause the Executive Director of the Vendor to appear on request from time to time before the County's Board of Commissioners to discuss the Vendor's operations and finances;
- (l) To operate and maintain the Oconee County Welcome Center and coordinate staff/volunteer efforts for the Bureau;
- (m) Provide access and tours of Eagle Tavern Museum to the public and,
- (n) To perform all other obligations provided elsewhere in this Agreement.

4 ARTICLE IV - Term/Renewal

- 4.1 Term. The term of this Agreement shall be for a period of one (1) year commencing on upon adoption by both parties, and extending through June 30, 2020, unless this Agreement shall be terminated or extended in accordance with other provisions contained herein.
- 4.2 Renewal. The term of this Contract shall automatically be extended annually for additional terms of five (5) years unless provided with thirty (30) day written notice by the County of intent to not renew.

5 **ARTICLE V - Independent Contractor**

- 5.1 Independent Contractor. The relationship of the Vendor to the County shall be that of independent contractor as to all services performed hereunder and not as an officer, agent, or servant of the County. The Vendor shall have exclusive control of its operations hereunder.

6 **ARTICLE VI - Termination**

- 6.1 Termination for Default. If through any cause, either the Vendor or the County, shall fail to fulfill in a timely manner any of their respective obligations under this Agreement and said defaulting party fails to commence good faith continuous efforts to cure such default within fifteen (15) days of receipt of notice of default from non-defaulting party, the non-defaulting party shall thereupon have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.
- 6.2 Termination without Cause. Either party may terminate this Agreement without cause by giving written notice to the other party of such termination at least thirty (30) days prior to the effective date of such termination.
- 6.3 If at any time the County reasonably believes Vendor is not operating in compliance with §501(c)(6) of the Internal Revenue Code, any other law or this Agreement, it may suspend payments hereunder for the time necessary to determine noncompliance or not. A determination of non-compliance which is not cured to the County's satisfaction, shall, at the County's option, result in termination of the Agreement and relieve the County of the obligation to make any further payments.

7 **ARTICLE VII - Prohibition Against Discrimination**

- 7.1 Anti-Discrimination Policy. Neither Party shall, during the term of this Agreement, discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or physical handicap, and shall comply with all local, state and federal laws and regulations relating to non-discrimination.

8 **ARTICLE IX - Miscellaneous**

- 8.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof, and supersedes all prior oral or written agreements, commitments or understandings by or between the Parties with respect to the matters provided for herein.
- 8.2 Public Access; Open Meetings and Open Records. The parties acknowledge that the Vendor will be subject to the Georgia Open Records Act and the the Georgia Open Meetings Act. Vendor shall comply with all provisions of such Acts, including, without limitation, public access to all Tourism and Visitor's Bureau Board and Committee meetings notification of meetings and providing documents within the time period required. The County shall provide any technical assistance necessary in complying with the Acts.
- 8.3 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
- 8.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. The state and federal courts having jurisdiction over Oconee County, Georgia shall have the exclusive jurisdiction over all matters arising out of this Agreement.
- 8.5 Severability. In the event that one or more of the provisions of this Agreement is determined invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 8.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall together constitute one document.

IN WITNESS WHEREOF, the Parties have executed, acknowledged, sealed and delivered this Agreement as of the date first above written.



Oconee County Department Memorandum

DATE: 9/13/2019

TO: Board of Commissioners

FROM: Lisa D. Davol, Parks and Recreation Director

SUBJECT: HCM Tennis Courts Project

ISSUE SUMMARY:

Procurement issued an Invitation to Bid for the Herman C. Michael Park Quick Start and Regulation Tennis Courts to reconstruct/repair/resurface the outdoor courts (ITB#20-08-003). There was no responses to the ITB by the deadline of August 28. Therefore, a sole vendor was sought to provide a bid on the project. Advanced Athletic Surfaces, LLC, provided a quote of \$22,886 for the 2 Quick Start Tennis Courts to include adding Pickleball lines and a quote of \$33,812 for the 4 Regulation Tennis Courts.

RECOMMENDATION:

Staff recommends Advanced Athletic Surfaces, LLC, to complete the project.

FINANCIAL IMPACT:

Total cost of the project to repair the courts utilizing a crack repair system with a 5 year warranty is \$56,698. Project will be funded through the Parks and Recreation general fund.

