

## 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

August 27, 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 Eric Maxwell  
Acceptance of Agenda

### **PROCLAMATION/RECOGNITION:**

### **PUBLIC HEARING:**

1. Consideration of Petition 1382-26, Linda Waites, Owner, and Michele Hoff, Agent, requesting to rezone Parcel No. 0903 007 (54.46 acres) from R-70 (Single-Family Residential) to A-R (Agricultural-Residential); property located in Land Lot 6 of the 9th District and fronts on Milam Rd. This item was tabled at the June 25, 2026, Board of Commissioners meeting. (pages 3-37)

### **PUBLIC COMMENT:**

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

### **CONSENT AGENDA:**

2. Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Michele Ball, in the amount of \$4,528.76 for tax year(s) 2023, 2024, and 2025. (pages 38-39)
3. Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Robert Miller, in the amount of \$1,092.30 for tax year 2025. (pages 40-41)
4. Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Chase Shelton, in the amount of \$363.42 for tax year 2025. (pages 42-43)
5. Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Sarah Williams in the amount of \$1,000.28 for tax year 2025. (pages 44-45)

6. Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Terri Wright, in the amount of \$396.12 for tax year 2025. (pages 46-47)
7. Approval of the August 13, 2026, Board of Commissioners Meeting Minutes. (pages 48-54)

**OLD BUSINESS:**

**NEW BUSINESS:**

8. Request to approve the proposed 2027 Local Maintenance & Improvement Grant (LMIG) project list for unincorporated Fayette County. (pages 55-61)
9. Request to approve Contract #2018-P: Public Works Engineer of Record, Task Order #64, Change Order #1 (not to exceed \$512,160.20) to POND for completion of final design and NEPA requirements for the Sandy Creek Road at Ellison Road Roundabout (Project #25TAB) and reallocation of \$474,661.00 from the 2017 SPLOST Project #17TAG (Intersection Safety Improvements) to Project #25TAB. (pages 62-73)
10. Request to accept a \$1,000,000 federal-aid grant for the PE phase of the Sandy Creek Road Path Project, approve the Project Framework Agreement (PFA) with Georgia Department of Transportation (GDOT) for PI 0021593, and allocate \$250,000 from 2017 SPLOST (17TAJ) for the local match. (pages 74-94)
11. Request to accept a \$640,000 federal-aid grant on behalf of the City of Fayetteville, for the Preliminary Engineering (PE) phase of the Woodland Link Path Project, approval of the Project Framework Agreement (PFA) with Georgia Department of Transportation (GDOT) (PI 0021591), and to allocate \$160,000 from 2017 SPLOST (17TAJ) for the local match, which will be fully reimbursed by the City of Fayetteville. (pages 95-122)
12. Request to award Contract #2378-S: Water System Engineer of Record: Task Order 27-03 to Arcadis U.S. for engineering services during the Crosstown Water Treatment Plant Solids Handling Upgrade project, in the not-to-exceed amount of \$284,976. (pages 123-156)
13. Consideration of the Board of Assessors' recommendation to deny a disposition of tax refund, as requested by Leslie Neal. (pages 157-158)

**ADMINISTRATOR'S REPORTS:**

- A. Contract 27010-S: DA (District Attorney) and Clerk of Court Vault – Rolling File (pages 159-171)

**ATTORNEY'S REPORTS:**

**COMMISSIONERS' REPORTS:**

**EXECUTIVE SESSION:**

**ADJOURNMENT:**



# COUNTY AGENDA REQUEST

Page 3 of 171

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Consideration of Petition 1382-26, Linda Waites, Owner, and Michele Hoff, Agent, requesting to rezone Parcel No. 0903 007 (54.46 acres) from R-70 (Single-Family Residential) to A-R (Agricultural-Residential); property located in Land Lot 6 of the 9th District and fronts on Milam Rd. This item was tabled at the June 25, 2026, Board of Commissioners meeting.

## Background/History/Details:

This parcel was rezoned from A-R to R-70 as part of a blanket rezoning initiated by the County in 1973. The property is currently a single family residence. The house and accessory structures meet or exceed the requirements of the A-R district. The Future Land Use Map designates this area as Low Density Residential, which has a 1-acre minimum parcel size. The request to rezone to A-R is less intensive than the Future Land Use Map and the Comprehensive Plan. Staff recommends APPROVAL of the request to rezone from R-70 to A-R.

On June 4, 2026, the Planning Commission voted to recommend APPROVAL of the request to rezone from R-70 to A-R. Virgil Hooper made the motion to recommend APPROVAL of Petition 1382-26. Jim Oliver seconded the motion. The motion passed 5-0.

This petition was tabled at the June 25, 2026, meeting due to a lack of a full board.

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

Consideration of Petition 1382-26, Linda Waites, Owner, and Michele Hoff, Agent. Applicant is requesting to rezone Parcel No. 0903 007 (54.46 acres) from R-70 (Single-Family Residential) to A-R (Agricultural-Residential).

## 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:

**REQUESTED ACTION:** Rezone 54.46 acres from R-70 to A-R

**PARCEL NUMBER:** 0903 007

**EXISTING ZONING:** R-70

**PROPOSED ZONING:** A-R

**EXISTING USE:** Single-Family Residential

**PROPOSED USE:** Agriculture-Residential

**LOCATION:** 300 Milam Rd.

**LOT SIZE:** 54.46 Acres

**DISTRICT/LAND LOT(S):** 9<sup>th</sup> District, Land Lot(s) 6

**OWNER(S):** Waites Living Trust, Linda Lee Waites, Trustee

**APPLICANT(S):** Linda Waites

**AGENT(S):** Michele Hoff

**PLANNING COMMISSION PUBLIC HEARING:** June 4, at 7:00 PM

**BOARD OF COMMISSIONERS PUBLIC HEARING:** August 27, 2026, at 5:00 PM; this

petition was tabled at the June 25, 2026, meeting due to a lack of a full board.

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**REQUEST**

The applicant is requesting to rezone the property from R-70 to A-R.

**STAFF ASSESSMENT & RECOMMENDATION**

This lot is depicted as tract 2 on a recorded plat for Linda Waites Subdivision in plat book 34 page 144. This survey appears to meet or exceed all requirements of A-R zoning. The Future Land Use Map designates this area as Low Density Residential, which has a 1-acre minimum parcel size. The request to rezone to A-R is less intensive than the Future Land Use Map and the Comprehensive Plan. Staff recommends **APPROVAL** of the request to rezone from R-70 to A-R.

**PLANNING COMMISSION RECOMMENDATION**

On June 4, 2026, the Planning Commission voted to recommend APPROVAL of the request to rezone from R-70 to A-R. Virgil Hooper made the motion to recommend APPROVAL of Petition 1382-26. Jim Oliver seconded the motion. The motion passed 5-0.

## **INVESTIGATION**

### **A. GENERAL PROPERTY INFORMATION**

The subject property is currently zoned R-70, Single-Family Residential. The property is currently a single family residence. The house and accessory structures meet or exceed the requirements of the A-R district.

### **B. ADJACENT ZONING AND FUTURE LAND USE**

The parcels surrounding the subject property are zoned MHP, R-45, and R-70. Kenwood Landing Mobile Home Park was rezoned to Manufactured Home Park in 1971 and has expanded several times to the current 120.6 acres. The northwest quadrant of Fayette County was blanket rezoned in 1973 and the subject parcel has remained R-70 since. Ellens Ridge was rezoned to R-45 in 1996. The Future Land Use Map for this property is Low Density Residential. See the attached Zoning Map and Future Land Use Map.

| <b>Direction</b> | <b>Acreage</b> | <b>Zoning</b>        | <b>Use</b>                | <b>Future Land Use Plan</b>               |
|------------------|----------------|----------------------|---------------------------|-------------------------------------------|
| North – 6 lots   | 8.62           | R-70 & Fulton County | Single-Family Residential | Low Density Residential (1 unit /1 acres) |
| East             | 41.28          | R-70<br>R-45         | Single-Family Residential | Rural Residential-2 (1 unit /2 acres)     |
| South            | 120.6          | MHP                  | Manufactured Home Park    | Manufactured Home Park                    |
| West             | 2.00           | R-70                 | Single-Family Residential | Low Density Residential (1 unit /1 acres) |

### **C. DEPARTMENTAL COMMENTS**

- ☐ **Water System** – No objections.
- ☐ **Public Works/Environmental Management**
  - **Access Management**
    - Milam Road is a Collector. Existing Right-of-Way is 40' from the centerline per DB 1761 Pg 27. No additional RW required. GDPT reports 3,890 ADT at this location for 2023.
    - Note: The existing driveway for the parcel is residential. An upgrade to commercial standards may be required for a change of use or public access.
  - **Site Distance**
    - The speed limit on Milam Road is 45 MPH, requiring 500 ft. of sight distance.
  - **Floodplain Management**
    - The property **DOES** contain floodplain per FEMA FIRM panel 13113C0018E dated September 26, 2008. The property **DOES** contain additional 100-year floodplain delineated by the Fayette County 2013 Limited Detail Flood Study.
    - Any improvements on the site must meet all regulations, including but not limited to MFFE (Minimum Finished Floor Elevations).

- **Wetlands** - The property **DOES** contain wetlands per the U.S. Department of the Interior, Fish and Wildlife Service 1994 National Wetland Inventory Map. There may be additional areas of wetlands and the owner will be required to provide a report if site plans are required.
  - **Watershed Protection** - There **ARE** state waters located on the subject property and it **WILL BE** subject to the Fayette County Watershed Protection Ordinance upon. The owner should reference the various sections of the document prior to any development within buffered areas of Whitewater Creek and other waters of the state.
  - **Groundwater** - The property **IS NOT** within a groundwater recharge area.
  - **Post Construction Stormwater Management** - This development **WILL BE** subject to the Post-Development Stormwater Management Ordinance if re-zoned and developed with more than 5,000 square feet of impervious surfaces for a major subdivision.
- ☐ **Fire** - N/A
  - ☐ **Environmental Health** - This office has no objection to the proposed rezoning.
  - ☐ **GDOT** - Not applicable, not on State Route.

## **STANDARDS**

### **Sec. 110-300. - Standards for map amendment (rezoning) evaluation.**

All proposed map amendments shall be evaluated with special emphasis being placed on the relationship of the proposal to the land use plan and related development policies of the county. The following factors shall be considered by the planning and zoning department, the planning commission and the board of commissioners when reviewing a request for rezoning:

- (1) Whether the zoning proposal is in conformity with the land use plan and policies contained therein;
- (2) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;
- (3) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing or planned streets, utilities, or schools;
- (4) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

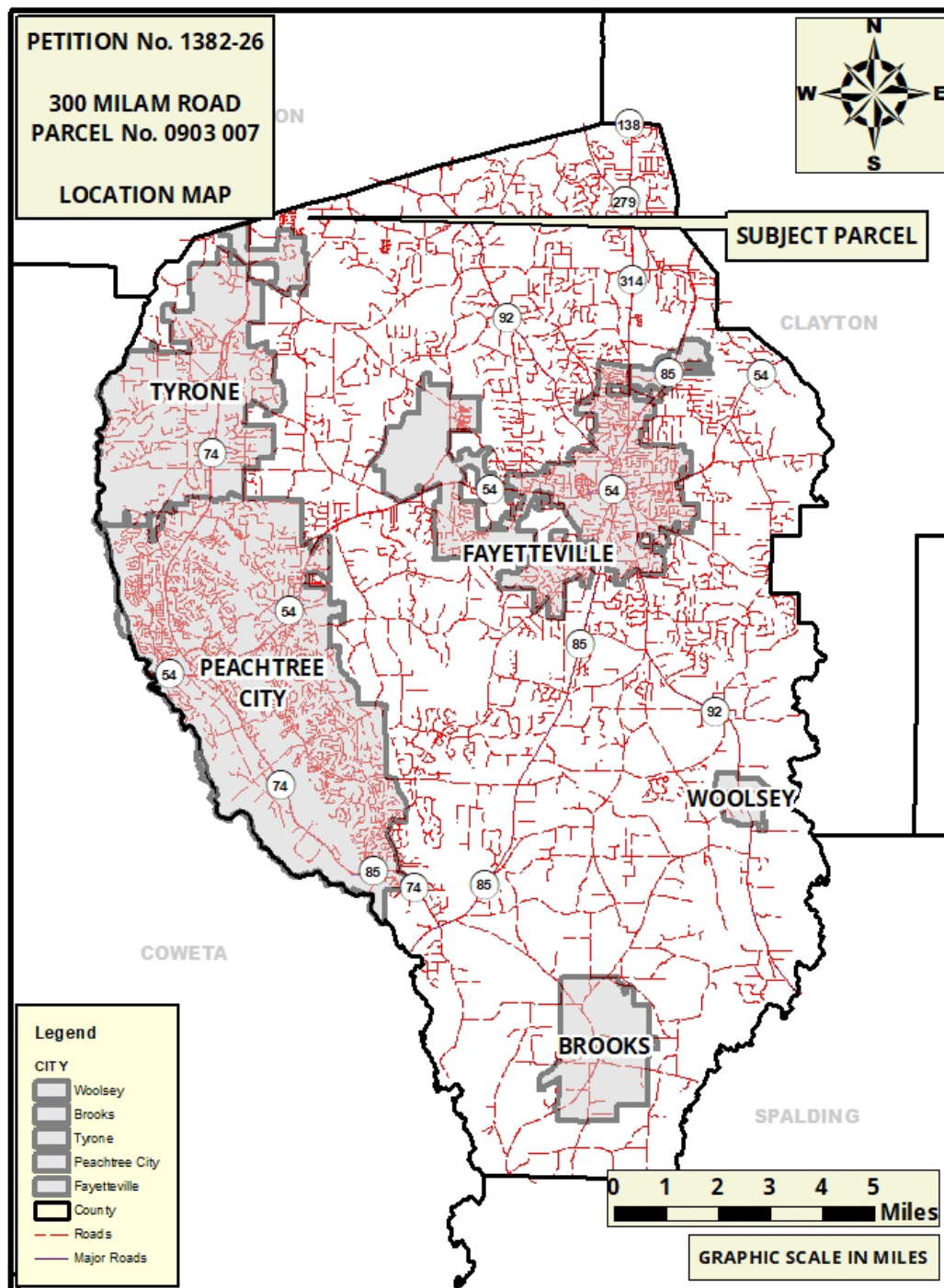
## **STAFF ANALYSIS**

1. The subject property lies within an area designated for Low Density Residential. This request is a less intensive use than what is proposed by the future land use plan.
2. The area around the subject property is an area that already has various residential uses. Staff does not anticipate that this rezoning will have an adverse impact on the adjacent parcels.
3. It is staff's opinion that the zoning proposal will not have an excessive or burdensome impact on streets, utilities, or schools.
4. The proposal is consistent in character and use with the surrounding uses as rural residential.

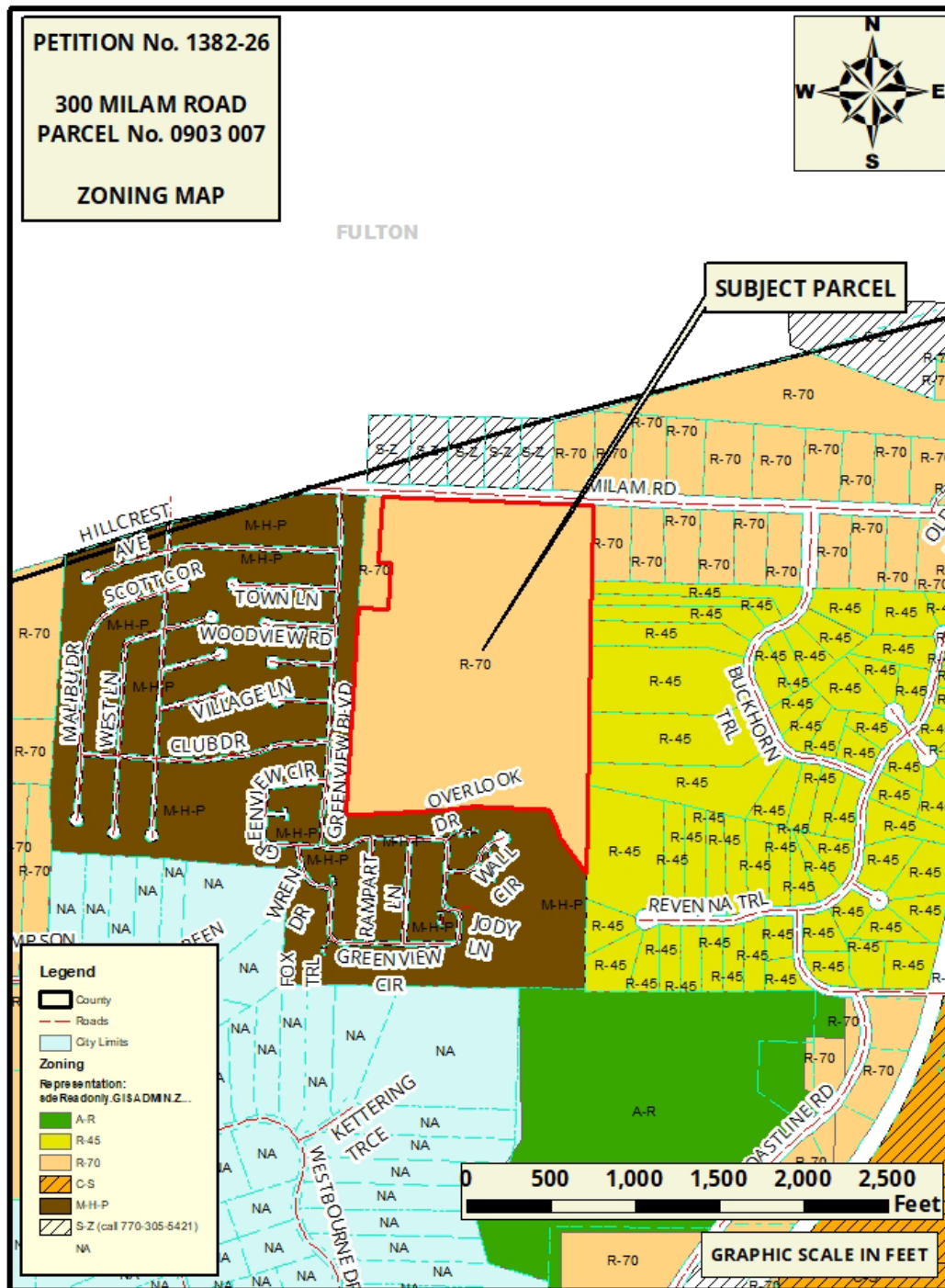
**ZONING DISTRICT STANDARDS****Sec. 110-125. A-R, Agricultural-Residential District.**

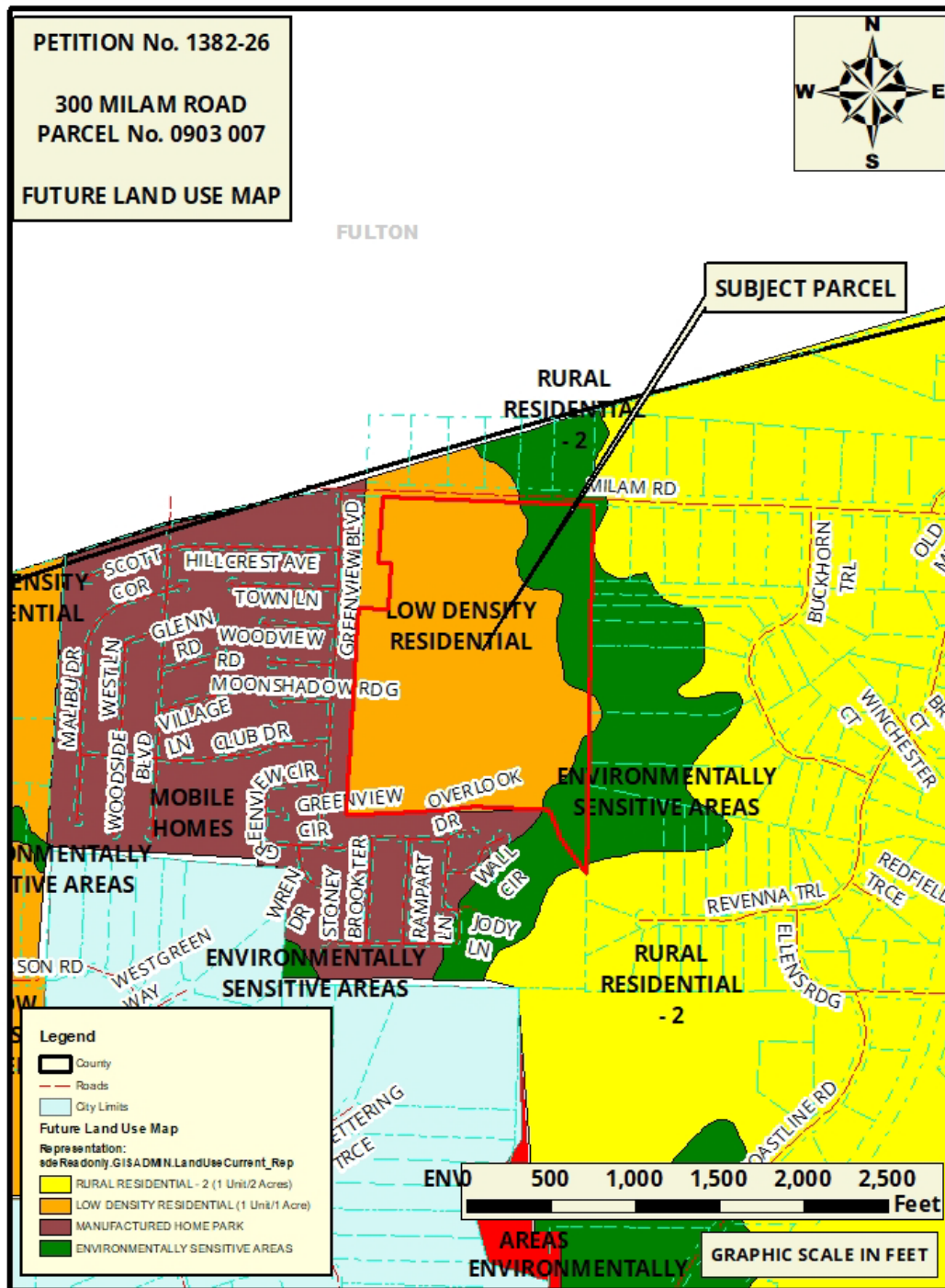
- (a) *Description of district.* This district is composed of certain lands and structures having a very low density single-family residential and agricultural character and designed to protect against the depreciating effects of small lot, residential development and those uses which are incompatible with such a residential and agricultural environment.
- (b) *Permitted uses.* The following permitted uses shall be allowed in the A-R zoning district:
  - (1) Single-family dwelling;
  - (2) Residential accessory structures and uses (see article III of this chapter);
  - (3) Growing of crops and the on-premises sale of produce and agricultural products, provided 50 percent of the produce/products sold shall be grown on-premises;
  - (4) Plant nurseries and greenhouses (no sales of related garden supplies);
  - (5) Raising of livestock; aquaculture, including pay fishing; apiary (all beehives shall comply with the required setbacks); and the sale thereof; and
  - (6) One semi-trailer/box truck utilized as a farm outbuilding, provided the property is a minimum of five acres and the semi-trailer/box truck is only used to store agricultural items.
- (c) *Conditional uses.* The following conditional uses shall be allowed in the A-R zoning district provided that all conditions specified in article VII of this chapter. Conditional uses, nonconformances, transportation corridor overlay zone, and commercial development standards are met:
  - (1) Aircraft landing area;
  - (2) Animal hospital, kennel or veterinary clinic;
  - (3) A-R bed and breakfast inn;
  - (4) A-R wedding/event facility;
  - (5) Cemetery;
  - (6) Church and/or other place of worship;
  - (7) Colleges and university, including, but not limited to: classrooms, administration, housing, athletic fields, gymnasium, and/or stadium;
  - (8) Commercial driving range and related accessories;
  - (9) Child care facility;
  - (10) Deer processing facility.
  - (11) Developed residential recreational/amenity areas;
  - (12) Farm outbuildings, including horse stables, auxiliary structures, and greenhouses (permanent or temporary);
  - (13) Golf course (minimum 18-hole regulation) and related accessories;
  - (14) Home occupation;
  - (15) Horse show, rodeo, carnival, and/or community fair;
  - (16) Hospital;

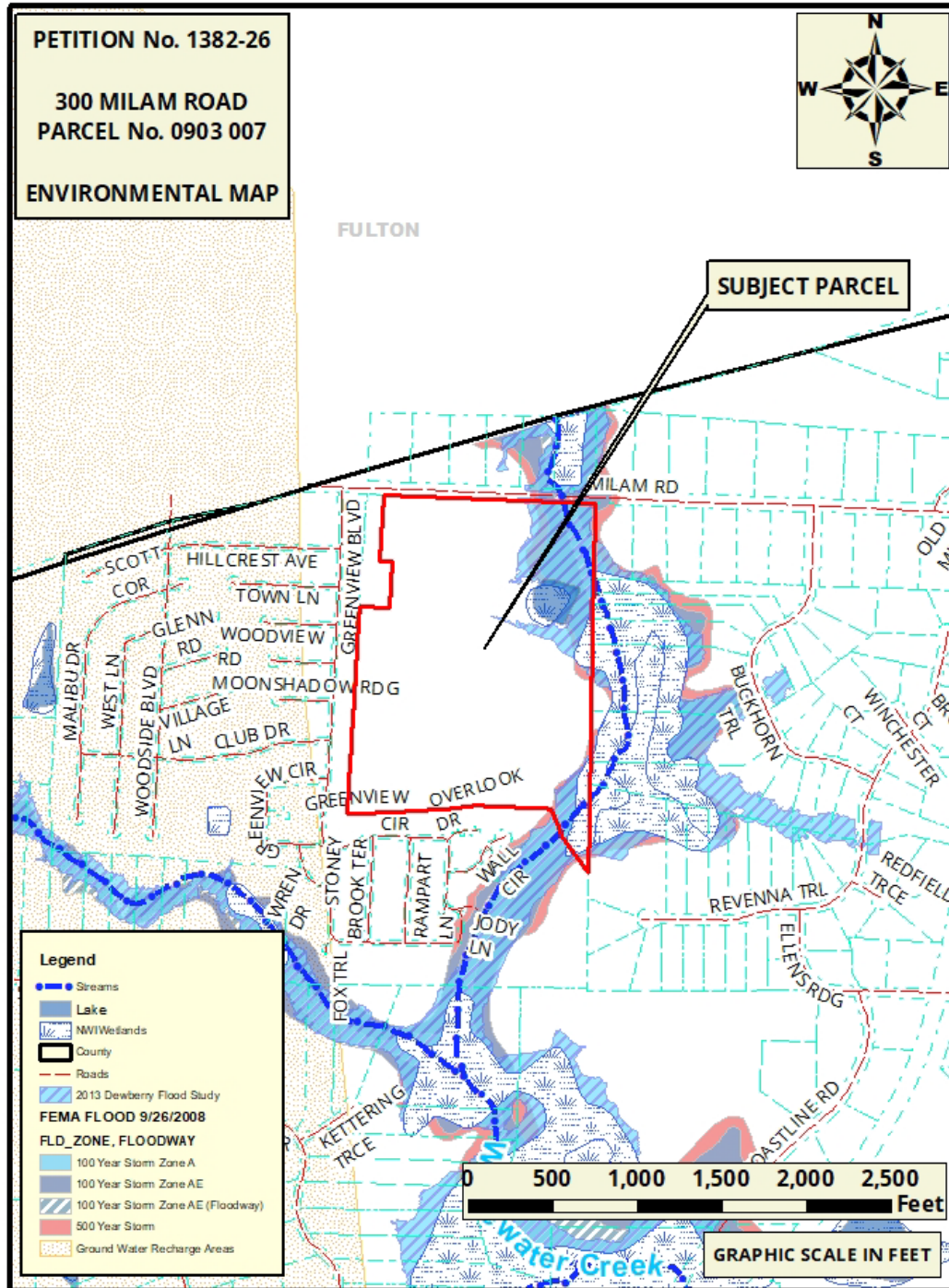
- (17) Kennel (see animal hospital, kennel, and/or veterinary clinic);
  - (18) Private school, including, but not limited to: classrooms, administration, playground, housing, athletic fields, gymnasium, and stadium;
  - (19) Processing, packaging, or handling of perishable agricultural products (i.e. fruits and vegetables) which are grown on premises;
  - (20) Recreation centers and similar institutions owned by nonprofit organizations as so registered with the state secretary of state office;
  - (21) Religious tent meeting; and
  - (22) Shooting range, outdoor.
- (d) *Dimensional requirements.* The minimum dimensional requirements in the A-R zoning district shall be as follows:
- (1) Lot area: 217,800 square feet (five acres).
  - (2) Lot width: 250 feet.
  - (3) Floor area: 1,200 square feet.
  - (4) Front yard setback:
    - a. Major thoroughfare:
      - 1. Arterial: 100 feet.
      - 2. Collector: 100 feet.
    - b. Minor thoroughfare: 75 feet.
  - (5) Rear yard setback: 75 feet.
  - (6) Side yard setback: 50 feet.
  - (7) a. 35 feet as defined in article III of this chapter.
    - b. The limitation on height shall not apply to agricultural structures such as storage barns, silos, or other types of structure not normally designed for human occupation except that when an agricultural structure exceeds the maximum building height the minimum distance from property lines to any building shall be increased one foot for every two feet or part thereof of building height over 35 feet.
- (e) *Special regulations.* Prior to the issuance of development and/or building permits, a site plan, as applicable, shall be submitted to the zoning administrator and approved by the appropriate county officials. This requirement shall apply to all permitted uses and conditional uses allowed in the AR zoning district except single-family dwellings; residential accessory structures; growing crops and the on-premises sale of produce at agricultural stands of 100 square feet or less of floor area; growing and seasonal sale of Christmas trees; plant nursery, landscape tree farm, or greenhouse operations existing prior to the effective date of June 26, 2003; and the raising and/or selling of livestock.



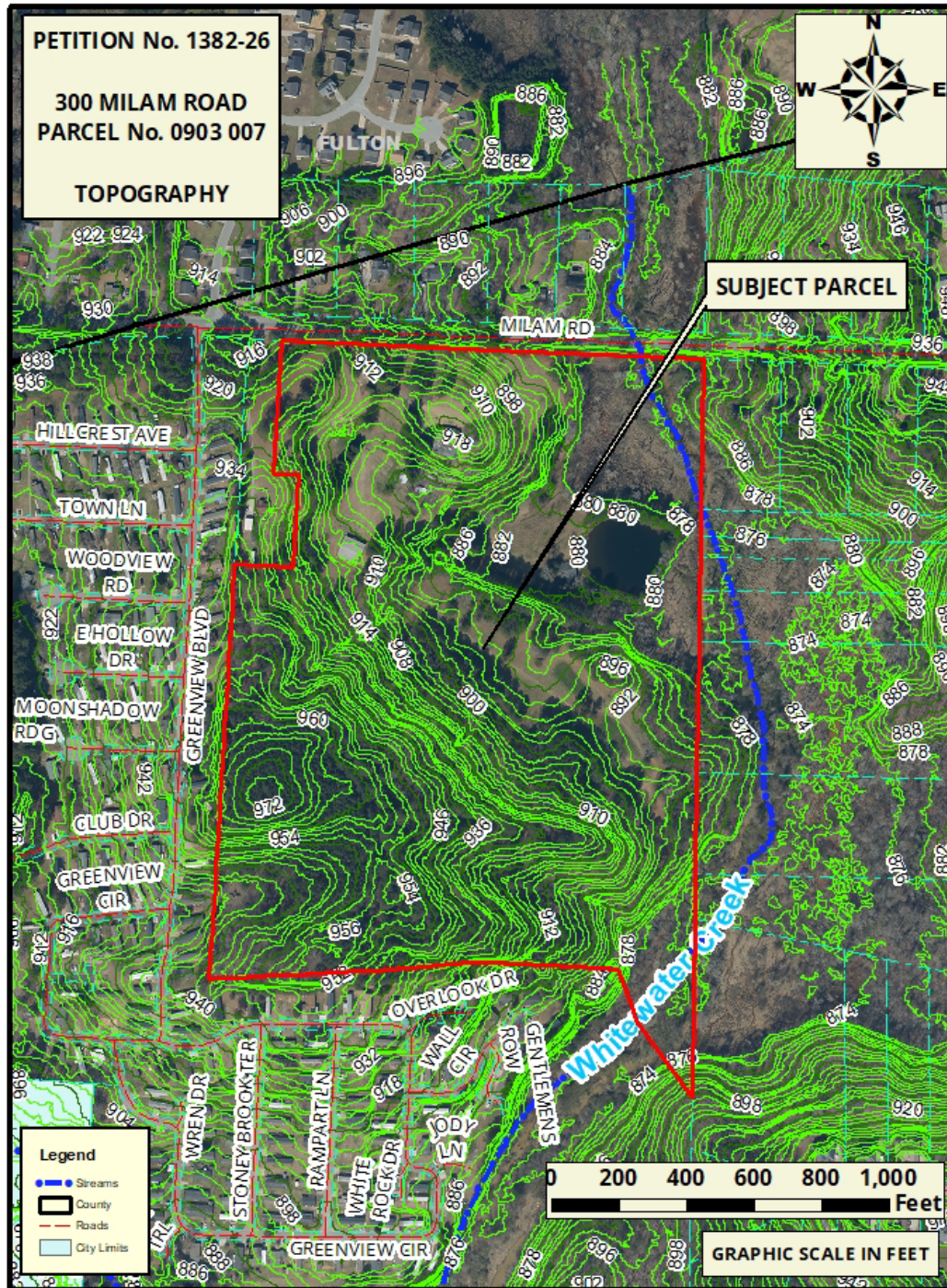
















**BOARD MEMBERS**

Danny England, Chairman  
Boris Thomas, Vice-Chairman  
John Kruzan  
Jim Oliver  
Virgil Hooper

**STAFF**

Deborah L. Bell, Planning and Zoning Director  
Deborah Sims, Zoning Administrator  
Maria Binns, Planning and Zoning Coordinator  
E. Allison Ivey Cox, County Attorney

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**AGENDA OF ACTIONS  
FAYETTE COUNTY PLANNING COMMISSION MEETING  
140 STONEWALL AVENUE WEST  
June 4, 2026  
7:00 pm**

**\*Please turn off or mute all electronic devices during the  
Planning Commission Meetings**

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**NEW BUSINESS**

1. Call to Order. *Chairman Danny England called the June 4, 2026, meeting to order at 7:00 pm.*
2. Pledge of Allegiance. *Chairman Danny England offered the invocation and led the audience in the Pledge of Allegiance.*
3. Approval of Agenda. *John Kruzan made a motion to approve the agenda as presented. Jim Oliver seconded the motion. The motion carried 5-0.*
4. Consideration of the Minutes of the meeting held on May 7, 2026. *Vice-Chairman Boris Thomas made a motion to approve the minutes of the meeting held on May 7, 2026. John Kruzan seconded the motion. The motion carried 4-0. Jim Oliver abstained; he was absent at the last meeting.*
5. Plats. *No Plats were presented at the June 4, 2026, hearing.*

**PUBLIC HEARING**

1. Consideration of Petition **1382-26**, Linda Waites, Owner, and Michele Hoof, Agent. Applicants are requesting to rezone Parcel No. 0903 007 (54.46 acres) from R-70 (Single-Family Residential) to A-R (Agricultural-Residential). Property is located in Land Lot 6 of the 9<sup>th</sup> District and fronts Milam Rd. *Virgil Hooper made the motion to recommend APPROVAL of Petition 1382-26. Jim Oliver seconded the motion. The motion passed 5-0.*

2. Consideration of Petition **1383-26**, Chales E. Harp Estate, Owner, and Julie Harp, Agent. Applicants are requesting to rezone Parcel No. 044701 009 (2.34 acres) from A-R (Agriculture-Residential) Single Family to R-70 (Single-Family Residential). Property is located in Land Lot 247 of the 4<sup>th</sup> District and fronts SR 92 and Inman Rd. ***Jim Oliver made the motion to recommend CONDITIONAL APPROVAL of Petition 1383-26. John Kruzan seconded the motion. The motion passed 5-0.***

**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 Inman 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.
2. The current driveway along Inman Road does not meet the current access standards and will need to be relocated when the property is developed.

No further business was addressed; a motion was made to adjourn.

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*Jim Oliver moved to adjourn the June 4, 2026, Planning Commission meeting. John Kruzan seconded. The motion passed 5-0.*

*The meeting adjourned at 7:17 pm.*



# Meeting Minutes 6/4/2026

**THE FAYETTE COUNTY PLANNING COMMISSION** met on June 4<sup>th</sup>, 2026, at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

**MEMBERS PRESENT:** Danny England, Chairman  
Boris Thomas, Vice-Chairman  
John Kruzan  
Jim Oliver  
Virgil Hooper

**STAFF PRESENT:** Debbie Bell, Planning and Zoning Director  
Deborah Sims, Zoning Administrator  
Maria Binns, Zoning Secretary  
E. Allison Ivey Cox, County Attorney

1. Call to Order. *Chairman Danny England called the June 4, 2026, meeting to order at 7:00 pm.*
2. Pledge of Allegiance. *Chairman Danny England offered the invocation and led the audience in the Pledge of Allegiance.*

Approval of Agenda. Chairman Danny England advised petitioners that, due to one board member's absence, applicants could request a postponement if they wished to appear before the full board at the next meeting. *John Kruzan made a motion to approve the agenda as presented. Jim Oliver seconded the motion. The motion carried 5-0*

3. Consideration of the Minutes of the meeting held on May 7, 2026. *Vice-Chairman Boris Thomas made a motion to approve the minutes of the meeting held on May 7, 2026. John Kruzan seconded the motion. The motion carried 4-0. Jim Oliver abstained; he was absent at the last meeting.*
4. Plats. *No plats were presented for consideration at the June 4, 2026, Meeting.*

## **PUBLIC HEARING**

5. Consideration of Petition **1382-26**, Linda Waites, Owner, and Michele Hoff, Agent. Applicants are requesting to rezone Parcel No. 0903 007 (54.46 acres) from R-70 (Single-Family Residential) to A-R (Agricultural-Residential). Property is located in Land Lot 6 of the 9<sup>th</sup> District and fronts Milam Rd.

