

## 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

May 14, 2026  
5:00 p.m.

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

### **OFFICIAL SESSION:**

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

### **PROCLAMATION/RECOGNITION:**

1. Recognition and certificate presentation to the Fire & Emergency Services Citizen Fire Academy graduates for successful completion of the 10-week Citizen Fire Academy. (page 3)

### **PUBLIC HEARING:**

2. Consideration of staff's recommendation to approve a new 2026 On-Premise Spirits/Beer/Wine Alcohol License (M26-03096) for Levy Premium Foodservice Limited Partnership, located at 910 Veterans Parkway, Fayetteville, GA 30214. (pages 4-27)

### **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:**

3. Approval to reappoint Peachtree City Fire/Rescue David Winkles to Position 1 of the Region 4 Emergency Medical Services Advisory Council for a three-year term beginning July 1, 2026 and expiring June 30, 2029. (page 28)
4. Acknowledgment of Sheriff Barry H. Babb's decision to accept one (1) vehicle from the Fayette County Sheriff's Foundation. (pages 29-34)
5. Approval of the Water Line Easement agreement between QTS Fayetteville I, LLC and Fayette County, Georgia to provide access to the Fayette County Water System infrastructure along Highway 54. (pages 35-44)
6. Approval of the Water Line Easement agreement between QTS Fayetteville I, LLC and Fayette County, Georgia to provide access to the Fayette County Water System infrastructure along Tyrone Road. (pages 45-54)

7. Approval to accept a State funded supplemental grant award for the DUI Accountability Court in the amount of \$11,500 with \$0 match for Law Enforcement Award. (pages 55-61)
8. Approval of the April 21, 2026, Board of Commissioners Meeting Minutes. (pages 62-74)

**OLD BUSINESS:**

**NEW BUSINESS:**

9. Request to accept a \$1,000,000 federal-aid grant for the Preliminary Engineering (PE) phase of the Kenwood Road Path Project (R-6) and approval of the corresponding Project Framework Agreement (PFA) with Georgia Department of Transportation (GDOT) (PI 0021592). (pages 75-95)
10. Request to approve Task Order 26-11 for Arcadis (Contract 2378-S: Water System Engineer of Record) to perform permitting, bidding and award, and construction management for the implementation of the chemical system upgrades at Crosstown Water Treatment Plant in the amount of \$246,993. (pages 96-102)
11. Request to approve Resolution 2026-10 to dispose of a 6.9+/- acre parcel of land located in Land Lots 54 and 56 of the 6th District, through conveyance to the Fayette County Development Authority. (pages 103-111)

**ADMINISTRATOR'S REPORTS:**

**ATTORNEY'S REPORTS:**

**COMMISSIONERS' REPORTS:**

**EXECUTIVE SESSION:**

**ADJOURNMENT:**

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Recognition and certificate presentation to the Fire & Emergency Services Citizen Fire Academy graduates for successful completion of the 10-week Citizen Fire Academy.

**Background/History/Details:**

Fire & Emergency Services hosted the 2026 Citizen Fire Academy (CFA). This course began on March 12, 2026, and completed on May 14, 2026, with this presentation of certificates. Members of the class had the unique opportunity to experience behind the scenes operations and the training of department members.

Class members received their heart saver CPR certification, were trained in First Aid, to use a fire extinguisher, and completed EMA preparedness training. CFA members observed department members performing vehicle extrication with the "Jaws of Life," toured the Fire Safety Education Bus, toured fire stations and had dinner at a fire station with the on-duty crew, toured the 911 Center and EOC, and learned first hand about thermal imaging cameras, cardiac monitors, LUCAS devices, and self-contained breathing apparatus.

Members from each shift presented a variety of Fire and EMS demonstrations including fire truck and ambulance demonstrations, flowing hose lines for firefighting purposes, ladder truck operations, and a full scale operation demonstrating a house fire response.

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

Recognition and certificate presentation to the Fire & Emergency Services Citizen Fire Academy graduates for successful completion of the 10-week Citizen Fire Academy.

**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:**

Fire & Emergency Services will provide certificates and bring them to the meeting. PowerPoint with pictures of the academy will also be provided to play during the presentation.

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Consideration of staff's recommendation to approve a new 2026 On-Premise Spirits/Beer/Wine Alcohol License (M26-03096) for Levy Premium Food service Limited Partnership, located at 910 Veterans Parkway, Fayetteville, GA 30214.

**Background/History/Details:**

The applicant submitted an application to be reviewed and approved by county staff.

The applicant met all requirements per the Fayette County Code of Ordinances.

The applicant has been approved by the following departments: Code Enforcement, Fire Marshal Office, and the Planning and Zoning Department.

There are no outstanding violations prohibiting this applicant from consideration before the Board of Commissioners.

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

Consideration of staff's recommendation to approve a new 2026 On-Premise Spirits/Beer/Wine Alcohol License (M26-03096) for Levy Premium Food service Limited Partnership, located at 910 Veterans Parkway, Fayetteville, GA 30214.

**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:**

Case Number: M26-03096

## Alcoholic Beverage License Application

### Fee Schedule

<p style="text-align: center;"><u>Retail Package Sales</u> (Due at license issuance)</p> <p>( ) Beer/Wine - \$1,000.00            ( ) Beer Only - \$750.00            ( ) Wine Only - \$400.00</p>	<p style="text-align: center;"><u>On-Premise Sales</u> (Due at license issuance)</p> <p>(x) Spirits/Beer/Wine - \$2,500.00            ( ) Distilled Spirits - \$1,500.00            ( ) Beer/ Wine - \$1,000.00            ( ) Beer Only - \$750.00            ( ) Wine Only - \$400.00</p>
<p style="text-align: center;"><u>Alcohol Beverage Caterer</u> (Due at license issuance)</p> <p>( ) Annual - \$250.00            ( ) Beer/Spirit/Wine - \$75.00 per event            ( ) Distilled Spirits - \$50.00 per event            ( ) Beer/Wine - \$25.00 per event</p>	<p style="text-align: center;"><u>Wholesaler</u> (Due at license issuance)</p> <p>( ) Distilled Spirit - \$1000.00            ( ) Malt/Wine - \$250.00</p>
<p><u>Other Fee</u> (Due with completed application)</p> <p>(x) Administrative/Investigative fee - \$200.00            (x) Fingerprint Fee - \$44.25</p>	

Fees may be paid by cash (exact change only), card (a processing fee may be charged), or check.

**Please return the complete application packet and corresponding documents to the:**

Fayette County Marshal's Office  
 200 Courthouse Square  
 Fayetteville, GA 30214  
 770-320-6070  
 (Tuesday and Thursday 8 am to 11 am)

Approved:  Not Approved:  Signature: *B. Aitken* Date: 3-31-26

Fayette County Alcoholic Beverage License Application of  
 Levy Premium Foodservice Limited Partnership d/b/a Levy Premium Foodservice at U.S. Soccer National Training Center  
 910 Veterans Parkway, Fayetteville, GA 30214

## Supporting Documentation Check List

**Please make sure all information requested is complete and included with the application packet before continuing to the departmental approval.**

- Completed Application
- Certified Survey Showing a Scaled Drawing of Location Showing Distances Required by Ordinance.
- Copy of Property Deed or Lease
- Copy of Occupational Tax Certificate
- Copy of Georgia Secretary of State Registration

## Departmental Approval for Alcohol Permits

***Make sure to have the completed application and all required information before beginning the approval process.***

### 1. Planning and Zoning Department - Suite 202 - 770-305-5421

Print Name: Deborah L. Bell  
 Reviewed By: Deborah L. Bell Approved:  Denied:  N/A:   
 Date: 03/26/2026 location meets distance criteria

### 2. Fire Marshal's Office - Suite 214 - 770-305-5414

Print Name: Vernon Piper  
 Reviewed By: V. Piper Approved:  Denied:  N/A:   
 Date: 3/30/26

### 3. Marshal's Office - 770-320-6070

Print Name: Brian Hitchcock Fingerprints:   
 Reviewed By: B. Hitchcock Approved:  Denied:  N/A:   
 Date: 3-31-26

## Alcoholic Beverage Permit Application

1. Occupational Tax Number: 9769
2. Trade name of the business for which license is applied:  
Levy Premium Foodservice at U.S. Soccer National Training Center
3. Business Name and Store Number: Levy Premium Foodservice Limited Partnership
4. Business Street Address: 910 Veterans Parkway  
City: Fayetteville State: GA Zip: 30214
5. Business Mailing Address: 980 N Michigan Avenue, Suite 400  
City: Chicago State: IL Zip: 60611
6. Business Phone Number: (312) 664-8200
7. Business Email Address: mglotfelty@levyrestaurants.com

8. Names and address of each person, firm, and corporation having any ownership interest in business and the amounts of such interest:

Please see attached Exhibit "A"

<i>Name</i>	<i>Residence</i>	<i>Interest</i>

<i>Name</i>	<i>Residence</i>	<i>Interest</i>

<i>Name</i>	<i>Residence</i>	<i>Interest</i>

9. How much of the capital of this business is borrowed and from where?

<u>\$750,000.00</u>	<u>Ongoing revenues of Levy Premium Foodservice Limited Partnership</u>	<u>100%</u>
<i>Amount</i>	<i>Lender</i>	<i>Interest</i>

<i>Amount</i>	<i>Lender</i>	<i>Interest</i>
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10. Will this business be owned by the applicant as a sole proprietorship? No.

11. If this business will be owned in whole or in part by a partnership, list the names and addresses of all general partners.

Please see attached Exhibit "A"

<i>Name</i>	<i>Residence</i>	<i>Interest</i>
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<i>Name</i>	<i>Residence</i>	<i>Interest</i>
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<i>Name</i>	<i>Residence</i>	<i>Interest</i>
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12. If this business is operated by a close corporation list names and addresses of all officers, directors, and stockholders, as well as the names and addresses of the permit holder and/or representative.

N/A

<i>Name</i>	<i>Residence</i>	<i>Title</i>
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<i>Name</i>	<i>Residence</i>	<i>Title</i>
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<i>Name</i>	<i>Residence</i>	<i>Title</i>
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13. If the business is operated by a corporation, other than a close corporation, list the name of the corporation, the address of the corporate office the name and address of the registered agent, and the name and address of the permit older and/or representative:

N/A

14. Has the applicant and/or licensee ever had its/his/her license to sell alcoholic beverages suspended during the past five years or revoked by any state or political subdivision hereof?

No. \_\_\_\_\_

15. Is the applicant the owner of the building where business is to be conducted? \_\_\_\_\_ No.

16. Is the applicant the landowner of where the business is to be conducted? \_\_\_\_\_ No.

17. If the answer is no to either question, state whether you lease, sub-lease, and/or rent the building and whether you lease, or sub-lease the land or both. Operate pursuant to a management agreement.

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18. Has the applicant entered into an agreement or contract with either the owner or owners, leasers, or sub-leasers for either the building or land or both, which provides for the payment of rent on a percentage or profit-sharing basis? No.

19. If the property is not owned by the applicant, state the full name and address of the owner of the building and land where the tourist accommodation will be conducted. State the name and address of all leasers and sub-leasers.

United States Soccer Federation, Inc., 303 East Wacker Drive, Suite 1200, Chicago, IL 60601

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20. Name the manager of the business for which the application is filed and state how he/she is compensated.

<u>Monica Glotfelty</u>	<u>26 Danbury Hill, Sharpsburg, GA 30277</u>	<u>None.</u>
<i>Name</i>	<i>Residence</i>	<i>Interest</i>
<u>Salary</u>		

*Compensation*

21. Has any place of business engaged in the sale of distilled spirits, wine, or beer with which you have been associated ever been cited or charged at any time with any violation of Georgia law or federal law or municipal law, or any rule or regulation or ordinance concerning the sale of such products? No.

N/A

<i>Date</i>	<i>Authority Issuing Citation</i>	<i>Violation</i>	<i>Result</i>
<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>

### Licensee/Operator Information

1. Last Name Glotfelty First Monica Middle Rose
2. List maiden name and all married names: Frick
3. Age 37 Date of Birth [REDACTED] 1988 Social Security Number [REDACTED]
4. Place of Birth City Willingboro State NJ Country USA
5. US Citizen Yes  No  Alien Registration # N/A
6. Date and Port of Entry N/A
7. If naturalized, when? N/A
8. Business name to be permitted Levy Premium Foodservice Limited Partnership  
d/b/a Levy Premium Foodservice at U.S. Soccer National Training Center  
 Business Address 910 Veterans Parkway  
 City Fayetteville State GA Zip 30214
9. Position at place of employment Director of Operations
10. Personal Telephone Number: (856) 905-9620
11. Personal Email Address: mglotfelty@levyrestaurants.com
12. Home Address: 26 Danbury Hill  
 City: Sharpsburg State: GA Zip: 30277
13. Mailing Address: 910 Veterans Parkway  
 City: Fayetteville State: GA Zip: 30214
14. Resident of Coweta County Georgia State
15. Is the above address your bona fide place of domicile? Yes
16. How long have you lived there? Three (3) years
17. If less than ten years, give your previous address and the length of time you resided at said address.  
2012 - 2023: 2 Florence Ave, Marlton NJ 08053

## Verification

**Do not sign unless in the presence of a notary.**

I, Monica R. Glotfelty, applicant, do solemnly swear, subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions in this application for a Fayette County Alcoholic Beverage License are true, and no false or fraudulent statement or answer is made therein to procure the granting of such permit.

Monica Glotfelty  
Applicant's Signature

I certify that the above signed has provided me with proper documentation as verification of his/her identity. I also certify that he/she signed his/her name to the foregoing application after stating to me that he/she knew and understood all statements and answers made therein, and under oath administered by me, has sworn that said statements and answers are true.

This: 16 day of: February, 2026.

(Affix Seal)



Tyler Leconte  
Notary Public

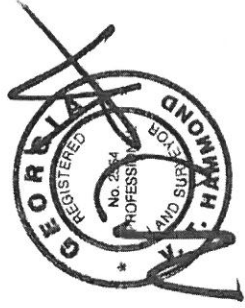
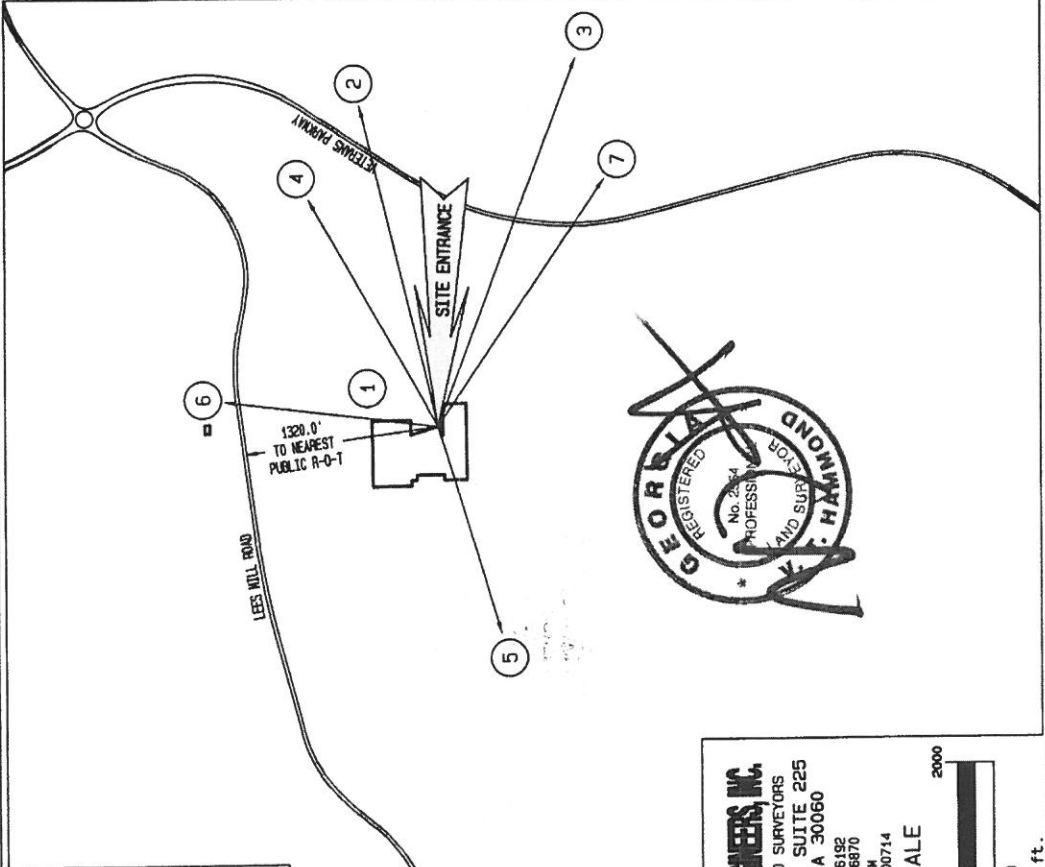
## Alcoholic Beverage Ordinance

- My signature acknowledges that I have read and understand the Fayette County Alcoholic Beverage Ordinance.
- It is my responsibility to know its content.
- This ordinance is strictly enforced.

Should you have any questions, please call this office at 770-305-5417.

  
Applicant's Signature

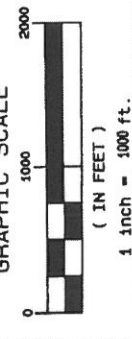
SCALE:	1" = 1000'
DATE SURVEYED:	12/16/2025
DATE PLOTTED:	N/A
SURVEYED BY:	N. HARRISON
DATE DRAFTED:	12/16/2025
DRAFTED BY:	N. HARRISON
CHECKED BY:	N. HARRISON
FIELD BOOK #:	N/A
JOB NUMBER:	251225
COLOR NUMBER:	251225
CADD FILE:	251225-ALC-FAYETTE
USER FILE:	FAYETTE/147
PLAT FILE:	A
SHEET:	1 OF 1



1. SITE: U.S. SOCCER NATIONAL TRAINING CENTER (ZONED A-R)  
910 VETERANS PARKWAY, FAYETTEVILLE, GA 30214
2. SCHOOL: NORTH FAYETTE ELEMENTARY  
609 KENWOOD ROAD (NOT SHOWN)
3. 2.9 MILES± ROUTE OF TRAVEL, ENTRANCE-PROPERTY LINE  
DAYCARE: OAK LEAF SCHOOL  
152 LONGVIEW ROAD (NOT SHOWN)
4. 5.1 MILES± ROUTE OF TRAVEL, ENTRANCE-PROPERTY LINE  
CHURCH: HOPEFUL ANGLICAN CHURCH  
1069 NEW HOPE ROAD (NOT SHOWN)
5. 1.3 MILES± ROUTE OF TRAVEL, ENTRANCE-ENTRANCE  
ALC-TRT-CTR: PATHWAYS CENTER CARE ADULT BEHAVIORAL HEALTH CRISIS CENTER  
74 HOSPITAL ROAD (NOT SHOWN)
6. 23.3 MILES± ROUTE OF TRAVEL, ENTRANCE-ENTRANCE  
RESIDENCE: 298 LEES MILL ROAD  
1,900 FEET± ROUTE OF TRAVEL, ENTRANCE-ENTRANCE
7. HOUSING AUTHORITY: 120 HERITAGE COURT (NOT SHOWN)  
5.1 MILES± ROUTE OF TRAVEL, ENTRANCE-PROPERTY LINE

NOTE: FOR THIS SURVEY THE DISTANCES SHOWN HEREON (UNLESS OTHERWISE INDICATED) WERE MEASURED IN ACCORDANCE WITH THE FAYETTE COUNTY ORDINANCE (SECTION 4-36) IN BY ROUTE OF TRAVEL, IN A STRAIGHT LINE TO THE NEAREST PUBLIC ROUTE OF TRAVEL, ALONG SUCH PUBLIC ROUTE OF TRAVEL BY THE NEAREST ROUTE, TO THE PORTION OF THE GROUNDS OF THE SCHOOL BUILDING, EDUCATIONAL BUILDING, CHILD CARE FACILITY, COLLEGE CAMPUS, OR ANY PROPERTY CONTAINING 300 HOUSING UNITS OR FEWER OR OPERATED BY A HOUSING AUTHORITY, AND THE NEAREST ENTRANCE OF THE ALCOHOLIC TREATMENT CENTER, PRIVATE RESIDENCE OR CHURCH BUILDING.

**WATTS & BROWNING ENGINEERS, INC.**  
 CIVIL ENGINEERS & LAND SURVEYORS  
 1349 OLD 41 HWY NW, SUITE 225  
 MARIETTA, GEORGIA 30060  
 PHONE: (678) 324-6192  
 FAX: (770) 694-8870  
 WWW.WBEENG.COM  
 LSP000425 - PEF000714



PLAT TO ACCOMPANY  
 ALCOHOLIC BEVERAGE LICENSE FOR  
**LEVY PREMIUM FOODSERVICE LIMITED PARTNERSHIP**  
 D/B/A  
**U.S. SOCCER NATIONAL TRAINING CENTER**  
 910 VETERANS PARKWAY  
 FAYETTEVILLE, GEORGIA 30214  
 LAND LOTS 14 & 15 ~ 7TH DISTRICT  
 FAYETTE COUNTY, GEORGIA

DECEMBER 16, 2025  
 MARCH 31M 2026 - ADD DIRECTION ARROWS  
 ON PREMISE

After recording return to:

Alston & Bird LLP  
One Atlantic Center  
1201 W. Peachtree Street  
Atlanta, Georgia 30309  
Attention: Allison M. Ryan

Tax Parcel #: 0542 005; 0707 011; 0708 042; 0708 058

STATE OF GEORGIA

COUNTY OF FAYETTE

**LIMITED WARRANTY DEED**

**THIS INDENTURE** is made and entered into as of the 22<sup>nd</sup> day of August, 2024, by and between VETERANS PKWY AND LEES MILL SOUTH, LLC, a Delaware limited liability company (hereinafter called "Grantor"), and UNITED STATES SOCCER FEDERATION, INC., a New York not-for-profit corporation (hereinafter referred to as "Grantee") (the words "Grantor" and "Grantee" to include their respective successors and assigns where the context requires or permits).

**W I T N E S S E T H, T H A T:**

**GRANTOR**, in consideration of a gift and charitable contribution, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto said Grantee, all that tract or parcel of land lying and being located in Fayette County, Georgia, and being more particularly described in Exhibit A attached hereto and incorporated herein by this reference, together with all buildings and other improvements situated thereon (hereinafter referred to as the "Property").

The Property is conveyed (i) as a charitable contribution to Grantee pursuant to Section 170(c)(1) of the Internal Revenue Code of 1986, as amended, and Section 1.170A-4(c)(2)(ii) of the Income Tax Regulations and (ii) subject to, and together with the benefit of, those liens, encumbrances, restrictions and other matters set forth in Exhibit B attached hereto and incorporated herein by this reference (the "Permitted Exceptions").

**TO HAVE AND TO HOLD** the said described Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, only to the proper use, benefit and behalf of the said Grantee forever in FEE SIMPLE.

**AND THE SAID GRANTOR** will warrant and forever defend the right and title to the above-described Property unto the said Grantee against the claims of all persons and entities lawfully holding or claiming by, under or through Grantor, but not otherwise, subject only to the Permitted Exceptions.

*[Signature on following page]*

**IN WITNESS WHEREOF**, Grantor has signed and sealed this Limited Warranty Deed on the day and year first above written.

Signed, sealed and delivered in the presence of:

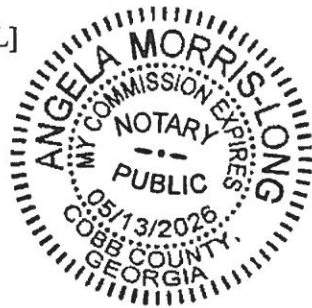
*Brian F. Hoffman*  
Unofficial Witness

*AA*  
Notary Public

My Commission Expires:

May 13, 2026

[NOTARIAL SEAL]



**GRANTOR:**

VETERANS PKWY AND LEES MILL SOUTH, LLC, a Delaware limited liability company

By: Trilith Land Fund, LLC,  
Its: Sole Member and manager

By: DTC-BP-FSRE, LLC  
Its: Manager

By: *[Signature]*  
Name: Charles Andros  
Title: Manager

Exhibit ALegal Description

## (TRACT I)

All that tract or parcel of land lying and being in Land Lot 14 of the 7th District, and Land Lots 224 and 225 of the 5th District, Fayette County, Georgia, as shown on a Minor Final Plat recorded among the Land Records of Fayette County, Georgia in Plat Book 101, Page 613, and being more particularly described as follows:

Beginning at a point at the intersection of the Northeasterly Right-of-Way Line of Veteran's Parkway, (apparent 100 feet wide r/w) as per Fayette County Department of Public Works Right-of-Way Plans (West Fayetteville Bypass – Phase II), and the Land Lot Line common to Land Lot 14 of the 7th District, and Land Lot 224 of the 5th District, said point being 1.59 feet northwest of a concrete r/w monument found; thence, leaving said point and the said land lot line and running with the said line of Veteran's Parkway

1. 1,065.78 feet along the arc of a curve deflecting to the right, having a radius of 1,950.00 feet and a chord bearing and distance of North 01° 06' 01" East, 1,052.56 feet to a point at the intersection of the aforesaid line of Veterans Parkway and the land lot line common to Land Lot 14 of the 7th District, and Land Lot 224 of the 5th District; thence, leaving said point and the said common land lot line and continuing along the said line of Veteran's Parkway
2. 583.43 feet along the arc of a curve deflecting to the right, having a radius of 1,950.00 feet and a chord bearing and distance of North 25° 19' 45" East, 581.25 feet to a point being 0.61 feet northwest of a concrete r/w monument found; thence,
3. North 33° 54' 01" East, 554.51 feet; thence,
4. North 33° 54' 01" East, 277.73 feet to a 1/2-inch rebar with cap "LSF810" found; thence, leaving the aforesaid line of Veteran's Parkway and running
5. South 89° 10' 31" East, 39.44 feet to a 1/2-inch rebar found; thence,
6. South 00° 45' 21" West, 232.96 feet to a 1-inch iron rod found; thence,
7. South 00° 55' 13" West, 739.81 feet to a 1-inch pipe found; thence,
8. South 00° 50' 38" West, 944.77 feet to a 1/2-inch rebar found; thence,
9. North 89° 25' 56" West, 734.45 feet to a nail found in stone on the aforesaid land lot line common to Land Lot 14 of the 7th District and Land Lot 224 of the 5th District; thence, running with the said common land lot line
10. South 01° 28' 30" West, 358.02 feet to the Point of Beginning, containing 1,079,531 square feet or 24.7827 acres of land, more or less.