ANALYSIS:

If approved, contractor named will work with department to start the project in mid-November with completion of the project by the end of December, barring any weather delays

**Advanced Athletic Surfaces, LLC
228 Woodland Heights Road
Dublin, Georgia 31021**

August 30, 2019

Ms. Lisa Davol

Director: Oconee County Parks & Recreation
3500A Hog Mountain Road
Watkinsville, Georgia 30677

Ms. Davol,
Advanced Athletic Surfaces, LLC (AAS) is pleased to offer proposals for all labor and materials related to resurfacing 6 tennis courts for Oconee County Parks & Recreation. The scope of the work will be a split proposal as requested.

Proposal 1 - is the 2 mini courts – court 1 & 2
Proposal 2 – will be 4 regulation courts 3, 4, 5 & 6

The scope of work will be as follows:

1. Clean and prepare courts thru pressure washing, power blowing, hand scraping and application of cleaning solutions necessary for proper adhesion of coatings.
2. Fill all cracks in surfaces with acrylic patch binder.
3. Fill and sand as necessary any depressions in courts and repair around fence posts and net sleeves with ARCYTECH Leveling Compound to remove standing water spots and fill cracks and level all surfaces in preparation. Low spots are defined as areas holding water over 1/16th in depth for one hour in time after rain.
4. Apply a three layer crack repair system on all existing cracks, consisting of a 6" tape membrane, and 18" felt matting and two fiberglass strips on each side of the tape membrane. Apply an acrylic glue compound after each application and feather out with acrylic resurfacer.
5. Apply one coat of acrylic resurfacer over entire court.
6. Apply 2 finish coats of ARCYTECH Acrylic Color System to all surfaces. Colors to be determined by owner.
7. Strip courts with ARCYTECH white line paint for standard lines.
8. Sand and paint existing net posts.
9. Reinstall tennis nets.
10. Clean site after completion.

AAS guarantees all work to be free from defect in materials and workmanship for two years and a 5 year warranty on the crack repair system.

Proposal 1

Mini Courts

Court measures 831 Sq. yds.

Discussion was to use crack repair system

(5 year warranty)

Paint 2 Pickleball Court lines

Total Proposal 1

\$22,886

Proposal 2

Regulation Courts 3 – 6

4 Courts measure 2880 sq. yds.

Discussion was to use crack repair system

(5 year warranty)

Total Proposal 2

\$33,812

Respectfully submitted,

Danny T. Jones

478-279-3533; jonesd@dlcra.org

www.asscourts.com



Oconee County Department Memorandum

DATE: September 16, 2019

TO: Board of Commissioners

FROM: Jody Woodall, PE – Public Works Director

SUBJECT: 2020 Resurfacing and LMIG Application

ISSUE SUMMARY:

Georgia DOT assists local governments with funding for roadway projects through the Local Maintenance and Improvement Grant (LMIG). The amount of funding for Oconee County in FY 2020 is \$683,393.92. This grant requires a 30% match of construction funds. Oconee County Public Works has developed a resurfacing program to utilize the LMIG funds and provide the necessary match. The resurfacing program proposes to resurface 8.04 miles of roadway for an estimated total of \$2,022,061.00.

RECOMMENDATION:

Public Works recommends approving the FY 2020 resurfacing program, authorizing the FY 2020 LMIG submittal to Georgia DOT, and authorizing the Chairman to sign necessary documents.

FINANCIAL IMPACT:

SPLOST - \$216,257.60
LMIG - \$683,393.92



Russell R. McMurry, P.E.,
Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

REC'D JUL JUN 3 2019

June 26, 2019

John Daniell, Chairman
Oconee County
P.O. Box 145
Watkinsville, Georgia 30677

RE: **Fiscal Year 2020 Local Maintenance & Improvement Grant (LMIG) Program**

Dear Chairman Daniell:

We are pleased to announce that the Department will begin accepting applications for the Fiscal Year 2020 LMIG Program on July 1, 2019. This year grants will be processed electronically through our **New GRANTS (LMIG) Application System**. To begin your FY 2020 LMIG Application, please visit the Department's website at www.dot.ga.gov/PS/Local/LMIG. This site provides a link to the LMIG Application and a link to the LMIG Application Tutorial (Manual). The project list will be entered directly into the new application system and your cover letter will be uploaded as an attachment. This site provides a signature page for you to download, complete and upload as an attachment. Please contact your District State Aid Coordinator, Jeremy Durrence, at 404-694-6545 for assistance with the online application process.

