

BOARD OF COUNTY COMMISSIONERS

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



FAYETTE COUNTY, GEORGIA

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

140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214



AGENDA

April 9, 2026
5:00 p.m.

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

OFFICIAL SESSION:

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

PROCLAMATION/RECOGNITION:

1. Proclamation recognizing April as Safe Digging Month in Fayette County and promoting safe excavation practices. (pages 3-4)

PUBLIC HEARING:

PUBLIC COMMENT:

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

CONSENT AGENDA:

2. Approval of the Water Committee's recommendation to close Lake McIntosh Park on June 5 - 7, 2026 for the Collegiate Paddlesports Association National Championships. (pages 5-24)
3. Approval of the March 26, 2026, Board of Commissioners Meeting Minutes. (pages 25-31)

OLD BUSINESS:

NEW BUSINESS:

4. Request to approve the Parks and Recreation Selection Committee's recommendation to re-appoint Shirelle Hicks to the Recreation Commission for a term beginning June 1, 2026 and expiring May 31, 2030. (pages 32-35)
5. Request to award Bid #26108-B: 2017/2023 SPLOST; Stormwater Category II, Tier II 25SAG/S26AF 140 Brandon Mill Circle Culvert Replacement to the lowest responsive, responsible bidder, The Corbett Group, LLC, in the amount of \$260,621.25. (pages 36-40)

6. Request to approve the revised Georgia Department of Transportation's Contract for Acquisition of Right-of-Way for the SR 85/SR279/Corinth Road project (GDOT PI 0017813) reflecting updated funding amounts. (pages 41-63)

ADMINISTRATOR'S REPORTS:

- A. Contract 26066-B: Dredging – Crosstown Water Treatment Plant Lagoon (pages 64-67)
- B. Contract 2018-P; Public Works Engineer of Record; Task Order #4: 205 Oak Street Storm Conveyance Design; Change Order #1: Engineering and Environmental Permitting Services (pages 68-76)

ATTORNEY'S REPORTS:

COMMISSIONERS' REPORTS:

EXECUTIVE SESSION:

ADJOURNMENT:

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Proclamation recognizing April as Safe Digging Month in Fayette County and promoting safe excavation practices.

Background/History/Details:

Each year, Fayette County joins the Fayette County Utility Coordination Committee, Georgia 811, and the Public Service Commission in raising awareness about the importance of safe digging practices. By encouraging residents and contractors to contact 811, at least three days before digging, this initiative helps prevent damage to underground utilities, protects public safety, and minimizes costly service disruptions.

Recognizing Safe Digging Month reinforces the County's commitment to safeguarding vital infrastructure and promoting responsible excavation practices throughout the community.

What action are you seeking from the Board of Commissioners?

Proclamation recognizing April as Safe Digging Month in Fayette County and promoting safe excavation practices.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

FAYETTE COUNTY, GEORGIA

SAFE DIGGING MONTH

Proclamation

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

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

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

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

NOW THEREFORE, the Fayette County Board of Commissioners do hereby proclaim the month of April 2026, as **SAFE DIGGING MONTH** in Fayette County; and encourage contractors and homeowners throughout Fayette County to always call 811 before digging. *Safe digging is no accident!*

So, proclaimed this 9th day of April 2026,

Lee Hearn, Chairman

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of the Water Committee's recommendation to close Lake McIntosh Park on June 5 - 7, 2026 for the Collegiate Paddlesports Association National Championships.

Background/History/Details:

The Collegiate Paddlesports Association has requested to use Lake McIntosh for their National Championships on June 5-7, 2026. Due to parking concerns and possible safety concerns on the water, a recommendation has been made to close the park during their championships.

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's recommendation to close Lake McIntosh Park on June 5 - 7, 2026 for the Collegiate Paddlesports Association National Championships

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., SUITE 208

FAYETTEVILLE, GA. 30214

Page 6 of 76

Fee: _____

Check/Cash: _____

Office Use Only

APPLICATION FEE: \$10.00

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

NAME OF EVENT:

APPLICANT TYPE	APPLICANT INFORMATION		
Regular Non-Profit (501c): Must provide copy of IRS letter County Sponsored Event Other	Host Organization: Chief Officer of Host Organization: Applicant Name: Address: Street City State Zip Telephone: Home Cell Email:		

DATES REQUESTED	FIRST CHOICE:	SECOND CHOICE:

EVENT TYPE	ACTIVITY DESCRIPTION	CHECK ALL THAT APPLY TO THIS ACTIVITY																						
Athletic/Tournament Exhibit/Special Attraction Festival/Wedding Parade/Procession/March Concert/Performance Farmer/Outdoor Market Run/Walk/Bike Fundraiser Other		<table border="0"> <tr> <td>Alcohol</td> <td>Require Fire/EMS</td> </tr> <tr> <td>Signage/Banners</td> <td>Require Police</td> </tr> <tr> <td>Amplified Sound/Music</td> <td>Require Public Work Staff</td> </tr> <tr> <td>Tents/Canopies</td> <td>Cones/Barrels/Barricades</td> </tr> <tr> <td>Fireworks/Lasers</td> <td>Transportation Shuttle</td> </tr> <tr> <td>Generators/Electricity</td> <td>Vendors/Concessions</td> </tr> <tr> <td>Portable Restrooms</td> <td>Require Hotel Rooms</td> </tr> <tr> <td>Trash & Recycling</td> <td>Media Coverage/Press</td> </tr> <tr> <td>Crossing/Closing Roads</td> <td>Other (describe)</td> </tr> <tr> <td>Lake/Pond Use</td> <td></td> </tr> <tr> <td>Carnival/Rides/Inflatable Recreation</td> <td></td> </tr> </table>	Alcohol	Require Fire/EMS	Signage/Banners	Require Police	Amplified Sound/Music	Require Public Work Staff	Tents/Canopies	Cones/Barrels/Barricades	Fireworks/Lasers	Transportation Shuttle	Generators/Electricity	Vendors/Concessions	Portable Restrooms	Require Hotel Rooms	Trash & Recycling	Media Coverage/Press	Crossing/Closing Roads	Other (describe)	Lake/Pond Use		Carnival/Rides/Inflatable Recreation	
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Lake/Pond Use																								
Carnival/Rides/Inflatable Recreation																								

ADMISSION	LOCATION DESCRIPTION
Public Event (no cost) Tickets/Entry Fees Pre-Registration Only Registration at Event Private Event Other	FIELD #s (circle all that apply): 1 2 3 4 5 6 7 8 9 10 11 21 22 23 24 25

ATTENDANCE	ANTICIPATED SPECTATORS	ANTICIPATED PARTICIPANTS	EVENT DATE/TIME DATE	
Estimated Total			SET UP DATE:	SET UP TIME:
Estimated at Peak Time			EVENT START DATE:	EVENT START TIME:
Total Attendance			EVENT END DATE:	EVENT END TIME:
			DISMANTLE DATE:	

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

SIGNATURE OF APPLICANT OR AUTHORIZED REPRESENTATIVE:		DATE:
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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.

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.

TENTS/CANOPIES

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

Number of 10' x 10' Tents	Number of 20' x 40' Tents	Number of ____' x ____' Tents	Setup	Date	Time	Day of Week
			Pickup	Date	Time	Day of Week

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	Setup Date <input type="text"/> Time <input type="text"/> Day of Week <input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	Pickup Date <input type="text"/> Time <input type="text"/> Day of Week <input type="text"/>

Restroom Company

Address

Street

City

State

Zip

Telephone

Day

Evening

Fax

Cell

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

SANITATION & RECYCLING

YES NO

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

Number of Trash Cans	Number of Dumpsters*	Number of Recycling Bins	Setup Date <input type="text"/> Time <input type="text"/> Day of Week <input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	Pickup Date <input type="text"/> Time <input type="text"/> Day of Week <input type="text"/>

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

Sanitation Company

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.

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

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

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.

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

PARKING & 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.

SITE PLAN/ROUTE MAP

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

<i>Does your event plan/route map comply with or show the following?</i>	YES	NO	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 (if these are to remain throughout the event);			
(s) The location of fencing, cones, barriers, and/or barricades, indicating any removable fencing /tape for emergency access;			
(t) The provision of minimum of twenty-foot (20') emergency access lanes throughout the event venue;			
(u) Other related event components not listed above.			

NARRATIVE

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

ADVERTISING

Estimated advertising budget for this event? \$

In what publications/areas will you advertise this event?

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

SECURITY PLAN

YES NO

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

Will your event need overnight security?

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

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

FAYETTE COUNTY SHERIFF'S DEPARTMENT

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

THIS SECTION FOR SHERIFF'S DEPARTMENT USE ONLY

RATES

Traffic*	_____	X \$ <u>55.00/hr</u>	X _____	= _____
	# of Officers	Rate	# of Hours	TOTAL
Security*	_____	X \$ <u>45.00/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 decision in all matters involving safety and security at events.

SECURITY COMPANY

Security Organization

Address

Street

City

State

Zip

Telephone

Day

Evening

Fax

Cell

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*

_____ /
of Officers

X \$ 45.00/hr
Rate

X _____ /
of Hours

= _____
TOTAL

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

LIFE SAFETY PLAN

YES NO

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.

[Empty box for medical plan description]

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

FIRE/EMS DEPARTMENT

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

THIS SECTION FOR FIRE DEPARTMENT USE ONLY

RATES

Fire/EMS Personnel*

of Personnel

X \$ 40.00/hr
Rate

X
of Hours

=
TOTAL

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

NOTE: Applicant will be notified if rates change.

MARKETING & PUBLIC RELATIONS

YES NO

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

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

Do you plan on notifying the impacted residents and businesses?

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

Will there be live media coverage during the event?

Will media vehicles be parked within the event?

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

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

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

Event Planner/Media Contact

Address

Street

City

State

Zip

Telephone

Day

Evening

Fax

Cell

Email

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

APPLICANT'S ACKNOWLEDGEMENT OF REQUIREMENTS

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

INSURANCE REQUIREMENTS

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

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

APPLICANT'S AFFIDAVIT

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

HOLD HARMLESS AGREEMENT

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

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

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

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

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

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

I _____ do certify that
APPLICANT NAME

I am _____ of _____, 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: <i>John Traendly</i>	Date:	Notary Public:
Subscribed and sworn to before me this _____ day of _____, 20____ who is personally known to me and/or produced. _____ as identification.		My Commission Ends: _____

Please submit application to:

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

USA 2026 Marathon Trials and National Championships – Event Overview

Description:

2026 USA Marathon National Championships and USA team selection for the World Championships to be held in Argentina in late 2026. Crafts include K1 and K2 kayaks and C1 and C2 canoes that are International Canoe Federation (ICF) compliant. All craft will be human powered, except the safety boat which may have a small electric motor. Additional information can be found at Distance Paddle Racing, www.USADPR.com.

Permit Contact:

John Traendly, ACA Marathon Competition Committee (MCC), Secretary
traendj@bellsouth.net, (678) 428-7512, 3256 Millwood Trl SE, Smyrna, Georgia 30080

Sponsors

The event sponsors, the American Canoe Association (ACA) and the Collegiate Paddlesports Association (CPA), are 501(c)3 non-profit corporations. The ACA is also the US National Governing Body for Olympic Paddlesports. Southeast Paddle Sports will be a technical advisor.