## (TRACT II A)

All that tract or parcel of land lying and being in Land Lots 13, 14, 15 & 19 of the 7th District, and Land Lots 224 & 225 of the 5th District, Fayette County, Georgia, shown as "Tract II A" on a Minor Final Plat recorded among the Land Records of Fayette County, Georgia in Plat Book 101, Page 694, and being more particularly described as follows:

To find the Point of Beginning of the herein described tract or parcel of land, commence at a tack found in a rock located at the Land Lot Corner common to Land Lots 13 & 14, 7th District, and Land Lots 193 & 224, 5th District; thence, leaving said point and the said land lot corner and running with the said land lot line common to Land Lot 14 of the 7th District and Land Lot 224 of the 5th District, North 01° 00' 10" East, 69.28 feet to a 1/2-inch rebar with cap "LSF810" set, said point being the True Point of Beginning of the herein described tract or parcel of land; thence, leaving said point and the said land lot line and running

1. 809.91 feet along the arc of a curve deflecting to the left, having a radius of 577.69 feet and a chord bearing and distance of North 75° 21' 51" West, 745.19 feet to a 1/2-inch rebar with cap "LSF810" set; thence,
2. 328.02 feet along the arc of a curve deflecting to the left, having a radius of 227.11 feet and a chord bearing and distance of South 18° 50' 42" East, 300.24 feet; thence,
3. 136.42 feet along the arc of a curve deflecting to the left, having a radius of 333.90 feet and a chord bearing and distance of South 65° 45' 57" West, 135.47 feet; thence,
4. 313.33 feet along the arc of a curve deflecting to the left, having a radius of 256.31 feet and a chord bearing and distance of South 67° 08' 22" West, 294.18 feet; thence,
5. South 35° 56' 49" West, 99.83 feet; thence,
6. South 32° 01' 36" West, 54.35 feet; thence,
7. North 86° 32' 04" West, 73.33 feet; thence,
8. North 05° 42' 55" West, 59.45 feet; thence,
9. 184.96 feet along the arc of a curve deflecting to the left, having a radius of 244.82 feet and a chord bearing and distance of North 43° 10' 56" West, 180.59 feet; thence,
10. North 77° 40' 43" West, 110.48 feet; thence,
11. 182.81 feet along the arc of a curve deflecting to the left, having a radius of 683.23 feet and a chord bearing and distance of North 64° 30' 17" West, 182.27 feet; thence,
12. North 85° 06' 18" West, 59.82 feet to a 1/2-inch rebar with cap "LSF810" set; thence,
13. 602.91 feet along the arc of a curve deflecting to the left, having a radius of 371.07 feet and a chord bearing and distance of North 83° 31' 27" West, 538.74 feet to a 1/2-inch rebar with cap "LSF810" set; thence,

14. 324.96 feet along the arc of a curve deflecting to the left, having a radius of 314.52 feet and a chord bearing and distance of South 80° 24' 49" West, 310.70 feet; thence,
15. South 72° 30' 32" West, 111.49 feet; thence,
16. North 16° 12' 32" West, 51.45 feet; thence,
17. North 30° 59' 04" West, 68.80 feet; thence,
18. North 54° 50' 01" West, 62.27 feet; thence,
19. North 02° 22' 18" East, 74.69 feet; thence,
20. 511.09 feet along the arc of a curve deflecting to the left, having a radius of 298.35 feet and a chord bearing and distance of North 28° 55' 46" East, 450.85 feet; thence,
21. 73.58 feet along the arc of a curve deflecting to the left, having a radius of 116.96 feet and a chord bearing and distance of North 21° 55' 22" East, 72.37 feet; thence,
22. North 64° 48' 03" East, 350.23 feet to a 1/2-inch rebar with cap "LSF810" set; thence,
23. North 18° 14' 56" East, 185.38 feet; thence,
24. North 04° 49' 03" East, 175.91 feet; thence,
25. North 15° 58' 41" West, 73.19 feet; thence,
26. North 02° 22' 47" East, 110.49 feet; thence,
27. North 10° 35' 45" West, 133.90 feet; thence,
28. North 07° 14' 23" East, 14.05 feet; thence,
29. North 02° 24' 47" East, 100.04 feet; thence,
30. North 13° 27' 33" West, 45.01 feet to a 1/2-inch rebar with cap "LSF810" set; thence,
31. North 71° 58' 32" West, 573.19 feet; thence,
32. 226.35 feet along the arc of a curve deflecting to the left, having a radius of 1,146.47 feet and a chord bearing and distance of North 80° 33' 21" West, 225.99 feet; thence,
33. North 90° 00' 00" West, 182.20 feet to a 1/2-inch rebar with cap "LSF810" set; thence,
34. North 00° 00' 00" East, 213.32 feet to a 1/2-inch rebar with cap "LSF810" set; thence,
35. 419.12 feet along the arc of a curve deflecting to the left, having a radius of 550.32 feet and a chord bearing and distance of North 07° 28' 59" West, 409.07 feet to a 1/2-inch rebar with cap "LSF810" set; thence,

36. South  $71^{\circ} 58' 19''$  East, 834.86 feet to a 1/2-inch rebar with cap "LSF810" found; thence,
37. North  $09^{\circ} 21' 49''$  East, 460.70 feet to a 1/2-inch rebar found; thence,
38. North  $09^{\circ} 22' 40''$  East, 462.09 feet to a 3/8-inch rebar found; thence,
39. North  $05^{\circ} 14' 49''$  West, 710.15 feet to a 1/2-inch rebar with cap "LSF810" found on the Southeasterly Right-of-Way Line of Lee's Mill Road (f.k.a. Lee's Lake Road) (f.k.a. Ellington-Kenwood Road) (Having an apparent variable width r/w); thence, running with the said line of Lee's Mill Road
40. North  $82^{\circ} 17' 31''$  East, 499.58 feet; thence,
41. 86.07 feet along the arc of a curve deflecting to the right, having a radius of 3,381.93 feet and a chord bearing and distance of North  $81^{\circ} 37' 57''$  East, 86.07 feet; thence,
42. North  $82^{\circ} 21' 41''$  East, 347.96 feet; thence,
43. 110.30 feet along the arc of a curve deflecting to the right, having a radius of 5,381.92 feet and a chord bearing and distance of North  $82^{\circ} 56' 55''$  East, 110.30 feet to a 1/2-inch rebar with cap "LSF810" found; thence, leaving the aforesaid line of Lee's Mill Road and running
44. South  $02^{\circ} 22' 53''$  East, 299.11 feet to a 1/2-inch rebar found; thence,
45. South  $89^{\circ} 04' 48''$  East, 314.26 feet to a 1/2-inch rebar found; thence,
46. South  $00^{\circ} 51' 29''$  West, 199.88 feet to a 1/2-inch rebar found; thence,
47. South  $86^{\circ} 00' 41''$  East, 451.75 feet to a 1/2-inch rebar found; thence,
48. North  $83^{\circ} 34' 48''$  East, 723.13 feet to a 1/2-inch rebar found; thence,
49. South  $89^{\circ} 10' 31''$  East, 326.23 feet to a 1/2-inch rebar with cap "LSF810" found on the Northwesterly Right-of-Way Line of Veteran's Parkway, (apparent 100 feet wide r/w) as per Fayette County Department of Public Works Right-of-Way Plans (West Fayetteville Bypass – Phase II); thence, running with the said line of Veteran's Parkway
50. South  $33^{\circ} 54' 01''$  West, 767.11 feet to a point being 0.46 feet northwest of a concrete r/w monument found; thence,
51. 1,733.78 feet along the arc of a curve deflecting to the left, having a radius of 2,050.00 feet and a chord bearing and distance of South  $09^{\circ} 40' 18''$  West, 1,682.57 feet to a point being 1.16 feet northwest of a concrete r/w monument found; thence,
52. South  $14^{\circ} 33' 26''$  East, 361.19 feet to a 1/2-inch rebar with cap "LSF810" found at the intersection of the aforesaid line of Veteran's Parkway and the aforesaid land lot line common to

Land Lot 14 of the 7th District and Land Lot 224 of the 5th District; thence, leaving the said line of Veteran's Parkway and running with the said land lot line

53. South  $01^{\circ} 00' 10''$  West, 764.45 feet to the Point of Beginning, containing 8,683,873 square feet or 199.3543 acres of land, more or less.

Exhibit BPermitted Exceptions

1. All taxes for the year 2024 and subsequent years.
2. Liens or rights to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records created solely by, through or under the acts of Grantee.
3. Matters depicted on that certain Minor Final Plat for Veterans Pkwy and Lees Mill South, LLC dated May 31, 2024, prepared by TerraMark Land Surveying, Inc., recorded at Plat Book 101, Page 679, Records of the Clerk of the Superior Court of Fayette County, Georgia. (As to Tract II A only)
4. Matters depicted on that certain Minor Final Plat for Veterans Pkwy and Lees Mill South, LLC dated April 15, 2024, prepared by TerraMark Land Surveying, Inc., recorded at Plat Book 101, Page 614, aforesaid records.
5. ALTA/NSPS Land Title Survey for United States Soccer Federation, Inc. and Fidelity National Title Insurance Company dated May 8, 2024, last revised August 20, 2024, prepared by TerraMark Land Surveying, Inc. delineates the following:
  - a. State waters, spring heads, jurisdictional wetlands, and associated stream buffers and watershed protection buffers and setbacks running through Tract I and Tract II A.
  - b. 50' setback lines running along all boundary lines of Tract I and Tract II A adjoining private properties.
  - c. 100' setback lines running along all boundary lines of Tract I and Tract II A adjoining public rights of way.
  - d. 75' buffer for pond on adjacent property in northwest corner of Tract II A.
  - e. Numerous barbwire and silt fences running throughout Tract II A.
  - f. Gravel drive running in northwest corner of Tract II A.
  - g. Stone terraces in northeast corner of Tract II A.
  - h. Dilapidated metal shed located in western portion of Tract II A.
6. Permanent Construction/Slope Easement from Green Properties Partners, L.L.L.P. to Fayette County, Georgia, dated December 31, 2011, recorded February 28, 2012, in Deed Book 3860, page 136, aforesaid records.
7. Declaration of Restrictive Covenants by Grantor, dated August \_\_\_\_, 2024, recorded \_\_\_\_\_, 2024, in Deed Book \_\_\_\_, page \_\_\_\_, aforesaid records.



Fayette County  
 Finance Department  
 140 Stonewall Avenue  
 Suite 101  
 Fayetteville, GA 30214

Page 23 of 111  
**OCCUPATIONAL TAX CERTIFICATE**  
**2026**

BUSINESS LOCATION	OWNER ID
910 VETERNS PARKWAY FAYETTEVILLE, GA 30214	152671

Certificate Number	9769
Issue Date	03/30/2026
Expiration Date	12/31/2026
Category	FOOD SERVICE
Type	FOOD SERVICE

**NOTICE**

This certificate becomes null & void if ownership changes. We must be notified in writing within 5 days of such change or transfer. A fee of \$35.00 will apply.

**BUSINESS NAME & MAILING ADDRESS**

LEVY PREMIUMN FOODSERVICE LIMITED PARTNE  
 LEVY PREMIUM FOODSERVICE AT US SOCCER NA  
 910 VETERNS PARKWAY  
 FAYETTEVILLE, GA 30214  
 312-664-8200

**Total Received \$750.00**

*Tracy Taylor*

Signature

**NON-TRANSFERABLE**

POST IN A CONSPICUOUS PLACE



Fayette County  
 Finance Department  
 140 Stonewall Avenue  
 Suite 101  
 Fayetteville, GA 30214

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 910 VETERNS PARKWAY  
 FAYETTEVILLE, GA 30214  
 312-664-8200

**Total Received \$750.00**

**Secretary of State**  
**Corporations Division**  
**315 West Tower**  
**#2 Martin Luther King, Jr. Dr.**  
**Atlanta, Georgia 30334-1530**

CONTROL NUMBER: K931239  
EFFECTIVE DATE: 07/29/1999  
JURISDICTION : ILLINOIS  
REFERENCE : 0077  
PRINT DATE : 07/29/1999  
FORM NUMBER : 328

CT CORPORATION SYSTEM  
PATTY HARDY  
1201 PEACHTREE STREET, NE  
ATLANTA, GA 30361

**CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS**

I, Cathy Cox, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that the foreign limited partnership

**LEVY PREMIUM FOODSERVICE LIMITED PARTNERSHIP**  
**A FOREIGN LIMITED PARTNERSHIP**

has been organized under the laws of the jurisdiction stated above and has filed an application meeting the requirements of Georgia law to transact business as a foreign limited partnership in this state.

WHEREFORE, by the authority vested in me as Secretary of State, the above named limited partnership is hereby granted, on the effective date stated above, this certificate of authority to transact business in the State of Georgia as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



Cathy Cox  
Secretary of State



GEORGIA  
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE  
BRAD RAFFENSPERGER

[HOME \(/\)](#)

## BUSINESS SEARCH

### BUSINESS INFORMATION

Business Name: **LEVY PREMIUM  
FOODSERVICE LIMITED  
PARTNERSHIP**

Control Number: **K931239**

Business Type: **Foreign Limited  
Partnership**

Business Status: **Active/Compliance**

Business Purpose: **NONE**

Principal Office Address: **980 NORTH MICHIGAN  
AVE., Ste 400,  
CHICAGO, IL, 60611,  
USA**

Date of Formation /  
Registration Date: **7/29/1999**

Jurisdiction: **Illinois**

Last Annual Registration  
Year: **2026**

Principal Record Address: **NONE**

### REGISTERED AGENT INFORMATION

Registered Agent Name: **Corporation Service Company**

Physical Address: **2 SUN COURT, SUITE 400, PEACHTREE CORNERS, GA, 30092, USA**

County: **Gwinnett**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Fayette County Alcoholic Beverage License Application of  
 Levy Premium Foodservice Limited Partnership d/b/a  
 Levy Premium Foodservice at U.S. Soccer National Training Center  
 910 Veterans Parkway, Fayetteville, GA 30214

**Exhibit "A" - Officers**

<b>Name</b>	<b>Title</b>	<b>Address</b>	<b>Phone Number</b>
Robert L. Ellis	President	726 Warwick Road Deerfield, IL 60015	(312) 644-8200
Andrew J. Lansing	CEO	2440 N. Lakeview, Apt. 3-D Chicago, IL 60614	(312) 644-8200
S. Folarin Dosunmu	Secretary	1167 S. Humphrey Avenue, Oak Park, IL 60304	(312) 644-8200
Elizabeth A. Shakespeare	Treasurer	1925 West Henderson Street Chicago, IL 60657	(312) 644-8200
Levy Restaurant Limited Partnership	General Partner	980 N. Michigan Ave., Ste. 400, Chicago, IL 60611	(312) 644-8200
Levy GP Corporation	General Partner	980 N. Michigan Ave., Ste. 400, Chicago, IL 60611	(312) 644-8200



# Payment Receipt #026988

3/31/2026



**Fayette County**

140 Stonewall Ave. West, Suite 201, Fayetteville, Georgia, 30214

Brian Hitchcock  
Sard and Leff

Misc. Payments - CE Application #MISC-03-2026-091882

Item	Amount
Alcohol License Fee	\$244.25
<b>Total</b>	<b>\$244.25</b>

**Transaction Method:**

Check

**Check Number:**

35716

**Check Date:**

3/30/2026

**Bank Name:**

First Horizon

**Notes**

M26-03096

Generated on Mar 31, 2026 @ 08:40 AM

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval to reappoint Peachtree City Fire/Rescue David Winkles to Position 1 of the Region 4 Emergency Medical Services Advisory Council for a three-year term beginning July 1, 2026 and expiring June 30, 2029.

**Background/History/Details:**

Fayette County is designated within Region 4 of the Office of Emergency Medical Services (OEMS) regional system. Region 4 is comprised of 12 counties located south of Atlanta. Each county has designated seats on the regions professional services council, of which Fayette County has 4 seats. This council is tasked with the oversight of the 911 zoning systems and the regional communication plan. Appointees to the council meet quarterly to address issues regarding response systems and to disseminate region wide information.

New bylaws dictate that the terms of each position be three years from two years. This council seat is filled from appointees recommended by the Fire Chief's of Fayette County Fire & Emergency Services and Peachtree City Fire-Rescue.

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

Approval to reappoint Peachtree City Fire/Rescue David Winkles to Position 1 of the Region 4 Emergency Medical Services Advisory Council for a three-year term beginning July 1, 2026 and expiring June 30, 2029.

**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:**

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Acknowledgment of Sheriff Barry H. Babb's decision to accept one (1) vehicle from the Fayette County Sheriff's Foundation.

**Background/History/Details:**

The Fayette County Sheriff's Foundation has purchased a vehicle to be donated and used by the Fayette County Sheriff's Office for its Drone program.

The vehicle is a 2026 Ford F150 bearing VIN# 1FTFW3LDXSFC38964 and valued at \$76,156.32. The vehicle accepted should be placed on the master asset list and insurance.

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

Acceptance of Sheriff Babb's decision to accept one (1) vehicle form the Fayette County Sheriff's Foundation.

**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:**

Must be listed as a County asset and insured.



**BUYER'S ORDER / INVOICE / BILL OF SALE**



P.O. Box 280 • 220 W. May Street • Winder, GA 30680 • 770-867-9136 • 800-282-7872 • www.akinsford.com DEAL # 4062692

CUSTOMER INFORMATION FOR TITLE PURPOSES						SALESPERSON	SALESPERSON	PROSPECT #	
NAME(S) FIRST, MIDDLE, LAST OR BUSINESS FAYETTE COUNTY						LESA CAMP 9522	ANGELA HOPKINS	303756	
N/A						STOCK NUMBER SFC38964	DATE 03/10/2026		
STREET ADDRESS 140 STONEWALL AVE WEST						CITY FAYETTEVILLE	COUNTY FAYETTE	STATE GA	ZIP CODE 30214
MAILING ADDRESS 140 STONEWALL AVE WEST						CITY FAYETTEVILLE	COUNTY FAYETTE	STATE GA	ZIP CODE 30214
HOME PHONE (770) 461-6353		CELL		WORK PHONE (770) 461-6353		E-MAIL ADDRESS			
PRIMARY PURCHASER INFORMATION									
SOCIAL SECURITY			DRIVER'S LICENSE #		DATE OF BIRTH		NAD # N/A		
VEHICLE PURCHASED									
TYPE TRK	YEAR 2025	MAKE FORD	MODEL F150	BODY SUPERCREW 4WD 145					N/A
CYLINDERS	TRANSMISSION	FUEL GAS	COLOR OXFORD	TRIM XLT	VIN 1FTFW3LDXSFC38964				N/A
KEY CODE		DOOR CODE			ODOMETER 24				TOTAL PURCHASE PRICE INCLUDING DEALER OPTIONS 82,156 32
TRADE-IN #1									
YEAR N/A	MAKE N/A	VIN N/A		REBATE(S) ASSIGNED TO DEALER 6,000 00		ADJUSTED PRICE INCL DISCOUNT(S)/REBATES 76,156 32			
MODEL N/A	STOCK NUMBER N/A	ODOMETER N/A	TRADE ALLOWANCE \$ N/A			GROSS TRADE-IN ALLOWANCE N/A			
PAYOFF AMOUNT N/A	GOOD UNTIL N/A	ACCOUNT NUMBER			QUOTED BY N/A				
PAYOFF OWED TO		PHONE NUMBER			STATE ZIP CODE				
ADDRESS		CITY			STATE ZIP CODE				
TRADE-IN #2									
YEAR N/A	MAKE N/A	VIN N/A		REBATE(S) ASSIGNED TO DEALER N/A		ADJUSTED PRICE INCL DISCOUNT(S)/REBATES N/A			
MODEL N/A	STOCK NUMBER N/A	ODOMETER N/A	TRADE ALLOWANCE \$ N/A			GROSS TRADE-IN ALLOWANCE N/A			
PAYOFF AMOUNT N/A	GOOD UNTIL N/A	ACCOUNT NUMBER			QUOTED BY N/A				
PAYOFF OWED TO		PHONE NUMBER			STATE ZIP CODE				
ADDRESS		CITY			STATE ZIP CODE				
TRADE-IN #3									
YEAR N/A	MAKE N/A	VIN N/A		REBATE(S) ASSIGNED TO DEALER N/A		ADJUSTED PRICE INCL DISCOUNT(S)/REBATES N/A			
MODEL N/A	STOCK NUMBER N/A	ODOMETER N/A	TRADE ALLOWANCE \$ N/A			GROSS TRADE-IN ALLOWANCE N/A			
PAYOFF AMOUNT N/A	GOOD UNTIL N/A	ACCOUNT NUMBER			QUOTED BY N/A				
PAYOFF OWED TO		PHONE NUMBER			STATE ZIP CODE				
ADDRESS		CITY			STATE ZIP CODE				
LIEN HOLDER									
PURCHASED VEHICLE LIEN HOLDER N/A						LIEN HOLDER CODE			
ADDRESS		CITY			STATE ZIP CODE				
INSURANCE									
COMPANY						POLICY NUMBER			
AGENT						PHONE			
ADDRESS		CITY			STATE ZIP CODE				
Purchaser agrees that this Order, including all the terms on BOTH PAGES 1 AND 2 HEREOF, and any retail installment sales contract reflecting the above transaction cancel and supercede any prior agreement or contract and compromise the complete and exclusive statement of the terms. Purchaser agrees that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE, AND FURTHERMORE IN THE EVENT OF A TIME SALE, THIS ORDER SHALL NOT BE BINDING UNTIL THE RETAIL INSTALLMENT SALES CONTRACT IS SIGNED BY PURCHASER AND HAS BEEN APPROVED BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE SAID CONTRACT ON SUCH TERMS. This agreement cannot be modified except by express agreement of the parties. Purchaser by his executing of the Agreement acknowledges that he has read the terms and conditions and has received a true copy of the Agreement.									
PURCHASER'S SIGNATURES N/A						DATE 03/10/2026			
CO-PURCHASER'S SIGNATURE N/A						DATE 03/10/2026			
ACCEPTED BY						DEALER OR HIS AUTHORIZED REPRESENTATIVE			
BASE PRICE						82,156 32			
TRADE-IN #1						N/A			
TRADE-IN #2						N/A			
TRADE-IN #3						N/A			
TOTAL PURCHASE PRICE INCLUDING DEALER OPTIONS						82,156 32			
REBATE(S) ASSIGNED TO DEALER						6,000 00			
ADJUSTED PRICE INCL DISCOUNT(S)/REBATES						76,156 32			
GROSS TRADE-IN ALLOWANCE						N/A			
TRADE DIFFERENCE						N/A			
SERVICE & DOCUMENTATION FEE						N/A			
ELECTRONIC FILING FEE						N/A			
TAG & TITLE FEE						N/A			
GA WARRANTY RIGHTS FEE (NEW ONLY)						N/A			
TAVT FEE						N/A			
SALES TAX IF APPLICABLE						N/A			
PRICE INCLUDING TAX & FEES						0 00			
BALANCE OWED ON TRADE(S)						N/A			
TOTAL PURCHASE PRICE W/TRADES						76,156 32			
DEPOSIT RECEIPT #						N/A			
SERVICE CONTRACT						N/A			
CASH DOWN RECEIPT \$						N/A			
GAP						N/A			
UNPAID BALANCE						76,156 32			
NET DUE UPON DEL CASH/CHECK CONTRACT						76,156 32			

