

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

December 12, 2024
2:00 p.m.

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

OFFICIAL SESSION:

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

PROCLAMATION/RECOGNITION:

1. Recognition of Fayette County 4-Hers who earned top honors at the Cotton Boll Consumer Judging Competition. (pages 4-8)
2. Update from Judge Jason Thompson regarding the Accountability Court and the strategic planning efforts for Fiscal Year (FY)2025 and FY2026. (pages 9-21)

PUBLIC HEARING:

3. Consideration of Petition No. RDP-020-24, Jerry Gable, Owner, and Christine Flanigan, Agent, request to Revise the Development Plan for The Woodlands subdivision to remove the undeveloped acreage from the subdivision; property located in Land Lots 73 and 88 of the 5th District and fronts on South Jeff Davis Drive and Dixon Circle. (pages 22-56)
4. Consideration of Petition No. 1357-24, G. Richard Moore, Judith Moore, Elizabeth Anne Moore, Jeanette Isabelle Frei, and Patricia Louise Moore, Trustees of the Moore Living Trust, request to rezone 3.65 acres from R-40 to A-R for the purpose of reconfiguring parcels between family members; property located in Land Lot 254 of the 13th District and fronts on Kite Lake Road. (pages 57-95)
5. Consideration of Petition No. 1358-24-A, Brent Holdings, LLC, Applicant, and Daniel Field and Steven Jones, Agents, request to rezone 2.242 acres from A-R to M-1, for the purpose of developing a commerce and industry complex; property located in Land Lot 248 of the 5th District and fronts on State Route 85 North. (pages 96-168)
6. Consideration of Petition No. 1358-24-B, Brent Holdings, LLC, Applicant, and Daniel Field and Steven Jones, Agents, request to rezone 55.066 acres from C-H to M-1, for the purpose of developing a commerce and industry complex; property located in Land Lot 248 of the 5th District and fronts on State Route 85 North and Oak Hill Road. (pages 169-231)

7. Consideration of Ordinance 2024-11, amending Chapter 110. Zoning Ordinance, Article VII. Zoning Board of Appeals. Sec. 110-242. - Powers and duties. (pages 232-252)

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:

8. Approval of the third amendment and renewal of a contract between Fayette County and the Judicial Correction Services (JCS), LLC for probation supervision and rehabilitation services for State Court beginning January 1, 2025 and terminating December 31, 2025, with an option to renew for five (5) additional one-year terms. (pages 253-270)
9. Approval of the amendment and renewal of a contract between Fayette County and the Judicial Correction Services (JCS), LLC for probation supervision and rehabilitation services for Magistrate Court beginning January 1, 2025 and terminating December 31, 2025, with an option to renew for five (5) additional one-year terms. (pages 271-282)
10. Approval of the amendment and renewal of a contract between Fayette County and the Judicial Correction Services (JCS), LLC for probation supervision and rehabilitation services for Superior Court beginning January 1, 2025 and terminating December 31, 2025, with an option to renew for five (5) additional one-year terms. (pages 283-294)
11. Acknowledgment of Sheriff Barry H. Babb's decision to accept five (5) vehicles from the City of Fayetteville. (pages 295-315)
12. Acceptance of a Subgrant Agreement with the Atlanta Regional Commission (ARC) for an update to the Fayette County 2019 Comprehensive Transportation Plan (CTP) and a grant of \$192,000. (pages 316-340)
13. Approval to accept the right-of-way dedication of 1.115 acres along Kenwood Road and Longview Road as shown in the Limited Warranty Deed dated September 5, 2024, recorded in Deed Book 5757, Pages 635-639, per Fayette County Rezoning Resolution No. 1344-24. (pages 341-346)
14. Approval to accept the right of way dedication known as "10' Right-of-Way Dedication #1 0.10 AC" and "10' Right-of-Way dedication #2 0.19 AC" as per the Final Plat of Mill Farms recorded in Plat Book 102, Pages 4-11 and the Deed of Right of Way dated October 3, 2024, recorded in Deed Book 5770, Pages 5-6, per Fayette County Code requirements. (pages 347-357)
15. Approval to accept the right-of-way dedication known as Tract 2, 0.357 acres, shown on the Right of Way Dedication Plat for Christian Brothers Automotive Corp., Rev. 1, dated June 16, 2024, and the quitclaim deed dated August 19, 2024, per Fayette County Rezoning Resolution No. 1143-05. (pages 358-363)
16. Approval to accept the right-of-way dedication of newly constructed internal local roads shown on the Riverbend Overlook Phase II Plat dated January 27, 2022, and the Limited Warranty Deed dated May 11, 2022, per Fayette County Code requirements.(pages 364-367)
17. Approval to accept the right-of-way dedication of newly constructed internal local roads shown on the Riverbend Overlook Phase III Plat dated March 28, 2024, and the Limited Warranty Deed dated June 24, 2024, per Fayette County Code requirements.(pages 368-372)

18. Approval of the November 14, 2024, Board of Commissioners Meeting Minutes. (pages 373-380)

OLD BUSINESS:

NEW BUSINESS:

19. Request to award Contract #2466-S, Justice Center Buildout - Audio Visual to Sound Principles Pro Multi Media, Inc. in the amount of \$754,700.00, to provide and install audio visual equipment for the third floor of the Justice Center. (pages 381-388)
20. Request to approve Contract #2184-B: Redwine, Bernhard, & Peachtree Parkway Roundabout (17TAL); Change Order #2 for McLeRoy, Inc. in the amount of \$188,394.13 and to transfer \$124,726.39 from 17TAG Intersection Improvements. (pages 389-393)
21. Request to accept the 2019 Transportation Improvement Program (TIP) grant award for the construction phase of the FY 2022 Fayette County Resurfacing SPLOST project 21TAC (GDOT PI 0017812) for the amount of \$3,742,256.30, to digitally execute the Construction Agreement with Georgia Department of Transportation (GDOT), and to issue a check payment for GDOT Construction Oversight. (pages 394-483)
22. Request to award Bid #2488-B, FY25 Resurfacing Project in the amount of \$2,082,362.62 to Blount Construction Co, Inc. to provide milling, crack sealing and resurfacing on various roads in Fayette County. (pages 484-487)
23. Request to award Bid #2492-B Micro Surfacing in the amount of \$1,676,500 to Asphalt Paving Systems, Inc. to provide Micro Surfacing on various roads in Fayette County. (pages 488-491)
24. Request to award Contract #2489-B; Fayette County Tactical Driving Course - Phase II Infield Construction in the amount of \$2,421,698.61 to Piedmont Paving Inc. to construct additional track sections for PIT maneuvers to be performed and instructed and installation of two viewing towers. (pages 492-498)
25. Consideration of Option #1, to have the Fayette County Marshal's Office to occupy the Old Courthouse or Option #2, to enter an agreement to have the Fayette County Historical Society occupy the additional space on the 2nd and 3rd floors. (pages 499-524)
26. Ordinance 2024-10 to amend Fayette County Code of Ordinance, Chapter 8-Business; Article IV. -Personal Care Homes and Community Living Arrangements; Sec. 8-94.- Operational procedures.; (a), to amend the maximum number of residents allowed in personal care homes and community living arrangements. (pages 525-528)

ADMINISTRATOR'S REPORTS:

ATTORNEY'S REPORTS:

COMMISSIONERS' REPORTS:

EXECUTIVE SESSION:

ADJOURNMENT:

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Recognition of Fayette County 4-Hers who earned top honors at the Cotton Boll Consumer Judging Competition.

Background/History/Details:

The Cotton Boll Consumer Judging Competition (CBCJ) program, sponsored by the Georgia Cotton Commission, equips young people with valuable knowledge and skills, including:

- Understanding the importance of cotton in agriculture
- Promoting cotton in local communities
- Making informed consumer choices
- Developing critical thinking and problem-solving abilities

The team, comprised of first-time competitors, made a significant impact, earning top honors:

- Gideon: Tied for 1st place Cloverleaf High Individual
- Christian: Tied for 2nd place Junior High Individual
- Cameron: Tied for 6th place Senior High Individual

What action are you seeking from the Board of Commissioners?

Recognition of Fayette County 4-Hers who earned top honors at the Cotton Boll Consumer Judging Competition.

If this item requires funding, please describe:

No funding is required for this request.

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:

Cotton Boll & Consumer Judging

Fayette County 4-H



UNIVERSITY OF GEORGIA
EXTENSION
Fayette County



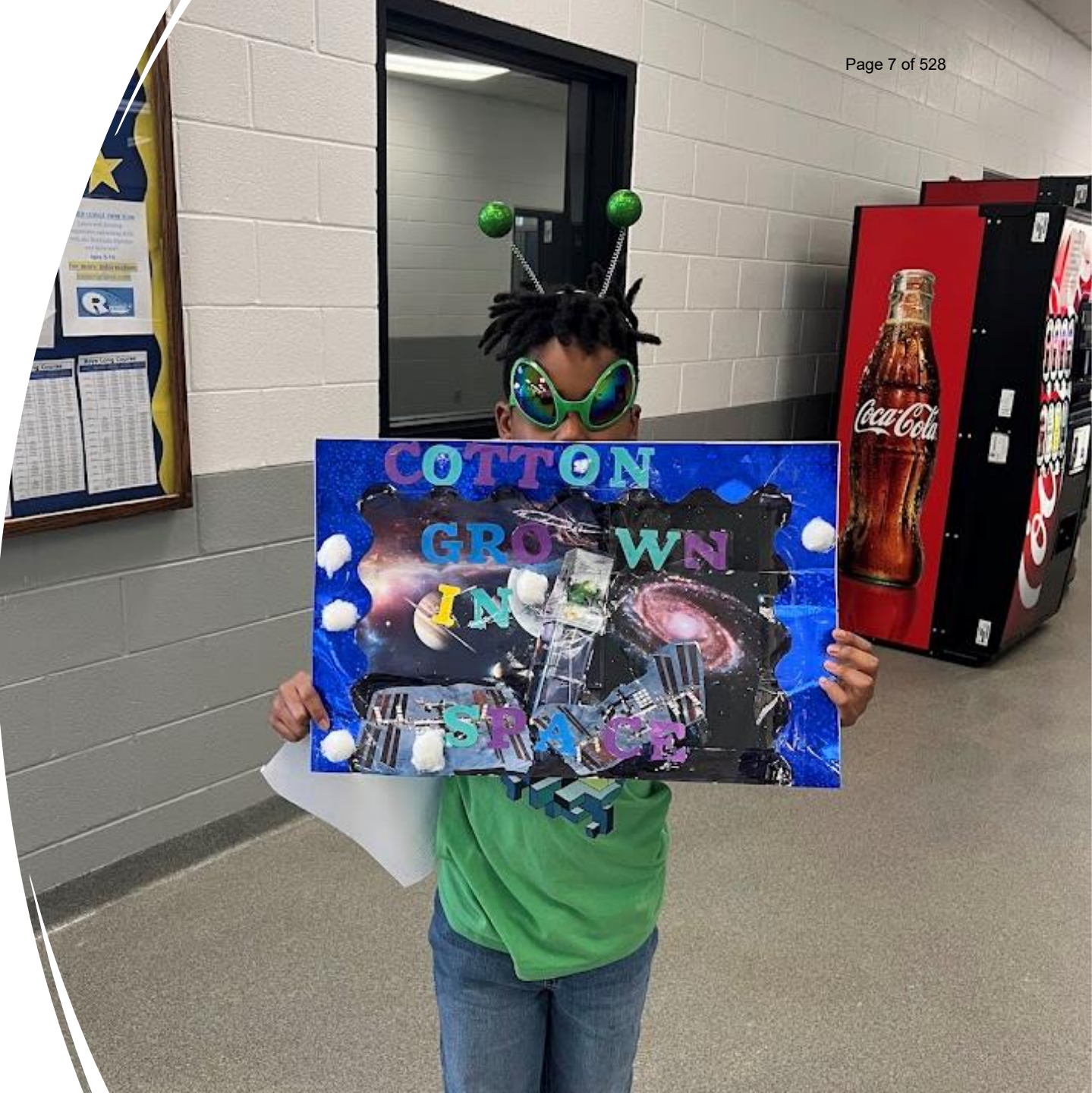
Purpose of Cotton Boll & Consumer Judging

- **Understanding the importance of cotton as an agricultural commodity**
- **Promoting cotton in local communities**
- **Making informed consumer choices**
- **Developing critical thinking and problem-solving abilities**



Competition

- **Contest is made up of two competition areas:**
 - **Judging Classes**
 - Judge four classes of consumer items or services
 - **Advertisements/Commercials**
 - Created to promote cotton



Results

- All members were first time competitors
- **Gideon: Tied for 1st place in the Cloverleaf division**
- **Christian: Tied for 2nd place in the Junior High division**
- **Cameron: Tied for 6th place in the Senior High division**



COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Update from Judge Jason Thompson regarding the Accountability Court and the strategic planning efforts for Fiscal Year (FY)2025 and FY2026.

Background/History/Details:

This presentation will consist of an overview and update of DUI/Drug and Veteran's Treatment Court growth and planning efforts for FY25 and FY26.

What action are you seeking from the Board of Commissioners?

Update from Judge Jason Thompson regarding the Accountability Court and the strategic planning efforts for Fiscal Year (FY)2025 and FY2026.

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 Accountability Court

December 12, 2024

The Programs

- DUI/Drug Court
- Veterans Treatment Court

Current Census

- 30 active participants in DUI/Drug court
 - 96 graduates of the program
- 2 active participants in Veterans Treatment Court
 - 8 graduates of the program

Annual Kickball Game

June 2024



The poster features a yellow sunburst background with a laurel wreath and a gavel icon at the top left. It includes two circular photos: one of people wearing sunglasses and another of a group of people at a picnic table with balloons. The text is arranged in a clear, organized layout with a blue and yellow color scheme.

Fayette County
ACCOUNTABILITY
COURTS

**FAMILY
FUN DAY**

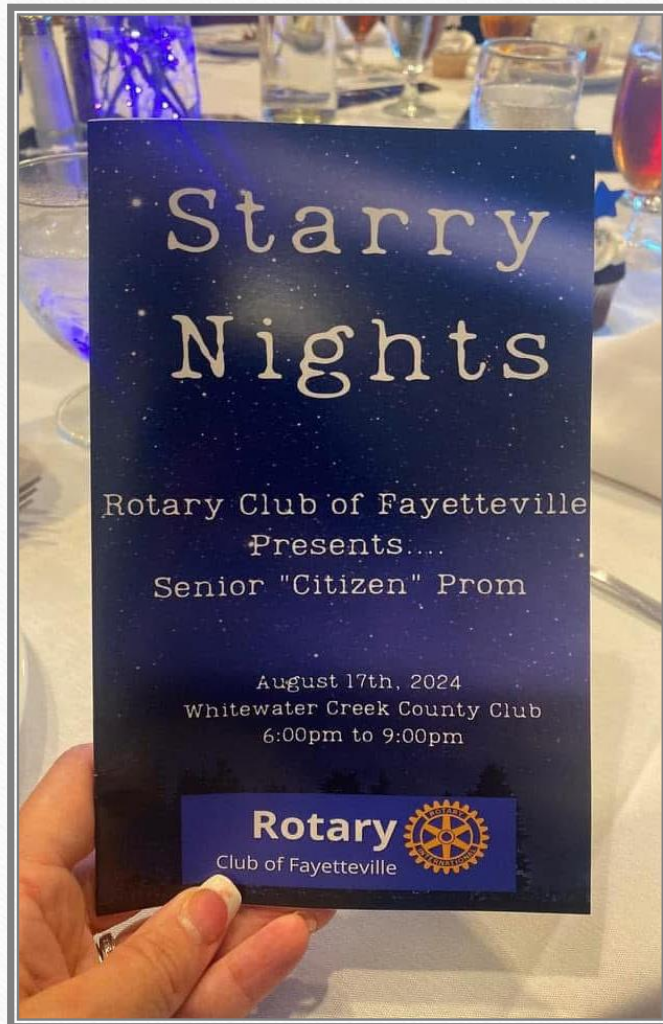
**FRIDAY
14 JUNE
4PM-7PM**

Kiwanis Park
980 Redwine Rd
Fayetteville, GA
30215
Field 8

ACTIVITIES:

- Kickball
- Board Games
- Corn hole
- Cookout

Contact cgrayson@fayettecountyga.gov for more information



Senior Prom August 2024



Holiday Giveback October 2024

Trainings

- CACJ Conference
- NADCP Equity and Inclusion



Speaking Engagements





Themed Court Sessions

Graduations





3rd Annual Holiday Party

Contact Information

For more
information about

- Accountability Court Eligibility
 - Court Visitations
- Speaking Engagements
 - Donations

Coordinator

Jourdan Crawford

770-716-4328

jcrawford@fayettecountyga.gov

Visit: FACTINC.ORG

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of Petition No. RDP-020-24, Jerry Gable, Owner, and Christine Flanigan, Agent, request to Revise the Development Plan for The Woodlands subdivision to remove the undeveloped acreage from the subdivision; property located in Land Lots 73 and 88 of the 5th District and fronts on South Jeff Davis Drive and Dixon Circle.

Background/History/Details:

The lot is a legal lot of record and meets or exceeds the requirements of the R-45 zoning district. It is currently zoned R-45 Conditional; any conditions of zoning applicable to this parcel must be addressed at a later date. The Woodlands subdivision was developed in phases between 1988 and 2006. Phase VII was the last phase to be built and platted. Tract D, which is the subject of this request, contains 28.45 acres. It is the last piece of the original development plan, but no infrastructure was ever installed. Staff notes that frontage on Dixon Circle is limited, and no subdivision of this parcel will be approved unless the required road frontage is provided by the developer of the parcel.

On November 7, 2024, the Planning Commission voted 5-0 to recommend APPROVAL of the request.

Because this area remains undeveloped, and because the parcel is not embedded within the interior of the subdivision but has independent road access, Staff recommends APPROVAL of the Revised Development Plan.

What action are you seeking from the Board of Commissioners?

Approval of Petition No. RDP-020-24, Jerry Gable, Owner, and Christine Flanigan, Agent, request to Revise the Development Plan for The Woodlands subdivision to remove the undeveloped acreage from the subdivision; property located in Land Lots 73 and 88 of the 5th District and fronts on South Jeff Davis Drive and Dixon Circle.

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:

RDP-020-24

REQUESTED ACTION: Revise the Development Plan for The Woodlands Subdivision

PARCEL NUMBER: 0519 002

ZONING: R-45 Conditional

EXISTING USE: Undeveloped

PROPOSED USE: Residential

LOCATION: 865 S Jeff Davis Drive and Dixon Circle

LOT SIZE: 28.450 Acres

DISTRICT/LAND LOT(S): 5th District, Land Lots 88, 73

OWNER(S): Jerry M. Gable

AGENT(S): Christine Flanigan

PLANNING COMMISSION PUBLIC HEARING: November 7, 2024, at 7:00 PM

BOARD OF COMMISSIONERS PUBLIC HEARING: December 12, 2024, at 2:00 PM

REQUEST

The applicant is requesting a revision to the Development Plan for The Woodlands Subdivision to remove the undeveloped phase from the original development plan.

Per Sec. 104-595.(2)h.2., proposed revisions to a recorded major final plat shall, after prescribed public notice, be considered in public hearings before the planning commission and board of commissioners.

STAFF RECOMMENDATION

Because this area remains undeveloped, and because the parcel is not embedded within the interior of the subdivision but has independent road access, Staff recommends **APPROVAL** of the Revised Development Plan.

- ❖ Staff notes that frontage on Dixon Circle is limited, and no subdivision of the parcel will

be approved unless the required road frontage is provided by the developer of the parcel. This means that no lots fronting S. Jeff Davis Drive shall be allowed to be subdivided from the parent tract unless the required frontage is provided on Dixon Circle. Staff will not approve a plat that leaves an unbuildable remnant fronting Dixon Circle.

PLANNING COMMISSION RECOMMENDATION

On November 7, 2024, the Planning Commission voted 5-0 to recommend approval of the request to revise the development plan of The Woodlands.

STAFF ASSESSMENT

The lot is a legal lot of record and meets or exceeds all the requirements of the R-45 zoning district. It is currently zoned R-45 Conditional; any conditions of zoning applicable to this parcel must be addressed at a later date.

The Woodlands subdivision was developed in phases between 1988 and 2006. Phase VII was the last phase to be built and platted. Tract D, which is the subject of this request, contains 28.45 acres. It is the last piece of the original development plan, but no infrastructure was ever installed.

INVESTIGATION

A. GENERAL PROPERTY INFORMATION

The subject property was rezoned from A-R to R-45, Conditional, on April 23, 1987. A map showing the development of the phases is included in this report.

CONDITIONS OF ZONING - Petition No. 619-87 - Approved April 23, 1987

1. To the owner's agreement to the following site development considerations:
 - a. To limit the exit/entrance on Jeff Davis Drive to no more than two (2) which will be separated by at least 700 feet.
 - b. That no lot shall have direct (driveway) access to Jeff Davis Drive.
 - c. That Dixon Circle shall not tie-in to Jeff Davis Drive or any proposed street that will tie-in to Jeff Davis Drive.
 - d. That the zoning shall be upgraded to R-45.

B. ADJACENT ZONING AND FUTURE LAND USE

Most parcels surrounding the subject property are zoned A-R; a few are R-40 and R-70. 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.

Direction	Acreage	Zoning	Use	Future Land Use Plan
North (across S. Jeff Davis Rd.)	5.0; 3.5	A-R; R-45	Single-Family Residential	Low Density Residential (1 unit /1 acre)
East	100+	R-45	Single Family Residential	Low Density Residential (1 unit /1 acre)
South	100+	R-45	Single Family Residential & Agricultural	Low Density Residential (1 unit /1 acre)
West	15; 43	R-45; A-R	Single Family Residential & Agricultural	Low Density Residential (1 unit /1 acre)

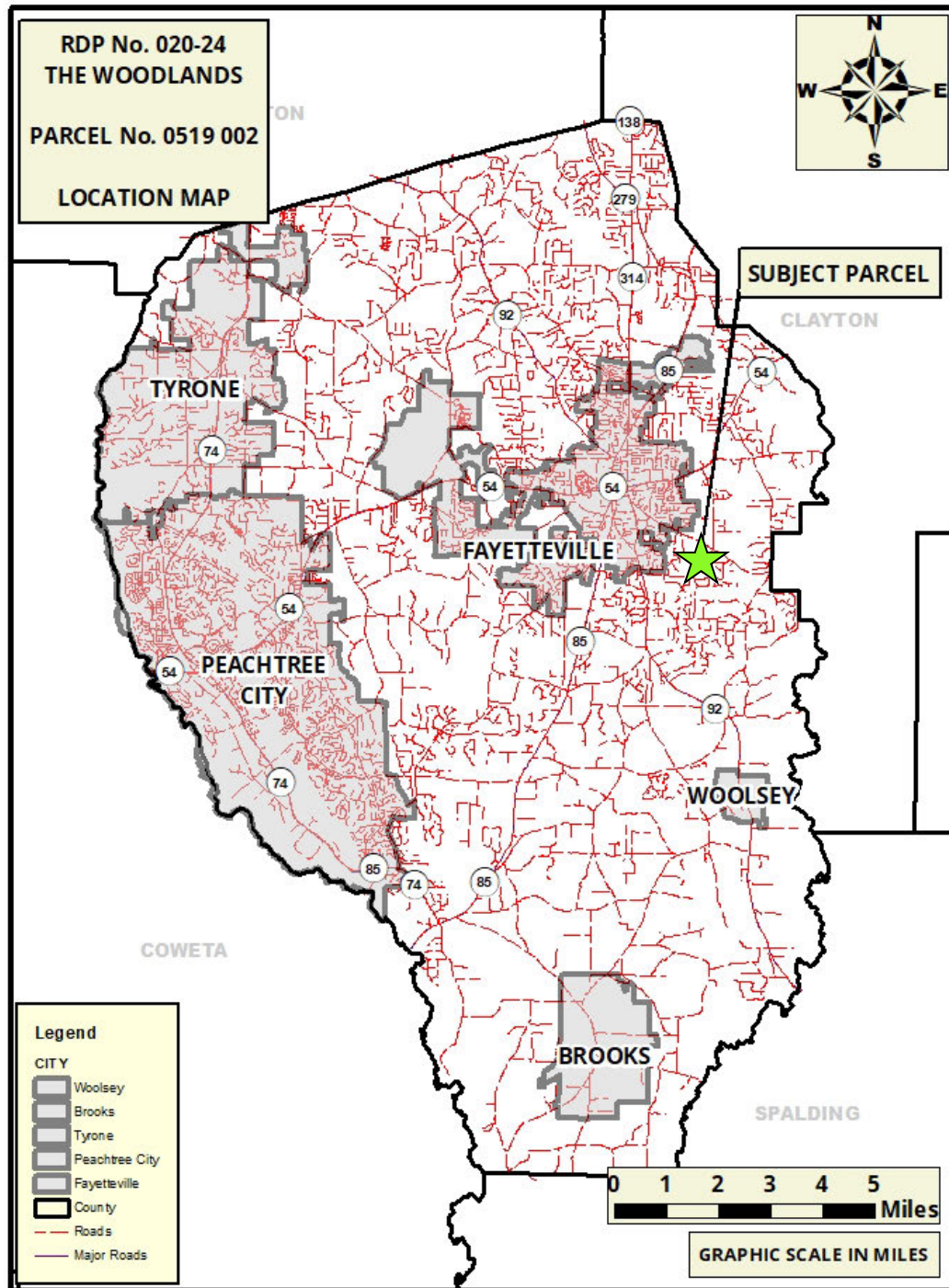
C. DEPARTMENTAL COMMENTS

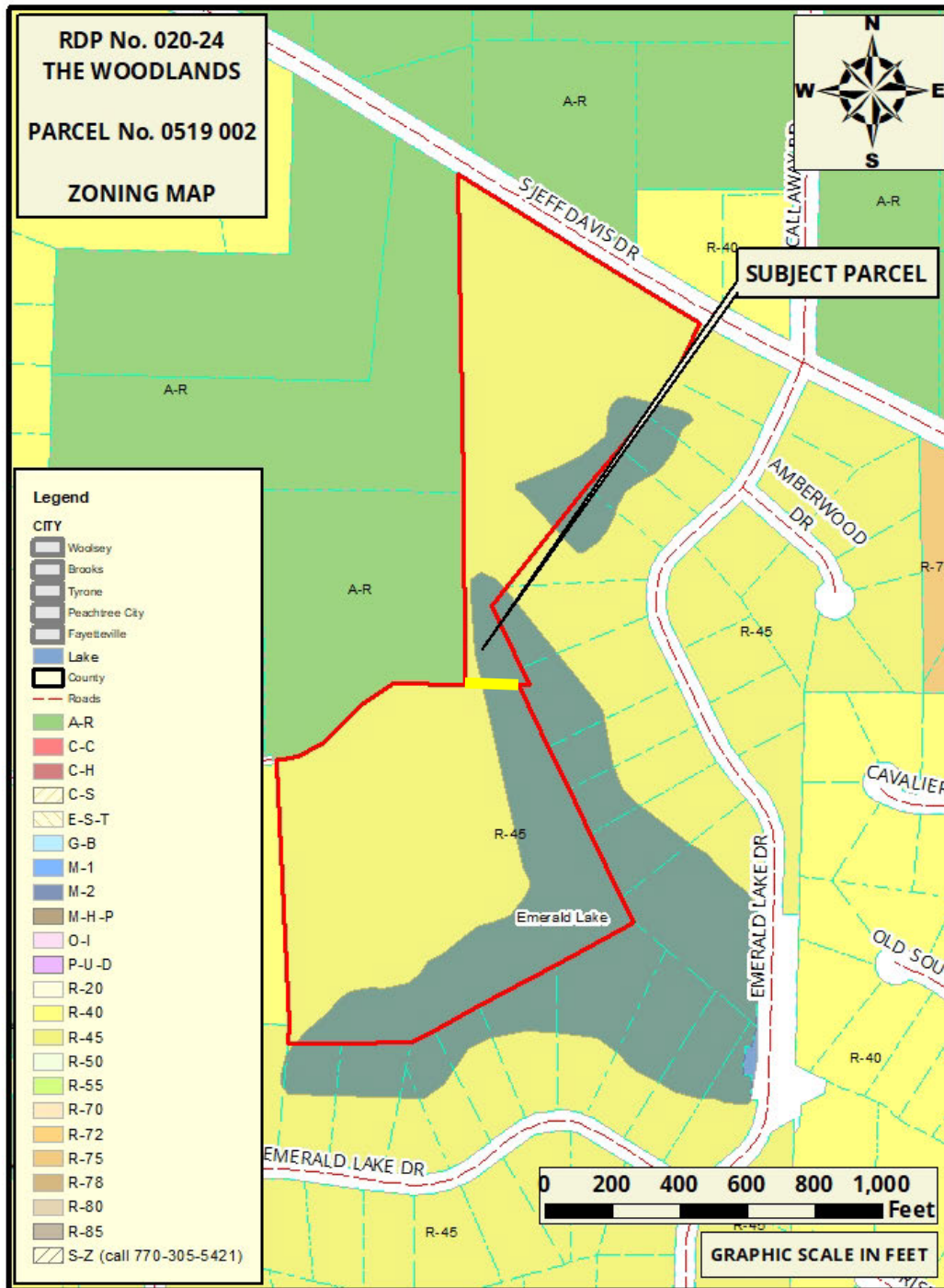
- Water System** – No objections.
- Public Works/Environmental Management** – Any improvements on the site must meet all regulations, including but not limited to MFFE (Minimum Finished Floor Elevations).
- Fire** – No comments.
- Environmental Health** - This office has no objection to the proposed revised plan. This does not constitute approval of future use or development of the property.
- GDOT** – Not applicable, not on State Route.

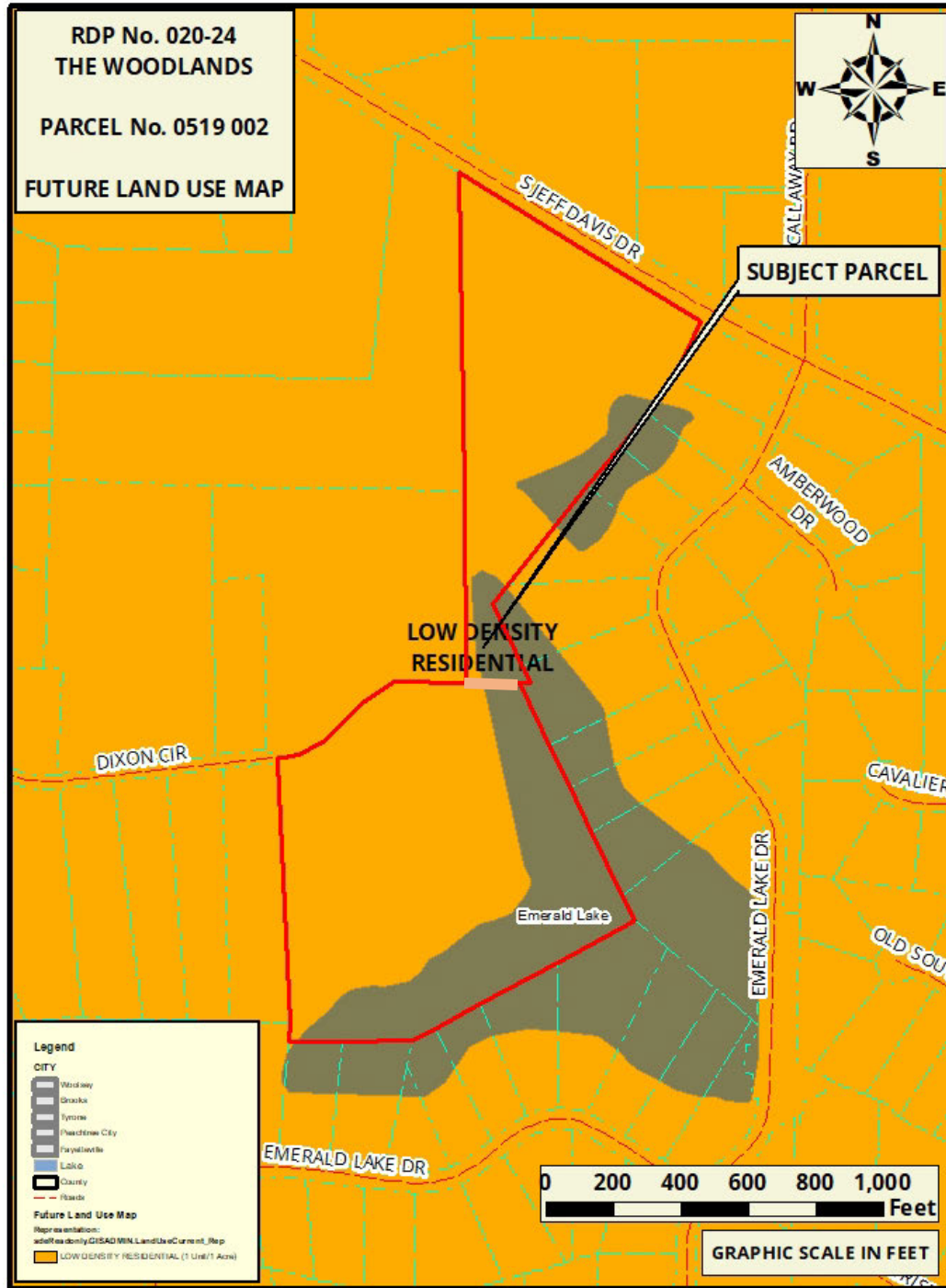
ZONING DISTRICT STANDARDS

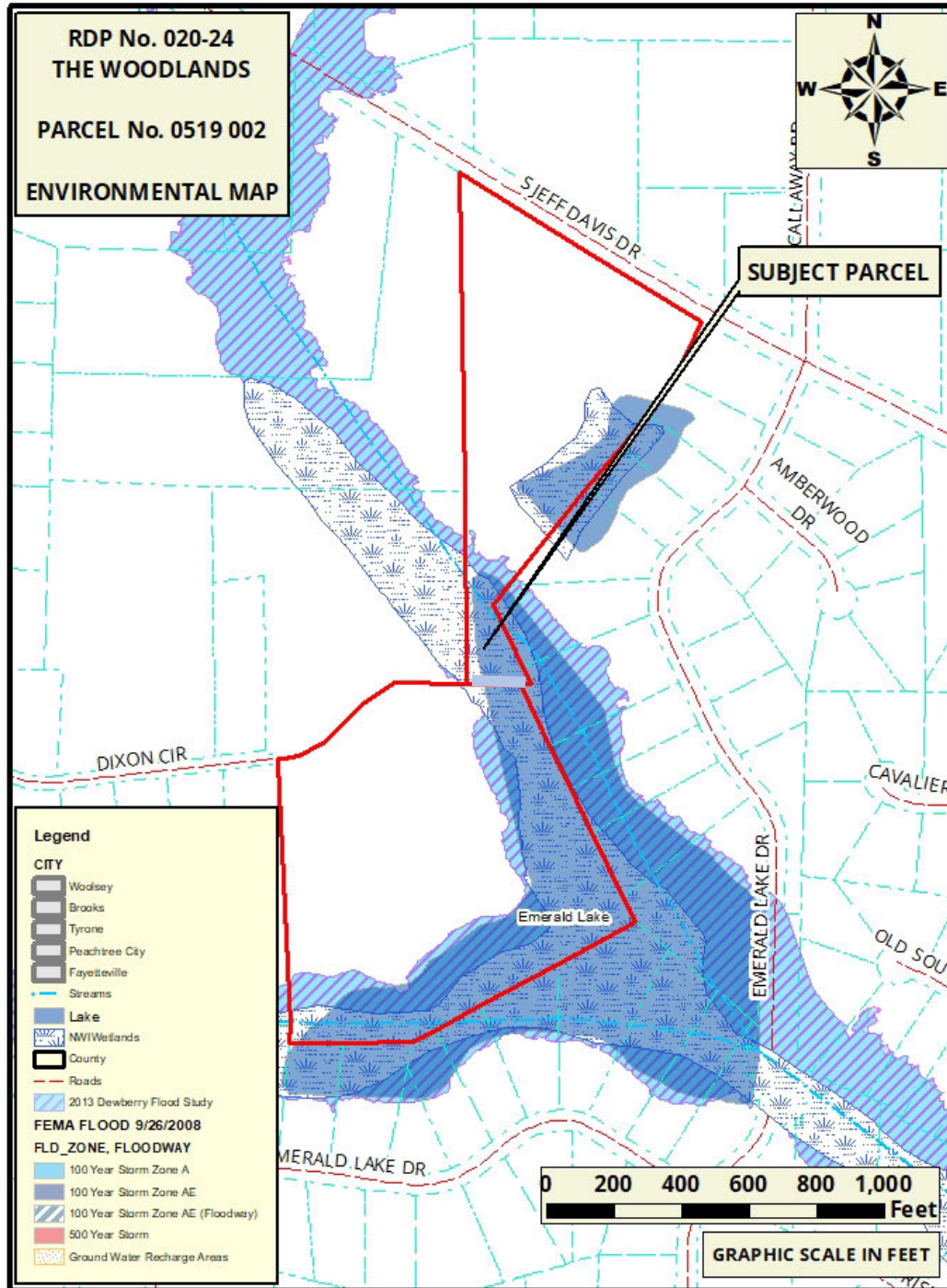
Sec. 110-136. - R-45, Single-Family Residential District.

- (a) *Description of district.* This district is composed of certain lands and structures having a 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-45 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-45 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-45 zoning district shall be as follows:
- (1) Lot area per dwelling unit:
 - a. Where central sanitary sewage or central water distribution system is provided: 43,560 square feet (one acre).
 - b. Where neither a central sanitary nor central water distribution system is provided: 65,340 square feet (1.5 acres).
 - (2) Lot width: 125 feet.
 - (3) Floor area: 1,800 square feet.
 - (4) Front yard setback:
 - a. Major thoroughfare:
 1. Arterial: 60 feet.
 2. Collector: 60 feet.
 - b. Minor thoroughfare: 40 feet.
 - (5) Rear yard setback: 40 feet.
 - (6) Side yard setback: 20 feet.

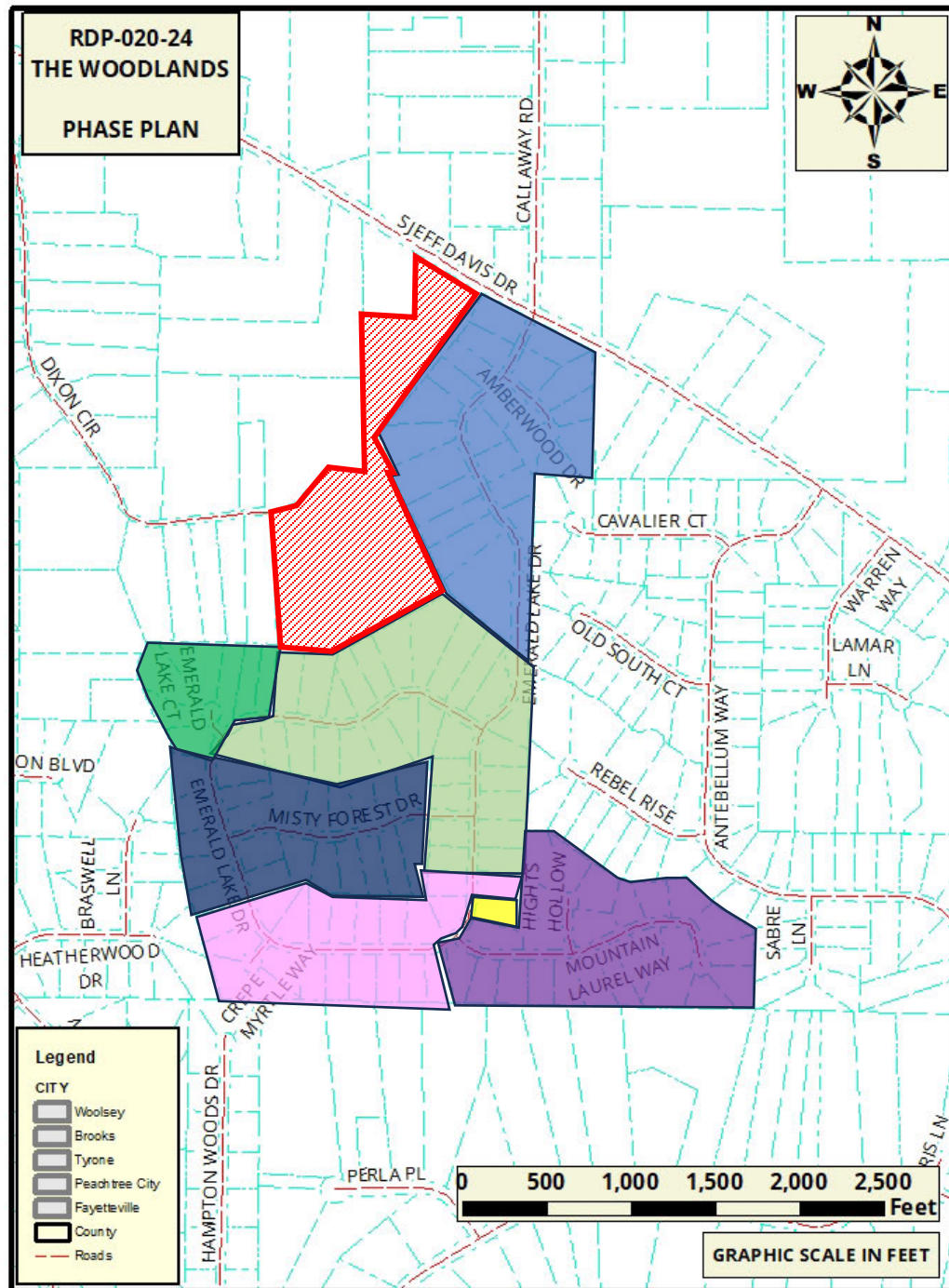




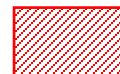


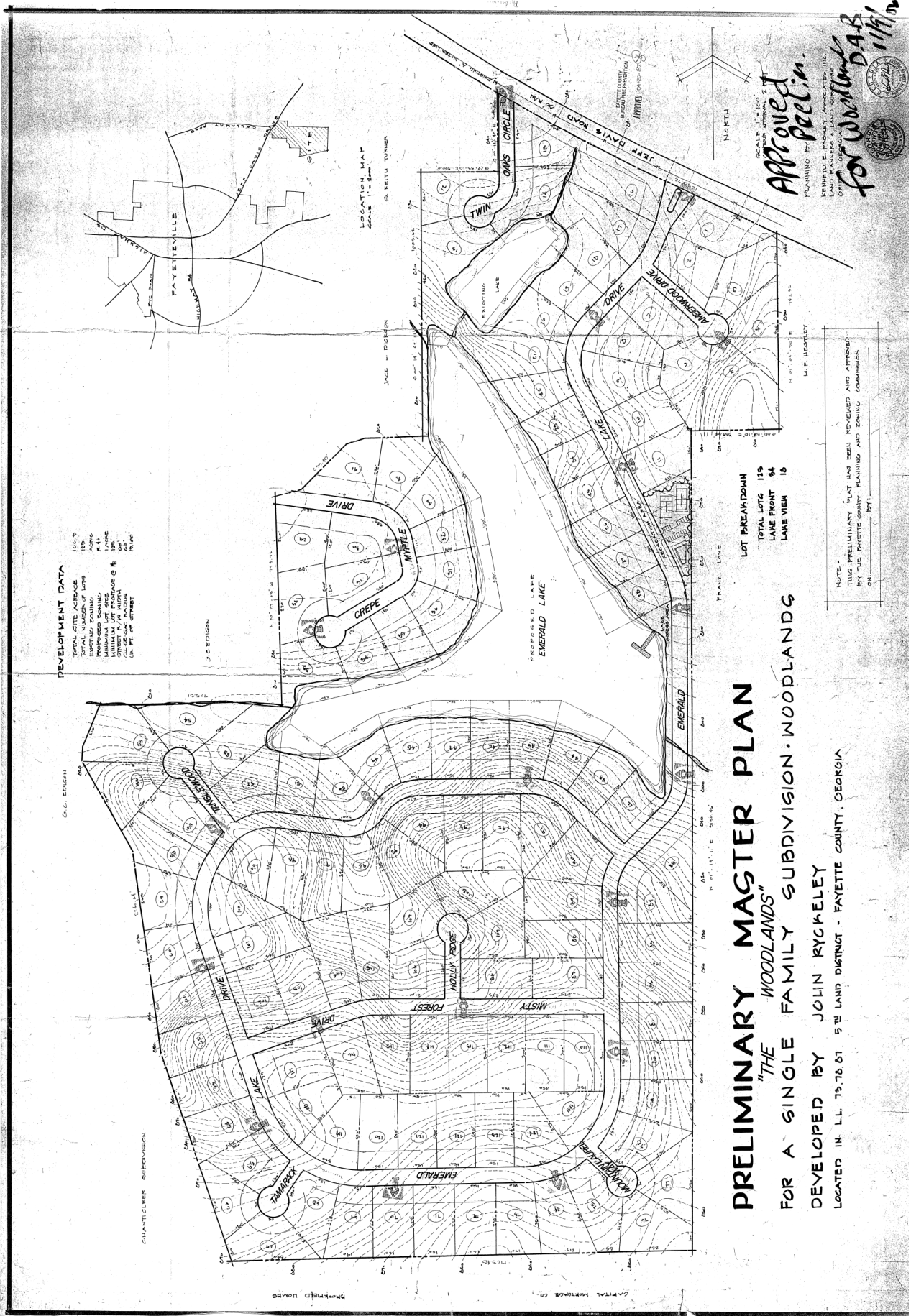






DEVELOPED PHASES 1 -7; UNDEVELOPED PHASE IN





PRELIMINARY MASTER PLAN
 "THE WOODLANDS"
 FOR A SINGLE FAMILY SUBDIVISION • WOODLANDS

DEVELOPED BY JOHN RYCKELEY
 LOCATED IN L.L. 75.76.57 5TH LAND DISTRICT - FAYETTE COUNTY, GEORGIA

Meeting Minutes 11/07/2024

THE FAYETTE COUNTY PLANNING COMMISSION met on November 7th, 2024, at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

MEMBERS PRESENT: John H. Culbreth Sr., Chairman
John Kruzan, Vice-Chairman
Danny England
Jim Oliver
Boris Thomas

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

NEW BUSINESS

1. Call to Order.
2. Pledge of Allegiance.
3. Approval of Agenda. Ms. Deborah Bell requested to amend the agenda by adding item 6; Draft 2025 Planning Commission Meeting Calendar. ***Danny England made a motion to approve the agenda with the addition of item 6; Draft 2025 Planning Commission Meeting Calendar on the November 7th Agenda. Public Hearing items will now be items 7-11. John Kruzan seconded the motion. The motion carried 5-0.***
4. Consideration of the Minutes of the meeting held on October 3, 2024. ***Jim Oliver made a motion to approve the minutes of the meeting held on October 3, 2024. John Kruzan seconded the motion. The motion carried 4-0. Danny England abstained from voting as he was absent for the October 3, 2024, meeting.***
5. Plats
 - a. Minor Final Plat for The Estate of Dan Victor Stinchcomb (218 Ebenezer Road). Mr. Jim Oliver asked about the location of the plat. Ms. Bell responded was located on Ebenezer Road and it is creating three parcels out of one parcel. ***John Kruzan made the motion to approve the Minor Final Plat for The Estate of Dan Victor Stinchcomb (218 Ebenezer Road). Danny England seconded the motion. The motion passed 5-0.***

6. Discussion of Draft Meeting Calendar for the 2025 Planning Commission Meetings. The calendar to be adopted at the next meeting.