Ms. Debbie Bell stated that the property currently contains a residence and multiple agricultural structures, including barns and accessory buildings. The Future Land Use Map designates the area as Low Density Residential. The requested AR zoning is less intensive than the current zoning designation and is consistent with the Comprehensive Plan.

Chairman England asked if the petitioner was present.

Ms. Michele Hoff, Agent, spoke on behalf of the property owner. She explained that the property has historically been used for agricultural purposes, including horses, cattle, chickens, and greenhouse operations. Existing barns and agricultural structures have been on the property for many years, and rezoning would allow continued maintenance and use of those structures. Staff recommended Approval.

**Public Comment:**

No one spoke in favor or in opposition.

Chairman England brought the item back to the board and asked if there were any questions or comments from the Commissioners. Hearing none, the chairman called for a motion.

***Virgil Hooper made the motion to recommend APPROVAL of Petition 1382-26. Jim Oliver seconded the motion. The motion passed 5-0.***

6. Consideration of Petition **1383-26**, Chales E. Harp Estate, Owner, and Julie Harp, Agent. Applicants are requesting to rezone Parcel No. 044701 009 (2.34 acres) from A-R (Agriculture-Residential) Single Family to R-70 (Single-Family Residential). Property is located in Land Lot 247 of the 4<sup>th</sup> District and fronts SR 92 and Inman Rd.

Ms. Debbie Bell explained that the parcel is a legal nonconforming lot created when Inman Road was relocated several decades ago, effectively dividing a larger tract. The Future Land Use Map designates the area as Rural Residential (2-acre minimum lot size), making the request consistent with the Comprehensive Plan. Staff recommended Conditional Approval.

Chairman England asked if the petitioner was present.

Ms. Julie Harp, Agent, stated that she is serving as executor of her father's estate and is seeking rezoning to allow the property to be sold and the estate closed. She indicated agreement with the proposed conditions and requested clarification regarding the right-of-way dedication process.

Ms. Bell provided an explanation of the survey and dedication requirements.

**Public Comment:**

No speakers appeared in support or opposition.

The public hearing was closed.

Chairman England asked if there were any questions or comments from the Commissioners. Hearing none, the chairman called for a motion.

***Jim Oliver made the motion to recommend CONDITIONAL APPROVAL of Petition 1383-26. John Kruzan seconded the motion. The motion passed 5-0.***

**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 Inman 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.
2. The current driveway along Inman Road does not meet the current access standards and will need to be relocated when the property is developed.

No further business was addressed; a motion was made to adjourn.

\*\*\*\*\*

*Jim Oliver moved to adjourn the June 4, 2026, Planning Commission meeting. John Kruzan seconded. The motion passed 5-0.*

*The meeting adjourned at 7:17 pm.*

**ATTEST:**

**PLANNING COMMISSION  
OF  
FAYETTE COUNTY**

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**DANNY ENGLAND, CHAIRMAN**

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**MARIA BINNS, PC SECRETARY**

**PLANNING COMMISSION RECOMMENDATION**

**DATE:** June 4, 2026

**TO:** Fayette County Commissioners

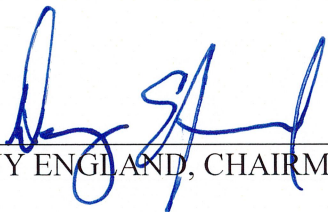
The Fayette County Planning Commission recommends that Petition No. **1382-26**, the application of Waites Living Trust, Owner, and Linda Lee Waites, Trustee, proposes to rezone Parcel No. 0903 007 (54.46 acres) from R-70 (Single-Family Residential) to A-R (Agricultural-Residential) Single-Family, be:

5-0 ☒ Approved ☐ Withdrawn ☐ Denied

☐ Tabled until \_\_\_\_\_

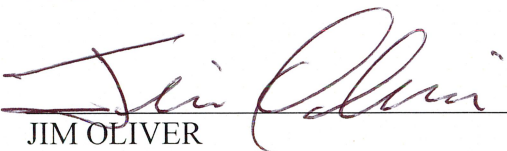
☐ Approved with Conditions \_\_\_\_\_

This is forwarded to you for final action.

  
\_\_\_\_\_  
DANNY ENGLAND, CHAIRMAN

  
\_\_\_\_\_  
BORIS THOMAS, VICE CHAIRMAN

  
\_\_\_\_\_  
JOHN J. KRUZAN

  
\_\_\_\_\_  
JIM OLIVER

  
\_\_\_\_\_  
VIRGIL HOOPER

**Remarks:**

\_\_\_\_\_



STATE OF GEORGIA  
COUNTY OF FAYETTE

**RESOLUTION  
NO. 1382-26**

**WHEREAS**, Waites Living Trust, Owner, and Linda Lee Waites, Trustee, having come before the Fayette County Planning Commission on June 4, 2026, requesting an amendment to the Fayette County Zoning Map pursuant to "The Zoning Ordinance of Fayette County, Georgia, 2010"; and

**WHEREAS**, said request being as follows: Applicant proposes the following: To rezone Parcel No. 0903 007 (54.46 acres) from R-70 (Single-Family Residential) to A-R (Agricultural-Residential) Single-Family. Property is located in Land Lot 6 of the 9<sup>th</sup> District and fronts Milam Road; and

**WHEREAS**, the Fayette County Planning Commission having duly convened, and considered said request;

**BE IT RESOLVED** that the decision of the Fayette County Planning Commission, that said request be **APPROVED**

This decision is based on the following reasons:

In compliance with the Fayette County Comprehensive Plan.  
Compatible with the surrounding area.

**PLANNING COMMISSION  
OF  
FAYETTE COUNTY**

**ATTEST:**

  
\_\_\_\_\_  
**DANNY ENGLAND, CHAIRMAN**  
\_\_\_\_\_  
**MARIA BINNS, PC SECRETARY**

PETITION No (s): 1382-25

SAGES REFERENCE No.: \_\_\_\_\_

STAFF USE ONLY

**APPLICANT INFORMATION**

Name Linda Waites  
 Address 300 Milam Rd  
 City Fayetteville  
 State GA Zip 30214  
 Email ~~linda~~ Linda Waites <sup>5128@cmv1.com</sup>  
 Phone 770-964-6414

**PROPERTY OWNER INFORMATION**

Name Linda Lee Waites  
 Address 300 Milam Rd  
 City Fayetteville  
 State GA Zip 30214  
 Email \_\_\_\_\_  
 Phone 770-964-6414

**AGENT(S) (if applicable)**

Name Michele Hoff  
 Address 291 Milam Rd  
 City Fayetteville  
 State GA Zip 30214  
 Email mkhoff@msn.com  
 Phone 770-833-0259

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_  
 State \_\_\_\_\_ Zip \_\_\_\_\_  
 Email \_\_\_\_\_  
 Phone \_\_\_\_\_

**(THIS AREA TO BE COMPLETED BY STAFF)**

[ ] Application Insufficient due to lack of:

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

[ ] Application and all required supporting documentation is Sufficient and Complete

Staff: Maria Binns Date: 04/07/26DATE OF PLANNING COMMISSION HEARING: June 4, 2026DATE OF COUNTY COMMISSIONERS HEARING: June 25, 2026

Received from Michele Hoff a check in the amount of \$ 450.00 for  
 application filing fee, and \$ 20.00 for deposit on frame for public hearing sign(s).

Date Paid: 04/06/26 Receipt Number: 027052

RECEIVED  
 APR 06 2026  
 BY: M.B.

**PETITION No.:** 1382-28 **Fees Due:** \_\_\_\_\_ **Sign Deposit Due:** \_\_\_\_\_

STAFF USE ONLY

**PROPERTY INFORMATION** (please provide information for each parcel)

Parcel # (Tax ID): 09-03-007 Acreage: 54 acres  
 Land District(s): 9th Land Lot(s): 9-6  
 Road Name/Frontage L.F.: Milam Rd Road Classification: \_\_\_\_\_  
 Existing Use: Farm/Livestock Proposed Use: Farm/crop sales  
 Structure(s): 7 Type: residence + outbuilding Size in SF: \_\_\_\_\_  
 Existing Zoning: R-70 Proposed Zoning: A-R  
 Existing Land Use: \_\_\_\_\_ Proposed Land Use: \_\_\_\_\_  
 Water Availability: \_\_\_\_\_ Distance to Water Line: \_\_\_\_\_ Distance to Hydrant: \_\_\_\_\_  
see details back of page

**PETITION No.:** \_\_\_\_\_ **Fees Due:** \_\_\_\_\_ **Sign Deposit Due:** \_\_\_\_\_

STAFF USE ONLY

**PROPERTY INFORMATION** (please provide information for each parcel)

Parcel # (Tax ID): \_\_\_\_\_ Acreage: \_\_\_\_\_  
 Land District(s): \_\_\_\_\_ Land Lot(s): \_\_\_\_\_  
 Road Name/Frontage L.F.: \_\_\_\_\_ Road Classification: \_\_\_\_\_  
 Existing Use: \_\_\_\_\_ Proposed Use: \_\_\_\_\_  
 Structure(s): \_\_\_\_\_ Type: \_\_\_\_\_ Size in SF: \_\_\_\_\_  
 Existing Zoning: \_\_\_\_\_ Proposed Zoning: \_\_\_\_\_  
 Existing Land Use: \_\_\_\_\_ Proposed Land Use: \_\_\_\_\_  
 Water Availability: \_\_\_\_\_ Distance to Water Line: \_\_\_\_\_ Distance to Hydrant: \_\_\_\_\_

**PETITION No.:** \_\_\_\_\_ **Fees Due:** \_\_\_\_\_ **Sign Deposit Due:** \_\_\_\_\_

STAFF USE ONLY

**PROPERTY INFORMATION** (please provide information for each parcel)

Parcel # (Tax ID): \_\_\_\_\_ Acreage: \_\_\_\_\_  
 Land District(s): \_\_\_\_\_ Land Lot(s): \_\_\_\_\_  
 Road Name/Frontage L.F.: \_\_\_\_\_ Road Classification: \_\_\_\_\_  
 Existing Use: \_\_\_\_\_ Proposed Use: \_\_\_\_\_  
 Structure(s): \_\_\_\_\_ Type: \_\_\_\_\_ Size in SF: \_\_\_\_\_  
 Existing Zoning: \_\_\_\_\_ Proposed Zoning: \_\_\_\_\_  
 Existing Land Use: \_\_\_\_\_ Proposed Land Use: \_\_\_\_\_  
 Water Availability: \_\_\_\_\_ Distance to Water Line: \_\_\_\_\_ Distance to Hydrant: \_\_\_\_\_



**PROPERTY OWNER CONSENT AND AGENT AUTHORIZATION FORM**  
**(Applications require authorization by ALL property owners of subject property).**

Name(s) of All Property Owners of Record found on the latest recorded deed for the subject property:

Linda Lee Waites

(Please Print)

**Property Tax Identification Number(s) of Subject Property:** \_\_\_\_\_

(I am) (we are) the sole owner(s) of the above-referenced property requested to be rezoned. Subject property is located in Land Lot(s) 9-6 of the 9th District, and (if applicable to more than one land district) Land Lot(s) \_\_\_\_\_ of the \_\_\_\_\_ District, and said property consists of a total of 54 acres (legal description corresponding to most recent recorded plat for the subject property is attached herewith).

(I) (We) hereby delegate authority to Michele Hoff to act as (my) (our) Agent in this rezoning. As Agent, they have the authority to agree to any and all conditions of zoning which may be imposed by the Board.

- (I) (We) certify that all of the information filed with this application including written statements or showings made in any paper or plans submitted herewith are true and correct to the best of (my) (our) knowledge and belief. Further, (I) (We) understand that this application, attachments and fees become part of the official records of the Fayette County Zoning Department and may not be refundable. (I) (We) understand that any knowingly false information given herein by me/us will result in the denial, revocation or administrative withdrawal of the application or permit. (I) (We) further acknowledge that additional information may be required by Fayette County in order to process this application.

(II) Linda Lee Waites

Signature of Property Owner 1

300 Milan Rd.

Address

Fayetteville, GA

Signature of Property Owner 2

Address

Signature of Property Owner 3

Address

Michele Hoff

Signature of Authorized Agent

291 Milan Rd

Address

Fayetteville, GA

30214

[Signature]  
Signature of Notary Public

04/06/2026

Date

Signature of Notary Public

Date

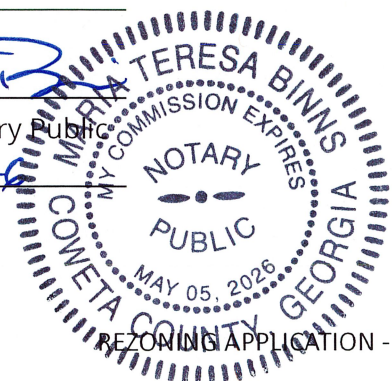
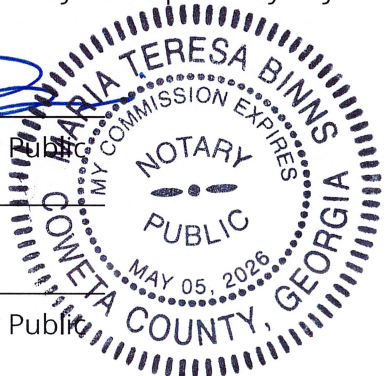
Signature of Notary Public

Date

[Signature]  
Signature of Notary Public

04/06/2026

Date



PETITION No.: 1382-26

## OWNER'S AFFIDAVIT

(Please complete an affidavit for each parcel being rezoned; ALL property owners must sign.)

NAME: Linda Lee WaitesADDRESS: 300 Milam Rd Fayetteville, GA 30214

PETITION FOR REZONING CERTAIN PROPERTY IN THE UNINCORPORATED AREAS OF FAYETTE COUNTY, GEORGIA.

Michele Hoff affirms that he is the owner or the specifically authorized agent of the property described below. Said property is located in a(n) Zoning District. He/She respectfully petitions the County to rezone the property from its present classification and tenders herewith the sum of \$\_\_\_\_\_ to cover all expenses of public hearing. He/She petitions the above named to change its classification to \_\_\_\_\_.

This property includes: (check one of the following)

- ☐ See attached legal description on recorded deed for subject property or
- ☐ Legal description for subject property is as follows:

PUBLIC HEARING to be held by the Planning Commission of Fayette County on the day of June 4, 2026 at 7:00 P.M.

PUBLIC HEARING to be held by the Board of Commissioners of Fayette County on the day of June 25, 2026 at 5:00 P.M.

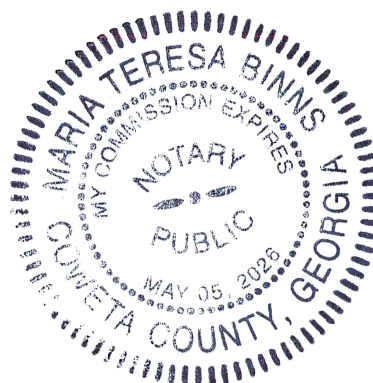
SWORN TO AND SUBSCRIBED BEFORE ME THIS 06 DAY OF April, 2026

Linda Lee Waites

SIGNATURE OF PROPERTY OWNER

SIGNATURE OF PROPERTY OWNER

NOTARY PUBLIC





**AGREEMENT TO DEDICATE PROPERTY FOR FUTURE RIGHT-OF-WAY**

I/We, Linda L. Waites, said property owner(s) of subject property requested to be rezoned, hereby agree to dedicate, at no cost to Fayette County, feet of right-of-way along Milam Rd. as measured from the centerline of the road.

Based on the Future Thoroughfare Plan Map, streets have one of the following designations and the Fayette County Development Regulations require a minimum street width as specified below:

- Local Street (Minor Thoroughfare) 60-foot right-of-way (30' measured from each side of road centerline)
- Collector Street (Major Thoroughfare) 80-foot right-of-way (40' measured from each side of road centerline)
- Arterial Street (Major Thoroughfare) 100-foot right-of-way (50' measured from each side of road centerline)

Sworn to and subscribed before me this 06 day of April, 2024.

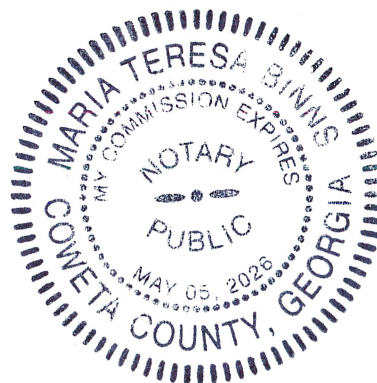
Linda Lee Waites

SIGNATURE OF PROPERTY OWNER

SIGNATURE OF PROPERTY OWNER

[Signature]

NOTARY PUBLIC



### DEVELOPMENTS OF REGIONAL IMPACT (DRI)

#### Rezoning Applicant:

- A. Please review the attached "Developments of Regional Impact Tiers and Development Thresholds" established by the Georgia Department of Community Affairs (DCA) to determine if the proposed project meets or exceeds these thresholds. If the proposed project does not meet the established thresholds (is less than those listed) then skip to section C. below and complete.
- B. If the project does meet or exceed the established thresholds for the type of development proposed, the Georgia Department of Community Affairs (DCA) "Developments of Regional Impact: Request for Review Form" is available online at the following website address: [www.dca.state.ga.us/DRI/](http://www.dca.state.ga.us/DRI/).
- C. I have reviewed and understand the attached "Thresholds: Developments of Regional Impact".
- [    ] The proposed project related to this rezoning request DOES NOT meet or exceed the established DRI thresholds .
- ☒ The proposed project related to this rezoning request DOES meet or exceed the established DRI thresholds and documentation regarding the required DRI Request for Review Form is attached.

Signed this 6 day of April, 2026.

Linda Lee Wooster

APPLICANT'S SIGNATURE

### Developments of Regional Impact - Tiers and Development Thresholds

| Type of Development                                                                   | Metropolitan Regions                                                                                                                                                                                                                                               | Non-metropolitan Regions                                                                                                                                                                                                                                          |
|---------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (1) Office                                                                            | Greater than 400,000 gross square feet                                                                                                                                                                                                                             | Greater than 125,000 gross square feet                                                                                                                                                                                                                            |
| (2) Commercial                                                                        | Greater than 300 000 gross square feet                                                                                                                                                                                                                             | Greater than 175,000 gross square feet                                                                                                                                                                                                                            |
| (3) Wholesale & Distribution                                                          | Greater than 500 000 gross square feet                                                                                                                                                                                                                             | Greater than 175,000 gross square feet                                                                                                                                                                                                                            |
| (4) Hospitals and Health Care Facilities                                              | Greater than 300 new beds; or generating more than 375 peak hour vehicle trips per day                                                                                                                                                                             | Greater than 200 new beds; or generating more than 250 peak hour vehicle trips per day                                                                                                                                                                            |
| (5) Housing                                                                           | Greater than 400 new lots or units                                                                                                                                                                                                                                 | Greater than 125 new lots or units                                                                                                                                                                                                                                |
| (6) Industrial                                                                        | Greater than 500,000 gross square feet; or employing more than 1, 600 workers; or covering more than 400 acres                                                                                                                                                     | Greater than 175,000 gross square feet; or employing more than 500 workers; or covering more than 125 acres                                                                                                                                                       |
| (7) Hotels                                                                            | Greater than 400 rooms                                                                                                                                                                                                                                             | Greater than 250 rooms                                                                                                                                                                                                                                            |
| (8) Mixed Use                                                                         | Gross square feet greater than 400,000 (with residential units calculated at 1800 square feet per unit toward the total gross square footage); or covering more than 120 acres; or if any of the individual uses meets or exceeds a threshold as identified herein | Gross square feet greater than 125,000 (with residential units calculated at 1800 square feet per unit toward the total gross square footage); or covering more than 40 acres; or if any of the individual uses meets or exceeds a threshold as identified herein |
| (9) Airports                                                                          | All new airports runways and runway extensions                                                                                                                                                                                                                     | Any new airport with a paved runway; or runway additions of more than 25% of existing runway length                                                                                                                                                               |
| (10) Attractions & Recreational Facilities                                            | Greater than 1, 500 parking spaces or a seating capacity of more than 6, 000                                                                                                                                                                                       | Greater than 1, 500 parking spaces or a seating capacity of more than 6, 000                                                                                                                                                                                      |
| (11) Post-Secondary School                                                            | New school with a capacity of more than 2,400 students or expansion by at least 25 percent of capacity                                                                                                                                                             | New school with a capacity of more than 750 students or expansion by at least 25 percent of capacity                                                                                                                                                              |
| (12) Waste Handling Facilities                                                        | New facility or expansion of use of an existing facility by 50 percent or more                                                                                                                                                                                     | New facility or expansion of use of an existing facility by 50 percent or more                                                                                                                                                                                    |
| (13) Quarries, Asphalt &, Cement Plants                                               | New facility or expansion of existing facility by more than 50 percent                                                                                                                                                                                             | New facility or expansion of existing facility by more than 50 percent                                                                                                                                                                                            |
| (14) Wastewater Treatment Facilities                                                  | New facility or expansion of existing facility by more than 50 percent                                                                                                                                                                                             | New facility or expansion of existing facility by more than 50 percent                                                                                                                                                                                            |
| (15) Petroleum Storage Facilities                                                     | Storage greater than 50, 000 barrels if within 1, 000 feet of any water supply; otherwise storage capacity greater than 200, 000 barrels                                                                                                                           | Storage greater than 50, 000 barrels if within 1, 000 feet of any water supply; otherwise storage capacity greater than 200, 000 barrels                                                                                                                          |
| (16) Water Supply, Intakes/Reservoirs                                                 | New Facilities                                                                                                                                                                                                                                                     | New Facilities                                                                                                                                                                                                                                                    |
| (17) Intermodal Terminals                                                             | New Facilities                                                                                                                                                                                                                                                     | New Facilities                                                                                                                                                                                                                                                    |
| (18) Truck Stops                                                                      | A new facility with more than three diesel fuel pumps; or spaces.                                                                                                                                                                                                  | A new facility with more than three diesel fuel pumps; or containing a half acre of truck parking or 10 truck parking spaces.                                                                                                                                     |
| ( 19 ) Any other development types not identified above (includes parking facilities) | 1000 parking spaces                                                                                                                                                                                                                                                | 1000 parking spaces                                                                                                                                                                                                                                               |

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**DISCLOSURE STATEMENT****(Please check one)****Campaign contributions:**      ☐ **No**                      ☐ **Yes (see attached disclosure report)**

TITLE 36. LOCAL GOVERNMENT

PROVISIONS APPLICABLE TO COUNTIES AND MUNICIPAL CORPORATIONS

CHAPTER 67A. CONFLICT OF INTEREST IN ZONING ACTIONS

O.C.G.A. § 36-67A-3 (2011)

## § 36-67A-3. Disclosure of campaign contributions

(a) When any applicant for rezoning action has made, within two years immediately preceding the filing of that applicant's application for the rezoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(1) The name and official position of the local government official to whom the campaign contribution was made; and

(2) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the rezoning action is first filed.

(c) When any opponent of a rezoning action has made, within two years immediately preceding the filing of the rezoning action being opposed, campaign contributions aggregating \$250.00 or more to a local government official of the local government which will consider the application, it shall be the duty of the opponent to file a disclosure with the governing authority of the respective local government showing:

(1) The name and official position of the local government official to whom the campaign contribution was made; and

(2) The dollar amount and description of each campaign contribution made by the opponent to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(d) The disclosure required by subsection (c) of this Code section shall be filed at least five calendar days prior to the first hearing by the local government or any of its agencies on the rezoning application.

**HISTORY:** Code 1981, § 36-67A-3, enacted by Ga. L. 1986, p. 1269, § 1; Ga. L. 1991, p. 1365, § 1; Ga. L. 1993, p. 91, § 36.



## CHECKLIST OF ITEMS REQUIRED FOR REZONING REQUEST

*(All applications/documentation must be complete at the time of application submittal or the application will not be accepted)*

- ☐ Application form and all required attachments completed, signed, and notarized, as applicable.
- ☐ Copy of latest recorded deed, including legal description of the boundaries of the subject property to be rezoned.
- ☐ Boundary Survey (Separate from Conceptual Plan; 1 paper copy and 1 electronic copy in .pdf format), drawn to scale, showing north arrow, land lot and district, dimensions, and street location of the property, prepared (signed & sealed) by a land surveyor.
- ☐ Legal Description (must have metes and bounds) – 1 paper copy and 1 electronic copy in Microsoft Word .docx format
- ☐ A letter from the ownership of the homeowners' association (HOA) in a residential subdivision, or a property owner's association (POA) or developer/property management entity in a nonresidential subdivision, granting this application
- ☐ Conceptual Plan (1 paper copy and 1 electronic file in .pdf format). The Conceptual Plan is not required to be signed and sealed by a registered surveyor, engineer or architect. The Conceptual Plan may be prepared on the boundary line survey; however it is required to be drawn to scale, and include all applicable items below:
  - \_\_\_\_\_ a. The total area of the subject property to be rezoned (to the nearest one-hundredth of an acre), the existing zoning district(s) of the subject property, and the area within each zoning district if more than one district.
  - \_\_\_\_\_ b. Approximate location and size of proposed structures, use areas and improvements (parking spaces, and aisles, drives, etc.) on the subject property for non-residential rezoning requests, including labeling the proposed use of each proposed structure/use area.
  - \_\_\_\_\_ c. General layout of a proposed subdivision (residential or non-residential) including the delineation of streets and lots. The items of b. above are not required in this instance but may be included if known.
  - \_\_\_\_\_ d. Approximate location and size of existing structures and improvements on the parcel, if such are to remain. Structures to be removed must be indicated and labeled as such.
  - \_\_\_\_\_ e. Minimum zoning setbacks and buffers, as applicable.
  - \_\_\_\_\_ f. Location of all existing and proposed easements and streets on or adjacent to the subject property, indicating type and width of existing and proposed easements and centerline of streets including width of right-of-way.
  - \_\_\_\_\_ g. Location and dimensions of exits/entrances to the subject property.
  - \_\_\_\_\_ h. Approximate location and elevation of the 100-year flood plain and Watershed Protection Ordinance requirements, as applicable.
  - \_\_\_\_\_ i. Approximate location of proposed on-site stormwater facilities, including detention or retention facilities.
- ☐ A letter of intent for a non-residential rezoning request, including the proposed use(s).

Property 300 Milan Rd, Fayetteville, GA Page 31 of 171

54 acres - R-70 Zoning

Property owner seeks approval to restore & expand agricultural operations including livestock, greenhouses and crops while incorporating agribusiness and agritourism activities  
(Should be grandfathered)  
Historical Agricultural Use

- The property has been actively farmed for over 60 yrs. (livestock, crops, greenhouses) including post 2001
- Farming continued even after the 2001 blanket rezoning demonstrating ongoing agricultural activity
- Ancillary features, like a natural swimming pool, were secondary, the primary use has always been agricultural
- The closing documents include an agricultural/silvicultural disclosure, reflecting the lands historic agricultural character

### Proposed Agritourism & Farm Activities

- Livestock: educational animal experiences (goats, sheep, chicken)
- Crops & vineyard: vegetables, orchard crops, future small vineyard / wine production
- Farm Market - sale of crops & farm made goods - limited days



The blanket rezoning, (which Ms. S. Waiter, Page 32 of 171) was unaware of didn't reflect actual use of the property.

We simply want to return it to its historical agricultural function.

- Educational Agritourism - guided farm tour, petting zoo, seasonal farm events
- Small scale events / Tastings phased in after farm operations are established compliant with Georgia Agritourism Act

### Property Advantages

- Large acreage - 54 acres - ample buffers parking - low neighbor impact
- Setback from Road safe entrance / exit low visual / noise impact
- Evidence of historic farm use

Please recognize this property's historical and ongoing agricultural use.

This is restoring farm activity, not creating a purely commercial enterprise.

Not many large parcels are left in the area. We want to preserve nature & share it with schools, families & the like.

Also easy access to Hwy 74 & Hwy 85

## Special use permits

I would also like it to be known that Linda Waites has always had livestock on the property. A full cattle farm at one point. The property was also known as Spring Lake, it was the County swimming pool. There are still two diving boards remaining and the old hamburger stand. We are not looking to revive the water but for it to be a water feature. This property has meant a lot to many families & we would like to continue having them enjoy the property.

Thank you

Michael Hoff



Doc ID: 007638460002 Type: GLR  
 Filed: 10/23/2007 at 01:15:00 PM  
 Fee Amt: \$12.00 Page 1 of 2  
 Transfer Tax: \$0.00  
 Fayette, Ga. Clerk Superior Court  
 Sheila Studdard Clerk of Court  
 BK **3313** PG **212-213**

PLEASE RETURN TO:  
 LINDA LEE WAITES  
 300 MILAM ROAD  
 FAIRBURN, GEORGIA 30213

STATE OF GEORGIA  
 COUNTY OF HENRY

### QUITCLAIM DEED

THIS INDENTURE made the 1<sup>st</sup> day of November in the year two thousand and six, by

LINDA LEE WAITES

Of 300 Milam Road, the City of Fairburn, Georgia 30213, County of Fayette, State of Georgia as party of the first part, hereinafter called Grantor, and

LINDA LEE WAITES, Trustee, or her successors in trust, under the  
 WAITES LIVING TRUST, dated November 01, 2006 and any amendments thereto

Of 300 Milam Road, the City of Fairburn, Georgia 30213, County of Fayette, State of Georgia as party of the second part, hereinafter referred to as 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 LOVE AND AFFECTION and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, release, convey and forever QUITCLAIM unto the said Grantee property described on Exhibit A attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the said described premises together with any and all improvements located thereon, and any and all of the rights, members and appurtenances thereof to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right, title or interest to said premises or appurtenances, or any rights thereof.

Preparer has not performed a title examination or confirmed the legal description, and as such makes no representation with regard to the same.

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

GRANTOR:

Linda Lee Waites  
 LINDA LEE WAITES

Signed, sealed and delivered  
 in the presence of:

Linda J. Lee

Unofficial Witness

Diana Kay Doyal

Notary Public

My Commission Expires:

(NOTARY SEAL)

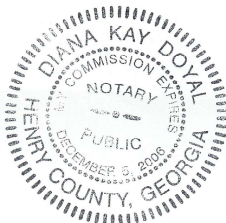
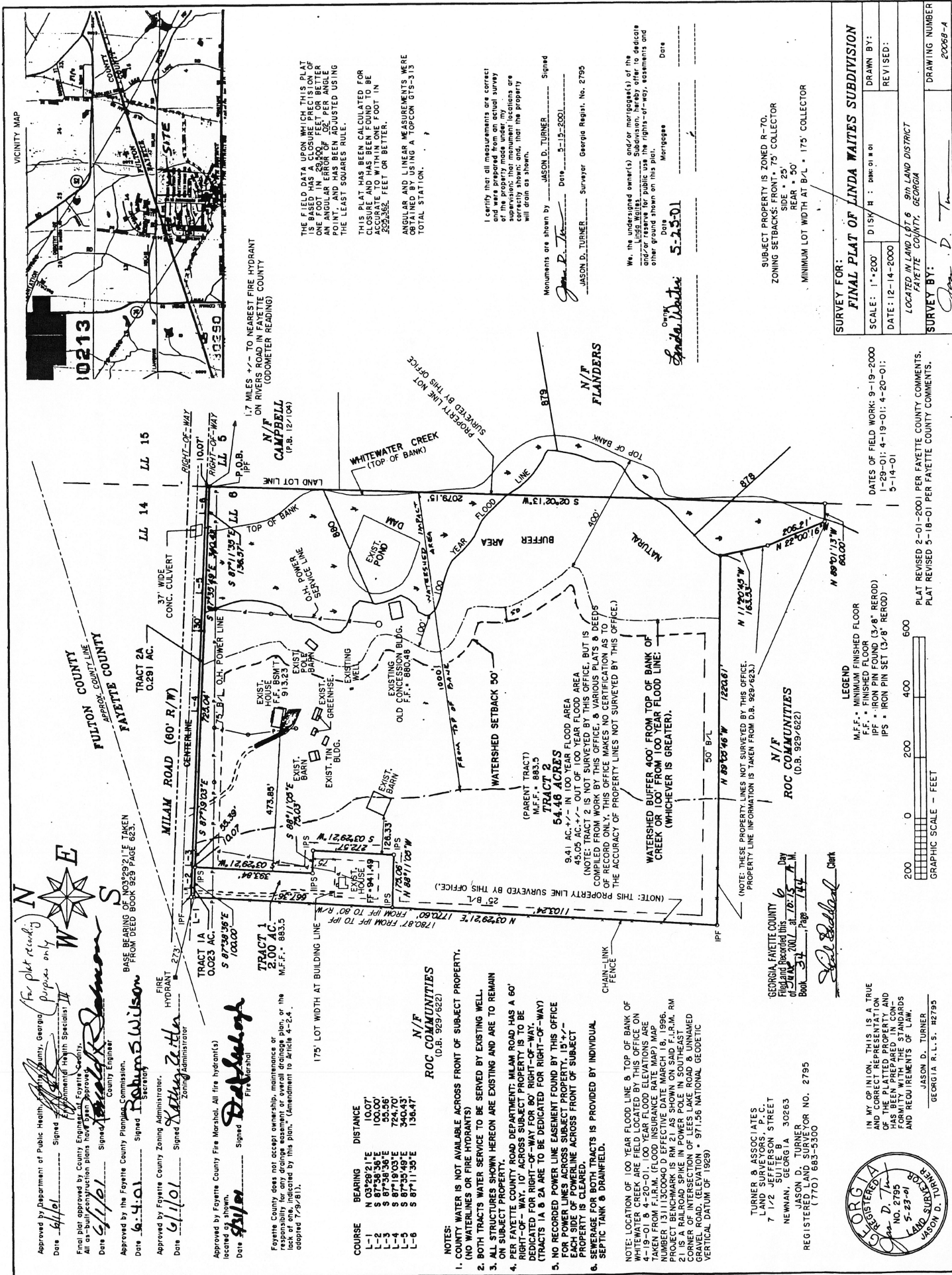


EXHIBIT A

ALL that tract or parcel of land lying and being in Land Lot 6 of the 9th Land District of Fayette County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin on the existing southern right of way of Milam Road and the eastern boundary line of Land Lot 6 and the western boundary line of Land Lot 5; running thence South 02 degrees 02 minutes 13 seconds West a distance of 2079.15 feet to a point; thence North 89 degrees 01 minutes 13 seconds West a distance of 60.00 feet to a point; thence North 22 degrees, 00 minutes, 16 seconds West a distance of 206.21 feet to a point; thence North 11 degrees 20 minutes 45 seconds West a distance of 163.53 feet to a point; thence North 89 degrees 05 minutes 46 seconds West a distance of 1220.61 feet to an iron pin found; thence North 03 degrees 29 minutes 21 seconds East a distance of 1103.24 feet to an iron pin; thence North 88 degrees 11 minutes 05 seconds West a distance of 175.06 feet to an iron pin; thence North 03 degrees 29 minutes 21 seconds East a distance of 272.57 feet to an iron pin; thence North 88 degrees 11 minutes 05 seconds West a distance of 75.03 feet to an iron pin; thence North 03 degrees 29 minutes 21 seconds East a distance of 393.84 feet to an iron pin; thence South 87 degrees 38 minutes 36 seconds East a distance of 55.39 feet to a point; thence South along the curvature of the southern right of way of Milam Road 87 degrees 19 minutes 03 seconds East a distance of 725.04 feet to a point; thence South 87 degrees 35 minutes 49 seconds East 340.42 feet to a point; thence 87 degrees 11 minutes 35 seconds East a distance of 136.57 feet to an iron pin at the point of beginning.

Said tract containing 54.46 acres and being Tract 2 according to a Final Plat of Linda Waites Subdivision dated December 14, 2000, as amended, prepared by Jason D. Turner, RLS No. 2795, and recorded on June 6, 2001 in Plat Book 34, Page 144, in the Fayette County, Georgia records; which plat is incorporated herein by reference to more clearly show the courses, distances, metes and bounds of the lands herein conveyed, being more commonly known as 300 Milam Rd.





Wednesday, May 20, 2026

Continued from page B2

Fayette County News B3

**FAYETTE COUNTY****PETITION FOR REZONING  
CERTAIN PROPERTIES IN  
UNINCORPORATED AREAS  
OF FAYETTE COUNTY, GEOR-  
GIA**

PUBLIC HEARING to be held before the Fayette County Planning Commission on Thursday, June 4, 2026, at 7:00 P.M., and before the Fayette County Board of Commissioners on Thursday, June 25, 2026, at 5:00 P.M., in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Public Meeting Room, First Floor, Fayetteville, Georgia.

Petition No: 1382-26

Parcel No: 0903 007

Owner: Waites Living Trust; Linda Lee Waites, Trustee Agent(s): Michelle Hoff

Zoning District: R-70

Area of Property: 54.46 acres

Land Lot(s)/District: Land Lot 6 of the 9th District

Fronts on: Milam Road

Proposed: Applicant proposes the following: To rezone 54.46 acres from R-70 (Single-Family Residential) to A-R Agricultural Residential (Single-Family).