DEAL NUMBER: 4062692; CUSTOMER ID: 303756; STOCK NUMBER: SFC38964; R\_PGA\_DB429BORTL - 03/10/2026 10:30:39 AM

**TERMS AND CONDITIONS CONSTITUTING A PART OF BUYERS ORDER**

1. As used in this Agreement the terms (a) "Dealer" shall mean authorized Dealer to whom this Agreement is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party/parties executing this Agreement as such on page 1 hereof, and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Dealer that Dealer is in no respect the agent of Manufacturer, that Dealer and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to new motor vehicles.
2. Purchaser certifies that Purchaser is 18 years of age or older and that he has read the printed matter on pages 1 and 2 hereof and agrees to it as a part of this order the same as if it were printed above his signature.
3. In the event this contract relates to a new motor vehicle purchased by a consumer as defined in O.C.G.A. 10-1-782 (3), purchaser acknowledges receipt of an owner's manual published by the manufacturer of said vehicle and a written statement that explains the consumer's rights pursuant to O.C.G.A. 10-1-783 (a) and (b).
4. **DISCLAIMER OF WARRANTIES:** Any warranties on the product sold hereby are those made by the manufacturer. The Seller, Akins, hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and Akins neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Purchaser shall not be entitled to recover from the selling Dealer any consequential damages, damages to property, damages for loss of use, loss of time, or income or any incidental damages.
5. Purchaser hereby sells and transfers unto Dealer the used car described herein and warrants that he has absolute title and that same is free from any liens or encumbrances except as disclosed herein, provided however, if there is any difference between the actual pay-off on the vehicle traded in and the balance as stated herein, then and in the event if Purchaser fails to pay said difference within 24 hours after demand, Dealer may, at its election, declare this agreement null and void with no title passing to Purchaser, and Purchaser agrees to return to Dealer immediately the vehicle sold to Purchaser. Dealer agrees, in the event that the difference in payoff is in favor of the Purchaser, to reimburse the Purchaser in a reasonable amount of time.
6. Purchaser accepts delivery of the vehicle sold by the Dealer as described herein and acknowledges that this vehicle has a FEDERAL PRICE LABEL on the vehicle pursuant to Public Law 85-508, if a new vehicle; or has a "Buyers Guide" affixed to a side window pursuant to 16 C.F.R. 455.2, if a used vehicle. Purchaser agrees that this order, including all the terms on **BOTH PAGES 1 AND 2 HEREOF**, and any retail installment sales contract reflecting the above transaction cancel and supercede any prior agreement or contract and comprise the complete and exclusive statement of terms. Purchaser agrees that **THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE, AND FURTHERMORE IN THE EVENT OF A TIME SALE, THIS ORDER SHALL NOT BE BINDING UNTIL THE RETAIL INSTALLMENT CONTRACT IS SIGNED BY PURCHASER AND HAS BEEN APPROVED BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE SAID CONTRACT ON SUCH TERMS.** This agreement cannot be modified except by express written agreement of the parties. Purchaser by this execution of the Agreement acknowledges that he has read its terms and conditions and has received a true copy of the agreement.
7. The information you see on the window form (Buyers Guide) for this vehicle is part of this contract. Information on the window form overrides any contrary provision in the contract sale.
8. Manufacturer has reserved the right to change the price to Dealer of new motor vehicle without notice. In the event the price to Dealer of new motor vehicles of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Purchaser, Dealer reserves the right to change the cash delivered price of such motor vehicle to Purchaser accordingly. If such cash delivered price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this Order, in payment of a reasonable charge for storage and repairs (if any) or, if such used motor vehicle has been previously sold by Dealer, the amount received therefore, less any expense in storing, insuring, conditioning, depreciation, or advertising said used motor vehicle for sale, shall be returned to the Purchaser.
9. Purchaser of such motor vehicle, the used motor vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance therefore shown on the front of this agreement, Purchaser may, if dissatisfied therewith, cancel this Agreement provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser and surrender of the used motor vehicle to the Dealer.
10. Purchaser agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer. Purchaser warrants any such used motor vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein. Purchaser agrees to pay actual damages to Dealer due to nondisclosure of salvage or wrecked title on traded vehicle.
11. There are no warranties, expressed or implied by the Seller herein on the vehicle or chassis described on page 1 hereof; in the case of a new vehicle or chassis the printed Manufacturer's New Vehicle warranty delivered to Purchaser with such vehicle or chassis shall apply and the same is hereby made a part hereof as though fully set forth herein. The New Vehicle Warranty is the only warranty applicable to such new vehicle or chassis and is expressly in lieu of all other warranties by the Dealer, expressed or implied including any implied warranty or merchantability or fitness for a particular purpose. In the case of a used vehicle or chassis, the applicability of an existing manufacturer's warranty thereon, if any, shall be determined solely by the terms of such warranty.
12. Any used motor vehicle sold to Purchaser by Dealer under this Order is sold at the time of delivery by Dealer without any guarantee or warranty, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, as to its condition or condition of any part thereof except as may be otherwise specifically provided in writing on page 1 of this order or in a separate writing furnished to Purchaser by Dealer. Language disclaiming implied warranties of merchantability or fitness for a particular purpose on the vehicle subject to this Order does not apply when a service contract is sold at the time of delivery in which the Dealer is legally liable under the service contract.
13. Unless this Agreement shall have been cancelled by the Purchaser under and in accordance with the provisions provided herein, Dealer shall have the right, upon failure or refusal of Purchaser to accept delivery of the motor vehicle ordered hereunder and to comply with the terms of this Agreement, to retain as liquidated damages any cash deposit made by Purchaser, and in the event a used motor vehicle has been traded in as a part of the consideration for the motor vehicle ordered hereunder, to sell such used motor vehicle and reimburse himself out of the proceeds of such sale for the expenses specified above and for such other expenses and losses as Dealer may incur or suffer as a result of such failure or refusal by Purchaser.
14. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Agreement either before or subsequent to delivery thereof to Purchaser.
15. Dealer shall not be liable for failure to delivery or delay in delivering the motor vehicle covered by this Agreement where such failure or delay is due, in whole or part, to any cause beyond the control or without the fault or negligence of Dealer.
16. The price of the motor vehicle specified on page 1 of this Agreement includes reimbursement for certain Federal Excise taxes, but does not include luxury taxes, sales taxes, use taxes or occupational taxes based on sales volume (Federal, State or Local), unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such luxury sales, use or occupational taxes imposed on or applicable to the transaction covered by this Agreement, regardless of which party may have primary tax liability.
17. The purchaser, before or at the time of delivery of the motor vehicle covered by this agreement, will execute such other forms of agreement or documents as may be required by the terms and conditions of payment indicated on page 1 of this Agreement.
18. In the event any portion of the purchase price is financed, this Agreement and any subsequent retail installment contract or security agreement is subject to the acceptance of said retail installment contract or security agreement by a bank or finance company.
19. If this Agreement is not consummated for any reason and Purchaser's vehicle used as trade-in is sold by the Dealer, the Dealer's sole liability to the Purchaser shall be the proceeds of said sale by Dealer less reasonable expenses incurred by the Dealer in storing, insuring, conditioning, repairing and selling said trade-in.
20. If used vehicle traded in or new vehicle herein ordered is driven by any of Dealer's employees at the request of Purchaser, it shall be so driven at Purchaser's risk.
21. Purchaser agrees to pay the balance due under this contract on or before delivery date unless otherwise herein agreed upon.
22. Purchaser acknowledges that there may have been certain recall campaigns, warranties repairs, transit and/or storage damage to the vehicle sold by the Seller herein and Purchaser hereby releases the Seller from any and all claims arising out of such recall campaigns, warranties repairs, transit and/or storage damage. Furthermore, Purchaser acknowledges that there may have been previous body damage to the used vehicle sold by the Seller herein and Purchaser releases the Seller from any and all damages arising out of such body damage.
23. Purchaser hereby grants the Dealer a security interest in the automobile described in VEHICLE PURCHASED on page 1 of this Agreement, to secure payment of the balance due on the purchase price, and agrees that said Dealer shall have rights of a secured party under the Uniform Commercial Code as in effect in Georgia.
24. Purchaser understands and agrees that Dealer will retain title to the Automobile being sold to Purchaser until such time as Dealer can ascertain that all considerations, including checks, have cleared the bank.
25. Time is of the essence with this contract and Purchaser understands that if Delivery is not made within 72 hours of the acceptance of this contract the vehicle will be available for sale.

4/13/2026 2:48 PM

Business Freedom Checking

\*\*\*\*\*8650

CONS-DB

### CONSOLIDATED DEBIT TRANSACTION FORM

United Community Bank

ACCOUNT NAME

*Fayette County Sheriff's Foundation*

DATE *3, 16, 26*

PREPARED BY

*Berling*

LOCATION #

*301*

#### DEBIT TRANSACTIONS

- |                                     |   |
|-------------------------------------|---|
| DDA 24 - INTEREST ACCRUAL DECREASE  | IRA 134 - EARLY WITHDRAWAL PENALTY                      |
| DDA 45 - WITHDRAWAL / DEBIT         | IRA 135 - FEDERAL WITHHOLDING                           |
| DDA 46 - TELEPHONE TRANSFER         | IRA 136 - STATE WITHHOLDING (NC ONLY)                   |
| DDA 61 - CLOSING WITHDRAWAL         | IRA 171 - PREMATURE DISTRIBUTION-NO EXCEPTION           |
| SAV 124 - INTEREST ACCRUAL DECREASE | IRA 174 - DEATH DISTRIBUTION                            |
| SAV 145 - WITHDRAWAL / DEBIT        | IRA 178 - NORMAL DISTRIBUTION                           |
| SAV 146 - TELEPHONE TRANSFER        | IRA 183 - TRANSFER TO ANOTHER ACCOUNT (WITHIN OUR BANK) |
| SAV 161 - CLOSING WITHDRAWAL        | IRA 184 - TRANSFER TO ANOTHER SOURCE                    |
| COD 224 - INTEREST ACCRUAL DECREASE | IRA 182 - COVERDELL DISTRIBUTION                        |
| COD 230 - PREMATURE WITHDRAWAL      | HSA 69 - DEATH DISTRIBUTION                             |
| COD 234 - EARLY WITHDRAWAL PENALTY  | HSA 70 - NORMAL DISTRIBUTION                            |
| COD 245 - WITHDRAWAL / DEBIT        | HSA 71 - EXCESS CONTRIBUTION CURRENT YEAR               |
| COD 246 - MEDICAL EMERGENCY         | HSA 72 - EXCESS CONTRIBUTION PREVIOUS YEAR              |
| COD 261 - CLOSING WITHDRAWAL        | HSA 75 - TRANSACTION NOT REPORTABLE                     |

\$

AMOUNT

*76,156.32*

TRAN CODE

*045*

ACCOUNT NUMBER



SIGNATURE

*[Signature]*

⑆ 5 1 100000 7 ⑆

Br=301-StartTm= 1:13:13 PM  
-TrID=7-TranDt=03/16/26  
-BusDt=03/16/26-ItemNum=000662558862

Br=301-StartTm= 1:13:13 PM  
-TrID=7-TranDt=03/16/26  
-BusDt=03/16/26-ItemNum=000662558862

*8A10599*

Amount: \$-76,156.32

Statement Description: Check

Posted Date: 3/16/2026

Type: Debit

Status: Posted

FAYETTE COUNTY

SFC38964

CUSTOMER'S NAME

STOCK NO.

**ODOMETER DISCLOSURE STATEMENT**

*Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.*

I, AKINS FORD LLC (transferor's name, Print)

state that the odometer now reads 24 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

(1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

(2) I hereby certify that the odometer reading is NOT the actual mileage.

**WARNING - ODOMETER DISCREPANCY.**

MAKE	MODEL	BODY TYPE
FORD	F150	SUPERCREW 4WD 145
VEHICLE IDENTIFICATION NUMBER		YEAR
1FTFW3LDXSFC38964		2025

X [Signature]  
TRANSFEROR'S SIGNATURE

AKINS FORD LLC  
PRINTED NAME

220 W MAY ST  
TRANSFEROR'S ADDRESS (STREET)

WINDER GA 30680  
CITY STATE ZIP CODE

03/10/2026  
DATE OF STATEMENT

X \_\_\_\_\_  
TRANSFEEE'S SIGNATURE

FAYETTE COUNTY  
PRINTED NAME

FAYETTE COUNTY  
TRANSFEEE'S NAME

140 STONEWALL AVE WEST  
TRANSFEEE'S ADDRESS (STREET)

FAYETTEVILLE GA 30214  
CITY STATE ZIP CODE

DEAL NUMBER: 4062692; CUSTOMER ID: 303766; STOCK NUMBER: SFC38964; R\_PMIU\_YCDD0103N\_313 - 03/10/2026 10:30:40 AM

## Fayette County Fixed Asset Change Form

Fayette County Sheriff's Office-Support Services Division

Date: April 13, 2026

Qty	Description	Manufacturer / Model	Serial / VIN	Inventory Tag #	Code: Acquisition Or Disposal	Current Unit Value Over \$50.00? (Y / N)	I.S. (Prep for Disposition only)	B&G Disposition Code
1	2025 Oxford in color	Ford F150 Pick Up Truck	1FTFW3LDXSFC38964		AD	Y		

**Acquisition Codes:**

- AP – Purchase
- AD – Donation
- AC – Confiscated
- AO – Other acquisition\*

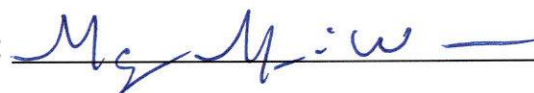
**Disposition Codes:**

- DS – To surplus for auction, sale or trade
- DD – To B&GM for disposal: recycle, landfill or other
- DT – Transfer to \_\_\_\_\_
- DO – Other disposition\*

**B&G Disposition Codes:**

- BS – Stored for auction or sale
- BD - Discarded
- BO – Other disposition\*

\*Comments: This vehicle was donated by the Fayette County Sheriff's Foundation for use by the Drone Unit of the Fayette County Sheriff's Office Support Services Division. This vehicle will need to be added to the Master Asset List and Insurance at a value of \$76,156.32.

Authorizing Signature: 

WORK ORDER #	DATE STORED	LOCATION STORED

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval of the Water Line Easement agreement between QTS Fayetteville I, LLC and Fayette County, Georgia to provide access to the Fayette County Water System infrastructure along Highway 54.

**Background/History/Details:**

Water system infrastructure along Highway 54, serving the QTS Data Center, extends onto private property for 80 feet beyond the right-of-way. This infrastructure includes three utility vaults, an irrigation meter, a hydrant and the water line that serves them. A Water Line Easement agreement between QTS Fayetteville I, LLC and Fayette County, Georgia was signed by QTS on April 13, 2026, to provide access to the infrastructure for the Fayette County Water System.

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

Approval of the Water Line Easement agreement between QTS Fayetteville I, LLC and Fayette County, Georgia to provide access to the Fayette County Water System infrastructure along Highway 54.

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

No funding is required.

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:**

After recording, please return to:  
Fayette County  
100 Habersham Drive  
Fayetteville, Georgia 30214  
Attention: E. Allison Ivey Cox

### WATER LINE EASEMENT

GEORGIA, FAYETTE COUNTY

Affecting a part of Tax  
Parcel #0704051

THIS WATER LINE EASEMENT (this "**Easement**") is made this 13 day of April, 2026, by QTS FAYETTEVILLE I, LLC, a Delaware limited liability company, as grantor hereunder ("**Grantor**"), to FAYETTE COUNTY, GEORGIA, a political subdivision of the State of Georgia ("**Grantee**").

WHEREAS, Grantor is the owner of certain real property in the City of Fayetteville, County of Fayette, Georgia, legally described on **Exhibit A** attached hereto and by this reference made a part hereof, having the above-referenced Tax Parcel Number (the "**Grantor Property**"); and

WHEREAS, Grantor has agreed to grant to Grantee non-exclusive easement over and across a portion of the Grantor Property, to place, construct, operate, use, maintain, repair, replace, inspect and reconstruct a water line and related facilities, on and subject to the terms and conditions of this Easement, and as further provided below;

NOW, THEREFORE, in consideration of the above recitals, incorporated herein by this reference, and for value received, Grantor, does hereby grant to Grantee, a non-exclusive easement to place, construct, operate, use, maintain, repair, replace, inspect and reconstruct a water line and related facilities (the "**Water Line Facilities**") in, over, under, across and through that part of the Grantor Property legally described and depicted on **Exhibit B** attached hereto and by this reference made a part hereof (the "**Easement Area**"), to support or accommodate the Water Line Facilities within such Easement Area. Grantee shall have the non-exclusive right of ingress to and egress from the rights of way adjoining the Grantor Property, and over and across private roads, and driveways which may now or hereafter exist on the Grantor Property for access to the Easement Area. All rights of ingress and egress shall be exercised only as needed for access to the Easement Area from Highway 54 W. and in such manner as shall cause the least practicable damage to and interference with the Grantor Property and use thereof.

Grantor, in addition to the above, hereby expressly grants to Grantee, its successors and assigns, the right to trim, cut or remove all trees, shrubs, and other vegetation lying wholly or partially situated within the Easement Area, that in Grantee's reasonable judgment endangers or will endanger the safety of, interfere with or encroach upon the use of the Water Line Facilities.

The Water Line Facilities located within the Easement Area shall be owned and maintained by Grantee at Grantee's sole cost and expense. Notwithstanding anything herein to the contrary, Grantee agrees that in no event shall any Water Line Facilities be located above ground over Grantor's driveway located in the Easement Area.

Grantor retains, reserves and shall continue to enjoy the use of the Easement Area for any purposes that do not unreasonably interfere with Grantee's use thereof, as permitted under this Easement. Without limiting the generality of the foregoing, Grantor shall have the right to, to install landscaping, driveways, and to grant additional non-exclusive easements to others in, over, under, across and through the Easement Area and permit additional utility lines (including fiber and telecommunication lines and facilities) and other installations, so long as: (i) Grantor shall not erect or construct or permit to be erected or constructed any building, structure or similar improvement limiting access to or within the limits of the Easement Area; (ii) Grantor shall not permit the installation of any physical encroachments or obstacles that will materially impair Grantee's maintenance and operation of the Water Line Facilities.

Any work performed by Grantee on the Water Line Facilities or in connection with the construction, use, maintenance or operation thereof under this Easement, shall be in accordance with all applicable laws, rules, regulations and ordinances. In no event shall Grantee permit to be filed against the Grantor Property any mechanic's or other lien arising out of any such work by Grantee. Prior to Grantee's use of the Easement Area and the commencement of the installation or any removal, repair, replacement or maintenance of any of the Water Line Facilities, Grantee shall be solely responsible for obtaining and shall obtain (at Grantee's sole expense) all permits and approvals (including wetlands permits and approvals), bonds and authority required under any federal, state or local statute, rule, order, ruling, court decision or regulation.

Following any disturbance of the Easement Area or any other part of the Grantor Property by Grantee, caused by Grantee, its agents, employees and/or contractors, Grantee agrees to return the Easement Area and/or any other part of the Grantor Property disturbed to as near its pre-disturbance condition as is practicable. If Grantee disturbs any physical encroachments or obstacles installed by Grantor and that materially impaired Grantee's maintenance and operation of the Water Line Facilities, the cost to return such encroachments and/or obstacles to pre-disturbance condition shall be borne by Grantor.

Grantee shall protect, indemnify, defend and hold Grantor, its agents, customers, employees and invitees (collectively, the "**Indemnified Parties**") harmless from and against any and all third party claims for loss, damage, liability, injury to person or property, including reasonable costs and expenses incurred by the Indemnified Parties on account of any claim or assertion of liability arising or alleged to have arisen out of the use of the Easement Area or the rights and/or privileges granted herein, including by reason of Grantee's access to, use of, or operation of the Water Line Facilities or the installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Area. Grantee's indemnification obligations hereunder shall not be applicable

to any claims to the extent caused by the negligence, intentional acts or omissions or willful misconduct of the Indemnified Parties.

It is expressly understood and agreed that this Easement and the easements granted herein are granted subject to all currently existing recorded easements, agreements, covenants, restrictions and conditions, if any, affecting the Easements Area, or any part thereof, or the Grantor Property. Grantor covenants that (i) it has the right to grant and convey the easements and all other rights, privileges and easements conveyed herein; (ii) subject to the immediately preceding sentence, Grantee shall have quiet and peaceable possession, use and enjoyment thereof; and (iii) Grantor shall execute such further assurances thereof as may be required by Grantee.

This Easement, and the terms, covenants and provisions set forth herein, shall run with the land and inure to the benefit of and be binding upon the Grantor and Grantee, and their respective successors and assigns in perpetuity.

*(Signature Page to Follow)*

IN WITNESSETH WHEREOF, Grantor has signed and sealed this Easement Agreement the day first above written.

**GRANTOR:**

**QTS FAYETTEVILLE I, LLC**, a Delaware limited liability company

Signed, sealed and delivered this 13 day of April, 2026, in the presence of:

By: Laney Marinich  
Name: Laney Marinich  
Title: Executive Vice President

Jennifer Mathews  
Witness/  
Name: Jennifer Mathews  
Title: Senior Pre-Development Project Manager

Tiffini Waddell  
Notary Public

[NOTARY SEAL]



**EXHIBIT A**  
**Legal Description of the Grantor Property**

Lot 3A shown on a plat entitled "MINOR FINAL PLAT FOR QTS FAYETTEVILLE I, LLC", and recorded in Plat Book 102, Page 98 among the Land Records of Fayette County, Georgia.

**EXHIBIT B**  
**Legal Description of the Water Line Easement Area**

Water Easement  
Part of Lot 3A  
QTS Fayetteville I, LLC Property  
Seventh District, Fayette County, Georgia

All that tract or parcel of land lying and being located in Land Lot 25 of the 7<sup>th</sup> District of Fayette County, located within the City Limits of Fayetteville, Georgia and being a portion of the lands of QTS Fayetteville I, LLC as described in a Deed dated July 1, 2022 and recorded among the Land Records of Fayette County, Georgia in Book 5526, Page 85, and being more particularly described as follows:

COMMENCING at a 1" open top pipe located on the southern boundary of Land Lot 25 at the intersection of the northern right-of-way line of State Route 54; said point also being located at the beginning of the North 89°10'24" West 518.06 foot line of Lot 3A as shown on a plat entitled Minor Final Plat for QTS Fayetteville I, LLC and recorded among the Land Records of Fayette County, Georgia in Plat Book 102, Page 98; said point having a Georgia Grid North, NAD 83, West Zone coordinate value of N: 1253502.8834 E: 2187262.5574; thence leaving said southern boundary of Land Lot 25 and running with said northern right-of-way line, North 62°52'46" East 235.23 feet to a 1" open top pipe; Thence continuing North 64°45'28" East 11.90 feet to a point and the true POINT OF BEGINNING; Thence leaving said right-of-way line and running, North 23°19'08" West, 60.04 feet to a point; Thence, North 66°40'52" East, 60.96 feet to a point; Thence, South 23°19'08" East, 20.18 feet to a point; Thence, North 66°39'26" East, 71.95 feet to a point; Thence, North 23°22'37" West, 42.87 feet to a point; Thence, North 66°37'23" East, 20.00 feet to a point; Thence, South 23°22'37" East, 62.88 feet to a point; Thence, South 66°39'26" West, 91.97 feet to a point; Thence, South 23°19'08" East, 17.81 feet to a point located on said northern right-of-way line; Thence running with said right-of-way line, South 64°45'28" West, 61.00 feet to a point and the true POINT OF BEGINNING.

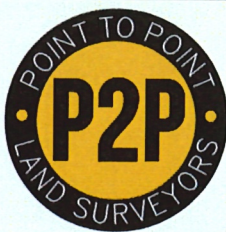
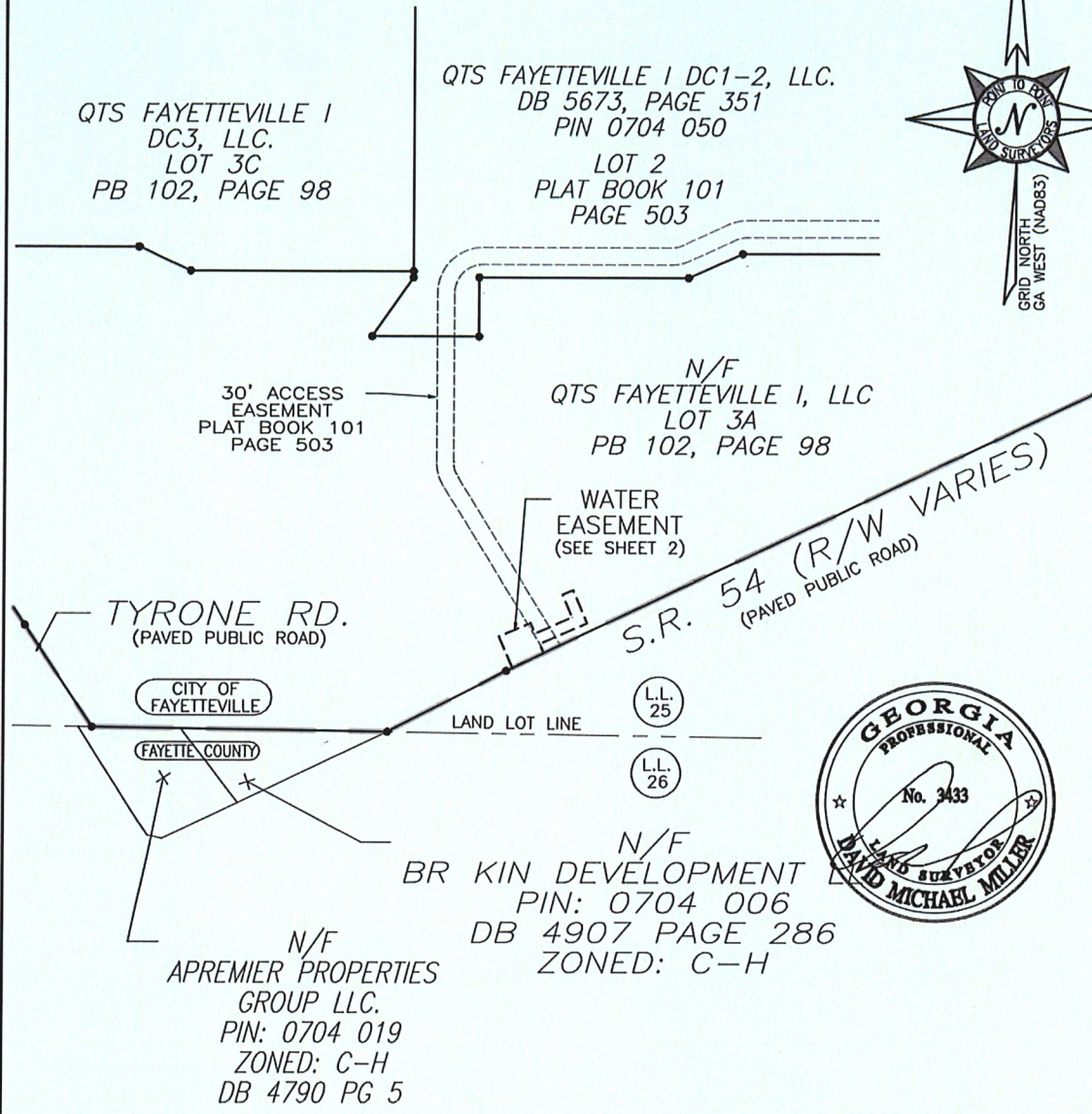
Bearings referenced to Georgia Grid North (NAD83) West Zone.

Said tract contains 0.1445 acres (6,294 square feet), more or less, as shown in a survey prepared for Kimley Horn and Associates by POINT TO POINT LAND SURVEYORS, INC. dated September 16, 2025.