Ms. Bell explained the dates for the next calendar dates as she added they are getting applications at the end of December and the changes will be reflected on the next meeting for approval.

John Kruzan made a motion to approve Draft Meeting Calendar for the 2025 Planning Commission Meetings. Danny England seconded the motion. The motion carried 5-0.

PUBLIC HEARING

7. Consideration of Petition 1357-24, request to rezone 3.65 acres from R-40 to A-R for the purpose of reconfiguring parcels between family members. The property is located in Land Lot(s) 254 of the 13th District and fronts on Kite Lake Road.

Ms. Bell stated the larger parcels were originally planned to be a residential subdivision, so they do not have the appropriate road frontage. By rezoning this 3.65-acre parcel, they will be able to reconfigure the existing parcels to provide the necessary road frontage. There is also a guest house on one parcel that was modified and exceeds the maximum allowable Square Footage for guest houses. The proposed reconfiguration will provide a separate parcel for this structure, thereby bringing it into compliance. No additional parcels will be created at this time, it will be a reconfiguration. As defined in the Fayette County Comprehensive Plan, Low Density Residential (1 Unit/1 Acre) is designated for this area, so the request for A-R zoning is appropriate because it is a less intensive use. Staff recommends Conditional Approval of the request for a zoning of A-R, Agricultural-Residential District, subject to the following: 1. The recombination plat for parcels 1302-051, 1302-046 and 1302-036 shall be submitted for staff review and approved and recorded within 90 days of approval of the rezoning.

Mr. John Culbreth asked if the petitioner was present.?

Mr. George Richard Moore, he states is recommending approval of the petition.

Mr. Jim Oliver asked if he was doing for family members.? And how many lots are you adding.? Ms. Bell responded its three lots now and will be three lots at the end of the process.

Mr. Moore added that the original property was sold to him and had access to sixty-five plus acres but only two entrances had only sixty feet, now the needed road frontage is 100' for each of the structures. They bought 3.6 acres in 1987 more after the original purchase, and he thinks this will satisfy the property's needs to get approved.

Mr. Culbreth asked the audience if there was anyone in opposition to the petition.? No one responded and the chairman brought it back to the board. After any of the

board members had any more questions, they proceeded to make a motion.

Jim Oliver made the motion to recommend CONDITIONAL APPROVAL of Petition 1357-24 with the following condition:

- 1. The recombination plat for parcels 1302-051, 1302-046, and 1302-036 shall be submitted for staff review and approved and recorded within 90 days of approval of the rezoning.***

Danny England seconded the motion. The motion carried 5-0.

8. Consideration of Petition 1358-24-A, request to rezone 2.242 acres from A-R to M-1 for the purposes of developing a distribution warehouse. The property is located in Land Lot(s) 248 of the 5th District and fronts on State Route 85 N.

Ms. Bell explained the petition is for two parcels and will be done as one presentation, but the board will have to vote separately on items A and B.

She stated Petition 1358-24-A is requesting to be rezoned from A-R (Agricultural-Residential) and C-H (Highway Commercial) to M-1 (Light Industrial) for the purposes of developing a commerce-industry complex with small buildings and as defined in the Fayette County Comprehensive Plan's Future Land Use Plan, Commercial Use is designated for this area, so the request for M-1 zoning is not appropriate. Staff recommends denial, if the rezoning is approved staff recommends the following conditions:

1. All parcels that are the subject of this petition shall be combined by a recorded final plat within 90 days of the approval of the petition or prior to the submittal of a site development plan, whichever comes first.
2. Oak Hill Road is a County Local Road on the Fayette County Thoroughfare Plan. The developer shall dedicate land, as needed, to provide 30 feet of right-of-way as measured from the existing centerline of Oak Hill Road. The Right of way dedication shall be completed within 90 days of rezoning.
3. Article XII. - Watershed Protection Ordinance shall apply to the tracts presented in the rezoning case 1358-24 and these new buffers will be applied during development.

Ms. Bell discussed Parcel 0552 014 and its rezoning and development proposals, but none have been implemented. Petition 126-70 and Petition No. 572-86 were approved for rezoning but never developed. The conditions on the northeastern part of the property, including flood plain and Cartecay and Wehadkee soil complexes, make it undevelopable. The development is subject to the State Route 85 North Overlay Zone, which provides architectural, parking, and access controls, enhanced landscaping requirements, and increased building setbacks. In 2019, there was discussion about developing the area as a recreational complex, but that was not realized. These conditions are now addressed in the County's ordinances and development regulations.

Mr. John Culbreth asked if the petitioner was present and to state if you are the owner or representative.

Mr. Steven Jones with the law firm of Taylor English Duma, showed a PowerPoint presentation and explained to the board the property location and that there is a need for manufacturing uses and data center. He explained the type of buildings that will be on the property from large to small and that the county anticipates a large amount of nonresidential for this area, M-1 zoning is appropriate according to Mr. Jones, and is next to Clayton County which will be good for business. He asked the board for approval.

Mr. Culbreth asked the audience if there was anyone in favor of the petition.? With no response from the audience then he asked if there was anyone in opposition to the petition.?

Ms. Julianna Terpstra states she is in the neighborhood touching where they want to develop where there are only two ways out and for the last seven years, she has been there she would like not to have the extra traffic, strangers, and keep the silence for her family.

Mr. Culbreth asked for any more opposition audience that wants to express their concerns.? No one responded and he brought the petition back to the board.

Mr. Jones spoke on how to resolve the concerns of the opposition questions, where he stated they really would like to target a data center, he wasn't sure what type of user would be there right now, but those users are not heavy on traffic. The property to the south he is proposing a seventy five foot buffer on Oak Hill Road and the building itself to deal with noise and site screening. For the strangers they are not proposing any additional entrances onto Oak Hill Road, they will be two point access on Highway 85.

Mr. Culbreth asked Mr. Jones about the data center and what the specific plans will be, but do you have any clients/potential candidates for the use should the rezoning occur.?

Mr. Jones responded there has been interest but the way the manufacturing and technology infrastructure companies look for something you can put on the ground because the need is there.

Mr. Jim Oliver added a rough piece of property where the petitioner will probably be losing two thirds of it into the swamp. He then asked if they would need more commercial pieces here in the county where some of them have been sitting vacant for a long time and if not, this kind of use then what.? Another commercial strip center.? What exactly what type of light industrial you are talking about.? If it goes against the land use plan you will need to address that.

Mr. Jones asked to go back to his presentation on page four to show his plan where the land use plan contemplates industrial uses in this corridor of north 85 into your other point across the street a commercial was redeveloped into a self storage and that shows that the market is trending away from highway commercial uses to other uses. There is not

potential commercial uses for this property, where the co-plan said commercial area requires visibility which this property doesn't have and that's why is perfect for this type of use, also the majority of the acres lay behind which gives it a vision screen from 85. The zoning issues of this property and the present zoning of it show there is no other what. We don't want a heavy manufacturer we want a light manufacturer. He states the co-plan contemplates such uses where it says light industrial are appropriate. So, from an economic liability perspective which the constitution promises a property owner, we haven't seen that since Fayette County enacted the ordinance, that's why he thinks the co-plan and the lack of liability of the property supposedly zoned really dictate and indicate that it should be rezoned to light industrial.

Mr. Jim Oliver responded he didn't think it unconstitutional if you had not been denied a rezoning, you can't develop as it is in preceding years you are not being denied a development you are asking for a change in the zoning.

Mr. Jones replied this is correct, but the argument is that the market has not brought users to this property as presently zoned otherwise it would it been developed and used as presently zoned.

Mr. Oliver asked the petitioner on each of these petitions you have conditions, do you have any problems regarding these conditions.? The applicant responded no.

Mr. Chairman asked staff originally recommended denial of this petition.?

Mrs. Bell responded they recommended denial of the petition because it does not align with the land use plan but if the petition is approved, we provided three recommended conditions.

Mr. Boris Thomas asked Mr. Jones a couple of things that you said are conflicting, the board does not know what the in use will be but it if is not attracting consumers that leads us to believe that can only be used for a distribution center or a place where vehicles are coming in and out, shifts changes if it a small warehouse where will impact upon the traffic and shopping that is already crowded. If we open the zoning it will impact northern Fayette in a negative way, we are not stopping you from being developed we are not allowing a change in the zoning. If you don't have a consumer plan it can only be a warehouse/ distribution center and that will increase the traffic.

Mr. Jones replied this would be more appropriate for light manufacturing for a company that does not require that direct interstate access.

Mr. John Kruzan asked about the size of the buildings like the one specified on the application's intent 260,000 sf distribution center.

Mr. Jones responded if you look at our LOI we proposed a commerce center, from the market perspective distribution is not a viable option at this property.

Mr. Culbreth asked for a motion for petition 1358-24-A.?

Boris Thomas made the motion to recommend DENIAL of Petition 1358-24-A. John Kruzan seconded the motion. Jim Oliver and Danny England, the Opposed motion carried 3-2.

9. Consideration of Petition 1358-24-B, request to rezone 55.066 acres from C-H to M-1 for the purposes of developing a distribution warehouse. The property is located in Land Lot(s) 248 of the 5th District and fronts on State Route 85 N and Oak Hill Road.

Ms. Bell asked to have a separate public hearing for petition 1358-24-B.

Chairman Culbreth stated the petitioner was present and to come back in the representation of both items 1358-24-A and B.

Mr. Jones added it was acceptable for the chairman and the commissioners to reincorporate by reference the comments and the presentation I made.

Mr. Culbreth asked the audience if anyone opposed the petition.?

Mrs. Julianna Terpstra added she doesn't want the traffic.

Chairman Culbreth brought the petition back to the board and asked for a motion.

John Kruzan made the motion to recommend DENIAL of Petition 1358-24-B. Boris Thomas seconded the motion. Jim Oliver and Danny England opposed, the motion carried 3-2.

10. Consideration of Revised Development Plan RDP-020-24, The Woodlands, request approval of a Revised Development Plan for The Woodlands as depicted in the Preliminary Master Plan approved on November 9, 2006. The request is to remove an undeveloped phase, consisting of 28.450 acres, from the development. Property is located in Land Lot 88 & 73 of the 5th District and fronts Dixon Circle and S. Jeff Davis Drive.

Ms. Bell read the petition and added that the applicant is requesting a revision to the Development Plan for The Woodlands Subdivision to remove the undevelopment phase from the original development plan. **Per Sec. 104-595.(2)h.2.**, proposed revisions to a recorded major final plat shall, after prescribed public notice, be considered in public hearings before the planning commission and board of commissioners. The staff recommends approving the revised plan due to the area remaining undeveloped and having independent road access points. The Woodlands subdivision was developed in phases between 1988 and 2006, with Tract D, which contains 28.45 acres, being the last piece of the original plan. The parcel is located southeast of Fayetteville on Jeff David Drive. She showed the location of the lot on the maps.

Mr. John Culbreth asked if the petitioner was present.?

Ms. Christine Flanigan introduced herself as a representative of Jerry Gable who is the owner of the property and stated this is a revised development plan on Mr. Gable's property it was never owned or part of the woodlands because he never sold that parcel to them, his intention is to sell the parcel.

Mr. Culbreth asked if there was anyone in support of the petition.? With no response from the audience, then he asked if anyone was in opposition to please come forward.

Mr. Charles Bennett stated he resided at the adjacent parcel to the subject property and had been there for thirty three years which we purchased from the father of Jerry Gable, the property is not usable, and the only road access from South Jeff Davis and Dixon Circle ends at our driveway. He stated he was fine if they wanted to subdivide the parcel and asked the county would be a good idea to buy it for refugee animals.

The chairman asked if anyone else was in opposition.?

Mr. Mike Jorgensen resides on the woodlands, he is a lake property owner. I was told the house on South Jeff Davis was not included in the sale of those twenty acres, if that's true there is no access to that property on South Jeff Davis, there is a trail that you can walk to but can not drive to. How do we get to know what is going to be built on it.? The other issue he asked is whether the lake has to be maintained by the new owner, the size of the homes, and access to S. Jeff Davis. The last time the project was approved the county commissioners had major concerns about only one entrance in/out of the woodlands.

The chairman thanked Mr. Mike for his comment and asked if anyone else was in opposition.

Mr. Barry Hitechen, has lived in Dixon Circle for thirty three years and states their concerns about what's going to happen to this property, how many houses are going in, what will be the access points, and adding more traffic to our street. Dixon is a very narrow street, a dead end, there are no sidewalks, and we have to deal with a lot of delivery trucks. He thinks is best to rezone to A-R which will limit the number of houses and traffic in our street.

Ms. Christine Flanigan stated she is aware of their concerns, and they had no offers on the table at the moment, the rezoning will come up later, the owner just wants to be able to sell it the lots.

Mr. Culbreth asked Ms. Flanigan is there was no road access to the property.?

Ms. Flanigan there is a car width access to the Dixon roadside and Mr. Bennett is thinking of selling his property maybe whoever buys the property will buy that too.

Chairman Culbreth added to the statements that came up twice about what going

on about the property, which we cannot control. And asked for a motion for the petition.

Jim Oliver made the motion to recommend APPROVAL of Petition RDP-020-24. John Krizan seconded the motion. The motion carried 5-0.

11. Consideration of Amendments to Chapter 110. Zoning Ordinance, regarding article VII.- Zoning Board of Appeals. – Sec. 110-242. – Powers and Duties.

Ms. Bell explained Staff is presenting a recommendation to amend Sec. 110-242. Powers and Duties. This amendment addresses the powers and duties of the Zoning Board of Appeals. It provides criteria for variances for unimproved nonconforming lots and clarification regarding variances allowed for improved illegal lots. Staff recommends approval of the amendments as presented. We had a number of nonconforming and illegal lots come up recently and various cases specially the zoning board of appeals and before this board and the attorneys had work with us to give us some guidance on when variances will be allowed and there are some very specific criteria. Previously no lot is illegible for a variance as it stands now for reduction in lot size, lot width or road frontage unless is for an improved illegal lot. What this amendment does is it provides at an unimproved nonconforming lot will have some criteria where it would be eligible for a variance and an improved illegal lot also have some criteria where it would be eligible for consideration by the zoning board of appeals. We had several lots where we trying to consider their less than the minimum district is or its zoned A-R but its been in that consideration since 1965, the problem is that it doesn't meet the 250' lot width building line and this will allowed to be approve for a variance to the lot width at building line for that lot up to a certain point but it would it take it down to zero. For example a lot that a lot width of 200 feet wide and it have 3 acres wouldn't meet A-R zoning requirement because its not 250' is 200' but they can get a variance to make it a buildable lot. There is similar criteria for road frontage we have some lots maybe 30-40 feet of road frontage so the same standards that applies to existing nonconforming lots or land lot properties are require if it a legal nonconforming lot to have a 20 foot recorder access easement. This will allow for a variance for those older existing lots as long as they have at least 20 feet of road frontage so it's the same standard we are applying their to this nonconforming lots.

Mr. Oliver asked does this help to address when sometimes people have a piece of property that have an older house that its going to be nonconforming and we were trying to let them live on the old house while they were building the new house.?

Ms. Allison Cox responded this will not impact that at all, the ZBA grant variances of several different sources. If you look at the section that you are considering it their powers as it is currently drafted the ZBA has no power to even consider a variance to lot width, road frontage or size. So, what we are trying to do is in these nonconforming lots that exist in the county for whatever reason to another in other for them to be buildable at all most of them needs to be consider for a variance in their size, if they are an A-R and they are 3.5 they are not buildable as currently is drafted. What you are amending is their authority.

Mr. Danny England added three years ago they were trying to address this issue.

Mr. Culbreth replied this would allow the ZBA to vote on it.

Ms. Cox responded once the ZBA looked at these and if they are granted then if other variances are necessary the property owner will come back at a later time and ask for those sizes yard variances or wood variances as far as the back, but these have to be address first because you can do anything if your lot is not big enough. This will put in place the minimums and the maximums, if you look at letter C which is what we are amending you will never be allowed to go lest than an acre and if you need a well is acre and a half so now the ZBA have some guidepost to look at when they are trying to grant the variances the impact the way the county looks.

Mr. Oliver and Danny England asked if he really thought that we have a power of theirs.

Ms. Cox the ZBA will hear these and then they will go on a later date for variance.

Mr. Culbreth asked if anyone was in favor of the petition.? No one responded, then he asked for anyone in opposition, but no one responded. The chairman asked for a motion for the petition.

Danny England made the motion to recommend APPROVAL of Consideration of Amendments to Chapter 110. Zoning Ordinance, regarding article VII.- Zoning Board of Appeals. – Sec. 110-242. – Powers and Duties. Jim Oliver seconded the motion. The motion carried 4-0-1. Boris Thomas abstained from voting.

ADJOURNMENT:

John Kruzan moved to adjourn the meeting. Danny England seconded. The motion passed 5-0.

The meeting adjourned at 8:20 p.m.

ATTEST:

**PLANNING COMMISSION
OF
FAYETTE COUNTY**

JOHN H. CULBRETH, SR., CHAIRMAN

DEBORAH BELL
DIRECTOR, PLANNING & ZONING

DRAFT

PETITION No (s): RDP-020-24

STAFF USE ONLY

APPLICANT INFORMATION

Name Jerry M. Gable
Address 663 Clear Creek Valley Dr
City Ellijay
State GA Zip 30536
Email _____
Phone _____

PROPERTY OWNER INFORMATION

Name Jerry M. Gable
Address 663 Clear Creek Valley Dr.
City Ellijay
State GA Zip 30536
Email [REDACTED]
Phone 770-993-9392

AGENT(S) (if applicable)

Name Christine Flanigan
Address 665 Hwy 74S, Suite 110
City Peachtree City
State GA Zip 30269
Email chris.flanigan@harrynorman.com
Phone 404-307-1654

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: _____ Date: _____

DATE OF PLANNING COMMISSION HEARING: October 3, 2024

DATE OF COUNTY COMMISSIONERS HEARING: October 24, 2024

Received from Christine Flanigan a check in the amount of \$ 450.00 for application filing fee, and \$ 40.00 for deposit on frame for public hearing sign(s).

Date Paid: 8/9/2024 Receipt Number: _____

getting owner affidavit notarized

Per Owner; correct acreage is 28.450 (Tract D) as shown on Survey dated 10/01/2024. There is not a Structure on the parcel.

PETITION No.: RDP-020-24 Fees Due: _____ Sign Deposit Due: _____

PROPERTY INFORMATION (please provide information for each parcel)

STAFF USE ONLY

~~Tract A = 19.647~~
~~Tract B = 11.774~~

Parcel # (Tax ID): 0519 002 Acreage: 31.421
Land District(s): 5 Land Lot(s): 88, 73
Road Name/Frontage L.F.: S Jeff Davis/Dixon Rd Road Classification: _____
Existing Use: Vacant Land Proposed Use: Single Family Residential Home
Structure(s): + Type: House Size in SF: 2826
Existing Zoning: R-45 conditional 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: _____

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:

Jerry M. Gable

(Please Print)

Property Tax Identification Number(s) of Subject Property: 0 519 00 2

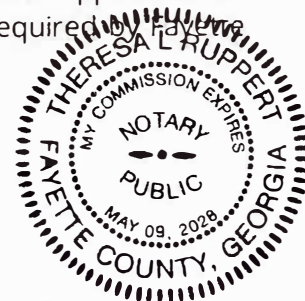
(I am) (we are) the sole owner(s) of the above-referenced property requested to be rezoned. Subject property is located in Land Lot(s) 73 of the 5th District, and (if applicable to more than one land district) Land Lot(s) _____ of the _____ District, and said property consists of a total of _____ acres (legal description corresponding to most recent recorded plat for the subject property is attached herewith).

(I) (We) hereby delegate authority to Christine Flanigan 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) Jerry M. Gable
Signature of Property Owner 1
663 Clear reek Valley Dr, Ellijay, GA 30536
Address

Theresa L. Ruppert
Signature of Notary Public
8-9-2024
Date



Signature of Property Owner 2

Signature of Notary Public

Address

Date

Signature of Property Owner 3

Signature of Notary Public

Address

Date

Signature of Authorized Agent

Signature of Notary Public

Address

Date

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.

WARRANTY DEED--FORM 36A

S & S Office Supply & Equipment • Jonesboro, Ga.

STANDARD WARRANTY DEED



STATE OF GEORGIA,

FA YETTE County.

THIS INDENTURE, made this 9th day of February in the year of our Lord One Thousand Nine Hundred and eighty-three

between EARL GABLE of the State of Georgia and County of Coweta of the first part and JERRY M. GABLE of the State of Georgia and County of Cobb of the second part

WITNESSETH: That the said part y of the first part 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 he s granted, bargained, sold and conveyed and by these presents do es grant, bargain, sell and convey unto the said part of the second part, himself, his heirs and assigns, all that tract or parcel of

land lying and being in LL 87, 88 & 105 in the 5th Land District & 496 District G.M. Fayette County, Georgia about 2 1/2 miles east from Fayetteville, Georgia, containing one hundred four and twenty three one hundredths (104.23) acres, more or less, according to plat thereof made by J. O. Lee, County Surveyor, in June, 1952, and recorded in Deed Book 35, at page 379, in office of Clerk Superior Court of Fayette County, Georgia which plat and the record thereof are by reference incorporated herein. Said land is bounded as follows: On north by lands of C. B. Callaway and H. A. Mayfield, on east by Public Road; H. S. Mayfield, W. W. Betsill & E. B. Welden Estate; on south by Dickson lands and tract no. 2 below; and on west by Dickson lands and Mrs. Jennie Farrer lands.

TRACT NO. 2

All that tract or parcel of land lying and being in the 5th District of Fayette County, Georgia about 2 1/2 miles east from Fayetteville, Georgia, the eastern part of LL 73 as shown on plat of same prepared by Lee Engineering Company dated June 29, 1959, and recorded in Plat Book 1, page 121, Fayette County records, which plat and the record thereof are by reference incorporated herein; which land is more particularly described as follows: BEGINNING at the northeast corner of LL 73, running west along the north boundary of said lot a distance of 1565 feet to a corner; thence south 30 minutes east 1016 feet to a corner in a stream; thence westerly along the stream 730 feet to a road, formerly public; thence southerly along the center of the roadway 2230 feet to the south boundary of Land Lot 73; thence east 1756 feet to the southeast corner of said Land Lot; thence north along the east boundary of the lot 2950 feet to the point of beginning; containing one hundred twenty-two (122) acres, more or less according to the Lee Engineering Company Survey.

EXCLUDED FROM the herein described property are conveyance made by the Grantor, Earl Gable as follows:

- 1. Warranty Deed to Jack L. Dickson dated March 1, 1978 and recorded in Deed Book 176, page 158, Fayette County Records.
2. Warranty Deed to Evelyn N. Pruitt dated March 31, 1978, recorded in Deed Book 177, page 560, Fayette County Records.
3. Warranty Deed to Phillip and Jane Anderson dated November 18, 1977 recorded in Deed Book 172, page 407, Fayette County Records.
4. Warranty Deed to Doug Cole dated October 7, 1977, recorded in Deed Book 169, page 760, Fayette County Records.
5. Warranty Deed to Charles C. Kilpatrick, Jr., recorded in Deed Book 169, page 762, Fayette County Records.
6. Warranty Deed to A. C. and Flora M. Garrison dated October 3, 1977, recorded in Deed Book 169, page 766, Fayette County Records.
7. Warranty Deed to C. W. Ferguson and Edgar C. Wendling, dated October 7, 1977, recorded in Deed Book 169, page 769, Fayette County Records.
8. Warranty Deed to Jerry Dickson, dated 10-27-77, recorded (Cont. back)

BOOK 211 PAGE 177

(#8 Continued from front)
in Deed Book 171, page 166, Fayette County Records. BOOK 271 PAGE 178

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of Jerry M. Gable the said part Y of the second part, his heirs and assigns, forever, IN FEE SIMPLE.

And the said part Y of the first part, for himself, his heirs, executors and administrators will warrant and forever defend the right and title to the above described property unto the said part Y of the second part, his heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The said part Y of the first part has hereunto set his hand and affixed his seal, the day and year above written.

Signed, sealed and delivered in the presence of
Thomas Jones
W. A. Ballard
Notary Public, Georgia, State at Large
My Commission Expires Feb. 20, 1983

Earl Gable (Seal)
Earl Gable (Seal)
(Seal)
(Seal)
(Seal)

Fayette County, Georgia
Deed Book 271, Page 178
Date 2-10-83
Clerk of Superior Court

FILED 2-10- 1983
RECORDED 2-11- 1983
W. A. Ballard
CLERK SUPERIOR COURT
400
EP

WARRANTY DEED
FROM
TO
Georgia, Fayette County
Clerk's Office, Superior Court.
Filed for Record at 4:00 o'clock P.M. 2-10, 1983
Recorded in Book 271, Folio 177
2-11, 1983
W.A. Ballard Clerk

Form 10-8



GEORGIA STATE OFFICE
TITLE BUILDING
ATLANTA, GEORGIA 30333

Lawyers Title Insurance Corporation

ATLANTA BRANCH OFFICE

WARRANTY DEED

STATE OF GEORGIA COUNTY OF

THIS INDENTURE, Made the _____ day of June, in the year one thousand nine hundred eighty-seven, between

JERRY M. GABLE

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

JOHN E. RYCKELEY

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 AND NO/100 (\$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 Lots 73, 87, and 88 of the 5th District of Fayette County, Georgia, being shown as Tract "A" on the property survey for Jerry M. Gable, dated June 8, 1987, prepared by Kenneth Edward Presley, RLS, and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

Affidavit BK. 1238-751
OH 1243-298

GEORGIA, Fayette County
Clerk's Office Superior Court

Filed for record June 22 1987

10:00 A. M.

Recorded in Book 453 Page 385

This 22 day of June 1987

W. A. Ballard

Clerk

Fayette County, Georgia
Real Estate Transfer Tax
Paid 45620 Date _____

W. A. Ballard
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.

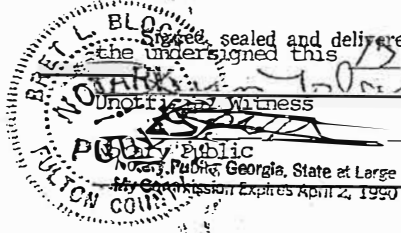
Signed, sealed and delivered in presence of:
the undersigned this 22 day of June, 1987.

Unofficial Witness

Jerry M. Gable (Seal)

(Seal)

(Seal)



BOOK 453 PAGE 385 (Seal)

Book: 453 Page: 385 Seq: 1

ALL THAT TRACT or parcel of land lying and being in Land Lots 73, 87, and 88 of the 5th District of Fayette County, Georgia, being shown as Tract "A" on the property survey for Jerry M. Gable, dated June 8, 1987, prepared by Kenneth Edward Presley, RLS, and being more particularly described as follows:

BEGINNING at the northeasterly corner of Land Lot 73, which point is also the point of common intersection of Land Lots 73, 74, 87, and 88; thence running South 88 degrees 53 minutes 18 seconds East 355.6 feet to an iron pin found; thence running North 01 degree 04 minutes 30 seconds East 736.06 feet to a point; thence running North 63 degrees 42 minutes 17 seconds West 469.66 feet to a point; thence North 63 degrees 37 minutes 35 seconds West 145.91 feet to a point; thence North 62 degrees 05 minutes 02 seconds West 113.12 feet to a point; thence North 60 degrees 30 minutes 00 seconds West 27.08 feet to a point; thence South 29 degrees 59 minutes 10 seconds West 255.16 feet to a point; thence South 41 degrees 51 minutes 26 seconds West 786.78 feet to a point; thence South 25 degrees 37 minutes 59 seconds East 1044.83 feet to a point; thence South 63 degrees 43 minutes 07 seconds West 813.04 feet; thence South 89 degrees 20 minutes 47 seconds West 263.02 feet to a point; thence South 09 degrees 10 minutes 32 seconds West 349.42 feet to a point; thence running in a southwesterly direction along the curve of an arc having an arc distance of 396.29 feet and subtended by a radius of 360.0 feet to a point; then running South 15 degrees 45 minutes 07 seconds East 85.23 feet to a point; thence running South 68 degrees 22 minutes 28 seconds East 297.33 feet to a point; thence running South 79 degrees 52 minutes 42 seconds East 385.88 feet to a point; thence running North 74 degrees 03 minutes 05 seconds East 507.60 feet to a point; thence running South 88 degrees 45 minutes 49 seconds East 50.0 feet to a point; thence running South 01 degree 14 minutes 11 seconds West 661.03 feet to a point; thence running South 88 degrees 45 minutes 49 seconds East 290.0 feet to a point; thence running South 87 degrees 34 minutes 50 seconds East 60.12 feet to a point; thence running South 88 degrees 45 minutes 49 seconds East 275.0 feet to a point on the easterly land lot line of Land Lot 73; thence running North 01 degree 14 minutes 11 seconds East along said easterly land lot line 2345.41 feet to a point and the POINT OF BEGINNING.

2

FILED & RECORDED
FAYETTE COUNTY, GA.
01 MAY 8 PM 12 26
SHEILA STUDDARD, CLERK

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF FAYETTE

B. D. Murphy, III, P.C.
370 West Stonewall Ave
Fayetteville, GA 30214
(770) 461-4226

This Indenture made this 26th day of April, in the year 2001, between JERRY M. GABLE, of the County of FAYETTE, State of Georgia, as party or parties of the first part, hereinunder called Grantor, and CHARLES D. DEWBERRY 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 AND 00/100'S (\$10.00) Dollars and other good and valuable considerations 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,

FOR A FULL AND COMPLETE LEGAL DESCRIPTION OF THE PROPERTY HEREIN CONVEYED, SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

This Deed is given subject to all easements and restrictions of record, if any.

FAYETTE COUNTY GEORGIA
REAL ESTATE TRANSFER TAX
PAID 350.00
DATE 5-8-01
SHEILA STUDDARD
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, Grantor has hereunto set grantor's hand and seal this day and year first above written.

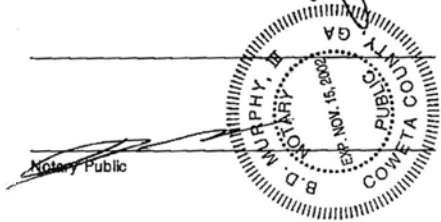
Signed, sealed and delivered in the presence of:

Witness *[Signature]*

[Signature] (Seal)
JERRY M. GABLE

BOOK 1629 PAGE 729 (Seal)

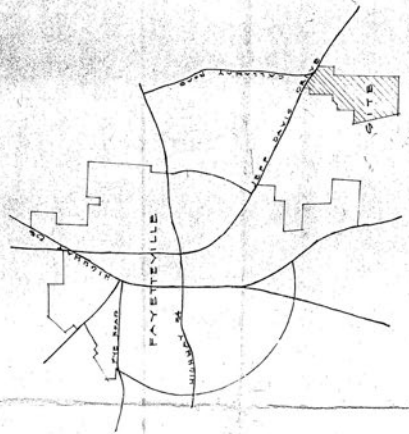
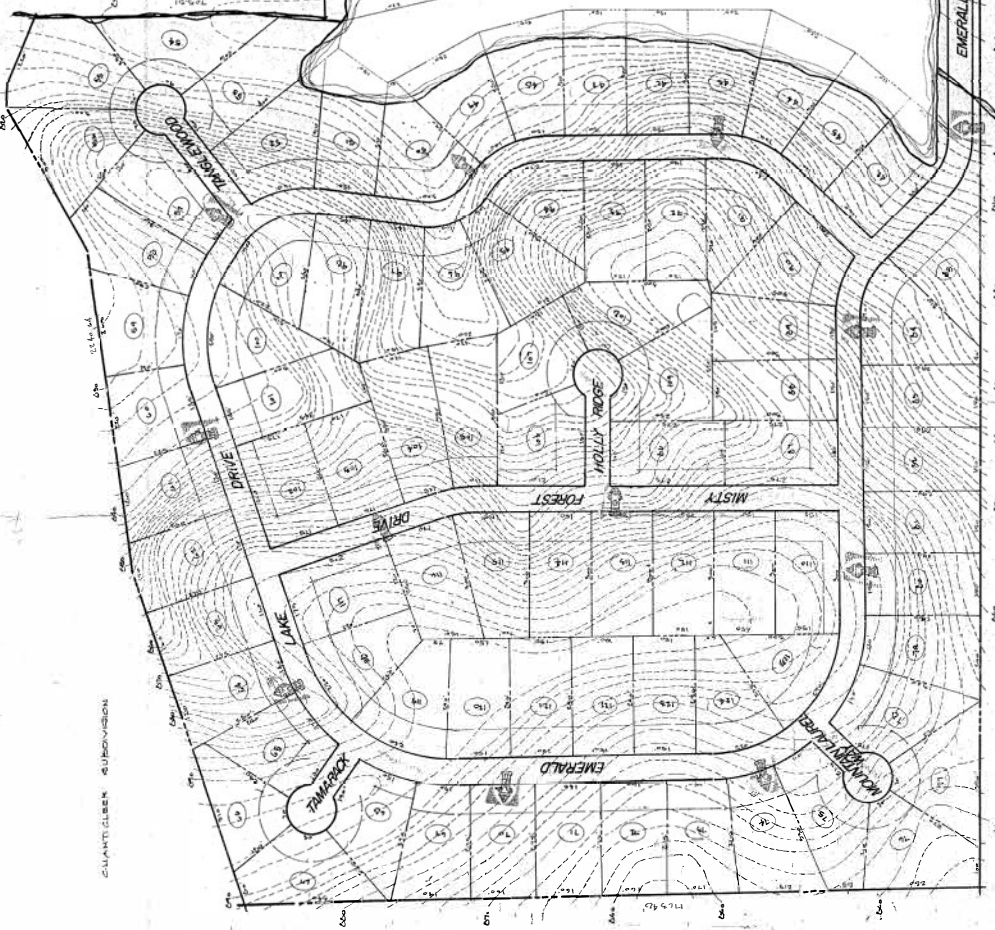
(Seal)



APPROVED
 PLANNING BY
 MARYBETH E. HENKLEY ASSOCIATES, INC.
 1000 W. WOODLAND DRIVE
 CRYSTAL DUNWOODY, GA 30138
 for Woodland DAB
 11/19/08

DEVELOPMENT DATA
 TOTAL SITE AREA 166.7
 TOTAL NUMBER OF LOTS 135
 TOTAL NUMBER OF LOTS 135
 PROPOSED SENSIBLE 2.45
 MINIMUM LOT SIZE 1.5 ACRES
 MINIMUM LOT FRONTAGE 135'
 MINIMUM LOT WIDTH 66'
 CURVE RADIUS 66'
 LOT FRONT STREET 100'

S.W. EDIGHN



LOCATION MAP
 SCALE 1" = 500'

LOT BREAKDOWN
 TOTAL LOTS 135
 LAKE FRONT 44
 LAKE VIEW 16

PRELIMINARY MASTER PLAN
 "THE WOODLANDS"
 FOR A SINGLE FAMILY SUBDIVISION - WOODLANDS

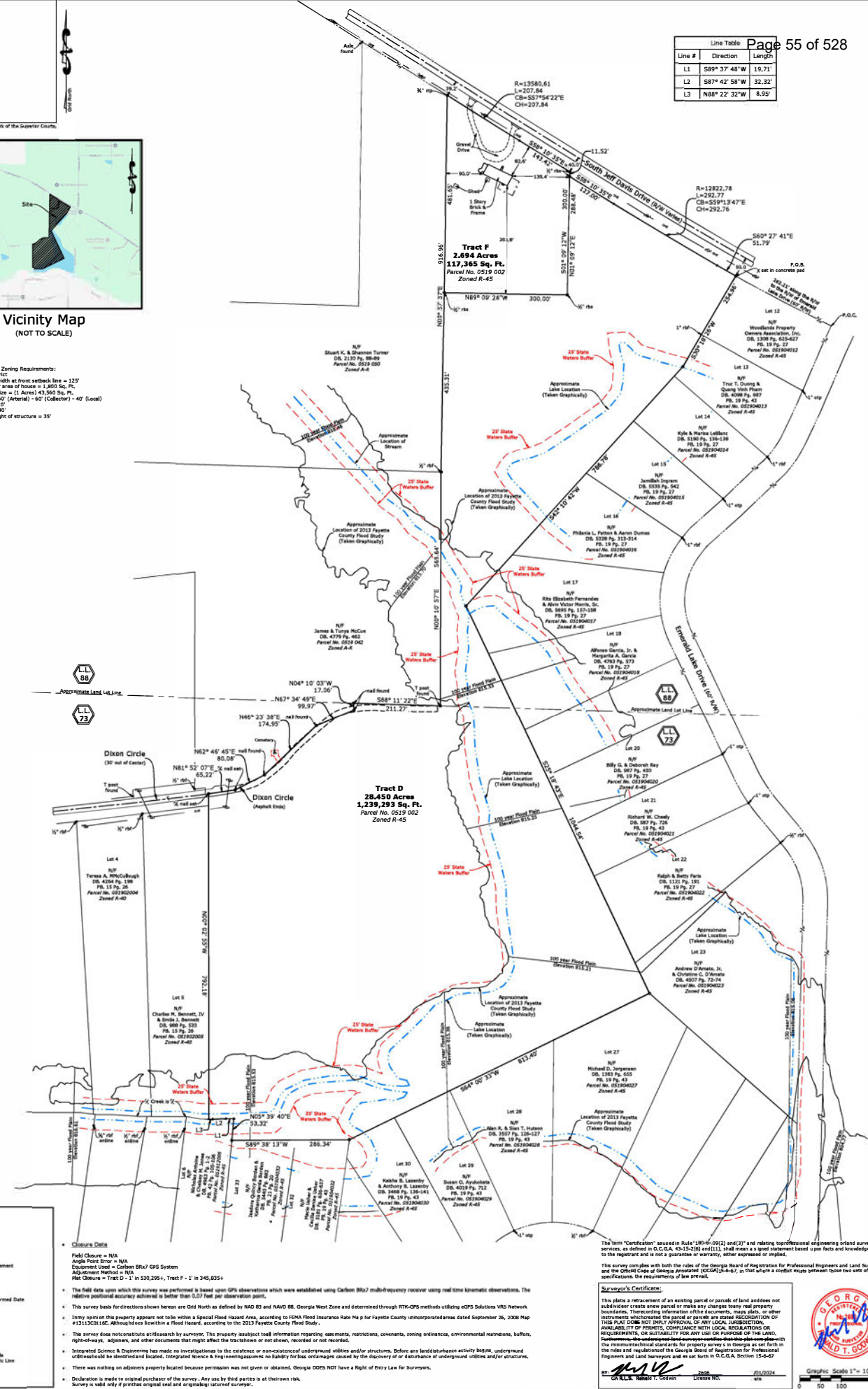
DEVELOPED BY JOHN RYCKELEY
 LOCATED IN LL 73.70.07 5TH LAND DISTRICT - FAYETTE COUNTY, GEORGIA

NOTE: THIS PRELIMINARY PLAN HAS BEEN REVIEWED AND APPROVED BY THE FAYETTE COUNTY PLANNING AND ZONING COMMISSION ON: 11/19/08

M. F. RYCKELEY



Line #	Direction	Length
L1	S89° 37' 48" W	19.71'
L2	S87° 42' 58" W	32.32'
L3	N88° 22' 32" W	8.95'



Vicinity Map (NOT TO SCALE)

Minimum Dimensional Zoning Requirements:
 R-45 Zoning district
 Minimum lot width at front setback line = 123'
 Minimum floor area of house = 1,800 Sq. Ft.
 Minimum lot size = (1 Acres) 43,560 Sq. Ft.
 Front yard = 60' (Aerial) - 40' (Collector) - 40' (Local)
 Side yard = 20'
 Rear yard = 40'
 Maximum height of structure = 35'



Legend

- 079=Open Top Pipe
- 080=Water Found
- 081=Water Seal
- 082=Right of Way
- 083=Controlled Top Pipe
- 084=Point of Beginning
- 085=Point of Commencement
- 086=Edge of Facement
- 087=Centerline
- 088=Building Line
- 089=Drainage Easement
- 090=Line of Easement
- 091=Field Work Performed Date
- 092=Closest Marker
- 093=Water Meter
- 094=Utility Pole
- 095=Day Wire
- 096=Snap Line
- 097=Wire String
- 098=Light Pole
- 099=Light Pole
- 100=Concrete Marker
- 101=Concrete Monument
- 102=Property Corner

Closure Data

Field Closure = N/A
 Angle Point Error = N/A
 Equipment Used = Carlson BR7 GPS System
 Adjustment Method = N/A
 Plot Closure = Tract D - 1 in 330,295', Tract F - 1' in 345,835'

The field data upon which this survey was performed is based upon GPS observations which were established using Carlson BR7 multi-frequency receiver using real time kinematic observations. The relative positional accuracy achieved is better than 0.57 feet per observation point.