A copy of the above is available in the office of the Fayette County Planning and Zoning Department, 140 Stonewall Avenue West, Suite 202, Fayetteville, Georgia.

Legal Description

**EXHIBIT A**

ALL that tract or parcel of land lying and being in Land Lot 6 of the 9th Land District of Fayette County, Georgia, and being more particularly described as follows: BEGINNING at an iron pin on the existing southern right of way of Milam Road and the eastern boundary line of Land Lot 6 and the western boundary line of Land Lot 5; running thence South 02 degrees 02 minutes 13 seconds West a distance of 2079.15 feet to a point; thence North 89 degrees 01 minutes 13 seconds West a distance of 60.00 feet to a point; thence North 22 degrees, 00 min-

utes, 16 seconds West a distance of 206.21 feet to a point; thence North 11 degrees 20 minutes 45 seconds West a distance of 163.53 feet to a point; thence North 89 degrees 05 minutes 46 seconds West a distance of 1220.61 feet to an iron pin found; thence North 03 degrees 29 minutes 21 seconds East a distance of 1103.24 feet to an iron pin; thence North 88 degrees 11 minutes 05 seconds West a distance of 175.06 feet to an iron pin; thence North 03 degrees 29 minutes 21 seconds East a distance of 272.57 feet to an iron pin; thence North 88 degrees 11 minutes 05 seconds West a distance of 75.03 feet to an iron pin; thence North 03 degrees 29 minutes 21 seconds East a distance of 393.84 feet to an iron pin; thence South 87 degrees 38 minutes 36 seconds East a distance of 55.39 feet to a point; thence South along the curvature of the southern right of way of Milam Road 87 degrees 19 minutes 03 seconds East a distance of 725.04 feet to a point; thence South 87 degrees 35 minutes 49 seconds East 340.42 feet to a point; thence 87 degrees 11 minutes 35 seconds East a distance of 136.57 feet to an iron pin at the point of beginning. Said tract containing 54.46 acres and being Tract 2 according to a Final Plat of Linda Waites Subdivision dated December 14, 2000, as amended, prepared by Jason D. Turner, RLS No. 2795, and recorded on June 6, 2001 in Plat Book 34, Page 144, in the Fayette County, Georgia records; which plat is incorporated herein by reference to more clearly show the courses, distances, metes and bounds of the lands herein conveyed, being more commonly

**Legals continued page B4**

**Continued from page B3**

known as 300 Milam Rd.  
5/20



# COUNTY AGENDA REQUEST

Page 38 of 171

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Michele Ball, in the amount of \$4,528.76 for tax year(s) 2023, 2024, and 2025.

## Background/History/Details:

When a taxpayer believes that an error has occurred, with respect to taxes paid to Fayette County on Real Estate and Personal Property tax bills, they have the right to request a refund under O.G.G.A. 48-5-380. This request is given to the Assessors' Office for review of the details. Appropriate recommendation(s) are then forwarded to the Board of Commissioners' for final consideration of said requests.

Request made by Michele Ball for residential property parcel 06-03 -093. On July 7, 2026, a request for a partial refund of taxes was received for tax years 2023, 2024, and 2025. The request was based on erroneous removal of the taxpayer's homestead exemption. Taxpayer is eligible under the refund statute for a refund for tax year(s) 2023, 2024, and 2025.

Board of Assessors recommends approval.

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

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Michele Ball, in the amount of \$4,528.76 for tax year(s) 2023, 2024, and 2025.

## 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:

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## MEMORANDUM

TO: Fayette County Board of Commissioners

FROM: Fayette County Board of Assessors

DATE: 7/7/26

Re: Tax Refund Request – Ball

Ms. Michele Ball has requested a partial refund of taxes for tax years 2023, 2024, and 2025 based on erroneous removal of her homestead exemption.

The homestead exemption was removed in error in 2022. The exemption was added back to the property for 2023 and subsequent years resulting in a refund due in the total amount of \$4,528.76.

The provisions of the refund statute were designed to enable correction of an error or illegality that exists in the record of assessment and is discovered after the payment of taxes. In this case, the homeowner's exemption was erroneously removed. Assessors' Office staff has confirmed that the property owner is eligible for the exemption and has corrected the error.

|                                  |      |            |
|----------------------------------|------|------------|
| <b>TOTAL REFUND RECOMMENDED:</b> | 2025 | \$1,799.06 |
|                                  | 2024 | \$1,168.83 |
|                                  | 2023 | \$1,560.87 |

# COUNTY AGENDA REQUEST

Page 40 of 171

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Robert Miller, in the amount of \$1,092.30 for tax year 2025.

## Background/History/Details:

When a taxpayer believes that an error has occurred, with respect to taxes paid to Fayette County on Real Estate and Personal Property tax bills, they have the right to request a refund under O.G.G.A. 48-5-380. This request is given to the Assessors' Office for review of the details. Appropriate recommendation(s) are then forwarded to the Board of Commissioners' for final consideration of said requests.

Request made by Robert Miller for residential property parcel 05-1617-001. On July 13, 2026, a request for a partial refund of taxes was received for tax year 2025. The request was based on erroneous removal of the taxpayer's homestead exemption. Taxpayer is eligible under the refund statute for a refund for tax year 2025..

Board of Assessors recommends approval.

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

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Robert Miller, in the amount of \$1,092.30 for tax year 2025.

## 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:



## MEMORANDUM

TO: Fayette County Board of Commissioners

FROM: Fayette County Board of Assessors

DATE: 7/13/26

Re: Tax Refund Request — Miller

Mr. Robert Miller has requested a partial refund of taxes for tax year 2025 based on erroneous removal of his homestead exemption.

The homestead exemption was removed in error in 2024. Mr. Miller is active duty military currently stationed out of state but maintains his home in Fayette County as his permanent residence. The exemption was added back to the property for 2025 resulting in a refund due in the amount of \$1,092.30.

The provisions of the refund statute were designed to enable correction of an error or illegality that exists in the record of assessment and is discovered after the payment of taxes. In this case, the homeowner's exemption was erroneously removed. Assessors' Office staff has confirmed that the property owner is eligible for the exemption and has corrected the error.

**TOTAL REFUND RECOMMENDED: 2025**

**\$1,092.30**

# COUNTY AGENDA REQUEST

Page 42 of 171

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Chase Shelton, in the amount of \$363.42 for tax year 2025.

## Background/History/Details:

When a taxpayer believes that an error has occurred, with respect to taxes paid to Fayette County on Real Estate and Personal Property tax bills, they have the right to request a refund under O.G.G.A. 48-5-380. This request is given to the Assessors' Office for review of the details. Appropriate recommendation(s) are then forwarded to the Board of Commissioners' for final consideration of said requests.

Request made by Chase Shelton for residential property parcel 05-0503-001. On July 1, 2026, a request for a partial refund of taxes was received for tax year 2025. The request was based on erroneous removal of the taxpayer's homestead exemption. Taxpayer is eligible under the refund statute for a refund for tax year 2025.

Board of Assessors recommends approval.

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

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Chase Shelton, in the amount of \$363.42 for tax year 2025.

## 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:

## MEMORANDUM

TO: Fayette County Board of Commissioners

FROM: Fayette County Board of Assessors

DATE: 7/1/26

Re: Tax Refund Request – Shelton

Mr. Chase Shelton has requested a partial refund of taxes for tax year 2025 based on omission of his homestead exemption.

The homestead exemption was applied for in 2025 for tax year 2025. The exemption coding was not added to his property record. It has now been added to the record for 2025 and subsequent years resulting in a refund due in the amount of \$363.42.

The provisions of the refund statute were designed to enable correction of an error or illegality that exists in the record of assessment and is discovered after the payment of taxes. In this case, the homeowner's exemption was not properly applied. Assessors' Office staff has confirmed that the property owner is eligible for the exemption and has corrected the error.

**TOTAL REFUND RECOMMENDED: 2025**

**\$363.42**

# COUNTY AGENDA REQUEST

Page 44 of 171

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Sarah Williams in the amount of \$1,000.28 for tax year 2025.

## Background/History/Details:

When a taxpayer believes that an error has occurred, with respect to taxes paid to Fayette County on Real Estate and Personal Property tax bills, they have the right to request a refund under O.G.G.A. 48-5-380. This request is given to the Assessors' Office for review of the details. Appropriate recommendation(s) are then forwarded to the Board of Commissioners' for final consideration of said requests.

Request made by Sarah Williams for residential property parcel 05-49 -020. On July 22, 2026, a request for a partial refund of taxes was received for tax year 2025. The request was based on removal of the taxpayer's homestead exemption due to fraudulent transfer of the property. Taxpayer is eligible under the refund statute for a refund for tax year 2025.

Board of Assessors recommends approval.

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

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Sarah Williams in the amount of \$1,000.28 for tax year 2025.

## 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:



## MEMORANDUM

TO: Fayette County Board of Commissioners

FROM: Fayette County Board of Assessors

DATE: 7/22/26

Re: Tax Refund Request – Williams

Ms. Sarah Williams has requested a partial refund of taxes for tax year 2025 based on erroneous removal of his homestead exemption.

The homestead exemption was removed in error in 2025. The exemption was added back to the property for 2025 resulting in a refund due in the amount of \$1,000.28.

The provisions of the refund statute were designed to enable correction of an error or illegality that exists in the record of assessment and is discovered after the payment of taxes. In this case, the homeowner's exemption was erroneously removed due to fraudulent transfer of the property. Assessors' Office staff has confirmed that the property owner is eligible for the exemption and has corrected the error.

**TOTAL REFUND RECOMMENDED: 2025**

**\$1,000.28**

# COUNTY AGENDA REQUEST

Page 46 of 171

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Terri Wright, in the amount of \$396.12 for tax year 2025.

## Background/History/Details:

When a taxpayer believes that an error has occurred, with respect to taxes paid to Fayette County on Real Estate and Personal Property tax bills, they have the right to request a refund under O.G.G.A. 48-5-380. This request is given to the Assessors' Office for review of the details. Appropriate recommendation(s) are then forwarded to the Board of Commissioners' for final consideration of said requests.

Request made by Terri Wright for residential property parcel 05-3308-004. On July 8 2026, a request for a partial refund of taxes was received for tax year 2025. The request was based on erroneous removal of the taxpayer's homestead exemption due to name change. Taxpayer is eligible under the refund statute for a refund for tax year 2025..

Board of Assessors recommends approval.

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

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Terri Wright, in the amount of \$396.12 for tax year 2025.

## 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:

## MEMORANDUM

TO: Fayette County Board of Commissioners

FROM: Fayette County Board of Assessors

DATE: 7/8/26

Re: Tax Refund Request – Wright

Ms. Terri Wright has requested a partial refund of taxes for tax year 2025 based on erroneous removal of her homestead exemption.

The homestead exemption was removed in error in 2024. Mr. Miller is active duty military currently stationed out of state but maintains his home in Fayette County as his permanent residence. The exemption was added back to the property for 2025 resulting in a refund due in the amount of \$396.12.

The provisions of the refund statute were designed to enable correction of an error or illegality that exists in the record of assessment and is discovered after the payment of taxes. In this case, the homeowner's exemption was erroneously removed. Assessors' Office staff has confirmed that the property owner is eligible for the exemption and has corrected the error.

**TOTAL REFUND RECOMMENDED: 2025**

**\$396.12**

**BOARD OF COUNTY COMMISSIONERS**

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

**FAYETTE COUNTY, GEORGIA**

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

140 Stonewall Avenue West  
 Public Meeting Room  
 Fayetteville, GA 30214

**MINUTES**

August 13, 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 August 13, 2026, Board of Commissioners meeting to order at 5:00 p.m. A quorum of the Board was present.

**Invocation and Pledge of Allegiance by Vice Chairman Edward Gibbons**

Vice Chairman Edward Gibbons gave the Invocation and led the audience in the Pledge of Allegiance.

**Acceptance of Agenda**

Commissioner Charles Oddo moved to approve the agenda as presented. Vice Chairman Gibbons seconded. The motion passed 5-0.

**PROCLAMATION/RECOGNITION:****1. Recognition of the Judging Teams and Project Achievement.**

Cara Rhodes with Fayette County Extension Office thanked the Board of Commissioners for their continued support and sponsorship. She briefed the Board on the Judging Teams and Project Achievement, noting that the judging events in 2026 included Poultry, Wildlife, and Cotton Boll & Consumer Judging. Students also participated in the annual region-wide public speaking competitions: both Cloverleaf Project Achievement (4th–6th grade) and District Project Achievement (7th–12th grade). Ms. Rhodes noted that the Board's support enabled all competitors to have the opportunity to participate free of charge and covered the cost of all supplies. Recognition was extended to all competitors, demonstrating that the Commissioners' support contributes to a meaningful cause and positively impacts youth development. Gratitude is expressed to the Commissioners.

**2. Recognition of the 4-H Archery Club's Coaches and Archers.**

Ms. Rhodes, on behalf of the Board, recognized the Fayette County 4-H Archery Club, which began in 2022 and, since that time, has fostered a community of dedicated archers and coaches. She stated that this recognition celebrated the achievements of the 2025/2026 competitors who participated in the Fall Indoor State Archery Tournament and the Spring Target Challenge Weekend.



Tournament. The 4-H program was grateful for the commitment and countless hours contributed by their four coaches. She noted that their guidance and support had made a lasting impact on the club and its members.

**3. Recognition of the Healing Bridge Clinic in Fayette County.**

Chairman Hearn presented a recognition to the Healing Bridge Clinic, located in Peachtree City, Georgia, acknowledging their hard work, service, and dedication to residents of Fayette County. Mr. Conaway stated that the Healing Bridge Clinic provided non-emergency medical care and resources for Fayette County residents. These services included general medicine, cardiology, dermatology, dental (limited), and vision (limited), mental health counseling, addiction counseling, physical therapy, spiritual resources, orthopedic services, podiatry care, and women's wellness.

The Board expressed their appreciation for these services and for the Healing Bridge Clinic standing in the gap for those who need care and are unable to afford it.

**PUBLIC HEARING:**

**PUBLIC COMMENT:**

**Carol Martin of Peachtree City** expressed her concern regarding data centers, asking the Board various questions regarding data centers in Fayette County.

**CONSENT AGENDA:**

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

- 4. Approval of the Georgia Department of Transportation's Title VI Non-Discrimination Agreement and Assurances.**
- 5. Approval to award Bid #26136-B to the lowest responsive, responsible bidder, Reedwick, LLC, in the amount of \$183,068.85 for construction of the traffic signal at the intersection of Banks Road and Ellis Road and approval for staff to create a new project number out of 2017 SPLOST 17TAG.**
- 6. Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Jeffrey Hornfeck, in the amount of \$7,192.27 for tax year 2025.**
- 7. Approval for staff to create a new project number utilizing 2017 SPLOST Stormwater Category IV Project (17SAS) funds for the culvert replacement near 110 Deerfield Lane in the amount of \$134,988.00.**
- 8. Approval for staff to create a new project number utilizing 2017 SPLOST Stormwater Category IV (17SAS) funds for the culvert replacement near 141 Tall Pine Drive in the amount of \$65,060.00.**
- 9. Approval for staff to create a new project number utilizing 2017 SPLOST Stormwater Category IV (17SAS) funds for the replacement of stormwater infrastructure near 180 Pine Knot Road in the amount of \$58,207.00.**
- 10. Approval for staff to create a new project number utilizing 2017 SPLOST Stormwater Category IV (17SAS) funds for the culvert replacement near 210 Gingercake Trail in the amount of \$64,260.00.**
- 11. Approval for staff to create a new project number utilizing 2017 SPLOST Stormwater Category IV (17SAS) funds for the culvert replacement near 240 Ponderosa Drive in the amount of \$63,760.00.**
- 12. Approval of a budget transfer in the amount of \$43,605.18 from 2017 SPLOST Category IV (17SAS) to 2017 SPLOST Category III Gingercake Trail (271) Culvert Replacement project 20SAN.**

13. **Approval of a budget transfer in the amount of \$43,383.12 from 2017 SPLOST Category IV (17SAS) to 2017 SPLOST Category III Tall Pine Drive (171) Culvert Replacement project 20SAO.**
14. **Approval of a budget transfer in the amount of \$31,345.18 from 2017 SPLOST Category IV (17SAS) to 2017 SPLOST Category III Gingercake Trail (161) Culvert Replacement project 20SAQ.**
15. **Acknowledgment of, and authorization from the Board of Commissioners to sign the Equitable Sharing Agreement and Annual Certification as required by the US Department of Justice and the US Department of the Treasury.**
16. **Approval to award ITB #27004-B Lease of County Property – 211 First Manassas Mile Road to Complete Resource Management (CRM).**
17. **Approval of the July 9, 2026, Board of Commissioners Meeting Minutes.**

**OLD BUSINESS:**

**NEW BUSINESS:**

18. **Request to approve a purchase order for \$194,450.98 to The Hon Company, LLC and a purchase order for \$70,875.77 to Staples Contract & Commercial, LLC for furniture and equipment for the new Multi-Use Recreation Facility for a total amount of \$265,326.75.**

Parks and Recreation Director Anita Godbee stated that this item was seeking approval of a purchase order for \$194,450.98 to The Hon Company, LLC and a purchase order for \$70,875.77 to Staples Contract & Commercial, LLC for furniture and equipment for the new Multi-Use Recreation Facility. Ms. Godbee stated that the new Multi-Use Recreation Facility project was on schedule to be completed by the end of October 2026. All office furniture and equipment was on a 6–8-week lead time, which meant that orders needed to be placed by the beginning of August. The Project Team was working with HON / Staples, a pre-qualified preferred supplier with Georgia State Contract pricing for all the office/community room/meeting rooms/activity rooms and equipment for the whole facility. Ms. Godbee asked for the Board's approval of this purchase.

Vice Chairman Gibbons moved to approve a purchase order for \$194,450.98 to The Hon Company, LLC and a purchase order for \$70,875.77 to Staples Contract & Commercial, LLC for furniture and equipment for the new Multi-Use Recreation Facility for a total amount of \$265,326.75. Commissioner Rousseau seconded. The motion passed 5-0.

19. **Request to award Contract #27002-S to CDW Government, LLC, to renew the County's Microsoft Enterprise Agreement for the total three-year commitment amount of \$838,224.48.**

Information Technology Director Robert McCool stated that this item was seeking Board approval to award Contract #27002-S to CDW Government, LLC, to renew the County's Microsoft Enterprise Agreement for the total three-year commitment amount of \$838,224.48.

Vice Chairman Gibbons moved to approve to award Contract #27002-S to CDW Government, LLC, to renew the County's Microsoft Enterprise Agreement for the total three-year commitment amount of \$838,224.48. Commissioner Oddo seconded.

Commissioner Oddo asked for a brief overview of what these services provide.

Mr. McCool stated that Fayette County relied on Microsoft Enterprise Agreement licensing for email, Microsoft 365 government cloud services, identity and access management, cybersecurity services, collaboration tools, desktop productivity applications,

Windows Server and Core CAL licensing, SQL Server software assurance, and related Microsoft services used in daily County operations.

Vice Chairman Gibbons moved to approve to award Contract #27002-S to CDW Government, LLC, to renew the County's Microsoft Enterprise Agreement for the total three-year commitment amount of \$838,224.48. Commissioner Oddo seconded. The motion passed 5-0.

**20. Request to approve a five-year maintenance plan with Motorola for the Flex Computer Aided Dispatch (CAD) system in the total amount of \$300,027.00, plus possible CPI or other increases.**

911 Communication Director, Kayte Vogt, stated that this request was seeking approval for a five-year maintenance plan with Motorola for the Flex Computer Aided Dispatch (CAD) system. She stated that Fayette County 911 had utilized many versions of the current CAD system through Motorola as a result of its acquisition of Spillman, our previous CAD vendor. She stated that the total amount of the system was \$300,027.00, plus possible CPI or other increases. Ms. Vogt noted that moving to the new suite provided several benefits and additional hybrid features such as the CAD Web Client, CAD Continuity, CommandCentral Responder CAD, Assist Map, and Agency Alerting.

Vice Chairman Gibbons moved to approve a five-year maintenance plan with Motorola for the Flex Computer Aided Dispatch (CAD) system in the total amount of \$300,027.00, plus possible CPI or other increases. Commissioner Oddo seconded. The motion passed 5-0.

**ADMINISTRATOR'S REPORTS:**

**WATER SYSTEM CHEMICALS & ON-GOING FUNCTIONS**

- A. 2573-S, Renewal 1: Seaquest
- B. 26114-A: 78% Sulfuric Acid NSF< Copper Sulfate, and Sodium Silica Fluoride
- C. 26129-S Lime
- D. Contract 27012-S: Annual Purate
- E. 2561-A, Renewal 1: Dried Residuals Removal
- F. 2378-S: Water System Engineer of Record Task Order 27-1: On-Call Support Services
- G. 26113-S Carusol-20 Sodium Permanganate

**ROAD CONSTRUCTION & MAINTENANCE**

- H. Contract 2018-P, Task Order 63, C.O. 1: County Line Roundabout
- I. Contract 2594-A, Renewal 1: Dust Control Service
- J. Contract 26138-A: Annual Hauling
- K. Contract 2595-A, Renewal 1: Annual Rock Contract

**FIRE SERVICES ANNUAL NEEDS**

- L. 2376-A, Renewal 2: Annual Firefighter Physicals
- M. 2542-A, Renewal 1: Firefighter Uniforms
- N. 26130-S: Stryker Maintenance Agreement

**COUNTY PROPERTY MAINTENANCE**

- O. Contract 2525-B, Renewal 1: Grass Cutting Services at Kiwanis, Brooks, & Kenwood Parks
- P. Contract 26101-B: Grass Cutting Services Justice Center and McCurry Park
- Q. Contract 2540-A, Renewal 1: Waste Disposal Services

**R. Contract 2532-P, Renewal 1: Security Camera System Maintenance**

**OTHER**

- S. Contract 27009-S: Comprehensive Plan Five-Year Update**
- T. Contract 2531-P, Renewal 1: Business Personal Property Compliance Audits**
- U. Contract 2388-P, Renewal 2: Auditing Services**
- V. Contract 26145-S ClearGov Software**

**Hot Projects**

Mr. Rapson stated that he provided the Board with the Hot Topics updates to the Parks and Recreation Multi-Use Facility, multipurpose facility, Darren Drive culvert replacement, Cross Creek culvert replacement, Brandon Mill Circle culvert replacement, Justice Center buildout, Kenwood Road and Morning Bridge, and the Crosstown Generator Project.

**Animal Shelter Phase II Groundbreaking Ceremony**

Mr. Rapson highlighted the Animal Shelter Phase II Groundbreaking Ceremony that was held at 3:30 on August 13<sup>th</sup> despite the rain.

**ATTORNEY'S REPORTS:**

**Notice of Executive Session:** County Attorney Dennis Davenport stated that there were eight items for Executive Session. Three items involving threatened litigation, one item involving pending litigation, three real estate items, and the review of the July 9, 2026 Executive Session Minutes.

**COMMISSIONERS' REPORTS:**

**Commissioner Rousseau**

Commissioner Rousseau responded to concerns raised by Ms. Martin and noted that several involved responsibilities shared by the county and the city. Ms. Martin and other interested residents were invited to participate in the upcoming comprehensive plan review, which would allow the community to learn about and provide input on the county's long-range plans. Commissioner Rousseau also thanked Healing Bridges for helping address a growing community need and offered to assist the organization in identifying additional physicians willing to provide pro bono services. He concluded by announcing a quarterly communitywide meeting scheduled for Saturday at 10:00 a.m. at Liberty Baptist Church. The meeting would address residents' concerns and provide updates on previously raised matters affecting the community.

**Commissioner Oddo**

Commissioner Oddo recognized Chief Hill for graduating another class of 15 recruits, approximately half of whom were associated with the county. He also recognized Judge Thompson's recent Veterans Drug Court graduation and commended the participating veterans for their military service and efforts to improve their lives. Commissioner Oddo also reported on a magnitude 7.4 earthquake near Cali, Colombia, where members of his wife's family lived. He stated that the earthquake lasted approximately two minutes and caused extensive damage, including collapsed high-rise buildings, damage to an airport terminal, and damage to a century-old cathedral. The Commissioner reported that approximately 4,000 people were missing and nearly 300 deaths had been confirmed at that time. Commissioner Oddo noted that while his immediate family members were safe, they had experienced significant property damage. Commissioner Oddo described rescue and relief efforts conducted by residents, including his brother-in-law, who helped distribute food and water and assisted with community recovery activities. International assistance reportedly had been provided by the United States, Israel, Mexico, El Salvador, and Ecuador. He emphasized that many Colombian residents in the local community had relatives affected by the disaster. Residents interested in providing financial assistance were encouraged to research established relief organizations, including CARE in Atlanta and the Colombian Red Cross. He concluded by requesting prayers not only for his extended family but for all of the people of Colombia.



### **Chairman Hearn**

Chairman Hearn provided an update following a two-and-a-half-hour Atlanta Regional Commission meeting. Staff was asked to advertise and arrange for the nomination of a county representative to serve on the ARC Aging Committee. The Chairman emphasized the importance of maintaining representation because the county received significant ARC funding for its senior center and related programs. He advised that the ARC's county contribution rate had increased from \$120 to \$130 per capita. Such adjustments generally occurred every four to six years, and the estimated financial impact to the county was approximately \$15,000, subject to confirmation during the budget process. Chairman Hearn offered to share the ARC meeting materials and expressed appreciation for the opportunity to represent Fayette County residents.

### **Vice Chairman Gibbons**

Vice Chairman Gibbons asked to have the County Administrator review and update the county's policy and procedure manual. The revisions were to reflect the county's current operating practices and ensure that the written policies were consistent with how business was being conducted. Chairman Hearn agreed to conduct a complete review.

### **EXECUTIVE SESSION**

Three items involving threatened litigation, one item involving pending litigation, three real estate items, and the review of the July 9, 2026 Executive Session Minutes.

Vice Chairman Gibbons moved to go into Executive Session. Commissioner Oddo seconded. The motion passed 5-0.

The Board recessed into Executive Session at 5:44 p.m. and returned to Official Session at 6:32 p.m.

**Return to Official Session and Approval to Sign the Executive Session Affidavit:** Commissioner Oddo moved to return to Official Session and for the Chairman to sign the Executive Session Affidavit. Vice Chairman Gibbons seconded. The motion passed 5-0.

**Approval of the July 9, 2026 Executive Session Minutes:** Commissioner Oddo moved to approve the July 9, 2026 Executive Session Minutes. Vice Chairman Gibbons seconded. The motion passed 5-0.

### **Development Authority**

County Attorney Dennis Davenport stated that the Board had recently approved a quick claim deed to convey about 6.5 acres of property to the Fayette County Development Authority over at Falcon Field. He continued, stating that a reverter clause was included in the quick claim deed, noting that if that property was used for anything other than aviation purposes or if a roadway was built connecting to Fayette County, the property would revert back to Fayette County. The Development Authority has plans to develop this property for aviation purposes through a grant with the Federal Aviation Administration (FAA). However, the language included in the reverter clause of the quick claim deed has raised concern and hesitation in providing requested funding on property that could possibly revert back to another entity. Mr. Davenport stated that The Development Authority has proposed that the County reconvey this property via a quick claim deed and process a bifurcation of the reverter clause such that if the portion that's to be developed for aviation purposes was developed for other than aviation purposes that property would revert back to the County or if the portion were a roadway would need to go on the property was used for a roadway that was prohibited that portion would revert back to the County, but the construction of a roadway would not cause the entire 6.5 acre to revert back.

Vice Chairman moved to bifurcate the reverter clause. Commissioner Oddo seconded. The motion passed 5-0.

Mr. Davenport stated that, as part of this, additionally, when the property was conveyed, there was no legal description for the 6.5 acres. It was known that the County general owned a 34- acre parent tract in the area. He advised that the title insurance

company, which was looking to ensure title to the property, asked the Development Authority to provide an official legal description. The Development Authority had a survey conducted and compiled a legal description of the property. Mr. Davenport noted that the title company was concerned because initially there was no legal description, but one had since been established; they want to ensure there are no claims to the property by Fayette County. He explained that the way to do this was to convey via a quick claim any interest the County may have in the 34-acre parent tract.

Vice Chairman Gibbons moved to waive all the County's interest in 34-acres. Commissioner Oddo seconded. The motion passed.

**ADJOURNMENT:**

Vice Chairman Gibbons moved to adjourn the August 13, 2026, Board of Commissioners meeting. Commissioner Oddo seconded. The motion passed 5-0.

The August 13, 2026, Board of Commissioners meeting adjourned at 6:35 p.m.

---

Marlena Edwards, Chief Deputy County Clerk

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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 27<sup>th</sup> day of August 2026. Attachments are available upon request at the County Clerk's Office.

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Marlena Edwards, Chief Deputy County Clerk

# COUNTY AGENDA REQUEST

Page 55 of 171

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Request to approve the proposed 2027 Local Maintenance & Improvement Grant (LMIG) project list for unincorporated Fayette County.

## Background/History/Details:

The Georgia Department of Transportation's (GDOT) LMIG program is designed to help local governments make needed improvements to local and state roads. Fayette County's LMIG formula amount for FY 2027 is \$1,160,440.42.

In accordance with LMIG program guidelines, County staff has prepared a project list in excess of this amount. The focus of the 2027 list is on roadway pavement maintenance; including asphalt resurfacing, milling, patching, micro surfacing and full depth reclamation. A minimum 30 percent match (\$348,132.13) of the LMIG funding is required on all projects.

Fayette County's LMIG application and project list must be submitted to GDOT by January 1, 2027. A check for the grant, up to \$1,160,440.42 will then be sent to Fayette County.

Fayette County received \$1,096,550.28 for 2026 LMIG annual amount.

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

Approval of the proposed 2027 Local Maintenance & Improvement Grant (LMIG) project list and application for unincorporated Fayette County.

## If this item requires funding, please describe:

Funds are available in 10040220-521316 LMG27. Any budget adjustments or transfers will take place after the funds have been awarded and accepted by the Board of Commissioners.

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:

## SIGNATURE PAGE INSTRUCTIONS

1. For a Fiscal Year **2027 LMIG Application**, please sign and attach the Signature Page on Page 2 below, that has Fiscal Year 2027 in the title. Also sign and attach page 3, titled “Certification of Compliance with Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation”. Complete and include the “Previous Grant Completion Status” document on Page 4.
2. For a Fiscal Year **2026 LRA Application** (supplemental), please sign and attach the Signature Page on Page 5 below, that has Fiscal Year 2026 LRA in the title. Also sign and attach page 6, titled “Certification of Compliance with Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation”. Complete and include the “Previous Grant Completion Status” document on Page 7.



**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT  
GRANT (LMIG) APPLICATION FOR FISCAL YEAR 2027 LMIG**  
***TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.***

**LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION**

I, \_\_\_\_\_ (Name), the \_\_\_\_\_ (Title), on behalf of \_\_\_\_\_ (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), Immigration Sanctuary Policies; prohibition; penalties (O.C.G.A. § 36-80-23), and the Local Government Budgets and Audits Act (O.C.G.A. § 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment Act (TIA) (O.C.G.A. § 48-8-240).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a project shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print)

Mayor / Commission Chairperson

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

**LOCAL GOVERNMENT SEAL (required):**

\_\_\_\_\_  
E-Verify Number

Sworn to and subscribed before me,

This \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

In the presence of:

NOTARY PUBLIC

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

**NOTARY PUBLIC SEAL (required):**

**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 Local Governing Body, certifies that the Local Governing Authority:

- 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 Local Governing Body 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

---

Printed Name of Authorized Officer or Agent

---

Title of Authorized Officer or Agent

---

Date

## Previous Grant Completion Status (for FY 2027 LMIG)

| Fiscal Year | Grant Type | Percent Complete % | SFE Submitted (Y/N) | Comments                                                                               |
|-------------|------------|--------------------|---------------------|----------------------------------------------------------------------------------------|
| 2026        | LRA        | 0%                 | N                   | Scheduled to begin this work in October 2026                                           |
| 2026        | LMIG       | 99%                | N                   | Working on closing this project out with contractor, expected to be closed by October. |
| 2025        | LRA        | 99%                | N                   | Working on closing this project out with contractor, expected to be closed by October. |
| 2025        | LMIG       | 100%               | N                   | Working on submitting closing out paperwork                                            |
| 2024        | LRA        | 100%               | N                   | Working on submitting closing out paperwork                                            |
| 2024        | LMIG       | 100%               | N                   | Submitted 6-30-2024                                                                    |
| 2023        | LMIG       | 100%               | N                   | Submitted 10-2-2023                                                                    |
|             |            |                    | N                   |                                                                                        |
|             |            |                    | N                   |                                                                                        |
|             |            |                    | N                   |                                                                                        |

**For the FY 2027 LMIG Application:** Please complete and attach this page with your Signature Page.

1. Grant Type: (LMIG or Local Road Assistance 'LRA')
2. Percent Complete: ( 0% - 100%)
3. SFE Submitted: For grants that are 100% complete, indicate whether the Statement of Final Expenditures (SFE), with supporting documents, has been submitted to the Georgia Department of Transportation, by a "Y" for yes or a "N" for no.

**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 Local Governing Body, certifies that the Local Governing Authority:

- 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 Local Governing Body 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

---

Printed Name of Authorized Officer or Agent

---

Title of Authorized Officer or Agent

---

Date

Form Date - May 10, 2024



**2027 LMIG PROJECT REPORT**  
**COUNTY/CITY: FAYETTE COUNTY**

| ROAD NAME                 | BEGINNING          | ENDING          | LENGTH<br>(Miles) | DESCRIPTION OF WORK | CONTRACTOR<br>PROJECT COST |
|---------------------------|--------------------|-----------------|-------------------|---------------------|----------------------------|
| Alconbury Court           | Kenley Drive       | Dead End        | 0.24              | HA5 Mineral Bond    | \$16,896.00                |
| Avalon Drive              | Brittany Way       | Dead End        | 0.31              | Resurfacing         | \$88,350.00                |
| Bankstown Rd Decel Lane   | Kenley Drive       | Kenley Drive    | 0.02              | HA5 Mineral Bond    | \$1,408.00                 |
| Brittany Way              | SR 54              | Dead End        | 0.48              | Resurfacing         | \$136,800.00               |
| Brockton Court            | Nandover Way       | Dead End        | 0.11              | Resurfacing         | \$31,350.00                |
| Brogdon Road              | SR 92              | Longview Road   | 2.15              | Micro Surfacing     | \$334,505.60               |
| Camelot Drive             | Graves Road        | Graves Road     | 1.56              | Resurfacing         | \$444,600.00               |
| Carol Drive               | Hood Road          | Dead End        | 0.23              | Resurfacing         | \$65,550.00                |
| Chateau Dr                | Brittany Way       | Avalon Dr       | 0.24              | Resurfacing         | \$68,400.00                |
| County Line Rd @ Inman Rd | S. Jeff Davis Dr   | Northbridge Rd  | 0.05              | Resurfacing         | \$14,250.00                |
| Fairfax Court             | Nandover Way       | Dead End        | 0.05              | Resurfacing         | \$14,250.00                |
| Farrington Court          | Grandchester Way   | Dead End        | 0.08              | Resurfacing         | \$22,800.00                |
| Fayettevilla Ct           | Chateau Dr         | Dead End        | 0.18              | Resurfacing         | \$51,300.00                |
| Forest Drive              | Gingercake Road    | Dead End        | 0.40              | Resurfacing         | \$114,000.00               |
| Gloucester Drive          | Wilmington Ln      | Dead End        | 0.39              | Resurfacing         | \$111,150.00               |
| Grandchester Way          | Seay Road          | SR 85           | 0.83              | Resurfacing         | \$236,550.00               |
| Grant Road                | Brook Woolsey Road | McIntosh Road   | 4.05              | Mill Patching       | \$50,000.00                |
| Hampton Way               | N. Fayette Drive   | Wililmington Ln | 0.15              | FDR and Paving      | \$75,000.00                |
| Hood Road                 | Gingercake Road    | Dead End        | 0.49              | Resurfacing         | \$139,650.00               |
| Horseshoe Circle          | Redwine Road       | Redwine Road    | 0.53              | FDR and Paving      | \$265,000.00               |
| Kenley Drive              | Bankstown Road     | Dead End        | 0.28              | HA5 Mineral Bond    | \$19,712.00                |
| King Arthur Court         | Camelot Drive      | Dead End        | 0.09              | Resurfacing         | \$25,650.00                |
| Merlin Court              | Camelot Drive      | Dead End        | 0.21              | Resurfacing         | \$59,850.00                |
| Monarch Drive             | Redwine Road       | Dead End        | 0.31              | FDR and Paving      | \$155,000.00               |
| N. Fayette Ct             | N. Fayette Drive   | Dead End        | 0.43              | Resurfacing         | \$122,550.00               |
| Nandover Way              | Grandchester Way   | Dead End        | 0.24              | Resurfacing         | \$68,400.00                |
| Peters Road               | SR 92              | County Line     | 0.59              | Resurfacing         | \$168,150.00               |
| Pineview Terrance         | Carol Drive        | Timberlane Tr   | 0.21              | Resurfacing         | \$59,850.00                |
| Princeton Trace           | SR 314             | Dead End        | 0.52              | FDR and Paving      | \$260,000.00               |
| Ryan Court                | Grandchester Way   | Dead End        | 0.07              | Resurfacing         | \$19,950.00                |
| Selena Court              | Grandchester Way   | Dead End        | 0.23              | Resurfacing         | \$65,550.00                |
| Sharon Court              | Hood Road          | Dead End        | 0.06              | Resurfacing         | \$17,100.00                |
| Sir Lancelot Court        | Camelot Drive      | Dead End        | 0.13              | Resurfacing         | \$37,050.00                |
| Timberlane Trail          | Hood Road          | Forest Drive    | 0.19              | FDR and Paving      | \$95,000.00                |
| Victor Lane               | New Hope Road      | Dead End        | 0.15              | Resurfacing         | \$42,750.00                |
| Watertown Way             | Grandchester Way   | Dead End        | 0.20              | Resurfacing         | \$57,000.00                |
| Windham Way               | Grandchester Way   | Dead End        | 0.18              | Resurfacing         | \$51,300.00                |
| Woolsey Park Drive        | Hampton Road       | Dead End        | 0.52              | Resurfacing         | \$148,200.00               |

|                     |                |       |                 |                |
|---------------------|----------------|-------|-----------------|----------------|
| 2027 Formula Amount | \$1,160,440.42 | 16.10 | ESTIMATED TOTAL | \$3,511,417.60 |
| 2027 County Match   | \$348,132.13   |       |                 |                |
| 2027 TOTAL          | \$1,508,572.55 |       |                 |                |

# COUNTY AGENDA REQUEST

Page 62 of 171

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Request to approve Contract #2018-P: Public Works Engineer of Record, Task Order #64, Change Order #1 (not to exceed \$512,160.20) to POND for completion of final design and NEPA requirements for the Sandy Creek Road at Ellison Road Roundabout (Project #25TAB) and reallocation of \$474,661.00 from the 2017 SPLOST Project #17TAG (Intersection Safety Improvements) to Project #25TAB.