**EXHIBIT B**  
**Depiction of the Water Line Easement Area**

(see attached)

# EXHIBIT B WATER EASEMENT



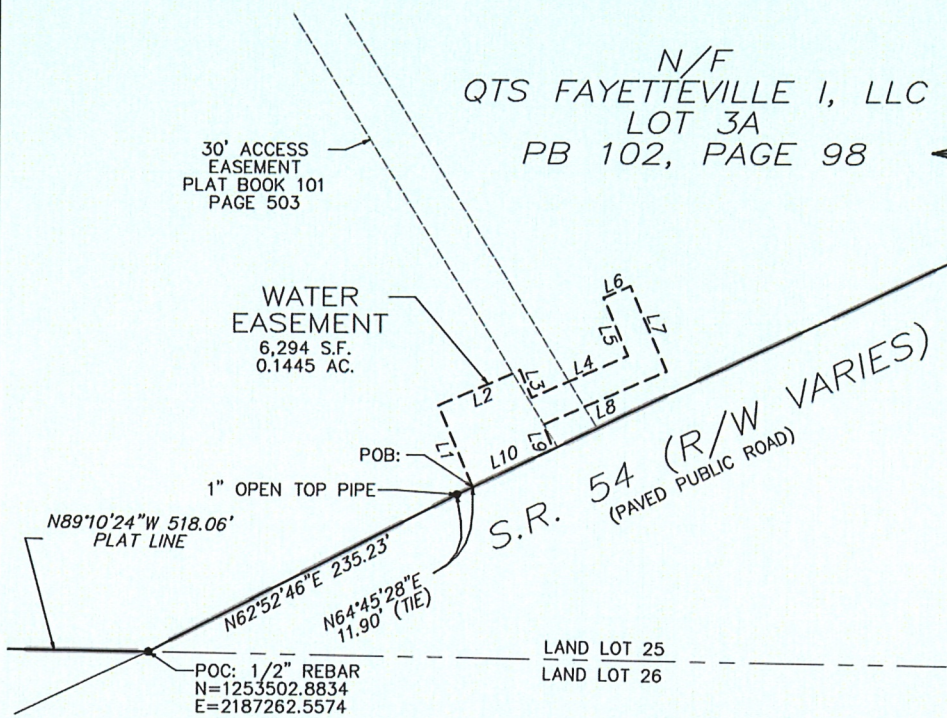
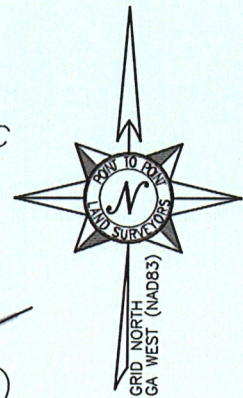
**POINT TO POINT  
LAND SURVEYORS**  
100 Governors Trace, Ste. 103  
Peachtree City, GA 30269  
(p) 678.565.4440  
(f) 678.565.4497  
(w) pointtopointsurvey.com

125 0 250 500  
GRAPHIC SCALE IN FEET  
SCALE: 1" = 250' (8.5x11)

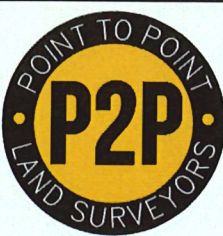
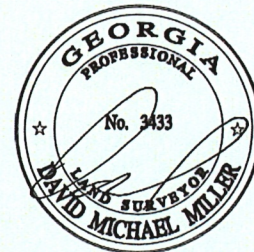
LAND LOT: 25	SCALE: 1" = 250'
DISTRICT: 7TH	CHECKED BY: DMM
SECTION: N/A	DRAWN BY: P2P
CITY: FAYETTEVILLE	DATE: 9/16/25
COUNTY: FAYETTE	SHEET: 1 OF 2
STATE: GEORGIA	JOB #: 241364GA

## EXHIBIT B WATER EASEMENT

N/F  
QTS FAYETTEVILLE I, LLC  
LOT 3A  
PB 102, PAGE 98

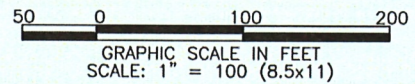


LINE	BEARING	DISTANCE
L1	N23°19'08\"W	60.04'
L2	N66°40'52\"E	60.96'
L3	S23°19'08\"E	20.18'
L4	N66°39'26\"E	71.95'
L5	N23°22'37\"W	42.87'
L6	N66°37'23\"E	20.00'
L7	S23°22'37\"E	62.88'
L8	S66°39'26\"W	91.97'
L9	S23°19'08\"E	17.81'
L10	S64°45'28\"W	61.00'



### POINT TO POINT LAND SURVEYORS

100 Governors Trace, Ste. 103  
Peachtree City, GA 30269  
(p) 678.565.4440  
(f) 678.565.4497  
(w) pointtopointsurvey.com



LAND LOT: 25  
DISTRICT: 7TH  
SECTION: N/A  
CITY: FAYETTEVILLE  
COUNTY: FAYETTE  
STATE: GEORGIA

SCALE: 1" = 100'  
CHECKED BY: DMM  
DRAWN BY: P2P  
DATE: 9/18/24  
SHEET: 2 OF 2  
JOB #: 241364GA

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval of the Water Line Easement agreement between QTS Fayetteville I, LLC and Fayette County, Georgia to provide access to the Fayette County Water System infrastructure along Tyrone Road.

**Background/History/Details:**

Water system infrastructure along Tyrone Road, serving the QTS Data Center, extends onto private property for 95 feet beyond the right-of-way. This infrastructure includes three utility vaults, an irrigation meter, a hydrant and the water line that serves them. A Water Line Easement agreement between QTS Fayetteville I, LLC and Fayette County, Georgia was signed by QTS on April 13, 2026, to provide access to the infrastructure for the Fayette County Water System.

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

Approval of the Water Line Easement agreement between QTS Fayetteville I, LLC and Fayette County, Georgia to provide access to the Fayette County Water System infrastructure along Tyrone Road.

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

No funding is required.

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:**

After recording, please return to:  
Fayette County  
100 Habersham Drive  
Fayetteville, Georgia 30214  
Attention: E. Allison Ivey Cox

### WATER LINE EASEMENT

GEORGIA, FAYETTE COUNTY

Affecting a part of Tax  
Parcel #0704051

THIS WATER LINE EASEMENT (this "**Easement**") is made this 13 day of April, 2026, by QTS FAYETTEVILLE I, LLC, a Delaware limited liability company, as grantor hereunder ("**Grantor**"), to FAYETTE COUNTY, GEORGIA, a political subdivision of the State of Georgia ("**Grantee**").

WHEREAS, Grantor is the owner of certain real property in the City of Fayetteville, County of Fayette, Georgia, legally described on **Exhibit A** attached hereto and by this reference made a part hereof, having the above-referenced Tax Parcel Number (the "**Grantor Property**"); and

WHEREAS, Grantor has agreed to grant to Grantee non-exclusive easement over and across a portion of the Grantor Property, to place, construct, operate, use, maintain, repair, replace, inspect and reconstruct a water line and related facilities, on and subject to the terms and conditions of this Easement, and as further provided below;

NOW, THEREFORE, in consideration of the above recitals, incorporated herein by this reference, and for value received, Grantor, does hereby grant to Grantee, a non-exclusive easement to place, construct, operate, use, maintain, repair, replace, inspect and reconstruct a water line and related facilities (the "**Water Line Facilities**") in, over, under, across and through that part of the Grantor Property legally described and depicted on **Exhibit B** attached hereto and by this reference made a part hereof (the "**Easement Area**"), to support or accommodate the Water Line Facilities within such Easement Area. Grantee shall have the non-exclusive right of ingress to and egress from the rights of way adjoining the Grantor Property, and over and across private roads, and driveways which may now or hereafter exist on the Grantor Property for access to the Easement Area. All rights of ingress and egress shall be exercised only as needed for access to the Easement Area from Tyrone Road and in such manner as shall cause the least practicable damage to and interference with the Grantor Property and use thereof.

Grantor, in addition to the above, hereby expressly grants to Grantee, its successors and assigns, the right to trim, cut or remove all trees, shrubs, and other vegetation lying wholly or partially situated within the Easement Area, that in Grantee's reasonable judgment endangers or will endanger the safety of, interfere with or encroach upon the use of the Water Line Facilities.

The Water Line Facilities located within the Easement Area shall be owned and maintained by Grantee at Grantee's sole cost and expense. Notwithstanding anything herein to the contrary, Grantee agrees that in no event shall any Water Line Facilities be located above ground over Grantor's driveway located in the Easement Area.

Grantor retains, reserves and shall continue to enjoy the use of the Easement Area for any purposes that do not unreasonably interfere with Grantee's use thereof, as permitted under this Easement. Without limiting the generality of the foregoing, Grantor shall have the right to, to install landscaping, driveways, and to grant additional non-exclusive easements to others in, over, under, across and through the Easement Area and permit additional utility lines (including fiber and telecommunication lines and facilities) and other installations, so long as: (i) Grantor shall not erect or construct or permit to be erected or constructed any building, structure or similar improvement limiting access to or within the limits of the Easement Area; (ii) Grantor shall not permit the installation of any physical encroachments or obstacles that will materially impair Grantee's maintenance and operation of the Water Line Facilities.

Any work performed by Grantee on the Water Line Facilities or in connection with the construction, use, maintenance or operation thereof under this Easement, shall be in accordance with all applicable laws, rules, regulations and ordinances. In no event shall Grantee permit to be filed against the Grantor Property any mechanic's or other lien arising out of any such work by Grantee. Prior to Grantee's use of the Easement Area and the commencement of the installation or any removal, repair, replacement or maintenance of any of the Water Line Facilities, Grantee shall be solely responsible for obtaining and shall obtain (at Grantee's sole expense) all permits and approvals (including wetlands permits and approvals), bonds and authority required under any federal, state or local statute, rule, order, ruling, court decision or regulation.

Following any disturbance of the Easement Area or any other part of the Grantor Property by Grantee, caused by Grantee, its agents, employees and/or contractors, Grantee agrees to return the Easement Area and/or any other part of the Grantor Property disturbed to as near its pre-disturbance condition as is practicable. If Grantee disturbs any physical encroachments or obstacles installed by Grantor and that materially impaired Grantee's maintenance and operation of the Water Line Facilities, the cost to return such encroachments and/or obstacles to pre-disturbance condition shall be borne by Grantor.

Grantee shall protect, indemnify, defend and hold Grantor, its agents, customers, employees and invitees (collectively, the "**Indemnified Parties**") harmless from and against any and all third party claims for loss, damage, liability, injury to person or property, including reasonable costs and expenses incurred by the Indemnified Parties on account of any claim or assertion of liability arising or alleged to have arisen out of the use of the Easement Area or the rights and/or privileges granted herein, including by reason of Grantee's access to, use of, or operation of the Water Line Facilities or the installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Area. Grantee's indemnification obligations hereunder shall not be applicable

to any claims to the extent caused by the negligence, intentional acts or omissions or willful misconduct of the Indemnified Parties.

It is expressly understood and agreed that this Easement and the easements granted herein are granted subject to all currently existing recorded easements, agreements, covenants, restrictions and conditions, if any, affecting the Easements Area, or any part thereof, or the Grantor Property. Grantor covenants that (i) it has the right to grant and convey the easements and all other rights, privileges and easements conveyed herein; (ii) subject to the immediately preceding sentence, Grantee shall have quiet and peaceable possession, use and enjoyment thereof; and (iii) Grantor shall execute such further assurances thereof as may be required by Grantee.

This Easement, and the terms, covenants and provisions set forth herein, shall run with the land and inure to the benefit of and be binding upon the Grantor and Grantee, and their respective successors and assigns in perpetuity.

*(Signature Page to Follow)*

IN WITNESSETH WHEREOF, Grantor has signed and sealed this Easement Agreement the day first above written.

**GRANTOR:**

**QTS FAYETTEVILLE I, LLC**, a Delaware limited liability company

Signed, sealed and delivered this 13 day of April, 2026, in the presence of:

By: Laney Marinich  
Name: Laney Marinich  
Title: Executive Vice President

Jennifer Mathews  
Witness  
Name: Jennifer Mathews  
Title: Senior Pre-Development Manager

Tiffini Waddell  
Notary Public

[NOTARY SEAL]



**EXHIBIT A**  
**Legal Description of the Grantor Property**

Lot 3A shown on a plat entitled "MINOR FINAL PLAT FOR QTS FAYETTEVILLE I, LLC", and recorded in Plat Book 102, Page 98 among the Land Records of Fayette County, Georgia.

**EXHIBIT B**  
**Legal Description of the Water Line Easement Area**

Water Easement  
Part of Lot 3A  
QTS Fayetteville I, LLC Property  
Seventh District, Fayette County, Georgia

All that tract or parcel of land lying and being located in Land Lot 40 of the 7<sup>th</sup> District of Fayette County, located within the City Limits of Fayetteville, Georgia and being a portion of the lands of QTS Fayetteville I, LLC as described in a Deed dated July 1, 2022 and recorded among the Land Records of Fayette County, Georgia in Book 5526, Page 85, and being more particularly described as follows:

COMMENCING at a ½" rebar and cap located on the northern right-of-way line of Tyrone Road; said point also being located at the beginning of the North 71°33'21" West 805.64 foot line of Lot 3A as shown on a plat entitled Minor Final Plat for QTS Fayetteville I, LLC and recorded among the Land Records of Fayette County, Georgia in Plat Book 102, Page 98; said point having a Georgia Grid North, NAD 83, West Zone coordinate value of N: 1254080.3094 E: 2186111.2499; thence running with said northern right-of-way line, North 71°33'21" West 145.68 feet to a point and the true POINT OF BEGINNING; Thence running with said right-of-way line and running, North 71°33'21" West, 46.04 feet to a point; Thence leaving said right-of-way line and running, North 08°25'35" East, 84.39 feet to a point; Thence, South 83°42'54" East, 45.37 feet to a point; Thence, South 08°25'35" West, 94.10 feet to a point and the true POINT OF BEGINNING.

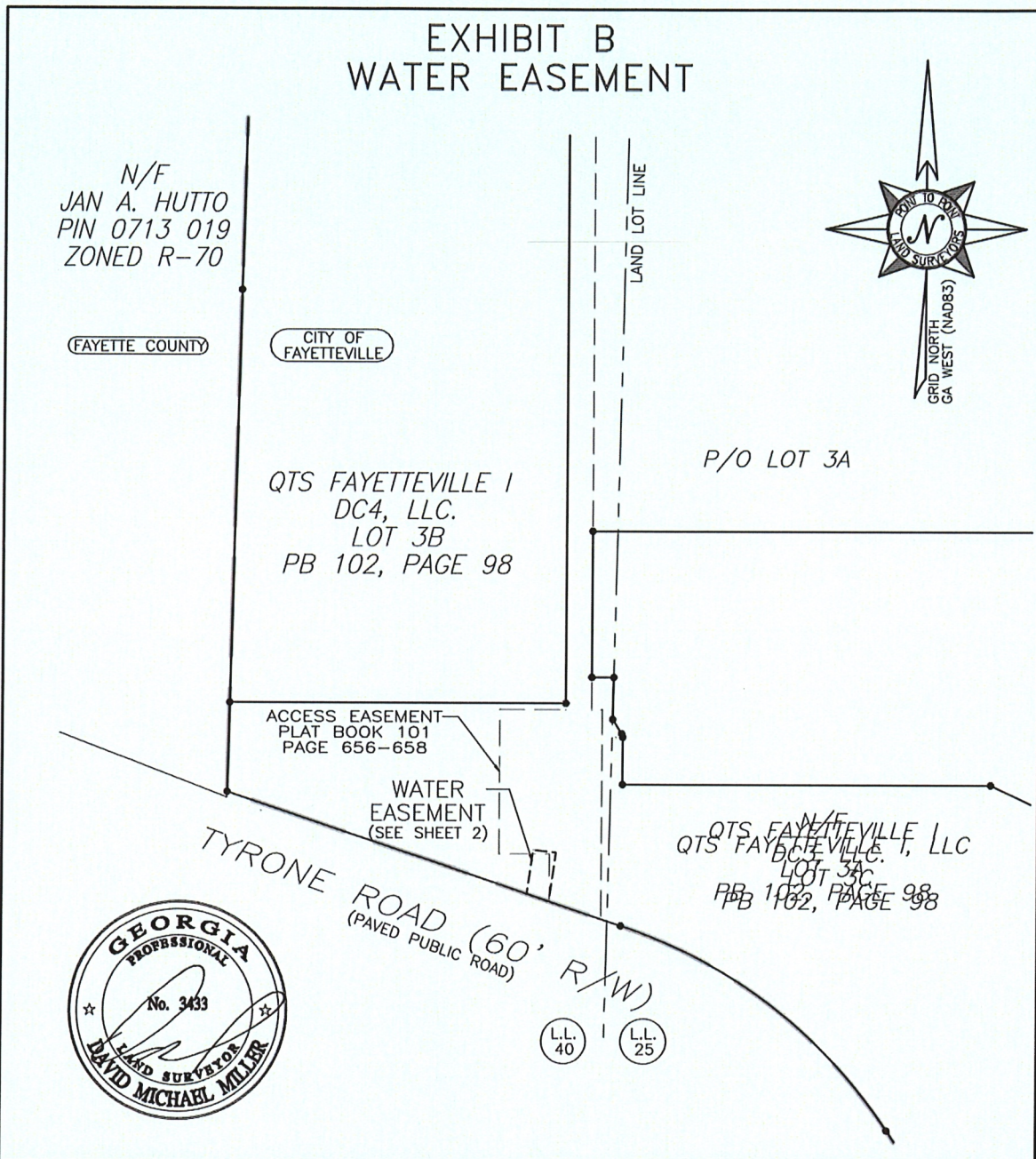
Bearings referenced to Georgia Grid North (NAD83) West Zone.

Said tract contains 0.0929 acres (4,046 square feet), more or less, as shown in a survey prepared for Kimley Horn and Associates by POINT TO POINT LAND SURVEYORS, INC. dated September 16, 2025.

**EXHIBIT B**  
**Depiction of the Water Line Easement Area**

(see attached)

# EXHIBIT B WATER EASEMENT



N/F  
JAN A. HUTTO  
PIN 0713 019  
ZONED R-70

FAYETTE COUNTY

CITY OF FAYETTEVILLE

QTS FAYETTEVILLE 1  
DC4, LLC.  
LOT 3B  
PB 102, PAGE 98

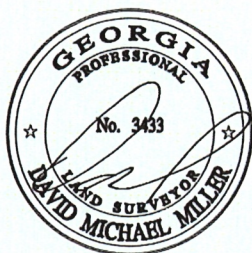
P/O LOT 3A

ACCESS EASEMENT  
PLAT BOOK 101  
PAGE 656-658

WATER  
EASEMENT  
(SEE SHEET 2)

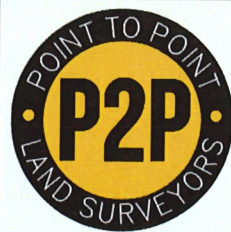
TYRONE ROAD (60' R/W)  
(PAVED PUBLIC ROAD)

QTS FAYETTEVILLE 1, LLC  
LOT 3A  
PB 102, PAGE 98



L.L. 40

L.L. 25



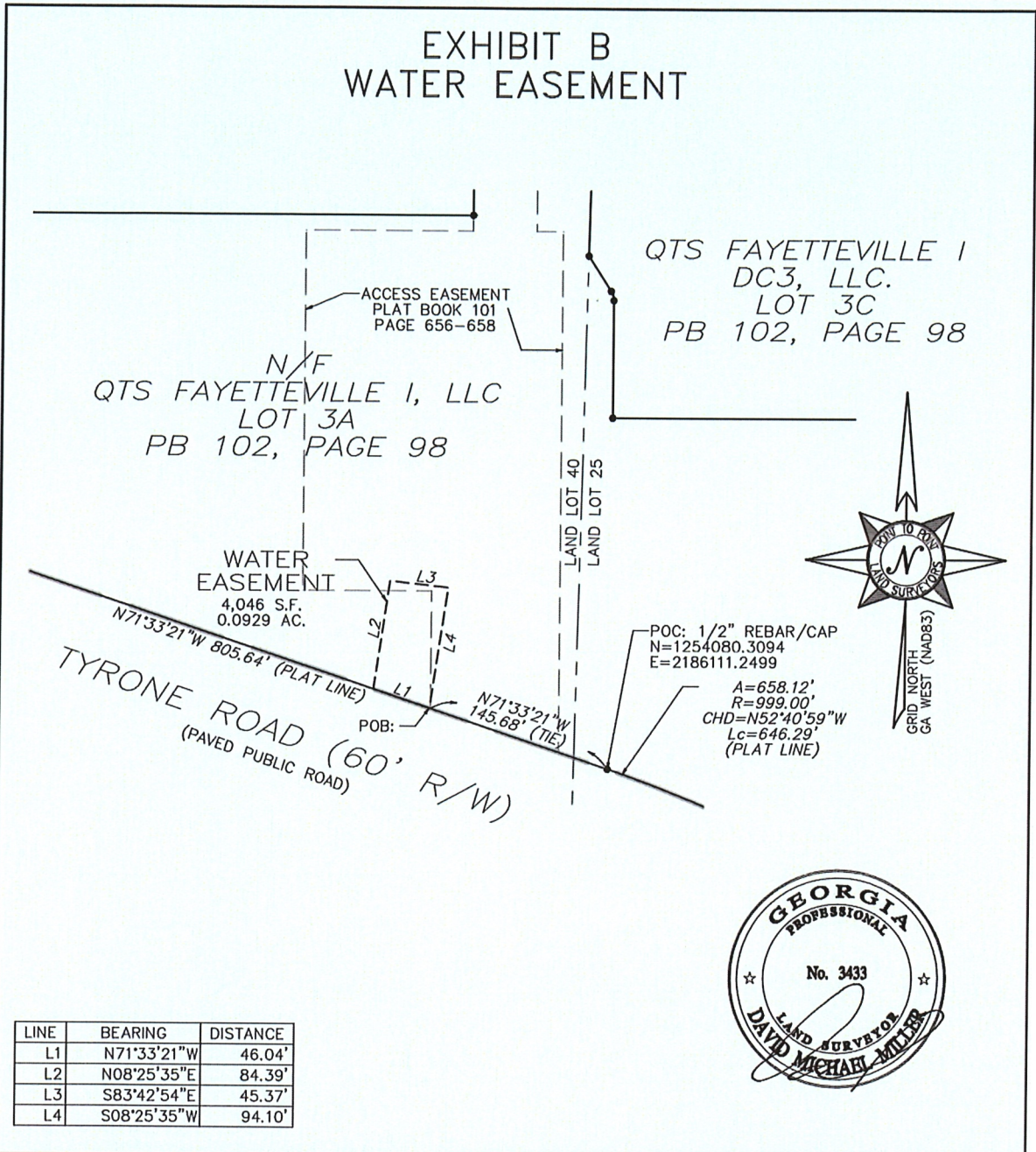
POINT TO POINT  
LAND SURVEYORS

100 Governors Trace, Ste. 103  
Peachtree City, GA 30269  
(p) 678.565.4440  
(f) 678.565.4497  
(w) pointtopointsurvey.com

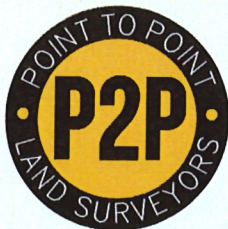
125 0 250 500  
GRAPHIC SCALE IN FEET  
SCALE: 1" = 250' (8.5X11)

LAND LOT: 40	SCALE: 1" = 250'
DISTRICT: 7TH	CHECKED BY: DMM
SECTION: N/A	DRAWN BY: P2P
CITY: FAYETTEVILLE	DATE: 9/16/25
COUNTY: FAYETTE	SHEET: 1 OF 2
STATE: GEORGIA	JOB #: 241364GA

## EXHIBIT B WATER EASEMENT

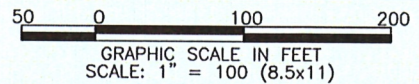


LINE	BEARING	DISTANCE
L1	N71°33'21"W	46.04'
L2	N08°25'35"E	84.39'
L3	S83°42'54"E	45.37'
L4	S08°25'35"W	94.10'



### POINT TO POINT LAND SURVEYORS

100 Governors Trace, Ste. 103  
 Peachtree City, GA 30269  
 (p) 678.565.4440  
 (f) 678.565.4497  
 (w) pointtopointsurvey.com



LAND LOT: 40  
 DISTRICT: 7TH  
 SECTION: N/A  
 CITY: FAYETTEVILLE  
 COUNTY: FAYETTE  
 STATE: GEORGIA

SCALE: 1" = 100'  
 CHECKED BY: DMM  
 DRAWN BY: P2P  
 DATE: 9/18/24  
 SHEET: 2 OF 2  
 JOB #: 241364GA

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval to accept a State funded supplemental grant award for the DUI Accountability Court in the amount of \$11,500 with \$0 match for Law Enforcement Award.

**Background/History/Details:**

Surveillance officers are an integral part of the DUI program and provide accountability to the program's participants via field visits while building rapport through positive law enforcement interaction. Surveillance officers conduct home checks at least once a month, inspecting the home and the participant's vehicle, and may require a drug screen or breath test during the visit. All visits must be documented in CaseWorx within 48 hours of the visit.

We currently contract 2 surveillance officers, partially funded by the annual grant; however, this supplemental grant will allow us to increase the number and quality of visits to meet the mandatory minimum visits and increase surveillance on our high risk participants. Additionally, this grant allows us to purchase an additional breathalyzer in order to stay current with industry standards for improved accountability of participants.

The grant period is January 1, 2026 through June 30, 2026.

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

Approval to accept a State funded supplemental grant award for the DUI Accountability Court in the amount of \$11,500 with \$0 match for Law Enforcement Award.

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

This is a grant in the amount of \$11,500. The total increase to expenditures and revenue budget by \$11,500.

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:**

**BRIAN P. KEMP**  
GOVERNOR



**JAY NEAL**  
DIRECTOR

## AWARD DOCUMENT SUBMITTAL CHECKLIST

The following items must be submitted when accepting the grant award and be approved before any funds are disbursed by the Criminal Justice Coordinating Council.