This survey was performed on the property shown herein as indicated by NAD 83 and NAD 83, Georgia West Zone and determined through RTK-GPS methods utilizing eGPS Solutions VRS Network. This survey system for directions shown herein are fixed North as defined by NAD 83 and NAD 83, Georgia West Zone and determined through RTK-GPS methods utilizing eGPS Solutions VRS Network. Any system on the property appears not to be within a Special Flood Hazard Area, according to FEMA Flood Insurance Rate Map for Fayette County unincorporated areas dated September 26, 2006 Map #13132C116E. Although does lie within a Flood Hazard, according to the 2013 Fayette County Flood Study.

The survey data notations attached by surveyor. The property subject to all information regarding easements, restrictions, covenants, zoning ordinances, environmental restrictions, buffers, right-of-way, adjoiners, and other documents that might affect the tract shown or not shown, recorded or not recorded.

Integrated Science & Engineering has made no investigations to the existence or non-existence of underground utilities and/or structures. Before any land disturbance activity begins, underground utilities shall be identified and located. Integrated Science & Engineering assumes no liability for damages caused by the discovery of or disturbance of underground utilities and/or structures.

There was nothing on adjacent property located because permission was not given or obtained. Georgia DOES NOT have a Right of Entry for Surveyors.

Declaration is made to original purchaser of the survey. Any use by third parties is at their own risk. Survey is valid only if printed original seal and original signature of surveyor.

The term "Certification" issued in Rule 189-6-09(2) and (3) and relating to professional engineering and land surveying services as defined in O.C.G.A. §33-10-10 and (11), shall mean a good statement based upon facts and knowledge known to the registrant and is not a guarantee or warranty, either expressed or implied.

This survey complies with both the rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and the Official Code of Georgia Annotated (O.C.G.A.) §33-10-10, in that where a conflict exists between these two sets of specifications, the requirements of law prevail.

Surveyor's Certificate:
 This plan is a retracement of an existing parcel or parcels of land and does not constitute a new parcel or parcels of land. This plan is not to be used as a basis for any future subdivision. THE SIGNATURE OF ANY LOCAL JURISDICTION, AUTHORITY OR PERSON, COMPLIANCE WITH LOCAL ORDINANCES OR REQUIREMENTS, OR SUFFICIENCY FOR ANY USE OR PURPOSE OF THE LAND, SHALL NOT BE A BASIS FOR LIABILITY OR LIABILITY OF THE SURVEYOR. THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEY IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 18-6-47.

By: *[Signature]* License No. 2006 7837284
 JERRY M. GABLE, R. Gable License No.



Graphic Scale 1" = 100'

JOB # 1831,2401
 Drawn By: JMB
 Checked By: JMB
 Date: 10/11/2024
 Scale: 1" = 100'
 Sheet: 1 of 1

Project File:

865 South Jeff Davis Drive
 Land Lot 88 & 79 of the 5th Land District
 Fayette County, Georgia

Plan/Deed Book: 38, 271
 Page: 116-117, 399-402
 Date: 10/11/2024
 Revisions:



Wednesday, November 20, 2024

Fayette County News B5

Continued from page B4

**NOTICE OF PUBLIC HEARING
FOR THE CONSIDERATION OF
THE REVISED DEVELOPMENT
PLAN FOR THE WOODLANDS**

PUBLIC HEARING to be held before the Fayette County Board of Commissioners on December 12, 2024, at 2:00 P.M., in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Public Meeting Room, First Floor, Fayetteville, Georgia.

Petition No.: RDP-020-24

Parcel No: 0519 002

Applicant Jerry M. Gable

Agent(s): Christine Flanigan

Zoning District: R-45

Area of Property: 28.450 acres

Land Lot(s)/District: Land Lot 88 & 73 of the 5th District

Fronts on: Dixon Circle and S. Jeff Davis Drive

Proposed: Request approval of the Approved Development Plan for The Woodlands as depicted in the Preliminary Master Plan approved on November 9, 2006.

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

Tract D

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 73 & 88, 5th District, Fayette County, Georgia, and being Parcel No. 0519 002, Tract D containing 28.450 acres more or less, as per plat of survey prepared by Ronald T. Godwin, Registered Land Surveyor, dated 10/01/2024 and being more particularly described as follows: Beginning at a X scribed in concrete pad, on the right-of-way of South Jeff Davis Drive, 262.21 feet from the intersection of the Western right-of-way of Emerald Lake Drive (60' R/W) with the Southern right-of-way of South Jeff Davis Drive (R/W Varies) and being the TRUE POINT OF BEGINNING; Thence leaving said right-of-way, South 30° 18' 26" West for a distance of 254.96 feet to a point; Thence South 42° 10' 42" West for a distance of 786.78 feet to a point; Thence South 25° 18' 43" East for a distance of 1044.54 feet to a point; Thence South 64° 00' 33" West for a distance of 813.40 feet to a point;

Thence South 89° 38' 13" West for a distance of 286.34 feet to a point; Thence North 05° 39' 40" East for a distance of 53.32 feet to a point in the center of a creek; Thence continuing along the center of said creek, South 89° 37' 48" West for a distance of 19.71 feet to a point; Thence South 87° 42' 58" for a distance of 32.32 feet to a point; Thence North 88° 22' 32" West for a distance of 8.95 feet to a point; Thence leaving the center of said creek, North 00° 02' 55" West for a distance of 792.18 feet to a P/K nail set, in the centerline of an abandoned road known as old Dixon Circle; Thence continuing along the centerline of said road North 81° 52' 07" East for a distance of 65.22 feet to a P/K nail set; Thence continuing along the centerline of said road North 62° 46' 45" East for a distance 80.08 feet to a nail found; Thence continuing along the centerline of said road North 46° 23' 38" East for a distance 174.95 feet to a nail found; Thence continuing along the centerline of said road North 67° 34' 49" East for a distance 99.97 feet to a nail found; Thence leaving said centerline, North 04° 10' 03" East for a distance 17.06 feet to a nail found on southern line of Land Lot 88; Thence continuing along said Land Lot Line, South 88° 11' 22" East for a distance of 211.27 feet to a t-post found; Thence leaving said Land Lot Line, North 00° 10' 57" East for a distance of 569.64 feet to a 1/2" re-bar found; Thence North 00° 57' 37" East for a distance of 435.31 feet to a 1/2" re-bar set; Thence North 89° 09' 28" West for a distance of 300.00 feet to a 1/2" re-bar set; Thence North 01° 09' 12" East for a distance of 288.48 feet to a 1/2" re-bar set on the right-of-way of South Jeff Davis Drive; Thence continuing along the right-of-way of said road, South 58° 10' 35" East for a distance of 127.00 feet to a point; Thence continuing along a curve of said right-of-way 292.77 feet, curving to the left, said curve having a radius of 12,822.78 feet, and a chord bearing South 59° 13' 47" East for a distance of 292.76 feet to a point; Thence continuing along the right-of-way of said road, South 60° 27' 41" East for a distance of 51.79 feet to a 1/2" re-bar set and being the TRUE POINT OF BEGINNING.

11/20

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of Petition No. 1357-24, G. Richard Moore, Judith Moore, Elizabeth Anne Moore, Jeanette Isabelle Frei, and Patricia Louise Moore, Trustees of the Moore Living Trust, request to rezone 3.65 acres from R-40 to A-R for the purpose of reconfiguring parcels between family members; property located in Land Lot 254 of the 13th District and fronts on Kite Lake Road.

Background/History/Details:

The property is a legal lot of record in the R-40 zoning district. The family owns two (2) larger parcels (#1302 046; #1302 051) that are already zoned A-R. The larger parcels were originally planned to be a residential subdivision, so they do not have the appropriate road frontage. By rezoning this 3.65-acre parcel, they will be able to reconfigure the existing parcels to provide the necessary road frontage. There is also a guest house on one parcel that was modified and exceeds the maximum allowable square footage for the guest houses. The proposed reconfiguration will provide a separate parcel for this structure, thereby bringing it into compliance. No additional parcels will be created at this time.

As defined in the Fayette County Comp Plan, Low Density Res (1 Unit/1 Acre) is designated for the area, so the request for A-R zoning is appropriate as it is a less intensive use. Staff recommends **CONDITIONAL APPROVAL** of the request for a zoning of A-R, Agricultural-Residential District, subject to the following: The recombination plat for parcels 1302-051, 1302-046 and 1302-036 shall be submitted for staff review and approved and recorded within 90 days of approval of the rezoning.

On November 7, 2024, the Planning Commission voted 5-0 to recommend Conditional Approval of the request, with one (1) condition as recommended by Staff.

What action are you seeking from the Board of Commissioners?

Approval of Petition No. 1357-24, G. Richard Moore, Judith Moore, Elizabeth Anne Moore, Jeanette Isabelle Frei, and Patricia Louise Moore, Trustees of the Moore Living Trust, request to rezone 3.65 acres from R-40 to A-R for the purpose of reconfiguring parcels between family members; property located in Land Lot 254 of the 13th District and fronts on Kite Lake 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: 1357-24**REQUESTED ACTION:** Rezone 3.65 acres from R-40 to A-R**PARCEL NUMBER:** 1302 036**EXISTING ZONING:** R-40, Single-Family Residential**PROPOSED ZONING:** A-R, Agricultural-Residential**LOCATION:** Kite Lake Road**DISTRICT/LAND LOT(S):** 13th District, Land Lot(s) 254**AREA:** 3.65 Acres**OWNERS:** G. Richard Moore, Judith Moore, Elizabeth Anne Moore, Jeanette Isabelle Frei, and Patricia Louise Moore, Trustees of the Moore Living Trust**AGENT:** G. Richard Moore**PLANNING COMMISSION PUBLIC HEARING:** November 7, 2024, at 7:00 PM**BOARD OF COMMISSIONERS PUBLIC HEARING:** December 12, 2024, at 2:00 PM**APPLICANT'S INTENT**

Applicant proposes to rezone 3.65 acres from R-40 to A-R for the purpose of reconfiguring parcels between family members. The family owns 2 larger parcels (#1302 046; #1302 051) that are already zoned A-R. The larger parcels were originally planned to be a residential subdivision, so they do not have the appropriate road frontage. By rezoning this 3.65-acre parcel, they will be able to reconfigure the existing parcels to provide the necessary road frontage. There is also a guest house on one parcel that was modified and exceeds the maximum allowable SF for guest houses. The proposed reconfiguration will provide a separate parcel for this structure, thereby bringing it into compliance. No additional parcels will be created at this time.

PLANNING COMMISSION RECOMMENDATION

On November 7, 2024, the Planning Commission voted 5-0 to recommend **CONDITIONAL APPROVAL** of the request to rezone 3.65 acres from R-40 to A-R, subject to the condition recommended by staff.

STAFF RECOMMENDATION

As defined in the Fayette County Comprehensive Plan, Low Density Residential (1 Unit/1 Acre) is designated for this area, so the request for A-R zoning is appropriate because it is a less intensive use. As noted above, the proposed rezoning and parcel reconfiguration will resolve several nonconformances. Based on the Investigation and Staff Analysis, Staff recommends **CONDITIONAL**

APPROVAL of the request for a zoning of A-R, Agricultural-Residential District, subject to the following:

1. The recombination plat for parcels 1302-051, 1302-046 and 1302-036 shall be submitted for staff review and approved and recorded within 90 days of approval of the rezoning.

INVESTIGATION**A. GENERAL PROPERTY INFORMATION**

The parcel is currently zone R-40 and is a legal lot. It is not located in an Overlay Zone

B. REZONING HISTORY:

This parcel was rezoned from A-R to R-40 on December 8, 1977, Petition 341-77.

C. CURRENT DEVELOPMENT HISTORY:

The subject parcel is undeveloped and will be recombined with two other parcels to provide lots for single-family dwellings. No additional lots will be created at this time.

D. SURROUNDING ZONING AND USES

Near the subject property is land which is zoned A-R and R-40. See the following table and the attached Zoning Map.

Direction	Acreage	Zoning	Use	Comprehensive Plan
North (across Kite Lake Rd.)	100+	R-40	Single-Family Residential	Low Density Residential (1 Unit/1 Acre)
South	65	A-R	Agricultural-Residential	Rural Residential – 2 (1 Unit/2 Acres)
East	5	R-40	Single-family Residential	Low Density Residential (1 Unit/1 Acre)
West	11.80	A-R	Single Family Residential	Low Density Residential (1 Unit/1 Acre)

E. COMPREHENSIVE PLAN

The subject property lies within an area designated for Low Density Residential (1 Unit/1Acre).

F. DEPARTMENTAL COMMENTS

- Water System** – No objections.
- Public Works & Environmental Management**
 - **Access Management** – Kite Lake Road is a County Local, deeded, 60-foot right or way. There is no traffic data for Kite Lake Road.
 - **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 13113C0038E 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 NOT BE** subject to the Fayette County Watershed Protection Ordinance upon subdivision.
 - **Groundwater** -- The property **IS** 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 or commercial site plan.
-
- Environmental Health Department** – This office has no objections to the proposed rezoning.
 - Fire** – No objections to the requested rezoning.
 - GDOT** – Not applicable.
 - Fayette County School System** – Not applicable – no new lots.

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 Uses. This request does conform to the Fayette County Comprehensive Plan in terms of the use and proposed lot size.
2. The area around the subject property is an area that already has various residential and agricultural uses. It is staff's opinion that the zoning proposal would not adversely affect the existing or future uses of nearby properties.
3. It is staff's opinion that if conditions are approved, 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 agricultural and low density 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.

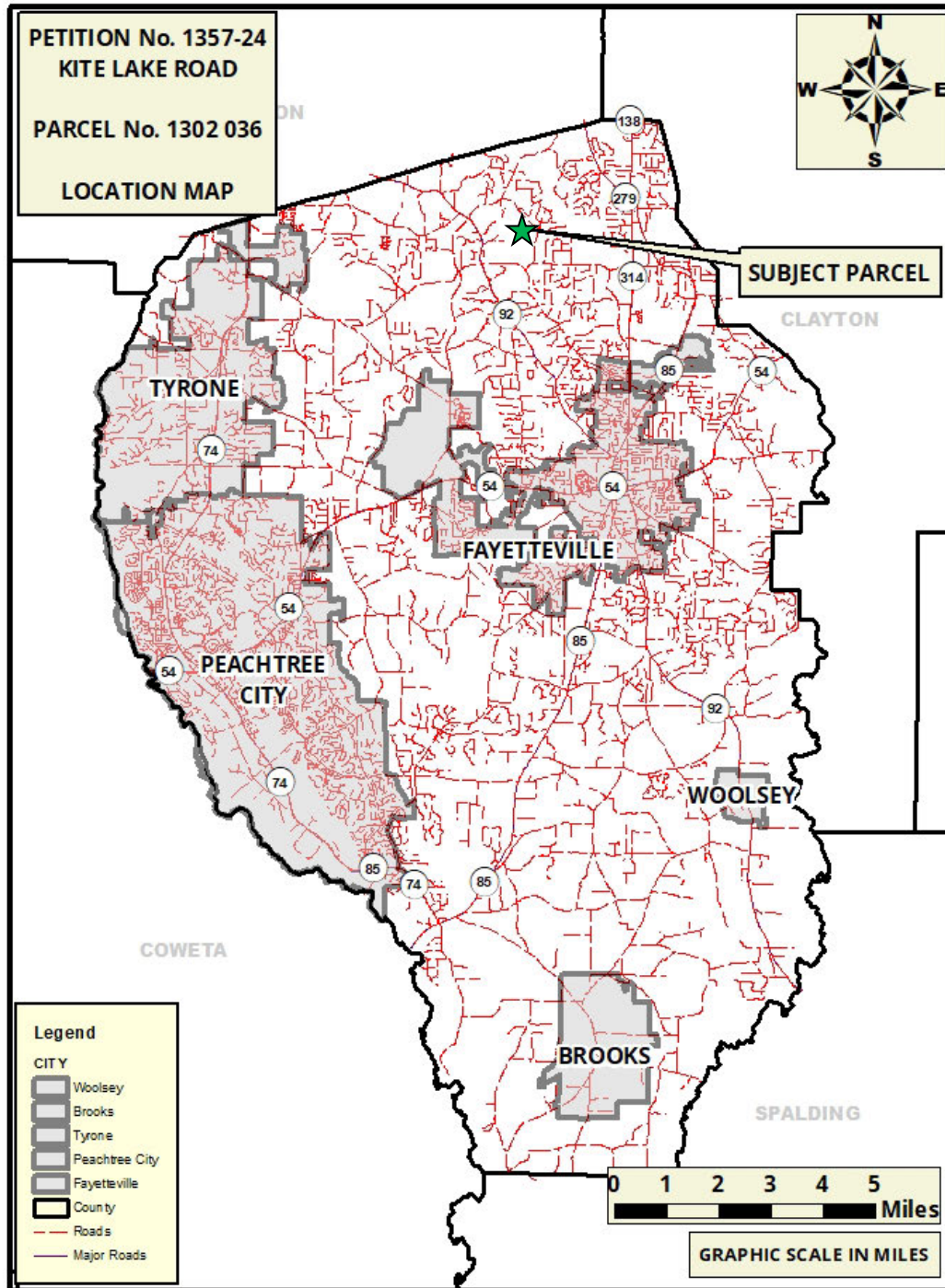
(d) *Dimensional requirements.* The minimum dimensional requirements in the A-R zoning district shall be as follows:

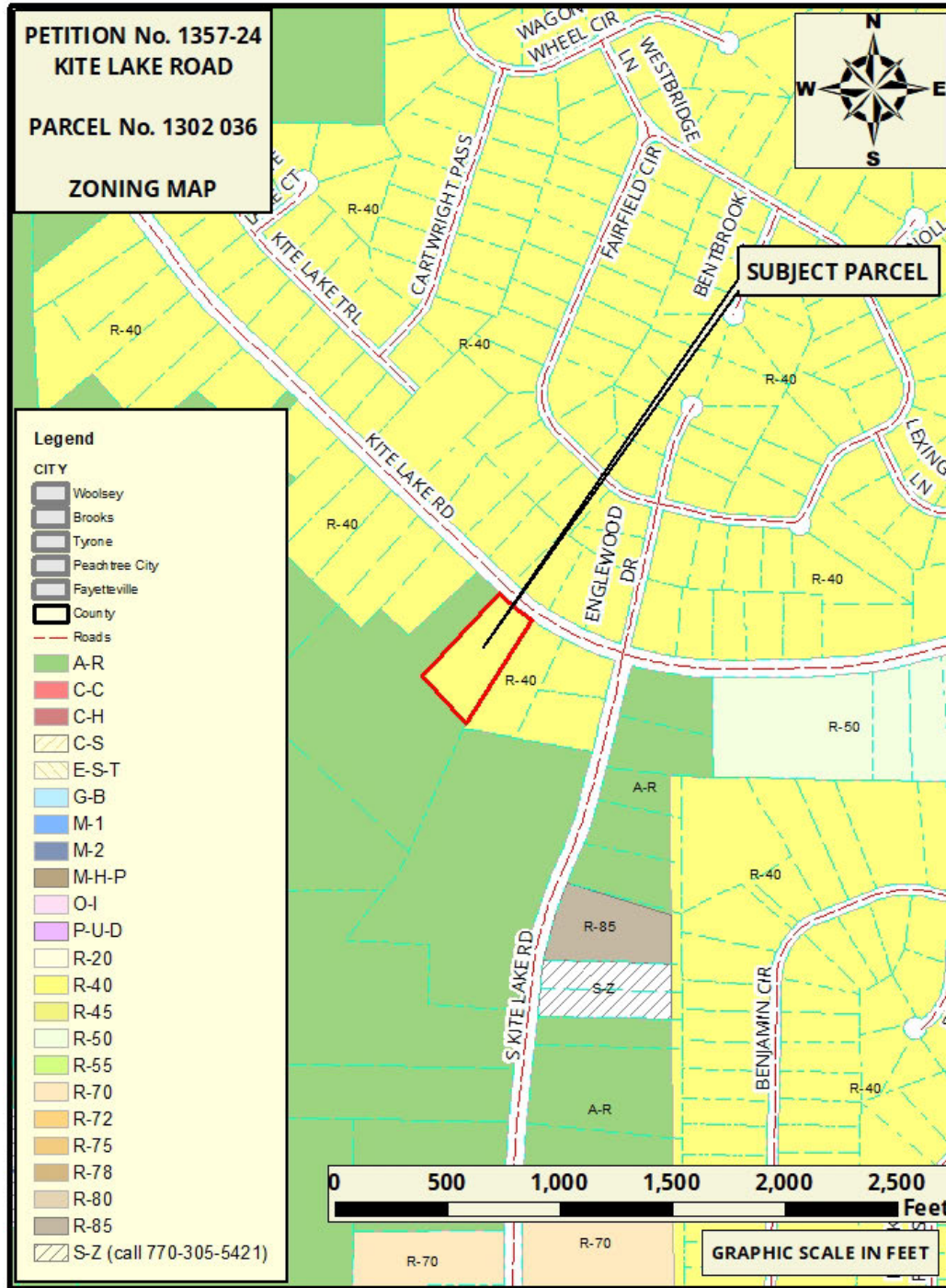
- (1) Lot area: 217,800 square feet (five acres).
- (2) Lot width: 250 feet.
- (3) Floor area: 1,200 square feet.
- (4) Front yard setback:
 - a. Major thoroughfare:
 1. Arterial: 100 feet.
 2. Collector: 100 feet.
 - b. Minor thoroughfare: 75 feet.
- (5) Rear yard setback: 75 feet.
- (6) Side yard setback: 50 feet.
- (7) Building height.
 - 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

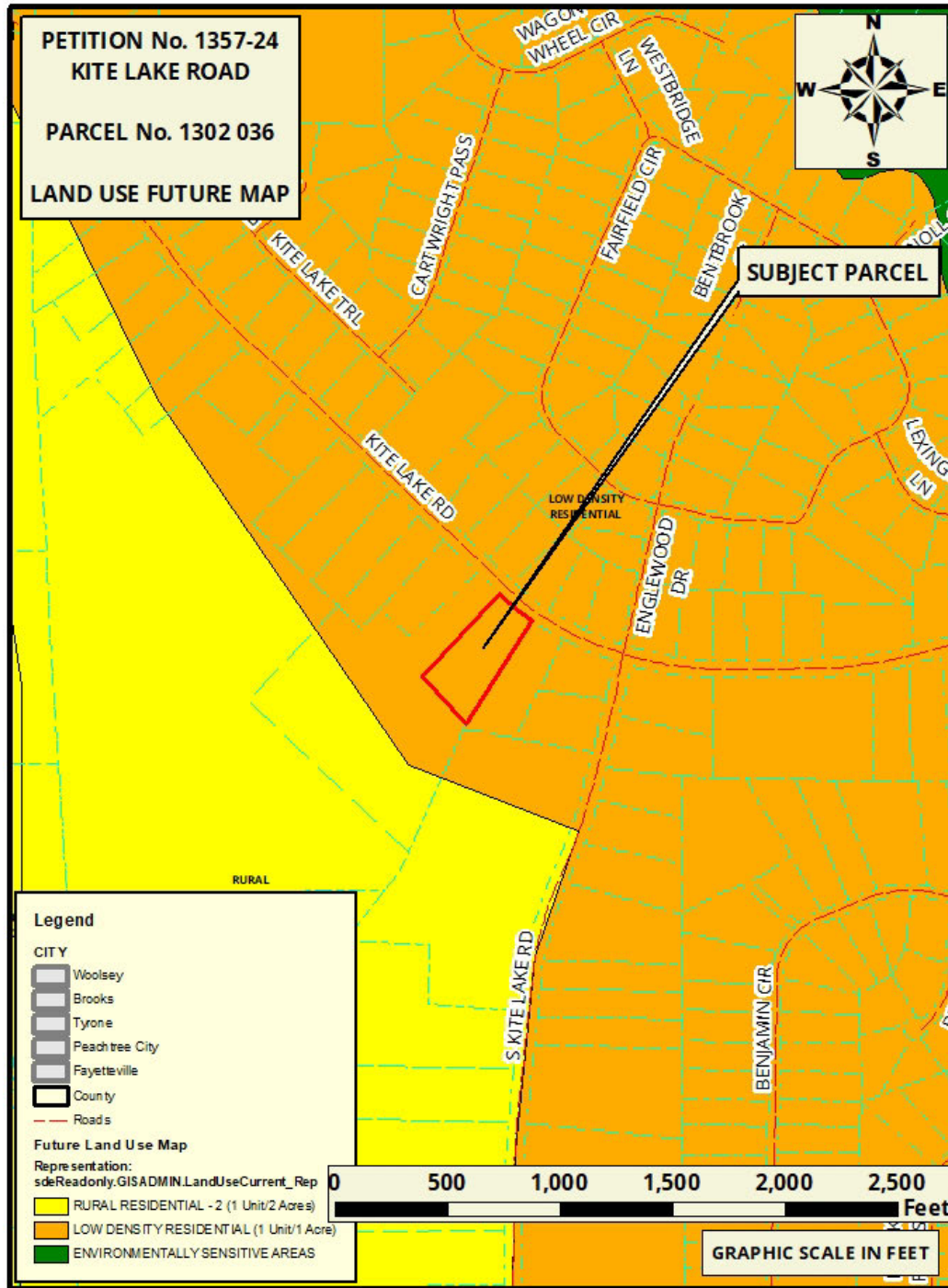
distance from property lines to any building shall be increased one foot for every two feet or part thereof of building height over 35 feet.

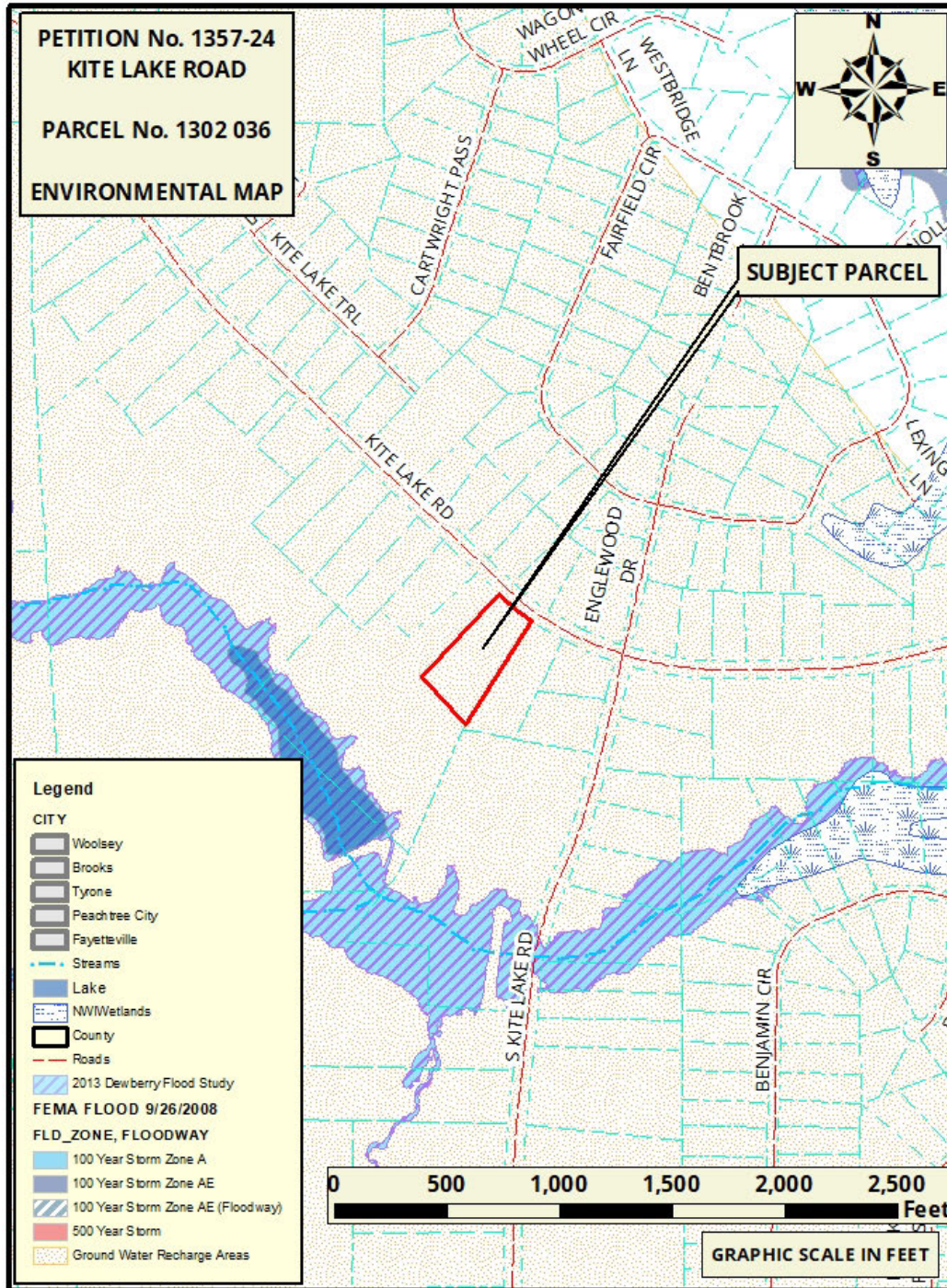
(e) *Special regulations.* Prior to the issuance of development and/or building permits, a site plan, as applicable, shall be submitted to the zoning administrator and approved by the appropriate county officials. This requirement shall apply to all permitted uses and conditional uses allowed in the 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.

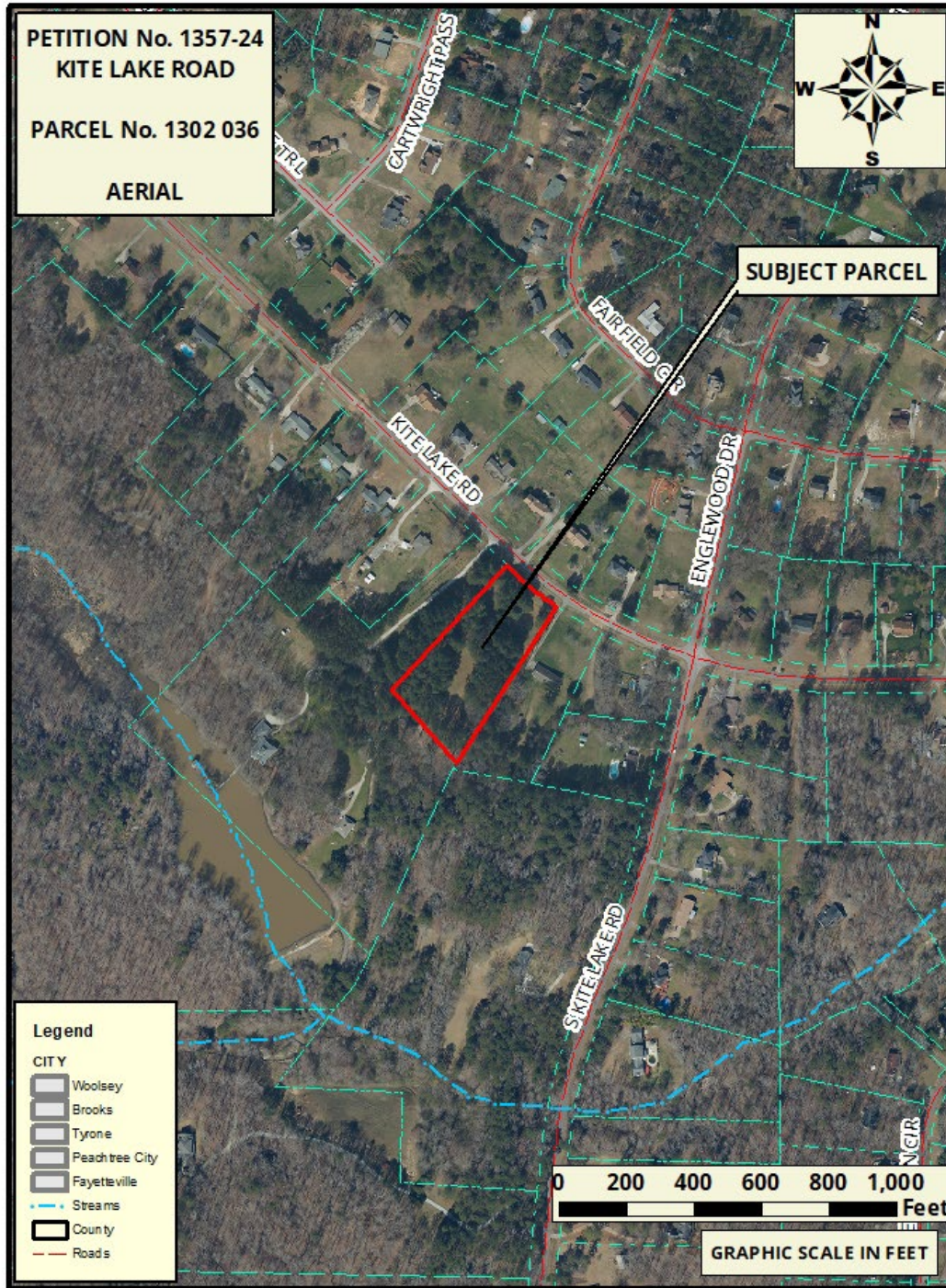
(Code 1992, § 20-6-1; Ord. of 7-28-2011; Ord. No. 2012-09, § 4, 5-24-2012; Ord. No. 2012-13, § 4, 12-13-2012; Ord. No. 2012-14, § 3, 12-13-2012; Ord. No. 2014-19, § 6,7, 12-11-2014; Ord. No. 2015-05, § 2, 3-26-2015; Ord. No. 2016-12, § 3, 7-28-2016; Ord. No. 2017-04, § 2, 3-23-2017; Ord. No. 2018-03, §§ 11, 12, 9-22-2018)

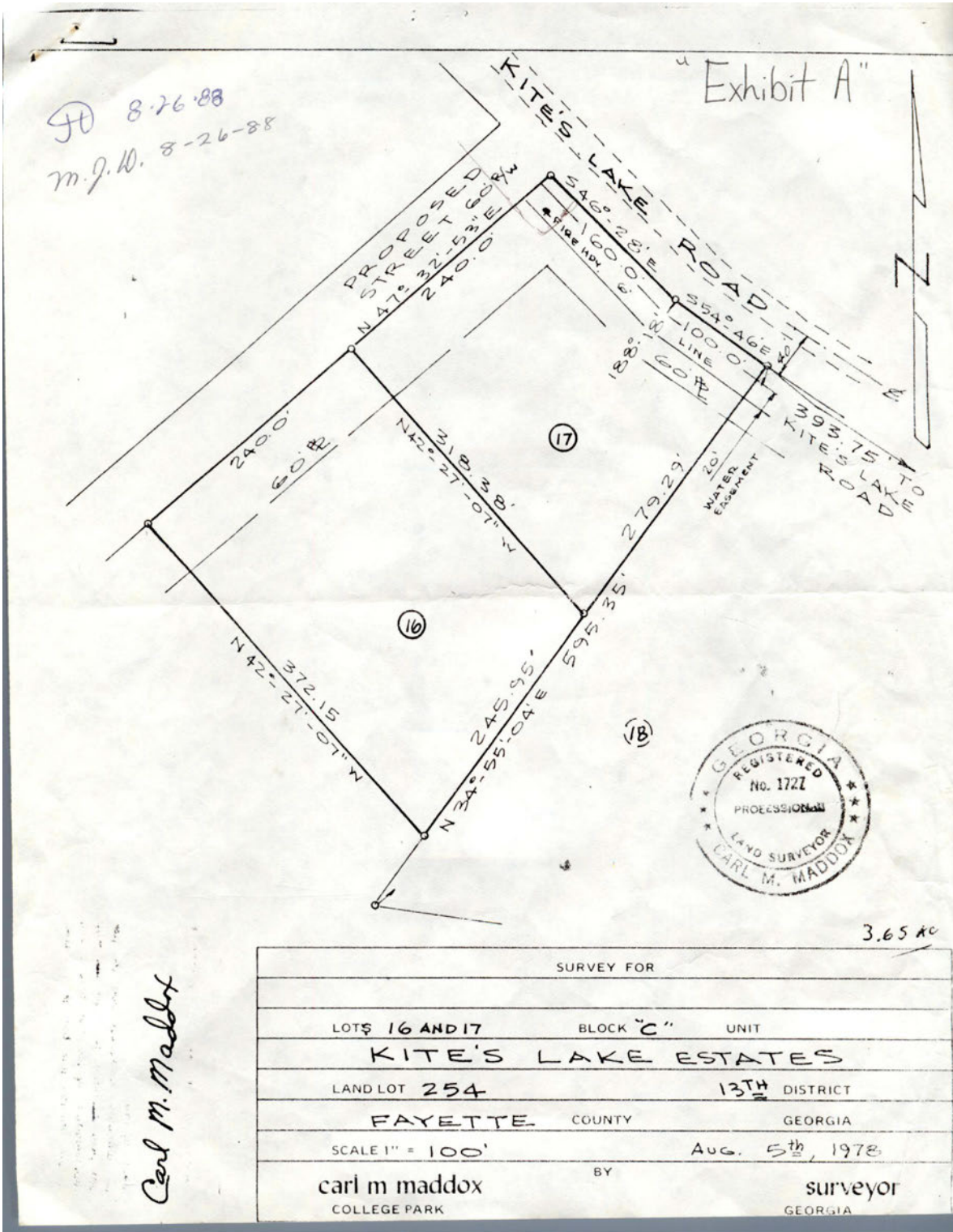












SURVEY

Meeting Minutes 11/07/2024

THE FAYETTE COUNTY PLANNING COMMISSION met on November 7th, 2024, at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

MEMBERS PRESENT: John H. Culbreth Sr., Chairman
John Kruzan, Vice-Chairman
Danny England
Jim Oliver
Boris Thomas

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

NEW BUSINESS

1. Call to Order.
2. Pledge of Allegiance.
3. Approval of Agenda. Ms. Deborah Bell requested to amend the agenda by adding item 6; Draft 2025 Planning Commission Meeting Calendar. ***Danny England made a motion to approve the agenda with the addition of item 6; Draft 2025 Planning Commission Meeting Calendar on the November 7th Agenda. Public Hearing items will now be items 7-11. John Kruzan seconded the motion. The motion carried 5-0.***
4. Consideration of the Minutes of the meeting held on October 3, 2024. ***Jim Oliver made a motion to approve the minutes of the meeting held on October 3, 2024. John Kruzan seconded the motion. The motion carried 4-0. Danny England abstained from voting as he was absent for the October 3, 2024, meeting.***
5. Plats
 - a. Minor Final Plat for The Estate of Dan Victor Stinchcomb (218 Ebenezer Road). Mr. Jim Oliver asked about the location of the plat. Ms. Bell responded was located on Ebenezer Road and it is creating three parcels out of one parcel. ***John Kruzan made the motion to approve the Minor Final Plat for The Estate of Dan Victor Stinchcomb (218 Ebenezer Road). Danny England seconded the motion. The motion passed 5-0.***

6. Discussion of Draft Meeting Calendar for the 2025 Planning Commission Meetings. The calendar to be adopted at the next meeting.

Ms. Bell explained the dates for the next calendar dates as she added they are getting applications at the end of December and the changes will be reflected on the next meeting for approval.

John Kruzan made a motion to approve Draft Meeting Calendar for the 2025 Planning Commission Meetings. Danny England seconded the motion. The motion carried 5-0.

PUBLIC HEARING

7. Consideration of Petition 1357-24, request to rezone 3.65 acres from R-40 to A-R for the purpose of reconfiguring parcels between family members. The property is located in Land Lot(s) 254 of the 13th District and fronts on Kite Lake Road.

Ms. Bell stated the larger parcels were originally planned to be a residential subdivision, so they do not have the appropriate road frontage. By rezoning this 3.65-acre parcel, they will be able to reconfigure the existing parcels to provide the necessary road frontage. There is also a guest house on one parcel that was modified and exceeds the maximum allowable Square Footage for guest houses. The proposed reconfiguration will provide a separate parcel for this structure, thereby bringing it into compliance. No additional parcels will be created at this time, it will be a reconfiguration. As defined in the Fayette County Comprehensive Plan, Low Density Residential (1 Unit/1 Acre) is designated for this area, so the request for A-R zoning is appropriate because it is a less intensive use. Staff recommends Conditional Approval of the request for a zoning of A-R, Agricultural-Residential District, subject to the following: 1. The recombination plat for parcels 1302-051, 1302-046 and 1302-036 shall be submitted for staff review and approved and recorded within 90 days of approval of the rezoning.

Mr. John Culbreth asked if the petitioner was present.?

Mr. George Richard Moore, he states is recommending approval of the petition.

Mr. Jim Oliver asked if he was doing for family members.? And how many lots are you adding.? Ms. Bell responded its three lots now and will be three lots at the end of the process.

Mr. Moore added that the original property was sold to him and had access to sixty-five plus acres but only two entrances had only sixty feet, now the needed road frontage is 100' for each of the structures. They bought 3.6 acres in 1987 more after the original purchase, and he thinks this will satisfy the property's needs to get approved.

Mr. Culbreth asked the audience if there was anyone in opposition to the petition.? No one responded and the chairman brought it back to the board. After any of the

board members had any more questions, they proceeded to make a motion.

Jim Oliver made the motion to recommend CONDITIONAL APPROVAL of Petition 1357-24 with the following condition:

- 1. The recombination plat for parcels 1302-051, 1302-046, and 1302-036 shall be submitted for staff review and approved and recorded within 90 days of approval of the rezoning.***

Danny England seconded the motion. The motion carried 5-0.

8. Consideration of Petition 1358-24-A, request to rezone 2.242 acres from A-R to M-1 for the purposes of developing a distribution warehouse. The property is located in Land Lot(s) 248 of the 5th District and fronts on State Route 85 N.

Ms. Bell explained the petition is for two parcels and will be done as one presentation, but the board will have to vote separately on items A and B.

She stated Petition 1358-24-A is requesting to be rezoned from A-R (Agricultural-Residential) and C-H (Highway Commercial) to M-1 (Light Industrial) for the purposes of developing a commerce-industry complex with small buildings and as defined in the Fayette County Comprehensive Plan's Future Land Use Plan, Commercial Use is designated for this area, so the request for M-1 zoning is not appropriate. Staff recommends denial, if the rezoning is approved staff recommends the following conditions:

1. All parcels that are the subject of this petition shall be combined by a recorded final plat within 90 days of the approval of the petition or prior to the submittal of a site development plan, whichever comes first.
2. Oak Hill Road is a County Local Road on the Fayette County Thoroughfare Plan. The developer shall dedicate land, as needed, to provide 30 feet of right-of-way as measured from the existing centerline of Oak Hill Road. The Right of way dedication shall be completed within 90 days of rezoning.
3. Article XII. - Watershed Protection Ordinance shall apply to the tracts presented in the rezoning case 1358-24 and these new buffers will be applied during development.

Ms. Bell discussed Parcel 0552 014 and its rezoning and development proposals, but none have been implemented. Petition 126-70 and Petition No. 572-86 were approved for rezoning but never developed. The conditions on the northeastern part of the property, including flood plain and Cartecay and Wehadkee soil complexes, make it undevelopable. The development is subject to the State Route 85 North Overlay Zone, which provides architectural, parking, and access controls, enhanced landscaping requirements, and increased building setbacks. In 2019, there was discussion about developing the area as a recreational complex, but that was not realized. These conditions are now addressed in the County's ordinances and development regulations.

Mr. John Culbreth asked if the petitioner was present and to state if you are the owner or representative.

