

## 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

June 25, 2026  
5:00 p.m.

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

### OFFICIAL SESSION:

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

### PROCLAMATION/RECOGNITION:

1. Recognition of the Fayette County State Court Summer Interns. (page 4)

### PUBLIC HEARING:

2. Second of two Public Hearings on Fayette County's proposed annual budget for Fiscal Year 2027 which begins on July 1, 2026 and ends June 30, 2027, and approval of Resolution 2026-13 to adopt the Fiscal Year 2027 Annual Budget. (pages 5-20)
3. Consideration of Petition 1381-26, Wright Chancey McBride, LLC, Owner and Rod Wright, Agent, requesting to rezone Parcel No. 0448 034 (8.227 acres), from A-R (Agriculture-Residential) to R-80 (Single-Family Residential); property located in Land Lots 249 of the 4th District and fronts McBride Road. This item was tabled at the May 28, 2026, Board of Commissioners meeting. (pages 21-64)
4. 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 Road. (pages 65-99)
5. Consideration of Petition 1383-26, Charles E. Harp Estate, Owner, and Julie Harp, Agent, requesting to rezone Parcel No. 044701 009 (2.34 acres) from A-R (Agriculture-Residential) Single Family to R-70 (Single-Family Residential); property located in Land Lot 247 of the 4th District and fronts SR 92 and Inman Road. (pages 100-138)

### 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:**

6. Approval of the Intergovernmental Agreement (IGA) for the Provision of Inmate Services between Fayette County, City of Fayetteville, Town of Tyrone, and the City of Peachtree City, related to the Daily Inmate Rate calculations effective July 1, 2026. (pages 139-163)
7. Acceptance of the Certificate of Completion for the December 11, 2026 Fayette Beautification Project Agreement with Georgia Power for landscaping/beautifying roadway islands along Veterans Parkway and construction of Whitewater Creek Nature Area. (pages 164-174)
8. Approval of the May 13, 2026, Board Retreat Minutes. (175-199)
9. Approval of the June 11, 2026, Board of Commissioners Meeting Minutes. (200-209)

**OLD BUSINESS:**

**NEW BUSINESS:**

10. Request to approve a recommendation from the Selection Committee, comprised of Commissioners Lee Hearn and Edward Gibbons to reappoint Darryl Hicks to the Fayette County Development Authority to fulfill a four-year term beginning April 10, 2026 and expiring April 9, 2030. (210-241)
11. Request to approve a recommendation from the Selection Committee, comprised of Commissioners Lee Hearn and Edward Gibbons to reappoint Dr. Luis Matta to the Fayette County Development Authority to fulfill a four-year term beginning April 10, 2026 and expiring April 9, 2030. (242-249)
12. Request to approve a recommendation from the Selection Committee, comprised of Commissioners Lee Hearn and Edward Gibbons to appoint Thomas Gray to the Fayette County Development Authority to fulfill a four-year term beginning April 10, 2026 and expiring April 9, 2030. (250-254)
13. Request to approve a recommendation from the Selection Committee, comprised of Commissioners Lee Hearn and Edward Gibbons to appoint Addison Lester III to the Fayette County Development Authority to fulfill a four-year term beginning April 10, 2026 and expiring April 9, 2030. (255-257)
14. Request to approve an Amendment to Subgrant Agreement with the Atlanta Regional Commission (ARC) for the 2026 Comprehensive Transportation Plan (CTP) update in the amount of \$192,000 federal and \$72,225.43 local match for a total amount of \$264,225.43. (258-306)
15. Request to award Contract #26124-S: Siemens Industry Inc. for the maintenance of the building Automation equipment and software within the Justice Center, Jail, Jail Annex, and Library for a three (3) year period in the amount of \$271,676. (307-328)
16. Request to approve Contract #1477-S: Carbyne Public Safety Ecosystem, renewal five of six, in the amount of \$290,000. (329-331)
17. Request to award Contract #2596-B, Renewal #1 to C.W. Matthews Inc. for annual asphalt delivery in the not-to-exceed amount of \$450,000.00. (332-335)

18. Request to award Contract 2563-B, Annual Contract for Water Distribution and Stormwater Infrastructure Annual On-Call Contract for Fiscal Year 2027 for renewal 1, Shockley Plumbing, with a not-to-exceed or fixed prices established for each project as assigned. (336-340)
19. Request to award Contract #2558-P, Elevated Water Storage Tank Maintenance for Fiscal Year 2027 to American Tank Maintenance, with a not-to-exceed amount of \$659,907 for renewal 1. (341-344)
20. Request to approve Contract #2550-B: Water Treatment Chemicals Renewal 1 for Brenntag Mid-South, Inc. and Chemtrade Chemicals US LLC for a total not- to-exceed amount of \$514,933. (345-351)
21. Request to award of Contract #26139-S, State Court Appointed Counsel, to Lister, Holt, & Dennis, LLC to provide services to indigent defendants, in the amount of \$756,000.00. (352-357)

**ADMINISTRATOR'S REPORTS:**

A: Contract 2378-S: Water System Engineer of Record; Task Order 26-12: Trilith Booster PS Construction (358-363)

B: Contract 26143-A: Royal Condos at Hwy 54 Vault and Tie In (364)

**ATTORNEY'S REPORTS:**

**COMMISSIONERS' REPORTS:**

**EXECUTIVE SESSION:**

**ADJOURNMENT:**

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Recognition of the Fayette County State Court Summer Interns.

**Background/History/Details:**

State Court Judge Jason B. Thompson would like to recognize the 2025-2026 interns who worked with Fayette County State Court. As such, Judge Thompson will be honoring the following interns:

High School	College	College (Continued)
Chloe Keeley	Olivia Acevedo	Juhi Patel
Umu King	Mclaine Arnold	Anna Grace Scott
Madison Meeks	Ciana Bruce	
Hastee Mehdipour	Henry Crozier	
Valeria Suarez	Andres Davila Echeverri	Law School
Shealyn Thompson	Mackenzie Guillou	Alexander Paparo
	Andrew Martindalen	Jeremy Salguero
	Reagan Marvel	Nia Tchaykov
	Godswill Maxwell	
	Ava Newell	
	Sydney Oates	

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

Recognition of the Fayette County State Court Summer Interns.

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

Not applicable.

Has this request been considered within the past two years?

If so, when?

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

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

State Court will have a video presentation of the interns.

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Second of two Public Hearings on Fayette County's proposed annual budget for Fiscal Year 2027 which begins on July 1, 2026 and ends June 30, 2027, and approval of Resolution 2026-13 to adopt the Fiscal Year 2027 Annual Budget.

**Background/History/Details:**

On June 11, 2026, the Board of Commissioners held its first public hearing for the proposed Fiscal Year (FY) 2027 Budget. A copy of the presentation is provided as backup.

This will be the second of two public hearings on the proposed budget for FY2027, as presented. Details of the budget are available for public review in the Board of Commissioners' Office, the Fayette County Public Library, and Fayette County's website. Input from the public is welcome.

Staff recommends approval of Resolution 2026-13 to adopt the Fiscal Year 2027 Annual Budget.

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

Approval of Resolution 2026-13 to adopt the Fiscal Year 2027 Annual Budget.

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

Not applicable.

Has this request been considered within the past two years?

If so, when?

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

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

# FAYETTE COUNTY, GEORGIA

## FY2027 Budget Presentation

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FIRST PUBLIC HEARING

JUNE 11, 2026

# General Fund Balance Financial Projection – FY2026

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<b>Fund Balance</b>	<b>FY2025</b>	<b>EST FY2026</b>
Non-Spendable:		
Inventories	\$271,127	\$271,127
Committed To:		
Stabilization Fund	\$20,185,914	\$20,228,053
Restricted:		
Assigned To:		
Emergencies	\$2,000,000	\$2,000,000
CIP	\$8,321,525	\$3,931,434
Unassigned:	\$602,660	\$4,460,279
<b>Total Fund Balance:</b>	<b>\$31,381,226</b>	<b>\$30,890,893</b>

# Fayette County, Georgia

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FY2027 Proposed Budget Items  
Presented on May 21 and Other  
Adjustments

# Budget Discussion Item #1

## Griffin Judicial Circuit Positions

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- Superior Court 7.0
  - 1.0 Administrative Staff Attorney
  - 2.0 Staff Attorney
  - 4.0 Official Court Reporter
- Juvenile Court 1.0
  - 1.0 Juvenile Court Administrative Assistant

# Budget Discussion Item #2

## Griffin Judicial Circuit Certified

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- FY2027 Budget has been adjusted:
  - Superior Court \$414,566
    - **\$36,394 increase** in Fayette allocation
  - Juvenile Court \$125,278
    - \$23,531 decrease in Fayette allocation
- Net **\$12,863 increase**

# Budget Discussion Item #3

## Property and Casualty

- The presentation on May 21, included a budget for Property and Casualty insurance through ACCG
  - Budgeted = \$1,036,827
  - Actual = \$924,008
- Decrease in expenditure budget of \$112,819

	Property and Casualty Insurance		
	Current	Change	Proposed
GF	703,624	(76,563)	627,061
911	30,824	(3,354)	27,470
Fire	106,278	(11,564)	94,714
EMS	24,333	(2,648)	21,685
Water System	171,768	(18,690)	153,078
	1,036,827	(112,819)	924,008

# FY2027 Budget Summary

FY 2027 BUDGET		Revenue	Transfers In	Total Revenue	Expenditures	Transfers Out	Total Exp.	Impact to Fund Balance
				And Other Sources			And Other Uses	
<b>OPERATING BUDGET</b>								
<b>100</b>	<b>General Fund</b>	<b>84,560,495</b>	<b>281,015</b>	<b>84,841,510</b>	<b>83,229,356</b>	<b>1,065,000</b>	<b>84,294,356</b>	<b>547,154</b>
205	Law Library	65,000	-	65,000	38,120	-	38,120	26,880
213	Opioid Settlements	82,831	-	82,831	-	82,831	82,831	-
214	Accountability State Court	357,503	-	357,503	284,641	-	284,641	72,862
<b>215</b>	<b>911 Communications</b>	<b>5,763,500</b>	<b>-</b>	<b>5,763,500</b>	<b>6,143,232</b>	<b>-</b>	<b>6,143,232</b>	<b>(379,732)</b>
216	Jail Surcharge	409,250	315,000	724,250	798,217	-	798,217	(73,967)
217	Juvenile Supervision	4,000	-	4,000	15,000	-	15,000	(11,000)
218	Victims Assistance	123,000	-	123,000	123,000	35,398	158,398	(35,398)
219	Drug Abuse and Treatment	470,682	-	470,682	557,058	-	557,058	(86,376)
<b>270</b>	<b>Fire Services</b>	<b>20,711,400</b>	<b>-</b>	<b>20,711,400</b>	<b>17,545,688</b>	<b>725,000</b>	<b>18,270,688</b>	<b>2,440,712</b>
271	Street Lights	446,000	-	446,000	372,705	55,555	428,260	17,740
<b>272</b>	<b>EMS</b>	<b>9,827,280</b>	<b>-</b>	<b>9,827,280</b>	<b>6,355,246</b>	<b>375,000</b>	<b>6,730,246</b>	<b>3,097,034</b>
275	Hotel/Motel	70,000	-	70,000	-	70,000	70,000	-
291	Animal Control Spay Neuter	20,000	-	20,000	20,000	37,231	57,231	(37,231)
	<b>Special Revenue Funds</b>	<b>38,350,446</b>	<b>315,000</b>	<b>38,665,446</b>	<b>32,252,907</b>	<b>1,381,015</b>	<b>33,633,922</b>	<b>5,031,524</b>
	<b>Governmental Funds</b>	<b>122,910,941</b>	<b>596,015</b>	<b>123,506,956</b>	<b>115,482,263</b>	<b>2,446,015</b>	<b>117,928,278</b>	<b>5,578,678</b>
<b>505</b>	<b>Water System</b>	<b>25,827,835</b>	<b>-</b>	<b>25,827,835</b>	<b>19,637,645</b>	<b>6,171,500</b>	<b>25,809,145</b>	<b>18,690</b>
540	Solid Waste	345,000	-	345,000	322,404	-	322,404	22,596
	<b>Enterprise Funds</b>	<b>26,172,835</b>	<b>-</b>	<b>26,172,835</b>	<b>19,960,049</b>	<b>6,171,500</b>	<b>26,131,549</b>	<b>41,286</b>
<b>TOTAL OPERATING BUDGET</b>		<b>149,083,776</b>	<b>596,015</b>	<b>149,679,791</b>	<b>135,442,312</b>	<b>8,617,515</b>	<b>144,059,827</b>	<b>5,619,964</b>
<b>CAPITAL/CIP BUDGET</b>								
37_	Capital/CIP Funds (372/375)	-	1,733,934	1,733,934	1,733,934	-	1,733,934	-
	General Fund - fund balance	-	-	-	-	1,531,434	1,531,434	(1,531,434)
	Fire Services - fund balance	-	-	-	-	202,500	202,500	(202,500)
	<b>Governmental</b>	<b>-</b>	<b>1,733,934</b>	<b>1,733,934</b>	<b>1,733,934</b>	<b>1,733,934</b>	<b>3,467,868</b>	<b>(1,733,934)</b>
507	Water System CIP	-	6,171,500	6,171,500	6,171,500	-	6,171,500	-
545	Solid Waste CIP	-	-	-	-	-	-	-
	<b>Enterprise</b>	<b>-</b>	<b>6,171,500</b>	<b>6,171,500</b>	<b>6,171,500</b>	<b>-</b>	<b>6,171,500</b>	<b>-</b>
<b>610</b>	<b>Vehicles/Equipment</b>	<b>-</b>	<b>1,850,000</b>	<b>1,850,000</b>	<b>974,505</b>	<b>-</b>	<b>974,505</b>	<b>875,495</b>
<b>TOTAL CAPITAL BUDGET</b>		<b>-</b>	<b>9,755,434</b>	<b>9,755,434</b>	<b>8,879,939</b>	<b>1,733,934</b>	<b>10,613,873</b>	<b>(858,439)</b>
<b>TOTAL BUDGET</b>		<b>149,083,776</b>	<b>10,351,449</b>	<b>159,435,225</b>	<b>144,322,251</b>	<b>10,351,449</b>	<b>154,673,700</b>	<b>4,761,525</b>

# Budget Discussion Item #4

## Increase for Constitutional Officers

- Proposed increase for Constitutional Officers

	5% Salary Inc		
	Current Salary	Proposed 7.1.26	New Salary
State Court Judge- Thompson	190,205.38	9,510.27	199,715.65
State Court Solicitor- Inagawa	171,184.84	8,559.24	179,744.08
Chief Magistrate Court PT/Hourly - Dunkelberger	56,654.10	2,832.71	59,486.81
Magistrate Court PT/Hourly - Ruppenthal	51,404.95	2,570.25	53,975.20
Magistrate Court PT/Hourly - Brown-Valencia	42,027.09	2,101.35	44,128.44
Magistrate Court PT/Hourly - Moore	37,333.01	1,866.65	39,199.66
Clerk Of Superior Court- Studdard	188,033.80	9,170.15	197,203.95
Tax Commissioner- King	142,856.21	7,142.81	149,999.02
Sheriff- Babb	195,452.58	9,772.63	205,225.21
Probate Court- Langaard	126,088.48	6,304.42	132,392.90
	<b>Total Increase</b>	<b>59,830.48</b>	

- If approved \$64,408.71 Total Increase (including FICA)

# Budget Discussion Item #5

## Increase for BOC

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- Proposed increase for Board of Commissioners
- HB 85 (2025 Legislative Session) impacted non-judicial elected officials with compensation tied to the salary of superior court judges (Board of Commissioners)
- HB 85 froze the compensation permanently
- Two options available to change this freeze
  - Local Act of the Legislature
  - Statutory Provisions (O.C.G.A. §36-5-24)

# Budget Discussion Item #5

## Options

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- Local Act of the Legislature
  - Commission used this process with State Court Judge and Solicitor in 2026.
  - The window for action is limited to when the Legislature is in session; early 2027 is the next opportunity.
  - If successful, compensation increases could take effect as early as July 1, 2027, but this is not guaranteed.
- Statutory Provisions (O.C.G.A. §36-5-24)
  - Requires public notice of any increase (advertised weekly for three weeks before action).
  - Timing restrictions: No increases can be enacted between the first day of qualifying and January 1 after the election.
  - If action is taken in early 2027, the increase would not take effect until January 1, 2029.
  - Approach offers a more definite timeline for implementation

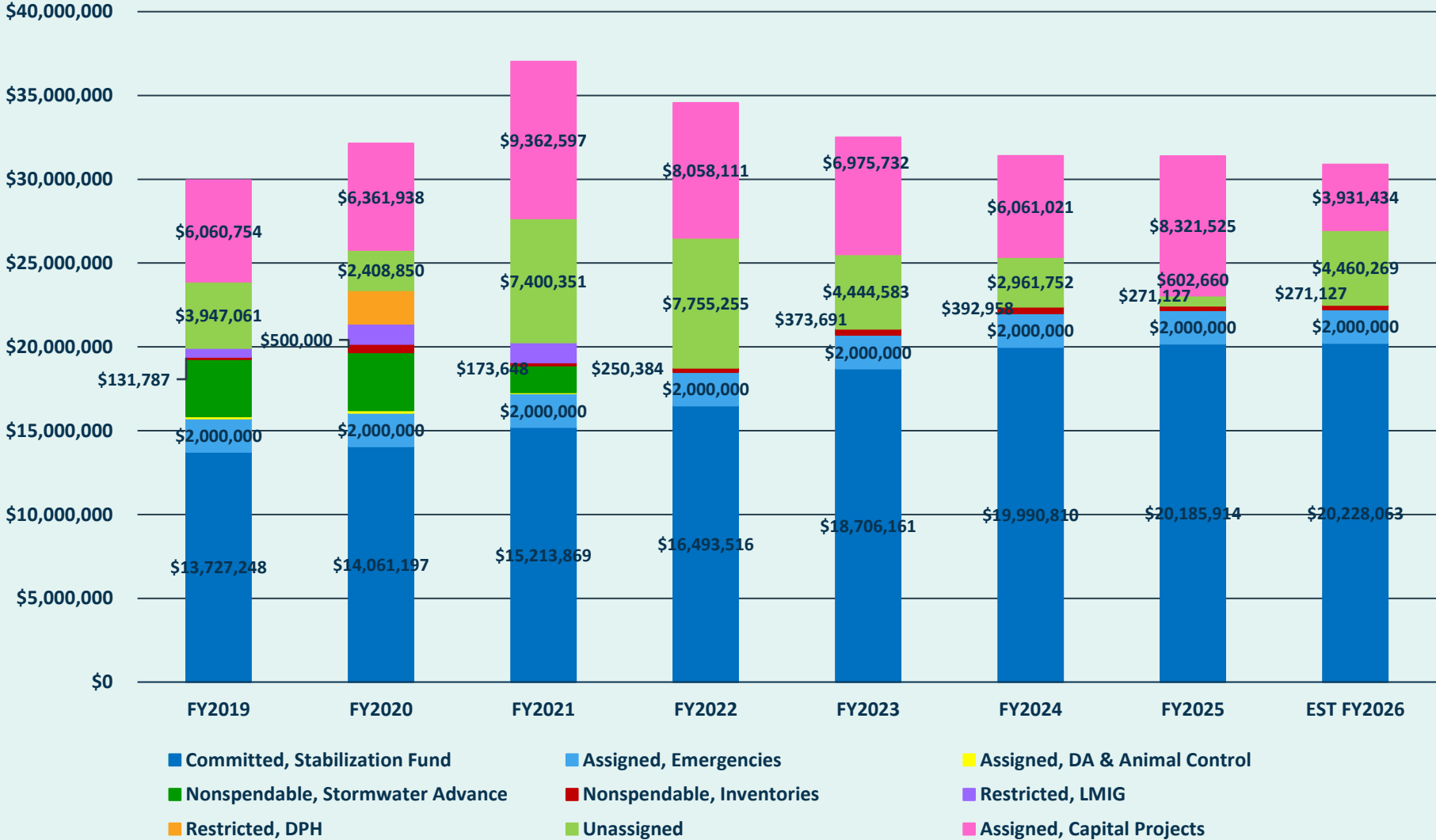
# Budget Discussion Item #6

## Planning & Zoning

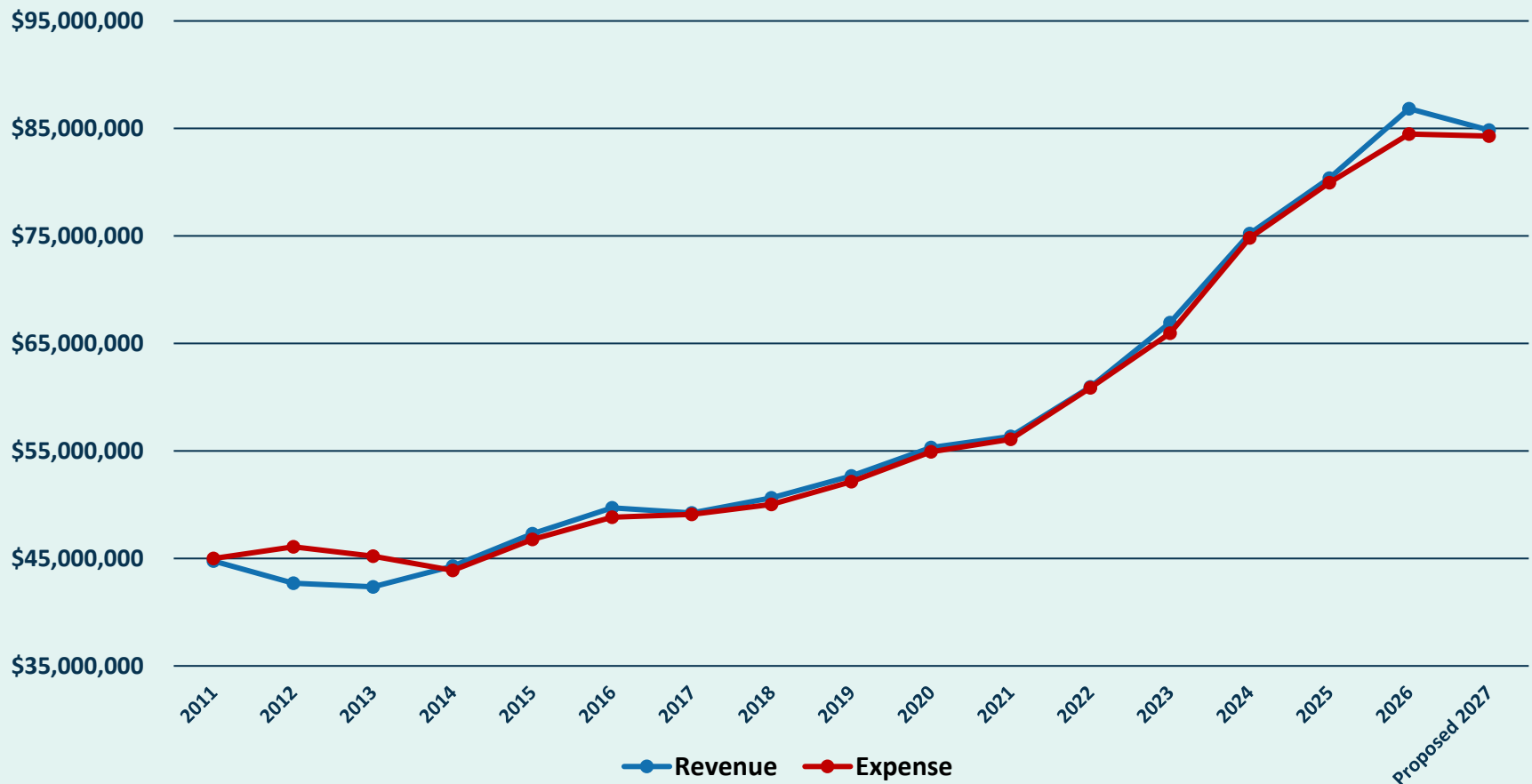
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- Comparison Part-time or Full-Time Zoning Technician
  - Part-Time Zoning Technician = \$29,242 (Benefits @ 7.65%)
  - Full-Time Zoning Technician = \$68,990 (Benefits @ 58.74%)
- Staff recently streamlined our workflow for occupational tax efforts and rerouted responsibilities to correct departments. This has freed up planning staff's time and effort and eliminated the need for additional staffing.

# General Fund Fund Balance Trends – Last 7 FY



# General Fund Original Adopted Budget



# FY2027 Budget Highlights

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- **Significant operational budget considerations:**
  - Millage Rate remains at 3.763
  - General Fund impact from maintenance & operations is positive
  - Proposed Budget increases General Fund Balance \$547,154
  - Funds Rolling 5 Year Capital Improvement Program of \$3,931,434
  - Changes in Personnel levels protect the existing outstanding service delivery to our Citizens.
  - Budget continues to maintain the commitment to balance current year revenues with current year expenses.
  - Maintains Employee Benefits – Medical/Dental/Vision & Retirement
  - County-Wide departmental cooperation continues to yield positive results.

# Future Public Hearings

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- **Second Public Hearing – Budget Adoption**
  - **Thursday, June 25, 2026, at 5:00 p.m.**

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Consideration of Petition 1381-26, Wright Chancey McBride, LLC, Owner and Rod Wright, Agent, requesting to rezone Parcel No. 0448 034 (8.227 acres), from A-R (Agriculture-Residential) to R-80 (Single-Family Residential); property located in Land Lots 249 of the 4th District and fronts McBride Road. This item was tabled at the May 28, 2026, Board of Commissioners meeting.

**Background/History/Details:**

The applicant is requesting to rezone Parcel 0448 034 from A-R to R-80. The lot is a legal lot of record, recorded in Plat Book 101 Page 633, on 06/03/2024. It meets or exceeds all requirements of the R-80 zoning district. The Future Land Use Map designates this area as Rural Residential-3, which has a 3-acre minimum parcel size, so request to rezone to R-80, which has a 3-acre minimum lot size, IS CONSISTENT with the Future Land Use Map and the Comprehensive Plan.

Staff recommends CONDITIONAL APPROVAL of request to rezone to R-80. 1. The owner /developer shall dedicate land to Fayette County as needed to provide a minimum of 40-ft of right of way as measured from the existing centerline of McBride Road within 90 days.

On May 7, 2026, Planning Comm. voted to recommend CONDITIONAL APPROVAL of the request to rezone from A-R to R-80. John Kruzan made the motion to recommend CONDITIONAL APPROVAL of Petition 1380-26. Boris Thomas seconded motion. Motion passed 4-0 (Jim Oliver was absent).

This item was tabled at the May 28, 2026, BOC meeting due to a lack of a full board.

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

Consideration of Petition 1381-26, Wright Chancey McBride, LLC, Owner and Rod Wright, Agent, requesting to rezone Parcel No. 0448 034 (8.227 acres), from A-R (Agriculture-Residential) to R-80 (Single-Family Residential); property located in Land Lots 249 of the 4th District and fronts McBride Road with one (1) condition.

**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:**

**PETITION No. 1381-26**

**REQUESTED ACTION:** Rezone 8.227 acres from A-R to R-80

**PARCEL NUMBER:** 0448 034

**EXISTING ZONING:** A-R

**PROPOSED ZONING:** R-80

**EXISTING USE:** Single-Family Residential

**PROPOSED USE:** Single-Family Residential

**LOCATION:** McBride Road

**LOT SIZE:** 8.227 Acres

**DISTRICT/LAND LOT(S):** 4<sup>th</sup> District, Land Lot(s) 249

**OWNER(S):** Wright Chancey McBride, LLC

**APPLICANT(S):** Wright Chancey McBride, LLC

**AGENT(S):** Steven Jones, Attorney

**PLANNING COMMISSION PUBLIC HEARING:** May 7, 2026, at 7:00 PM

**BOARD OF COMMISSIONERS PUBLIC HEARING:** June 25, 2026, 5:00 PM

Petition was tabled on May 28, 2026 due to a lack of a full board

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**REQUEST**

The applicant is requesting to rezone the property from A-R to R-80.

**STAFF ASSESSMENT & RECOMMENDATION**

The lot is a legal lot of record, recorded in Plat Book 101 Page 633, on 06/03/2024. It meets or exceeds all the requirements of the R-80 zoning district. The Future Land Use Map designates this area as Rural Residential-3, which has a 3-acre minimum parcel size, so the request to rezone to R-80 is consistent with the Future Land Use Map and the Comprehensive Plan.

There WILL be sufficient area for the development of 2 residential lots under the R-80 zoning, even after the dedication of right-of-way.

Staff recommends **CONDITIONAL APPROVAL** of the request to rezone from A-R to R-80, subject to the

following conditions:

1. The owner /developer shall dedicate land to Fayette County as needed to provide a minimum of 40-ft of right of way as measured from the existing centerline of McBride Road within 90 days of this rezoning request, or prior to the submittal of a final plat, whichever comes first.

**PLANNING COMMISSION RECOMMENDATION**

On May 7, 2026, the Planning Commission voted to recommend **CONDITIONAL APPROVAL** of the request to rezone from A-R to R-80. John Kruzan made the motion to recommend **CONDITIONAL APPROVAL**, with conditions as read by staff, of Petition 1381-26. Boris Thomas seconded the motion. The motion passed 4-0 (Jim Oliver was absent).

## **INVESTIGATION**

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

The subject property is currently zoned A-R, Agricultural-Residential. The property is currently undeveloped.

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

The parcels surrounding the subject property are zoned R-70, having been part of the aforementioned blanket rezoning in 1973. Many other parcels in the general area are zoned A-R. The Future Land Use Map for this property and all the surrounding properties is Rural Residential-2, 1 Unit/2 Acres. 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 (across McBride Rd)	71	A-R	Single-Family Residential	Rural Residential-2 (1 unit /2 acres)
East	38+	A-R	Single-Family Residential	Rural Residential-3 (1 unit /3 acres)
South	100+	R-80	Single-Family Residential	Rural Residential-3 (1 unit /3 acres)
West	50+	A-R	Single-Family Residential	Rural Residential-3 (1 unit /3 acres)

### **C. DEPARTMENTAL COMMENTS**

- Water System** – No objections.
- Public Works/Environmental Management** – No objections.
  - **Access Management**
    - McBride Road (Proposed Tract 2) fronts a Collector Road, requiring a right of way of 40-foot from the centerline of McBride Road. No traffic data for this road. Right-of-Way dedication required.
  - **Site Distance**
    - The speed limit on McBride Road is 35 MPH, requiring 390 ft. of sight distance.
  - **Floodplain Management**
    - The property **DOES** contain additional floodplain delineated in the FC 2013 Future Conditions Flood Study. The property **DOES NOT** contain floodplain per FEMA FIRM panel 13113C0118E dated September 26, 2008.
    - Any improvements on the site must meet all regulations, including but not limited to MFFE (Minimum Finished Floor Elevations).
  - **Wetlands** - The property **DOES NOT** contain wetlands per the U.S. Department of the Interior, Fish and Wildlife Service 1994 National Wetland Inventory Map. The owner or developer will be responsible for submitting proper documentation during the development process as to the existence or non-existence of wetlands.
  - **Watershed Protection** - There **ARE** state waters located on the subject property and the site **WILL BE** subject to the Fayette County Watershed Protection Ordinance upon subdivision.

- **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
  - **Fire** - No comments.
  - **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 Rural Residential-3 Uses. This request does conform to the Fayette County Comprehensive Plan.
2. The area around the subject property is an area that already has various residential and agricultural 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. 110-129. - R-80, Single-Family Residential District.**

(a) *Description of district.* This district is composed of certain lands and structures having a very low density single-family residential character and designed to protect against the depreciating effects of small lot development and those uses incompatible with such a residential environment.

(b) *Permitted uses.* The following permitted uses shall be allowed in the R-80 zoning district:

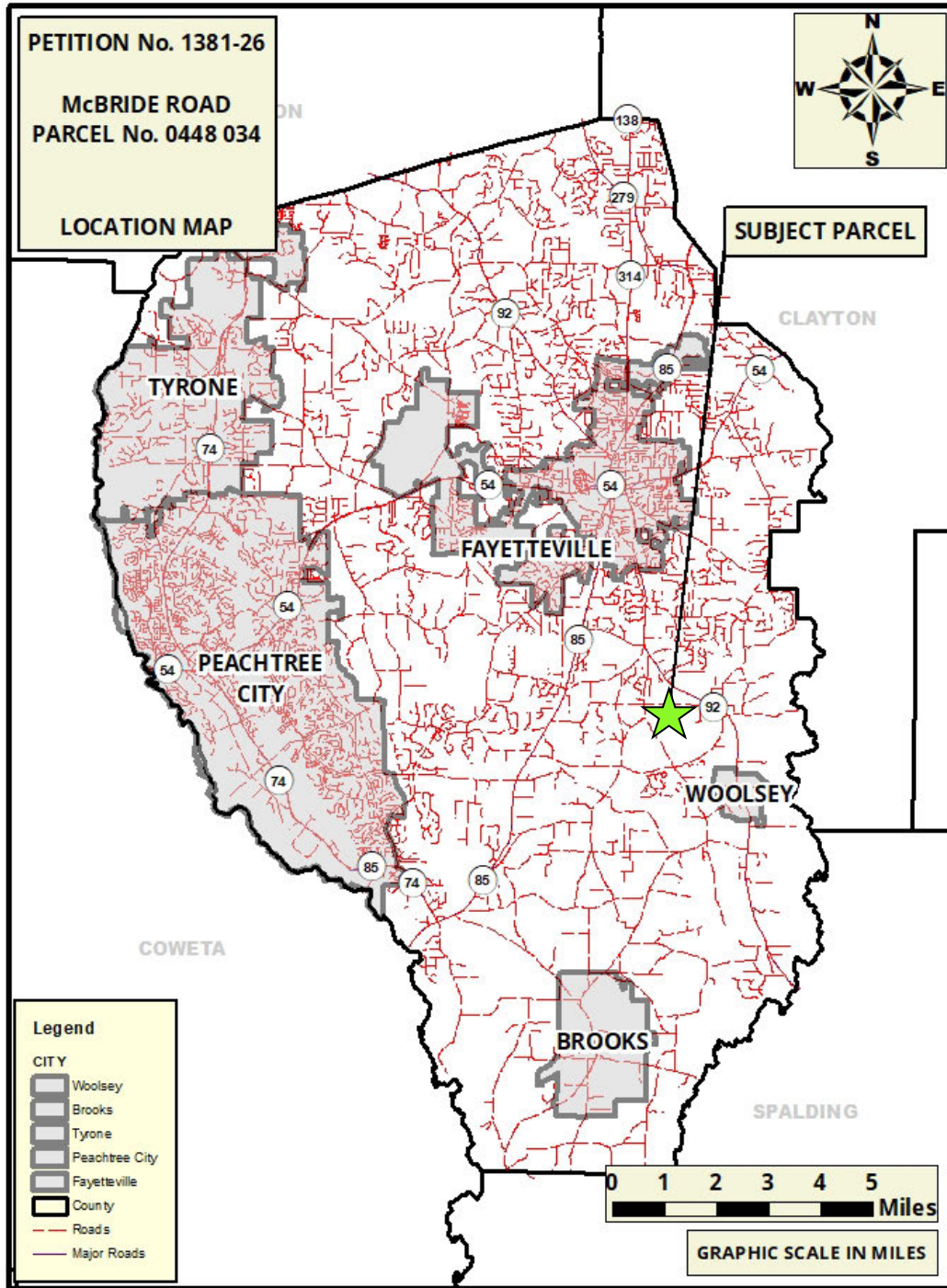
- (1) Single-family dwelling;
- (2) Residential accessory structures and uses (see article III of this chapter); and
- (3) Growing crops, gardens.

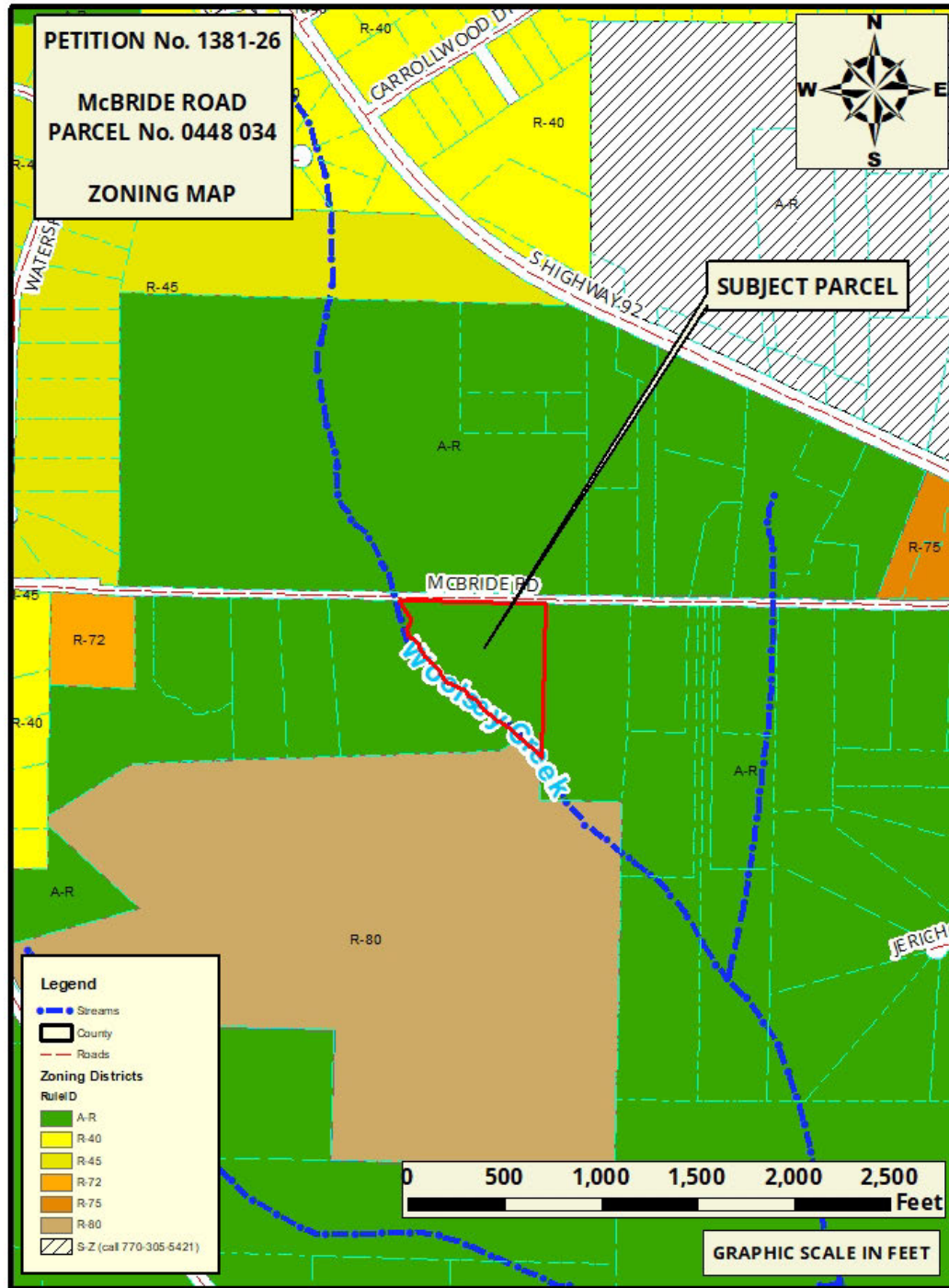
(c) *Conditional uses.* The following conditional uses shall be allowed in the R-80 zoning district provided that all conditions specified in article V of this chapter are met:

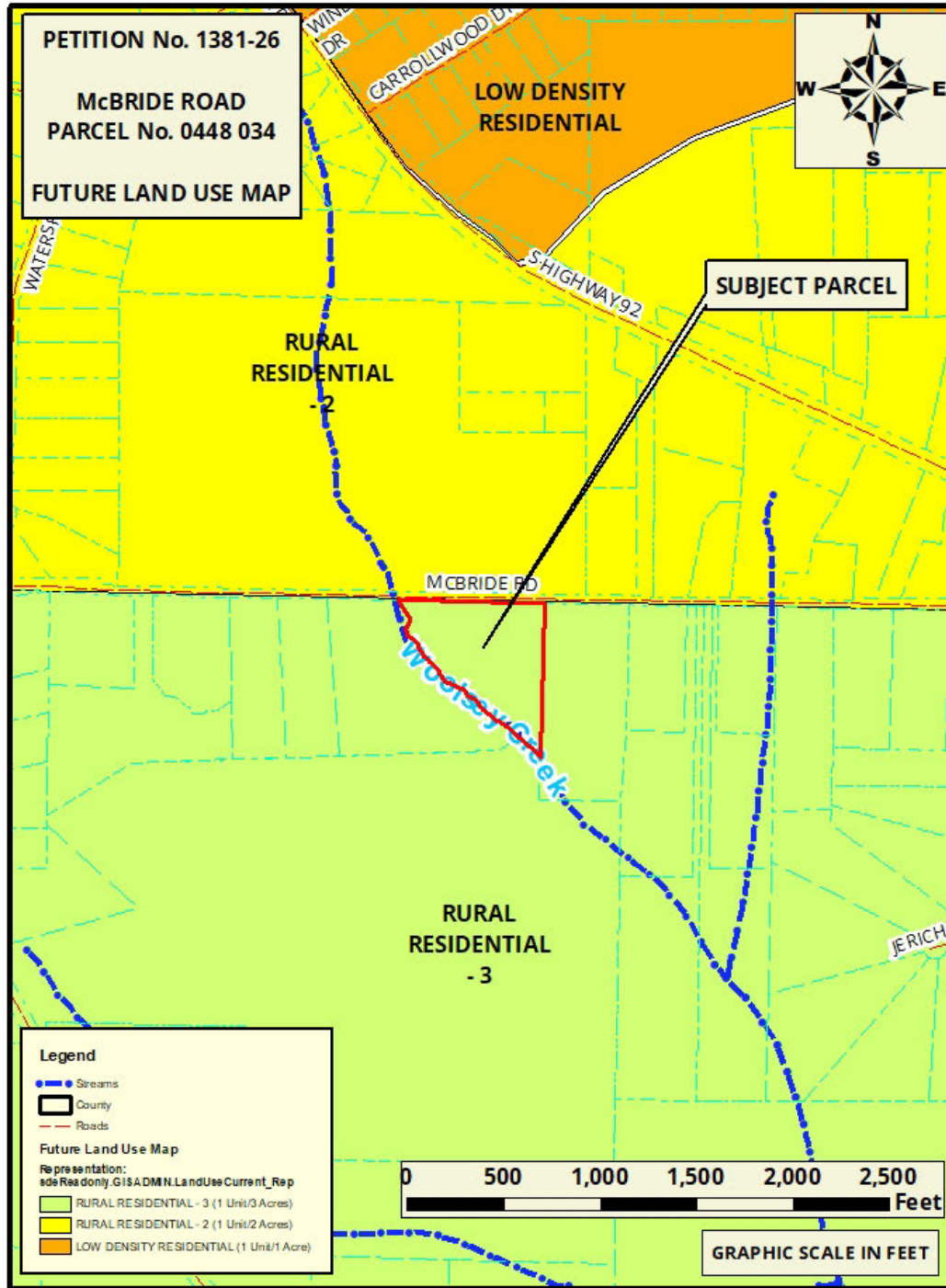
- (1) Church and/or other place of worship;
- (2) Developed residential recreational/amenity areas;
- (3) Home occupation;
- (4) Horse quarters; and
- (5) Private school, including, but not limited to: classrooms, administration, playground, housing, athletic fields, gymnasium, and stadium.

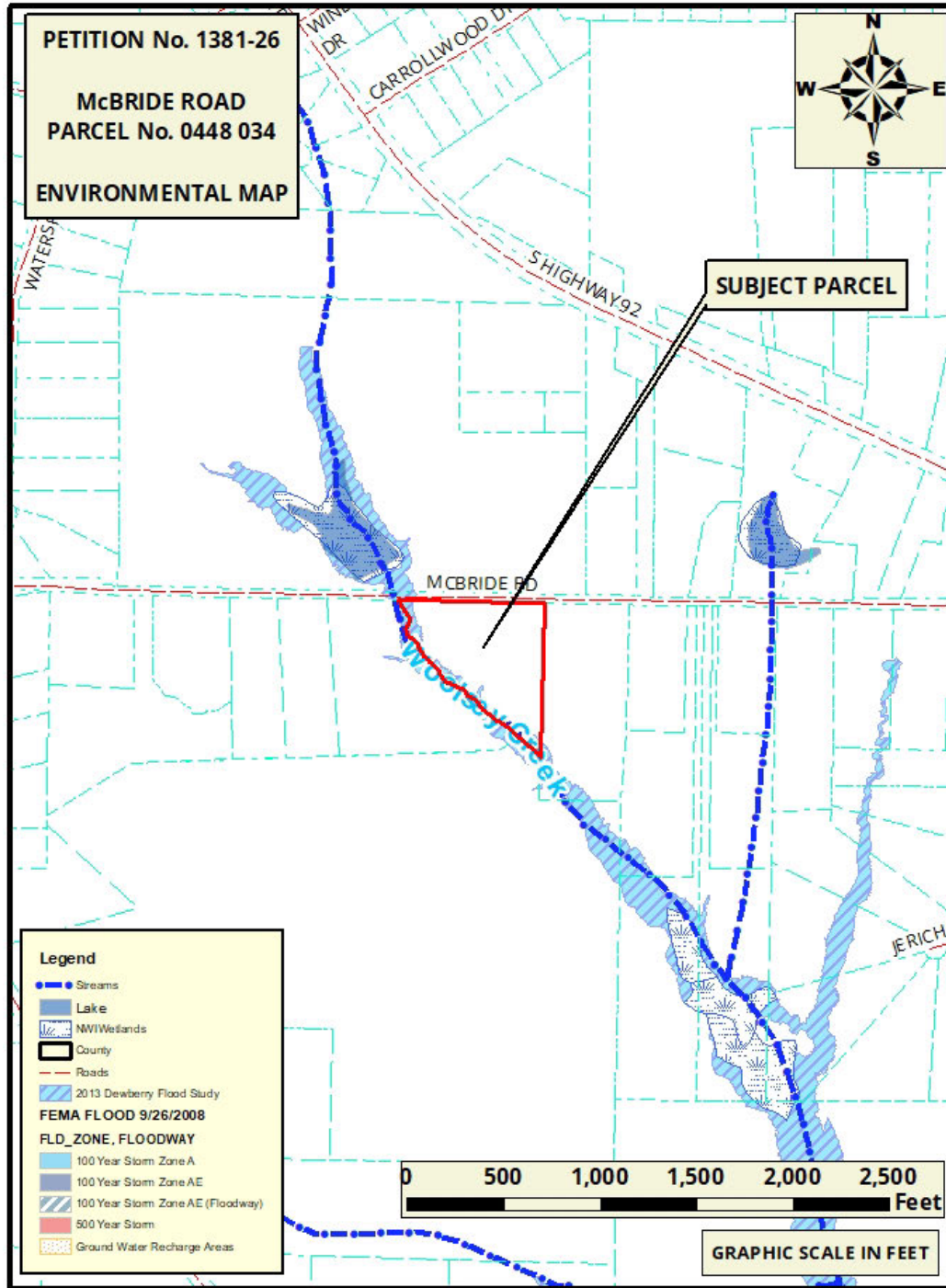
(d) *Dimensional requirements.* The minimum dimensional requirements in the R-80 zoning district shall be as follows:

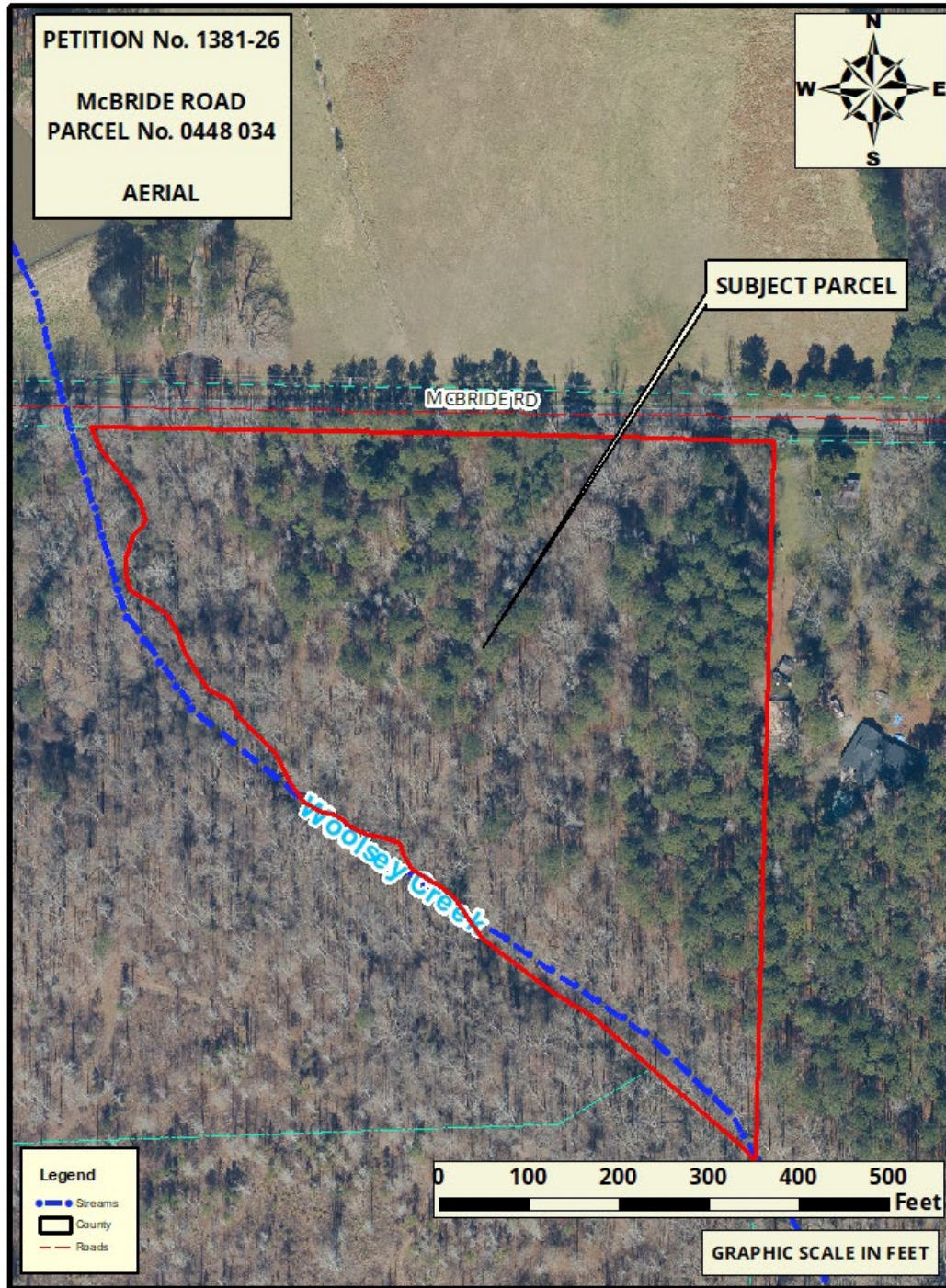
- (1) Lot area per dwelling: 130,680 square feet (three acres).
- (2) Lot width: 175 feet.
- (3) Floor area: 2,500 square feet.
- (4) Front yard setback:
  - a. Major thoroughfare:
    1. Arterial: 75 feet.
    2. Collector: 75 feet.
  - b. Minor thoroughfare: 50 feet.
- (5) Rear yard setback: 50 feet.
- (6) Side yard setback: 30 feet.
- (7) Height limit: 35 feet.

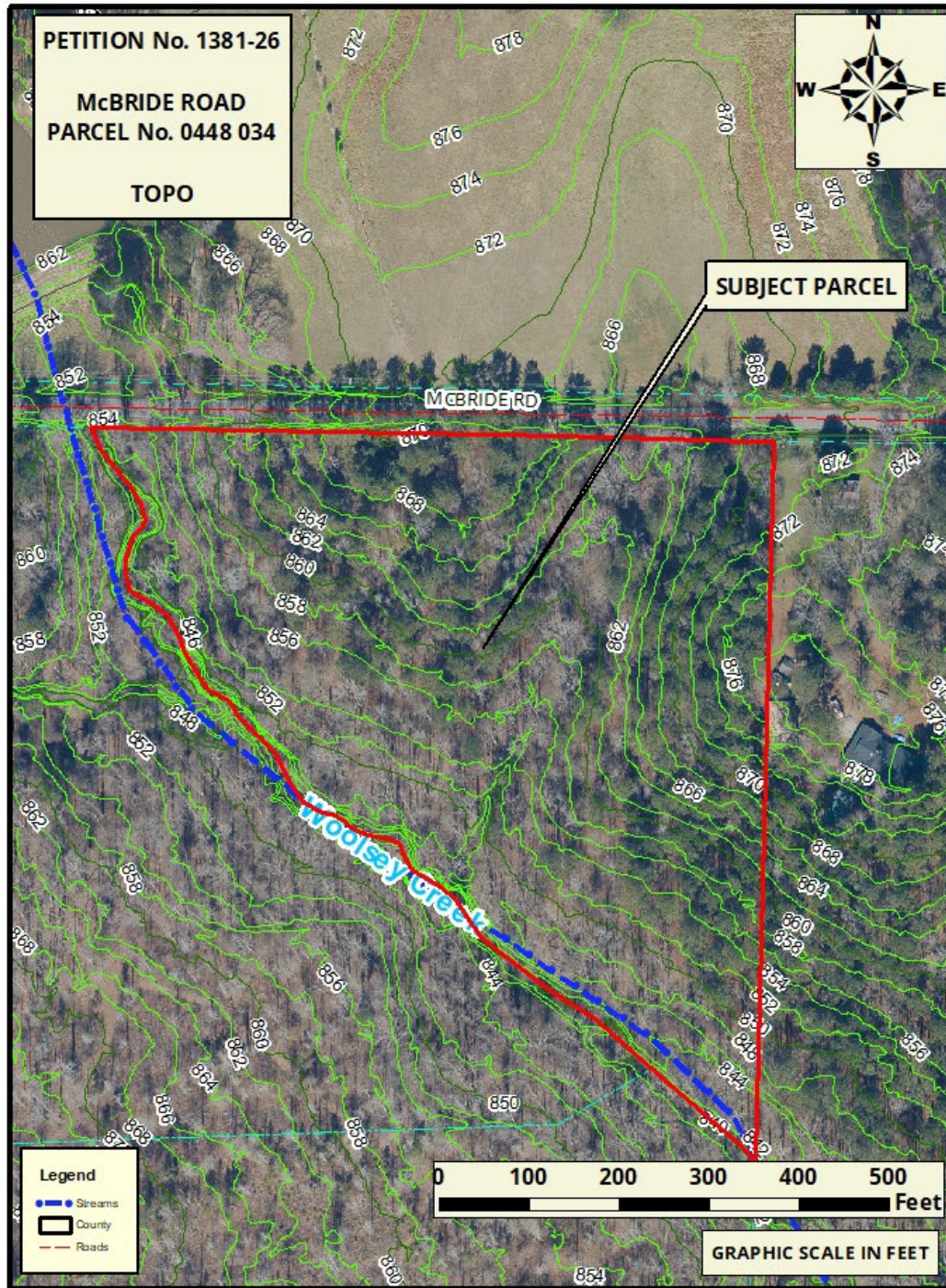














**BOARD MEMBERS**

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  
May 07, 2026  
7:00 pm**

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

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**NEW BUSINESS**

1. Call to Order. *Chairman Danny England called the May 7, 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. Vice-Chairman Boris Thomas seconded the motion. The motion carried 4-0. Jim Oliver was absent.*
4. Consideration of the Minutes of the meeting held on April 2, 2026. *John Kruzan made a motion to approve the minutes of the meeting held on April 2, 2026. Virgil Hooper seconded the motion. The motion carried 4-0*
5. Plats. *No Plats were presented at the May 7, 2026, hearing.*

**PUBLIC HEARING**

6. Consideration of Petition **1380-26**, Mark Wurster, Owner, and David Barber, Agent. Applicants are requesting to rezone Parcel No. 0517 115 (2.012 acres) from R-40 (Single-Family Residential) to C-H (Highway Commercial). Property is located in Land Lot 70 of the 5<sup>th</sup> District and fronts Highway 85 South. *Virgil Hooper made the motion to recommend APPROVAL of Petition 1380-26. John Kruzan seconded the motion. The motion passed 4-0.*

7. Consideration of Petition **1381-26**, Wright Chancey McBride, LLC, Owner and Rod Wright, Agent. Applicants are requesting to rezone Parcel No. 0448 034 (8.227 acres), from A-R (Agriculture-Residential) to R-80 (Single-Family Residential). Property is located in Land Lots 249 of the 4<sup>th</sup> District and fronts McBride Rd. ***John Kruzan made the motion to recommend CONDITIONAL APPROVAL of Petition 1381-26. Vice - Chairman Boris Thomas seconded the motion. The motion passed 4-0.***

**CONDITIONS:**

1. The owner /developer shall dedicate land to Fayette County as needed to provide a minimum of 40-ft of right of way as measured from the existing centerline of McBride Road within 90 days of this rezoning request, or prior to the submittal of a final plat, whichever comes first.

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

\*\*\*\*\*

*John Kruzan moved to adjourn the May 7, 2026, Planning Commission meeting. Virgil Hooper seconded. The motion passed 4-0.*

*The meeting adjourned at 7:13 pm.*

# Meeting Minutes 5/7/2026

**THE FAYETTE COUNTY PLANNING COMMISSION** met on May 7<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 May 7, 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. Vice-Chairman Boris Thomas seconded the motion. The motion carried 4-0. Jim Oliver was absent.*

3. Consideration of the Minutes of the meeting held on April 2, 2026. *John Kruzan made a motion to approve the minutes of the meeting held on April 2, 2026. Virgil Hooper seconded the motion. The motion carried 4-0.*
4. Plats. *No plats were presented at the May 7, 2026, Meeting.*

## PUBLIC HEARING

5. Consideration of Petition **1380-26**, Mark Wurster, Owner, and David Barber, Agent. Applicants are requesting to rezone Parcel No. 0517 115 (2.012 acres) from R-40 (Single-Family Residential) to C-H (Highway Commercial). Property is located in Land Lot 70 of the 5<sup>th</sup> District and fronts Highway 85 South.

Ms. Debbie Bell stated that the property is located along Georgia State Route 85. The property was previously rezoned from A-R to R-40 back in 2004, and previous conditions attached to that rezoning involved setback requirements related to a project road widening on State Route 85, and those prior conditions were no longer applicable and need to be carried forward. Based on the Fayette County Comprehensive Plan, the property is designated for commercial use. Staff recommended approval of the rezoning request.

Chairman England asked if the petitioner was present.

Mr. David Barber, Agent, stated that the purpose of the rezoning request is to bring the property into compliance with the current land use designation.

**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 1380-26. John Kruzan seconded the motion. The motion passed 4-0.*

6. Consideration of Petition **1381-26**, Wright Chancey McBride, LLC, Owner and Rod Wright, Agent. Applicants are requesting to rezone Parcel No. 0448 034 (8.227 acres), from A-R (Agriculture-Residential) to R-80 (Single-Family Residential). Property is located in Land Lots 249 of the 4<sup>th</sup> District and fronts McBride Rd.

Ms. Debbie Bell presented the request and noted that the subject property is currently undeveloped and is considered a lot of record. She mentioned that R-80 zoning is consistent with the Fayette County Future Land Use Map as rural residential and noted the presence of a stream on the property and stated that all environmental setbacks and buffer requirements would be reviewed during the development plan stage. Staff recommended conditional approval.

Chairman England asked if the petitioner was present.

Ms. Danna Morris, a representative on behalf of Rod Wright, addressed the Board and stated she was available to answer any questions.

Mr. Virgil Hooper asked what the intended use of the property would be.

Ms. Morris responded that the property was intended for residential home construction.

**Public Comment:**

No one spoke in favor or in 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.

*John Kruzan made the motion to recommend **CONDITIONAL APPROVAL** of Petition 1381-26. Vice - Chairman Boris Thomas seconded the motion. The motion passed 4-0.*

**CONDITIONS:**

1. The owner /developer shall dedicate land to Fayette County as needed to provide a minimum of 40-ft of right of way as measured from the existing centerline of McBride Road within 90 days of this rezoning request, or prior to the submittal of a final plat, whichever comes first.

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

\*\*\*\*\*

*John Kruzan moved to adjourn the May 7, 2026, Planning Commission meeting. Virgil Hooper seconded. The motion passed 4-0.*

*The meeting adjourned at 7:13 pm.*

**PLANNING COMMISSION  
OF  
FAYETTE COUNTY**

**ATTEST:**

  
 \_\_\_\_\_  
**MARIA BINNS, PC SECRETARY**

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

**PLANNING COMMISSION RECOMMENDATION**

**DATE:** May 7, 2026

**TO:** Fayette County Commissioners

The Fayette County Planning Commission recommends that Petition No. **1381-26**, the application of Wright Chancey McBride, LLC, Owner, proposes to rezone Parcel No. 0448 034 (8.227 acres) from A-R (Agricultural-Residential to R-80 (Single – Family Residential)., be:

H-O

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 Absent

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

**Remarks:**  
\_\_\_\_\_

STATE OF GEORGIA  
COUNTY OF FAYETTE

**RESOLUTION  
NO. 1381-26**

**WHEREAS**, Wirght Chancey McBride, LLC, Owner, having come before the Fayette County Planning Commission on May 7, 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: Applicant proposes the following: rezone Parcel No. 0448 034 (8.227 acres) from A-R (Agricultural-Residential) to R-80 (Single – Family Residential). Property is located in Land Lot 249 of the 4<sup>th</sup> District and fronts McBride 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 WITH CONDITIONS**.

**RECOMMENDED CONDITIONS FOR PETITION No. 1381-26:**

1. The owner/developer shall dedicate land to Fayette County as needed to provide a minimum of 40-ft of right of way as measured from the existing centerline of McBride Road within 90 days of this rezoning request, or prior to the submittal of a final plat, whichever comes first.

This decision is based on the following reasons:

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

STATE OF GEORGIA  
COUNTY OF FAYETTE

RESOLUTION  
NO. 1381-26

PLANNING COMMISSION  
OF  
FAYETTE COUNTY

ATTEST:



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MARIA BINNS, PC SECRETARY



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DANNY ENGLAND, CHAIRMAN

PETITION No (s): 1381-26

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

STAFF USE ONLY

**APPLICANT INFORMATION**

Name Wright Chancey McBride, LLC  
Address PO Box 629  
City Fayetteville  
State GA Zip 30215  
Email thesubdivider@gmail.com  
Phone 770-480-5606  
460

**PROPERTY OWNER INFORMATION**

Name Wright Chancey McBride, LLC  
Address PO Box 629  
City Fayetteville  
State GA Zip 30215  
Email thesubdivider@gmail.com  
Phone 770-480-5606  
460

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

**(ALTERNATE)**  
Name Steven L. Jones, McKagen Jones  
Address 1441 Dunwoody Village Parkway, St. 100  
City Atlanta  
State GA Zip 30338  
Email SLJ@MJLawFirm.Com  
Phone 404-218-2756

Name Rod Wright  
Address 100 Woolsey Park Dr  
City Fayetteville, GA  
State GA Zip 30215  
Email thesubdivider@gmail.com  
Phone 770-294-7990

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

[ ] Application Insufficient due to lack of:

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

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

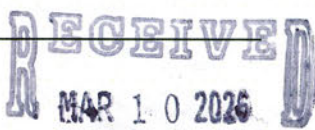
Staff: Maria Binns Date: 03/10/2026

DATE OF PLANNING COMMISSION HEARING: \_\_\_\_\_

DATE OF COUNTY COMMISSIONERS HEARING: \_\_\_\_\_

Received from Rod wright a check in the amount of \$ 350.00 for application filing fee, and \$ 20.00 for deposit on frame for public hearing sign(s).

Date Paid: 03/10/2026 Receipt Number: 026774



BY: M.B.

PETITION No.: 1381-26 Fees Due: 350.<sup>00</sup> Sign Deposit Due: 20.<sup>00</sup>

STAFF USE ONLY

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

Parcel # (Tax ID): 0448 034 Acreage: 8.227 AC  
Land District(s): 4th Land Lot(s): 249  
Road Name/Frontage L.F.: McBride Rd Road Classification: Collector  
Existing Use: Undeveloped Proposed Use: 2, single-family residential lots  
Structure(s): \_\_\_\_\_ Type: \_\_\_\_\_ Size in SF: 358,395 SF  
Existing Zoning: A-R Proposed Zoning: R-80  
Existing Land Use: Rural Residential - 3 Proposed Land Use: Rural Residential - 3  
Water Availability: Private Distance to Water Line: Private - Well Distance to Hydrant: N/A

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:

Wright Chancey McBride, LLC

(Please Print)

**Property Tax Identification Number(s) of Subject Property:** 0448 034

(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) 249 of the 4th District, and (if applicable to more than one land district) Land Lot(s) N/A of the N/A District, and said property consists of a total of 8.227 acres (legal description corresponding to most recent recorded plat for the subject property is attached herewith).

*Rod Wright*

(I) (We) hereby delegate authority to Steven L. Jones, McKagen Jones 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) [Signature]  
Signature of Property Owner 1  
P.O. Box 629, Fayetteville, GA 30214

Address  
100 Woolsey Park Dr  
Signature of Property Owner 2

Address  
Signature of Property Owner 3

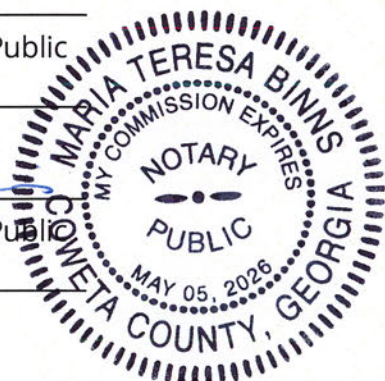
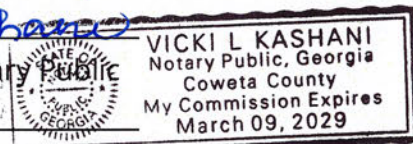
Address  
[Signature]  
Signature of Authorized Agent  
100 Woolsey Park Dr  
Address

Vicki L. Kashani  
Signature of Notary Public  
3-10-26

Date  
Signature of Notary Public

Date  
Signature of Notary Public

Date  
[Signature]  
Signature of Notary Public  
03/10/2026  
Date



PETITION No.: 1381-26

**OWNER'S AFFIDAVIT**

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

NAME: Wright Chancey McBride, LLC

ADDRESS: P.O. Box 629, Fayetteville, Georgia 30214

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

Wright Chancey McBride, LLC 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 \$ 370 to cover all expenses of public hearing. He/She petitions the above named to change its classification to R-80.

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: See attached

PUBLIC HEARING to be held by the Planning Commission of Fayette County on the day of May 7, 2006 at 7:00 P.M.