### *Award Letter:*

- Subgrant Award letter printed, signed and uploaded (**signed by Authorized Official**)
- Special Conditions printed, signed, and uploaded (**signed by Authorized Official**)

***Miscellaneous Attachments***—Please upload the following documents under miscellaneous attachments:

- Reimbursement Selection Form (**including a voided check if EFT is selected**)
- Personnel Action Forms/Salary Authorization Statements and contracts for all grant-funded positions (if applicable)
- Copy of all MOUs and contracts (if applicable)
- Letter for Designation of Signing Authority (if applicable)

**GRANT AWARD**

**CRIMINAL JUSTICE COORDINATING COUNCIL**


2026 Accountability Court Funding Program

<b>SUBAWARDEE:</b>	Fayette County Board of Commissioners	<b>CFDA NUMBER:</b>	N/A
<b>Employer Identification Number (EIN):</b>	58-6000826	<b>SUBAWARD NUMBER:</b>	AW-ACFP-26-806-181
<b>IMPLEMENTING AGENCY:</b>	Fayette County DUI Court	<b>SUBGRANT PERIOD:</b>	01/01/2026 - 06/30/2026
<b>PROJECT TYPE:</b>	DUI Court	<b>SUB AWARD AMOUNT:</b>	\$11,500.00
<b>AWARD NUMBER:</b>	State Accountability Court Program	<b>MATCHING FUNDS:</b>	\$0.00
<b>AWARD PERIOD:</b>	07/01/2025 - 06/30/2026	<b>TOTAL FUNDS:</b>	\$11,500.00

This award is made under the Council of Accountability Courts Judges State of Georgia grant program. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council. This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by June 30, 2025.

Reimbursement/Payment  
Frequency:

**Agency Approval**

  
 \_\_\_\_\_  
 Jay Neal, Director  
 Criminal Justice Coordinating  
**Date**  
 12/19/2025  
 \_\_\_\_\_

**Awardee Approval**

Signed Name: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Special Conditions**  
**2026 Accountability Court Funding Program**  
**Fayette County Board of Commissioners**  
**AW-ACFP-26-806-181**

1. All project costs not exclusively related to activities of the funded law enforcement agency must be approved with a Subgrant Adjustment Request, and only the costs of approved project-related activities will be reimbursable under the Subgrant Award.

Initials

2. The subgrantee certifies that no funds will be used to for actives unrelated to the accountability court(s).

Initials

3. The subgrantee must submit subsequent Subgrant Adjustment Requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 30 days prior to the end of the Subgrant period.

Initials

4. The subgrantee agrees that no funds shall be expensed outside of the approved budget. In addition, any funds spent under this Subgrant award must be expended by the grant end date and not encumbered.

Initials

5. The subgrantee agrees that at least 50% of the awarded funds will be spent in the third quarter of the state fiscal year, the remaining 50% in the fourth quarter of the state fiscal year. If this condition is not met, any unused remaining funds from that quarter will be retained by the Council to be managed by the CACJ Funding Committee.

Initials

6. This is a reimbursement grant. Requests for reimbursement must be made on a monthly basis. Subgrant Expenditure Reports are due 15 days after the end of the month.

Initials

7. The subgrantee certifies that state funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. State funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the subgrantee will be required to document that the reduction in non-state resources occurred for reasons other than the receipt or anticipated receipt of state funds.

Initials

8. Statistical and/or evaluation data describing project performance must be submitted to Council of Accountability Court Judges (CACJ) on a quarterly basis by the accountability court using the prescribed format. The subgrantee agrees to assist the accountability court(s) with the collection of law enforcement related data as determined by the Georgia Accountability Courts Data Collection Manual.

Initials

9. The subgrantee certifies that 1) title to all equipment and/or supplies purchased with funds under this Subgrant shall vest in the agency that purchased the property; 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes; and 3) once the project concludes and/or equipment is no longer utilized for its grant-

funded purpose, the Criminal Justice Coordinating Council and the Council of Accountability Court Judges will be informed of the available equipment and determine its future use to assure it is utilized in furtherance of the goals and objectives of the grant program and the State of Georgia.

Initials

10. Subgrantees must comply with the training requirements as determined by the Council of Accountability Court Judges.

Initials

11. Non-compliance with any of the special conditions contained within this document, by the authorized official, project officials and/or employees of this grant, will result in a recommendation to the CACJ Funding Committee that the award be rescinded.

Initials

12. Subgrantees must follow all accountability court standards as approved by the Council of Accountability Court Judges.

Initials

**Awardee Approval**

Signed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## CRIMINAL JUSTICE COORDINATING COUNCIL REIMBURSEMENT SELECTION FORM

SUBGRANT NUMBER: AW-ACFP-26-806-181  
 AGENCY NAME: Fayette County Board of Commissioners

**1. SELECT A SCHEDULE FOR SUBMITTING REIMBURSEMENTS (CHECK ONE BOX)**

- MONTHLY** (Requests for reimbursement are due 15 days after the end of the month)  
 **QUARTERLY** (Requests for reimbursement are due 30 days after the end of the quarter)

**2. SELECT A PROCESS FOR RECEIVING REIMBURSEMENT PAYMENTS (CHECK ONE BOX)**

- ELECTRONIC FUNDS TRANSFER** (Reimbursements will be deposited into the bank account listed below. A voided check must be attached to ensure proper routing of funds.)

BANK NAME: \_\_\_\_\_

BANK ROUTING NUMBER: \_\_\_\_\_

BANK ACCOUNT NUMBER: \_\_\_\_\_

AGENCY CONTACT NAME: \_\_\_\_\_

AGENCY CONTACT TELEPHONE NUMBER: \_\_\_\_\_

AGENCY AUTHORIZED OFFICIAL NAME AND TITLE: \_\_\_\_\_

AGENCY AUTHORIZED OFFICIAL SIGNATURE: \_\_\_\_\_

- CHECK** (Reimbursements will be mailed in the form of a check to the address listed below)

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE & ZIP: \_\_\_\_\_

ATTENTION: \_\_\_\_\_

AGENCY AUTHORIZED OFFICIAL SIGNATURE: \_\_\_\_\_

---



---

**For CJCC Use ONLY**

<b>CJCC Auditor:</b>	
<b>Phone Number:</b>	
<b>Grant Award Number:</b>	
<b>GBI Entry Initial/Date:</b>	

FY26 Law Enforcement Award

Court Name: **Fayette County DUI Court**

Budget Worksheet Category	Line Item	Total Awarded
Personnel		\$0
Contract Services	Surveillance Officer 10,000.00	\$10,000
Drug Testing Supplies	Drug Testing PBT 1,500.00	\$1,500
Supplies /Other Costs		\$0
Equipment		\$0
In State Training and Travel		
Transportation Funding		\$0
<b>Total Budget:</b>		<b>\$11,500</b>

**Funding Committee Note:**

For future grant applications, include detailed budget narratives that show how each expense supports the program with a further breakdown of all costs.

**BOARD OF COUNTY COMMISSIONERS**

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

Consent #8

**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**

April 21, 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 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month at 5:00 p.m.

**OFFICIAL SESSION:****Call to Order**

Chairman Lee Hearn called the April 21, 2026, Board of Commissioners meeting to order at 5:08 p.m. A quorum of the Board was present. Vice Chairman Edward Gibbons was absent.

**Invocation and Pledge of Allegiance by Chairman Lee Hearn**

Chairman Lee Hearn gave the Invocation and led the audience in the Pledge of Allegiance.

**Acceptance of Agenda**

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

**PROCLAMATION/RECOGNITION:**

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

**PUBLIC HEARING:**

1. **Consideration of amendment to Chapter 110. Zoning Ordinance, Regarding Article V. – Conditional Uses, Nonconformances, and Transportation Corridor Overlay Zone. - Sec. 110-169(2)n.5. – Uses and/or Structures incidental to a Church. Add Off-Site Parking as an incidental use to churches. This hearing was tabled at the March 26, 2026 Board of Commissioners meeting.**

Ms. Bell stated that this item was a request seeking approval of amendment to Chapter 110. Zoning Ordinance, Regarding Article V. – Conditional Uses, Nonconformances, and Transportation Corridor Overlay Zone. - Sec. 110-169(2)n.5. – Uses and/or Structures incidental to a Church to add Off-Site Parking as an incidental use to churches. This amendment would add a use under Conditional Use criteria for churches & places of worship to provide for incidental use for off-site parking, subject to specific conditions. Legal determined that, for clarity, this amendment should be separately enumerated in Sec.110-169(2)n. as Item 14 since it contains specific requirements for the use. She stated that staff recommended approval of the amendment as amended by the Planning Commission. She added that the Planning Commission recommended approval of an amended version of Sec. 110-169(2).n.14., to add condition to require a traffic plan. She noted that this item had been tabled at the March 26, 2026, Board of Commissioners meeting so that Legal could revise some portions of the text to clarify some of the criteria.

No one spoke in favor.

Bill EntriKin with Flat Creek Baptist Church stated that he made comments before the Board at the March 26<sup>th</sup> meeting, where he outlined his objections to the wording of the proposed amendments. He noted that the item was tabled to allow time for the amendment to be reviewed and revised to add clarity to the wording of some of the provisions of the ordinance. Mr. EntriKin noted, however, that the wording before the Board was basically the same and still needed to be revised.

Chairman Hearn stated he had concerns regarding the ordinance as presented and wanted the Board to provide input and insight to the language of the Ordinance.

Chairman Hearn moved to table the consideration of amendment to Chapter 110. Zoning Ordinance, Regarding Article V. – Conditional Uses, Nonconformances, and Transportation Corridor Overlay Zone. - Sec. 110-169(2)n.5. – Uses and/or Structures incidental to a Church. Add Off-Site Parking as an incidental use to churches to the May 28<sup>th</sup> Board of Commissioners meeting.

Commissioner Maxell stated that he was not ready to vote on the amendments to the Ordinance as presented because he, as well as other members of the Board, had not had an opportunity to properly vet the ordinance, providing feedback. He noted that years ago they used to host planning sessions to discuss and review individual items. Commissioner Maxell stated that this may be an item that would garner a planning session.

Assistant County Patrick Stough stated that page 8 of the agenda package outlined several questions that Legal identified that needed additional guidance from the Board.

Commissioner Oddo suggested instead of tabling the item tonight, the Board should deny it. This would take action on what was presented before the Board and allow staff, and interested parties, the time and opportunity to effectively review and develop revised language for the ordinance.

Mr. Stough stated that doing that would start the process over requiring it to go back before the Planning Commission.

Chairman Hearn moved to table the consideration of amendment to Chapter 110. Zoning Ordinance, Regarding Article V. – Conditional Uses, Nonconformances, and Transportation Corridor Overlay Zone. - Sec. 110-169(2)n.5. – Uses and/or Structures incidental to a Church. Add Off-Site Parking as an incidental use to churches to the May 28<sup>th</sup> Board of Commissioners meeting. The motion passed 4-0. Vice Chairman Gibbons was absent.

2. **Consideration of amendment to Chapter 110. Zoning Ordinance, Regarding Article V. – Conditional Uses, Nonconformances, and Transportation Corridor Overlay Zone. - Sec. 110-169(2) – Add Supporting Off -Site Parking as a conditional use in O-I (Office- Institutional) zoning district. This hearing was tabled at the March 26, 2026 Board of Commissioners meeting.**

Ms. Bell stated that this item was a request seeking approval of amendment to Chapter 110. Zoning Ordinance, Regarding Article V. – Conditional Uses, Nonconformances, and Transportation Corridor Overlay Zone. - Sec. 110-169(2) – Add Supporting Off - Site Parking as a conditional use in O-I (Office- Institutional) zoning district. This amendment would add a use under Conditional Use criteria for churches and places of worship to provide for an incidental use for off-site parking, subject to specific conditions. She noted that this hearing was tabled at the March 26, 2026, BOC Meeting. Ms. Bell stated that staff recommended approval of the amendment. The Planning Commission recommended denial of amendment.

Rick Lindsey stated that he, and his client, agreed with proposed amendments but wanted to briefly review the questions offered to the Board from Legal garnering direction on specific portions of text of the amended ordinance. Mr. Lindsey stated that he and his client were fine with items/conditions [of the amended ordinance text] numbered 1, 2, 4, 5, 6, 7, 10, 11, and 12 as written. For

item/condition number 3 he asked that the “term” be a combined term not to exceed a total of eight (8) years. Mr. Lindsey also asked that for option C, the amount of the rent and addresses of both the lessor and lessee, be redacted. He noted that they had no problem providing a copy of the lease if that information could be redacted before submittal. For item/condition number eight (8) he asked that multiple consecutive leases be allowed not to exceed the eight (8) year term. For item/condition number nine (9) he noted that he had submitted alternative language labeled as “A” and was asking that his proposed language be used, noting that the intention of his client’s property after the temporary use as a parking lot, was for it to be developed into an office or medical building. He stated that it made no sense to tear up a good parking lot if development procedures were properly followed as outlined in County Code. Mr. Lindsey stated that he felt this ordinance was much further along than the previous one and only needed a few tweaks. He asked for the Board favorable approval with his outlined revisions.

No one spoke in opposition.

Commissioner Oddo briefly restated what Mr. Lindsey was requesting. To allow multiple consecutive leases not to exceed the eight (8) year term, redaction of rent amount and the address of both the lessor and lessee, and revision to required condition of property once temporary use as parking ended.

Mr. Stough stated that he had enough information to make these changes effective if approved by the Board tonight. As a point of clarification, he noted that changes would be made to items/conditions 3, 8, and 9 [of the amended ordinance text] as outlined by Mr. Lindsey and incorporating items/conditions 10-12 from the Planning Commission as noted by Ms. Bell.

Commissioner Oddo moved to approve amendment to Chapter 110. Zoning Ordinance, Regarding Article V. – Conditional Uses, Nonconformances, and Transportation Corridor Overlay Zone. - Sec. 110-169(2) – Add Supporting Off -Site Parking as a conditional use in O-I (Office- Institutional) zoning district, with outlined and added changes as discussed by the Board. Chairman Hearn seconded.

Vice Chairman Gibbons arrived at the Board of Commissioners meeting.

Commissioner Rousseau stated that he felt that this parking problem was a result of poor planning and something that should have been captured in the Developments of Regional Impact (DRI). He stated that he was against conducting business and making changes in this manner.

Commissioner Maxwell stated that while he understood Commissioner Rousseau position, he felt that delaying action could result in the deal being lost. This property consisted of 50 acres currently zoned for mobile homes. Commissioner Maxwell stated that he was ready to vote and move forward with this project.

Commissioner Oddo moved to approve amendment to Chapter 110. Zoning Ordinance, Regarding Article V. – Conditional Uses, Nonconformances, and Transportation Corridor Overlay Zone. - Sec. 110-169(2) – Add Supporting Off -Site Parking as a conditional use in O-I (Office- Institutional) zoning district, with outlined and added changes as discussed by the Board. Chairman Hearn seconded. The motion passed 4-1. Commissioner Rousseau voted in opposition.

3. **Consideration of Petition 1375-26-A, William Jerry Cleveland, Owner; Ace Group Holdings Corp., Applicant; Rick Lindsey, Atty., Agent. Applicant is requesting to rezone Parcel No. 0704 002 (10.62 acres) from M-H-P (Manufactured Home Park) to O-I (Office-Institutional); property located in Land Lots 26 of the 7th District and fronts Highway 54 West.**

Ms. Bell stated that the next three items were part of the same project and would be discussed together but would require a separate vote for each.

Ms. Bell stated that the applicant was proposing this rezoning for the intent of operating a parking center for the vehicles driven by the construction workers and other personnel working at the data center. Upon completion of the data center, the property will be developed for an office site. He noted that as defined in the Fayette County Comprehensive Plan's Future Land Use Plan, commercial was designated for this area. The area was also within the Sec. 110-142. – O-I (h) State Route 54 West Special Development District, so the request for O-I zoning district was consistent with the Comprehensive Plan. Ms. Bell advised that staff recommended approval subject to the following four conditions:

1. Demolition permits from Department of Building Safety be obtained for all existing structures, including the proper abandonment of all wells, on parcel 0704 002 (aka 1486 Highway 54) and be removed from the property within 180 days or prior to the submittal of a minor final plat, whichever comes first.
2. Parcels 0704 002, 0704 004, and 0704 052 shall be combined by a recorded final plat within 180 days of the approval of the petition or prior to the submittal of a non-residential site plan, whichever comes first.
3. Article VII Watershed Protection shall apply to the property after rezoning.
4. The owner shall provide Fayette County an easement for a multi-use path that shall consist of a 20-foot permanent construction, maintenance, and use easement. This easement should be along SR 54 within the Highway 54 overlay setback. The locations shall be established by the owner on the site plan and defined by a written legal description. The easements, with legal description and map from site plan, shall be recorded by Environmental Management Department upon receipt of documents that meet the requirements outlined. All requirements associated with this condition shall be completed within 180 days of the conclusion of the site as a temporary parking lot use.

Ms. Bell advised that the Planning Commission recommended approval subject to staff's outlined conditions. She also noted that this was included in the DRI for Phase II of the QTS Data Center. She stated that they [QTS] had worked with the County and Engineering staff to discuss traffic plans working to incorporate this in the initial traffic plan. Ms. Bell noted that it was not common for DRI's to include a construction phase traffic plan, but County staff emphasized that the length of construction for data centers was unusual and unique, compared to other construction projects. As a result, the Georgia Regional Transportation Authority (GRTA) did readjust traffic plans. Ms. Bell provided various maps outlining the location, topography, surrounding zoning, environmental elements, and an aerial depiction of the property.

Mr. Lindsey stated that he was at the meeting representing ACE Group Holdings Inc, who was seeking Board approval to rezone this property from M-H-P to O-I with the intent of operating a parking center for the vehicles driven by the construction workers and other personnel working at the data center. Upon completion of the data center, the property will be developed for an office site. He noted that there was critical need for parking for workers at the facility. The goal was to disseminate parking of these workers to various areas and parking lots around the County to help mitigate traffic along that corridor. He noted that this property was perfectly situated to serve as parking and help mitigate traffic on Highway 54. He noted that ultimately the property would be developed into an office or medical facility, acknowledging that this use would fit perfectly in the area and adhered to the Land Use Plan. Mr. Lindsey agreed to the outlined conditions. Mr. Lindsey also noted that after conversation with neighbors his client had agreed to construct a 6ft./ 8ft. privacy fence immediately to the east of the property, along properties at 150, 155, and 160 Woodstream Point. Mr. Lindsey asked that the fence construction be added as a condition to the rezoning. He concluded asking for the Board's favorable approval.

**Ben Loggins of Fayetteville** stated that he was in opposition of this rezoning specifically related to traffic. He noted that Highway 54 was already a heavily traveled roadway and now with the development of the Data Center traffic had increased. This parking lot would only heighten the traffic in the area, making it difficult for residents who live there, especially during peak traffic times.

**Johnathan Bonner of Fayetteville** stated that as a lifelong resident of Fayette County he was disappointed to see Adams Farm turn into a parking lot. He also noted that he traveled on Highway 54 every morning taking his son to school and suggested staggering the busing schedule of the construction workers at the Data Center. He stated that this could help alleviate peak travel time volume and potentially mitigate additional traffic concerns. He also suggested that the Board slowdown in making quick decisions and truly evaluate future development projects and traffic patterns to comprise a well thought out plan for transportation and traveling in Fayette County.

**Andrea Boman of Fayetteville** asked the Board to please be thoughtful and aware of the long-term impact of the decisions they made and how it affected the quality of life of the residents. She noted that she had been a long-time resident of Peachtree City and now dreaded driving there due to the traffic. Ms. Boman noted that she would hate to see Paradise [Fayette County] paved over, and turned into a parking lot.

Vice Chairman Gibbons moved to approve Petition 1375-26-A, William Jerry Cleveland, Owner; Ace Group Holdings Corp., Applicant; Rick Lindsey, Atty., Agent. Applicant is requesting to rezone Parcel No. 0704 002 (10.62 acres) from M-H-P (Manufactured Home Park) to O-I (Office-Institutional); property located in Land Lots 26 of the 7th District and fronts Highway 54 West, with outlined and added conditions. Commissioner Maxwell seconded.

Vice Chairman Gibbons stated that change was inevitable, and as much as some would like to erect a wall around Fayette County, that was not possible nor wise. He noted that currently there was a situation that needed to be managed and this was the best proactive solution to help mitigate the issue.

Commissioner Rousseau stated while he agreed that we could not build a wall around Fayette County, he did want to acknowledge that sometimes solutions could be compatible or incompatible for a particular situation. As a result, it was the responsibility of the Board to accommodate and balance the needs of both the residents and development and growth in the area. Commissioner Rousseau stated that roadway improvements were being made in the area that had to be taken into consideration when making decisions. He also expressed his concern regarding the impervious surface and potential water runoff. Commissioner Rousseau stated that with all that in mind this was the closest location to the data center and along a State Route, which would keep traffic off residential roads. He also expressed his concern related to the intended purpose of the property once this temporary use was completed. He asked Mr. Stough if approved, would it hold them to the intended purpose.

Mr. Stough stated the approved conditions outlined regulated how long it could be used as a parking lot. Once that timeframe was completed the subject property could be developed into anything allowed within the O-I zoning district.

Commissioner Rousseau stated that while this caused him hesitation the bigger issue was how to move the workers throughout the area and he would rather have them off residential streets.

Commissioner Oddo stated that growth was inevitable and noted that he understood the frustration of the residence. He stated that the Board had to consider several factors, and to be able to rezone this property to a less dense zoning district was a positive change. This request was accepted as part of the Comprehensive Plan. If denied, in the future it could be developed as a mobile home park or could be considered for a commercial rezoning request, which opened it up for more options for use. This request created an opportunity for the Board to alleviate that possibility. Commissioner Oddo stated QTS was here and the County had to work with it and this was a good opportunity and favorable solution.

Vice Chairman Gibbons moved to approve Petition 1375-26-A, William Jerry Cleveland, Owner; Ace Group Holdings Corp., Applicant; Rick Lindsey, Atty., Agent. Applicant is requesting to rezone Parcel No. 0704 002 (10.62 acres) from M-H-P (Manufactured Home Park) to O-I (Office-Institutional); property located in Land Lots 26 of the 7th District and fronts Highway 54 West, with outlined and added conditions. Commissioner Maxwell seconded. The motion passed 5-0.

4. **Consideration of Petition 1375-26-B, William Jerry Cleveland, Owner; Ace Group Holdings Corp., Applicant; Rick Lindsey, Atty., Agent. Applicant is requesting to rezone Parcel No. 0704 004 (2.81 acres) from M-H-P (Manufactured Home Park) to O-I (Office-Institutional); property located in Land Lots 26 of the 7th District and fronts Highway 54 West.**

Ms. Bell stated that this request was to rezone Parcel No. 0704 004 (2.81 acres) from M-H-P to O-I. The applicant was proposing this rezoning with the intent of operating a parking center for the vehicles driven by the construction workers and other personnel working at the data center. Once the data center is completed, the property will be developed for an office site. Once the data center was completed, the property will be developed for an office site. She noted that as defined in the Fayette County Comprehensive Plan's Future Land Use Plan, Commercial was designated for this area. The area was also within the Sec. 110-142. – O-I (h) State Route 54 West Special Development District, so the request for O-I zoning district was consistent with the Comprehensive Plan. Ms. Bell advised that staff recommended approval subject to the following four conditions:

1. A demolition permit from Department of Building Safety be obtained for all existing structures, including the proper abandonment of all wells, on parcel 0704 004 (aka 1472 Highway 54) and be removed from the property within 180 days or prior to the submittal of a minor final plat, whichever comes first.
2. Parcels 0704 002, 0704 004, and 0704 052 shall be combined by a recorded final plat within 180 days of the approval of the petition or prior to the submittal of a nonresidential site plan, whichever comes first.
3. Article VII Watershed Protection shall apply to the property after rezoning.
4. The owner shall provide Fayette County an easement for a multi-use path that shall consist of a 20- foot permanent construction, maintenance, and use easement. This easement should be along SR 54 within the Highway 54 overlay setback. The locations shall be established by the owner on the site plan and defined by a written legal description. The easements, with legal description and map from site plan, shall be recorded by Environmental Management Department upon receipt of documents that meet the requirements outlined. All requirements associated with this condition shall be completed within 180 days of the conclusion of the site as a temporary parking lot use.

Ms. Bell advised that the Planning Commission recommended approval, subject to staff's outlined conditions Ms. Bell provided various maps outlining the location, topography, surrounding zoning, environmental elements, and an aerial depiction of the property.

Mr. Lindsey stated in response to comments that this request would help alleviate traffic. The location of the property was ideal and provided additional parking for the workers, allowing them to easily be bused for the short distance on site. He also noted that this was better alternative use of the property than other permitted uses outlined in the Comprehensive Plan. Mr. Lindsey agreed to the outlined conditions. And asked that the construction of a 6ft. to 8ft. privacy fence immediately to the east of the property, along properties at 150, 155, and 160 Woodstream Point be added as a condition to the rezoning request.

**Ben Loggins of Fayetteville** stated that this rezoning would add vehicles onto Highway 54 increasing traffic.

Vice Chairman Gibbons moved to approve Petition 1375-26-B, William Jerry Cleveland, Owner; Ace Group Holdings Corp., Applicant; Rick Lindsey, Atty., Agent. Applicant is requesting to rezone Parcel No. 0704 004 (2.81 acres) from M-H-P (Manufactured Home Park) to O-I (Office-Institutional); property located in Land Lots 26 of the 7th District and fronts Highway 54 West, with outlined and added conditions. Commissioner Maxwell seconded. The motion passed 5-0.