Mr. Steven Jones with the law firm of Taylor English Duma, showed a PowerPoint presentation and explained to the board the property location and that there is a need for manufacturing uses and data center. He explained the type of buildings that will be on the property from large to small and that the county anticipates a large amount of nonresidential for this area, M-1 zoning is appropriate according to Mr. Jones, and is next to Clayton County which will be good for business. He asked the board for approval.

Mr. Culbreth asked the audience if there was anyone in favor of the petition.? With no response from the audience then he asked if there was anyone in opposition to the petition.?

Ms. Julianna Terpstra states she is in the neighborhood touching where they want to develop where there are only two ways out and for the last seven years, she has been there she would like not to have the extra traffic, strangers, and keep the silence for her family.

Mr. Culbreth asked for any more opposition audience that wants to express their concerns.? No one responded and he brought the petition back to the board.

Mr. Jones spoke on how to resolve the concerns of the opposition questions, where he stated they really would like to target a data center, he wasn't sure what type of user would be there right now, but those users are not heavy on traffic. The property to the south he is proposing a seventy five foot buffer on Oak Hill Road and the building itself to deal with noise and site screening. For the strangers they are not proposing any additional entrances onto Oak Hill Road, they will be two point access on Highway 85.

Mr. Culbreth asked Mr. Jones about the data center and what the specific plans will be, but do you have any clients/potential candidates for the use should the rezoning occur.?

Mr. Jones responded there has been interest but the way the manufacturing and technology infrastructure companies look for something you can put on the ground because the need is there.

Mr. Jim Oliver added a rough piece of property where the petitioner will probably be losing two thirds of it into the swamp. He then asked if they would need more commercial pieces here in the county where some of them have been sitting vacant for a long time and if not, this kind of use then what.? Another commercial strip center.? What exactly what type of light industrial you are talking about.? If it goes against the land use plan you will need to address that.

Mr. Jones asked to go back to his presentation on page four to show his plan where the land use plan contemplates industrial uses in this corridor of north 85 into your other point across the street a commercial was redeveloped into a self storage and that shows that the market is trending away from highway commercial uses to other uses. There is not

potential commercial uses for this property, where the co-plan said commercial area requires visibility which this property doesn't have and that's why is perfect for this type of use, also the majority of the acres lay behind which gives it a vision screen from 85. The zoning issues of this property and the present zoning of it show there is no other what. We don't want a heavy manufacturer we want a light manufacturer. He states the co-plan contemplates such uses where it says light industrial are appropriate. So, from an economic liability perspective which the constitution promises a property owner, we haven't seen that since Fayette County enacted the ordinance, that's why he thinks the co-plan and the lack of liability of the property supposedly zoned really dictate and indicate that it should be rezoned to light industrial.

Mr. Jim Oliver responded he didn't think it unconstitutional if you had not been denied a rezoning, you can't develop as it is in preceding years you are not being denied a development you are asking for a change in the zoning.

Mr. Jones replied this is correct, but the argument is that the market has not brought users to this property as presently zoned otherwise it would it been developed and used as presently zoned.

Mr. Oliver asked the petitioner on each of these petitions you have conditions, do you have any problems regarding these conditions.? The applicant responded no.

Mr. Chairman asked staff originally recommended denial of this petition.?

Mrs. Bell responded they recommended denial of the petition because it does not align with the land use plan but if the petition is approved, we provided three recommended conditions.

Mr. Boris Thomas asked Mr. Jones a couple of things that you said are conflicting, the board does not know what the in use will be but it if is not attracting consumers that leads us to believe that can only be used for a distribution center or a place where vehicles are coming in and out, shifts changes if it a small warehouse where will impact upon the traffic and shopping that is already crowded. If we open the zoning it will impact northern Fayette in a negative way, we are not stopping you from being developed we are not allowing a change in the zoning. If you don't have a consumer plan it can only be a warehouse/ distribution center and that will increase the traffic.

Mr. Jones replied this would be more appropriate for light manufacturing for a company that does not require that direct interstate access.

Mr. John Kruzan asked about the size of the buildings like the one specified on the application's intent 260,000 sf distribution center.

Mr. Jones responded if you look at our LOI we proposed a commerce center, from the market perspective distribution is not a viable option at this property.

Mr. Culbreth asked for a motion for petition 1358-24-A.?

Boris Thomas made the motion to recommend DENIAL of Petition 1358-24-A. John Kruzan seconded the motion. Jim Oliver and Danny England, the Opposed motion carried 3-2.

9. Consideration of Petition 1358-24-B, request to rezone 55.066 acres from C-H to M-1 for the purposes of developing a distribution warehouse. The property is located in Land Lot(s) 248 of the 5th District and fronts on State Route 85 N and Oak Hill Road.

Ms. Bell asked to have a separate public hearing for petition 1358-24-B.

Chairman Culbreth stated the petitioner was present and to come back in the representation of both items 1358-24-A and B.

Mr. Jones added it was acceptable for the chairman and the commissioners to reincorporate by reference the comments and the presentation I made.

Mr. Culbreth asked the audience if anyone opposed the petition.?

Mrs. Julianna Terpstra added she doesn't want the traffic.

Chairman Culbreth brought the petition back to the board and asked for a motion.

John Kruzan made the motion to recommend DENIAL of Petition 1358-24-B. Boris Thomas seconded the motion. Jim Oliver and Danny England opposed, the motion carried 3-2.

10. Consideration of Revised Development Plan RDP-020-24, The Woodlands, request approval of a Revised Development Plan for The Woodlands as depicted in the Preliminary Master Plan approved on November 9, 2006. The request is to remove an undeveloped phase, consisting of 28.450 acres, from the development. Property is located in Land Lot 88 & 73 of the 5th District and fronts Dixon Circle and S. Jeff Davis Drive.

Ms. Bell read the petition and added that the applicant is requesting a revision to the Development Plan for The Woodlands Subdivision to remove the undevelopment phase from the original development plan. **Per Sec. 104-595.(2)h.2.**, proposed revisions to a recorded major final plat shall, after prescribed public notice, be considered in public hearings before the planning commission and board of commissioners. The staff recommends approving the revised plan due to the area remaining undeveloped and having independent road access points. The Woodlands subdivision was developed in phases between 1988 and 2006, with Tract D, which contains 28.45 acres, being the last piece of the original plan. The parcel is located southeast of Fayetteville on Jeff David Drive. She showed the location of the lot on the maps.

Mr. John Culbreth asked if the petitioner was present.?

Ms. Christine Flanigan introduced herself as a representative of Jerry Gable who is the owner of the property and stated this is a revised development plan on Mr. Gable's property it was never owned or part of the woodlands because he never sold that parcel to them, his intention is to sell the parcel.

Mr. Culbreth asked if there was anyone in support of the petition.? With no response from the audience, then he asked if anyone was in opposition to please come forward.

Mr. Charles Bennett stated he resided at the adjacent parcel to the subject property and had been there for thirty three years which we purchased from the father of Jerry Gable, the property is not usable, and the only road access from South Jeff Davis and Dixon Circle ends at our driveway. He stated he was fine if they wanted to subdivide the parcel and asked the county would be a good idea to buy it for refugee animals.

The chairman asked if anyone else was in opposition.?

Mr. Mike Jorgensen resides on the woodlands, he is a lake property owner. I was told the house on South Jeff Davis was not included in the sale of those twenty acres, if that's true there is no access to that property on South Jeff Davis, there is a trail that you can walk to but can not drive to. How do we get to know what is going to be built on it.? The other issue he asked is whether the lake has to be maintained by the new owner, the size of the homes, and access to S. Jeff Davis. The last time the project was approved the county commissioners had major concerns about only one entrance in/out of the woodlands.

The chairman thanked Mr. Mike for his comment and asked if anyone else was in opposition.

Mr. Barry Hitechen, has lived in Dixon Circle for thirty three years and states their concerns about what's going to happen to this property, how many houses are going in, what will be the access points, and adding more traffic to our street. Dixon is a very narrow street, a dead end, there are no sidewalks, and we have to deal with a lot of delivery trucks. He thinks is best to rezone to A-R which will limit the number of houses and traffic in our street.

Ms. Christine Flanigan stated she is aware of their concerns, and they had no offers on the table at the moment, the rezoning will come up later, the owner just wants to be able to sell it the lots.

Mr. Culbreth asked Ms. Flanigan is there was no road access to the property.?

Ms. Flanigan there is a car width access to the Dixon roadside and Mr. Bennett is thinking of selling his property maybe whoever buys the property will buy that too.

Chairman Culbreth added to the statements that came up twice about what going

on about the property, which we cannot control. And asked for a motion for the petition.

Jim Oliver made the motion to recommend APPROVAL of Petition RDP-020-24. John Krizan seconded the motion. The motion carried 5-0.

11. Consideration of Amendments to Chapter 110. Zoning Ordinance, regarding article VII.- Zoning Board of Appeals. – Sec. 110-242. – Powers and Duties.

Ms. Bell explained Staff is presenting a recommendation to amend Sec. 110-242. Powers and Duties. This amendment addresses the powers and duties of the Zoning Board of Appeals. It provides criteria for variances for unimproved nonconforming lots and clarification regarding variances allowed for improved illegal lots. Staff recommends approval of the amendments as presented. We had a number of nonconforming and illegal lots come up recently and various cases specially the zoning board of appeals and before this board and the attorneys had work with us to give us some guidance on when variances will be allowed and there are some very specific criteria. Previously no lot is illegible for a variance as it stands now for reduction in lot size, lot width or road frontage unless is for an improved illegal lot. What this amendment does is it provides at an unimproved nonconforming lot will have some criteria where it would be eligible for a variance and an improved illegal lot also have some criteria where it would be eligible for consideration by the zoning board of appeals. We had several lots where we trying to consider their less than the minimum district is or its zoned A-R but its been in that consideration since 1965, the problem is that it doesn't meet the 250' lot width building line and this will allowed to be approve for a variance to the lot width at building line for that lot up to a certain point but it would it take it down to zero. For example a lot that a lot width of 200 feet wide and it have 3 acres wouldn't meet A-R zoning requirement because its not 250' is 200' but they can get a variance to make it a buildable lot. There is similar criteria for road frontage we have some lots maybe 30-40 feet of road frontage so the same standards that applies to existing nonconforming lots or land lot properties are require if it a legal nonconforming lot to have a 20 foot recorder access easement. This will allow for a variance for those older existing lots as long as they have at least 20 feet of road frontage so it's the same standard we are applying their to this nonconforming lots.

Mr. Oliver asked does this help to address when sometimes people have a piece of property that have an older house that its going to be nonconforming and we were trying to let them live on the old house while they were building the new house.?

Ms. Allison Cox responded this will not impact that at all, the ZBA grant variances of several different sources. If you look at the section that you are considering it their powers as it is currently drafted the ZBA has no power to even consider a variance to lot width, road frontage or size. So, what we are trying to do is in these nonconforming lots that exist in the county for whatever reason to another in other for them to be buildable at all most of them needs to be consider for a variance in their size, if they are an A-R and they are 3.5 they are not buildable as currently is drafted. What you are amending is their authority.

Mr. Danny England added three years ago they were trying to address this issue.

Mr. Culbreth replied this would allow the ZBA to vote on it.

Ms. Cox responded once the ZBA looked at these and if they are granted then if other variances are necessary the property owner will come back at a later time and ask for those sizes yard variances or wood variances as far as the back, but these have to be address first because you can do anything if your lot is not big enough. This will put in place the minimums and the maximums, if you look at letter C which is what we are amending you will never be allowed to go lest than an acre and if you need a well is acre and a half so now the ZBA have some guidepost to look at when they are trying to grant the variances the impact the way the county looks.

Mr. Oliver and Danny England asked if he really thought that we have a power of theirs.

Ms. Cox the ZBA will hear these and then they will go on a later date for variance.

Mr. Culbreth asked if anyone was in favor of the petition.? No one responded, then he asked for anyone in opposition, but no one responded. The chairman asked for a motion for the petition.

Danny England made the motion to recommend APPROVAL of Consideration of Amendments to Chapter 110. Zoning Ordinance, regarding article VII.- Zoning Board of Appeals. – Sec. 110-242. – Powers and Duties. Jim Oliver seconded the motion. The motion carried 4-0-1. Boris Thomas abstained from voting.

ADJOURNMENT:

John Kruzan moved to adjourn the meeting. Danny England seconded. The motion passed 5-0.

The meeting adjourned at 8:20 p.m.

ATTEST:

**PLANNING COMMISSION
OF
FAYETTE COUNTY**

**_____
JOHN H. CULBRETH, SR., CHAIRMAN**

DEBORAH BELL
DIRECTOR, PLANNING & ZONING

DRAFT

PETITION No (s): 357-2A
STAFF USE ONLY

APPLICANT INFORMATION

Name G. Richard Moore
Address 273 Kite Lake Road
City Fayetteville
State GA Zip 30214
Email [REDACTED]
Phone 770-969-5237

PROPERTY OWNER INFORMATION

G. Richard Moore, Judith Moore, Elizabeth Anne
Name Moore, Jeannette Isabelle Frei, and Patricia Louise
Moore, Trustees of the Moore Living Trust
Address 273 Kite Lake Road
City Fayetteville
State GA Zip 30214
Email [REDACTED]
Phone 770-969-5237

AGENT(S) (if applicable)

Name G. Richard Moore
Address 273 Kite Lake Road
City Fayetteville
State GA Zip 30214
Email [REDACTED]
Phone 770-969-5237

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: _____ Date: _____

DATE OF PLANNING COMMISSION HEARING: _____

DATE OF COUNTY COMMISSIONERS HEARING: _____

Received from G. Richard Moore a check in the amount of \$ 250.00 for application filing fee, and \$ 20.00 for deposit on frame for public hearing sign(s).

Date Paid: _____ Receipt Number: _____

PETITION No.: 1357-24 Fees Due: _____ Sign Deposit Due: _____

STAFF USE ONLY

PROPERTY INFORMATION (please provide information for each parcel)

Parcel # (Tax ID): 1302 036 Acreage: 3.65

Land District(s): 13 Land Lot(s): 254

Road Name/Frontage L.F.: Kite Lake Road/ Road Classification: Collector

Existing Use: vacant Proposed Use: residential

Structure(s): _____ Type: _____ Size in SF: _____

Existing Zoning: R40 Proposed Zoning: A/R

Existing Land Use: Low Density Residential Proposed Land Use: Low Density Residential

Water Availability: Yes Distance to Water Line: 10 feet Distance to Hydrant: 500 feet

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:
G. Richard Moore, Judith Moore, Elizabeth Anne Moore, Jeannette Isabelle Frei, and Patricia Louise Moore,
Trustees of the Moore Living Trust
(Please Print)

Property Tax Identification Number(s) of Subject Property: 1302036

(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) 254 of the 13 District, and (if applicable to more than one land district) Land Lot(s) _____ of the _____ District, and said property consists of a total of 3.65 acres (legal description corresponding to most recent recorded plat for the subject property is attached herewith).

(I) (We) hereby delegate authority to G. Richard Moore 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) G. Richard Moore
Signature of Property Owner 1
273 Kite Lake Rd.
Address

J. King
Signature of Notary Public
24 July 2024
Date

JENNIFER KING
NOTARY PUBLIC
Coweta County
State of Georgia
My Comm. Expires March 24, 2026

[Signature]
Signature of Property Owner 2
150 Benington Pass, Tyrone GA
Address

J. King
Signature of Notary Public
24 July 2024
Date

JENNIFER KING
NOTARY PUBLIC
Coweta County
State of Georgia
My Comm. Expires March 24, 2026

[Signature]
Signature of Property Owner 3
273 Kite Lake Rd
Address

J. King
Signature of Notary Public
24 July 2024
Date

JENNIFER KING
NOTARY PUBLIC
Coweta County
State of Georgia
My Comm. Expires March 24, 2026

[Signature]
Signature of Authorized Agent
273 Kite Lake Rd
Address

J. King
Signature of Notary Public
24 July 2024
Date

JENNIFER KING
NOTARY PUBLIC
Coweta County
State of Georgia
My Comm. Expires March 24, 2026

Judith Moore, 273 Kite Lake Rd
Property Owner 4

J. King
24 July 2024

JENNIFER KING
NOTARY PUBLIC
Coweta County
State of Georgia
My Comm. Expires March 24, 2026

Property owner 5

PETITION No.: _____

OWNER'S AFFIDAVIT

(Please complete an affidavit for each parcel being rezoned)

NAME: G. Richard Moore

ADDRESS: 273 Kite Lake Road Fayetteville GA 30214

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

G. Richard Moore affirms that he is the owner or the specifically authorized agent of the property described below. Said property is located in a(n) R4 Zoning District. He/She respectfully petitions the County to rezone the property from its present classification and tenders herewith the sum of \$ 250 to cover all expenses of public hearing. He/She petitions the above named to change its classification to A/R.

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 Oct 3, 20 24 at 7:00 P.M.

PUBLIC HEARING to be held by the Board of Commissioners of Fayette County on the day of Oct 24, 20 24 at 7:00 P.M.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 24 DAY OF July, 20 24

G Richard Moore [Signature]

SIGNATURE OF PROPERTY OWNER

[Signature] [Signature]

SIGNATURE OF PROPERTY OWNER

[Signature]

NOTARY PUBLIC

JENNIFER KING
NOTARY PUBLIC
Coweta County
State of Georgia
My Comm. Expires March 24, 2026

AGREEMENT TO DEDICATE PROPERTY FOR FUTURE RIGHT-OF-WAY

G. Richard Moore, Judith Moore, Elizabeth Anne Moore, Jeannette Isabelle Frei, and Patricia Louise Moore, Trustees of the Moore Living Trust, 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 Kite Lake 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 24 day of July, 2024.

G Richard Moore
SIGNATURE OF PROPERTY OWNER

Judith Moore
SIGNATURE OF PROPERTY OWNER

[Signature]
[Signature]

[Signature]

NOTARY PUBLIC

[Signature]

JENNIFER KING
NOTARY PUBLIC
Coweta County
State of Georgia
My Comm. Expires March 24, 2026

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/.

- 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 24 day of July, 2024.

Richard Moore

APPLICANT'S SIGNATURE

JKing

JENNIFER KING
 NOTARY PUBLIC
 Coweta County
 State of Georgia
 My Comm. Expires March 24, 2026

DISCLOSURE STATEMENT**(Please check one)****Campaign contributions:** XX **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.

Legal Description of lots 16 & 17

All that tract or parcel of land lying and being in Land Lot 254 of the 13th Land District of Fayette County, Georgia, and being shown as Lots 16 and 17 of Block "C" of Kite's Lake Subdivision, dated August 5, 1978, prepared by Carl M. Maddox, Registered Land Surveyor and being more particularly described as follows:

BEGINNING at a point on the Southwestern right of way of Kite's Lake Road 393.75 feet as measured Northwesterly along the Southwestern right of way of Kite's Lake Road from a point located at the intersection of Kite's Lake Road and Kite's Lake Road; running thence South $34^{\circ} 55' 04''$ West 525 .24 feet to a point; running thence North $42^{\circ} 27' 07''$ West 372 .15 feet to a point located on the Southeastern right of way of a proposed street; running thence North $47^{\circ} 32' 53''$ East along the Southeastern right of way of aforesaid proposed street, 480 feet to a point located on the Southwestern right of way of Kite's Lake Road; running thence South $46^{\circ} 28'$ East along the Southwestern right of way of Kite's Lake Road 160 feet to a point; running thence South $54^{\circ} 46'$ East along the Southeastern right of way of Kite's Lake Road 100 feet to the POINT OF BEGINNING.

After recording, return to:
Ordway & deAndrade, LLC
Mark deAndrade, Esq.
Two Ravinia Drive, Suite 1340
Atlanta, Georgia 30346



Doc ID: 007808760002 Type: GLR
Filed: 05/19/2008 at 03:00:00 PM
Fee Amt: \$12.00 Page 1 of 2
Transfer Tax: \$0.00
Fayette, Ga, Clerk Superior Court
Sheila Studdard Clerk of Court

BK **3400** PG **341-342**

STATE OF GEORGIA
COUNTY OF FAYETTE

WARRANTY DEED

THIS INDENTURE is made as of the 11th day of April, 2008, between JUDITH W. MOORE (hereinafter referred to as "Grantor"), and G. Richard Moore, Judith Moore, Elizabeth Anne Moore, Jeannette Isabelle Frei, and Patricia Louise Moore, Trustees of the Moore Living Trust dated February 21, 2008 and any amendments thereto (hereinafter referred to as "Grantee") ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH

GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and love and affection, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee all that tract or parcel of land lying and being in Fayette County, Georgia (herein referred to as the "Land") as more particularly on Exhibit A attached hereto and incorporated herein.

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

TO HAVE AND TO HOLD the 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 Grantee forever in FEE SIMPLE.

AND GRANTOR WILL WARRANT and forever defend the right and title to the Land unto Grantee against the claims of all persons whomsoever.

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

EXECUTED under seal as of the date above.

Signed, sealed and delivered in
the presence of

Mark deAndrade
Unofficial Witness

Mark deAndrade
Notary Public
Commission Expiration Date
(NOTARY SEAL)



GRANTOR:

Judith W. Moore (SEAL)
JUDITH W. MOORE

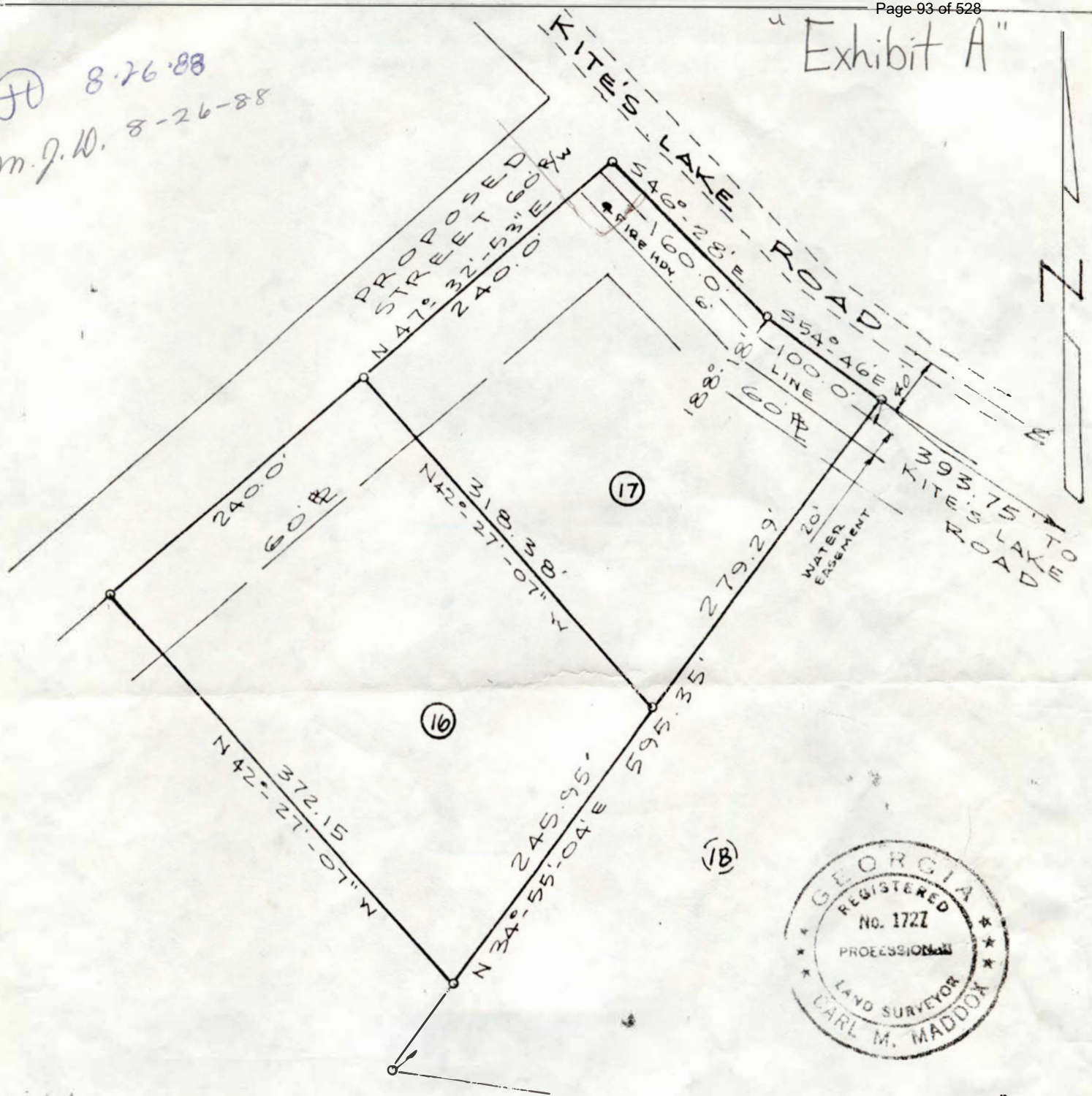
EXHIBIT A

All that tract or parcel of land lying and being in Land Lot 254 of the 13th Land District of Fayette County, Georgia, and being shown as Lots 16 and 17 of Block "C" of Kite's Lake Subdivision, dated August 5, 1978, prepared by Carl M. Maddox, Registered Land Surveyor and being more particularly described as follows:

BEGINNING at a point on the Southwestern right of way of Kite's Lake Road 393.75 feet as measured Northwesterly along the Southwestern right of way of Kite's Lake Road from a point located at the intersection of Kite's Lake Road and Kite's Lake Road; running thence South $34^{\circ}55'04''$ West 525.24 feet to a point; ~~running thence North $42^{\circ}27'07''$ West 372.15 feet to a point~~ located on the Southeastern right of way of a proposed street; running thence North $47^{\circ}32'53''$ East along the Southeastern right of way of aforesaid proposed street, 480 feet to a point located on the Southwestern right of way of Kite's Lake Road; running thence South $46^{\circ}28'$ East along the Southwestern right of way of Kite's Lake Road 160 feet to a point; running thence South $54^{\circ}46'$ East along the Southeastern right of way of Kite's Lake Road 100 feet to the POINT OF BEGINNING.

JD 8-26-88
 M.J.W. 8-26-88

"Exhibit A"



Carl M. Maddox

SURVEY FOR		
LOTS 16 AND 17	BLOCK "C"	UNIT
KITE'S LAKE ESTATES		
LAND LOT 254		13 TH DISTRICT
FAYETTE	COUNTY	GEORGIA
SCALE 1" = 100'		AUG. 5 TH , 1978
carl m maddox	BY	surveyor
COLLEGE PARK		GEORGIA

To: Fayette Daily News

From: Fayette County Planning and Zoning

Date: November 14, 2024

Subject: Legal Ad to Run

Petition No: 1357-24

Legal Ad to Run: November 20, 2024

Billing Address: Fayette County Planning & Zoning Department
140 Stonewall Avenue West
Suite 202
Fayetteville, GA 30214

Petition No: 1357-24

Ad to Run: November 20, 2024

**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, December 12, 2024, at 2:00 P.M.**, in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Public Meeting Room, First Floor, Fayetteville, Georgia.

Petition No.:	1357-24
Owner/Agent:	Moore Living Trust G. Richard Moore, Agent
Existing Zoning District:	R-40
Proposed Zoning District:	A-R
Parcel Number:	1302 036
Area of Property:	3.65 acres
Proposed Use:	Residential
Land Lot(s)/District:	Land Lot 254 of the 13 th District
Fronts on:	Kite Lake Road

PROPERTY DESCRIPTION

Legal Description of Lots 16 & 17

All that tract or parcel of land lying and being in Land Lot 254 of the 13th Land District of Fayette County, Georgia, and being shown as Lots 16 and 17 of Block "C" of Kite's Lake Subdivision, dated August 5, 1978, prepared by Carl M. Maddox, Registered Land Surveyor and being more particularly described as follows:

BEGINNING at a point on the Southwestern right of way of Kite's Lake Road 393.75 feet as measured Northwesterly along the Southwestern right of way of Kite's Lake Road from a point located at the intersection of Kite's Lake Road and Kite's Lake Road; running thence South 34° 55' 04" West 525 .24 feet to a point; running thence North 42° 27' 07" West 372 .15 feet to a point located on the Southeastern right of way of a proposed street; running thence North 47° 32' 53" East along the Southeastern right of way of aforesaid proposed street, 480 feet to a point located on the Southwestern right of way of Kite's Lake Road; running thence South 46° 28' East along the Southwestern right of way of Kite's Lake Road 160 feet to a point; running thence South 54° 46' East along the Southeastern right of way of Kite's Lake Road 100 feet to the POINT OF BEGINNING.

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of Petition No. 1358-24-A, Brent Holdings, LLC, Applicant, and Daniel Field and Steven Jones, Agents, request to rezone 2.242 acres from A-R to M-1, for the purpose of developing a commerce and industry complex; property located in Land Lot 248 of the 5th District and fronts on State Route 85 North.

Background/History/Details:

The property is a legal, nonconforming lot in the A-R zoning district. If the parcel is rezoned, it will meet all the dimensional requirements of M-1 (Light Industrial) zoning. This request is a joint rezoning application w/adjacent 55.066-acre tract, under Petition No. 1358-24-B.

As defined in the Fayette County Comprehensive Plan, Commercial is designated for this area, so the request for M-1 zoning is not appropriate. Staff recommends DENIAL of the request. However, if the request is approved, staff recommends the following CONDITIONS: 1. All parcels that are the subject of this petition shall be combined by a recorded final plat within 90 days of the approval of the petition or prior to the submittal of a site development plan, whichever comes first. 2. Oak Hill Road is a County Local Road on the Fayette County Thoroughfare Plan. The developer shall dedicate land, as needed, to provide 30 feet of right-of-way as measured from the existing centerline of Oak Hill Road. The Right of way dedication shall be completed within 90 days of rezoning. 3. Article XII. - Watershed Protection Ordinance shall apply to the tracts presented in the rezoning case 1358-24 and these new buffers will be applied during development.

On November 7, 2024, the Planning Commission voted 3-2 to recommend DENIAL of the request, with Commissioners Culbreth, Kruzan and Thomas voting in support of a motion to deny, and Commissioners England and Oliver voting in opposition to the motion to deny.

What action are you seeking from the Board of Commissioners?

Consideration of Petition No. 1358-24-A, Brent Holdings, LLC, Applicant, and Daniel Field and Steven Jones, Agents, request to rezone 2.242 acres from A-R to M-1, for the purpose of developing a commerce and industry complex; property located in Land Lot 248 of the 5th District and fronts on State Route 85 North. If approved, staff recommends three (3) 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: 1358-24-A

REQUESTED ACTION: Rezone from A-R (Agriculture-Residential) to M-1 (Light Industrial)

PARCEL NUMBER: 0552 030 (Labeled as Tract I in attached survey) – 2.242 acres

PROPOSED USE: Commerce-Industry Complex and Distribution Warehouse

EXISTING USE: Vacant land

LOCATION: Hwy 85 N

DISTRICT/LAND LOT(S): 5th District, Land Lot 248

ACREAGE: 2.242 acres

OWNER(S): Brent-Fayette, LLC/LDO Fayette, LLC

APPLICANT(S): Brent Holdings, LLC

AGENT(S): Daniel Fields; Steven L. Jones, Attorney

PLANNING COMMISSION PUBLIC HEARING: November 7, 2024, 7:00 PM

BOARD OF COMMISSIONERS PUBLIC HEARING: December 12, 2024, 2:00 PM

APPLICANT'S INTENT

Applicant proposes to rezone 2.242 acres from A-R (Agricultural-Residential) and to M-1 (Light Industrial) for the purposes of developing a commerce-industry complex with small buildings ranging in size from approx. 12,000 SF to 20,000 SF and a distribution warehouse of approximately 260,000 SF to the rear of the property. This is a co-applicant of Petition 1358-24-B; the 2 parcels that are a subject of the request would result in a total project of approximately 57 acres.

Petition 1358-24-A is a request to rezone 2.242 acres from A-R to M-1.

PLANNING COMMISSION RECOMMENDATION

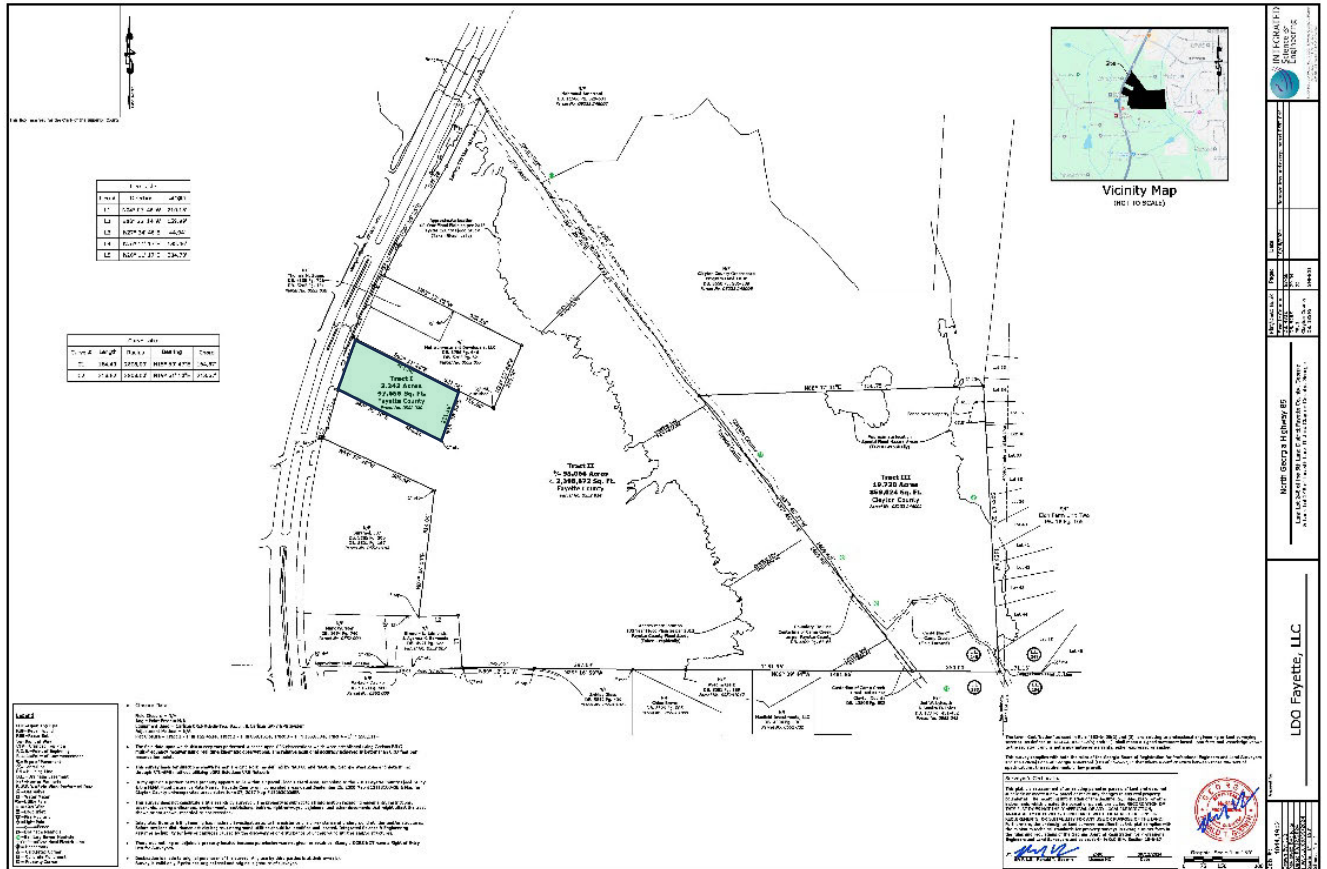
On November 7, 2024, the Planning Commission voted 3-2 to recommend **DENIAL** of the request, with Commissioners Culbreth, Kruzan and Thomas voting in support of a motion to deny, and Commissioners England and Oliver voting in opposition of the motion to deny.

STAFF RECOMMENDATION

As defined in the Fayette County Comprehensive Plan's Future Land Use Plan, Commercial Use is designated for this area, so the request for M-1 zoning is not appropriate. Based on the Investigation and Staff Analysis, Planning & Zoning Staff recommends **DENIAL** of the request for a zoning of M-1, Light Industrial District.

If the rezoning is approved, staff recommends the following **CONDITION:**

1. All parcels that are the subject of this petition shall be combined by a recorded final plat within 90 days of the approval of the petition or prior to the submittal of a site development plan, whichever comes first.



INVESTIGATION

A. GENERAL PROPERTY INFORMATION

Petition No. 1358-A-24 - Parcel 0552 030 is a legal nonconforming lot; it does not contain the required minimum acreage for the A-R zoning district (5.0 acres). However, the minimum acreage required for M-1 is 1.0 acres, where public water is available, so it will meet this criterion if rezoned to M-1.

The property is currently undeveloped.

GDOT will review and approve access engineering & construction plans within their jurisdiction when site development plans are submitted.

B. ZONING & DEVELOPMENT HISTORY:

Parcel 0552 030 has not been rezoned.

This property is located in the General State Route Overlay Zone. All developments are required to meet the Overlay criteria. One requirement under this Overlay is that all access points for a development shall be on the State Route. The Overlay Zone also provides architectural, parking, enhanced landscaping requirements and increased building setbacks.

C. SURROUNDING ZONING AND USES

The subject property is bounded by the following adjacent zoning districts and uses:

Direction	Acreage	Zoning	Use	Comprehensive Plan/Future Land Use Map
North	4.2	C-H	Automotive repair; Paint & Body Shop; U-Haul Rental	Commercial
Northwest (across Hwy 85)	23; 1.0	C-H; A-R	Commercial; Residential, vacant	Commercial
West	2.8	C-H	Used Car Sales	Commercial
South	1.0; 12.0	A-R; C-H	Vacant; Auto Sales; Auto Repair	Commercial

D. COMPREHENSIVE PLAN

Future Land Use Plan: The subject property lies within an area designated for Commercial uses on the Future Land Use Plan map. This request **DOES NOT** conform to the Fayette County Future Land Use Plan. However, the Land Use Element chapter of the Comprehensive Plan does discuss consideration of the Nonresidential Corridor Area as follows:

Commercial

This category identifies areas of commerce where both retail and wholesale are conducted. However, county policy recognizes that major commercial facilities should be located within incorporated areas where infrastructure is available and population densities are most concentrated. Generally, commercial development in the unincorporated County should be

nodal in nature centered on an intersection to limit strip commercial development along major roadways. Strip commercial development is characterized by lots with broad road frontage, with multiple curb cuts and limited shared inter-parcel access, and limited accessibility for pedestrians. However, along nonresidential corridors, the County should adopt regulations to achieve quality commercial development.

The Land Use Plan Map illustrates the concentration of commercial land uses in various locations throughout the unincorporated area. The land used areas vary from smaller, neighborhood commercial areas to larger, concentrated areas of commercial activity. The following section provides a brief description of the major commercial areas.

SR 85 North of Fayetteville: A nonresidential corridor, this area extends from the city limits of Fayetteville north to the county line. It provides an area where a variety of nonresidential uses including commercial, office, and light industrial are appropriate. The area contains opportunity for infill, redevelopment and new development.

The Land Use Element chapter continues by describing Industrial uses:

Industrial

This category designates all land dedicated to manufacturing facilities, processing plants, factories, warehousing and wholesale trade facilities, mining or mineral extraction activities, or other similar uses. For more descriptive purposes, industrial land use is subdivided into "Light" and "Heavy" categories:

***Light Industrial:** Includes non-heavy manufacturing and uses such as service industries, assembly, warehousing, and other industrial uses.*

***Heavy Industrial:** Designates land uses which heavily impact adjacent land uses such as heavy manufacturing industries, rock quarries, and auto salvage yards.*

E. DEPARTMENTAL COMMENTS

- Water System** – FCWS has no objections to the rezoning.
- Public Works**
 - **Road Frontage Right of Way Dedication** – Oak Hill Road is a County Local Road on the Thoroughfare Plan. Applicant to provide a minimum of 30 feet of ROW as measured from the existing road centerline. SR 85 is a state route and GDOT controls right of way along the existing frontage.
 - **Traffic Data** -- According to the GDOT on-line traffic data, the annual average daily traffic for SR 85 is **32,000 vehicles per day (2023)**.
 - **Sight Distance and access** -- Minimum sight distances will have to be satisfied for the proposed new driveway intersection on Oak Hill Road. GDOT will provide access to SR 85 and sight distance requirements.
- Environmental Management**
 - **Floodplain Management** -- The site **DOES** contain floodplain per FEMA FIRM panel 13113C0043E dated September 26, 2008, or in the FC Flood Study.
 - **Wetlands** -- The property **DOES** contain wetlands per the U.S. Department of the Interior, Fish and Wildlife Service 1994 National Wetland Inventory Map.

- **Watershed Protection** -- There **ARE** state waters located on the subject property per Fayette County GIS.
- **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 surface and be classified as a hotspot per the stormwater ordinances.
- **Landscape and Tree Replacement Plan** -- This development **WILL BE** subject to the Nonresidential Development Landscape Requirements and Tree Retention, Protection and Replacement Ordinances.
- **Environmental Health Department** – This office has no objection to the proposed rezoning. This does not constitute approval of any future use or proposals for these properties.
- **Fire** – No objections to the requested 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 Commercial Uses. This request does not conform to the Fayette County Comprehensive Plan in terms of the Land Use Plan.
2. The area around the subject property is an area that already has various commercial uses. It is staff's opinion that the zoning proposal is not likely to have an adverse impact on nearby nonresidential uses.
3. It is staff's opinion that a light industrial use would not generate a greater number of daily vehicle trips than would a commercial use situated on this same parcel. Staff does not think this development will have an adverse impact on utilities or schools.
4. The proposal is somewhat consistent in character and use with the immediate surrounding uses as these trend toward auto and truck repair.