## Background/History/Details:

The intersection of Sandy Creek Road and Ellison Road is a minor-stop controlled T-intersection. It was identified as one of the unincorporated County's high-priority ("hot spot") intersections in the 2025 Safety Action Plan and was subsequently included in the Safe Streets and Roads for All (SS4A) Implementation Grant application submitted in June 2025.

As part of the grant application, the County committed to advancing design using local funds to help meet the federal requirement to complete construction within five years. In late December 2025, Fayette County was notified of the SS4A grant award for construction of the roundabout and is currently working with the Federal Highway Administration (FHWA) to execute the grant agreement.

The project has continued to advance using local funds, including completed survey work and concept development. Additional funding is needed to complete final design and NEPA requirements so the project is ready to proceed to construction upon execution of the federal grant agreement.

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

Approval of Contract #2018-P, Task Order #64, Change Order #1 (not to exceed \$512,160.20) to POND for the Sandy Creek Road at Ellison Road Roundabout (Project #25TAB) and reallocation of \$474,661.00 from the 2017 SPLOST Project #17TAG to Project #25TAB.

## If this item requires funding, please describe:

Funding for this is available from the 2017 SPLOST, Project #25TAB (Intersection Safety Improvements), once transfers are complete.

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:

No grants funds are being used for this phase of the project.



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

To: Steve Rapson

Through: Ted L. Burgess *TB*

From: Sherry White *SW*

Date: August 27, 2026

**Subject: Contract #2018-P: Public Works Engineer of Record  
 Task Order #64: Sandy Creek Rd @ Ellison Rd – Concept Design  
 Change Order #1: Final Design and NEPA**

Fayette County entered into an Engineer of Record contract with Pond & Company to provide various engineering services for Public Works. The county has requested assistance from POND to submit a proposal for transportation engineering services for the above referenced project.

The work in the original task order was to evaluate the intersection of Sandy Creek Road at Ellison Road to determine any environmental resources, existing and proposed operations, and intersection control and configuration.

This change order is to prepare the environmental services, preliminary, right-of-way and final plans for the proposed roundabout at the intersection of Sandy Creek Road at Ellison Road and proposed pedestrian facilities throughout the project site (as directed by Fayette County). This scope builds on our previous efforts, during which an approved Traffic Engineering report identified a single-lane roundabout as the preferred alternative.

This change order will include the following *Phase 1* through *Phase 5* for a not to exceed total fee of \$512,160.20 as seen in the attached (Attachment 1).

- *Phase 1* – Project Management and Coordination: \$24,308.00
- *Phase 2* – Preliminary Design: \$276,567.00 (Includes Environmental Documentation)
- *Phase 3* – Right of Way: \$30,015.00
- *Phase 4* – Final Design: \$82,830.20
- *Phase 5* – Contingent Services (To Be Authorized by Fayette County): \$98,440.00
  - *Railroad Coordination* - \$45,910
  - *Public Involvement* - \$15,030
  - *Geotechnical Studies* - \$19,500
  - *SUE QL-A* \$18,000

Place on County Administrator's Report? Yes No

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

A remaining balance of \$35,194.25 from the original Task Order #64 will be applied toward this change order. Staff recognize that additional funding is necessary to complete the final design and NEPA requirements, ensuring the project is ready to proceed with construction upon execution of the federal grant agreement. Accordingly, this Task Order Change Order Request includes a request to reallocate \$474,661.00 from 2017 SPLOST Project #17TAG to Project #25TAB to provide the additional funding needed to advance the project.

Specifics of the proposed Change Order are as follows:

|                            |                                                   |
|----------------------------|---------------------------------------------------|
| Contract Name              | #2018-P: Public Works Engineer of Record          |
| Task Order                 | #64: Sandy Creek Rd @ Ellison Rd – Concept Design |
| Change Order               | #1: Final Design and NEPA                         |
| Contractor                 | Pond & Company                                    |
| Original TO NTE Amt.       | \$76,390.85                                       |
| Remaining from TO#64       | -35,194.25                                        |
| This change order NTE Amt. | <u>512,160.20</u>                                 |
| New Task Order Amt.        | \$553,356.80                                      |

Budget:

|           |              |                                                          |
|-----------|--------------|----------------------------------------------------------|
| Fund      | 322          | 2017 SPLOST                                              |
| Org Code  | 40220        | ROAD SPLOST                                              |
| Object    | 541210       | OTHER IMP                                                |
| Project   | 25TAB        | SANDY CREEK & Ellison Rd                                 |
| Available | \$512,160.20 | After August 27 <sup>th</sup> BOC approval is processed. |

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Placed on Administrator's Report? Yes No

Placed on Agenda Dated: \_\_\_\_\_



August 4, 2026

Opportunity No: S265769

Mr. Phil Mallon, PE  
County Engineer  
Fayette County Public Works  
140 Stonewall Avenue – West  
Fayetteville, Georgia 30214  
Phone: 770.320.6009  
pmallon@fayettecountyga.gov

RE: **Sandy Creek Road at Ellison Road – Preliminary and Final Design**  
**County PN R-8A**  
**Task Order #64**  
**Fayette County, Georgia**  
**Change Order #1**

**Project Understanding:**

Pond is enthusiastic about continuing our work under Task Order #64 to prepare the environmental services, preliminary, right-of-way and final plans for the proposed roundabout at the intersection of Sandy Creek Road at Ellison Road and proposed pedestrian facilities throughout the project site (as directed by Fayette County). This scope builds on our previous efforts, during which an approved Traffic Engineering report identified a single-lane roundabout as the preferred alternative.

Due to the proximity of the railroad crossing to the intersection, the project may require coordination with the railroad adjacent to the project site. One railroad track crosses Sandy Creek Road, and work may be required on one at-grade rail crossing.

We understand the project is federally funded (using USDOT SS4A funds) and will be let by Fayette County.

**Professional Services:**

The work in this proposal will consist of preliminary design through final design. Pond, along with our subconsultants, will provide the design services necessary for completing the tasks as described herein for Fayette County.





3500 Parkway Ln #500  
 Peachtree Corners, GA, 30092  
 T: 678-336-7740

## Scope of Work

### Phase 1: Project Management and Coordination

Pond will serve as the County's representative and project manager from preliminary through final design. Pond will facilitate monthly meetings with the Fayette County, and subject matter experts, and manage communications to ensure an open dialogue. Pond has delivered several local projects, and we are able to avoid roadblocks that can occur during project development.

#### Deliverables for Phase 1:

- Risk Assessment
- Monthly Meeting Minutes

### Phase 2 – Preliminary Design

#### **Phase 2.1: Database Preparation and Site Investigations**

- *Topographic survey - Team member SGC will obtain a field run survey to develop 1-foot contour for the area as depicted in attachment A.*
- *Property Database – SGC will research adjoining parcels to obtain investing deeds and plats. SGC will investigate and recover observed monumentation or evidence of the boundary (including utility easements). A property database will be developed with the data found.*
- *SUE Quality Level "B" – SGC will investigate existing utilities up to Quality Level "B"*

#### Deliverables of Phase 2.1

- *Topographic Survey*
- *Property Database*
- *SUE Quality Level B*

#### Phase 2.2: Preliminary Plans

The Preliminary Plans will include roadway plans, roadway profiles, driveway profile, cross sections, utility plans, signing and marking plans, and erosion control plans. Pond will prepare the construction plans based on the topographic survey database. The design plans will be prepared conforming to AASHTO, Manual on Uniform Traffic Control Devices (MUTCD), Fayette County, and Georgia Department of Transportation (GDOT) requirements and standards, as appropriate, using OpenRoads Connect (ORD) software.

Working Preliminary Roll-Plot Review – At approximately 30% completion Pond will coordinate a meeting with Fayette County to validate the preliminary working footprint. The purpose of the meeting is not a formal review, but rather a high-level check-in to make sure the design matches Fayette County's vision.



3500 Parkway Ln #500  
 Peachtree Corners, GA, 30092  
 T: 678-336-7740

**Utility Plans and Coordination** – As part of the First Submission Utility Request, Pond will prepare utility plans and submit to all provided utility owners for markups to determine existing facilities. We will incorporate the markups into the utility adjustment plans. Pond will coordinate with the local electric utility to incorporate lighting into any distribution pole relocations.

**Cost Estimate** – Pond will prepare (1) detailed opinion of probable cost for the project and will also provide Right-of-Way and easement areas to Fayette County to obtain R/W costs. Utility costs will be by others.

**Environmental Project Initiation and Field Assessment** – Pond and its subconsultants will conduct a field review of the project and evaluate site conditions relative to Categorical Exclusion (CE) thresholds and constraints.

**Fayette County Review** – Pond will submit the Preliminary Plans to Fayette County for comment/approval. This task includes (1) virtual meeting with the county to discuss the plans. We will respond to (1) round of comments.

#### **Deliverables for Phase 2.2:**

- Preliminary Field Plan Review (PFPR) Plans
- Opinion of Probable Costs
- Roundabout Performance Checks
- Ecology Survey Report
- Historic Resources Survey Report
- Archeological Management Report and Phase I

#### **Phase 3: Right of Way Plans**

**Right of Way Plans** – After Preliminary Plan approval, we will prepare Right-of-Way plans per GDOT design guidelines. The Right-of-Way plans will include all required permanent Right-of-Way takes and all construction easements. After plans have been approved by Fayette County, Pond will create out files for the county's proposed deeds. Additionally, we will coordinate with Fayette County's right-of-way acquisition agents to revise the plans during acquisition.

#### **Deliverables for Phase 3:**

- R/W Plans and Tables
- Out files
- Legal descriptions with physical POB descriptions
- One round of R/W Staking



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#### **Phase 4: Final Design**

**Final Design Plans (FFPR)** – Based on all comments received from the Preliminary Plan submittal, we will further refine the plans. These plans will include compiling a list of all Preliminary Plan comments received and our responses, prior to incorporating into Final Plans.

**Utility Plans and Coordination** – Pond will continue utility coordination efforts. Second Submission Utility Request will be coordinated with utility owners to finalize any utility conflicts and determine any proposed facility/utility relocations. All utility relocations will be designed by others and included in the utility coordination plans. Pond will continue to coordinate with the local electric utility to incorporate lighting into any distribution pole relocations.

**Cost Estimate** – Pond will prepare (1) detailed opinion of probable cost/cost estimate for the project. Utility costs will be completed by others.

**Environmental Document** – Pond will prepare environmental documentation consistent with Federal requirements. Environmental documentation assumed as Class of Action – Categorical Exclusion. Pond will address comments and finalize documentation with one review cycle with both the county and FHWA if needed.

**Fayette County Review** – Pond will submit Final Plans to Fayette County for comment/approval. This task includes (1) meeting with Fayette County to discuss the plans. We will respond to (1) round of comments and incorporate them into the plans as applicable.

Pond will also provide the following services as part of Final Design.

- **Preparation of Bid Package** – Pond will prepare a Plans, Specifications and Estimate (PS&E) package to Fayette County to advertise for bid, including Signed and Sealed Construction Plans, Bid Schedule, and any required specifications and special provisions.
- **Pre-Bid Meeting and Bidding Assistance** – Pond will prepare for, assist Fayette County, and attend the pre-bid meeting to answer any questions and to make sure that the contractor fully understands the scope and nature of this project. Pond will continue to assist the county to answer any questions submitted during the Request For Proposal (RFP) process.
- **Pre-Construction Meeting and Construction Kick-Off Meeting** – Pond will prepare for, assist Fayette County, and attend the pre-construction meeting to answer any questions and to make sure that the contractor fully understands the scope and nature of this project.
- **Respond to Request For Information's (RFI's)** – During the bidding and construction process, Pond will respond in writing to the contractor's request for information. This assumes a maximum number of (10) RFI requests.
- **7-Day Inspection Letter** – Upon notification from the permittee, we will observe the erosion control measures that have been installed to verify they have been installed per the approved Erosion Control plans and per GASWCC erosion control standards. Additionally, a letter will be submitted to Fayette County summarizing the observations of the qualified personnel and noting deficiencies.





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#### **Deliverables for Phase 4:**

- *Final Field Plan Review (FFPR) Plans*
- *Plans Specifications and Estimates (PS&E) Package*
- *FHWA Georgia Division Direct Recipient Preliminary Screening for NEPA Evaluation Report*
- *Responses to up to (10) RFIs (as needed)*
- *Responses during bidding (as needed)*
- *7-Day Inspection Letter*

#### **Phase 5: Contingent Services (To Be Authorized by Fayette County)**

Railroad Coordination – Should railroad coordination be necessary throughout the design process, Pond will coordinate with the railroad. Pond will create and submit railroad deliverables and coordinate meetings as necessary.

Public Involvement – Should public involvement be necessary as part of the environmental permitting process, Pond will create a public involvement plan (PIP), and coordinate and attend public involvement meetings as necessary.

SUE QLA – Should Subsurface Utilities Engineering (SUE) Quality Level A be required, Pond will contract a subconsultant to obtain no more than 6 test holes.

Geotechnical Borings – Should geotechnical boring be deemed necessary by Fayette County, Pond will contract a subconsultant to perform no more than 6 test holes.

#### **Schedule:**

Pond has estimated that *Phase 1* through *Phase 4* listed above can be completed within (11) months, following Notice to Proceed (NTP) from Fayette County. Please note that this schedule timeframe excludes any railroad permitting, as/if needed/required, as this would be included in *Phase 5* (Contingent Services). Furthermore, this timeframe is also dependent on subconsultant scheduling and agency review times, including Fayette County.

**Assumptions:**

The project will follow requirements of SS4A USDOT Federal Funding.

Services or tasks not specifically outlined above are excluded and would be considered additional services. Services not included in the scope:

- Landscaping Plans
- Lighting Plans
- Traffic Analysis
- Signal Plans – Pedestrian Hybrid Beacon (PHB), Rectangular Rapid Flashing Beacon (RRFB), and/or Traffic Signal
- Signal Communications/ITS Plans
- Additional Meetings not spelled out in the scope
- Railroad Preliminary Engineering Review or Other Associated Fees
- Staging Plans
- Structural Design and/or Analysis
- Pay application review
- Materials Testing
- Construction Engineering and Inspection
- Adjusting the Horizontal/Vertical Profile of the Railroad
- Right of Way Acquisition Services/Assistance
- SUE QLA and Geotechnical borings are a not-to-exceed sum provided by Fayette County. Actual costs to be obtained if necessary.

Additional environmental assumptions are stated below:

- All work is anticipated to be within the environmental survey area outlined in attachment A.
- The scope and fee assume the project will qualify for and be processed as a Categorical Exclusion (CE). If FHWA determines a different Class of Action is required, a scope and fee amendment will be necessary.
- Environmental studies will be limited to those necessary to support the CE. determination, including ecological resources, archaeological resources, and historic resources evaluations. If the Class of Action as determined by FHWA is an Environmental Assessment scope/fee revision would be necessary.
- No protected species requiring formal consultation with the U.S. Fish and Wildlife Service are anticipated.
- No wetlands, streams, or other jurisdictional waters requiring a Section 404 Individual Permit are anticipated. If additional permitting is required, those services are not included in this scope.
- No Section 4(f) resources are anticipated to be impacted. If Section 4(f) documentation is required, additional services may be necessary.
- The archaeological investigation assumes a Phase I survey only. Additional archaeological investigations, testing, data recovery, or mitigation efforts are not included.
- The historic resources effort assumes identification and evaluation sufficient to support the CE and Section 106 compliance. Additional survey, eligibility evaluations, effects assessments, Memoranda of Agreement, mitigation, or consulting party coordination are not included.





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- The project is not anticipated to result in substantial relocations, community impacts, environmental justice concerns, hazardous materials concerns, or other impacts requiring specialized technical studies.
- The scope assumes no substantial right-of-way acquisition impacts requiring relocation assistance, extensive community impact analyses, or specialized socioeconomic studies.
- One round of consolidated review comments from the County and one round of FHWA review comments are included. Additional review cycles may require a scope and fee amendment.
- Formal agency consultation and permitting activities are not included unless specifically identified herein.
- Compliance services are not included.
- Services not specifically included in the proposal, or material changes requested after professional services have commenced, will be considered additional/out of scope services, and will be approved via a contract change order prior to commencement of the additional work.



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### Professional Fees:

Pond proposes to accomplish *Phase 1* through *Phase 5* for a not to exceed total fee of \$512,160.20

- *Phase 1* – Project Management and Coordination: \$24,308.00
- *Phase 2* – Preliminary Design: \$276,567.00 (Includes Environmental Documentation)
- *Phase 3* – Right of Way: \$30,015.00
- *Phase 4* – Final Design: \$82,830.20
- *Phase 5* – Contingent Services (To Be Authorized by Fayette County): \$98,440.00
  - *Railroad Coordination* - \$45,910
  - *Public Involvement* - \$15,030
  - *Geotechnical Studies* - \$19,500
  - *SUE QL-A* \$18,000

Please note that the existing Task Order #64 has funds that were not utilized previously and will be applied towards this total amount. This amount is estimated to be \$35,194.25 per the latest invoice dated 06-10-2026.

The total fee is inclusive of labor, expenses, and direct costs. This project will be invoiced as Time and Materials.

If this fee and scope is acceptable, Pond & Company is available to begin work immediately. If you have any questions or would like us to discuss/modify the scope, please contact Zach Puckett, who will serve as the direct point of contact. If you need any additional information, please feel free to contact me at (678) 336-7740.

Sincerely,

### POND & COMPANY

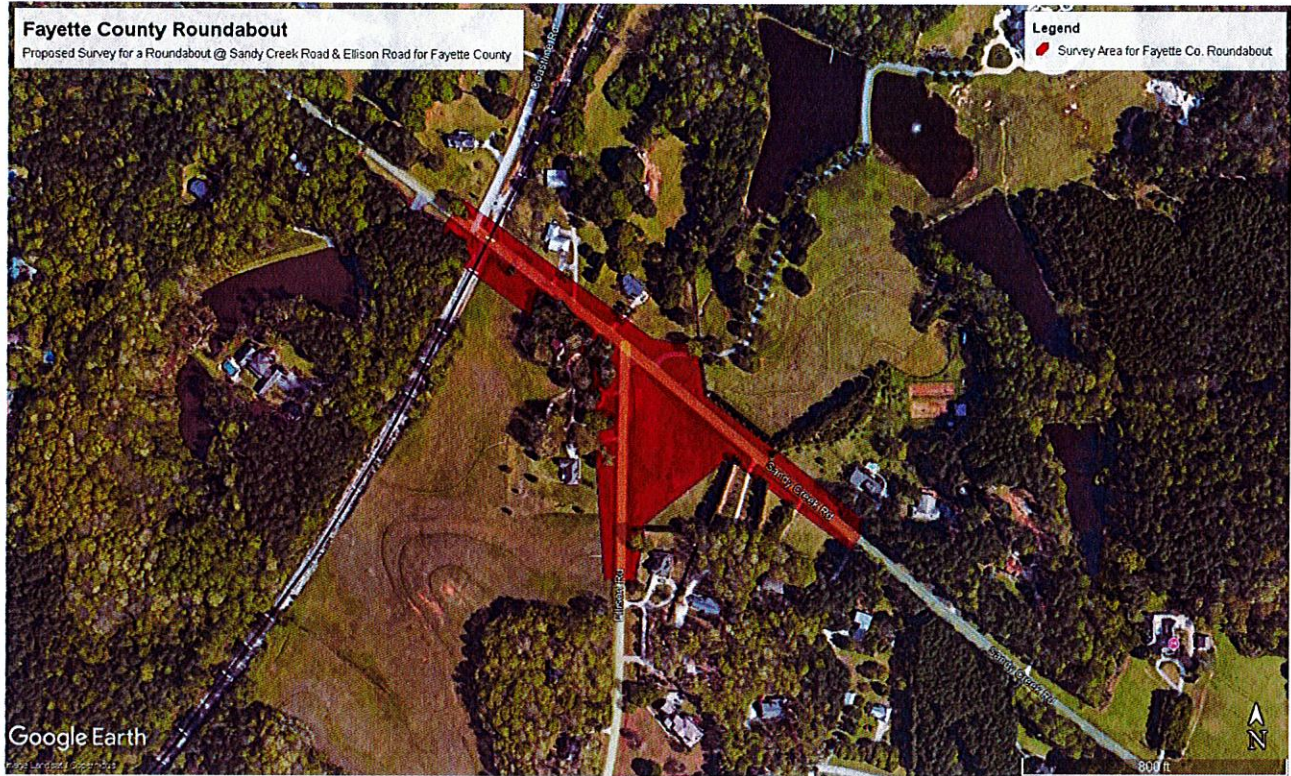
Richard Fangmann, PE, PTOE  
Vice-President

Zach Puckett, PE, IMSA II  
Director of Traffic Engineering and Design

## Attachment A:



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# COUNTY AGENDA REQUEST

Page 74 of 171

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Request to accept a \$1,000,000 federal-aid grant for the PE phase of the Sandy Creek Road Path Project, approve the Project Framework Agreement (PFA) with Georgia Department of Transportation (GDOT) for PI 0021593, and allocate \$250,000 from 2017 SPLOST (17TAJ) for the local match.

## 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 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/Fayetteville are responsible for 100% of any costs above the estimated totals. County staff will seek additional grants for the right-of-way and construction phases of the project. Approximately 45% of the project is within the city limits of Fayetteville. The city supports the project and has agreed to enter into an IGA with Fayette County for cost-sharing.

Federal Funds for PE phase (80%): \$1,000,000

Local Share for PE phase (20%): \$250,000 (55% County, 45% Fayetteville)

Total budget for PE phase: \$1,250,000.

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

Approval to accept a \$1,000,000 federal-aid grant for the PE phase of the Sandy Creek Road Path Project, approve the Project Framework Agreement (PFA) with Georgia Department of Transportation (GDOT) for PI 0021593, and allocate \$250,000 from 2017 SPLOST (17TAJ) for the local match.

## If this item requires funding, please describe:

Local match is available from the 2017 SPLOST (17TAJ) and 45% pro-rated reimbursement from City of Fayetteville.

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

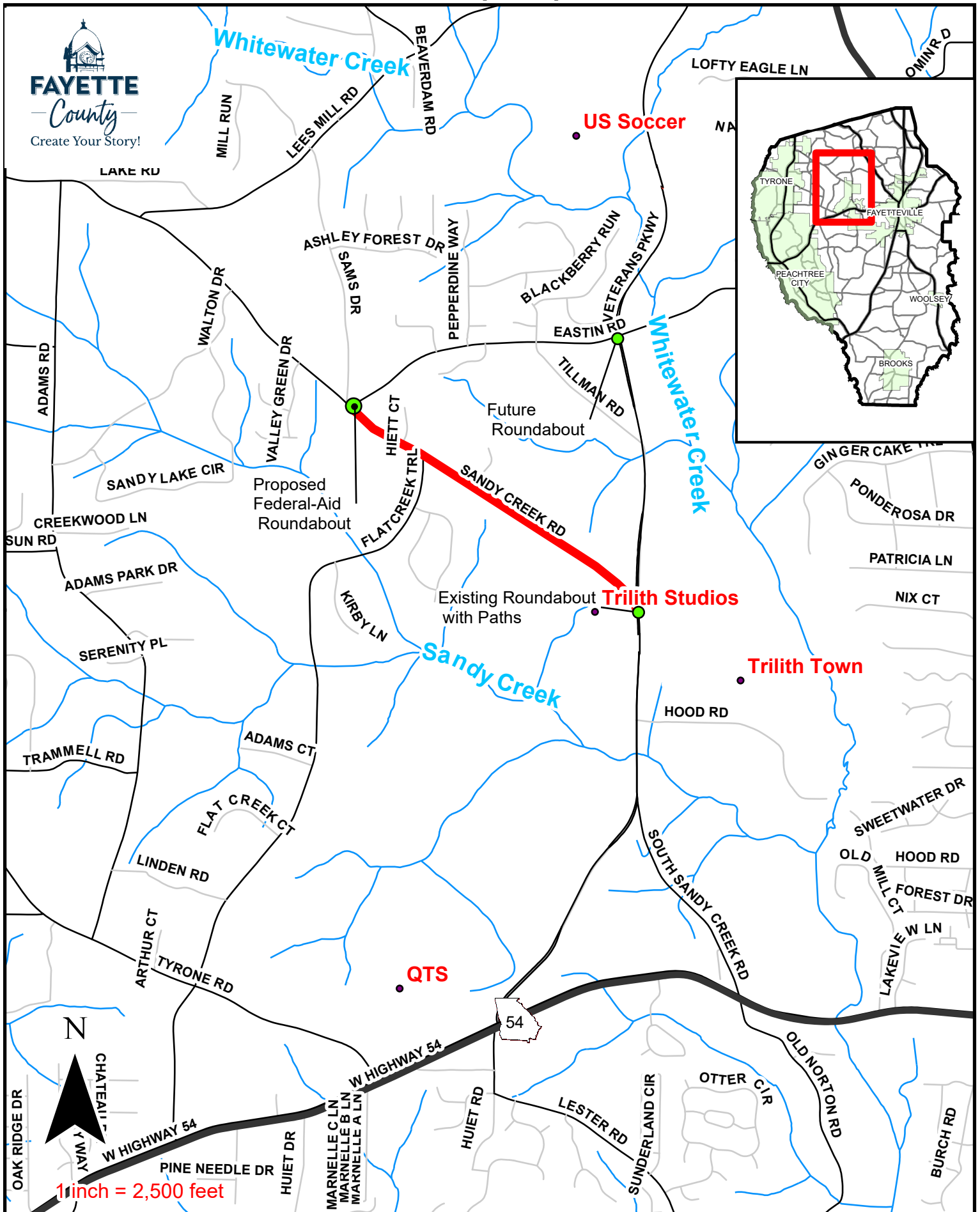
County Clerk's Approval

Administrator's Approval

## Staff Notes:

Grant revenue and expense budget will be created once approved. City of Fayetteville will be invoiced for 45% payment as invoices are submitted to the County for payment. Finance will create a new project number for the Sandy Creek Road Path project with approval of this agenda item.

# Sandy Creek Road Path Project Concept Map







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

5/8/2026

PI No. 0021593, Fayette County  
 Sandy Creek Road from Eastin Road to Tillman Road

Honorable Chairman Lee Hearn  
 Fayette County  
 140 Stonewall Avenue West, Suite 100  
 Fayetteville, GA 30214  
 Attention: Phil Malon, Public Works Director

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, Lily Slaughter, at 770-263-5945.

Sincerely,

A handwritten signature in blue ink that reads "Kimberly W. Nesbitt".

Kimberly W. Nesbitt  
 State Program Delivery Administrator

*CA FB*

KWN:CCV:MSL:LJS  
 Attachment(s)

cc: Honorable Dennis McEntire, State Transportation Board Member, Congressional District 3  
 Albert V. Shelby III, Director of Program Delivery  
 Tyler Peek, District 3 Engineer  
 Adam Smith, District 3 Preconstruction Engineer  
 Smith Harland, 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 the 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 # 0021593 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

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

Atlanta, Georgia 30308

Telephone#: (404) 631-1575

E-mail: [knesbitt@dot.ga.gov](mailto:knesbitt@dot.ga.gov)

**SPONSOR**

Name: Phil Mallon

Title: Public Works Director

115 McDonough Rd

Fayetteville, GA 30214

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 \_\_\_\_\_ (Seal)  
Chairman  
Name: Lee Hearn \_\_\_\_\_

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

Attest:

Attest :

\_\_\_\_\_  
Treasurer

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

58-6000826  
Federal Employer Identification Number:



## EXHIBIT A PE COST ESTIMATE BREAKDOWN

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

Processed Date: Apr-28-2026 04:51:20 PM

**Project:** 0021593

|                          |                                                   |
|--------------------------|---------------------------------------------------|
| Description:             | SANDY CREEK ROAD FROM EASTIN ROAD TO TILLMAN ROAD |
| Project Manager Name:    | Slaughter, Lily                                   |
| Office:                  | Program Delivery                                  |
| Counties:                | Fayette                                           |
| Congressional Districts: | 003                                               |

#### 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          | \$2,089,568.00   | \$0.00     | \$0.00        | \$522,392.00   | \$0.00           |
|          |           | CST Subtotal:   | \$2,089,568.00   | \$0.00     | \$0.00        | \$522,392.00   | \$2,611,960.00   |
| PE       | Y300      | AUTHORIZED      | (\$1,000,000.00) | \$0.00     | \$0.00        | (\$250,000.00) | (\$1,250,000.00) |
|          |           | PE Subtotal:    | (\$1,000,000.00) | \$0.00     | \$0.00        | (\$250,000.00) | (\$1,250,000.00) |
| ROW      | Y300      | PRECST          | \$485,600.00     | \$0.00     | \$0.00        | \$121,400.00   | \$0.00           |
|          |           | ROW Subtotal:   | \$485,600.00     | \$0.00     | \$0.00        | \$121,400.00   | \$607,000.00     |
| UTL      | Y300      | PRECST          | \$400,000.00     | \$0.00     | \$0.00        | \$100,000.00   | \$0.00           |
|          |           | UTL Subtotal:   | \$400,000.00     | \$0.00     | \$0.00        | \$100,000.00   | \$500,000.00     |
|          |           | TOTALS:         | \$1,975,168.00   | \$0.00     | \$0.00        | \$493,792.00   | \$2,468,960.00   |

|          | CONTINGENCY | CONTRACT       |          |        |                   | INHOUSE / OVERHEAD / GENERAL FUNDS** |          |        |                   |
|----------|-------------|----------------|----------|--------|-------------------|--------------------------------------|----------|--------|-------------------|
| Activity | Amount      | Allotted       | Unearned | Earned | Allotment Balance | Allotted                             | Unearned | Earned | Allotment Balance |
| PE       | \$0.00      | \$1,000,000.00 | \$0.00   | \$0.00 | \$1,000,000.00    | \$0.00                               | \$0.00   | \$0.00 | \$0.00            |
| TOTALS:  | \$0.00      | \$1,000,000.00 | \$0.00   | \$0.00 | \$1,000,000.00    | \$0.00                               | \$0.00   | \$0.00 | \$0.00            |

#### Project Accounting Summary

| Activity | Allotted       | Unearned | Earned | Allotment Balance | %Earned | Last Activity Date |
|----------|----------------|----------|--------|-------------------|---------|--------------------|
| PE       | \$1,000,000.00 | \$0.00   | \$0.00 | \$1,000,000.00    | 0.00%   | Jul-01-2025        |
| TOTALS:  | \$1,000,000.00 | \$0.00   | \$0.00 | \$1,000,000.00    | 0.00%   |                    |

**THIS REFLECTS THE CURRENT 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 0021593 and Sandy Creek Road from Eastin Road to Tillman Road |
| <b>Sponsor Name:</b>                  | FAYETTE COUNTY                                                   |
| <b>Sponsor Address:</b>               | 140 Stonewall Avenue West, Suite 100, 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**

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

\_\_\_\_\_  
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 C**  
**CERTIFICATION OF FAYETTE COUNTY**  
**DRUG-FREE WORKPLACE**

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

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
2. A drug-free workplace will be provided for SPONSOR's employees during the performance of the contract; and
3. Each subcontractor hired by SPONSOR shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. SPONSOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with \_\_\_\_\_, \_\_\_\_\_ certifies to SPONSOR that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

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

## 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, Suite 100, 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: \_\_\_\_\_

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



## **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.

---

Official Name and Title

---

Date

**Citations:**

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

Phil Mallon

---

Printed Name of Authorized Officer or Agent

Public Works Director

---

Title of Authorized Officer or Agent

---

Date

## **APPENDIX G**

### **Reserved**



# COUNTY AGENDA REQUEST

Page 95 of 171

Department:

Presenter(s):

Meeting Date:

Type of Request:  #11

## Wording for the Agenda:

Request to accept a \$640,000 federal-aid grant on behalf of the City of Fayetteville, for the PE phase of the Woodland Link Path Project, approval of the Project Framework Agreement (PFA) with Georgia Department of Transportation (GDOT) (PI 0021591), and to allocate \$160,000 from 2017 SPLOST (17TAJ) for the local match, which will be fully reimbursed by the City of Fayetteville.

## Background/History/Details:

On February 27, 2025, the Board authorized staff to serve as the local sponsor on behalf of the City of Fayetteville in response to GDOT's Transportation Alternatives (TA) Program solicitation. Funds for the Preliminary Engineering (PE) phase were authorized by the 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. Under the agreement, Fayette County, as the local sponsor, is responsible for administering the federal-aid project, while the City of Fayetteville will manage all planning, design, right-of-way acquisition, construction, and all associated project costs. The City has agreed to reimburse Fayette County for the full 20% local match through an IGA, resulting in no local cost to Fayette County. The City will also be responsible for any project costs that exceed the approved grant budget.

Federal Funds for PE phase (80%): \$640,000

Local Share for PE phase (20%): \$160,000 (100% Fayetteville)

Total budget for PE phase: \$800,000.

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

Approval to accept a \$640,000 federal-aid grant on behalf of the City of Fayetteville, for the PE phase of the Woodland Link Path Project, approval of the Project Framework Agreement (PFA) with Georgia Department of Transportation (GDOT) (PI 0021591), and to allocate \$160,000 from 2017 SPLOST (17TAJ) for the local match, which will be fully reimbursed by the City of Fayetteville.

## If this item requires funding, please describe:

Local match is available from the 2017 SPLOST (17TAJ) and 100% reimbursement from City of Fayetteville.

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:

Grant revenue and expense budget will be created once approved. City of Fayetteville will be invoiced for 100% payment as invoices are submitted to the County for payment. Finance will create a new project number for the Woodland Link Path project with approval of this agenda item.

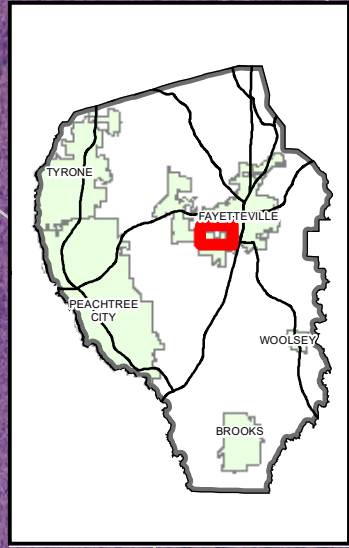


# Woodland Link Multi-Use Path Project



Spring Hill  
Elementary School

FAYETTEVILLE

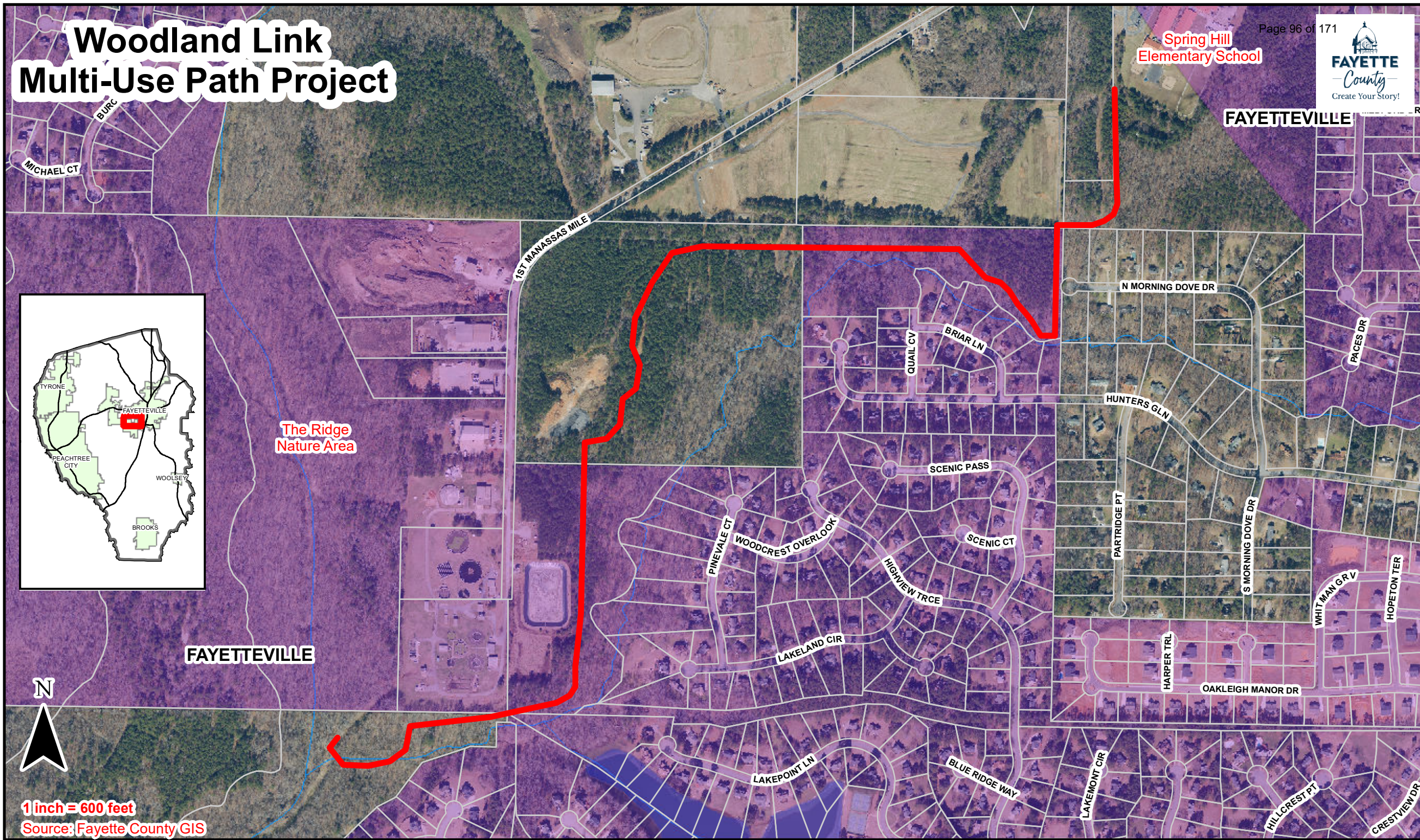


The Ridge  
Nature Area

FAYETTEVILLE



1 inch = 600 feet  
Source: Fayette County GIS







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

May 26, 2026

0021591, Fayette County  
 High Priority Trail Fm Sherwood Rd to Spring Hill Elementary

Honorable Chairman Lee Hearn  
 Fayette County  
 140 Stonewall Avenue West, Suite 100  
 Fayetteville, GA 30214  
 Attention: Phil Mallon, Public Works Director  
 Julie Brown, Planning and Zoning Director

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, Allison McCallum, at 770-263-5945.