5. **Consideration of Petition 1376-26, Ace Group Holdings Crop, Owner; US Management Association, LLC, Applicant; Rick Lindsey, Atty, Agent. Applicant is requesting to rezone 13.32 acres from M-H-P (Manufactured**

**Home Park) to O-I (Office-Institutional); property located in Land Lot 26 of the 7th District and fronts Highway 54 West.**

Ms. Bell stated that this was a request to rezone 13.32 acres from M-H-P to O-I. The applicant was proposing this rezoning with the intent of operating a parking center for the vehicles driven by the construction workers and other personnel working at the data center. Upon completion of the data center, the property will be developed for an office site. He noted that as defined in the Fayette County Comprehensive Plan's Future Land Use Plan, Commercial was designated for this area. The area was also within the Sec. 110-142. – O-I (h) State Route 54 West Special Development District, so the request for O-I zoning district was consistent with the Comprehensive Plan. Ms. Bell advised that staff recommended approval subject to the following four conditions:

1. A demolition permit from Department of Building Safety be obtained for all existing structures, including the proper abandonment of all wells, on parcel 0704 004 (aka 1472 Highway 54) and be removed from the property within 180 days or prior to the submittal of a minor final plat, whichever comes first.
2. Parcels 0704 002, 0704 004, and 0704 052 shall be combined by a recorded final plat within 180 days of the approval of the petition or prior to the submittal of a nonresidential site plan, whichever comes first.
3. Article VII Watershed Protection shall apply to the property after rezoning.
4. The owner shall provide Fayette County an easement for a multi-use path that shall consist of a 20- foot permanent construction, maintenance, and use easement. This easement should be along SR 54 within the Highway 54 overlay setback. The locations shall be established by the owner on the site plan and defined by a written legal description. The easements, with legal description and map from site plan, shall be recorded by Environmental Management Department upon receipt of documents that meet the requirements outlined. All requirements associated with this condition shall be completed within 180 days of the conclusion of the site as a temporary parking lot use.

Ms. Bell advised that the Planning Commission recommended approval, subject to staff's outlined conditions. Ms. Bell provided various maps outlining the location, topography, surrounding zoning, environmental elements, and an aerial depiction of the property.

Mr. Lindsey agreed to the outlined conditions. And asked that the construction of a 6ft. to 8ft. privacy fence immediately to the east of the property, along properties at 150, 155, and 160 Woodstream Point be added as a condition to the rezoning request.

Ben Loggins of Fayetteville expressed his concern about environmental issues regarding maintenance of the lakes and stormwater runoff in case of flooding.

Vice Chairman Gibbons moved to approve Petition 1376-26, Ace Group Holdings Crop, Owner; US Management Association, LLC, Applicant; Rick Lindsey, Atty, Agent. Applicant is requesting to rezone 13.32 acres from M-H-P (Manufactured Home Park) to O-I (Office-Institutional); property located in Land Lot 26 of the 7th District and fronts Highway 54 West, with outlined conditions. Commissioner Maxwell seconded. The motion passed 5-0.

6. **Consideration of Petition 1377-26, Salim V. Popatiya & Shaheen Dhanani and Nadir Tejani & Laila S. Tejani, Owners. Applicants are requesting to rezone Parcel 0716 038 (7.957 acres) from A-R (Agricultural-Residential) to R-85(Single -Family Residential); property located in Land Lot 33 of the 7th District and fronts Quarters Road and Ebenezer Road.**

Ms. Bell stated that this request was to rezone Parcel 0716 038 (7.957 acres) from A-R to R-85. The lot was a legal lot of record. It will be approximately 7.957 acres following the dedication of right-of-way along Quarters Rd. The Future Land Use Map designated this area as Rural Residential-3, which has a 3-acre minimum parcel size. The request to rezone to R-85 was consistent with the Future Land Use Map and the Comprehensive Plan. Ms. Bell stated that staff recommended approval subject to the following conditions:

1. The owner /developer shall dedicate land to Fayette County as needed to provide a minimum of 50-ft of right of way as measured from the existing centerline of Ebenezer Road within 90 days of pg. 2 1377-26 this rezoning request.
2. The owner /developer shall dedicate land to Fayette County as needed to provide a minimum of 30-ft of right of way as measured from the existing centerline of Quarters Road within 90 days of this rezoning request. Environmental Management Department will approve the required warranty/quitclaim deeds prior to Final Plat of the property.

Ms. Bell stated that the Planning Commission recommended approval. Ms. Bell provided various maps outlining the location, topography, surrounding zoning, environmental elements, and an aerial depiction of the property. She stated that the applicant did acknowledge and agreed to the dedication of right-of-way along both Ebenezer Road and Quarters Road.

Mr. Randy Boyd stated that this request was to rezone Parcel 0716 038 (7.957 acres) from A-R to R-85. The lot was a legal lot of record. It will be approximately 7.957 acres following the dedication of right-of-way along Quarters Rd. He noted that the Future Land Use Map designated this area as Rural Residential-3, which has a 3-acre minimum parcel size. The request to rezone to R-85 was consistent with the Future Land Use Map and the Comprehensive Plan. Mr. Boyd state that his client agreed to the outlined conditions and asked for the Board's favorable approval of the rezoning request.

No one spoke in favor or opposition.

Vice Chairman Gibbons moved to approve Petition 1377-26, Salim V. Popatiya & Shaheen Dhanani and Nadir Tejani & Laila S. Tejani, Owners. Applicants are requesting to rezone Parcel 0716 038 (7.957 acres) from A-R (Agricultural-Residential) to R-85(Single -Family Residential); property located in Land Lot 33 of the 7th District and fronts Quarters Road and Ebenezer Road. Commissioner Oddo seconded. The motion passed 5-0.

The meeting recessed at 6:28 p.m.

The meeting reconvened at 6:39 p.m.

7. **Consideration of Petition 1378-26-A, Suren Nandlal, Owner. Applicant is requesting to rezone Parcel No. 0544 107 (5.23 acres) from A-R (Agricultural-Residential) and R-20 (Single-Family Residential) to M-1 (Light Industrial District); property located in Land Lot 219 of the 5th District and fronts Longview Road.**

Ms. Bell stated that items number 7-10 were part of the same rezoning petition and advised that the applicant would be withdrawing these items.

Jimmy Pace expressed his frustration and advised that there had been challenges on how to proceed with this request. He noted that he felt having to withdraw the entire application was inappropriate, because it would start another timetable. He stated that he would rather request that the items be tabled.

Mr. Stough advised that any discussion of the facts regarding the matter would be proceeding with the public hearing.

Mr. Pace reiterated his request to table these items.

Commissioner Rousseau asked if his request was appropriate.

Mr. Stough stated that if the Board wished to table it was permissible, but it needed to be the entire application (including all four petitions).

Vice Chairman Gibbons moved to table this item to the May 28, 2026 Board of Commissioner meeting. The motion passed 5-0.

8. **Consideration of Petition 1378-26-B, Suren Nandlal, Owner. Applicant is requesting to rezone Parcel No. 0544 129 (7.06 acres) from A-R (Agricultural-Residential) and R-20 (Single-Family Residential) to M-1 (Light Industrial District); property located in Land Lot 219 of the 5th District and fronts Longview Road.**

Vice Chairman Gibbons moved to table this item to the May 28, 2026 Board of Commissioner meeting. The motion passed 5-0.

9. **Consideration of Petition 1378-26-C, Suren Nandlal, Owner. Applicant is requesting to rezone Parcel No. 0544 008A (0.98 acres) from R-20 (Single-Family Residential) to M-1 (Light Industrial District); property located in Land Lot 219 of the 5th District and fronts Longview Road.**

Vice Chairman Gibbons moved to table this item to the May 28, 2026 Board of Commissioner meeting. The motion passed 5-0.

10. **Consideration of Petition 1378-26-D, Suren Nandlal, Owner. Applicant is requesting to rezone Parcel No. 0544 032 (0.98 acres) from R-20 (Single-Family Residential) to M-1 (Light Industrial District); property located in Land Lot 219 of the 5th District and fronts Longview Road.**

Vice Chairman Gibbons moved to table this item to the May 28, 2026 Board of Commissioner meeting. The motion passed 5-0.

Ms. Bell stated that items number 11 and 12 were part of the same project and would be discussed together but would require a separate vote for each

11. **Consideration of Petition 1379-26-A, Allegiance Homes, LLC, Owner. Applicant is requesting to rezone 10.234 acres from Parcel No. 0503 053, A-R (Agricultural-Residential) to R-75 (Single-Family); property located in Land Lot 6 of the 5th District and fronts Harp Road.**

Ms. Bell stated that this item was to request to rezone 10.234 acres from Parcel No. 0503 053, A-R to R-75 property located in Land Lot 6 of the 5th District and fronts Harp Road. The lot was a legal lot of record and met or exceeded all dimensional requirements for the R-75 zoning district. As defined in the Fayette County Comprehensive Plan's Future Land Use Plan, Rural Residential - 2 is designated for this area, so the request for R-75 zoning district is appropriate. Ms. Bell stated that staff recommended approval subject to the following conditions:

1. The owner /developer shall dedicate land to Fayette County as needed to provide a minimum of 50-ft of right of way as measured from the existing centerline of Harp Road within 90 days of this rezoning request.

Ms. Bell stated that the Planning Commission recommended approval subject to staff's outlined conditions. Ms. Bell provided various maps outlining the location, topography, surrounding zoning, environmental elements, and an aerial depiction of the property.

The applicant was not present at the Board meeting.

No one spoke in favor or opposition.

Vice Chairman moved to approved Petition 1379-26-A, Allegiance Homes, LLC, Owner. Applicant is requesting to rezone 10.234 acres from Parcel No. 0503 053, A-R (Agricultural-Residential) to R-75 (Single-Family); property located in Land Lot 6 of the 5th District and fronts Harp Road, with outlined conditions. Commissioner Maxwell seconded.

Chairman Hearn expressed his concerns related to the width dimensions of the proposed lots.

Ms. Bell acknowledged that it did meet the width requirement for the R-75 zoning.

Vice Chairman moved to approved Petition 1379-26-A, Allegiance Homes, LLC, Owner. Applicant is requesting to rezone 10.234 acres from Parcel No. 0503 053, A-R (Agricultural-Residential) to R-75 (Single-Family); property located in Land Lot 6 of the 5th District and fronts Harp Road, with outlined conditions. Commissioner Maxwell seconded. The motion passed 5-0.

**12. Consideration of Petition 1379-26-B, Allegiance Homes, LLC, Owner. Applicant is requesting to rezone 10.143 acres - Parcel No. 0503 051, A-R (Agricultural-Residential) to R-75 (Single-Family); property located in Land Lot 6 of the 5th District and fronts Harp Road.**

Ms. Bell stated that this item was to request to rezone 10.143 acres from Parcel No. 0503 051, A-R to R-75 property located in Land Lot 6 of the 5th District and fronts Harp Road. The lot was a legal lot of record and met or exceeded all dimensional requirements for the R-75 zoning district. As defined in the Fayette County Comprehensive Plan's Future Land Use Plan, Rural Residential - 2 is designated for this area, so the request for R-75 zoning district is appropriate. Ms. Bell stated that staff recommended approval subject to the following conditions:

1. The owner /developer shall dedicate land to Fayette County as needed to provide a minimum of 50-ft of right of way as measured from the existing centerline of Harp Road within 90 days of this rezoning request.

Ms. Bell stated that the Planning Commission recommended approval subject to staff's outlined conditions. Ms. Bell provided various maps outlining the location, topography, surrounding zoning, environmental elements, and an aerial depiction of the property.

The applicant was not present at the Board meeting.

No one spoke in favor or opposition.

Vice Chairman Gibbons moved to approve Petition 1379-26-B, Allegiance Homes, LLC, Owner. Applicant is requesting to rezone 10.143 acres - Parcel No. 0503 051, A-R (Agricultural-Residential) to R-75 (Single-Family); property located in Land Lot 6 of the 5th District and fronts Harp Road. Commissioner Maxwell seconded. The motion passed 5-0.

**PUBLIC COMMENT:**

**CONSENT AGENDA:**

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

13. **Approval to declare eleven vehicles unserviceable and to authorize the sale of the listed assets on-line through Auctions International with all proceeds returned to the vehicle replacement fund.**
14. **Approval of a recommendation from the Selection Committee, comprised of Commissioners Lee Hearn and Eric Maxwell to nominate Lavonia Stepherson, Therol R. Brown, and Boris Thomas to the Fayette County Hospital Authority for consideration of appointment to serve a term beginning June 1, 2025 and expires May 31, 2028.**

15. **Approval of a recommendation from the Selection Committee, comprised of Commissioners Lee Hearn and Eric Maxwell to nominate Shikina Wills, Lindsey Cofer, and Robert D. Burcher, Jr to the Fayette County Hospital Authority for consideration of appointment to serve a term beginning June 1, 2025 and expires May 31, 2028.**
16. **Approval of a recommendation from the Selection Committee, comprised of Commissioners Lee Hearn and Eric Maxwell to nominate James Sandwich, MD, Dayna Smith, MD and Shaneka McClarty, Dr. to the Fayette County Hospital Authority for consideration of appointment to serve a term beginning June 1, 2025 and expires May 31, 2028.**
17. **Approval of the April 9, 2026, Board of Commissioners Meeting Minutes.**

**OLD BUSINESS:**

18. **Request to withdraw the recommendation from the Water Committee to close Lake McIntosh Park on June 5 - 7, 2026 for the Collegiate Paddlesports Association National Championships. This item was tabled at the April 9, 2026 Board of Commissioners meeting.**

Vice Chairman Gibbons moved to approve request to withdraw the recommendation from the Water Committee to close Lake McIntosh Park on June 5 - 7, 2026 for the Collegiate Paddlesports Association National Championships. This item was tabled at the April 9, 2026 Board of Commissioners meeting. Commissioner Oddo seconded. The motion passed 5-0.

**NEW BUSINESS:**

19. **Request to approve an Intergovernmental Agreement between the City of Fayetteville and Fayette County for the construction of a new path to connect the existing Patriot Park walking path to the new pedestrian crosswalk on Old Senoia Road to the Multi-Use Recreation Center project.**

Project Consultant Tim Symonds stated that this item was seeking Board approval of an Intergovernmental Agreement between the City of Fayetteville and Fayette County for the construction of a new path to connect the existing Patriot Park walking path to the new pedestrian crosswalk on Old Senoia Road to the Multi-Use Recreation Center project. Mr. Symonds stated that the agreement had already been executed by the City of Fayetteville.

Vice Chairman Gibbons moved to approve Intergovernmental Agreement between the City of Fayetteville and Fayette County for the construction of a new path to connect the existing Patriot Park walking path to the new pedestrian crosswalk on Old Senoia Road to the Multi-Use Recreation Center project. Commissioner Oddo seconded.

Commissioner Maxwell asked if there was not already a walkway there now.

Mr. Symonds stated that there was one further down closer to Redwine Road. This request would align the new crosswalk and sidewalk for the Multi-Use Recreation Center project. He noted that there would now be two crossing points on Old Senia Road, this one was closer to the back side of the Multi-Use Recreation Center. Mr. Symonds stated that the cost of the project was included in the Multi-Use Recreation Center project and the City of Fayetteville would be responsible for maintenance.

Vice Chairman Gibbons moved to approve Intergovernmental Agreement between the City of Fayetteville and Fayette County for the construction of a new path to connect the existing Patriot Park walking path to the new pedestrian crosswalk on Old Senoia Road to the Multi-Use Recreation Center project. Commissioner Oddo seconded. The motion passed 5-0.

**20. Request to award Contract #26050-B; Fayette Senior Center Addition and Renovation project to K Team Engineering & Construction in the amount of \$868,688.00.**

Mr. Symonds stated that this was a request to award Contract #26050-B; Fayette Senior Center Addition and Renovation project to K Team Engineering & Construction in the amount of \$868,688.00. He noted that an Invitation to Bid (ITB) was issued by the County Purchasing Department and eight qualifying bids were received. The lowest bid was checked for completeness and accuracy. The references of the lowest bidder were checked and favorable feedback was received.

Vice Chairman Gibbons moved to award Contract #26050-B; Fayette Senior Center Addition and Renovation project to K Team Engineering & Construction in the amount of \$868,688.00. Commissioner Oddo seconded.

Commissioner Rousseau asked that the vendor performance information be included in the package for review.

Commissioner Maxwell stated that he would like to see more information and project details considering the cost of the project.

Dan Gibbs Director of Fayette Senior services stated that at the Commissioners Retreat he provided concept plans of what this project would entail. From there they hired an architectural firm to develop drawings. The project would consist of alterations and expansion to the existing kitchen and associated areas and a multi-purpose addition which will adjoin the existing dining area. This project would expand the kitchen and food delivery services (Meals on Wheels) by adding a new dry storage area, a new freezer and cooler which will free up space for an enhanced food delivery service. The addition out on to the patio would create two multi-purpose rooms and additional storage.

Commissioner Maxwell reiterated that when reviewing the package, he would like to see more project details, especially when making a decision at this price point.

Chairman Hearn noted that with prices coming in so close he felt they had comprised a good set of plans and specs.

Vice Chairman Gibbons moved to award Contract #26050-B; Fayette Senior Center Addition and Renovation project to K Team Engineering & Construction in the amount of \$868,688.00. Commissioner Oddo seconded. The motion passed 5-0.

**21. Request to award Contract #26053-Q to Practical Design Partners (PDP) for engineering and design services of the Sandy Creek Road and Eastin Road Intersection Improvement (GDOT PI 0021206, County SPLOST #1-2, and ARC # FA-280) and approval of Task Order 1 for a Not to Exceed (NTE) amount of \$506,918.62.**

Public Works Director Phil Mallon stated that this request was seeking Board approval to award Contract #26053-Q to Practical Design Partners (PDP) for engineering and design services of the Sandy Creek Road and Eastin Road Intersection Improvement (GDOT PI 0021206, County SPLOST #1-2, and ARC # FA-280) and approval of Task Order 1 for a Not to Exceed (NTE) amount of \$506,918.62.

Vice Chairman Gibbons moved to award Contract #26053-Q to Practical Design Partners (PDP) for engineering and design services of the Sandy Creek Road and Eastin Road Intersection Improvement (GDOT PI 0021206, County SPLOST #1-2, and ARC # FA-280) and approval of Task Order 1 for a Not to Exceed (NTE) amount of \$506,918.62. Commissioner Oddo seconded. The motion passed 5-0.

**22. Request to approve RFP #26075-P Lease of County Property – 211 First Manassas Mile Road to Complete Resource Management (CRM).**

Roads Director Steve Hoffman stated that this item was requesting approval of RFP #26075-P Lease of County Property – 211 First Manassas Mile Road to Complete Resource Management (CRM). He stated that this would be for use of recycled material wood mulch materials along with recycled cardboard.

Vice Chairman Gibbons asked the wood/mulch would be accessible to the public.

Mr. Hoffman stated no, this would be a private company that would be leasing the land. He noted that there would still be green waste [mulch] available to citizens at the current location on McDonagh Road for free.

Vice Chairman Gibbons moved to approve RFP #26075-P Lease of County Property – 211 First Manassas Mile Road to Complete Resource Management (CRM). Commissioner Oddo seconded. The motion passed 5-0.

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

#### **Hot Projects**

Assistant County Administrator Jason Tinsley stated that an email was provided to the Board with the Hot Projects report updates.

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

### **COMMISSIONERS' REPORTS:**

Commissioner Maxwell extended his congratulations to Commissioner Rousseau on his reelection noting he had not had the opportunity to run unopposed, yet. He stated that he looked forward to working with him.

### **EXECUTIVE SESSION:**

### **ADJOURNMENT:**

Vice Chairman Gibbons moved to adjourn the April 21, 2026, Board of Commissioners meeting. Commissioner Oddo seconded. The motion passed 5-0.

The April 21, 2026, Board of Commissioners meeting adjourned at 6:47 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 14<sup>th</sup> day of May 2026. Attachments are available upon request at the County Clerk's Office.

\_\_\_\_\_  
 Marlena Edwards, Chief Deputy County Clerk

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Request to accept a \$1,000,000 federal-aid grant for the Preliminary Engineering (PE) phase of the Kenwood Road Path Project (R-6) and approval of the corresponding Project Framework Agreement (PFA) with Georgia Department of Transportation (GDOT) (PI 0021592).

**Background/History/Details:**

On February 27, 2025, the Board authorized staff to submit an application to GDOT in response to their open solicitation for Transportation Alternatives (TA) projects. Funds for the Preliminary Engineering (PE) phase were authorized by the U.S. Department of Transportation Federal Highway Administration on September 26, 2025.

The PFA is a binding legal agreement between GDOT and the Local Government which establishes the terms and conditions for the grant. Fayette County is responsible for 100% for any costs above the estimated totals. County staff will seek additional grants for the right-of-way and construction phases of the project.

SPLOST Project No. R-6, Kenwood Road Path Project (GDOT PI 0021592)  
Federal Funds for PE phase (80%): \$1,000,000  
Local Share for PE phase (20%): \$250,000  
Total budget for PE phase: \$1,250,000.

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

Acceptance of the \$1,000,000 federal-aid grant for the Preliminary Engineering (PE) phase of the Kenwood Road Path Project (R-6) and approval of the corresponding Project Framework Agreement (PFA) with Georgia Department of Transportation (GDOT) (PI 0021592).

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

Funding for the local match project is available from the 2004 SPLOST Project R-6 Kenwood Road Path Project.

Has this request been considered within the past two years?

If so, when?

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

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

This will require an increase to the expenditure budget to fully encumber the \$1.25M.



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

March 27, 2026

PI No. 0021592, Fayette County  
 Kenwood Road from Ashley Drive to Longview Road

Honorable Chairman Lee Hearn  
 Fayette County  
 140 Stonewall Avenue West  
 Fayetteville, GA 30214  
 Attention: Phillip Mallon, County Engineer

Dear Chairman Lee Hearn:

Attached is the Project Framework Agreement (PFA) detailing Preliminary Engineering commitments for the above referenced project.

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system. An electronic copy of the fully executed agreement will be sent for your project file. As referenced in the PFA, additional Specific Activity Agreements for Right of Way, Utility Relocation, and Construction will be sent at the appropriate time, if required.

If you have any questions about items contained in this agreement, please contact the Project Manager, Felecia Basolo, at 770-263-5945.

Sincerely,

Kimberly W. Nesbitt  
 State Program Delivery Administrator

*AV FB*  
 KWN:CCV:MSL:FAB  
 Attachment(s)

cc: Honorable Doug Stoner, State Transportation Board Member, Congressional District 6  
 Albert V. Shelby III, Director of Program Delivery  
 Tyler Peek, District 3 Engineer  
 Adam Smith, District 3 Preconstruction Engineer  
 Harland Smith, District 3 Planning & Programming Liaison

**PROJECT FRAMEWORK AGREEMENT  
BY AND BETWEEN  
GEORGIA DEPARTMENT OF TRANSPORTATION  
AND  
FAYETTE COUNTY  
FOR  
TRANSPORTATION FACILITY IMPROVEMENTS**

Please indicate which Catalog of Federal Domestic Assistance Number (CFDA) applies to this Agreement (Check only one):

- CFDA # 20.205 - Highway Planning and Construction**
- CFDA # 20.219 - Recreational Trails Program**
- Not Applicable – 100% State Programmed Funds**

This Project Framework Agreement for Transportation Facility Improvements is made and entered into this \_\_\_\_\_ (the “Effective Date”), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and FAYETTE COUNTY, GEORGIA, hereinafter called "SPONSOR" (the “Agreement”). The DEPARTMENT and the SPONSOR may sometimes be referred to individually as the “PARTY” and collectively as the “PARTIES”.

WHEREAS, the SPONSOR has represented to the DEPARTMENT a desire to improve the transportation facility described in Exhibit A, attached and incorporated herein by reference, identified as PI # 0021592 and hereinafter referred to as the "PROJECT"; and

WHEREAS, the SPONSOR has represented to the DEPARTMENT a desire to participate in certain activities, as applicable, including the funding of certain portions of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this Agreement; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another “for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the contracting parties are authorized by law to undertake or provide.” Ga. Constitution Article IX, §III, ¶I(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the SPONSOR hereby agree each with the other as follows:

1. The SPONSOR has applied for and received “Qualification Certification” to administer federal-aid projects. The GDOT Local Administered Project (LAP) Certification Committee has reviewed, confirmed and approved the LAP certification for the SPONSOR (current expiration date: 6/30/2027) to develop federal project(s) within the scope of its certification and pursuant to and in accordance with the DEPARTMENT’S current versions of Local Administered Project Manual, the DEPARTMENT’S Plan Development Process (hereinafter referred to as “PDP”), Electronic Data Guidelines, Plan Presentation Guide, and any other applicable DEPARTMENT guidance.

2. The DEPARTMENT shall participate in the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities, herein referred to as “PE”, as specified in Exhibit A. SPONSOR shall contribute to the PROJECT by funding those PROJECT costs as set out in Exhibit A.

3. The funding portion as identified in Exhibit A of this Agreement only applies to the PE. Further, the SPONSOR may be responsible for repayment of any expended federal funds if the PROJECT does not proceed forward to completion due to a lack of available funding in future PROJECT phases, changes in local priorities, or cancellation of the PROJECT by the SPONSOR without concurrence by the Federal Highway Administration (FHWA).

4. The SPONSOR shall accomplish the PE activities in accordance with and pursuant to the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the DEPARTMENT's Standard Specifications Construction of Transportation Systems, and all applicable design guidelines and policies of the DEPARTMENT, in order to, among other goals, produce a cost-effective PROJECT. Failure to follow all applicable guidelines and policies will jeopardize the use of federal funds in some or all categories outlined in this Agreement, and it shall be the responsibility of the SPONSOR to make up the loss of that funding.

5. The primary consultant firm or subconsultants hired by the SPONSOR to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the SPONSOR with a list of prequalified consultant firms in the appropriate area-classes. If there is federal-aid highway program funding participation, the SPONSOR shall comply with all applicable state and federal regulations for the procurement of engineering and design related services including but not limited to 23 C.F.R. Part 172 and the Brooks Architect-Engineers Act of 1972, for any consultant hired to perform work on the PROJECT. If there is no federal-aid highway program funding in the engineering and design related services contract, the contracting agency may procure the services in accordance with its own established policies and procedures which reflect applicable State and local laws. However, in such an event, the costs of consultant service contracts that utilize only State or local funding which were not procured, negotiated, or administered in accordance with applicable Federal laws and regulations would not be eligible to apply toward the non-Federal share of costs for subsequent phases (e.g., construction) of a project funded by the federal aid highway program.