ZONING DISTRICT STANDARDS**Sec. 110-146. M-1, Light Industrial District.**

- (a) *Description of district.* This district is composed of certain lands and structures which are suitable for light industrial development, but where proximity to existing or proposed residential or commercial districts make it desirable to limit the manner and extent of industrial operations and thereby protect the nearby residential or commercial land.
- (b) *Permitted uses.* The following permitted uses shall be allowed in the M-1 zoning district:
- (1) Ambulance service, including non-emergency medical transport service;
 - (2) Amusement and recreational facilities, indoor or outdoor (athletic/sports instruction facilities and recreation and athletic fields and facilities);
 - (3) Appliance sales and/or repair;
 - (4) Architectural and/or design firms;
 - (5) Armories, for meeting and training of military organizations;
 - (6) Blueprinting and/or graphics service;
 - (7) Bookbinding;
 - (8) Building construction/contracting and related activities;
 - (9) Building supply sales;
 - (10) Bus passenger station;
 - (11) Cabinet manufacturing, sales, repair, and/or installation;
 - (12) Carwash and/or detailing facility;
 - (13) Charter motor coach service;
 - (14) Copy shop;
 - (15) Dental laboratory;
 - (16) Delivery and/or courier service;
 - (17) Electronic sales and/or repair;
 - (18) Emission testing facility (inside only);
 - (19) Engineering firms;
 - (20) Engraving;
 - (21) Farmer's market;
 - (22) Feed and/or fertilizer sales;
 - (23) Firearm sales and/or gunsmith;
 - (24) Flooring sales and/or installation;
 - (25) Freezer locker service;
 - (26) Freight express office;
 - (27) Furniture store;
 - (28) Glass sales;

- (29) Grading service;
- (30) Greenhouse;
- (31) Home furnishings and accessories;
- (32) Horse show and equine activity facilities;
- (33) Ice storage;
- (34) Insecticide sales and/or storage;
- (35) Janitorial service and/or supply;
- (36) Land development firms;
- (37) Land surveying service;
- (38) Landscaping service;
- (39) Light manufacturing, including the following:
 - a. Appliance and/or electronic device assembly plant, including the manufacturing of parts for appliances and/or electronic devices;
 - b. Assembly of products from previously prepared materials;
 - c. Bottling and/or canning plant;
 - d. Ceramic products, provided that kilns shall only be by gas and/or electricity;
 - e. Construction of signs, including painted signs;
 - f. Cooperage;
 - g. Ice manufacturing;
 - h. Laundry, cleaning and/or dyeing plants;
 - i. Light sheet metal products such as ventilating ducts and eaves;
 - j. Manufacturing of food, cosmetic and pharmaceutical products, but not including fish and meat products, sauerkraut, vinegar, yeast and rendering plants;
 - k. Machine/welding shop and related activities;
 - l. Other manufacturing, processing, packaging, or handling of a similar nature which shall not emit or produce more smoke, noise, odor, dust, vibration, or fumes than the uses listed herein;
 - m. Production and/or sales of commercial/industrial hardware, such as tools, fasteners, fittings, machine parts, etc.;
 - n. Tinsmith and/or roofing service;
 - o. Concrete, gravel and/or mulch production and/or distribution;
- (40) Locksmith;
- (41) Magazine publication and/or distribution;
- (42) Medical laboratory;
- (43) Manufactured home and/or building assembly and/or sales;
- (44) Newspaper publication and/or distribution;
- (45) Office equipment service and repair;

- (46) Parking garage/lot;
 - (47) Pest control;
 - (48) Petroleum bulk plant (storage);
 - (49) Photostating;
 - (50) Planing and/or saw mill;
 - (51) Plant nursery, growing crops/garden and related sales;
 - (52) Printing plant;
 - (53) Radio studio;
 - (54) Railroad freight station;
 - (55) Railroad passenger station;
 - (56) Rent-alls;
 - (57) Restaurants (drive-in/drive-through prohibited);
 - (58) Restaurant supply;
 - (59) Rodeo/rodeo facilities;
 - (60) Seed sales and/or storage;
 - (61) Security system service;
 - (62) Shell home display;
 - (63) Solar farm;
 - (64) Taxidermist;
 - (65) Taxi service/limousine service/shuttle service/charter motor coach service;
 - (66) Television/movie studio/media productions;
 - (67) Tire sales;
 - (68) Trade school;
 - (69) Uniform services;
 - (70) Utility trailer sales and/or rentals;
 - (71) Warehousing and/or distribution;
 - (72) Wholesaling;
 - (73) Wrecker, towing, impoundment, and/or automotive recovery/transport; and
 - (74) Vehicle/boat sales and repairs, paint and/or body shop, parts store including rebuilding of parts, parking lot or garage, upholstery shop.
- (c) *Conditional uses.* The following conditional uses shall be allowed in the M-1 zoning district provided that all conditions specified in article V of this chapter are met:
- (1) Aircraft landing area;
 - (2) Amphitheatre;
 - (3) Animal hospital, kennel (commercial or noncommercial), and/or veterinary clinic;
 - (4) Experimental labs;

- (5) Feed lot and/or commercial barn;
- (6) Home occupation;
- (7) Outdoor amusement facilities, rides, structures over 35 feet in height, including, but not limited to, bungee and parachute jumping;
- (8) Recycling facility;
- (9) Self-storage facility (external and/or internal access);
- (10) Shooting range, indoor;
- (11) Shooting range, outdoor;
- (12) Single-family residence and residential accessory structures and uses (see article III of this chapter);
- (13) Stadium, athletic; and
- (14) Wind farm.
- (d) *Dimensional requirements.* The minimum dimensional requirements in the M-1 zoning district shall be as follows:
 - (1) Lot area:
 - a. Where a central water distribution system is provided: 43,560 square feet (one acre).
 - b. Where central sanitary sewage and central water distribution systems are provided: 21,780 square feet (one-half acre).
 - (2) Lot width: 125 feet.
 - (3) Front yard setback:
 - a. Major thoroughfare:
 - 1. Arterial: 100 feet.
 - 2. Collector: 80 feet.
 - b. Minor thoroughfare: 65 feet.
 - (4) Rear yard setback: 25 feet.
 - (5) Side yard setback: 25 feet.
 - (6) Buffer: If the rear or side yard abuts a residential or A-R zoning district a minimum buffer of 75 feet shall be provided adjacent to the lot line in addition to the required setback. The setback shall be measured from the buffer.
 - (7) Height limit: 50 feet.
 - (8) Lot coverage limit, including structure and parking area: 70 percent of total lot area.
 - (9) Screening dimensions for storage areas, loading docks and parking (see article III of this chapter and chapter 104).

(Code 1992, § 20-6-22; Ord. No. 2012-09, § 4, 5-24-2012; Ord. No. 2013-20, § 3, 11-14-2013; Ord. No. 2018-03, § 13, 9-22-2018; Ord. No. 2020-02, §§ 12, 13, 5-28-2020; Ord. No. 2021-05, § 2, 3-25-2021; Ord. No. 2021-09, § 5, 5-27-2021)

Sec. 110-173. - Transportation corridor overlay zone.

(3) *SR 85 North Overlay Zone.* All undeveloped property and property being totally redeveloped (i.e., where all of the existing principal structures have been demolished/removed) which has road frontage on SR 85 North where nonresidential development commenced after the effective date of the SR 85 North Overlay Zone (03/22/07) shall be subject to the requirements of the SR 85 North Overlay Zone. The intent of the overlay is to set standards specific to SR 85 North from the city limits of the City of Fayetteville north to the Fayette-Clayton county line.

a. *Purpose.* The purpose of the SR 85 North Overlay Zone is to achieve the following:

1. To establish and maintain a scenic gateway into the county, which projects an image of our quality lifestyle.
2. To promote and maintain orderly development and the efficient movement of traffic on SR 85 North.
3. To protect the aesthetics for existing and future development in this highway corridor.

b. *Access.* Access to each nonresidential property and/or development shall be from SR 85 North or an adjacent street designated as an arterial or collector on the county thoroughfare plan. All access points shall be required to comply with [chapter 104](#).

c. *Dimensional requirements.*

1. All parking areas shall be located at least 50 feet from any state route right-of-way.
2. Setbacks will be as follows:
 - (i) Front yard setback on State Route 85 North: 100 feet.
 - (ii) Gasoline canopy: Front yard setback on State Route 85 North: 85 feet.
3. Berms for nonresidential zoning districts: Berms when required as a condition of zoning shall be a minimum of four feet in height and shall be placed to the inside of the applicable buffer.

d. *Architectural standards.*

1. All buildings shall be constructed of brick/brick veneer, fiber-cement siding (i.e., Hardiplank), rock, stone, cast-stone, split-face concrete masonry unit (rough textured face concrete block), stucco (including synthetic stucco), wood siding and/or finished baked enamel metal siding which establishes a horizontal pattern.
2. The design of accessory/out lot buildings shall be consistent with and coordinate with the architectural style inherent in the principal structure on the property.

e. *Landscape requirements.* In addition to the standard requirements of the landscape ordinance, the following landscape requirements shall apply to the overlay zone:

1. *Street frontage landscape area.* Fifty feet along the right-of-way of SR 85 North. The first 25 feet as measured from the right-of-way is for required landscape planting only. The remaining 25 feet may be used for septic system placement; underground stormwater detention systems; and the following stormwater management facilities/structures, if designed in full accordance with the specifications provided in

the most current edition of the Georgia Stormwater Management Manual; vegetated channels, overland flow filtration/groundwater recharge zone, enhanced swales, filter strips, and grass channels. Septic systems and stormwater structures shall be exclusive of each other and the minimum distance of separation between wastewater and stormwater structures shall be established by the environmental health department and the county engineer. Utilities (including underground stormwater piping) and multiuse path connections may be located anywhere within the landscape area.

2. *Side yard landscape area.* Ten feet in depth along side property lines unless adjacent to a residential district where buffer requirements will apply.

f. *Use of existing structure.* When property containing legally conforming structures, under the current zoning, is rezoned to O-I the dimensional requirements shall be reduced to the extent of, but only at the location of, any encroachment by the structures and said structures shall be considered legal nonconforming structures.

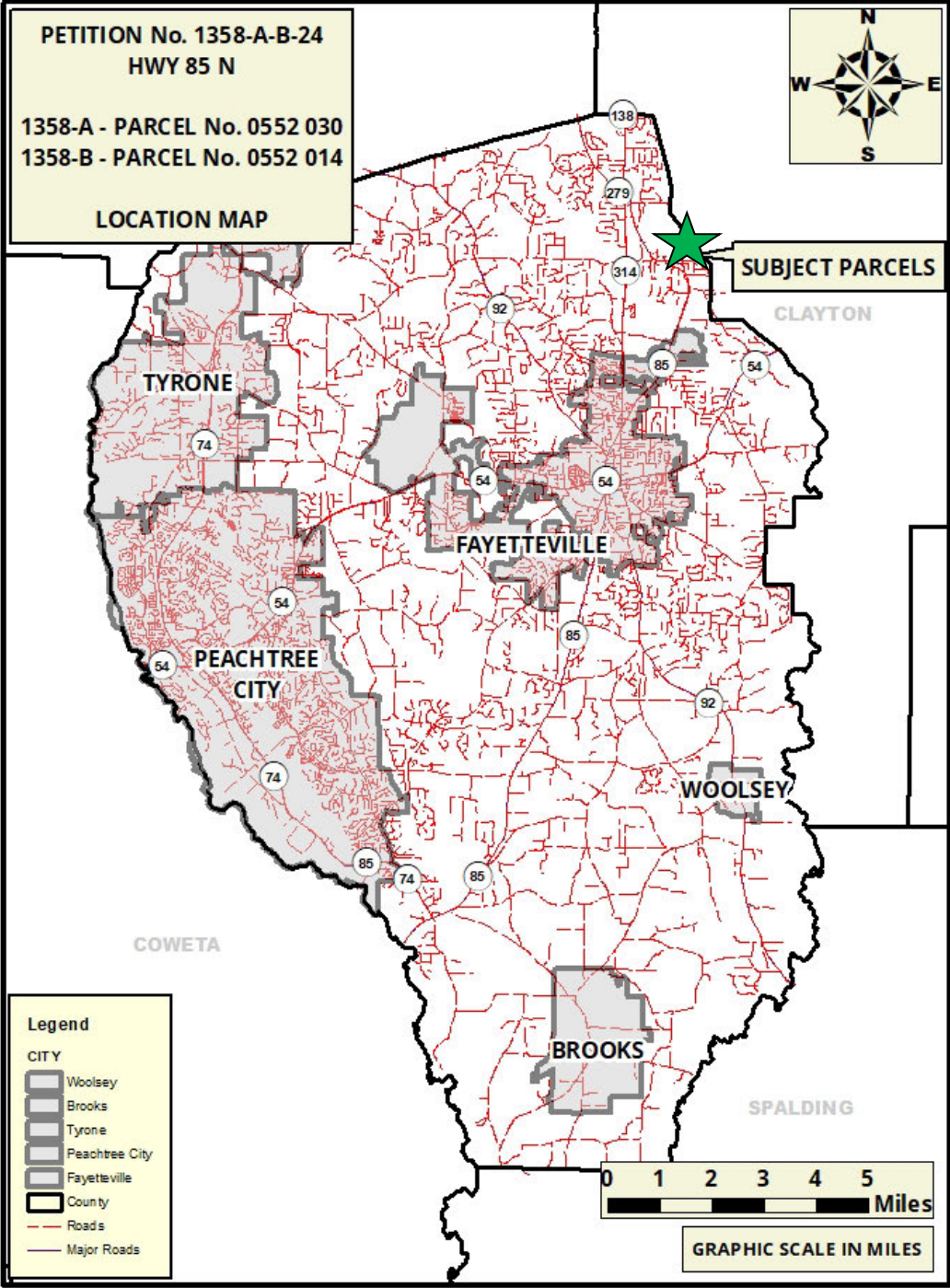
g. *Lighting and shielding standards.* Light shall be placed in a manner to direct light away from any adjacent roadways or nearby residential areas.

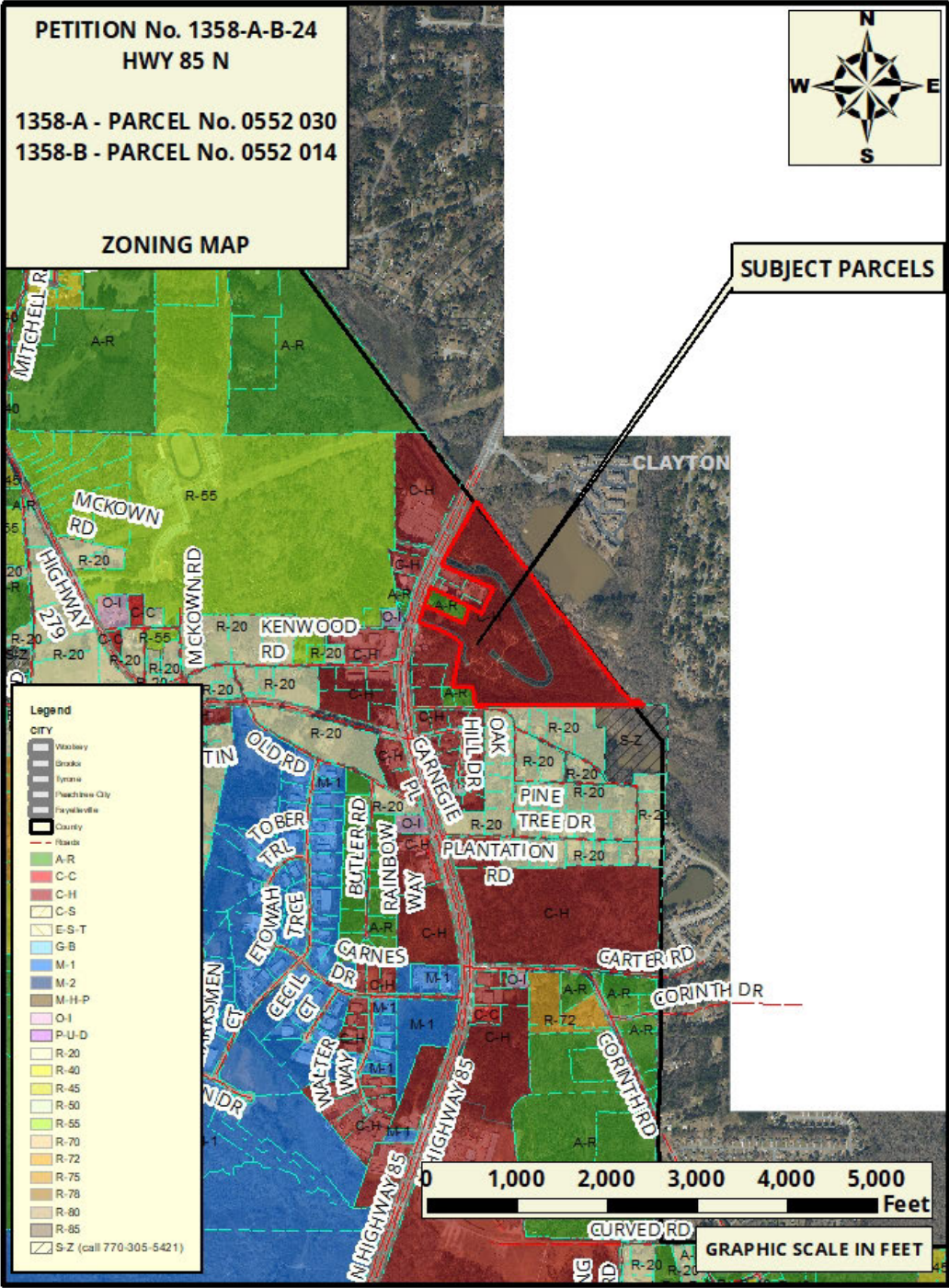
h. *Special locational and spatial requirements.*

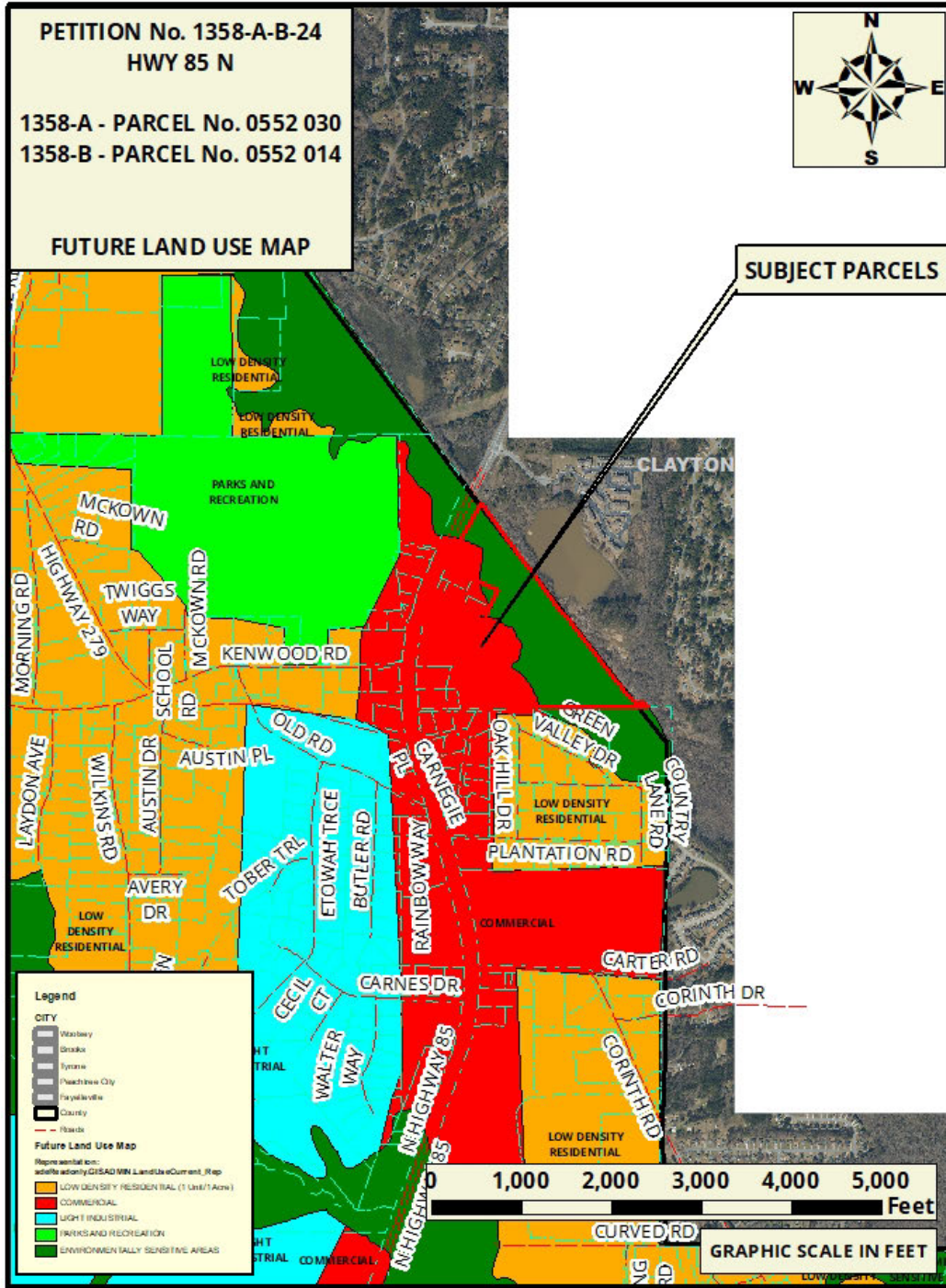
1. Outside storage of merchandise or equipment and parts shall be allowed in the rear yards only, subject to minimum screening, setback and buffer requirements. Outside storage shall not exceed 25 percent of the gross floor area of all structures per lot.

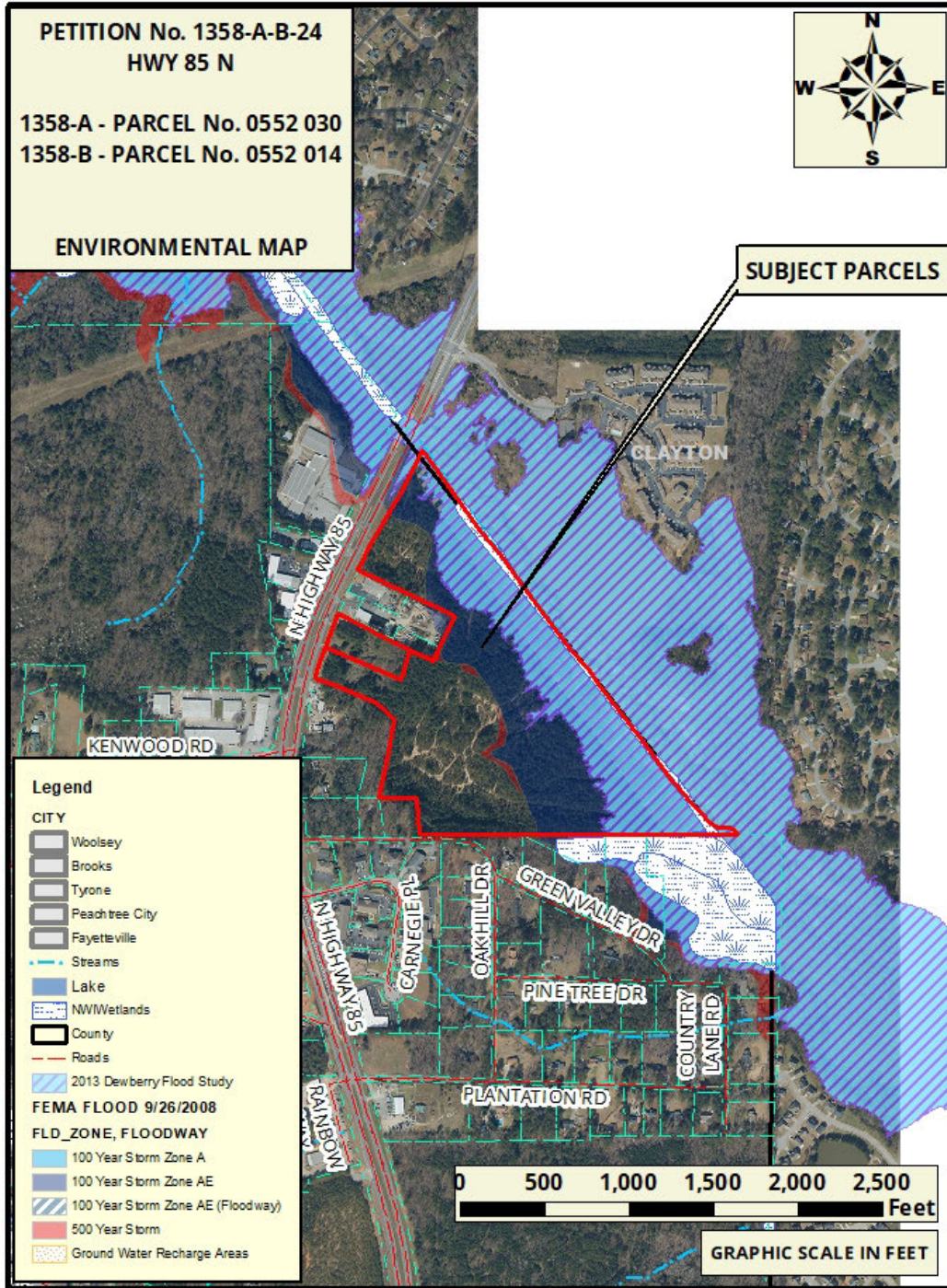
2. All roof-top heating, ventilation, and air conditioning equipment and satellite/communications equipment shall be visually screened from adjacent roads and property zoned residential or A-R. The screen shall extend to the full height of the objects being screened.

3. For all new construction, garage doors and bays associated with any use within the district shall be located on the side or rear of the principal building, and not facing SR 85.

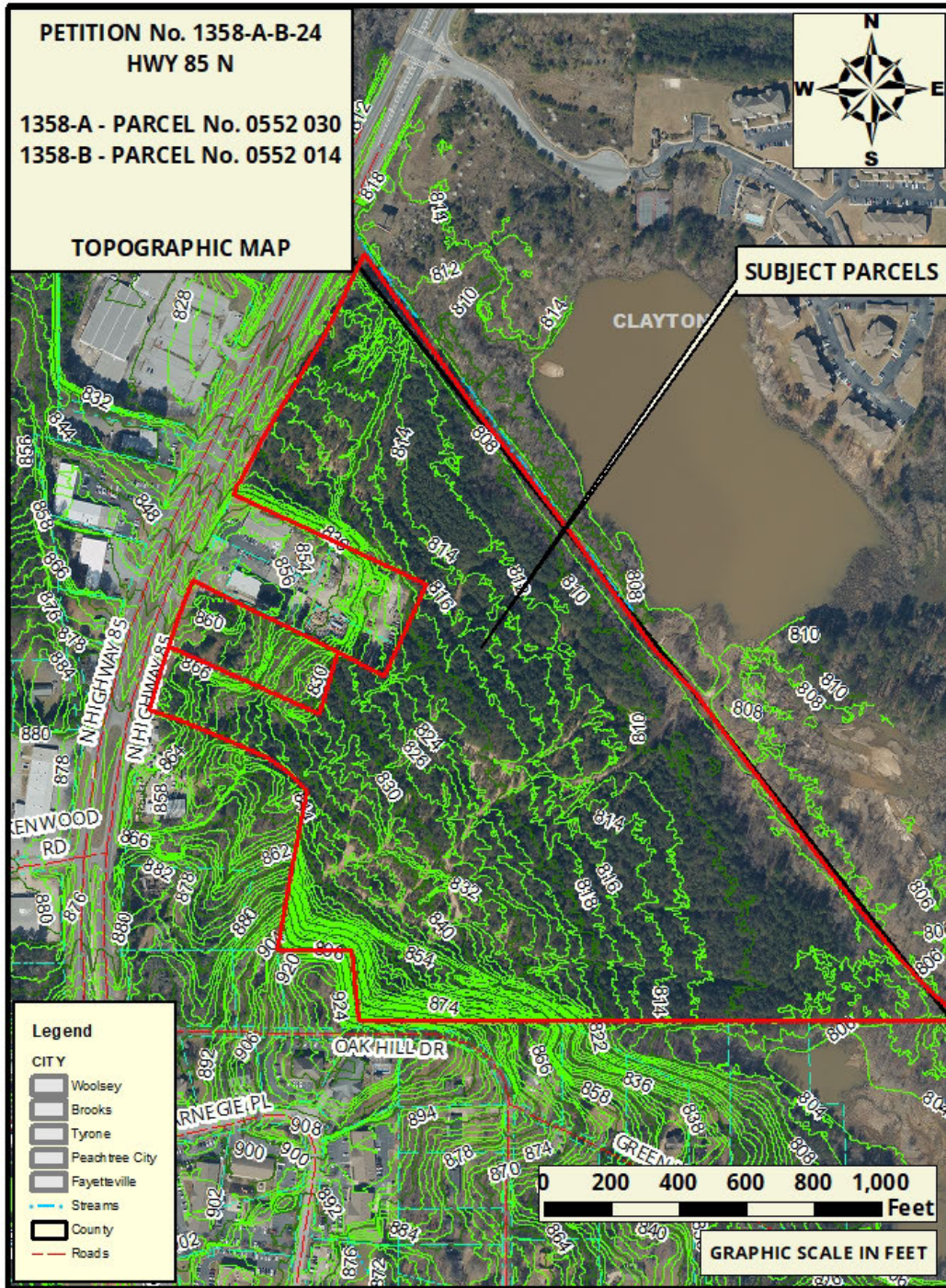


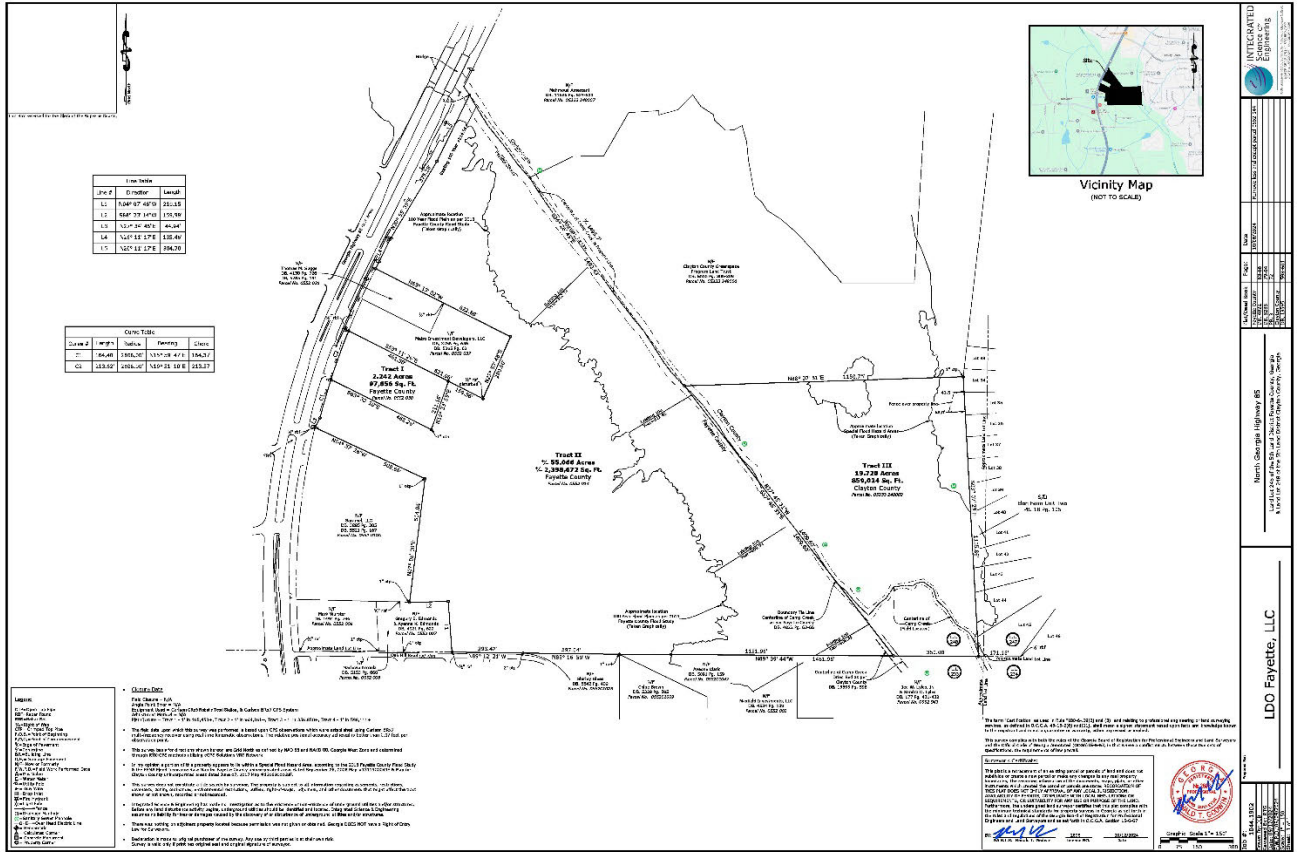




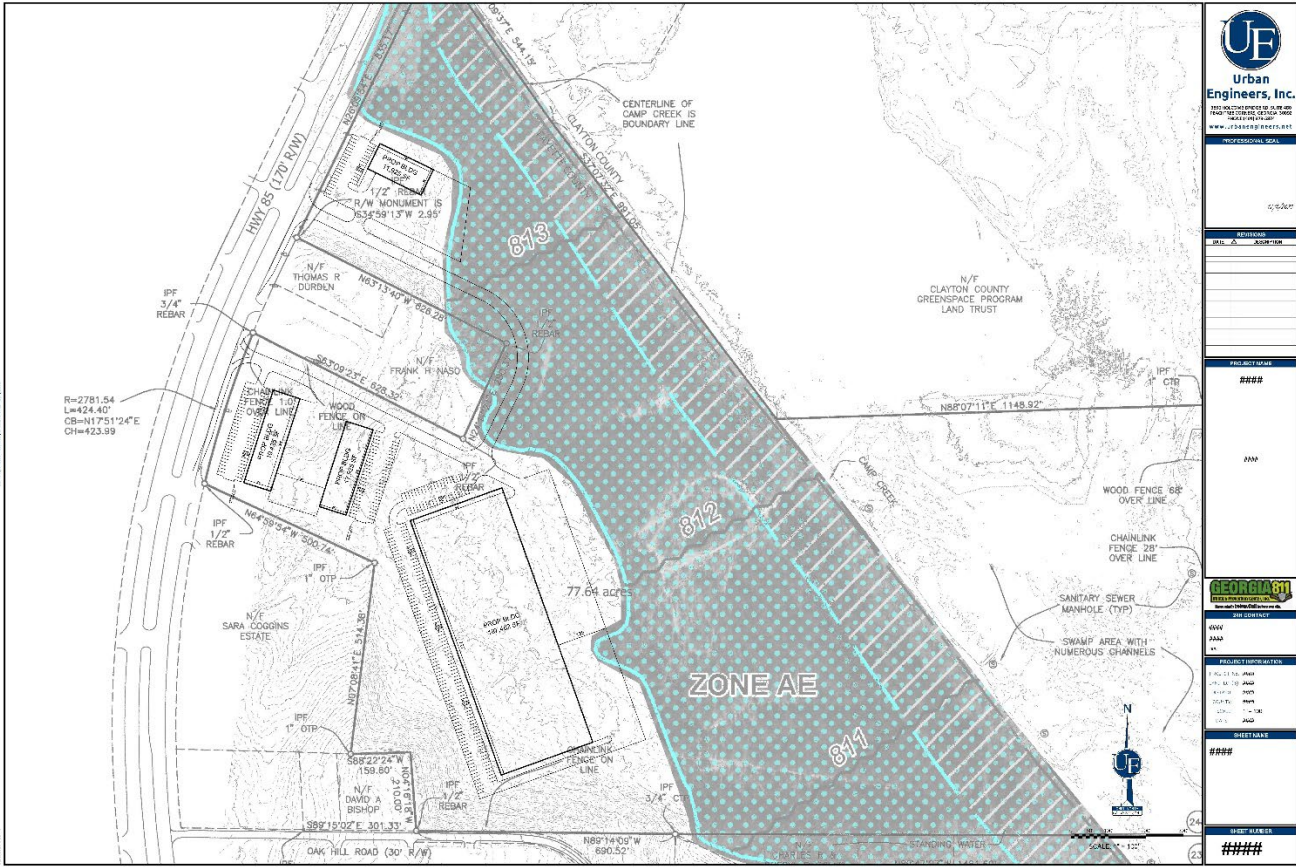








SURVEY



SITE CONCEPT

Staff Note: This concept plan has not been reviewed by staff and may not meet all requirements of the ordinance. It is for conceptual purposes only.

Meeting Minutes 11/07/2024

THE FAYETTE COUNTY PLANNING COMMISSION met on November 7th, 2024, at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

MEMBERS PRESENT: John H. Culbreth Sr., Chairman
John Kruzan, Vice-Chairman
Danny England
Jim Oliver
Boris Thomas

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

NEW BUSINESS

1. Call to Order.
2. Pledge of Allegiance.
3. Approval of Agenda. Ms. Deborah Bell requested to amend the agenda by adding item 6; Draft 2025 Planning Commission Meeting Calendar. ***Danny England made a motion to approve the agenda with the addition of item 6; Draft 2025 Planning Commission Meeting Calendar on the November 7th Agenda. Public Hearing items will now be items 7-11. John Kruzan seconded the motion. The motion carried 5-0.***
4. Consideration of the Minutes of the meeting held on October 3, 2024. ***Jim Oliver made a motion to approve the minutes of the meeting held on October 3, 2024. John Kruzan seconded the motion. The motion carried 4-0. Danny England abstained from voting as he was absent for the October 3, 2024, meeting.***
5. Plats
 - a. Minor Final Plat for The Estate of Dan Victor Stinchcomb (218 Ebenezer Road).
Mr. Jim Oliver asked about the location of the plat.
Ms. Bell responded was located on Ebenezer Road and it is creating three parcels out of one parcel.
John Kruzan made the motion to approve the Minor Final Plat for The Estate of Dan Victor Stinchcomb (218 Ebenezer Road). Danny England seconded the motion. The motion passed 5-0.

6. Discussion of Draft Meeting Calendar for the 2025 Planning Commission Meetings. The calendar to be adopted at the next meeting.

Ms. Bell explained the dates for the next calendar dates as she added they are getting applications at the end of December and the changes will be reflected on the next meeting for approval.

John Kruzan made a motion to approve Draft Meeting Calendar for the 2025 Planning Commission Meetings. Danny England seconded the motion. The motion carried 5-0.

PUBLIC HEARING

7. Consideration of Petition 1357-24, request to rezone 3.65 acres from R-40 to A-R for the purpose of reconfiguring parcels between family members. The property is located in Land Lot(s) 254 of the 13th District and fronts on Kite Lake Road.

Ms. Bell stated the larger parcels were originally planned to be a residential subdivision, so they do not have the appropriate road frontage. By rezoning this 3.65-acre parcel, they will be able to reconfigure the existing parcels to provide the necessary road frontage. There is also a guest house on one parcel that was modified and exceeds the maximum allowable Square Footage for guest houses. The proposed reconfiguration will provide a separate parcel for this structure, thereby bringing it into compliance. No additional parcels will be created at this time, it will be a reconfiguration. As defined in the Fayette County Comprehensive Plan, Low Density Residential (1 Unit/1 Acre) is designated for this area, so the request for A-R zoning is appropriate because it is a less intensive use. Staff recommends Conditional Approval of the request for a zoning of A-R, Agricultural-Residential District, subject to the following: 1. The recombination plat for parcels 1302-051, 1302-046 and 1302-036 shall be submitted for staff review and approved and recorded within 90 days of approval of the rezoning.

Mr. John Culbreth asked if the petitioner was present.?

Mr. George Richard Moore, he states is recommending approval of the petition.

Mr. Jim Oliver asked if he was doing for family members.? And how many lots are you adding.? Ms. Bell responded its three lots now and will be three lots at the end of the process.

Mr. Moore added that the original property was sold to him and had access to sixty-five plus acres but only two entrances had only sixty feet, now the needed road frontage is 100' for each of the structures. They bought 3.6 acres in 1987 more after the original purchase, and he thinks this will satisfy the property's needs to get approved.

Mr. Culbreth asked the audience if there was anyone in opposition to the petition.? No one responded and the chairman brought it back to the board. After any of the

board members had any more questions, they proceeded to make a motion.

Jim Oliver made the motion to recommend CONDITIONAL APPROVAL of Petition 1357-24 with the following condition:

- 1. The recombination plat for parcels 1302-051, 1302-046, and 1302-036 shall be submitted for staff review and approved and recorded within 90 days of approval of the rezoning.***

Danny England seconded the motion. The motion carried 5-0.

8. Consideration of Petition 1358-24-A, request to rezone 2.242 acres from A-R to M-1 for the purposes of developing a distribution warehouse. The property is located in Land Lot(s) 248 of the 5th District and fronts on State Route 85 N.

Ms. Bell explained the petition is for two parcels and will be done as one presentation, but the board will have to vote separately on items A and B.

She stated Petition 1358-24-A is requesting to be rezoned from A-R (Agricultural-Residential) and C-H (Highway Commercial) to M-1 (Light Industrial) for the purposes of developing a commerce-industry complex with small buildings and as defined in the Fayette County Comprehensive Plan's Future Land Use Plan, Commercial Use is designated for this area, so the request for M-1 zoning is not appropriate. Staff recommends denial, if the rezoning is approved staff recommends the following conditions:

1. All parcels that are the subject of this petition shall be combined by a recorded final plat within 90 days of the approval of the petition or prior to the submittal of a site development plan, whichever comes first.
2. Oak Hill Road is a County Local Road on the Fayette County Thoroughfare Plan. The developer shall dedicate land, as needed, to provide 30 feet of right-of-way as measured from the existing centerline of Oak Hill Road. The Right of way dedication shall be completed within 90 days of rezoning.
3. Article XII. - Watershed Protection Ordinance shall apply to the tracts presented in the rezoning case 1358-24 and these new buffers will be applied during development.

Ms. Bell discussed Parcel 0552 014 and its rezoning and development proposals, but none have been implemented. Petition 126-70 and Petition No. 572-86 were approved for rezoning but never developed. The conditions on the northeastern part of the property, including flood plain and Cartecay and Wehadkee soil complexes, make it undevelopable. The development is subject to the State Route 85 North Overlay Zone, which provides architectural, parking, and access controls, enhanced landscaping requirements, and increased building setbacks. In 2019, there was discussion about developing the area as a recreational complex, but that was not realized. These conditions are now addressed in the County's ordinances and development regulations.

Mr. John Culbreth asked if the petitioner was present and to state if you are the owner or representative.

Mr. Steven Jones with the law firm of Taylor English Duma, showed a PowerPoint presentation and explained to the board the property location and that there is a need for manufacturing uses and data center. He explained the type of buildings that will be on the property from large to small and that the county anticipates a large amount of nonresidential for this area, M-1 zoning is appropriate according to Mr. Jones, and is next to Clayton County which will be good for business. He asked the board for approval.

Mr. Culbreth asked the audience if there was anyone in favor of the petition.? With no response from the audience then he asked if there was anyone in opposition to the petition.?

Ms. Julianna Terpstra states she is in the neighborhood touching where they want to develop where there are only two ways out and for the last seven years, she has been there she would like not to have the extra traffic, strangers, and keep the silence for her family.

Mr. Culbreth asked for any more opposition audience that wants to express their concerns.? No one responded and he brought the petition back to the board.

Mr. Jones spoke on how to resolve the concerns of the opposition questions, where he stated they really would like to target a data center, he wasn't sure what type of user would be there right now, but those users are not heavy on traffic. The property to the south he is proposing a seventy five foot buffer on Oak Hill Road and the building itself to deal with noise and site screening. For the strangers they are not proposing any additional entrances onto Oak Hill Road, they will be two point access on Highway 85.

Mr. Culbreth asked Mr. Jones about the data center and what the specific plans will be, but do you have any clients/potential candidates for the use should the rezoning occur.?

Mr. Jones responded there has been interest but the way the manufacturing and technology infrastructure companies look for something you can put on the ground because the need is there.

Mr. Jim Oliver added a rough piece of property where the petitioner will probably be losing two thirds of it into the swamp. He then asked if they would need more commercial pieces here in the county where some of them have been sitting vacant for a long time and if not, this kind of use then what.? Another commercial strip center.? What exactly what type of light industrial you are talking about.? If it goes against the land use plan you will need to address that.

Mr. Jones asked to go back to his presentation on page four to show his plan where the land use plan contemplates industrial uses in this corridor of north 85 into your other point across the street a commercial was redeveloped into a self storage and that shows that the market is trending away from highway commercial uses to other uses. There is not

potential commercial uses for this property, where the co-plan said commercial area requires visibility which this property doesn't have and that's why is perfect for this type of use, also the majority of the acres lay behind which gives it a vision screen from 85. The zoning issues of this property and the present zoning of it show there is no other what. We don't want a heavy manufacturer we want a light manufacturer. He states the co-plan contemplates such uses where it says light industrial are appropriate. So, from an economic liability perspective which the constitution promises a property owner, we haven't seen that since Fayette County enacted the ordinance, that's why he thinks the co-plan and the lack of liability of the property supposedly zoned really dictate and indicate that it should be rezoned to light industrial.

Mr. Jim Oliver responded he didn't think it unconstitutional if you had not been denied a rezoning, you can't develop as it is in preceding years you are not being denied a development you are asking for a change in the zoning.

Mr. Jones replied this is correct, but the argument is that the market has not brought users to this property as presently zoned otherwise it would it been developed and used as presently zoned.

Mr. Oliver asked the petitioner on each of these petitions you have conditions, do you have any problems regarding these conditions.? The applicant responded no.

Mr. Chairman asked staff originally recommended denial of this petition.?

Mrs. Bell responded they recommended denial of the petition because it does not align with the land use plan but if the petition is approved, we provided three recommended conditions.

Mr. Boris Thomas asked Mr. Jones a couple of things that you said are conflicting, the board does not know what the in use will be but it if is not attracting consumers that leads us to believe that can only be used for a distribution center or a place where vehicles are coming in and out, shifts changes if it a small warehouse where will impact upon the traffic and shopping that is already crowded. If we open the zoning it will impact northern Fayette in a negative way, we are not stopping you from being developed we are not allowing a change in the zoning. If you don't have a consumer plan it can only be a warehouse/ distribution center and that will increase the traffic.