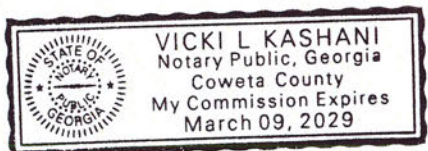
PUBLIC HEARING to be held by the Board of Commissioners of Fayette County on the day of May 28, 2006 at 5:00 P.M.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 10<sup>th</sup> DAY OF March, 2026

[Signature]  
 SIGNATURE OF PROPERTY OWNER

SIGNATURE OF PROPERTY OWNER  
Vicki L. Kashani

NOTARY PUBLIC



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

I/We, Wright Chancey McBride, LLC, said property owner(s) of subject property requested to be rezoned, hereby agree to dedicate, at no cost to Fayette County, 80 feet of right-of-way along McBride Road 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:

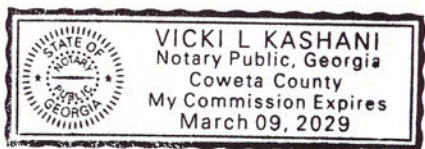
- Local Street (Minor Thoroughfare) 60-foot right-of-way (30' measured from each side of road centerline)
- Collector Street (Major Thoroughfare) 80-foot right-of-way (40' measured from each side of road centerline)
- Arterial Street (Major Thoroughfare) 100-foot right-of-way (50' measured from each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

Sworn to and subscribed before me this 10<sup>th</sup> day of March, 2026.

[Signature]  
SIGNATURE OF PROPERTY OWNER

SIGNATURE OF PROPERTY OWNER

Vicki L. Kashani  
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".  
 [ X ] 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 10<sup>th</sup> day of March, 2026.

\_\_\_\_\_  
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:**       X   **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
- N/A  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:
  - X   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.
  - N/A   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.
  - X   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.
  - X   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.
  - X   e. Minimum zoning setbacks and buffers, as applicable.
  - X   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.
  - X   g. Location and dimensions of exits/entrances to the subject property.
  - X   h. Approximate location and elevation of the 100-year flood plain and Watershed Protection Ordinance requirements, as applicable.
  - X   i. Approximate location of proposed on-site stormwater facilities, including detention or retention facilities.
- N/A  A letter of intent for a non-residential rezoning request, including the proposed use(s).

Steven L. Jones



MCKAGEN JONES

1441 Dunwoody Village Parkway, Suite 100 | Atlanta, Georgia 30338 | MJlawfirm.com  
Office: (770) 799-6655 | Cell: (404) 218-2756 | [slj@mjlawfirm.com](mailto:slj@mjlawfirm.com)

March 10, 2026

Fayette County Board of Commissioners  
c/o, Ms. Tameca Smith, County Clerk  
140 Stonewall Avenue W.  
Suite 100  
Fayetteville, GA. 30214  
[tsmith@fayettecountyga.gov](mailto:tsmith@fayettecountyga.gov)

Fayette County Planning and Zoning Department  
c/o Ms. Deborah Bell, Director of Planning and Zoning  
140 Stonewall Avenue W.  
Suite 202  
Fayetteville, GA. 30214  
[dbell@fayettecountyga.gov](mailto:dbell@fayettecountyga.gov)

**RE: Fayette County Tax Assessor Parcel Identification Number (“TPN”): 0448 034;  
consisting of 8.227 +/- acres (the “Property”);  
Application to Amend the Official Zoning Map of Fayette County, GA regarding the  
Property (the “Rezoning Application”).**

Fayette County Board of Commissioners:

This law firm represents Wright Chancey McBride, LLC (the “**Applicant**”), the proponent of the Application and the owner of the Property. The Applicant respectfully submits this Letter of Intent in support of the Application, which seeks to rezone the Property. The purpose of this letter is to formally outline the Applicant’s intent, establish the basis for the requested zoning action, and provide the supporting narrative required for the Board of Commissioners of Fayette County, Georgia’s (the “**BOC**”) consideration of the Application.

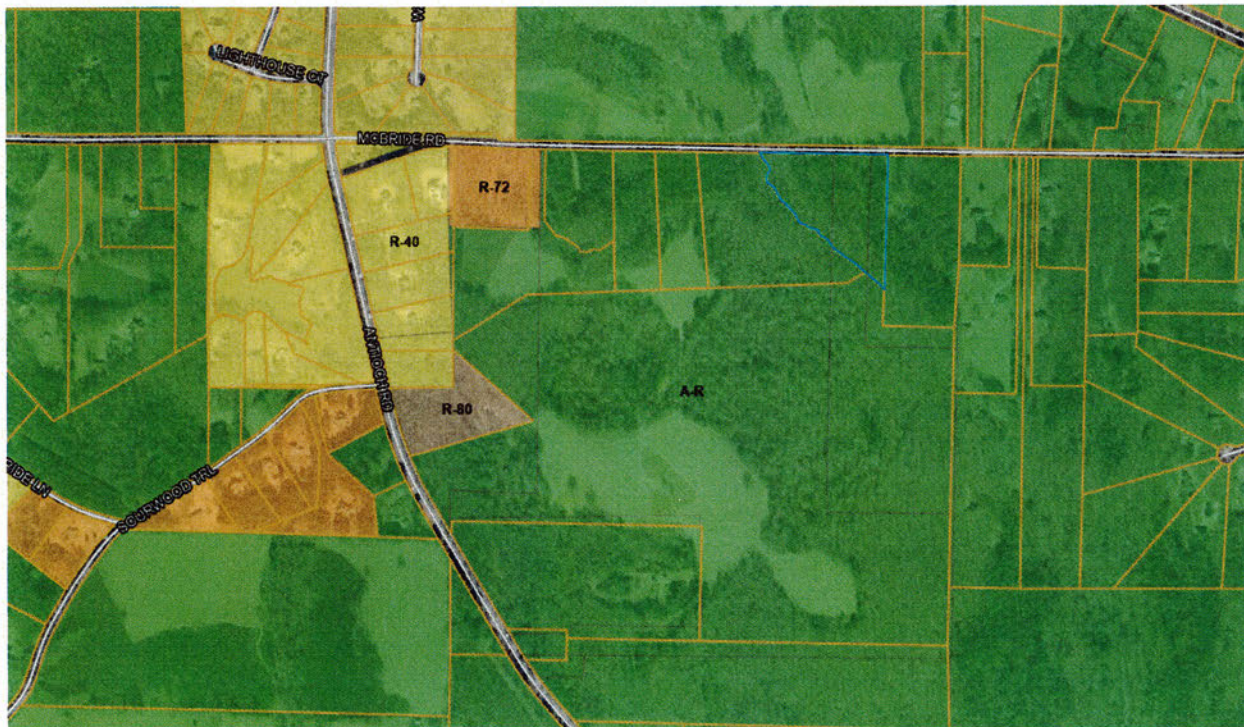
### **The Property**

The Property consists of a single parcel of real property presently within the Agricultural Residential Zoning District (“**A R**”) under The Zoning Ordinance of Fayette County, Georgia (the “**Zoning Ordinance**”) codified as Chapter 110 of The Code of Fayette County, Georgia (the “**Code**”). The Property consists of approximately 8.22 ± acres and fronts on McBride Road in unincorporated Fayette County, Georgia. Through the Application, the Applicant respectfully requests the BOC rezone the Property to the R80 SingleFamily Residential District (“**R80**”). The proposed R80 designation is intended to accommodate the development of two single family lots of 4.166 acres and 4.061 acres, consistent with the purpose and intent of the district and the County’s Comprehensive Plan.

Board of Commissioners of Fayette County, Georgia  
 March 10, 2026  
 Page 2 of 4

The Property is presently undeveloped and is well suited for large lot single family residential use. Development under the R80 standards will ensure adequate lot sizes, building setbacks, and open space relationships that reinforce the rural residential character envisioned for this area.

Both homes will be served by individual septic systems and private wells, consistent with the infrastructure conditions and service delivery framework applicable to this portion of the County. The Applicant will comply with all applicable environmental health regulations, soil suitability requirements, and state and local permitting laws, rules, and regulations.



*Portion of the QPublic Fayette County Zoning Map*

### **The Application**

The Application seeks to rezone the Property from the A R zoning district to the R 80 zoning district for the purpose of developing two large lot single family residential homes in a manner consistent with the surrounding rural residential development pattern.

Section 110-300 of the Zoning Ordinance sets forth the standards (the “**Rezoning Factors**”) by which the Planning and Zoning Department, the Planning Commission of Fayette County, and the BOC must evaluate the Application. These Rezoning Factors ensure that proposed amendments are reviewed comprehensively and in a manner that aligns with the County’s adopted land use policies and regulatory framework. Below, the Rezoning Factors are restated in bold followed by the Applicant’s analysis of each factor.

Board of Commissioners of Fayette County, Georgia  
March 10, 2026  
Page 3 of 4

**(1) Whether the zoning proposal is in conformity with the land use plan and policies contained therein;**

The requested R 80 zoning district is consistent with the County's adopted Land Use Plan, which designates the Property as being within the Rural Residential – 3 (1 unit/acre) character area. The proposed development of two large lot single family homes aligns with the Plan's intent to preserve the area's low intensity residential character, maintain open space, and support development patterns compatible with existing large lot subdivisions. The rezoning therefore conforms to both the land use designation and the broader policy direction for this portion of the County.

**(2) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;**

The proposed R 80 zoning is compatible with surrounding properties, which are similarly characterized by large lot residential and agricultural residential uses. The introduction of two single family homes on substantial lots will not generate impacts that would diminish the use, enjoyment, or development potential of adjacent parcels. The low density nature of the proposal ensures that existing rural residential character is preserved, and no adverse effects on neighboring properties are anticipated.

**(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;**

The proposed development of only two single family residences will not create any excessive or burdensome demand on public infrastructure. Traffic generation will be minimal and well within the capacity of the existing roadway network. The homes will be served by individual septic systems and private wells, eliminating the need for public water or sewer extensions. Given the extremely low number of units (2), any impact on schools or other public services will be minimal. The rezoning therefore does not create a burdensome demand on existing or planned facilities.

**(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.**

Existing conditions support approval of the rezoning. The Property is currently undeveloped and is well suited for large lot residential use consistent with the surrounding development pattern.

Georgia law and the procedures of Fayette County require us, as counsel for the Applicant, to raise Federal and State constitutional and other objections during the public hearing application process. While the Applicant anticipates a smooth application process, failure to raise such objections at this stage may mean that the Applicant will be barred from raising important legal claims later in the process. Accordingly, we hereby raise the objections set forth in

Board of Commissioners of Fayette County, Georgia  
March 10, 2026  
Page 4 of 4

Exhibit "A" and Exhibit "B" hereto.

The Applicant and I appreciate the Board of Commissioner's attention to the Application. Should you have any questions or require further information, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven L. Jones", written in a cursive style.

Steven L. Jones

*[The rest of this page intentionally left blank]*

**EXHIBIT "A"****CONSTITUTIONAL OBJECTION**

As applied to the real property of Wright Chancey McBride, LLC (the "Owner") identified as Fayette County Tax Assessor Parcel Identification Number ("TPN"): 0448 034 and consisting of 8.22 +/- acres (the "Property"), and which is the subject of the Application (as that term is defined in the foregoing letter) filed by Wright Chancey McBride, LLC (the "Applicant") and to which this Constitutional Objection is attached, if the Application is not approved or is approved with condition(s) not consented to by the Applicant/the Owner, The Zoning Ordinance of Fayette County, Georgia (the "Zoning Ordinance") codified as Chapter 110 of The Code of Fayette County, Georgia (the "Code") facially and as applied will be unconstitutional in that the Applicant's/the Owner's property rights in and to the Property will be destroyed without first receiving fair, adequate, and just compensation for such property rights. As applied to the Property, in such case, such action on the Application as well as the Zoning Ordinance, facially and as applied, will deprive the Applicant/the Owner of constitutionally protected rights in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States of America; Article I, Section I, Paragraphs I-II of the Constitution of the State of Georgia of 1983; Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Due Process and Equal Protection Clauses of the Fourteenth Amendment to the Constitution of the United States of America.

If the Application is not approved or is approved with condition(s) not consented to by the Applicant/the Owner, such action on the Application, application of the Zoning Ordinance to the Property and/or the Applicant/the Owner, and the Zoning Ordinance facially will be unconstitutional, illegal, arbitrary, capricious, null, and void, constitute a taking of the Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States of America; Article I, Section I, Paragraphs I-II of the Constitution of the State of Georgia of 1983; Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States of America thereby denying the Applicant/the Owner an economically viable use of the Property while not substantially advancing legitimate state interests.

Inasmuch as it is impossible for the Applicant/the Owner to use the Property and simultaneously comply with the Zoning Ordinance and in the event the Application is not approved or is approved with condition(s) not consented to by the Applicant/the Owner, such action on the Application, application of the Zoning Ordinance to the Property, and the Zoning Ordinance facially will constitute arbitrary, capricious, and unreasonable acts by Fayette County, Georgia (the "County"), by and through the Board of Commissioners of the Fayette County (the "BOC"), without any rational basis therefor and constitute abuses of discretion in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States of America; Article I, Section I, Paragraphs I-II of the Constitution of the State of Georgia of 1983; Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Due Process and Equal Protection Clauses of the Fourteenth Amendment to the Constitution of the United States of America.

**EXHIBIT "A"**

If the Application is not approved or is approved with condition(s) not consented to by the Applicant/the Owner, such action on the Application, application of the Zoning Ordinance to the Property, and the Zoning Ordinance facially will be unconstitutional and discriminate against the Property and/or the Applicant/the Owner in an arbitrary, capricious, and unreasonable manner between the Property, the Applicant/the Owner and others similarly situated in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States of America.

The present zoning applied to the Property imposes a significant detriment on the Property and/or the Owner/the Applicant insubstantially related to the public health, safety, morality, and general welfare.

WHEREFORE, the Applicant/the Owner requests the Board of Commissioners of Fayette County, Georgia approve the Application, as specified and designated therein, with only condition(s) consented to by the Applicant/the Owner.

Respectfully submitted this 10th day of March 2026.

**MCKAGEN JONES**

Counsel for the Applicant/the Owner

/s/ Steven L. Jones

Steven L. Jones

1441 Dunwoody Village Parkway  
Suite 100  
Atlanta, Georgia 30338  
(770) 799-6655  
slj@mjlawfirm.com

**EXHIBIT "B"**

OBJECTIONS TO AND FOR ZONING HEARINGS BASED ON  
YORK V. ATHENS COLLEGE OF MINISTRY, INC.

Regarding the Application (as that term is defined in the foregoing letter) concerning the real property of Wright Chancey McBride, LLC (the "Owner") identified as Fayette County Tax Assessor Parcel Identification Number ("TPN"): 0448 034 (the "Property") and to which this objection is attached and which Application is filed by Wright Chancey McBride, LLC (the "Applicant"), any and every public hearing regarding, and any Board of Commissioners of Fayette County, Georgia (the "BOC") action (including, but not limited, any final action) on, the Application and The Zoning Ordinance of Fayette County, Georgia (the "Zoning Ordinance") codified as Chapter 110 of The Code of Fayette County, Georgia (the "Code"), facially and as applied to the Property, the Applicant/the Owner, and the Application, are objected to by the Applicant/the Owner based on, but not limited to, the reasons set forth herein (collectively the "York Objection" and each an "Objection"), in accordance with *York v. Athens College of Ministry, Inc.*, 348 Ga. App. 58, 821 S.E.2d 120 (Ga. Ct. App. 2018):

Contemporaneous with the filing of this *York* Objection, the Applicant/the Owner is filing a Constitutional Objection, and all Objections set forth therein are incorporated herein by reference as if fully restated.

The Applicant/the Owner objects to any and every public and other hearing(s) and meeting(s) regarding the Application, including, but not limited to, those before the BOC, because the time limitation, if any, imposed on the presentation of evidence and testimony in support of, as well as in rebuttal to opposition evidence, comments, and/or testimony to, the Application deprive the Applicant/the Owner a meaningful opportunity to be heard and preserve issues, in violation of the Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States and Article I, Section I, Paragraph I of the Constitution of Georgia of 1983. Likewise, the Applicant/the Owner objects to any and all members of the public (and/or other persons) who appear (or otherwise give testimony and/or opinion) at any and all public hearing(s) and other meetings, including, but not limited to, before the BOC to the extent that (but not limited to) said individuals (a) do not have standing to appeal the BOC's decision on the Application (*i.e.*, do not satisfy the substantial interest-aggrieved citizen test); (b) are not under oath; (c) are not subject to cross-examination; (d) present evidence on and/or make statements that qualify as (or must or should be assessed with the aid of) expert opinion testimony without any or all individuals being qualified as expert witnesses; (e) present evidence on and/or make statements that are not germane to the exclusive factors for consideration of the Application set forth in the Zoning Ordinance; (f) present evidence and/or make statements that are founded, wholly or in part, upon inadmissible, hearsay, unreliable, nonprobative, insubstantial, and/or lay, nonexpert opinion evidence; (g) fail to disclose any and every campaign (or other) contribution to any member of the BOC; and/or (h) are not residents of the County.

Additionally, the Applicant/the Owner objects to any BOC action that does not approve the Application or approves the Application with conditions not consented to by the Applicant/the Owner and any other action of the County to the extent that (but not limited to) such action is: (a) in violation of Section 50-13-19(h) of the Official Code of Georgia Annotated or otherwise: (1) in violation of any constitutional, statutory, and/or ordinance provisions; (2) in

**EXHIBIT "B"**

excess of the constitutional, statutory, and/or ordinance authority of the planning commission of the County and/or BOC; (3) made upon unlawful procedure; (4) affected by other error of law; (5) clearly erroneous in view of the reliable, probative, and substantial evidence on the whole record; and/or (6) arbitrary or capricious or characterized by abuse of discretion or clearly unwarranted exercise of discretion; (b) founded, wholly or in part, upon inadmissible, hearsay, unreliable, nonprobative, insubstantial, and/or lay, nonexpert opinion evidence; (c) contrary to, or based, in whole or in part, on factors or considerations other than, the exclusive factors or procedure for consideration of the Application set forth in the Zoning Ordinance; (d) based, in whole or in part, on evidence and/or information received by said planning commission and/or the BOC (1) outside of the public hearing(s) on the Application; (2) by *ex parte* or other similar means; and/or (3) otherwise in a manner which does not afford the Applicant/the Owner a right to respond to or otherwise confront all evidence considered by said planning commission and/or the BOC in its evaluation of the Application; (e) otherwise not made pursuant and in conformance with the Code of Ordinances; the Zoning Ordinance; the Georgia Zoning Procedures Law, O.C.G.A. § 36-66-1, *et seq.*; and/or any other law, including the Constitutions of the State of Georgia or the United States of America; (f) pursuant to an ordinance, resolution, zoning map, and/or the like not adopted in compliance with the Code of Ordinances; the Zoning Ordinance; the Georgia Zoning Procedures Law, O.C.G.A. § 36-66-1, *et seq.*; and/or any other law, including the Constitutions of the State of Georgia or the United States of America, which the Applicant/the Owner contends is the case for the applicable ordinances, resolutions, and maps, including, but not limited to, the Zoning Ordinance; and/or (g) not sustained by sufficient evidence.

By and through this *York* Objection, the Applicant/the Owner hereby preserves all the above and incorporated Objections, and any and all evidence, arguments, and objections made and/or tendered at any hearing, and/or prior to the BOC's final action, on the Application, and asserts them on and within the record before, and for consideration and resolution (prior to any formal decision) by, the BOC.

WHEREFORE, the Applicant/the Owner requests the Board of Commissioners of Fayette County, Georgia approve the Application, as specified and designated therein, with only condition(s) consented to by the Applicant/the Owner.

Respectfully submitted this 10th day of March 2026.

**MCKAGEN JONES**

Counsel for the Applicant/the Owner

/s/ Steven L. Jones

Steven L. Jones

1441 Dunwoody Village Parkway  
Suite 100  
Atlanta, Georgia 30338  
(770) 799-6655  
slj@mjlawfirm.com

Please return to:  
Lawson, Beck & Sandlin, LLC  
1125 Commerce Drive, Suite 300  
Peachtree City, GA 30269  
File # 23-LAW-0839  
Att: Lexi Clarke  
Parcel Number: 0448008,0448036,0448034

  
Doc ID: 011885870003 Type: WD  
Recorded: 10/09/2023 at 09:50:00 AM  
Fee Amt: \$25.00 Page 1 of 3  
Transfer Tax: \$0.00  
Fayette, Ga. Clerk Superior Court  
Sheila Studdard Clerk of Court  
BK **5661** PG **168-170**

STATE OF GEORGIA  
COUNTY OF FAYETTE

(23)

**LIMITED WARRANTY DEED**

THIS INDENTURE made this 28th day of September, 2023 between

**Wright Chancey, LLC**

as party or parties of the first part, hereinafter called Grantor, and

**Wright Chancey McBride, LLC**

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property:

Tract 04-48-008

All that tract or parcel of land lying and being in Land Lot 249 of the 4th District of Fayette County, Georgia, being Tract 1, containing 125.444 acres more or less, Tract 4, containing 1.250 acres more or less, and Tract 5, containing 1.374 acres more or less, as shown on that boundary survey for Rod Wright Corp, by Sibley-Miller Surveying and Planning Inc., Tim L. Miller, Reg. Land Surveyor No. 3150, dated 9/5/2023, as recorded in Plat Book 101, Page 509, Fayette County, Georgia Records, said plat being incorporated herein and made a part hereof by reference.

Tract 04-48-036

All that tract or parcel of land lying and being in Land Lot 249 of the 4th District of Fayette County, Georgia, being Tract 2, containing 15.087 acres more or less, as shown on that boundary survey for Rod Wright Corp, by Sibley-Miller Surveying and Planning Inc., Tim L. Miller, Reg. Land Surveyor No. 3150, dated 9/5/2023, as recorded in Plat Book 101, Page 509, Fayette County, Georgia Records, said plat being incorporated herein and made a part hereof by reference.

Tract 04-48-034

All that tract or parcel of land lying and being in Land Lot 249 of the 4th District of Fayette County, Georgia, being Tract 3, containing 19.999 acres more or less, as shown on that boundary survey for Rod Wright Corp, by Sibley-Miller Surveying and Planning Inc., Tim L. Miller, Reg. Land Surveyor No. 3150, dated 9/5/2023, as recorded in Plat Book 101, Page 509, Fayette County, Georgia Records, said plat being incorporated herein and made a part hereof by reference.

**LEGAL DESCRIPTION**  
**Continued**

Tract 04-48-008

All that tract or parcel of land lying and being in Land Lot 249 of the 4th District of Fayette County, Georgia, being Tract 4, containing 1.250 acres more or less, as shown on that boundary survey for Rod Wright Corp, by Sibley-Miller Surveying and Planning Inc., Tim L. Miller, Reg. Land Surveyor No. 3150, dated 9/5/2023, as recorded in Plat Book 101, Page 509, Fayette County, Georgia Records, said plat being incorporated herein and made a part hereof by reference.

All that tract or parcel of land lying and being in Land Lot 249 of the 4th District of Fayette County, Georgia, being Tract 5, containing 1.374 acres more or less, as shown on that boundary survey for Rod Wright Corp, by Sibley-Miller Surveying and Planning Inc., Tim L. Miller, Reg. Land Surveyor No. 3150, dated 9/5/2023, as recorded in Plat Book 101, Page 509, Fayette County, Georgia Records, said plat being incorporated herein and made a part hereof by reference.

**SIGNATURES ON NEXT PAGE**

Subject to restrictive covenants and easements of record.

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming by through or under Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this first day and year first above written.

Chancy S Brown  
Witness  
[Signature]  
Notary Public

Wright Chancey LLC

By: RODWRIGHTCORP, Member

BY: [Signature]  
Roderick A. Wright, President

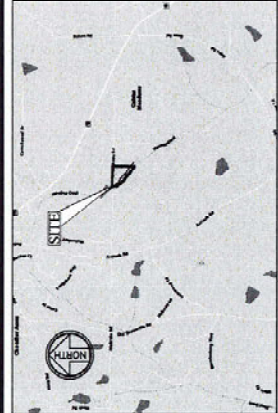
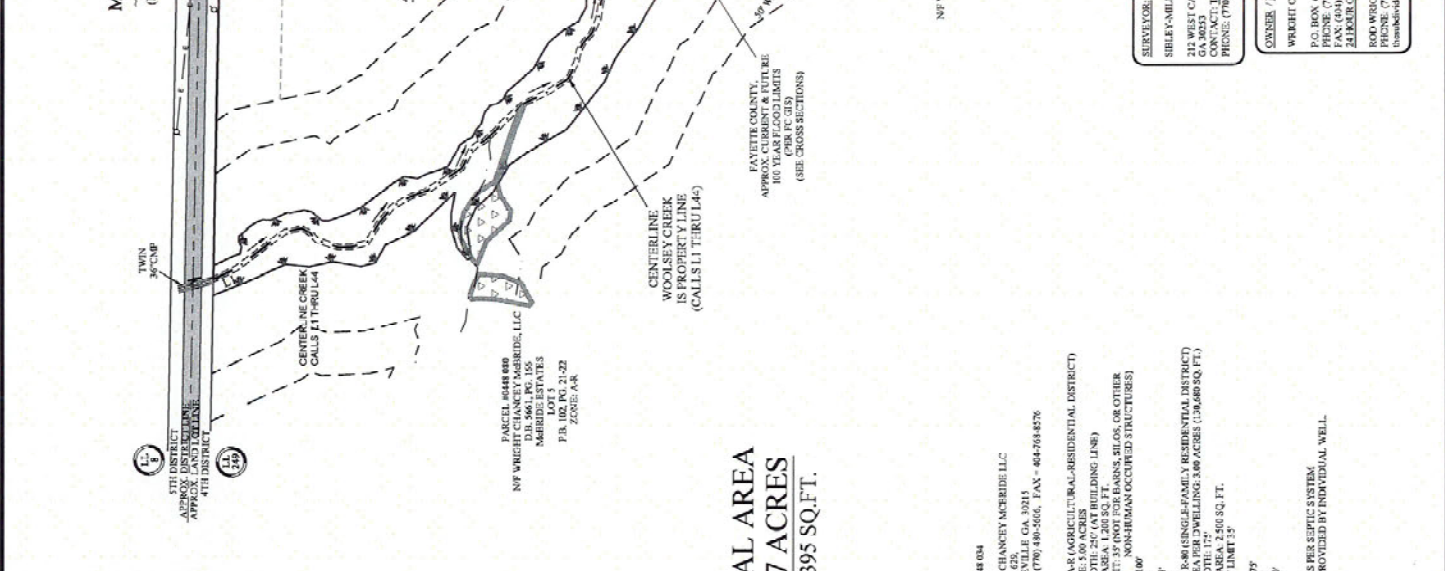


PROJECT # B23047  
 REZONING PLAN  
 DRAWN BY: PWF  
 CHECKED BY: KM/TLM  
 SCALE: 1" = 100'  
 DATE: 02/18/2025

SHEET: 1 OF 1

REZONING PLAN FOR:  
 WRIGHT CHANCEY MCBRIDE, LLC  
 PARENT PARCEL: 0448 034  
 TOTAL AREA = 8.227 ACRES  
 LAND LOT 249, 4th. DISTRICT  
 FAYETTE COUNTY, GEORGIA

SIBLEY MILLER  
 SURVEYING & PLANNING INC.  
 CIVIL ENGINEERING  
 212 WEST CAMPBOND RD  
 MCDONOUGH, GA. 30253  
 PHONE: (770) 320-7555  
 FAX: (770) 320-7333  
 WWW.SIBLEYSURVEYING.COM  
 LAND SURVEYING  
 LAND PLANNING  
 CONSTRUCTION LAYOUT  
 LAND DEVELOPMENT DESIGN  
 TOPOGRAPHICAL SURVEYS



PARCEL #0448034  
 NF WRIGHT CHANCEY MCBRIDE, LLC  
 LOT 3  
 MARIETTA ESTATES  
 P.B. 102, PG. 21-22  
 ZONE: A-R

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 P.B. 102, PG. 21-22  
 ZONE: A-R

LEGEND

- WOODEN POWER POLE
- EX COVERED POWER LINES
- EX FLOOD
- EX POINT OF BEGINNING
- EX OPEN TRENCH
- EX OPEN TRENCH
- EX CRIMP TOP PIPE
- EX - EXISTING
- EX - EXISTING
- EX - EXISTING
- EX - EXISTING
- EX ASPHALT
- EX WEILAND

GENERAL NOTES:

1. PARCEL #0448 034
2. OWNER: WRIGHT CHANCEY MCBRIDE LLC
3. FAYETTE COUNTY, GA. 30241
4. PHONE: (770) 486-5664, FAX: 404-704-8578
5. CURRENT ZONING: A-R (AGRICULTURAL-RESIDENTIAL DISTRICT)
6. MINIMUM LOT SIZE: 5.00 ACRES
7. MINIMUM LOT WIDTH: 250' (AT BUILDING LINE)
8. MINIMUM FLOOR AREA PER BUILDING: 140 ACRES (134,400 SQ. FT.)
9. BUILDING HEIGHT: 35' (NOT FOR BARRIS, SILDS, OR OTHER NON-HUMAN OCCUPIED STRUCTURES)
10. FRONT SETBACK: 100'
11. REAR SETBACK: 75'
12. PROPOSED ZONING: S-80 (SINGLE-FAMILY RESIDENTIAL DISTRICT)
13. MINIMUM LOT AREA PER BUILDING: 140 ACRES (134,400 SQ. FT.)
14. MINIMUM LOT WIDTH: 175'
15. MINIMUM FLOOR AREA: 1,500 SQ. FT.
16. BUILDING HEIGHT LIMIT: 35'
17. FRONT SETBACK: 75'
18. REAR SETBACK: 50'
19. WATER SERVICE PROVIDED BY INDIVIDUAL WELL.

TOTAL AREA  
 8.227 ACRES  
 358,395 SQ.FT.

CENTERLINE CREEK LINE CALLS

LINE	BEARING	DISTANCE
1.1	S 24°02'00" E	25.79'
1.2	S 24°02'00" E	31.48'
1.3	S 24°02'00" E	31.48'
1.4	S 11°04'00" E	20.11'
1.5	S 27°55'11" W	10.57'
1.6	S 49°01'45" W	12.38'
1.7	S 73°03'00" W	20.98'
1.8	S 14°05'00" E	18.51'
1.9	S 14°05'00" E	18.51'
1.10	S 58°01'00" E	21.67'
1.11	S 51°05'00" E	24.00'
1.12	S 29°52'00" E	25.00'
1.13	S 41°55'00" E	8.44'
1.14	S 41°55'00" E	8.44'
1.15	S 47°24'00" E	31.57'
1.16	S 50°13'24" E	5.77'
1.17	S 50°13'24" E	5.77'
1.18	S 47°12'00" E	32.83'
1.19	S 29°20'00" E	15.05'
1.20	S 29°20'00" E	15.05'
1.21	S 34°14'24" E	20.97'
1.22	S 34°14'24" E	20.97'
1.23	S 45°01'18" E	21.48'
1.24	S 45°01'18" E	21.48'
1.25	S 67°17'00" E	11.24'
1.26	S 67°17'00" E	11.24'
1.27	S 67°17'00" E	11.24'
1.28	S 67°17'00" E	11.24'
1.29	S 67°17'00" E	11.24'
1.30	S 67°17'00" E	11.24'
1.31	S 29°52'00" E	18.19'
1.32	S 29°52'00" E	18.19'
1.33	S 14°02'00" E	14.41'
1.34	S 14°02'00" E	14.41'
1.35	S 34°29'24" E	11.83'
1.36	S 34°29'24" E	11.83'
1.37	S 34°29'24" E	11.83'
1.38	S 34°29'24" E	11.83'
1.39	S 34°29'24" E	11.83'
1.40	S 34°29'24" E	11.83'
1.41	S 34°29'24" E	11.83'
1.42	S 34°29'24" E	11.83'
1.43	S 34°29'24" E	11.83'
1.44	S 34°29'24" E	11.83'

RESERVED FOR CLERK OF THE SUPERIOR COURT

RESERVED FOR CLERK OF THE SUPERIOR COURT

RESERVED FOR CLERK OF THE SUPERIOR COURT

Wednesday, April 29, 2026

Continued from page B4

PETITION FOR REZONING CERTAIN PROPERTIES IN UNINCORPORATED AREAS OF FAYETTE COUNTY, GEORGIA

PUBLIC HEARING to be held before the Fayette County Board of Commissioners on Thursday, May 28, 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: 1381-26

Parcel No: 0448 034

Owner: Wright Chancey McBride, LLC

Agent(s): Rod Wright and Steven Jones

Zoning District: A-R

Area of Property: 8.227 acres

Land Lot(s)/District: Land Lot 249 of the 7th District

Fronts on: McBride Road

Proposed: Applicant proposes the following: To rezone the following: 8.227 acres from A-R Agricultural Residential (Single-Family) to R-80 (Single-Family Residential).

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

All that tract or parcel of land lying and being in land lot 249 of the 4th District, Fayette County Georgia.

And being more particularly as follows: Beginning at the intersection of the centerline of Woolsey creek and the Southerly right of way of McBride Rd

Thence S 88°56'32" E along said right of way A Distance Of 752.78' to a point;

Thence S 01°26'46" WA Distance Of 796.59' to a rebar set

Thence N 35°51'12" WA Distance Of 9.98' to the centerline of Woolsey Creek

Thence N 49°16'07" WA Distance Of 136.39' along said creek centerline

Thence N 49°16'07" WA Distance Of 85.79' along said creek centerline

Thence N 57°36'30" WA Distance Of 53.59' along said creek centerline

Thence N 52°35'59" WA Distance Of 63.82' along said creek centerline

Thence N 52°10'24" WA Distance

Of 35.78' along said creek centerline

Thence N 34°36'25" WA Distance Of 35.39' along said creek centerline

Thence N 33°04'12" WA Distance Of 17.38' along said creek centerline

Thence N 52°28'19" WA Distance Of 20.76' along said creek centerline

Thence N 58°35'48" WA Distance Of 24.12' along said creek centerline

Thence N 54°29'27" WA Distance Of 11.80' along said creek centerline

Thence N 33°31'19" WA Distance Of 18.64' along said creek centerline

Thence N 14°42'44" WA Distance Of 14.41' along said creek centerline

Thence N 70°53'54" WA Distance Of 18.15' along said creek centerline

Thence N 80°53'35" WA Distance Of 20.18' along said creek centerline

Thence N 65°14'37" WA Distance Of 18.79' along said creek centerline

Thence N 49°20'52" WA Distance Of 14.79' along said creek centerline

Thence N 61°17'45" WA Distance Of 11.24' along said creek centerline

Thence N 77°41'20" WA Distance Of 12.14' along said creek centerline

Thence N 65°01'13" WA Distance Of 22.48' along said creek centerline

Thence N 34°14'02" WA Distance Of 26.92' along said creek centerline

Thence N 26°03'09" WA Distance Of 21.66' along said creek centerline

Thence N 25°24'04" WA Distance Of 13.03' along said creek centerline

Thence N 42°12'14" WA Distance Of 32.83' along said creek centerline

Thence N 50°13'24" WA Distance Of 9.77' along said creek centerline

Thence N 43°17'44" WA Distance Of 21.57' along said creek centerline

Thence N 25°22'10" WA Distance Of 10.15' along said creek centerline

Fayette County News B5

Thence N 41°56'09" WA Distance Of 8.44' along said creek centerline

Thence N 63°16'53" WA Distance Of 23.27' along said creek centerline

Thence N 35°30'28" WA Distance Of 18.59' along said creek centerline

Thence N 31°07'11" WA Distance Of 31.79' along said creek centerline

Thence N 18°20'58" A Distance Of 17.95' along said creek centerline

Thence N 29°50'16" WA Distance Of 26.16' along said creek centerline

Thence N 51°16'16" WA Distance Of 24.06' along said creek centerline

Thence N 58°01'16" WA Distance Of 27.42' along said creek centerline

Thence N 14°03'00" WA Distance Of 18.51' along said creek centerline

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Thence N 34°56'49" WA Distance Of 17.68' along said creek centerline

Thence N 37°36'22" WA Distance Of 54.48' along said creek centerline

Thence N 24°39'02" WA Distance Of 29.73' along said creek centerline

Which Is The Point Of Beginning, Having An Area Of 8.228 Acres

**Wednesday, June 3, 2026**  
 Deadline: Each Friday by 10 a.m.  
 770-461-6317  
 legals@fayette-news.net

PETITION FOR REZONING  
 CERTAIN PROPERTIES IN  
 UNINCORPORATED AREAS OF  
 FAYETTE COUNTY, GEORGIA  
 PUBLIC HEARING to be held be-  
 fore the Fayette County Board of  
 Commissioners on Thursday, June  
 25, 2026, at 5:00 P.M., in the Fay-  
 ette County Administrative Com-  
 plex, 140 Stonewall Avenue West,  
 Public Meeting Room, First Floor,  
 Fayetteville, Georgia.  
 Petition No:1381-26  
 Parcel No: 0448 034  
 Owner:Wright Chancey McBride,  
 LLC  
 Agent(s): Rod Wright and Steven  
 Jones

Zoning District: A-R

Area of Property:8.227 acres

Land Lot(s)/District:Land Lot 249  
 of the 7th District

Fronts on: McBride Road

Proposed: Applicant proposes the  
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 8.227 acres from A-R Agricultural  
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A copy of the above is available  
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#### Legal Description

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**Legals continued page B5**

**Wednesday, June 3, 2026**

**Continued from page B4**

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06/03

# COUNTY AGENDA REQUEST

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 Road.

**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.

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

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 Road.

**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:**

**PETITION No. 1382-26**

**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:** June 25, 2026, at 5:00 PM

---

**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>Acreeage</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 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.

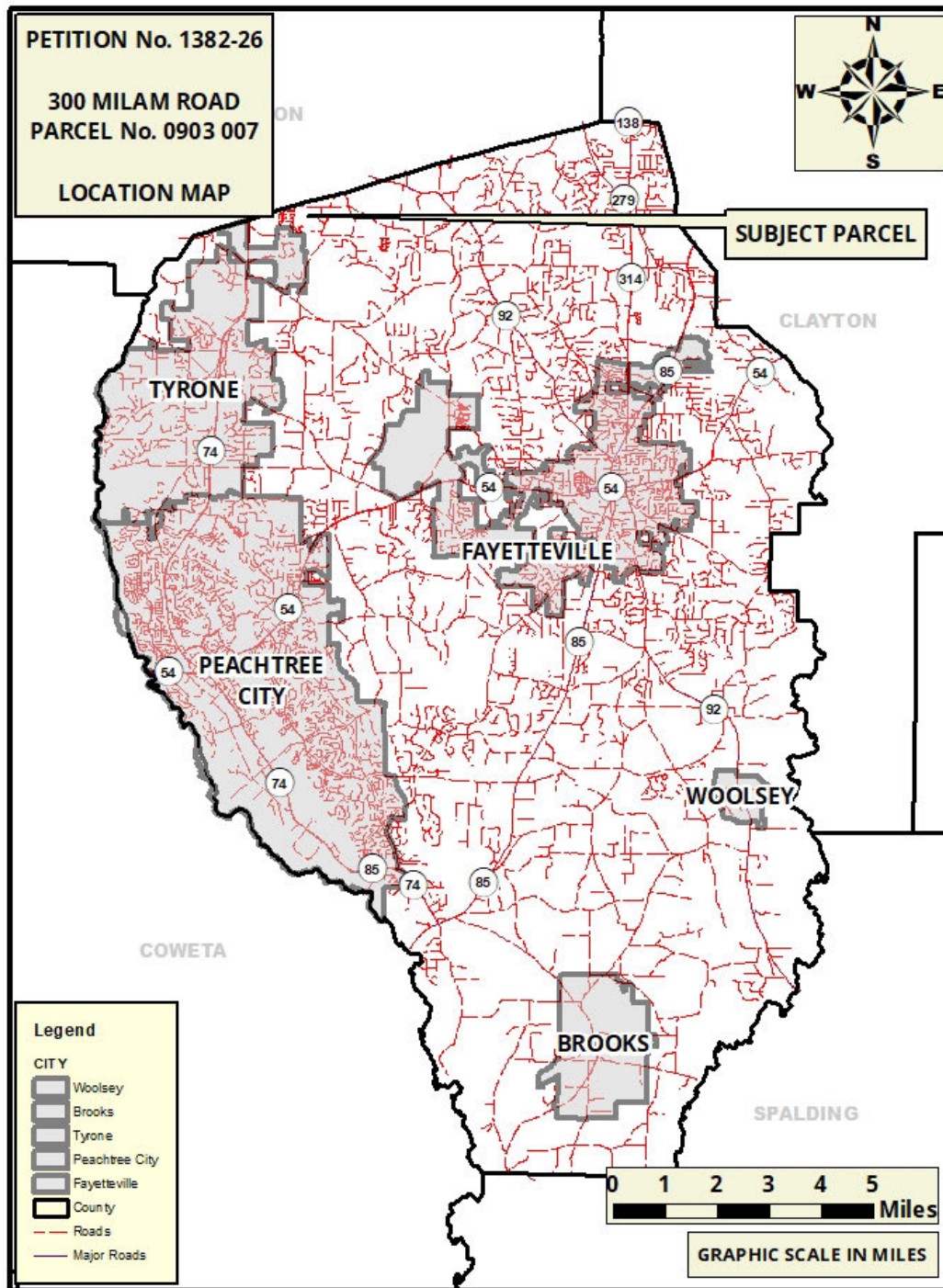
## **STAFF ANALYSIS**

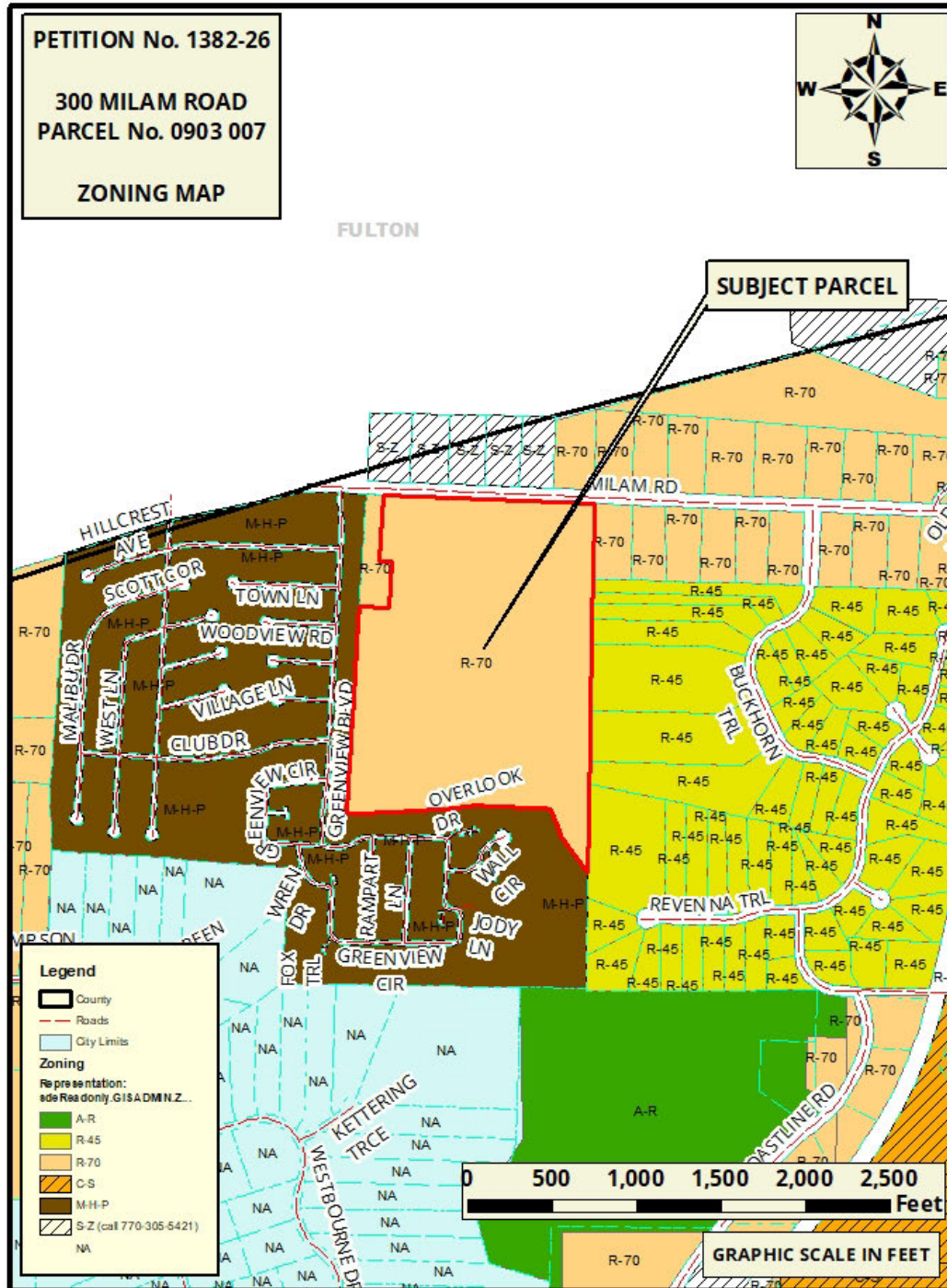
1. The subject property lies within an area designated for Low Density Residential. This request is a less intensive use than what is proposed by the future land use plan.
2. The area around the subject property is an area that already has various residential uses. Staff does not anticipate that this 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.

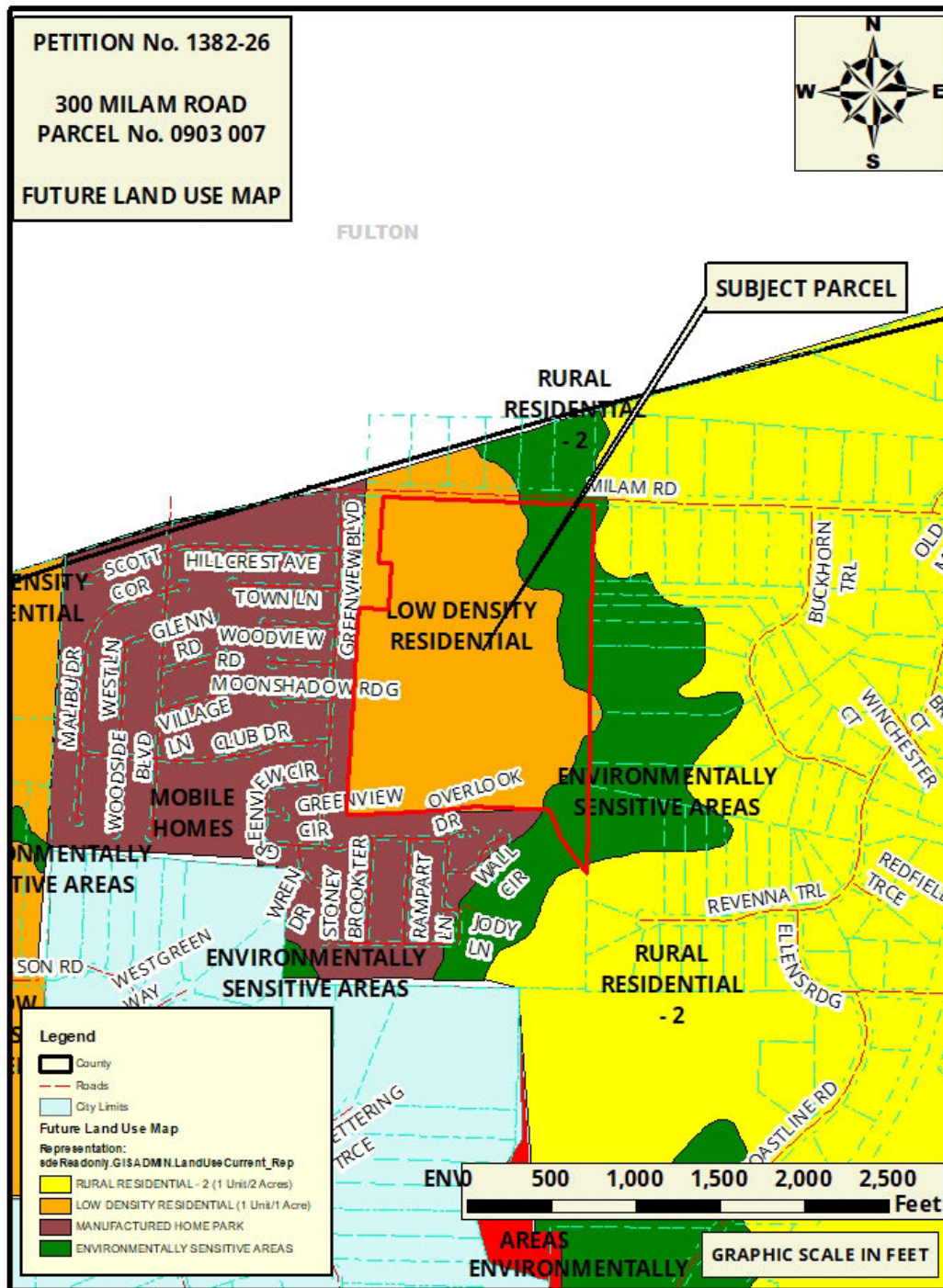
**ZONING DISTRICT STANDARDS****Sec. 110-125. A-R, Agricultural-Residential District.**

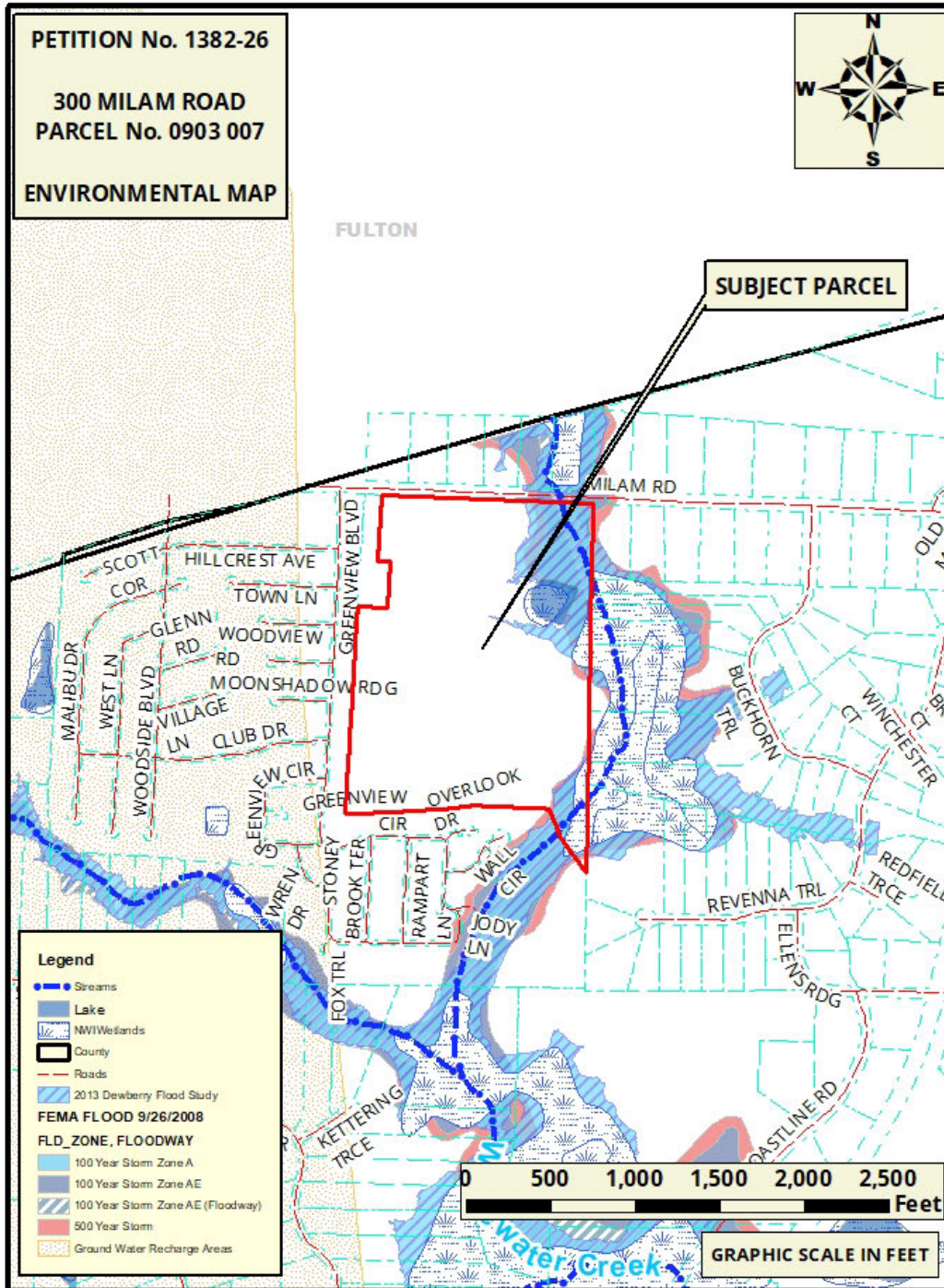
- (a) *Description of district.* This district is composed of certain lands and structures having a very low density single-family residential and agricultural character and designed to protect against the depreciating effects of small lot, residential development and those uses which are incompatible 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.

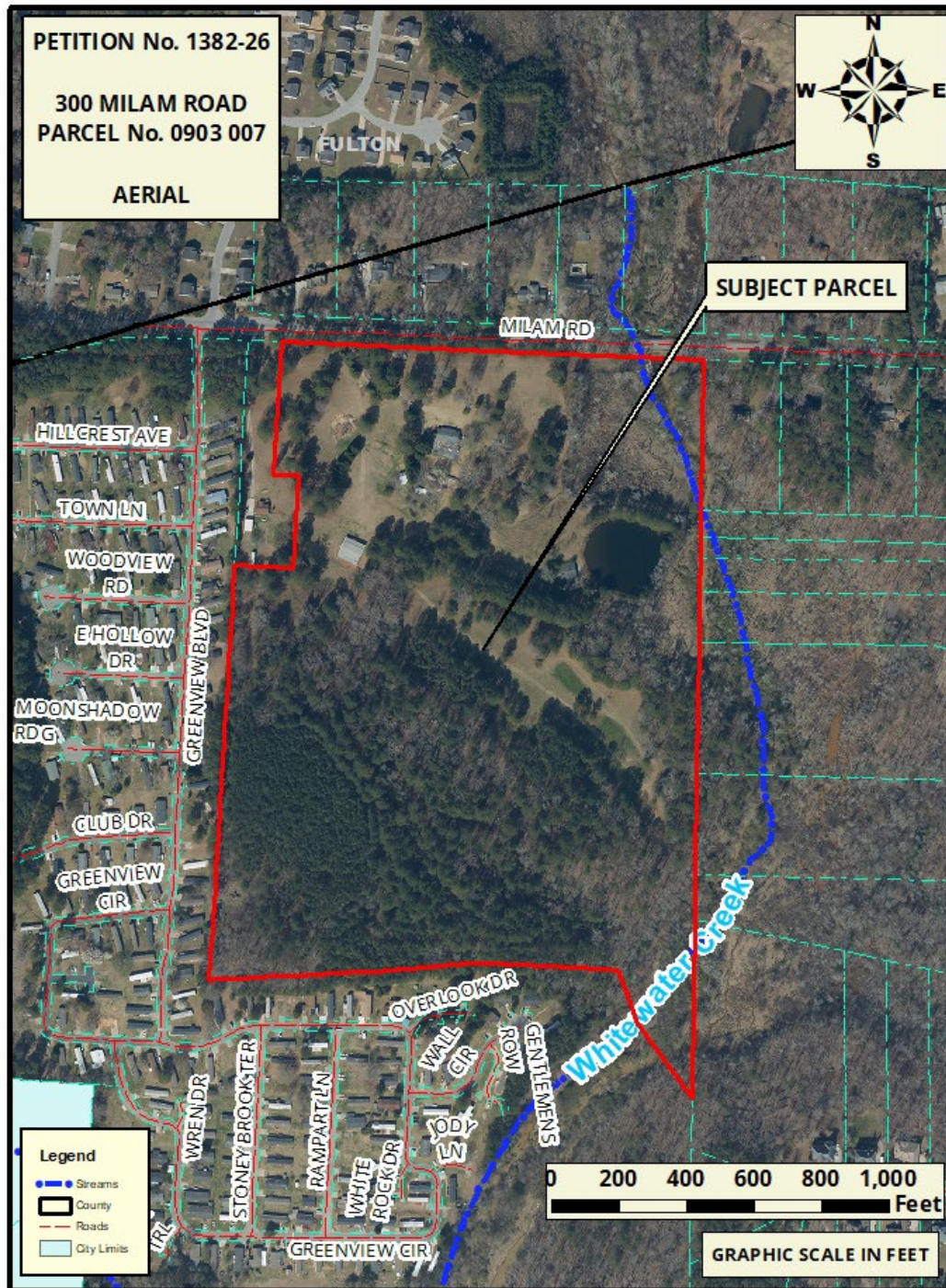












**BOARD MEMBERS**

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.

\*\*\*\*\*

*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**

---

**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:**

  
\_\_\_\_\_  
**MARIA BINNS, PC SECRETARY**

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

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 \_\_\_\_\_  
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 \_\_\_\_\_  
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: 04/07/26

DATE OF PLANNING COMMISSION HEARING: June 4, 2026

DATE 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



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): 1 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

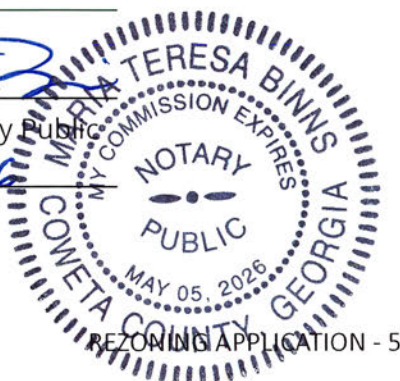
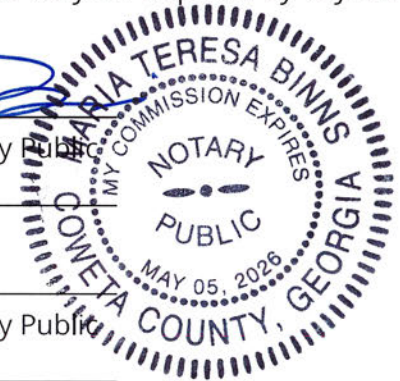
Signature of Notary Public

Date

[Signature]  
Signature of Notary Public

04/06/2026  
Date

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 Waites

ADDRESS: 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.

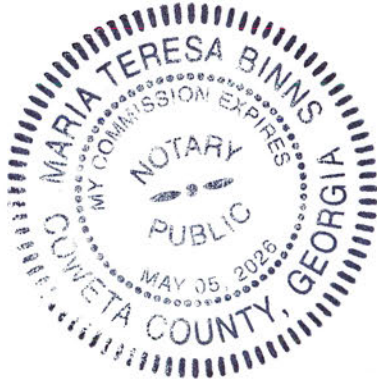
PUBLIC HEARING to be held by the Board of Commissioners of Fayette County on the day of June 25, 2026 at 5:00 P.M.

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:

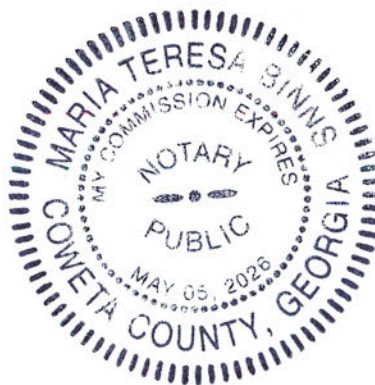
- Local Street (Minor Thoroughfare) 60-foot right-of-way (30' measured from each side of road centerline)
- Collector Street (Major Thoroughfare) 80-foot right-of-way (40' measured from each side of road centerline)
- Arterial Street (Major Thoroughfare) 100-foot right-of-way (50' measured from each 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 93 of 364

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. Linda Waiter, Page 94 of 364) 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 tours, 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.



1.7 MILES +/- TO NEAREST FIRE HYDRANT ON RIVERS ROAD IN FAYETTE COUNTY (ODOMETER READING)

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE PART IN 100,000. THE MEASUREMENT AN ANGULAR ERROR OF 10" PER ANGLE POINT, AND HAS BEEN ADJUSTED USING THE LEAST SQUARES RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND HAS BEEN FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN 352,362 FEET OR BETTER.

BOUNDARY AND LINEAR MEASUREMENTS WERE OBTAINED BY USING A TOPCON 619-315 TOTAL STATION.

I certify that all measurements are correct and were prepared from an actual survey of the property made under my supervision. My monument locations are shown on this plat. The property will draw as shown.

Monuments are shown by JASON D. TURNER Signed Jason D. Turner Date 5-15-2001  
Jason D. Turner Surveyor Georgia Regt. No. 2795

We, the undersigned owner(s) and/or mortgagee(s) of the above described property, hereby certify that the plat, statements and other ground shown on this plat, are correct.

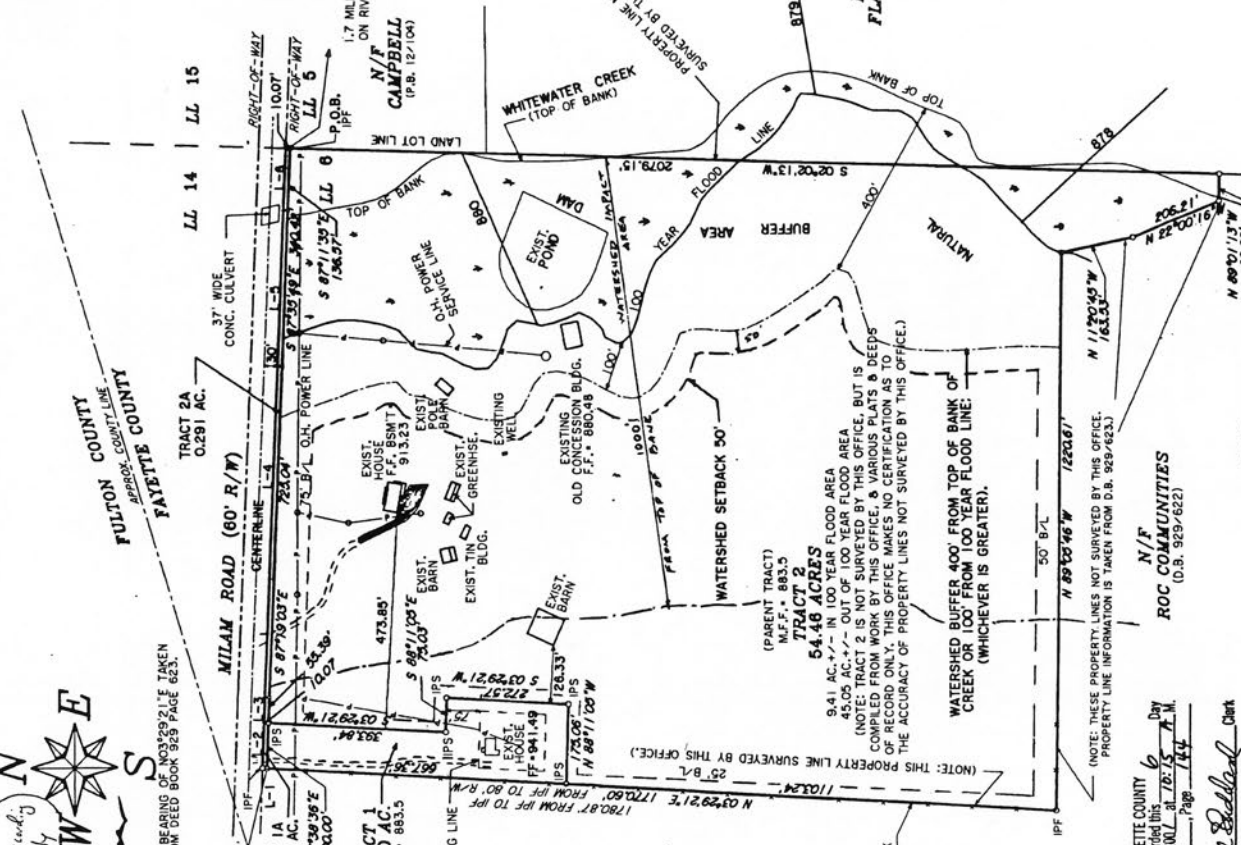
Date 5-23-01 Mortgagee Linda Waites

SUBJECT PROPERTY IS ZONED R-70.  
 ZONING SETBACKS: FRONT - 25'  
 REAR - 30'  
 MINIMUM LOT WIDTH AT B/L - 175' COLLECTOR

**SURVEY FOR:**  
**FINAL PLAT OF LINDA WAITES SUBDIVISION**

SCALE: 1" = 200' DISY H : Date of plat  
 DATE: 12-14-2000  
 LOCATED IN LAND LOT 6 9th LAND DISTRICT  
 FAYETTE COUNTY, GEORGIA

**SURVEY BY:** Jason D. Turner DRAWING NUMBER 20068-4



Approved by Department of Public Health, Fayette County, Georgia, for plat reading  
 Date 6/1/01 Signed [Signature] (Plat reading only)  
 Final plat approved by County Engineer, Fayette County, Georgia, for plat reading  
 Date 6/1/01 Signed [Signature] (Plat reading only)  
 Approved by the Fayette County Planning Commission, for plat reading  
 Date 6-4-01 Signed [Signature]  
 Approved by Fayette County Zoning Administrator, for plat reading  
 Date 6/1/01 Signed [Signature]  
 Approved by Fayette County Fire Marshal, All fire hydrant(s) located as shown.  
 Date 6/1/01 Signed [Signature]

Fayette County does not accept ownership, maintenance or responsibility for any drainage easement or overall drainage plan, or the lack of one, indicated by this plan. (Amendment to Article 4-2.4, adopted 7-9-81).

COURSE	BEARING	DISTANCE	1000'
L-1	N 03°29'21"E	100.07'	
L-2	S 87°38'36"E	100.00'	
L-3	S 87°38'36"E	55.56'	
L-4	S 87°19'03"E	724.70'	
L-5	S 87°35'35"E	138.47'	
L-6	S 87°11'39"E	138.47'	

- NOTES:**
- COUNTY WATER IS NOT AVAILABLE ACROSS FRONT OF SUBJECT PROPERTY. (NO WATERLINES OR FIRE HYDRANTS)
  - BOTH TRACTS WATER SERVICE TO BE SERVED BY EXISTING WELL.
  - ALL STRUCTURES SHOWN HEREON ARE EXISTING AND ARE TO REMAIN ON SUBJECT PROPERTY.
  - PER FAYETTE COUNTY ROAD DEPARTMENT, MILAM ROAD HAS A 60' DEDICATED RIGHT-OF-WAY FOR 80' RIGHT-OF-WAY.
  - NO RECORDED POWER LINE EASEMENT FOUND BY THIS OFFICE FOR POWER LINES ACROSS SUBJECT PROPERTY. 15'-4" BUFFER ZONE TO BE CLEARED.
  - SEWERAGE FOR BOTH TRACTS IS PROVIDED BY INDIVIDUAL SEPTIC TANK & DRAINFIELD.