Dates and Times:

- Friday, June 5, 4:30 pm – 8:30 pm – support team/officials meeting, long course buoy deployment, portage setup, signage, early check in and staff group dinner
- Saturday, June 6, 7:00 am – 1:30 pm – late check in, K1 and C1 races, awards, short course buoy deployment, support team debrief, minor cleanup if needed
- Sunday, June 7, 7:00 am – 1:30 pm – K2, C2 and short course races, awards, buoy and portage collection, packing, cleanup

Weather: Event will continue if there is rain. If there is lightning, the races will be rescheduled to fit within the agreed upon time windows.

Estimated attendance (each day)

- Participants with boats: 30 – 50 (most boats will be car topped)
 - Spectators: 15 – 20 (not including local residents who may be interested in viewing the event)
 - Event support staff: 6 – 8
-

Estimated Parking (each day)

- Vehicles: 30 – 50
 - Trailers: Southeast Paddle Sports (SEPS) box trailer, no other trailers anticipated
-

Facilities

- Lake McIntosh for short and long courses
 - Portage path (approximately 100 m)
 - Parking for vehicles and boat staging
 - Spectator observation
 - Pavilion or popup tents for athlete check-in and officials
 - Restrooms – additional rented port-a-toilets, if needed
-

Food and Beverages

Free food will be provided for race participants, family and friends on Saturday and Sunday. The food will consist of chicken tenders, subs, wraps, salads and desserts, and be purchased from a local Publix. Non-alcoholic beverages, water and Gatorade, will also be provided. There will be no on-site cooking.

Lodging

Prepaid and discounted hotel rooms will be offered to event staff and athletes as needed.

Boat Rentals

Rental boats will be available, but availability will be limited. The contact will be the Marathon Competition Committee at marathoncc@americancanoe.net.

EMS

The Host Committee will investigate the possibility of hiring local EMS to support the event. If local support is not available, the Host Committee will retain other certified EMS support.

Daily Schedules

Friday 4:30 pm – support team/officials meet

Friday 5:00 pm to 7:00 pm – competitor check-in

Friday 5:00 pm – launch safety boat, deploy long course buoys, portage setup

Friday 7:00 pm – support team/officials group dinner (location TBD)

Sat 7:00 am – late check-in opens

Sat 7:30 am – safety and course briefing for K1 and C1 races

Sat 8:00 am – K1 and C1 races mass start (may have slightly staggered starts if large group)

Sat 10:30 am – lunch buffet opens at the pavilion

Sat 11:00 am – estimated time for all boats to complete races

Sat 11:30 am – awards ceremony for K1 and C1 races

Sat 12:30 pm – lunch buffet closes

Sat 12:30 pm – support team and officials debrief, minor site clean-up

Sat 12:45 pm – deploy short course buoys

Sun 7:00 am – late check-in opens for those racing only K2s, C2s and short course

Sun 7:30 am – safety and course briefing for K2 and C2 races

Sun 8:00 am – K2 and C2 mass start (may have slightly staggered starts if large group)

Sun 10:30 am – estimated time for all K2 and C2 boats to complete races

Sun 10:30 am – lunch buffet opens at the pavilion

Sun 10:30 am – safety and course briefing for short course race

Sun 11:00 am – short 3.4 km race mass start

Sun 11:30 am – estimated time for all boats to complete the short course

Sun 12:00 pm – awards ceremony for K2, C2 and short course races

Sun 12:30 pm – lunch buffet closes

Sun 12:30 pm – gather all course buoys, portage path, site clean-up

Sun 1:15 pm – final support team and officials debrief and thank you

Note:

- If afternoons are available, the schedule might be adjusted to allow more time between events.

Course

Each lap of the long course will be 1.97 miles (3.18 km). The portage path will be approximately 100 m in length and marked by small red and yellow flags. The course will follow a counterclockwise direction with left hand turns. There will be no portages on the first lap of any race. The short course will follow a loop that is inside the long course loop (not marked on the graphic below).



Laps

Based on ICF guidance, the planned laps are as follows:

Age Group	Mens K1	Mens C1	Womens K1	Womens C1	Mens K2	Mens C2	Womens K2	Womens C2
Junior	6	4	5	3	6	4	5	3
U23	7	5	6	3	7	5	6	3
Senior	8	6	7	4	8	6	7	4
Masters 35+	5	4	4	4	5	4	4	4
Masters 45+	5	4	4	4	5	4	4	4
Masters 55+	5	4	4	4	5	4	4	4
Masters 65+	4	3	3	3	4	3	3	3
Masters 75+	4	3	3	3	4	3	3	3

Note: The Mixed K2 races will have the same number of laps as the Mens K2 races.

Boat Classes

- Registration and award boat classes:
 - K1
 - K2
 - C1 (high kneel)
 - C2 (high kneel)

Note: Competitors must use an Olympic-style kayak or canoe compliant with ICF marathon guidelines.

Example of a K1



Example of a C2



Age Classes

- Registration and award age classes (based on age on January 1, 2026 per ICF regulation 1.4)
 - Junior (U18)
 - U23 – long course only
 - Senior (Open)
 - Masters 35+
 - Masters 45+
 - Masters 55+
 - Masters 65+
 - Masters 75+

Note: All age classes will be eligible for both the long and short courses, except U23 which will be eligible for the long course only.

Photos and Videos

The support staff and spectators will be taking pictures of competitors and the venue in general. A small drone will be taking aerial videos of races in progress and the venue at a height of 50 feet or less. The drone is a Hoverair X1 ProMax weighing 194 grams (see image).



Gear

- Safety boat – small skiff
 - Signage for event entrance and restricted areas
 - Course marker buoys
 - Portage path flags
 - Timing and results spreadsheets
 - Awards and t-shirts
-

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

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DEPARTMENT OF THE TREASURY

Date **DEC 16 2014**

COLLEGIATE PADDLESPOITS ASSOCIATION
INC
3256 MILLWOOD TRAIL SE
SMYRNA, GA 30080-1602

Employer Identification Number:
47-2473282
DLN:
26053742005374
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
December 4, 2014
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5436

COLLEGIATE PADDLESPO RTS ASSOCIATION

Sincerely,

A handwritten signature in cursive script that reads "Tamera Ripperda". The signature is written in black ink and is positioned above the typed name.

Director, Exempt Organizations

BOARD OF COUNTY COMMISSIONERS

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

**FAYETTE COUNTY, GEORGIA**

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

140 Stonewall Avenue West
 Public Meeting Room
 Fayetteville, GA 30214

**MINUTES**

March 26, 2026
 5:00 p.m.

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

OFFICIAL SESSION:**Call to Order**

Chairman Lee Hearn called the March 26, 2026 Board of Commissioners meeting to order at 5:01 p.m. A quorum of the Board was present. Commissioner Charles Rousseau was absent.

Invocation and Pledge of Allegiance by Commissioner Eric Maxwell

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

Acceptance of Agenda

Vice Chairman Edward Gibbons moved to approve the agenda as written. Commissioner Charles Oddo seconded. The motion passed 4-0. Commissioner Rousseau was absent.

PROCLAMATION/RECOGNITION:

- 1. Recognition of the Fayette Fire Foundation for 10-Years of continued service to the Fayette County Fire and Emergency Services, and the Citizens of Fayette County.**

Fire Chief Jeff Hill introduced Mike Hofrichter, who recognized the Fayette Fire Foundation for 10 years of continued service to the Fayette County Fire and Emergency Services, and the citizens of Fayette County. Mr. Hofrichter stated that the mission of the Fayette Fire Foundation was to provide aid and support and to assist Fayette County Fire and Emergency Services via gifts and contributions to enhance and improve the ability of Fayette County Fire and Emergency Services and its personnel, to provide fire and emergency medical services to the community.

- 2. Recognition of two Fayette County public safety employees selected by Veterans of Foreign Wars Post 3650 as nominees for state-level awards honoring outstanding emergency services and 911 communications excellence.**

911 Director, Katye Vogt, introduced Martin Sass with Veterans of Foreign Wars. VFW Post 3650 in Fayetteville selected two individuals from Fayette County departments to represent the post in state-level competition. These honors include the Emergency Services Award and the 911 Dispatcher Award. The Emergency Services Award nominee for the Post is Kevonte

Slaughter of Fayette County Fire and Emergency Services. This award recognized an individual who provided emergency medical treatment, rescue services, or civil disaster assistance as a member of a public or volunteer organization serving the community. The 911 Dispatcher Award nominee for the Post is Stephanie Harkins of Fayette County 911 Communications. This award honored an individual who served as the critical link between callers in distress and emergency response teams by gathering essential information and ensuring the appropriate resources were dispatched quickly and accurately. These individuals represent the highest standards of professionalism, dedication, and service to the citizens of Fayette County, and their recognition reflected the vital role public safety personnel play in protecting and supporting the community.

PUBLIC HEARING:

Planning and Zoning Director, Debbie Bell read the process and procedures of the public hearing.

3. Consideration of Petition 1374-25, Joseph Reeves Akin Jr, Owner; Xavier Hill Applicant; Randy Boyd, Agent, request to rezone 3.1 acres from R-40 (Single Family) to A-R (Agricultural Residential Single Family); property located in Land Lots 198 of the 13th District, behind 1252 Highway 314.

Ms. Bell stated that this item was a request to rezone 3.1 acres from R-40 to A-R for the purposes of use as a single-family residence and for operating an A-R Wedding/Event Venue. She noted that the lot is a legal, nonconforming lot; combining the parcels will resolve all nonconformities. The subject property lies within an area designated for Low Density Residential uses on the Future Land Use Plan map. This request conforms to the Fayette County Future Land Use Plan, in that the proposed zoning is a less intense use. Ms. Bell stated that both staff and the Planning Commission recommended conditional approval with the following condition: 1. All parcels that are the subject of this petition shall be combined by a recorded final plat within 180 days of the approval of the petition or prior to the submittal of a site development plan, whichever comes first. Ms. Bell provided various maps outlining the location, topography, surrounding zoning, environmental elements, and an aerial depiction of the property.

Randy Boyd, owner representative, reiterated that the proposed property was a legal lot of record and the request conformed to the Fayette County Future Land Use Plan. He noted that combining the parcels would resolve all nonconformities. He concluded asking for the Board's favorable approval. He also confirmed that they agreed to the condition as outlined.

No one spoke in favor or opposition.

Vice Chairman Gibbons moved to approve Petition 1374-25, Joseph Reeves Akin Jr, Owner; Xavier Hill Applicant; Randy Boyd, Agent, request to rezone 3.1 acres from R-40 (Single Family) to A-R (Agricultural Residential Single Family); property located in Land Lots 198 of the 13th District, behind 1252 Highway 314, with outlined condition. Commissioner Oddo seconded.

Commissioner Maxwell asked with landlocked property what type of provision was available to allow access.

Ms. Bell stated that in order to be eligible for a building permit a landlocked parcel had to have a recorded easement that was at least 20 ft wide. She stated that she did not find an easement for this property and noted that no one had applied for a building permit for the property either. Ms. Bell stated that the condition was put in place because the property was landlocked.