Sincerely,

A handwritten signature in blue ink that reads "Kimberly W. Nesbitt".

Kimberly W. Nesbitt  
 State Program Delivery Administrator

*AV* *JB*

KWN:CCV:MSL:AMM  
 Attachment(s)

cc: Honorable Dennis McEntire, State Transportation Board Member, Congressional District 3  
 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, 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 # 0021591 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 eight hundred thousand dollars and zero cents (\$800,000.00)
- b. It is agreed that the total maximum reimbursable amount the DEPARTMENT will pay is six hundred forty thousand dollars and zero cents (\$640,000.00). 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

EXHIBIT B – Fayette County Letter to Administer Project on Behalf of Fayetteville

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: Public Works Director  
140 Stonewall Avenue West, Suite 100  
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 \_\_\_\_\_ (Seal)  
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**

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

Processed Date: May-08-2026 10:34:20 AM

**Project: 0021591**

|                          |                                                              |
|--------------------------|--------------------------------------------------------------|
| Description:             | HIGH PRIORITY TRAIL FM SHERWOOD RD TO SPRING HILL ELEMENTARY |
| Project Manager Name:    | Mccallum, Allison                                            |
| Office:                  | Program Delivery                                             |
| Counties:                | Fayette                                                      |
| Congressional Districts: | 003                                                          |

**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               | \$3,200,000.00        | \$0.00        | \$0.00        | \$800,000.00          | \$0.00                |
|          |           | <b>CST Subtotal:</b> | <b>\$3,200,000.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$800,000.00</b>   | <b>\$4,000,000.00</b> |
| PE       | Y300      | AUTHORIZED           | (\$640,000.00)        | \$0.00        | \$0.00        | (\$160,000.00)        | (\$800,000.00)        |
|          |           | <b>PE Subtotal:</b>  | <b>(\$640,000.00)</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>(\$160,000.00)</b> | <b>(\$800,000.00)</b> |
|          |           | <b>TOTALS:</b>       | <b>\$2,560,000.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$640,000.00</b>   | <b>\$3,200,000.00</b> |

**Project Accounting**

|                | CONTINGENCY   | CONTRACT            |               |               |                     | INHOUSE / OVERHEAD / GENERAL FUNDS** |               |               |                   |
|----------------|---------------|---------------------|---------------|---------------|---------------------|--------------------------------------|---------------|---------------|-------------------|
| Activity       | Amount        | Allotted            | Unearned      | Earned        | Allotment Balance   | Allotted                             | Unearned      | Earned        | Allotment Balance |
| PE             | \$0.00        | \$640,000.00        | \$0.00        | \$0.00        | \$640,000.00        | \$0.00                               | \$0.00        | \$0.00        | \$0.00            |
| <b>TOTALS:</b> | <b>\$0.00</b> | <b>\$640,000.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$640,000.00</b> | <b>\$0.00</b>                        | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b>     |

**Project Accounting Summary**

| Activity | Allotted | Unearned | Earned | Allotment Balance | %Earned | Last Activity Date |
|----------|----------|----------|--------|-------------------|---------|--------------------|
|----------|----------|----------|--------|-------------------|---------|--------------------|

Page 1 of 2

The information contained in this File/Report is the property of GDOT and may not be released to any other party without the written consent of the Data Custodian. Please dispose of this information by shredding or other confidential method. \*Please contact the Office of Financial Management for incorrect data. \*\*Non-capital contracts and contracts funded using Overhead Funds are allotted in the INHOUSE/OVERHEAD/GENERAL FUNDS section.

Revised: 02/16/2026

EXHIBIT A

Georgia Department of Transportation  
Project Financial Report (PFR)

|                                         |              |        |        |              |       |             |
|-----------------------------------------|--------------|--------|--------|--------------|-------|-------------|
| Processed Date: May-08-2026 10:34:20 AM |              |        |        |              |       |             |
| PE                                      | \$640,000.00 | \$ .00 | \$ .00 | \$640,000.00 | 0.00% | Jul-01-2025 |
| TOTALS:                                 | \$640,000.00 | \$ .00 | \$ .00 | \$640,000.00 | 0.00% |             |

## EXHIBIT B



**Public Works Department**  
115 McDonough Road  
Fayetteville, GA 30214  
Phone: 770-320-6010  
[www.fayettecountyga.gov](http://www.fayettecountyga.gov)

May 5, 2026

Ms. Allison McCallum  
Project Manager  
GDOT Office of Program Delivery  
2450 Commerce Ave., Suite 100  
Deluth, GA 30096-8910

Re: LAP Administration for PI 0021591

Dear Allison,

Earlier this year, the City of Fayetteville was awarded Transportation Alternative Plan funding for the 1.8-mile High Priority Trail from Sherwood Road to Spring Hill Elementary. Since Fayetteville is in the process of becoming LAP-certified, Fayette County agreed to serve as the local sponsor and to administer the project in accordance with the GDOT Plan Development Process. All costs for the project, including local matches, will be paid by the City of Fayetteville.

The Board of Commissioners approved Fayette County serving as the local sponsor at their meeting on February 27, 2025, when we originally sought approval to submit the grant application. The meeting minutes are attached. The Intergovernmental Agreement between the City and County is currently being drafted.

We are excited for this project to begin. Please don't hesitate to contact me at 770-320-6009 or at [pmallon@fayettecountyga.gov](mailto:pmallon@fayettecountyga.gov) if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "P. Mallon".

Phil Mallon, P.E.  
County Engineer

Attachment (1)

## BOARD OF COUNTY COMMISSIONERS

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

## EXHIBIT B



## 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

## ACTION AGENDA

February 27, 2025  
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 February 27, 2025, Board of Commissioners meeting to order at 5:02 p.m. A quorum of the Board was present.

#### **Invocation and Pledge of Allegiance by Vice Chairman Edward Gibbons**

Vice Chairman Edward Gibbons offered the invocation and led the audience in the Pledge of Allegiance.

#### **Acceptance of Agenda**

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

### PROCLAMATION/RECOGNITION: None

### PUBLIC HEARING:

1. **Consideration of Petition No. 1355-24, Andrea Pope Camp & Jordan Camp, owners; request to rezone 41.78 acres from A-R to R-75 for the purposes of creating additional lots without any new infrastructure; property located in Land Lot 28 of the 7<sup>th</sup> District and fronts on Davis Road and Huiet Drive. This petition was tabled at the January 23, 2025 Board of Commissioners meeting.**

Commissioner Eric Maxwell moved to approve Petition No. 1355-24, Andrea Pope Camp & Jordan Camp, owners; request to rezone 41.78 acres from A-R to R-75 for the purposes of creating additional lots without any new infrastructure; property located in Land Lot 28 of the 7<sup>th</sup> District and fronts on Davis Road and Huiet Drive with conditions, excluding condition #4. Vice Chairman Gibbons seconded. The motion passed 3-2. Commissioners Rousseau and Oddo voted in opposition.

2. **Consideration of Petition No. 1359-24, Jerry M. Gable, owner, & Christine Flanigan, agent, request to rezone 31.144 acres from R-45 Conditional (Single-Family Residential) to A-R (Agricultural-Residential); property located in Land Lots 73 & 88 of the 5<sup>th</sup> District and fronts on S. Jeff Davis Drive and Dixon Circle.**



Commissioner Charles Rousseau moved to approve the Petitioner's request to withdraw No. 1359-24, Jerry M. Gable, owner, & Christine Flanigan, agent, request to rezone 31.144 acres from R-45 Conditional (Single-Family Residential) to A-R (Agricultural-Residential); property located in Land Lots 73 & 88 of the 5th District and fronts on S. Jeff Davis Drive and Dixon Circle. Vice Chairman Gibbons seconded. The motion passed 5-0.

3. **Consideration of Petition No. RDP-021-24, Michael P. Pompeo, owner; requests to Revise the Development Plan for Brechin Park subdivision, to allow the subdivision of the 17-acre estate lot; property zoned PUD-PRD and fronts on Brechin Drive.**

Commissioner Rousseau moved to approve the Petitioner's request to withdraw Petition No. RDP-021-24, Michael P. Pompeo, owner; requests to Revise the Development Plan for Brechin Park subdivision, to allow the subdivision of the 17-acre estate lot; property zoned PUD-PRD and fronts on Brechin Drive. Commissioner Oddo seconded. The motion passed 5-0.

4. **Consideration of Resolution 2025-01 to Transmit the Fayette County 2024 Annual Report on Fire Services Impact Fees (FY2024), including Comprehensive Plan amendments for updates to the Capital Improvements Element and Short-Term Work Program (FY2025-FY2029) to Atlanta Regional Commission for review by Department Community Affairs (DCA).**

Vice Chairman Gibbons moved to approve Resolution 2025-01 to Transmit the Fayette County 2024 Annual Report on Fire Services Impact Fees (FY2024), including Comprehensive Plan amendments for updates to the Capital Improvements Element and Short-Term Work Program (FY2025-FY2029) to Atlanta Regional Commission for review by Department Community Affairs (DCA). Commissioner Oddo seconded. The motion passed 5-0.

**PUBLIC COMMENT:** None.

*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:**

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

5. **Approval of the Mid-Year Budget Adjustments to the fiscal year 2025 budget and approval to close completed Capital, Capital Improvement Plan (CIP) Projects, and Water System CIP Projects.**
6. **Approval of the Georgia County Internship Program Grant Agreement from Association County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Fayette County Assessor's Office for award of the General Georgia County Internship Program (GCIP) Grant in the amount of \$3,259.50 for one intern.**
7. **Approval of the Georgia County Internship Program Grant Agreement from Association County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Solicitor General's Office for award of the General Georgia County Internship Program (GCIP) Grant in the amount of \$3,259.50 for one legal intern.**
8. **Approval of the Georgia County Internship Program Grant Agreement from Association of County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Fayette County State Court for award of the General Georgia County Internship Program (GCIP) Grant in the amount of \$3,259.50 for one intern.**

9. **Approval to apply for FY26 Accountability Court Operating Grant in the amount of \$156,289 with a match of \$23,443.**
10. **Approval of the February 13, 2025, Board of Commissioners Meeting Minutes.**

**OLD BUSINESS:** None.

**NEW BUSINESS:**

11. **Request to approve the recommendation of the Selection Committee to appoint J.T. Rabun to the Fayette County Library Board for a four-year term beginning January 1, 2025 and expiring December 31, 2028.**

Commissioner Oddo moved to approve the appointment of J.T. Rabun to the Fayette County Library Board for a four-year term beginning January 1, 2025 and expiring December 31, 2028. Vice Chairman Gibbons seconded. The motion passed 5-0.

12. **Request to approve the recommendation of the Selection Committee to reappoint Zulema Green to the Fayette County Library Board for a four-year term beginning January 1, 2025 and expiring December 31, 2028.**

Commissioner Oddo moved to approve the reappointment of Zulema Green to the Fayette County Library Board for a four-year term beginning January 1, 2025 and expiring December 31, 2028. Commissioner Rousseau seconded. The motion passed 5-0.

13. **Consideration of a request from the City of Fayetteville for Fayette County to serve as the local sponsor for a federally-funded path project that would extend from Tiger Trail to The Ridge Nature Preserve, with all costs for the project provided by the City of Fayetteville.**

Vice Chairman Gibbons moved to approve the City of Fayetteville for Fayette County to serve as the local sponsor for a federally-funded path project that would extend from Tiger Trail to The Ridge Nature Preserve, with all costs for the project provided by the City of Fayetteville. Commissioner Oddo seconded. The motion passed 5-0.

14. **Request to submit a Georgia Department of Transportation (GDOT) Transportation Alternatives Program (TAP) grant application for the Kenwood Road Path Project (R-6) in the amount of \$4,800,000, with a local match of \$1,200,000 and a total project cost estimate of \$6,000,000.**

Vice Chairman Gibbons moved to approve to submit a Georgia Department of Transportation (GDOT) Transportation Alternatives Program (TAP) grant application for the Kenwood Road Path Project (R-6) in the amount of \$4,800,000, with a local match of \$1,200,000 and a total project cost estimate of \$6,000,000. Commissioner Rousseau seconded. The motion passed 5-0.

15. **Request to submit a Georgia Department of Transportation (GDOT) Transportation Alternatives Program (TAP) grant application for the Sandy Creek Road Path Project (Project FTP-426) in the amount of \$4,000,000, with a local match of \$1,000,000, and a total project cost estimate of \$5,000,000.**

Vice Chairman Gibbons moved to approve to submit a Georgia Department of Transportation (GDOT) Transportation Alternatives Program (TAP) grant application for the Sandy Creek Road Path Project (Project FTP-426) in the amount of

\$4,000,000, with a local match of \$1,000,000, and a total project cost estimate of \$5,000,000. Commissioner Oddo seconded. The motion passed 5-0.

**16. Request to approve for the Road Department to purchase new Tack Truck under Georgia State Contract 99999-SPD-SPD0000155-0007 in the amount of \$250,027, and to surplus the old Tack Truck #21814 and Dump Truck #10802.**

Vice Chairman Gibbons moved to approve for the Road Department to purchase new Tack Truck under Georgia State Contract 99999-SPD-SPD0000155-0007 in the amount of \$250,027, and to surplus the old Tack Truck #21814 and Dump Truck #10802. Commissioner Rousseau seconded. The motion passed 5-0.

**17. Request to award Contract #1428-P: Fayette County Public Safety Radio System; Change Order No. 9 to E.F. Johnson Company to modify preventative maintenance payment milestones, accept the separation for ALV/ESChat, design coverage enhancements, establish warranty start dates, and formalize agreement of payment of completed deliverables, with no net change in the contract amount.**

Vice Chairman Gibbons moved to approve Contract #1428-P: Fayette County Public Safety Radio System; Change Order No. 9 to E.F. Johnson Company to modify preventative maintenance payment milestones, accept the separation for ALV/ESChat, design coverage enhancements, establish warranty start dates, and formalize agreement of payment of completed deliverables, with no net change in the contract amount. Commissioner Maxwell seconded. The motion passed 5-0.

**18. Request to ratify the approval of Contract #2515-B Roof Repairs Fayette Community Health Building to Alpha Roofing Systems, LLC /DBA ACR Commercial Roofing in the sum of \$333,682.00.**

Commissioner Rousseau moved to approve the ratification of Contract #2515-B Roof Repairs Fayette Community Health Building to Alpha Roofing Systems, LLC /DBA ACR Commercial Roofing in the sum of \$333,682.00. Vice Chairman Gibbons seconded. The motion passed 5-0.

**ADMINISTRATOR'S REPORTS:**

Mr. Rapson made comments.

**ATTORNEY'S REPORTS:**

**Notice of Executive Session:** Assistant County Attorney Ali Cox stated that there were four items for Executive Session. Three items involving real estate acquisition, and the review of the February 13, 2025 Executive Session Minutes.

**COMMISSIONERS' REPORTS:**

Commissioner Maxwell and Commissioner Rousseau made comments.

**EXECUTIVE SESSION:**

**Three items involving real estate acquisition and the review of the February 13, 2025 Executive Session Minutes.**

Commissioner Oddo moved to go into Executive Session. Vice Chairman Gibbons seconded. The motion passed 5-0.

The Board recessed into Executive Session at 6:31 p.m. and returned to Official Session at 7:03 p.m.

**Return to Official Session and Approval to Sign the Executive Session Affidavit:** Commissioner Oddo moved to return to Official Session and for the Chairman to sign the Executive Session Affidavit. Vice Chairman Gibbons seconded. The motion passed 5-0.

**Approval of the February 13, 2025 Executive Session Minutes:** Commissioner Oddo moved to approve February 13, 2025 Executive Session Minutes. Vice Chairman Gibbons seconded the motion. The motion passed 5-0.

**ADJOURNMENT:**

Commissioner Oddo moved to adjourn the February 27, 2025 Board of Commissioners meeting. Vice Chairman Gibbons seconded. The motion passed 5-0.

The February 27, 2025 Board of Commissioners meeting adjourned at 7:03 p.m.



## APPENDIX A GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

|                                       |                                                                             |
|---------------------------------------|-----------------------------------------------------------------------------|
| <b>P.I.# and Project Description:</b> | PI 0021591 and High Priority Trail Fm Sherwood Rd to Spring Hill Elementary |
| <b>Sponsor Name:</b>                  | Fayette County                                                              |
| <b>Sponsor Address:</b>               | 210 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**

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

\_\_\_\_\_  
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 C**  
**CERTIFICATION OF FAYETTE COUNTY**  
**DRUG-FREE WORKPLACE**

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

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
2. A drug-free workplace will be provided for SPONSOR's employees during the performance of the contract; and
3. Each subcontractor hired by SPONSOR shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. SPONSOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with \_\_\_\_\_, \_\_\_\_\_ certifies to SPONSOR that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

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

**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, Suite 100, 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: \_\_\_\_\_

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

## **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.

---

Official Name and Title

---

Date

**Citations:**

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

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

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

\_\_\_\_\_  
Date

## **APPENDIX G**

### **Reserved**

# COUNTY AGENDA REQUEST

Page 123 of 171

Department:

Presenter(s):

Meeting Date:

Type of Request:  #12

## Wording for the Agenda:

Request to award Contract #2378-S: Water System Engineer of Record: Task Order 27-03 to Arcadis U.S., Inc. for engineering services during the Crosstown Water Treatment Plant Solids Handling Upgrade project, in the not-to-exceed amount of \$284,976.

## Background/History/Details:

Solids handling capital improvements continue in response to increasing system demand and water treatment plant production. Staff is recommending construction of a new 65-foot diameter sludge thickener capable of handling the current solids load and the future high-rating load of 18.0 MGD (Million Gallons per Day). With the increased solids loading from plant high-rating and solids re-direction, more drying bed capacity is needed. This project also includes addition of drying beds resulting in a 50% capacity increase. The existing 40 foot diameter sludge thickener will remain in operation.

The current 40-foot diameter sludge thickener is original to the 1984, 4 MGD plant. With the plant permitted at 13.5 MGD, the thickener is inadequately sized to handle the solids and hydraulic loads. This results in wash out and loading up the lagoons with solids taking up necessary storage volume. The treatment plant requires adequate lagoon storage of waste streams prior to cycling back to the treatment scheme.

CIP funding for the lagoon dredging in FY26-27 is \$800,000. The price has more than doubled since the 2021 dredging project. Adequate solids handling capacity through addition of the thickener and drying beds will significantly reduce the need for lagoon dredging.

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

Approval to award Contract #2378-S: Water System Engineer of Record: Task Order 27-03 to Arcadis U.S., Inc. for engineering services during the Crosstown Water Treatment Plant Solids Handling Upgrade project, in the not-to-exceed amount of \$284,976.

## If this item requires funding, please describe:

Funding is available in Project number 27WSB in the amount of \$2,068,500.

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:



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

To: Steve Rapson

Through: Ted L. Burgess *TB*

From: Colette Cobb *CC*

Date: August 27, 2026

Subject: Contract 2378-S: Water System Engineer of Record  
 Task Order 27-03: Crosstown WTP Solids Handling Upgrade Design and Engineering

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 design services of an expanded solids handling system, including a new sludge thickener, sludge pump station and expansion to the existing sludge drying beds.

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 27-03</b>     | Crosstown WTP Solids Handling Upgrade Design and Engineering |                            |
| <b>Not to Exceed Amount</b> | \$284,976.00                                                 |                            |
| <b>Budget:</b>              |                                                              |                            |
| Org Code                    | 50740400                                                     | Water System CIP           |
| Object                      | 542540                                                       | Water CIP                  |
| Project                     | 27WSB                                                        | High Rating Project - CWTP |
| Available                   | \$2,068,500.00                                               | As of 8/14/2026            |

Place on County Administrator's Report? Yes No

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





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

Arcadis U.S., Inc.  
 2839 Paces Ferry Road  
 Suite 1000  
 Atlanta  
 Georgia 30339  
 Phone: 770 431 8666  
 Fax: 770 435 2666  
[www.arcadis.com](http://www.arcadis.com)

Date: August 12, 2026  
 Ref: Contract 2378-S Water System Engineer of Record  
 Subject: Task Order TO 27-03 – Crosstown WTP Solids Handling Upgrade  
 Design and Engineering – REV 01

Dear Ms. Tigert,

Arcadis U.S., Inc. (Arcadis) is pleased to submit this Task Order (TO) proposal to Fayette County Water System (FCWS) under Contract 2378-S Water System Engineer of Record services to support Fayette County Water System with providing design services of an expanded solids handling system, including a new sludge thickener, sludge pump station and expansion to the existing sludge drying beds. The thickener will be larger than the existing one, providing more thickening capacity for the plant. The thickener sizing is based on the findings documented in the *Crosstown Water Treatment Plant Gravity Thickener Assessment and Upgrade Alternatives Technical Memorandum* developed under TO 26-01 – General On-Call Services.

## Introduction and Project Goals

This proposal is in response to initial evaluations performed by Arcadis and discussions with FCWS to construct and expand the existing solids handling systems at Crosstown Water Treatment Plant (WTP).

The TO includes engineering services during all phases of the project, included project management, engineering evaluations, preliminary and detailed design and will have a not-to-exceed project budget of **\$284,976** including expenses. The project bidding and engineering serviced during construction are not included in the scope for this work authorization.

Arcadis is aware of the need to expedite the design. This task order is written to reflect that demand.

## Project Background and Understanding

The Crosstown Water Treatment Plant (WTP) is a conventional surface water treatment facility with a permitted capacity of 13.5 mgd and planned future expansion. Solids generated from sedimentation are conveyed to an existing 40-ft gravity thickener prior to dewatering via sludge drying beds. The sedimentation basin sludge collection systems were upgraded in 2022. Sludge drying beds remain the County's selected dewatering method for the foreseeable future.

Fayette County Water System (FCWS) has requested Arcadis, as the current Engineer of Record, to evaluate the size of a new gravity thickener to allow for handling solids at a future high rated plant flow rate of 18 MGD.

As shown by the *Crosstown Water Treatment Plant Gravity Thickener Assessment and Upgrade Alternatives Technical Memorandum* the existing 40-ft gravity thickener is undersized for the current treatment capacity of 13.5 MGD and, with the anticipated introduction of Powder Activated Carbon (PAC) to the pretreatment system, along

with the future plant expansion to a filter high rate of 18 MGD, the gravity thickener will not be able to handle the increased solids production without risk of overloading solids to the sludge lagoons.

The new gravity thickener will be located in close proximity to the existing gravity thickener and will require a new sludge pump station. The new sludge drying beds will be located in parallel to the existing sludge drying beds and will likely require the relocation of some existing storm drain piping. Arcadis will work with FCWS during design to ensure that the location of the new structures allows for any future development plans on the Crosstown WTP site.

The following items are specifically excluded from this scope:

1. Evaluation or redesign of sedimentation basins or upstream solids collection systems
2. Evaluation of mechanical dewatering technologies, including but not limited to belt presses, centrifuges, screw presses, or plate-and-frame presses
3. Replacement of sludge drying beds or conversion to mechanical dewatering

## Project Team

The key members of our project team are listed below.

1. Travis Thomas, PE – Senior Process Mechanical Engineer
2. Eric Van Deventer, PE – Process Mechanical Engineer/ Assistant Project Manager
3. Donnell Duncan, PE – Senior Structural Engineer
4. Tom Powell, PE – Senior Electrical and Instrumentation & Controls Engineer/ Deputy Account Lead
5. Rich Greuel, PE – Senior Civil Engineer
6. Oasis Consulting Services – Geotechnical Sub Consultant
7. GPI Geospatial Inc. – Survey Sub Consultant

## Scope of Work

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

### Task 1 – Project Management Services

Project management services will include coordination with FCWS staff, budget and schedule tracking, and quality control of deliverables.

Deliverables include:

1. Project setup and coordination
2. Client Kick-off Meeting – Participate in a kickoff meeting with FCWS to discuss the following:
  - a. Define lines of communication and project governance protocols
  - b. Discuss goals and objectives of the project
  - c. Discuss probably functional requirements and design criteria
  - d. Review available information from FCWS for developing the existing site conditions.
  - e. Discuss additional information needs
  - f. Review scope and schedule for the entire project.
3. Arcadis will hold bi-weekly progress meetings. An Agenda will be provided for each meeting, one (1) business day prior to the meeting. Arcadis will provide minutes within seven (7) calendar days of the meeting.

4. Host submittal review meetings after each design phase (Engineering Evaluation, 30%, 90%)
5. Monthly Invoicing
6. Project Closeout

## **Task 2 – Data Collection and Engineering Evaluation**

The objectives of this task will be to confirm the site feasibility by analyzing the soil conditions, reviewing existing process piping, reviewing the condition of the existing drying beds and determining the system operational controls. Sizing of the Gravity thickener was completed and provided in the *Crosstown Water Treatment Plant Gravity Thickener Assessment and Upgrade Alternatives Technical Memorandum*. Variables such as influent and effluent solids concentrations used to size the proposed thickener will be validated during this task. The task has been broken down into the following subtasks:

### **Subtask 2.1 –Subsurface Utility Locate**

Subtask 2.1 consists of collecting survey of the site and locating all existing subsurface piping in the project area. Subsurface Utility Locate (SUE) will be conducted. It is assumed that no Level A SUE (uncovering the pipe with test holes) is expected to be necessary for this design. The SUE information will allow the design team to better understand the location of the existing process piping for tie in, location of the new Gravity thickener and drying beds and any unknowns.

### **Subtask 2.2 – Data Collection and Analysis**

Subtask 2.2 includes the collection and evaluation of available site, process, and solids data needed to support the design of the proposed gravity thickener and sludge drying bed improvements for Fayette County Water System (FCWS). This work will confirm existing conditions, assess the performance and operational constraints of the current solids handling facilities, and provide the basis for design assumptions, sizing, and layout development. Arcadis will use available record information, field verification, and targeted solids testing to develop a clear understanding of current conditions and future design needs.

#### **Site Analysis**

Arcadis will review available record drawings for the existing gravity thickener, sludge drying beds, and adjacent structures, utilities, and site features relevant to the project. Arcadis will conduct a minimum of one site visit to verify record drawing information, observe existing conditions, and confirm site constraints that may affect design and construction.

#### **Process Systems Analysis**

Arcadis will evaluate the existing sludge drying beds to assess their current condition, standard operating procedures, layout, and original design basis. This evaluation will be used to identify operational limitations, confirm existing capacity, and support development of recommended improvements.

Evaluation of the existing gravity thickener was completed previously under the *Crosstown Water Treatment Plant Gravity Thickener Assessment and Upgrade Alternatives Technical Memorandum*. Arcadis assumes that no additional gravity thickener process analysis will be required under this task order unless significant new information becomes available during field verification or solids testing.

## Solids Analysis

Arcadis will perform solids analyses to better understand sludge characteristics and solids loading through the existing thickening and drying processes. The results will be used to support evaluation of current operations and development of the proposed solids handling improvements.

### Solids to the thickener (PAC introduced)

Arcadis will evaluate solids production associated with the introduction of powdered activated carbon (PAC) to better understand the expected solids loading to the gravity thickener under the proposed pretreatment approach. Subject to FCWS approval, Arcadis will develop a tabletop testing plan and perform testing in the Crosstown WTP laboratory to estimate the resulting solids concentration. Arcadis will coordinate testing activities with FCWS staff to avoid disruption to normal plant operations.

### Solids within the thickener

Arcadis will also assess solids concentration within the existing gravity thickener to better understand current thickened sludge concentration and available sludge storage volume. Arcadis will collect representative samples from the thickener and perform total suspended solids (TSS) analysis on the sludge.

### Solids leaving the thickener

In addition, Arcadis will evaluate the solids concentration being discharged to the drying beds to better understand the current loading and capacity of the drying bed system under existing operations. Subject to FCWS approval, Arcadis will collect representative samples of thickened sludge upstream of the drying beds and perform TSS analysis on the sludge.

The data collected and analyzed under Subtask 2.2 will provide the technical foundation for subsequent design activities by confirming site conditions, documenting the operational status of the existing solids handling facilities, and establishing key solids loading and concentration parameters. The results of this subtask will be used to validate design assumptions, support sizing of the proposed improvements, and reduce uncertainty during later phases of design.

## Subtask 2.3 – Geotechnical Investigation (Geotechnical Exploration Report)

Geotechnical borings and exploration reporting is included in this scope. This work is to evaluate the in-situ soils and identify allowable bearing pressures for foundation design of the proposed thickener, sludge pump station and drying beds.

## Subtask 2.4 – Survey

A topographic and site preparation survey will be required to verify the existing site conditions. Task 2.4 includes collection and evaluation of the survey.

## Subtask 2.5 – Basis of Design Report (BODR)

Results of the solids production and solids thickening along with sludge drying bed analysis and pulling information from the *Crosstown Water Treatment Plant Gravity Thickener Assessment and Upgrade Alternatives Technical Memorandum* will be incorporated into a BODR. In addition to the lab results the report will define design decisions such as Gravity thickener sizing, sludge pump station sizing, drying bed expansion and analysis

of the existing drying beds, electrical needs, site drainage, results of the geotechnical investigation, SCADA and control needs and other pertinent items for design.

Arcadis shall schedule a review meeting to discuss the comments and incorporate these items into the final report.

Deliverables for Task 2.

1. BODR – summarizing the Task 2 analysis and results.

Meetings and Site Visits

1. One (1) site visit to the Crosstown WTP for field verification and coordination
2. One (1) site visit to the Crosstown WTP for Sludge sampling and analysis
3. One (1) meeting to review draft findings with FCWS

### **Task 3: 30% Desing of Crosstown WTP Solids Handling Upgrade**

Task 3 includes providing detailed design at 30% completion. Task 3 will include the following items:

1. Develop the following preliminary drawings.
  - a. General, Civil / Site showing existing conditions incorporating the survey and SUE information collected during Task 2
  - b. Preliminary Gravity Thickener & Sludge Pump Station Plan and Sections
  - c. Preliminary Sludge Drying Beds Plan and Sections
  - d. Preliminary Gravity Thickener & Sludge Pump Station P&ID
  - e. Preliminary Drying Beds P&ID
2. Prepare Table of Contents for Preliminary Technical Specifications anticipated for the project.
3. Develop Preliminary Opinion of Probable Construction Cost (OPCC) for the project based on the 30% design at a Class 3 level of accuracy of the Association for the Advancement of Cost Engineering (AACE) classification system.
4. Perform an internal technical review of the 30% design documents.
5. Submit 30% design submittal to FCWS.
6. Conduct 30% Design Overview Workshop with FCWS to review the 30% design.

Deliverables for Task 3:

1. 30% Preliminary Drawings in PDF format.
2. Technical Specifications TOC.
3. 30% OPCC.

### **Taks 4: 90% Design of Crosstown WTP Solids Handling Upgrade**

Task 4 includes providing detailed design at 90% completion. Task 5 will include the following items:

1. Develop the 90% design drawings for Civil, Process, Structural, Electrical and Instrumentation.
2. Technical Specifications.
3. Develop Preliminary Opinion of Probable Construction Cost for the project based on the 90% design at a Class 1 level of accuracy of AACE classification system.
4. Perform an internal technical review of the 90% design documents.
5. Submit 90% design submittal to FCWS.



6. Conduct 90% Design Overview Workshop with FCWS to review the 90% design.

Deliverables for Task 4:

1. 90% Preliminary Drawings in PDF format.
2. 90% Technical Specifications.
3. 90% OPCC.

## **Task 5: Final Design of Crosstown WTP Solids Handling**

The Final Design phase will consist of finalizing design documents, internal review for all the drawings and specifications, and incorporating the review comments to have a signed and sealed bid-ready contract documents. Task 5 includes the following items:

1. Finalize drawings and perform final internal review of drawings and specifications.
2. Prepare the signed and sealed documents for bidding after incorporating final internal review and FCWS comments.
3. Submit 100% Final Design submittal consisting of Bid-ready contract documents to FCWS.

Deliverables for Task 5:

1. Final Design Drawings.
2. Final Design Specifications.
3. Opinion of Probable Construction Cost.
4. Final Bid Form.

## **Task 6: Permitting**

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

1. Georgia EPD permitting

## **Schedule**

The work under this Task Order is anticipated to be completed within 3-4 months from Notice to Proceed, subject to FCWS review durations.

## **Fee**

Compensation will be provided on a time-and-materials, not-to-exceed basis, using the rates established under Contract #2378-S . A detailed fee breakdown will be provided with this Task Order.

## **Assumptions**

1. FCWS will provide relevant record documents and operational data upon request.
2. No evaluation of mechanical dewatering alternatives is included.
3. Solids analysis does not significantly deviate from the assumptions made in the *Crosstown Water Treatment Plant Gravity Thickener Assessment and Upgrade Alternatives Technical Memorandum*.
4. Soils are suitable for construction w/o the need for deep pile foundation.

## Closing

We appreciate the opportunity to continue supporting Fayette County Water System as Engineer of Record and look forward to assisting FCWS with targeted improvements to the Crosstown WTP solids handling.

Sincerely,

Eric M. Van Deventer, PE  
Process Mechanical Engineer/ Assistant Project Manager  
Arcadis U.S., Inc.

CC.