NOTE: LOCATION OF 100 YEAR FLOOD LINE & TOP OF BANK OF WHITEWATER CREEK AND 100 YEAR FLOOD ELEVATIONS ARE TAKEN FROM F.I.R.M. (FLOOD INSURANCE RATE MAP) MAP NUMBER 131113C0040 D EFFECTIVE DATE MARCH 18, 1996. PROJECT BENCHMARK IS RM 21 AS SHOWN ON SAID F.I.R.M. 21 IS A RAILROAD SPIKE IN POWER POLE IN SOUTHEAST CORNER OF LOT 6. ELEVATION = 971.56 NATIONAL GEODETIC VERTICAL DATUM OF 1929)

TURNER & ASSOCIATES  
 LAND SURVEYORS P.C.  
 7 1/2 JEFFERSON STREET  
 SUITE B  
 NEWMAN, GEORGIA 30263  
 JASON D. TURNER FOR NO. 2795  
 REGISTERED LAND SURVEYOR  
 (1770) 863-3300



IN MY OPINION, THIS IS A TRUE AND CORRECT REPRESENTATION OF THE PLATTED PROPERTY AND HAS BEEN PREPARED IN ACCORDANCE WITH THE REQUIREMENTS AND REGULATIONS OF LAW.

JASON D. TURNER  
 GEORGIA R.L.S. #2795

LEGEND  
 M.F.F. = MINIMUM FINISHED FLOOR  
 F.F. = FINISHED FLOOR  
 IPF = IRON PIN FOUND (3/8" REROD)  
 IPS = IRON PIN SET (3/8" REROD)

DATES OF FIELD WORK: 9-19-2000  
 1-29-01; 4-19-01; 4-20-01;  
 5-14-01

PLAT REVISED 2-01-2001 PER FAYETTE COUNTY COMMENTS.  
 PLAT REVISED 5-18-01 PER FAYETTE COUNTY COMMENTS.

GRAPHIC SCALE - FEET  
 0 200 400 600

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 Wednesday, May 20, 2026
 

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Continued from page B2

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 Fayette County News B3
 

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## 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-

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Legals continued page B4

Continued from page B3

known as 300 Milam Rd.  
5/20

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Consideration of Petition 1383-26, Charles E. Harp Estate, Owner, and Julie Harp, Agent, requesting to rezone Parcel No. 044701 009 (2.34 acres) from A-R (Agriculture-Residential) Single Family to R-70 (Single-Family Residential); property located in Land Lot 247 of the 4th District and fronts SR 92 and Inman Road.

**Background/History/Details:**

This lot is a legal, nonconforming lot. Although the lot does not meet the dimensional requirements under current A-R zoning, it WILL meet or exceed the requirements of the R-70 zoning district. The Future Land Use Map designates this area as Rural Residential-2, which has a 2-acre minimum parcel size. The request to rezone to R-70 is consistent with the Future Land Use Map & Comp Plan.

Staff recommends CONDITIONAL APPROVAL of request to rezone from A-R to R-70, subject to the following: 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.

On June 4, 2026, the Planning Commission voted 5-0 to recommend CONDITIONAL APPROVAL.

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

Consideration of Petition 1383-26, Charles E. Harp Estate, Owner, and Julie Harp, Agent, requesting to rezone Parcel No. 044701 009 (2.34 acres) from A-R (Agriculture-Residential) Single Family to R-70 (Single-Family Residential); property located in Land Lot 247 of the 4th District and fronts SR 92 and Inman Road with two (2) conditions.

**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:**

**PETITION No. 1383-26**

**REQUESTED ACTION:** Rezone 2.65 acres from A-R to R-70

**PARCEL NUMBER:** 044701009

**EXISTING ZONING:** A-R

**PROPOSED ZONING:** R-70

**EXISTING USE:** Vacant Land

**PROPOSED USE:** Single-Family Residential

**LOCATION:** Southeast Corner of Inman Rd. and SR 92 S.

**LOT SIZE:** 2.65 Acres

**DISTRICT/LAND LOT(S):** 4<sup>th</sup> District, Land Lot(s) 247

**OWNER(S):** Charles E. Harp Estate

**APPLICANT(S):** Julie Harp

**AGENT(S):** Julie Harp

**PLANNING COMMISSION PUBLIC HEARING:** June 4, 2026, at 7:00 PM

**BOARD OF COMMISSIONERS PUBLIC HEARING:** June 25, 2026, at 5:00 PM

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**REQUEST**

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

**STAFF ASSESSMENT & RECOMMENDATION**

This lot is a legal, nonconforming lot. Although the lot does not meet the dimensional requirements under its current A-R zoning, it **WILL** meet or exceed the requirements of the R-70 zoning district. The Future Land Use Map designates this area as Rural Residential-2, which has a 2-acre minimum parcel size. The request to rezone to R-70 is consistent with the Future Land Use Map and the Comprehensive Plan.

Staff recommends **CONDITIONAL APPROVAL** of the request to rezone from A-R to R-70, subject to the following:

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.

**PLANNING COMMISSION RECOMMENDATION**

On June 4, 2026, the Planning Commission voted to recommend CONDITIONAL APPROVAL of the request to rezone from R-70 to A-R. Jim Oliver made the motion to recommend CONDITIONAL APPROVAL of Petition 1383-26. John Kruzan seconded the motion. The motion passed 5-0.

## **INVESTIGATION**

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

The subject property is currently zoned A-R, Agricultural-Residential and is undeveloped.

The lot is a legal, nonconforming lot. The property was part of a larger parcel that was bisected by a reroute of Inman Road between 1955 and 1967. Please refer to the sequence of aerials at the end of this report.

The parcel was further reduced by a right-of-way dedication in 2012 for an intersection improvement project to realign the intersection of Inman Road, Goza Road, and SR 92.

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

The parcels surrounding the subject property are zoned R-70, having been part of the aforementioned blanket rezoning in 1973. Many other parcels in the general area are zoned A-R. The Future Land Use Map for this property and all the surrounding properties is Rural Residential-2, 1 Unit/2 Acres. 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	10+ 10	A-R & R-72	Agricultural- Residential	Rural Residential-2 (1 unit /2 acres)
East	6	R-70	Single-Family Residential	Rural Residential-2 (1 unit /2 acres)
South	10+	A-R	Single-Family Residential	Rural Residential-3 (1 unit /3 acres)
West	28 100	A-R C-S	Agricultural- Residential	Rural Residential-2 (1 unit /2 acres)

### **C. DEPARTMENTAL COMMENTS**

- Water System** - No objections.
- Public Works/Environmental Management**
  - **Access Management**
    - This is a corner lot and fronts a Minor Arterial, Inman Road, and a Major Arterial, State Route 92. There are planned intersection improvements for Inman Road and SR 92 in the future.
    - Inman Road requires a right of way of 50-foot from the centerline.
    - State Route 92 access is managed by GDOT.
    - 2024 GDOT Reports show 11,000 ADT 2,800 ft. north of this location.
    - GDOT was provided a survey submitted by the applicant and comments may be forthcoming.
    - Fayette County Public Works will require that any new development will provide a driveway request on the lower classification road and be a

minimum distance of 150 feet from the intersection of SR 92 and Inman Road.

- **Site Distance**
    - The speed limit on Inman Road is 35 MPH, requiring 390 ft. of sight distance.
    - GDOT is responsible for SR 92.
  - **Floodplain Management** The property **DOES NOT** contain additional floodplain delineated in the FC 2013 Future Conditions Flood Study. The property **DOES NOT** contain floodplain per FEMA FIRM panel 13113C0118E dated September 26, 2008.
  - **Wetlands** - The property **DOES NOT** contain wetlands per the U.S. Department of the Interior, Fish and Wildlife Service 1994 National Wetland Inventory Map. The owner or developer will be responsible for submitting proper documentation during the development process as to the existence or non-existence of wetlands.
  - **Watershed Protection** - There **ARE NOT** state waters located on the subject property and the site **WILL BE** subject to the Fayette County Watershed Protection Ordinance upon subdivision.
  - **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.
- GDOT** - Comments have not been received at this time.
- Fire** - No comments.
- Environmental Health** - This office has no objection to the proposed rezoning.

**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:

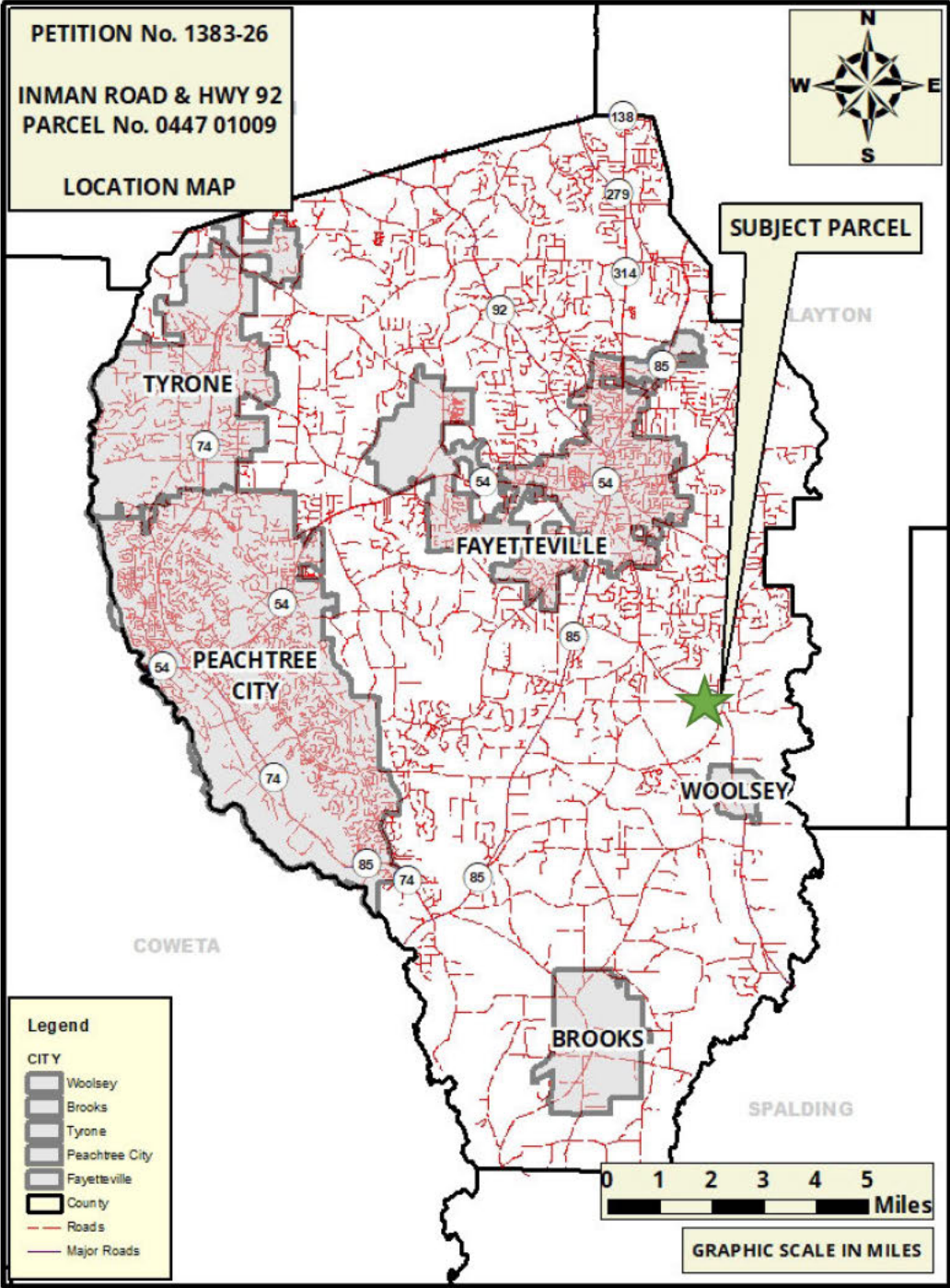
- (1) Whether the zoning proposal is in conformity with the land use plan and policies contained therein;
- (2) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;
- (3) Whether the zoning proposal will result in a use which will or could cause 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.

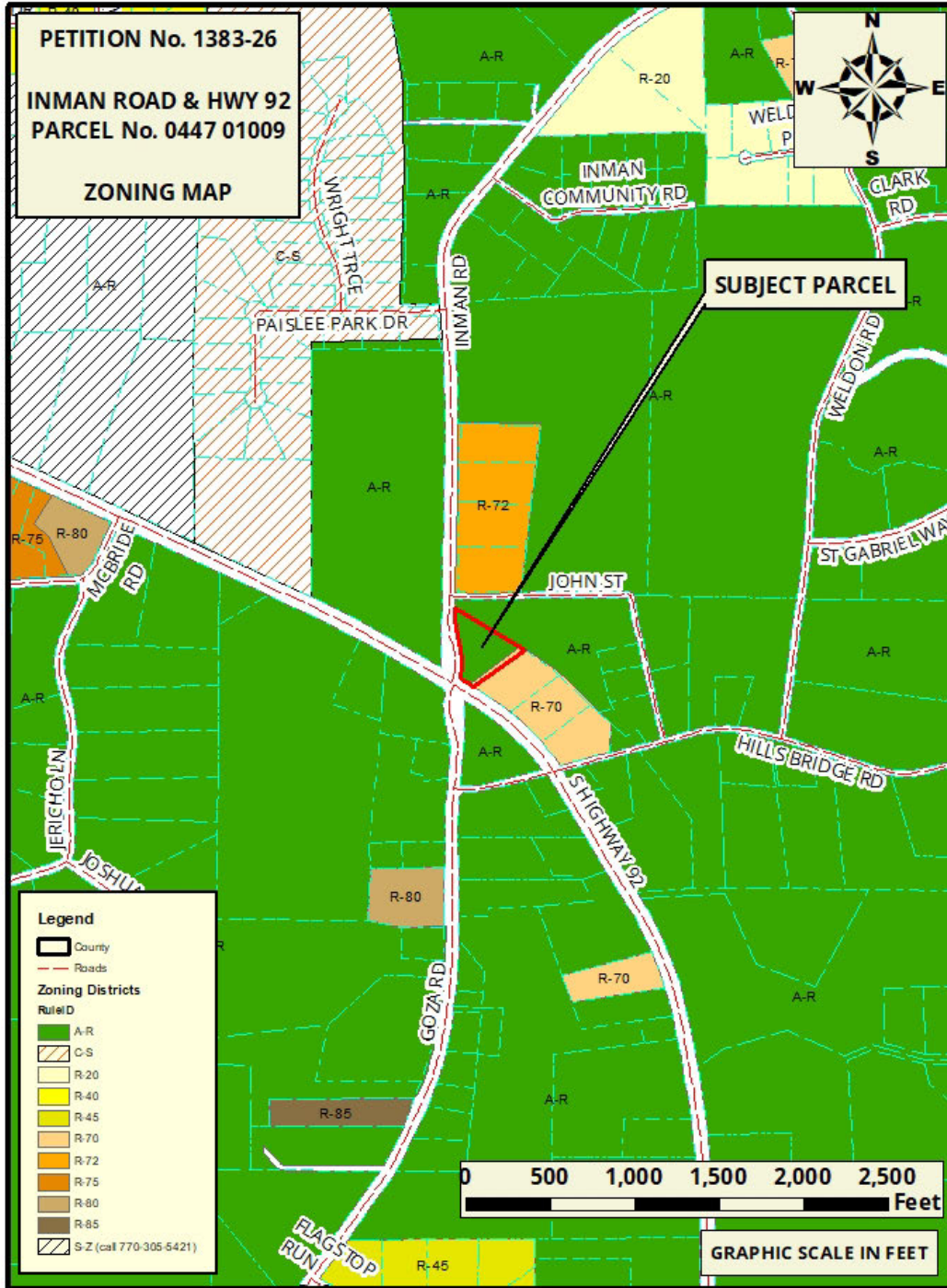
**STAFF ANALYSIS**

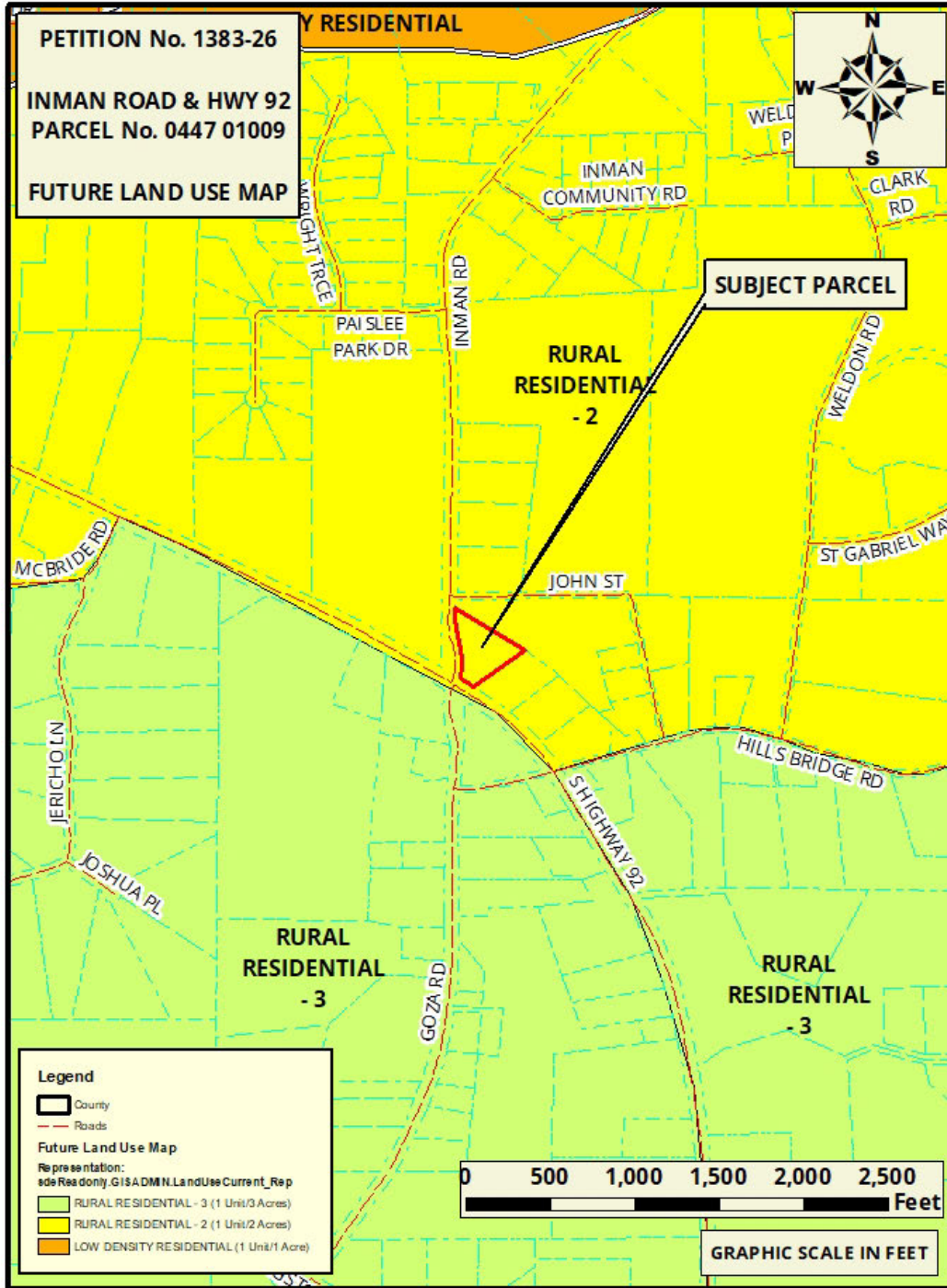
1. The subject property lies within an area designated for Rural Residential-2 Uses. This request does conform to the Fayette County Comprehensive Plan.
2. The area around the subject property is an area that already has various residential and agricultural uses. Staff does not anticipate that this rezoning 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.

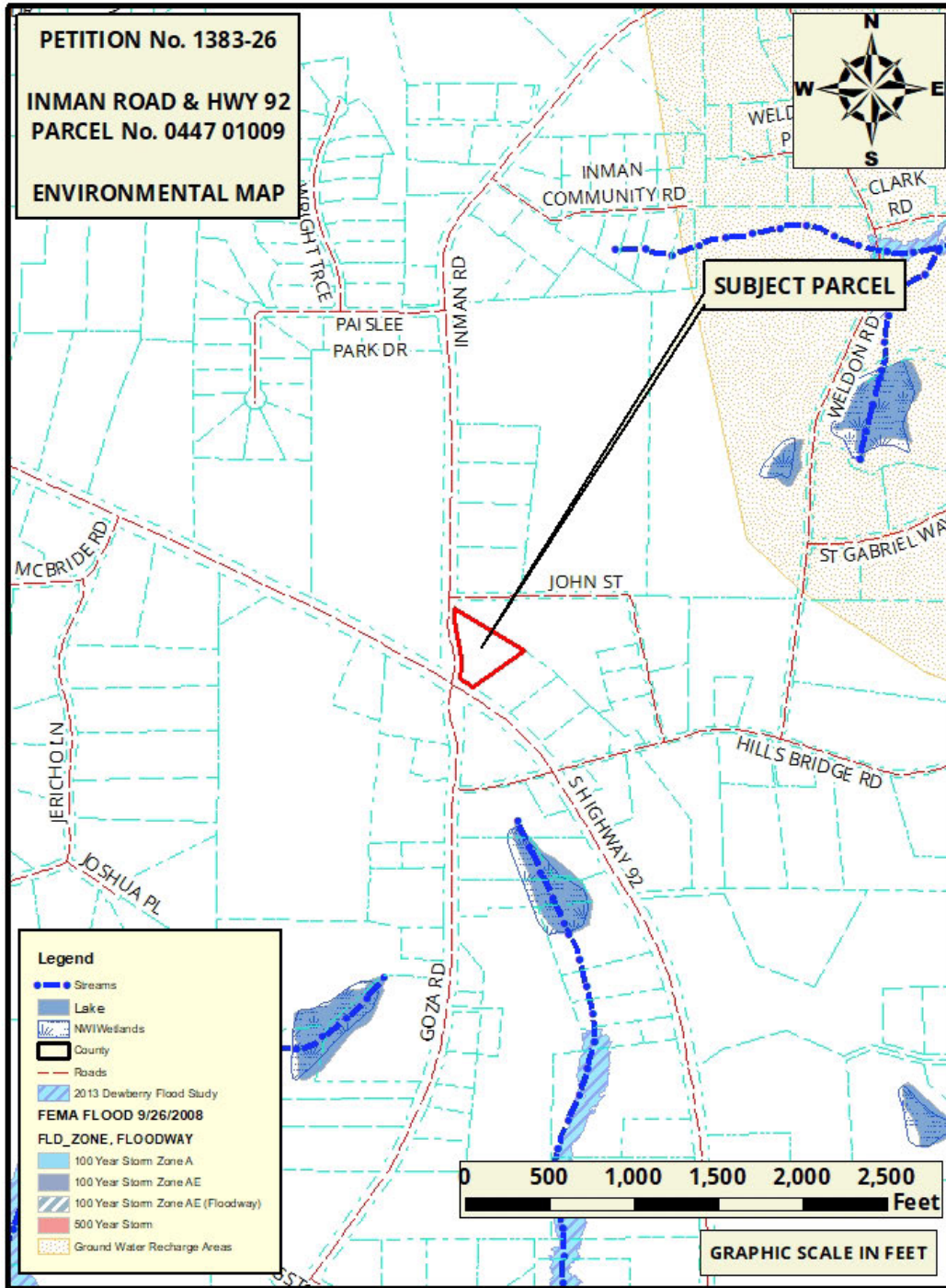
**ZONING DISTRICT STANDARDS****Sec. 110-133. R-70, Single-Family Residential District.**

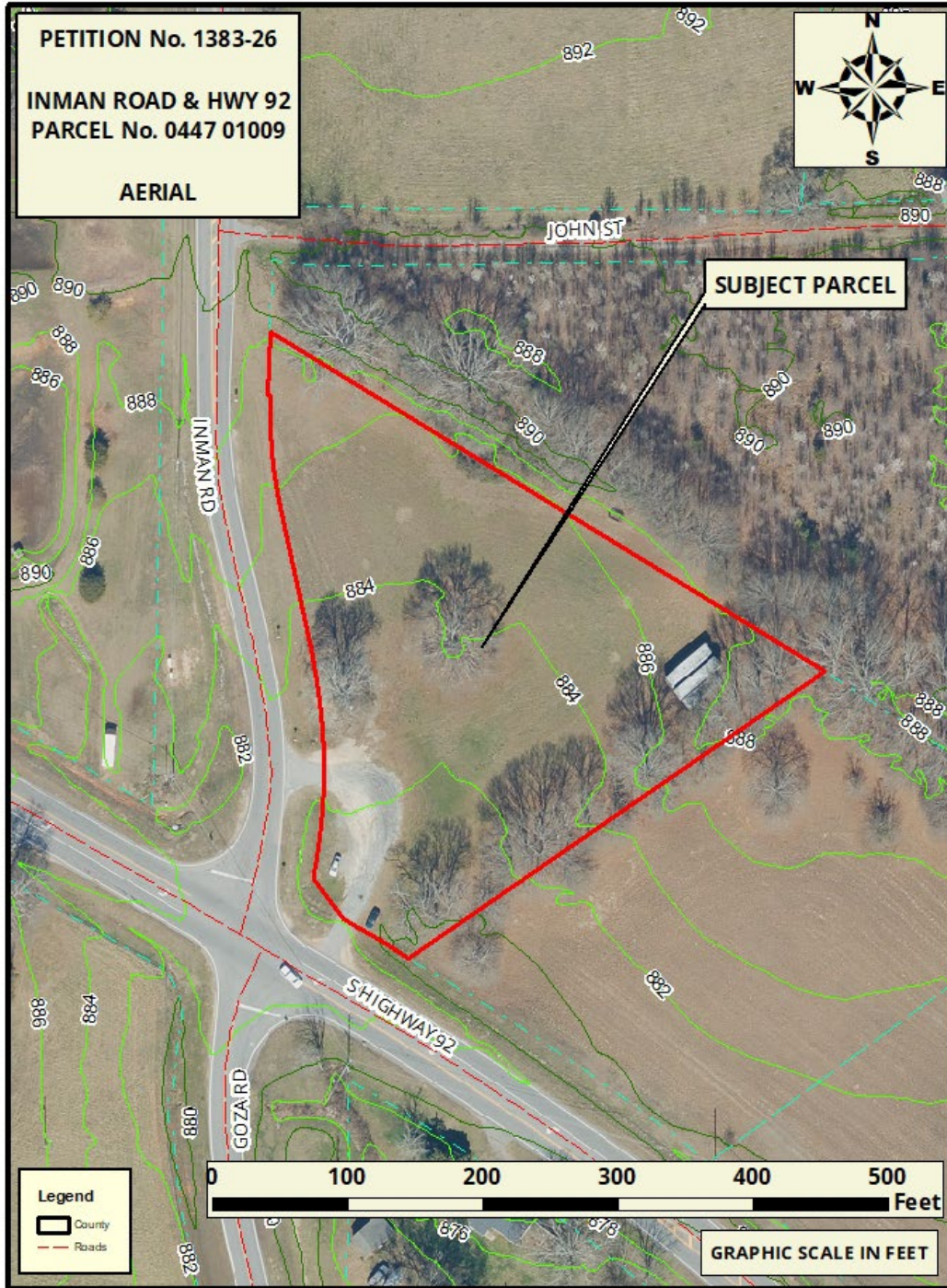
- (a) *Description of district.* This district is composed of certain lands and structures, having a low density single-family character and is designed to protect against the depreciating effects of small lot development and those uses incompatible with such a residential environment.
- (b) *Permitted uses.* The following uses shall be permitted in the R-70 zoning district:
- (1) Single-family dwelling;
  - (2) Residential accessory structures and uses (see article III of this chapter); and
  - (3) Growing crops, gardens.
- (c) *Conditional uses.* The following conditional uses shall be allowed in the R-70 zoning district provided that all conditions specified in article V of this chapter are met:
- (1) Church and/or other place of worship;
  - (2) Developed residential recreational/amenity areas;
  - (3) Home occupation;
  - (4) Horse quarters; and
  - (5) Private school, including, but not limited to: classrooms, administration, playground, housing, athletic fields, gymnasium, and stadium.
- (d) *Dimensional requirements.* The minimum dimensional requirements in the R-85 zoning district shall be as follows:
- (1) Lot area per dwelling unit: 87,120 square feet (two acres).
  - (2) Lot width:
    - a. Major Thoroughfare:
      1. Arterial: 175 feet.
      2. Collector: 175 feet
    - b. Minor Thoroughfare: 150 feet
  - (3) Floor area: 1,500 square feet.
  - (4) Front yard setback:
    - a. Major thoroughfare:
      1. Arterial: 75 feet.
      2. Collector: 75 feet.
    - b. Minor thoroughfare: 50 feet.
  - (5) Rear yard setback: 50 feet.
  - (6) Side yard setback: 25 feet.
  - (7) Height limit: 35 feet.

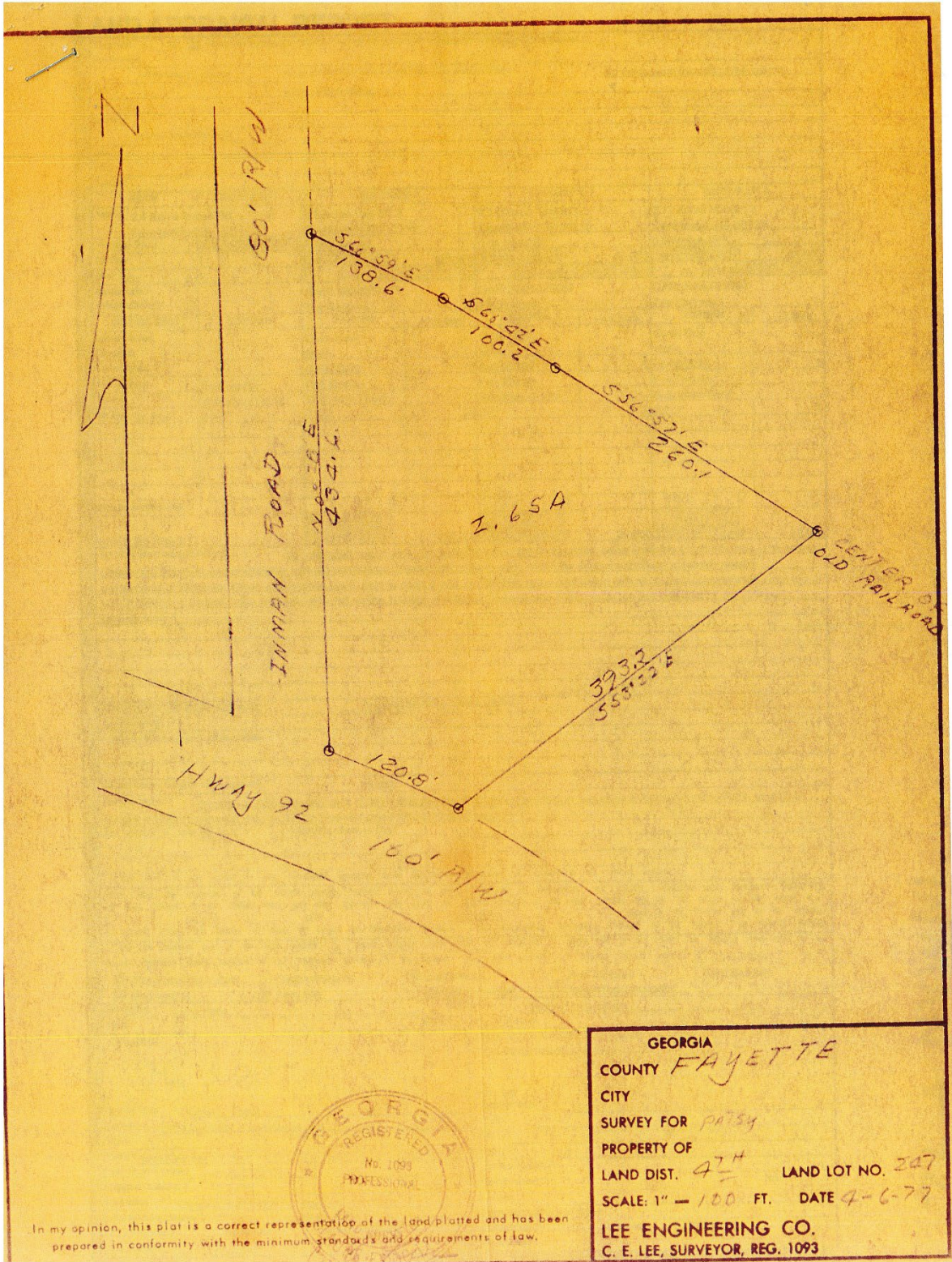
















### 1977 SURVEY





1955

-  RAILROAD
-  ORIGINAL PARCEL
-  CURRENT PARCEL
-  ORIGINAL ROAD LOCATION



1962



RAILROAD

CURRENT PARCEL

ORIGINAL ROAD LOCATION

NEW ROAD LOCATION



2023



- RAILROAD
- CURRENT PARCEL
- ORIGINAL ROAD LOCATION
- NEW ROAD LOCATION

**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**

---

**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.

\*\*\*\*\*

*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**

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

\_\_\_\_\_  
**MARIA BINNS, PC SECRETARY**

**PLANNING COMMISSION RECOMMENDATION**

**DATE:** June 4, 2026

**TO:** Fayette County Commissioners

The Fayette County Planning Commission recommends that Petition No. **1383-26**, the application of Charles E. Harp Estate, Owner, proposes to rezone Parcel No. 044701 009 (2.65 acres) from A-R (Agricultural-Residential) Single-Family to R-70 (Single-Family Residential), be:

\_\_\_ Approved      \_\_\_ Withdrawn      \_\_\_ Denied

\_\_\_ Tabled until \_\_\_\_\_

5-0

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. 1383-26**

**WHEREAS**, Charles E. Harp Estate, Owner, 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. 044701 009 (2.65 acres) from A-R (Agricultural-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 Corner of Inman Road and Highway 92; 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 WITH CONDITIONS**.

**RECOMMENDED CONDITIONS FOR PETITION No. 1383-26:**

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 deed 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.

This decision is based on the following reasons:

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

STATE OF GEORGIA  
COUNTY OF FAYETTE

RESOLUTION  
NO. 1383-26

PLANNING COMMISSION  
OF  
FAYETTE COUNTY

ATTEST:

  
\_\_\_\_\_  
MARIA BINNS, PC SECRETARY

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

PETITION No (s): 1383-26

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

STAFF USE ONLY

**APPLICANT INFORMATION**

Name Julie Harp  
Address 1131 Hwy 92 South  
City Fayetteville  
State GA Zip 30215  
Email [REDACTED]  
Phone 404-771-0617

**PROPERTY OWNER INFORMATION**

Name Charles E Harp ESTATE  
Address 1131 Hwy 92 South  
City Fayetteville, GA 30215  
State GA Zip 30215  
Email [REDACTED]  
Phone 404-771-0617



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

Name Julie Harp  
Address 1131 Hwy 92 S  
City Fayetteville  
State GA Zip 30215  
Email [REDACTED]  
Phone 404-771-0617

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: 04/06/26

DATE OF PLANNING COMMISSION HEARING: June 4, 2026

DATE OF COUNTY COMMISSIONERS HEARING: June 25, 2026

Received from Julie Harp a check in the amount of \$ 250.00 for application filing fee, and \$ 40.00 for deposit on frame for public hearing sign(s).

Date Paid: 04/06/26 Receipt Number: 027062

RECEIVED  
APR 06 2026  
BY: MB. & DB.

PETITION No.: 1383-26 Fees Due: 250.<sup>00</sup> Sign Deposit Due: 40.<sup>00</sup>

STAFF USE ONLY

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

Parcel # (Tax ID): 044701009 Acreage: 2.65  
Land District(s): 4th Land Lot(s): 247  
Road Name/Frontage L.F.: Inman Rd & S. Hwy 92 Road Classification: Major Arterial  
Existing Use: A-R Proposed Use: R-70  
Structure(s): \_\_\_\_\_ Type: \_\_\_\_\_ Size in SF: \_\_\_\_\_  
Existing Zoning: A-R Proposed Zoning: R-70  
Existing Land Use: Residential Proposed Land Use: Residential  
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: \_\_\_\_\_

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:

CHARLES E. HARP ESTATE

*(Please Print)*

**Property Tax Identification Number(s) of Subject Property:** 044701 009

(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) 247 of the 4<sup>th</sup> District, and (if applicable to more than one land district) Land Lot(s) \_\_\_\_\_ of the \_\_\_\_\_ District, and said property consists of a total of \_\_\_\_\_ acres (legal description corresponding to most recent recorded plat for the subject property is attached herewith).

(I) (We) hereby delegate authority to Julie Harp 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) Julie Harp  
Signature of Property Owner 1  
431 Hwy 925

Address  
Fayetteville

Signature of Property Owner 2

Address

Signature of Property Owner 3

Address

Signature of Authorized Agent

Address

[Signature]  
Signature of Notary Public  
04/06/2026

Date

Signature of Notary Public

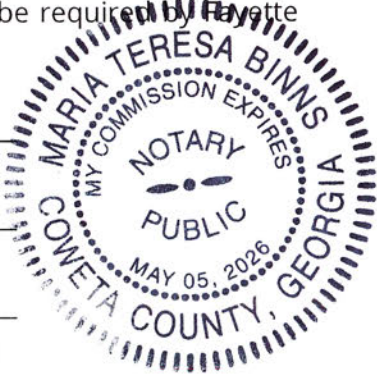
Date

Signature of Notary Public

Date

Signature of Notary Public

Date



PETITION No.: 1383-26

**OWNER'S AFFIDAVIT**

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

NAME: Julie Harp (Charles E. Harp Estate)

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

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

\_\_\_\_\_ 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.

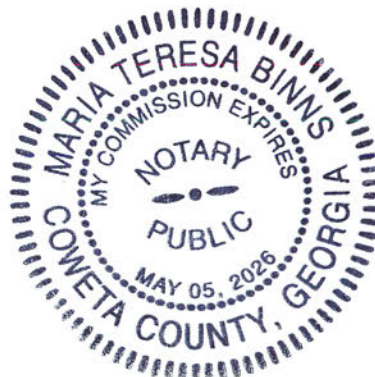
PUBLIC HEARING to be held by the Board of Commissioners of Fayette County on the day of June 25, 2026 at 5:00 P.M.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 6 DAY OF April, 2026

Julie Harp  
SIGNATURE OF PROPERTY OWNER

\_\_\_\_\_  
SIGNATURE OF PROPERTY OWNER

[Signature]  
NOTARY PUBLIC



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

I/We, CHARLES HARRP ESTATE, 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 \_\_\_\_\_ 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 6 day of April, 2026.

Julie Harp  
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.

Julie Hays

---

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).

# WARRANTY DEED

BOOK 372 PAGE 470

STATE OF GEORGIA COUNTY OF FAYETTE

THIS INDENTURE, Made the 22nd day of January, in the year one thousand nine hundred eighty-six, between

JOHN BURCH HARP, A/K/A JOHN B. HARP, SR.

of the County of Fayette, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

CHARLES E. HARP

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of

Other valuable consideration and Ten----- ( \$10.00 ) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lot 247 of the 4th Land District of Fayette County, Georgia and being that 2.65 acres tract of land shown on a plat of survey dated 4-6-77, prepared by Lee Engineering Company and being more particularly described as follows:

BEGINNING at a point located in the Northeast corner of the intersection of State Highway 92 and Inman Road; running thence Northeasterly along the Northeasterly right-of-way of State Highway 92 and following the curvature thereof 120.8 feet to a point; running thence North 53 degrees 22 minutes West 393.20 feet to a point; running thence North 56 degrees 57 minutes West 260.10 feet to a point; running thence North 60 degrees 42 minutes West 100.20 feet to a point; running thence North 60 degrees 59 minutes West 138.60 feet to a point located on the East right-of-way line of Inman Road; running thence South 0 degrees 38 minutes West 434.60 feet to the point of beginning.

GEORGIA, Fayette County  
Clerk's Office Superior Court

Filed for record Jan 24<sup>th</sup> 1986

8:30A M.

Recorded in Book 372 Page 470

This 24<sup>th</sup> day of Jan 1986

W. A. Ballard

Clerk

Fayette County, Georgia  
Real Estate Transfer Tax  
Paid 7.80 Date 1-24-86  
Clerk of Superior Court

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

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

Signed, sealed and delivered in presence of:

Thomas J. Jones  
W. A. Ballard

John Burch Harp (Seal)  
John Burch Harp, A/K/A

John B. Harp, Sr. (Seal)

John B. Harp Sr (Seal)

Notary Public  
My Comm. expires Feb. 17, 1987

IN THE PROBATE COURT OF FAYETTE COUNTY  
STATE OF GEORGIA

IN RE: ESTATE OF )

CHARLES EDWARD HARP, )  
DECEASED )

ESTATE NO. 23-17439

LETTERS TESTAMENTARY  
[Relieved of filing returns]

At a regular term of probate court, the last will and testament dated **NOVEMBER 14, 2018** of the above-named decedent, who was domiciled in this county at the time of his or her death or was domiciled in another state but owned property in this county at the time of his or her death, was legally proven in solemn form to be the decedent's will and was admitted to record by order, and it was further ordered that **JULIE ANNE HARP**, named as executor in said will, be allowed to qualify, and that upon so doing, letters testamentary be issued to such executor.

THEREFORE, the executor, having taken the oath of office and complied with all necessary prerequisites of the law, is legally authorized to discharge all the duties and exercise all powers of executor under the will of said decedent, according to the decedent's will and the law.

Given under my hand and official seal, the 2<sup>nd</sup> day of March, 2023.

  
\_\_\_\_\_  
Judge of the Probate Court

*The following must be signed if the judge does not sign the original of this document:*

Issued by:

[Seal]

ANGELA LANDGAARD,  
ASSOCIATE JUDGE  
FAYETTE COUNTY PROBATE COURT

\_\_\_\_\_  
Clerk of the Probate Court

Certificate of Copy  
STATE OF GEORGIA  
COUNTY OF FAYETTE

This document consisting of 1 pages is hereby certified to be true copy of the original document on file in the Probate Court of Fayette County, GA. These letters remain in full force and effect.

In testimony whereof, I have set my hand and affixed the seal of said court the 2<sup>nd</sup> day of March,

2023.  
Michael J. Martino  
Clerk of Probate Court  
Fayette County, GA



Continued from page B3

31. ...  
 known as 300 Milam Rd.  
 5/20

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

**PUBLIC HEARING** to be held be-  
 fore the Fayette County Planning  
 Commission on Thursday, June  
 4, 2026, at 7:00 P.M., and before  
 the Fayette County Board of Com-  
 missioners on Thursday, June 25,  
 2026, at 5:00 P.M., in the Fayette  
 County Administrative Complex,  
 140 Stonewall Avenue West, Pub-  
 lic Meeting Room, First Floor, Fay-  
 etteville, Georgia.

Petition No: 1383-26  
 Parcel No: 044701009  
 Owner: Julie Ann Happ  
 Zoning District: A-R

Area of Property: 2.65 acres  
 Land Lot(s): District: Land Lot 247  
 of the 4th District

Front on: Inman Road and High-  
 way 92  
 Project: Applicant proposes the  
 following: To rezone 2.65 acres  
 from A-R Agricultural Residential  
 (Single-Family) to R-70 (Sin-  
 gle-Family Residential).

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:**  
 All that tract or parcel of land, be-  
 ing and being in Land Lot 247, of  
 the 4th District, Town of Inman,  
 Fayette County, Georgia, and be-  
 ing more particularly described as  
 follows: BEGINNING at a concrete  
 monument found at the northwest-  
 erly corner of a mitered intersec-  
 tion and being the intersection of  
 the easterly right-of-way line of In-  
 man Road (having a variable width  
 right-of-way) and the northerly  
 right-of-way line of Georgia High-  
 way 92 (having a variable width  
 right-of-way); Thence along said  
 easterly right-of-way line of Inman  
 Road, North 10°48'38" East, 5.64  
 feet to a point; Thence, 160.75 feet  
 along the arc of a curve to the left,  
 having a radius of 411.00 feet and  
 being subtended by a chord bearing  
 North 00°56'13" West, 159.73 feet  
 to a 1/2-inch rebar found; Thence,  
 North 12°06'34" West, 17.11 feet  
 to a 1/2-inch rebar found; Thence,  
 78.79 feet along the arc of a curve  
 to the right, having a radius of  
 39.00 feet and being subtended by  
 a chord bearing North 05°23'33"  
 West, 78.57 feet to a 1/2-inch  
 rebar found; Thence, North 88°31'33"  
 West, 1.27 feet to a 1/2-inch re-  
 bar found; Thence, North 01°11'56"  
 East, 81.67 feet to a 1/2-inch rebar  
 found; Thence leaving said easterly  
 right-of-way line of Inman Road  
 and running South 57°00'59"  
 East, 497.14 feet to a 1/2-inch rebar  
 found; Thence, South 55°21'48"  
 West, 386.28 feet to a capped rebar  
 found along said northerly right-  
 of-way line of Georgia Highway 92;  
 Thence along said northerly right-  
 of-way line of Georgia Highway  
 92 and running North 62°10'19"  
 West, 47.01 feet to a parker knob  
 nail found at the southeasterly  
 corner of a mitered intersection;  
 Thence along said mitered inter-  
 section, North 37°54'14" West,  
 37.01 feet to a concrete monument  
 found at the northwesterly corner  
 of a mitered intersection and being  
 the true POINT OF BEGINNING.  
 Said tract contains 2.34 acres  
 as shown on a survey prepared for  
 Julie Ann Happ by Hilton Land Survey-  
 ing, dated April 3, 2026.  
 5/20

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval of the Intergovernmental Agreement (IGA) for the Provision of Inmate Services between Fayette County, City of Fayetteville, Town of Tyrone, and the City of Peachtree City, related to the Daily Inmate Rate calculations effective July 1, 2026.

**Background/History/Details:**

The last update to the Daily Inmate Rate calculations was approved on January 13, 2022, at a cost of \$57.60 / per day / per inmate. This agreement excluded charges for the first and last day of internment. The County continues to fund additional monies into the Jail Surcharge funds to cover the costs of inmate meals. Since FY2019, the County has funded an additional \$1.6M to the Jail Surcharge fund to cover increasing costs. As mentioned in the 2026 Retreat presentation, revenues have decreased 10% and expenditures have increased 44% during that same time period.

In order to reduce a portion of these additional funds, the County recalculated the actual cost per day / per inmate using actuals in FY2025. This cost was \$96.16 per day / per inmate. The County used a 75% of actual cost to increase the daily inmate rate to \$72.12 per day / per inmate. An additional change was made to only exclude the last day of internment from the municipality calculations. This would assist in covering the costs of the hygienic materials provided to the inmates.

The approved 2026 Daily Inmate Rate IGA for each municipality is included as backup.

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

Approval of the Intergovernmental Agreement for the Provision of Inmate Services between Fayette County, City of Fayetteville, Town of Tyrone, and the City of Peachtree City, related to the Daily Inmate Rate calculations effective July 1, 2026.

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

Not applicable.

Has this request been considered within the past two years?

If so, when?

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

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

The proposed Inmate Rate IGA will be updated for all municipalities.

**COUNTY OF FAYETTE****STATE OF GEORGIA****INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION OF INMATE SERVICES**

This Agreement entered into this 21<sup>st</sup> day of May, 2026, by and between Fayette County, Georgia, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners, and the city of Fayetteville, Georgia, a municipal corporation chartered by the State of Georgia, acting by and through its Mayor and Council, for the placement of inmates from the city of Fayetteville in the Fayette County Jail Facility in Fayetteville, Georgia hereinafter the "Agreement".

**WITNESSETH:****ARTICLE I. Purpose**

**A. Purpose.** This Agreement between Fayette County, hereinafter the "County", and Fayetteville, Georgia, hereinafter the "Confining Jurisdiction", is for establishing the parameters within which the County and the Confining Jurisdiction will be governed by in the detention and care of persons incarcerated under the authority of the Confining Jurisdiction at the Fayette County Jail Facility, hereinafter the "Jail Facility". The term "Parties" is used in this Agreement to refer jointly to the County and the Confining Jurisdiction.

**B. Responsibilities.** This Agreement sets forth the responsibilities of the County and the Confining Jurisdiction. The Agreement states the services the County shall perform satisfactorily to receive payment from the Confining Jurisdiction at the prescribed rate.

**C. Inmate Day Rate.**

- 1) The Parties agree that the inmate rate, the rate charged by the County for each day an inmate from the Confining Jurisdiction remains in the Jail Facility, shall be \$72.12.
- 2) The Parties agree when costs are incurred for the transport of Confining Jurisdiction inmates to another jail facility as outlined in Article III (A), along with any specialty medical or dental care costs, the Confining Jurisdiction will be responsible for those costs. These costs will be added to the monthly invoice as outlined in Article IX (A).

**ARTICLE II. General**

**A. Funding.** The Confining Jurisdiction agrees to make payments to the County as set forth herein. During the term of this Agreement, the Confining Jurisdiction agrees to impose an additional penalty on fines handed down in its Municipal Court consistent with law under the Jail Construction and Staffing Act (established pursuant to O.C.G. A. § 15-21-90 et seq.). The additional penalty shall be equal to ten (10%) percent of the fine imposed under sentence handed down by the Municipal Court Judge. Additionally, at the time of posting bail or bond, an

additional sum equal to ten (10%) percent of the original amount of bail or bond shall be posted and paid over to the County. In every case in which the Municipal Court Judge shall order the forfeiture of bail or bond, the additional sum equal to the ten (10%) percent of the original bail or bond shall be paid over to the County and deposited in a special account to be known as the "County Jail Fund". Said County Jail Fund shall be used for maintaining, operating, and staffing of the Jail Facility. Said amount shall be remitted to the County monthly, by no later than the tenth day of the month following the month in which such sums are collected. In the case of partial or installment payments of the penalty being made to the Confining Jurisdiction, the proportion of the installment or partial payment equal to the proportion of the additional penalty to the original fine shall be paid by the Confining Jurisdiction to the County by no later than the tenth day of the month following the month in which such partial or installment payments are received.

**B. Consistent with Law.** Any provision of this Agreement contrary to applicable statutes, regulations, policies, or judicial mandates is null and void, but shall not necessarily affect the balance of the Agreement.

**C. Scope of Funding Obligation.** The County shall assess, and the Confining Jurisdiction agrees to pay those charges for those inmates who are incarcerated because of a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction, or due to revocation of probation which was part of a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction. All inmates presented to the Jail Facility by the Confining Jurisdiction for pre-trial detention who are being held pending disposition in the Municipal Court of the Confining Jurisdiction are also considered inmates from the Confining Jurisdiction.

### **ARTICLE III. Covered Services.**

**A. Bed space.** The County shall provide male/female beds in the Jail Facility on a space available basis. The Confining Jurisdiction will be financially liable only for the actual inmate days as defined in Paragraph (C) of this Article. An inmate presented for incarceration by the Confining Jurisdiction to the County may be relocated to another jail facility if no space is available at the Jail Facility. The County shall determine whether space is available at the Jail Facility. Should the County determine that no space is available for an inmate from the Confining Jurisdiction at the Jail Facility, the County shall transport the inmate to another jail facility. The Confining Jurisdiction agrees to continue paying the inmate day rate or the rate charged by the other jail facility, whichever is higher, for every inmate of the Confining Jurisdiction transported by the County to another jail facility in the same manner as if the inmate from the Confining Jurisdiction was still confined at the Jail Facility.

**B. Basic needs.** The County shall provide adult detainees with safekeeping, housing, subsistence, on-site health care and other services in accordance with this Agreement. In providing these services, the County shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies, and procedures. The types and levels of services shall be those the County routinely affords to other inmates. If the County determines that the Confining Jurisdiction has delivered a person for custody who is subject to the jurisdiction of the Juvenile Justice System, the County shall not house that person with adult detainees and shall notify the Confining Jurisdiction immediately. The Confining Jurisdiction shall immediately remove the inmate within twenty-four (24) hours of being notified by the County.

**C. Unit of service and financial liability.** The County will bill the Confining Jurisdiction the number of days the inmate is booked into the Jail Facility excluding the discharge day.

**D. Interpretive services.** The County shall make special provisions for non-English speaking, handicapped or illiterate inmates. The Confining Jurisdiction will, upon request, assist the County in obtaining translation services. The County shall provide all instructions verbally (in English or the inmate's native language as appropriate) to inmates who cannot read.

#### **ARTICLE IV. Receiving and Discharging Inmates.**

**A. Required activity.** Except as otherwise provided herein, the County shall receive and discharge inmates only from and to properly identified Confining Jurisdiction personnel. Presentation of Confining Jurisdiction credentials shall constitute proper identification. The exception recognized pertains to those inmates which have been relocated to another jail facility due to a lack of available bed space at the Jail Facility. The County shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days per week.

The Confining Jurisdiction shall furnish the County with reasonable notice of receiving or discharging inmates. The County shall ensure positive identification and recording of inmates and Confining Jurisdiction officers. The County shall not permit medical or emergency discharges except through coordination with on-duty Confining Jurisdiction officers.

**B. Restricted release of inmates.** The County shall not release Confining Jurisdiction inmates from its physical custody to any persons other than those described in Paragraph (A) of this Article for any reason, except for either medical, other emergency situations, or in response to a writ of habeas corpus.

If a Confining Jurisdiction inmate is sought for federal, state or local court proceedings, only the Confining Jurisdiction may authorize release of the inmate for such purposes. The County shall contact the Confining Jurisdiction immediately regarding any such requests.

**C. County right of refusal.** The County retains the right to refuse acceptance of any inmate found to have a condition that requires medical care beyond the scope of the County's health provider.

#### **ARTICLE V. Medical Services**

**Access to health care.** The County shall ensure that on-site medical and health care coverage as defined below is available for all of the Confining Jurisdiction's inmates at the Jail Facility for at least eight (8) hours per day, seven (7) days per week. The County shall furnish the inmates instructions in their native language as prescribed in Article III, Paragraph (D) for gaining access to health care services.

## **ARTICLE VI. Period of Performance**

This Agreement shall remain in effect until June 30, 2027. This Agreement shall be renewed automatically for additional one (1) year terms unless either party provides written notice of termination at least ninety (90) days prior to the end of the then current term. Subsequent renewals shall occur automatically absent proper written notice to terminate this Agreement. If, upon proper termination of this Agreement, the Confining Jurisdiction has not satisfied its financial obligation for the payment of inmate day rates to the County for the immediately preceding twelve (12)-month period, the Confining Jurisdiction agrees to remit an amount equal to the total outstanding financial liability to the County within fifteen (15) days of the effective date of the termination. If, upon proper termination of this Agreement, the Confining Jurisdiction has an existing credit with the County due to overpayment from the immediately preceding twelve (12)-month period, said credit amount shall belong to the County and will be applied for those purposes recognized as proper uses for the County Jail Fund.

## **ARTICLE VII. Modifications**

Actions other than those designated in this Agreement will not bind or incur liability on behalf of either party. Either party may request a modification to this Agreement by submitting a written request to the other. A modification will become part of this Agreement only after the Confining Jurisdiction and the authorized signatory of the County have approved it in writing.

## **ARTICLE VIII. Adjusting the Inmate Day Rate**

The Confining Jurisdiction shall reimburse the County at the inmate day rate provided in Article I of this Agreement. The Parties shall review and adjust the inmate day rate every three years, with the effective date for the new inmate day rate to be July 1 of the calendar year. The Parties agree that the inmate day rate should always reflect the jail operations costs for the immediately preceding fiscal year of the County. For the purposes of this Agreement, the Parties agree that the cost of the Jail Facility shall be composed of all those costs necessary to house the inmates at the Jail Facility in a safe and secure manner. In addition, the Parties agree that a component of the operations and maintenance of the Jail Facility is the cost associated with the housing of inmates at a jail facility other than the Jail Facility.

## **ARTICLE IX. Enrollment, Invoicing, and Payment**

**A. Invoicing.** The County shall submit an original itemized invoice containing the following information provided by the Sheriff's Office: the name and address of the Jail Facility; the name of each Confining Jurisdiction inmate, and his or her specific dates of detention; the total number of inmate days; the daily rate; the total inmate days multiplied by the daily rate; and the name, title, address, and telephone number of the local official responsible for invoice preparation. The County shall submit monthly invoices within the first fifteen (15) working days of the month following the calendar month when it provided the services to the Confining Jurisdiction.

**B. Payment.** The Confining Jurisdiction will remit funds collected for the County Jail Fund to the County pursuant to Article II. The date the County actually receives the funds shall

constitute the payment date. Within thirty days subsequent to the original twelve (12)-month term thereafter, and within thirty days subsequent to each successive twelve (12)-month term thereafter, the County shall notify the Confining Jurisdiction of the total amount of County Jail Funds received by the County from the Confining Jurisdiction during the immediately preceding twelve (12)-month term. The County shall also provide an itemized statement of the number of inmate days for which the Confining Jurisdiction is responsible to the County for the immediately preceding twelve (12)-month term.

**C. Accounting of County Jail Fund.** The Confining Jurisdiction shall report to the County the disposition of each case resolved within its Municipal Court. Information required shall be the name of the party, the offense charged, the number of days sentenced to be served at the Jail Facility, and the amount of the fine which was imposed, exclusive of the County Jail Fund penalty. Additionally, should there be the posting of bail or bond, the report should include the name of the party, the offense charged, and the amount of the bail or bond posted, exclusive of the County Jail Fund penalty. These reports shall be submitted to the County Finance Department within ten (10) business days subsequent to the date on which these cases were disposed.

## **ARTICLE X. Indemnification Provisions**

**A. Indemnification (County).** The Confining Jurisdiction shall save and hold the County harmless, and indemnify the County against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person(s), or loss or damage to any property, which occurs in connection with or incident to performance of work by the Confining Jurisdiction under the terms of this Agreement, and which results from negligent acts or omissions of Confining Jurisdiction officers or employees to the extent permitted by law. The Confining Jurisdiction shall also save and hold the County harmless, and indemnify the County against any and all liability claims and costs of whatever kind and nature, for false arrest, malicious prosecution, improper arrest, and any other similar charge being brought due to some action or lack thereof by the Confining Jurisdiction. Notwithstanding anything in this Agreement contained herein to the contrary, for purposes of the Confining Jurisdiction indemnifying and holding the County harmless, any inmate arrested by the Confining Jurisdiction is considered an inmate of the Confining Jurisdiction no matter whether the underlying charge is based upon a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction or otherwise.

**B. Defense of suit (County).** In the event an inmate files suit against the County contesting the legality of the inmate's incarceration and/or for any other event as covered in Article X (A), including but not limited to, false arrest, malicious prosecution, and improper arrest, the Confining Jurisdiction shall move to have the County dismissed from such suit, to have the Confining Jurisdiction substituted as the proper party defendant, or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, the Confining Jurisdiction shall be responsible for the defense of any suit on these grounds.

**C. Confining Jurisdiction recovery right.** The County shall do nothing to prejudice the Confining Jurisdiction's right to recover against third parties for any loss, destruction of, or damage to the Confining Jurisdiction's property. Upon request of the Confining Jurisdiction, the County shall, at the Confining Jurisdiction's expense, furnish to the Confining Jurisdiction all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of the Confining Jurisdiction, in obtaining recovery.

**D. Other jail facility.** For purposes of these Indemnification provisions, all indemnification herein which applies to the County also applies to the jurisdiction which is housing the inmate(s) from the Confining Jurisdiction who have been transported to the jail facility by the County.

**E. Indemnification (Confining Jurisdiction).** The County shall save and hold the Confining Jurisdiction harmless, and indemnify the Confining Jurisdiction against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person (s), or loss or damage to any property, which occurs in connection with or incident to the performance of work by the County under the terms of this Agreement, and which results from negligent acts or omissions of County officers or employees to the extent permitted by law. The County shall also save and hold the Confining Jurisdiction harmless, and indemnify the Confining Jurisdiction against any and all liability claims and costs of whatever kind and nature, for bodily harm or any other similar charge brought due to some action or lack thereof by the County.

**F. Defense of suit (Confining Jurisdiction).** In the event an inmate files suit against the Confining Jurisdiction for an event covered in Article X (E) above, the County shall move to have the Confining Jurisdiction dismissed from such suit, to have the County substituted as the proper party defendant, or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, the County shall be responsible for the defense of any suit on these grounds.

## **ARTICLE XI. Financial Records**

**A. Retention of records.** All financial records, supporting documents, statistical records, and other records pertinent to contracts or subordinate agreements under this Agreement shall be retained by the County for at least three (3) years for purposes of examinations and audit. The three (3)-year retention period begins at the end of the first year of completion of service under the Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3)-year period, the records will be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three (3)-year period, whichever is later.

**B. Access to records.** The Confining Jurisdiction shall have the right to access any pertinent books, documents, papers, or other records of the County.

## **ARTICLE XII. Dispute Resolution**

**A. All Jail Facility Costs.** The County shall maintain and calculate the yearly costs of the Jail Facility. Upon request, the County shall provide the Confining Jurisdiction with a copy of the accounting records for those expenses for any subsequent fiscal years. If, after reviewing the accounting records, the Confining Jurisdiction believes that the allocation of expenses does not follow this Agreement, then the Chief Financial Officer for each of the Parties shall meet to discuss the allocation.

**Fayette County  
Calculation of Inmate Daily Rate for Fiscal Year 2027  
Attachment I**

<b>Calculation of the Inmate Day Rate:</b>			
<b>Total Annual Cost for FY 2025</b>			\$ 12,119,222.36
<b>Jail Operations</b>	<b>\$ 12,083,622.36</b>		
<b>Jail Capital</b>	<b>\$ 35,600.00</b>		
<b>Number of Days in Year</b>			365
<b>Average Daily Cost for FY 2025</b>			\$ 33,203.35
<b>Average Daily Inmate Population for FY 2025</b>			345
<b>Calculated Inmate Day Rate</b>			\$96.16
<b>At 75% per IGA</b>			\$72.12

**B. Other Matters.** All other disputes shall be discussed by the Chief Administrative Officers of the Parties. If the Chief Administrative Officers cannot resolve the dispute, then either or both Parties shall be free to seek a resolution in the Fayette County Superior Court.

WHEREFORE, the Parties hereby set their hands and affix their seals as of the date first above written.

BOARD OF COMMISSIONERS OF  
FAYETTE COUNTY, GEORGIA

(SEAL)

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

ATTEST:

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

Approved as to form:

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

(SEAL)



MAYOR AND COUNCIL OF THE  
CITY OF FAYETTEVILLE

By: \_\_\_\_\_  
Fayetteville, Mayor

ATTEST:

\_\_\_\_\_  
Fayetteville, City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

**COUNTY OF FAYETTE****STATE OF GEORGIA****INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION OF INMATE SERVICES**

This Agreement entered into this \_\_\_ day of \_\_\_\_\_, 2026, by and between Fayette County, Georgia, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners, and the town of Tyrone, Georgia, a municipal corporation chartered by the State of Georgia, acting by and through its Mayor and Council, for the placement of inmates from the town of Tyrone in the Fayette County Jail Facility in Fayetteville, Georgia hereinafter the “Agreement”.

**WITNESSETH:****ARTICLE I. Purpose**

**A. Purpose.** This Agreement between Fayette County, hereinafter the “County”, and town of Tyrone, hereinafter the “Confining Jurisdiction”, is for establishing the parameters within which the County and the Confining Jurisdiction will be governed by in the detention and care of persons incarcerated under the authority of the Confining Jurisdiction at the Fayette County Jail Facility, hereinafter the “Jail Facility”. The term “Parties” is used in this Agreement to refer jointly to the County and the Confining Jurisdiction.

**B. Responsibilities.** This Agreement sets forth the responsibilities of the County and the Confining Jurisdiction. The Agreement states the services the County shall perform satisfactorily to receive payment from the Confining Jurisdiction at the prescribed rate.

**C. Inmate Day Rate.**

- 1) The Parties agree that the inmate rate, the rate charged by the County for each day an inmate from the Confining Jurisdiction remains in the Jail Facility, shall be \$72.12.
- 2) The Parties agree when costs are incurred for the transport of Confining Jurisdiction inmates to another jail facility as outlined in Article III (A), along with any specialty medical or dental care costs, the Confining Jurisdiction will be responsible for those costs. These costs will be added to the monthly invoice as outlined in Article IX (A).

**ARTICLE II. General**

**A. Funding.** The Confining Jurisdiction agrees to make payments to the County as set forth herein. During the term of this Agreement, the Confining Jurisdiction agrees to impose an additional penalty on fines handed down in its Municipal Court consistent with law under the Jail Construction and Staffing Act (established pursuant to O.C.G. A. § 15-21-90 et seq.). The additional penalty shall be equal to ten (10%) percent of the fine imposed under sentence handed down by the Municipal Court Judge. Additionally, at the time of posting bail or bond, an additional sum equal to ten (10%) percent of the original amount of bail or bond shall be posted

and paid over to the County. In every case in which the Municipal Court Judge shall order the forfeiture of bail or bond, the additional sum equal to the ten (10%) percent of the original bail or bond shall be paid over to the County and deposited in a special account to be known as the "County Jail Fund". Said County Jail Fund shall be used for maintaining, operating, and staffing of the Jail Facility. Said amount shall be remitted to the County monthly, by no later than the tenth day of the month following the month in which such sums are collected. In the case of partial or installment payments of the penalty being made to the Confining Jurisdiction, the proportion of the installment or partial payment equal to the proportion of the additional penalty to the original fine shall be paid by the Confining Jurisdiction to the County by no later than the tenth day of the month following the month in which such partial or installment payments are received.

**B. Consistent with Law.** Any provision of this Agreement contrary to applicable statutes, regulations, policies, or judicial mandates is null and void, but shall not necessarily affect the balance of the Agreement.

**C. Scope of Funding Obligation.** The County shall assess, and the Confining Jurisdiction agrees to pay those charges for those inmates who are incarcerated because of a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction, or due to revocation of probation which was part of a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction. All inmates presented to the Jail Facility by the Confining Jurisdiction for pre-trial detention who are being held pending disposition in the Municipal Court of the Confining Jurisdiction are also considered inmates from the Confining Jurisdiction.

### **ARTICLE III. Covered Services.**

**A. Bed space.** The County shall provide male/female beds in the Jail Facility on a space available basis. The Confining Jurisdiction will be financially liable only for the actual inmate days as defined in Paragraph (C) of this Article. An inmate presented for incarceration by the Confining Jurisdiction to the County may be relocated to another jail facility if no space is available at the Jail Facility. The County shall determine whether space is available at the Jail Facility. Should the County determine that no space is available for an inmate from the Confining Jurisdiction at the Jail Facility, the County shall transport the inmate to another jail facility. The Confining Jurisdiction agrees to continue paying the inmate day rate or the rate charged by the other jail facility, whichever is higher, for every inmate of the Confining Jurisdiction transported by the County to another jail facility in the same manner as if the inmate from the Confining Jurisdiction was still confined at the Jail Facility.