Commissioner Maxwell asked if there was any provision for someone to gain access to the highway/roadway from this property.

Ms. Bell stated no, not without a legal easement.

Assistant County Attorney Ali Cox stated that the property owner could be granted an easement from a neighbor.

Commissioner Maxwell stated that his concern was if the owner was granted an easement from a neighbor, it potentially could open up the entire left side of the property near the lake to road development, which they did not want. He added that when the larger rezoning request was approved in February 2026 it was not his intention for there to be any type of alternate access and this could create a way to do so.

Ms. Bell stated that a neighbor could grant an access easement but that would make it eligible for a driveway but not a road construction project.

Commissioner Maxwell reiterated that he did not want to create a situation where approving this rezoning potentially changes the accessibility of the property. Commissioner Maxwell also noted that it would have been beneficial to review both rezoning requests at the same time to ensure all information was considered to make the most informed decisions.

Mr. Boyd stated that after the February meeting his client spoke with County Attorney Dennis Davenport regarding bringing access through another piece of property he owned, and Mr. Davenport told him no. Mr. Boyd stated that based on that he would assume the same would be true for this property and access would not be available.

Ms. Cox confirmed that that was correct and stated it involved ordinance requirements regarding increased density and the potential of a change in use that was not allowed in a residential lot.

Mr. Boyd noted that they would have preferred having both rezoning requests discussed at the same time but was advised by staff that the larger parcel had to be done first.

Ms. Cox stated that because this current parcel was less than 5 acres it could not be rezoned to A-R without combination to the larger lot, as a result the larger property had to be rezoned first.

Vice Chairman Gibbons moved to approve Petition 1374-25, Joseph Reeves Akin Jr, Owner; Xavier Hill, Applicant; Randy Boyd, Agent, request to rezone 3.1 acres from R-40 (Single Family) to A-R (Agricultural Residential Single Family); property located in Land Lots 198 of the 13th District, behind 1252 Highway 314, with the outlined condition. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Rousseau was absent.

4. Consideration of amendment to Fayette County Code of Ordinance Chapter 110.-Zoning; Article VII. – Zoning Board of Appeals.; Sec. 110-238 – Membership. (a) Membership and appointments.

Ms. Bell stated that this item was seeking approval of amendment clarification that addresses qualifications for membership on the Zoning Board of Appeals. It would allow members to sit on other boards so long as those positions are not also appointments by the Fayette County Board of Commissioners.

No one spoke in favor or opposition.

Vice Chairman Gibbons moved to approve an amendment to Fayette County Code of Ordinances Chapter 110.-Zoning; Article VII. – Zoning Board of Appeals.; Sec. 110-238 – Membership. (a) Membership and appointments. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Rousseau was absent.

5. Consideration of amendment to Fayette County Code of Ordinance Chapter 110.- Zoning; Article X. – Planning Commission.; Sec. 110-325. – Planning commission.; (1) Membership and appointments.

Ms. Bell stated that this item was seeking approval of an amendment clarification that addresses qualifications for membership on the Planning Commission. It would allow members to sit on other boards so long as those positions are not also appointments by the Fayette County Board of Commissioners.

No one spoke in favor or opposition.

Vice Chairman Gibbons moved to approve amendment to Fayette County Code of Ordinance Chapter 110.- Zoning; Article X. – Planning Commission.; Sec. 110-325. – Planning commission.; (1) Membership and appointments. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Rousseau was absent.

6. Consideration of amendment to Fayette County Code of Ordinance Chapter 110. Zoning; Article V. – Conditional Uses, Nonconformances, and Transportation Corridor Overlay Zone. - Sec. 110-169. -Conditional use approval. (2)n.5. – Uses and/or Structures incidental to a Church to add Off-Site Parking as an incidental use to churches.

Ms. Bell stated that this amendment would add a use under conditional use criteria for churches and other places of worship to provide for an incidental use for off-site parking subject to the specific conditions outlined in the proposed text amendment. She stated that staff recommended approval of amendment as presented and noted that the Planning Commission recommended approval of an amended version of the proposed text amendment to add a condition to require a traffic control plan.

Bill Entriakin with Flat Creek Baptist Church stated that he was in favor of the amendment request. He noted that not only was the church growing, it also hosted several large events, and was recently approached by the QTS regarding off-site parking during non-business hours as a result, off-site parking was needed. However, the wording of what was being presented for approval was not preferred and he felt it needed to be adjusted.

Jeff Pritchett with Flat Creek Baptist Church expressed that he was in favor of the amendment request. He stated that while he agreed with the need for the addition of the off-site parking as a conditional use he was concerned about the wording and stipulations outlined in the proposed amendment.

No one spoke in opposition.

Ms. Cox stated in response to public comments that churches and other places of worship are conditional use in the majority of the zoning districts throughout the County because traditionally, they are primarily used Sunday mornings and Wednesday nights. With that in mind, there was already a list of restrictions in place for churches and other places of worship. In consideration of this proposed amendment in discussing using these facilities as parking outside of their intended use, the proposed conditions are drafted in a way to maintain the intent of the residential zoning. Ms. Cox briefly discussed some of the concerns outlined in public comments as it pertained to principal use restrictions/conditions, lease term restrictions, public use restrictions, parking expansion, and off-site parking use restrictions/conditions, etc. Ms. Cox highlighted that this ordinance amendment was for churches and places of worship throughout the County and not specific to one church or location.

Mr. Rapson stated that QTS was in the midst of construction that was about to ramp up, requiring more staff and more parking. As a result, they were looking for additional parking to accommodate that need. They reached out to the Pavilion, who declined interest. Subsequently, they began to reach out to local churches and in an effort to create a legal mechanism for off-site parking for churches and places of worship this amendment was comprised.

Ms. Cox stated that in review of the wording of item #7 of the amendment she would make a small clarifying revision adding the term “as off-site parking” instead of as it currently reads as a “church” which would be too far for most churches and should be at the time of application as off-site parking use.

Vice Chairman Gibbons asked if the proposed amendment needed to be modified based on Ms. Cox's comments regarding the revision.

Ms. Cox stated yes, she would make that revision.

Vice Chairman Gibbons moved to table.

Mr. Rapson stated that this was currently taking place against County Ordinance where a citation could be issued which was why it was being brought before the Board to establish an enforceable policy. He also noted that there was the condition mentioned by the Planning Commission to add the requirement of a traffic control plan. If that was something the Board was interested in adding this would be an opportunity to include it.

Further conversation continued.

Chairman Hearn stated that he felt some of the restrictions of the outlined amendments were too restrictive specifically the requirement that if the church parking lot was expanded [as outlined per County Code], it could not be used for off-site parking. He stated that he felt there should be an option that would allow for the additional parking lot to be added to the current off-site parking agreement, if desired.

Commissioner Maxwell stated that he understood this was currently happening and he did not want any church cited or ticketed. However, as it stood there was a lot of discussion and several changes being made that he did not have time to properly read and review to make an informed decision.

Commissioner Oddo stated that he felt they should move forward with putting the amendment in place for the time being, then bring back any changes and revisions, completing the process in two parts.

Vice Chairman Gibbons moved to table. The motion passed 3-1, with Commissioner Oddo voting in opposition. Commissioner Rousseau was absent.

7. Consideration of amendment to Fayette County Code of Ordinance Chapter 110. Zoning; Article V. – Conditional Uses, Nonconformances, and Transportation Corridor Overlay Zone.; Sec. 110-169. Conditional use approval.; (2) Conditional uses allowed to add Supporting Off-Site Parking as a conditional use in O-I (Office- Institutional) zoning district.

Ms. Bell stated that this item was seeking approval of an amendment to allow off-site parking as a conditional use in the O-I (Office- Institutional) zoning district. Staff recommended approval of the amendment as presented and the Planning Commission recommended denial of amendment.

Rick Lindsey stated that he was in favor of the amendment to allow off-site parking as a conditional use in the O-I (Office- Institutional) zoning district. He noted that in conversations with a representative from QTS this would assist them in accelerating the construction process and moving the project forward. He stated that he represented the owner of the property formerly known as Adams Farm which is zoned mobile home park. Mr. Lindsey stated that his client seeks to rezone the property O-I using it temporarily for off-site parking, then converting it into an office building in the future. He mentioned that he had emailed Ms. Cox two changes to the amendment language that he would propose, which she was amenable to.

Ben Loggins of Fayetteville expressed his concern that the potential for off-site parking would cause more traffic and could create issues with run-off in the area.

Mr. Lindsey stated that the goal was to disburse current traffic on Highway 54 to other areas in the County. And if approved they would adhere to all erosion and sediment control requirements as outlined by the County to alleviate any run-off concerns.

Vice Chairman Gibbons moved to table. Based on necessary changes to the amendments that need to be reviewed.

Commissioner Maxwell stated that he was concerned about what type of vehicles would be allowed to use this off-site parking and felt that it needed to be addressed and outlined with appropriate restrictions within the ordinance language.

Vice Chairman Gibbons moved to table. The motion passed 3-1, with Commissioner Oddo voting in opposition. Commissioner Rousseau was absent.

PUBLIC COMMENT:

CONSENT AGENDA:

Vice Chairman Gibbons moved to approve the Consent Agenda. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Rousseau was absent.

8. **Approval to accept the donation of 56 Thermal Imaging Cameras, in the valued amount of \$55,152.85, from the Fayette Fire Foundation for use during emergency operations during structural firefighting, victim rescue, and firefighter safety.**
9. **Approval of Peachtree City's reappointment of Tricia Steamsto, as the Peachtree City appointment, to the Fayette County Library Board for a four-year term beginning January 1, 2026 and expiring December 31, 2030.**
10. **Approval to accept the right-of-way deed and multi-use path easement for the Windsor Court subdivision per Fayette County Code, Chapter 104; ARTICLE III - Street Design Standards and Specifications; Section 104-52 (b);(c) - Right of Way; Article XV. - Subdivision Regulations; Section 104-595 (2)(k). and Section 104-596 (c);(32).**
11. **Approval of the March 12, 2026, Board of Commissioners Meeting Minutes.**

OLD BUSINESS:

NEW BUSINESS:

12. **Request to award Bid #26109-B to Ten-8 Fire & Safety, LLC for MSA G-1 Self-Contained Breathing Apparatus (SCBA) and associated accessory parts and safety devices in the amount of \$1,418,964.40 and allow for the department to auction existing used SCBAs and associated devices.**

Vice Chairman Gibbons moved to approve to award Bid #26109-B to Ten-8 Fire & Safety, LLC for MSA G-1 Self-Contained Breathing Apparatus (SCBA) and associated accessory parts and safety devices in the amount of \$1,418,964.40 and allow for the department to auction existing used SCBAs and associated devices. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Rousseau was absent.

ADMINISTRATOR'S REPORTS:

A. Contract #26071-B Justice Center Roof Replacement

Hot Projects

Mr. Rapson stated that he provided the Board with the Hot Topics report with updates.

ATTORNEY'S REPORTS:

Notice of Executive Session: County Attorney Dennis Davenport stated that there were three items for Executive Session. One item involving pending litigation, one item involving real estate acquisition, and the review of the March 12, 2026 Executive Session Minutes.