Mr. Jones replied this would be more appropriate for light manufacturing for a company that does not require that direct interstate access.

Mr. John Kruzan asked about the size of the buildings like the one specified on the application's intent 260,000 sf distribution center.

Mr. Jones responded if you look at our LOI we proposed a commerce center, from the market perspective distribution is not a viable option at this property.

Mr. Culbreth asked for a motion for petition 1358-24-A.?

Boris Thomas made the motion to recommend DENIAL of Petition 1358-24-A. John Kruzan seconded the motion. Jim Oliver and Danny England, the Opposed motion carried 3-2.

9. Consideration of Petition 1358-24-B, request to rezone 55.066 acres from C-H to M-1 for the purposes of developing a distribution warehouse. The property is located in Land Lot(s) 248 of the 5th District and fronts on State Route 85 N and Oak Hill Road.

Ms. Bell asked to have a separate public hearing for petition 1358-24-B.

Chairman Culbreth stated the petitioner was present and to come back in the representation of both items 1358-24-A and B.

Mr. Jones added it was acceptable for the chairman and the commissioners to reincorporate by reference the comments and the presentation I made.

Mr. Culbreth asked the audience if anyone opposed the petition.?

Mrs. Julianna Terpstra added she doesn't want the traffic.

Chairman Culbreth brought the petition back to the board and asked for a motion.

John Kruzan made the motion to recommend DENIAL of Petition 1358-24-B. Boris Thomas seconded the motion. Jim Oliver and Danny England opposed, the motion carried 3-2.

10. Consideration of Revised Development Plan RDP-020-24, The Woodlands, request approval of a Revised Development Plan for The Woodlands as depicted in the Preliminary Master Plan approved on November 9, 2006. The request is to remove an undeveloped phase, consisting of 28.450 acres, from the development. Property is located in Land Lot 88 & 73 of the 5th District and fronts Dixon Circle and S. Jeff Davis Drive.

Ms. Bell read the petition and added that the applicant is requesting a revision to the Development Plan for The Woodlands Subdivision to remove the undevelopment phase from the original development plan. **Per Sec. 104-595.(2)h.2.**, proposed revisions to a recorded major final plat shall, after prescribed public notice, be considered in public hearings before the planning commission and board of commissioners. The staff recommends approving the revised plan due to the area remaining undeveloped and having independent road access points. The Woodlands subdivision was developed in phases between 1988 and 2006, with Tract D, which contains 28.45 acres, being the last piece of the original plan. The parcel is located southeast of Fayetteville on Jeff David Drive. She showed the location of the lot on the maps.

Mr. John Culbreth asked if the petitioner was present.?

Ms. Christine Flanigan introduced herself as a representative of Jerry Gable who is the owner of the property and stated this is a revised development plan on Mr. Gable's property it was never owned or part of the woodlands because he never sold that parcel to them, his intention is to sell the parcel.

Mr. Culbreth asked if there was anyone in support of the petition.? With no response from the audience, then he asked if anyone was in opposition to please come forward.

Mr. Charles Bennett stated he resided at the adjacent parcel to the subject property and had been there for thirty three years which we purchased from the father of Jerry Gable, the property is not usable, and the only road access from South Jeff Davis and Dixon Circle ends at our driveway. He stated he was fine if they wanted to subdivide the parcel and asked the county would be a good idea to buy it for refugee animals.

The chairman asked if anyone else was in opposition.?

Mr. Mike Jorgensen resides on the woodlands, he is a lake property owner. I was told the house on South Jeff Davis was not included in the sale of those twenty acres, if that's true there is no access to that property on South Jeff Davis, there is a trail that you can walk to but can not drive to. How do we get to know what is going to be built on it.? The other issue he asked is whether the lake has to be maintained by the new owner, the size of the homes, and access to S. Jeff Davis. The last time the project was approved the county commissioners had major concerns about only one entrance in/out of the woodlands.

The chairman thanked Mr. Mike for his comment and asked if anyone else was in opposition.

Mr. Barry Hitechen, has lived in Dixon Circle for thirty three years and states their concerns about what's going to happen to this property, how many houses are going in, what will be the access points, and adding more traffic to our street. Dixon is a very narrow street, a dead end, there are no sidewalks, and we have to deal with a lot of delivery trucks. He thinks is best to rezone to A-R which will limit the number of houses and traffic in our street.

Ms. Christine Flanigan stated she is aware of their concerns, and they had no offers on the table at the moment, the rezoning will come up later, the owner just wants to be able to sell it the lots.

Mr. Culbreth asked Ms. Flanigan is there was no road access to the property.?

Ms. Flanigan there is a car width access to the Dixon roadside and Mr. Bennett is thinking of selling his property maybe whoever buys the property will buy that too.

Chairman Culbreth added to the statements that came up twice about what going

on about the property, which we cannot control. And asked for a motion for the petition.

Jim Oliver made the motion to recommend APPROVAL of Petition RDP-020-24. John Kruzan seconded the motion. The motion carried 5-0.

11. Consideration of Amendments to Chapter 110. Zoning Ordinance, regarding article VII.- Zoning Board of Appeals. – Sec. 110-242. – Powers and Duties.

Ms. Bell explained Staff is presenting a recommendation to amend Sec. 110-242. Powers and Duties. This amendment addresses the powers and duties of the Zoning Board of Appeals. It provides criteria for variances for unimproved nonconforming lots and clarification regarding variances allowed for improved illegal lots. Staff recommends approval of the amendments as presented. We had a number of nonconforming and illegal lots come up recently and various cases specially the zoning board of appeals and before this board and the attorneys had work with us to give us some guidance on when variances will be allowed and there are some very specific criteria. Previously no lot is illegible for a variance as it stands now for reduction in lot size, lot width or road frontage unless is for an improved illegal lot. What this amendment does is it provides at an unimproved nonconforming lot will have some criteria where it would be eligible for a variance and an improved illegal lot also have some criteria where it would be eligible for consideration by the zoning board of appeals. We had several lots where we trying to consider their less than the minimum district is or its zoned A-R but its been in that consideration since 1965, the problem is that it doesn't meet the 250' lot width building line and this will allowed to be approve for a variance to the lot width at building line for that lot up to a certain point but it would it take it down to zero. For example a lot that a lot width of 200 feet wide and it have 3 acres wouldn't meet A-R zoning requirement because its not 250' is 200' but they can get a variance to make it a buildable lot. There is similar criteria for road frontage we have some lots maybe 30-40 feet of road frontage so the same standards that applies to existing nonconforming lots or land lot properties are require if it a legal nonconforming lot to have a 20 foot recorder access easement. This will allow for a variance for those older existing lots as long as they have at least 20 feet of road frontage so it's the same standard we are applying their to this nonconforming lots.

Mr. Oliver asked does this help to address when sometimes people have a piece of property that have an older house that its going to be nonconforming and we were trying to let them live on the old house while they were building the new house.?

Ms. Allison Cox responded this will not impact that at all, the ZBA grant variances of several different sources. If you look at the section that you are considering it their powers as it is currently drafted the ZBA has no power to even consider a variance to lot width, road frontage or size. So, what we are trying to do is in these nonconforming lots that exist in the county for whatever reason to another in other for them to be buildable at all most of them needs to be consider for a variance in their size, if they are an A-R and they are 3.5 they are not buildable as currently is drafted. What you are amending is their authority.

Mr. Danny England added three years ago they were trying to address this issue.

Mr. Culbreth replied this would allow the ZBA to vote on it.

Ms. Cox responded once the ZBA looked at these and if they are granted then if other variances are necessary the property owner will come back at a later time and ask for those sizes yard variances or wood variances as far as the back, but these have to be address first because you can do anything if your lot is not big enough. This will put in place the minimums and the maximums, if you look at letter C which is what we are amending you will never be allowed to go lest than an acre and if you need a well is acre and a half so now the ZBA have some guidepost to look at when they are trying to grant the variances the impact the way the county looks.

Mr. Oliver and Danny England asked if he really thought that we have a power of theirs.

Ms. Cox the ZBA will hear these and then they will go on a later date for variance.

Mr. Culbreth asked if anyone was in favor of the petition.? No one responded, then he asked for anyone in opposition, but no one responded. The chairman asked for a motion for the petition.

Danny England made the motion to recommend APPROVAL of Consideration of Amendments to Chapter 110. Zoning Ordinance, regarding article VII.- Zoning Board of Appeals. – Sec. 110-242. – Powers and Duties. Jim Oliver seconded the motion. The motion carried 4-0-1. Boris Thomas abstained from voting.

ADJOURNMENT:

John Kruzan moved to adjourn the meeting. Danny England seconded. The motion passed 5-0.

The meeting adjourned at 8:20 p.m.

ATTEST:

**PLANNING COMMISSION
OF
FAYETTE COUNTY**

**_____
JOHN H. CULBRETH, SR., CHAIRMAN**

DEBORAH BELL
DIRECTOR, PLANNING & ZONING

DRAFT



REZONING APPLICATION

TO AMEND THE OFFICIAL ZONING MAP OF FAYETTE COUNTY, GA

A COMPLETE REZONING APPLICATION MUST BE SUBMITTED TO THE PLANNING AND ZONING DEPARTMENT BY 12:00 NOON ON THE TENTH (10th) DAY OF THE MONTH 2 MONTHS PRIOR TO HEARING DATE.

If the tenth day of the month is on a weekend or holiday, the application filing deadline is extended to the next business day (see Hearing Schedule on page 2).

Yield Plan: The Conservation Subdivision (C-S) and Estate Residential District (EST) zoning districts require a Yield Plan to be submitted prior to the Rezoning Application. The Yield Plan must be submitted via the County's online plan review program by 12:00 noon on the tenth day of the month. If the tenth day of the month is on a weekend or holiday, the application filing deadline is extended to the next business day. If a Yield Plan is in review and all departmental comments have not been addressed and approved by the advertising deadline, the application will be delayed until the next month for which it can be properly advertised. Please request a Yield Plan checklist.

Fayette County Planning and Zoning Department
140 Stonewall Avenue West, Suite 202
Fayetteville, GA 30214
Phone: 770- 305-5421
E-mail: zoning@fayettecountyga.gov

REZONING APPLICATION FILING FEES (per parcel being rezoned)

(based on number of acres to be rezoned)

0 to 5 Acres	\$250.00*
6 to 20 Acres	\$350.00*
21 to 100 Acres	\$450.00*
101 or more Acres	\$550.00*

*An additional \$20.00 deposit is required (per public hearing sign posted on property). If the sign frame(s) is returned to the Planning and Zoning Department within five (5) working days of the last applicable public hearing, the sign deposit will be reimbursed to the applicant. **The application filing fee and sign deposit may be combined on one (1) check made payable to Fayette County.** Application filing fees may be refunded ONLY when an application request is withdrawn in writing by the applicant PRIOR TO placement of the legal advertisement for said public hearing request (at least 30 days before scheduled Planning Commission public hearing).

A submittal that is missing any required documents, or that has inaccurate or out-of-date documents, is not considered a complete application, and may be moved to a later meeting date. Please refer to the checklist on page 10 for a list of required documents.

HEARING SCHEDULE FOR 2024 REZONING APPLICATIONS

(Dates are subject to change with notice. If a hearing falls on a holiday, a different hearing date will be scheduled.)

Deadline for application is the tenth (10th) of the 2nd month before the meeting, by noon. If the tenth day of the month is on a weekend or holiday, the application filing deadline is extended to the next business day. Rezoning applications require a total of two (2) public hearings: one by the Planning Commission (first Thursday of the month) and another public hearing by the Board of Commissioners (fourth Thursday of the month). The Meeting Schedule reflects adjustments for holidays. Both public hearings are held at the Fayette County Administrative Complex at Stonewall (located at the southwest corner of SR 54 and SR 85 in downtown Fayetteville) on the first floor in the Public Meeting Room (near the fountain). Planning Commission hearings begin at 7:00 p.m., and Board of Commissioners hearings begin at 5:00 p.m., unless otherwise noted.

APPLICATION FILING DEADLINE – 12:00 PM	PLANNING COMMISSION HEARING DATE – 7:00 PM	BOARD OF COMMISSIONERS HEARING DATE – 5:00 PM*
November 10, 2023	January 4, 2024	January 25, 2024
December 11, 2023	February 1, 2024	February 22, 2024
January 10, 2024	March 7, 2024	March 28, 2024
February 12, 2024	April 4, 2024	April 23, 2024++
March 11, 2024	May 2, 2024	May 23, 2024
April 10, 2024	June 6, 2024	June 27, 2024
May 10, 2024	July 18, 2024**	August 22, 2024**
June 10, 2024	August 1, 2024	August 22, 2024
July 10, 2024	September 5, 2024	September 26, 2024
August 12, 2024	October 3, 2024	October 24, 2024
✓ September 10, 2024	November 7, 2024	December 12, 2024*
October 10, 2024	December 5, 2024	January 23, 2025
November 12, 2024	January 2, 2025	January 23, 2025
December 10, 2024	February 6, 2025	February 27, 2025

++ BOC meeting is on Tuesday, April 23 due to the ACCG Conference.

*** November & December 2024 Board of Commissioners hearings begin at 2:00 PM.**

**** 4th of July Holiday Schedule**

PETITION No (s): _____

STAFF USE ONLY

APPLICANT INFORMATION

Name Brent Holdings, LLC
Address 9008 Highway 16
City Senoia
State Georgia Zip 30276
Email dfields@brentholdings.net
Phone 770-461-0478

PROPERTY OWNER INFORMATION

Name LDO Fayette, LLC (f/k/a Brent-Fayette, LLC)
Address 9008 Highway 16
City Senoia
State Georgia Zip 30276
Email dfields@brentholdings.net
Phone 770-461-0478

AGENT(S) (if applicable)

Name Daniel Fields
Address 9008 Highway 16
City Senoia
State Georgia Zip 30276
Email dfields@brentholdings.net
Phone 770-461-0478

Steven L. Jones,
Name Partner, Taylor English Duma LLP
Address 1600 Parkwood Circle, Suite 200
City Atlanta
State Georgia Zip 30339
Email sjones@taylorenchlish.com
Phone 404-218-2756

(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: _____ Date: _____

DATE OF PLANNING COMMISSION HEARING: _____

DATE OF COUNTY COMMISSIONERS HEARING: _____

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

Date Paid: _____ Receipt Number: _____

PETITION No.: 1358-24-A **Fees Due:** \$250 **Sign Deposit Due:** \$20

STAFF USE ONLY

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

Parcel # (Tax ID): 0552 030 Acreage: 2.242
Land District(s): 5 Land Lot(s): 248
Road Name/Frontage L.F.: SR 85 N / 213.62' Road Classification: Major Arterial
Existing Use: Vacant Land Proposed Use: Distribution Warehouse
Structure(s): N/A Type: None Existing Size in SF: None
Existing Zoning: A-R Proposed Zoning: M-1
Existing Land Use: Agriculture-Residential Proposed Land Use: Light Industrial
Water Availability: Yes Distance to Water Line: 0 Distance to Hydrant: ~147.6'

PETITION No.: 1358-24-B **Fees Due:** \$450 **Sign Deposit Due:** \$40

STAFF USE ONLY

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

Parcel # (Tax ID): 0552 014 Acreage: 55.066
Land District(s): 5 Land Lot(s): 248
Road Name/Frontage L.F.: SR 85 N / 1024.75' Road Classification: Major Arterial
Road Name/Frontage L.F.: Oak Hill Rd / 293.42' Road Classification: Internal Local
Existing Use: Vacant Land Proposed Use: Distribution Warehouse
Structure(s): N/A Type: None Existing Size in SF: None
Existing Zoning: C-H Proposed Zoning: M-1
Existing Land Use: Highway Commercial Proposed Land Use: Light Industrial
Water Availability: Yes Distance to Water Line: 0 Distance to Hydrant: ~82.5'

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:
LDO Fayette, LLC (f/k/a Brent-Fayette, LLC)

(Please Print)

Property Tax Identification Number(s) of Subject Property: 0552 014, ~~0552 044~~, and 0552 030

(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) 248 of the 5th 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 77.64 acres (legal description corresponding to most recent recorded plat for the subject property is attached herewith).

(I) (We) hereby delegate authority to Daniel Fields and/or Steven L. 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
9008 Highway 16, Senoia, GA 30276

Address
N/A

Signature of Property Owner 2
N/A

Address
N/A

Signature of Property Owner 3
N/A

Address
[Signature]

Signature of Authorized Agent
9008 Highway 16, Senoia, GA 30276

Address 1600 Parkwood Circle Suite 200 Atlanta, Georgia 30339

[Signature]
Signature of Notary Public
8/12/2024

Date
N/A

Signature of Notary Public
N/A

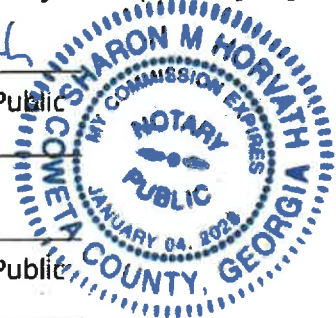
Date
N/A

Signature of Notary Public
N/A

Date
[Signature]

Signature of Notary Public
8/12/2024

Date



PETITION No.: _____

OWNER'S AFFIDAVIT

(Please complete an affidavit for each parcel being rezoned)

NAME: LDO Fayette, LLC (f/k/a Brent-Fayette, LLC)

ADDRESS: 9008 Highway 16, Senoia, GA 30276

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

LDO Fayette, LLC (f/k/a Brent-Fayette, 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 ~~\$xxx~~ 760 to cover all expenses of public hearing. He/She petitions the above named to change its classification to M-1, Light Industrial District.

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 October 3, 2024 at 7:00 P.M.

PUBLIC HEARING to be held by the Board of Commissioners of Fayette County on the day of October 24, 2024 at 7:00 P.M.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 12th DAY OF August, 2024

[Signature]

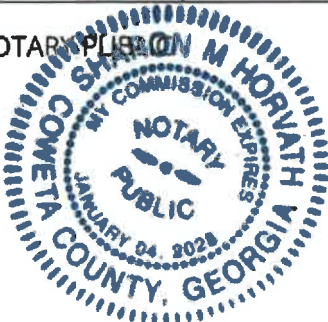
SIGNATURE OF PROPERTY OWNER

N/A

SIGNATURE OF PROPERTY OWNER

Sharon M. Horvath

NOTARY PUBLIC



AGREEMENT TO DEDICATE PROPERTY FOR FUTURE RIGHT-OF-WAY

I/We, LDO Fayette, LLC (f/k/a Brent-Fayette, LLC), said property owner(s) of subject property requested to be rezoned, hereby agree to dedicate, at no cost to Fayette County, 100 feet of right-of-way along Georgia State Route 85 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)

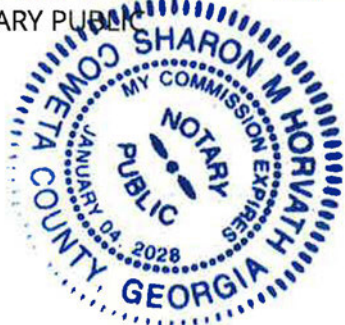
Sworn to and subscribed before me this 12th day of August, 2024.

[Handwritten Signature]

SIGNATURE OF PROPERTY OWNER

SIGNATURE OF PROPERTY OWNER

Sharon M. Horvath
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/.

- 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 9th day of August, 2024.

[Signature]

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

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
- 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).

Steven L. Jones | Partner
Direct Dial: 678.336.7282
Cell Phone: 404.218.2756
E-mail: sjones@taylorenglish.com

October 21, 2024

VIA EMAIL: tsmith@fayettecountyga.gov & dbell@fayettecountyga.gov

Board of Commissioner of Fayette County, Georgia (the “BOC”)
c/o Tameca P. Smith, MBA, CMC, County Clerk &
Deborah Bell, RLA, Director, Community Development Department
140 Stonewall Avenue, West
Suite 100
Fayetteville, Georgia 30214

Re: Fayette County Parcel Identification Numbers (“TPNs”): 0552 030 and 0552 014 (collectively, the “Property”) owned by LDO Fayette, LLC (f/k/a Brent-Fayette, LLC) (the “Owner”); to-be-assigned Rezoning Petition Nos. (collectively, the “Application”) of Brent Holdings, LLC (the “Applicant”).

Dear Mmes. Bell and Smith:

This letter serves to convey the enclosed letter of intent for the above-referenced Application as well as standard, and procedurally required constitutional and *York* objections. Please ensure that all enclosures are included with the files for the Application and presented to the Fayette County Board of Commissioners (the “BOC”) prior to their final vote on the Application.

Should you have any questions/concerns regarding this letter, its attachments/enclosures, and/or the Application, please do not hesitate to contact me.

Sincerely,



Steven L. Jones

Enclosures

cc: Applicant

Narrative and Site Plan Submission:
Rezoning Application

Highway 85 & the Fayette County/Clayton County Line
Fayette County, Georgia

Property:

Fayette County Tax Parcel Numbers
0552 014 and 0552 030

Applicant:

Brent Holdings, LLC

c/o

Daniel Fields
270 North Jeff Davis Drive
Fayetteville, Georgia 30214
(770) 461-0478
dfields@brentholdings.net

&

Steven L. Jones
Taylor English Duma LLP
1600 Parkwood Circle
Suite 200
Atlanta, Georgia 30339
(404) 218-2756
sjones@taylorenghish.com

I. INTRODUCTION

Brent Holdings, LLC (the “Applicant”) respectfully requests the rezoning of two (2) parcels (the “Property”) more particularly described in its Rezoning Application to Amend the Official Zoning Map of Fayette County, Georgia (the “Application”). The Applicant is the contract purchaser of the Property and will be acting as the agent on behalf of the owner, LDO Fayette, LLC (the “Owner”).

The Property consists of Fayette County Tax Parcel Identification Numbers 0552 014 and 0552 030 and is 57.308 +/- acres. The Property fronts on and is accessed via Georgia State Route (i.e., “Highway”) 85 at the Fayette County and Clayton County line (“Property”).

The Property is currently zoned C-H, Highway Commercial District (“CH”). The Application seeks to rezone the Property to the M-1, Light Industrial District (“M-1”) to develop a commerce-industry complex with small business buildings ranging in size from approximately 12,000 square feet to 20,000 square feet and a distribution warehouse of approximately 260,000 square feet to the rear of the Property. The larger building is suitable for subdivision so that it can accommodate industries and business with various space requirements.

The proposed development is shown on the illustrative concept plan submitted with the Application. Please note that the concept plan submitted with the Application is conceptual in nature and subject to final engineering as well as the requirements of the business and industries that desire to locate and operate in Fayette County on the Property.

In order to accomplish the proposed development, which will drive economic development, retain jobs in Fayette County, and locate industry on a state route, the Applicant has submitted the Application.

II. ANALYSIS OF REZONING FACTORS

As demonstrated below, the Application satisfies the exclusive factors for rezoning set forth in Section 110-300 of The Zoning Ordinance of Fayette County, Georgia (the “Zoning Ordinance”), which is codified at Chapter 110 of The Code of Fayette County, Georgia. Below, each such factor is restated and is followed by the Applicant’s analysis of each factor.

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

The Fayette County Comprehensive Plan 2017-2040 (the “Comp. Plan”) designates the Property as being within a “**Nonresidential Corridor Area**,” which generally fronts state routes north of Fayetteville, Georgia. (Comp. Plan pp. GC-11, GC-21). In this area, the Comp. Plan anticipates “a large amount of nonresidential development (office, commercial[,] and industrial) . . . on both sides of a roadway.” (Comp. Plan. P. GC-11). “[A]pplicable zoning districts for this area based on the underlying land use category depicted on the Future Land Use Plan include . . . M-1, Light Industrial District.” (*Id.*).

The Property is identified on the Future Land Use Map (“FLUM”) within the Comp. Plan as being within the Commercial FLUM designation. And, the Comp. Plan identifies as a subset of properties within the Commercial FLUM designation that are along “SR 85 North of Fayetteville.” (*Id.*, p. L-11). **Specifically, this area on “SR 85 North of Fayetteville” and in which the Property is located, is “[a] nonresidential corridor [that] extends from the city limits of Fayetteville north to the county line. It provides an area where a variety of nonresidential uses including commercial, office, and light industrial are appropriate. The area contains opportunity for infill, redevelopment and new development.”** (*Id.*). Additionally, while “[t]he existing transportation pattern does not support large scale . . . warehousing or manufacturing uses, [which] traditionally, require more immediate access to an interstate systems, . . . **Fayette County will continue to receive interest from smaller commercial and industrial uses.**” (*Id.* at p. L-14). **That is exactly what the application proposes: small industrial uses of various sizes.**

To that end, the vast majority of industrial property used for industrial purposes within unincorporated Fayette County is along State Route 85. (Comp. Plan, pg. L-4 to L-5 (“The majority of industrial activity is centered north of Fayetteville along SR 85 North (BFI Landfill property, numerous auto salvage facilities, and Kenwood Business Park) and SR 314 (Lee Center).”).

Unfortunately, the Property remains undeveloped under its current zoning classification. Given that the Property remains undeveloped in its current state, a commerce-industry complex that is consistent with other uses along the corridor and the Comp. Plan would be appropriate and provide an opportunity for new development as service industries, small businesses, and industrial users are actively looking for space along the corridor given its access to Interstate 75. Although the Property’s Future Land Use Map (“FLUM”) designation of commercial does not typically correspond to the requested M-1 zoning district, the Comp. Plan makes clear that the Property is appropriate for the type of commercial-industrial development proposed by the Application. Additionally, a change in this zoning district, which is consistent with other zoning districts in the overall corridor and the Comp. Plan, would provide an opportunity for development on property that has remained undeveloped over a fifteen (15) year period in which economic tailwinds have encouraged development.

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

As previously mentioned, the Comp. Plan identifies the corridor that extends from the city limits of Fayetteville north to the county line as non-residential with opportunities for both commercial and light industrial development. The Property is bordered to (a) northwest and west by SR 84 and properties used for heavy commercial (and potentially light industrial) uses; (b) northeast and east by Camp Creek, the common boundary between Fayette County and Clayton County, and undeveloped property owned by the Clayton County Board of Commissioners, the Owner, and a third party; and (c) to the south by estate residential properties fronting on Oak Hill Drive and Green Valley Drive.

Evaluating the overall mix of uses in the identified corridor and the area in unincorporated Fayette County around the Property, there exists light heavy commercial/industrial, low-density residential, and commercial uses. Adjacent to the low-density residential properties—in other

words, along the southern border of the Property—there will be a seventy-five-foot (75') buffer that will ameliorate any incompatibility between the two uses. Additionally, as shown on the concept plan, activity areas of the development—i.e., the truck court and loading docks—face away and are on the side of the building opposite from the low-density residential uses. Given the existing uses in this area, the Applicant's proposed rezoning will complement, enhance, and be consistent with the current mixture of uses in that area. Thus, the requested rezoning will not decrease the value of surrounding properties. Rather, the development proposed by the Application will have a positive impact upon surrounding properties and their values.

(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 Application, if approved, would not result in a use which would or could cause an excessive or burdensome use of existing or planned streets, utilities, or schools. As noted above, the Comp. Plan envisions properties within the SR 85 corridor north of Fayetteville as being used for small commercial and industrial uses and acknowledges that SR 85 is intended and constructed for major thoroughfare traffic, including traffic towards interstate I-75. Given the extensive development along SR 85 and the availability of utilities, the Application, if approved, would not create an excessive or burdensome use of existing or planned utilities. Finally, the use will not impact schools as it will not affect the number of students utilizing existing or planned 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.

Based on its size and location, the Property is suitable for a small business commerce-industry complex with a combination of various building sizes that would be well situated for businesses and industries desiring to operate in Fayette County with convenient access to Interstate 75. The development trend around the Property, as noted by the Comp. Plan and above is consistent with the development proposed by the Application.

The Property's existing C-H zoning has rendered the Property without a market for an economically viable development. As a result, the present C-H zoning assigned to, and the undeveloped state of, the Property does not benefit the County. Therefore, the proposed rezoning would provide an opportunity for development of a commerce-industry complex that would generate economic benefits (i.e., jobs and tax revenue) to the County that are currently not being generated. Additionally, the proposed rezoning would not pose a threat to the public health, safety, morals, or general welfare of the public, and there is no gain to the public for this property to continue to remain as presently zoned and undeveloped.

III. CONCLUSION

For the foregoing reasons, the Applicant respectfully requests that the Fayette County Board of Commissioners approve the Application as requested by the Applicant with only conditions consented to by the Application. If there are any questions about this application, you may contact me at 770-461-0478 or dfields@brentholdings.net.

IV. PRESERVATION OF RIGHTS

Georgia law and the procedures of Fayette County require us 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 are required to and hereby raise the objections set forth in Exhibit "A" and Exhibit "B" hereto at this time:

Sincerely,

/s/ Daniel Fields

DANIEL FIELDS &
STEVEN L. JONES

EXHIBIT “A”**CONSTITUTIONAL OBJECTION**

As applied to the real property of LDO Fayette, LLC (the “Owner”), which is identified as Fayette County Tax Assessor Parcel No(s): 0552 014 and 0552 030 (collectively, the “Subject Property”) and is the subject of the previously-filed rezoning application (the “Application”) of Brent Holdings, LLC (the “Applicant”), and facially, the Zoning Ordinance of Fayette County, Georgia (the “Zoning Ordinance”), codified at Chapter 110 of the Code of Ordinances of Fayette County, Georgia (the “Code of Ordinances”) is unconstitutional in that the Applicant’s (and the Owner’s) property rights in and to the Subject Property have been destroyed without first receiving fair, adequate, and just compensation for such property rights. As applied to the Subject Property and facially, the Zoning Ordinance deprives the Applicant (and 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.

Application of the Zoning Ordinance to the Subject Property, and the Zoning Ordinance facially, are unconstitutional, illegal, arbitrary, capricious, null, and void, constituting takings of the Subject 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 (and the Owner) of an economically viable use of the Subject Property while not substantially advancing legitimate state interests.

Inasmuch as it is impossible for the Applicant (and/or the Owner) to use the Subject Property and simultaneously comply with the Zoning Ordinance, the Zoning Ordinance, as applied to the Subject Property, and the Zoning Ordinance facially, constitute arbitrary, capricious, and unreasonable acts by Fayette County, Georgia 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.

Application of the Zoning Ordinance to the Subject Property and the Zoning Ordinance facially are unconstitutional and discriminate against the Applicant (and the Owner) in arbitrary, capricious, and unreasonable manners between the Applicant (and 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.

Failure to approve the Application, with only those conditions consented to by the Applicant, would be unjustified from a fact-based standpoint and instead would result only from

EXHIBIT "A"

constituent opposition, which would be an unlawful delegation of authority in violation of Article IX, Section II, Paragraph IV of the Constitution of the State of Georgia of 1983.

WHEREFORE, the Applicant and the Owner request that the Board of Commissioners of Fayette County, Georgia approve the Application, as specified and designated therein, with only conditions consented to by the Applicant.

Respectfully submitted this 21st day of October 2024.

TAYLOR ENGLISH DUMA LLP
Counsel for Applicant/Owner

/s/ Steven L. Jones

Steven L. Jones

Georgia State Bar No.: 639038

1600 Parkwood Circle
Suite 200
Atlanta, Georgia 30339
(678) 336-7282
sjones@taylorenghish.com

EXHIBIT “B”**OBJECTION TO AND FOR ZONING HEARING BASED ON
YORK V. ATHENS COLLEGE OF MINISTRY, INC.**

As applied to Brent Holdings, LLC (the “Applicant”) and the real property of LDO Fayette, LLC (the “Owner”), which is identified as Fayette County Tax Assessor Parcel No(s): 0552 014 and 0552 030 (the “Subject Property”) and is the subject of the previously-filed rezoning application regarding the Subject Property (the “Application”) of the Applicant, any and every public hearing regarding, and any Board of Commissioners of Fayette County, Georgia (“BOC”) action (including, but not limited, any final action) on, the Application, and the Zoning Ordinance of Fayette County, Georgia (the “Zoning Ordinance”), codified at Chapter 110 of the Code of Ordinances of Fayette County, Georgia (the “Code of Ordinances”) facially and as applied to the Subject Property, the Applicant, the Owner, and the Application, are objected to by Applicant and 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 and Owner are filing a Constitutional Objection, and all Objections set forth therein are incorporated herein by reference as if fully restated. The Applicant and Owner object to any and every public and other hearing(s) regarding the Application, including, but not limited to, those before the BOC and/or the Planning Commission of Fayette County Georgia (the “Planning Commission”), 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 and 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 and Owner object 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 and/or the Planning Commission 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 of Fayette County, Georgia (the “Zoning Ordinance”), codified at Chapter 110 of the Code of Ordinances of Fayette County, Georgia (the “Code of Ordinances”); (f) present evidence and/or make statements that are founded, wholly or in part, upon inadmissible, unreliable, nonprobative, insubstantial, and/or lay, nonexpert opinion evidence; and/or (g) fail to disclose any and every campaign (or other) contribution to any member of the BOC.

Additionally, the Applicant and Owner object to any BOC action that does not approve the Application or approves the Application with conditions not consented to by the Applicant and any other action of the County and/or the Planning Commission 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 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) contrary to the report(s) and recommendation(s), to the extent the Applicant consents to the conditions thereof, of (1) the Fayette County, Georgia Department of Planning and Zoning (or any assigns thereof); (2) the Fayette County Planning Commission; and/or (3) any other Department or agency of Fayette County, Georgia or the State of Georgia; (c) founded, wholly or in part, upon inadmissible, unreliable, nonprobative, insubstantial, and/or lay, nonexpert opinion evidence; (d) 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; (e) based, in whole or in part, on evidence and/or information received by the BOC (1) outside of the public hearing on the Application; (2) by *ex parte* or other similar means; and/or (3) otherwise in a manner which does not afford the Applicant a right to respond to or otherwise confront all evidence considered by the BOC in its evaluation of the Application; (f) 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; and/or (g) 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 contends is the case for the applicable ordinances, resolutions, and maps, including, but not limited to, the Zoning Ordinance.

By and through this *York* Objection, the Applicant and Owner hereby preserve 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 and the Owner request that the Board of Commissioners of Fayette County, Georgia approve the Application, as specified and designated therein, with only conditions consented to by the Applicant.

Respectfully submitted this 21st day of October 2024.

TAYLOR ENGLISH DUMA LLP
Counsel for Applicant/Owner


/s/ Steven L. Jones

Steven L. Jones

Georgia State Bar No.: 639038

1600 Parkwood Circle
Suite 200
Atlanta, Georgia 30339
(678) 336-7282
sjones@taylorenghish.com

Return Recorded Document to:
Edwin S. Kemp, Jr.
101 N. Main Street
Jonesboro, GA 30236


Doc ID: 010542840004 Type: WD
Recorded: 12/14/2018 at 04:50:00 PM
Fee Amt: \$158.50 Page 1 of 4
Transfer Tax: \$142.50
Fayette, Ga. Clerk Superior Court
Sheila Studdard Clerk of Court
BK 4822 PG 63-66

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF CLAYTON

THIS INDENTURE, made the 14th day of December, 2017, between **HERITAGE BANK**, party of the first part, and **BRENT-FAYETTE, LLC**, a Georgia limited liability company, party of the second part,

WITNESSETH That: the said party of the first part, for and in consideration of the sum of **TEN AND 00/100 DOLLARS (\$10.00)** and other goods and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns, all that tract or parcel of land

See Exhibit "A" attached hereto and by reference made a part hereof.

This conveyance is made subject to all easements and restrictions of record.

The purpose of this instrument is to replace that certain Limited Warranty Deed dated December 21, 2017, between the parties herein which was lost or misplaced prior to recording.

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 party of the second part, his heirs and assigns, forever, in **FEE SIMPLE**.

AND THE SAID party of the first part, for his heirs, executors and administrators, will warrant and forever defend the right and title to the above described property, unto the said party of the second part, his heirs and assigns, against claims of all persons owning, holding or claiming by, through or under the said party of the first part.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal, the day and year above written.

HERITAGE BANK

BY: Dondra Clark (Seal)
NAME: Dondra Clark
TITLE: First Vice President

Signed, sealed and delivered in the presence of:

Brenda Kemp
Unofficial Witness

Renee Graham
Notary Public



EXHIBIT "A"

TRACT ONE

All that tract or parcel of land lying and being in Land Lot 248 of the 5th District of Fayette County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin on the Southeasterly side of Georgia State Highway #85, said pin located 280 feet Southwesterly from the concrete right-of-way marker on the common boundary of land formerly owned by O.B. Tyler and land now or formerly owned by Oliver Coogler and Mary Ruth Coogler, as measured along the Southeasterly side of Georgia State Highway #85; running thence South 65 degrees East, 470 feet to a point; thence South 17 degrees West, 211 feet to a point; thence North 86 degrees West, 470 feet to a point on the Southeasterly side of Georgia State Highway #85; thence Northeasterly along the Southeasterly side of Georgia State Highway #85, 211 feet to an iron pin and the point of BEGINNING, together with all fixtures and personal property attached to and constituting a part of said property, and replacements and additions.

TRACT TWO

All that tract or parcel of land lying and being in Land Lot 248 of the 5th District of Fayette County, Georgia, being 56.164 acres, more or less, as depicted per survey prepared for Dan Stinchcomb by Kenneth Edward Presley, Registered Land Surveyor, dated July 27, 1984, and being more particularly described as follows:

BEGINNING at a point located at the intersection of the southeasterly right-of-way of Georgia State Route Number 85 with the centerline of Camp Creek; thence proceed in a southeasterly direction along the centerline of Camp Creek; and with the meanderings thereof, to a point located at the intersection of the centerline of Camp Creek with the southern boundary of Land Lot 248 (this last call is represented by a chord direction of South 37° 32' 52" East for a chord distance of 2,825.96 feet); thence proceed along the southerly boundary of Land Lot 248, North 89° 46' 24" West for a distance of 1,606.0 feet to an iron pin set; thence continue along the southern boundary of Land Lot 248 North 89° 48' 00" West for a distance of 196.4 feet to an iron pin found; thence proceed North 04° 48' 14" West for a distance of 204.9 feet to an iron pin set; thence proceed South 89° 43' 10" West for a distance of 159.6 feet to an iron pin found; thence proceed North 06° 41' 12" East for a distance of 514.27 feet to an iron pin found; thence proceed North 65° 26' 16" West for a distance of 500.61 feet to an iron pin found on the southeasterly right-of-way of Georgia State Route Number 85; thence proceed along the southeasterly right-of-way of Georgia State Route Number 85, North 14° 50' 00" East for a distance of 208.94 feet to an iron pin found; thence proceed South 63° 37' 39" East for a distance of 473.26 feet to an iron pin found; thence proceed North 19° 09' 53" East for a distance of 211.37 feet to an iron pin found; thence proceed South 68° 11' 40" East for a distance of 158.78 feet to an iron pin set; thence proceed North 23° 39' 12" East for a distance of 280.00 feet to an iron pin set; thence proceed North 64° 42' 48" West for a distance of 627.00 feet to an iron pin found on the southeasterly right-of-way of Georgia State Route Number

EXHIBIT "A" CONTINUED

85; thence proceed along the southeasterly right-of-way of Georgia State Route Number 85, North $25^{\circ} 37' 08''$ East for a distance of 830.0 feet to a point located at the intersection of the southeasterly right-of-way of Georgia State Route Number 85 with the centerline of Camp Creek, being the point of BEGINNING, all according to the aforementioned survey, together with all fixtures and personal property attached to and constituting a part of said property, and replacements and additions.

Less and Except:

All that tract or parcel of land lying and being in Land Lot 248 of the 5th Land District of Fayette County, Georgia, and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at the intersection of the southerly right-of-way of Stetson Circle (a proposed 60 foot right-of-way) with the easterly right-of-way of Georgia State Highway 85 (a 180 foot right-of-way), thence proceed in a northeasterly, easterly and southeasterly direction along the southerly and southwesterly right-of-way of Stetson Circle a distance of 1,301.6 feet to a point, such point being the POINT OF BEGINNING; thence proceed south $33^{\circ} 23'$ east along the southwesterly right-of-way of Stetson Circle a distance of 37.36 feet to a point, thence proceed north $56^{\circ} 37'$ east a distance of 60.0 feet to a point, thence proceed south $33^{\circ} 23'$ east along the northeasterly right-of-way of Stetson Circle a distance of 11.74 feet to a point, thence proceed in a southeasterly direction along the northeasterly right-of-way of Stetson Circle a chord distance of 101.559 feet, and an arch distance of 101.571 feet to a point, thence proceed south $30^{\circ} 23'$ east along the northeasterly right-of-way of Stetson Circle a distance of 287.18 feet to a point, thence proceed in a southeasterly, southerly and southwesterly direction along the northeasterly, easterly and southerly right-of-way of Stetson Circle an arch distance of 363.95 feet to a point, thence proceed north $61^{\circ} 26'$ west along the southwesterly right-of-way of Stetson Circle a distance of 423.56 feet to point, thence proceed north $28^{\circ} 34'$ east a distance of 60.0 feet to a point; thence proceed north $33^{\circ} 14' 25''$ east a distance of 170.9 feet to a point; thence proceed north $49^{\circ} 33'$ east a distance of 212.0 feet to a point, such point being the POINT OF BEGINNING.

The subject tract contains a total of 4.35 acres and is fully depicted on a plat of survey entitled "Release Plat for Jerry Ballard Homes" dated December 8, 1986, and prepared by Steed and Boyd, Registered Land Surveyors. Such plat of survey is, by this reference, incorporated in and made a part hereof.

-AND-

TRACT THREE

All that tract or parcel of land lying and being in Land Lot 248 of the 5th Land District of Fayette County, Georgia, and being more particularly described as follows:

EXHIBIT "A" CONTINUED

To find the point of beginning, commence at the intersection of the southerly right-of-way of Stetson Circle (a proposed 60 foot right-of-way) with the easterly right-of-way of Georgia State Highway 85 (a 180 foot right-of-way), thence proceed in a northeasterly, easterly and southeasterly direction along the southerly and southwesterly right-of-way of Stetson Circle a distance of 1,301.6 feet to a point, such point being the point of beginning; thence proceed south 33° 23' east along the southwesterly right-of-way of Stetson Circle a distance of 37.36 feet to a point; thence proceed north 56° 37' east a distance of 60.0 feet to a point; thence proceed south 33° 23' east along the northeasterly right-of-way of Stetson Circle a distance of 11.74 feet to a point; thence proceed in a southeasterly direction along the northeasterly right-of-way of Stetson Circle a chord distance of 101.559 feet, and an arch distance of 101.571 feet to a point; thence proceed south 30° 23' east along the northeasterly right-of-way of Stetson Circle a distance of 287.18 feet to a point; thence proceed in a southeasterly, southerly and southwesterly direction along the northeasterly, easterly and southerly right-of-way of Stetson Circle an arch distance of 363.95 feet to a point; thence proceed north 61° 26' west along the southwesterly right-of-way of Stetson Circle a distance of 423.56 feet to a point; thence proceed north 28° 34' east a distance of 60.0 feet to a point; thence proceed north 33° 14' 25" east a distance of 170.9 feet to a point; thence proceed north 49° 33' east a distance of 212.0 feet to a point, such point being the point of beginning, together with all fixtures and personal property attached to and constituting a part of said property, and replacements and additions.

The subject tract contains a total 4.35 acres and is fully depicted on a plat of survey entitled "Release Plat for Jerry Ballard Homes" dated December 8, 1986, and prepared by Steed and Boyd, Registered Land Surveyors. Such plat of survey is, by this reference, incorporated in and made a part hereof.