**B. Basic needs.** The County shall provide adult detainees with safekeeping, housing, subsistence, on-site health care and other services in accordance with this Agreement. In providing these services, the County shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies, and procedures. The types and levels of services shall be those the County routinely affords to other inmates. If the County determines that the Confining Jurisdiction has delivered a person for custody who is subject to the jurisdiction of the Juvenile Justice System, the County shall not house that person with adult detainees and shall notify the Confining Jurisdiction immediately. The Confining Jurisdiction shall immediately remove the inmate within twenty-four (24) hours of being notified by the County.

**C. Unit of service and financial liability.** The County will bill the Confining Jurisdiction

the number of days the inmate is booked into the Jail Facility excluding the discharge day.

**D. Interpretive services.** The County shall make special provisions for non-English speaking, handicapped or illiterate inmates. The Confining Jurisdiction will, upon request, assist the County in obtaining translation services. The County shall provide all instructions verbally (in English or the inmate's native language as appropriate) to inmates who cannot read.

#### **ARTICLE IV. Receiving and Discharging Inmates.**

**A. Required activity.** Except as otherwise provided herein, the County shall receive and discharge inmates only from and to properly identified Confining Jurisdiction personnel. Presentation of Confining Jurisdiction credentials shall constitute proper identification. The exception recognized pertains to those inmates which have been relocated to another jail facility due to a lack of available bed space at the Jail Facility. The County shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days per week.

The Confining Jurisdiction shall furnish the County with reasonable notice of receiving or discharging inmates. The County shall ensure positive identification and recording of inmates and Confining Jurisdiction officers. The County shall not permit medical or emergency discharges except through coordination with on-duty Confining Jurisdiction officers.

**B. Restricted release of inmates.** The County shall not release Confining Jurisdiction inmates from its physical custody to any persons other than those described in Paragraph (A) of this Article for any reason, except for either medical, other emergency situations, or in response to a writ of habeas corpus.

If a Confining Jurisdiction inmate is sought for federal, state or local court proceedings, only the Confining Jurisdiction may authorize release of the inmate for such purposes. The County shall contact the Confining Jurisdiction immediately regarding any such requests.

**C. County right of refusal.** The County retains the right to refuse acceptance of any inmate found to have a condition that requires medical care beyond the scope of the County's health provider.

#### **ARTICLE V. Medical Services**

**Access to health care.** The County shall ensure that on-site medical and health care coverage as defined below is available for all of the Confining Jurisdiction's inmates at the Jail Facility for at least eight (8) hours per day, seven (7) days per week. The County shall furnish the inmates instructions in their native language as prescribed in Article III, Paragraph (D) for gaining access to health care services.

#### **ARTICLE VI. Period of Performance**

This Agreement shall remain in effect until June 30, 2027. This Agreement shall be renewed automatically for additional one (1) year terms unless either party provides written notice of termination at least ninety (90) days prior to the end of the then current term. Subsequent renewals shall occur automatically absent proper written notice to terminate this Agreement. If, upon proper termination of this Agreement, the Confining Jurisdiction has not satisfied its financial obligation for the payment of inmate day rates to the County for the immediately preceding twelve (12)-month period, the Confining Jurisdiction agrees to remit an amount equal to the total outstanding financial liability to the County within fifteen (15) days of the effective date of the termination. If, upon proper termination of this Agreement, the Confining Jurisdiction has an existing credit with the County due to overpayment from the immediately preceding twelve (12)-month period, said credit amount shall belong to the County and will be applied for those purposes recognized as proper uses for the County Jail Fund.

#### **ARTICLE VII. Modifications**

Actions other than those designated in this Agreement will not bind or incur liability on behalf of either party. Either party may request a modification to this Agreement by submitting a written request to the other. A modification will become part of this Agreement only after the Confining Jurisdiction and the authorized signatory of the County have approved it in writing.

#### **ARTICLE VIII. Adjusting the Inmate Day Rate**

The Confining Jurisdiction shall reimburse the County at the inmate day rate provided in Article I of this Agreement. The Parties shall review and adjust the inmate day rate every three years, with the effective date for the new inmate day rate to be July 1 of the calendar year. The Parties agree that the inmate day rate should always reflect the jail operations costs for the immediately preceding fiscal year of the County. For the purposes of this Agreement, the Parties agree that the cost of the Jail Facility shall be composed of all those costs necessary to house the inmates at the Jail Facility in a safe and secure manner. In addition, the Parties agree that a component of the operations and maintenance of the Jail Facility is the cost associated with the housing of inmates at a jail facility other than the Jail Facility.

#### **ARTICLE IX. Enrollment, Invoicing, and Payment**

**A. Invoicing.** The County shall submit an original itemized invoice containing the following information provided by the Sheriff's Office: the name and address of the Jail Facility; the name of each Confining Jurisdiction inmate, and his or her specific dates of detention; the total number of inmate days; the daily rate; the total inmate days multiplied by the daily rate; and the name, title, address, and telephone number of the local official responsible for invoice preparation. The County shall submit monthly invoices within the first fifteen (15) working days of the month following the calendar month when it provided the services to the Confining Jurisdiction.

**B. Payment.** The Confining Jurisdiction will remit funds collected for the County Jail Fund to the County pursuant to Article II. The date the County actually receives the funds shall constitute the payment date. Within thirty days subsequent to the original twelve (12)-month term

thereafter, and within thirty days subsequent to each successive twelve (12)-month term thereafter, the County shall notify the Confining Jurisdiction of the total amount of County Jail Funds received by the County from the Confining Jurisdiction during the immediately preceding twelve (12)-month term. The County shall also provide an itemized statement of the number of inmate days for which the Confining Jurisdiction is responsible to the County for the immediately preceding twelve (12)-month term.

**C. Accounting of County Jail Fund.** The Confining Jurisdiction shall report to the County the disposition of each case resolved within its Municipal Court. Information required shall be the name of the party, the offense charged, the number of days sentenced to be served at the Jail Facility, and the amount of the fine which was imposed, exclusive of the County Jail Fund penalty. Additionally, should there be the posting of bail or bond, the report should include the name of the party, the offense charged, and the amount of the bail or bond posted, exclusive of the County Jail Fund penalty. These reports shall be submitted to the County Finance Department within ten (10) business days subsequent to the date on which these cases were disposed.

## **ARTICLE X. Indemnification Provisions**

**A. Indemnification (County).** The Confining Jurisdiction shall save and hold the County harmless, and indemnify the County against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person(s), or loss or damage to any property, which occurs in connection with or incident to performance of work by the Confining Jurisdiction under the terms of this Agreement, and which results from negligent acts or omissions of Confining Jurisdiction officers or employees to the extent permitted by law. The Confining Jurisdiction shall also save and hold the County harmless, and indemnify the County against any and all liability claims and costs of whatever kind and nature, for false arrest, malicious prosecution, improper arrest, and any other similar charge being brought due to some action or lack thereof by the Confining Jurisdiction. Notwithstanding anything in this Agreement contained herein to the contrary, for purposes of the Confining Jurisdiction indemnifying and holding the County harmless, any inmate arrested by the Confining Jurisdiction is considered an inmate of the Confining Jurisdiction no matter whether the underlying charge is based upon a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction or otherwise.

**B. Defense of suit (County).** In the event an inmate files suit against the County contesting the legality of the inmate's incarceration and/or for any other event as covered in Article X (A), including but not limited to, false arrest, malicious prosecution, and improper arrest, the Confining Jurisdiction shall move to have the County dismissed from such suit, to have the Confining Jurisdiction substituted as the proper party defendant, or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, the Confining Jurisdiction shall be responsible for the defense of any suit on these grounds.

**C. Confining Jurisdiction recovery right.** The County shall do nothing to prejudice the Confining Jurisdiction's right to recover against third parties for any loss, destruction of, or damage to the Confining Jurisdiction's property. Upon request of the Confining Jurisdiction, the County shall, at the Confining Jurisdiction's expense, furnish to the Confining Jurisdiction all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of the Confining Jurisdiction, in obtaining recovery.

**D. Other jail facility.** For purposes of these Indemnification provisions, all

indemnification herein which applies to the County also applies to the jurisdiction which is housing the inmate(s) from the Confining Jurisdiction who have been transported to the jail facility by the County.

**E. Indemnification (Confining Jurisdiction).** The County shall save and hold the Confining Jurisdiction harmless, and indemnify the Confining Jurisdiction against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person (s), or loss or damage to any property, which occurs in connection with or incident to the performance of work by the County under the terms of this Agreement, and which results from negligent acts or omissions of County officers or employees to the extent permitted by law. The County shall also save and hold the Confining Jurisdiction harmless, and indemnify the Confining Jurisdiction against any and all liability claims and costs of whatever kind and nature, for bodily harm or any other similar charge brought due to some action or lack thereof by the County.

**F. Defense of suit (Confining Jurisdiction).** In the event an inmate files suit against the Confining Jurisdiction for an event covered in Article X (E) above, the County shall move to have the Confining Jurisdiction dismissed from such suit, to have the County substituted as the proper party defendant, or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, the County shall be responsible for the defense of any suit on these grounds.

## **ARTICLE XI. Financial Records**

**A. Retention of records.** All financial records, supporting documents, statistical records, and other records pertinent to contracts or subordinate agreements under this Agreement shall be retained by the County for at least three (3) years for purposes of examinations and audit. The three (3)-year retention period begins at the end of the first year of completion of service under the Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3)-year period, the records will be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three (3)-year period, whichever is later.

**B. Access to records.** The Confining Jurisdiction shall have the right to access any pertinent books, documents, papers, or other records of the County.

## **ARTICLE XII. Dispute Resolution**

**A. All Jail Facility Costs.** The County shall maintain and calculate the yearly costs of the Jail Facility. Upon request, the County shall provide the Confining Jurisdiction with a copy of the accounting records for those expenses for any subsequent fiscal years. If, after reviewing the accounting records, the Confining Jurisdiction believes that the allocation of expenses does not follow this Agreement, then the Chief Financial Officer for each of the Parties shall meet to discuss the allocation.

**Fayette County  
 Calculation of Inmate Daily Rate for Fiscal Year 2027  
 Attachment I**

<b>Calculation of the Inmate Day Rate:</b>			
<b>Total Annual Cost for FY 2025</b>			\$ 12,119,222.36
<b>Jail Operations</b>	\$ 12,083,622.36		
<b>Jail Capital</b>	\$ 35,600.00		
<b>Number of Days in Year</b>			365
<b>Average Daily Cost for FY 2025</b>			\$ 33,203.35
<b>Average Daily Inmate Population for FY 2025</b>			345
<b>Calculated Inmate Day Rate</b>			\$96.16
<b>At 75% per IGA</b>			\$72.12

**B. Other Matters.** All other disputes shall be discussed by the Chief Administrative

Officers of the Parties. If the Chief Administrative Officers cannot resolve the dispute, then either or both Parties shall be free to seek a resolution in the Fayette County Superior Court.

WHEREFORE, the Parties hereby set their hands and affix their seals as of the date first above written.

BOARD OF COMMISSIONERS OF  
FAYETTE COUNTY, GEORGIA

(SEAL)

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

ATTEST:

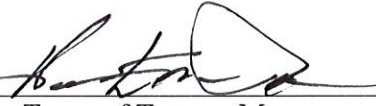
\_\_\_\_\_  
Tameca P. Smith, County Clerk

Approved as to form:

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

MAYOR AND COUNCIL OF THE  
TOWN OF TYRONE

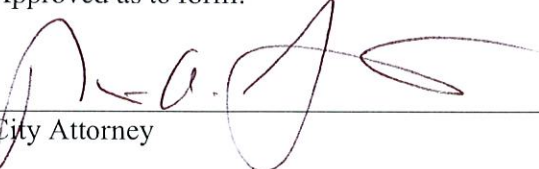
(SEAL)

By:   
\_\_\_\_\_  
Town of Tyrone, Mayor

ATTEST:

  
\_\_\_\_\_  
Town of Tyrone, Town Clerk

Approved as to form:

  
\_\_\_\_\_  
City Attorney

**COUNTY OF FAYETTE****STATE OF GEORGIA****INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION OF INMATE SERVICES**

This Agreement entered into this \_\_\_ day of \_\_\_\_\_, 2026, by and between Fayette County, Georgia, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners, and the city of Peachtree City, Georgia, a municipal corporation chartered by the State of Georgia, acting by and through its Mayor and Council, for the placement of inmates from the city of Peachtree City in the Fayette County Jail Facility in Fayetteville, Georgia hereinafter the "Agreement".

**WITNESSETH:****ARTICLE I. Purpose**

**A. Purpose.** This Agreement between Fayette County, hereinafter the "County", and Peachtree City, hereinafter the "Confining Jurisdiction", is for establishing the parameters within which the County and the Confining Jurisdiction will be governed by in the detention and care of persons incarcerated under the authority of the Confining Jurisdiction at the Fayette County Jail Facility, hereinafter the "Jail Facility". The term "Parties" is used in this Agreement to refer jointly to the County and the Confining Jurisdiction.

**B. Responsibilities.** This Agreement sets forth the responsibilities of the County and the Confining Jurisdiction. The Agreement states the services the County shall perform satisfactorily to receive payment from the Confining Jurisdiction at the prescribed rate.

**C. Inmate Day Rate.**

- 1) The Parties agree that the inmate rate, the rate charged by the County for each day an inmate from the Confining Jurisdiction remains in the Jail Facility, shall be \$72.12.
- 2) The Parties agree when costs are incurred for the transport of Confining Jurisdiction inmates to another jail facility as outlined in Article III (A), along with any specialty medical or dental care costs, the Confining Jurisdiction will be responsible for those costs. These costs will be added to the monthly invoice as outlined in Article IX (A).

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additional sum equal to ten (10%) percent of the original amount of bail or bond shall be posted and paid over to the County. In every case in which the Municipal Court Judge shall order the forfeiture of bail or bond, the additional sum equal to the ten (10%) percent of the original bail or bond shall be paid over to the County and deposited in a special account to be known as the "County Jail Fund". Said County Jail Fund shall be used for maintaining, operating, and staffing of the Jail Facility. Said amount shall be remitted to the County monthly, by no later than the tenth day of the month following the month in which such sums are collected. In the case of partial or installment payments of the penalty being made to the Confining Jurisdiction, the proportion of the installment or partial payment equal to the proportion of the additional penalty to the original fine shall be paid by the Confining Jurisdiction to the County by no later than the tenth day of the month following the month in which such partial or installment payments are received.

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### **ARTICLE III. Covered Services.**

**A. Bed space.** The County shall provide male/female beds in the Jail Facility on a space available basis. The Confining Jurisdiction will be financially liable only for the actual inmate days as defined in Paragraph (C) of this Article. An inmate presented for incarceration by the Confining Jurisdiction to the County may be relocated to another jail facility if no space is available at the Jail Facility. The County shall determine whether space is available at the Jail Facility. Should the County determine that no space is available for an inmate from the Confining Jurisdiction at the Jail Facility, the County shall transport the inmate to another jail facility. The Confining Jurisdiction agrees to continue paying the inmate day rate or the rate charged by the other jail facility, whichever is higher, for every inmate of the Confining Jurisdiction transported by the County to another jail facility in the same manner as if the inmate from the Confining Jurisdiction was still confined at the Jail Facility.

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**C. Unit of service and financial liability.** The County will bill the Confining Jurisdiction the number of days the inmate is booked into the Jail Facility excluding the discharge day.

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If a Confining Jurisdiction inmate is sought for federal, state or local court proceedings, only the Confining Jurisdiction may authorize release of the inmate for such purposes. The County shall contact the Confining Jurisdiction immediately regarding any such requests.

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#### **ARTICLE V. Medical Services**

**Access to health care.** The County shall ensure that on-site medical and health care coverage as defined below is available for all of the Confining Jurisdiction's inmates at the Jail Facility for at least eight (8) hours per day, seven (7) days per week. The County shall furnish the inmates instructions in their native language as prescribed in Article III, Paragraph (D) for gaining access to health care services.

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The Confining Jurisdiction shall reimburse the County at the inmate day rate provided in Article I of this Agreement. The Parties shall review and adjust the inmate day rate every three years, with the effective date for the new inmate day rate to be July 1 of the calendar year. The Parties agree that the inmate day rate should always reflect the jail operations costs for the immediately preceding fiscal year of the County. For the purposes of this Agreement, the Parties agree that the cost of the Jail Facility shall be composed of all those costs necessary to house the inmates at the Jail Facility in a safe and secure manner. In addition, the Parties agree that a component of the operations and maintenance of the Jail Facility is the cost associated with the housing of inmates at a jail facility other than the Jail Facility.

## **ARTICLE IX. Enrollment, Invoicing, and Payment**

**A. Invoicing.** The County shall submit an original itemized invoice containing the following information provided by the Sheriff's Office: the name and address of the Jail Facility; the name of each Confining Jurisdiction inmate, and his or her specific dates of detention; the total number of inmate days; the daily rate; the total inmate days multiplied by the daily rate; and the name, title, address, and telephone number of the local official responsible for invoice preparation. The County shall submit monthly invoices within the first fifteen (15) working days of the month following the calendar month when it provided the services to the Confining Jurisdiction.

**B. Payment.** The Confining Jurisdiction will remit funds collected for the County Jail Fund to the County pursuant to Article II. The date the County actually receives the funds shall

constitute the payment date. Within thirty days subsequent to the original twelve (12)-month term thereafter, and within thirty days subsequent to each successive twelve (12)-month term thereafter, the County shall notify the Confining Jurisdiction of the total amount of County Jail Funds received by the County from the Confining Jurisdiction during the immediately preceding twelve (12)-month term. The County shall also provide an itemized statement of the number of inmate days for which the Confining Jurisdiction is responsible to the County for the immediately preceding twelve (12)-month term.

**C. Accounting of County Jail Fund.** The Confining Jurisdiction shall report to the County the disposition of each case resolved within its Municipal Court. Information required shall be the name of the party, the offense charged, the number of days sentenced to be served at the Jail Facility, and the amount of the fine which was imposed, exclusive of the County Jail Fund penalty. Additionally, should there be the posting of bail or bond, the report should include the name of the party, the offense charged, and the amount of the bail or bond posted, exclusive of the County Jail Fund penalty. These reports shall be submitted to the County Finance Department within ten (10) business days subsequent to the date on which these cases were disposed.

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**B. Defense of suit (County).** In the event an inmate files suit against the County contesting the legality of the inmate's incarceration and/or for any other event as covered in Article X (A), including but not limited to, false arrest, malicious prosecution, and improper arrest, the Confining Jurisdiction shall move to have the County dismissed from such suit, to have the Confining Jurisdiction substituted as the proper party defendant, or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, the Confining Jurisdiction shall be responsible for the defense of any suit on these grounds.

**C. Confining Jurisdiction recovery right.** The County shall do nothing to prejudice the Confining Jurisdiction's right to recover against third parties for any loss, destruction of, or damage to the Confining Jurisdiction's property. Upon request of the Confining Jurisdiction, the County shall, at the Confining Jurisdiction's expense, furnish to the Confining Jurisdiction all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of the Confining Jurisdiction, in obtaining recovery.

**D. Other jail facility.** For purposes of these Indemnification provisions, all indemnification herein which applies to the County also applies to the jurisdiction which is housing the inmate(s) from the Confining Jurisdiction who have been transported to the jail facility by the County.

**E. Indemnification (Confining Jurisdiction).** The County shall save and hold the Confining Jurisdiction harmless, and indemnify the Confining Jurisdiction against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person (s), or loss or damage to any property, which occurs in connection with or incident to the performance of work by the County under the terms of this Agreement, and which results from negligent acts or omissions of County officers or employees to the extent permitted by law. The County shall also save and hold the Confining Jurisdiction harmless, and indemnify the Confining Jurisdiction against any and all liability claims and costs of whatever kind and nature, for bodily harm or any other similar charge brought due to some action or lack thereof by the County.

**F. Defense of suit (Confining Jurisdiction).** In the event an inmate files suit against the Confining Jurisdiction for an event covered in Article X (E) above, the County shall move to have the Confining Jurisdiction dismissed from such suit, to have the County substituted as the proper party defendant, or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, the County shall be responsible for the defense of any suit on these grounds.

## **ARTICLE XI. Financial Records**

**A. Retention of records.** All financial records, supporting documents, statistical records, and other records pertinent to contracts or subordinate agreements under this Agreement shall be retained by the County for at least three (3) years for purposes of examinations and audit. The three (3)-year retention period begins at the end of the first year of completion of service under the Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3)-year period, the records will be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three (3)-year period, whichever is later.

**B. Access to records.** The Confining Jurisdiction shall have the right to access any pertinent books, documents, papers, or other records of the County.

## **ARTICLE XII. Dispute Resolution**

**A. All Jail Facility Costs.** The County shall maintain and calculate the yearly costs of the Jail Facility. Upon request, the County shall provide the Confining Jurisdiction with a copy of the accounting records for those expenses for any subsequent fiscal years. If, after reviewing the accounting records, the Confining Jurisdiction believes that the allocation of expenses does not follow this Agreement, then the Chief Financial Officer for each of the Parties shall meet to discuss the allocation.

**Fayette County**  
**Calculation of Inmate Daily Rate for Fiscal Year 2027**  
**Attachment I**

<b>Calculation of the Inmate Day Rate:</b>		
<b>Total Annual Cost for FY 2025</b>		\$ 12,119,222.36
<b>Jail Operations</b>	\$ 12,083,622.36	
<b>Jail Capital</b>	\$ 35,600.00	
<b>Number of Days in Year</b>		365
<b>Average Daily Cost for FY 2025</b>		\$ 33,203.35
<b>Average Daily Inmate Population for FY 2025</b>		<input type="text" value="345"/>
<b>Calculated Inmate Day Rate</b>		<input type="text" value="\$96.16"/>
<b>At 75% per IGA</b>		\$72.12

**B. Other Matters.** All other disputes shall be discussed by the Chief Administrative Officers of the Parties. If the Chief Administrative Officers cannot resolve the dispute, then either or both Parties shall be free to seek a resolution in the Fayette County Superior Court.

WHEREFORE, the Parties hereby set their hands and affix their seals as of the date first above written.

BOARD OF COMMISSIONERS OF  
FAYETTE COUNTY, GEORGIA

(SEAL)

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

ATTEST:

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

Approved as to form:

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

(SEAL)



MAYOR AND COUNCIL OF THE  
CITY OF PEACHTREE CITY

By: *[Signature]*  
Peachtree City, Mayor

ATTEST:

*[Signature]*  
Peachtree City, City Clerk (Deputy)

Approved as to form:

*[Signature]*  
City Attorney

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Acceptance of the Certificate of Completion for the December 11, 2026 Fayette Beautification Project Agreement with Georgia Power for landscaping/beautifying roadway islands along Veterans parkway and construction of Whitewater Creek Nature Area.

**Background/History/Details:**

See the attached Certificate of Completion for the landscape work along Veterans Parkway and the construction of the Whitewater Creek Nature Area.

Upon acceptance of the certificate, Georgia Power shall have no further responsibility for the construction or maintenance of the Beautification Projects.

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

Acceptance of the Certificate of Completion for the December 11, 2026 Fayette Beautification Project Agreement with Georgia Power for landscaping/beautifying roadway islands along Veterans Parkway and construction of Whitewater Creek Nature Area.

**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:**

Finance staff - please add to completed projects



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

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## Memorandum

To: Fayette County Board of Commissioners  
Steve Rapson, County Manager  
Jeff Butterworth, Georgia Power Area Manager  
John Asbell, Georgia Power Area Manager

From: Phil Mallon, P.E., County Engineer

Date: June 10, 2026

Re: **Fayette Beautification Project Agreement with Georgia Power  
Certificate of Completion and Final Acceptance**

---

The December 11, 2025, *Fayette Beautification Project Agreement* between Georgia Power and Fayette County identifies a scope of work to be completed by Georgia Power, including landscaping/beautifying roadway islands along Veterans Parkway and construction of a pocket park.

As of May 28, 2026, all work is complete and the Whitewater Creek Nature Area is open to the public.

In accordance with the provisions of the Agreement, I have reviewed the completed project and determined that it was constructed in conformance with County standards and the project plans. This certificate is presented for formal acceptance by the Board of Commissioners.

Upon acceptance of this certificate, Georgia Power shall have no further responsibility for the construction or maintenance of the Beautification Projects.

STATE OF GEORGIA  
COUNTY OF FAYETTE

**FAYETTE BEAUTIFICATION PROJECT AGREEMENT**

THIS AGREEMENT (“Agreement”), made as of this 11 day of December 2025, by and between FAYETTE COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter “County”), and GEORGIA POWER COMPANY, a Georgia corporation (hereinafter “Georgia Power”).

WITNESSETH:

WHEREAS, Georgia Power is in the process of constructing electrical transmission projects in Fayette County, Georgia as part of the Ashley Park-Charles transmission line and the Ashley Park-Creola transmission line (the “Transmission Projects”); and

WHEREAS, as part of the Transmission Projects, Georgia Power is committed to working with Fayette County on the beautification projects more particularly described herein and depicted on Exhibit “A” attached hereto (the “Beautification Projects”); and

WHEREAS, County is the sole record owner in fee simple of each of the real property locations in Fayette County where the Beautification Projects will be located; and

WHEREAS, Georgia Power and County have agreed upon a design and scope of work for each of the Beautification Projects;

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by County and Georgia Power, and in consideration of the mutual covenants contained herein, County and Georgia Power hereby agree as follows:

1.

BEAUTIFICATION PROJECTS: Georgia Power and County have agreed upon the scope of work (“Scope of Work”) for each of the Beautification Projects, which include sites for landscaping/beautifying roadway islands, and one (1) site for constructing a pocket park, all as set forth in Exhibit A attached hereto and hereby incorporated herein. The Parties agree that Georgia Power has the right to hire contractors to complete the work detailed in each Scope of Work and said work will commence on or before December 31, 2025.

2.

TERM; TERMINATION: The period of performance shall commence on the last date of signature by all parties hereto and shall continue in force until the completion of the Beautification Projects described in Exhibit A. Upon completion of the Beautification Projects, ownership of all portions of the Beautification Projects including but not limited to any the real property and/or any fixtures and/or improvements to said real property shall become wholly vested in the County which will assume maintenance and repair responsibilities and all right of entry or permission to

work on said real property held by Georgia Power shall terminate. Notwithstanding any term to the contrary herein, County and Georgia Power agree that neither the limitations contained in this Agreement nor the expiration or termination of this Agreement will have any effect on any of Georgia Power's rights under any existing easements affecting the Property.

## 3.

FUNDING: County understands and acknowledges that Georgia Power is completing the agreed upon scope of work for the Beautification Projects within a finite budget of Two Million and 00/100 Dollars (\$2,000,000.00) (the "Estimated Project Cost") and with its contractor(s) as part of its Transmission Projects. Georgia Power is entitled to keep any difference between the actual cost of the Beautification Projects and the Estimated Project Cost, in the event the actual cost of the Beautification Projects is less than the Estimated Project Cost. The Parties agree that Georgia Power is under no obligation to pay any of the Estimated Project Cost directly to the County except in the event that employees or contractors employed by the County complete the work specified under any given Scope of Work, and Georgia Power agrees to pay the County for the work as set forth therein.

## 4.

OWNERSHIP: Following the completion of each of the Beautification Projects, Georgia Power shall cause a formal inspection of the Project to be made and provide a written report to the County notifying the County that the Beautification Project is ready for inspection. The County's engineer shall then review the Beautification Project. Should the entire beautification Project appear to be complete and in conformance with the County standards, the County's engineer will issue a certificate that the Beautification Project has been completed and is ready for acceptance by the County. The County's engineer's certificate of completion will be presented for consideration of the County Board of Commissioners at the first regular commission meeting after actual certification of the Beautification Project completion. If the Work does not entirely meet requirements of the standards at the time of inspection, the County's engineer will advise the County of items which require completion or correction. After completing or correcting deficiencies noted by the County's engineer together with any additional deficiencies which appear, the County shall repeat the inspection and completion process until the entire Beautification Project at the time of inspection shall appear to be in conformance with County standards. In the event that any work is damaged or discovered to be deficient after an initial inspection but prior to final acceptance, such work shall have been completed or corrected at the time of final acceptance, but this requirement shall not extend to repair of work damaged by the County. Following acceptance by the County, Georgia Power shall have no further responsibility for construction or maintenance of the Beautification Projects. County agrees to assume all ownership, maintenance and repair responsibility, and liability unrelated to construction under the terms of this Agreement for each of the Beautification Projects following the date of Georgia Power's completion of each Beautification Project.

## 5.

TRANSACTION DOCUMENTS: This Agreement and the Exhibits hereto are intended to confirm the agreement of the parties to proceed with the arrangements as identified herein. County and Georgia Power agree to negotiate in good faith as to any issue that may arise in the performance of this Agreement and/or the Scopes of Work. Any other documents deemed

necessary and required by the parties in order to finalize all terms of these transactions shall be incorporated herein following written acceptance by both Georgia Power and County. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statement, negotiations, and undertakings are suspended hereby. Neither party has relied on any representation, promise, nor inducement not contained herein.

6.

PERMITS: Georgia Power shall be responsible for obtaining all required permits including preparation and submission of all necessary and appropriate permit applications and related documents. Thereafter, County will work in good faith with Georgia Power to address questions, provide timely reviews and otherwise assist Georgia Power in obtaining required permits, permissions, and governmental approvals necessary to complete the Beautification Projects.

7.

DESIGN AND CONSTRUCTION SPECIFICATION: Georgia Power shall comply with all local, state and federal regulations and requirements. Georgia Power shall perform all work hereunder in accordance with the design and specifications of Fayette County in a prompt and professional manner in accordance with the standards of the profession.

8.

INSPECTION SCHEDULE: Georgia Power shall hold all sites upon which a Beautification Project is underway open for inspection by County staff at all times.

9.

PERFORMANCE AND PAYMENT BOND: Georgia Power, or its contractor, as the case may be, shall furnish a surety bond or multiple surety bonds for performance and payment of this Agreement as Exhibit "B" to this Agreement which is hereby incorporated herein. Said surety bonds shall equal the actual cost of the Beautification Projects.

The premium for the bonds described above shall be paid by Georgia Power or its contractor, as the case may be. A certificate from the surety showing the bond premiums is paid in full shall accompany the bonds.

The surety on the bond shall be a duly authorized corporate surety company approved to do business in the State of Georgia.

10.

INDEMNIFICATION: Georgia Power agrees to indemnify, hold harmless and defend the County and its officers and employees from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including reasonable attorney's fees actually incurred) ("Claims") arising out of any act or omission of Georgia Power, its agents, subcontractors or employees in the performance of Georgia Power's obligations in this Agreement, except to the extent caused by or resulting from the willful or intentional misconduct or negligence of County, its agents or employees. This indemnification shall automatically terminate (a) on the

one (1) year anniversary of the acceptance of the Beautification Projects by the County as to Claims resulting from the initial design or construction of the Beautification Projects, and (b) on the tenth (10<sup>th</sup>) anniversary of the anniversary of the acceptance of the Beautification Projects by the County as to Claims arising from latent defects in the Beautification Projects.

11.

NOTICES: Any notices which may be permitted or required hereunder shall be in writing and shall be accomplished by either: (i) hand delivery, in which event such notice shall be effective upon receipt; (ii) prepaid overnight courier, in which event such notice shall be effective the next business day; (iii) email with appropriate attachments; or (iv) prepaid certified U.S. Mail, in which event such notice shall be effective after three (3) business days of deposit, at the parties' addresses listed below:

If to Fayette County: Fayette County Commissioners  
140 Stonewall Ave W. #100  
Fayetteville, Georgia 30214  
Attention:  
Tel:  
Email:

If to Georgia Power:

Georgia Power Company  
241 Ralph McGill Boulevard  
BIN \_\_\_\_\_  
Atlanta, Georgia 30308  
Attention: \_\_\_\_\_  
Tel: \_\_\_\_\_  
Email:

With a copy to:

Georgia Power Company  
241 Ralph McGill Boulevard  
BIN 10180, Legal Department  
Atlanta, Georgia 30308  
Attention: Michael Arwood  
Tel: 470-345-3363  
Email: mparwood@southernco.com

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such notice.

12.

DISPUTE RESOLUTION: This Agreement shall be governed in all respects by the laws of the State of Georgia. Any disputes that arise under this Agreement shall be subject to the jurisdiction of the courts of Fayette County, Georgia or the Northern District of Georgia, as applicable.

13.

AMENDMENTS: This Agreement may be amended only in writing signed by an authorized representative of both parties.

14.

GOVERNING LAW: This Agreement will in all respects be governed by and construed in accordance with the State of Georgia.

15.

SEVERABILITY: In the event any part of provision of this Agreement is held invalid, the remainder of this MOU shall be affected thereby and shall continue in full force and effect.

*[Signatures on following page]*

IN WITNESS WHEREOF, the parties have hereunto set their hands.

Signed, sealed, and delivered  
in the presence of:

GEORGIA POWER COMPANY, a Georgia  
corporation

Heeki Or

By: [Signature]

Witness

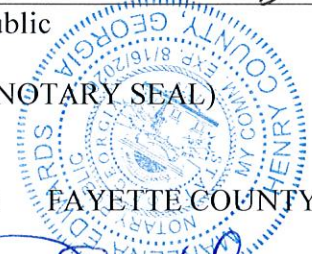
Name: Jeffrey Butterworth

Marion Edwards

Title: Area Manager

Notary public

(NOTARY SEAL)



ATTEST: FAYETTE COUNTY, GEORGIA, a political subdivision of the State of Georgia

[Signature]

By: [Signature]

Tameca Smith, County Clerk

Name: Lee Hearn

Title: Chairman



**Exhibit A**  
**SCOPE OF WORK**  
**BEAUTIFICATION PROJECTS**



**EXHIBIT B  
PAYMENT AND PERFORMANCE BOND**

[Performance and payment bond to be provided following execution of the Agreement and prior to the commencement of the work on the Beautification Projects. The parties acknowledge that work shall not commence prior to the submission of the bond(s).]

## BOARD OF COUNTY COMMISSIONERS

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

Consent #8



## FAYETTE COUNTY, GEORGIA

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

600 W. Lanier Avenue, Suite 205  
Fayetteville, GA 30214

## RETREAT MINUTES

May 13, 2026  
8:00 a.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**

Chairman Lee Hearn called the May 13, 2026 Board Retreat to order at 8:00 a.m.

#### **Invocation and Pledge of Allegiance by Commissioner Charles Oddo**

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

#### **Acceptance of Agenda**

Vice Chairman Edward Gibbons moved to accept the agenda. Commissioner Charles Oddo seconded. The motion passed 4-0. Commissioner Maxwell was absent.

**FY2025 FINANCIAL REVIEW:** Chief Financial Officer Sheryl Weinmann presented to the Board the following:

**FY2025 General Fund Review-** Chief Financial Officer Ms. Sheryl Weinmann began the financial review with the FY2025 General Fund. She stated that the County had \$30.8 million in fund balance, but not all was available for spending because it was divided into different categories. She explained that approximately \$270,000 was non-spendable for items such as inventories, 25% of the expense budget was set aside for stabilization in case of a catastrophe, another \$2 million was set aside for an additional catastrophe reserve, and \$8.3 million was set aside for the five-year CIP and capital projects. She stated that the unassigned fund balance was approximately \$602,000.

**FY2026 General Fund Revenue and Expenditure Outlook-** Ms. Weinmann then reviewed FY2026 projections and stated that property taxes were projected to come in about \$1.9 million below budget because of House Bill 581, which had made projections difficult due to the CPI and floating exemptions. She said LOST revenues were projected to come in at \$2 million under budget, with the County projecting about \$20 million against a \$22 million budget. TAVT was also projected lower, with revenues projected around \$7.5 million against a \$7.8 million budget, and she noted that those revenues were consumer-driven. Licenses and permits were projected to be about \$200,000 under budget, and she also referenced LMIG and LRA road grants.

Ms. Weinmann stated that the combined revenue impact was projected to be negative by about \$4.4 million. She explained that some expenditure savings were helping offset the revenue shortfall, with areas such as general government, judicial, public works, culture, and recreation projected to be under budget. Public safety was projected to be over budget, but staff hoped to reduce that impact through less spending during the rest of the year. She stated that net operations were projected to have a

positive impact of approximately \$791,000, but after transfers, including capital projects, the overall projected impact was a decrease of about \$500,000 in fund balance.

**Revenue Trends, TAVT, and SPLOST-** Ms. Weinmann reviewed revenue trends and stated that the real property digest was projected to increase by about \$400 million. She noted that motor vehicle collections were nearly gone because TAVT had largely replaced those revenues. TAVT revenues were projected at approximately \$7.36 million to \$7.5 million and were fairly flat compared with the prior year.

Ms. Weinmann then reviewed 2023 SPLOST revenue collections. She stated that Fayette County collected \$17.3 million in 2024 and about \$18.5 million to \$18.6 million in 2025. At the time of the presentation, the County had collected \$13.7 million for the current year. She said collections exceeded forecast by \$2.8 million in 2024 and by \$3.5 million in 2025, and that the County had collected nearly \$48 million over almost three years of the SPLOST.

**911 Fund-** Ms. Weinmann reviewed the 911 Special Revenue Fund and stated that it had approximately \$11 million in fund balance at the end of the prior year. She explained that most of the fund balance was restricted because it was part of a Special Revenue Fund, though much of it was still usable. She projected 9-1-1 revenues of about \$5.6 million, which was approximately \$250,000 under budget, but expenditure savings created a positive impact of about \$283,000. The projected fund balance was expected to increase from about \$11.2 million to nearly \$11.5 million.

**Fire Services and EMS-** Ms. Weinmann stated that Fire Services had a prior-year fund balance of \$16.7 million, with \$4.4 million set aside for stabilization and a smaller amount set aside for CIP. For the current year, property taxes were again projected lower than anticipated, but revenues were projected at \$19.4 million and expenditures at approximately \$16.8 million. After transfers for vehicles, Fire Services was projected to have a positive impact of about \$1.8 million.

Commissioner Gibbons asked about House Bill 581 and whether the County was able to use either CPI or 3%, whichever was lower, for projections. Ms. Weinmann stated that the Department of Revenue had provided a CPI figure of 2.7%, which was included in FY2027 projections.

Mr. Rapson explained that wherever possible, the County used SPLOST, ARPA, or grant funds first before using operating funds. He said this was why special revenue fund balances, especially Fire, EMS, and 9-1-1, were increasing. He also stated that property tax collections and local option sales tax collections had flattened, and that legislative uncertainty from House Bill 581 and Senate Bill 33 had affected the budget process.

Ms. Weinmann stated that many Fire and EMS vehicles and projects had been funded by ARPA, SPLOST, or other external sources, which helped delay immediate pressure on the vehicle equipment replacement fund. She also reviewed EMS, noting that the Fire millage rate had been reduced by 0.25 while the EMS millage rate had been increased by 0.5, effectively doubling the EMS rate. EMS was projected to have revenues of about \$10 million, expenditures of about \$5.7 million, and a positive impact of about \$4 million after capital and vehicle transfers.

**Water System and QTS Discussion-** Ms. Weinmann reviewed the Water System and stated that water sales were projected to be about \$1.8 million below budget. She said some of the shortfall related to the timing of AMI meters, Coweta coming online, and other projects that had not yet been fully implemented. After accounting for expenses, debt payments, CIP restrictions, depreciation, and interest income, the Water System was projected to have a change in net position of about \$4.6 million, increasing from \$106 million to \$110 million. She also stated that the Water System would make its last debt payment in October, freeing about \$3.8 million.

Mr. Rapson stated that the Water System was essentially becoming debt-free, which he described as unusual in Georgia. He discussed the AMI meter replacement project and said the County had replaced every meter in the County with state-of-the-art technology. He explained that the new system allowed staff to identify issues before customers reported complaints, which had required a major shift in customer service.

Mr. Rapson then addressed QTS water concerns. He stated that there had been misinformation on social media and explained that a May 2025 letter described volumes that had been billed. Some of those volumes represented 9, 10, or 14 months of usage

rather than one month. He stated that QTS had 13 meter connections on a loop system and that two meters had not been properly reported through the BEACON system. When the County replaced them with AMI meters, the large volumes were identified, QTS was billed, and QTS paid the bill immediately.

Mr. Rapson stated that the bill was \$147,000 and that QTS paid it at the higher construction rate, which was twice the retail rate. He said the County treated QTS the same way it would treat any other customer by issuing a bill and applying penalties only if the bill was not paid. He said the perception that QTS had secretly connected meters or hidden anything was not accurate.

Mr. Rapson explained that QTS was using about 5.2 million gallons of water per month during construction. He stated that the County produced about 14.7 million gallons per day, or about 519 million gallons per month, meaning QTS usage was less than 1% of current production and even less compared with permitted capacity. He said the water use fell into three main categories: filling and flushing closed-loop building systems, ongoing dust control and irrigation, and construction-related activity including two concrete plants and wash-down of trucks.

Mr. Rapson stated that the County had received QTS's construction plan for the remaining buildings and that all 13 meters were now on the AMI system. He said the County's Public Information Officer was coordinating with QTS's public information staff so that both parties could review communications and help provide accurate information to the public.

Commissioner Oddo stated that if a fulfillment center were being built instead of a data center, the construction-related water usage might be similar but likely would not attract the same attention. He emphasized that QTS represented about 1% of capacity and said that, in other communities, he had seen single employers use as much as 20% of water capacity. Commissioner Gibbons stated that some public concern appeared to be related to how the development looked on Highway 54 and noted that construction water use would decline after construction ended. Mr. Rapson confirmed that once construction ended, water use would be much lower because the site would primarily use water for irrigation and for approximately 200 to 300 building occupants instead of about 8,000 construction workers.

Commissioner Rousseau stated that two things could be true at the same time: QTS used a large amount of water during construction, and the County had charged and collected the bill. He said the public communication needed to emphasize that QTS had paid a higher construction rate, and that the use was related to construction.

Mr. Rapson stated that four buildings had been built, two were fully operational, the third and fourth were coming online, and 13 total buildings were planned. He said the County had QTS's construction schedule for the next two and a half years and would issue a synopsis through the Public Information Office.

**Solid Waste and Recycling**- Ms. Weinmann then reviewed Solid Waste and stated that the transfer station was in its second year under the current management firm. She said the fund had a negative impact of about \$10,000 before the General Fund transfer, which was much better than normal. With a \$65,000 transfer from the General Fund, the fund was projected to have a positive impact of about \$102,000.

Mr. Rapson credited Mr. Steve Hoffman for helping improve the fund and stated that the lease recently approved by the Board would allow the \$65,000 General Fund subsidy to go away. He said the operation would become self-supporting for the first time in a decade.

Commissioner Rousseau asked about recycling and whether it would be restored.

Mr. Hoffman stated that staff was trying to bring recycling back without funding it at the County level, working through AMWASTE partners and a lease arrangement with another company. He stated that full recycling was still not profitable and would have to be funded by someone if restored fully. Public Works Director Mr. Phil Mallon clarified that glass recycling was already working well, and that metal, aluminum, and copper had available recycling outlets. Staff discussed possible cardboard recycling and potential reuse of plastics, though plastics remained the most difficult area.

**Accountability Court, Jail Surcharge, Victim's Assistance, Drug Court, and Other Operating Funds-** Ms. Weinmann reviewed Accountability Court and projected a positive impact of about \$89,000. She stated that the Accountability Court coordinator salary had been moved to the General Fund at the beginning of FY2026, with additional revenues moved to help cover the cost.

Mr. Rapson explained that grant funding for the program gradually decreased over time, such as 80% one year and 50% later, until the County was expected to fund the position itself. Ms. Weinmann also stated that Accountability Court had taken over the former Women Infant and Children (WIC) trailer after WIC moved into the health building, and the trailer was being used for counseling and similar functions, with related utilities paid from the fund.

Ms. Weinmann reviewed the County Jail Surcharge Fund and stated that the County had transferred \$390,000 into the fund during the year, resulting in a positive impact of about \$5,000. She said the County had worked with the Sheriff's Office and other entities, including Tyrone, Peachtree City, Fayetteville, and Senoia, on increasing the daily inmate rate by 25.2%, from \$57.60 per inmate per day to \$72.12. She stated that the first day of confinement would now be billed, while the last day would still be excluded. Mr. Rapson stated that even with the changes, the subsidy would still be about \$315,000.

Ms. Weinmann stated that Victim's Assistance had been discussed at the previous retreat and that staff had decided to pay out only the money collected, creating a zero impact going forward. She said Drug Court had seen negative impacts since 2019 and that its fund balance had decreased by about 51%. Staff was discussing whether opioid funds could be used for any Drug Court programs. Streetlights was projected to have a positive impact and an ending fund balance of about \$75,000. Ms. Weinmann also stated that the Animal Sterilization Fund would be closed by the end of the fiscal year and moved into Animal Control in the General Fund.

Mr. Rapson stated that animal control expenses would show significant increases in the next budget, with one area growing from \$20,000 to about \$100,000 and medical costs reaching about \$85,000. He stated that the County would eventually have two animal control buildings and that staff would discuss Phase 2 of Animal Control later in the day.

#### Internal Service Funds and Healthcare

Ms. Weinmann reviewed Workers' Compensation and stated that there had been no settlements so far during the year. She said the projected change in position was only about a \$22,000 decrease, which she considered positive. She reviewed Dental and Vision and stated that the fund largely maintained itself, with a projected decrease from about \$5,500 to \$5,600 and a remaining fund balance of about \$52,000.

Ms. Weinmann then reviewed Major Medical. She explained that stabilization funds were held separately in the fund balance in case the County needed to walk away from its plan. The stabilization amount was being reduced from \$1.5 million to \$1.3 million based on recent conversations with Cigna. She stated that the County expected to receive at least \$2.5 million back through stop-loss reimbursement, typically in July, and that the money would be applied to claims and overdue items in the fund.

Mr. Rapson clarified that the expected \$2.5 million was not new money but reimbursement for claims previously paid above the stop-loss threshold. He stated that the County had seriously considered moving to another provider but reached a last-minute agreement with Cigna to keep the existing relationship in place. He said Cigna had been with the County for 13 years and had stepped up at the last moment. He also stated that healthcare was broken and that the County had studied reference-based pricing, including discussions with Piedmont Hospital, but hoped to keep the current plan for at least one more year.

**Tax Digest, Millage Rates, and QTS Revenue-** Ms. Weinmann moved into tax digest and millage rate projections and stated that the next year's digest was projected around \$10.9 billion using the 2.7% CPI figure. She clarified that this projection did not include possible major QTS personal property taxes, though it included a small amount from real property.

Mr. Rapson explained that QTS had two buildings under a \$2.6 billion tax abatement through the Development Authority and that the County was only beginning to see some real property digest growth. He stated that the major infusion would come from personal property tax, but staff had not included those numbers in the normalized budget presentation because of uncertainty at

the state level. He said staff would recommend treating future QTS revenue as one-time revenue and using it for capital projects until the legislature's direction became clearer.

Mr. Rapson discussed Senate Bill 33 and stated that it allowed revenue to be placed on the ballot through a local act, but that doing so would require going back through the legislative process. He said the most recent legislative session had focused heavily on eliminating income tax or rolling back property tax through homestead exemptions. He expressed concern that the state could pass legislation redirecting data center revenue to the state and then redistribute it through grants, which might not benefit Fayette County because of the County's demographics and financial profile. He said staff would present recommendations for handling future QTS revenue at the next meeting.

Ms. Weinmann continued reviewing the tax digest and noted that auto revenues had steadily decreased over many years while personal property was growing slightly. She then reviewed population, staffing, and millage rates. She showed how the EMS millage rate and Fire millage rate had changed and stated that, compared with approximately 19 similar counties, Fayette County ranked around 15th out of 19 in millage rates. She reminded the Board that some counties had one large millage rate, while Fayette County had separate rates for M&O, Fire, EMS, and 9-1-1, so comparisons had to account for the combined rate.

Ms. Weinmann also reviewed the distribution of the tax pie and stated that the Board of Education received almost 72%, Fire received about 10.3%, 9-1-1 received less than 1%, and the County received about 13% to 14%. She stated that if the County had kept the 2014 millage rate, it would have collected about \$122 million more, or alternatively, saved citizens about \$121.9 million over those years.

**Completed SPLOST Projects and Health Building**- Ms. Weinmann reviewed completed SPLOST projects and stated that the County had closed nearly \$17.3 million in CIP projects. She said the largest project was the health building, which accounted for \$15.7 million of that amount.

Mr. Rapson stated that the health building deserved more credit because it had allowed services to be co-located and helped contain costs. He said the health department was not asking for additional funding beyond what was state-mandated, approximately \$50,000, because the building allowed the operation to become more self-supporting.

Commissioner Gibbons stated that he had attended a public health meeting the previous night and that, for the first time since he had been in office, the public health system was fully staffed and fully funded for the next year. He said the building continued to look brand new and praised staff, project managers, and public health officials for their work.

Ms. Weinmann stated that it was beneficial that the County had reused an existing building.

Ms. Weinmann also reviewed completed Water System projects, stating that four projects had been completed for approximately \$743,000. She then reviewed completed SPLOST projects totaling about \$5.1 million, including a 2023 SPLOST project for the Sheriff's Watch Office.

After finishing the financial presentation, Mr. Rapson called for a five-minute break so the next presenter could set up.

The meeting recessed at 9:00 a.m.

The meeting was reconvened at 9:19 a.m.

### **Transportation SPLOST Overview**

Public Works Director Mr. Phil Mallon opened the transportation SPLOST presentation by stating that the County's largest transportation challenge remained delivering projects on schedule. He said staff continued trying to move projects forward, but the pace had not been as fast as either staff or the Board wanted. He explained that the County had been using an engineer of record, but staff planned to work with Purchasing to obtain two or three engineers of record beginning that summer because one consultant could become overloaded once assigned multiple projects.

Mr. Mallon stated that the purpose of the presentation was to review projects, acknowledge delivery challenges, and listen for Board feedback on whether staff was focusing on the right priorities. He encouraged commissioners to comment if they believed transportation staff should shift direction or focus on different projects.

## **2004 Transportation SPLOST**

Transportation Engineer Ms. Paola Kimbell reviewed the 2004 Transportation SPLOST through the County's interactive StoryMaps software. She stated that the 2004 Transportation 320 SPLOST included 19 total projects, with 17 completed and 2 evaluated with no further action.

Mr. Mallon explained that many of the 17 completed projects dated back to when Chairman Hearn served in Mr. Mallon's position. He stated that one major project included resurfacing more than 60 miles of roadway, and the program also included 16 intersection projects. The two projects evaluated with no further action were Old Ford Road at State Route 279 and Newton Road at State Route 92. He said those intersections had been studied in 2010, and at that time no further action was recommended. He added that if those locations were studied again today, staff might reach a different conclusion, but the money in that account had already been used.

Ms. Kimbell then reviewed the SPLOST projects and stated that it included 67 total projects. Of those, 36 had been completed, 1 was in construction, 3 were in right-of-way, 6 were in design, 6 had been evaluated with no further action, and 15 had no action taken. Mr. Mallon clarified that the 15 no-action projects were tied to the City of Fayetteville, Peachtree City, or GDOT and were not County projects. He also stated that the projects evaluated with no further action were generally widening or new road construction projects that were not feasible.

## **Active 2004 Transportation Projects**

Ms. Kimbell reviewed a Gantt chart and map of active projects. She first discussed the GDOT Coastline Road bridge replacement, which had been completed.

Mr. Mallon explained that the project replaced the Old Timber Bridge over the railroad, which had been historic but uncomfortable to use. He also said staff had worked with a property owner who had concerns, but the issue was between the property owner and GDOT, and staff had provided the complaint process information.

Ms. Kimbell then discussed the Veterans Parkway and Eastin Road roundabout, also referred to as the Signaling roundabout. Design had been completed, and the project was in the right-of-way phase.

The East Fayetteville Bypass was also reviewed as a new road construction project of about three miles, running from County Line Road, intersecting McDonough Road, and tying into Corinth Road.

Mr. Mallon stated that the project had been delayed because of bridge-related issues, but a major milestone had occurred when GDOT agreed to the requested conditions and submitted paperwork to the Army Corps of Engineers asking for covenants to be modified. Staff was waiting for the Corps to respond before beginning field investigations for bridge design.

Mr. Mallon added that staff might be able to build a subsection of the East Fayetteville Bypass from County Line Road to McDonough Road because that section could have independent utility, especially with increasing traffic volumes and the proposed County-owned park south of McDonough Road. He said staff would develop a cost estimate, discuss funding with Mr. Rapson, and then return to the Board if that approach appeared feasible.

Ms. Kimbell and Mr. Mallon also reviewed the Highway 85 Connector at State Route 85 project. Mr. Mallon stated that the project involved adding a traffic signal and had previously been put out to bid, but staff was reassessing it to include a parking lot to support the Starr's Mill Educational Complex. The next step was issuing a notice to proceed to the engineer for preliminary design before bidding again.

The Goza Road at Bernhard Road project was identified as a project to be evaluated under the new transportation engineer of record. The Kenwood Road path project had received a preliminary engineering grant, and staff was working through the RFO

process to select a design consultant. The path was planned from Ashley Drive to Longview, and Mr. Mallon said the project might connect to the Fayette Forward path system or a future linear park concept.

The Sandy Creek Road at Eastin Road project had also received a preliminary engineering grant, and a consultant had already been selected for design. Staff was working through traffic counts and would return to the Board for concept selection. Mr. Mallon stated that the project would be a roundabout, and staff needed to determine whether a bypass lane was needed. He also said the consultant originally used traffic volumes affected by QTS construction, which made a double-lane roundabout appear necessary, but after removing temporary construction traffic, staff believed a single-lane roundabout was more appropriate.

Commissioner Rousseau asked whether the afternoon Fayette Forward presentation would discuss Eastin Road or only Sandy Creek. Staff confirmed that Eastin Road would be part of the concept discussion. Commissioner Rousseau also asked about connections involving Eastin Road and Graves Road.

Ms. Kimbell reviewed the Highway 92 and Hampton Road project. The design had been finalized for a single-lane roundabout, a bypass lane, and a signalized R-Cut.

Mr. Mallon stated that staff needed GDOT approval of the signal from the Atlanta office, but the critical path was right-of-way acquisition. Appraisals were being updated, and the negotiation team was ready.

Ms. Kimbell also reviewed the South Jeff Davis, County Line, and Inman Road roundabout. The project had received construction funds, design had been finalized, and staff was working through the NEPA environmental process. Mr. Mallon stated that right-of-way was about 75% complete and that staff was still negotiating with some Clayton County property owners.

Vice Chairman Gibbons asked about the timing of a GDOT project, and Mr. Mallon said he would follow up with the Board by email because he did not want to rely on memory.

Commissioner Rousseau asked whether all 2004 SPLOST money had been spent, and Mr. Mallon clarified that all 2004 money had been allocated to projects but had not yet been fully spent.

### **2017 Transportation SPLOST**

Ms. Kimbell reviewed the 2017 SPLOST transportation projects and stated that there were 37 total projects. Of those, 23 had been completed, 2 were in construction, 1 was in right-of-way, 5 were in design, 3 were ongoing, and 3 were future projects.

Mr. Mallon explained that about 25% of the completed projects were paving and resurfacing projects, 20% were intersections, and 35% were studies or evaluations. He acknowledged that studies were not always exciting to the public, but he said those early studies helped the County obtain grant funding.

Ms. Kimbell showed the Gantt chart for the 2017 projects and identified three ongoing projects. Mr. Mallon referred to those as "bucket list" funds, meaning money set aside for bike paths, intersection needs, or road maintenance based on annual priorities. He stated that those buckets had become low because much of the money had already been used.

### **Starr's Mill School Tunnel, QTS Signal, and Whitewater Creek Nature Area**

Ms. Kimbell reviewed the Starr's Mill school tunnel project at Redwine Road and Robinson Road. She showed a video of the tunnel and retaining wall installation and stated that the ribbon-cutting was scheduled for 4:00 p.m. the next day. She also stated that the project had received a Project of the Year award from the Georgia chapter of APWA.

Vice Chairman Gibbons asked whether the mayor and City Council had been invited so they could speak positively about the County, and Ms. Kimbell confirmed they had been notified and invited.

Ms. Kimbell then reviewed the QTS traffic signal and guardrail project on Tyrone Road at the QTS entrance. She stated that the project had been completed.

She also discussed the Whitewater Creek Nature Area at Veterans Parkway and Eastin Road. The ribbon-cutting was scheduled for May 28. Mr. Mallon clarified that the Whitewater Creek Nature Area was not really a SPLOST project and did not use SPLOST dollars, but it had taken significant Public Works staff time over the previous six months, so it was included in the update.

### **Banks Road and Ellis Road**

Ms. Kimbell reviewed the Banks Road and Ellis Road project, which was a minor stop-control intersection with free traffic flow on Banks Road. Staff was looking at installing an interim traffic signal, and the construction bid was with Purchasing. The goal was to complete the project during the year.

Mr. Mallon stated that during the transportation plan public meeting, several residents questioned why a traffic signal was being proposed instead of a roundabout. He explained that staff hoped the location would eventually become a roundabout or be replaced by a new alignment, possibly funded and constructed by a developer. The signal was intended as a low-cost interim safety measure and would not include the pedestrian features the County normally added. Chairman Hearn stated that the improvement was much needed.

Ms. Kimbell reviewed the State Route 279 and Corinth Road project, which was a federal-aid project intended to correct the curve on Corinth Road and improve operations around Corinth Road, State Route 85, and State Route 279. The design had been finalized, and staff was working through right-of-way.

Mr. Mallon stated that right-of-way was the critical path. Staff had held an informational meeting with property owners about a month earlier, and appraisals were being developed and reviewed before negotiations began.

### **Sandy Creek and Ellison / Sandy Creek Path**

Ms. Kimbell reviewed the Sandy Creek Road and Ellison Road project, another minor stop-control intersection that had received construction grant funding. Staff had finalized the traffic engineering report and was working through a concept for a single-lane roundabout.

She also reviewed the Sandy Creek path project, which would connect the future roundabout area to the current meeting location. The project had received preliminary engineering funds, and staff was working through the RFQ process to select a design consultant. Mr. Mallon stated that the project was 55% Fayette County and 45% Fayetteville, so staff would work with legal on an intergovernmental agreement, as well as the project framework agreement required with GDOT.

### **Transportation Studies and Future Projects**

Ms. Kimbell reviewed the County's transportation studies. Six studies had been completed, two were in design, including a mineral planning study and the comprehensive transportation plan update, and one pending study involved Lee's Mill, New Hope Road, and King River.

Mr. Mallon said that during a stakeholder meeting for the transportation plan update, a GDOT Office of Planning representative stated that several major state routes were not currently on GDOT's radar for improvements. These included State Route 85 South, State Route 92, and State Route 279. She recommended that the County complete scoping studies, either locally funded or through ARC, to strengthen future requests to GDOT. Mr. Mallon said staff would likely return to the Board within six months to request approval for a State Route 279 study and possibly other locations.

Commissioner Rousseau asked whether the State Route 279 study would target a specific area or the entire corridor from State Route 85 to State Route 138. Mr. Mallon said it would likely need to cover the whole corridor.

Vice Chairman Gibbons asked about Veterans Parkway, and Mr. Mallon said Veterans would also be considered, although not through GDOT.

Ms. Kimbell identified future projects, including the Starr's Mill/Camp Creek Trail, which would connect the Starr's Mill Educational Facility to Starr's Mill High School. Mr. Mallon said staff might call it the Starr's Mill Nature Trail and use design elements from the

recently constructed facility for consistency. Future projects also included Ebenezer Church Road at Redwine Road, where staff was evaluating options such as a single-lane roundabout, and Tyrone Road at Dogwood Trail.

### **Transportation Grants**

Ms. Kimbell reported that since 2017, the County had been awarded \$24.7 million in grants, with a \$6.8 million local share and \$31.5 million in total approved costs. Mr. Mallon said the major grant-funded items included the State Route 279 project, resurfacing work, safety action projects, preliminary engineering, and transportation plan studies.

Chairman Hearn asked whether the grants were mostly through ARC and GDOT, and Mr. Mallon confirmed they were, with the safety action grant coming directly from FHWA.

Ms. Kimbell later stated that the County had \$24.4 million in grant applications under review, with a \$6.1 million local share and \$30.5 million in total project costs. Mr. Mallon stated that those requests included substantial improvements to McDonough Road, a joint Coweta County, Peachtree City, and Fayette County study on east-west connectivity, and a Redwine Road path gap-closure study. He said the local match was available and set aside.

Ms. Kimbell also reviewed future anticipated grant applications totaling \$8.4 million in grant funds, with a \$2.1 million local share and \$10.5 million in total project costs. Mr. Mallon said those were likely future phases for projects already in the TIP or with existing GDOT project identification numbers.

Vice Chairman Gibbons asked whether Peachtree City was considering a roundabout at Robinson Road and Spear Road. Mr. Rapson and Mr. Mallon said they had not heard that. Vice Chairman Gibbons stated that Spear Road was becoming an alternate route between Peachtree City and Fayetteville and that traffic levels at Robinson Road were increasing. He also raised concerns about turning movements and backup conditions near Redwine Road and related corridors.

Mr. Mallon responded that the Sheriff's Office had asked about adding a right-turn lane at one of those locations to provide some relief, and staff was evaluating whether that was feasible. He also said east-west connectivity had already emerged as a major theme from public and stakeholder input. Mr. Mallon added that the County had asked city governments to provide their project lists for the transportation plan update, but staff had not received much input to date.

Commissioner Oddo said staff should be careful if a right-turn lane was added because vehicles pulling up on the right could block sight lines for drivers turning left. Mr. Mallon agreed that this was one of the concerns being evaluated.

Mr. Rapson and Commissioner Rousseau also raised the Jenkins Road and Ellison Road area. Commissioner Rousseau said the sight line to the right was difficult, especially for younger students and older drivers, and suggested that grading or tree trimming might help. Mr. Mallon said he would inspect the area and that vegetation issues could likely be addressed if the County had right-of-way.

Commissioner Rousseau also asked about anticipated traffic increases and guardrail needs near Lee's Mill because of construction related to the soccer complex. Mr. Mallon stated that staff had a slide on that topic for the afternoon.

Commissioner Rousseau asked whether staff was considering bringing engineering services in-house. Mr. Mallon clarified that the County was not bringing engineering in-house but planned to issue an RFQ and award work to two or three third-party engineering firms. Mr. Rapson explained that multiple engineers of record would provide more capacity because projects could be distributed among several firms rather than assigned to one consultant.

Vice Chairman Gibbons added that a firm could provide multiple engineers with different specialties, allowing the County to access more expertise than one in-house person could provide. Commissioner Rousseau said he was also thinking about internal accountability and suggested that another staff engineer similar to Ms. Kimbell could be beneficial.

The meeting recessed at 9:50 a.m.

The meeting reconvened at 10:09 a.m.

**Stormwater SPLOST Update**- Environmental Management Director Mr. Bryan Keller then began the stormwater SPLOST update. He stated that the presentation would follow a format similar to prior retreats. He reviewed Category 1 projects, which involved major stormwater drainage systems where failure could involve improper operation, rehabilitation or replacement needs, or potential loss of human life. He said the two dam projects, Longview and Kozisek, were still in design and would be discussed in detail later that afternoon. Outside of those dam projects, all 16 Category 1 projects had been completed.

Mr. Keller reviewed Category 2, Tier 1 projects, which were systems needing replacement fairly quickly. Four were in design, and one was in right-of-way, Brandon Mill Circle. He said staff planned to group several Brandon Mill-area projects together, with about seven projects in that area expected to move forward soon.

For Category 2, Tier 2 projects, which also needed replacement soon, Mr. Keller stated that 11 were in design, 8 were in right-of-way acquisition, and 3 were in construction. The projects under construction included Cross Creek Trail, Darren Drive, and 140 Brandon Mill. He stated that clearing had started at 140 Brandon Mill and that pipe delivery was expected the following week. Darren Drive involved a large culvert system with triple 9-foot box culverts next to triple 9-by-5 box culverts, and because it was a one-way-in, one-way-out location, the contractor was developing a detour plan involving a temporary road.

Mr. Keller reviewed Category 3 water system projects, which were handled in-house by the Road Department or through an on-call contractor. He stated that the first set of pipes completed under the on-call contract included Butler, Cherokee, and Braswell, and the work went well. He said the County planned to use the Shockley contract more often for stormwater needs when the contractor was not handling Water System emergencies. He also praised the Road Department for replacing four of five culverts in the previous two months.

Category 4 projects included accessibility improvements and paving inverts at catch basins where concrete had not been installed properly in subdivision drainage structures. Mr. Keller said staff planned to work on Foxhall Farms and was also looking at Jeff Davis Plantation and Emerald Lake. Recently completed projects included North Bend Court, Mark Lane, and Butler Road.

### **2023 Transportation SPLOST**

Ms. Kimbell then reviewed the 2023 SPLOST transportation projects. She stated that after the 2024 reallocation, staff was actively working on three main categories: road maintenance, Creek Road new road construction, and intersection safety improvements.

Mr. Mallon clarified that the other projects were still being delivered but had been moved into other SPLOST programs.

Mr. Rapson stated that the slide showed how the Board's reallocation focused on the 2023 SPLOST and noted that the County's priority was to spend the oldest money first.

Ms. Kimbell reviewed the Creek Road new road construction project, which would create a new road from State Route 54 across from Yorktown to First Manassas. The project was near Grady Avenue and the transfer station.

Ms. Kimbell stated that Creek Road was a joint project with Fayetteville. The environmental screening and wetland delineation had been completed. The next step was the traffic engineering report, with traffic counts being collected through the comprehensive transportation plan process. She identified the intersection control at State Route 54 and the new road as the main issue because left-turning traffic would need to cross five lanes.

Mr. Mallon stated that staff wanted a traffic signal at the State Route 54 intersection but did not yet know whether GDOT would find that a signal was warranted. If not, the road might have to open as right-in/right-out only until traffic volumes supported a signal.

Commissioner Oddo asked whether Fayetteville was doing anything on Grady Avenue, and Mr. Mallon said Fayetteville had city center DRI improvements along Grady, but he did not know the specifics.

Chairman Hearn stated that the new road would take significant pressure off the Grady Avenue/State Route 54 intersection and said it would be foolish to open the road without a signal on day one. Mr. Mallon stated that the yellow alignment was on County property, but the project was a 50/50 cost-sharing project with Fayetteville and would require an intergovernmental agreement.

Commissioner Rousseau asked about traffic on Booker Avenue leading to the health center, stating that people were cutting through the neighborhood to reach a County facility. Mr. Rapson said the County had already done some traffic mitigation through signage and that the Sheriff's Office and police had also been involved. He said some of the traffic was now legitimate traffic going to the health facility, and Mr. Mallon added that any traffic calming inside city limits would need to be evaluated by the city.

### **2023 Stormwater SPLOST and Starr's Mill Educational Facility**

Mr. Keller resumed the stormwater update and reviewed the 2023 Stormwater SPLOST Infrastructure Improvement Projects. He stated that 23 projects were in design, 1 was under construction, and 7 had been completed. Some projects were split-funded with the 2017 SPLOST because staff used the oldest money first and supplemented with 2023 funds when needed.

Mr. Keller also discussed the Starr's Mill Educational Facility, which was not a stormwater SPLOST project but was being handled by Environmental Management and other staff. He stated that a bond had been issued, and staff was working to ensure funds were spent or encumbered within the required timeframe. Staff had a bid ready to bring the interior of the building to code, and a structural engineer was scheduled to inspect a small termite issue involving one beam in the center of the structure. Mr. Keller said staff hoped little or no remediation would be needed. He also stated that an engineer would help with design for a restroom, and staff hoped Mr. Hoffman could help grade a parking lot.