COMMISSIONERS' REPORTS:

EXECUTIVE SESSION:

One item involving pending litigation, one item involving real estate acquisition, and the review of the March 12, 2026 Executive Session Minutes. Vice Chairman Gibbons moved to go into Executive Session. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Rousseau was absent.

The Board recessed into Executive Session at 6:24 p.m. and returned to Official Session at 6:43 p.m.

Return to Official Session and Approval to Sign the Executive Session Affidavit: Commissioner Oddo moved to return to Official Session and for the Chairman to sign the Executive Session Affidavit. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Rousseau was absent.

Approval of March 12, 2026 Executive Session Minutes: Commissioner Oddo moved to approve the March 12, 2026 Executive Session Minutes. Vice Chairman Gibbons seconded the motion. The motion passed 4-0. Commissioner Rousseau was absent.

ADJOURNMENT:

Commissioner Oddo moved to adjourn the March 26, 2026 Board of Commissioners meeting. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Rousseau was absent.

The March 26, 2026 Board of Commissioners meeting adjourned at 6:44 p.m.

Marlena Edwards, Chief Deputy County Clerk

Lee Hearn, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 9th day of April 2026. Attachments are available upon request at the County Clerk's Office.

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 re-appoint Shirelle Hicks to the Recreation Commission for a term beginning June 1, 2026 and expiring May 31, 2030.

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 Recreation Commission vacancy was advertised for 60 days with only one applicant applying for the position. The Selection Committee consisting of Charles McCollum, Chair of the Recreation Commission, Nick Kilburg, Vice-Chair of the Recreation Commission and Anita Godbee, Director of Parks and Recreation, voted unanimously to recommend reappointment of the position to Shirelle Hicks.

The seat was previously held by Shirelle Hicks.

What action are you seeking from the Board of Commissioners?

Approval to re-appoint Shirelle Hicks to the Recreation Commission for a term beginning June 1, 2026 and expiring May 31, 2030.

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:

	Press Release	
--	---------------	--



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 office located at 140 Stonewall Avenue West, Suite 208, 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, March 13, 2026.**

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

NAME Shirelle Hicks

ADDRESS 245 Oak Manor, Fayetteville, GA 30214

TELEPHONE (cell) [REDACTED] (home) N/A

EMAIL ADDRESS [REDACTED]

Shirelle Hicks

03/03/26

03/03/26

Signature

Date



APPLICATION FOR APPOINTMENT
Fayette County Recreation Commission

1. How long have you been a resident of Fayette County?
22 Years
2. Why are you interested in serving on the Fayette County Recreation Commission?
I am currently on the board and requesting to have my appointment renewed.
3. What qualifications and experience do you possess for appointment to the Recreation Commission?
I have served of the Recreation Board for the past three and a half years and I have been able to help with improving programs that we currently have. I have also played a role in the development of the first new Recreation Building that will be built for the county. I would the opportunity to continue working on this project and more projects that will help the citizens of the county.
4. List your recent employment experiences to include name of company and position.
I am a Real Estate Broker for Lions Gate Realty
I am a Custom Home Builder for Hicks Custom Homes
5. Do you have any past experience relating to the Recreation Commission? If so, please describe.
I am currently a Parks and Recreation Commissioner
6. Are you currently serving on a commission/board/authority or in and elected capacity with any government?
I currently serve on the Parks and Recreation Commission. I am requesting to be considered for renewal on the board
7. Have you attended any Recreation Commission meetings in the past two years and, if so, how many?
As a commissioner of Parks and Recreation I attend the monthly meeting that we have
8. Are you willing to attend seminars or continuing education classes at county expense?
Yes, I am willing to attend seminars and continuing education classes at county expense
9. What is your vision of the county's future related to the duties of the Recreation Commission?
I would like to see the citizens of Fayette County get an opportunity to enjoy the first new construction recreation building that will offer ways for the citizens to enjoy the work, live, play environment right where they live. I would like to play a role in the development of new activities that the citizens will enjoy, such as the first new pickleball court that we had built.

10. Would there be any possible conflict of interest between your employment or your family and you serving on the Recreation Commission?
No there is no conflict
11. Are you in any way related to a County Elected Official or County employee? If so, please describe.
I am not related to a county elected official
12. Describe your current community involvement.
I currently serve on the Parks and Recreation Board. I hold several active roles for my HOA
13. Have you been provided a copy of the county's Ethics Ordinance?
Yes, I have been provided a copy of the county's Ethics Ordinance
14. Is there any reason you would not be able to comply with the Ethics Ordinance?
There is no reason that I wouldn't be able to comply with the Ethics Ordinance

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to award Bid #26108-B: 2017/2023 SPLOST; Stormwater Category II, Tier II 25SAG/S26AF 140 Brandon Mill Circle Culvert Replacement to the lowest responsive, responsible bidder, The Corbett Group, LLC, in the amount of \$260,621.25.

Background/History/Details:

On March 21, 2017, the citizens of Fayette County voted to enact a Special Purpose Local Option Sales Tax (SPLOST) to replace failing infrastructure throughout the unincorporated area of Fayette County. 140 Brandon Mill Circle is listed as a 2017 Stormwater SPLOST Category II, Tier II project.

The Brandon Mill Circle (140) project location is near 140 Brandon Mill Circle in Fayette County and consists of removing the existing deteriorated single 48-inch Corrugated Metal Pipe (CMP) stormwater system and replacing it with 54-linear feet of Reinforced Concrete Pipe (RCP) and 331-linear feet of HDPE Smooth-lined Corrugated High-Density Polyethylene (HDPE).

What action are you seeking from the Board of Commissioners?

Approval to award Bid #26108-B: 2017/2023 SPLOST; Stormwater Category II, Tier II 25SAG/S26AF 140 Brandon Mill Circle Culvert Replacement to the lowest responsive, responsible bidder, The Corbett Group, LLC, in the amount of \$260,621.25.

If this item requires funding, please describe:

\$201,318.04 is available in 2017 SPLOST, Stormwater Category II, Tier II 25SAG Project Brandon Mill Circle (140) Culvert Replacement. The remaining \$59,304.00 is available in 2023 SPLOST, Stormwater Category II, Tier II S26AF Project Brandon Mill Circle (140).

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: Sherry White 

Date: March 26, 2026

For BOC Meeting: April 9, 2025

Subject: Contract #26108-B Brandon Mill Circle (140) Culvert Replacement

The Purchasing Department issued Invitation to Bid 26108-B to secure a contractor to install a culvert on Brandon Mill Circle (140). Notice of the opportunity was emailed to 101 companies. Another 374 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code #91339 (Construction, Pipe Culvert) and #91377 (Maintenance and Repair, Pipe Culvert). The offer was also advertised through the county website and the Fayette County News.

Ten companies submitted bids (Attachment 1).

Environmental Management recommends rewarding The Corbett Group, LLC. This company has not contracted with the county in the past, so a Contractor Performance Evaluation is not available. A positive response from all their references was received.

Specifics of the proposed contract are as follows:

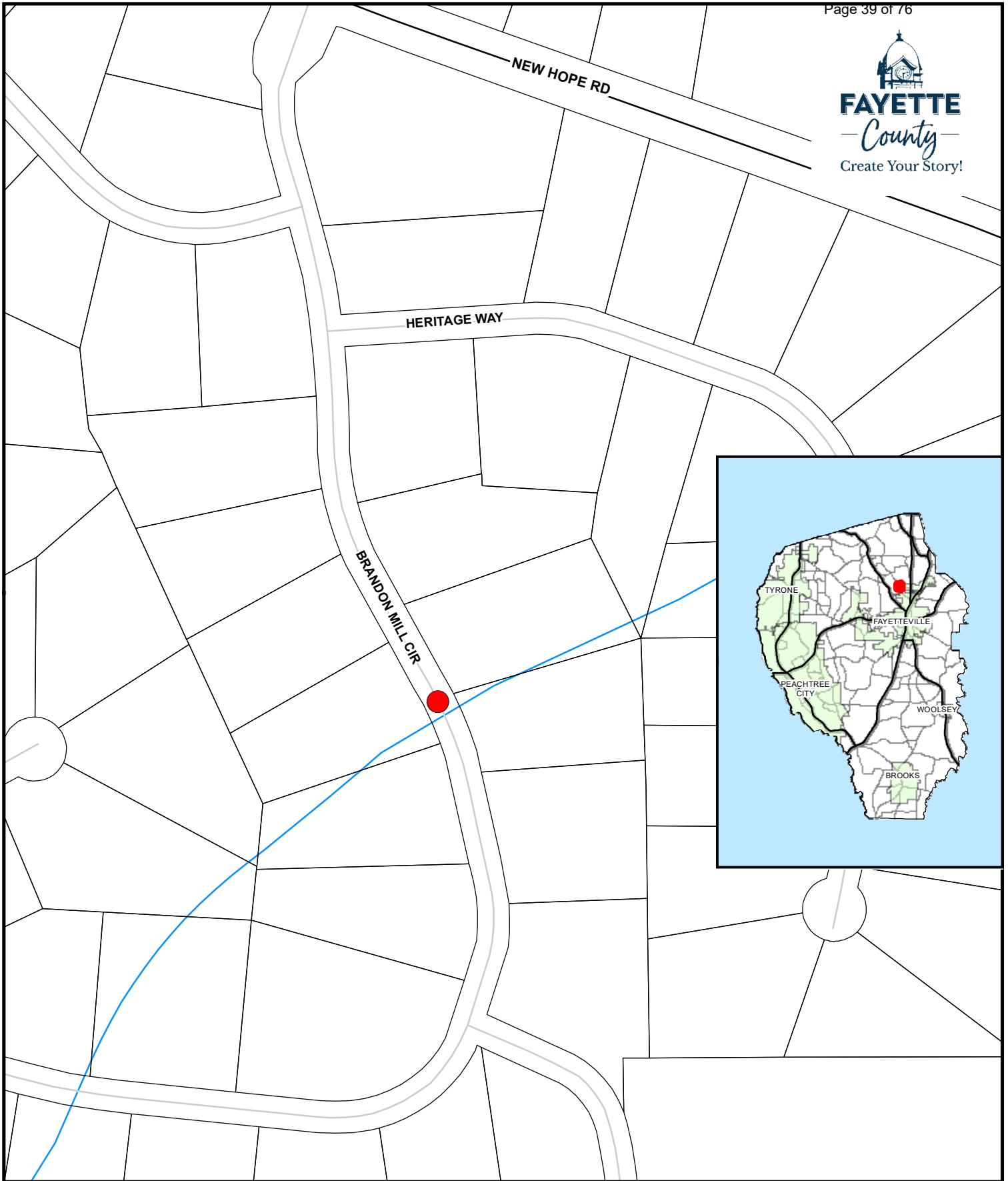
Contract Name	26108-B Brandon Mill Circle (140) Culvert Replacement	
Contractor	The Corbett Group, LLC	
Contract Amount	\$260,621.25	
Budget:		
Fund	322	2017 SPLOST
Org Code	32240320	STORMWATER
Object	541210	OTHER IMP
Project	25SAG	140 BRANDON MILL CIR EAST
Available	\$201,318.04	As of 3/25/2026
	<u>\$59,304.00</u>	17SAS STORMWATER IMPROVEMENT
	\$260,622.04	After budget transfer