All electronic LMIG applications must be received no later than January 1, 2020. Failure to submit applications by the deadline may result in a forfeiture of funds.

Your formula amount for the 2020 Program is **\$683,393.92** and your local match is **30%**. Each local government is required to match this formula amount in accordance with Code Section 48-8-244(d). The General Guidelines and Rules and other pertinent reports can be found on the Department's website at www.dot.ga.gov/PS/Local/LMIG. The cover letter you attach to your electronic application must include a satisfactory status of your previous LMIG Grants before approval may be given.

If you should have any questions regarding the LMIG Program please contact the Local Grants Office in Atlanta at (404) 347-0240. Thank you for your attention and cooperation in this matter.

Sincerely,

Russell R. McMurry, P.E.
Commissioner

Enclosure:

cc: Mr. Brandon Kirby, P.E.; Hon. Houston Gaines; Hon. Marcus Wiedower; Hon. Bill Cowsert ; Mr. Jamie Boswell

COUNTY ROAD REPAIR AND RESURFACING -STRIPING

Roads Marked with Paint	Length Miles	Length FT	Edge Length FT	Centerline Length	Centerline Skip FT	Centerline Solid FT	White Skip FT	Stop Bar Number	Stop Bar Length FT	White Hatching SQYD
Allgood Road	0.72	3,802	0	0	0	0	0	0	0	0
Spartan Lane	0.85	4,488	0	8,976	0	4,488	0	1	15	0
Hagood Lane	0.21	1,109	0	0	0	0	0	1	15	0
Twelve Oaks Circle	0.56	2,957	0	0	0	0	0	0	0	0
Twelve Oaks Drive	0.11	581	0	0	0	0	0	2	30	0
Stonebridge Parkway	0.61	3,221	6,442	6,442	0	3,221	0	2	45	8,600
Stonebridge Road	0.09	496	0	0	0	0	0	2	30	0
Latham Drive	0.64	3,379	0	0	0	0	0	2	30	0
Hunter Trail	0.17	898	0	0	0	0	0	0	0	0
Jessica Way	0.15	792	0	0	0	0	0	0	0	0
White Oak Drive	0.56	2,957	0	0	0	0	0	0	0	0
Dials Plantation Drive	0.73	3,854	0	0	0	0	0	2	30	0