### **Justice Center Renovation**

Justice Center Project Manager Mr. David Jaeger then provided an update on the Justice Center renovation. He explained that the third floor had completed required demolition work. New stud walls were listed as 25% complete in the slides but were closer to 50% complete at the time of the meeting. Masonry walls around inmate holding areas and new vault areas were nearly 100% complete, and electrical, plumbing, and HVAC work had progressed beyond the numbers shown in the slide.

Mr. Jaeger stated that the original construction of the building had allowed for a temporary exterior construction elevator, and that elevator was now in place. It allowed workers and materials to access the building from the outside without using normal entrances. Contractors were also using one staff elevator at the back of the building, with the Sheriff's Office monitoring access. A rear security fence had been modified to accommodate the construction elevator and an expansion of the judges' parking lot.

Mr. Jaeger reviewed construction photos showing the elevator, metal stud framing, exposed ceilings, duct work, plumbing runs, sprinkler supply, and block wall construction for a district attorney records vault. He then reviewed how the renovated building would function once complete.

On the third floor, there would be four new Superior Court courtrooms, labeled 3A through 3D. A fifth courtroom on the lower right would serve as a flex courtroom for additional Superior Court needs or temporary use by other courts. That space could also be used as supplemental jury waiting space. The Public Defender's office would be on the lower right, and the District Attorney's office would move from the second floor to the third floor so it could be directly associated with Superior Court.

On the second floor, four courtrooms would remain across the top. State Court would occupy courtrooms 2A and 2B. Courtroom 2C would be a flex courtroom, and courtroom 2D would become Juvenile Court. Juvenile Court administration would also move to the second floor. The existing jury assembly room would remain, and the Solicitor's Office would move to the left side of the floor, gaining more space and a larger vault. The grand jury room would remain on that floor and continue to be overseen by the District Attorney's Office.

On the first floor, the Clerk of Court would remain and expand administrative offices along the back of the building. Courtroom 1A, currently used by Juvenile Court, would be renovated into a flex courtroom for magistrate overflow and probate matters requiring jury trials. Probate Court would expand its administrative offices and add counter space to better serve the public from the main atrium. Court Services would move into the area currently occupied by Juvenile Court offices.

Mr. Rapson stated that although the project was often called a third-floor renovation, the work actually affected every floor of the courthouse. He said the project was disruptive, especially because of construction noise and phased moves, but staff and the

project team were doing a good job keeping the work isolated and coordinated. He thanked Mr. Jaeger for delaying retirement and helping manage the project.

Mr. Jaeger stated that long-standing relationships with building staff had helped. He acknowledged that construction noise, including slab coring and nail guns, had affected workspaces, but staff had generally been tolerant. Monthly meetings had helped keep building staff informed. He said the third floor was targeted for completion in the fall, and the full contract completion date remained April 2027.

### **Multi-Use Recreation Facility**

Project Manager Mr. Tim Symonds then reviewed the multi-use recreation facility under construction near Kiwanis Park. He stated that the facility was a new 48,000-square-foot building with associated parking, located between Patriot Park and the ball fields.

Mr. Symonds described the building layout. The first floor included two large multi-purpose gymnasiums for basketball, pickleball, volleyball, and other activities. Between the gymnasiums were locker rooms, storage, and coaches' facilities. The left side of the building included a new suite of offices for the Parks and Recreation Department, a large community room available for public events, a warming kitchen, a meeting room, four activity classrooms that could be divided or combined, storage areas, and a weight room with gym equipment, treadmills, ellipticals, and similar equipment.

The second floor included a walking and running track around the perimeter of the gymnasiums, providing views down into the gymnasiums. Over the locker rooms, there would be an aerobics or dance area that could also be used for classes and lessons. Mr. Symonds noted that the final color scheme would differ from the architect's early renderings.

Mr. Symonds reviewed the project timeline, stating that public meetings and design work began in 2022 and continued through late 2024. Construction began after the construction manager-at-risk contract was awarded, and the former Parks and Recreation building and an old filled-in swimming pool had been removed. A groundbreaking ceremony was held in June of the prior year.

Construction completion was still scheduled for around the end of September of 2026. Mr. Symonds stated that after construction was complete, the building would still need furniture and equipment, and staff expected a public opening around the beginning of 2027.

He stated that the overall budget was just over \$23.6 million. The slide showed about \$11 million spent, but he said the actual amount spent was already over \$12 million. Additional expenditures would still be brought forward for furniture, equipment, IT, and other building needs. He said the project had experienced some delay due to the pre-engineered metal building and design issues related to attaching the mezzanine walkway, but the contractor was currently investing close to \$2 million per month in work and remained on track.

Mr. Symonds stated that contingency funds had been used for unexpected items, including road conditions leading toward the rest of Kiwanis Park where the sub-base was not adequate. He said the project still had a healthy contingency balance and was expected to finish under budget. He also explained that the building was being treated almost like two sectors: Sector A, with the white roof, was well ahead of schedule, while Sector B, the gymnasium area, was catching up.

### **Senior Services**

Senior Services Director Mr. Dan Gibbs then reviewed SPLOST projects related to the Senior Center and Senior Services. He stated that the major project was the expansion of the café and the restructuring of the Meals on Wheels packing and delivery area. The Board had approved the construction bid, but construction had not yet started because paperwork was still being completed.

Mr. Gibbs described the project as a straightforward café expansion. Two square rooms would be added to the back of the Senior Center, and the existing porch area would be enclosed for year-round use. The café served multiple purposes, including breakfast, fitness classes, lunch, and afternoon activities. The existing porch structure would be removed, and the new enclosed space would connect to the café area.

The Meals on Wheels porch area would be reconfigured to include a walk-in refrigerator and freezer. Because that would displace an existing dry storage area in the kitchen, a new dry storage area would be added to the back of the building. The project also included a new activity room and reconfigured packing areas.

Mr. Gibbs explained that construction would occur in two phases. First, staff would complete the expansion behind the café. Then the Meals on Wheels packing operation would temporarily move into the newly constructed space while the current Meals on Wheels area was reconfigured and the walk-in refrigerator and freezer were installed. After that work was complete, the operation would shift back, and the new expansion would begin functioning as café and activity space. He expected the project to take about one year to one and a half years to fully complete.

Mr. Gibbs also reviewed SPLOST funding for transportation services. He stated that SPLOST provided \$675,000 for vehicle purchases over six or seven years. To date, Senior Services had purchased six vehicles and was a little over halfway through the budgeted amount. Vehicle replacement would continue as vehicles reached the end of their useful life.

### **Meals on Wheels and Senior Services Funding**

Commissioner Rousseau asked whether Senior Services had seen an increase in the need for Meals on Wheels.

Mr. Gibbs stated that the need had absolutely increased. He explained that the number of meals delivered depended on available funding and the needs-assessment score used to determine eligibility. If more funding was available, Senior Services could lower the cutoff score and provide meals to more people with slightly lower levels of need. He stated that the need for Meals on Wheels, nutrition programs, and internal nutrition programs had increased, largely because grocery costs had risen.

Commissioner Rousseau asked whether Mr. Gibbs anticipated continued increases in need.

Mr. Gibbs stated that Fayette County's population continued to age and that there were more seniors in the County each year. He said Senior Services served about 2,000 to 3,000 of the County's estimated 25,000 to 27,000 seniors. He also said the Senior Center had about 10,000 visits per month from approximately 1,500 seniors.

Commissioner Rousseau asked whether the County needed to communicate with federal partners and whether there were concerns about federal support for services such as SNAP.

Mr. Gibbs stated that his forecast for federal funding was not optimistic. He said Senior Services was already losing federal transportation funding, with more than \$100,000 reduced at the local level, which would mean fewer dollars to transport seniors to medical appointments. He said one federal program had almost been eliminated. He also stated that ARPA and COVID-related Meals on Wheels funds were ending and were not being replaced, so he expected funding to become tighter at both the federal and state levels.

Mr. Rapson stated that the budget request included a 9% increase for Senior Services, but even with that increase and \$41,000 in support, there would still be shortfalls in some grants. He said that was why the Senior Center held fundraisers and tried to raise additional funds to cover gaps in state and federal grant funding. He said the County was doing its part but could not fully make up the entire gap.

### **Lunch Break**

The meeting recessed at 10:55 a.m.

The meeting reconvened at 11:40 a.m.

### **Legislative Session Review**

Assistant County Administrator Mr. Jason Tinsley resumed the meeting and introduced the legislative session review. He stated that the legislative session had not been simple or fun, although he intended to present it in a clear and manageable way. He noted that an electronic copy of the legislative review had been provided and that the full ACCG review could take many hours to go through.

Mr. Tinsley began with Senate Bill 33, which had passed and had been signed by the Governor. He explained that the bill authorized a 1% local homestead option sales tax, subject to voter referendum. The additional penny tax would allow a rollback of real property taxes, but only for homesteaded property. It would not apply to rental property, commercial property, or other non-homesteaded property on the digest. He stated that this shifted the burden away from homesteaded property and onto other property classes.

Mr. Tinsley also explained that Senate Bill 33 made the House Bill 581 opt-outs null and void, meaning jurisdictions that had opted out were automatically brought back in. He stated that the legislation also changed reassessment deadlines, creating additional administrative challenges.

Mr. Tinsley discussed House Bill 1116, which had not passed but had influenced Senate Bill 33. He stated that House Bill 1116 would have converted LOST into an L-HOST and would have eliminated existing intergovernmental agreements and service delivery strategies with municipal partners. It would have used sales tax revenue for homestead property tax rollback rather than applying broadly as LOST currently did. The bill also included a 3% property tax revenue cap for counties and cities, which would have required a local referendum if a jurisdiction needed to exceed that threshold.

County Administrator Mr. Steve Rapson stated that Senate Bill 33 made sense in principle because it allowed local governments to ask voters whether they wanted to use sales tax revenue for homestead relief. However, he said the process was difficult in practice because local officials would need to go through the local delegation and would be restricted by the legislative calendar and election timing. He said the bill gave legislators a soundbite that they had allowed local officials to eliminate property taxes, but he questioned whether the process would actually be viable.

Mr. Rapson also expressed concern that future state action could redirect data center-related revenue away from Fayette County. He stated that Fayette County was experiencing the local social and political effects of the data center conversation, and any revenue generated from data centers in Fayette County should remain in Fayette County to benefit residents. He stated that decisions about Fayette County property taxes should be made by the County's elected officials rather than by the state legislature.

Mr. Tinsley then discussed failed or proposed legislation that showed the state's interest in local revenue. He reviewed Senate Bill 410, which would have repealed data center sales tax exemptions but kept both state and local sales tax revenue at the state level. That revenue would have been placed into a grant fund and redistributed to other counties to help offset homestead rollbacks. He said this example supported Mr. Rapson's concerns about state-level control over locally generated data center revenue.

Mr. Tinsley also discussed other failed proposals, including a qualifications-based procurement mandate, lifetime health insurance for retired constitutional officers, a three-year data center moratorium, data center contract requirements related to power use, additional homestead and senior exemptions, limits on personal compensation for passport fees, freezes on fair market value at purchase price, statewide base-year homestead exemptions, and a separate data center property classification. He stated that the major themes of the session had been eliminating income tax and eliminating or reducing homesteaded property taxes.

Mr. Rapson and Mr. Tinsley both stated that elected officials may need to be more directly involved in future legislative conversations because legislators appeared to give more attention to elected officials than to county managers or staff.

Mr. Tinsley said staff would likely do a better job in the next session of involving the Board directly in those discussions.

### **Multi-Use Facility Hours and Fees**

Parks and Recreation Director Ms. Anita Godbee reviewed proposed operating hours and fees for the new multi-use recreation facility. She stated that the proposed regular operating hours were 10:00 a.m. to 6:00 p.m. on Sundays and 8:00 a.m. to 10:00 p.m. Monday through Saturday. She explained that the 10:00 p.m. closing time was recommended because adult sports leagues could have games at 7:00, 8:00, and 9:00 p.m., and an earlier closing time would make programming difficult.

Chairman Hearn stated that the operating hours should be treated as a flexible starting point. He said staff should come back after 60 or 90 days if adjustments were needed.

Ms. Godbee agreed and stated that the hours and fees should be considered a living document because the facility would be new and usage patterns were not yet known.

Ms. Godbee stated that the Recreation Commission recommended allowing extended reservation hours for outside groups. Under the proposal, Sunday reservations could extend to 8:00 p.m., and Monday through Saturday reservations could extend to 11:00 p.m. Additional fees would apply to cover staff time and other costs.

Ms. Godbee then reviewed proposed membership fees. Daily resident rates were proposed at \$3 for adults and teens ages 12 to 54, \$2 for children ages 3 to 11, and \$3 for seniors ages 55 and older. All non-residents, regardless of age, would pay \$10 per day. Monthly resident rates were proposed at \$20 for adults and teens, \$15 for children, and \$10 for seniors. Non-residents would not be eligible for monthly memberships and would pay the daily non-resident rate. A resident family monthly rate was proposed at \$55 for two adults and \$3 for children aged 11 and under, with \$5 for each additional child.

Commissioner Oddo asked about the difference between adult/teen and senior daily fees.

Ms. Godbee clarified that the daily rate was the same for adult residents and senior residents, but the monthly senior rate included a larger discount. She also noted that the proposal did not include discounts for veterans, wounded warriors, or similar groups and was based mainly on age and residency.

Commissioner Rousseau asked how residency would be verified and whether there would be a distinction between unincorporated County residents and residents of municipalities.

Ms. Godbee stated that anyone living within Fayette County would be considered a resident, including residents of the cities. There would not be a separate unincorporated County rate.

Commissioner Rousseau also asked about membership cards.

Ms. Godbee stated that membership cards could be used, but the department also had software that could track memberships and allow customers to check in at the front desk without needing to keep up with a card.

Mr. Rapson stated that the proposed fee structure had been vetted by the Recreation Commission but would likely receive feedback once published. He noted that questions had already come up about County employees who did not live in Fayette County and whether they would have to pay the non-resident rate. He said the County needed to keep the fee structure simple enough for front-desk staff to administer while also being fair and consistent.

Ms. Godbee then reviewed proposed reservation fees. Activity rooms and the meeting room were proposed at \$35 per hour Monday through Thursday and \$100 per hour Friday through Sunday, with a four-hour minimum and a \$300 refundable security deposit. Larger combined activity rooms were proposed at \$70 per hour Monday through Thursday and \$200 per hour Friday through Sunday, also with a four-hour minimum and \$300 refundable security deposit. The large community room was proposed at \$100 per hour Monday through Thursday and \$150 per hour Friday through Sunday, with a four-hour minimum and \$300 refundable deposit. Non-resident reservation rates would be double the resident rate.

Commissioner Oddo asked whether the rates were competitive with private industry and stated that he did not want the government undercutting private businesses. Ms. Godbee said staff compared the proposed rates to surrounding parks and recreation providers, including Peachtree City, Clayton County, Henry County, Riverdale, Fayetteville, Tyrone, Spalding County, and Coweta County. She stated that staff did not want to overcharge before seeing actual usage and that rates could be revisited later.

Commissioner Rousseau asked about potential requests from nonprofits and HOAs for discounts.

Ms. Godbee stated that the proposal did not create nonprofit discounts and used only resident and non-resident categories.

Mr. Rapson stated that staff should evaluate the first 180 days of operations before determining whether the fee structure needed to change. He said the goal was not to create a profit center, but to generate enough revenue to offset staffing and operating costs and possibly set aside some money for future capital needs.

### **Commercial Water Rates**

Water System Director Ms. Vanessa Tigert began a discussion about commercial water rates. She explained that the Water System currently had non-residential rates and residential tiered rates. The residential base rate was \$18.48 and included 2,000 gallons of water. The first tier above the base rate applied up to 20,000 gallons at \$3.23 per 1,000 gallons.

The discussion included the idea of higher commercial usage tiers and construction-related rates. Staff discussed the concept that very high users, such as those exceeding 100,000 gallons, could be charged at a higher rate while still having lower tiers available for lesser usage. The discussion also noted that residential customers generally did not use volumes as high as 100,000 gallons per month.

Vice Chairman Gibbons raised concern that increases in commercial water rates would ultimately be passed along to consumers through the cost of goods or services. He stated that the issue was not simply making businesses pay more, because those costs could contribute to inflation and eventually be paid by residents.

Mr. Rapson responded that construction activity would be charged at the higher construction rate and then would drop to a rate comparable to residential Tier 2 after construction. He stated that staff would move forward with that recommendation.

Commissioner Oddo stated that he appreciated that staff was thinking ahead about future capacity, with goal to stay ready for future demand.

Chairman Hearn expressed his hesitation on doubling the rate.

Ms. Tigert stated that the approach was an economical way to prepare the Water System to produce more water at the plant.

### **Financial Institution Tax**

Chief Financial Officer Ms. Sheryl Weinmann reviewed the County's financial institution tax collections. She stated that the County currently collected from several banks in Fayette County and had collected approximately \$115,000 so far during the year. She stated that financial institution taxes were due by March 1 and that most institutions had already paid, though some may still be outstanding.

Ms. Weinmann stated that the County did not appear to collect from all banks in Fayette County and also was not collecting from some credit unions. She said the ordinance and state law referred to depository financial institutions, and staff believed the ordinance may need to be reviewed and updated to ensure the County could collect from all eligible institutions. She said staff had compared Fayette County's ordinance language with examples from Clayton, Coweta, and Henry counties.

Ms. Weinmann stated that the County projected about \$190,000 in financial institution tax revenue for the year. She said that if the County could collect from additional eligible institutions, the amount could at least double.

Vice Chairman Gibbons asked whether the tax was required by state law or optional. Ms. Weinmann stated that the tax was required and that institutions were supposed to submit a statement by March 1 each year.

Mr. Rapson stated that Legal had not yet reviewed the issue and that staff needed direction for Legal to examine whether ordinance revisions were needed. He said the County was not incorporating any additional revenue into the budget yet because staff did not know whether the County could legally collect from all the institutions identified. He stated that if ordinance changes were needed, those changes would come back to the Board for approval.

The meeting recessed at 12:50 a.m.

The meeting reconvened at 12:55 a.m.

## **Opioid Remediation Funds**

Ms. Weinmann reviewed opioid remediation funds. She explained that the County collected settlement funds from several opioid-related settlements involving companies such as CVS, Walgreens, Publix, and others. She stated that the County began collecting those funds in early 2023 and that Exhibit E identified the types of allowable uses.

Ms. Weinmann stated that the County originally allocated \$30,000 per year to the inmate medical contract for opioid-related treatment and \$30,000 per year to Fire and EMS to purchase and distribute Narcan kits. To date, the County had received \$535,000 and spent \$172,000 because spending had been limited to \$60,000 per year. Beginning the next year, because of a change in the inmate medical care contract, the allocation for that contract would increase from \$30,000 to \$44,000.

She also stated that the Sheriff's Office was receiving training related to opioid abuse and how to manage citizens struggling with opioid issues. The Sheriff's Office allocation was expected to increase to \$82,000 going forward.

Commissioner Rousseau asked whether funds going to the Sheriff for that service were specifically earmarked.

Ms. Weinmann stated that the opioid money was held in Fund 213 and could only be used for allowable opioid-related expenses.

Mr. Rapson stated that the fund balance would be drawn down over the next four years based on the new allocations. He explained that the County was using the funds to offset eligible operational costs, consistent with how the County used specific funding sources for specific allowable purposes. Ms. Weinmann added that staff was also discussing with Drug Court whether any programs fell under the allowable uses in "Exhibit E".

## **Vision Zero Safety Initiative**

Public Works Director Mr. Phil Mallon introduced the Vision Zero Safety Initiative update. He stated that the County had a commitment to Vision Zero and was required to provide an update to elected officials. He also said staff had good news to share regarding crash reductions and had a financial request for a new grant application.

Transportation Engineer Ms. Paola Kimbell explained that Vision Zero promoted safe road usage, safe roads, and safe designs to reduce fatalities and serious injuries. She stated that the County completed and adopted its Safety Action Plan in June 2025. In December 2025, the County received a \$9.6 million implementation grant. The total project was \$12 million, with a \$2.4 million local match, and included construction of three roundabouts and comprehensive school zone and pedestrian safety improvements.

Mr. Mallon explained that one of the three roundabouts, at Morgan Mill and 85 Connector, was in the Town of Brooks and was officially a Brooks project. He stated that Brooks did not appear to have the local match available and that staff needed a decision soon so the County could determine whether that project would remain in the grant or whether funds could be reallocated.

Ms. Kimbell then discussed a new funding opportunity due May 26. Staff proposed applying for a Veterans Parkway and Lee's Mill safety project focused on roadway departures, which she stated were Fayette County's number one crash type. She noted that there had been two fatalities on Veterans Parkway in 2019 and serious injuries on Lee's Mill.

Mr. Mallon stated that the proposed application would add paved shoulders along Veterans Parkway and use remaining funds to address one or two high-priority roadway departure or crash locations on Lee's Mill. Potential improvements could include guardrails, shoulder regrading, paved shoulders, or other safety measures. The total project budget would be \$3,125,000, and staff requested local match funding of \$325,000 from 2004 SPLOST interest and \$300,000 from 2017 SPLOST interest.

Mr. Rapson stated that the 2004 and 2017 SPLOST funds had sufficient accumulated interest to support the local match, but that the Board needed to authorize staff to submit the grant application because the County did not apply for grants without an identified funding source.

Vice Chairman Gibbons made a motion to approve the application request using interest revenue from the 2004 and 2017 SPLOST funds. Commissioner Rousseau seconded. The motion passed 5-0.

Ms. Kimbell then reviewed low-cost safety countermeasures implemented with the Road Department, including signs, wider edge lines, pavement markings, striping, reflective pavement markers, all-way stops, and curb improvements. She stated that five locations had seen significant crash reductions, with 114 crashes in the five years before the improvements and a projected reduction to about 45 crashes afterward. Some locations had recorded zero crashes after improvements. She also reviewed roundabouts at New Hope Road/Brogdon Road and Redwine Road/Bernard Road/Peachtree Parkway, where crashes dropped from 25 and 37 crashes before construction to 6 crashes at each location afterward.

Mr. Mallon stated that the County's safety work was guided by both public input and crash data, and that staff was pursuing both expensive improvements such as roundabouts and low-cost countermeasures.

### **Comprehensive Transportation Plan Update**

Mr. Mallon then began the Comprehensive Transportation Plan update. He explained that the transportation plan identified needed County policies and programs, listed future short-term and long-term projects, and helped prioritize projects. He stated that projects needed to be included in a plan, preferably the Comprehensive Transportation Plan, to be eligible for outside funding.

Mr. Mallon stated that the County was updating its 2019 plan rather than starting over. The update was intended to assess major growth within and around Fayette County, including multiple Developments of Regional Impact. He said the plan would help determine whether roads such as Veterans Parkway, Tyrone Road, State Route 279, and other state routes needed capacity, safety, or operational improvements.

Mr. Mallon also discussed the Connect Fayette linear park/path concept. He described it as an effort to take the existing path and sidewalk system, create a higher standard, connect key destinations, and use a shared name with the cities so users would recognize the system. He stated that the idea would need Board support, support from other elected officials, and public buy-in.

During public engagement, staff heard support for paths, but residents also asked whether path projects would reduce vehicle trips or primarily serve recreation. Mr. Mallon said many residents had cautioned against widening roads unless absolutely necessary and preferred a better network of roads, new road construction, or filling gaps rather than automatically widening roads to four lanes.

Mr. Mallon stated that the County had nearly 600 responses to the online survey and more than 250 comments. Staff had also used a webpage, radio appearances, social media, press releases, newspapers, emails, message boards, yard signs, a public meeting, and focus groups. He said about 100 people attended the public meeting.

Public feedback emphasized safety as the top transportation priority, followed by more paths and then congestion relief. Other comments included the need for east-west connectivity, preservation of key corridors and rural character, better connections outside Fayette County, and possible interstate access improvements such as a future concept near Fairburn. Mr. Mallon stated that Fayetteville and other municipalities were involved through the stakeholder process, but staff planned to be more direct in requesting specific project input from cities.

### **Pavement Preservation**

Roads Director Mr. Steve Hoffman presented the pavement preservation update. He thanked Mr. Rapson for allowing the Roads Department to present and stated that staff wanted to show how roadway funds were spent and highlight accomplishments. He noted that a County equipment operator had twice won Georgia Equipment Operator of the Year and had placed sixth nationally one year. He also recognized staff awards, including the Golden Backhoe from Georgia 811 and recognition for administrative and pavement preservation work.

Mr. Hoffman reviewed the County's current pavement rating, which was 75.5 and in the good range. He said another pavement evaluation was expected in the fall and that staff anticipated the rating would increase because of the funds invested in resurfacing and preservation.

Mr. Hoffman then reviewed pavement preservation methods and costs. Crack sealing was the cheapest tool at about \$0.40 per square yard and was used to keep moisture from getting into pavement. Asphalt resurfacing cost about \$22.48 per square yard,

with current projects including Banks Road, New Hope, 85 Connector, Kenwood Business Park, Tyrone Road, and Lester Road. He noted that Tyrone Road work was scheduled to start the next night and would create delays.

The in-house paving crew had recently completed work at the Lake Horton parking lot and also handled patching before contractor overlays, pavement preservation work, and water line repair restoration. Hot-in-place recycling had been used on Goza Road, Chanticleer subdivision, and County Line Court at a cost of about \$5.50 per square yard. Micro resurfacing, which the County used for about eight years, cost about \$6.49 per square yard and helped stretch road dollars.

Mr. Hoffman discussed HA5 high-density mineral bond, used mainly in subdivisions and low-volume roads, at about \$4.47 per square yard. He noted that only one company provided the product, and staff planned to evaluate whether the price point still made sense. Pavement rejuvenation cost about \$1.25 per square yard and had proven effective in a test on County Line Road. A newer treatment being tested cost about \$2.55 per square yard and would be placed on top of hot-in-place asphalt.

Mr. Hoffman also discussed full-depth reclamation, or FDR, which was the most expensive method at about \$42.76 per square yard. The County was using it on Bohannon, Bethea, and Flat Creek Trail where the road had little or no rock base. FlexGuard, a thin-lift asphalt product using a specific mix design with virgin material, cost about \$17.50 per square yard and represented a direction the asphalt industry was moving.

He also discussed a soil stabilization enzyme product tested on Mud Bridge Road and another product that slowed asphalt oxidation. Mr. Hoffman stated that the County shared knowledge with surrounding counties and cities and remained active with GDOT and pavement preservation organizations. He stated that the County planned approximately 45 miles of resurfacing, rebuilding, or pavement preservation work for the year. When asked about LMIG funds, he stated the County received about \$1.2 million and expected a similar amount the following year. The total cost of the 45 miles was estimated around \$4 million to \$5.5 million when hauling and other related costs were included.

### **Fayette Forward / Countywide PATH System**

Mr. Eric Dial with Fayette Forward presented the countywide PATH system update. He stated that a task force involving the cities, towns, and County staff was using data to determine path priorities. The scoring process considered schools, population centers, commercial centers, parks, and similar destinations.

Mr. Dial stated that Fayette County currently had approximately 140 miles of paths, including about 110 miles in Peachtree City. He said the goal was to connect Tyrone, Fayetteville, Peachtree City, and the County. The preferred standard was a 12-foot-wide concrete path because it allowed two golf carts or groups of pedestrians to pass safely and created a higher-quality long-term product.

Mr. Dial described the concept as a linear park with possible art, stop stations, seating, signage, bike repair stations, cart charging stations, and selective lighting. He stated that two-thirds of all trips were five miles or less, meaning many trips could be made by bike, golf cart, or on foot. He also stated that every dollar invested in path construction could generate local business revenue, sales tax, and health benefits, and that trails and paths were a major community amenity that could increase property values.

He said the goal was to help students access schools such as Fayette County High School and Sandy Creek, while also making lakes and parks stronger destinations. He reviewed examples of path designs, including natural areas, roadside paths, main street-style paths, gateway signage, art, furniture, and safety-related signage. He noted that lighting would not be used everywhere because of cost but could be helpful in some areas for safety.

Mr. Dial reviewed a countywide map and explained that existing paths, private-property proposed paths, and paths likely requiring grants, corporate dollars, SPLOST, or public-private partnerships were shown differently. He stated that the map was intended to identify where paths should go to reach important destinations such as schools and parks. He also said that feedback from residents, such as a suggestion for a path near State Route 92 and Ginger Cake Road, would help determine whether additional routes were feasible and how many population centers they would serve.

Mr. Rapson stated that path priorities needed to be coordinated with transportation planning because paths and roads competed for some of the same funding. He said the County needed shelf-ready path projects so that if private partners or other sources offered money, the County could quickly identify engineered projects ready for construction.

Mr. Dial thanked the Development Authority for helping launch the effort after the Bentonville trip in fall 2024.

### **Phillips Lake and Kosiak Dam Projects**

Mr. Mallon updated the Board on the Phillips Lake and Kosiak dam projects. He stated that the two Category 1 dams were located in the central part of the County and that the work was required by state law and regulations. He explained that bringing a dam into compliance could involve upgrading it, breaching it, or removing downstream risk.

Mr. Mallon stated that upgrading the dams had not been financially feasible, so the Board had previously directed staff to study a breach concept. For Kosiak, the upstream dam, the proposed breach would lower the dam height by about nine feet and eliminate the permanent pool. He noted that this was significant because when the County acquired the land, the property owner had been told there would still be a pool. If the County proceeded, staff would need to revisit that issue with the property owner.

The Kosiak plan would include a gradual berm, a trapezoidal channel, a new large box culvert under Neely Road, and needed improvements to Neely Road. The area would function like a large detention pond, filling after rain and then slowly draining.

For Phillips, Mr. Mallon stated that the County could not fully remove it from dam classification because the storage needed to control downstream flooding which would exceed the dam program thresholds. The plan would leave Longview Road largely as it was, with improved shoulders and asphalt, a large box culvert, and a concrete weir wall with trapezoidal shapes to control water flow. The lake would no longer remain full on dry days.

Mr. Mallon stated that the project budget was around \$5 million if the County could maintain the grant funding, though construction costs remained uncertain. Chairman Hearn asked whether Phillips would still be classified as a Category 1 dam, and Mr. Mallon said it would remain a dam and most likely a Category 1 dam, depending on the flood analysis. Mr. Mallon stated that the next step was to meet with the Safe Dams Program and confirm that the approach was acceptable before proceeding with design.

### **Comprehensive Plan Update**

Planning and Zoning Director Ms. Deborah Bell reviewed the five-year Comprehensive Plan update, which will be due in 2027. She stated that the update was required by the Department of Community Affairs but should also be viewed as an opportunity to assess changes in the County, including growth in the cities, the data center, the "software center," Trillith, road extensions, and the East Fayetteville Bypass.

Ms. Bell stated that staff hoped to begin the process in July. Before receiving RFP responses, she had estimated a possible cost of about \$250,000 based on other plans, and ARC staff independently confirmed that estimate. Four staff evaluators reviewed the responses and all selected the same preferred vendor. The recommended vendor was Inspire Placemaking Collective, an Atlanta-area planning firm. The proposal came in slightly under \$250,000.

Ms. Bell stated that the process would include data gathering, meetings, workshops, public hearings, and Department of Community Affairs review before adoption. The anticipated schedule was to begin in July and have a finished product ready for adoption by May of the following year, ahead of the June 30 deadline. She said she would ask the Board for recommendations for steering committee and stakeholder group members, including representatives from residential, business, development, industry, environmental, bike, walk, and path interests.

Mr. Rapson stated that staff was actively discussing a possible joint Comprehensive Plan process with Fayetteville. He said if Fayetteville participated, the cost could be shared, and the County would likely need an intergovernmental agreement with the city. Staff indicated that the issue would return on a future agenda.

## **AMI Project Update**

Water System Business Operations Manager Ms. Carrie Gibby and Water System Director Ms. Vanessa Tigert provided an AMI project update. Ms. Gibby stated that the Board had approved the project and that the Water System was about one year past the end of deployment. At the start of the project, the system had about 1,000 AMI meters, 30,890 drive-by meters, and 113 large meters with no electronic capability that required manual reads. The average meter age was more than 17 years.

After the project, the system had more than 33,000 cellular meters, 52 remaining drive-by meters, and no manual-read large meters. Ms. Tigert stated that the remaining drive-by meters had been reduced from close to 100 and represented the last difficult conversions. The average meter age was now about three years, which significantly improved accuracy.

Ms. Gibby stated that the main priorities of the AMI project were revenue recovery, operational efficiency, customer engagement, transparency, and streamlining the meter-to-cash process. She stated that from 2023 to 2025, water sales increased by 9.3%, which staff attributed in part to meters reading more accurately. She also stated that leak protection program adjustments had decreased because customers could identify leaks earlier.

The Water System sent an average of about 150 leak alerts per month, helping customers address leaks sooner and saving an estimated 3 million gallons of water. Approximately 3,200 accounts, or about 10% of the customer base, were registered in the EyeOnWater portal. Ms. Tigert stated that Badger Meter's national average usage rate was about 20%, and she hoped Fayette County could reach or exceed that level.

Chairman Hearn described receiving a call from the Water System warning him of suspected water use between 2:00 a.m. and 4:00 a.m. He discovered a toilet or bathroom fixture running and said the alert would likely save him about 10,000 gallons of water that otherwise would not have been noticed until the next bill.

Ms. Gibby stated that the system had 99% communication health. At the time staff ran the report, there were 87 endpoint tamper issues, which could result from something like a vehicle parked over a meter and often resolved on its own.

Mr. Rapson stated that AMI had changed the Water System's customer service model because staff could now notify customers of problems before customers knew they existed.

Commissioner Rousseau left the meeting at 2:30 p.m.

**Animal Shelter Phase 2-** Project Manager Mr. Tim Symonds and Animal Control Director Ms. Tracy Thompson reviewed Animal Shelter Phase 2. Mr. Symonds reminded the Board that Phase 1, the new animal shelter building, had been completed the previous year. Phase 2 was planned behind the existing building and included a new rectangular kennel building, a large-animal barn, outdoor areas, open kennel areas, and a walking trail around the property.

Mr. Symonds stated that the building plan included 24 kennels and a barn area for larger animals. The design was described as fairly simple and straightforward, with the roof extending over the kennel areas to provide cover.

He stated that the architectural and civil design had progressed, and the County received the land disturbance permit from Peachtree City in February. MEJA had been appointed as construction manager at risk in January and had developed the guaranteed maximum price. The proposed project cost was \$3.372 million.

Mr. Symonds stated that the project had about \$1.9 million in available funding, leaving a shortfall of approximately \$1.5 million. Mr. Rapson explained that staff planned to recommend allocating \$1.5 million in one-time revenue to fully fund the project when the budget was transmitted on May 21. The project was expected to come before the Board for approval on May 28.

If approved, staff hoped to begin work around late June, with completion targeted for February 2027.

Mr. Rapson stated that the goal was to fully fund the building and Phase 2 improvements rather than leave the project short and require fundraising.

Ms. Thompson stated that animal advocates were supportive as long as the County kept moving forward.

Mr. Rapson also stated that the M&O budget had been adjusted to better fund medical needs and that the animal sterilization fund had been reduced to zero as part of those changes.

### **Public Safety Radio System**

911 Director Ms. Katye Vogt reviewed the Public Safety Radio System, which was a 2017 SPLOST project. She stated that the initial contract was approved in November 2018. The project added three tower sites, for a total of 10 tower sites. The contract not-to-exceed amount was \$14.9 million, and the contingency fund was \$2.75 million.

Ms. Vogt stated that staff had worked to improve audio quality through an overall system subscriber update. Municipalities brought in their radios for review, and staff checked antennas and other radio issues so they could distinguish between equipment problems and system coverage issues. She said the process also provided training and helped users learn more about their radios.

She stated that staff implemented a feature request to address concerns that dispatch was keying up over field units. The system was adjusted so field units normally had priority, but dispatch could press one button to become priority when urgent information or a call needed to be transmitted.

Ms. Vogt also discussed ES Chat, a push-to-talk product that allowed chiefs and other users outside Fayette County to connect to the radio system through a cellular device. Users could monitor and transmit through the app anywhere they had cellular service. She said it had been popular with administrators and was less expensive than a radio, making it useful as a backup option.

The radio system tested at 87% coverage in 2024, while the contract goal was 95%. At the time of the update, coverage had improved to 94%. Ms. Vogt explained that the county was divided into a grid for testing, and 95% of the grid had to meet the minimum standards set by the contract.

To improve coverage, the County moved Willow Bend equipment in Peachtree City from a site behind the library to the Huddleston Road tower, which was on higher ground. This improved coverage in Peachtree City. Staff also added a tower at Commerce to address issues in the northeast corner of the County, and both sites were online. Microwave realignment had been completed.

Ms. Vogt stated that staff was finalizing antenna upgrades and tower vendor work and would bring updated leases to the Board when ready. The timeline depended on successful antenna changeovers, and staff hoped to complete work toward the end of 2026, though coverage testing requirements could push the timeline into 2027.

She also stated that a subscriber maintenance program would be implemented, possibly with the radio shop coming to the County once a month so agencies could bring radios needing work. Staff also planned to enable and test encryption, complete system acceptance testing, test operational functionality, verify system components, test backup and failure mitigation, and conduct final coverage acceptance testing.

After the radio system update, Mr. Rapson called for a five-minute break.

The meeting recessed at 2:40 a.m.

The meeting reconvened at 2:50 a.m.

### **Tactical Driving Course**

Project Manager Mr. Tim Symonds provided an update on the Tactical Driving Course and stated that the project had been discussed since around 2019, when he, Sheriff Barry Babb, and Mr. Steve Rapson visited Bowling Green, Kentucky, while first considering the concept. Mr. Symonds stated that McElroy completed Phase 1 of the project in the fourth quarter of 2024, and Piedmont Paving completed Phase 2 in July of the following year.

Mr. Symonds explained that Phase 2 included the inner loop, wider PIT boxes, a viewing tower, additional gates, and guardrails to support vehicle training. He stated that the viewing tower had been moved from its originally planned location to provide better

visibility of the course. The total project cost was approximately \$4.9 million, with McElroy's portion costing about \$2.5 million and Piedmont's portion costing a similar amount. About \$700,000 remained in project funding.

Mr. Symonds showed aerial views of the completed work and explained that Phase 2 had been added partly because Phase 1 left too many trees in the way for training maneuvers. He described the completed viewing tower as a stacked-box structure with an internal staircase, windows, heating and air conditioning, storage space, and a nearby fuel tank.

Sheriff Barry Babb stated that the Tactical Driving Course and training academy had been a "total game changer." He said the Peace Officer Standards and Training Council had evaluated the facility when reviewing Fayette County's approval as a regional academy and had commented that no other agency in the state had a similar footprint. Sheriff Babb stated that the academy would help the County recruit, train, and retain qualified officers.

Mr. Rapson noted that the first vehicle had already been totaled at the facility during training by another agency, but Sheriff Babb stated that no one was injured and that the guardrails existed for that reason.

Mr. Symonds stated that the remaining funds could potentially be used for additional improvements, including a mock village, firing range work, and a new roof for the training academy, because the existing roof was more than 30 years old and had only been repaired when the academy building was first prepared in 2019.

County Clerk, Ms. Tameca Smith, noted that the third academy graduation was scheduled for the following day and included Chief Hill from the Fire Department, who would become POST certified.

Mr. Rapson thanked Chief Hill and acknowledged the significance of that certification.

### **Fire and Emergency Services Training Center**

Mr. Tim Symonds then reviewed the Fire and Emergency Services Training Center, located next to the Sheriff's Training Academy. He stated that the facility was intended to provide a strong training location for Fire and Emergency Services recruits and personnel.

Mr. Symonds explained that the training center included several components: a classroom building of just under 10,000 square feet, a five-story steel fire training tower, an underground pump test system for fire engines, a low-pressure gas tank simulator, a vehicle extraction area, and a driver training area with a large concrete surface for apparatus training.

He stated that the classroom building included one large room that could be divided into two classrooms, a smaller room that could also be divided, offices, a break room, and an apparatus bay that could accommodate two pieces of equipment for training. He described the facility as a strong addition to the County's public safety training area.

Mr. Symonds also reviewed the fire training tower and stated that concrete issues in the burn area had been addressed by installing fire bricks to prevent future cracking or spalling. He explained that the project had been split into two major components: McElroy handled grading and concrete work, while MEJA built the training center, erected the burn tower, and completed the remaining work.

The total cost of the Fire and Emergency Services Training Center was approximately \$9.1 million. About \$140,000 remained for possible future improvements. Mr. Symonds stated that one possible improvement was expanding parking, because staff believed the original parking lot was not large enough. Other potential improvements included fencing, additional landscaping, gate repairs, and better security features. He noted that a grant application had already been submitted for perimeter fencing, which would help separate the site from wildlife activity and provide better separation if the East Fayetteville Bypass moved forward nearby.

Mr. Rapson stated that part of the one-time revenue discussion included approximately \$2 million for EMS. He said he had asked staff to prioritize possible improvements at the training center for EMS and Fire so those improvements could be considered.

### **Community Health Building**

Mr. Tim Symonds then reviewed the Community Health Building project at the former East Fayette Elementary School. He stated that the original school building had been constructed in the 1950s and that even the youngest building on the site was at least 25 years old. The site included a gymnasium and several attached or associated outbuildings.

Mr. Symonds stated that the building had not been in strong condition when the County acquired it. It had aging drainage and roofing systems and had primarily been used by the Board of Education as a storage facility. He said the building had been filled with many stored items, which made the project challenging.

Mr. Symonds explained that the County recovered the roof rather than fully replacing it. That work was completed around the summer of 2025. He identified the rear building as the space occupied by McIntosh Trail, the mental health provider, which also operated a daycare-type program and used a large training room at the back of the site. Another small building near the parking lot was used by Emergency Preparedness for storage.

The rest of the building was divided among Public Health, Environmental Health, Emergency Preparedness, WIC, and the Coroner's Office.

Mr. Symonds stated that MEJA had been appointed as construction manager at risk with a guaranteed maximum price of \$10.979 million. MEJA started in December 2023, asbestos remediation was completed, and construction began in January 2024. The County received a certificate of occupancy on December 18, and the Department of Health moved in during January 2025. The roof recovery work was completed in May 2025.

Mr. Symonds stated that he had originally expected the project to use contingency quickly because of the building's poor condition, but the project team performed well and saved money. The project returned just under \$1 million to the budget, even after completing the roof recovery that had not originally been planned.

Mr. Rapson thanked Mr. Symonds and stated that the County had him to thank for the health building, animal control work, and the training facilities.

### **Citizen Workshop Update**

County Clerk Ms. Tameca Smith provided an update on the Citizen Workshop and discussed plans for the next program. She proposed extending the program by adding two additional weeks to allow more time for topics and to improve the experience for participants.

Ms. Smith stated that feedback from the prior program had been positive. Participants enjoyed the program, the topics, and especially the food. She said participants identified several topics they wanted to see added, including County department services related to seniors and mental health, the Health Department, the Tax Commissioner, and possibly someone from the TAG office.

Ms. Smith stated that she planned to reach out to the Health Department and related agencies located in the Community Health Building to see if they could participate. She also planned to add an administration week that would cover the County Clerk's Office, Administration, and the Board of Commissioners.

Ms. Smith also proposed adding a capstone-type project so attendees could reflect on what they learned and demonstrate the outcome of their experience. The County would then recognize participants at a Board of Commissioners meeting, as it had done previously.

The next Citizen Workshop was planned to begin in September. The proposed time remained 6:30 p.m. to 8:30 p.m., which had worked well for participants. Ms. Smith stated that the previous workshop had been scheduled for about 35 participants, reached around 30 at one point, and had about 20 to 21 people attend each session consistently. She thanked all departments for helping make the program successful.

### **Commissioner Topics and Retreat Closing**

Mr. Rapson stated that the next part of the program was reserved for commissioner topics and noted that it had been advertised that way, even though it was not visible on the printed agenda.

Ms. Smith clarified that the item had been posted on the website agenda but had shifted on the printed version.

Mr. Rapson invited commissioners to raise any topics they wanted staff to review or any issues that had not been covered during the retreat. No additional major commissioner topics were raised.

Mr. Rapson then thanked Ms. Tameca Smith, Deputy Clerk Marlana Edwards, staff, department heads, and commissioners for helping organize and participating in the retreat. He stated that the retreat had been kept to one day because staff wanted pointed direction from the Board, and he believed staff had received the direction needed.

Mr. Rapson acknowledged that staff had worked under tight deadlines and thanked everyone for their contributions.

**ADJOURNMENT:**

Mr. Rapson concluded the 2026 Retreat.

Vice Chairman Gibbons moved to adjourn the May 13, 2026 Retreat. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Rousseau was absent.

The May 13, 2026 Board Retreat adjourned at approximately 3:36 p.m.

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

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

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 25<sup>th</sup> day of June 2026. Attachments are available on request at the County Clerk's Office.

## BOARD OF COUNTY COMMISSIONERS

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

Consent #9



## 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

June 11, 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**

Chairman Lee Hearn called the June 11, 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 Commissioner Edward Gibbons**

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

#### **Acceptance of Agenda**

### PROCLAMATION/RECOGNITION:

### PUBLIC HEARING:

- 1. First of two Public Hearings on Fayette County's proposed annual budget for Fiscal Year 2027 which begins on July 1, 2026, and ends June 30, 2027.**

Chief Financial Officer Sheryl Weinmann presented an overview of the proposed FY2027 Budget, she noted that the full Budget presentation was held on May 21, 2026. This overview would include some of the slides outlined in the previous Budget presentations as well as incorporating a few amendments that needed to be brought before the Board.

In review of the General Fund Balance financial projections, she stated that the projected total Fund Balance would be \$30.8M. Ms. Weinmann stated that this amount included the CIP for next year, Emergencies as well as the Stabilization Fund were all included in that amount. She stated that the following amendments being proposed needed Board approval to be included in the proposed FY2027 Budget.

**Discussion item #1 abolishment of Griffin Judicial Circuit positions** that were previously carried on Fayette County's payroll. Ms. Weinmann explained that because the Circuit's payroll process had transitioned to a third party, the County needed to remove those positions from its own payroll effective around the end of June or July 1.

The Board discussed the number of positions involved. The discussion first referenced ten (10) positions, then clarified that there were only eight (8) positions currently under consideration. Mr. Rapson explained that the two juvenile court judge positions

required additional review because their salaries were grant funded and connected to court-mandated responsibilities. Because of those complications, Staff would continue reviewing whether those positions could be formally abolished from the County's payroll.

Vice Chairman Gibbons moved to remove the seven (7) Superior Court positions, and the Juvenile Court (1) administrative assistant from Fayette County payroll. Commissioner Oddo seconded. The motion passed 5-0.

**Discussion item #2- Griffin Judicial Circuit Budget Allocation Increase**

Ms. Weinmann stated that this item involved updated cost allocations among the counties participating in the Griffin Judicial Circuit. She explained that Fayette County's superior court cost increased by approximately \$36,000, while the juvenile court cost decreased by approximately \$23,000. The net increase to Fayette County was \$12,863.

Vice Chairman Gibbons moved to approve the \$12,863 increase for the Griffin Judicial Circuit. Commissioner Oddo seconded.

Commissioner Rousseau asked whether the \$12,863 figure was connected to the grant-funded judge positions.

Mr. Rapson stated that the number was firm because it came from the Griffin Circuit's proposed budget and allocation formula. He noted that the amount was essentially a true-up based on the allocation previously presented.

Vice Chairman Gibbons moved to approve the \$12,863 increase for the Griffin Judicial Circuit. Commissioner Oddo seconded. The motion passed 5-0.

**Discussion item #3- Property and Casualty Insurance Budget Decrease**

Ms. Weinmann explained that the initial FY2027 budget had included an estimated amount of approximately \$1.036 million because final renewal numbers were not yet available. The final renewal amount came in at \$924,008, which created a budgeted expenditure decrease of \$112,819.

Because the insurance cost was allocated across several funds, she showed how the savings would be distributed.

She noted that approximately \$76,000 of the savings would reduce the general fund expenditure budget.

Vice Chairman Gibbons moved to approve the \$112,819 decrease to the property and casualty insurance budget. Commissioner Oddo seconded. The motion passed 5-0.

Ms. Weinman stated that in anticipation of those discussion item approvals, she provided updated fund projections. The general fund impact became positive by approximately \$547,000.

**Discussion item #4- Proposed 5% Increase for Elected Officials and Constitutional Officers**

Ms. Weinmann presented a chart showing current Elected Officials and Constitutional Officers' salaries, the proposed 5% increase, and the resulting salaries if the increase was approved. The increase would take effect July 1, if adopted.

Vice Chairman Gibbons moved to approve the 5% increase for outlined Elected Officials and Constitutional Officers. Commissioner Oddo seconded.

Commissioner Maxwell asked if the affected officials had seen the chart.

Mr. Rapson confirmed that the chart had been distributed and that the officials had been copied on the information. And he had not received any rebuttal or negative feedback regarding the increase.

Ms. Weinmann noted that the total budget increase would be approximately \$64,000, including FICA and Medicare expenses.

Mr. Rapson clarified that this discussion item included four constitutional officers along with other elected officials.

Commissioner Rousseau asked if the Board of Commissioners was considered.

Mr. Rapson stated that the Board of Commissioners were considered elected officials but were excluded from this item because Commissioner compensation had to be handled differently under state law.

Commissioner Maxwell asked if the Coroner had been discussed.

The County Coroner was discussed as being compensated differently and determined based workload and the number of cases performed. He also noted that the Coroner was described as a department head and would be included in the same 5% merit process as staff.

Commissioner Maxwell stated that he wanted to ensure all necessary and applicable constitutional officers and elected officials were being considered and included and no ineligible individuals were accidentally included before it was approved to prevent having to fix it after the fact.

Mr. Rapson explained that both the District Attorney and Public Defender offices were also discussed. He noted that some of those positions were state employees, some were county employees, and some were contractual, so only eligible county-funded employees would be considered within the merit process.

Mr. Rapson explained that the various boards/authorities such as the Board of Equalization, Board of Assessors, Zoning Board of Appeals, and Planning Commission were not included either, unless the board separately chose to address them.

Vice Chairman Gibbons moved to approve the 5% increase for outlined Elected Officials and Constitutional Officers. Commissioner Oddo seconded. The motion passed 5-0.

#### **Discussion item #5- Potential compensation changes for the Board of Commissioners**

Ms. Weinmann stated that the next budget item addressed potential compensation changes for the Board of Commissioners. She explained that House Bill 85 had affected non-judicial elected officials whose compensation had previously been tied to superior court judge salaries. As a result, commissioner salaries were effectively frozen, and future increases would require a different process.

County Attorney Dennis Davenport explained two possible routes. Under the statutory route, the Board could not consider compensation during an election year between qualifying and the end of the year. The earliest the Board could consider the issue would be January 2027. After two public meetings and ordinance action, the earliest effective date would be January 1, 2029. He noted that, the alternative was a local act through the General Assembly beginning in January 2027. Under that route, the legislature could set an effective date, such as upon passage, July 1, or January 1 of the following year. These are the two options, both with delayed effective dates.

Chairman Hearn state that he requested this item be added to the agenda for consideration noting that it needed to be discussed.

Commissioner Rousseau stated that he supported the discussion of the item.

Chairman Hearn stated that in his opinion moving forward via a legislative act was his preferred approach because waiting until 2029 under the statutory process seemed too long.

Mr. Davenport stated that August or September would be advisable. The local delegation liked to receive information well in advance of the beginning of the session.

Mr. Rapson advised that a meeting with Representative Bonner, the tax commissioner, the tax assessor, and potentially other delegation members to discuss several legislative issues, was already scheduled for August this topic could be added to that meeting agenda.

Chairman Hearn stated that he supported considering a small adjustment partly to attract qualified candidates, to serve on the Board in future.

Commissioner Oddo asked whether the Board could switch between the legislative and statutory options later.

Mr. Davenport said both options would remain available, subject to the election-year prohibition between date of qualifying and the end of the year.

Commissioner Rousseau moved to approve to advance a legislative package related to commissioner compensation, but staff said they needed a specific number or percentage, such as 5%, 10%, \$5,000, or \$10,000.

Mr. Davenport stated that it may be premature to put in a percentage amount because action taken would not apply to the current budget.

Mr. Rapson stated that there were three different models with salary breakdowns and he could provide that to the Board and the discussion could continue at the next meeting or by the end of July to prepare for conversations in August.

Commissioner Rousseau expressed that he was disappointed that the numbers were not provided for the Commissioners but for all other elected and constitutional officers. He offered an amended motion.

Commissioner Rousseau moved to direct staff to prepare the numbers and present options for commissioners' compensation at the next public hearing. Chairman Hearn seconded.

Commissioner Maxwell stated that he had no interest in discussing a commissioner compensation increase. And would not vote for a pay raise for himself and believed regular commissioner pay was already fair for a part-time position. However, he would be open to considering increasing the compensation for the chairman because of the increased workload and responsibility.

Vice Chairman Gibbons agreed with Commissioner Maxwell's comments.

Mr. Davenport noted that the chairman already received higher compensation than other commissioners and said the board could treat the chairman's role differently if it chose. He stated that it was an annual vote on who would be chairman and that person would get a higher pay than the other commissioners. He stated that if the Board wanted to only look at the chairman, then that was an option.

Commissioner Oddo disagreed with separating the chairman from the rest of the board, stating that all commissioners spent time with residents, organizations, and county issues. He said the issue should be considered for future boards rather than only the current officeholders. He stated that it would really be for those coming to the Board. He stated that all commissioners are voted to attend to the needs of the residents of the county.

Commissioner Rousseau stated that the percentage of full-time commissioners was very low. He stated that constitutional officers had received raises over the years despite also having set salaries when they ran for office. He objected to the idea that commissioners should be treated differently merely because they knew the salary when they ran. He emphasized the time, effort,

ethical responsibilities, and commitment required of commissioners. Of which he carried fully and felt that commissioner should be appropriately compensated for the work that they do. He also stated that consideration for compensation for only the chairman was particularly disingenuous because he had been told by some of his colleagues that he would never be voted in as the chairman. So, if considered via that approach he would never have the opportunity to serve in that role, essentially preventing him from ever receiving a raise. He asked for a favorable vote to support at least having staff prepare options.

Commissioner Rousseau moved to direct staff to prepare the numbers and present options for commissioners' compensation at the next public hearing. Chairman Hearn seconded. The motion passed 3-2, with Vice Chairman Gibbons and Commissioner Maxwell voting in opposition.

**Discussion item #6- Planning and Zoning Staffing Request**

Ms. Weinmann stated that this item stemmed from a request from Commissioner Rousseau regarding staffing support for the Planning and Zoning Department. She presented costs for either a part-time or full-time zoning technician. The part-time position was estimated at approximately \$29,000, and the full-time position was estimated at approximately \$69,000. Ms. Weinmann stated that staff did not recommend creating a new position at that time because changes to the occupational tax certificate process and online application workflow were expected to shift some workload back to the Finance Department. Citizens would be able to enter data through the system either on-site or off-site.

Commissioner Rousseau thanked staff for reviewing the issue. He said he believed the department was under pressure because of increasing zoning applications and the upcoming comprehensive plan work. However, he deferred to staff's reassessment.

Ms. Weinmann stated that revenues were above expenses. The relationship between population and staffing increased. Fayette County current population was 127,190.

Unincorporated Fayette County is ranked 15 of 19 for the lowest millage rate across several local counties.

Ms. Weinmann concluded the presentation with the following budget highlights:

- Millage Rate Remains at 3.763
- General Fund impact from maintenance & operations is positive.
- Proposed Budget increases General Fund Balance \$547,154
- Funds Rolling 5 Year Capital Improvement Program of \$3,931,434
- Changes in Personnel levels protect the existing outstanding service delivery to our Citizens.
- Budget continues to maintain the commitment to balance current year revenues with current year expenses.
- Maintains Employee Benefits – Medical/Dental/Vision & Retirement
- County-Wide departmental cooperation continues to yield positive results.

The second public hearing and budget adoption will be held on Thursday, June 25, 2026, at 5:00 p.m.

**Mrs. Alice Jones of Fayetteville** praised Ms. Weinmann for her knowledge and understanding of the budget process as highlighted in a productive meeting they had earlier in the week. Mrs. Jones then raised concerns about data centers, tax abatements, power transmission lines, water quality, property devaluation, and the impact on long-term taxpayers. She also stated that large transmission power lines were affecting areas including Highway 54, Tyrone, Graves Road, and Veterans Parkway. She urged county leaders to appeal to the State of Georgia for a moratorium on eminent domain. She said residents were being forced to choose between accepting compensation and leaving or staying with large power lines affecting their property and lifestyle. Mrs. Jones concluded raising concerns about staffing representation in county offices, especially licensing and property tax offices. She said the county needed better representation for residents who looked like her.

**PUBLIC COMMENT:**

**CONSENT AGENDA:**

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

2. **Approval to acquire all fee simple right-of-way and easements for the proposed 2017 SPLOST; Stormwater Category II, Tier II Project 391 Grant Road (25SAC) Culvert Replacement.**
3. **Approval to acquire all fee simple right-of-way and easements for the proposed 2023 SPLOST; Stormwater Category II, Tier I Project 503 Westbridge Drive (S25AA) Culvert Replacement.**
4. **Approval to acquire all fee simple right-of-way and easements for the proposed 2017 SPLOST; Stormwater Category II, Tier I Project 517 Westbridge Drive (17SAP) Culvert Replacement.**
5. **Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Dan Fields, Agent for Canoe Club Community Association in the amount of \$6,832.10 for tax year 2025.**
6. **Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Andrew Mansen, in the amount of \$447.08 for tax years 2023 and 2024.**
7. **Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Board of Assessors on behalf of Farrell L. Pitts Estate, in the amount of \$3,682.57 for tax year 2025.**
8. **Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Brittney Turner, in the amount of \$389.12 for tax year 2025.**
9. **Approval of the May 21, 2026, Special Called Meeting Minutes.**
10. **Approval of the May 28, 2026, Board of Commissioners Meeting Minutes.**

**OLD BUSINESS:**

**NEW BUSINESS:**

11. **Request to approve the Intergovernmental Agreement for Funding for the Griffin Judicial Circuit Between Fayette County, Georgia, Pike County, Georgia, Spalding County, Georgia, Upson County, Georgia, and the Griffin Judicial Circuit.**

Mr. Rapson stated that this item was seeking approval of the Intergovernmental Agreement for Funding for the Griffin Judicial Circuit Between Fayette County, Georgia, Pike County, Georgia, Spalding County, Georgia, Upson County, Georgia, and the Griffin Judicial Circuit. He noted that Pike County had approved the agreement and that the other counties were expected to approve. The agreement addressed how the Griffin Circuit budget would be allocated among the participating jurisdictions in the circuit.

Vice Chairman Gibbons moved to approve Intergovernmental Agreement for Funding for the Griffin Judicial Circuit Between Fayette County, Georgia, Pike County, Georgia, Spalding County, Georgia, Upson County, Georgia, and the Griffin Judicial Circuit. Commissioner Oddo seconded.

Commissioner Rousseau asked what if the other jurisdictions decided not to approve the IGA, would the County be stuck. Mr. Davenport stated that there were always remedies, and if necessary, they would determine what applied.

Commissioner Rousseau expressed his reservations about approving the IGA, not knowing if the remaining jurisdictions would.

Mr. Davenport explained that a major sticking point was the allocation methodology, but the agreement used an objective state website showing reported case counts for each county. That data would determine the allocation percentage and could be revisited annually as the numbers changed.

Chairman Hearn thanks Mr. Rapson, Mr. Tinsley, and Mr. Davenport for their efforts in get this handled.

Vice Chairman Gibbons moved to approve Intergovernmental Agreement for Funding for the Griffin Judicial Circuit Between Fayette County, Georgia, Pike County, Georgia, Spalding County, Georgia, Upson County, Georgia, and the Griffin Judicial Circuit. Commissioner Oddo seconded. The motion passed 5-0.

**12. Request to award FY 2027 Property & Casualty Insurance coverage, in the amount of \$924,008 to the Association of County Commissioners of Georgia (ACCG).**

Mr. Rapson stated that this item considered the property and casualty insurance renewal, consistent with the budget adjustment discussed earlier. The renewal amount was \$924,008 through ACCG.

Vice Chairman Gibbons moved to award FY 2027 Property & Casualty Insurance coverage, in the amount of \$924,008 to the Association of County Commissioners of Georgia (ACCG). Commissioner Oddo seconded. The motion passed 5-0.

**13. Request to approve the Board of Assessors' recommendation to deny a disposition of tax refund, as requested by United Spirit of America Inc. dba Warrior Win Your Battles for tax year 2025.**

Chief Assessor Lee Ann Bartlett presented a request to deny a tax refund for United Spirit of America, doing business as "Pay for Win Your Battles,". She explained that the assessed value on the personal property account was less than what the taxpayer had reported on the personal property return. Because the assessor's office could not identify an error and had used the taxpayer's own reported figures, staff recommended denial of the refund.

Vice Chairman Gibbons moved to deny a disposition of tax refund, as requested by United Spirit of America Inc. dba Warrior Win Your Battles for tax year 2025. Commissioner Oddo seconded.

Commissioner Maxwell asked if the property owner was present.

Ms. Bartlett stated, no.

Vice Chairman Gibbons moved to deny a disposition of tax refund, as requested by United Spirit of America Inc. dba Warrior Win Your Battles for tax year 2025. Commissioner Oddo seconded. The motion passed 5-0.

**14. Consideration of an agreement with Neal W. McEwen and Patricia H. McEwen regarding the status of permitted structures on their property located at 413 Morgan Mill Road.**

Mr. Davenport presented an agreement involving Neil W. McHuan and Patricia H. McHuan. The issue involved two structures that had been approved on a residential property. Although each structure had been permitted individually, together they did not comply with county code. Because the property owners had made substantial expenditures after receiving county approvals, the Board had previously determined that it was in the best interest of the county and the property owners to enter into an agreement allowing the structures to remain as long as they stood.

The agreement also included an option for the county to pay to enclose the breezeway between the two structures, which would make them one structure. The owners did not want to enclose the breezeway immediately because they liked it and felt enclosing it would change the character of the property. However, they wanted to keep the option open until the end of the year.

The agreement stated that if one of the structures was destroyed, the owners could not simply rebuild the same nonconforming structure. Current ordinances would apply before any new permit could be issued.

Vice Chairman Gibbons moved to approve an agreement with Neal W. McEwen and Patricia H. McEwen regarding the status of permitted structures on their property located at 413 Morgan Mill Road. Commissioner Oddo seconded. The motion passed 5-0.

**15. Consideration of Resolution 2026-12 to provide a homestead exemption from Fayette County ad valorem taxes.**

County Administrator stated that the next item was consideration of Resolution 2026-12, related to a homestead exemption from Fayette County ad valorem taxes and a proposed local homestead option sales tax, referred to as LHOST. He explained that the matter was being expedited because of deadlines associated with a special legislative session.

Mr. Davenport explained that the issue was complicated because it required not only county action but also action by each city in Fayette County. The proposal would do more than levy or collect a tax; it would redefine the homestead exemption, so each city would need its own local act as a taxing jurisdiction.

Vice Chairman Gibbons moved to approve Resolution 2026-12 to provide a homestead exemption from Fayette County ad valorem taxes. Commissioner Oddo seconded.

Commissioners Maxwell stated that the Board received a letter from the five mayors raising concerns about how the proposal could change municipal tax collections, especially for less-developed cities. He noted that the public would need significant education because the issue changed how taxes were collected and applied.

Mr. Davenport explained that the county learned of the issue only the previous Thursday afternoon and had to meet a Friday noon deadline to place a required advertisement in the newspaper. He said the proposed legislation included a possible start date of January 1, 2027, but 2026 legislative changes made it uncertain whether that date was feasible. He also said the resolution needed "a number of" years for the levy, with the statute allowing up to ten years.

Commissioner Maxwell expressed discomfort with the compressed timeline and the phrase "imposing a local homestead option sales tax," even though the purpose was to offset property taxes through homestead exemptions, it needed to be broken down and explained in detail.

Mr. Davenport clarified that approving the resolution tonight would not guarantee implementation; it would preserve the opportunity for the discussion to continue through the legislative and referendum process.

Commissioner Rousseau asked whether the proposal would go on the November ballot and whether it was statewide or county specific.

Mr. Davenport explained that the local act would include the referendum question, and voters in the county and cities would decide whether to implement it in their jurisdictions.

Commissioner Oddo stated that theoretical as presented this would provide a way for residents to lower the property taxes. He noted that if approving this resolution maintained an avenue to further this discussion, he was in support of it.

The board then discussed the blank term in the resolution and agreed to fill it with 10 years, the maximum allowed.

Vice Chairman Gibbons moved to amend his motion to include the 10-year term. Commissioner Oddo amended his second. The motion passed 5-0.

**ADMINISTRATOR'S REPORTS:**

### **Hot Projects**

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

### **Comprehensive Plan Analysis**

He also updated the Board on efforts to coordinate a comprehensive plan analysis with the City of Fayetteville. Fayetteville was expected to consider a vendor recommendation at its June 18 meeting. If approved, Fayette County planned to approach the same vendor the following day for a separate contract so the county could piggyback and conduct a joint comprehensive plan process with Fayetteville. Staff from both governments were described as excited about the possibility.

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

**Notice of Executive Session:** County Dennis Davenport stated that there were five items for Executive Session. Three items involving threatened litigation, one item involving pending litigation, and the review of the May 28, 2026 Executive Session Minutes.

### **COMMISSIONERS' REPORTS:**

#### **Commissioner Rousseau**

Commissioner Rousseau praised Library staff for the strong community response to the summer children's program. He also acknowledged receiving Velma Kelly's letter regarding a car show and invited her to reach out. He mentioned the county website's accessibility compliance. County Clerk Tameca Smith reported that government websites were required to comply with ADA web accessibility standards and that Fayette County's website had received a report showing 100% compliance. Commissioner Rousseau congratulated staff, department heads, and leadership for the accomplishment. He concluded returning to the legislative discussion and encouraged the county to communicate with the full local delegation rather than only individual representatives. He said the county should try to maintain as much cohesion as possible with the delegation.

#### **Commissioner Oddo**

Commissioner Oddo noted that June 14<sup>th</sup> was Flag Day and encouraged residents to display the American flag during Flag Week, June 14 through June 20. He spoke about the flag's importance, the service of family members in World War II, and the need for unity.

#### **Vice Chairman Gibbons**

Vice Chairman Gibbons added that June 14 was also the United States Army's birthday, marking 251 years since the Army was constituted.

#### **Juneteenth Holiday**

Mr. Rapson also noted that next Friday was Juneteenth (June 19th), a county holiday and county offices were closed.

Commissioner Rousseau mentioned that there would be a Juneteenth program held at the courthouse.

#### **Commissioner Maxwell**

Commissioner Maxwell reported attending the opening and naming of the intersection at Veterans Parkway and Highway 92 as the Randall Johnson Intersection. Randall Johnson attended with his family, and Commissioner Maxwell noted Johnson's long public service. He also reflected on a recent trip to France, where he visited Omaha Beach on June 4, two days before the D-Day anniversary. He described seeing reenactors, military vehicles, uniforms, and the cemetery. He encouraged others to visit the site to better understand what soldiers endured.