Bid Tabulation

March 24, 2026

COMPANY NAME	TOTAL BID AMOUNT
GEORGIA DEVELOPMENT PARTNERS	\$539,412.73
SITE ENGINEERING INC	\$423,381.00
CRAWFORD GRADING	\$415,206.00
PIEDMONT PAVING	\$399,798.75
MCLEROY INC	\$387,763.43
R&B DEVELOPER INC	\$354,919.00
HELIX	\$346,038.85
K&E GROUP USA INC	\$335,720.50
RRT INC	\$265,637.50
THE CORBETT GROUP	\$260,621.25

*Blue numbers reflect price adjustment to exclude itemized item 670-6050



 Project Location

Fayette County 2017 SPLOST 25SAG Brandon Mill Cir Vicinity Map



1 2 3 4 5

D

C

B

A

GENERAL SHEET NOTES

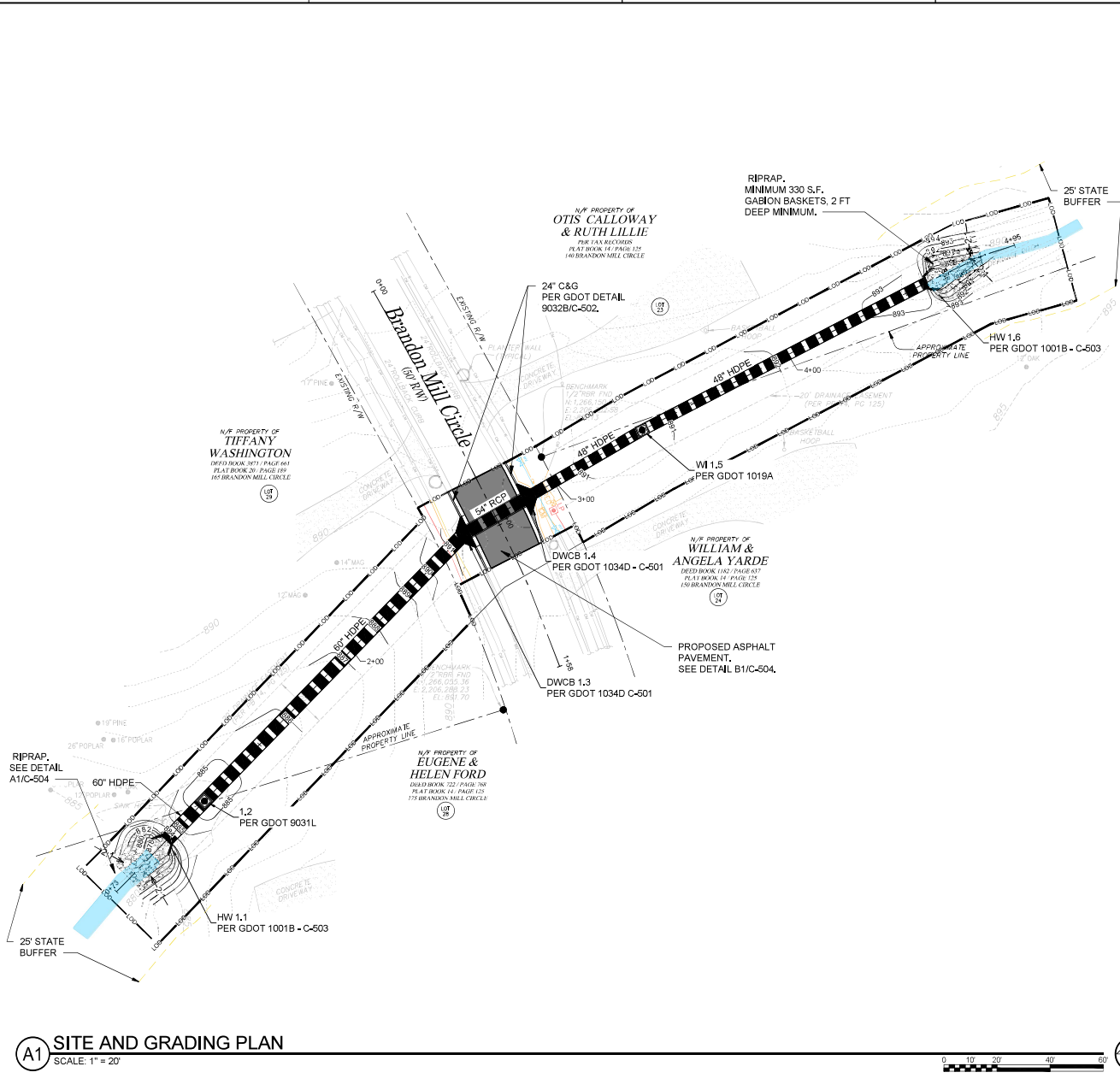
1. REFER TO SHEETS C-001 AND C-002 FOR LEGENDS, ABBREVIATIONS, AND CIVIL NOTES.
2. THIS SHEET IS PART OF A MULTI-SHEET SET OF CONSTRUCTION PLANS AND SHALL BE READ WITH THE FULL SET TO BEST ENSURE PROPER INTERPRETATION.
3. ALL CONCRETE FORMWORK AND REINFORCING BARS TO BE INSPECTED BY ENGINEER'S OR OWNER'S FIELD REPRESENTATIVE IN CONJUNCTION WITH THE CONTRACTOR'S REPRESENTATIVE BEFORE CONCRETE IS PLACED.
4. AS-BUILT DRAWINGS SHALL CONTAIN ALL RELEVANT ELEVATIONS AND INVERTS, (ALL AS-BUILT DRAWINGS MUST BE CERTIFIED BY A GEORGIA REGISTERED LAND SURVEYOR).
5. CONTRACTOR TO ESTABLISH TEMPORARY SUPPORT FOR EXISTING UTILITIES AND MAINTAIN IT THROUGHOUT CONSTRUCTION.
6. CONTRACTOR TO BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGED CURB, FENCE, OR DRIVEWAYS DURING CONSTRUCTION.
7. CONTRACTOR TO BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGED ROADWAY/ASPHALT DURING PROJECT CONSTRUCTION, AS WELL AS REPLACEMENT AND RELOCATION OF MAILBOXES.

GRADING NOTES:

1. FOR EXISTING ROAD GRADE AND DRAINAGE PATTERN, REFER TO DETAIL B1/C-504.
2. MAXIMUM SLOPES ALLOWED WITHIN FAYETTE COUNTY RIGHT-OF-WAY SHALL BE 3:1. PROVIDE GENTLER SLOPES WHERE POSSIBLE.

LEGEND

- LIMITS OF DISTURBANCE
- - - - - APPROXIMATE RIGHT-OF-WAY/PROPERTY LINE
- ASPHALT PAVEMENT
- RIPRAP TYPE 1



A1 SITE AND GRADING PLAN
SCALE: 1" = 20'



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

PROJECT NAME
140 BRANDON MILL CIRCLE CULVERT REPLACEMENT
FAYETTE COUNTY, GA

DRAWING ISSUE	DATE	DESCRIPTION	MARK
DESIGNED BY:	CAO		
DRAWN BY:	JCU		
CHECKED BY:	DMM		
SUBMITTED BY:	DMM		
DATE:	JUNE 12, 2025		
PROJECT #	1250230		

SHEET TITLE
SITE AND GRADING PLAN

SHEET NUMBER
CG101
SHEET 6 OF 24
ORIGINAL SHEET SIZE:
22" X 34"

FILE PATH: X:\P25\125023007_CAD\DWG\07_CAD\CIVIL\CG101.PLOTTED BY: UBIETA, JUAN DATE: 06/13/2025

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to approve the revised Georgia Department of Transportation's Contract for Acquisition of Right-of-Way for the SR 85/SR279/ Corinth Road project (GDOT PI 0017813) reflecting updated funding amounts.

Background/History/Details:

On February 12, 2026, the Board approved GDOT's Contract for Acquisition of Right-of-Way for the SR 85/SR 279/Corinth Road project (GDOT PI 0017813). Following that approval, GDOT updated the agreement to reflect actual funding allocations based on preliminary cost estimates for the Right-of-Way (ROW) phase.

The original agreement included a federal reimbursement amount of \$4,040,000 with a local match of \$1,010,000. The updated agreement adjusts these amounts to a federal reimbursement of \$3,891,200 and a local match of \$1,158,800.

As the ROW phase progresses and additional information becomes available, these funding amounts may be further refined to reflect actual costs.

Board approval is requested to accept the revised agreement and authorize execution of the updated document. This request does not change the project scope and is updating only the funding amounts to align with GDOT requirements and awarded funds.

What action are you seeking from the Board of Commissioners?

Approval of the revised Georgia Department of Transportation's Contract for Acquisition of Right-of-Way for the SR 85/SR279/Corinth Road project (GDOT PI 0017813) reflecting updated funding amounts.

If this item requires funding, please describe:

The local match of \$1,158,800 is available from SPLOST R-8D.

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:

Revised 3/2026

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

**PROJECT: N/A
LOCAL GOVERNMENT: FAYETTE
FEDERAL/STATE ROUTE: SR 85/SR 279
P.I. NO.: 0017813**

**STATE OF GEORGIA
FAYETTE COUNTY**

This Agreement made and entered into this ___ day of _____, 20___ by and between the **GEORGIA DEPARTMENT OF TRANSPORTATION** (hereinafter called the **DEPARTMENT**) and **FAYETTE COUNTY** (hereinafter called the **LOCAL GOVERNMENT**).

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

WITNESSETH THAT:

WHEREAS, the **DEPARTMENT** and the **LOCAL GOVERNMENT** propose to let to construction the above indicated project located at **SR 85 @ 1 LOC; SR 279 @ 1 LOC & CORINTH ROAD @ 1 LOC**, with the cost of the right- of-way being distributed between the **LOCAL GOVERNMENT** and the **DEPARTMENT** as hereinafter specified; and

WHEREAS, rights of way lying on a designated state or federal route (on-system) are to be acquired in the **DEPARTMENT’S** name by the **LOCAL GOVERNMENT** when closed by deed; and

WHEREAS, rights of way lying on a designated state or federal route (on-system) requiring condemnation are to be condemned in the **LOCAL GOVERNMENT’S** name and then transferred to the **DEPARTMENT** by quit claim deed after the condemnation is complete and after the **LOCAL GOVERNMENT** has full and final possession of the right-of-way; and

WHEREAS, rights of way lying on a non-designated state or federal route (off-system) are to be acquired in the **LOCAL GOVERNMENT’S** name by the **LOCAL GOVERNMENT** when closed by deed and remain in the **LOCAL GOVERNMENT’S** name; and

WHEREAS, rights of way lying on a non-designated state or federal route (off-system) requiring condemnation are to be condemned in the **LOCAL GOVERNMENT’S** name and remain in the **LOCAL GOVERNMENT’S** name; and

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

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

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

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

ITEM I

The **PROJECT** Detailed ROW Cost Estimate as prepared by the **LOCAL GOVERNMENT** estimated that the **PROJECT** Right-of-Way cost is **Five Million Fifty Thousand DOLLARS and No CENTS (\$5,050,000.00)**. The maximum amount which the **DEPARTMENT** shall be obligated to reimburse the **LOCAL GOVERNMENT** for eligible reimbursable right-of-way costs is up to **Three Million Eight Hundred Ninety-One Thousand Two Hundred DOLLARS and No CENTS (\$3,891,200.00)**, which represents the Maximum Federal Participation of the costs of the **PROJECT** for eligible right-of-way costs. Reimbursable right-of-way costs include land and improvement costs and other costs as specified in 23 CFR 710.203(b). It is also agreed that the **LOCAL GOVERNMENT's** Participation/Match of the Federal Participation cost of the **PROJECT** is **One Million One Hundred Fifty-Eight Thousand Eight Hundred DOLLARS and No CENTS (\$1,158,800.00)**.