COUNTY ROAD REPAIR and RESURFACING

	Road Name	Length Miles	Road Width	Cul de Sac Dia - FT	Patching Thickness	Patching Per Cent	Patching SY	Patching Tons	Patching \$/TN	Patching Cost	OGI % of Road	OGI TN	OGI \$/TN	OGI Cost	Tack GL	Milling Cost \$/sqyd	Milling Cost	Binder TN	Binder Cost	Resurf Thick, In	Resurf TN	Resurf Cost \$/TN	Resurf Cost	Striping Cost	Total Cost	Comments			
1	Allgood Road	0.72	21	65	2	10	924	102	\$133	\$13,517	100	444	\$91.00	\$40,363	416	\$3.12	\$0	0	\$0	1.25	635	\$83.05	\$52,756	\$0	\$131,162	Patch, 100# OGI, 1.25" -9.5mm topping			
2	Spartan Lane	0.85	21	0	2	10	1,047	115	\$133	\$15,321	100	524	\$91.00	\$47,650	471	\$3.12	\$0	0	\$0	1.25	720	\$83.05	\$59,795	\$2,357	\$153,901	Patch, 100# OGI, 1.25" -9.5mm topping [Mason Mill to Allgood]			
3	Hagood Lane	0.21	20	0	0	0	0	0	\$133	\$0	100	123	\$91.00	\$11,212	111	\$3.12	\$0	0	\$0	1.25	169	\$83.05	\$14,069	\$113	\$31,234	100# OGI, 1.25" -9.5mm topping			
4	Twelve Oaks Circle	0.56	20	0	0	0	0	0	\$133	\$0	0	0	\$91.00	\$0	296	\$3.12	\$20,502	723	\$52,816	1.25	452	\$83.05	\$37,519	\$0	\$136,329	Mill entire road, 2" binder, 1.25" -9.5mm topping			
5	Twelve Oaks Drive	0.11	30	0	0	0	0	0	\$133	\$0	0	0	\$91.00	\$0	87	\$3.12	\$6,041	213	\$15,562	1.25	133	\$83.05	\$11,055	\$225	\$40,445	Mill entire road, 2" binder, 1.25" -9.5mm topping			
6	Stonebridge Parkway	0.61	34	0	2	10	1,217	134	\$133	\$17,801	100	608	\$91.00	\$55,365	548	\$3.12	\$0	0	\$0	1.25	837	\$83.05	\$69,476	\$20,436	\$200,587	Patch, 100# OGI, 1.25" -9.5mm topping			
7	Stonebridge Road	0.09	28	0	0	0	0	0	\$133	\$0	0	0	\$91.00	\$0	69	\$3.12	\$4,818	170	\$12,412	1.25	106	\$83.05	\$8,817	\$225	\$32,314	Mill entire road, 2" binder, 1.25" -9.5mm topping			
8	Latham Drive	0.64	21	0	2	10	789	87	\$133	\$11,535	100	394	\$91.00	\$35,878	355	\$3.12	\$0	0	\$0	1.25	542	\$83.05	\$45,022	\$225	\$113,973	Patch, 100# OGI, 1.25" -9.5mm topping			
9	Hunter Trail	0.17	22	0	0	0	0	0	\$133	\$0	0	0	\$91.00	\$0	99	\$3.12	\$6,846	241	\$17,637	1.25	151	\$83.05	\$12,529	\$0	\$45,524	Mill entire road, 2" binder, 1.25" -9.5mm topping			
10	Jessica Way	0.15	22	0	0	0	0	0	\$133	\$0	0	0	\$91.00	\$0	87	\$3.12	\$0	0	\$0	1.25	133	\$83.05	\$11,055	\$0	\$13,597	1.25" -9.5mm topping			
11	White Oak Drive	0.56	20	60	0	0	0	0	\$133	\$0	0	0	\$91.00	\$0	310	\$3.12	\$21,482	723	\$52,816	1.25	473	\$83.05	\$39,313	\$0	\$139,742	Mill entire road, 2" binder, 1.25" -9.5mm topping			
12	Dials Plantation Drive	0.73	20	94	2	40	3,735	411	\$133	\$54,637	100	428	\$91.00	\$38,974	420	\$3.12	\$29,132	0	\$0	1.25	642	\$83.05	\$53,313	\$225	\$216,825	Patch, curb mill, 100# OGI, 1.25" -9.5mm topping, stabilization needed by OC Road Dept			
13	Dials Plantation Boulevard	0.06	40	0	0	0	0	0	\$133	\$0	0	0	\$91.00	\$0	61	\$3.12	\$0	0	\$0	1.25	94	\$83.05	\$7,772	\$225	\$9,836	1.25" -9.5mm topping			
14	Fox Hollow Court	0.11	20	90	2	10	200	22	\$133	\$2,922	0	0	\$91.00	\$0	90	\$3.12	\$0	0	\$0	1.25	137	\$83.05	\$11,407	\$113	\$17,764	Patch, 100# OGI, 1.25" -9.5mm topping			
15	Holcomb Court	0.38	20	94	2	10	523	58	\$133	\$7,651	0	0	\$91.00	\$0	235	\$3.12	\$0	0	\$0	1.25	360	\$83.05	\$29,863	\$338	\$46,558	Patch in cul-de-sac, 1.25" - 9.5 mm topping entire road			
16	Liberty Lane	0.34	20	188	0	0	0	0	\$133	\$0	0	0	\$91.00	\$0	318	\$3.12	\$22,074	439	\$32,067	1.25	486	\$83.05	\$40,397	\$0	\$116,281	1100 to start of cul-de-sac: Mill, 2" binder, 1.25" -9.5mm topping Rest of Road: 1.25" - 9.5mm topping			
17	Power Ridge Place	0.16	20	0	2	10	188	21	\$133	\$2,747	100	223	\$91.00	\$20,288	84	\$3.12	\$0	0	\$0	1.25	129	\$83.05	\$10,720	\$225	\$41,794	Patch, 100# OGI, 1.25" -9.5mm topping			
18	Glenwood Lane	0.28	20	94	2	10	406	45	\$133	\$5,935	100	199	\$91.00	\$18,152	183	\$3.12	\$0	0	\$0	1.25	279	\$83.05	\$23,164	\$113	\$58,257	Patch, 100# OGI, 1.25" -9.5mm topping			
19	Jade Street	0.16	42	100	0	0	0	0	\$133	\$0	0	0	\$91.00	\$0	217	\$3.12	\$15,025	434	\$31,690	1.25	331	\$83.05	\$27,496	\$338	\$91,694	Mill entire road, 2" binder, 1.25" -9.5mm topping			
20	Diamond Way	0.43	20	0	0	0	0	0	\$133	\$0	0	0	\$91.00	\$0	227	\$3.12	\$15,742	555	\$40,555	1.25	347	\$83.05	\$28,809	\$225	\$104,958	Mill entire road, 2" binder, 1.25" -9.5mm topping			
21	Ruby Way	0.42	20	90	0	0	0	0	\$133	\$0	0	0	\$91.00	\$0	254	\$3.12	\$17,582	542	\$39,612	1.25	387	\$83.05	\$32,176	\$113	\$110,065	Mill entire road, 2" binder, 1.25" -9.5mm topping; 20' curb work at Ruby Way/Diamond Way			
22	Sunstone Drive	0.30	30	250	0	0	0	0	\$133	\$0	0	0	\$91.00	\$0	483	\$3.12	\$33,498	581	\$42,441	1.25	738	\$83.05	\$61,302	\$338	\$169,223	Mill entire road, 2" binder, 1.25" -9.5mm topping			
		8.04																							2509	6,479	\$2,022,061		