Travis Thomas, PE – Project Manager  
Tom Powell, PE – Deputy Account Lead  
Michael Diaz, PE – Account Lead

| Discipline                              |                                           | Project Management                         |                   |                   | Process Mechanical       |                                             |                |                   | Civil                    |                  |                 | Structural               |                 |                   | Electrical               |                 |                   | I&C                      |                 |                   | <div>ARCADIS</div> <div>FAYETTE<br/>County<br/>Water</div> |           |                  |      |                         |           |          |
|-----------------------------------------|-------------------------------------------|--------------------------------------------|-------------------|-------------------|--------------------------|---------------------------------------------|----------------|-------------------|--------------------------|------------------|-----------------|--------------------------|-----------------|-------------------|--------------------------|-----------------|-------------------|--------------------------|-----------------|-------------------|------------------------------------------------------------|-----------|------------------|------|-------------------------|-----------|----------|
| Role                                    |                                           | Account Lead                               | PM                | Project Assistant | QA/QC                    | Lead Engineer/<br>Assistant Project Manager | Jr. Engineer   | CADD Technician   | QA/QC                    | Lead Engineer    | CADD Technician | QA/QC                    | Lead Engineer   | CADD Technician   | QA/QC                    | Lead Engineer   | CADD Technician   | QA/QC                    | Lead Engineer   | CADD Technician   |                                                            |           |                  |      |                         |           |          |
| Staff Proposed                          |                                           | T. Powell                                  | T. Thomas         | Lois Dickson      | S. Chaparro              | E. Van Deventer                             | J. Ly          | GEC               | Rich G.                  | E. Van Deventer  | B. Jackson      | D. Duncan                | P. Lunkad       | GEC               | T. Powell                | N. Deshpande    | GEC               | T. Powell                | S. Ayoade       | GEC               |                                                            |           |                  |      |                         |           |          |
| Labor Category                          |                                           | Principal Engineer / SME                   | Managing Engineer | Project Assistant | Principal Engineer / SME | Project Engineer                            | Staff Engineer | Project Assistant | Principal Engineer / SME | Project Engineer | Designer        | Principal Engineer / SME | Senior Engineer | Project Assistant | Principal Engineer / SME | Senior Engineer | Project Assistant | Principal Engineer / SME | Senior Engineer | Project Assistant |                                                            |           |                  |      |                         |           |          |
| Labor Rate                              |                                           | \$222.79                                   | \$212.18          | \$86.99           | \$222.79                 | \$146.40                                    | \$114.58       | \$86.99           | \$222.79                 | \$146.40         | \$122.00        | \$222.79                 | \$196.27        | \$86.99           | \$222.79                 | \$196.27        | \$86.99           | \$222.79                 | \$196.27        | \$86.99           | ARCADIS Subtotals                                          |           |                  |      | Subcontractor Subtotals |           |          |
| Total Role Hours                        |                                           | 8                                          | 92                | 14                | 16                       | 76                                          | 48             | 180               | 76                       | 66               | 200             | 80                       | 262             | 190               | 14                       | 68              | 150               | 12                       | 56              | 80                |                                                            |           |                  |      |                         |           |          |
| Total Hours (by Discipline)             |                                           | 114                                        |                   |                   | 320                      |                                             |                |                   | 342                      |                  |                 | 532                      |                 |                   | 232                      |                 |                   | 148                      |                 |                   | Total Hours                                                |           | Total Labor Cost |      | Total Labor Cost        | Allowance | Subtotal |
| Total Role Cost                         |                                           | \$1,782                                    | \$19,521          | \$1,218           | \$3,565                  | \$11,126                                    | \$5,500        | \$15,658          | \$16,932                 | \$9,662          | \$24,400        | \$17,823                 | \$51,423        | \$16,528          | \$3,119                  | \$13,346        | \$13,049          | \$2,673                  | \$10,991        | \$6,959           |                                                            |           |                  |      |                         |           |          |
| Total Labor Cost (by Discipline)        |                                           | \$22,521                                   |                   |                   | \$35,849                 |                                             |                |                   | \$50,994                 |                  |                 | \$85,774                 |                 |                   | \$29,514                 |                 |                   | \$20,624                 |                 |                   | 1,688                                                      | \$245,276 | \$39,700         | \$0  | \$245,276               |           |          |
| Cost Percentage (by Discipline)         |                                           | 8%                                         |                   |                   | 13%                      |                                             |                |                   | 18%                      |                  |                 | 30%                      |                 |                   | 10%                      |                 |                   | 7%                       |                 |                   | 1,688                                                      | \$245,276 | 14%              | 0%   | \$245,276               |           |          |
| TASK 1                                  |                                           | Project Management Services                |                   |                   |                          |                                             |                |                   |                          |                  |                 |                          |                 |                   |                          |                 |                   |                          |                 |                   |                                                            |           |                  |      |                         |           |          |
|                                         | 1.01 Project Management                   | 2                                          | 16                | 8                 | 4                        |                                             |                |                   |                          |                  |                 |                          |                 |                   |                          |                 |                   |                          |                 |                   | 30                                                         | \$5,122   |                  |      | \$5,122                 |           |          |
|                                         | 1.02 Client and Internal Kick-off Meeting | 2                                          | 4                 |                   | 4                        |                                             |                |                   |                          |                  |                 |                          |                 |                   |                          |                 |                   |                          |                 |                   | 10                                                         | \$1,880   |                  |      | \$1,880                 |           |          |
|                                         | 1.03 Project Monthly Invoicing            |                                            | 4                 | 4                 |                          |                                             |                |                   |                          |                  |                 |                          |                 |                   |                          |                 |                   |                          |                 |                   | 8                                                          | \$1,197   |                  |      | \$1,197                 |           |          |
|                                         | 1.04 Project Closeout                     | 2                                          | 2                 | 2                 |                          |                                             |                |                   |                          |                  |                 |                          |                 |                   |                          |                 |                   |                          |                 |                   | 6                                                          | \$1,044   |                  |      | \$1,044                 |           |          |
| Sub-total Task Hours                    |                                           | 6                                          | 26                | 14                | —                        | 8                                           | —              | —                 | —                        | —                | —               | —                        | —               | —                 | —                        | —               | —                 | —                        | —               | —                 | 54                                                         | \$9,242   | \$ —             | \$ — | \$9,242                 |           |          |
| TASK 2                                  |                                           | Data Collection and Engineering Evaluation |                   |                   |                          |                                             |                |                   |                          |                  |                 |                          |                 |                   |                          |                 |                   |                          |                 |                   |                                                            |           |                  |      |                         |           |          |
|                                         | 2.01 Subsurface Utility Locate            |                                            |                   |                   | 2                        |                                             |                |                   | 2                        |                  |                 | 8                        |                 |                   |                          |                 |                   |                          |                 |                   | 2                                                          | \$293     |                  |      | \$293                   |           |          |
|                                         | 2.02 Data Collection and Analysis         | 4                                          |                   |                   | 2                        |                                             |                |                   | 8                        |                  |                 | 4                        |                 |                   |                          |                 |                   |                          |                 |                   | 14                                                         | \$2,864   |                  |      | \$2,864                 |           |          |
|                                         | 2.03 Site Analysis                        |                                            |                   |                   |                          |                                             |                |                   | 8                        |                  |                 | 4                        |                 |                   |                          |                 |                   |                          |                 |                   | 12                                                         | \$2,368   |                  |      | \$2,368                 |           |          |
|                                         | 2.04 Process Systems Analysis             |                                            |                   |                   | 2                        |                                             |                |                   | 8                        |                  |                 |                          |                 |                   |                          |                 |                   |                          |                 |                   | 10                                                         | \$1,209   |                  |      | \$1,209                 |           |          |
|                                         | 2.05 Solids Analysis                      |                                            |                   |                   | 2                        |                                             |                |                   | 8                        |                  |                 |                          |                 |                   |                          |                 |                   |                          |                 |                   | 10                                                         | \$1,209   |                  |      | \$1,209                 |           |          |
|                                         | 2.06 Geotechnical Investigation           |                                            |                   |                   |                          |                                             |                |                   |                          |                  |                 | 4                        |                 |                   | 24                       |                 |                   |                          |                 |                   | 28                                                         | \$5,602   | 25,000           |      | \$30,602                |           |          |
|                                         | 2.07 Topographic Survey                   |                                            |                   |                   |                          |                                             |                |                   |                          |                  |                 |                          |                 |                   |                          |                 |                   |                          |                 |                   | 4                                                          | \$586     | 14,700           |      | \$15,286                |           |          |
|                                         | 2.08 Basis of Design Report               | 2                                          | 2                 |                   | 2                        | 4                                           | 4              |                   | 4                        | 4                |                 | 2                        | 8               |                   | 2                        | 4               |                   | 2                        | 4               |                   | 40                                                         | \$7,728   |                  |      | \$7,728                 |           |          |
| Sub-total Task Hours                    |                                           | 2                                          | 6                 | —                 | 4                        | 8                                           | 20             | —                 | 12                       | 10               | —               | 6                        | 40              | —                 | 2                        | 4               | —                 | 2                        | 4               | —                 | 120                                                        | \$21,859  | \$ 39,700        | \$ — | \$ —                    | \$61,559  |          |
| TASK 3                                  |                                           | 30% Design                                 |                   |                   |                          |                                             |                |                   |                          |                  |                 |                          |                 |                   |                          |                 |                   |                          |                 |                   |                                                            |           |                  |      |                         |           |          |
|                                         | 3.01 General Drawings                     | 2                                          |                   |                   | 2                        |                                             |                |                   | 2                        |                  |                 |                          |                 |                   |                          |                 |                   |                          |                 |                   | 6                                                          | \$1,010   |                  |      | \$1,010                 |           |          |
|                                         | 3.02 Civil Drawings                       | 4                                          |                   |                   |                          |                                             |                |                   | 24                       |                  |                 | 12                       |                 |                   | 80                       |                 |                   |                          |                 |                   | 120                                                        | \$17,712  |                  |      | \$17,712                |           |          |
|                                         | 3.02 Process Mechanical Drawings          | 4                                          |                   |                   | 4                        |                                             |                |                   | 8                        |                  |                 | 20                       |                 |                   | 120                      |                 |                   |                          |                 |                   | 156                                                        | \$15,641  |                  |      | \$15,641                |           |          |
|                                         | 3.03 Electrical Drawings                  |                                            |                   |                   |                          |                                             |                |                   |                          |                  |                 |                          |                 |                   | 40                       |                 |                   | 4                        |                 |                   | 84                                                         | \$7,744   |                  |      | \$7,744                 |           |          |
|                                         | 3.04 Specifications Table of Contents     | 4                                          |                   |                   | 4                        |                                             |                |                   | 2                        |                  |                 | 6                        |                 |                   |                          |                 |                   | 2                        |                 |                   | 22                                                         | \$4,135   |                  |      | \$4,135                 |           |          |
|                                         | 3.05 OPCC                                 |                                            |                   |                   | 4                        |                                             |                |                   |                          |                  |                 |                          |                 |                   |                          |                 |                   |                          |                 |                   | 4                                                          | \$586     |                  |      | \$586                   |           |          |
|                                         | 3.06 30% Design Workshop                  | 4                                          |                   |                   | 4                        |                                             |                |                   |                          |                  |                 |                          |                 |                   |                          |                 |                   | 2                        |                 |                   | 14                                                         | \$2,665   |                  |      | \$2,665                 |           |          |
| Sub-total Task Hours                    |                                           | —                                          | 18                | —                 | 4                        | 22                                          | 20             | 120               | 24                       | 16               | 80              | 2                        | 6               | 40                | 2                        | 8               | 20                | —                        | 4               | 20                | 406                                                        | \$49,494  | \$ —             | \$ — | \$49,494                |           |          |
| TASK 4                                  |                                           | 90% Design                                 |                   |                   |                          |                                             |                |                   |                          |                  |                 |                          |                 |                   |                          |                 |                   |                          |                 |                   |                                                            |           |                  |      |                         |           |          |
|                                         | 4.01 General Drawings                     | 2                                          |                   |                   |                          |                                             |                |                   | 16                       |                  |                 | 12                       |                 |                   | 80                       |                 |                   |                          |                 |                   | 2                                                          | \$424     |                  |      | \$424                   |           |          |
|                                         | 4.02 Civil Drawings                       | 4                                          |                   |                   |                          |                                             |                |                   |                          |                  |                 |                          |                 |                   |                          |                 |                   |                          |                 |                   | 112                                                        | \$15,930  |                  |      | \$15,930                |           |          |
|                                         | 4.03 Process Mechanical Drawings          | 4                                          |                   |                   | 4                        |                                             |                |                   | 2                        |                  |                 | 4                        |                 |                   | 40                       |                 |                   |                          |                 |                   | 54                                                         | \$5,971   |                  |      | \$5,971                 |           |          |
|                                         | 4.04 Structural Drawings                  | 4                                          |                   |                   |                          |                                             |                |                   |                          |                  |                 |                          |                 |                   | 110                      |                 |                   |                          |                 |                   | 312                                                        | \$50,711  |                  |      | \$50,711                |           |          |
|                                         | 4.05 Instrumentation Drawings             | 4                                          |                   |                   |                          |                                             |                |                   |                          |                  |                 |                          |                 |                   |                          |                 |                   |                          |                 |                   | 72                                                         | \$9,930   |                  |      | \$9,930                 |           |          |
|                                         | 4.06 Electrical Drawings                  | 4                                          |                   |                   |                          |                                             |                |                   |                          |                  |                 |                          |                 |                   |                          |                 |                   | 4                        |                 |                   | 150                                                        | \$17,589  |                  |      | \$17,589                |           |          |
|                                         | 4.07 Specifications                       | 4                                          |                   |                   | 16                       |                                             |                |                   | 8                        |                  |                 | 16                       |                 |                   |                          |                 |                   | 2                        |                 |                   | 120                                                        | \$22,551  |                  |      | \$22,551                |           |          |
|                                         | 4.08 OPCC                                 |                                            |                   |                   | 4                        |                                             |                |                   |                          |                  |                 |                          |                 |                   |                          |                 |                   | 2                        |                 |                   | 4                                                          | \$586     |                  |      | \$586                   |           |          |
|                                         | 4.09 90% Design Workshop                  | 4                                          |                   |                   | 4                        |                                             |                |                   |                          |                  |                 |                          |                 |                   |                          |                 |                   | 2                        |                 |                   | 8                                                          | \$1,434   |                  |      | \$1,434                 |           |          |
| Sub-total Task Hours                    |                                           | —                                          | 30                | —                 | 4                        | 26                                          | 4              | 40                | 24                       | 28               | 80              | 62                       | 176             | 110               | 6                        | 48              | 110               | 6                        | 40              | 40                | 834                                                        | \$125,126 | \$ —             | \$ — | \$125,126               |           |          |
| TASK 5                                  |                                           | 100% Design                                |                   |                   |                          |                                             |                |                   |                          |                  |                 |                          |                 |                   |                          |                 |                   |                          |                 |                   |                                                            |           |                  |      |                         |           |          |
|                                         | 5.01 General Drawings                     |                                            |                   |                   | 2                        |                                             |                |                   | 16                       |                  |                 | 8                        |                 |                   | 40                       |                 |                   |                          |                 |                   | 2                                                          | \$293     |                  |      | \$293                   |           |          |
|                                         | 5.02 Civil Drawings                       | 2                                          |                   |                   |                          |                                             |                |                   | 16                       |                  |                 | 8                        |                 |                   | 40                       |                 |                   |                          |                 |                   | 66                                                         | \$10,040  |                  |      | \$10,040                |           |          |
|                                         | 5.03 Process Mechanical Drawings          | 2                                          |                   |                   | 4                        |                                             |                |                   | 2                        |                  |                 | 4                        |                 |                   | 20                       |                 |                   |                          |                 |                   | 32                                                         | \$3,806   |                  |      | \$3,806                 |           |          |
|                                         | 5.04 Structural Drawings                  | 2                                          |                   |                   |                          |                                             |                |                   |                          |                  |                 |                          |                 |                   | 40                       |                 |                   |                          |                 |                   | 82                                                         | \$11,967  |                  |      | \$11,967                |           |          |
|                                         | 5.05 Instrumentation Drawings             | 2                                          |                   |                   |                          |                                             |                |                   |                          |                  |                 |                          |                 |                   |                          |                 |                   |                          |                 |                   | 30                                                         | \$3,840   |                  |      | \$3,840                 |           |          |
|                                         | 5.06 Electrical Drawings                  | 2                                          |                   |                   |                          |                                             |                |                   |                          |                  |                 |                          |                 |                   |                          |                 |                   | 4                        |                 |                   | 30                                                         | \$3,840   |                  |      | \$3,840                 |           |          |
|                                         | 5.07 Specifications                       | 2                                          |                   |                   | 4                        |                                             |                |                   | 4                        |                  |                 | 8                        |                 |                   |                          |                 |                   | 4                        |                 |                   | 28                                                         | \$5,181   |                  |      | \$5,181                 |           |          |
|                                         | 5.08 OPCC                                 |                                            |                   |                   | 4                        |                                             |                |                   |                          |                  |                 |                          |                 |                   |                          |                 |                   |                          |                 |                   | 4                                                          | \$586     |                  |      | \$586                   |           |          |
| Sub-total Task Hours                    |                                           | —                                          | 12                | —                 | 4                        | 12                                          | 4              | 20                | 16                       | 12               | 40              | 10                       | 40              | 40                | 4                        | 8               | 20                | 4                        | 8               | 20                | 274                                                        | \$39,554  | \$ —             | \$ — | \$39,554                |           |          |
| Budgetary Expenses (Other Direct Costs) |                                           |                                            |                   |                   |                          |                                             |                |                   |                          |                  |                 |                          |                 |                   |                          |                 |                   |                          |                 |                   |                                                            |           |                  |      |                         |           |          |
| Total Labor Cost                        |                                           |                                            |                   |                   |                          |                                             |                |                   |                          |                  |                 |                          |                 |                   |                          |                 |                   |                          |                 |                   | 1,688                                                      | \$245,276 | \$39,700         | \$0  | \$284,976               |           |          |
| TOTAL                                   |                                           |                                            |                   |                   |                          |                                             |                |                   |                          |                  |                 |                          |                 |                   |                          |                 |                   |                          |                 |                   |                                                            | \$245,276 | \$39,700         | \$0  | \$284,976               |           |          |



Fayette County Water System Crosstown WTP Thickener Evaluation  
Arcadis U.S., Inc.

**SUBJECT**

Fayette County Water System  
Crosstown Water Treatment Plant  
Gravity Thickener Assessment and Upgrade Alternatives  
Technical Memorandum REV01

**TO**

Vanessa Tigert, PG

**DATE**

June 25, 2026

**OUR REF**

Task Order TO 26-01 – General On-call support services

**DEPARTMENT**

Water

**PROJECT NUMBER**

30291521

**COPIES TO**

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## 1. Introduction

Fayette County Water System (FCWS) requested Arcadis U.S., Inc. (Arcadis) update and refine the Jacobs Engineering Group Inc., *Crosstown WTP Solids Handling Evaluation, Solids Handling Evaluation Technical Memorandum*, (January 16, 2020) solely as it relates to gravity thickening at the Crosstown Water Treatment Plant (WTP), building upon the prior work and reflecting future high rate demands.

The analysis includes reviewing solids production in the sedimentation basins, assessing current solids loading, investigating the causes of solids overloading at the gravity thickener effluent launder weir, and projecting solids production for higher flows. The preliminary review of solids production includes the addition of Powder Activated Carbon (PAC) for organics and taste and odor (T/O) control. A separate organics and T/O removal with PAC evaluation will be provided in a separate memorandum.

This document summarizes the findings, recommends strategies to handle increased solids production, and outlines options to improve solids handling at Crosstown WTP. Evaluation of sedimentation basin modifications, drying bed capacity and alternative dewatering methods is outside the scope of this memorandum and may be addressed in future studies.

## Crosstown WTP History and Operations

The Crosstown WTP is owned and operated by FCWS and is a conventional surface water treatment facility with a permitted capacity of 13.5 million gallons per day (MGD) and planned future expansion to a high rated capacity of 18 MGD. The Crosstown WTP influent flow averaged 6.75 MGD on a day-to-day basis between 2022 and 2025 as seen in the Crosstown Monthly Operating Reports (MOR).

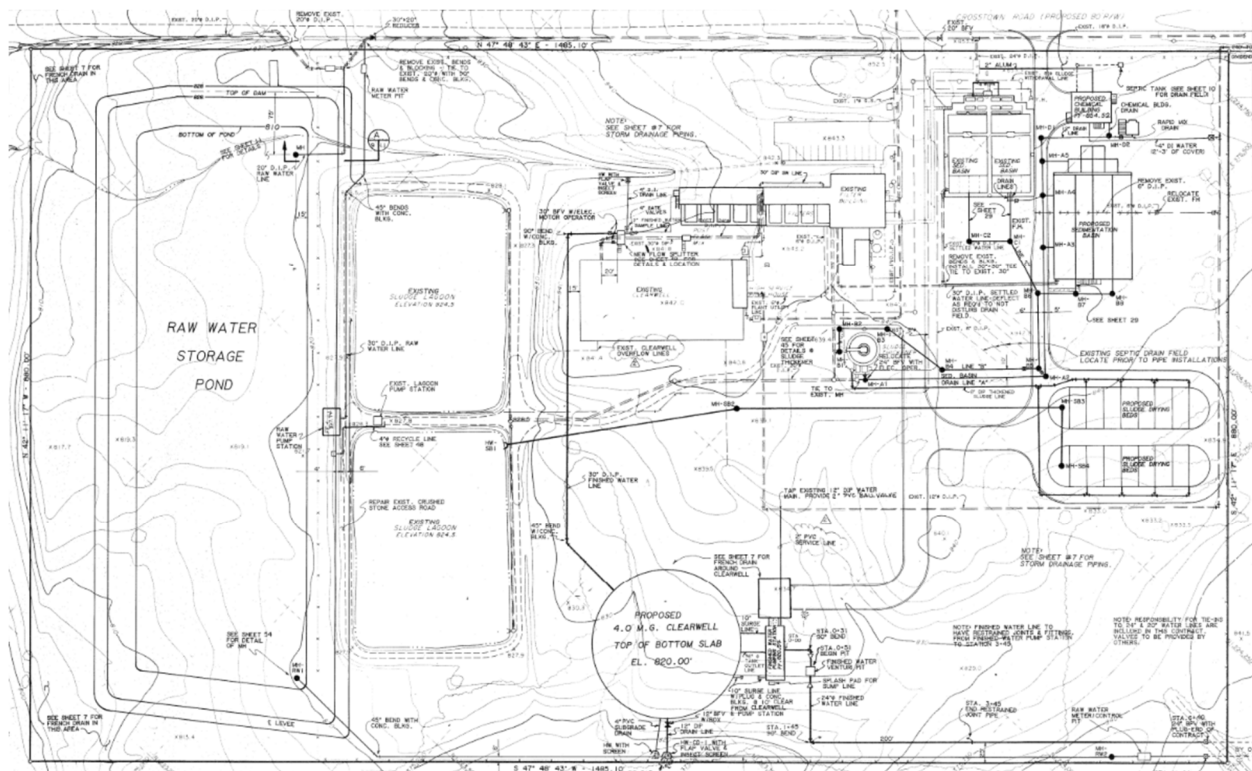
The Crosstown WTP draws raw surface water from Lake Peachtree, Lake McIntosh, Lake Kedron, and occasionally Lake Horton. The treatment process consists of rapid mix, flocculation, sedimentation, filtration, and disinfection.

In January 2020, Jacobs Engineering Group, Inc., under the FCWS's prior Engineer of Record contract, completed a Solids Handling Evaluation Technical Memorandum for the Crosstown WTP. That evaluation included assessments of sedimentation basin solids removal, gravity thickening performance, and downstream dewatering alternatives.

Fayette County Water System  
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In May 2023, construction of the Hoseless Solids Collection System at the Crosstown WTP reached substantial completion, and the new system was successfully commissioned. Since then, the collection system has enabled operations staff to withdraw solids from the sedimentation basins at approximately 195 gallons per minute (gpm), for an average duration of 40 minutes per cycle. This improvement has allowed FCWS to reduce the amount of water sent to the gravity thickener and increase the volume of solids collected during each withdrawal. At the current average plant flow rate of 6.75 MGD, the sedimentation basins now have a sludge withdrawal interval of approximately 40 hours. It is important to note that sedimentation basins 1 through 4 have a sludge collection cycle that averages 30 minutes, and sedimentation basins 4 through 8 have a sludge collection cycle that averages 45 minutes due to the differences in basin length.

In recent years, FCWS has experienced solids overloading across the peripheral v-notched weir of the existing gravity thickener during sludge blowdown events from the sedimentation basins. Excess solids are conveyed over the weir to the sludge lagoons, resulting in accelerated accumulation compared to historical rates. Consequently, the lagoons now require dredging to restore their operational capacity.



**Figure 1: Crosstown WTP Overall Site Plan**



## 2. Summary of Current Plant Operations

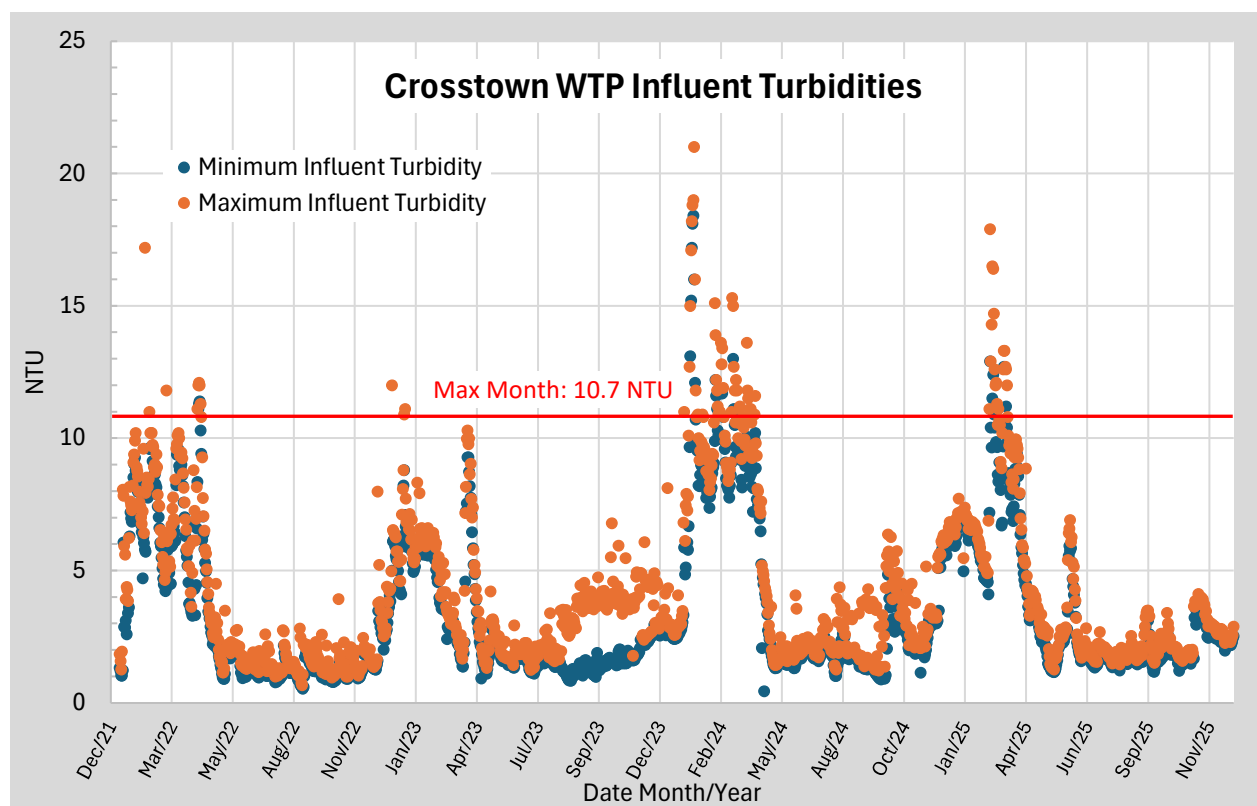
### Raw Water Quality and Operational Data

Arcadis reviewed plant operational data from the Crosstown WTP monthly operating reports (MORs) for the period of January 2022 through December 2025 and collected additional operations records from plant staff. A summary of key raw water quality and operational parameters is presented in Table 1.

Raw water turbidity values average about 4.21 NTU over the 2022–2025 period, while the Maximum Month turbidity of 10.7 NTU was recorded for this period. Continuous pretreatment chemical dosing data for Alum and Lime was provided for the period of January 2025 to December 2025. Chemical feed data for the 2022–2025 period was not available. Currently, Crosstown WTP does not feed powdered activated carbon (PAC).

**Table 1. Crosstown WTP Key Operational Parameters (2022–2025)**

| Parameter               | Units | Average | Max Month |
|-------------------------|-------|---------|-----------|
| Raw Water Turbidity     | NTU   | 4.21    | 10.7      |
| Alum Dosage (2025 data) | mg/L  | 35.1    | 44        |
| Lime Dosage (2025 data) | mg/L  | 6.1     | 11        |

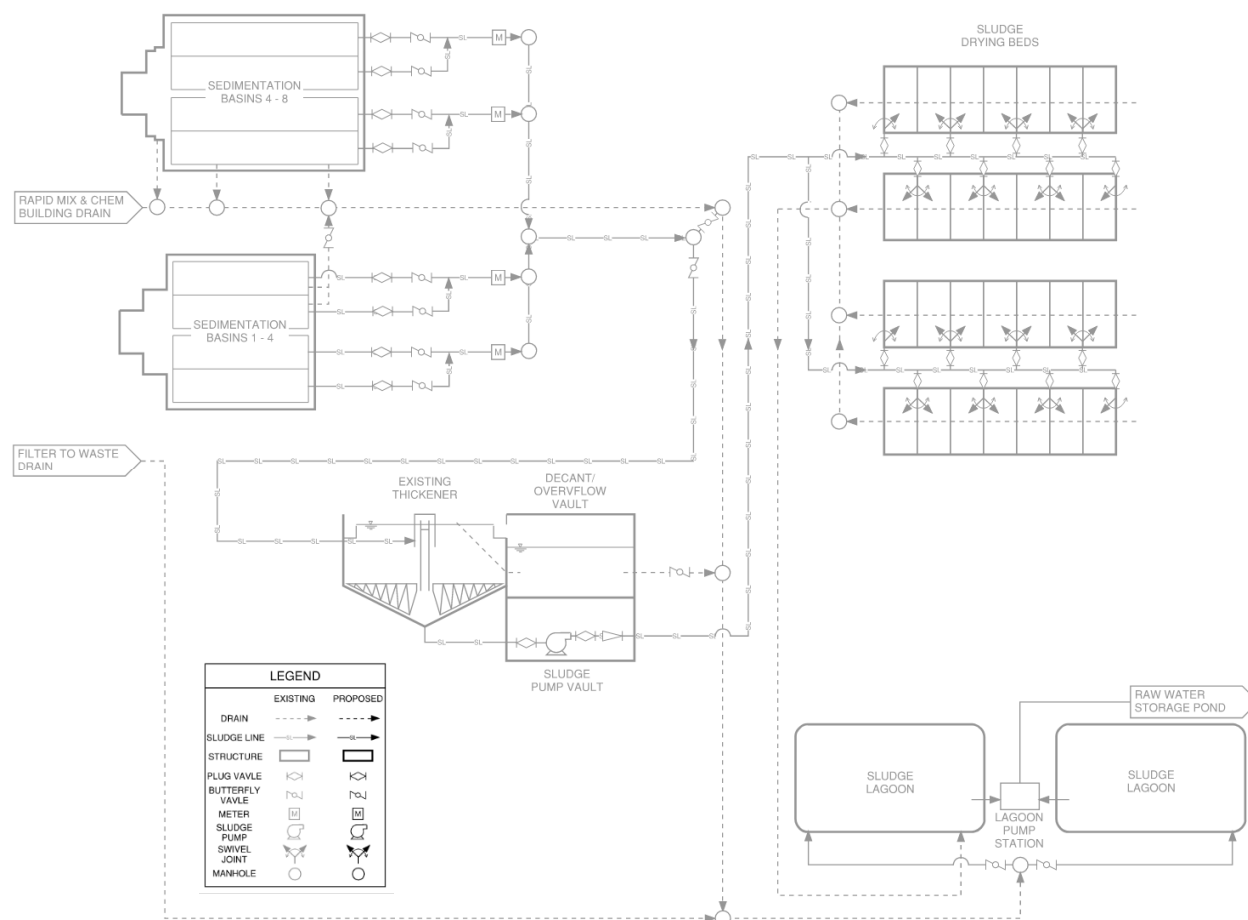


**Figure 2: Historical Raw Water Turbidity at Crosstown WTP (2022 – 2025)**

Fayette County Water System  
Crosstown WTP Gravity Thickener Evaluation

## Plant Solids Overview

The figure below represents a flow diagram of the solids handling systems at the Crosstown WTP.



**Figure 3: Existing Solids Handling Process Flow Diagram**

Solids at the Crosstown WTP are primarily generated from sedimentation processes and are conveyed to a 40-ft diameter gravity thickener prior to dewatering via sludge drying beds (blowdown). Solids generated during coagulation and sedimentation are removed from eight sedimentation basins by the Hoseless Solids Collection System and conveyed by gravity to a single 40-ft-diameter in-ground gravity thickener.

Thickened sludge is pumped from the thickener underflow to sludge drying beds for dewatering. Decant (overflow) from the thickener flows by gravity to the backwash recovery lagoon, where it is returned to the raw water reservoir and recycled to the head of the plant. Currently, the thickener experiences solids overflowing through the decant launder during sedimentation basin blowdown.

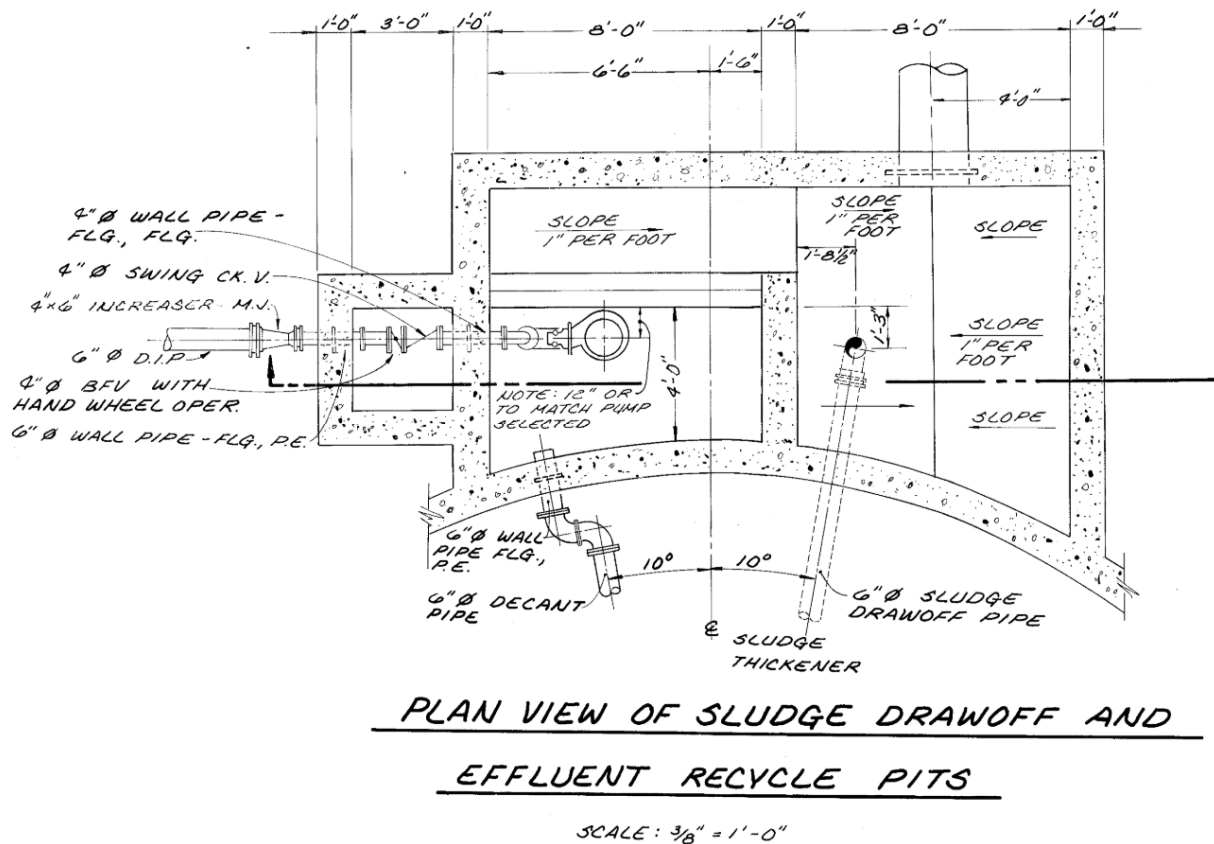
Solids removed from the filtration process through both backwash and filter to waste are sent directly to the sludge lagoons where they are returned to the onsite raw water storage pond and eventually recycled to the head of the plant.

Sludge drying beds remain the County's selected dewatering method for the foreseeable future.

## Existing Gravity Thickener Description & History

### Original Construction

The existing gravity thickener was designed in 1984 during the original commissioning of the Crosstown WTP. The thickener peripheral launder and decant pipe collected decant (supernatant) flow, and a pump was used to return decant water back to the head of the plant (upstream of the Raw Water Meter & downstream of the raw water pump station). All sludge was pulled from the bottom of the thickener and sent directly to the lagoons by gravity. A sludge overflow weir was installed to push sludge to combine with the decant water in the event that the sludge blanket grew to an excessive elevation. The original design did not include any form of dewatering.

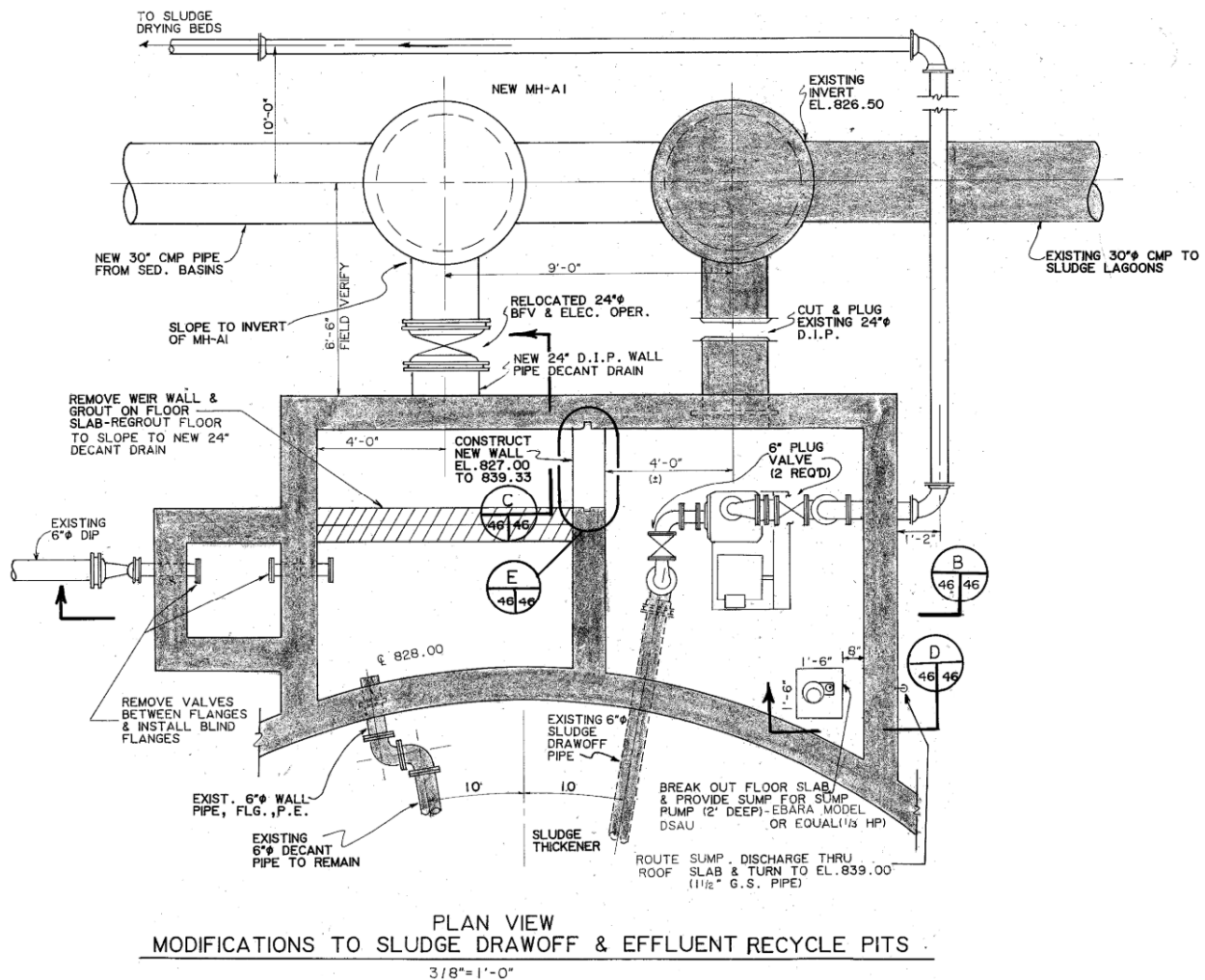


**Figure 4: Thickener Draw off and Effluent 1984 Plan View.**

Fayette County Water System  
Crosstown WTP Gravity Thickener Evaluation

## Modifications

Modifications were made to the thickener in 1991. The sludge overflow weir was abandoned and a new drain pipe was installed to direct decant water to the sludge lagoons. The existing decant return pipe that forced decant water to the head of the plant was abandoned in place. A new sludge pump was installed to pump sludge from the bottom of the thickener to the new drying beds.