He concluded, stating that he would not be at June 25<sup>th</sup> BOC meeting, it was his wedding anniversary. He did acknowledge that he was in support of the Budget and would vote for it if he was present.

**Vice Chairman Gibbons**

Vice Chairman Gibbons agreed with Commissioners Maxwells comments regarding support of he FY2027 Budget.

**EXECUTIVE SESSION:**

Three items involving threatened litigation, one item involving pending litigation, and the review of the May 28, 2026 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 6:16 p.m. and returned to Official Session at 6:36 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 May 28, 2026 Executive Session Minutes:** Commissioner Oddo moved to approve May 28, 2026 Executive Session Minutes. Vice Chairman Gibbons seconded the motion. The motion passed 5-0.

**ADJOURNMENT:**

Vice Chairman Gibbons moved to adjourn the June 11, 2026 Board of Commissioners meeting. Commissioner Oddo seconded. The motion passed 5-0.

The June 11, 2026 Board of Commissioners meeting adjourned at 6:37 p.m.

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

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

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 25<sup>th</sup> day of June 2026. Attachments are available upon request at the County Clerk's Office.

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

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Request to approve a recommendation from the Selection Committee, comprised of Commissioners Lee Hearn and Edward Gibbons to reappoint Darryl Hicks to the Fayette County Development Authority to fulfill a four-year term beginning April 10, 2026 and expiring April 9, 2030.

**Background/History/Details:**

The Fayette County Development Authority is comprised of nine members. Five of the members are appointed to at-large positions by the Fayette County Board of Commissioners for four-year terms. Three members are appointed by the City of Fayetteville, the City of Peachtree City, and the Town of Tyrone, respectively. The remaining position is a member of the Peachtree City Airport Authority.

Fayette County's Development Authority sets policy, determines annual goals and serves as a liaison between the business community and local government. This board utilizes individual talents and experiences in building consensus in an effort to facilitate an improved business climate, diversified economic base, and a steady economy that results in benefits for every citizen, business owner, and government in Fayette County.

This open seat was posted for 90 days and eleven (11) applicants submitted applications.

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

Approval to reappoint Darryl Hicks to the Fayette County Development Authority to fulfill a four-year term beginning April 10, 2026 and expiring April 9, 2030.

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

Not Applicable.

Has this request been considered within the past two years?

If so, when?

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

Backup Provided with Request?

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

Approved by Finance

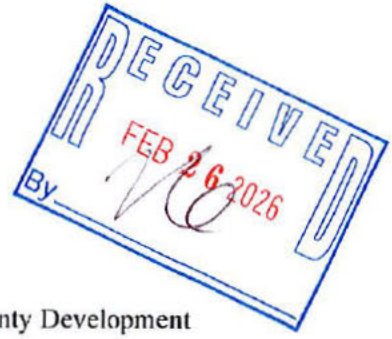
Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**



APPLICATION FOR APPOINTMENT
Fayette County Development Authority

Thank you for your interest in being considered for appointment to the Fayette County Development Authority.

Applicants must be a legal resident of the State of Georgia and have been a resident of Fayette County for at least six months prior to the date an application is submitted.

The Fayette County Development Authority is comprised of nine members. Five of the members are appointed to at-large positions by the Fayette County Board of Commissioners for four-year terms. Meetings are typically held on the fourth Thursday of each month at 4:00 p.m. at the Historic County Courthouse, which is located in the center of Fayetteville. Please do not apply if you will be unable to attend a minimum of eighty percent (80%) of all meetings. Applicants are encouraged to attend as many Fayette County Development Authority meetings as possible in an effort to become familiar with the responsibilities of the post.

Please take a few minutes to complete the application and return with a resume, if available, via email to Tameca Smith, County Clerk, at twhite@fayettecountyga.gov or at 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 no later than 5:00 p.m. on Friday, March 25, 2022.

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

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

NAME Darryl A. Hicks

ADDRESS 245 Oak Manor, Fayetteville GA 30214

TELEPHONE (day) [Redacted]

(evening) Same

(email address) [Redacted]

Signature Darryl A. Hicks

Date 2/26/20

**APPLICATION FOR APPOINTMENT  
Fayette County Development Authority**

1. **How long have you been a resident of Fayette County?** 22 years
2. **Why are you interested in serving on the Fayette County Development Authority?** I am interested in continuing my efforts to help Fayette County be the place where it's citizen want to live and raise their family. I want Fayette County to be the premier county to live in, and I want to be a part of creating that future.
3. **What qualifications and experience do you possess that should be considered for appointment to the Fayette County Development Authority?** I have been an active member of the FCDA for the past twelve years and have served as board chair for 10 years.
4. **List your recent employment experiences to include name of company and position.** I am currently employed by Equity Services Incorporated as a Financial Advisor.
5. **Do you have any past experience related to this position? If so, please describe.** Yes, see answer #3 above.
6. **Are you currently serving on a commission/board/authority or in and elected capacity with any government?** Yes, I serve on the FCDA.
7. **Have you attended any Fayette County Development Authority meetings in the past two years and, if so, how many?** Yes, I have attended all but two board meetings in the past 12 years.
8. **Are you willing to attend seminars or continuing education classes at county expense?** Yes.
9. **What is your vision of the county's future related to the duties of the Fayette County Development Authority?** To recruit high-quality companies that are a good fit for our communities. I strive to position Fayette County as a high-caliber community that attracts innovative companies to locate and expand here. Thereby, creating a community that citizens love to call home.
10. **Would there be any possible conflict of interest between your employment or your family and you serving on the Fayette County Development Authority?** No
11. **Are you in any way related to a County Elected Official or County employee? If so, please describe.** No.
12. **Describe your current community involvement.** I am involved in many areas of the community. For example, I am involved with FCDA, the Fayette Chamber, and the Fayette Forward, as chair of that organization. I routinely meet and talk with many of the elected officials in the county.
13. **Have you been given a copy of Fayette County's Ethics Ordinance?** Yes.
14. **Is there any reason why you would not be able to comply with the County's Ethics Ordinance?** No.

# **OTHER APPLICANTS**



APPLICATION FOR APPOINTMENT  
Fayette County Development Authority

Thank you for your interest in being considered for appointment to the **Fayette County Development Authority.**

Applicants must be a legal resident of the State of Georgia and have been a resident of Fayette County for at least six months prior to the date an application is submitted.

The Fayette County Development Authority is comprised of nine members. Five of the members are appointed to at-large positions by the Fayette County Board of Commissioners for four-year terms. Meetings are typically held on the fourth Thursday of each month at 4:00 p.m. Please do not apply if you will be unable to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Fayette County Development Authority meetings as possible in an effort to become familiar with the responsibilities of the post.**

Please take a few minutes to complete the application and return with a resume, if available, via email to Tameca Smith, County Clerk, at [tsmith@fayettecountyga.gov](mailto:tsmith@fayettecountyga.gov) or at 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 **no later than 5:00 p.m. on Friday, March 13, 2026.**

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

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

NAME : \_\_\_\_\_ Max Braun \_\_\_\_\_

ADDRESS : \_\_\_\_\_ 140 Ardenlee Drive  
Peachtree City GA 30269 \_\_\_\_\_

TELEPHONE : (cell) \_\_\_\_\_ (home) \_\_\_\_\_

EMAIL ADDRESS :  
\_\_\_\_\_

\_\_\_\_\_  
*Max Braun*  
Signature

\_\_\_\_\_  
3/12/2026  
Date



APPLICATION FOR APPOINTMENT  
Fayette County Development Authority

1. How long have you been a resident of Fayette County?
2. Why are you interested in serving on the Fayette County Development Authority?
3. What qualifications and experience do you possess that should be considered for appointment to the Fayette County Development Authority?
4. List your recent employment experiences to include name of company and position.
5. Do you have any past experience related to this position? If so, please describe.
6. Are you currently serving on a commission/board/authority or in and elected capacity with any government?
7. Have you attended any Fayette County Development Authority meetings in the past two years and, if so, how many?
8. Are you willing to attend seminars or continuing education classes at county expense?
9. What is your vision of the county's future related to the duties of the Fayette County Development Authority?
10. Would there be any possible conflict of interest between your employment or your family and you serving on the Fayette County Development Authority?
11. Are you in any way related to a County Elected Official or County employee? If so, please describe.
12. Describe your current community involvement.
13. Have you been given a copy of Fayette County's Ethics Ordinance?
14. Is there any reason why you would not be able to comply with the County's Ethics Ordinance?

Max X. Braun  
140 Ardenlee Drive  
Peachtree City, GA 30269

1. How long have you been a resident of Fayette County?

I have resided in Fayette County since September 2017.

2. Why are you interested in serving on the Fayette County Development Authority?

The Fayette County Development Authority has a unique opportunity to shape and influence the future of our county from many different angles. We moved here in 2017 to start a family, in the hopes that we would retire in Fayette and that our two daughters would one day want to raise families of their own here in Fayette. The Fayette County Development Authority is able to support and grow educational opportunities such as the Center of Innovation and Launch Fayette that provide tangible opportunities to students in our community. The Fayette County Development Authority has attracted and retained high quality jobs that pay a wage that allows employees to live here in Fayette County. I want to be part of the team that helps steward our County and the opportunities that it affords us for the next generation, while continuing to provide one of the best environments for families in the state, today.

3. What qualifications and experience do you possess that should be considered for appointment to the Fayette County Development Authority?

- I served as the Peachtree City Airport Authority's appointment to the Fayette County Development Authority Board from 2020-2025 and I uniquely understand that challenges and opportunities facing the Fayette County Development Authority.
- I have prior board experience including two years as a chairman of the board, which provided experience working towards consensus with a board, incorporating stakeholder feedback, and communicating board and organizational priorities to the public.
- I have completed Economic Development Board Member Training through the University of Georgia.

- I have nearly 15 years of professional experience consulting to Federal and municipal agencies, I understand the nuances of organizations that ultimately answer to the public.
- I am active in the Fayette County business community and would plan to leverage those relationships to support the initiatives of the Fayette County Development Authority.

4. List your recent employment experiences to include name of company and position.

Senior Team Lead, Supply Chain – Chick-fil-A Corporation

October 2022 – Present

Managing Consultant – Ricondo and Associates, Inc.

December 2013 – October 2022

5. Do you have any past experience related to this position? If so, please describe.

I served on the Fayette County Development Authority Board from 2020-2025.

During my time on the Fayette County Development Authority Board I spearheaded multiple initiatives, including partnering with the President/CEO in the development of the organization's leadership structure as well as the Fayette County Development Authority's recently released strategic plan.

6. Are you currently serving on a commission/board/authority or in an elected capacity with any government?

I am not currently serving on a commission, board, or authority at this time.

7. Have you attended any Fayette County Development Authority meetings in the past two years and, if so, how many?

Yes, I have attended 15 meetings in the previous 24 months.

8. Are you willing to attend seminars or continuing education classes at county expense?

Yes, I would welcome that opportunity.

9. What is your vision of the county's future related to the duties of the Fayette County Development Authority?

I think there are three core areas that the development Authority should focus on to preserve the unique benefits of Fayette County to its residents and businesses, while growing in a way that can meet the needs of our County in an ever changing and developing world. The Fayette County Development Authority has a supporting role to play alongside all stakeholders in our County. While the Fayette County Development Authority may have unique strengths or abilities in certain areas, at the end of the day, the Fayette County Development Authority needs to be a partner with local governments, businesses, and community groups to execute a shared mission.

1- Support in the attract and retain young working families

Families with school aged children are a life blood for our community, supporting the school system, our tax base, residential property values, and local businesses. The Fayette County Development Authority has a unique role to play in attracting the types of businesses that can pay the wages that support living in Fayette County. Through its existing initiatives with the Fayette County Board of Education (Center of Innovation and Launch Fayette), they are establishing differentiating educational resources that set our County apart from others as a destination of choice for people looking to relocate. It is critical that the County not lose the momentum that the various stakeholders have built, and the Fayette County Development Authority can continue to put energy behind those types of initiatives.

2- Support an economy that allows small business to grow and thrive

Small businesses are critical to the creation of jobs and wealth. The current national environment increasingly challenges entrepreneurs and stymies innovation. The FCDA has a history of partnership with the Chamber of Commerce growing local businesses, and needs to be closely involved with local stakeholders to create and foster the small business community. Launch Fayette has been a successful incubator for start up entrepreneurs, but other opportunities exist. Workforce development is an area the FCDA is uniquely positioned to support. Fewer students are opting to work in the trades, yet some of our biggest employers struggle to find highly skilled tradesmen. The FCDA has

the opportunity to support and create real job training programs that allow our students to gain employment shortly after high school and often in jobs that pay wages that can live in Fayette. The Fayette County Development Authority must continue to be a leader in this space.

- 3- Steward the resources of the Development Authority as a multi-generational asset to serve Fayette County

The Fayette County Development Authority now has resources in talent and funding that five years ago few could have imagined. Through the stewardship of the Fayette County Development Authority Board and Leadership those resources have been maintained and grown.

The Fayette County Development Authority faces a unique challenge where it is necessary to put some of those resources into action today to benefit our County, while also ensuring that these funds are preserved in a way that our children will one day be able to make decisions of how best to invest in their County and future, as a result of the hard work done by the Fayette County Development Authority over these past four years.

If selected to serve our County, I will work diligently to see that we are able to continually invest in our County today, tomorrow, and years into the future.

10. Would there be any possible conflict of interest between your employment or your family and you serving on the Fayette County Development Authority?

No, I do not foresee a conflict of interest. However, should one arise, or even the perception that one could take place I would recuse myself from any discussion or action. I take ethical decision making very seriously and I would not risk impugning the Fayette County Development Authority or my person by engaging in a conflict of interest, real or perceived.

11. Are you in any way related to a County Elected Official or County employee? If so, please describe.

No, I am not.

12. Describe your current community involvement.

In addition to previously serving on the Fayette County Development Authority and Peachtree City Airport Authority, I volunteer in my church's elementary school ministry hosting and leading worship services, my wife and I lead a couples bible study group through our church. I have previously served as a Cub Scout Den Leader.

13. Have you been given a copy of Fayette County's Ethics Ordinance?

Yes, I reviewed the copy provided alongside the application

14. Is there any reason why you would not be able to comply with the County's Ethics Ordinance?

No, I will absolutely be able to comply with the County's Ethics Ordinance



APPLICATION FOR APPOINTMENT  
Fayette County Development Authority

Thank you for your interest in being considered for appointment to the **Fayette County Development Authority**.

Applicants must be a legal resident of the State of Georgia and have been a resident of Fayette County for at least six months prior to the date an application is submitted.

The Fayette County Development Authority is comprised of nine members. Five of the members are appointed to at-large positions by the Fayette County Board of Commissioners for four-year terms. Meetings are typically held on the fourth Thursday of each month at 4:00 p.m. Please do not apply if you will be unable to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Fayette County Development Authority meetings as possible in an effort to become familiar with the responsibilities of the post.**

Please take a few minutes to complete the application and return with a resume, if available, via email to Tameca Smith, County Clerk, at [tsmith@fayettecountyga.gov](mailto:tsmith@fayettecountyga.gov) or at 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 **no later than 5:00 p.m. on Friday, April 17, 2026.**

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

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

NAME : RONALD W. CHANCE

ADDRESS : 245 CARROLLS WAY

FAYETTEVILLE, GA 30215-2929

TELEPHONE : (cell) [REDACTED] (home)                     

EMAIL ADDRESS : [REDACTED]

[Signature]  
Signature

APRIL 14, 2026  
Date

**Ronald W. Chance**  
**Application for Appointment**  
**Fayette County Development Authority**

**April 14, 2026**

1. I have been a continuous resident of Fayette County since 1978 (48 years).
2. I am interested in serving on the Fayette County Development Authority to help identify and recruit quality businesses to the county. I have considerable experience in economic development on the regional and state level and feel I could help my community through utilizing those skills and personal relationships.
3. Regarding qualifications and experience, I served five terms in the Georgia State Senate representing the majority of Fayette County. I chaired the Senate Economic Development Committee where I worked with state officials to successfully recruit several international companies to Georgia. I was elected Senate Majority Leader my last term in office, which afforded me the opportunity to expand statewide my network of like minded professionals.
4. I am the Vice President of Chance Public Relations, Inc., a position I have held since February of 1997.
5. I served on the State Senate Economic Development Committee for eight years and chaired the committee for two years.
6. I am not currently serving on any government board or authority.
7. I have not attended a Fayette County Development Authority meeting during the past two years.
8. Yes, I am willing to attend seminars and continuing education events.
9. My vision for the future of the county, would include continued sound growth and investment in existing and new companies, creating quality work opportunities for our residents. I also would like to see a concentrated focus on the recruitment and retention of young adults just entering the workforce.
10. I foresee no potential conflicts of interest in serving on the Fayette County Development Authority.
11. I am not related to any county elected official or employee.
12. I am currently a volunteer youth basketball coach with the Peachtree City Youth Basketball Association. I recently served on the Clayton State University Foundation Board and in 2023, chaired the successful Fayette County ESPOLST campaign.
13. I have read the Fayette County Ethics Ordinance.
14. I see no reason why I could not comply with the Fayette County Ethics Ordinance.

## Ronald W. Chance

### Fayetteville, GA

#### Professional Summary

Experienced business and political leader with over 35 years in public service, strategic communications, and governmental affairs. Proven track record advising high-level policymakers, leading legislative initiatives, and supporting major corporate clients. Recognized for contributions to economic development and public policy in Georgia.

#### Professional Experience

##### Founder & Principal

Atlanta-Based Public Relations Firm | 1997 – Present

- Founded and leads a public relations firm specializing in strategic communications, business development, and governmental affairs
- Advised senior policy leaders at the state and national level on communications and legislative strategy
- Represented major corporate clients including CVS, Herzog, MGM Resorts, RaceTrac, Wawa, and the National Football League
- Built long-term partnerships with stakeholders across business and government sectors

##### Georgia State Senate | 2005-2015 - Majority Leader 2013-2014

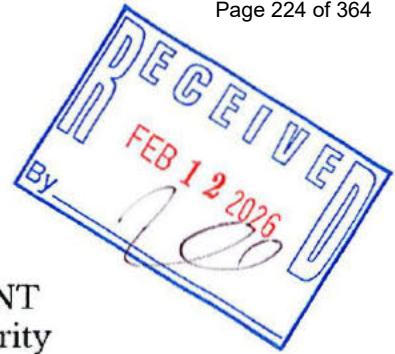
- Represented five South Metro Atlanta counties
- Served as Administrative Floor Leader for Governors Sonny Perdue and Nathan Deal and played key role in advancing legislative priorities
- Collaborated with business and community leaders to support statewide economic development initiatives
- Chaired Government Oversight, Finance and Economic Development Committees during legislative tenure

#### Honors & Awards

- Legislator of the Year – Georgia Chamber of Commerce
- Champion of Economic Development – Metro Atlanta Chamber of Commerce
- Legislator of the Year – Georgia Bio
- Friend of Georgia Retail Award
- 2007 Leadership Georgia graduate
- 2015 Golden Eagle Award, Flint River Council Boy Scouts Of America
- Fayette County High School Distinguished Alumni Hall of Fame

#### Education

Bachelor of Business Administration (BBA), Marketing  
Georgia State University, Robinson College of Business



APPLICATION FOR APPOINTMENT  
Fayette County Development Authority

Thank you for your interest in being considered for appointment to the **Fayette County Development Authority.**

Applicants must be a legal resident of the State of Georgia and have been a resident of Fayette County for at least six months prior to the date an application is submitted.

The Fayette County Development Authority is comprised of nine members. Five of the members are appointed to at-large positions by the Fayette County Board of Commissioners for four-year terms. Meetings are typically held on the fourth Thursday of each month at 4:00 p.m. Please do not apply if you will be unable to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Fayette County Development Authority meetings as possible in an effort to become familiar with the responsibilities of the post.**

Please take a few minutes to complete the application and return with a resume, if available, via email to Tameca Smith, County Clerk, at [tsmith@fayettecountyga.gov](mailto:tsmith@fayettecountyga.gov) or at 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 **no later than 5:00 p.m. on Friday, March 13, 2026.**

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

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

NAME : PAT HINCHAY

ADDRESS : 108 WINDSAIL WAY  
FAYETTEVILLE GA 30215

TELEPHONE : (cell) [REDACTED] (home) [REDACTED]

EMAIL ADDRESS : [REDACTED]

[Signature]  
Signature

2/12/26  
Date



APPLICATION FOR APPOINTMENT  
Fayette County Development Authority

1. How long have you been a resident of Fayette County?  
2005
2. Why are you interested in serving on the Fayette County Development Authority?  
CONTINUED SERVICE
3. What qualifications and experience do you possess that should be considered for appointment to the Fayette County Development Authority?  
CURRENT CHAIRMAN FCOA
4. List your recent employment experiences to include name of company and position.  
INTEGRATED FINANCIAL PARTNERS - CFP - OWNER
5. Do you have any past experience related to this position? If so, please describe.  
12 YEARS ON BOARD
6. Are you currently serving on a commission/board/authority or in an elected capacity with any government?  
YES, FCOA & FC SHOUT ASSN
7. Have you attended any Fayette County Development Authority meetings in the past two years and, if so, how many?  
YES - ALL
8. Are you willing to attend seminars or continuing education classes at county expense?  
YES
9. What is your vision of the county's future related to the duties of the Fayette County Development Authority?  
SELECT CONTROLLED INTENTIONAL MODERATE GROWTH WITH LOW-IMPACT HI-EARNERS
10. Would there be any possible conflict of interest between your employment or your family and you serving on the Fayette County Development Authority?  
NO
11. Are you in any way related to a County Elected Official or County employee? If so, please describe.  
NO
12. Describe your current community involvement.  
FCOA, FLCA
13. Have you been given a copy of Fayette County's Ethics Ordinance?  
YES
14. Is there any reason why you would not be able to comply with the County's Ethics Ordinance?  
NO



APPLICATION FOR APPOINTMENT  
Fayette County Development Authority



Thank you for your interest in being considered for appointment to the **Fayette County Development Authority.**

Applicants must be a legal resident of the State of Georgia and have been a resident of Fayette County for at least six months prior to the date an application is submitted.

The Fayette County Development Authority is comprised of nine members. Five of the members are appointed to at-large positions by the Fayette County Board of Commissioners for four-year terms. Meetings are typically held on the fourth Thursday of each month at 4:00 p.m. Please do not apply if you will be unable to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Fayette County Development Authority meetings as possible in an effort to become familiar with the responsibilities of the post.**

Please take a few minutes to complete the application and return with a resume, if available, via email to Tameca Smith, County Clerk, at [tsmith@fayettecountyga.gov](mailto:tsmith@fayettecountyga.gov) or at 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 **no later than 5:00 p.m. on Friday, April 17, 2026.**

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

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

NAME : CaMia Jackson

ADDRESS : 655 Westbourne Dr

Tyrone GA 30290

TELEPHONE : (cell) [REDACTED] (home) \_\_\_\_\_

EMAIL ADDRESS : [REDACTED]

Ca Mia B. Jackson  
Signature

03/16/2026  
Date



APPLICATION FOR APPOINTMENT  
Fayette County Development Authority

1. How long have you been a resident of Fayette County?

*6 years*

2. Why are you interested in serving on the Fayette County Development Authority?

*My interest in serving on the Fayette County Development Authority is driven by a commitment to fostering high-quality, sustainable economic growth that enhances the quality of life for all residents. Having resided in Fayette County for six years, I am deeply invested in our community's future and believe that my unique blend of legislative, local government, and professional experience can help the Authority achieve its strategic goals.*

*Specifically, I am interested in this role for the following reasons:*

- As a former State Representative for House District 153, I have navigated the complexities of the state budgetary process and successfully secured funding for major regional anchors. I want to apply this knowledge to Fayette County, identifying opportunities where state resources can align with our local development projects to reduce the burden on taxpayers while maximizing growth.*
- My 25-year professional background as a Corporate Project Manager/Engineer in IT and cybersecurity allows me to evaluate development proposals with a critical eye for technical viability and long-term infrastructure needs. I have managed multiple million-dollar projects while exercising fiscal responsibility in both time and resources. I am eager to help the Authority vet projects that will attract 21st-century industries, such as technology and professional services, to our county.*
- My tenure on the Albany Downtown Development Authority taught me that successful economic development is about more than just buildings; it is about creating "places." I am passionate about utilizing my trainings from the Georgia Department of Community Affairs and the Main Street program to help Fayette County continue to develop walkable, vibrant commercial spaces that preserve our county's character while supporting local small businesses.*
- I am committed to the highest standards of transparency and fiscal responsibility. Having served as a Board Secretary for a DDA and as a member of the Georgia General Assembly, I understand the importance of sound policy, ethical conduct, and the strategic use of public-private partnerships to drive prosperity.*

*I am eager to contribute my energy and expertise to ensure Fayette County continues to be a premier destination for families and businesses alike.*

3. What qualifications and experience do you possess that should be considered for appointment to the Fayette County Development Authority?

- I served as the Georgia State Representative for House District 153 from 2018 to 2021. In this role, I represented the city of Albany and advocated for its economic and infrastructure needs at the state level.*
- My tenure involved direct oversight of the state budget, where I successfully navigated complex legislative processes to secure high-priority funding for Southwest Georgia.*
- I bring over 20 years of corporate experience in IT and engineering, which provides me with a technical lens for evaluating modern industrial and commercial developments.*
- My dual experience as a former state legislator and a long-time board member and secretary for the Albany Downtown Development Authority gives me a unique 360-degree perspective on how local authorities can leverage state resources.*

4. List your recent employment experiences to include name of company and position.

- State of Georgia | Georgia State Representative, House District 153*
- AT&T | Corporate Project Manager (Engineering/IT focus)*
- General Dynamics Aerospace | Corporate Project Manager (Engineering/IT focus)*
- United States Department of Defense | Corporate Project Manager (Engineering/IT focus)*

5. Do you have any past experience related to this position? If so, please describe.

*Yes. In addition to my six years on the Albany Downtown Development Authority, my service in the Georgia House of Representatives allowed me to facilitate major state investments into the region's core institutions:*

- I advocated for significant state appropriations for Albany State University, which contributes over \$260 million annually to the regional economy and supports over 2,500 jobs. During my tenure, the university also secured millions in federal and state-backed grants for broadband expansion and student support.*



APPLICATION FOR APPOINTMENT  
Fayette County Development Authority

- *I worked to support the Phoebe Putney Health System, helping to ensure the stability of a healthcare network that serves as a primary economic engine for the region. This included supporting initiatives for mobile medical units to increase primary care access across rural Southwest Georgia.*
- *I helped lead Albany's transition to a "National Accredited" Main Street program in 2020 and oversaw the recruitment of new businesses to the Front Street Market retail development.*

6. Are you currently serving on a commission/board/authority or in an elected capacity with any government?

*No.*

7. Have you attended any Fayette County Development Authority meetings in the past two years and, if so, how many?

*No, however, I do keep track of happenings in and around Fayette as a community member and I am also a graduate of the Fayette Chamber of Commerce's Leadership Fayette Class of 2024.*

8. Are you willing to attend seminars or continuing education classes at county expense?

*Yes.*

9. What is your vision of the county's future related to the duties of the Fayette County Development Authority?

*My vision is for Fayette County to become a premier hub for innovation and "smart" development while maintaining its historic charm. I believe the Authority should focus on attracting diversified industries—specifically in tech and professional services—to broaden the tax base. I envision a future where Fayette County leverages its proximity to Atlanta to secure high-growth opportunities while utilizing "Placemaking" strategies to ensure our downtown areas remain vibrant, walkable, and community-focused.*

10. Would there be any possible conflict of interest between your employment or your family and you serving on the Fayette County Development Authority?

*No.*

11. Are you in any way related to a County Elected Official or County employee? If so, please describe.

*No.*

12. Describe your current community involvement.

*I am deeply active in the Fayette County community. My commitment to civic service includes:*

- *Serving as a primary organizer for the 2026 "Delta Days at the Capital" event and as an active member of the Fayette County Chapter of Delta Sigma Theta Sorority, Inc.*
- *Participating in my neighborhood association and supporting local development efforts.*
- *Utilizing my background to mentor women candidates to run for office.*

13. Have you been given a copy of Fayette County's Ethics Ordinance?

*Yes.*

14. Is there any reason why you would not be able to comply with the County's Ethics Ordinance?

*No.*



APPLICATION FOR APPOINTMENT  
Fayette County Development Authority

Thank you for your interest in being considered for appointment to the **Fayette County Development Authority.**

Applicants must be a legal resident of the State of Georgia and have been a resident of Fayette County for at least six months prior to the date an application is submitted.

The Fayette County Development Authority is comprised of nine members. Five of the members are appointed to at-large positions by the Fayette County Board of Commissioners for four-year terms. Meetings are typically held on the fourth Thursday of each month at 4:00 p.m. Please do not apply if you will be unable to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Fayette County Development Authority meetings as possible in an effort to become familiar with the responsibilities of the post.**

Please take a few minutes to complete the application and return with a resume, if available, via email to Tameca Smith, County Clerk, at [tsmith@fayettecountyga.gov](mailto:tsmith@fayettecountyga.gov) or at 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 **no later than 5:00 p.m. on Friday, April 17, 2026.**

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

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

NAME : Tisa Osborne

ADDRESS : Camelot Drive

Fayetteville GA 30214

TELEPHONE : (cell) [REDACTED] (home) \_\_\_\_\_

EMAIL ADDRESS : [REDACTED]

Signature

04/17/2026

Date



### APPLICATION FOR APPOINTMENT Fayette County Development Authority

1. How long have you been a resident of Fayette County?

I have enjoyed living in Fayette county for over 10 years

2. Why are you interested in serving on the Fayette County Development Authority?

I would like to bring my unique voice as a parent with elementary-age kids and a business owner to the Fayette County Development Authority because I understand the importance of creating safe, family-friendly, and economically vibrant communities that support both quality of life and local entrepreneurship

3. What qualifications and experience do you possess that should be considered for appointment to the Fayette County Development Authority?

I bring an analyst's eye and a resident's heart—an MBA, a decade in financial planning, and seventeen years with Fortune 100 companies, paired with the perspective of a longtime resident raising two elementary age kids in the county these decisions will shape.

4. List your recent employment experiences to include name of company and position.

Owner - Osborne Financial Planning LLC

5. Do you have any past experience related to this position? If so, please describe.

Yes. Seventeen years in Fortune 100 pharmaceutical sales, ten years as a financial planner, an MBA, and some background in residential and commercial real estate. Together, this experience touches on how businesses grow, how projects pencil out, and how property decisions shape a community.

6. Are you currently serving on a commission/board/authority or in an elected capacity with any government? No

7. Have you attended any Fayette County Development Authority meetings in the past two years and, if so, how many?

April

8. Are you willing to attend seminars or continuing education classes at county expense?

Yes

9. What is your vision of the county's future related to the duties of the Fayette County Development Authority?

Growth means nothing if residents don't feel it! Creative housing options, a dynamic tax base and a relentless focus on quality of life are what turn good numbers into good lives. The best decisions come when we find harmony across different perspectives and build the consensus that moves the whole community forward together.

10. Would there be any possible conflict of interest between your employment or your family and you serving on the Fayette County Development Authority?

No

11. Are you in any way related to a County Elected Official or County employee? If so, please describe.

No

12. Describe your current community involvement.

Leadership Fayette, Fayette County Toastmasters, Junior League of Atlanta, NAACP, Fayette Chamber of Commerce, Clothes Less Traveled and Bloom

13. Have you been given a copy of Fayette County's Ethics Ordinance?

Yes

14. Is there any reason why you would not be able to comply with the County's Ethics Ordinance?

No



APPLICATION FOR APPOINTMENT  
Fayette County Development Authority

Thank you for your interest in being considered for appointment to the **Fayette County Development Authority.**

Applicants must be a legal resident of the State of Georgia and have been a resident of Fayette County for at least six months prior to the date an application is submitted.

The Fayette County Development Authority is comprised of nine members. Five of the members are appointed to at-large positions by the Fayette County Board of Commissioners for four-year terms. Meetings are typically held on the fourth Thursday of each month at 4:00 p.m. Please do not apply if you will be unable to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Fayette County Development Authority meetings as possible in an effort to become familiar with the responsibilities of the post.**

Please take a few minutes to complete the application and return with a resume, if available, via email to Tameca Smith, County Clerk, at [tsmith@fayettecountyga.gov](mailto:tsmith@fayettecountyga.gov) or at 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 **no later than 5:00 p.m. on Friday, March 13, 2026.**

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

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

NAME : Andrew Poliak \_\_\_\_\_

ADDRESS : 120 County Down \_\_\_\_\_  
Fayetteville, GA \_\_\_\_\_

TELEPHONE : (cell) [REDACTED] (home) \_\_\_\_\_

EMAIL ADDRESS : [REDACTED] \_\_\_\_\_

Andrew Poliak \_\_\_\_\_  
Signature

3/7/2026 \_\_\_\_\_  
Date



**APPLICATION FOR APPOINTMENT  
Fayette County Development Authority**

**Andrew Poliak  
120 County Down  
Fayetteville, GA 30215**

**1. How long have you been a resident of Fayette County?**

I have been a resident of Fayette County for approximately 10 years. During that time, I have become deeply invested in the community through local, family business ownership, community events, and civic engagement.

**2. Why are you interested in serving on the Fayette County Development Authority?**

I care deeply about the continued growth and success of Fayette County. As a technology executive, property owner in the county and the spouse of a local business owner, I have seen firsthand how thoughtful economic development can strengthen a community while preserving the qualities that make it special.

I am particularly interested in helping Fayette County attract innovative businesses, support entrepreneurs, and continue building a vibrant local economy. Through my wife's work with Awkward Brewing®, I have seen the value of community gathering spaces and locally owned businesses in creating a strong sense of place. I would welcome the opportunity to contribute my experience in business development, technology, and community engagement to help Fayette County grow responsibly and sustainably.

**3. What qualifications and experience do you possess that should be considered for appointment to the Fayette County Development Authority?**

I bring a combination of business leadership, technology innovation, global travel experience and local entrepreneurship that aligns well with the goals of a development authority.

Professionally, I work in advanced technology leadership focused on software-defined vehicles, AI-enabled systems, and global supply chains. This work requires strategic planning, partnership development, and an understanding of how infrastructure, innovation, and federal / local policy / economic policy intersect.

I am a local commercial property owner in downtown Fayetteville where Awkward Brewing®, a woman-owned brewery, owned and operated by my wife, serves as a community gathering space and contributes to the local business ecosystem. Closely collaborating with my wife's small business has given me practical experience with zoning, economic development, customer experience, tourism, and supporting other local businesses.

These experiences provide both a local, small-business / investment perspective and a broader, global strategic understanding of innovation-driven economic development.

**4. List your recent employment experiences to include name of company and position.**

Panasonic Automotive Systems Company of America – Chief Technology Officer, focused on advanced engineering, tech company global responsibility (Google, Amazon, Apple, Qualcomm, Nvidia), software and AI-defined vehicle platforms, and global mobility technology development.

Society of Automotive Engineering Foundation – Trustee, serving as a fundraiser and connector benefiting STEM education. This work is closely tied to Kia Georgia's charitable activities and workforce development.

Awkward Brewing® - My wife's craft beer brewery business located in the City of Fayetteville . . . now inclusive of a BednBeverage . . . feel free to ask me about it!

**5. Do you have any past experience related to this position? If so, please describe.**

Yes. I currently serve as a board member for the City of Fayetteville Downtown Development Authority, where I contribute to discussions and decisions related to downtown revitalization, property acquisition for strategic purposes, business development, and economic growth within the city.

I also serve as a board member of the Fayette Chamber of Commerce representing Panasonic Automotive Systems Company of America, which provides opportunities to collaborate with business leaders, local government, and community stakeholders to support economic and workforce development and regional competitiveness.

Additionally, I serve as a board member of The Ray, a smart roadway initiative in Georgia that brings together public agencies, technology companies, and research institutions to pilot innovative transportation infrastructure and mobility technologies.

As a local property owner and through my family's involvement with a small business in Fayetteville, I also have firsthand experience with the economic and regulatory factors that influence local business growth and investment.

These roles provide experience working with public-private partnerships, economic development initiatives, and community stakeholders, which are directly relevant to the work of a development authority.

**6. Are you currently serving on a commission/board/authority or in an elected capacity with any government?**

Yes. I currently serve as a board member of the City of Fayetteville Downtown Development Authority.

I also serve as a board member of the Fayette Chamber of Commerce representing Panasonic Automotive Systems Company of America, where I participate in initiatives that support the local business community, workforce initiatives, legislative concerns and economic development efforts

**7. Have you attended any Fayette County Development Authority meetings in the past two years and, if so, how many?**

While I have followed local development initiatives and discussions closely, I have only participated in meetings that combine Fayetteville DDA and / or Chamber events tied to FCDA.

**8. Are you willing to attend seminars or continuing education classes at county expense?**

Yes. I believe continuing education is important to effectively serve in public roles and I would welcome the opportunity to better support Fayette County's development goals.

**9. What is your vision of the county's future related to the duties of the Fayette County Development Authority?**

My vision is for Fayette County to continue growing as a vibrant, innovative, and economically diverse community while maintaining the character that makes it attractive to residents and businesses.

I believe the Development Authority should focus on attracting, diverse (to weather industry specific downturns), high-quality employers, supporting entrepreneurship, and creating environments where small businesses, creative / sports industries, and technology companies can thrive and give back to our local community. Fayette County is uniquely positioned to benefit from growth in film production, sports (ex: US Soccer), technology, and experiential destinations that attract visitors and investment.

Thoughtful development can help Fayette County strengthen / diversify its tax base, create high-quality jobs and leisure activities, and enhance the quality of life for residents while preserving the community values and natural environment that makes the county special.

**10. Would there be any possible conflict of interest between your employment or your family and you serving on the Fayette County Development Authority?**

No. I do not anticipate any conflicts of interest. My wife operates Awkward Brewing®, and I own the property where the business is located. If any matter were to arise that could present a potential conflict related to that property or business, I would disclose it and recuse myself in accordance with the county's ethics policies.

**11. Are you in any way related to a County Elected Official or County employee? If so, please describe.**

No.

**12. Describe your current community involvement.**

My community involvement focuses primarily on economic development, infrastructure innovation, and supporting Fayette County's business ecosystem.

I currently serve as a board member of the City of Fayetteville Downtown Development Authority, where I work with city leadership and fellow board members on initiatives that support downtown investment and revitalization.

I also serve as a board member of the Fayette Chamber of Commerce representing Panasonic Automotive Systems Company of America, where I collaborate with business leaders and community stakeholders on initiatives that strengthen the local economy.

In addition, I serve on the board of The Ray, a Georgia-based smart roadway initiative focused on developing the transportation infrastructure of the future through public-private partnerships and technology innovation.

Locally, I am a commercial property owner in downtown Fayetteville where Awkward Brewing®, a woman-owned brewery operated by my wife, serves as a community gathering space hosting events that support local artists, musicians, food vendors, and entrepreneurs.

**13. Have you been given a copy of Fayette County's Ethics Ordinance?**

Yes.

**14. Is there any reason why you would not be able to comply with the County's Ethics Ordinance?**

No. I fully support the principles of ethical governance and would comply with the Fayette County Ethics Ordinance.

A. Andrew Poliak



## PROFESSIONAL EXPERIENCE

### **Panasonic Automotive Systems America (PASA), Peachtree City Georgia (March 2016 – Present)**

*Chief Technology Officer / VP Innovation (August 2019 – Present)*

Responsible for technology and IP development, strategic alliances, incubation of new spin off teams / companies, product roadmap and new business pursuits across all Business Units. Responsible for an annual budget exceeding \$20M. Successful execution of new products and pursuits exceeding \$4B in lifetime revenue across all product segments.

*Vice President Planning and Innovation (March 2016 – August 2019)*

Responsible for the planning, implementation and/or definition of successful product plans, business development strategies, customer / market requirement documents, sales and marketing enablement and product launches for Panasonic's products and platforms as well as measurement of the effectiveness of PASA products over product lifecycles.

### **QNX Software Systems Limited, Ottawa Canada (November 2000 – March 2016)**

#### **QNX Software Systems Limited, a subsidiary of Blackberry, Ottawa Canada (June 2010 – March 2016)**

*Global Director Business Development and Strategic Alliances - Automotive, Medical, General Embedded and IoT, (April 2014 – Present)*

Responsible for the total performance of QNX Software Systems Limited's business inclusive of: global business development with leading strategic alliances, device and vehicle manufacturers and their suppliers; strategic planning, forecasting and refinement; new customer recruitment; defining end-to-end solutions, target sub-segments, anchor technologies and the recommendation of the accompanying ecosystem for next generation products and services; global intelligence gathering; thought leadership including engagements with press, analysts and at leading automotive events; the development and execution of the QNX business strategy including the development of financial goals and target accounts; Example accomplishments: specification of QNX technologies by VW for MIB 3; selection by TU-Automotive as a finalist for Influencer of the Year (2015); 24% Compound Annual Growth Rate in automotive revenue over 5 year period

#### **Harman International, QNX Software Systems Division, Kanata, ON Canada (November 2000 – June 2010)**

*Global Director Business Development – Automotive (May 2008 – March 2014)*

Responsible for global automotive business development with leading vehicle manufacturers and Tier 1s; strategic planning and forecasting; defining end to end

solutions, target sub-segments, anchor technologies and the recommendation of the accompanying ecosystem for next generation products and services; global intelligence gathering; speaking with press, analysts and at leading automotive events; the development and execution of the QNX automotive strategy including the development of financial goals and target automotive accounts; responsibility for the total performance of the QNX automotive business accounting for more than 50% of QSS revenue. Example accomplishment: specification of QNX technologies for Ford Sync Gen 3

*Automotive Segment Manager (November 2001 – May 2008)*

Identified, developed and nurtured the QNX automotive ecosystem consisting of global 3<sup>rd</sup> party automotive hardware and software providers; served as the information and business conduit across marketing, sales, engineering and management within, and between, QNX, Harman and our strategic partners; responsible for: product direction and evangelism; outbound contract negotiations and licensing for engineering services and QNX Strategic Collaboration Agreements; inbound contract negotiations and licensing for technologies necessary to enable complete automotive end to end solutions; the development and execution of the QNX automotive strategy. Example accomplishment: development of business case and corresponding execution of acquisition of Wavemakers acoustics team growing into a recurring revenue stream in excess of \$15M / year

*Business Manager, Strategic Alliances (November 2000 – November 2001)*

Cultivated relationships with QSS's global strategic alliances including AMD, Citrix, ST Microelectronics, National Semiconductor, IBM, Transmeta, etc. Responsibilities entailed: developing close relationships with QSS's strategic alliances in order to be the first system software company available on pre-released hardware and / or supported by software partners in our target markets; Building relationships that ensured QSS's software was promoted by our partners organizations; Aligning corporate strategies and products with those of our strategic partners; Identifying market need for 3<sup>rd</sup> party software solutions and negotiate Licensing agreements with companies such as Citrix, Opera, Access, etc. in order to offer a complete solution.

**Datalight Inc., Bothell, Washington - (December 1995 - October 2000)**

Aggressively grew from sales position to strategic sales, management and business development positions for a leading supplier of system software for the embedded, automotive, consumer and hand held markets.

*Sales and Strategic Alliances Manager – North America (October 1999 – October 2000)*

Managed a team of five sales representatives, two engineers and three contractors for North American sales (60% of company revenue). Worked with the sales team to completion on royalty based contracts with Canon, Samsung, Intel, Motorola, Nortel, etc. Secured Non-Recurring Engineering contracts with Intel, AMD and customers in the following vertical markets: Automotive, Electronic Data Interchange (EDI); Single Board Computers; Thin Clients; Computer Telephony, Gaming, and Medical devices. Consistently met or exceeded quarterly goals.

Developed and grew the relationships with Datalight's global strategic alliances including Intel, AMD, Citrix, ST Microelectronics, National Semiconductor, NEC, Hitachi, M-Systems, etc.

*Major Account Manager (May 1996- January 1999)*

Negotiated royalty based license agreements for system software designed into a variety of applications including automotive assembly applications, space exploration devices, industrial control systems, data collectors, medical devices and consumer electronics. Job functions included: management of existing national and international accounts, extensive contract negotiations, processing of new accounts through the 12 to 18 month sales cycle. Customers included Adobe, Lucent, Rockwell, Johnson Controls, Dialogic, Intel, Sony, etc. Created a vertical market sales strategy and aligned management, marketing and engineering goals. Consistently exceeded revenue goals and MBOs.

**COMPLETED EDUCATION**

**University of Washington School of Business Administration**  
**Bachelor of Arts in Business Administration**  
**Concentration: Marketing and Information Systems**

**ACCOMPLISHMENTS****Automotive Related Accomplishments**

- 2002- worked with Hitachi Semiconductor (now Renesas) and IBM to launch the COMMunity Enabling Telematics (COMET); Success led to the establishment of the Renesas SHNavi Consortium in 2005
- 2005 - awarded by the Ottawa Centre for Research and Innovation the "Technology Partnership Award" for the QNX Automotive Ecosystem
- Finalist in 2006, 2007 and 2009 for the Telematics Update Automotive "Leadership Award" – Awarded runner up to Chet Huber (Onstar) and Joe Berry (Ford Sync) in 2009
- Awarded by Frost and Sullivan the "2006 Automotive Software Industry Innovation and Advancement of the Year Award"
- Selected in 2006 by Frost and Sullivan as an automotive "Mover and Shaker"
- 2006 - launched the QNX OEM Innovation Labs (OIL) program attracting participation from leading automotive OEMs such as General Motors, BMW, VW, Chrysler and Daimler
- 2007- filed 1 solo and 2 joint patent applications relating to vehicle navigation and multimedia technologies
- 2009 - launched the QNX Connected Automotive Reference (QNX CAR). In less than 6 months attracted over 80 participants from GM, Toyota, Honda, . . .
- 2009 - worked with Alcatel-Lucent, Chumby, Atlantic Records and Toyota to launch NG Connect and the worlds first LTE "connected car"
- 2015 - selected as a finalist for the TU-Automotive Influencer of the Year



APPLICATION FOR APPOINTMENT
Fayette County Development Authority

Thank you for your interest in being considered for appointment to the Fayette County Development Authority.

Applicants must be a legal resident of the State of Georgia and have been a resident of Fayette County for at least six months prior to the date an application is submitted.

The Fayette County Development Authority is comprised of nine members. Five of the members are appointed to at-large positions by the Fayette County Board of Commissioners for four-year terms. Meetings are typically held on the fourth Thursday of each month at 4:00 p.m. Please do not apply if you will be unable to attend a minimum of eighty percent (80%) of all meetings. Applicants are encouraged to attend as many Fayette County Development Authority meetings as possible in an effort to become familiar with the responsibilities of the post.

Please take a few minutes to complete the application and return with a resume, if available, via email to Tameca Smith, County Clerk, at tsmith@fayettecountyga.gov or at 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 no later than 5:00 p.m. on Friday, March 13, 2026.

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

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

NAME : William Jason Tinsley

ADDRESS : [Redacted] Peachtree City, GA 30269

TELEPHONE : (cell) 229-314-1749 (home)

EMAILADDRESS: jtinsley@fayettecountyga.gov

Handwritten signature of William Jason Tinsley over a horizontal line, with the word 'Signature' printed below.

Handwritten date 3/12/26 over a horizontal line, with the word 'Date' printed below.



## APPLICATION FOR APPOINTMENT Fayette County Development Authority

1. How long have you been a resident of Fayette County? Since March 6, 2026
2. Why are you interested in serving on the Fayette County Development Authority? My commitment to Fayette County's long-term prosperity stems from a desire to leverage my professional background to foster high-quality, sustainable economic growth. I am eager to contribute to a strategic vision that attracts premier industries while maintaining the unique character and excellence of our community.
3. What qualifications and experience do you possess that should be considered for appointment to the Fayette County Development Authority? With over 20 years of experience in public administration and city management, I possess a deep understanding of the intersection between local government, infrastructure, and economic development. My tenure in various leadership roles across Georgia has equipped me with the technical expertise and collaborative mindset necessary to effectively manage the complex projects overseen by the Authority.
4. List your recent employment experiences to include name of company and position. I have served as the Assistant County Administrator for Fayette County since July 2025, following a seven-year tenure as County Manager for Upson County from 2018 to 2025. My extensive leadership background also includes prior service as County Manager for both Wayne and Marion counties within the state of Georgia.
5. Do you have any past experience related to this position? If so, please describe. Yes, I served as an active member of Valley Partnership. Founded more than 20 years ago as a tool for regional economic development, The Valley Partnership continues to put the area's best foot forward in terms of retaining existing industries and attracting new development. Through its relationships with Columbus-Muscogee County, the city of West Point, and the Chattahoochee, Harris, Marion, Talbot and Russell (AL) counties, the Greater Columbus Georgia Chamber of Commerce promotes the region's economic development assets through the Valley Partnership in the Greater Columbus, Ga. region brand.
6. Are you currently serving on a commission/board/authority or in and elected capacity with any government? No
7. Have you attended any Fayette County Development Authority meetings in the past two years and, if so, how many? I most recently attended the Research & Discovery Trip, the follow-up, meeting as well as the Five Year Strategy roll-out meeting.
8. Are you willing to attend seminars or continuing education classes at county expense? Yes
9. What is your vision of the county's future related to the duties of the Fayette County Development Authority? My vision is to build upon the Authority's goal of creating a unified countywide economic vision by recruiting target industries that align with our infrastructure while fostering a "livable and thriving community" where every resident has the opportunity to bring their story to life.
10. Would you like me to adjust this to emphasize a specific target sector, such as **\*\*digital media\*\*** or **\*\*advanced manufacturing\*\***, which are key focuses in the Authority's latest strategic plan?
11. Would there be any possible conflict of interest between your employment or your family and you serving on the Fayette County Development Authority? No
12. Are you in any way related to a County Elected Official or County employee? No
13. Describe your current community involvement. This would be my first official post to a community leadership role aside from the daily duties of my job with Fayette County.

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Request to approve a recommendation from the Selection Committee, comprised of Commissioners Lee Hearn and Edward Gibbons to reappoint Dr. Luis Matta to the Fayette County Development Authority to fulfill a four-year term beginning April 10, 2026 and expiring April 9, 2030.

**Background/History/Details:**

The Fayette County Development Authority is comprised of nine members. Five of the members are appointed to at-large positions by the Fayette County Board of Commissioners for four-year terms. Three members are appointed by the City of Fayetteville, the City of Peachtree City, and the Town of Tyrone, respectively. The remaining position is a member of the Peachtree City Airport Authority.

Fayette County's Development Authority sets policy, determines annual goals and serves as a liaison between the business community and local government. This board utilizes individual talents and experiences in building consensus in an effort to facilitate an improved business climate, diversified economic base, and a steady economy that results in benefits for every citizen, business owner, and government in Fayette County.

This open seat was posted for 90 days and eleven (11) applicants submitted applications.

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

Approval to reappoint Dr. Luis Matta to the Fayette County Development Authority to fulfill a four-year term beginning April 10, 2026 and expiring April 9, 2030.

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

Not Applicable.

Has this request been considered within the past two years?

If so, when?

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

Backup Provided with Request?

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

Approved by Finance

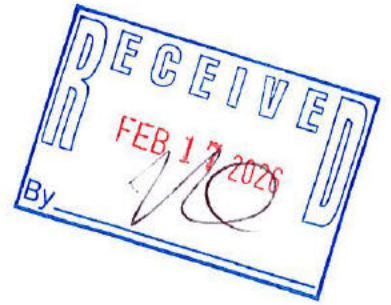
Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**



APPLICATION FOR APPOINTMENT  
Fayette County Development Authority

Thank you for your interest in being considered for appointment to the **Fayette County Development Authority.**

Applicants must be a legal resident of the State of Georgia and have been a resident of Fayette County for at least six months prior to the date an application is submitted.

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Please take a few minutes to complete the application and return with a resume, if available, via email to Tameca Smith, County Clerk, at [tsmith@fayettecountyga.gov](mailto:tsmith@fayettecountyga.gov) or at 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 **no later than 5:00 p.m. on Friday, March 13, 2026.**

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

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

NAME : Dr.Luis Matta Jr.

ADDRESS : 271 2nd Street

Fayetteville, GA 30214

TELEPHONE : (cell) [REDACTED] (home) [REDACTED]

EMAIL ADDRESS : [REDACTED]

Dr. Luis Matta Jr  
Signature

02/16/2026  
Date



APPLICATION FOR APPOINTMENT  
Fayette County Development Authority

1. How long have you been a resident of Fayette County?  
See Attached Answers
2. Why are you interested in serving on the Fayette County Development Authority?  
See Attached Answers
3. What qualifications and experience do you possess that should be considered for appointment to the Fayette County Development Authority?  
See Attached Answers
4. List your recent employment experiences to include name of company and position.  
See Attached Answers
5. Do you have any past experience related to this position? If so, please describe.  
See Attached Answers
6. Are you currently serving on a commission/board/authority or in an elected capacity with any government?  
See Attached Answers
7. Have you attended any Fayette County Development Authority meetings in the past two years and, if so, how many?  
See Attached Answers
8. Are you willing to attend seminars or continuing education classes at county expense?  
See Attached Answers
9. What is your vision of the county's future related to the duties of the Fayette County Development Authority?  
See Attached Answers
10. Would there be any possible conflict of interest between your employment or your family and you serving on the Fayette County Development Authority?  
See Attached Answers
11. Are you in any way related to a County Elected Official or County employee? If so, please describe.  
See Attached Answers
12. Describe your current community involvement.  
See Attached Answers
13. Have you been given a copy of Fayette County's Ethics Ordinance?  
See Attached Answers
14. Is there any reason why you would not be able to comply with the County's Ethics Ordinance?  
See Attached Answers

1. How long have you been a resident of Fayette County?
  - a. 21 years
2. Why are you interested in serving on the Fayette County Development Authority?
  - a. I have served on the Fayette County Development Authority Board for the past ten years and would like to continue contributing to the long-term economic health and strategic growth of the County. During my tenure, I have developed a strong understanding of the County's economic priorities, site development challenges, infrastructure considerations, and the importance of aligning private investment with public benefit. I remain committed to helping Fayette County attract high-quality development that strengthens the tax base, supports job creation, and enhances the quality of life for residents while preserving the character of our communities.
3. What qualifications and experience do you possess that should be considered for appointment to the Fayette County Development Authority?
  - a. I bring a combination of long-standing board experience, advanced academic training, and senior-level technology and business leadership experience. I hold an MBA, a Master of Management Information Systems (MMIS), and a Doctorate in Business Administration, which provides a strong foundation in strategic planning, finance, governance, and organizational leadership. Over the past ten years serving on the Fayette County Development Authority, I have participated in policy setting, project evaluation, incentive discussions, and stakeholder engagement with local governments, developers, and business leaders. My professional background in technology and enterprise systems gives me a practical understanding of infrastructure readiness, digital transformation, cybersecurity considerations, and how modern businesses evaluate locations and operational environments. This allows me to provide informed, balanced input when assessing economic development opportunities and long-term competitiveness for Fayette County.
4. List your recent employment experiences to include name of company and position.
  - **Paradies Lagardere Travel Retail (Global Airport Concessionaire Operating 7800 locations worldwide)**
    - *Lead Cloud Engineer\Enterprise Architect*
  - **Strawberry Growth Technologies LLC (Holding company for 5 ventures -POS, Education, Public Health, Crypto\Blockchain, AI – Predictive Analytics)**
    - *Vice President of Business Development*

- **IVision - Brinks Security Systems (Focused on Technology projects across Latin American Operations)**
    - *Technology Consultant – Identity Management*
5. Do you have any past experience related to this position? If so, please describe.
- a. Yes. I have served as a member of the Fayette County Development Authority for ten years and have been actively involved in reviewing development proposals, participating in strategic discussions regarding target industries, evaluating economic incentives, and supporting initiatives designed to strengthen Fayette County's competitive position for business attraction and retention. In addition, I serve as Fayette County's representative to the Joint Development Authority for Fayette, Coweta, and Meriwether Counties, where I collaborate with regional partners on cross-county economic development initiatives. This regional role provides broader perspective on workforce development, site readiness, infrastructure coordination, and competitive positioning, which strengthens my ability to contribute effectively to Fayette County's economic development strategy.
6. Are you currently serving on a commission/board/authority or in an elected capacity with any government?
- a. Yes. I currently serve on the Fayette County Development Authority.
7. Have you attended any Fayette County Development Authority meetings in the past two years and, if so, how many?
- a. Yes, I have attended 25+ meetings in the past 2 years.
8. Are you willing to attend seminars or continuing education classes at county expense?
- a. Yes. I am a lifelong learner, I have previously attended approximately ten (10) Georgia Economic Developers Association (GEDA) conferences and professional development events, where I gained exposure to best practices and economic development strategies that have been implemented within Fayette County. These forums have also enabled collaboration and knowledge-sharing with peer counties across the state, strengthening our local approach to business attraction, site readiness, and community-aligned development. I remain willing to continue participating in relevant training and professional development opportunities that benefit the County.

9. What is your vision of the county's future related to the duties of the Fayette County Development Authority?
  - a. My vision is for Fayette County to continue building a diversified and resilient economic base by attracting high-quality employers and mixed-use developments that complement our communities. This includes thoughtful growth in commercial, office, light industrial, and experiential development that broadens the tax base, creates well-paying jobs, and enhances quality of life for residents. I believe the Development Authority plays a key role in balancing economic competitiveness with responsible land use, infrastructure readiness, and long-term community value.
  
10. Would there be any possible conflict of interest between your employment or your family and you serving on the Fayette County Development Authority?
  - a. No
  
11. Are you in any way related to a County Elected Official or County employee? If so, please describe.
  - a. No
  
12. Describe your current community involvement.
  - a. My role as a board member with the FCDA, my role as a board member representing Fayette County with the Joint Development Authority of Fayette, Coweta, and Meriwether counties. Mentorship is a significant part of my community involvement and personal commitment to developing others. I actively mentor individuals in two primary areas: business and professional development, and personal growth and life skills. This includes advising entrepreneurs, emerging professionals, and community members on leadership, career development, and practical decision-making. I also volunteer at my church on a weekly basis.
  
13. Have you been given a copy of Fayette County's Ethics Ordinance?
  - a. Yes
  
14. Is there any reason why you would not be able to comply with the County's Ethics Ordinance?

a. There is no reason.

## **Dr. Luis Matta Jr.**

Fayetteville, GA | [REDACTED]

### **BOARD & ECONOMIC DEVELOPMENT SUMMARY**

Senior technology and business leader with 25+ years of experience in enterprise infrastructure, cybersecurity, cloud transformation, and large-scale systems modernization. Ten-year member of the Fayette County Development Authority with experience in policy setting, project evaluation, incentive review, and public-private collaboration. Holds advanced degrees in Business Administration and Management Information Systems. Strong background in governance, strategic planning, infrastructure readiness, and regional economic development collaboration.

### **CIVIC & ECONOMIC DEVELOPMENT LEADERSHIP**

- **Fayette County Development Authority (10 Years) – Board Member**
  - Policy setting, annual goals, project evaluation, and incentive alignment
  - Liaison between business stakeholders and local government
- **Joint Development Authority (Fayette, Coweta, Meriwether) – Fayette County Representative**
  - Regional collaboration on workforce, site readiness, and economic development initiatives

### **PROFESSIONAL LEADERSHIP (ABBREVIATED)**

- **Lead Cloud Engineer, Paradis Lagardère (Atlanta, GA)**
  - Executive partnership on large-scale infrastructure investments and cybersecurity modernization
  - Led multi-datacenter cloud migrations supporting 100+ airport retail/dining locations

### **GOVERNANCE & STRATEGY COMPETENCIES**

Board Governance • Fiduciary Oversight • Public-Private Partnerships • Economic Development Strategy • Infrastructure Readiness • Regional Collaboration • Risk Management • Strategic Planning

### **EDUCATION & EXECUTIVE CREDENTIALS**

MBA – Georgia College & State University | MMIS – Georgia College & State University | Doctorate in Business Administration – Argosy University

### **COMMUNITY & MENTORSHIP**

Business and life mentorship; church-based volunteer service and community outreach.

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Request to approve a recommendation from the Selection Committee, comprised of Commissioners Lee Hearn and Edward Gibbons to appoint Thomas Gray to the Fayette County Development Authority to fulfill a four-year term beginning April 10, 2026 and expiring April 9, 2030.

**Background/History/Details:**

The Fayette County Development Authority is comprised of nine members. Five of the members are appointed to at-large positions by the Fayette County Board of Commissioners for four-year terms. Three members are appointed by the City of Fayetteville, the City of Peachtree City, and the Town of Tyrone, respectively. The remaining position is a member of the Peachtree City Airport Authority.

Fayette County's Development Authority sets policy, determines annual goals and serves as a liaison between the business community and local government. This board utilizes individual talents and experiences in building consensus in an effort to facilitate an improved business climate, diversified economic base, and a steady economy that results in benefits for every citizen, business owner, and government in Fayette County.

This open seat was posted for 90 days and eleven (11) applicants submitted applications.

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

Approval to appoint Thomas Gray to the Fayette County Development Authority to fulfill a four-year term beginning April 10, 2026 and expiring April 9, 2030.

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

Not Applicable.

Has this request been considered within the past two years?

If so, when?

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

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**



APPLICATION FOR APPOINTMENT  
Fayette County Development Authority

Thank you for your interest in being considered for appointment to the **Fayette County Development Authority**.

Applicants must be a legal resident of the State of Georgia and have been a resident of Fayette County for at least six months prior to the date an application is submitted.

The Fayette County Development Authority is comprised of nine members. Five of the members are appointed to at-large positions by the Fayette County Board of Commissioners for four-year terms. Meetings are typically held on the fourth Thursday of each month at 4:00 p.m. Please do not apply if you will be unable to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Fayette County Development Authority meetings as possible in an effort to become familiar with the responsibilities of the post.**

Please take a few minutes to complete the application and return with a resume, if available, via email to Tameca Smith, County Clerk, at [tsmith@fayettecountyga.gov](mailto:tsmith@fayettecountyga.gov) or at 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 **no later than 5:00 p.m. on Friday, March 13, 2026.**

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

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

NAME : Thomas J. Gray

ADDRESS : [REDACTED]

Fayetteville GA 30215

TELEPHONE : (cell) [REDACTED] (home) —

EMAIL ADDRESS : [REDACTED]

Thomas J. Gray  
Signature

3/12/2026  
Date



APPLICATION FOR APPOINTMENT  
Fayette County Development Authority

1. How long have you been a resident of Fayette County?

36 years 8 months

2. Why are you interested in serving on the Fayette County Development Authority?

To help and support the county's development in shaping future projects

3. What qualifications and experience do you possess that should be considered for appointment to the Fayette County Development Authority?

Experience in finance in corporate, county government, and school finances for over 30 years.

4. List your recent employment experiences to include name of company and position.

Chief Financial Officer for Fayette County Public Schools since 11/2014.

5. Do you have any past experience related to this position? If so, please describe.

Governmental and financial management

6. Are you currently serving on a commission/board/authority or in an elected capacity with any government?

Fayette County Public Facilities Authority

7. Have you attended any Fayette County Development Authority meetings in the past two years and, if so, how many?

I have attended approximately 15 or more FCDA meetings in the past two years.

8. Are you willing to attend seminars or continuing education classes at county expense?

Yes

9. What is your vision of the county's future related to the duties of the Fayette County Development Authority?

To collaborate with community leaders to develop policies and practices to attract and retain corporate and businesses influencing smart growth including residential development and improvement.

10. Would there be any possible conflict of interest between your employment or your family and you serving on the Fayette County Development Authority?

NO

11. Are you in any way related to a County Elected Official or County employee? If so, please describe.

NO

12. Describe your current community involvement.

Church treasurer and deacon. Former baseball and football coach in youth programs

13. Have you been given a copy of Fayette County's Ethics Ordinance?

Yes

14. Is there any reason why you would not be able to comply with the County's Ethics Ordinance?

NO

# Thomas J. Gray

## Summary

A dedicated accounting professional with over 30 years experience in a quality focused environment, which included positions of increasing responsibility in finance, accounting, general ledger, payroll, financial analysis, audit, budget, financial reporting, debt management, and financial systems. Major strengths include managerial, problem solving, communication and organizational skills in addition to the ability to integrate multiple accounting systems. A results oriented leader possessing integrity, optimism, and flexibility.

## Professional Experience

**Fayette County Board of Education, Fayetteville, Georgia** 2014 to current

Chief Financial Officer

Executive level administrator and manager responsible for financial reporting, debt management, budget preparation, auditing and multiple accounting functions.

- Manage and director all aspects of accounting and financial processes for district and schools
- Executive level oversight of human resources, school nutrition, and facilities services
- Long term planning for ESPLOST projects and construction management

**Dekalb County Government, Decatur, Georgia** 2011 to 2013

Assistant Director of Finance

Administrator and manager responsible for financial reporting, budget preparation, bond issues and multiple accounting functions.

- Oversee debt administration, banking services, and millage rate calculations.
- Use of complex spreadsheets to analyze financial data and analysis
- Oversee external audit in preparation of annual financial statements and CAFR.

**Fayette County Board of Education, Fayetteville, Georgia** 2008 to 2011

Coordinator of Audits and Financial Reporting

Professional administrator and manager responsible for financial reporting, budget preparation, auditing and multiple accounting functions.

- Oversee debt administration, software application upgrades, banking services.
- Extensive use of complex spreadsheets to analyze payroll data for budget calculation.
- Coordinate external audit in preparation of annual financial statements and CAFR.

**Clayton County Board of Commissioners, Jonesboro, Georgia** 1995 to 2008

Assistant Finance Director/Financial Systems Security Officer

Senior level manager responsible for financial systems computer operations and programming staff on AS400 platform as well as assist in management of accounting operations.

- Implemented programming change management software to better track program changes.
- Responsible for oversight of Federal HUD grant funds administration.

Financial Reporting Manager

Senior level manager responsible for preparation of the annual audit, capital projects, and grants.

- Preparation of annual CAFR and annual pension financial report.
- Reporting to Federal and State agencies including Single Audit Act.

Payroll Manager

Responsible for timely completion of biweekly payroll for over 2000 employees.

- Developed Lotus spreadsheets to streamline repeating journal entries for improved efficiency.
- Prepared countywide payroll projections and balanced payroll liability accounts.
- Developed Microsoft Access Database to track and balance garnishment deductions.

Senior Internal Auditor

Responsible for auditing county departments, personal property tax returns, and external county projects.

- Conducted personal property tax return audits discovering over \$500,000 in revenues.
- Conducted external audit of Atlanta Airport business licenses recovering lost county revenue.

Financial Management Analyst/Principal Accountant

Responsible for the budgeting and accounting functions for multiple county departments. Served as project leader for countywide projects.

- Prepared annual budgets for at least 20 plus departments on an AS400 platform.
- Analyzed accounting and budget detail for annual reporting purposes.
- Responsible for maintaining control of the county general fixed asset accounting system.