Return to:
ABE Consulting, Inc.
2410 Hog Mountain Road, Suite 103
Watkinsville, Ga. 30677

STATE OF GEORGIA

COUNTY OF OCONEE

RIGHT OF WAY DEED

[Phases II and III]

THIS INDENTURE, made this _____ day of _____, 2019, in the year Two Thousand and Nineteen, between **ELLINGTON FARMS DEVELOPMENT PARTNERS, LLC, a Georgia limited liability Company** of the County of Oconee, State of Georgia, as party of parties of the first part, hereinafter called Grantor, and **OCONEE COUNTY**, a body politic and corporate, and a political subdivision of the State of Georgia, as party of parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release, and forever quit-claim to Grantee all the right, title, interests, claim or demand which the Grantor has or may have had in and to the following described real property, to wit:

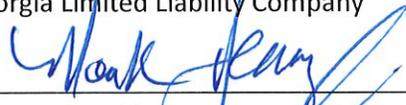
All those strips, tracts or parcels of land, each being fifty (50') feet in uniform width, situate, lying and being in the 240th District, G.M., of Oconee County, Georgia, and being all of the streets and roadways within Wildflower Meadows Subdivision, Phases Two and Three, said streets and roadways being known and designated as Wild Indigo Crossing, Blazing Star Court, Beebalm Drive, Foxglove Court, Lily Lane and Coralbell Drive, including the area comprising the 60 foot radius cul-de-sac at the Northerly terminus and Southerly terminus of Beebalm Drive and the Southerly terminus of Foxglove Court and the Easterly and Westerly terminus of Lily Lane, all being particularly shown and described on that certain Plat of Survey entitled Subdivision Plat of: Wildflower Meadows, Phases II & III dated February 5, 2018 and last revised June 28, 2019, prepared by ABE Consulting, Inc., certified by Stacy C. Carroll, Georgia Registered Land Surveyor No. 2729 and recorded in Plat Book 2019, at page 81-87 in the Office of the Clerk of the Superior Court of Oconee, Georgia. Said Plat and the recording thereof being expressly by reference incorporated into and made a part of this description.

TO HAVE AND TO HOLD the said described property unto the Grantee, its successors and assigns, for the purpose of maintaining thereon public streets, sidewalks, utilities, and for other purposes customarily incidental to street purposes, and in the event of its abandonment, then said street shall revert to the abutting property owners.

ELLINGTON FARMS DEVELOPMENT PARTNERS, LLC,
a Georgia Limited Liability Company

Signed, sealed and delivered in the
Presence of:


Unofficial Witness

By: 
Name: Mark Jennings
Title: Managing Partner


Notary Public