6. The DEPARTMENT will be responsible for all railroad coordination on DEPARTMENT let and/or State Route (On-System) projects; the SPONSOR shall address concerns, comments, and requirements to the satisfaction of the railroad and the DEPARTMENT for the PROJECT. If the SPONSOR will let the PROJECT to construction on off-system routes, the SPONSOR shall be responsible for all railroad coordination and shall address concerns, comments, and requirements to the satisfaction of the railroad and the DEPARTMENT for the PROJECT.

7. The DEPARTMENT reserves the right to review and approve all aspects of the PROJECT provided, however, this review and approval authority does not relieve the SPONSOR of its responsibilities under the terms of this Agreement.

8. The SPONSOR agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer files and printouts, notes, and any other data, materials, and deliverables (for purposes of this Section 8, the "Documents and Data") prepared by or for SPONSOR under the terms of this Agreement shall become the exclusive property of the DEPARTMENT if the PROJECT is being let by the DEPARTMENT. The SPONSOR shall deliver a printed hardcopy with an electronic copy of the Documents and Data to the DEPARTMENT upon request, but no later than the advertisement of the PROJECT for letting. The hardcopy of the Documents and Data shall be organized, indexed, and bound, and the electronic copy shall be delivered in a compatible format as instructed by the DEPARTMENT. In the event the PROJECT is not being let by the DEPARTMENT, the DEPARTMENT shall have the right to use the Documents and Data without restriction or limitation and without compensation to the SPONSOR.

9. The SPONSOR shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, drawings, specifications, and other services furnished by or on behalf of the SPONSOR pursuant to this Agreement. The SPONSOR shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the reports, designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the SPONSOR to address the errors, omissions or deficiencies within 30 days of notification shall cause the SPONSOR to assume all responsibility for construction delays and supplemental agreements caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The SPONSOR shall also be responsible for any claim, damage, loss or expense, to the extent allowed by law that is attributable to errors,

omissions, or negligent acts related to the designs, drawings, specifications, and other services furnished by or on behalf of the SPONSOR pursuant to this Agreement.

10. INSURANCE. The SPONSOR shall provide insurance under this Agreement as follows:

a. It is understood that the SPONSOR (*select the applicable statement*):

shall obtain coverage from SPONSOR's private insurance company or cause SPONSOR's consultant/contractor to obtain coverage

OR

is self-insured.

Prior to beginning the work, the SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Section 10 of the Agreement.

b. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A- by A. M. Best's and registered to do business in the State of Georgia:

i. Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.

ii. Professional Liability (Errors and Omissions) Insurance with limits of at least:

- a) For Professionals – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- b) For Sub-consultant Engineers and Architects – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- c) For Other Consultants – \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
- d) Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECT.

iii. Workmen's Compensation Insurance, in accordance with the laws of the State of Georgia.

c. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement.

d. The insurance certificate must provide the following:

- i. Name, address, signature and telephone number of authorized agents.
- ii. Name and address of insured.
- iii. Name of Insurance Company.
- iv. Description of coverage in standard terminology.
- v. Policy number, policy period and limits of liability.
- vi. Name and address of DEPARTMENT as certificate holder.
- vii. Thirty (30) day notice of cancellation.
- viii. Details of any special policy exclusions.

- e. Waiver of Subrogation. There is no waiver of subrogation rights by either PARTY with respect to insurance.
- f. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the “Funds”), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

11. Compensation; Invoicing and Payment.

- a. It is understood and agreed that the total estimated PE cost for the PROJECT is One Million Two Hundred Fifty Thousand Dollars and Zero Cents (\$1,250,000.00).
- b. It is agreed that the total maximum reimbursable amount the DEPARTMENT will pay is One Million Dollars and Zero Cents (\$1,000,000.00). The DEPARTMENT will reimburse at eighty percent (80%) up to the total maximum reimbursable amount, which is the DEPARTMENT'S maximum obligation.
- c. The SPONSOR shall be responsible for all amounts in excess of the total maximum reimbursable amount.
- d. The SPONSOR should submit invoices to the DEPARTMENT on a monthly basis to include a report on what was accomplished during the month, anticipated work to be done during the next month and any problems encountered or anticipated. Upon approval of each submitted invoice, the DEPARTMENT shall make payment to the SPONSOR as the work progresses, but not more often than once a month, until the work is completed, or the DEPARTMENT has met its total maximum obligation set forth in this Section 11.

12. EXHIBITS, ATTACHMENTS & APPENDICES. The Parties acknowledge that the following Exhibits and Attachments to this Agreement are hereby incorporated into and made a part of this Agreement as though expressly written herein:

EXHIBIT A – Project Financial Report (PFR)

APPENDIX A – Georgia Security and Immigration Compliance Act Affidavit

APPENDIX B – Sexual Harassment Prevention Policy Compliance

APPENDIX C – Certification of FAYETTE COUNTY Drug Free Workplace

APPENDIX D – Certification of Compliances

APPENDIX E – Title VI Certification and Acknowledgement Form

APPENDIX F – Certificate of Compliance with Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation

APPENDIX G – Reserved

13. COMPLIANCE WITH APPLICABLE LAWS

a. The undersigned, on behalf of SPONSOR, certifies that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated (“O.C.G.A.”) relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.

b. The provisions of O.C.G.A. § 50-24-1 through 50-24-6 relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Appendix C of this Agreement.

c. SPONSOR has read and understands the regulations for State Audit Requirement as stated in Appendix D of this Agreement ("Certification of Compliances") and will comply in full with said provisions of O.C.G.A. § 36-81-7.

d. By execution of this Agreement, the undersigned certifies on behalf of the SPONSOR under penalty of law that the SPONSOR is in compliance with the service delivery strategy law (O.C.G.A. Sections 36-70-20 *et seq.*) as stated in Appendix D and is not debarred from receiving financial assistance from the State of Georgia.

e. SPONSOR hereby agrees that it shall comply, and shall require its subcontractors to comply, with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et seq.* and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

f. Pursuant to O.C.G.A. § 13-10-91, SPONSOR and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA"), as stated in Appendix A of this Agreement ("Georgia Security and Immigration Compliance Act Affidavit").

g. SPONSOR hereby agrees that neither it nor its subcontractors shall discriminate on the basis of age, race, color, sex, national origin, religion or disability and that it and its subcontractors shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. § 34-1-2 *et seq.*); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. § 34-6A-1 *et seq.*); and the Sex Discrimination in Employment (O.C.G.A. § 34-5-1 *et seq.*). SPONSOR further agrees that it and its subcontractors will comply with any and all state and federal laws not specifically stated herein addressing discrimination to the extent that such is applicable.

h. The SPONSOR acknowledges and agrees that it shall require its contractors and subcontractors to comply with the State of Georgia's Sexual Harassment Prevention Policy, as stated in Appendix B of this Agreement.

i. The SPONSOR acknowledges and agrees that it is, and shall at all times be, in compliance with O.C.G.A. § 50-36-4(b), O.C.G.A. § 35-1-17 *et seq.*, and O.C.G.A. § 36-80-23(b) relating to "Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation" as stated in Appendix F of this Agreement.

j. SPONSOR acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement.

14. NOTICE. The telephone numbers, contact persons, and mailing addresses listed below for the DEPARTMENT's and the SPONSOR's representatives may be changed during the term of this Agreement by written notification to the other PARTY. Notices given pursuant to this Agreement shall be in writing and shall be to the DEPARTMENT or SPONSOR by delivering them in person, via email, or by depositing it in the U.S. mail postage prepaid, addressed to the parties as follows:

DEPARTMENT  
Name: Kimberly W. Nesbitt  
Title: State Program Delivery Administrator  
600 West Peachtree Street, NW,  
25th Floor

SPONSOR  
Name: Phillip Mallon  
Title: County Engineer  
140 Stonewall Avenue West  
Fayetteville, GA 30214

Atlanta, Georgia 30308  
 Telephone#:(404) 631-1575  
 E-mail: [knesbitt@dot.ga.gov](mailto:knesbitt@dot.ga.gov)

Telephone#:(770)-320-6010  
 Email: [pmallon@fayettecountyga.gov](mailto:pmallon@fayettecountyga.gov)

In the event that any of the above identified individuals are no longer serving at their identified position, any notices, requests, demands and other communications shall be sent to the current individual in the position. If any of the above identified positions no longer exist, any notices, requests, demands and other communications shall be sent to an equivalent position within the PARTY, as identified by the PARTY.

15. COST ESTIMATE. SPONSOR shall provide to GDOT for its review a preliminary Right of Way (ROW) cost estimate. The preliminary ROW cost estimate must be completed by firms or individuals currently approved and on GDOT's prequalified consultant for the C-9 discipline for ROW. To be approved for the C-9 discipline, firms or individuals must comply with and meet the documentation and experience requirements as set forth more fully in <https://www.dot.ga.gov/GDOT/pages/rightofway.aspx>. SPONSOR is advised that the C-9 discipline and all other applicable prequalifications must be current prior to the commencement of this work and throughout the term of the Agreement.

16. MISCELLANEOUS.

a. Amendment. No modification of or amendment to this Agreement will be binding on either PARTY hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both PARTIES and incorporated in and by reference made a part hereof.

b. Governing Law. 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.

c. Continuity. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the PARTIES and the successors and assigns of the PARTIES hereto.

d. No Third Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the PARTIES hereto, any rights or benefits under or by reason of this Agreement.

e. Non-Waiver. No failure of any PARTY to exercise any right or power given to such PARTY under this Agreement, or to insist upon strict compliance by another PARTY with the provisions of this Agreement, and no custom or practice of any PARTY at variance with the terms and conditions of this Agreement, will constitute a waiver of any PARTY 's right to demand exact and strict compliance by the other PARTY with the terms and conditions of this Agreement.

f. Severability. 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.

g. Execution Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

h. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

i. Interpretation. The PARTIES stipulate that for good business reasons, each has determined to negotiate, and each PARTY has had significant voice in the preparation of this Agreement. Should any provision of this Agreement require judicial interpretation, it is agreed that the Court interpreting or construing it shall not construe the Agreement more strictly against either PARTY because it drafted a particular provision, or the provision was for the PARTY's benefit, or the PARTY enjoyed a superior bargaining position.

j. Authority/Signature. The individual signing this Agreement on behalf of each PARTY represents that (s)he has the actual authority to sign this Agreement on behalf of such PARTY, and to bind such PARTY to the terms and conditions of this Agreement.

k. Entire Agreement. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the PARTIES and constitutes the full, complete and entire agreement between the PARTIES with respect hereto. No member, officer, employee or agent of either PARTY has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURES ARE ON THE FOLLOWING PAGE.

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

**GEORGIA DEPARTMENT OF  
TRANSPORTATION**

**FAYETTE COUNTY, GEORGIA**

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Name: Chairman Lee Hearn

This Agreement, approved by FAYETTE COUNTY,  
on \_\_\_\_\_ (date).

Attest:

Attest :

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Name and Title

58-6000826  
Federal Employer Identification Number:

## EXHIBIT A Project Financial Report

### Georgia Department of Transportation Project Financial Report (PFR)

Processed Date: Mar-09-2026 02:57:54 PM

**Project:** 0021592

Description:	KENWOOD ROAD FROM ASHLEY DRIVE TO LONGVIEW ROAD
Project Manager Name:	Basolo, Felecia
Office:	Program Delivery
Counties:	Fayette
Congressional Districts:	006

**Engineer Estimates**

Activity	Original	Current	Change	% Change	Original Cost Est Date	Current Cost Est Date
No Engineered Estimates Data Available						

**Programmed Funds**

Activity	Fund Code	Activity Status	Federal Funding	AC Funding	State Funding	Local Funding	Total Funding
CST	Y300	PRECST	\$2,697,460.80	\$0.00	\$0.00	\$674,365.20	\$0.00
<b>CST Subtotal:</b>			<b>\$2,697,460.80</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$674,365.20</b>	<b>\$3,371,826.00</b>
PE	Y300	PRECST	\$1,000,000.00	\$0.00	\$0.00	\$250,000.00	\$0.00
<b>PE Subtotal:</b>			<b>\$1,000,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$250,000.00</b>	<b>\$1,250,000.00</b>
ROW	Y300	PRECST	\$684,000.00	\$0.00	\$0.00	\$171,000.00	\$0.00
<b>ROW Subtotal:</b>			<b>\$684,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$171,000.00</b>	<b>\$855,000.00</b>
UTL	Y300	PRECST	\$400,000.00	\$0.00	\$0.00	\$100,000.00	\$0.00
<b>UTL Subtotal:</b>			<b>\$400,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$100,000.00</b>	<b>\$500,000.00</b>
<b>TOTALS:</b>			<b>\$4,781,460.80</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,195,365.20</b>	<b>\$5,976,826.00</b>

**Project Accounting**

**THIS REFLECTS THE CURRENT TIP/STIP OR PE COST ESTIMATE BREAKDOWN AS OF THE EXECUTION OF THIS PFA. ANY MODIFICATION TO THE PE PHASES WILL TRIGGER A SUPPLEMENTAL PFA. ANY MODIFICATIONS TO THE ROW, UTL or CST PHASES WILL BE ADDRESSED WITH SUBSEQUENT AGREEMENTS.**



**APPENDIX A  
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

<b>P.I.# and Project Description:</b>	PI 0021592 and Kenwood Road from Ashley Drive to Longview Road
<b>Sponsor Name:</b>	Fayette County
<b>Sponsor Address:</b>	140 Stonewall Avenue West, Fayetteville, GA 30214

**SPONSOR AFFIDAVIT**

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

Furthermore, the undersigned person or entity will continue to use the federal work authorization program throughout the contract period and the undersigned person or entity will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10- 91(b). The undersigned person or entity hereby attests that its federal work authorization user identification number and date of authorization are as follows:

47566  
Federal Work Authorization User Identification Number  
(EEV/E-Verify Company Identification Number)

7/17/2007  
Date of Authorization

Fayette County  
Name of Sponsor

**I hereby declare under penalty of perjury that the foregoing is true and correct**

Lee Hearn  
Printed Name (of Authorized Officer or Agent)

County Chairman  
Title (of Authorized Officer or Agent)

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

\_\_\_\_\_  
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

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

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

[NOTARY SEAL]

## APPENDIX B

### SEXUAL HARASSMENT PREVENTION POLICY COMPLIANCE

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

A. If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

- a. Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <https://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/Statewide-Sexual-Harassment-Prevention-Policy>;
- b. Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <https://doas.ga.gov/human-resources-administration/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
- c. Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.

B. If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

- a. Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <https://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issuedstatewide-policies/sexual-harassment-prevention-policy>;
- b. Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <https://doas.ga.gov/human-resources-administration/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

C. Upon request of the State of the Georgia Department of Transportation, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.



**APPENDIX D  
CERTIFICATION OF COMPLIANCES**

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

**I. PROCUREMENT REQUIREMENTS**

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

(a) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically, as to the County the provisions of O.C.G.A. § 32-4-40 et seq. and as to the Municipality the provisions of O.C.G.A. § 32-4-92 et seq.

**II. STATE AUDIT REQUIREMENT**

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the “Requirement of Audits” shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of SPONSOR having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of SPONSOR for each fiscal year of SPONSOR.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of SPONSOR. Those units of SPONSOR not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

**III. SERVICE DELIVERY STRATEGY REQUIREMENT**

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the “Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities”, as amended, has been complied with throughout the contract period.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Name: Phillip Mallon

Title: County Engineer

**APPENDIX E**  
**TITLE VI INTRODUCTION**

As a sub-recipient of federal funds from Georgia Department of Transportation, all municipalities are required to comply with Title VI of the Civil Rights Act of 1964 which provides that:

"No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance under This title or carried out under this title."

Additionally, the Civil Rights Restoration Act of 1987, expanded the definition of the terms "programs and activities" to include all programs or activities of federal recipients, subrecipients, and contractors, whether or not such programs and activities are federally assisted.

The provisions of Title VI apply to all contractors, subcontractors, consultants and suppliers. And is a condition for receiving federal funds. All sub recipients must sign Title VI assurances that they will not discriminate as stated in Title VI of the Civil Rights Act of 1964.

In the event that the sub recipient distributes federal aid funds to second tier entity, the subrecipient shall include Title VI language in all written documents and will monitor for compliance. If, these assurances are not signed, the City or County government may be subjected to the loss of federal assistance.

All sub recipients that receive federal assistance must also include Federal Highways Administrations 1273 in their contracts. The FHWA 1273 sets out guidance for ensuring non-discrimination and encouraging minority participation and outreach.

Enclosed you will find Title VI acknowledgment form and the Title VI assurances. The Title VI acknowledgment form and Title VI assurances must be signed by the SPONSOR official if it has not been signed.

**TITLE VI ACKNOWLEDGEMENT FORM**

Fayette County assures that no person shall on the grounds or race, color, national origin or sex as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any City or County sponsored program or activity. Fayette County assures that every effort will be made to ensure non discrimination in all of its programs or activities, whether those programs are federally funded or not.

Assurance of compliance therefore falls under the proper authority of the City Council or the County Board of Commissioners. The Title VI Coordinator or Liaison is authorized to ensure compliance with provisions of this policy and with the Law, including the requirements of 23 Code of Federal Regulations (CFR) 200 and 49 CFR 21.

\_\_\_\_\_  
Chairman Lee Hearn

\_\_\_\_\_  
Date

**Citations:**

Title VI of the Civil Rights Act of 1964; 42 USC 2000d to 2000d-4;42 USC 4601to 4655;23 USC 109(h); 23 USC 324; DOT Order 1050.2; EO 12250; EO 12898; 28CFR 50.3

**Other Nondiscrimination Authorities Expanded the range and scope of Title VI coverage and applicability**

The 1970 Uniform Act (42 USC 4601)  
Section 504 of the 1973 Rehabilitation Act (29 USC 790) The  
1973 Federal-aid Highway Act (23 USC 324)  
The 1975 Age Discrimination Act (42 USC 6101) Implementing  
Regulations (49 CFR 21& 23 CFR 200) Executive Order 12898 on  
Environmental Justice (EJ) Executive Order 13166 on Limited  
English Proficiency (LEP)

**NOTICE TO SPONSOR  
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

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

1. **Compliance with Regulations**  
The SPONSOR shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination**  
The SPONSOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SPONSOR shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment**  
In all solicitations either by competitive bidding or negotiations made by the SPONSOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SPONSOR of the SPONSOR's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.
4. **Information and Reports**  
The SPONSOR 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, orders, and instructions. Where any information required of a sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the SPONSOR shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance**  
In the event of the SPONSOR'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:
  - a. Withholding of payments to the SPONSOR under the contract until the SPONSOR complies;
  - and/or b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions**  
The SPONSOR shall include the provisions of paragraphs (I) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The SPONSOR shall take such action with respect to any subcontractor or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event SPONSOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the SPONSOR may request the State to enter into such litigation to protect the interests of the state and, in addition, the SPONSOR may request the United States to enter into such litigation to protect the interests of the United States.

**APPENDIX F**

**CERTIFICATION OF COMPLIANCE WITH  
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/  
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION**

By executing this document, the undersigned duly authorized representative of the SPONSOR, certifies that the SPONSOR:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts (“GDA&A”) for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a “Sanctuary Policy” in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the SPONSOR shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

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

Phillip Mallon  
Printed Name of Authorized Officer or Agent

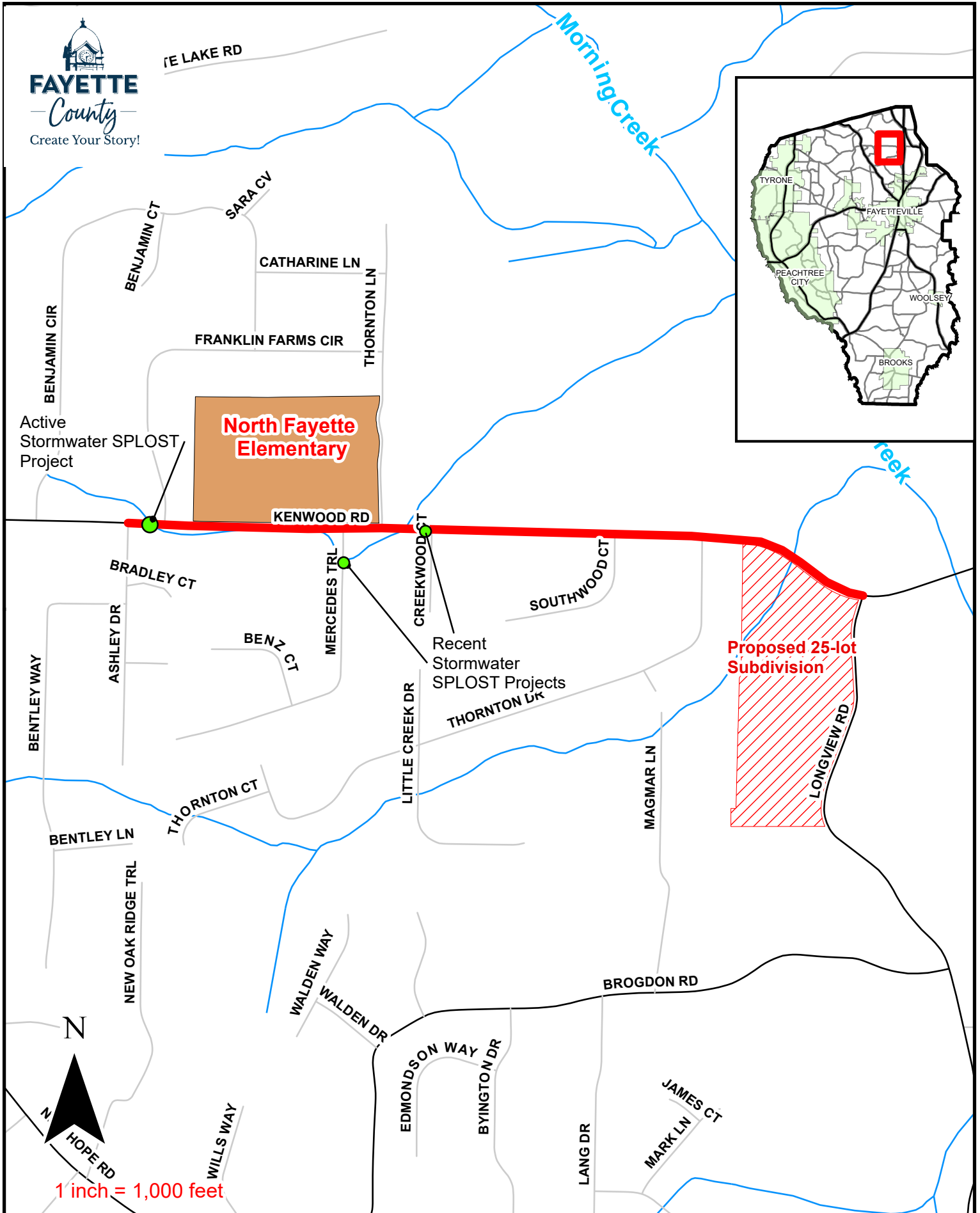
County Engineer  
Title of Authorized Officer or Agent

\_\_\_\_\_  
Date

**APPENDIX G**

**Reserved**

# R-6 Kenwood Road Path Project Concept Map



# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Request to approve Task Order 26-11 for Arcadis (Contract 2378-S: Water System Engineer of Record) to perform permitting, bidding and award, and construction management for the implementation of the chemical system upgrades at Crosstown Water Treatment Plant in the amount of \$246,993.

**Background/History/Details:**

The chemical systems upgrade project originated in FY20. From that time, planning and design have been on-going. Arcadis recently completed the following detailed design for chemical system upgrades at Crosstown WTP:

1. Conversion of chlorine disinfection system from chlorine gas to liquid sodium hypochlorite as a safety improvement.
2. Addition of a water softening process to aid in increasing the stability of the bulk hypochlorite when diluted.
3. Conversion of the fluoride feed system from bagged, powdered sodium silicofluoride to liquid hydrofluosilicic acid for improved safety.
4. Ventilation upgrades to the chemical storage area to prevent any mixing of airborne chemical residues or off-gases.
5. Plumbing upgrades for chemical handling and dosing to meet current plumbing codes.
6. Resurfacing of chemical building roofing to eliminate leaks from rainwater collection on the roof.
7. Demolition of dry fluoride system and chlorine gas system while maintaining continual plant operations.

With design complete and bid documents prepared, this project is ready to go out for competitive bidding.

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

Request for approval of Arcadis Task Order 26-11 in the amount of \$246,993 for permitting, bidding & award, and construction management of the chemical system upgrades implementation project.

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

This is CIP Project # 20WSF. Current available funding is \$1,176,722.

Has this request been considered within the past two years?

If so, when?

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

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval


Administrator's Approval


**Staff Notes:**



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

To: Steve Rapson

Through: Ted L. Burgess 

From: Colette Cobb 

Date: May 14, 2026

Subject: Contract 2378-S: Water System Engineer of Record  
 Task Order 26-11: Crosstown Water Treatment Plant – Chlorine Disinfection and  
 Chemical Upgrades Construction Services

Arcadis U. S., Inc. was awarded Contract 2378-S on February 15, 2024, to serve as the Water System Engineer of Record. The contract award established hourly rates which each task order amount will be based on. The contract was renewed for an additional year.

The task order will provide permitting, bidding, award and construction management services for the implementation of the chemical system upgrades at Crosstown WTP.