The obligation of the **DEPARTMENT** to reimburse the **LOCAL GOVERNMENT** is expressly limited to the amount of funds remitted to the **DEPARTMENT** by the **FHWA**. In the event the funds made available to the **DEPARTMENT** by the **FHWA** are insufficient for the Project, the **DEPARTMENT's** reimbursement obligations shall not exceed the availability of such **FHWA** funds, and the **DEPARTMENT** shall have the right at its sole discretion to terminate this agreement immediately upon notice to the **LOCAL GOVERNMENT** without further obligation of the **DEPARTMENT**. If the total dollar amount of the reimbursable costs is more than the estimated Right-of-Way **PROJECT** cost set forth in the Detailed ROW Cost Estimate, the **DEPARTMENT** shall have no obligation for any actual reimbursable costs that exceed the maximum amount provided for herein.

Rights of way lying on a designated state or federal route (on-system) are to be acquired in the **DEPARTMENT'S** name by the **LOCAL GOVERNMENT** when closed by deed. Rights of

way lying on a designated state or federal route (on-system) requiring condemnation are to be condemned in the **LOCAL GOVERNMENT'S** name and then transferred to the **DEPARTMENT** by quit claim deed after the condemnation is complete and after the **LOCAL GOVERNMENT** has full and final possession of the right-of-way. Rights of way lying on a non-designated state or federal route (off-system) are to be acquired in the **LOCAL GOVERNMENT'S** name by the **LOCAL GOVERNMENT** when closed by deed and remain in the **LOCAL GOVERNMENT'S** name. Rights of way lying on a non-designated state or federal route (off-system) requiring condemnation are to be condemned in the **LOCAL GOVERNMENT'S** name and remain in the **LOCAL GOVERNMENT'S** name.

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

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

The **LOCAL GOVERNMENT** is responsible for properly flagging, staking, and marking all required right-of-way and all required easement (temporary or permanent) surveyed boundary lines **PRIOR** to the appraiser inspecting and appraising the property and **PRIOR** to the on-site Negotiation Agent meeting with the property owner to review the required right-of-way and/or required easement(s).

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

ITEM II

The **LOCAL GOVERNMENT** shall ensure at the time of closing that the current, approved deed or easement document reflects the latest revised or current required right-of-way description and/or easement(s) description.

The **LOCAL GOVERNMENT** will be responsible for the preparation of deeds, legal descriptions, and plats. The **LOCAL GOVERNMENT** will provide its own legal counsel associated with acquiring properties by deed.

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

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

ITEM III

Invoices for eligible reimbursable right-of-way costs in ITEM I will be paid to the **LOCAL GOVERNMENT** at eighty percent (80%). **The procedure for reimbursement is as follows:**

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

One (1) electronic copy of the following items shall be included for each parcel and activity cost to be reimbursed:

- 1) **Reimbursement of eligible costs associated with properties acquired by deed or easement:**
 - a) **Recorded Deed or Easement;**
 - b) **Copy of the Approved Option;**
 - c) **Executed Closing Statement;**
 - d) **Copy of approved Review Appraisers Report (Form 532);**
 - e) **DETAILED COST ESTIMATE ONLY IF NFS; and**
 - f) **Approved Administrative Settlement Analysis (if applicable)**

- 2) **Reimbursement of eligible costs associated with properties acquired through condemnation:**
 - a) **Copy of the filed, recorded Condemnation Petition with identified docket number;**

- b) Copy of receipt for monies deposited into court;
- c) Copy of Quitclaim Deed from LOCAL GOVERNMENT to DEPARTMENT for on-system only; and
- d) Approved Settlement Authority Request (if applicable)

3) Reimbursement of eligible property management costs:

- a) Copy of verifiable and detailed invoice from the contractor and receipt for payment from the LOCAL GOVERNMENT and any fee contractors employed by the LOCAL GOVERNMENT for Property Management activities.

4) Reimbursement of eligible relocation costs:

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

5) Reimbursement for any other direct eligible cost(s) as specified in 23 CFR 710.203(b), but not specifically listed above, must include an invoice and any other supporting documentation as may be requested by the DEPARTMENT.

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

ITEM IV

The LOCAL GOVERNMENT will ensure that the demolition and removal in their entirety of all buildings, walls, fences, gates, underground storage tanks, other hazardous materials, signs, or any other improvements and structures of any nature or description, lying wholly or partially situated within the right-of-way and/or easement area, whether surface or subsurface shall be conducted in accordance with and pursuant to any and all pertinent state and federal laws, regulations and procedures, including but not limited to all current laws, regulations and procedures of the U.S. Environmental Protection Agency and the Georgia Environmental Protection Division.

Any demolition and removal shall be in accordance with procedures approved by the DEPARTMENT. The DEPARTMENT will not remove any improvements or structures such as clearing and grubbing items.

Any and all contaminated properties will require the DEPARTMENT's approval before being acquired by the LOCAL GOVERNMENT.

ITEM V

The **LOCAL GOVERNMENT** has the authority to approve a counteroffer or an administrative settlement up to \$20,000 or 10% above the approved Fair Market Value. On legal settlement authority for condemned parcels, the **LOCAL GOVERNMENT** authority level is 20% or \$20,000, whichever is greater. All other counter offers, administrative settlements and legal settlement authority on condemned parcels must be reviewed and approved by the **DEPARTMENT**, if the **DEPARTMENT** is to participate in any increased cost. Any modification whatsoever or any special provision included as an agreement to any document must first be approved and appropriately accepted by the **DEPARTMENT**. The DLGC in the **Thomaston District Office** will function as the **LOCAL GOVERNMENT** liaison with the **DEPARTMENT**. All counter offers, check requests, and any matters to be considered for agreement will be submitted through the DLGC.

Once a determination has been made by the General Office, the DLGC will notify the **LOCAL GOVERNMENT**, in writing, of either approval or rejection of the submitted proposal.

The **DEPARTMENT** will not participate in any portion of a counter proposal which is closed prior to **DEPARTMENT** review, approval and acceptance.

ITEM VI

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

ITEM VII

Once the environmental clearance is obtained and the right-of way-plans are approved, but prior to right-of-way authorization, the **LOCAL GOVERNMENT** can begin pre-acquisition activities. However, acquisition activities including the making of offers cannot be made until the following has been completed: an acceptable project cost estimate has been submitted, reviewed and approved; right-of-way funds have been authorized in accordance with 23 CFR Part 710; and, the **DEPARTMENT** has issued a Notice to Proceed to the **LOCAL GOVERNMENT** for any eligible, reimbursable right-of-way acquisition activities.

The **LOCAL GOVERNMENT** agrees to defend itself from and against any and all suits, if any should arise, involving property titles and/or contaminated properties associated with the acquisition of Rights of Way by deed or condemnation.

ITEM VIII

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

ITEM IX

The **LOCAL GOVERNMENT** will, in the right-of-way acquisition procedure, observe and comply with Title 49 Code of Federal Regulations Part 24; Title 23 Code of Federal Regulations Part 710; Georgia Laws 1972, p. 931, as amended; and, in accordance with the requirements as outlined in the Relocation Assistance Manual prepared by the **DEPARTMENT**. The **LOCAL GOVERNMENT** will be responsible for making payments to owners as required under this procedure for any incidental expenses for the transfer of real property for rights of way purposes and any other moving and relocation expenses as required under the law and determined to be proper by the **DEPARTMENT**. Appeals of relocation assistance benefits will be submitted to the **DEPARTMENT** for review. Response to an appeal will be the responsibility of the **DEPARTMENT**. The **LOCAL GOVERNMENT** will, in their acquisition of the right-of-way, comply with the procedures set forth in Attachment No. 1 - Memorandum of Instructions, attached hereto. During the performance of this contract, the **LOCAL GOVERNMENT** will also comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in State Aid or Federally-assisted programs of said Department in accordance with the stipulations as indicated under APPENDIX A and APPENDIX E of Attachment No. 2, attached hereto.

The **LOCAL GOVERNMENT** shall also comply with all provisions as set forth in Attachment No. 2 - The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances, DOT Order No. 1050.2A, attached hereto, inclusive of APPENDIX A, APPENDIX B, APPENDIX C, APPENDIX D, and APPENDIX E of Attachment No. 2.

ITEM X

Where determined to be desirable, **LOCAL GOVERNMENT** will provide rodent control measures as required by the U. S. Department of Transportation prior to the demolition or removal of improvements located within the right-of-way of the project. The measures employed shall be in accordance with procedures approved by state and local laws and regulations governing rodent control.

ITEM XI

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

ITEM XII

The **LOCAL GOVERNMENT** shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs associated with this Agreement and used in support of its activities and shall make such material available at all reasonable times during the period of this Agreement, and for three years from the date of final payment under this

Agreement, for inspection by the GDOT, and any reviewing agencies, and copies thereof shall be furnished upon request.

The **LOCAL GOVERNMENT** shall comply with federal administrative procedures in accordance with the requirements of the Uniform Grant Guidance, 2 CFR Part 200, as well as related federal and state regulations and instructions. The **LOCAL GOVERNMENT** will ensure that appropriate corrective action is taken within three months after receipt of any audit for all instances of noncompliance.

ITEM XIII

1. **TIME IS OF THE ESSENCE IN THIS CONTRACT.**
2. **TERM OF CONTRACT. UNLESS OTHERWISE AMENDED BY THE MUTUAL WRITTEN AGREEMENT OF THE PARTIES HERETO, THIS CONTRACT WILL EXPIRE NO LATER December 31, 2029.**
3. This Agreement is made and entered into in Fulton County, Georgia, and shall be governed and construed under the laws of the State of Georgia.
4. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
5. This Agreement shall inure to the benefit of, and be binding upon the parties hereto, and their respective heirs, executors, successors and assigns.
6. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.
7. The Preamble, Recitals, Exhibits, Addendums and Appendices hereto are a part of this Agreement and are incorporated herein by reference.

{REMAINDER OF PAGE LEFT INTENTIONALLY BLANK}

IN WITNESS WHEREOF, this instrument has been and is executed on behalf of the **DEPARTMENT** by the Commissioner of the **DEPARTMENT** and on behalf of **LOCAL GOVERNMENT** being duly authorized to do so by the Board of Commissioners.

Executed on Behalf of the
**GEORGIA DEPARTMENT OF
TRANSPORTATION**

Executed on Behalf of
FAYETTE COUNTY

By:

By:

COMMISSIONER

CHAIRMAN

This Contract was approved by the
LOCAL GOVERNMENT County Board
of Commissioners meeting held
this the ____ day of _____, 20__.