Legal Description

Tract I

Parcel No. 0552 030

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 248, 5th District, Fayette County, Georgia, and containing 2.242 acres, as per plat of survey prepared by Ronald T. Godwin, Registered Land Surveyor, dated 09/12/2024 and being more particularly described as follows:

Beginning at a point on the right-of-way of Georgia State Highway 85, 1,100.25 feet southwest from the intersection formed by the southeasterly right-of-way of Georgia State Highway 85 (R/W Varies) and the centerline of Camp Creek, and being the TRUE POINT OF BEGINNING; Thence proceed South $63^{\circ} 11' 26''$ East a distance of 461.50 feet to a $\frac{1}{2}$ " rebar set; Thence proceed South $19^{\circ} 33' 55''$ West a distance of 211.16 feet to a 1" open top pipe found; Thence proceed North $63^{\circ} 30' 10''$ West a distance of 462.26 feet to a point on the southeasterly right-of-way of Georgia State Highway 85; Thence proceed along the right-of-way of said highway 213.62 feet, along a curve, curving to right, said curve having a radius of 2808.00 feet, and a chord bearing North $19^{\circ} 51' 10''$ East and a chord distance of 213.57 feet to a point and being the TRUE POINT OF BEGINNING;



THIS IS NOT A SURVEY. FOR INFORMATION ONLY.

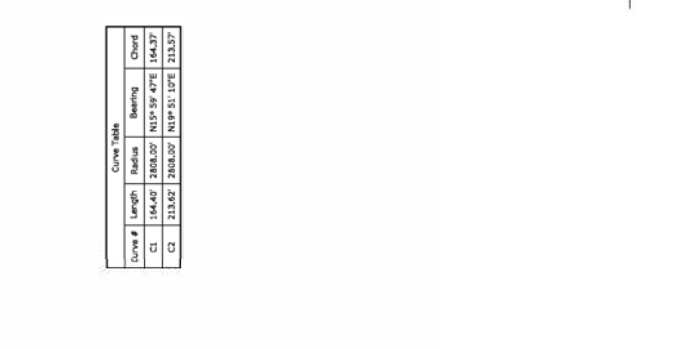
Line #	Direction	Length
L1	N64° 07' 46" W	110.15'
L2	S68° 23' 14" W	159.99'
L3	N27° 36' 45" E	44.94'
L4	N26° 11' 17" E	135.46'
L5	N24° 11' 17" E	394.20'

Curve #	Length	Radius	Bearing	Chord
C1	184.07'	2808.00'	N15° 59' 47" E	184.37'
C2	213.62'	2808.00'	N19° 51' 10" E	213.37'

Tract I
 2,442 Acres
 97,658 Sq. Ft.
 Fayette County
 Parcel No. 02225220

Tract II
 55,046 Acres
 2,398,672 Sq. Ft.
 Fayette County
 Parcel No. 02225217

Tract III
 19,720 Acres
 859,824 Sq. Ft.
 Fayette County
 Parcel No. 02225220



- CONVEYANCE**
- 1. The survey was conducted by the Surveyor General's Office, State of Georgia, on the date stated above.
 - 2. The survey was conducted by the Surveyor General's Office, State of Georgia, on the date stated above.
 - 3. The survey was conducted by the Surveyor General's Office, State of Georgia, on the date stated above.
 - 4. The survey was conducted by the Surveyor General's Office, State of Georgia, on the date stated above.
 - 5. The survey was conducted by the Surveyor General's Office, State of Georgia, on the date stated above.

ABSTRACT

This plat is a reproduction of the original plat on file in the County Clerk's Office, Clayton County, Georgia. It is not a survey and should not be used as such. It is for informational purposes only. This plat does not constitute a warranty of any kind, express or implied. The Surveyor General's Office, State of Georgia, is not responsible for any errors or omissions in this plat. The Surveyor General's Office, State of Georgia, is not responsible for any errors or omissions in this plat. The Surveyor General's Office, State of Georgia, is not responsible for any errors or omissions in this plat.





**Urban
Engineers, Inc.**
3654 BEAUFORT BLVD., SUITE 200
PRAIRIE RIDGE, GEORGIA 30067
PHONE: 404-878-8333
WWW.JFURBANENGINEERS.COM

PROFESSIONAL SEAL

12/6/2020

NO.	DATE	DESCRIPTION

PROJECT NAME
####

####



####

####

####

####

####

####

####

####

####

####

####

####

####

####

####

####

####

####

####

####

####

####

####

####

####

####

####

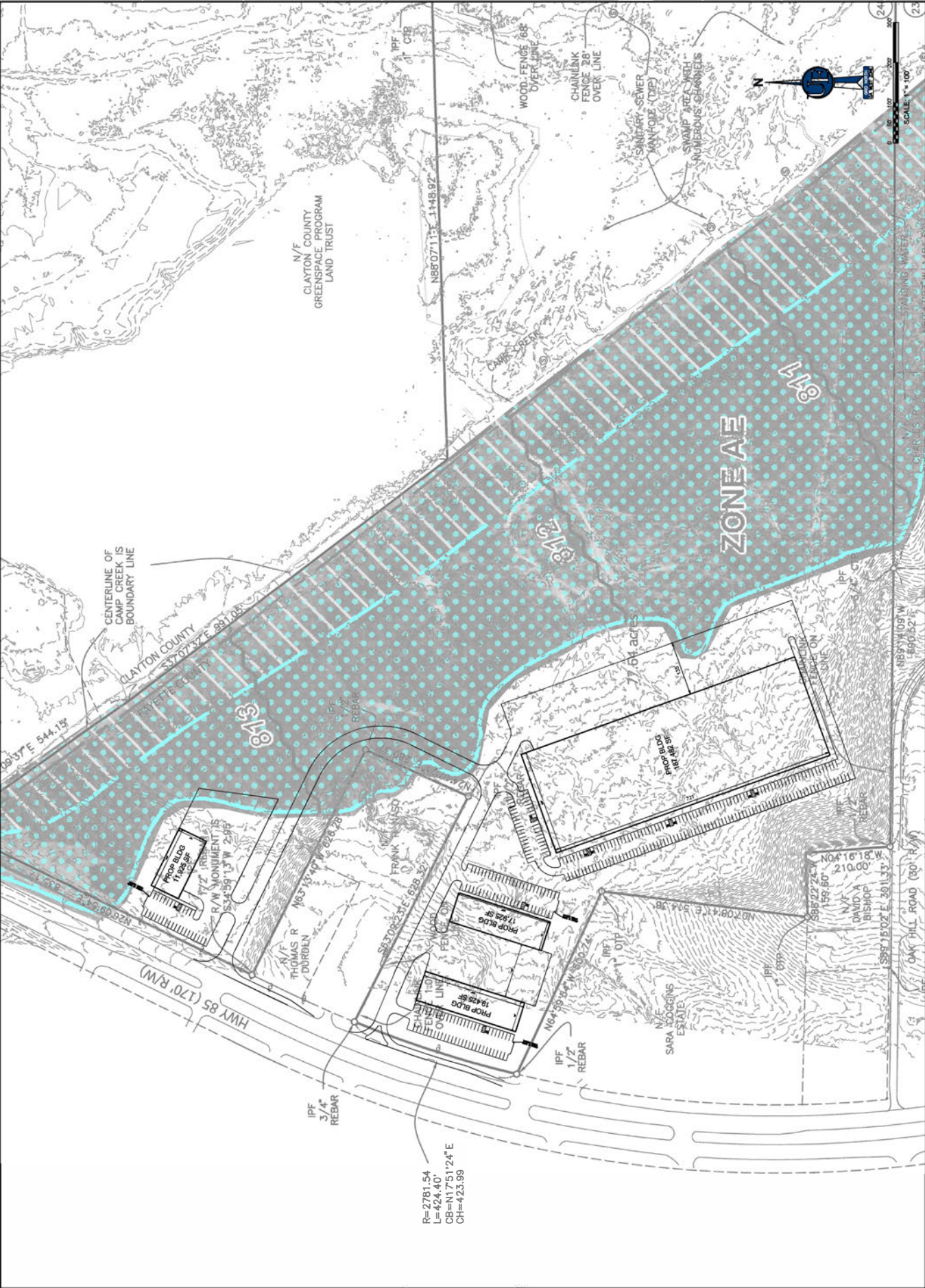
####

####

####

####

1/5 of 52



R=2781.54
L=424.40'
CB=N17°51'24"E
CH=423.99

Surveying Means Methods for more than 60 years.

11/27/2020 1:18 PM

To: Fayette Daily News
From: Fayette County Planning and Zoning
Date: November 14, 2024
Subject: Legal Ad to Run

Petition No: **1358-24-A**

Legal Ad to Run: November 20, 2024

Billing Address: Fayette County Planning & Zoning Department
140 Stonewall Avenue West
Suite 202
Fayetteville, GA 30214

Petition No: 1358-24-A

Ad to Run: November 20, 2024

**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, December 12, 2024, at 2:00 P.M.**, in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Public Meeting Room, First Floor, Fayetteville, Georgia.

Petition No.:	1358-24-A
Owner/Agent:	LDO Fayette, LLC (f/k/a Brent-Fayette, LLC) Daniel Fields, Steven L. Jones, Partner Taylor English Duma LLP, Agents
Existing Zoning District:	A-R
Proposed Zoning District:	M-1
Parcel Number:	0552 030
Area of Property:	2.242 acres
Proposed Use:	Light Industrial District
Land Lot(s)/District:	Land Lot 248 of the 5 th District
Fronts on:	N Highway 85 and Oak Hill Road

PROPERTY DESCRIPTION

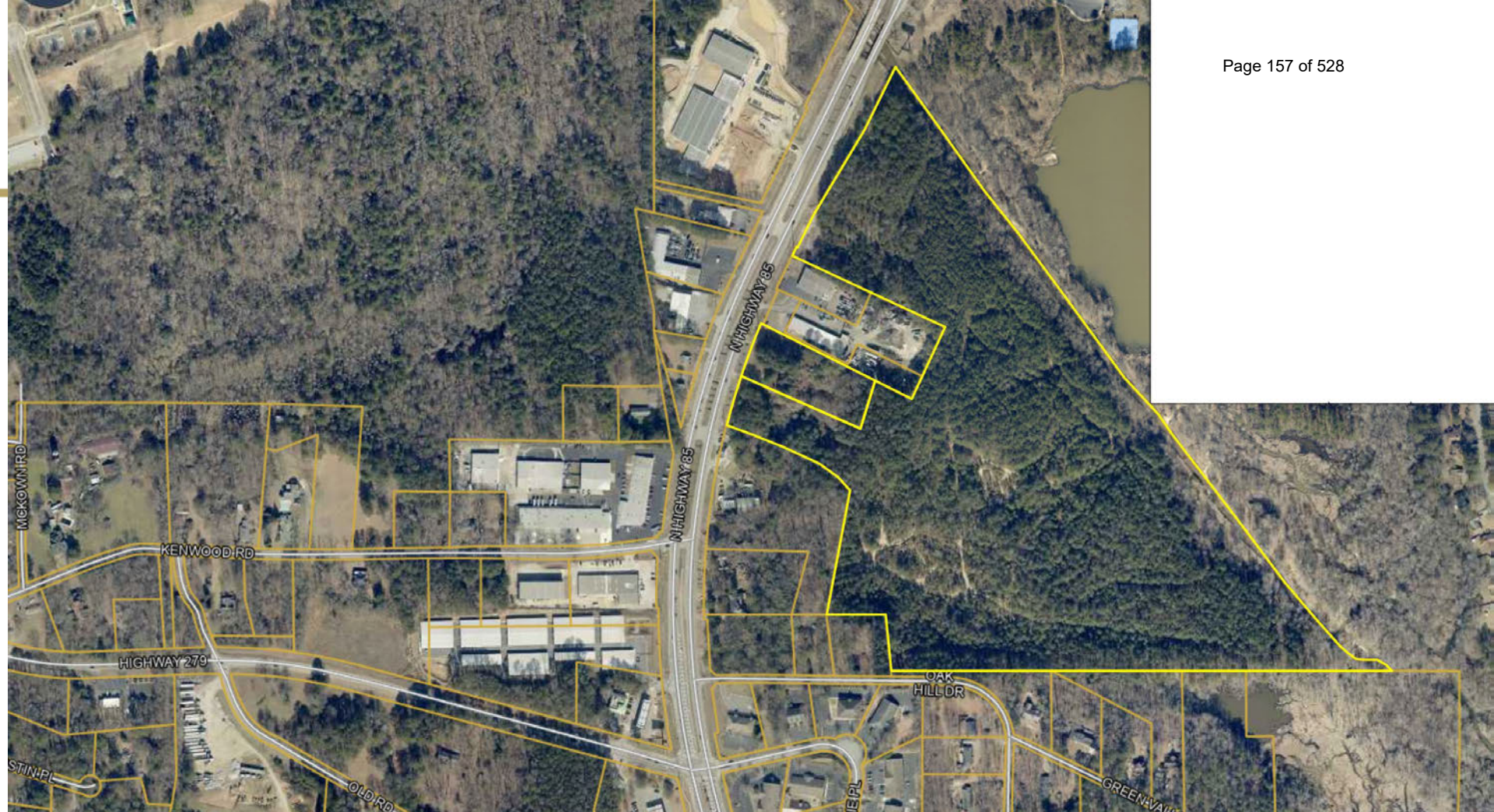
**TRACT ONE 2.242 acres
(Parcel 0552 030)**

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 248, 5th District, Fayette County, Georgia, and containing 2.242 acres, as per plat of survey prepared by Ronald T. Godwin, Registered Land Surveyor, dated 09/12/2024 and being more particularly described as follows: Beginning at a point on the right-of-way of Georgia State Highway 85, 1,100.25 feet southwest from the intersection formed by the southeasterly right-of-way of Georgia State Highway 85 (R/W Varies) and the centerline of Camp Creek, and being the TRUE POINT OF BEGINNING; Thence proceed South 63° 11' 26" East a distance of 461.50 feet to a 1/2" rebar set; Thence proceed South 19° 33' 55" West a distance of 211.16 feet to a 1" open top pipe found; Thence proceed North 63° 30' 10" West a distance of 462.26 feet to a point on the southeasterly right-of-way of Georgia State Highway 85; Thence proceed along the right-of-way of said highway 213.62 feet, along a curve, curving to right, said curve having a radius of 2808.00 feet, and a chord bearing North 19° 51' 10" East and a chord distance of 213.57 feet to a point and being the TRUE POINT OF BEGINNING

Brent Holdings County Line Commerce-Industry Complex

By: Steven L. Jones
sjones@taylorenghish.com
(404) 218-2756

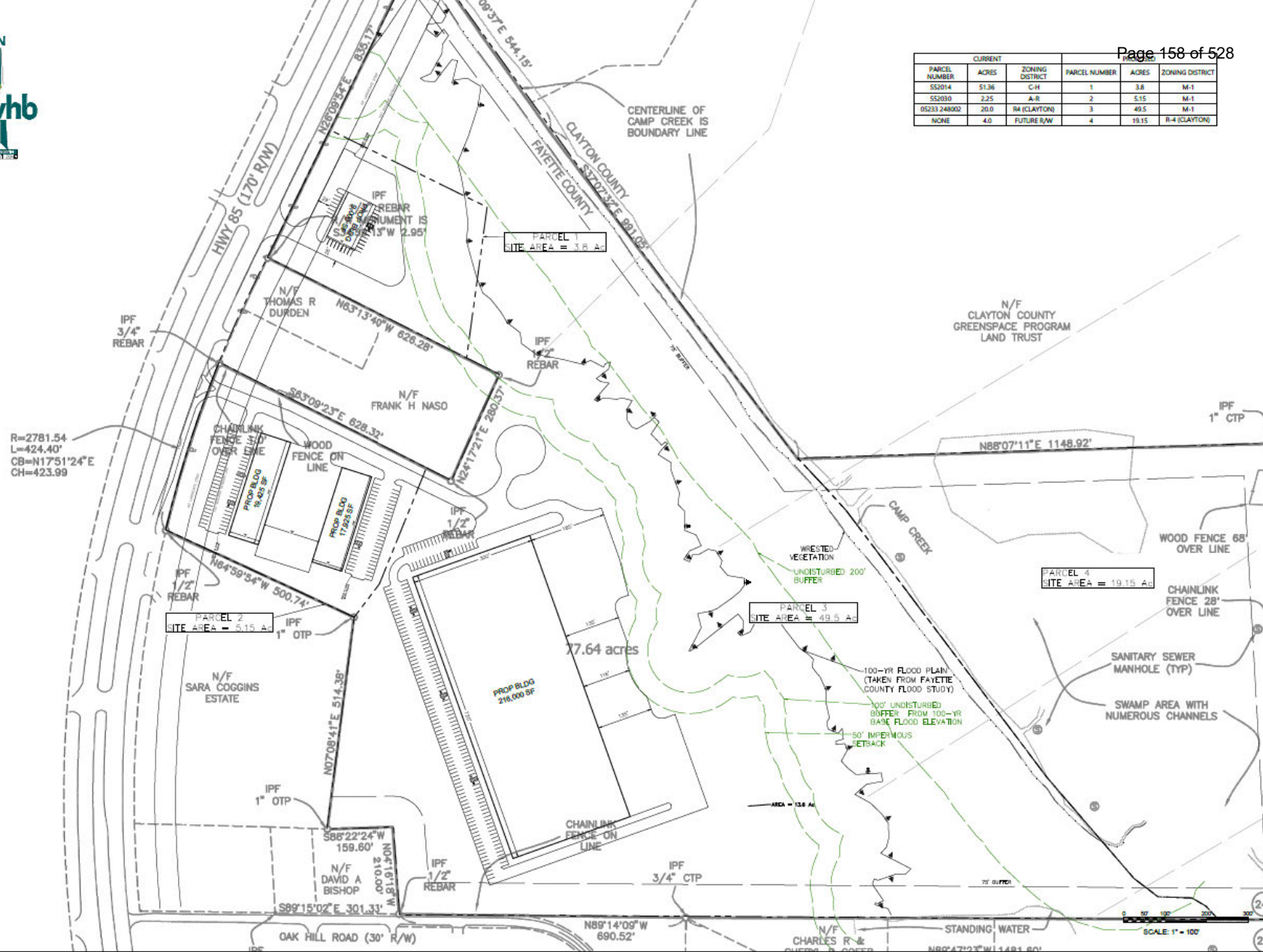
taylor | english



- TPNs 0552 030, 0552 014
- 57.308 Acres

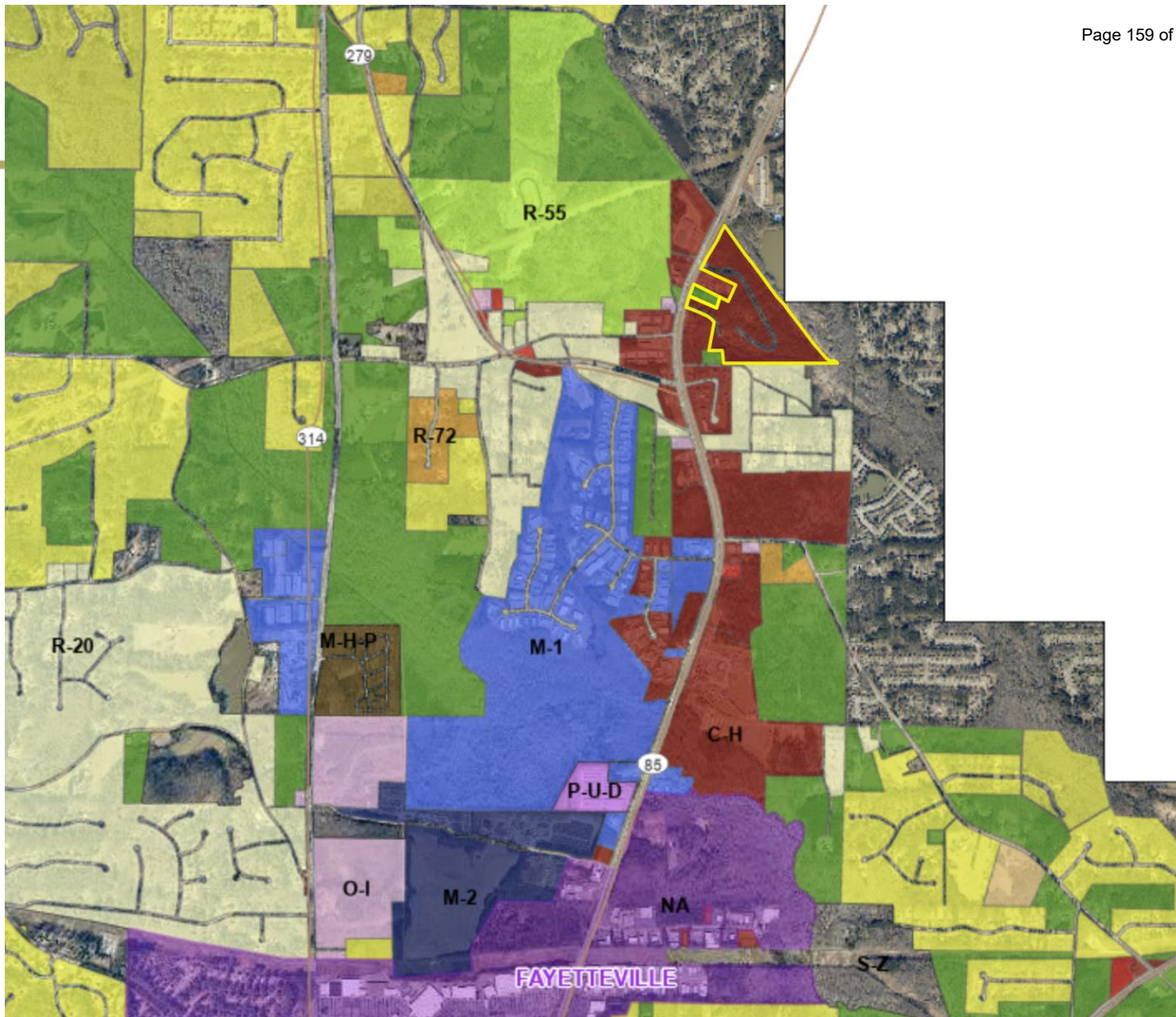


CURRENT					
PARCEL NUMBER	ACRES	ZONING DISTRICT	PARCEL NUMBER	ACRES	ZONING DISTRICT
55014	51.36	CH	1	3.8	M-1
55089	2.25	A-R	2	5.15	M-1
3523124802	20.0	R4 (CLAYTON)	3	49.5	M-1
NONE	4.0	FUTURE R/W	4	19.15	R-4 (CLAYTON)



PROFESSIONAL SEAL	
PROJECT NAME	####
DATE CONTACT	
REVISIONS	
PROJECT INFORMATION	
SHEET NAME	####
SHEET NUMBER	####





Comp. Plan – Comm. & Non-Res. Corridor

- *Comp. Plan:*
 - *Nonresidential Corridor Area - **SR 85 North of Fayetteville:***
 - *A nonresidential corridor, this area extends from the city limits of Fayetteville north to the county line. It provides an area where a variety of nonresidential uses including commercial, office, and **light industrial are appropriate**. The area contains opportunity for infill, redevelopment and new development. (p. GC-11, -21)*
 - *In this area, the Comp. Plan **anticipates “a large amount of nonresidential development (office, commercial and industrial) on both sides of [the] roadway.”** (p. GC-11)*
 - *“Applicable zoning districts . . . Include M-1, Light Industrial.” (p. GC-11)*

Comp. Plan – Comm. & Non-Res. Corridor Prior Precedential Rezoning

028

Page 28 of 166

PETITION NO: 1319-22

REQUESTED ACTION: O-I to M-1

PROPOSED USE: Multi Tenant Light Industrial

EXISTING USE: Undeveloped

LOCATION: S.R. 85 & Carnes Drive

DISTRICT/LAND LOT(S): 5th District, Land Lot 216

OWNER: Ann Kimbell

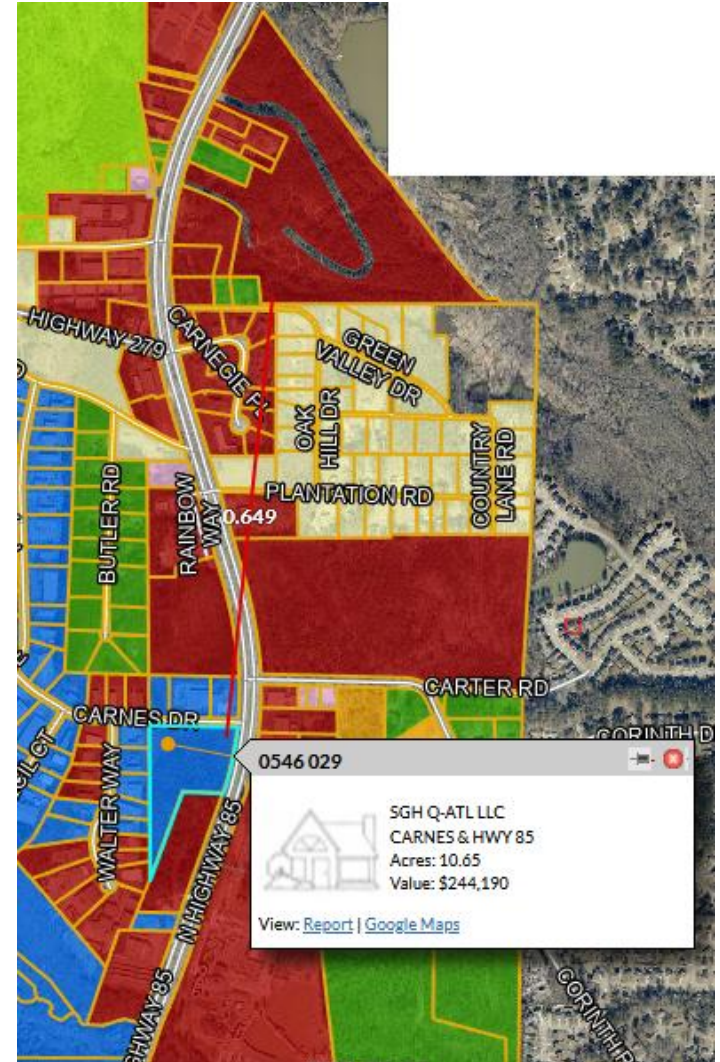
AGENT: David Weinstein

PLANNING COMMISSION PUBLIC HEARING: June 2, 2022

BOARD OF COMMISSIONERS PUBLIC HEARING: June 23, 2022

APPLICANT'S INTENT

Applicant proposes to rezone 10.651 acres from O-I to M-1 for a multi-tenant light industrial facility.



Comp. Plan – Comm. & Non-Res. Corridor Prior Precedential Rezoning

STAFF ANALYSIS

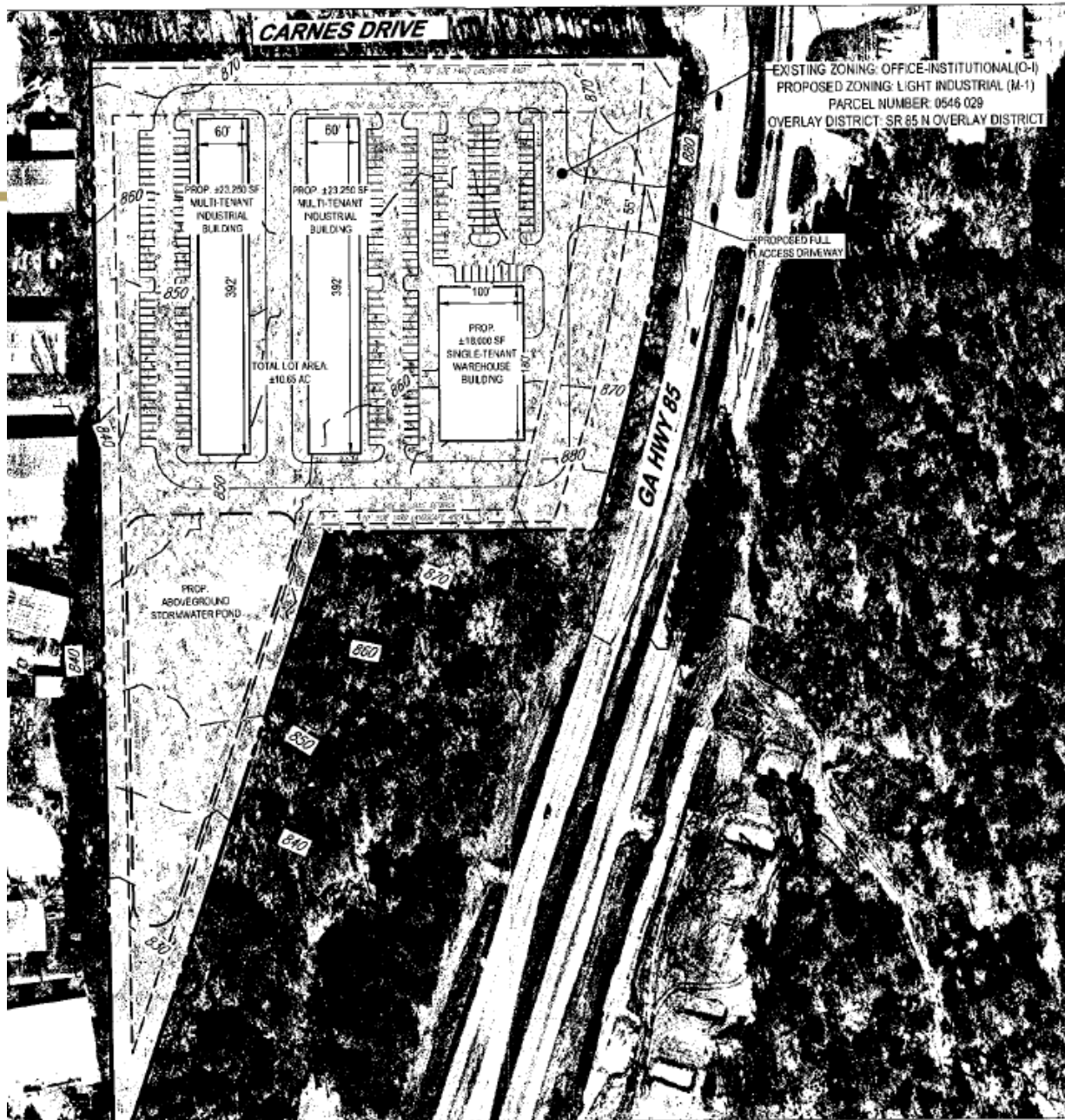
This request is based on the petitioner's intent to rezone said property from O-I to M-1 for the purpose of developing Light-Industrial. Per Section 110-300 of the Fayette County Zoning Ordinance, Staff makes the following evaluations:

1. The subject property lies within an area designated for Commercial. This request conforms to the Fayette County Comprehensive Plan in terms of the SR 85 North of Fayetteville commercial area description which states:

SR 85 North of Fayetteville: A nonresidential corridor, this area extends from the city limits of Fayetteville north to the county line. It provides an area where a variety of nonresidential uses including commercial, office, and light industrial are appropriate. The area contains opportunity for infill, redevelopment and new development.

2. The proposed rezoning will not adversely affect the existing use or usability of adjacent or nearby property.
3. The proposed rezoning will not result in a burdensome use of roads, utilities, or schools.
4. Existing conditions and the area's continuing development as a non-residential district support this petition.

Based on the foregoing Investigation and Staff Analysis, Staff recommends **APPROVAL**.

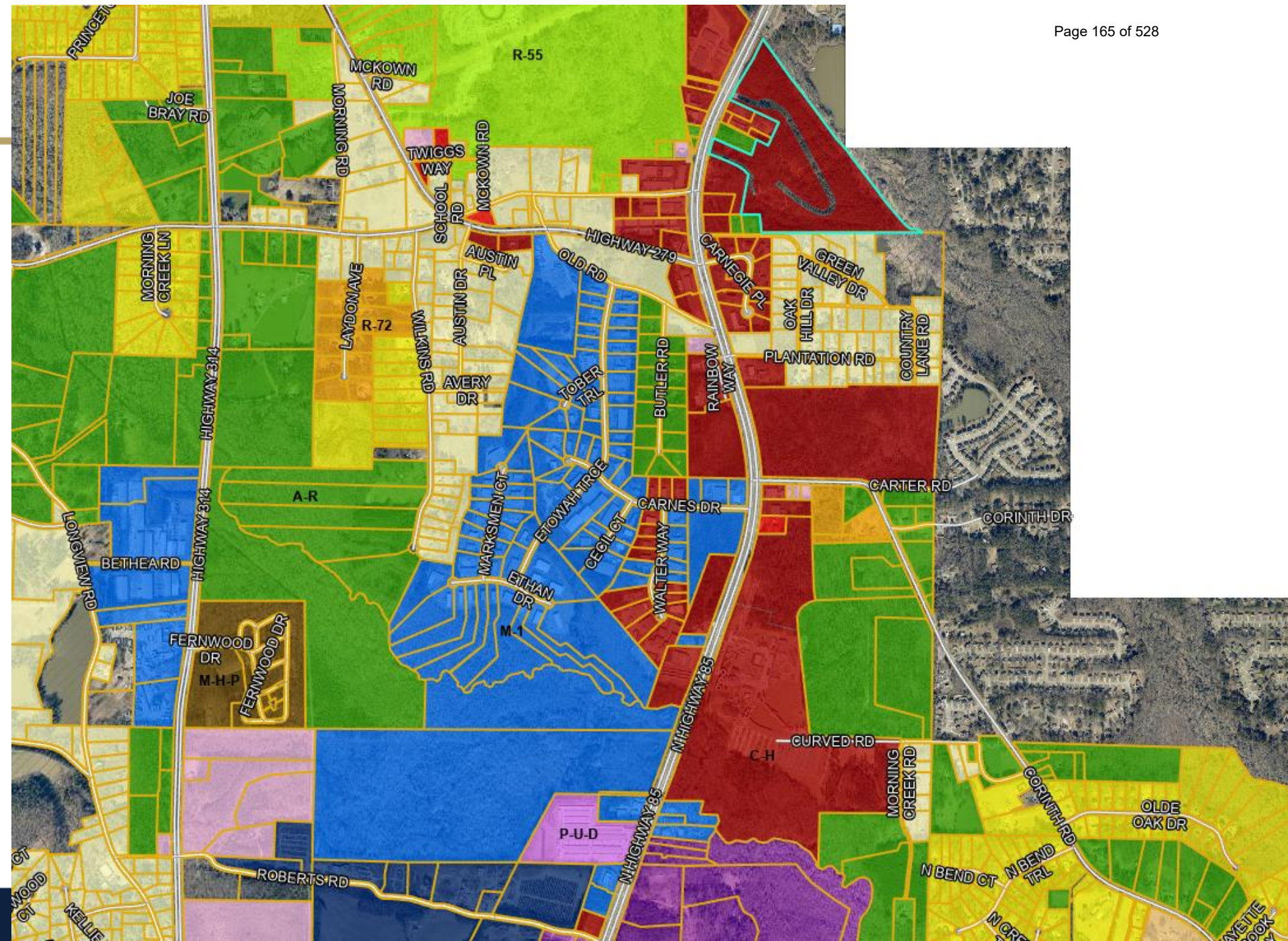


EXISTING ZONING: OFFICE-INSTITUTIONAL (O-I)
PROPOSED ZONING: LIGHT INDUSTRIAL (M-1)
PARCEL NUMBER: 0546 029
OVERLAY DISTRICT: SR 85 N OVERLAY DISTRICT

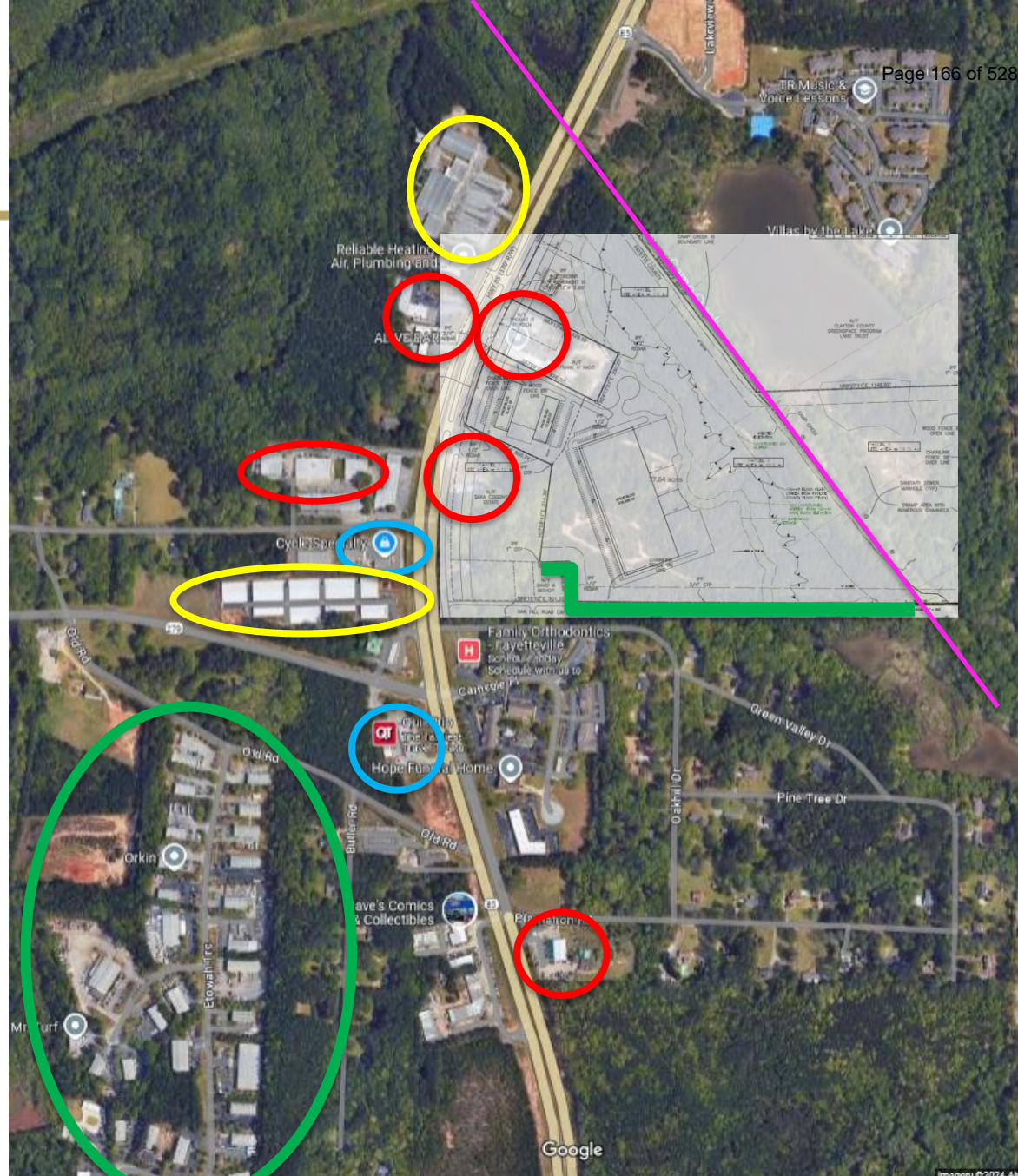
PROPOSED FULL ACCESS DRIVEWAY

Comp. Plan – Comm. & Non-Res. Corridor Prior Precedential Rezoning

- June 23, 2022 Minutes
 - Commissioner Oddo moved to approve Petition No. 1319-22, Ann Kimbell, Owner and David Weinstein, Agent, request to rezone 10.651 acres from O-I to M-1 for a Multi-Tenant Light Industrial Facility; property located in Land Lot 216 of the 5th District and front(s) on S.R. 85 and Carnes Drive. Vice Chairman Gibbons seconded.
 - The motion passed 4-0. Commissioner Maxwell was absent.



- Yellow – Self Storage
- Red – Auto Repair/Service
- Blue – Gas Station
- Green – General Industrial
- Purple – (approx.) County Line

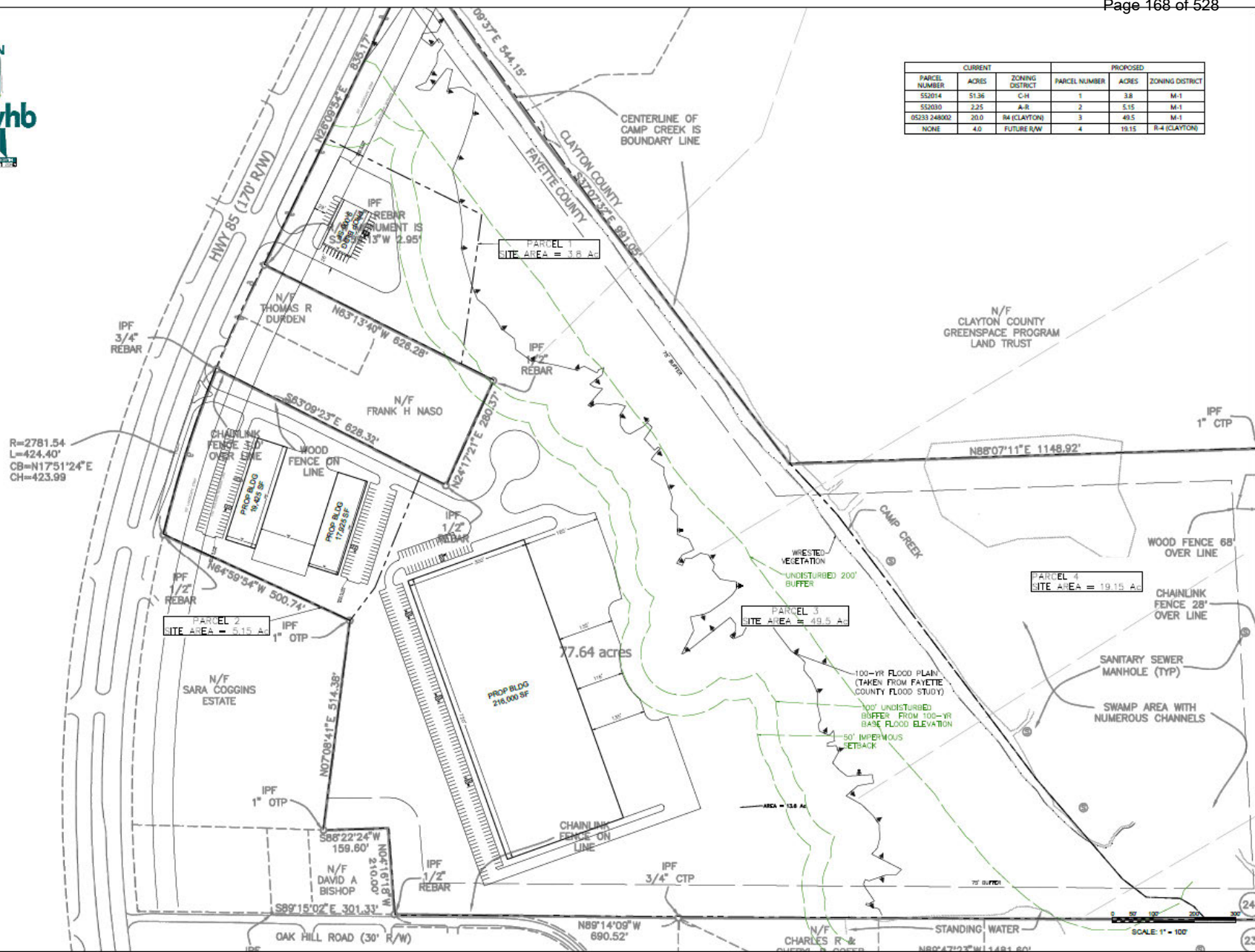


M-1 Permitted Uses (examples)

- Light manufacturing, including
 - Electronic device assembly
 - Assembly of products from previously prepared materials
 - Bottling and/or canning plant
 - Ceramic products
 - Light sheet metal products
 - Manufacturing of food, cosmetics and pharmaceutical products
 - Machine/welding shop
 - Other manufacturing, processing, packaging or handling of similar nature (not noxious uses)
 - Production and/or sales of commercial/industrial hardware
- Medical laboratory
- Restaurant supply
- TV/movie/media production
- Blueprinting and/or graphics services
- Building construction/contracting and related activities
- Cabinet manufacturing, sales, repair, and/or installation
- Grading service
- Land development firms
- Landscaping service



CURRENT		PROPOSED	
PARCEL NUMBER	ACRES	PARCEL NUMBER	ACRES
SS2014	51.36	1	3.8
SS2030	2.25	2	5.15
05233 24802	20.0	3	49.5
NONE	4.0	4	19.15



PROFESSIONAL SEAL

PROJECT NAME

####

11/19/2017

2488 CONTRACT

REVISIONS

PROJECT INFORMATION

PROJECT NO: ####

LAND LIT: ####

DATE: ####

CITY: ####

SCALE: ####

SHEET NAME

####

SHEET NUMBER

####

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of Petition No. 1358-24-B, Brent Holdings, LLC, Applicant, and Daniel Field and Steven Jones, Agents, request to rezone 55.066 acres from C-H to M-1, for the purpose of developing a commerce and industry complex; property located in Land Lot 248 of the 5th District and fronts on State Route 85 North and Oak Hill Road.