Specifics of the proposed task order are as follows:

<b>Contract Name</b>	2378-S: Water System Engineer of Record	
<b>Contractor</b>	Arcadis U.S., Inc.	
<b>Task Order 26-11</b>	Crosstown Water Treatment Plant – Chlorine Disinfection and Chemical Upgrades Construction Services	
<b>Not to Exceed Amount</b>	\$246,993.00	
<b>Budget:</b>		
Org Code	50740400	Water System CIP
Object	542540	Water CIP
Project	20WSF	Sodium Hypochlorite Crosstown
Available	\$1,176,722.54	As of 4/14/2026

Place on County Administrator’s Report? Yes No

On Agenda Dated: \_\_\_\_\_

Vanessa Tigert, PG  
Director  
Fayette County Water System  
245 McDonough Road  
Fayetteville, Georgia 30214

Arcadis U.S., Inc.  
2839 Paces Ferry Road SE  
Suite 900  
Atlanta, Georgia 30339  
Phone: 770 431 8666  
[www.arcadis.com](http://www.arcadis.com)

**Date:** April 14, 2026

**Ref:** Contract 1867-P Water System Engineer of Record (Arcadis PN 30099925)

**Subject:** Task Order TO 26-11– Crosstown Water Treatment Plant - Chlorine Disinfection and Chemical Upgrades Construction Services

Dear Ms. Tigert,

The Fayette County Water System (FCWS) has requested Arcadis submit a Task Order (TO) to provide Permitting, Bidding & Award, and Services During Construction (SDC) for the Crosstown Water Treatment Plant (WTP) disinfection and chemical systems upgrades. Arcadis is pleased to provide bidding and proportional construction management services.

### **Background**

Arcadis recently completed the following detailed design for chemical upgrade at Crosstown WTP

1. Converting the disinfection system from chlorine gas to 8% liquid sodium hypochlorite. Two bulk tanks will be located outside and a day tank and feed system inside.
2. New softened water system to dilute the 25% delivered sodium hypochlorite to a more stable 8% sodium hypochlorite solution.
3. Converting the fluoride system from sodium silicofluoride (dry fluoride), to 23% hydrofluosilicic acid (liquid fluoride). A bulk tank will be located outside and day tank and feed system inside.
4. Upgrades to the HVAC system in the chemical storage area to ensure a safe working environment for plant operations.
5. Upgrades to the plumbing system to meet current plumbing code.
6. Resurfacing of chemical building roofing to eliminate leaks from rainwater collection on the roof.
7. Demolition of dry fluoride system and chlorine gas system while maintaining continual plant operations.

### **Scope of Services**

This proposed task order will allow Arcadis to provide Permitting, Bidding & Award and Construction Management Services for the implementation of the chemical system upgrades at Crosstown WTP. Descriptions of individual tasks are provided below.

### **Construction Management Services**

#### **Task 1: Project Management**

Project management will provide oversight and coordination of the execution of the proposed tasks, developing and maintaining project schedule, and tracking budget. The Project Manager will monitor the project scope, schedule, and budget and communicate any changes with the FCWS Project Manager on

a regular basis through phone calls, emails, meetings, and progress reports. The Project Manager will complete monthly invoicing and be responsible for coordinating the various activities that are needed to complete the project. Any major construction decisions will be evaluated through regular project progress meetings and documented as needed. The Project Manager will continue to analyze with the FCWS Project Manager on how the construction activities will impact the project budget.

### **Task 2: Permitting and Bid Support Services**

Prior to starting construction GA EPD will need to be made aware of the chemical upgrades at Crosstown WTP. Arcadis will assist with submitting plans and specifications to GA EPD for their review and approval.

Arcadis will also assist FCWS purchasing department in finalizing the project bid documents, setting the bid schedule, coordinating pre-bid conferences dates, validating bidder references, and award of the project.

### **Task 3: Resident Inspection Services**

Arcadis will perform weekly on-site resident inspection services during construction. The level of effort associated with the on-site resident inspection services is not full-time and based upon the needs during the various stages of construction and as required at specific phases before accepting the Contractor's work. The estimated resident inspection services level of effort over the course of the construction duration will vary based on the phases of construction activities throughout this period. Our inspection services are focused on when significant construction activities will be taking place and will be coordinated with FCWS after the Contractor's proposed construction schedule is received. Arcadis will coordinate any changes to the anticipated resident inspection level of effort, either positive or negative, with the FCWS Director. If additional on-site resident inspection services are required, they will be provided under additional scope of services. The level of effort included in this proposal is an average of:

- 6 hours per week (including driving time) average estimated for the 12-month construction duration.

### **Task 4: Construction Engineering Services**

In addition to providing on-site resident inspection to observe the overall construction progress made by the Contractor, Arcadis will also provide engineering office support services and proportional construction management for the project. The work and level of effort associated with this task are listed below.

**Requests for Information (RFI) and Submittals** – Arcadis will review and respond in writing to RFIs, shop drawings, and construction related submittals generated by the Contractor over the course of the construction period. Arcadis will assist in the technical interpretation of the drawings, specifications, and contract documents, and evaluate requested deviations from the approved design and specifications.

19 RFIs are estimated to be reviewed.

123 Submittals (including re-submittals) and shop drawings are estimated to be reviewed.

**Field Orders and Change Orders** – Arcadis will assist the Contractor with field changes and change

orders that result from potential issues that arise as construction progresses. Assistance will include coordination with the Contractor to obtain pricing information for field changes and change orders. If the required field change results in a modification to the construction price, the Contractor will submit a proposal for Arcadis to prepare a potential change order form and document the proposed work and pricing to be distributed and signed by Arcadis, FCWS, and the Contractor at the time of the change.

Arcadis will provide signed documentation of the change order at the end of the construction project.

- 7 Field Orders / 4 Change Orders are estimated to be processed.

**Site Visits and Construction Progress Meetings** – Arcadis will host and participate in monthly construction progress meetings during the duration of the construction project to receive the Contractor's report on the progress of construction, anticipated problems, and review the schedule of planned work. During these monthly meetings, Arcadis design discipline engineers can be made available to attend to observe construction progress and assist in resolving any outstanding field issues with the Contractor. If issues arise prior to these scheduled monthly construction progress meetings, Arcadis' design discipline engineers will visit the site to coordinate on specific issues with the Contractor that cannot wait for the scheduled meeting. As part of these site visits, Arcadis will also support and coordinate with the Contractor on the start-up services and training for the new equipment being installed as part of the project.

- 10 monthly 1-hr progress meetings are assumed for the scope of work.
- 2 additional meetings (2-hr) for pre-construction kickoff conference and final construction review meeting.
- 23 site visits are estimated that Arcadis' design discipline engineers will conduct over the construction period. Site visits are assumed to be a half day (4 hours) including driving time.

Arcadis will prepare meeting minutes to document the items discussed at each of the monthly construction progress meetings, as well as the pre-construction kickoff conference and the final construction review meeting.

**Record Drawings** –At the end of the construction phase Arcadis will produce one set of record drawings in PDF format. Arcadis will utilize mark-ups from the Contractor to modify the conformed drawings to generate the record drawings. Arcadis will monitor the Contractor's progress on maintaining the record drawings monthly as part of the construction progress meetings.

### **Assumptions**

1. Construction duration for the project is assumed to be 12 months.
2. Arcadis shall not supervise, direct, or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the Contractor, nor for the Contractor's safety precautions or programs in connection with the work. Arcadis will provide both FCWS and the contractor with a copy of our Health and Safety Plan.
3. Arcadis does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.
4. Warranty period assistance is not included in the scope of work. Assistance, including periodic monitoring, responding to operational issues, communications with the Contractor for performance of warranty work, and observation of warranty work where appropriate can

- be provided as an additional service.
- 5. If additional Contract documents are required outside of the scope provided above, additional CM service time may be necessary.
- 6. One bid cycle is assumed. If re-bidding is required additional CM service time may be necessary

**Deliverables**

The following deliverables are included:

- 1. Construction progress meeting minutes
- 2. Construction photos
- 3. Record Drawings

**Schedule**

Arcadis will begin work under this Professional Services Assignment when authorized by the County. The scope of services is based on the following durations after receipt of a Notice to Proceed from FCWS.

Construction Services through Record Drawings – 14 months (1 month for bidding, 12 months of construction and 1 month for record drawings).

**Fee / Project Team**

Compensation for the work in this professional services assignment will be based on a not to- exceed, time and materials fee as shown in the attached fee table. The compensation was determined using the previously agreed upon rates associated with Arcadis’ Engineer of Record contract with the County.

Construction Management	Fee
1. Crosstown WTP Chemical Upgrades SDC	\$246,993

We appreciate the opportunity to submit this proposal for this Task Order. If you have any questions, please do not hesitate to contact me. We look forward to working with you and the FCWS team on this project.

Sincerely,

Michael Diaz, PE, MS  
 AVP / Area Manager  
 Email: Michael.Diaz@Arcadis.com  
 Mobile: (404) 550-3452

CC. Travis Thomas, PE



# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Request to approve Resolution 2026-10 to dispose of a 6.9+/- acre parcel of land located in Land Lots 54 and 56 of the 6th District, through conveyance to the Fayette County Development Authority.

**Background/History/Details:**

This conveyance of property to the Fayette County Development Authority includes a reversionary clause that if the parcel is held, maintained and/or used for purposes other than an aviation related project or if the parcel is ever used, held and/or maintained for the purpose of providing a transportation route from and/or to Coweta County, the County will return \$170,000 (the March 2, 2026 fair market price) to the Development Authority and the parcel would revert back to the County.

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

Approval of Resolution 2026-10 to dispose of a 6.9+/- acre parcel of land located in Land Lots 54 and 56 of the 6th District, through conveyance to the Fayette County Development Authority.

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

Not applicable.

Has this request been considered within the past two years?

If so, when?

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

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

**STATE OF GEORGIA**

**FAYETTE COUNTY**

**RESOLUTION**

**NO. 2026-\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS FOR FAYETTE COUNTY TO DISPOSE OF CERTAIN REAL PROPERTY; TO ADVANCE THE WELFARE OF THE CITIZENS OF FAYETTE COUNTY; AND FOR OTHER PURPOSES.**

**BE IT RESOLVED BY THE BOARD OF COMMISSIONERS FOR FAYETTE COUNTY THAT A 6.9+/- ACRE PARCEL OF LAND LOCATED IN LAND LOTS 54 AND 56 OF THE 6<sup>th</sup> LAND DISTRICT OF FAYETTE COUNTY BE DISPOSED OF THROUGH CONVEYANCE TO THE FAYETTE COUNTY DEVELOPMENT AUTHORITY:**

**WHEREAS**, Fayette County is a political subdivision of the State of Georgia; and

**WHEREAS**, the powers of the government of Fayette County include the power to dispose of real property; and

**WHEREAS**, the powers of the government of Fayette County are to be exercised by the governing authority thereof, the Board of Commissioners; and

**WHEREAS**, Fayette County Development Authority, hereinafter referred to as the "Authority," is interested in the purchase of a certain 6.9+/- acres of real property located in Peachtree City off the East side of TDK Boulevard and joining the southern side of Peachtree City Airport Authority property, in Land Lots 54 and 56 of the of the 6<sup>th</sup> Land District of Fayette County, hereinafter referred to as the "Parcel" and as described in Exhibit "A" attached hereto and hereby incorporated herein; and

**WHEREAS**, the Board of Commissioners for Fayette County has agreed to dispose of the Parcel through transfer to the Authority in exchange for a sum of One-Hundred Ninety-Five Thousand Dollars (\$195,000.00), which is the sum of 1. the March 2, 2026 appraised fair market value of the parcel of one-hundred seventy thousand dollars (\$170,000.00), 2. legal expenses incurred to date in the amount of twenty-two thousand dollars (\$22,000.00), and 3. and appraisal fees in the amount of three thousand dollars (\$3,000.00); and

**WHEREAS** the County desires to retain a reversionary interest in the Parcel if the Parcel is held, maintained and/or utilized for purposes other than an aviation related project or (b) the Parcel is ever utilized, held and/or maintained for the purpose of providing a transportation route from and/or to Coweta County; and

**WHEREAS** should reversion occur prior to the fifth (5th) anniversary of the Execution Date of the Quit Claim Deed, the County has agreed to return the March 2, 2026 appraised Fair Market Value of the property, one-hundred seventy thousand dollars (\$170,000.00) to the Authority; and

**WHEREAS**, it has been determined that the disposal of the Parcel is in the best interest of Fayette County.

**NOW THEREFORE BE IT RESOLVED** by the Board of Commissioners for Fayette County and the same does hereby declare that the Parcel be disposed of through transfer quit claim deed of to the Fayette County Development Authority in exchange for the sum of One-Hundred Ninety Five Thousand Dollars (\$195,000.00) as consideration for the conveyance described in Exhibit A attached hereto; and

**BE IT FURTHER RESOLVED** that this conveyance is made and accepted subject to the conditions that (i) Grantee shall construct an aviation related project on the Parcel, and (ii) the Parcel shall never be utilized, held and/or maintained for the purpose of providing a

transportation route from and/or to Coweta County, a route sometimes referred to as TDK Extension; and

**BE IT FURTHER RESOLVED** that if (a) the Parcel ceases to be held, maintained and utilized solely for the purpose of an aviation related project or (b) the Parcel is ever utilized, held and/or maintained for the purpose of providing a transportation route from and/or to Coweta County then the Parcel shall automatically revert to and vest absolutely in Grantor, its successors or assigns; and

**BE IF FURTHER RESOLVED** that should reversion occur prior to the fifth (5th) anniversary of the Execution Date of the Quit Claim Deed, the County shall return the March 2, 2026 appraised Fair Market Value of the property, one-hundred seventy thousand dollars (\$170,000.00) to the Authority; and

**BE IT FURTHER RESOLVED** that the Chairman for the Board of Commissioners of Fayette County be authorized to execute any and all documents and expend additional, related funds (not to exceed \$5,000) as necessary to complete the County’s disposal of the Parcel.

**SO RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

BOARD OF COMMISSIONERS  
FAYETTE COUNTY

(SEAL)

By: \_\_\_\_\_  
Lee Hearn, Chairman

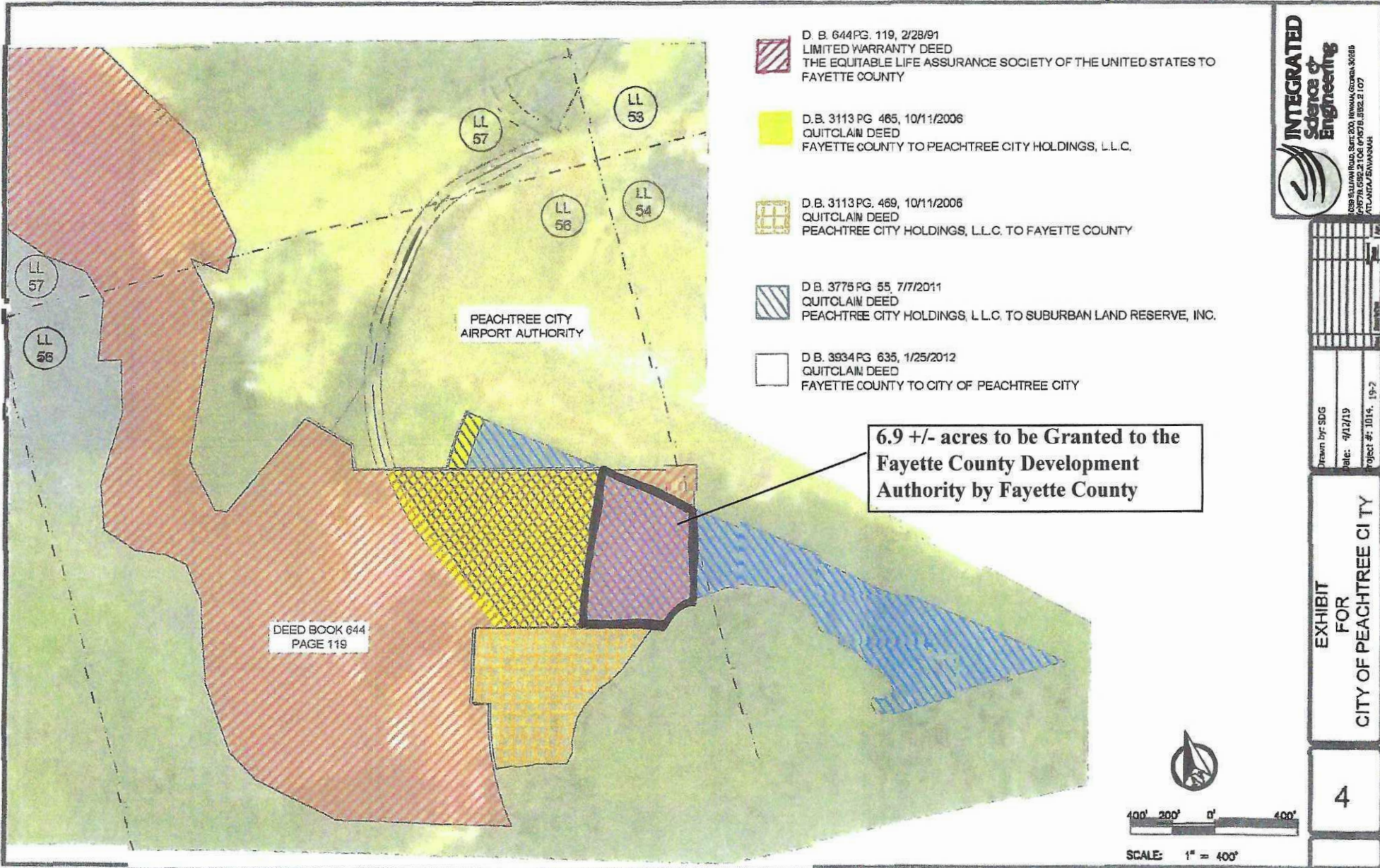
ATTEST:

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

Approved as to form:

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

# EXHIBIT "A" LEGAL DESCRIPTION



**Return Recorded Document to:**  
**E. Allison Ivey Cox**  
**McNally, Fox, Grant & Davenport, P.C.**  
**100 Habersham Drive**  
**Fayetteville, Georgia 30214**

**TAX PARCEL ID**  
**06 15 001**

**QUIT CLAIM DEED**

**STATE OF GEORGIA**  
**COUNTY OF FAYETTE**

**THIS INDENTURE**, made this \_\_\_\_ day of \_\_\_\_\_, 2026 between THE COUNTY OF FAYETTE a political subdivision of the state of Georgia, as party of the first part, hereinafter called GRANTOR, and the FAYETTE COUNTY DEVELOPMENT AUTHORITY, as party of the second part, hereinafter called GRANTEE (the words "GRANTOR" and "GRANTEE" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH that:** GRANTOR, for and in consideration of the sum of **TEN AND 00/100 (\$10.00) DOLLARS** and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, alienated, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said GRANTEE the following:

ALL that tract or parcel of land lying and being in Land Lot 54 and 56 of the 6th District of Fayette County, Georgia and being approximately 6.9 aces as more particularly described in Exhibit "A" attached hereto and hereby made a part hereof, hereinafter referred to as the "Land".

PROVIDED, HOWEVER, this conveyance is made and accepted subject to the conditions that (i) Grantee shall construct an aviation related project on the Land, and (ii) the Land shall never be utilized, held and/or maintained for the purpose of providing a transportation route from and/or to Coweta County, a route sometimes referred to as TDK Extension. If (a) the Land ceases to be held, maintained and utilized solely for the purpose of an aviation related project or (b) the Land is ever utilized, held and/or maintained for the purpose of providing a transportation route from and/or to Coweta County then the Land shall automatically revert to and vest absolutely in Grantor, its successors or assigns. Upon reversion, all rights, title and interest in and to the Land and all improvements located thereon shall immediately and without further action be vested in the Grantor, its successors or assigns, free and clear of any right, title, or interest of the Grantee. The foregoing restriction shall be binding upon the Grantee, its successors and assigns, and shall run with the Land in perpetuity. Should reversion occur prior to

the fifth (5th) anniversary of the Execution Date hereof Grantor shall return the March 2, 2026 appraised Fair Market Value of the property, one-hundred seventy thousand dollars (\$170,000.00) to grantee.

**TO HAVE AND TO HOLD** said Land, so that neither first party, nor successors or assigns, nor any other person holding under first party, shall have any right, title, interest or equity in same, subject only to the conditions described herein.

**THIS CONVEYANCE** is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.

**IN WITNESS WHEREOF**, the GRANTOR has signed and sealed this deed, the day and year above written.

FAYETTE COUNTY

BY: \_\_\_\_\_  
Lee Hearn, Chairman

Signed, sealed and delivered in presence of:

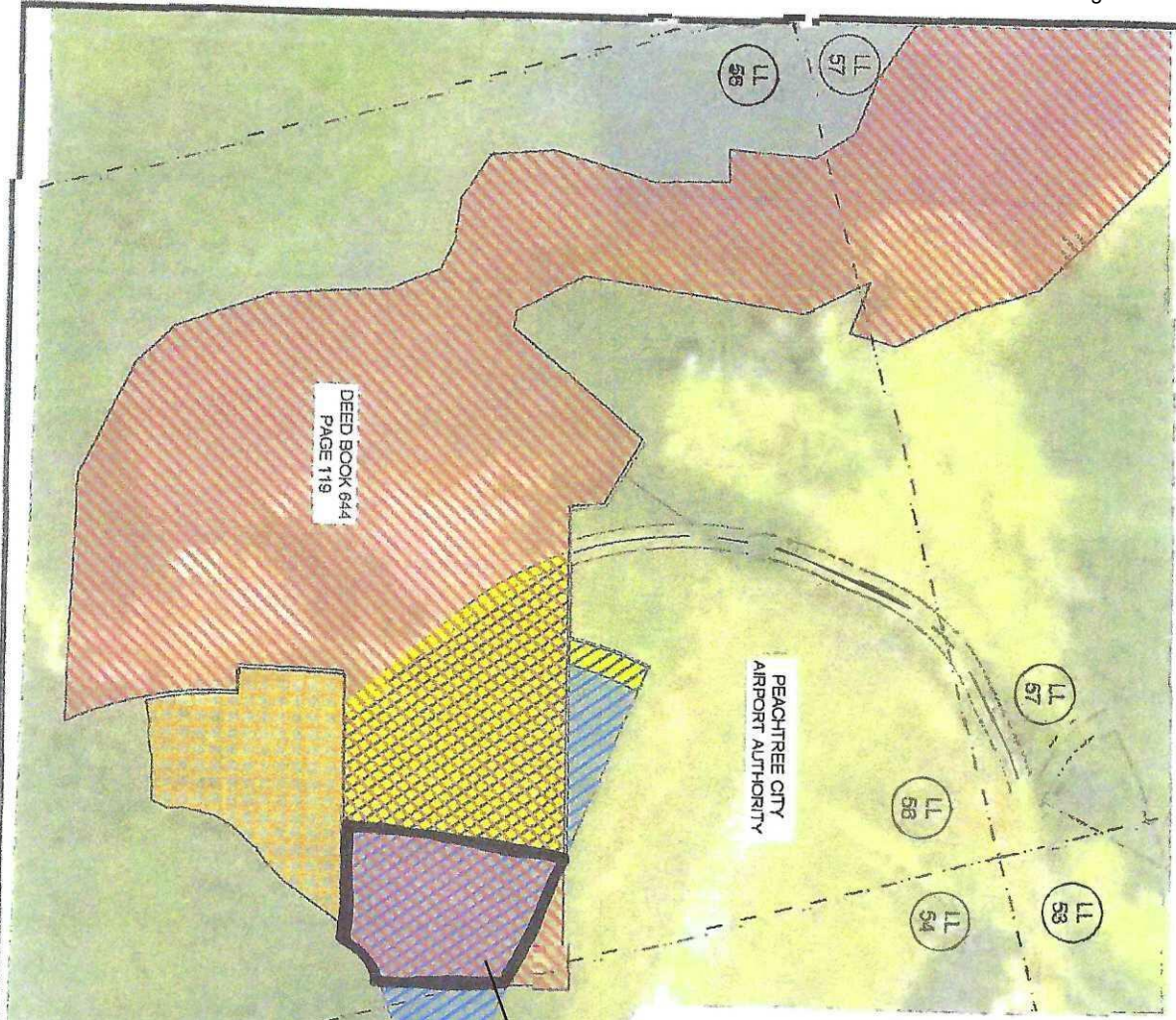
\_\_\_\_\_  
Witness/County Clerk

(COUNTY SEAL)






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

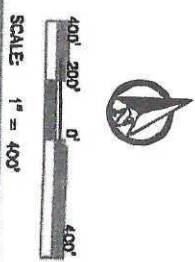
(NOTARY SEAL)


**EXHIBIT "A"**  
**LEGAL DESCRIPTION**



**6.9 +/- acres to be Granted to the Fayette County Development Authority by Fayette County**

-  D. B. 644PG. 119, 2/28/91  
LIMITED WARRANTY DEED  
THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES TO  
FAYETTE COUNTY
-  D. B. 3113 PG. 465, 10/11/2006  
QUITCLAIM DEED  
FAYETTE COUNTY TO PEACHTREE CITY HOLDINGS, L.L.C.
-  D. B. 3113 PG. 469, 10/11/2006  
QUITCLAIM DEED  
PEACHTREE CITY HOLDINGS, L.L.C. TO FAYETTE COUNTY
-  D. B. 3775 PG. 55, 7/7/2011  
QUITCLAIM DEED  
PEACHTREE CITY HOLDINGS, L.L.C. TO SUBURBAN LAND RESERVE, INC.
-  D. B. 3894 PG. 635, 1/25/2012  
QUITCLAIM DEED  
FAYETTE COUNTY TO CITY OF PEACHTREE CITY



<b>4</b>	<p><b>EXHIBIT FOR CITY OF PEACHTREE CITY</b></p>	<p>Drawn by: SDG Date: 4/12/19 Project #: 1014, 19-2</p>	 <p><b>INTEGRATED Science &amp; Engineering</b> 1038 SULLYMAN ROAD, SUITE 200, NEWNAN, GEORGIA 30259 (770) 532-2106 / (770) 532-2107 ATLANTA/SAVANNAH</p>
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