**Figure 5: Thickener Draw off and Effluent Recycle 1991 (Current) Plan View.**

The existing gravity thickener is a 40-ft-diameter, in-ground circular concrete basin with a sloped conical bottom section. Key physical characteristics are summarized in Table 2.

**Table 2. Existing Gravity Thickener Physical Characteristics**

| Parameter                                        | Value         | Units          |
|--------------------------------------------------|---------------|----------------|
| Diameter                                         | 40            | ft             |
| Top Section (Cylindrical) Height                 | 15            | ft             |
| Cone Section Height                              | 5.50          | ft             |
| Total Volume                                     | 158,200       | gallons        |
| Surface Area                                     | 1,260         | sf             |
| Volume per Foot of Depth (Top Section)           | 9,400         | gal/ft         |
| Cone Section Volume                              | 17,200        | gallons        |
| Bottom 3 ft of Top Section Volume                | 28,200        | gallons        |
| <b>Total Volume Available for Sludge Storage</b> | <b>45,400</b> | <b>gallons</b> |

The thickener is equipped with a slow-speed rake mechanism that sweeps settled solids toward the center sump, a manually adjustable decant mechanism for controlling overflow elevation, and a v-notched launder weir which is the primary overflow outlet, allowing “clean” supernatant to spill out to the sludge lagoon as influent volume raises the thickener’s water level. A thickened solids pump rated at approximately 400 gpm conveys underflow to the sludge drying beds. (Arcadis did not independently verify the flow rating of the pump, 400 gpm is a value retrieved from the Jacobs report)

The current thickener is operated intermittently as a batch process rather than on a continuous basis. Solids are received from sedimentation basin blowdowns, allowed to settle and thicken over time, and then pumped to the drying beds when bed capacity is available.

### 3. Estimated Residuals Production

This section summarizes the methodology and assumptions used to estimate residuals production at the Crosstown Water Treatment Plant. A combination of industry standard ratios, field testing, and historical data from Crosstown WTP were employed to develop reliable estimates for various sludge types generated during treatment processes. The following subsections detail the quantities and characteristics of turbidity, coagulant, softening, powdered activated carbon, iron and manganese, and spent filter backwash residuals, as well as solids concentrations entering and within the gravity thickener. Each subsection outlines the conditions under a Current Average Plant flow of 6.75 MGD, Current Permitted Flow of 13.5 MGD and a future Filter High Rate flow of 18.0 MGD. Though this analysis outlines the conditions at 18.0 MGD, there is an assumption that Crosstown WTP will not be running at 18 MGD for prolonged periods of time. The parameters for developing residual production can be seen in the table below:



**Table 3. Sludge Production Parameters**

| Parameter                             | Value | Notes                                                    |
|---------------------------------------|-------|----------------------------------------------------------|
| <b>Turbidity</b>                      |       |                                                          |
| Average                               | 4.21  | Average Crosstown WTP raw water from 01/01/22 - 12/31/25 |
| Maximum-Month Raw Water Turbidity     | 10.7  | Average Crosstown WTP raw water from 01/01/22 - 12/31/25 |
| <b>Chemical Addition to Sed Basin</b> |       |                                                          |
| Alum - average dose                   | 35    | Crosstown WTP 2025 Chemical Dosing Data                  |
| Alum - maximum dose                   | 44    | Crosstown WTP 2025 Chemical Dosing Data                  |
| PAC- average dose                     | 15.0  | Outside PAC testing                                      |
| PAC - maximum dosage                  | 30.0  | Outside PAC testing                                      |
| Lime - average dose                   | 7     | Crosstown WTP 2025 Chemical Dosing Data                  |
| Lime - maximum dose                   | 11    | Crosstown WTP 2025 Chemical Dosing Data                  |

## Turbidity Sludges

For our design considerations the ratio of 1 NTU : 1.2 mg/L dry solids produced were used to determine the coagulant sludge quantity. This is a typical conservative factor; site specific bench scale testing could result in a more precise conversion.

**Table 4. Turbidity Sludge**

| Parameter                                | Current Average Plant Flow<br>(6.75 MGD) | Current Design<br>Flow (13.5 MGD) | Highrate Plant Flow<br>(18 MGD) |
|------------------------------------------|------------------------------------------|-----------------------------------|---------------------------------|
| Average Raw Water Turbidity<br>(NTU)     | 4.21                                     | 4.21                              | 4.21                            |
| Average Residuals Production<br>(lb/d)   | 274                                      | 568                               | 758                             |
| Max Month Raw Water Turbidity<br>(NTU)   | 10.7                                     | 10.7                              | 10.7                            |
| Max Month Residuals Production<br>(lb/d) | 1,366                                    | 2,837                             | 3,783                           |

## Coagulant Sludges

When aluminum sulfate is added to water a new aluminum hydroxide compound is formed and precipitates as alum sludge. For our design considerations the ratio of 1lb Aluminum sulfate: 0.26 lb of aluminum hydroxide was used to determine the coagulant sludge quantity.

**Table 5. Coagulant Sludge**

| Parameter                                | Current Average Plant Flow<br>(6.75 MGD) | Current Design<br>Flow (13.5 MGD) | Highrate Plant Flow<br>(18 MGD) |
|------------------------------------------|------------------------------------------|-----------------------------------|---------------------------------|
| Average Alum Dosage (mg/L)               | 35                                       | 35                                | 35                              |
| Average Residuals Production<br>(lb/d)   | 492                                      | 1,021                             | 1,362                           |
| Max Month Alum Dosage (mg/L)             | 35                                       | 35                                | 35                              |
| Max Month Residuals Production<br>(lb/d) | 492                                      | 1,021                             | 1,362                           |

## Lime Sludge

Lime sludge varies depending on the hardness of the raw water and raw-water chemistry. An assumption that 10% of lime is insoluble was applied to determine a quantity of softening sludge.

**Table 6. Lime Sludge**

| Parameter                                   | Current Average Plant Flow<br>(6.75 MGD) | Current Design<br>Flow (13.5 MGD) | Highrate Plant Flow<br>(18 MGD) |
|---------------------------------------------|------------------------------------------|-----------------------------------|---------------------------------|
| Average Lime Dosage - Rapid<br>Mix (mg/L)   | 7                                        | 7                                 | 7                               |
| Average Residuals Production<br>(lb/d)      | 39                                       | 81                                | 108                             |
| Max Month Lime Dosage - Rapid<br>Mix (mg/L) | 11                                       | 11                                | 11                              |
| Max Month Residuals Production<br>(lb/d)    | 60                                       | 124                               | 165                             |

## Powdered Activated Carbon Precipitate (PAC)

PAC does not dissolve and is heavy enough to settle in the sedimentation basins, therefore, a 1:1 ratio was applied to determine the PAC precipitate.

Currently, there is no PAC being fed at Crosstown WTP, though additional studies conducted to determine the ideal PAC dose rate for the raw water sources feeding Crosstown WTP indicate a maximum dose rate of 30 mg/L. For this conservative estimate, the maximum 30 mg/L is considered.

**Table 7. Powdered Activated Carbon Precipitate**

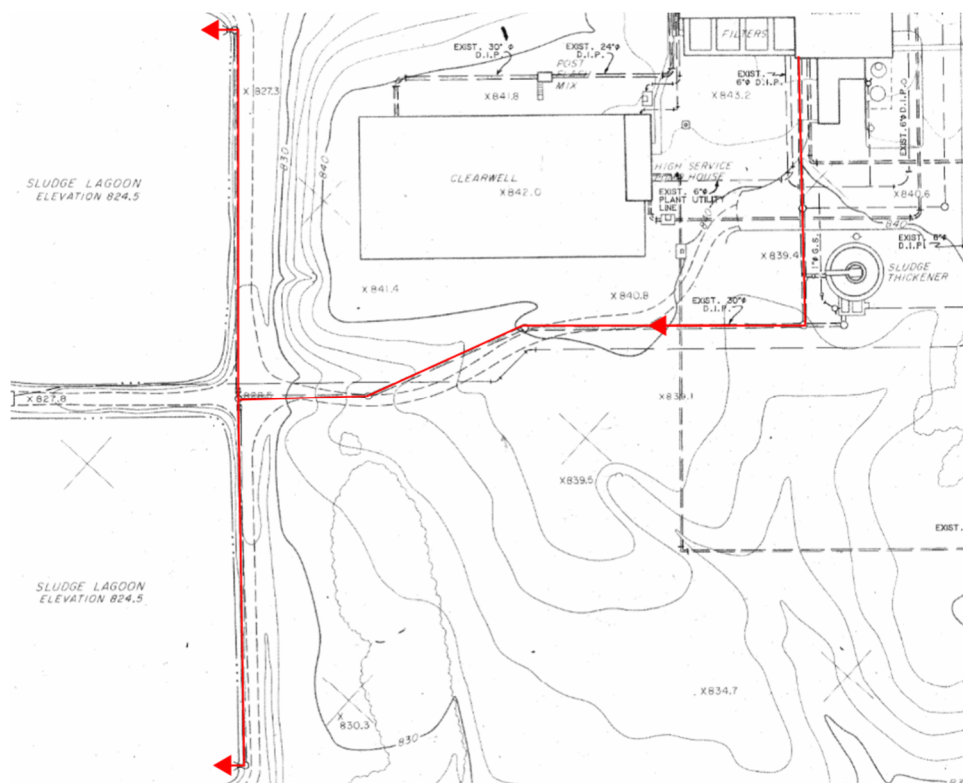
| Parameter                                | Current Average Plant Flow<br>(6.75 MGD) | Current Design<br>Flow (13.5 MGD) | Highrate Plant Flow<br>(18 MGD) |
|------------------------------------------|------------------------------------------|-----------------------------------|---------------------------------|
| Average PAC Dosage (mg/L)                | 15                                       | 15                                | 15                              |
| Average Residuals Production<br>(lb/d)   | 813                                      | 1,689                             | 2,252                           |
| Max Month PAC Dosage (mg/L)              | 30                                       | 30                                | 30                              |
| Max Month Residuals Production<br>(lb/d) | 1,626                                    | 3,378                             | 4,504                           |

## Iron & Manganese Precipitates

Soluble Iron and Manganese do create a precipitate when oxidized; however, with the highest concentrations of iron and manganese being less than 1 mg/L between 2022 and 2025, they do not contribute significantly to the sludge production and were not considered as part of this analysis.

## Spent Filter Backwash Water

Spent filter backwash water is currently diverted directly to the sludge lagoons and does not accumulate in the thickener. Since the 2022-2025 MOR data shows consistent settled water turbidities below 0.6 NTUs, Arcadis does not recommend redirecting the Spent Filter Backwash Water piping to the thickener.



**Figure 6: Filter Backwash Flow Path to Sludge Lagoons.**

## **Solids percentage to Thickener**

Limited testing of solids retrieved during sedimentation basin blowdown by FCWS indicates that the sludge leaving the sedimentation basins and entering the thickener is approximately 0.2% solids. The sludge concentration was confirmed through testing conducted by Arcadis and used as the basis for evaluating existing conditions.

The addition of PAC is expected to increase the amount of settleable solids in the sedimentation basins, which may result in a higher solids concentration in the sludge conveyed to the thickener. For preliminary design purposes, a solids concentration of 0.3% was assumed for scenarios that include PAC addition. This assumption provides a reasonable basis for planning-level analysis; however, additional testing will be needed during the design phase to confirm the actual solids concentration achieved under PAC feed conditions.

## **Solids percentage within Thickener**

Due to the limited availability of site-specific data on solids concentration within the thickener, Arcadis used an assumed average thickened sludge concentration of 1.8% solids for design purposes. This value was selected based on relevant industry experience with similar gravity thickening applications and is considered appropriate for this planning-level evaluation.

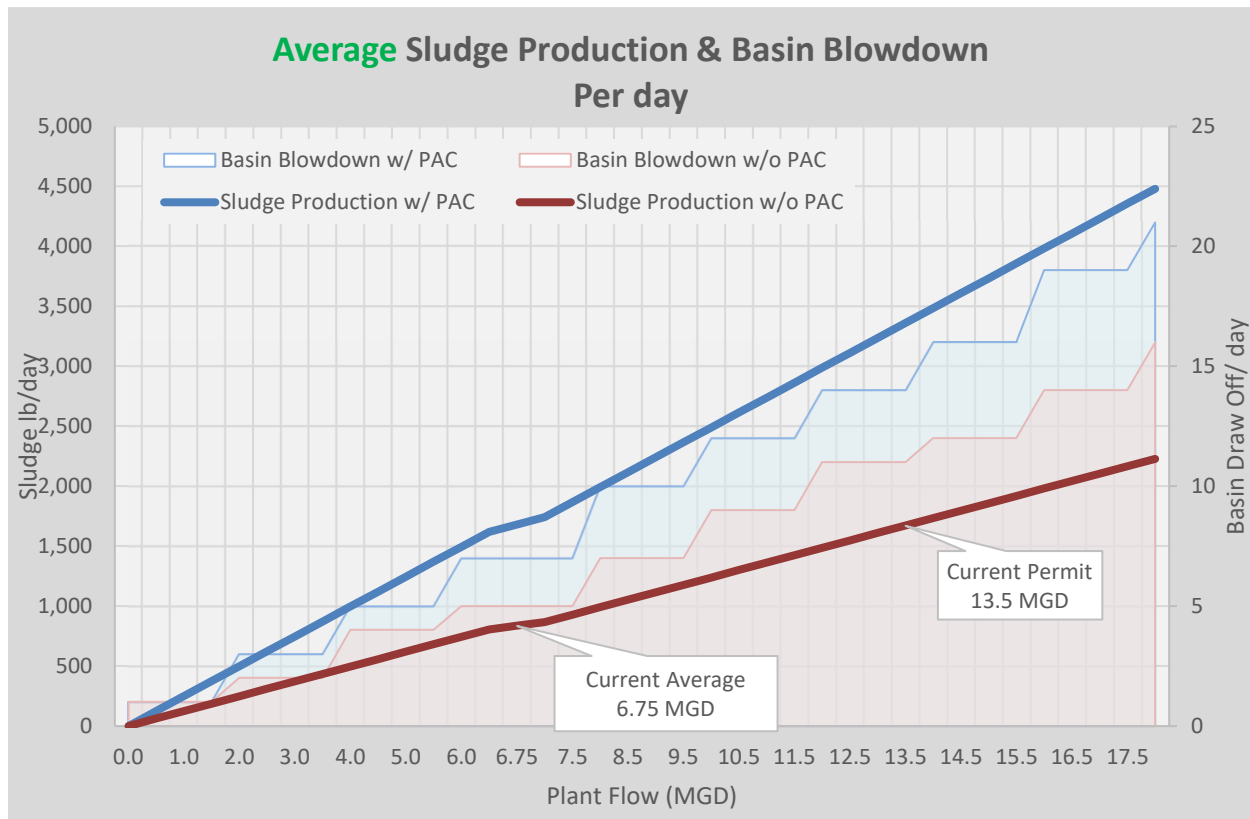
The assumed solids concentration affects the estimated sludge storage volume within the thickener and the expected frequency of sludge withdrawal. Because this value was not confirmed through extensive plant-specific testing, it should be refined during the design phase as additional data becomes available.

## **Solids percentage leaving the Thickener**

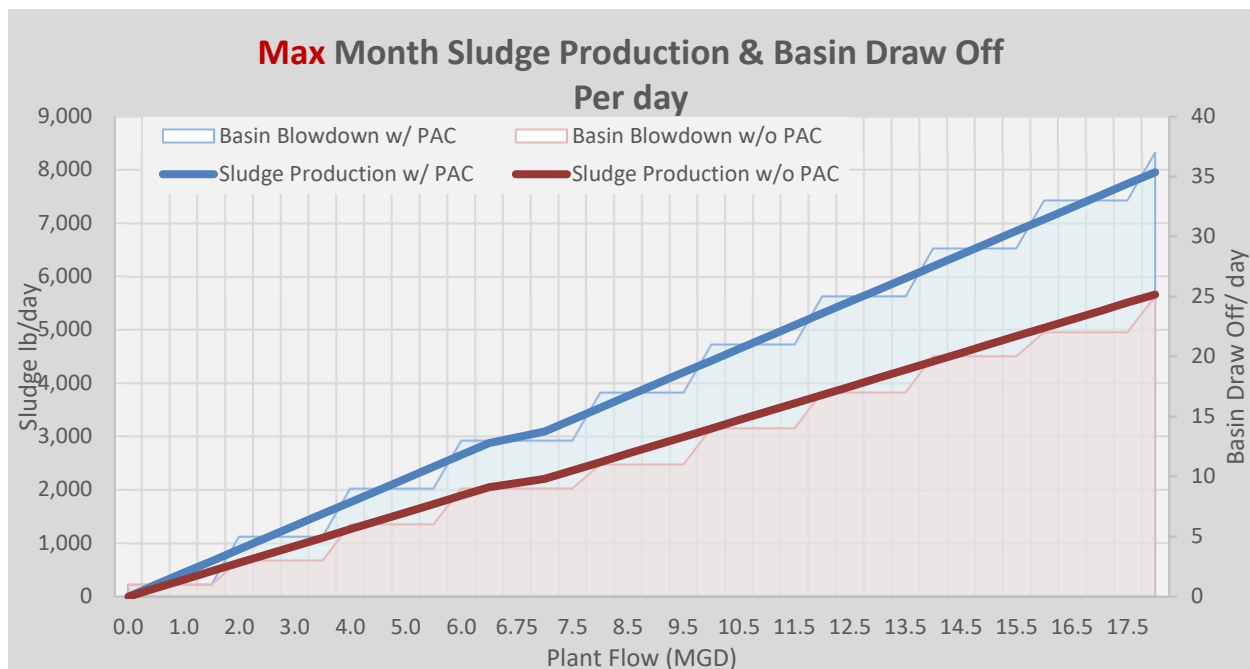
This analysis is limited to the performance and sizing of the gravity thickener and does not evaluate sludge thickening, dewatering, or final solids handling processes downstream of the thickener. As a result, no plant-specific data on the solids concentration of sludge leaving the thickener was collected or analyzed as part of this study.

Because downstream solids concentration was outside the scope of this evaluation, the analysis does not assess the performance of subsequent sludge handling processes or how changes in thickener operation may affect dewatering efficiency. If needed, this should be evaluated further during the design phase to better understand the full residuals management process.

## Sedimentation Basins Blowdowns



**Figure 7: Average Sedimentation Basin Blowdown Per Day**



**Figure 8: Max Day Sedimentation Basin Blowdown Per Day**

The figures on the previous sheet show the relationship of sludge production to sedimentation basin blowdowns for conditions with and without PAC addition. This relationship is shown only as an estimate to display the increased need for sludge blowdown to the thickener.

With increased sludge production, the frequency of sedimentation basin blowdown will need to rise accordingly. At a projected plant capacity of 18 MGD, it is anticipated that sedimentation basin blowdowns will occur approximately 15 times per day on average and up to 25 times per day at maximum without PAC addition. With PAC, the average frequency is expected to increase to 20 or more times per day, with a maximum of 35 or more times per day. The capacity of the gravity sewer network to handle simultaneous blowdown of multiple sedimentation basins was not analyzed as part of this study and should be evaluated to confirm the sludge piping network's ability to accommodate the additional flow and solids from the sedimentation basins if operations prefers to blowdown 2 or more sedimentation basins simultaneously. Additionally, the continuous feed into the new gravity thickener will necessitate regular withdrawal of thickened sludge to the drying beds, ensuring sufficient space within the thickener for ongoing sludge settling.

#### **4. Existing Thickener Capacity**

The capacity of the existing gravity thickener was evaluated using three primary design criteria: solids loading rate (SLR), surface overflow rate (SOR), and available sludge storage volume. These parameters were assessed to determine whether the existing gravity thickener can adequately manage current and future residuals production under a range of operating conditions. The evaluation considered current average flow of 6.75 MGD, the current permitted flow of 13.5 MGD, and the future high rating flow of 18.0 MGD, each paired with maximum month turbidity and chemical dose rates. In addition, each scenario was evaluated both with and without an assumed PAC dose of 30 mg/L. This assessment was based on industry standard design criteria, available field data, and historical plant information; bench testing was not conducted as part of this study. Overall, the analysis indicates that while the existing thickener remains generally adequate under current average conditions, its capacity becomes increasingly limited under higher flow and solids loading scenarios, particularly with PAC addition. These limitations are reflected in reduced settling performance, increased risk of solids carryover to the sludge lagoons, and a need for more frequent sludge withdrawal than may be operationally practical with the existing dewatering system.

##### **Solids Loading Rate**

Solids Loading Rate (SLR) is the measurement of weight of dry solids applied to the gravity thickener and is a key design consideration when identifying if the thickener can handle the mass of solids entering the thickener.



**Table 8. Existing Gravity Thickener SLR (no PAC)**

| Parameter                                 | 6.75 MGD<br>(max month turbidity &<br>chemical feed) | 13.5 MGD<br>(max month turbidity &<br>chemical feed) | 18.0 MGD<br>(max month turbidity &<br>chemical feed) |
|-------------------------------------------|------------------------------------------------------|------------------------------------------------------|------------------------------------------------------|
| Recommended Solids Loading Rate (lb/d/sf) | 4.00                                                 | 4.00                                                 | 4.00                                                 |
| Loading Rate to thickener (lb/d/sf)       | 1.0                                                  | 2.1                                                  | 2.7                                                  |
| Condition:                                | Acceptable                                           | Acceptable                                           | Acceptable                                           |

**Table 9. Existing Gravity Thickener SLR (30 mg/L PAC)**

| Parameter                                 | 6.75 MGD<br>(max month turbidity &<br>chemical feed) | 13.5 MGD<br>(max month turbidity &<br>chemical feed) | 18.0 MGD<br>(max month turbidity &<br>chemical feed) |
|-------------------------------------------|------------------------------------------------------|------------------------------------------------------|------------------------------------------------------|
| Recommended Solids Loading Rate (lb/d/sf) | 4.00                                                 | 4.00                                                 | 4.00                                                 |
| Loading Rate to thickener (lb/d/sf)       | 2.4                                                  | 4.7                                                  | 6.3                                                  |
| Condition:                                | Acceptable                                           | Exceeds the recommendation                           | Exceeds the recommendation                           |

As show by our findings, the existing gravity thickener is properly sized for surface loading under current conditions, however, with the introduction of PAC to the pretreatment process the SLR exceeds the recommendation at the current plant permitted flow rate and may result in solids carry over to the lagoons before future flow rate capacity is met.

### Surface Overflow Rate

Surface Overflow Rate (SOR) is the measurement of the hydraulic loading rate or the flow rate to surface area ratio and is a key design consideration when identifying if the thickener can handle the flow of solids entering the thickener.

**Table 10. Existing Gravity Thickener SOR (no PAC)**

| Parameter                   | 6.75 MGD<br>(max month turbidity &<br>chemical feed) | 13.5 MGD<br>(max month turbidity &<br>chemical feed) | 18.0 MGD<br>(max month turbidity &<br>chemical feed) |
|-----------------------------|------------------------------------------------------|------------------------------------------------------|------------------------------------------------------|
| Recommended SOR (gpd/sqft)  | 79                                                   | 79                                                   | 79                                                   |
| SOR to thickener (gpd/sqft) | 62                                                   | 124                                                  | 165                                                  |
| Condition:                  | Acceptable                                           | Exceeds the recommendation                           | Exceeds the recommendation                           |

**Table 11. Existing Gravity Thickener SOR (30 mg/L PAC)**

| Parameter                      | 6.75 MGD<br>(max month turbidity &<br>chemical feed) | 13.5 MGD<br>(max month turbidity &<br>chemical feed) | 18.0 MGD<br>(max month turbidity &<br>chemical feed) |
|--------------------------------|------------------------------------------------------|------------------------------------------------------|------------------------------------------------------|
| Recommended SOR<br>(gpd/sqft)  | 79                                                   | 79                                                   | 79                                                   |
| SOR to thickener<br>(gpd/sqft) | 95                                                   | 190                                                  | 253                                                  |
| Condition:                     | Exceeds the<br>recommendation                        | Exceeds the<br>recommendation                        | Exceeds the<br>recommendation                        |

As shown by our findings, the existing gravity thickener is properly sized for surface loading under current average conditions, however, SOR exceeds the recommendation under every other scenario and therefore does not provide adequate settling time for the influent sludge which could result in carryover to the sludge lagoons.

### Sludge Storage

Sludge Storage balance is a critical operational practice to ensure that the sludge has time to properly thicken without building up a sludge blanket thick enough to carry over to the sludge lagoons. Our analysis of the sludge storage assumes 1.8% average solids within the thickener. The amount of storage in the table below shows the maximum number of days between withdrawing sludge from the thickener.

**Table 12. Existing Gravity Thickener Storage (no PAC)**

| Parameter       | 6.75 MGD<br>(max month turbidity &<br>chemical feed) | 13.5 MGD<br>(max month turbidity &<br>chemical feed) | 18.0 MGD<br>(max month turbidity &<br>chemical feed) |
|-----------------|------------------------------------------------------|------------------------------------------------------|------------------------------------------------------|
| Days of Storage | 5.3                                                  | 2.6                                                  | 2.0                                                  |

**Table 13. Existing Gravity Thickener Storage (30 mg/L PAC)**

| Parameter       | 6.75 MGD<br>(max month turbidity &<br>chemical feed) | 13.5 MGD<br>(max month turbidity &<br>chemical feed) | 18.0 MGD<br>(max month turbidity &<br>chemical feed) |
|-----------------|------------------------------------------------------|------------------------------------------------------|------------------------------------------------------|
| Days of Storage | 2.3                                                  | 1.1                                                  | 0.9                                                  |

As shown by our findings the days of storage in the thickener show that as flow rates increase, the frequency of sludge withdrawal from the thickener may exceed what is feasible given the current dewatering methods and may overload to sludge lagoons before resulting in a thicker sludge blanket than the existing Gravity Thickener can handle.

### Conclusion

The existing Gravity Thickener does not have sufficient surface area to handle either the SLR or SOR recommendations at future demand, particularly with the introduction of PAC to the pretreatment process. A larger diameter thickener will reduce the SLR and SOR to a safe level and reduce the risk of solids carry over. Additionally, a larger diameter thickener will result in more solids storage to decrease the frequency of sludge withdrawal from the thickener without significantly altering the sludge dewatering operations.

## 5. Gravity Thickening Options

As previously indicated, the existing gravity thickener will be overloaded under projected future sludge production rates particularly with the introduction of PAC to the pretreatment process. Additional gravity thickening capacity is needed to reliably handle anticipated sludge production rates and flows while minimizing solids carryover in the supernatant. Two options were identified and evaluated which consider adding an additional gravity thickener to handle current, peak and projected future solids loads.

In projecting the required capacity for the new gravity thickener, an assumption was made that Crosstown WTP will not be operating continuously at 18 MGD, instead 75% of the Future Filter High Rate flow of 13.5 MGD is considered the maximum flow. The design options evaluated below reflect the maximum month chemical dose and the maximum month turbidity observed at the facility in recent years, along with an assumed PAC feed of 30 mg/L at peak conditions. The 30 mg/L PAC dosage was selected based on the Powdered Activated Carbon Performance Test conducted by Engineering Performance Solutions (published April 30, 2026). It is important to note that upstream and downstream hydraulics will need to be considered during design phase, to ensure that upstream flow splitting can be conducted effectively and downstream flow connections are properly integrated. We are also assuming a maximum depth of residuals in the straight wall section of the digester to be 3 ft, a straight wall height of 15-ft and a conical section height of 5.50-ft to match the depth of the existing thickener.

### Option 1: New Thickener in Parallel with Existing

1. New 50 – foot Diameter Gravity thickener
2. Influent Distribution Manhole
3. New Sludge Pump Station

Option 1 proposes constructing a new **50-foot** diameter gravity thickener to operate in parallel with the existing 40-foot thickener. Influent flow would be split from a new distribution manhole, with a dedicated plug valve for each thickener. Thickened sludge would be pumped from a new sludge pump station associated with the new thickener, and from the existing pump station for the existing thickener, to the sludge drying beds. Decant water from both thickeners would connect to the existing gravity network and flow to the sludge lagoons. Additional hydraulic analysis will be necessary to determine whether both thickeners can decant supernatant to the sludge lagoons simultaneously without overloading the gravity network.

This option offers an economical solution to solids handling.

**Table 14. Proposed Option 1 Gravity Thickener Physical Characteristics**

| Parameter                                                                                              | Value          | Units          |
|--------------------------------------------------------------------------------------------------------|----------------|----------------|
| Diameter                                                                                               | 50             | ft             |
| Top Section (Cylindrical) Height                                                                       | 15             | ft             |
| Cone Section Height                                                                                    | 5.50           | ft             |
| Total Volume                                                                                           | 220,200        | gallons        |
| Surface Area                                                                                           | 1,970          | sf             |
| Volume per Foot of Depth (Top Section)                                                                 | 14,680         | gal/ft         |
| Cone Section Volume                                                                                    | 27,000         | gallons        |
| Bottom 3 ft of Top Section Volume                                                                      | 44,000         | gallons        |
| <b>Volume Available for Sludge Storage<br/>(New 50-ft Gravity Thickener)</b>                           | <b>71,000</b>  | <b>gallons</b> |
| <b>Total Volume Available for Sludge Storage<br/>(New 50-ft and existing 40-ft Gravity Thickeners)</b> | <b>117,000</b> | <b>gallons</b> |

\*The values presented are preliminary and intended for planning-level evaluation only; final design criteria will be refined during the detailed design phase based on additional data collection, testing, and engineering analysis.

## Solids Loading Rate

The SLR analysis follows the same approach as presented in the existing gravity thickener analysis, though a condition without PAC was not considered.

**Table 15. Option 1 Gravity Thickener SLR (30 mg/L PAC)**

| Parameter                                        | 6.75 MGD<br>(Current average) | 13.5 MGD<br>(75% of Filter High Rate Capacity) | 18.0 MGD<br>(Filter High Rate Capacity) |
|--------------------------------------------------|-------------------------------|------------------------------------------------|-----------------------------------------|
| <b>Recommended Solids Loading Rate (lb/d/sf)</b> | 4.00                          | 4.00                                           | 4.00                                    |
| <b>Loading Rate to thickener (lb/d/sf)</b>       | 0.9                           | 1.9                                            | 2.5                                     |
| <b>Condition:</b>                                | Acceptable                    | Acceptable                                     | Acceptable                              |

As shown in the table above, Option one provided acceptable SLR under each condition.

## SOR

The SOR analysis follows the same approach as presented in the existing gravity thickener analysis, though a condition without PAC was not considered

**Table 16. Option 1 Gravity Thickener SOR (30 mg/L PAC)**

| Parameter                             | 6.75 MGD<br>(Current average) | 13.5 MGD<br>(75% of Filter High Rate Capacity) | 18.0 MGD<br>(Filter High Rate Capacity) |
|---------------------------------------|-------------------------------|------------------------------------------------|-----------------------------------------|
| Recommended SOR (gpd/sqft)            | 79                            | 79                                             | 79                                      |
| Max Month SOR to thickener (gpd/sqft) | 37.0                          | 74.1                                           | 98.8                                    |
| Condition:                            | Acceptable                    | Acceptable                                     | Exceeds the recommendation              |

As shown in the table above, Option one provided acceptable SLR under the current average and 75% of Filter High Rate Capacity. At prolonged flow rates greater than **14.5 MGD**, the sludge may carry over to the sludge lagoons, though the risk factor has been greatly reduced. As mentioned above, the assumption is that Crosstown WTP will not experience prolonged flow rates at 18.0 MGD after Filter Highrate Flows are achieved.

## Sludge Storage

The Sludge Storage analysis follows the same approach as presented in the existing gravity thickener analysis, though a condition without PAC was not considered.

**Table 17. Option 1 Gravity Thickener Storage (30 mg/L PAC)**

| Parameter       | 6.75 MGD<br>(Current average) | 13.5 MGD<br>(75% of Filter High Rate Capacity) | 18.0 MGD<br>(Filter High Rate Capacity) |
|-----------------|-------------------------------|------------------------------------------------|-----------------------------------------|
| Days of Storage | 5.9                           | 2.9                                            | 2.2                                     |

As shown in the table above, sludge withdrawal from each gravity thickener to the drying beds can be reduced to nearly weekly at the Current Average flow. At 75% of Filter Highrate Capacity, sludge withdrawal from each gravity thickener will increase to every 3 days.

A deeper thickener or a sludge blanked maintained at a higher elevation are additional options to further extend the storage capacity of this option. Further analysis during design would be necessary to target the desired storage capacity.

## Conclusion

This option provides a more economical solution to the current solids handling system at Crosstown WTP. Though, this option is expected to be more operationally challenging as operators will be required to balance two different sized thickeners and two different sludge pump stations on a daily basis. In an effort to provide a more simplistic option with additional redundancy for times of unanticipated high sludge production, Option 2 is listed on the next sheet.

## Option 2: New Thickener to Handle Full Flow (Existing Thickener in Standby)

1. New 65 – foot Diameter Gravity thickener
2. Influent Distribution Manhole
3. New Sludge Pump Station

Option 2 proposes constructing a new **65-foot** diameter gravity thickener to serve as the primary sludge thickening unit for Crosstown Water Treatment Plant. In this configuration, the new thickener will handle 100% of the sludge load from the sedimentation basins, while the existing 40-foot thickener is maintained as a standby or backup unit and is not included in the active treatment capacity. Influent flow would still have the option to split from a new distribution manhole, with a plug valve dedicated to each thickener. Thickened sludge would be pumped from the new thickener to the drying beds via a new sludge pump station. The existing sludge pump station would only be used when the standby thickener is placed in operation. Decant water from the new thickener would connect to the existing gravity network and flow to the sludge lagoons.

This option allows for full operation using one thickener, while providing partial redundancy or equalization through the existing unit.

**Table 18. Proposed Option 2 Gravity Thickener Physical Characteristics**

| Parameter                                                                          | Value          | Units          |
|------------------------------------------------------------------------------------|----------------|----------------|
| Diameter                                                                           | 65             | ft             |
| Top Section (Cylindrical) Height                                                   | 15             | ft             |
| Cone Section Height                                                                | 5.50           | ft             |
| Total Volume                                                                       | 418,000        | gallons        |
| Surface Area                                                                       | 3,300          | sf             |
| Volume per Foot of Depth (Top Section)                                             | 24,800         | gal/ft         |
| Cone Section Volume                                                                | 46,000         | gallons        |
| Bottom 3 ft of Top Section Volume                                                  | 74,000         | gallons        |
| <b>Total Volume Available for Sludge Storage<br/>(New 65-ft Gravity Thickener)</b> | <b>120,000</b> | <b>gallons</b> |
| <b>Equalization Storage Available<br/>(Existing 40-ft Gravity Thickener)</b>       | <b>45,400</b>  | <b>gallons</b> |

\*The values presented are preliminary and intended for planning-level evaluation only; final design criteria will be refined during the detailed design phase based on additional data collection, testing, and engineering analysis.

## Solids Loading Rate

The SLR analysis follows the same approach as presented in the existing gravity thickener analysis, though a condition without PAC was not considered.



**Table 19. Option 2 Gravity Thickener SLR (30 mg/L PAC)**

| Parameter                                 | 6.75 MGD<br>(Current average) | 13.5 MGD<br>(75% of Filter High Rate Capacity) | 18.0 MGD<br>(Filter High Rate Capacity) |
|-------------------------------------------|-------------------------------|------------------------------------------------|-----------------------------------------|
| Recommended Solids Loading Rate (lb/d/sf) | 4.00                          | 4.00                                           | 4.00                                    |
| Loading Rate to thickener (lb/d/sf)       | 0.9                           | 1.8                                            | 2.4                                     |
| Condition:                                | Acceptable                    | Acceptable                                     | Acceptable                              |

As shown in the table above, Option two provided acceptable SLR under each condition.