**United Parcel Service**, Atlanta, Georgia

1984 to 1995

General Ledger Supervisor, Billing - A/R Supervisor, Accounts Payable Supervisor

- Supervised up to 35 employees in multiple accounting functions

## **Education/Certifications**

Bachelor of Business Administration/Accounting; Georgia State University, 1989

Masters Business Administration (focus on Accounting), University of West Georgia, 2006

Financial Officer I, Carl Vinson Institute of Government (University of Georgia)

Financial Officer II, Carl Vinson Institute of Government (University of Georgia)

Certified Public Finance Officer (CPFO)

- Accounting and Financial Reporting Certificate (2008)
- Debt Management Certificate (2009)
- Cash Management and Investments Certificate (2009)
- Operating and Capital Budget Certificate (2009)
- Pensions & Benefits, Risk Management, and Procurement Certificate (2010)

## **Computer Skills**

Proficient in Windows-based and mainframe software including Excel, Word, Visio, Powerpoint, Access, Quickbooks, Go-Fund, Lotus 123, Wordperfect, Harvard Graphics, Pillar, Peoplesoft, Arthur/Young, McCormick and Dodge G/L, Tyler EERP..

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Request to approve a recommendation from the Selection Committee, comprised of Commissioners Lee Hearn and Edward Gibbons to appoint John Addison Lester III to the Fayette County Development Authority to fulfill a four-year term beginning April 10, 2026 and expiring April 9, 2030.

**Background/History/Details:**

The Fayette County Development Authority is comprised of nine members. Five of the members are appointed to at-large positions by the Fayette County Board of Commissioners for four-year terms. Three members are appointed by the City of Fayetteville, the City of Peachtree City, and the Town of Tyrone, respectively. The remaining position is a member of the Peachtree City Airport Authority.

Fayette County's Development Authority sets policy, determines annual goals and serves as a liaison between the business community and local government. This board utilizes individual talents and experiences in building consensus in an effort to facilitate an improved business climate, diversified economic base, and a steady economy that results in benefits for every citizen, business owner, and government in Fayette County.

This open seat was posted for 90 days and eleven (11) applicants submitted applications.

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

Approval to appoint John Addison Lester III to the Fayette County Development Authority to fulfill a four-year term beginning April 10, 2026 and expiring April 9, 2030.

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

Not Applicable.

Has this request been considered within the past two years?

If so, when?

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

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**



APPLICATION FOR APPOINTMENT  
Fayette County Development Authority

Thank you for your interest in being considered for appointment to the **Fayette County Development Authority.**

Applicants must be a legal resident of the State of Georgia and have been a resident of Fayette County for at least six months prior to the date an application is submitted.

The Fayette County Development Authority is comprised of nine members. Five of the members are appointed to at-large positions by the Fayette County Board of Commissioners for four-year terms. Meetings are typically held on the fourth Thursday of each month at 4:00 p.m. Please do not apply if you will be unable to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Fayette County Development Authority meetings as possible in an effort to become familiar with the responsibilities of the post.**

Please take a few minutes to complete the application and return with a resume, if available, via email to Tameca Smith, County Clerk, at \_\_\_\_\_ or at 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 **no later than 5:00 p.m. on Friday, April 17, 2026.**

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

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

NAME : John Addison Lester III

ADDRESS : 235 Forrest Ave  
Fayetteville, GA 30214-1322

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

EMAIL ADDRESS : [REDACTED]

John Addison Lester  
Signature

4-15-26  
Date



**APPLICATION FOR APPOINTMENT**  
**Fayette County Development Authority**

1. How long have you been a resident of Fayette County?

70+ years

2. Why are you interested in serving on the Fayette County Development Authority?

I believe that I bring a unique perspective from having worked with the FCDA as a landowner and having a historical perspective from my time here.

3. What qualifications and experience do you possess that should be considered for appointment to the Fayette County Development Authority?

- 8 years on Fayetteville's DDA
- 11 years on the county Board of Elections
- Leadership positions in Customer Service and Human Resources

4. List your recent employment experiences to include name of company and position.

Retired for 22 years. Previously worked for Georgia Power/Southern Company for 28 years. The majority of that time was spent in management positions in Human Resources and Customer Service.

5. Do you have any past experience related to this position? If so, please describe.

I served 8 years on the City of Fayetteville's Downtown Development Authority. As a landowner I worked closely with FCDA on potential projects affecting us.

6. Are you currently serving on a commission/board/authority or in an elected capacity with any government?

No

7. Have you attended any Fayette County Development Authority meetings in the past two years and, if so, how many?

No

8. Are you willing to attend seminars or continuing education classes at county expense?

Yes

9. What is your vision of the county's future related to the duties of the Fayette County Development Authority?

The county should seek controlled growth that maintains and improves our quality of life. This is difficult for some to see. Also the FCDA needs to be smart consistent stewards of the assets they have.

10. Would there be any possible conflict of interest between your employment or your family and you serving on the Fayette County Development Authority?

No

11. Are you in any way related to a County Elected Official or County employee? If so, please describe.

Yes. Second cousin to Lee Heavn

12. Describe your current community involvement.

Active at Fayetteville First Baptist Church and work with Fayette County Master Gardeners

13. Have you been given a copy of Fayette County's Ethics Ordinance?

Yes

14. Is there any reason why you would not be able to comply with the County's Ethics Ordinance?

No

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Request to approve an Amendment to Subgrant Agreement with the Atlanta Regional Commission (ARC) for the 2026 Comprehensive Transportation Plan (CTP) update in the amount of \$192,000 federal and \$72,225.43 local match for a total amount of \$264,225.43.

**Background/History/Details:**

On December 12, 2024, the Board of Commissioners (BOC) approved a Subgrant Agreement with ARC to update Fayette County's Comprehensive Transportation Plan. The Agreement was fully executed on January 24, 2025, for a total contract amount of \$240,000 (\$192,000 federal, \$48,000 local).

On December 11, 2025, the BOC approved a Contract with Gresham Smith in the amount of \$264,225.43, including an additional \$24,225.43 in local SPLOST funding beyond the the \$48,000 local match identified in the ARC Agreement from January 24, 2025.

The proposed amendment with ARC accounts for the increase in local match funding (\$48,000 + \$24,225.43 = \$72,225.43) and increases the total contract amount to \$264,225.43.

The proposed Amendment to Subgrant Agreement and the fully executed Subgrant Agreement are provided as backup.

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

Approval of Amendment to Subgrant Agreement with the Atlanta Regional Commission (ARC) for the 2026 Comprehensive Transportation Plan (CTP) update in the amount of \$192,000 federal and \$48,000 local match for a total amount of \$240,000.

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

This project is already funded with a \$192,000 federal grant from ARC and \$72,225.43 local dollars from SPLOST 25TAD (see BOC approval on 12/11/2025).

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:**

AMENDMENT TO SUBGRANT AGREEMENT

THIS AMENDMENT is entered into as of the **9<sup>th</sup> day of March 2026**, by and between **FAYETTE COUNTY**, a political subdivision of the State of Georgia (hereinafter referred to as the “Subgrantee”) and the **ATLANTA REGIONAL COMMISSION** (hereinafter referred to as “ARC”).

WITNESSTH THAT

WHEREAS, the parties hereto did enter into an agreement dated December 12, 2024 (the “Agreement”), in which Subgrantee agreed to perform certain services for ARC and ARC agreed to compensate Subgrantee for the performance of such services, all as more fully set forth in said Agreement; and

WHEREAS, the parties wish to amend said Agreement in certain respects as set forth herein below.

NOW THEREFORE, for and in consideration of the mutual benefits to the parties, the parties agree that said Agreement is hereby amended as follows:

1. Paragraph 4, Compensation, is hereby amended to read: *“Subgrantee shall be compensated for the work and services to be performed under this Agreement as set forth in Attachment B, Compensation and Method of Payment, which is attached hereto and made part hereof. The total cost of the work as defined in Attachment A is \$264,225.43. ARC shall reimburse an amount not to exceed \$192,000.00 for the performance of all things for and incidental to the performance of work hereunder. All costs in excess of \$192,000.00 shall be paid by Subgrantee.”*
2. “Attachment A, Scope of Work” is hereby deleted in its entirety and replaced with “Revised Attachment A, Scope of Services, 3/9/2026,” attached hereto.
3. “Attachment B, Compensation and Method of Payment” is hereby deleted in its entirety and replaced with “Revised Attachment B, Compensation and Method of Payment 3/9/2026,” attached hereto.
4. “Exhibit B-1, Budget Estimate” is hereby deleted in its entirety and replaced with “Revised Exhibit B-1, Budget Estimate 3/9/2026,” attached hereto.

Except as specifically modified hereinabove, the remainder of said Agreement shall remain in full force and effect.

*[REMAINDER INTENTIONALLY LEFT BLANK  
SIGNATURES TO FOLLOW]*

ARC Contract  
UP2465.1

IN WITNESS WHEREOF, Subgrantee and ARC have hereunto agreed effective as of the date first above written.

**FAYETTE COUNTY**

ATTEST:

\_\_\_\_\_

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

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

**ATLANTA REGIONAL COMMISSION**

ATTEST:

\_\_\_\_\_  
Assistant Secretary

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Chair

**REVISED ATTACHMENT A****FAYETTE COUNTY  
COMPREHENSIVE TRANSPORTATION PLAN  
SCOPE OF SERVICES  
3/9/2026****I. General**

The work to be accomplished is in support of the following Atlanta Regional Commission (ARC) Cost Center:

Cost Center 406ECP: County Transportation Planning

**II. Area Covered**

The area of study for the plan development is defined, but not limited to, Fayette County jurisdictional boundary, including the municipalities. Coordination with adjacent jurisdictions within an area of a minimum of three miles outside Fayette County is also required in order to promote coordinated long-range transportation planning efforts across jurisdictional boundaries.

**III. Goal**

The Comprehensive Transportation Planning (CTP) program was established to ensure the transportation infrastructure has a positive impact on strengthening the Atlanta Region's economy and communities at both the local and regional levels. It accomplishes this by providing financial assistance for counties and their constituent municipalities to develop joint long-range transportation plans. These plans, while focused on local issues and needs, also serve as the foundation for regional planning efforts led by the Atlanta Regional Commission.

Coordination with the regional transportation planning process and regional development plan policies, and consideration of the Department of Community Affairs's (DCA) minimum standards will help ensure jurisdictions develop plans that meet regional goals and are based on sound technical analysis.

**IV. Background**

The CTP Program will assist local governments by clearly defining city-wide goals, needs, and priorities. While ARC typically completes needs assessments and transportation plans focusing on regional needs and solutions, a successful local transportation plan and program is also critical. Local transportation plans are a key mechanism in which governments define programs and projects they are prepared to support and assist in funding. It is a critical program

objective that these identified priorities will form the basis for future funding requests during Transportation Improvement Program (TIP) and Metropolitan Transportation Plan (MTP) update cycles. No MTP can be successfully implemented without local support for plan goals, programs, and projects.

Transportation plans resulting from the CTP Program shall be informed by existing county and/or city comprehensive plans, thereby strengthening the connection between land use and transportation planning. CTP plan recommendations will clearly reference alignment with these aforementioned efforts. Additionally, CTP plans must address all Federally-mandated Planning Factors as outlined by the Infrastructure Investment and Jobs Act (IIJA).

Federal funding, with a minimum 20% local match, provides the resources to implement the program. A maximum federal funding level is established for each jurisdiction using ARC's most recent population estimates.

All work tasks refer to the development of the CTP plan. If the CTP plan is developed as part of a broader local comprehensive plan, program funding shall only be spent on elements eligible under federal transportation planning legislation and associated guidance.

## **WORK TASKS**

### **Fayette County Planning Context**

This is a partial CTP update which will focus on traffic impacts associated with several large developments in the central part of the County. Many of the large projects underway were not accounted for in our current CTP and it is difficult to understand the cumulative impact of multiple projects. This update would provide a collective assessment of what's happening and identify safety, operational, or capacity projects needed to accommodate the changing traffic demands.

The study limits of the update may include all or portions of the following roads:

SR 54	SR 74	SR 85	SR 279	SR 314
Dogwood Trail	Eastin Road	Flat Creek Trail	Gingercake Road	Graves Road
Jenkins Road	Kenwood Road	Lees Mill Road	Lester Road	New Hope Road
Palmetto Road	Peters Road	Sandy Creek Rd	S. Sandy Cr. Rd	Tyrone Road
Veterans Pkwy	Westbridge Rd			

The Visions, Goals, and Objectives established in the current CTP (adopted 2019) are valid will not be revisited during this planning process. Likewise, the project list and priorities are considered valid and will not be wholly revisited. However, because this process may add, change scope, or change priorities of certain project and/or policy recommendations, a limited public and stakeholder engagement process is necessary.

### **Task 1 – Project Management**

The purpose of **Task 1** is to ensure that the CTP begins with a clear understanding of the project's processes, schedule, and desired outcomes. **Task 1** establishes an effective working relationship among County staff, the Project Management Team, and the Stakeholder Committee.

The Subgrantee will host a project kickoff meeting with the Project Management Team (PMT) to review major transportation issues facing Fayette County, clarify agency roles, define priorities, and identify relationships to other local and regional planning efforts. A preliminary outline of the Project Management Plan (PMP) will be presented for discussion and feedback. The kickoff meeting will also include a review of the prior CTP's vision, goals, and objectives.

Following the kickoff meeting, the Subgrantee will finalize the Project Management Plan (PMP). The PMP will refine the contract scope of work and drive the work schedule for the duration of the project. The PMP will be submitted to the PMT no later than two weeks following the project kick-off meeting for review and comment.

At a minimum, the PMP will:

- Identify an organizational chart and provide key staff contact information.
- Define protocols and procedures for the Project Team to adhere to, including:
  - Communications protocols
  - Quality Assurance and Quality Control protocols which will ensure a high standard of professionalism with respect to all deliverables to be made available to the public, stakeholders, and elected officials.
  - Administrative and Invoicing procedures, which will follow ARC's provided templates and procedures for collecting invoices monthly
- Refine work tasks, subtasks, review/comment points, and the timing and content of deliverables.
- Describe how the PMT will interface with entities working on any other concurrent land use/ transportation planning efforts in the Study Area.
- Outline a comprehensive communications strategy / public participation plan to ensure integration of a central message among the PMT, stakeholders and the public.
  - This includes branding the CTP and documenting a communications strategy linking the CTP to ongoing and recently completed planning studies and initiatives and capital improvement programs.

- Specify roles and responsibilities of study participants, including the composition of a Stakeholder Committee.
- Outline a project schedule and deliverable dates.
- Outline a Budget Allocation by Task.

Ongoing PMT meetings should take place regularly (monthly at a minimum) throughout the length of the project and should include an ARC representative in addition to the appropriate County staff and Consultant team.

### **TASK 1 DELIVERABLES:**

- *Kickoff meeting and summary notes*
- *Draft and Final Project Management Plan*
- *Regular PMT Meetings Calendar Invite*
- *PMT Meeting Notes*
- *Monthly invoices following ARC invoicing procedures*

### **TASK 2 – ENGAGEMENT**

The purpose of **Task 2** is to utilize ROBUST, EQUITABLE, and MEANINGFUL community engagement throughout the CTP development process. Because this is a limited plan update and the vision, goals, and objectives will not be changed; and the project list and priorities will only be partially updated to reflect recent growth pressures; the engagement process will focus more heavily on stakeholders with a concurrent effort to engage the greater Fayette County public. The engagement effort will provide input for input for the technical planning process; and collaboration in the creation of project and policy recommendations. The community shall be engaged early and often in the planning process with the intention of creating as many touchpoints<sup>1</sup> as possible. All groups in the community will be actively engaged with an emphasis on groups that have not been historically involved in the planning process. Creativity in reaching communities which are traditionally not well represented in the planning process, including minorities, low-income individuals, people with limited English proficiency, and students, will be essential to the overall success of this effort.

#### **2a. Public Engagement Plan**

The exact process, schedule, and methods of community engagement will be defined in an associated Public Engagement Plan (PEP). The PEP is an early deliverable and shall be developed and finalized within 4 weeks of the kickoff meeting. ARC's [Public Participation Plan](#) (PPP) shall be used as a guide and the engagement techniques and tools identified within the PPP are encouraged.

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<sup>1</sup> A touchpoint is defined as any way a member of the public interacts with the planning process - whether in-person meeting, pop-up event, through a website, survey response(s), email, or any form of communication about the CTP with a member of the community.

The Project Management Team shall review, comment and approve the PEP and any subsequent changes to the document.

Engagement activities include interactions with the public, as well as entities such as federal, state and local governments, transit agencies, and development community representatives. The PEP shall include a plan for engaging the public officials responsible for adopting the CTP throughout the planning process (Fayette County and its constituent municipalities). These officials should be briefed a minimum of two times during the plan development process (additional meetings may be conducted as necessary).

The Subgrantee shall anticipate and allow for review of any materials to be released to the public to have adequate review time by the PMT within the schedule.

A template will be provided by ARC for the Subgrantee to use to track all public engagement touchpoints. The tracking sheet will be submitted back to ARC after all engagement for the CTP is complete.

## **2b. Stakeholder Committee**

A Stakeholder Committee (SC) will be formed and consulted regularly. The SC shall consist of community members, representatives of community organizations as well as transportation and planning professionals and elected officials such as Mayors, City Council members, GDOT Planning staff, Community Improvement Districts, transit operators, local engineering and planning departments, and/or economic development entities may be included.

The SC will meet a minimum of three times during the plan development process (additional meetings may be conducted as necessary). All significant findings and recommendations of the CTP will be presented to the committee for review and feedback. The SC will help to shape the CTP by providing input on the Goals and Objectives, draft Needs Assessment and draft Project Recommendations, including policy recommendations.

Stakeholder engagement shall be coordinated/incorporated with Fayette County's existing Transportation Committee

## **2c. Methods of Engagement**

The ARC Public Participation Plan shall be consulted as a resource for approved methods of Public Engagement. While the engagement methods for this CTP will be defined in the PEP, at a minimum they shall include the following:

- **Stakeholder Committee** (as defined in section 2b)
- **Standalone Project Website**

- The project website will be capable of both disseminating information and collecting input. The project website is intended to be the most visible and comprehensive communication piece for the planning process. At minimum, the website shall include the following items:
  - Project Background / Intent
  - Schedule (Project Phases and Public Engagement Events)
  - Interactive Map where people can provide input on issues/needs, project recommendations, and other suggestions
  - Asynchronous meetings / recording of meetings
  - Data / Documents (Draft and Final)
    - The Public Engagement Plan with its demographic analysis shall be published on the website, including a high-level summary.
  - Methods to leave general comments and contact project team
  - Email collection for mailing list (opt in to receive further info about project, popups, surveys)
  - 24 months minimum of live website
- *Suggestion: multi-media video or recording that is social media friendly*
- **Face-to-Face Outreach (In-person)** (Minimum Two Rounds)
  - While virtual engagement has proven cost effective and successful, face-to-face interactions are still a critical component of the PEP. In-person small group outreach is intended to occur in the community where people are already gathering to create awareness of the planning process and the opportunities for involvement.
  - This outreach is intended to occur as small popups at multiple locations throughout the county that utilize places where people are already gathering, such as:
    - Public libraries
    - Festivals
    - Parks and popular trails
    - Transit stops
    - Youth sports
    - Shopping centers / commercial districts
    - School events (high schools)
    - Government service centers
    - Senior centers / senior housing
    - Others
- **Surveys**
  - Surveys will be utilized during the initial phase to identify issues from members of the public and a second time after recommendations have been formed to get feedback on the proposed recommendations.
  - Two (2) surveys will be available for a minimum of 30 days
  - Paper surveys shall be made available as appropriate, such as at pop-up events to engage with the public who do not have access to online surveys. A portable device should also be made available so that people can complete the surveys while engaging with the project team.

- The surveys must ask for demographic information that can be provided to ARC in the summary report.
- **Email List / Blast**
  - Collect emails from people who have specifically opted-in or utilize lists that the County / cities already have.
  - Email blasts can be sent to notify of upcoming events, posted surveys, or any other project-related announcements.
- **Public Meetings**
  - A minimum of 2 public meetings shall be held. The meetings may be in-person or virtual (no hybrid options).
  - Any materials presented at the public meetings shall be made available on the project website.
  - *Suggestion: walking audit, tactical demonstration project, peer site visits, workshops*

Engagement materials shall be translated into languages other than English where appropriate based on the findings in the demographic analysis.

## **TASK 2 DELIVERABLES:**

- *Draft and Final Public Engagement Plan*
- *Small group outreach and public meeting materials and summary documentation (conducted as part of Tasks 4 and 5)*
  - *Including photos of engagement*
- *Project website materials (prepared throughout CTP development process)*
- *Stakeholder Committee meeting materials and summary documentation (conducted throughout CTP development process)*
- *PMT meeting summary notes (conducted throughout CTP development process)*
- *Completed Public Engagement touchpoints tracking spreadsheet (provided by ARC)*
- *Public Engagement activities summary memo*

## **Task 3 – Discovery, Data Collection, and Baseline Conditions**

With the current CTP as a foundation, **Task 3** will include a review of existing studies and related documents. This task will also document the study area's existing transportation network and its performance. The study focus will be central Fayette County and the recent and planned developments in the area. The following need to be reviewed and included in the deliverables:

### **Task 3a. Previous Studies and Related Documents**

- 2019 CTP
- Multiple Corridor Studies
- Recent DRIs
- Other upcoming DRIs or developments
- Current transportation SPLOST lists

- ARC Regional Freight Mobility Plan
- Coordination with Safety Action Plan development (on going work in 2024)
- County & City (Tyrone, Peachtree City, and Fayetteville) Planning Documents

### **Task 3b. Data Collection**

- Traffic counts on select corridors
- Turning movement counts at select intersections
- Available traffic and crash data
- Identification of Protected Classes

### **Task 3c. Baseline Conditions**

- Roadway Delay and/or Other Mobility Measures
- Roadway, Pedestrian, Bicycle, and Golfcart Safety
- Bicycle and Pedestrian Access Gap Analysis

### **Task 3 Deliverables:**

- *Traffic Counts*
- *Draft and Final Discovery and Baseline Conditions Technical Memo/Slide Deck*

### **Task 4: Traffic Modeling**

The intent of Task 4 is to assess traffic impacts of the recent and anticipated development in central Fayette County (centered on Trilith Studios and the US Soccer headquarters and training center) on the identified roadway corridors. Countywide transportation implications should be considered as well.

The subgrantee will assess operational and capacity needs along select corridors (e.g. LOS analysis) using:

- The Regional Travel Demand Model in coordination with ARC staff
- Current and projected Synchro (or other traffic simulation software)
- Real time probe data
- And/or Others as identified

### **Task 4 Deliverables:**

- *Draft and Final Traffic Modeling Technical Memo/Slide Deck*

### **Task 5: Recommendations**

The intent of Task 5 to develop infrastructure and/or policy recommendations based on traffic, safety, and bicycle/pedestrian access assessments. Recommendation to be developed in coordination with existing documents, such as:

- Complete Street / Superstreet Concepts
- Truck Accommodations
- Railroad Crossings

- Bike, Pedestrian, and Gold Cart needs

An equity Analysis shall be completed for use in project recommendations. In addition, there shall be a consideration of resiliency and sustainability for recommended projects.

The subgrantee will provide an updated, comprehensive list of projects (based on the 2019 CTP + current analysis). All newly identified or updated projects shall include current and implementation year planning level cost estimates.

Task 5 shall also include an assessment of local funding. This assessment shall document existing local Fayette County transportation funding sources and amount. The existing revenues should be forecasted and potential additional funding opportunities (IIJA, TIP, private-sector, SPLOST, etc.) shall be identified and recommended as next steps.

**Task 5 Deliverables:**

- *Draft and Final Recommendations memo/slide deck*
- *Updated Project List (to be adopted or amended into 2019 CTP project list)*

## **REVISED ATTACHMENT B**

### **COMPENSATION AND METHOD OF PAYMENT**

**3/9/2026**

#### **I. Compensation**

The total cost of the Project (as described in “Attachment A”) is **\$264,225.43**. ARC’s compensation to the Subgrantee will not exceed 80 percent of the actual costs incurred. However, in no event will the total compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed the sum of **\$192,000.00**. All costs in excess of \$192,000.00 are to be paid by the Subgrantee.

A breakdown of this compensation is shown in Exhibit B-1, “Budget Estimate”, which is attached to and made part of this contract for financial reporting, monitoring and audit purposes.

#### **II. Method of Payment**

The following method of payment replaces that specified in the main body of the contract.

**Progress Payments:** The Subgrantee shall be entitled to receive progress payments on the following basis. As of the last day of each month during the existence of this contract, the Subgrantee shall prepare an invoice for payment documenting work completed and costs incurred during the invoice period. This monthly invoice shall be submitted to ARC along with the monthly report by the last day of the month following the invoice period. Any work for which reimbursement is requested may be disallowed at ARC’s discretion if not properly documented, as determined by ARC, in the required monthly narrative progress report.

Upon the basis of its audit and review of such invoice and its review and approval of the monthly reports called for in the paragraph concerning “Reports” in the main body of the contract, ARC will, at the request of the Subgrantee, make payments to the Subgrantee as the work progresses but not more often than once a month. Invoices shall reflect 100% of the allowable actual costs incurred, be numbered consecutively and submitted each month until the project is completed. Reimbursement payments from ARC shall be at 80% of the approved invoiced costs.

Subgrantee’s monthly invoices and monthly narrative progress reports are to be submitted to the CTP program manager and must be received by not later than the last day of the month following the invoice period. ARC may, at its discretion, disallow payment of all or part of an invoice received after this deadline.

ARC Contract  
UP2465.1

Final Payment: Final payment shall only be made upon determination by ARC that all requirements hereunder have been completed. Upon such determination and upon submittal of a final invoice, ARC shall pay all compensation due to the Subgrantee, less the total of all previous progress payments made.

Subgrantee's final invoice and summary document must be received by ARC no later than ten days after the project completion date specified in Paragraph 3 of the contract. ARC may, at its discretion, disallow payment of all or part of a final invoice received after this deadline.

### **III. Completion of Project**

It is agreed that in no event will the maximum compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed \$192,000 and that the Subgrantee expressly agrees that it shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, all of the work and services described in Attachment A.

### **IV. Access to Records**

The Subgrantee agrees that ARC, the Concerned Funding Agency or Agencies and, if appropriate, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Subgrantee which are directly pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions.

The Subgrantee agrees that failure to carry out the requirements set forth above shall constitute a breach of contract and may result in termination of this agreement by ARC or such remedy as ARC deems appropriate.

### **V. ARC's Designated Agent**

In accordance with Paragraph 5 of the main body of this contract, ARC's Executive Director hereby designates ARC's Chief Operating Officer as her agent for purposes of this contract only, except for executing amendments hereto.

**REVISED EXHIBIT B-1**

**BUDGET ESTIMATE  
3/9/2026**

<b>Task</b>	<b>Description</b>	<b>Budget</b>
1	Project Management	\$ 35,090.63
2	Engagement	\$ 72,014.11
3	Discovery, Data Collection, and Baseline Conditions	\$ 37,995.06
4	Traffic Modeling	\$ 57,714.27
5	Recommendations	\$ <u>61,411.36</u>
	<b>Total</b>	<b>\$ 264,225.43</b>

ARC Share (80%) \$192,000

Local Share (20%) \$48,000

Additional Local Contribution \$24,225.43

**Total** **\$264,225.43**

\* Note: The estimates listed above are preliminary and actual costs by task may vary so long as the total contract value does not increase. Any change to the budget estimates shown above must be requested in writing and approved by ARC's Chief Operating Officer.

# Cover Sheet: Contract Summary and Internal Approvals



## Document Identification

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<b>Contract Number:</b> UP2465	<b>Document Type:</b> Subgrant	
<b>Date:</b> 2025-01-14 00:00:00	<b>Vendor:</b> Fayette County	
<b>Contract Total:</b> \$240,000.00	<b>Match Amount:</b> \$48,000.00	<b>Amendment Amount:</b> N/A
<b>Procurement Needs Form Date:</b>	<b>Vendor Selection Form Date:</b>	

## Details

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**Department Name:** Transportation Planning

**Chief Office:** Office of the Chief Operating Officer

**Contract Description:** This is a subgrant agreement with Fayette County for their CTP. The contract is for \$240,000 (\$192,000 federal, \$48,000 local). The CTP program is budgeted in cost center 406ECP and is in the 2025 budget for Transportation Planning. The CTP program assists local governments with defining county wide goals, needs and priorities, focusing on local issues and needs while also serving as the foundation for the regional planning efforts in the TIP and MTP update cycles.

## Required Signatures

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Executive Director  
Board Chair  
Assistant Secretary

## Internal Approvals

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**Department Manager:** Approved by John Orr on Jan 15, 2025

**Chief Officer:** Approved by Mike Alexander on Jan 16, 2025

**Legal:** Approved by Rhea Thomas on Jan 22, 2025

## SUBGRANT AGREEMENT

THIS AGREEMENT, entered into as of this 12<sup>th</sup> day of December, 2024, by and between Fayette County, a political subdivision of the State of Georgia (hereinafter referred to as the "Subgrantee") and the ATLANTA REGIONAL COMMISSION (hereinafter referred to as "ARC").

### WITNESSETH THAT:

WHEREAS, ARC desires to engage the Subgrantee to render certain services hereinafter described in connection with an undertaking or project (hereinafter referred to as the "Project") which is to be wholly or partially financed by a grant from the United States Department of Transportation, (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as "the Concerned Funding Agencies");

WHEREAS, the Subgrantee desires to render such services in connection with the project;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Engagement of the Subgrantee. ARC hereby agrees to engage the Subgrantee and the Subgrantee hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. Scope of Services. The Subgrantee shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, the work and services described in Attachment "A" which is attached hereto and made a part hereof.
3. Time of Performance. The services of the Subgrantee are to commence immediately upon execution of this agreement. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A." All work and services required hereunder shall be completed on or before April 30 2027.
4. Compensation. The Subgrantee shall be compensated for the work and services to be performed under this agreement as set forth in Attachment "B" which is attached hereto and made part hereof. Compensation for work and services in the performance of this contract shall not exceed \$192,000.
5. Approval of Subcontracts. None of the work or services to be performed under this agreement by the Subgrantee shall be subcontracted without the prior written approval of ARC's Executive Director or his authorized agent. If such approval is requested, all subcontract documents shall be submitted to ARC's Executive Director or her authorized agent, for her review and approval prior to the execution of such subcontract. Further, if requested by ARC's Executive Director or her authorized agent, the Subgrantee shall

provide ARC with such documentation as ARC's Executive Director shall require, regarding the method the Subgrantee used in selecting its subcontractor. The Subgrantee acknowledges that if work or services to be performed under this agreement is financed solely or partially with federal funds, the selection of subcontractors is governed by regulations requiring competition between potential subcontractors or adequate justification for sole source selection. The Subgrantee agrees to abide by such regulations in its selection procedure.

6. Prompt Payment and Retainage. The prime subgrantee agrees to pay each subcontractor under this prime grant for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime subgrantee receives from ARC. The prime subgrantee agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC. This clause applies to both DBE and non-DBE subcontracts.

Any subgrantee found not to be in compliance with this clause will be considered in breach of contract and any further payments will be withheld until corrective action is taken. If subgrantee does not take corrective action, subgrantee may be subject to contract termination.

7. Assignability. The Subgrantee shall not assign, sublet or transfer all or any portion of its interest in this agreement without the prior written approval of ARC.
8. Amendments. ARC may require changes in this agreement. Except for termination for cause or convenience, such changes, including any increase or decrease in the amount of the Subgrantee's compensation shall be incorporated in written amendments to this agreement. Amendments to this agreement may be executed on behalf of ARC only by ARC's Executive Director and Chairman.
9. Insurance. The Subgrantee will have and maintain insurance coverage that complies with the laws of the state of Georgia, as well as reasonable and prudent business practices. Such insurance shall at least include Worker's Compensation, Public Liability, Property Damage, and Valuable Papers coverage.
10. Formal Communication. Formal communications regarding this agreement shall include, but not necessarily be limited to correspondence, progress reports and fiscal reports.

All formal communication regarding this agreement shall be in writing between the person executing this agreement on behalf of the Subgrantee (executor) and ARC's Executive Director. However, the Subgrantee executor and ARC's Executive Director shall each have the right to designate in writing to the other an agent to act in his or her behalf regarding this agreement. Any restrictions to such designation must be clearly defined in the written designation.

In this regard, ARC's Executive Director hereby designates the Chief Operating Officer as her agent for purposes of this contract only, except for Amendments and Terminations.

11. Reports. The Subgrantee shall furnish ARC with narrative progress reports, in such form and frequency as may be specified by ARC's Executive Director or her authorized agent, outlining the work accomplished by the Subgrantee during the period, including the current status of the Project, and the percentage of work which has been completed.
12. Financial Reports. In addition to other records required by this contract, the Subgrantee agrees to provide to ARC such additional financial reports in such form and frequency as ARC may require in order to meet ARC's requirements for reporting to the Concerned Funding Agencies.
13. Program Fraud and False or Fraudulent Statements or Related Acts. The Subgrantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Subgrantee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the project for which this contract work is being performed. In addition to other penalties that may be applicable, the Subgrantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subgrantee to the extent the Federal Government deems appropriate.
14. Review and Coordination. To ensure adequate assessment of the Subgrantee's project and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The Subgrantee may be required to meet with designated representatives of ARC and the Concerned Funding Agencies from time to time to review the work and services performed. The Subgrantee shall be given reasonable written notice of such meetings.
15. Inspections. Authorized representatives of ARC and the Concerned Funding Agencies may at all reasonable times review and inspect the Project activities and data collected pursuant to this agreement. Except where specifically prohibited by law, all reports, studies, records, and computations prepared by or for the Subgrantee under this agreement shall be made available to authorized representatives of ARC and the Concerned Funding Agencies for inspection and review at all reasonable times in the Subgrantee's office where data is normally accumulated. Approval and acceptance of such material shall not relieve the Subgrantee of its professional obligation to correct, at its expense, any errors found in the work unless such errors can be shown to be caused by inaccurate or incomplete information provided by ARC.
16. Maintenance of Cost Records. The Subgrantee shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall

make such material available at all reasonable times during the period of the agreement, and for three years from the date of final payment under the agreement, for inspection by ARC, the Concerned Funding Agencies, and if the work and services to be performed under this agreement is wholly or partially funded with federal funds, the Comptroller General of the United States, or any of their duly authorized representatives. The Subgrantee shall include the provisions of this paragraph in any subcontract executed in connection with this Project.

17. No Obligation by the Federal Government. ARC and the Subgrantee acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to ARC, the Subgrantee, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
18. Status as Independent Contractors. Nothing contained in this agreement shall be construed to constitute the Subgrantee or any of its employees, servants, agents or subcontractors as a partner, employee, servant, or agent of ARC, nor shall either party to this agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.
19. Subgrantee's Personnel. The Subgrantee represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. Such personnel shall not be employees of ARC, nor shall such personnel have been employees of ARC during any time within the twelve-month period immediately prior to the date of this agreement, except with the express prior written consent of ARC. Further, the Subgrantee agrees that no such former ARC employees shall be involved in any way with the performance of this agreement, without the express prior written approval of ARC.
20. Employees' Rate of Compensation. The rate of compensation for work performed under this project by a staff member or employee of the Subgrantee shall not exceed the compensation of such person that is applicable to his or her other work activities for the Subgrantee. Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.
21. Interest of Subgrantee. The Subgrantee covenants that neither the Subgrantee, nor anyone controlled by the Subgrantee, controlling the Subgrantee, or under common control with the Subgrantee, nor its agents, employees or Subgrantees, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Subgrantee's service hereunder in an impartial and unbiased manner. The Subgrantee further covenants that in the performance of this agreement no person having any such interest shall be employed by the Subgrantee as an agent, Subgrantee or otherwise. If the Subgrantee contemplates taking some action which may constitute a violation of this paragraph, the Subgrantee shall request in writing the advice of ARC, and if ARC notifies the Subgrantee in writing that the Subgrantee's contemplated

action will not constitute a violation hereof, then the Subgrantee shall be authorized to take such action without being in violation of this paragraph.

22. Interest of Members of ARC and Others. No officer, member or employee of ARC, and no public official of any local government which is affected in any way by the project, who exercises any function or responsibilities in the review or approval of the project or any component part thereof, shall participate in any decision relating to this agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of ARC, or public official of any local government affected by the project, have an interest, direct or indirect, in this agreement or the proceeds arising therefrom.
23. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be admitted to any share or part of this agreement or to any benefits to arise herefrom.
24. Compliance with Requirements of the Concerned Funding Agencies. The Subgrantee shall be bound by the applicable terms and conditions of the Grant Contract between ARC and the Concerned Funding Agencies which said Grant Contract is on file in the offices of ARC and is hereby made a part of this agreement as fully as if the same were attached hereto. ARC will notify the Subgrantee in writing of any applicable changes within a reasonable time after ARC has received appropriate notice of such changes from the Concerned Funding Agencies.
25. Rights in Documents, Materials and Data Produced. For purposes of this agreement, "data" includes, but is not limited to, writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. ARC and the Concerned Funding Agencies shall have the right to use same without restriction or limitation and without compensation to the Subgrantee other than as provided in this agreement. The Subgrantee acknowledges that matters regarding rights to inventions and materials generated by or arising out of this agreement may be subject to certain regulations issued by the Concerned Funding Agencies.
26. Data and Software Licensing. During performance of the work covered by this Agreement ARC may provide certain data or software products, such as aerial photography or commercially available planning data and software, to the Subgrantee that have been obtained from various sources under specific licensing agreements. The Subgrantee acknowledges that any data or software that ARC may provide hereunder is provided as a non-exclusive, non-transferable, limited license for the Subgrantee or its Sub-Subgrantees to use the data or software for the work covered by this Agreement only. The Subgrantee shall not redistribute, republish or otherwise make this data or software available to any party not covered by this Agreement. The Subgrantee or any Sub-Subgrantees shall not use this data or software for any work not covered by this Agreement. The Subgrantee further acknowledges that upon completion of the project covered by this Agreement all data and

software provided by ARC will be returned to ARC and all copies of the data or software residing on the Subgrantee's or Sub-Subgrantee's computer systems will be removed.

27. Publicity. Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this agreement shall not be presented or published without first submitting the same to ARC for review and comment. No such presentation shall be made until comments have been received from ARC regarding such review; provided, however, if such comments have not been received by the Subgrantee within thirty calendar days after such submission, it shall be presumed that ARC has no objection thereto. ARC's comments, objections, reservations or disagreements regarding such material shall be accommodated as ARC shall specify.
28. Assurances. The Subgrantee hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements (as applicable), including, but not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 48 CFR 31, "Contract Cost Principles and Procedures," Executive Order 12372, "Intergovernmental review of Federal programs," U.S. Office of Management and Budget Circular Nos. A 21, "Cost Principles for Educational Institutions," and A 133, "Audits of States, Local Governments and Non-Profit Organizations," or other requirements imposed by ARC or the Concerned Funding Agencies concerning requirements of law or project matters as expressly made applicable by ARC herein, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted project. For audits of fiscal years beginning on or after December 26, 2014, the provisions of 2 CFR 200.501 supersede OMB circular A133. A nonfederal entity that expends \$750,000 or more in federal awards during its fiscal year must have a single or program-specific audit conducted for that year. Also, the Subgrantee gives assurance and certifies with respect to this agreement that:
- a. For all agreements:
    - i. It possesses legal authority to apply for this agreement, and, if appropriate, to finance and construct any proposed facilities; and, any required resolution, motion or similar action has been duly adopted or passed as an official act of the Subgrantee's governing body; that proper authorization exists for the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee to act in connection with the application and to provide such additional information as may be required, and, upon ARC approval of its application, that the person identified as the official representative of the Subgrantee is authorized to execute an agreement incorporating the terms of its application.
    - ii. It understands that the phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

- iii. It will comply with Title VI of the Civil Right Act of 1964 (P.L. 88-352 and 42 USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, handicap, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any project or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. The Subgrantee shall take affirmative action to ensure that qualified applicants are employed and qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities.

The Subgrantee shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall not discriminate against any qualified client or recipient of services provided through this agreement on the basis of age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall cause foregoing provisions to be included in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

The Subgrantee shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as ARC or the Concerned Funding Agencies may require.

The Subgrantee agrees to comply with such rules, regulations or guidelines as ARC or the Concerned Funding Agencies may issue to implement the requirements of this paragraph.

- iv. It will comply with applicable requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted projects.
- v. It will comply with the applicable provisions of the Hatch Act which limits the political activity of employees.
- vi. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

- vii. It will cooperate with ARC in assisting the Concerned Funding Agencies in this compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting, through ARC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through ARC, the Concerned Funding Agencies of the existence of any such properties, and by (b) complying with all requirements established by ARC or the Concerned Funding Agencies to avoid or mitigate adverse effects upon such properties.
- viii. For agreements not involving federal financial assistance for construction, it will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Concerned Funding Agencies, through ARC, of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by EPA.
- ix. It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- x. The Subgrantee agrees that throughout the performance of this contract it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC 1324a and O.C.G.A. § 13-10-91 regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United States. Thereunder, Subgrantee will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this contract or any subcontract hereunder.
- xi. The Subgrantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

The Subgrantee further agrees to include the provisions contained in the forgoing paragraph in each subcontract for services hereunder.

The Subgrantee shall not retaliate or take any adverse action against any employee or any subcontractor for reporting, or attempting to report a violation(s) regarding applicable immigration laws.

- b. For agreements involving either full or partial federal financial assistance for construction projects(s):
  - i. It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.
  - ii. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Usable by, the Physically Handicapped," Number A117 1-1961, as modified (41 CFR 101 - 17.703). The Subgrantee will be responsible for conducting inspections to ensure compliance by the Subgrantee with these specifications.
- c. For agreements exceeding \$100,000.00 in federal financial assistance:
  - i. It will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

29. Certifications.

- a. Prohibition Against Use of Funds to Influence Legislation (Lobbying). No part of any funds under this agreement shall be used to pay the salary or expenses of any Subgrantee, or agent acting for the Subgrantee, to engage in any activity designed to influence legislation or appropriations pending before the Congress as stated in 49 CFR 20.
- b. Debarment and Suspension. The Subgrantee agrees to comply with the nonprocurement debarment and suspension rules in 49 CFR 29.
- c. Drug-Free Workplace. The Subgrantee agrees and certifies that it will comply with the requirements for a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia, including passing through this requirement to lower tier Subgrantees.
- d. The Subgrantee agrees and hereby certifies that it will comply with the Georgia Security and Immigration Compliance requirements of O.C.G.A. § 13-10-91.

30. Other Requirements. In addition to other requirements of this agreement, the Subgrantee agrees to comply with, and shall be bound by, the applicable terms and conditions of all state and federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards, and the ARC Disadvantaged Business Enterprise Plan (in compliance with 49 CFR Part 26), as appropriate. In addition, the Subgrantee further agrees to comply with the DBE Utilization Plan submitted to ARC as part of its proposal. All such documents are hereby made part of this agreement fully as if the same were attached hereto.

The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The Subgrantee shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT assisted agreements. Failure by the Subgrantee to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

The Subgrantee agrees to pay each subcontractor under this prime agreement for satisfactory performance of its agreement no later than thirty business days from the receipt of each payment that said prime Subgrantee receives from ARC. The prime Subgrantee agrees further to return retainage payments to each subcontractor within ten business days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC. This clause applies to both Disadvantaged Business Enterprises and non-Disadvantaged Business Enterprises.

31. Termination for Mutual Convenience. ARC or the Subgrantee may terminate this agreement in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall, through formal written amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs. Settlement will be made in accordance with the terms and conditions of this agreement. ARC shall allow full credit to the Subgrantee for the ARC share of the non-cancelable obligations, properly incurred by the Subgrantee prior to termination.
32. Termination for Convenience. ARC may terminate this agreement, in whole or in part, at any time by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. In that event, all information and material produced or collected under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. If this agreement is terminated by ARC as provided in this paragraph, the Subgrantee will be reimbursed for the otherwise allowable actual expenses incurred by the Subgrantee up to and including the effective date of such termination, as authorized in Attachment "B." The Subgrantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs.
33. Termination of the Agreement for Cause. If the Subgrantee, due to its action or failure to act, shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Subgrantee has or shall violate any of the covenants, agreements, representations or stipulations of this agreement, ARC shall thereupon have the right to terminate this

agreement by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all information and materials collected or produced under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. The Subgrantee shall be entitled to receive just and equitable compensation for any satisfactory work completed under the Scope of Service up to and including the effective date of termination as authorized in Attachment "B." Notwithstanding the foregoing to the extent provided by law, the Subgrantee shall not be relieved of liability to ARC for damages sustained by ARC by virtue of any breach of this agreement by the Subgrantee and ARC may withhold any payments to the Subgrantee for the purpose of set-off for damages caused by the Subgrantee's breach, until such time as the exact amount of damages to ARC from the Subgrantee is determined.

34. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this agreement, in the event that any of the funds for carrying out the functions to which this agreement relates do not become available, then, upon written notice to the Subgrantee, this agreement may be immediately terminated without further obligation of ARC.
35. Suspension Due to Non-Availability of Funds. The Concerned Funding Agencies have the right to suspend financial assistance for this project. Consequently, ARC reserves the same right regarding this agreement. Such suspension would cause the withholding of further payments and/or prohibiting the Subgrantee from incurring additional obligations during the suspension period. However, unless notified in writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by the Subgrantee prior to the date of suspension to the extent that they are noncancelable.
36. Disputes and Appeals Any dispute concerning a question of fact arising either from a Subgrantee or subgrant selection decision, or under a Subgrantee or subgrant contract, once executed, shall be decided by ARC's Chief Operating Officer who, after advisory consultation with all appropriate ARC officials (e.g., General Counsel, etc.), shall promptly reduce such decision concerning the question of fact to writing and mail, or otherwise furnish a copy thereof, to the disputing party (i.e., as appropriate, either: the unsuccessful proposer; or the Subgrantee or subgrantee). The Chief Operating Officer shall concurrently fully advise the disputing party, in writing, of the provisions outlined herein below concerning the disputing party's right to appeal the decision to the ARC Executive Director. A copy of all such documents shall also be furnished to the ARC Office of General Counsel.

The decision of the Chief Operating Officer shall be final and conclusive unless, within ten (10) calendar days of receipt of such written decision, the disputing party mails or otherwise furnishes a written appeal concerning the question of fact to the ARC Executive Director, who shall arrange a formal hearing within twenty (20) calendar days after receipt of such appeal. Both the appealing party and the Chief Operating Officer shall be notified no less than five (5) calendar days in advance of the hearing and shall have the right to present witnesses and give evidence concerning the question of fact at such time. Within twenty (20) calendar days after the hearing, the Executive Director shall make a decision concerning the question of fact in writing to the appealing party and to the Chief Operating

Officer. A copy of the decision shall also be furnished to the ARC Office of General Counsel.

The decision of the Executive Director concerning the question of fact shall be final and conclusive unless determined by the cognizant grantor agency or agencies, or the Comptroller General of the United States, or a court of competent jurisdiction to have been arbitrary, capricious, an abuse of discretion or otherwise not in accordance with the law.

Pending final decision of an appeal to the Executive Director under a Subgrantee or subgrant contract already executed, the Subgrantee or subgrantee shall proceed diligently with the performance of the contract and in accordance with the Chief Operating Officer's decision.

Nothing in the foregoing shall be construed as making final the decisions of the Chief Operating Officer or the Executive Director as such decision relate to question of law.

37. Force Majeure. In no event shall either Party be responsible or liable for any failure or delay in the performance of its obligations hereunder upon the occurrence of any circumstance beyond the control of either party, such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, work stoppages, accidents, mandatory quarantines, pandemics, curfews, or other restrictions of movements, or civil disorder, to the extent that such circumstances make it illegal or impossible for either Party to fulfill the terms of this Agreement. Any termination or delay in the performance of this Agreement without liability is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical, but in no event longer than ten (10) days, after learning of such basis. It is understood that both Parties shall use reasonable efforts which are consistent with industry standard to fulfill the performance of this agreement to the extent feasible.
38. Applicable Law. This agreement shall be deemed to have been executed and performed in the State of Georgia. All questions of interpretation and construction shall be construed by the laws of Georgia.

IN WITNESS WHEREOF, the Subgrantee and ARC have executed this agreement as of the day first above written.

ATTEST:

James Smith  
County Clerk



FAYETTE COUNTY

Lee Han  
Title: Chairman

ATTEST:

ATLANTA REGIONAL COMMISSION

Brittany Zwald  
ARC Assistant Secretary

By: Anna Roach  
Executive Director

By: Andre Dickens  
Chairman

**ATTACHMENT A**  
**FAYETTE COUNTY**  
**COMPREHENSIVE TRANSPORTATION PLAN**  
**SCOPE OF WORK**

**I. General**

The work to be accomplished is in support of the following Atlanta Regional Commission (ARC) Cost Center:

Cost Center 406ECP: County Transportation Planning

**II. Area Covered**

The area of study for the plan development is defined, but not limited to, Fayette County jurisdictional boundary, including the municipalities. Coordination with adjacent jurisdictions within an area of a minimum of three miles outside Fayette County is also required in order to promote coordinated long-range transportation planning efforts across jurisdictional boundaries.

**III. Goal**

The Comprehensive Transportation Planning (CTP) program was established to ensure the transportation infrastructure has a positive impact on strengthening the Atlanta Region's economy and communities at both the local and regional levels. It accomplishes this by providing financial assistance for counties and their constituent municipalities to develop joint long-range transportation plans. These plans, while focused on local issues and needs, also serve as the foundation for regional planning efforts led by the Atlanta Regional Commission.

Coordination with the regional transportation planning process and regional development plan policies, and consideration of the Department of Community Affairs's (DCA) minimum standards will help ensure jurisdictions develop plans that meet regional goals and are based on sound technical analysis.

**IV. Background**

The CTP Program will assist local governments by clearly defining city-wide goals, needs, and priorities. While ARC typically completes needs assessments and transportation plans focusing on regional needs and solutions, a successful local transportation plan and program is also critical. Local transportation plans are a key mechanism in which governments define programs and projects they are prepared to support and assist in funding. It is a critical program

objective that these identified priorities will form the basis for future funding requests during Transportation Improvement Program (TIP) and Metropolitan Transportation Plan (MTP) update cycles. No MTP can be successfully implemented without local support for plan goals, programs, and projects.

Transportation plans resulting from the CTP Program shall be informed by existing county and/or city comprehensive plans, thereby strengthening the connection between land use and transportation planning. CTP plan recommendations will clearly reference alignment with these aforementioned efforts. Additionally, CTP plans must address all Federally-mandated Planning Factors as outlined by the Infrastructure Investment and Jobs Act (IIJA).

Federal funding, with a minimum 20% local match, provides the resources to implement the program. A maximum federal funding level is established for each jurisdiction using ARC's most recent population estimates.

All work tasks refer to the development of the CTP plan. If the CTP plan is developed as part of a broader local comprehensive plan, program funding shall only be spent on elements eligible under federal transportation planning legislation and associated guidance.

## **WORK TASKS**

### **Fayette County Planning Context**

This is a partial CTP update which will focus on traffic impacts associated with several large developments in the central part of the County. Many of the large projects underway were not accounted for in our current CTP and it is difficult to understand the cumulative impact of multiple projects. This update would provide a collective assessment of what's happening and identify safety, operational, or capacity projects needed to accommodate the changing traffic demands.

The study limits of the update may include all or portions of the following roads:

SR 54	SR 74	SR 85	SR 279	SR 314
Dogwood Trail	Eastin Road	Flat Creek Trail	Gingercake Road	Graves Road
Jenkins Road	Kenwood Road	Lees Mill Road	Lester Road	New Hope Road
Palmetto Road	Peters Road	Sandy Creek Rd	S. Sandy Cr. Rd	Tyrone Road
Veterans Pkwy	Westbridge Rd			

The Visions, Goals, and Objectives established in the current CTP (adopted 2019) are valid will not be revisited during this planning process. Likewise, the project list and priorities are considered valid and will not be wholly revisited. However, because this process may add, change scope, or change priorities of certain project and/or policy recommendations, a limited public and stakeholder engagement process is necessary.

### **Task 1 – Project Management**

The purpose of **Task 1** is to ensure that the CTP begins with a clear understanding of the project's processes, schedule, and desired outcomes. **Task 1** establishes an effective working relationship among County staff, the Project Management Team, and the Stakeholder Committee.

The Subgrantee will host a project kickoff meeting with the Project Management Team (PMT) to review major transportation issues facing Fayette County, clarify agency roles, define priorities, and identify relationships to other local and regional planning efforts. A preliminary outline of the Project Management Plan (PMP) will be presented for discussion and feedback. The kickoff meeting will also include a review of the prior CTP's vision, goals, and objectives.

Following the kickoff meeting, the Subgrantee will finalize the Project Management Plan (PMP). The PMP will refine the contract scope of work and drive the work schedule for the duration of the project. The PMP will be submitted to the PMT no later than two weeks following the project kickoff meeting for review and comment.

At a minimum, the PMP will:

- Identify an organizational chart and provide key staff contact information.
- Define protocols and procedures for the Project Team to adhere to, including:
  - Communications protocols
  - Quality Assurance and Quality Control protocols which will ensure a high standard of professionalism with respect to all deliverables to be made available to the public, stakeholders, and elected officials.
  - Administrative and Invoicing procedures, which will follow ARC's provided templates and procedures for collecting invoices monthly
- Refine work tasks, subtasks, review/comment points, and the timing and content of deliverables.
- Describe how the PMT will interface with entities working on any other concurrent land use/ transportation planning efforts in the Study Area.
- Outline a comprehensive communications strategy / public participation plan to ensure integration of a central message among the PMT, stakeholders and the public.
  - This includes branding the CTP and documenting a communications strategy linking the CTP to ongoing and recently completed planning studies and initiatives and capital improvement programs.
- Specify roles and responsibilities of study participants, including the composition of a Stakeholder Committee.
- Outline a project schedule and deliverable dates.
- Outline a Budget Allocation by Task.

Ongoing PMT meetings should take place regularly (monthly at a minimum) throughout the length of the project and should include an ARC representative in addition to the appropriate County staff and Consultant team.

**TASK 1 DELIVERABLES:**

- *Kickoff meeting and summary notes*
- *Draft and Final Project Management Plan*
- *Regular PMT Meetings Calendar Invite*
- *PMT Meeting Notes*
- *Monthly invoices following ARC invoicing procedures*

**TASK 2 – ENGAGEMENT**

The purpose of Task 2 is to utilize ROBUST, EQUITABLE, and MEANINGFUL community engagement throughout the CTP development process. Because this is a limited plan update and the vision, goals, and objectives will not be changed; and the project list and priorities will only be partially updated to reflect recent growth pressures; the engagement process will focus more heavily on stakeholders with a concurrent effort to engage the greater Fayette County public. The engagement effort will provide input for input for the technical planning process; and collaboration in the creation of project and policy recommendations. The community shall be engaged early and often in the planning process with the intention of creating as many touchpoints<sup>1</sup> as possible. All groups in the community will be actively engaged with an emphasis on groups that have not been historically involved in the planning process. Creativity in reaching communities which are traditionally not well represented in the planning process, including minorities, low-income individuals, people with limited English proficiency, and students, will be essential to the overall success of this effort.

**2a. Public Engagement Plan**

The exact process, schedule, and methods of community engagement will be defined in an associated Public Engagement Plan (PEP). The PEP is an early deliverable and shall be developed and finalized within 4 weeks of the kickoff meeting. ARC's Public Participation Plan (PPP) shall be used as a guide and the engagement techniques and tools identified within the PPP are encouraged.

The Project Management Team shall review, comment and approve the PEP and any subsequent changes to the document.

Engagement activities include interactions with the public, as well as entities such as federal, state and local governments, transit agencies, and development community representatives. The PEP shall include a plan for engaging the public officials responsible for adopting the CTP throughout the planning process (Fayette County and its constituent municipalities). These officials should be

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<sup>1</sup> A touchpoint is defined as any way a member of the public interacts with the planning process - whether in-person meeting, pop-up event, through a website, survey response(s), email, or any form of communication about the CTP with a member of the community.

briefed a minimum of two times during the plan development process (additional meetings may be conducted as necessary).

The Subgrantee shall anticipate and allow for review of any materials to be released to the public to have adequate review time by the PMT within the schedule.

A template will be provided by ARC for the Subgrantee to use to track all public engagement touchpoints. The tracking sheet will be submitted back to ARC after all engagement for the CTP is complete.

## **2b. Stakeholder Committee**

A Stakeholder Committee (SC) will be formed and consulted regularly. The SC shall consist of community members, representatives of community organizations as well as transportation and planning professionals and elected officials such as Mayors, City Council members, GDOT Planning staff, Community Improvement Districts, transit operators, local engineering and planning departments, and/or economic development entities may be included.

The SC will meet a minimum of three times during the plan development process (additional meetings may be conducted as necessary). All significant findings and recommendations of the CTP will be presented to the committee for review and feedback. The SC will help to shape the CTP by providing input on the Goals and Objectives, draft Needs Assessment and draft Project Recommendations, including policy recommendations.

Stakeholder engagement shall be coordinated/incorporated with Fayette County's existing Transportation Committee

## **2c. Methods of Engagement**

The ARC Public Participation Plan shall be consulted as a resource for approved methods of Public Engagement. While the engagement methods for this CTP will be defined in the PEP, at a minimum they shall include the following:

- **Stakeholder Committee** (as defined in section 2b)
- **Standalone Project Website**
  - The project website will be capable of both disseminating information and collecting input. The project website is intended to be the most visible and comprehensive communication piece for the planning process. At minimum, the website shall include the following items:
    - Project Background / Intent
    - Schedule (Project Phases and Public Engagement Events)
    - Interactive Map where people can provide input on issues/needs, project recommendations, and other suggestions
    - Asynchronous meetings / recording of meetings
    - Data / Documents (Draft and Final)
      - The Public Engagement Plan with its demographic analysis shall be published on the website, including a high-level summary.

- Methods to leave general comments and contact project team
  - Email collection for mailing list (opt in to receive further info about project, popups, surveys)
  - 24 months minimum of live website
- *Suggestion: multi-media video or recording that is social media friendly*
- **Face-to-Face Outreach (In-person) (Minimum Two Rounds)**
  - While virtual engagement has proven cost effective and successful, face-to-face interactions are still a critical component of the PEP. In-person small group outreach is intended to occur in the community where people are already gathering to create awareness of the planning process and the opportunities for involvement.
  - This outreach is intended to occur as small popups at multiple locations throughout the county that utilize places where people are already gathering, such as:
    - Public libraries
    - Festivals
    - Parks and popular trails
    - Transit stops
    - Youth sports
    - Shopping centers / commercial districts
    - School events (high schools)
    - Government service centers
    - Senior centers / senior housing
    - Others
- **Surveys**
  - Surveys will be utilized during the initial phase to identify issues from members of the public and a second time after recommendations have been formed to get feedback on the proposed recommendations.
  - Two (2) surveys will be available for a minimum of 30 days
  - Paper surveys shall be made available as appropriate, such as at pop-up events to engage with the public who do not have access to online surveys. A portable device should also be made available so that people can complete the surveys while engaging with the project team.
  - The surveys must ask for demographic information that can be provided to ARC in the summary report.
- **Email List / Blast**
  - Collect emails from people who have specifically opted-in or utilize lists that the County / cities already have.
  - Email blasts can be sent to notify of upcoming events, posted surveys, or any other project-related announcements.
- **Public Meetings**
  - A minimum of 2 public meetings shall be held. The meetings may be in-person or virtual (no hybrid options).
  - Any materials presented at the public meetings shall be made available on the project website.
  - *Suggestion: walking audit, tactical demonstration project, peer site visits, workshops*

Engagement materials shall be translated into languages other than English where appropriate based on the findings in the demographic analysis.

**TASK 2 DELIVERABLES:**

- *Draft and Final Public Engagement Plan*
- *Small group outreach and public meeting materials and summary documentation (conducted as part of Tasks 4 and 5)*
  - *Including photos of engagement*
- *Project website materials (prepared throughout CTP development process)*
- *Stakeholder Committee meeting materials and summary documentation (conducted throughout CTP development process)*
- *PMT meeting summary notes (conducted throughout CTP development process)*
- *Completed Public Engagement touchpoints tracking spreadsheet (provided by ARC)*
- *Public Engagement activities summary memo*

**Task 3 – Discovery, Data Collection, and Baseline Conditions**

With the current CTP as a foundation, **Task 3** will include a review of existing studies and related documents. This task will also document the study area's existing transportation network and its performance. The study focus will be central Fayette County and the recent and planned developments in the area. The following need to be reviewed and included in the deliverables:

**Task 3a. Previous Studies and Related Documents**

- 2019 CTP
- Multiple Corridor Studies
- Recent DRIs
- Other upcoming DRIs or developments
- Current transportation SPLOST lists
- ARC Regional Freight Mobility Plan
- Coordination with Safety Action Plan development (on going work in 2024)
- County & City (Tyrone, Peachtree City, and Fayetteville) Planning Documents

**Task 3b. Data Collection**

- Traffic counts on select corridors
- Turning movement counts at select intersections
- Available traffic and crash data
- Identification of Protected Classes

**Task 3c. Baseline Conditions**

- Roadway Delay and/or Other Mobility Measures
- Roadway, Pedestrian, Bicycle, and Golfcart Safety
- Bicycle and Pedestrian Access Gap Analysis

**Task 3 Deliverables:**

- *Traffic Counts*
- *Draft and Final Discovery and Baseline Conditions Technical Memo/Slide Deck*

**Task 4: Traffic Modeling**

The intent of Task 4 is to assess traffic impacts of the recent and anticipated development in central Fayette County (centered on Trilith Studios and the US Soccer headquarters and training center) on the identified roadway corridors. Countywide transportation implications should be considered as well.

The subgrantee will assess operational and capacity needs along select corridors (e.g. LOS analysis) using:

- The Regional Travel Demand Model in coordination with ARC staff
- Current and projected Synchro (or other traffic simulation software)
- Real time probe data
- And/or Others as identified

**Task 4 Deliverables:**

- *Draft and Final Traffic Modeling Technical Memo/Slide Deck*

**Task 5: Recommendations**

The intent of Task 5 to develop infrastructure and/or policy recommendations based on traffic, safety, and bicycle/pedestrian access assessments. Recommendation to be developed in coordination with existing documents, such as:

- Complete Street / Superstreet Concepts
- Truck Accommodations
- Railroad Crossings
- Bike, Pedestrian, and Gold Cart needs

An equity Analysis shall be completed for use in project recommendations. In addition, there shall be a consideration of resiliency and sustainability for recommended projects.

The subgrantee will provide an updated, comprehensive list of projects (based on the 2019 CTP + current analysis). All newly identified or updated projects shall include current and implementation year planning level cost estimates.

Task 5 shall also include an assessment of local funding. This assessment shall document existing local Fayette County transportation funding sources and amount. The existing revenues should be forecasted and potential additional funding opportunities (HJA, TIP, private-sector, SPLOST, etc.) shall be identified and recommended as next steps.

**Task 5 Deliverables:**

- *Draft and Final Recommendations memo/slide deck*
- *Updated Project List (to be adopted or amended into 2019 CTP project list)*

## **ATTACHMENT B**

### **COMPENSATION AND METHOD OF PAYMENT**

#### **I. Compensation**

The total cost of the Project (as described in "Attachment A") is \$240,000. ARC's compensation to the Subgrantee will not exceed 80 percent of the actual costs incurred. However, in no event will the total compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed the sum of \$192,000. All costs in excess of \$192,000 are to be paid by the Subgrantee.

A breakdown of this compensation is shown in Exhibit B-1, "Budget Estimate", which is attached to and made part of this contract for financial reporting, monitoring and audit purposes.

#### **II. Method of Payment**

The following method of payment replaces that specified in the main body of the contract.

**Progress Payments:** The Subgrantee shall be entitled to receive progress payments on the following basis. As of the last day of each month during the existence of this contract, the Subgrantee shall prepare an invoice for payment documenting work completed and costs incurred during the invoice period. This monthly invoice shall be submitted to ARC along with the monthly report by the last day of the month following the invoice period. Any work for which reimbursement is requested may be disallowed at ARC's discretion if not properly documented, as determined by ARC, in the required monthly narrative progress report.

Upon the basis of its audit and review of such invoice and its review and approval of the monthly reports called for in the paragraph concerning "Reports" in the main body of the contract, ARC will, at the request of the Subgrantee, make payments to the Subgrantee as the work progresses but not more often than once a month. Invoices shall reflect 100% of the allowable actual costs incurred, be numbered consecutively and submitted each month until the project is completed. Reimbursement payments from ARC shall be at 80% of the approved invoiced costs.

Subgrantee's monthly invoices and monthly narrative progress reports are to be submitted to the CTP program manager and must be received by not later than the last day of the month following the invoice period. ARC may, at its discretion, disallow payment of all or part of an invoice received after this deadline.

**Final Payment:** Final payment shall only be made upon determination by ARC that all requirements hereunder have been completed. Upon such determination and upon submittal of a

final invoice, ARC shall pay all compensation due to the Subgrantee, less the total of all previous progress payments made.

Subgrantee's final invoice and summary document must be received by ARC no later than ten days after the project completion date specified in Paragraph 3 of the contract. ARC may, at its discretion, disallow payment of all or part of a final invoice received after this deadline.

### **III. Completion of Project**

It is agreed that in no event will the maximum compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed \$192,000 and that the Subgrantee expressly agrees that it shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, all of the work and services described in Attachment A.

### **IV. Access to Records**

The Subgrantee agrees that ARC, the Concerned Funding Agency or Agencies and, if appropriate, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Subgrantee which are directly pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions.

The Subgrantee agrees that failure to carry out the requirements set forth above shall constitute a breach of contract and may result in termination of this agreement by ARC or such remedy as ARC deems appropriate.

### **V. ARC's Designated Agent**

In accordance with Paragraph 5 of the main body of this contract, ARC's Executive Director hereby designates ARC's Chief Operating Officer as her agent for purposes of this contract only, except for executing amendments hereto.

**EXHIBIT B-1****Budget Estimate**

<b>Task</b>	<b>Description</b>	<b>Budget</b>
1	Project Management	\$ 19,200
2	Engagement	\$ 40,800
3	Discovery, Data Collection, and Baseline Conditions	\$ 40,800
4	Traffic Modeling	\$ 48,000
5	Recommendations	\$ <u>91,200</u>
	<b>Total</b>	<b>\$ 240,000</b>

ARC Share (80%)	\$192,000
-----------------	-----------

Local Share (20%)	\$48,000
-------------------	----------

<b>Total</b>	<b>\$240,000</b>
--------------	------------------

\* Note: The estimates listed above are preliminary and actual costs by task may vary so long as the total contract value does not increase. Any change to the budget estimates shown above must be requested in writing and approved by ARC's Chief Operating Officer.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS AND LOBBYING**

**1. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS**

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 49 CFR Part 29, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause have the meaning set forth in the Definitions and Coverage sections of rules implementing Executive Order 12549.

The prospective lower tier participant certifies that, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of its statements in this certification, such prospective participant shall attach an explanation to this proposal.

**2. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code (as implemented at 49 CFR Part 20), the applicant certifies that to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Statement for Loan Guarantees and Loan Insurance**

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification(s).