ATTEST:

ATTEST:

CLERK (SEAL)

TREASURER

WITNESS

FEIN

RESOLUTION OF THE LOCAL GOVERNMENT

**STATE OF GEORGIA
FAYETTE COUNTY LOCAL GOVERNMENT**

BE IT RESOLVED by the **LOCAL GOVERNMENT** Board of Commissioners and it is hereby resolved that the foregoing attached Agreement, relative to **P.I. 0017813**, be entered into by the **LOCAL GOVERNMENT** Board of Commissioners, and that the Chairman and Clerk of Board of Commissioners, be and they are, thereby authorized and directed to execute the same for and on behalf of said Board of Commissioners.

PASSED AND ADOPTED, this ____ day of _____, 20 ____.

ATTEST:

CLERK

BY: _____
WITNESS

**STATE OF GEORGIA
FAYETTE COUNTY**

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

Witness by hand and official signature, this the ____ day of _____, 20 ____.

BY: _____
CLERK (SEAL)

ATTACHMENT NO. 1**MEMORANDUM OF INSTRUCTIONS**

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

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

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

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

6. Any consultant contracted for negotiation services for the acquisition of right-of-way for the LOCAL GOVERNMENT must hold either a Real Estate License and be affiliated with a broker, or hold a Real Estate Broker's License in accordance with OCGA Title 43 Chapter 40 unless identified as an exception under Title 43, Chapter 40 of the Official Code of Georgia Annotated. Said consultant must attend any present and all future mandatory training classes required by the DEPARTMENT.

APPENDIX “A”

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

ATTACHMENT NO. 2

**The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination
Assurances
DOT Order No. 1050.2A**

The Georgia Department of Transportation (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT including the Federal Highway Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Federal Highway Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding *source*:

"The Georgia Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, *use*, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligated the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.

- 9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
- 10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Georgia Department of Transportation also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the Georgia Department of Transportation access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by Georgia Department of Transportation. You must keep records, reports, and submit the material for review upon request to the Georgia Department of Transportation, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Georgia Department of Transportation gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Federal Highway Program. This ASSURANCE is binding on Georgia, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Federal Highway Program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Georgia Department of Transportation
(Name of Recipient)

by 
(Signature of Authorized Official)

DATED 07/15/20

APPENDIX A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non- discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration) as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct

as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the GDOT will accept title to the lands and maintain the project constructed thereon in accordance with and in compliance with **Title 23 U.S. Code § 107**, the Regulations for the Administration of Federal Aid for Highways; the policies and procedures prescribed by the Federal Highway Administration of the U.S Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the GDOT all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

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

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

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.

APPENDIX C**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the GDOT pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, GDOT will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the GDOT will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the GDOT and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by GDOT pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, GDOT will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, GDOT will there upon revert to and vest in and become the absolute property of GDOT and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Administrator's Report: A



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

To: Steve Rapson

Through: Ted L. Burgess 

From: Colette Cobb 

Date: March 5, 2026

Subject: Contract 26066-B: Dredging - Crosstown Water Treatment Plant Lagoon

The Purchasing Department issued Invitation to Bid 26066-B to secure a contractor to dredge the lagoons at Crosstown Water Treatment Plant. Notice of the opportunity was emailed to 14 companies. Another 48 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code 96834 (Dredging Services). The offer was also advertised on the Fayette County website.

Five (5) Companies submitted quotes. (Attachment 1).

The Water System recommends awarding the dredging of the Crosstown lagoon to Denali Water Solutions LLC. Due to budget constraints, Denali will be awarded \$125,000, to dredge the Crosstown Lagoon. A Contractor Performance Evaluation is attached. (Attachment 2).

Specifics of the proposed contract are as follows:

Contract Name	26066-B: Dredging - Crosstown Water Treatment Plant Lagoon	
Contractor	Denali Water Solutions	
Contract Amount	\$125,000.00	
Budget:		
Org Code	50740400	Water System CIP
Object	542540	Water CIP
Project	26WSA	Crosstown Lagoon Dredging
Available	\$125,000.00	As of 3/5/2025

Approved by:  _____ Date: 3/6/26

Attachment 1

ITB 26066-B Dredging - Crosstown Water Treatment Plant Lagoon

Tally Sheet

Thursday, December 18, 2025

Company Name	Cost Per Wet Ton
Denali Water Solutions LLC	\$ 247.90
Synagro South LLC	\$ 310.00
Bio-Nomic Services	\$ 481.00
Merrell Bros., Inc	\$ 565.00
Stage 3 Seaprations LLC	**DISQUALIFIED**

** Disqualifed due to incorrect unit pricing

	FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION	Page 1
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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: Denali Water Solutions LLC	Contract Number: 1901-B
Mailing Address: 220 S. Commerce Ave.	Contract Description or Title: Lagoon Dredging
City, St, Zip Code: Russellville, AR 72801	Contract Term (Dates) From: 3/2021
Phone Number: (479) 498-0500	Task Order Number: n/a
Cell Number: n/a	Other Reference: for award of 26066-B
E-Mail Address: steve.hall@denaliwater.com	

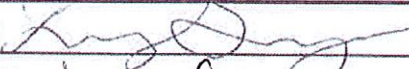
DEFINITIONS

- 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: 	Date of Evaluation: 3/5/2026
Print Name: Lacy Gray	Department/Division: Water System
Title: Plant Manager	Telephone No: 770-320-6081

Administrator's Report: B



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: Sherry White *SW*

Date: March 18, 2026

Subject: Contract #2018-P: Public Works Engineer of Record
 Task Order #4: 205 Oak Street Storm Conveyance Design
 Change Order #1: Engineering & Environmental Permitting Services

Fayette County entered into an Engineer of Record contract with Pond & Company to provide various engineering services for Public Works. The contract ended on June 3, 2025, and was extended through August 31, 2025, to allow time for the completion of remaining task orders.

All task orders under this agreement have now been completed. However, a small number of administrative change orders remain to be finalized. The attached document reflects one such change order.

In task order #4 the current Oak Street Storm Conveyance Design is causing erosion at the edge of the residence property causing erosion. Under this task order Pond designed and prepared construction documents for extending the recently installed pipe system to discharge directly into the adjacent creek. This change order includes the extension of the existing stormwater conveyance along Oak Street to the north, to the unnamed perennial tributary to Ginger Cake Creek, provide local streambank stabilization on left bank, and install outlet protection at the culvert outfall into the perennial tributary, as stated in the attached change order #1 (Attachment 1).

Change Order #1 Fees (Time and Materials, Not to Exceed):

Task 1: Culvert Extension and Streambank Stabilization Design – 60%	\$19,200
Task 2: Culvert Extension and Streambank Stabilization Design – 90%	10,200
Task 3: Culvert Extension and Streambank Stabilization Design – 100%	8,600
Task 4: USACE Section 404 Permitting NWP	6,700
Task 5: GAEPD Buffer Variance	<u>6,400</u>
Total	\$51,100

Place on County Administrator's Report? Yes No

On Agenda Dated: _____

Specifics of the proposed Change Order are as follows:

Contract Name	#2018-P: Public Works Engineer of Record
Task Order	#4: 205 Oak Street Storm Conveyance Design
Contractor	Pond & Company
TO#4 NTE Amt.	\$30,160.00
CO#1 NTE Amt.	<u>51,100.00</u>
New NTE Amt.	\$81,260.00

Budget:

Fund	322	2017 SPLOST
Org Code	32240320	STORMWATER
Object	541210	OTHER IMPROVEMENT
Project	5509H	330 OAK STREET
Available	\$230,626.51	As of 3/17/2026

Approved by: _____



Date: _____

3/18/26



55 Ivan Allen Jr. Boulevard, Suite 850
Atlanta, GA 30308
T: 678.336.7740

March 10, 2026

Mr. Bryan Keller, CFM
Director
Fayette County Environmental Management Department
140 Stonewall Avenue – West
Suite No. 203
Fayetteville, Georgia 30214
Phone: 770.305.5410
BKeller@FayetteCountyGA.gov

**Subject: Change Order #1 – Engineering and Environmental Permitting Services
County PN: 5509H
205 Oak Street Storm Conveyance Design
Fayette County, Georgia**

Dear Mr. Keller,

Pond appreciates the opportunity to continue to support Fayette County (County) with the stormwater conveyance concerns located near 205 Oak Street. Based on the Environmental Summary Report (*Draft*), most recently issued on January 14, 2025, Pond understands that the County would like to proceed with full engineering and environmental permitting services associated with Conceptual Design Plan – Concept 2, which includes the extension of the existing stormwater conveyance along Oak Street to the north, to the unnamed perennial tributary to Ginger Cake Creek, provide local streambank stabilization on left bank, and install outlet protection at the culvert outfall into the perennial tributary.

Any new information or changes in preferred design approach received after this proposal is submitted may require a re-evaluation and revision of the scope and fee. Please see below for detailed scope and fee information for this additional services request:

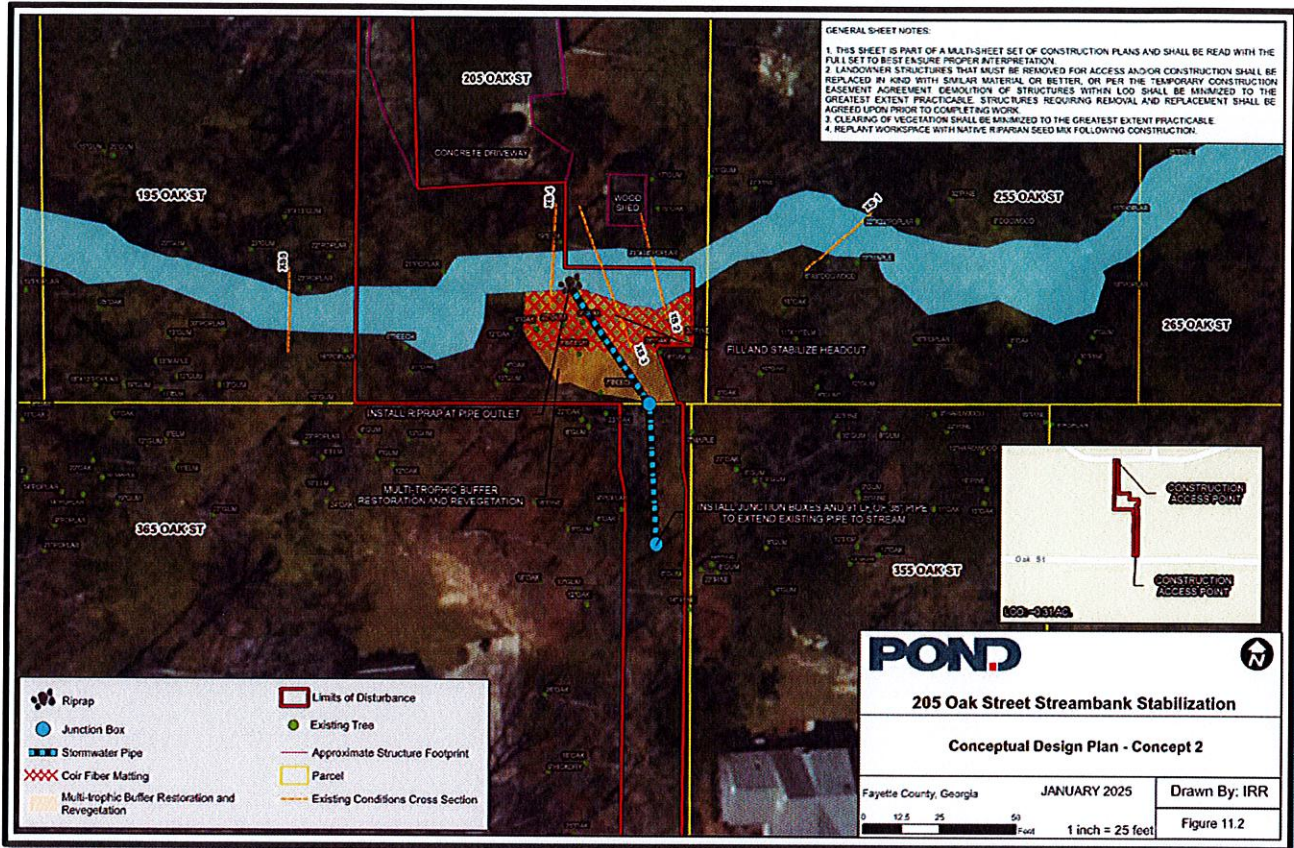
SCOPE OF ADDITIONAL SERVICES:

PROJECT APPROACH

Based on the email from the County on February 23, 2026, Pond understands that the County would like to proceed with an extension to the existing stormwater conveyance on the southern extent of Oak Street. Currently, the recently replaced stormwater conveyance daylighting in an upland area in a riprap lined earthen conveyance directed toward the unnamed perennial tributary to Ginger Cake Creek. The proposed concept design option selected would involve the design of a stormwater pipe extension to allow the conveyance to discharge directly into the stream. The design would include the components necessary to stabilize the adjacent streambank on left bank/southern bank (as oriented looking downstream) and provide outlet protection such that the stormwater velocity exiting the pipe extension will be mitigated and minimize any effects below the discharge. The proposed stream impacts

associated with the additional design effort are anticipated to result in impacts requiring permit coverage under a USACE Nationwide (NWP) and a Buffer Variance from the Georgia Environmental Protection Division (GAEPD). The following describes the detailed scope of services associated with proposed Change Order #1.

Figure 1 – Selected Conceptual Design Option



Culvert Extension and Streambank Stabilization Design

Pond will prepare engineering design plans to advance Concept #2 from conceptual level (Figure 11.2 of the Environmental Summary Report, dated January 14, 2025) through final construction documents. The design will include extension of the existing 36-inch storm conveyance to the unnamed perennial tributary, installation of junction structures as required, streambank stabilization along the left (southern) bank, and energy dissipation/outlet protection at the discharge location.

Engineering will be developed and submitted at the 60%, 90%, and 100% levels, as outlined in the schedule below.

Task 1: 60% Engineering Submittal

The 60% plans will establish the design basis and layout and will include:

- Plan view showing pipe extension alignment, junction box locations, outlet configuration, stream impacts, and limits of disturbance
- Preliminary profiles and hydraulic considerations
- Concept-level grading and stabilization details

- Preliminary erosion, sedimentation, and pollution control (ES&PC) measures
- Identification of anticipated utility or property constraints
- Pond will provide the 60% plan set to the County for review and comment.

Task 2: 90% Engineering Submittal

The 90% plans will incorporate in-scope County review comments from the 60% plan set and advance the design to near-final level, including:

- Finalized pipe sizing, alignment, and junction details
- Detailed streambank stabilization and outlet protection design
- Refined grading plan
- Comprehensive ES&PC plan, including Revegetation plan, suitable for permitting
- Quantities and supporting technical details required for USACE and GAEPD submittals
- Pond will provide the plan set to the County for review.
 - This proposal includes one round of minor, in-scope County comments prior to the environmental permit submittal.

Upon County concurrence at the 90% level, Pond will initiate preparation of the environmental permit applications.

Task 3: 100% Engineering Submittal

The 100% plans will address final, in-scope, permit review comments and include:

- Signed and sealed construction drawings
- Final technical details and cross-sections
- Final ES&PC plan
- Pond will provide the plans to the County for a final review.
 - This proposal includes one round of minor, in-scope County comments prior to issuing a 100% Issued for Construction plan set.

Task 4: USACE Section 404 Permitting Nationwide Permit

As currently proposed, the project is anticipated to result in a discharge of dredged or fill materials in Waters of the United States (WOTUS) above non-reporting permit threshold. Therefore, Pond will prepare and submit an application for Nationwide Permit (NWP) coverage. The application will address the applicant and landowner information, proposed development site location, project description, avoidance, minimization, and mitigation measures, and purpose and need.

The application will include the following deliverables:

- A Pre-Construction Notification (PCN) form
- Supplementary information and reports prepared under the initial scope of this project
- Inclusion of the engineering (plan, profile, and project limits) and Erosion, Sedimentation and Pollution Control Plan (noted in **Task 1-3**)
- Supplementary information required of the PCN and delineation concurrence USACE form

Pond will provide coordination and follow up with the assigned USACE Project Manager to facilitate timely processing and respond to one (1) request for additional information, if required. GAEPD issued a conditional Water

Quality Certification for the use of NWPs in Georgia, pursuant to Section 401 of the Clean Water Act (CWA). Pond anticipates meeting this request within the scope of work through the NWP submittal.

Task 5: GAEPD Buffer Variance

As currently proposed, the project is anticipated to encroach on the 25-foot vegetative buffer of designated state waters, as regulated by GAEPD, and exceed the exemption criteria; therefore, Pond will prepare and submit, on the client’s behalf, an application for a state buffer variance. The application will address applicant and landowner information, proposed development site location, project description, state water impacts, and buffer disturbance area. The application will include the following deliverables:

- Application for a 25-foot Vegetative Buffer Encroachment on Designated Warm Waters of the State
- Coordination with the Local Issuing Authority to obtain a Letter of Awareness, as required
- Inclusion of supplemental information and reports prepared under the initial scope of this project
- Inclusion of the engineering (plan, profile, and project limits) and ES&PC Plan, and Revegetation Plan (noted in **Task 1-3**)

Pond will provide coordination and follow up with the assigned GAEPD Project Manager to facilitate timely processing and respond to one (1) request for additional information, if needed.

Additional Fees (Time and Materials, Not to Exceed):

Task 1: Culvert Extension and Streambank Stabilization Design – 60%	\$19,200
Task 2: Culvert Extension and Streambank Stabilization Design – 90%	\$10,200
Task 3: Culvert Extension and Streambank Stabilization Design – 100%	\$8,600
Task 4: USACE Section 404 Permitting NWP	\$6,700
Task 5: GAEPD Buffer Variance	\$6,400
Total	\$51,100

The fees above will be billed **Not to Exceed** based on the actual staff rate of those staff assigned to complete the scope, utilizing the current Pond audited overhead rate and 10% profit. This also includes typical reimbursables such as printing, mileage, parking, and postage. The Client will be responsible for all application, bond, and permit fees that may be required. Pond will bill monthly on percent complete basis and attach a progress report to each invoice.

(See next page for schedule and conditions of service)

Schedule:

The below milestones outlines the design and permitting scheduled anticipated for this change order. Once receiving notice to proceed, Pond's project manager will update the project schedule based on the actual notice to proceed date and provide the project team with a detailed schedule. Following the client's approval of the 90% engineering design plan, Pond will prepare and submit both applications to their associated agency within three (3) weeks.

- Assumed Notice to Proceed: April 1, 2026
- 60% Engineering Plan Submittal: May 15, 2026 (1.5 Months)
 - Two Week County Review Complete: May 29, 2026 (2 Weeks)
- 90% Engineering Plan Submittal: June 26, 2026 (1 Month)
 - Env. Permit Preparation Commence: June 26, 2026
 - Two Week County Review Complete: July 10, 2026 (2 Weeks)
- 100% Engineering Plan Submittal: August 7, 2026 (1 Month)
 - Permits Submitted to USACE and GAEPD: August 7, 2026
 - Two Week County Review Complete: August 21, 2026 (2 Weeks)
- Revised 100% Engineering Plan Issued for Construction: September 4, 2026 (2 Weeks)
- Anticipated Env. Permits Approved: December 11, 2026 (~3 Month Agency Review)

Assumptions and Conditions of Service

1. Conditions and exclusions from original scope and contract still apply unless specified in the additional services above.
2. The following is excluded from this proposal:
 - a. Cost estimating services
 - b. Value engineering services
 - c. Design & engineering services other than what is specified
 - d. Public engagement or stakeholder presentations
 - e. geotechnical investigations
3. No environmental, topographic, tree, or other land survey services are included in this scope of work.
4. Specific protected species surveys are excluded. If protected species surveys are deemed necessary, they may be completed via a contract change order.
5. No property access coordination is included. It is assumed the client would provide reasonable access to the property.
6. USACE has communicated that standard review periods for submittals can no longer be met due to reduced staffing and workload. Pond will coordinate closely with the project's USACE project manager to ensure the USACE determination is processed as quickly as possible.
7. This scope assumes that the project impacts water resources will meet the terms and conditions for coverage under the Nationwide Permit Program. Individual Section 404 and 401 Clean Water Act permitting has been excluded from this scope.
8. This scope and fee excludes National Environmental Policy Act (NEPA) documentation. If NEPA documentation is determined to be necessary, it may be completed as an additional scope and fee.
9. This scope and fee excludes formal consultation associated with Section 7/Section 10 of the Endangered Species Act, or Section 106 of the National Historic Preservation Act.

10. A Phase I/II Environmental Site Assessment is not included in this scope.
11. This scope does not include Phase 1a desktop cultural and historical resource assessment or Phase 1 cultural and historical resource assessment. Publicly available cultural resource information will be utilized to inform the pre-construction notification for coverage under the NWP program. If either of these services are deemed required by the regulatory agencies, they may be completed via a contract change order.
12. Meetings, additional field visits, or additional reports, beyond those described, are not included.
13. The preparation of easement plats, temporary or permanent easements are not included in this scope of work.
14. This proposed fee excludes permitting fees or mitigation costs.
15. Significant changes in the proposed project limits may result in the need for additional surveys, reevaluation, or additional coordination and will be accounted for via a change order, if necessary.
16. Any revisions requested by the County that change the design from that which was approved after acceptance of each design stage milestone, will be considered as additional services, and require contract revision.
17. Services not specifically listed, or material changes requested after professional services have commenced, will be considered additional/out-of-scope services and will be approved via a contract change order prior to the commencement of the additional work.

Please let us know if you have any questions and thank you for your trust in our firm.

Sincerely,

Pond & Company



Travis Tagoorpersaud, PMP
Project Manager



Sydney Thompson, PLA
Principal | Program Manager

Attachments:

Attachment 1 – Proposal Acceptance Form

Attachment 2 – Conceptual Design Plan – Concept 2

PROPOSAL ACCEPTANCE FORM

Fayette County – 205 Oak Street, Change Order #1
Pond Project Number: 1220301

 3/17/26

Name

County Administrator

Title

Steve Rapson

Signature