## SOR

The SOR analysis follows the same approach as presented in the existing gravity thickener analysis, though a condition without PAC was not considered

**Table 20. Option 2 Gravity Thickener SOR (30 mg/L PAC)**

| Parameter                             | 6.75 MGD<br>(Current average) | 13.5 MGD<br>(75% of Filter High Rate Capacity) | 18.0 MGD<br>(Filter High Rate Capacity) |
|---------------------------------------|-------------------------------|------------------------------------------------|-----------------------------------------|
| Recommended SOR (gpd/sqft)            | 79                            | 79                                             | 79                                      |
| Max Month SOR to thickener (gpd/sqft) | 35.9                          | 71.9                                           | 95.8                                    |
| Condition:                            | Acceptable                    | Acceptable                                     | Exceeds the recommendation              |

As shown in the table above, Option two provided acceptable SLR under the current average and 75% of Filter High Rate Capacity. At prolonged flow rates greater than **15 MGD**, the sludge may carry over to the sludge lagoons, though the risk factor has been greatly reduced. As mentioned above, the assumption is that Crosstown WTP will not experience prolonged flow rates at 18.0 MGD after Filter Highrate Flows are achieved.

## Sludge Storage

The Sludge Storage analysis follows the same approach as presented in the existing gravity thickener analysis, though a condition without PAC was not considered.

**Table 21. Option 2 Gravity Thickener Storage (30 mg/L PAC)**

| Parameter       | 6.75 MGD<br>(Current average) | 13.5 MGD<br>(75% of Filter High Rate Capacity) | 18.0 MGD<br>(Filter High Rate Capacity) |
|-----------------|-------------------------------|------------------------------------------------|-----------------------------------------|
| Days of Storage | 6.0                           | 3.0                                            | 2.3                                     |

Fayette County Water System  
Crosstown WTP Gravity Thickener Evaluation

As shown in the table above, sludge withdrawal from the new gravity thickener to the drying beds can be reduced to nearly weekly at the Current Average flow. At 75% of Filter Highrate Capacity, sludge withdrawal from each gravity thickener will increase to every 3 days.

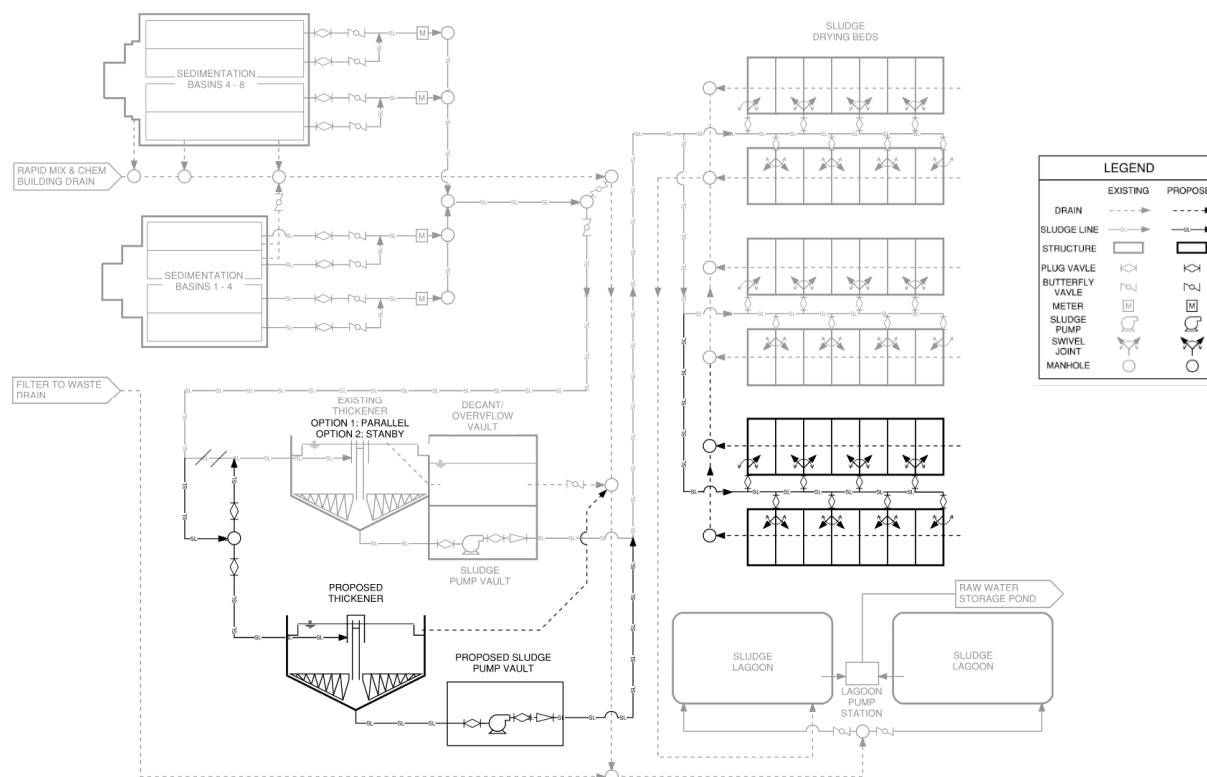
A deeper thickener or a sludge blanketed maintained at a higher elevation could be additional options to further extend the storage capacity of this option. Further analysis during design would be necessary to target the desired storage capacity.

## Conclusion

This option provides enough sludge capacity to reach 75% of the Filter High Rate Capacity at 13.5 MGD through one new thickener. The flexibility of placing the existing thickener in operation when necessary, will allow for more control over solids during times of wet weather (when sludge drying beds are not as efficient) and during times of high sludge production. Additionally, Option two give operators the option to “Batch” process sludge by allowing a sludge blanket to thicken further in either thickener while sludge is delivered to the opposite thickener. By batching the thickened sludge, it is expected (but not verified) that sludge withdrawals from the thickener to the drying beds will result in a higher percentage of solids, thus improving drying bed efficiency and limiting water waste to the drying beds.

## Figures

The figures below can be applied to each, Option 1 & 2. The difference is only in the diameter of the thickener and typical operations of the thickeners.



**Figure 9: Proposed Solids Handling Process Flow Diagram**

Fayette County Water System  
Crosstown WTP Gravity Thickener Evaluation

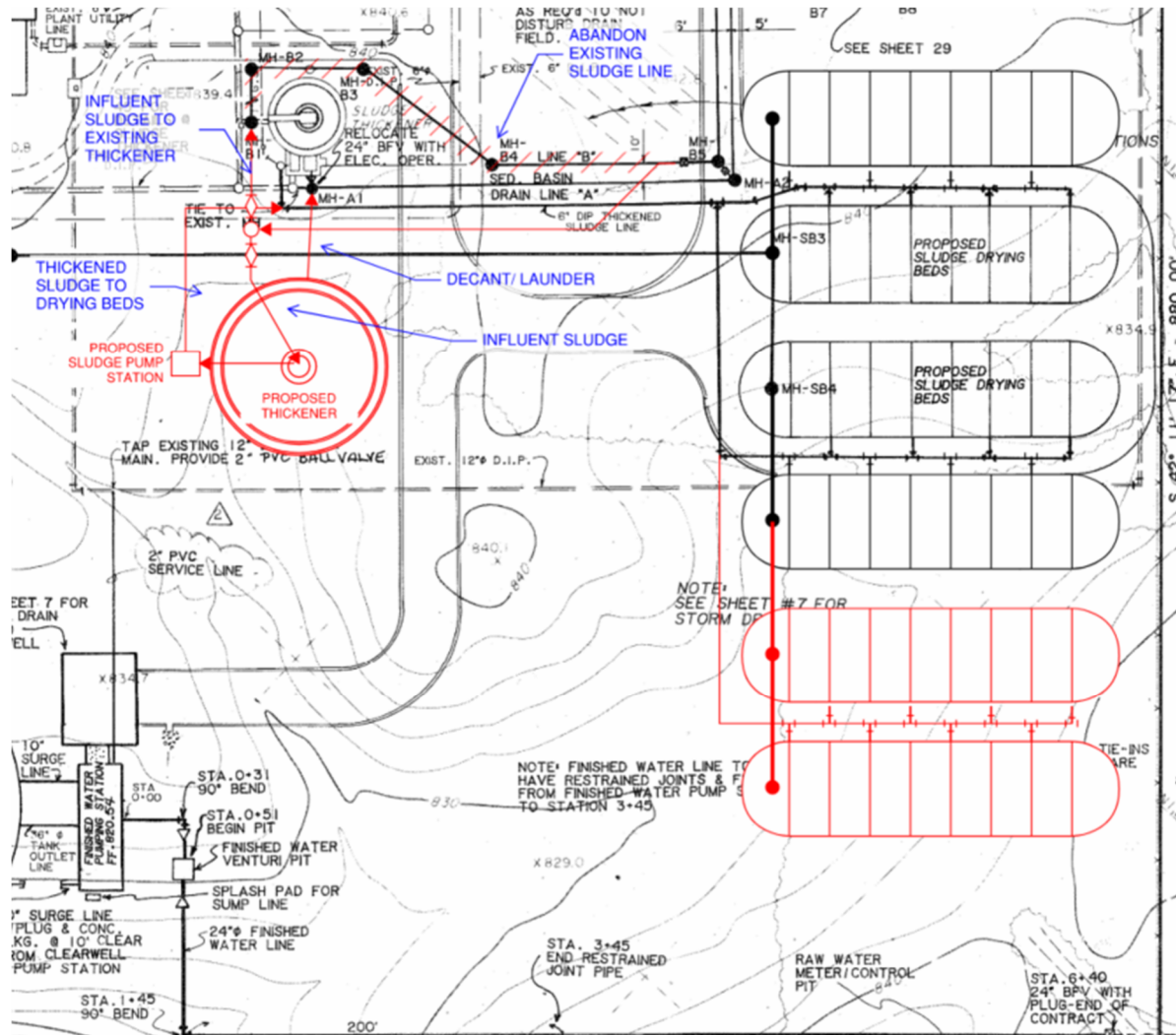


Figure 10: Proposed Solids Handling Site Plan

## 6. Opinion of Probable Construction Cost (OPCC)

This estimate represents a conceptual-level OPCC for the gravity thickener options only, developed using unit-rate assemblies and system-level allowances appropriate for early planning and budgeting. Costs are structured using CSI-style work breakdowns and include Labor, Materials, and Equipment (L/M/E) only.

Table 22. OPCC

| Options                                                               | Construction Cost |
|-----------------------------------------------------------------------|-------------------|
| 1 – New Thickener in Parallel with Existing                           | \$2,050,000       |
| 2 – New Thickener to Handle Full Flow (Existing Thickener in Standby) | \$2,300,000       |

This estimate is intended to provide a planning-level view of project cost for comparison and budgeting purposes. It is not a contractor bid and may change as the design is refined, material prices shift, and final construction details are developed.

## 7. Conclusion/ Recommendation

Considering the increasing water demands in the area surrounding Crosstown WTP and along the Crosstown Transmission Main, Arcadis recommends advancing Option 2, which includes construction of a new gravity thickener capable of handling the full solids load. This approach provides greater flexibility for solids handling at Crosstown and supports future plant expansion to 18 MGD, as the new thickener could ultimately operate in parallel with the existing unit to provide additional capacity.

In addition, a thickener sized to accommodate the full plant solids load will simplify day-to-day operations by allowing the facility to operate primarily with a single basin under normal conditions, reducing operator attention and maintenance demands compared to a parallel thickener arrangement. While Option 1 offers some initial cost savings, those savings are not considered significant when weighed against the operational, capacity, and long-term flexibility benefits provided by Option 2.

To further simplify operations and support easier cross-training between Crosstown WTP and South Fayette WTP, Arcadis recommends increasing the proposed thickener diameter from 65 feet to **70 feet** to better align with the existing thickener configuration at South Fayette WTP. This added capacity will further strengthen solids handling performance and provide additional operational benefit as system demands continue to grow.

## References

- American Water Works Association (AWWA). *Water Quality and Treatment*, 5th ed. McGraw-Hill, 1999.
- Jacobs. *Crosstown WTP Solids Handling Evaluation Technical Memorandum*. Jacobs, 2020.
- Mallet & Associates. *Water Treatment Plant Expansion for Fayette County Water System As-Builts*. Mallet & Associates, 1991.
- Mallet & Associates. *Water System Improvements for Fayette County, Georgia, Contract 1: 4.0 MGD Water Treatment Plant As-Builts*. Mallet & Associates, 1985.

# COUNTY AGENDA REQUEST

Page 157 of 171

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Consideration of the Board of Assessors' recommendation to deny a disposition of tax refund, as requested by Leslie Neal.

## Background/History/Details:

When a taxpayer believes that an error has occurred, with respect to taxes paid to Fayette County on Real Estate and Personal Property tax bills, they have the right to request a refund under O.G.G.A. 48-5-380. This request is given to the Assessors' Office for review of the details. Appropriate recommendation(s) are then forwarded to the Board of Commissioners' for final consideration of said requests.

Request made by Leslie Neal for residential property parcel 06-0821-027. On May 4, 2026, a request for a partial refund of taxes was received for tax years 2023, 2024, and 2025. The request was based on removal of the taxpayer's homestead exemption.. Alfonso Martinez transferred the property to Ms. Neal in 2015 Mr. Martinez and Ms. Neal are married; however, there is no reference to this relationship in any of the documents relied upon by the Assessors' Office staff to transfer ownership of property. There was no error made on the part of the Assessors' Office because there was no way to know that Mr. Martinez and Ms. Neal are husband and wife.

Board of Assessors recommends denial.

Legal has reviewed the documents and facts in the case and supports the recommendation of denial.

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

Approval of Board of Assessors' recommendation to deny a disposition of tax refund, as requested by Leslie Neal.

## 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:



## MEMORANDUM

TO: Fayette County Board of Commissioners

FROM: Fayette County Board of Assessors

DATE: 5/4/26

Re: Tax Refund Request – Neal

Ms. Leslie Neal has requested a partial refund of taxes for tax years 2023,2024,and 2025 based on removal of her homestead exemption.

The homestead exemption was removed in 2015 when the property was transferred from Alfonso Martinez to Leslie Neal. There is no reference in the deed to them being husband and wife. Additionally, the homestead application is signed by Mr. Martinez.

The provisions of the refund statute were designed to enable correction of an error or illegality that exists in the record of assessment and is discovered after the payment of taxes. In this case, there was no error by the Assessors' Office staff since they had no way of knowing that Ms. Neal and Mr. Martinez are married. Legal has reviewed the documents and facts in the case and concur that there is no refund due.

|                                  |      |     |
|----------------------------------|------|-----|
| <b>TOTAL REFUND RECOMMENDED:</b> | 2023 | \$0 |
|                                  | 2024 | \$0 |
|                                  | 2025 | \$0 |



**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 *LB*  
 From: Sherry White *SW*  
 Date: August 28, 2024  
 Subject: Contract 27010-S: DA & Clerk of Court Vault - Rolling File

On August 28, 2025, the county went into contract to buildout the third floor and renovate the first and second floors of the Justice Center. The offices of the Clerk of the Count currently have a rolling filing systems that they will expand to include two additional carriages for the Spacesaver system. The District Attorney office would like to add a new rolling file system to their vault.

The project manager David Jaeger requested using the existing file company Patterson Pope, a subcontractor under Spacesaver Storage Systems state contract, for their rolling filing system. A quote of the file system with design and location specifics is attached (Attachment 1). The filing system will be a part of the contingency fund budget line of the existing contract. A Contractor Performance Evaluations is attached (Attachment 2).

Mr. Jaeger also provided a summary of the Project Budget to date, including these two expenditures (Attachment 3).

Specifics of the proposed contract are as follows:

|                        |                                                   |                           |
|------------------------|---------------------------------------------------|---------------------------|
| <b>Contract Name</b>   | 27010-S: DA & Clerk of Court Vault - Rolling File |                           |
| <b>Contractor</b>      | Patterson Pope/Spacesaver Storage Systems         |                           |
| <b>Contract Amount</b> | \$142,756.61                                      |                           |
| <b>Budget:</b>         |                                                   |                           |
| Fund                   | 327                                               | 2023SPLOST                |
| Org Code               | 20090                                             | JUSTICE CENTER SPLOST     |
| Object                 | 541210                                            | OTHER IMPROVEMENT         |
| Project                | J23AA                                             | JUSTICE CENTER RENOVATION |
| Available              | \$2,054,205.75 as of 7/17/2026                    |                           |

Approved by: *Sherry White* Date: 7/17/26

Placed on Administrator's Report? Yes No

Placed on Agenda Dated: \_\_\_\_\_



STUFF MADE **SIMPLE.**

# PROPOSAL

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# ABOUT PATTERSON POPE

## Who We Are

(Our Essence)

We keep things simple. We tell the truth, we keep our word, we do the right thing - because it's simpler that way. People like us, trust us and buy from us because we are free from guile. We work hard, we have fun, we go home to our families. **We keep things simple.**

## What We Do

(Our Mission)

We take the complicated and make it simple. Your records, your stuff, your space – all simplified. If it's in your organization and you can touch it, **we help you store it, track it and retrieve it** using less space and time than you ever thought possible.

## Where We Are

(Our Footprint)

### Alabama

Birmingham

### Florida

Boca Raton  
Clearwater  
Jacksonville  
Miami  
Orlando  
Santa Rosa Beach  
Tampa

### Georgia

Atlanta

### Kentucky

Louisville

### North Carolina

Charlotte / Headquarters  
Greensboro  
Raleigh

### Ohio

Cincinnati  
Cleveland  
Columbus

### South Carolina

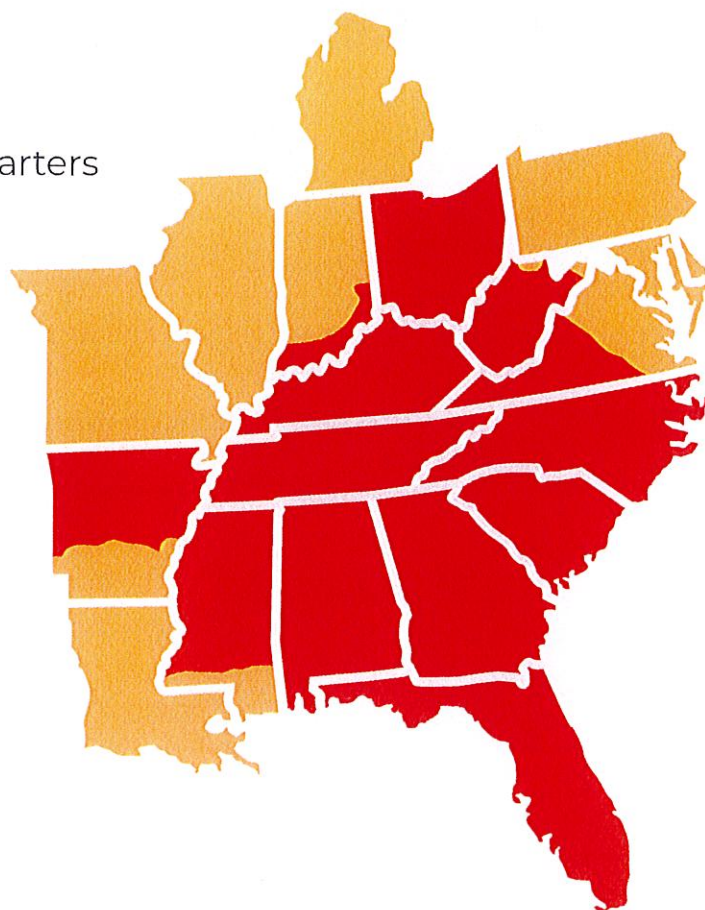
Charleston

### Tennessee

Knoxville  
Memphis  
Nashville

### Virginia

Roanoke





900 Circle 75 Parkway  
Suite 1750  
Atlanta, GA 30339

Quote #: Q-410862-1762  
Drawing Ver: 410862 1A GA  
State Contract (290737-15  
**(2) Add On Carriages Left Side**  
Date: 2026-05-26  
Expires On: 2026-07-25

**Install To**  
Fayette County Justice Center  
Clerk of Court Vault  
One Center Drive  
Fayetteville GA 30214

**State Contract # 99999-001-SPD0000198-0024**

**Bill To**  
Fayette County

One Center Drive  
Fayetteville GA 30542

**See Important Proposal Notes (Attached) regarding Purchase Order Procedures**

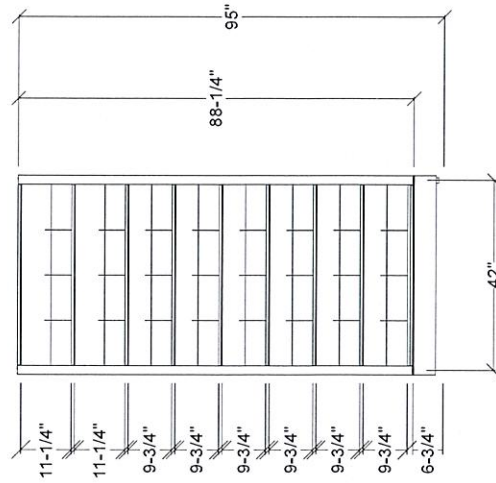
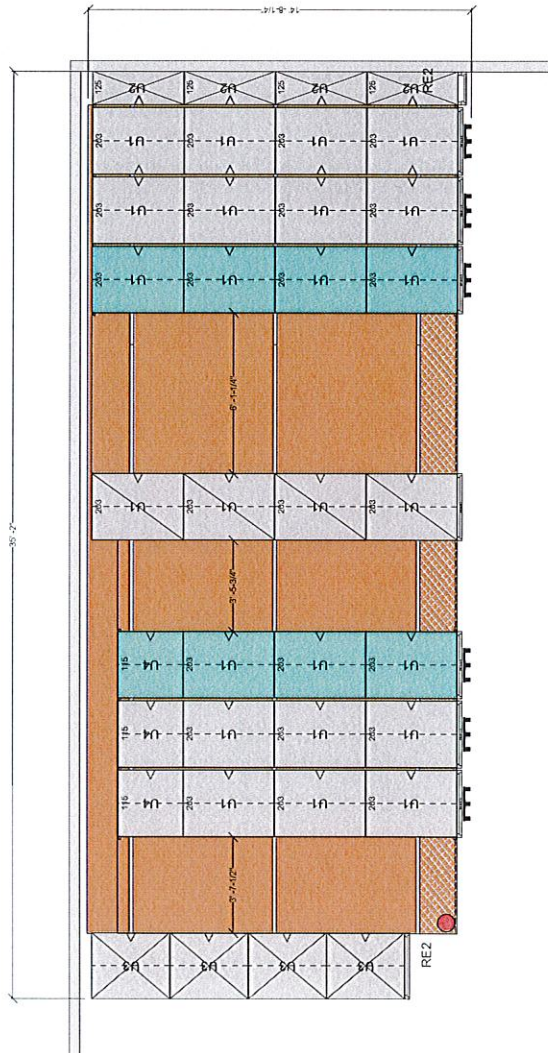
| CONTACT   | EMAIL                     | DELIVERY METHOD | PAYMENT METHOD |
|-----------|---------------------------|-----------------|----------------|
| Bob Tyler | btyler@pattersonpoppe.com |                 | Net 30         |

| DESCRIPTION                                                    | NET TOTAL    |
|----------------------------------------------------------------|--------------|
| (2) Additional Add On Carriages for Existing Spacesaver System | \$ 22,285.87 |
| Installation, Freight, Inside Delivery and Trash Removal       | Included     |
|                                                                |              |

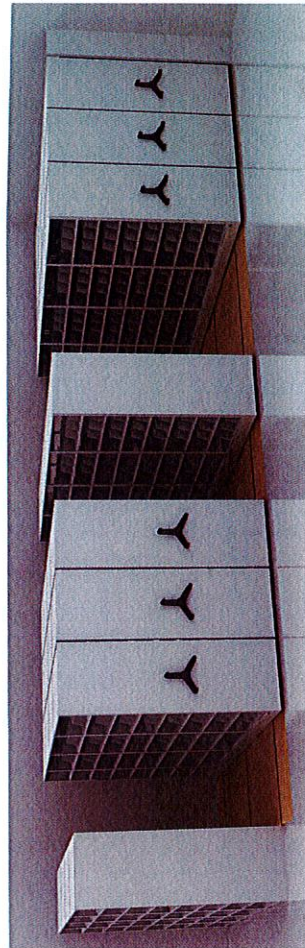
|                                                            |              |
|------------------------------------------------------------|--------------|
| Sub Total:                                                 | \$ 22,285.87 |
| <i>Tax, if applicable, will be added to final invoice:</i> |              |
| Grand Total:                                               | \$ 22,285.87 |

THANK YOU FOR YOUR BUSINESS!





(8) SLOTTED SHELVES  
(3) FILE DIVIDERS PER SLOTTED SHELF  
(1) PLAIN TOP SHELF



| Color | Tag              |
|-------|------------------|
|       | Existing Product |
|       | New Carriages    |

LEFT SIDE

|                                                                                     |                                                                                |                                                                  |                                                           |                        |                                                             |
|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|------------------------------------------------------------------|-----------------------------------------------------------|------------------------|-------------------------------------------------------------|
|  | PROJECT NAME:<br>Fayette County Justice Center Buildout - Clerk of Court Vault |                                                                  | PROJECT #<br>410862                                       | DRAWN BY:<br>B. BATTEN | APPROVAL<br>THIS DRAWING IS APPROVED BY:<br><br>DATE: _____ |
|                                                                                     | TYLER, BOB                                                                     | SPACESAVER PRODUCT CURRENT LEAD TIME FROM ORDER DATE:<br>8 WEEKS | ADD 1-2 WEEKS FOR DELIVERY<br>LEAD TIME SUBJECT TO CHANGE | REV. LEVEL<br>1A       |                                                             |





## Important Proposal Notes

Georgia State Contract Procurement Requirement: **Contract # 99999-001-SPD0000198-0024**

Purchase Order must be made out to Spacesaver Storage Systems C/O Patterson Pope 1450 Janesville Ave Ft Atkinson, WI 53538

**Email Purchase Order to Bob Tyler for processing at [btyler@pattersonpope.com](mailto:btyler@pattersonpope.com)**

Spacesaver holds the Georgia State Contract and Patterson Pope is the exclusive local area contractor for Spacesaver in the state of Georgia.

Spacesaver payment information: Spacesaver prefers US Dollar payments via ACH or wire transfer. Please use the following information and email your remittance to [accountsreceivable@spacesaver.com](mailto:accountsreceivable@spacesaver.com). Payment of invoices should be sent via one of the following options.

ACH Payment: Bank Routing Number 124001545. Account Number 888905558.

Wire Transfers: JP Morgan Chase New York, NY 10017. Bank Routing 021000021 Account Number 888905558. Swift Code CHASUS33.

Physical Check Mailing Address: Spacesaver Corporation 1450 Janesville Ave. Ft Atkinson, WI 53538

Signature: \_\_\_\_\_ Effective Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_

Please sign and email to Bob Tyler at [btyler@pattersonpope.com](mailto:btyler@pattersonpope.com).

THANK YOU FOR YOUR BUSINESS!



900 Circle 75 Parkway  
Suite 1750  
Atlanta, GA 30339

Quote #: Q-410862-1765  
Drawing Ver: 410862 1D GA  
State Contract **(See Below)**  
Date: 2026-05-26  
Expires On: 2026-07-25

State Contract # 99999-001-SPD0000198-0024

#### Install To

Fayette County Justice Center Buildout.  
3rd Floor - D.A. Vault

One Center Drive Fayetteville GA 30214

#### Bill To

Fayette County

One Center Drive  
Fayetteville GA 30542

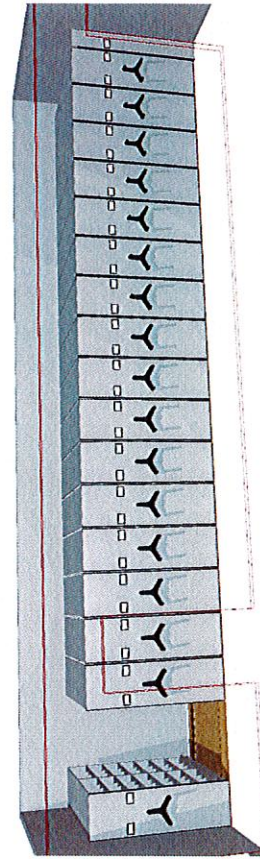
**See Important Proposal Notes (Attached) regarding Purchase Order Procedures**

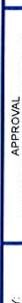
| CONTACT   | EMAIL                     | DELIVERY METHOD | PAYMENT METHOD |
|-----------|---------------------------|-----------------|----------------|
| Bob Tyler | btyler@pattersonpoppe.com |                 | Net 30         |

| DESCRIPTION                                                            | NET TOTAL    |
|------------------------------------------------------------------------|--------------|
| (1) Spacesaver High Density System as illustrated in attached drawing. | \$120,470.74 |
| Installation, Freight, Inside Delivery and Trash Removal               | Included     |
|                                                                        |              |

|                                                            |               |
|------------------------------------------------------------|---------------|
| Sub Total:                                                 | \$ 120,470.74 |
| <i>Tax, if applicable, will be added to final invoice:</i> |               |
| Grand Total:                                               | \$ 120,470.74 |

THANK YOU FOR YOUR BUSINESS!



|                                                                                     |                                                                                        |                                                          |                                                               |                                   |
|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|----------------------------------------------------------|---------------------------------------------------------------|-----------------------------------|
|  | PROJECT NAME:<br><b>FAYETTE COUNTY JUSTICE CENTER BUILDOUT - 3RD FLOOR, D.A. VAULT</b> |                                                          | APPROVAL<br>THIS DRAWING IS APPROVED BY: _____<br>DATE: _____ |                                   |
|                                                                                     | SPACES/VER PRODUCT CURRENT LEAD TIME FROM ORDER DATE:<br><b>8 WEEKS</b>                |                                                          | DRAWN BY:<br><b>B. BATTEN</b>                                 | DATE PRINTED:<br><b>5/22/2026</b> |
| TYLER, BOB                                                                          |                                                                                        | ADD 12 WEEKS FOR DELIVERY<br>LEAD TIME SUBJECT TO CHANGE | PROJECT #<br><b>410862</b>                                    |                                   |
|                                                                                     |                                                                                        |                                                          | REV. LEVEL<br><b>1D</b>                                       |                                   |



## System Summary Weight Report

|                                                   |                |
|---------------------------------------------------|----------------|
| Total media weight                                | 53,900.00 lbs  |
| Total equipment weight                            | 14,130.90 lbs  |
| Total aisle weight (15 lbs/ft²)                   | 411.91 lbs     |
| Total system (media, equipment and aisle) weight  | 68,442.80 lbs  |
| Total Foot-Print area                             | 294.44 ft²     |
| Total weight load per square foot (avg unit load) | 232.45 lbs/ft² |
| Maximum Deflection Allowed is:                    | L/700          |
| Weight load (line load*) under front rail         | 33,485.10 lbs  |
| Weight load (line load*) under back rail          | 31,857.00 lbs  |

\*Line Load calculations do not include weight of adjacent static shelving, floor, ramp, or aisles.

Weights calculated assuming system is fully loaded with letter size files at 2.75 lbs per shelf inch.



### Important Proposal Notes

Georgia State Contract Procurement Requirement: **Contract # 99999-001-SPD0000198-0024**

Purchase Order must be made out to Spacesaver Storage Systems C/O Patterson Pope 1450 Janesville Ave Ft Atkinson, WI 53538

**Email Purchase Order to Bob Tyler for processing at [btyler@pattersonpope.com](mailto:btyler@pattersonpope.com)**

Spacesaver holds the Georgia State Contract and Patterson Pope is the exclusive local area contractor for Spacesaver in the state of Georgia.

Spacesaver payment information: Spacesaver prefers US Dollar payments via ACH or wire transfer. Please use the following information and email your remittance to [accountsreceivable@spacesaver.com](mailto:accountsreceivable@spacesaver.com). Payment of invoices should be sent via one of the following options.

ACH Payment: Bank Routing Number 124001545. Account Number 888905558.

Wire Transfers: JP Morgan Chase New York, NY 10017. Bank Routing 021000021 Account Number 888905558. Swift Code CHASUS33.

Physical Check Mailing Address: Spacesaver Corporation 1450 Janesville Ave. Ft Atkinson, WI 53538

Signature: \_\_\_\_\_ Effective Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_

Please sign and email to Bob Tyler at [btyler@pattersonpope.com](mailto:btyler@pattersonpope.com).

THANK YOU FOR YOUR BUSINESS!



# CUSTOMER BUYING EXPERIENCE BOARD

Along with your proposal you have access to a **Customer Buying Experience Board**. This sample shows you our process and keeps you updated every step of the way.

347908 KM - LPD

## ▼ Purchase Process

| Item                                      | Progress    | Contact Person                     | Start Date                                 | Finish Date  | Timeline Dates  |
|-------------------------------------------|-------------|------------------------------------|--------------------------------------------|--------------|-----------------|
| > 1. Initial Consultation 3               | Complete    | Kirk Martin - Salesperson          | May 23, 2025                               | Jun 20, 2025 | May 23 - Jun 20 |
| > 2. Proposal Presentation 4              | Complete    | Kirk Martin - Salesperson          | Jun 20, 2025                               | Jun 24, 2025 | Jun 20 - 24     |
| ▼ 3. Order Confirmation 3                 | Complete    | Kirk Martin - Salesperson          | Jun 24, 2025                               | Jun 27, 2025 | Jun 24 - 27     |
| Subitem                                   |             |                                    |                                            |              |                 |
| 3a. Place Orders                          | Complete    | CSR                                | Tara Hollandsworth - Customer Service Rep. | Jun 24, 2025 | Jun 24, 2025    |
| 3b. Send Order Confirmation to Customer   | Complete    | CSR                                | Tara Hollandsworth - Customer Service Rep. | Jun 24, 2025 | Jun 24, 2025    |
| 3c. Begin Invoicing Process               | Complete    | Accounting                         | Tara Hollandsworth - Customer Service Rep. | Jun 24, 2025 | Jun 24, 2025    |
| > 4. Order Fulfillment 2                  | Complete    | Jeremy Hollinger - Project Manager | Jun 24, 2025                               | Jul 29, 2025 | Jun 24 - Jul 29 |
| > 5. Delivery & Installation Scheduling 3 | In Process  | Jeremy Hollinger - Project Manager | Jun 24, 2025                               | Sep 19, 2025 | Jun 24 - Sep 19 |
| > 6. Delivery & Installation 3            | Not Started | Jeremy Hollinger - Project Manager | Oct 17, 2025                               | Oct 17, 2025 | Oct 17          |
| > 7. Order Completion 5                   | Not Started | Jeremy Hollinger - Project Manager | Oct 17, 2025                               | Oct 22, 2025 | Oct 17 - 22     |

# FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

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

| VENDOR INFORMATION                                      | COMPLETE ALL APPLICABLE INFORMATION                        |
|---------------------------------------------------------|------------------------------------------------------------|
| Company Name:<br>Patterson Pope                         | Contract Number:<br>27011-S                                |
| Mailing Address:<br>10321 S. Medallion Drive            | Contract Description or Title:<br>DA Vault - Rolling File  |
| City, St, Zip Code:<br>Cincinnati, OH 45241             | Contract Term (Dates) From:<br>9/4/2024 – 6/30/2024        |
| Phone Number:<br>704-523-4400                           | Task Order Number:                                         |
| Cell Number:                                            | Other Reference:<br>2456-S Health Department File Cabinets |
| E-Mail Address:<br>Bob Tyler <BTyler@pattersonpope.com> |                                                            |

## DEFINITIONS

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

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

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

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

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

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

## EVALUATED BY

|                                                                                                |                                                    |
|------------------------------------------------------------------------------------------------|----------------------------------------------------|
| Signature:  | Date of Evaluation: 07/16/2026                     |
| Print Name: Anthony Ballard                                                                    | Department/Division: Building & Ground Maintenance |
| Title: Assistant Director Building Maintenance                                                 | Telephone No: 770-320-6000                         |



| Project Budget - Fayette County Justice Center Buildout  |                     | Updated: 07/16/2026   |  |
|----------------------------------------------------------|---------------------|-----------------------|--|
| Item/Work Description                                    | Estimated Cost      | Actual Cost           |  |
| 3rd Floor Buildout                                       | \$10,340,000.00     | \$12,380,341.40 *     |  |
| 1st & 2nd Floor Renovation                               | \$1,725,000.00      | incl. above           |  |
| Site Upgrades                                            | \$250,000.00        | incl. above           |  |
| Voice and Data Cabling                                   | \$200,000.00        | incl. above           |  |
| Security System Equipment Upgrades                       | \$250,000.00        | incl. above           |  |
| Update Cellular and WIFI Systems                         | \$100,000.00        | tbd                   |  |
| Furniture, Fixtures and Equipment                        | <u>\$750,000.00</u> | <u>tbd</u>            |  |
| Sub-Total to Date:                                       | \$13,615,000.00     | \$12,380,341.40       |  |
| Architectural & Construction Design                      | \$887,950.00        | \$655,200.00 *        |  |
| Construction Testing & Inspection                        | \$250,000.00        | \$10,703.00           |  |
| Project Management -                                     |                     |                       |  |
| Concept & Pre Design Phase                               | \$54,460.00         | \$54,460.00           |  |
| Design Phase                                             | \$108,920.00        | \$108,920.00          |  |
| Peer Review                                              | \$0.00              | \$14,325.00           |  |
| Construction Phase                                       | <u>\$108,920.00</u> | <u>\$108,920.00</u> * |  |
| Sub-Total to Date:                                       | \$1,410,250.00      | \$952,528.00          |  |
| Contingency Allowance                                    | \$974,750.00        |                       |  |
| Roof Repairs                                             |                     | \$3,600.00            |  |
| SpaceSaver Filing Systems                                |                     | \$142,756.61          |  |
| Total to Date:                                           | \$16,000,000.00     | \$13,479,226.01       |  |
| * Contracted Amount shown- Progress billing is underway. |                     |                       |  |