*Fayette County*  
NAME OF APPLICANT

*Comprehensive Transportation*  
AWARD NUMBER and/or PROJECT NAME

*Lee Hearn*  
PRINTED NAME OF AUTHORIZED REPRESENTATIVE

*Plan - 2025*  
*Chairman*  
TITLE OF AUTHORIZED REPRESENTATIVE

*[Signature]*  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

*1/9/25*  
DATE

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

CONTRACTOR 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, firm, or entity which is contracting with the Atlanta Regional Commission has registered with, is authorized to participate in, and is participating in 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.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Atlanta Regional Commission within five (5) business days after any subcontractor is retained to perform such service.

47566

E-Verify User Identification Number

July 17, 2007

Date of Authorization

Fayette County Board of Commissioners

Company Name

*[Signature]*  
BY: Authorized Officer or Agent

Chairman

Title of Authorized Officer or Agent of Contractor

Lee Hearn

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

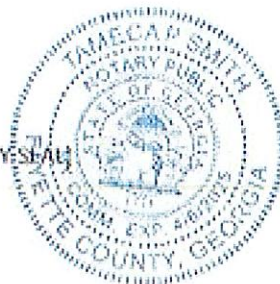
BEFORE ME ON THIS THE

17th DAY OF January, 2007

*[Signature]*  
Notary Public

My Commission Expires: April 6, 2015

[NOTARY SEAL]



CONTRACTOR/VENDOR INFORMATION

Legal name & address of  
entity with which  
ARC is to contract:

Fayette County Board of Commissioners  
140 Stonewall Avenue West, Suite 100  
Fayetteville, GA 30215

If different from above:

Legal name of Payee:

Payment Address:

(If additional addresses are needed, identify each and its purpose on the reverse of this page).

Legal entity status (please mark all that apply):

Corporation  Partnership  Individual  Sole Proprietor

501C3  501C4  Other Non-profit (describe)

State Government  County/Local Government

Other(describe):

(Federal) Employer Identification Number: 58 - 6000826

OR

Social Security Number (for an individual):

Is this contractor/vendor an attorney/law firm? YES  NO

Is this contractor/vendor debarred, suspended, ineligible or excluded from participation in federally funded projects? YES  NO

Is this contractor/vendor a:

Disadvantaged Business Enterprise under 49 CFR Part 26? YES  NO

Minority  or Women

If YES, attach a copy of current certification(s).

Is this contractor/vendor a Non-federal entity that expends \$500,000 or more in a year in Federal awards?

YES  NO

If so, attach a copy of most recent single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133.

Certified true and correct:

Name: Lee Hearn  
Title: Chairman

Signature:  
Date:

  
1/9/25

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Dec 18, 2024



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**Entity Name**

Fayette County, Georgia x

**Unique Entity ID**

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January 22, 2025

**TO:** FILE

**FROM:** Haley Berry, Operations Manager

**RE:** Fayette County CTP- Procurement and Selection Process

This memo outlines the process in which Fayette County was chosen as a subgrantee for the 2024 Comprehensive Transportation Plan (CTP) Program.

The CTP program was established to ensure the transportation infrastructure has a positive impact on strengthening our economy and communities at both the local and regional levels. It accomplishes this by providing financial assistance for counties and their constituent municipalities to develop joint long range transportation plans. These plans, while focused on local issues and needs, also serve as the foundation for regional planning efforts led by the Atlanta Regional Commission.

ARC makes federal funds available to cities and counties to develop joint CTPs at their discretion. While most jurisdictions in the region are active and enthusiastic partners in the CTP program, participation is not a requirement to be eligible for federal funding available through regional and state agencies. The CTP program helps cities and counties jointly identify and analyze their needs, develop solutions which are acceptable to the community, and better articulate their priorities when funding opportunities arise.

The last CTP for Fayette County was completed in 2019 and is due for an update to help support MTP/TIP development efforts. The funding agreement with GDOT agrees to fund three CTP's in 2024: Fayette County, City of Atlanta, and Clayton County. At this time, Fayette County is ready to move forward with the development of the plan.










# UP2465 - Fayette County

Final Audit Report

2025-01-24

Created:	2025-01-22 (Eastern Standard Time)
By:	Sophia Thomas (sthomas@atlantaregional.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7EnMjQ2SlltxksbUc-hQgmOgeRnxtbXV
Number of Documents:	1
Document page count:	32
Number of supporting files:	0
Supporting files page count:	0

## "UP2465 - Fayette County" History

-  Document created by Sophia Thomas (sthomas@atlantaregional.org)  
2025-01-22 - 5:09:46 PM EST
-  Document emailed to Anna Roach (aroach@atlantaregional.org) for signature  
2025-01-22 - 5:11:54 PM EST
-  Email viewed by Anna Roach (aroach@atlantaregional.org)  
2025-01-22 - 6:08:38 PM EST
-  Document e-signed by Anna Roach (aroach@atlantaregional.org)  
Signature Date: 2025-01-22 - 6:09:17 PM EST - Time Source: server
-  Document emailed to adickens@atlantaregional.org for signature  
2025-01-22 - 6:09:19 PM EST
-  Email viewed by adickens@atlantaregional.org  
2025-01-24 - 1:03:06 PM EST
-  Signer adickens@atlantaregional.org entered name at signing as Andre Dickens  
2025-01-24 - 1:03:38 PM EST
-  Document e-signed by Andre Dickens (adickens@atlantaregional.org)  
Signature Date: 2025-01-24 - 1:03:40 PM EST - Time Source: server
-  Document emailed to Brittany Zwald (BZwald@atlantaregional.org) for signature  
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2025-01-24 - 1:08:13 PM EST

 Document e-signed by Brittany Zwald (BZwald@atlantaregional.org)

Signature Date: 2025-01-24 - 1:08:37 PM EST - Time Source: server

 Agreement completed.

2025-01-24 - 1:08:37 PM EST

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Request to award Contract #26124-S: Siemens Industry Inc. for the maintenance of the building Automation equipment and software within the Justice Center, Jail, Jail Annex, and Library for a three (3) year period in the amount of \$271,676.

**Background/History/Details:**

Siemens Industry, Inc. has partnered with Fayette County for the past twenty years to provide service and maintenance to the building automation software and equipment. Siemens has provided the County with an agreement to protect our investment and to continue their upkeep of the equipment.

As Fayette County continues to grow and more buildings are added to inventory, it is imperative that we continue to partner with Siemens to maximize our opportunities to have more energy-efficient buildings.

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

Approval to award Contract #26124-S: Siemens Industry Inc. for the maintenance of the building Automation equipment and software within the Justice Center, Jail, Jail Annex, and Library for a three (3) year period in the amount of \$271,676.

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

Funding for this agreement is included within each Department's (Justice Center, Jail, Jail Annex, and Library) Budget.

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 *TLB*

From: Sherry White *SW*

Date: April 10, 2026

**Subject: Contract #26124-S: Siemens Automation Service Agreement**

Siemens Industry, Inc. provides ongoing support for Fayette County’s building automation systems at the Justice Center, Jail, Jail Annex, and Library. These systems require regular maintenance, software updates, and technical support to remain fully operational. The proposed agreement includes system monitoring, network maintenance, data backup, software upgrades, and access to cloud-based tools for improved system visibility and management.

Siemens’ initial contract renewal indicated a new policy requiring a minimum annual increase of 5.5%, and the renewal quotes reflected a 6% increase. Following negotiations conducted by the Purchasing Department, the County was granted an exception and grandfathered into the standard 3% annual increase.

Building & Grounds Maintenance recommends approval of this three (3) year contract (Attachment 2). The agreement includes 24/7 support with rapid response times to minimize disruptions. The total contract term is 36 months for a total of \$271,676. This contract provides a reliable and cost-effective solution to maintain County facilities.

Below is a history of contracts with Siemens. Over the years, several software updates have been implemented, and the corresponding years have been highlighted.

Fiscal Year	Amount	Delta	
FY 2021	\$65,714.00	3%	
FY 2022	\$67,685.00	3%	
FY 2023	\$72,600.00	7%	Software upgrade
FY 2024	\$71,807.00	-1%	
FY 2025	\$73,961.00	3%	
FY 2026	\$80,886.00	9%	Software upgrade
FY 2027	\$83,313.00	3%	
FY 2028	\$85,813.00	3%	
FY 2029	\$88,388.00	3%	

Placed on Administrator’s Report? Yes No

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

A Contractor Performance Evaluation for Siemens is attached (Attachment 1).

Specifics of the proposed contract are as follows:

<b>Contract Name</b>	#26124-S: Siemens Automation Service
<b>Contractor</b>	Agreement Siemens Industry, Inc.
<b>Type of Contract</b>	<b>Annual Contract</b>
<b>Request Budget Amt.</b>	\$83,313.00

**Budget (by department):**

<b>Department</b>	<b>Org Code</b>	<b>Object</b>	<b>Dept. %</b>	<b>Dept. Price</b>
Justice Center	10020090	522235	0.35	\$29,159.55
Jail Annex	10030310	522235	0.23	\$19,161.99
Jail	10030326	522235	0.29	\$24,160.77
Library	10060500	522235	0.13	\$10,830.69

## 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: SIEMENS ENTERPRISE NETWORKS	Contract Number: 2232-S
Mailing Address: 400 INTERSTATE N PKWY. SUITE 1100	Contract Description or Title: Siemens Automation Service Agreement
City, St, Zip Code: ATLANTA, GA 30339	Contract Term (Dates) From: 7/1/2025 -6/30/26
Phone Number:	Task Order Number:
Cell Number: 678-646-7476	Other Reference: 26124-S: Siemens Automation Service Agreement
E-Mail Address: MARK.SHERRY@SIEMENS.COM	

### DEFINITIONS

- OUTSTANDING** – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.
- EXCELLENT (Exc)** - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.
- SATISFACTORY (Sat)** - Vendor met minimum contractual requirements or performance expectations of the products/services.
- UNSATISFACTORY (UnSat)** - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

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

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

### EVALUATED BY

Signature: <i>[Signature]</i>	Date of Evaluation: 03/23/26
Print Name: <i>JOSH H. WILSON</i>	Department/Division: 1565
Title: <i>DIRECTOR BUILDING &amp; GROUNDS</i>	Telephone No: 678-725-7796



**PROPOSAL**

Fayette Co Government Automation Service Agreement 2027

**PREPARED BY**

Siemens Industry, Inc. ("Siemens")

**PREPARED FOR**

FAYETTE COUNTY

**DELIVERED ON**

April 09, 2026

**SMART BUILDINGS**

# Transforming the Everyday





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## Contact Information

Proposal #:	10417650
Date:	April 09, 2026

Sales Executive:	Mark Sherry
Branch Address:	1745 Corporate Dr., Suite 240 Norcross, GA 30093
Telephone:	678-646-7476
Email Address:	mark.sherry@siemens.com

Customer Contact:	Troy Richardson
Customer:	FAYETTE COUNTY
Address:	1 CENTER DR FAYETTEVILLE GA 30214
Services shall be provided at:	FAYETTE COUNTY JUSTICE CENTER 1 CENTER DR FAYETTEVILLE GA 30214-8401



## Executive Summary

### Customer Needs

The Services proposed in this agreement are specifically designed for FAYETTE COUNTY, and the services provided herein will help you in achieving your facility goals.

### Services Included

Siemens will provide the following services.

#### Service Description

- Education Services
- Quality Assurance Meetings
- Automation Health Report
- Network Maintenance
- (A) Online Data Backup and Protection Service
- Calibration Services
- Software Subscription Service - Desigo CC
- Customer Directed Support
- BX Manage Operations Manager Account Support and Subscription Renewal
- Building X Operations Manager Essentials Subscription

## Building Services – Automation

### Services that deliver the outcomes you want to achieve

Services delivered by Siemens have been developed to help you achieve the outcomes you expect.

#### BMS Health

Optimize the health of the building management system by automating maintenance diagnostics reports to target and prioritize remote and onsite service

#### Online Data Backup & Protection

Siemens will perform scheduled database backups remotely of all graphics, reports, configurations, user information and databases, and store this information on a cloud-based secure server. If, for any reason, any of the backed-up information or data is lost from your system, Siemens can reload the information or data on-site or remotely, with your backup copy (if covered elsewhere within this service agreement). The frequency and equipment to be included as part of this service is itemized in the List of Equipment Related Services. Online backups of the SQL database, historical data, and trends are not included with the Desigo CC application backup.

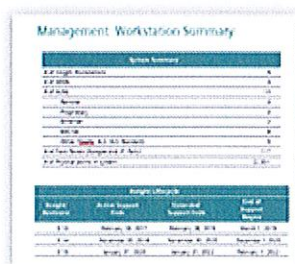
#### Software Subscription Service – Desigo CC

Siemens will provide you with software upgrades to your existing Siemens Desigo CC software as they are released. These upgrades include both Service Releases and all New Version Releases of Software, up to the Frequency shown in the Equipment Related Services table. Siemens will also provide corresponding support documentation outlining the features of the releases. Included is training to help to familiarize you with the new features along with their associated benefits. These updates will act to deliver the benefits of Siemens' commitment to compatibility by design, a commitment unique in our industry. Workstations covered under this service are itemized in the List of Equipment Related Services. (Upgrades to PC's and related workstation hardware are excluded unless expressly included in this Agreement.)

#### Automation Health Report

Our Automation Health Report provides a complete view of the Automation system. This includes Asset Management with equipment firmware to ensure your system is up to date with a summary of the panels and floor level equipment installed at your facility.

It also provides a summary of the top alarms and frequency of the last 30 days, 60 days, or 90 days.





## **Network Health**

Optimize the health of the network infrastructure by analyzing network traffic and resolving performance issues.

## **Network Maintenance Report**

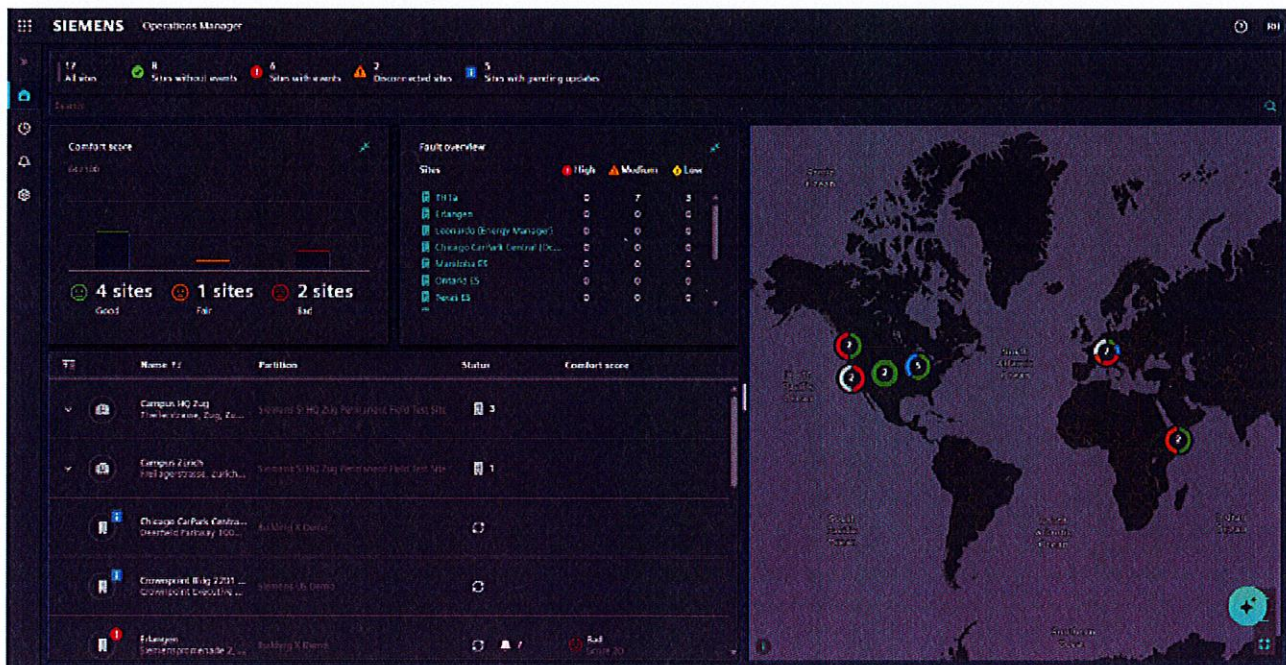
Network Maintenance: Using a combination of proprietary diagnostic technologies, digital meters, and network analysis software, Siemens will analyze, optimize and report on the performance of the customer's systems networks a specified number of times per year. Proper network performance helps to ensure the proper speed of communication and accuracy of control, alarming, and reporting across the facility. Using network diagnostic tools, our proactive evaluation of the data network includes an analysis of bandwidth, disturbances, network traffic, communication over the network, and overall operation. The number of networks to be analyzed and the frequency of the service are documented in the List of Equipment Related Services.

## Additional Services

### Building X – Operations Manager

Siemens Operations Manager is a cloud-based software-as-a-service (SaaS), that is part of Siemens' Building X platform offering for remote monitoring of a fleet of sites. Operations Manager allows customers to remotely monitor and operate their building equipment, including heating, ventilation, and air conditioning, and application specific controllers and meters.

Below is an example of how this service will look once onboarded onto the Building X platform.



Operations Manager includes:

- Multi-site overview
- Real-time visibility and operation
- KPI monitoring and visualization
- Data history and trend analysis
- Event notifications
- Remote web access

This agreement includes an Operations Manager subscription for **up to (300) points**. The subscription will be activated once the onboarding activities are complete and, subject to the terms and conditions, remain active for the duration of the agreement.



## **Calibration Services**

To help ensure optimal system performance, Siemens will calibrate specified instrumentation to manufacture specifications or to industry standards. The frequency and instrumentation covered is itemized in the List of Equipment Related Services.

## **Quality Assurance**

Through implementation of our Quality Assurance process, Siemens will ensure that our delivered services are of the highest quality. We will meet with you to discuss our performance and your satisfaction with the quality of service that is being provided under your Advantage Services Agreement. We will discuss the performance of your systems, your facility, and make recommendations for improvements. We can discuss recommendations for changes in the service program to better meet your changing needs. We also augment this program with periodic customer satisfaction telephone surveys of your key staff members.

## **Customer Directed Support**

With Customer Directed Support, Siemens will provide a trained and experienced specialist or technician who will work under your direction. The intent of this service is to offer you labor assistance in completing a special project, or to meet a facility objective. Specific job responsibilities, goals, work hours and other associated deliverables of this service are listed in the Appendix section of this service agreement.

## **Education Services**

### **Delivered at Siemens Local Office**

Through Educational Services, your staff will learn how to take advantage of the latest technologies available for your building system. This training will provide your staff with the knowledge they need to perform their jobs and maintain the highest operating performance for your facility. This knowledge will enable your staff to improve their skills in the use of your systems' features and capabilities. Training will be provided at the local Siemens office, allowing the student to practice and demonstrate skills required to operate building controls systems in a risk-free environment while away from work pressures and interruptions.



## Emergency Response Times – Automation

### Emergency Online/Phone Response

#### Premium

Monday through Sunday, 24 Hours per Day System and software troubleshooting and diagnostics will be provided remotely to enable faster response to emergency service requests and to reduce the costs and disruptions of downtime. Siemens will respond within 2 hours, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency, as determined by your staff and Siemens. Where applicable, Siemens will furnish and install the necessary online service technology to enable us to remotely access into your system, through a communications protocol (internet connection or dedicated telephone line) that will be provided by the facility. Where remote access is not available to the system, Siemens will provide phone support to your staff to assist in their onsite troubleshooting and diagnosis. If remote diagnostics determine a site visit is required to resolve the problem, a technician can be dispatched. Depending on your contract coverage, the on-site dispatch will be covered or will be a billable service call.

### Emergency On-site Response

#### Premium

Monday through Sunday, 24 hours a day, Emergency Onsite Response will be provided to reduce the costs and disruptions of downtime when an unexpected problem does occur. Siemens will provide this service between scheduled service calls and respond onsite at your facility within 4 hours for emergency conditions, as determined by your staff and Siemens, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. Non-emergency conditions, as determined by your staff and Siemens, may be incorporated into the next scheduled service call.

## Connectivity and Communications

### Proactive Remote Services

#### The optimal support for the high-performance operation of your building

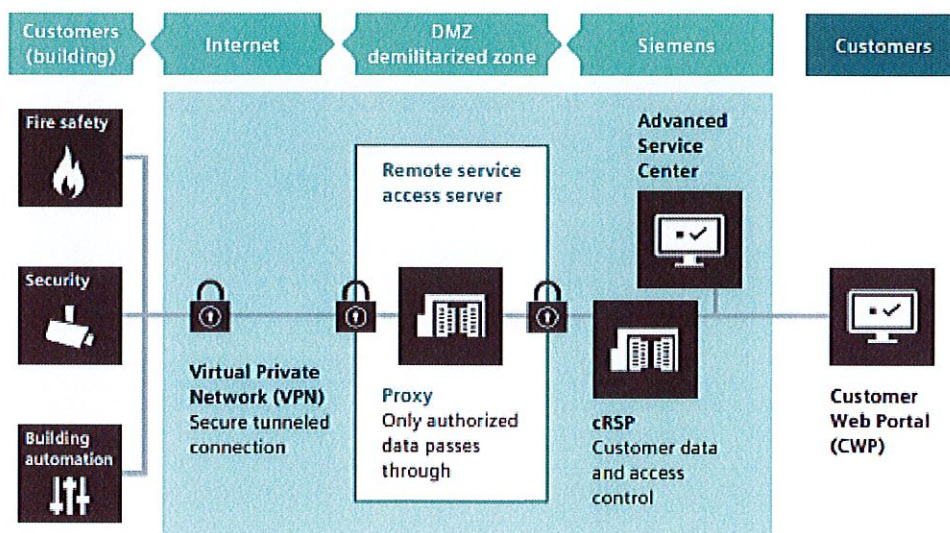
When the scope of services outlined within this proposal require or can utilize remote access,

Siemens provides an easy-to-use remote access platform that enables the secure and reliable delivery of Siemens remote services. Remote services, including engineering, commissioning, and maintenance of building systems can be performed by Siemens technical experts through our Digital Services Center of Excellence, available at any time to support your facility.

Siemens Remote Services utilize a secure remote access and connectivity solution referred to as the Siemens common Remote Service Platform (cRSP). cRSP is a comprehensive solution that powers a wide range of Siemens services and provides your organization with a solid foundation to leverage the power of connectivity, data, and analytics to make your facility even smarter. cRSP was designed and built to be a common platform for digitalization and is used across the Siemens family of companies.

Incorporating best practices and leading technologies from both the IT and cybersecurity fields, cRSP is a modern, secure, high-performance, and highly available platform that brings all the advantages of cloud-connected services to your facility, without sacrificing security. Utilizing cRSP and Siemens remote services gives your team a backstop and lets you unlock the operational benefits of analytics while also providing security mechanisms that mitigate cyber risk to your organization.

cRSP includes a range of security controls and features that give you confidence, control, and peace of mind that the services you rely on are both useful *and* secure.



#### cRSP Security Feature Highlights:

- Governed and secured in accordance with ISO 27001 and compliant with a robust Siemens-wide cybersecurity and information security management program and policies.
- Integrated with the global Siemens identity and access management platform, which provides robust



multi-factor authentication, enforcement of least-privilege access, granular separation of duties, mandatory usage of PKI, and automatic account management for all Siemens employees.

- Designed from the ground up using a defense in depth architecture that utilizes layered controls specifically crafted to mitigate the threats facing Operational Technology (OT) today.
- Centrally monitored to promote end-to-end reliability and availability.
- Robust logging and reporting of remote activity to ensure visibility and control.
- Secure network architecture and platform access based on granular segmentation, next-generation firewalling, and usage of DMZs at trust boundaries.
- Flexible deployment model and security configuration options to ensure streamlined usage while meeting your organization's security requirements and preferences.
- Compatible with a wide range of on-premise network configurations and traffic flow setups, allowing for integration with your existing network architecture, IT infrastructure, and security controls.

### **Siemens Service Portal**

The Service Portal complements the personalized services you will receive from your local Siemens office by providing greater visibility into equipment and services delivered by Siemens. This web-based portal allows you the ability to submit service requests, confirm and modify schedules, track repairs, manage agreements, generate reports, and access critical information; then share it across your entire enterprise quickly and efficiently. The Service Portal is a user-friendly way to increase your productivity and the value of your service program.

### **Data security as a basic requirement**

We value confidentiality and long-term partnerships. That is why we give the security of your data the highest priority. Before we implement an enhanced service package with remote support, we conduct an in-depth analysis of the situation, taking into account national and international regulations, technical infrastructures and industry specifics. Our service employees carefully evaluate your needs on an individual basis with a view toward information security.



### Service Agreement Contract Characteristics

Description	AUTOMATION
Hours of Coverage	24 x 7
Response Times (Phone/Online)	2 Hours
Response Times (Onsite/Emergency)	4 Hours
Remote Services	Yes
Third Party Systems	No
Monitoring	No
Additional Labor Discount	20.0%
Additional Material Discount	60.0%

Labor and material discounts are applicable for sites identified in this agreement and are only available for the disciplines included in this agreement. Material discounts do not apply to 3rd party or non-Siemens Building Products manufactured components.



## Service Delivery Plan

<u>Service Delivered</u>	<u>Frequency per year</u>
Quality Assurance Meetings	4
Automation Health Reports	4
Target Based Maintenance (8-hour days)	12
County Jail Isolation Rooms (2) dP's	1
Health Department Coroner's (2) Freezers temp sensors	1
Database backup	4
Network maintenance	2
Desigo license (194 units) and upgrade labor	1
BX Operations Manager implementation	1
BX Operations Manager Annual Subscription	1
Customer Training (Norcross, GA)	2
Customer Directed Days (8-hour days)	10



## Service Team

An important benefit of your Service Agreement derives from having the trained building service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

Added to the team is a team of building experts at our Digital Service Center. The benefits you receive are less disruption to your employees at the site, less intrusive on the system at peak hours, fewer emissions for trucks rolled, and real time analytics with digital workspace hours.

The following list outlines the service team that will be assigned to the service agreement for your facility

### Your Assigned Team of Service Professionals will include:

**Sales Executive** manages the overall strategic service plan based upon your current and future service requirements.

**Client Services Manager** is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

**Primary Service Specialist** is responsible for performing the ongoing service of your system.

**Secondary Service Specialist** who will be familiarized with your building systems to provide in-depth backup coverage.

**Remote Services Specialist** is responsible for the execution of remote services including proactive planned tasks, in-depth fault analysis and identification of corrective actions.

**Service Operations Manager** is responsible for managing the delivery of your entire support program and service requirements.

**Service Coordinator** is responsible for scheduling your planned maintenance visits, and handling your emergency situations by taking the appropriate action.

**Service Administrator** is responsible for all service invoicing including both service agreement and service projects.



## Siemens Terms of Sale (STS)

### Terms of Sale (Click to download)

[Base Terms](#)

**Price Escalation.** If, during the term of this Contract, the price of various materials or labor or logistics are increased as reflected by CRU, CMAI, COMEX market indexes or IHS Markit, then Siemens may increase the applicable yearly Investment or apply a surcharge accordingly.

To the extent applicable, the following Supplements are incorporated and made part of the Siemens Terms of Sale:

### Click on supplement(s) below to read/download

[Services Supplemental Terms](#)

[General Software and Cloud Supplemental Terms](#)

[Supplemental Terms Building](#)

[Acceptable Use Policy](#)

[Data Privacy Terms](#)

[Additional Data Privacy Terms Annex for Building X offerings](#)

The order of precedence is stated in the Base Terms (United States).

To the extent the Offerings are purchased through an existing master or frame agreement, the terms and conditions of that agreement shall apply instead of the Siemens Terms of Sale.

Siemens reserves the right to adjust prices to reflect the impact of any new or modified taxes, duties, tariffs, or equivalent measures, whether direct or indirect, imposed by any U.S. or foreign governmental authority that are applicable to the Offerings, including any hardware, software, or service components contained therein.

Siemens is entitled to amend these terms and conditions at any time without prior notice. Previous and Retired versions of Base Terms & Supplemental Terms can be found here: [www.siemens.com/terms-of-sale](http://www.siemens.com/terms-of-sale)



## Agreement Terms for Investments

Services shall be provided at:

1 CENTER DR  
FAYETTEVILLE, GA 30214-8401

Siemens Industry, Inc. shall provide the services as identified in this Proposal and pursuant to the associated terms and conditions contained within.

Duration (Initial Term and Renewal): This Agreement shall remain in effect for an Initial Term of 1 Periods beginning July 1, 2026.

Initial Term Investments:

Period	Period Range	Billing Frequency	Annual Price
1	Jul 1,2026 - Jun 30,2027	Annually (In Advance)	\$83,313.00

Investment Total Year 1	\$83,313.00*
-------------------------	--------------

Service Period	Annual Price
7-1-2026 through 6-30-2027	\$83,313.00
7-1-2027 through 6-30-2028	\$85,813.00
7-1-2028 through 6-30-2029	\$88,388.00

Cost breakout for July 01, 2026 thru June 30, 2027	
Justice Center	\$ 29,159.55
Jail	\$ 24,160.77
Jail Annex	\$ 19,161.99
Library	\$ 10,830.69
Total Price	\$ 83,313.00

### Amount Due In Advance Based On Billing Frequency

Estimated sales taxes have been included in the investment amount. The exact amount will be calculated based on local requirements at the time of invoicing. The pricing quoted in this Proposal are firm for 30 days.

Siemens Industry, Inc. invoices paid by credit card may be subject to a surcharge of up to 2%.



*\*Siemens reserves the right to adjust prices to reflect the impact of any new or modified taxes, duties, tariffs, or equivalent measures, whether direct or indirect, imposed by any U.S. or foreign governmental authority that are applicable to our offering, including any hardware, software, or service components contained therein.*



### Signature Page

The Buyer acknowledges that when accepted by the Buyer as proposed by Siemens Industry, Inc., this Proposal and the Standard Terms and Conditions of Sale for Services, (together with any other documents, including any applicable Rider(s), incorporated herein) shall constitute the entire agreement of the parties with respect to its subject matter.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE BUYER.

### Initial Term Investments

Period	Period Range	Billing Frequency	Annual Price
1	Jul 1,2026 - Jun 30,2027	Annually (In Advance)	\$83,313.00

#### Proposed by:

Siemens Industry, Inc.

\_\_\_\_\_  
Company

Mark Sherry

\_\_\_\_\_  
Name

10417650

\_\_\_\_\_  
Proposal #

\$83,313.00

\_\_\_\_\_  
Proposal Amount

April 09, 2026

\_\_\_\_\_  
Date

#### Accepted by:

FAYETTE COUNTY

\_\_\_\_\_  
Company

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Purchase Order #  PO for billing/pmnt only  PO not required

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Request to award Contract #1477-S: Carbyne Public Safety Ecosystem, renewal five of six, to Carbyne, Inc. in the amount of \$290,000.

**Background/History/Details:**

Carbyne has been Fayette County's 911 phone system provider since 2020. The proposed contract renewal provides maintenance and support to ensure continued operation of the system. The contract provided for six (6) one year renewal options.

On May 24, 2018, the Board of Commissioners voted to select Carbyne as the 911 phone vendor. The approved contract provided for the replacement of the 911 phone system. Administrative calls were moved to Carbyne on January 27, 2020, and 911 calls on June 27, 2020.

Carbyne allows for enhanced location accuracy and real-time video. These features enable 911 Communications to continually provide enhanced services to the Citizens in Fayette County.

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

Award of Contract #1477-S: Carbyne Public Safety Ecosystem, renewal five of six, to Carbyne, Inc. in the amount of \$290,000.

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

Funding in 911 Communications M&O budget for FY2027.

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.fayettedcountyga.gov

To: Steve Rapson

Through: Ted L. Burgess *LB*

From: Colette Cobb *CC*

Date: June 25, 2026

**Subject: Contract 1477-S: Carbyne Public Safety Ecosystem  
 Renewal 5**

Carbyne is a proprietary IP-based emergency communication platform that integrates into existing public safety infrastructure. It enables real-time video, instant indoor and outdoor location accuracy, call prioritization, and text-to-911. The contract has six one-year renewal options. This request is for the approval of the fifth of six renewals to provide maintenance and support to ensure continued operation of the system.

911 Communications proposes to renew the contract with Carbyne, Inc. A Contract Performance Evaluation for previous work is attached (Attachment 1).

Specifics of the proposed contract renewal are as follows:

<b>Contract Name</b>	1477-S: Carbyne Public Safety Ecosystem	
<b>Contractor</b>	Carbyne, Inc.	
<b>Annual Contract Amount</b>	\$290,000.00	
<b>Budget:</b>		
Org Code	21530800	911 Communications
Object	522236	Software Maintenance
FY27 Budget Request	\$290,000.00	

## 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: Carbyne, Inc.	Contract Number: 1477-S
Mailing Address: 150 West 30 <sup>th</sup> Street	Contract Description or Title: Carbyne Public Safety Ecosystem
City, St, Zip Code: New York, NY 10001	Contract Term (Dates) From: 6/7/2018-Present
Phone Number:	Task Order Number: n/a
Cell Number: N/A	Other Reference: for award of Renewal 5
E-Mail Address:	

### DEFINITIONS

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

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

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

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

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

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

### EVALUATED BY

Signature: <i>Katye Vogt</i>	Date of Evaluation: 04/06/26
Print Name: Katye Vogt	Department/Division: 911 Communications
Title: 911 Director	Telephone No: 770-320-6053

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Request to award Contract #2596-B, Renewal #1 to C.W. Matthews Contracting Company, Inc. for annual asphalt delivery in the not-to-exceed amount of \$450,000.00.

**Background/History/Details:**

This contract is used to identify vendors for the procurement of various asphalt mixes during the FY2027 paving season.

Projects includes County wide asphalt patching roadway repairs and miscellaneous in-house crew road resurfacing projects.

A not-to-exceed contract of \$450,000.00.

If approved, this contract renewal will expire on June 30, 2027, with the ability to be extended by both parties for 1 additional year.

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

Award of Contract #2596-B, Renewal #1 to C.W. Matthews Contracting Company, Inc. for annual asphalt delivery in the not-to-exceed amount of \$450,000.00.

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

There is funding available in the Road Department's M&O (10040220-511171) and SPLOST Funds.

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: Sherry White *SW*  
 Date: June 25, 2026  
 Subject: Contract #2596-B Annual Asphalt Contract – Renewal 1

CW Matthews Contracting Company Inc. provides asphalt for resurfacing and patching county roads. The County entered into contract #2596-B Annual Asphalt Contract for Fiscal Year 2026. This is an annual contract with two 12-month renewal options coinciding with the county's fiscal year. This request is for the approval of the first renewal.

The asphalt contract is a not-to-exceed unit price contract covering seven asphalt types. For FY2027, the Road Department is requesting an increase from the FY2026 amount of \$395,634.33 to \$450,000 to support additional paving and patching projects.

The Road Department recommends renewing for FY2027. A Contractor Performance Evaluations is attached. (Attachment 1)

Specifics of the proposed contract are as follows:

Contract Name	#2596-B Annual Asphalt Contract
Contractor	CW Matthews Contracting Company Inc.
Not-to-exceed amount	\$450,000.00

Budget:

Fund	100	General Fund
Org Code	10040220	Road Department
Object	531171	Asphalt and Tack
Project	n/a	
Req. Budget	\$450,000.00	As of 3/30/2026

## FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

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: CW Matthews Contracting Company	Contract Number:
Mailing Address: 1600 KENVIEW DRIVE PO DRAWER 970	Contract Description or Title: <b>2596-B Annual Asphalt Contract</b>
City, St, Zip Code: MARIETTA GA 30061	Contract Term (Dates) From: 7/1/2026 – current
Office Phone Number 770-422-7520	Task Order Number:
Cell Number:	New Contract Name or Renewal Number:
E-Mail Address: MIKEK@CWMATTHEWS.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):					X
11. Overall evaluation of contractor performance			X		

### EVALUATED BY

Signature: <i>Steven L. Hoffman</i>	Date of Evaluation: <i>3/12/2026</i>
Print Name: <i>Steven L. Hoffman</i>	Department/Division: <i>Road / Solid Waste</i>
Title: <i>Director</i>	Telephone No: <i>770-320-6012</i>



# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Request to award Contract 2563-B, Annual Contract for Water Distribution and Stormwater Infrastructure Annual On-Call Contract for Fiscal Year 2027 for renewal 1, Shockley Plumbing, with a not-to-exceed or fixed prices established for each project as assigned.

**Background/History/Details:**

This is an annual contract. Having this contract enables the Water System and Environmental Management to immediately attend to emergencies and expedite waterline and stormwater installations.

Shockley has requested a 30% increase in the asphalt prices. This would affect four pay-items. Total projected price of these four items would increase from \$3,840.00 to \$4,197.09 per year. This increase of \$357.09 is 0.06% of the \$588,467.03 paid YTD in Fiscal Year 2026 to Shockley Plumbing, Inc.

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

Approval to award Contract 2563-B, Annual Contract for Water Distribution and Stormwater Infrastructure Annual On-Call Contract for Fiscal Year 2027 for renewal 1 to Shockley Plumbing with a not-to-exceed or fixed prices established for each project as assigned for the first renewal.

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

Funds are budgeted in the Water System Maintenance and Operations, various CIP projects, and SPLOST stormwater projects, in FY2027.

Has this request been considered within the past two years?

If so, when?

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

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval


Administrator's Approval


**Staff Notes:**



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

To: Steve Rapson

Through: Ted L. Burgess 

From: Colette Cobb 

Date: June 25, 2026

**Subject: Contract 2563-B: On-Call Annual Contract for Water Distribution and Stormwater Infrastructure Renewal 1**

On July 24, 2025, the Board of Commissioners awarded Shockley Plumbing, Inc. Contract 2563-B to serve for the On-Call Annual Contract for Water Distribution and Stormwater Infrastructure. The contract includes two one-year renewal terms. This request is for approval of the first renewal.

Shockley has requested a 30% increase in the asphalt prices (Attachment 1). This would affect four pay-items. Total projected price of these four items would increase from \$3,840.00 to \$4,197.09 per year. This increase of \$357.09 is 0.06% of the \$588,467.03 paid YTD in Fiscal Year 2026 to Shockley Plumbing, Inc.

The Water System and Environmental Management recommends renewing the contract with Shockley Plumbing, Inc., with the 30% increase on asphalt prices and has confirmed they are satisfied with their work. A Contractor Performance Evaluation is attached (Attachment 2).

Specifics of the recommended contract are:

<b>Contract Name</b>	2563-B: On-Call Annual Contract for Water Distribution & Stormwater Infrastructure
<b>Contractor</b>	Shockley Plumbing, Inc.
<b>Type of Contract</b>	On-demand services
<b>Contract Term:</b>	
<b>Renewal 1</b>	7/1/2026-6/30/2027
<b>Not-to-Exceed Amount</b>	Amounts established for each Task Order
<b>Budget</b>	Varies, depending on project or task

Attachment 1

Pay Item	Task Description	Actual Qty Used Thru 3/17/2026	UM	Unit Price	Projected FY 26 Cost	% Increase	Proposed Unit Price	Proposed Full-Year Extended Price
402-3103	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	6.50	TN	\$ 190.00	\$ 1,743.53	30%	\$ 247.00	\$ 2,266.59
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	0.00	TN	\$ 185.00	-	30%	\$ 240.50	\$ -
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	8.00	TN	\$ 170.00	\$ 1,920.00	30%	\$ 221.00	\$ 1,768.00
413-0750	TACK COAT	5.00	GL	\$ 25.00	\$ 176.47	30%	\$ 32.50	\$ 162.50
	Total				\$ 3,840.00			\$ 4,197.09

## FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

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: Schockley Plumbing	Contract Number: 2563-B
Mailing Address: 1749 Habersham Church Road	Contract Description or Title: On-Call Annual Contract for Water Distribution and Stormwater Infrastructure
City, St, Zip Code: Perkins, GA 30442	Contract Term (Dates) From: 8/2025-Present
Phone Number: (770) 550-5085	Task Order Number: n/a
Cell Number: (770) 550-5085	Other Reference: for the award of renewal 1
E-Mail Address: robertschockley@att.net	

### DEFINITIONS

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

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

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

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

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

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

### EVALUATED BY

Signature: <i>Vanessa Tigert</i>	Date of Evaluation: 4/20/2026
Print Name: Vanessa Tigert	Department/Division: Water System
Title: Director	Telephone No: 770-461-6016

# CONTRACTOR PERFORMANCE EVALUATION

## Explanation of Outstanding or Unsatisfactory Ratings

Company Name:

Contract Number:

**EXPLANATIONS / COMMENTS**

1. Do not submit page 2 without page 1.
2. Use this page to explain evaluations of *Outstanding* or *Unsatisfactory*.
3. Be specific (include paragraph and page numbers referenced in the applicable contract, etc.). Continue on separate sheet if needed (show company name and contract number or other reference)

Some invoices have been sent more than a month after the work has been complete.

**Purchasing Department Comments** (e.g. did the vendor honor all offers; submit insurance, bonds & other documents in a timely manner; and provide additional information as requested?):

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Request to award Contract #2558-P, Elevated Water Storage Tank Maintenance for Fiscal Year 2027 to American Tank Maintenance, with a not-to-exceed amount of \$659,907 for renewal 1.

**Background/History/Details:**

Fayette County Water System currently owns, operates, and maintains five potable water storage tanks. Four tanks, totaling seven million gallons of storage, are included in this scope of services. This is an annual contract with an initial year plus four renewal terms. Having this contract enables the Water System to perform required inspections for the Georgia Environmental Protection Division and perform rehabilitation, as-needed repairs, recoating, washout services and other preventative maintenance as identified.

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

Approval to award Contract #2558-P, Elevated Water Storage Tank Maintenance for Fiscal Year 2027 to American Tank Maintenance, with a not-to-exceed amount of \$659,907 for renewal 1.

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

The contract will be fully funded in 50740400-542540-24WSG.

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 *TJB*

From: Colette Cobb *CC*

Date: June 25, 2026

**Subject: Contract 2558-P: Elevated Water Storage Tank Maintenance  
 Renewal 1**

On November 13, 2025, the Board of Commissioners awarded American Tank Maintenance contract 2558-P to provide annual maintenance for water storage tanks. The contract includes an initial term, plus four additional years. This request is for approval of renewal 1.

The Water System recommends renewing the contract with American Tank Maintenance. A Contractor Performance Evaluation is attached (Attachment 1).

Specifics of the proposed contract are as follows:

<b>Contract Name</b>	2558-P: Elevated Water Storage Tank Maintenance	
<b>Contractor</b>	American Tank Maintenance	
<b>Contract Amount:</b>	\$659,907.00	

**Budget:**

Org Code	50740400	Water System CIP
Object	542540	Water CIP
Project	24WSG	Tank Maintenance & Repair
FY27 Budget Request	\$659,907.00	

## 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: American Tank Maintenance, LLC	Contract Number: 2558-P
Mailing Address: 119 Warthen Lane, Suite B	Contract Description or Title: Elevated Water Storage Maintenance
City, St, Zip Code: Warthen, GA 31094	Contract Term (Dates) From: 12/2025-present
Phone Number: 478-951-6280	Task Order Number: n/a
Cell Number: N/A	Other Reference: for award of Year 2
E-Mail Address: <a href="mailto:bmconnell@americantankmaintenance.com">bmconnell@americantankmaintenance.com</a>	

### 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):			X		
11. Overall evaluation of contractor performance			X		

### EVALUATED BY

Signature: Bob Bayer	Date of Evaluation: 4/10/2026
Print Name: Bob Bayer	Department/Division: Water Plant Maintenance
Title: Water Plant Maintenance Manager	Telephone No: 770-320-6085



# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Request to approve Contract #2550-B: Water Treatment Chemicals Renewal 1 for Brenntag Mid-South, Inc. and Chemtrade Chemicals US LLC for a total not-to-exceed amount of \$514,933.

**Background/History/Details:**

Contract #2550-B: Water Treatment Chemicals Renewal 1

Chemtrade Chemicals US LLC - Liquid Alum - \$369,798  
Brenntag Mid-South, Inc. - Chlorine (Liquid) - \$144,586  
Brenntag Mid-South, Inc. - Sodium Hypochlorite - \$549

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

Approval of Contract #2550-B: Water Treatment Chemicals Renewal 1 for Brenntag Mid-South, Inc. and Chemtrade Chemicals US LLC for a total not-to-exceed amount of \$514,933.

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

Funds are budgeted in FY2027. Funding is included as follows: \$342,409 in 50543031-531182 and \$172,525 in 50543041-531182 (\$514,934 Total).

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 *TLB*

From: Colette Cobb *CC*

Date: June 25, 2026

**Subject: Contract 2550-B: Water Treatment Chemicals  
Renewal 1**

The County contracts with multiple vendors to provide water treatment chemicals. This is an annual contract coinciding with the County’s fiscal year. The contract has two one-year renewal options. This request is for the approval of the first renewal for sodium hypochlorite, liquid alum and chlorine. Brenntag Mid-South, Inc. has chosen not to renew sodium silica fluoride, Southern States Chemical has chosen not to renew 78% Sulfuric Acid NSF, and The Dycho Company has chosen not to renew copper sulfate. The vendors have agreed to renew their contracts for the other chemicals listed if the renewal request is approved.

The Water System proposes to renew their contract with Brenntag Mid-South, Inc. and Chemtrade Chemicals US LLC for Fiscal Year 2027. Contractor Performance Evaluations are attached for each previously mentioned vendor (Attachment 1). The total award by vendor is shown on Attachment 2.

Specifics of the proposed contract are as follows:

<b>Contract Name</b>	2550-B: Water Treatment Chemicals		
<b>Contractor</b>	Multiple (See attached award list Attachment 2)		
<b>Type of Contract</b>	<b>Indefinite Delivery/Indefinite Quantity</b>		
<b>Not to Exceed Amount</b>	\$514,933.00		
<b>Budget:</b>			
	<b>Crosstown</b>	<b>S. Fayette</b>	<b>Total</b>
Org Code	50543031	50543041	
Object	531182	531182	Chemicals
Contract Amount	\$342,408.50	\$172,524.50	\$514,933.00
Requested FY27 Budget	\$342,409.00	\$172,525.00	\$514,934.00

## FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

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VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Brenntag Mid-South, Inc.	Contract Number: 2550-B
Mailing Address: 3200 Moon Station Road	Contract Description or Title: Water Treatment Chemicals
City, St, Zip Code: Kennesaw, GA 30144	Contract Term (Dates) From: 7/1/2025-present
Phone Number: 770-429-1405	Task Order Number: N/A
Cell Number:	Other Reference: for award of Renewal 1
E-Mail Address: <a href="mailto:DJAKULSKI@BRENNTAG.COM">DJAKULSKI@BRENNTAG.COM</a>	

### 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.

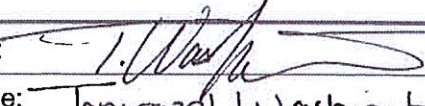
**SATISFACTORY (Sat)** - Vendor met minimum contractual requirements or performance expectations of the products/services.

**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):		X			
11. Overall evaluation of contractor performance		X			

### EVALUATED BY

Signature: 	Date of Evaluation: 4/8/2026
Print Name: Tenorazel Washington	Department/Division: Water System
Title: Plant Manager	Telephone No: 770-320-6088



## FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

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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: Chemtrade Chemicals US LLC	Contract Number: 2550-B
Mailing Address: 90 E. Halsey Road, Suite 200	Contract Description or Title: Water Treatment Chemicals
City, St, Zip Code: Parsippany, NJ 07054	Contract Term (Dates) From: 7/1/2025-Present
Phone Number: 800-441-2659	Task Order Number: n/a
Cell Number: N/A	Other Reference: for award of Renewal 1
E-Mail Address: <a href="mailto:bids@chemtradelogistics.com">bids@chemtradelogistics.com</a>	

### 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.

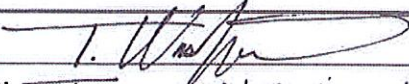
**SATISFACTORY (Sat)** - Vendor met minimum contractual requirements or performance expectations of the products/services.

**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):		X			
11. Overall evaluation of contractor performance		X			

### EVALUATED BY

Signature: 	Date of Evaluation: 4/8/2020
Print Name: Tenorazel Washington	Department/Division: Water System
Title: Plant Manager	Telephone No: 770-320-6088



**FY27 Award Amount by Vendor  
ITB 2550-B: Water Treatment Chemicals**

Chemical	Vendor	Total	Amount per Dept.	
			Crosstown	S. Fayette
Liquid Chlorine AWWA #301-18	Brenntag	\$ 144,586.00	\$ 101,036.00	\$ 43,550.00
Liquid Alum. AWWA #B403-16	Chemtrade	\$ 369,798.00	\$ 241,098.00	\$ 128,700.00
Sodium Hypochlorite AWWA #B300-18	Brenntag	\$ 549.00	\$ 274.50	\$ 274.50
<b>Total Contract Award</b>		<b>\$ 514,933.00</b>	<b>\$ 342,408.50</b>	<b>\$ 172,524.50</b>

\*Total includes Fuel Surcharge

**FY26 Award List**

Brenntag	\$ 145,135.00
Chemtrade	\$ 369,798.00
<b>Total Contract Award</b>	<b>\$ 514,933.00</b>

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Request to award of Contract #26139-S, State Court Appointed Counsel, to Lister, Holt, & Dennis, LLC to provide services to indigent defendants, in the amount of \$756,000.00.

**Background/History/Details:**

Beginning Fiscal Year 2023, the County contracted with Lister, Holt & Dennis to provide defense for indigent persons appearing before the State Court. The State Court Judge is pleased with the service they have provided, and wishes to continue with their services.

Please see the attached backup materials for additional information and a letter of recommendation from the State Court Judge.

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

Approval of Contract #26139-S, State Court Appointed Counsel, to Lister, Holt, & Dennis, LLC to provide services to indigent defendants, in the amount of \$756,000.00.

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

Funds are budgeted in 10020800 - 523865 for FY2027.

Has this request been considered within the past two years?

If so, when?

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

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**



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

To: Steve Rapson  
 From: Ted L. Burgess *TLB*  
 Date: June 25, 2026  
 Subject: Contract #26139-S State Court Appointed Counsel

The State Court of Fayette County was created in 1994 by local legislation of the Georgia General Assembly (Ga. L. 1994, p 4980). Until June 30, 2023, the Circuit Public Defender Office of the Griffin Judicial Circuit had represented indigent defendants appearing before the Fayette County State Court. With that Office's increasing caseloads and available resources, the Purchasing Department issued a Request for Proposals to hire a law firm to serve as court-appointed counsel for the State Court.

In 2023 the Purchasing Department issued RFP #2200-P and, effective July 1, 2023 the county entered into a contract with Lister, Holt & Dennis, LLP to serve as Court Appointed Counsel. The contract term ends June 30, 2026.

The State Court Judge recommends continuing to contract with Lister, Holt & Dennis. An annual price of \$756,000.00 has been negotiated, with price changes possible at renewal time based on the Consumer Price Index.

Award is recommended to the law firm of Lister, Holt, and Dennis, LLC. Attached, please find a letter of recommendation from the State Court Judge (Attachment 1) and a Contractor Performance Evaluation (Attachment 2).

Specifics of the proposed contract are as follows:

<b>Contract Name</b>	#26139-S: State Court Appointed Counsel	
<b>Contractor</b>	Lister, Holt, & Dennis, LLC	
<b>Type of Contract</b>	Annual, with 2 renewals (total 3 years)	
<b>Contract Amount</b>	\$756,000.00	
<b>Budget:</b>		
Fund	100	General Fund
Org Code	10020800	Public Defender
Object	523865	Lower Court Contract Fees
Available	\$756,000.00	Upon approval of FY 2027 Budget

Kelly Espy  
Staff Attorney  
(770) 716-4266

Jourdan Crawford  
Accountability Courts Coordinator  
(770) 716-4328



STATE COURT OF FAYETTE COUNTY  
JASON B. THOMPSON, JUDGE

One Center Drive, Fayetteville, Georgia 30214  
(770) 716-4270

Tara Barfield  
Judicial Administrative Coordinator  
(770) 716-4264

Sylvia Wilson  
Administrative Assistant  
(770) 716-4270

May 11, 2026

Fayette County Chairman and Board of Commissioners  
140 Stonewall Ave. W., Ste 100  
Fayetteville, GA 30214

Dear Chairman and Members of the Board of Commissioners,

As you know, I have had the privilege of serving as State Court Judge for the past 13 years. During that time, our court has consistently managed one of the busiest caseloads in the region. In many jurisdictions, our volume could easily justify staffing two full courtrooms. However, due to space limitations, we do not have a second courtroom. We try to use other courtrooms, but other judges need them as well. It has been over 9 months since we have had access to a 2<sup>nd</sup> courtroom.

Despite those challenges, our team has remained committed to moving cases fairly, efficiently, and without backlog. Unlike many courts that may hold court two or three days per week, Fayette County State Court generally conducts court every day. Maintaining that level of efficiency requires dedicated professionals who are willing to work hard each day to serve the public.

Lister & Holt has been an important part of that success.

Prior to their involvement, it was not uncommon for only one or two attorneys to be available for approximately half of our court calendars. Since assuming this role, Lister & Holt has consistently provided three attorneys and ensured that counsel is available every court day. This has significantly improved the administration of justice in our court.

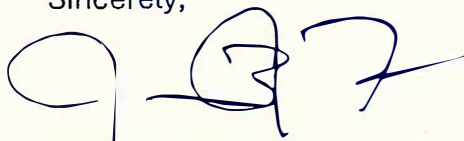
Because attorneys are consistently present and available to meet with defendants, individuals receive answers more quickly, cases are resolved sooner, and unnecessary delays are reduced for defendants, victims, and law enforcement alike. Their responsiveness and professionalism have greatly enhanced the efficiency of our daily operations.

Lister & Holt has exceeded my expectations in every respect. I have also spoken with State Court Judges in Henry County and Clayton County, both of which utilize their services, and they have shared similar positive experiences. I greatly appreciate the professionalism, hard work, and commitment that Lister & Holt has demonstrated in providing exceptional legal services in Fayette County State Court. Based upon my experience working with them, I strongly recommend extending their contract for an additional three-year term.

Looking ahead, the completion of the third-floor courtroom space and renovation of the second floor will finally provide us with access to additional courtrooms. This expansion will allow us to handle cases even more efficiently and further improve service to the citizens of Fayette County. Additionally, Fayette County currently collects \$100 per case in attorney's fees, which is consistent with models used in other counties. Consideration should be given to increasing that amount to \$150 per case to help offset the cost associated with the high level of legal services currently being provided.

Thank you for your consideration and your continued support of the Fayette County State Court system.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. B. Thompson', with a stylized flourish extending to the right.

Jason B. Thompson  
Judge, Fayette County State Court

JBT:tb

## FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

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: <b>Lister, Holt, &amp; Dennis, LLC</b>	Contract Number: <b>2200-P</b>
Mailing Address: <b>102 South Main Street</b>	Contract Description or Title: <b>Fayette County State Court Public Defender</b>
City, St, Zip Code: <b>Jonesboro, GA 30236</b>	Contract Term (Dates) From: <b>July 1, 2023</b> To: <b>June 30, 2026</b>
Phone Number: <b>770-471-9000</b>	Task Order Number: <b>N/A</b>
Cell Number:	Other Reference: <b>N/A</b>
E-Mail Address: <b>timikaw@listerholt.com</b>	

### DEFINITIONS

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

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


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

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

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

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

### EVALUATED BY

Signature: 	Date of Evaluation: 5/11/2026
Print Name: Jason B. Thompson	Department/Division: State Court
Title: Judge	Telephone No: 770-716-42701



Administrator's Report: A



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

To: Steve Rapson  
Through: Ted L. Burgess *LB*  
From: Colette Cobb *CC*  
Date: May 13, 2026  
Subject: Contract 2378-S: Water System Engineer of Record  
Task Order 26-12: Trilith Booster PS Construction

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 project management services, submittal review services, startup commissioning and training, and the project close out.

Specifics of the proposed task order are as follows:

<b>Contract Name</b>	2378-S: Water System Engineer of Record	
<b>Contractor</b>	Arcadis U.S., Inc.	
<b>Task Order 26-12</b>	Trilith Booster PS Construction	
<b>Not to Exceed Amount</b>	\$62,962.00	
<b>Budget:</b>		
Org Code	50740400	Water System CIP
Object	542540	Water CIP
Project	23WSH	Trilith Storage Tank and Pump
Available	\$93,903.61	As of 5/13/2026

Approved by: *[Signature]* Date: 5/20/26



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: February 24, 2026  
Ref: Contract 2378-S Water System Engineer of Record  
Subject: Task Order TO 26-12 – Trilith Booster PS Services During Construction

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 Construction Management Services During Construction (SDC) of the Trilith Booster Pumpstation (ITB# 2571) as awarded to Sol Construction. Through our work on the design of the Trilith Water Tower, SDC of the Trilith Water Tower and design of the Trilith Booster Pump Station (BPS), we have established an effective working relationship with the County and have significant familiarity with the project, and stake holders. Our goal is to see the project through start-up and commissioning making sure the system, tank and BPS are fully functional and operational providing drinking water at a to the surrounding public during high demand periods.

## Project Team

The key members of our project team are listed below.

1. Travis Thomas, PE – Project Manager
2. Eric Van Deventer, EIT – Process Mechanical Engineer/ Assistant Project Manager
3. Joe Gaskin – Senior Construction Manager
4. Donnell Duncan, PE – Senior Structural Engineer
5. Tom Powell, PE – Senior Electrical and Instrumentation & Controls Engineer
6. Joe Swaim, PE – Senior Civil Engineer
7. Aaron Capelouto, PE, CPM, MIB – Deputy Account Lead

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

The following deliverables and services will be provided:

1. Project Setup

2. Arcadis will hold construction progress meetings with the contractor, client and any other stakeholders necessary. 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.
3. Monthly Invoicing
4. Project Closeout

## **Task 2: Submittal Review Services**

Submittal Review Services will provide comprehensive review and management of contractor submittals to ensure compliance with the contract documents, review of Request for Information (RFI), review of Proposed Change Orders (PCO) and review of any other formal documentation.

The scope of this task will include the following services:

1. **Submittal Tracking and Monitoring:**  
Regularly monitor the contractor's Procore account for all required submittals, including but not limited to equipment data, materials, shop drawings, schedules, and any other documentation specified in the Contract Documents.
2. **Compliance Review:**  
Conduct thorough and timely reviews of each submittal to verify conformance with project specifications, drawings, and other applicable requirements outlined in the Contract Documents.
3. **Coordination and Communication:**  
Coordinate with FCWS and the contractor to clarify submittal requirements as needed. Promptly communicate questions, deficiencies, or requests for additional information to the appropriate parties.
4. **Submittal Responses:**  
Document and prepare formal responses to submittals, indicating approval, approval as noted, or rejection, as appropriate. Ensure all submittal responses are logged and tracked within Procore and within Arcadis internal filing systems.
5. **Documentation:**  
Maintain a complete and organized record of all submittal reviews, responses, and related correspondence within the project's document management system.

Deliverables for Task 2 will include:

1. Delivery of all submittals to FCWS after Final Completion of construction.

## **Task 3: Start Up Commissioning and Training**

Start-up Procedures will include support, oversight, and documentation of the start-up and initial operation of the Trilith Booster Pump Station and Trilith Water Tower to ensure all systems function as intended and meet the requirements of the Contract Documents.

The scope of this task will include the following services:

1. **Coordination of Start-Up Activities:**  
Collaborate with FCWS, the contractor, equipment suppliers, Tank manufacturer and other stakeholders to plan and schedule start-up activities. Confirm all pre-start-up requirements and prerequisites are met prior to initiating procedures.
2. **Review of Start-Up Plans and Procedures:**  
Review the contractor's proposed start-up and commissioning plans to verify compliance with project specifications and manufacturer's requirements. Provide comments and recommendations as necessary.

3. **On-Site Observation and Support:**  
Attend and observe start-up activities on site, including equipment testing, system integration, and initial operation of pumps and associated systems. Document observations, note any deficiencies, and ensure adherence to approved procedures.
4. **Documentation and Verification:**  
Review and confirm that all required documentation (e.g., manufacturer's start-up reports, test data, calibration certificates, operator training records) is complete and submitted per Contract Documents.
5. **Issue Resolution:**  
Identify, track, and support resolution of any issues or deficiencies observed during start-up. Coordinate follow-up actions with the contractor and FCWS as needed.
6. **Training Support:**  
Confirm that required training sessions for FCWS operations staff are conducted by the contractor and/or equipment vendors. Verify completeness and adequacy of training materials and attendance records.

#### **Task 4: Project Close Out**

Project Close Out will include verification of completion, documentation, and support for a smooth transition to FCWS operations.

The scope of this task will include the following services:

1. **Punch List Development and Verification:**  
Participate in substantial completion inspections with FCWS and the contractor. Develop and maintain a punch list of outstanding items, deficiencies, or incomplete work. Monitor and verify the resolution of all punch list items prior to final acceptance.
2. **Review of Closeout Documentation:**  
Review contractor-provided closeout submittals, including as-built drawings, operation and maintenance (O&M) manuals, warranties, test reports, and certificates. Confirm that all required documentation meets Contract Document requirements and is provided in the specified format.
3. **Final Walkthrough and Acceptance:**  
Attend and document final walkthrough, confirming that all work is complete and in accordance with project requirements. Advise FCWS regarding recommendations for final acceptance.
4. **Closeout Meetings and Coordination:**  
Facilitate closeout meetings with FCWS, the contractor, and other stakeholders to review closeout requirements, status, and outstanding items.
5. **Transition Support:**  
Provide support to FCWS during the transition to full operation, including responding to questions, clarifying documentation, and coordinating with the contractor for any required follow-up.

#### **Schedule**

The schedule and timeline will follow the timeline of the contract and contractor.

#### **Budget**

Compensation for the work in this Task Order will be based upon a time and materials basis using the hourly rates defined in the table presented within the Contract 2378-S Water System Engineer of Record. This TO will have a not-to-exceed project budget of **\$62,962** including expenses. Arcadis personnel will track and

communicate with FCWS any changes in scope, schedule, or budget if needed as a part of the project's monthly status report. Refer to EXHIBIT A for Engineering Fee breakdown.

### **Assumptions**

1. It is assumed that the contractor will be able to achieve final construction in the contract time as outline in the Contract Documents. Contractor request for time extension may result in a change order for additional funds to this task order.
2. It is assumed that any required testing or start-up will only be performed once. In the event that any testing fails, or start-up is unsuccessful additional funds will be required to this task order.

If you have any questions about this Task Order, please do not hesitate to contact me at (706) 424-6685, [eric.vandeventer@arcadis.com](mailto:eric.vandeventer@arcadis.com). Thank you for this opportunity and we look forward to working with you and the FCWS team on this project.

Sincerely,

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

CC.

Travis Thomas, PE – Project Manager

Aaron Capelouto, PE, CPM, MIB – Deputy Account Lead

FCWS - TO 26-12 Trillith Tank Booster PS

Discipline	Project Management			Process Mechanical		Civil		Structural		Architectural	Electrical		I&C		Construction			
Role	Deputy Account Lead	PM	Project Assistant	QA/QC	Lead Engineer	QA/QC	Lead Engineer	QA/QC	Lead Engineer	Lead Architect	QA/QC	Lead Engineer	QA/QC	Lead Engineer	Sr. CM			
Staff Proposed	Aaron Capeloff	Travis Thomas	Lois Dickson	Brian Duane	Eric Van Deynlor	J. Swann	N. Nix	D. Duncan	P. Lankat	R. Bello	T. Powell	N. Deshpande	T. Powell	S. Ayode	J. Gaslin			
Labor Category	Project Manager	Senior Engineer	Project Assistant	Principal Engineer / SME	Project Engineer	Principal Engineer / SME	Project Engineer	Principal Engineer / SME	Senior Engineer	Senior Architect	Principal Engineer / SME	Project Engineer	Principal Engineer / SME	Senior Engineer	Principal Engineer / SME			
Labor Rate	\$180.29	\$196.27	\$83.89	\$222.79	\$148.48	\$222.79	\$148.48	\$222.79	\$196.27	\$186.66	\$222.79	\$148.48	\$222.79	\$196.27	\$222.79			
Hours Total by Role	2	8	50	2	116	2	8	8	58	10	2	72	2	52	20			
Hours Total Percentage by Role	10%	40%	56%	2%	58%	20%	88%	14%	86%	100%	3%	97%	3%	97%	100%			
Hours Total Percentage by Discipline	20	5%	32%	118	10	3%	15%	58	10	3%	20%	74	2	54	28			
Cost Total Role	\$361	\$1,570	\$4,195	\$446	\$16,992	\$446	\$1,171	\$1,782	\$9,421	\$1,857	\$446	\$10,511	\$446	\$12,169	\$4,456			
Cost Total by Discipline	\$4,891	\$4,891	\$17,428	\$1,617	\$1,617	\$16,203	\$3,857	\$16,988	\$12,614	\$4,456	\$16,988	\$12,614	\$4,456	\$16,988	\$12,614			
Cost Total Percentage by Discipline	4%	4%	28%	2%	2%	18%	2%	17%	20%	7%	17%	20%	7%	17%	20%			
TASK 1 Project Management Services	2	2	10		16											30	\$3,964	\$3,964
Sub-total Task Hours	2	2	10		16											30	\$3,964	\$3,964
TASK 2 Submittal Review Services		2		2	40			6	24	4		24	2	14	4	122	\$21,082	\$21,082
Sub-total Task Hours		2		2	40			6	24	4		24	2	14	4	122	\$21,082	\$21,082
TASK 3 Start Up Procedures		2			40				20	4	2	40		40	8	156	\$26,851	\$26,851
Sub-total Task Hours		2			40				20	4	2	40		40	8	156	\$26,851	\$26,851
Task 4 Project Close Out		2			20	2	8	2	4	2		8		8	8	64	\$11,053	\$11,053
Sub-total Task Hours		2			20	2	8	2	4	2		8		8	8	64	\$11,053	\$11,053
Total Labor Cost																372	\$62,962	\$62,962
TOTAL																	\$62,962	\$62,962

Scope assumptions defined in the proposal.



**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: May 20, 2026

**Subject: Contract 26143-A: Royal Condos At Hwy 54 Vault And Tie In**

The Water System is seeking quotes to have a vault installed at the Royal Condos in Peachtree City.

The Water System obtained two quotes:

FORZA Group	\$70,850.00
Shockley Plumbing, Inc.	\$94,000.00

A third vendor, Coggins Construction, was contacted, but did not submit a quote.

The Water System recommends awarding the contract to the lowest, responsive vendor FORZA Group. The Water System Department checked their references, and the results were favorable.

Specifics of the proposed contract are as follows:

<b>Contract Name</b>	26143-A: Royal Condos At Hwy 54 Vault And Tie In	
<b>Contractor</b>	FORZA Group	
<b>Contract Amount</b>	\$70,850.00	
<b>Budget:</b>		
Org Code	50740400	Water System CIP
Object	542540	Water CIP
Project	8WTEX	Waterline Extensions
Available	\$103,192.88	As of 05/20/2026

Approved by: *[Signature]* Date: 5/20/26