Background/History/Details:

The property is a legal lot in the C-H zoning district. If the parcel is rezoned, it will meet all the dimensional requirements of the M-1 (Light Industrial) zoning district. This request is a joint rezoning application with an adjacent 2.242-acre tract, under Petition No. 1358-24-A. NOTE: The State Route Overlay would prohibit access onto Oak Hill Road. All access will be on SR 85.

As defined in the Fayette County Comprehensive Plan, Commercial is designated for this area, so the request for M-1 zoning is not appropriate. Staff recommends DENIAL of the request. However, if the request is approved, staff recommends the following CONDITIONS: 1. All parcels that are the subject of this petition shall be combined by a recorded final plat within 90 days of the approval of the petition or prior to the submittal of a site development plan, whichever comes first. 2. Oak Hill Road is a County Local Road on the Fayette County Thoroughfare Plan. The developer shall dedicate land, as needed, to provide 30 feet of right-of-way as measured from the existing centerline of Oak Hill Road. The Right of way dedication shall be completed within 90 days of rezoning. 3. Article XII. - Watershed Protection Ordinance shall apply to the tracts presented in the rezoning case 1358-24 and these new buffers will be applied during development.

On November 7, 2024, the Planning Commission voted 3-2 to recommend DENIAL of the request, with Commissioners Culbreth, Kruzan and Thomas voting in support of a motion to deny, and Commissioners England and Oliver voting in opposition to the motion to deny.

What action are you seeking from the Board of Commissioners?

Consideration of Petition No. 1358-24-B, Brent Holdings, LLC, Applicant, and Daniel Field and Steven Jones, Agents, request to rezone 55.066 acres from C-H to M-1, for the purpose of developing a commerce and industry complex; property located in Land Lot 248 of the 5th District and fronts on State Route 85 North and Oak Hill Road. If approved, staff recommends three (3) 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: 1358-24-B

REQUESTED ACTION: Rezone from C-H Conditional (Highway Commercial with Conditions) to M-1 (Light Industrial)

PARCEL NUMBER: 0552 014 (Labeled as Tract 2 in attached survey) – 55.066 acres

PROPOSED USE: Commerce-Industry Complex and Distribution Warehouse

EXISTING USE: Vacant land

LOCATION: Hwy 85 N & Oak Hill Road

DISTRICT/LAND LOT(S): 5th District, Land Lot 248

ACREAGE: 55.066 acres

OWNER(S): Brent-Fayette, LLC/LDO Fayette, LLC

APPLICANT(S): Brent Holdings, LLC

AGENT(S): Daniel Fields; Steven L. Jones, Attorney

PLANNING COMMISSION PUBLIC HEARING: November 7, 2024

BOARD OF COMMISSIONERS PUBLIC HEARING: December 12, 2024

APPLICANT'S INTENT

Applicant proposes to rezone 55.066 acres from C-H (Highway Commercial) to M-1 (Light Industrial) for the purposes of developing a commerce-industry complex with small buildings ranging in size from approx. 12,000 SF to 20,000 SF and a distribution warehouse of approximately 260,000 SF to the rear of the property. This is a co-applicant of Petition 1358-24-A; the 2 parcels that are a subject of the request would result in a total project of approximately 57 acres.

Petition 1358-B-24 is a request to rezone 55.066 acres from C-H Conditional to M-1.

PLANNING COMMISSION RECOMMENDATION

On November 7, 2024, the Planning Commission voted 3-2 to recommend **DENIAL** of the request, with Commissioners Culbreth, Kruzan and Thomas voting in support of a motion to deny, and Commissioners England and Oliver voting in opposition of the motion to deny.

STAFF RECOMMENDATION

As defined in the Fayette County Comprehensive Plan's Future Land Use Plan, Commercial Use is designated for this area, so the request for M-1 zoning is not appropriate. Based on the Investigation and Staff Analysis, Planning & Zoning Staff recommends **DENIAL** of the request for a zoning of M-1, Light Industrial District.

If the rezoning is approved, staff recommends the following **CONDITIONS**:

1. All parcels that are the subject of this petition shall be combined by a recorded final plat within 90 days of the approval of the petition or prior to the submittal of a site development plan, whichever comes first.
2. Oak Hill Road is a County Local Road on the Fayette County Thoroughfare Plan. The developer shall dedicate land, as needed, to provide 30 feet of right-of-way as measured from the existing centerline of Oak Hill Road. The Right of way dedication shall be completed within 90 days of rezoning.
3. Article XII. - Watershed Protection Ordinance shall apply to the tracts presented in the rezoning case 1358-24 and these new buffers will be applied during development.*

Staff Note regarding Condition 3 - the buffer requirements for Camp Creek apply.

*** Sec. 104-182. - Minimum watershed protection requirements.**

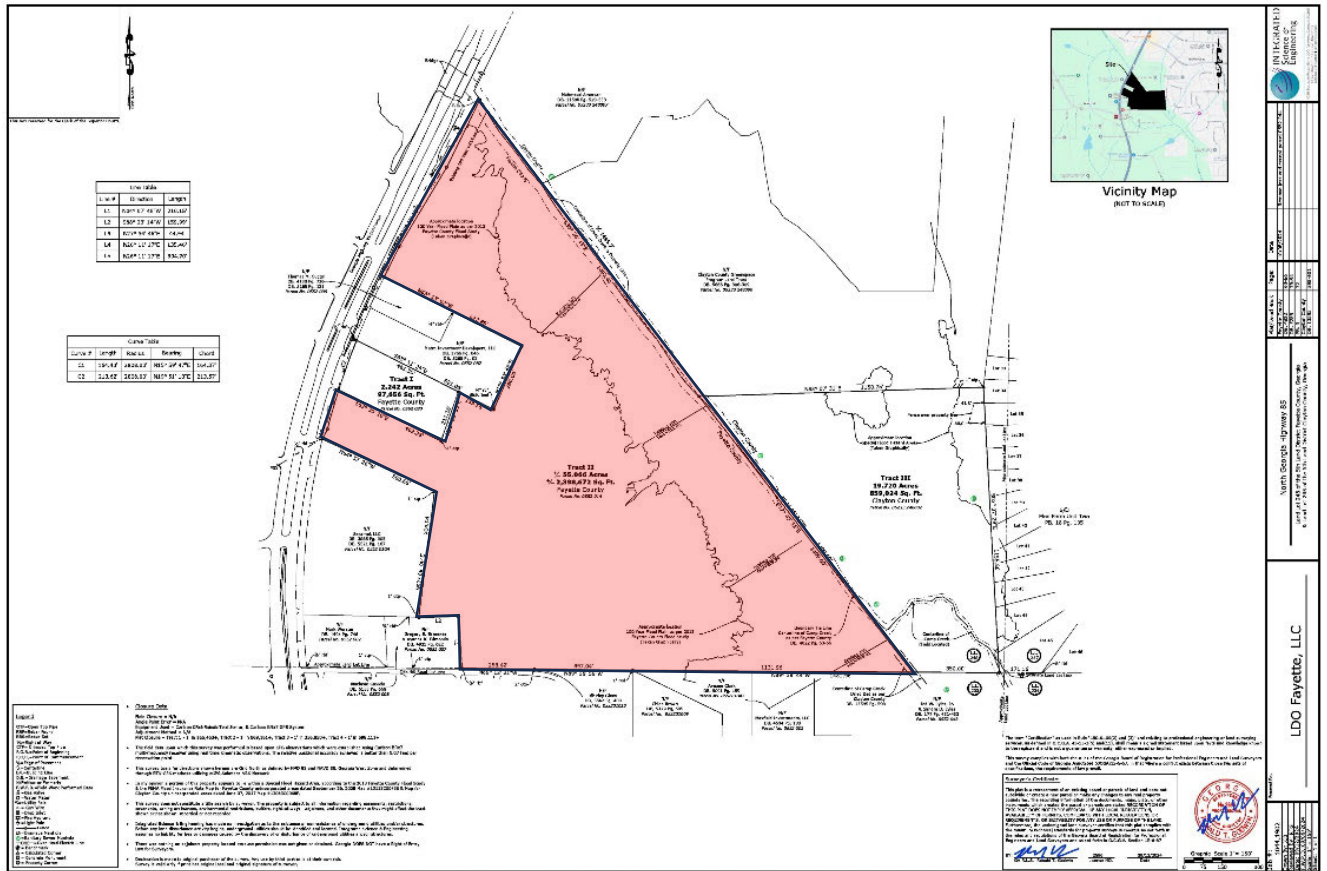
(a) The following watershed buffer and setback requirements shall be required on all state waters requiring a buffer within the unincorporated county:

- (1) No sewage treatment facility, dumping, discharging, releasing, spraying, distributing of any toxic or other pollutant is allowed onto the watershed buffer and setback.
- (2) Watershed buffer areas may be hand thinned or hand trimmed of vegetation in accordance with the county's soil erosion and sedimentation control ordinance (article IX of this chapter).
- (3) Pervious hiking trails, four feet wide or less, and pervious picnic areas, 100 square feet or less and with standard-size picnic tables, will be allowed within the watershed buffer and setback, but not within the 25 foot state water buffer unless all federal permits and state variances have been granted. Any land disturbance activities are subject to articles IV and IX of this chapter.
- (4) The watershed buffer shall only constitute 50 percent of a livestock containment area.
- (5) The watershed buffer shall only extend for 1,000 feet from the wretched vegetation of state waters requiring a buffer. If the watershed buffer exceeds the said 1,000 feet then the 1,000 feet will become the watershed buffer and watershed setback will not be applied.
- (6) For subsections (c), (d) and (e) of this section only the watershed buffer may be reduced to 100 feet for activities that do not require grubbing or tilling, such as tree harvesting without stump removal, if and only if, a copy of documentation submitted to the Georgia Forestry Commission is submitted to the environmental management department prior to requesting a reduction in the watershed buffer.

- Paragraphs b, c, and d are omitted, not applicable here -

(e) The following shall apply to these named tributaries: Ginger Cake Creek, Pelham Creek, Perry Creek, South Camp Creek, Sandy Creek, Shoal Creek, Tar Creek, and Whitewater Creek within the Whitewater Creek Watershed; Gay Creek, Morning Creek, Murphy Creek, North Camp Creek, and Nash Creek within the Flint River Watershed, Trickum Creek within the Line Creek Watershed, and all other state waters requiring a buffer within 1,000 feet of the streams set forth in this subsection:

- (1) The minimum watershed buffer is 200 feet from wretched vegetation or 100 feet from base flood elevation, whichever is greater; and
- (2) The minimum watershed setback is 50 feet as measured from the buffer.



INVESTIGATION

A. GENERAL PROPERTY INFORMATION

Petition 1358-B-24 - Parcel 0552 014 does contain the minimum required acreage for the current C-H zoning district and for the proposed M-1 zoning district.

The property is currently undeveloped.

GDOT will review and approve access engineering & construction plans within their jurisdiction when site development plans are submitted.

B. ZONING & DEVELOPMENT HISTORY:

Parcel 0552 014 has been the subject of rezoning and development proposals in the past, but none have come to fruition.

This property is located in the General State Route Overlay Zone. All developments are required to meet the Overlay criteria. One requirement under this Overlay is that all access points for a development shall be on the State Route, so there would be no access approved on Oak Hill Road. The Overlay Zone also provides architectural, parking, enhanced landscaping requirements and increased building setbacks.

The parcel was the subject of rezoning Petition No. 126-70, in which Betty R. Stanley applied for a rezoning to C-4 MHP, for a Mobile Home Park. A rezoning to C-4 MHP was approved by the Board of Commissioners on July 10, 1970. A conceptual site plan was submitted, and preliminary engineering was conducted, but the mobile home park was never developed.

The parcel was the subject of rezoning Petition No. 572-86, in which Jerry Ballard, agent & Dan Stinchcomb, owner, requested to rezone from MHP (Manufactured Home Park) to C-H (Highway Commercial). A rezoning to C-H, Conditional, was approved by the Board of Commissioners on March 27, 1986. A conceptual site plan accompanied the rezoning, but the project was never developed.

The original conditions are below. *It should be noted that these conditions are now addressed in the County's ordinances and development regulations and do not need to be carried over if the property is rezoned.*

1. To the owner's agreement that exterior illumination along the property lines of the abutting residential property (excluding A-R) shall be directed or shielded so that the light source will not shine directly upon an immediately adjacent residential property.
2. To the owner's agreement to provide and maintain off-street parking on this property during the entire construction period.
3. To the owner's agreement to provide designated fire lanes adjacent to all structures and to provide fire hydrants and access for fire-fighting equipment as required by Fayette County Fire Department.

In 2019, there was discussion about developing the area as a recreational complex, but that was not realized, either.

There are environmental conditions on the northeastern part of the property, including flood plain and Cartecay and Wehadkee soil complexes, that make these areas undevelopable.

C. SURROUNDING ZONING AND USES

The subject property is bounded by the following adjacent zoning districts and uses:

Direction	Acreage	Zoning	Use	Comprehensive Plan/Future Land Use Map
Northeast	N/A	N/A	Clayton County	N/A
Northwest (across Hwy 85)	23; 1.0	C-H; A-R	Commercial; Residential, vacant	Commercial
West	7.2	C-H	Used Car Sales; Auto Body Shop; Auto Repair; U-Haul Rental	Commercial
South	1.0; 20.0	A-R; R-20	Vacant; Residential (Green Valley Drive)	Commercial; Low Density Residential

D. COMPREHENSIVE PLAN

Future Land Use Plan: The subject property lies within an area designated for Commercial uses on the Future Land Use Plan map. This request **DOES NOT** conform to the Fayette County Future Land Use Plan. However, the Land Use Element chapter of the Comprehensive Plan does discuss consideration of the Nonresidential Corridor Area as follows:

Commercial

This category identifies areas of commerce where both retail and wholesale are conducted. However, county policy recognizes that major commercial facilities should be located within incorporated areas where infrastructure is available and population densities are most concentrated. Generally, commercial development in the unincorporated County should be nodal in nature centered on an intersection to limit strip commercial development along major roadways. Strip commercial development is characterized by lots with broad road frontage, with multiple curb cuts and limited shared inter-parcel access, and limited accessibility for pedestrians. However, along nonresidential corridors, the County should adopt regulations to achieve quality commercial development.

The Land Use Plan Map illustrates the concentration of commercial land uses in various locations throughout the unincorporated area. The land used areas vary from smaller, neighborhood commercial areas to larger, concentrated areas of commercial activity. The following section provides a brief description of the major commercial areas.

SR 85 North of Fayetteville: A nonresidential corridor, this area extends from the city limits of Fayetteville north to the county line. It provides an area where a variety of nonresidential uses including commercial, office, and light industrial are appropriate. The area contains opportunity for infill, redevelopment and new development.

The Land Use Element chapter continues by describing Industrial uses:

Industrial

This category designates all land dedicated to manufacturing facilities, processing plants, factories, warehousing and wholesale trade facilities, mining or mineral extraction activities, or other similar uses. For more descriptive purposes, industrial land use is subdivided into "Light" and "Heavy" categories:

Light Industrial: *Includes non-heavy manufacturing and uses such as service industries, assembly, warehousing, and other industrial uses.*

Heavy Industrial: *Designates land uses which heavily impact adjacent land uses such as heavy manufacturing industries, rock quarries, and auto salvage yards.*

E. DEPARTMENTAL COMMENTS

- Water System** – FCWS has no objections to the rezoning.
- Public Works**
 - **Road Frontage Right of Way Dedication** – Oak Hill Road is a County Local Road on the Thoroughfare Plan. Applicant to provide a minimum of 30 feet of ROW as measured from the existing road centerline. SR 85 is a state route and GDOT controls right of way along the existing frontage.
 - **Traffic Data** -- According to the GDOT on-line traffic data, the annual average daily traffic for SR 85 is **32,000 vehicles per day (2023)**.
 - **Sight Distance and access** -- Minimum sight distances will have to be satisfied for the proposed new driveway intersection on Oak Hill Road. GDOT will provide access to SR 85 and sight distance requirements.
- Environmental Management**
 - **Floodplain Management** -- The site **DOES** contain floodplain per FEMA FIRM panel 13113C0043E dated September 26, 2008, or in the FC Flood Study.
 - **Wetlands** -- The property **DOES** contain wetlands per the U.S. Department of the Interior, Fish and Wildlife Service 1994 National Wetland Inventory Map.
 - **Watershed Protection** -- There **ARE** state waters located on the subject property per Fayette County GIS.
 - **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 surface and be classified as a hotspot per the stormwater ordinances.
 - **Landscape and Tree Replacement Plan** -- This development **WILL BE** subject to the Nonresidential Development Landscape Requirements and Tree Retention, Protection and Replacement Ordinances.
- Environmental Health Department** – This office has no objection to the proposed rezoning. This does not constitute approval of any future use or proposals for these properties.
- Fire** – No objections to the requested 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 Commercial Uses. This request does not conform to the Fayette County Comprehensive Plan in terms of the use.
2. The area around the subject property is an area that already has various commercial and residential uses. It is staff's opinion that the zoning proposal might have an adverse effect the existing or future uses of nearby residential properties, although it is not likely to have an adverse impact on nearby nonresidential uses.
3. It is staff's opinion that a light industrial use would not generate a greater number of daily vehicle trips than would a commercial use situated on this same parcel; all access points will be located on State Route 85. Staff does not think this development will have an adverse impact on utilities or schools.
4. The proposal is not consistent in character and use with the surrounding uses as low density residential. However, it is somewhat consistent with some of the nearby commercial uses as these trend toward auto and truck repair and paint & body work.

ZONING DISTRICT STANDARDS**Sec. 110-146. M-1, Light Industrial District.**

- (a) *Description of district.* This district is composed of certain lands and structures which are suitable for light industrial development, but where proximity to existing or proposed residential or commercial districts make it desirable to limit the manner and extent of industrial operations and thereby protect the nearby residential or commercial land.
- (b) *Permitted uses.* The following permitted uses shall be allowed in the M-1 zoning district:
- (1) Ambulance service, including non-emergency medical transport service;
 - (2) Amusement and recreational facilities, indoor or outdoor (athletic/sports instruction facilities and recreation and athletic fields and facilities);
 - (3) Appliance sales and/or repair;
 - (4) Architectural and/or design firms;
 - (5) Armories, for meeting and training of military organizations;
 - (6) Blueprinting and/or graphics service;
 - (7) Bookbinding;
 - (8) Building construction/contracting and related activities;
 - (9) Building supply sales;
 - (10) Bus passenger station;
 - (11) Cabinet manufacturing, sales, repair, and/or installation;
 - (12) Carwash and/or detailing facility;
 - (13) Charter motor coach service;
 - (14) Copy shop;
 - (15) Dental laboratory;
 - (16) Delivery and/or courier service;
 - (17) Electronic sales and/or repair;
 - (18) Emission testing facility (inside only);
 - (19) Engineering firms;
 - (20) Engraving;
 - (21) Farmer's market;
 - (22) Feed and/or fertilizer sales;
 - (23) Firearm sales and/or gunsmith;
 - (24) Flooring sales and/or installation;
 - (25) Freezer locker service;
 - (26) Freight express office;
 - (27) Furniture store;
 - (28) Glass sales;

- (29) Grading service;
- (30) Greenhouse;
- (31) Home furnishings and accessories;
- (32) Horse show and equine activity facilities;
- (33) Ice storage;
- (34) Insecticide sales and/or storage;
- (35) Janitorial service and/or supply;
- (36) Land development firms;
- (37) Land surveying service;
- (38) Landscaping service;
- (39) Light manufacturing, including the following:
 - a. Appliance and/or electronic device assembly plant, including the manufacturing of parts for appliances and/or electronic devices;
 - b. Assembly of products from previously prepared materials;
 - c. Bottling and/or canning plant;
 - d. Ceramic products, provided that kilns shall only be by gas and/or electricity;
 - e. Construction of signs, including painted signs;
 - f. Cooperage;
 - g. Ice manufacturing;
 - h. Laundry, cleaning and/or dyeing plants;
 - i. Light sheet metal products such as ventilating ducts and eaves;
 - j. Manufacturing of food, cosmetic and pharmaceutical products, but not including fish and meat products, sauerkraut, vinegar, yeast and rendering plants;
 - k. Machine/welding shop and related activities;
 - l. Other manufacturing, processing, packaging, or handling of a similar nature which shall not emit or produce more smoke, noise, odor, dust, vibration, or fumes than the uses listed herein;
 - m. Production and/or sales of commercial/industrial hardware, such as tools, fasteners, fittings, machine parts, etc.;
 - n. Tinsmith and/or roofing service;
 - o. Concrete, gravel and/or mulch production and/or distribution;
- (40) Locksmith;
- (41) Magazine publication and/or distribution;
- (42) Medical laboratory;
- (43) Manufactured home and/or building assembly and/or sales;
- (44) Newspaper publication and/or distribution;
- (45) Office equipment service and repair;

- (46) Parking garage/lot;
- (47) Pest control;
- (48) Petroleum bulk plant (storage);
- (49) Photostating;
- (50) Planing and/or saw mill;
- (51) Plant nursery, growing crops/garden and related sales;
- (52) Printing plant;
- (53) Radio studio;
- (54) Railroad freight station;
- (55) Railroad passenger station;
- (56) Rent-alls;
- (57) Restaurants (drive-in/drive-through prohibited);
- (58) Restaurant supply;
- (59) Rodeo/rodeo facilities;
- (60) Seed sales and/or storage;
- (61) Security system service;
- (62) Shell home display;
- (63) Solar farm;
- (64) Taxidermist;
- (65) Taxi service/limousine service/shuttle service/charter motor coach service;
- (66) Television/movie studio/media productions;
- (67) Tire sales;
- (68) Trade school;
- (69) Uniform services;
- (70) Utility trailer sales and/or rentals;
- (71) Warehousing and/or distribution;
- (72) Wholesaling;
- (73) Wrecker, towing, impoundment, and/or automotive recovery/transport; and
- (74) Vehicle/boat sales and repairs, paint and/or body shop, parts store including rebuilding of parts, parking lot or garage, upholstery shop.
- (c) *Conditional uses.* The following conditional uses shall be allowed in the M-1 zoning district provided that all conditions specified in article V of this chapter are met:
 - (1) Aircraft landing area;
 - (2) Amphitheatre;
 - (3) Animal hospital, kennel (commercial or noncommercial), and/or veterinary clinic;
 - (4) Experimental labs;

- (5) Feed lot and/or commercial barn;
 - (6) Home occupation;
 - (7) Outdoor amusement facilities, rides, structures over 35 feet in height, including, but not limited to, bungee and parachute jumping;
 - (8) Recycling facility;
 - (9) Self-storage facility (external and/or internal access);
 - (10) Shooting range, indoor;
 - (11) Shooting range, outdoor;
 - (12) Single-family residence and residential accessory structures and uses (see article III of this chapter);
 - (13) Stadium, athletic; and
 - (14) Wind farm.
- (d) *Dimensional requirements.* The minimum dimensional requirements in the M-1 zoning district shall be as follows:
- (1) Lot area:
 - a. Where a central water distribution system is provided: 43,560 square feet (one acre).
 - b. Where central sanitary sewage and central water distribution systems are provided: 21,780 square feet (one-half acre).
 - (2) Lot width: 125 feet.
 - (3) Front yard setback:
 - a. Major thoroughfare:
 - 1. Arterial: 100 feet.
 - 2. Collector: 80 feet.
 - b. Minor thoroughfare: 65 feet.
 - (4) Rear yard setback: 25 feet.
 - (5) Side yard setback: 25 feet.
 - (6) Buffer: If the rear or side yard abuts a residential or A-R zoning district a minimum buffer of 75 feet shall be provided adjacent to the lot line in addition to the required setback. The setback shall be measured from the buffer.
 - (7) Height limit: 50 feet.
 - (8) Lot coverage limit, including structure and parking area: 70 percent of total lot area.
 - (9) Screening dimensions for storage areas, loading docks and parking (see article III of this chapter and chapter 104).
- (Code 1992, § 20-6-22; Ord. No. 2012-09, § 4, 5-24-2012; Ord. No. 2013-20, § 3, 11-14-2013; Ord. No. 2018-03, § 13, 9-22-2018; Ord. No. 2020-02, §§ 12, 13, 5-28-2020; Ord. No. 2021-05, § 2, 3-25-2021; Ord. No. 2021-09, § 5, 5-27-2021)

Sec. 110-173. - Transportation corridor overlay zone.

(3) *SR 85 North Overlay Zone.* All undeveloped property and property being totally redeveloped (i.e., where all of the existing principal structures have been demolished/removed) which has road frontage on SR 85 North where nonresidential development commenced after the effective date of the SR 85 North Overlay Zone (03/22/07) shall be subject to the requirements of the SR 85 North Overlay Zone. The intent of the overlay is to set standards specific to SR 85 North from the city limits of the City of Fayetteville north to the Fayette-Clayton county line.

a. *Purpose.* The purpose of the SR 85 North Overlay Zone is to achieve the following:

1. To establish and maintain a scenic gateway into the county, which projects an image of our quality lifestyle.
2. To promote and maintain orderly development and the efficient movement of traffic on SR 85 North.
3. To protect the aesthetics for existing and future development in this highway corridor.

b. *Access.* Access to each nonresidential property and/or development shall be from SR 85 North or an adjacent street designated as an arterial or collector on the county thoroughfare plan. All access points shall be required to comply with [chapter 104](#).

c. *Dimensional requirements.*

1. All parking areas shall be located at least 50 feet from any state route right-of-way.
2. Setbacks will be as follows:
 - (i) Front yard setback on State Route 85 North: 100 feet.
 - (ii) Gasoline canopy: Front yard setback on State Route 85 North: 85 feet.
3. Berms for nonresidential zoning districts: Berms when required as a condition of zoning shall be a minimum of four feet in height and shall be placed to the inside of the applicable buffer.

d. *Architectural standards.*

1. All buildings shall be constructed of brick/brick veneer, fiber-cement siding (i.e., Hardiplank), rock, stone, cast-stone, split-face concrete masonry unit (rough textured face concrete block), stucco (including synthetic stucco), wood siding and/or finished baked enamel metal siding which establishes a horizontal pattern.
2. The design of accessory/out lot buildings shall be consistent with and coordinate with the architectural style inherent in the principal structure on the property.

e. *Landscape requirements.* In addition to the standard requirements of the landscape ordinance, the following landscape requirements shall apply to the overlay zone:

1. *Street frontage landscape area.* Fifty feet along the right-of-way of SR 85 North. The first 25 feet as measured from the right-of-way is for required landscape planting only. The remaining 25 feet may be used for septic system placement; underground

stormwater detention systems; and the following stormwater management facilities/structures, if designed in full accordance with the specifications provided in the most current edition of the Georgia Stormwater Management Manual; vegetated channels, overland flow filtration/groundwater recharge zone, enhanced swales, filter strips, and grass channels. Septic systems and stormwater structures shall be exclusive of each other and the minimum distance of separation between wastewater and stormwater structures shall be established by the environmental health department and the county engineer. Utilities (including underground stormwater piping) and multiuse path connections may be located anywhere within the landscape area.

2. *Side yard landscape area.* Ten feet in depth along side property lines unless adjacent to a residential district where buffer requirements will apply.

f. *Use of existing structure.* When property containing legally conforming structures, under the current zoning, is rezoned to O-I the dimensional requirements shall be reduced to the extent of, but only at the location of, any encroachment by the structures and said structures shall be considered legal nonconforming structures.

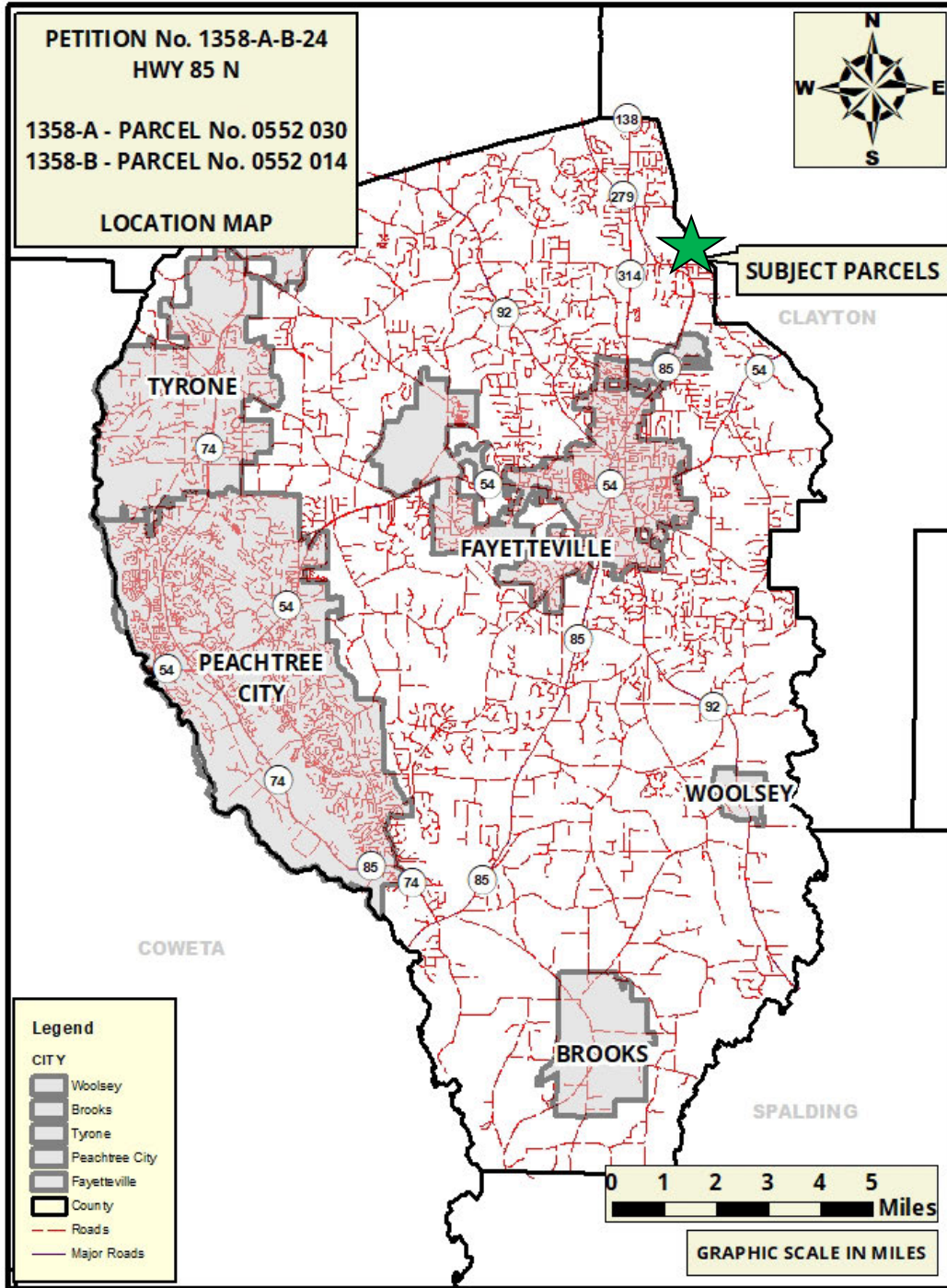
g. *Lighting and shielding standards.* Light shall be placed in a manner to direct light away from any adjacent roadways or nearby residential areas.

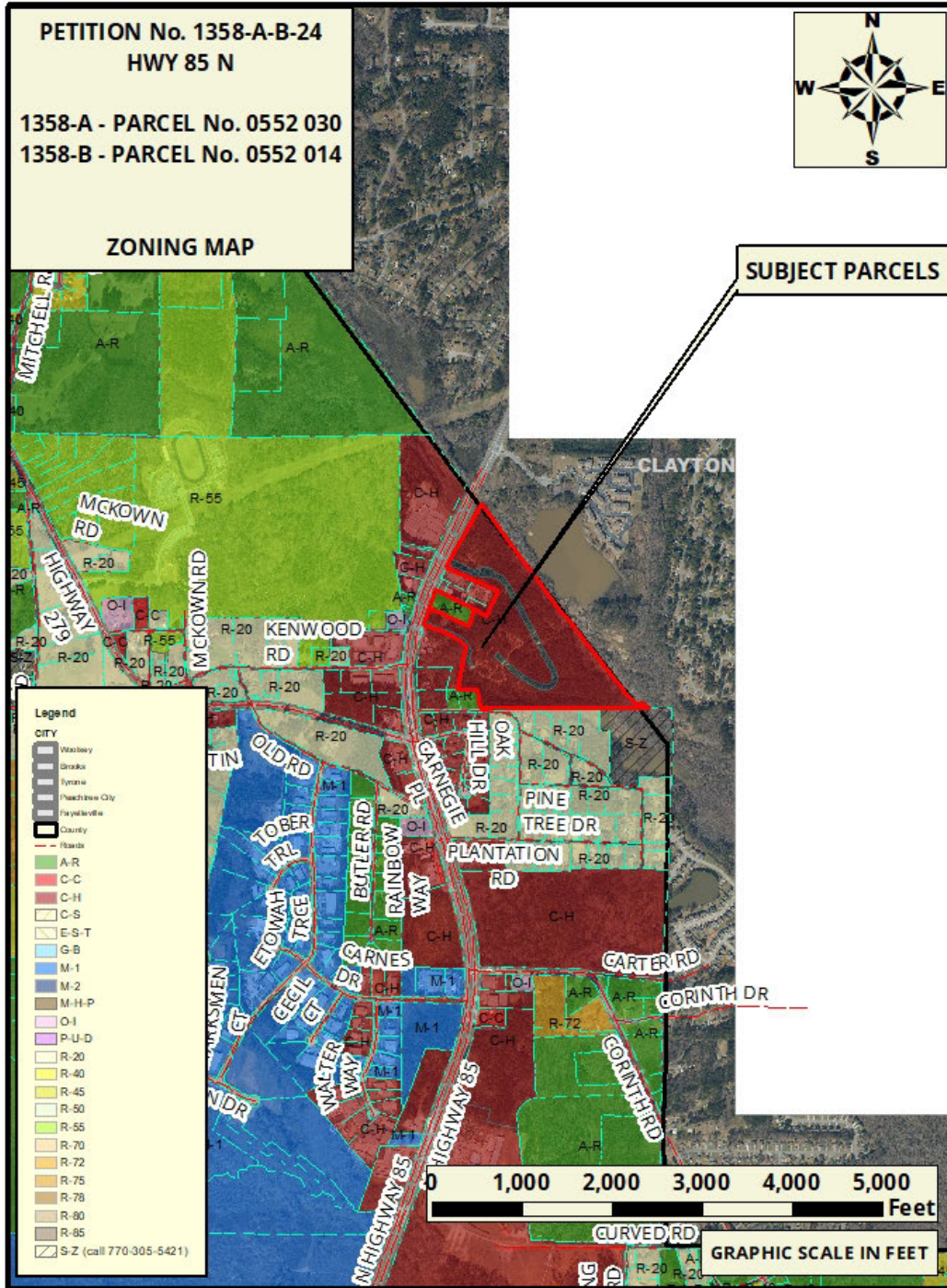
h. *Special locational and spatial requirements.*

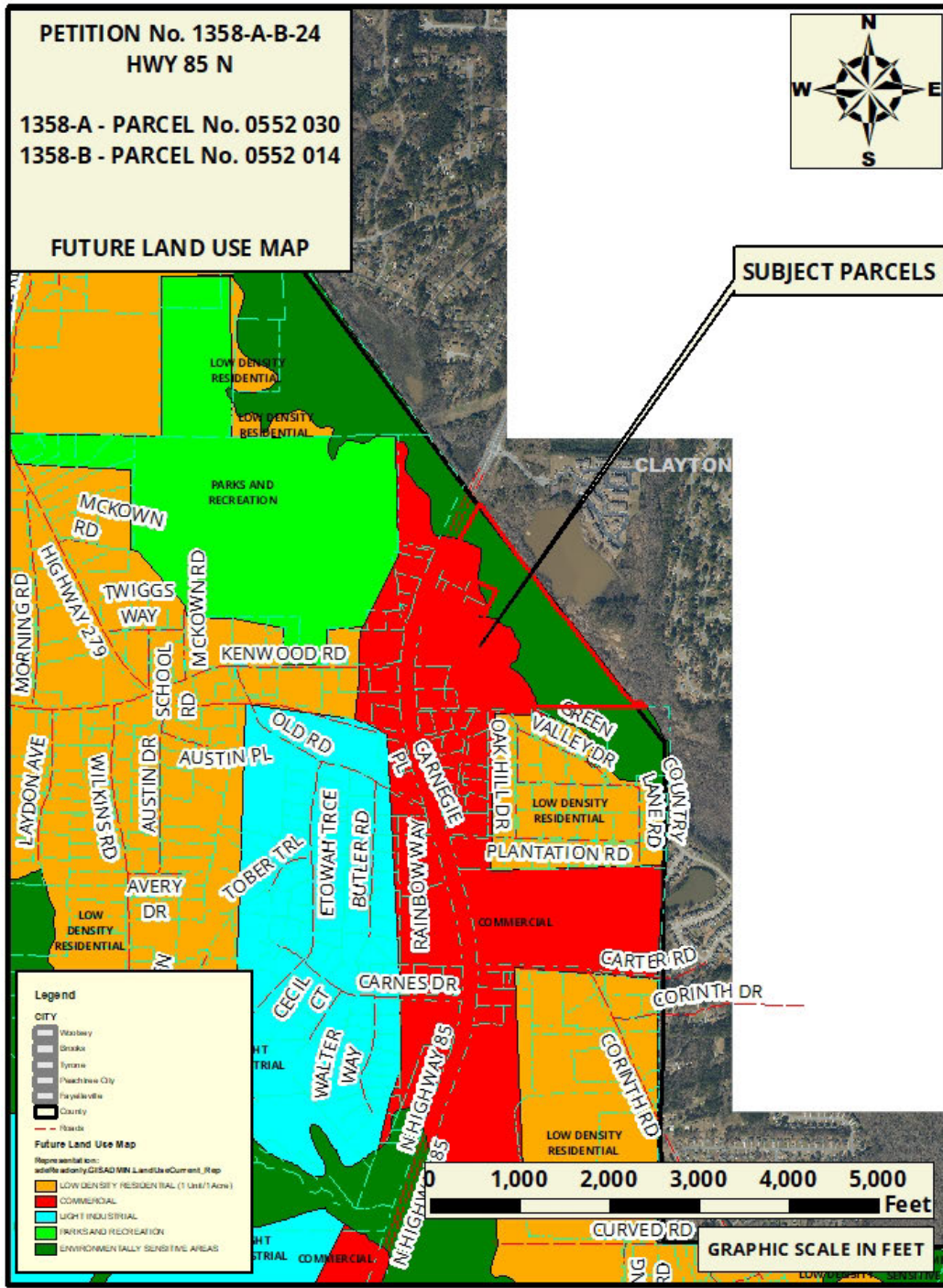
1. Outside storage of merchandise or equipment and parts shall be allowed in the rear yards only, subject to minimum screening, setback and buffer requirements. Outside storage shall not exceed 25 percent of the gross floor area of all structures per lot.

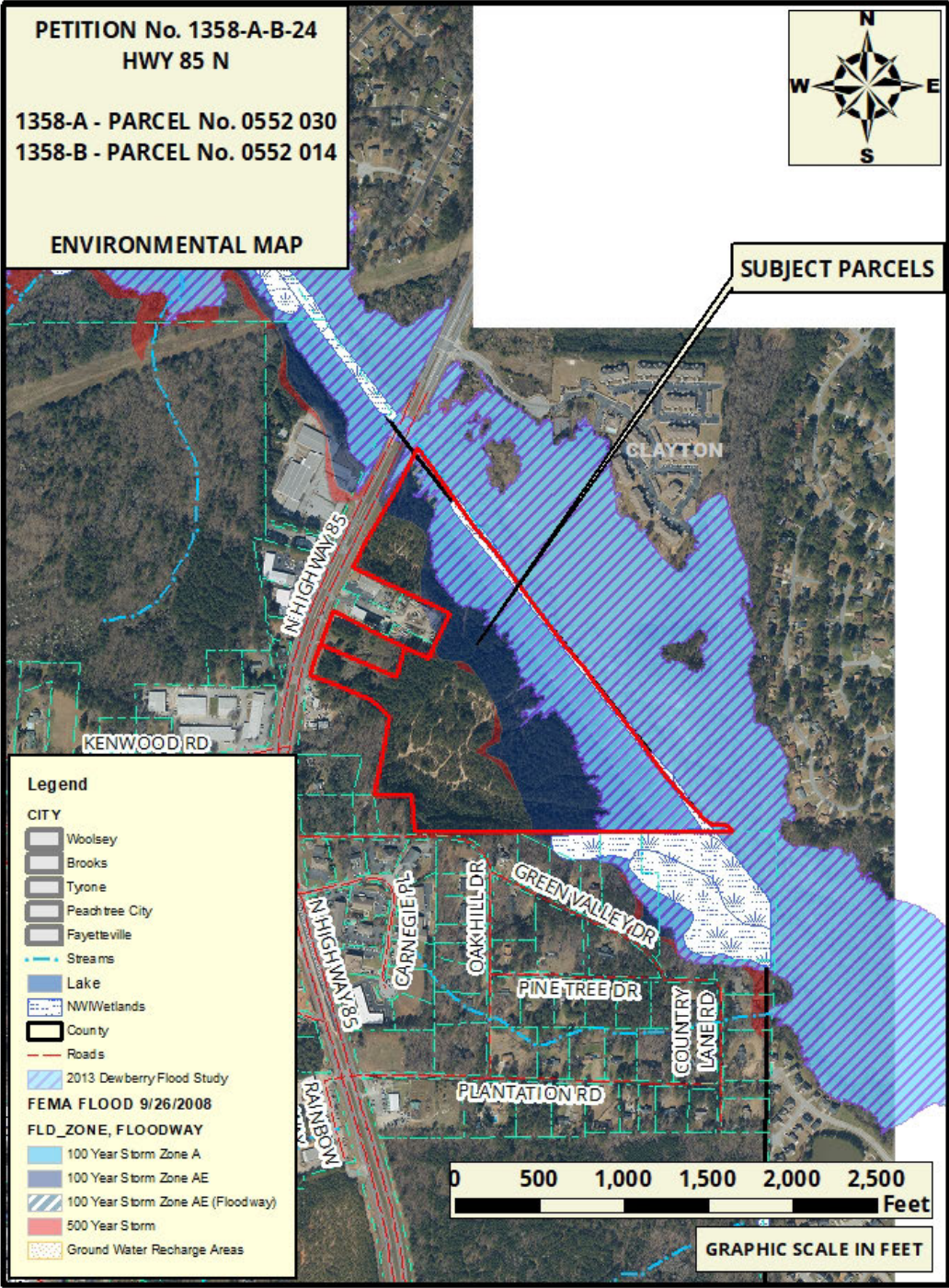
2. All roof-top heating, ventilation, and air conditioning equipment and satellite/communications equipment shall be visually screened from adjacent roads and property zoned residential or A-R. The screen shall extend to the full height of the objects being screened.

3. For all new construction, garage doors and bays associated with any use within the district shall be located on the side or rear of the principal building, and not facing SR 85.

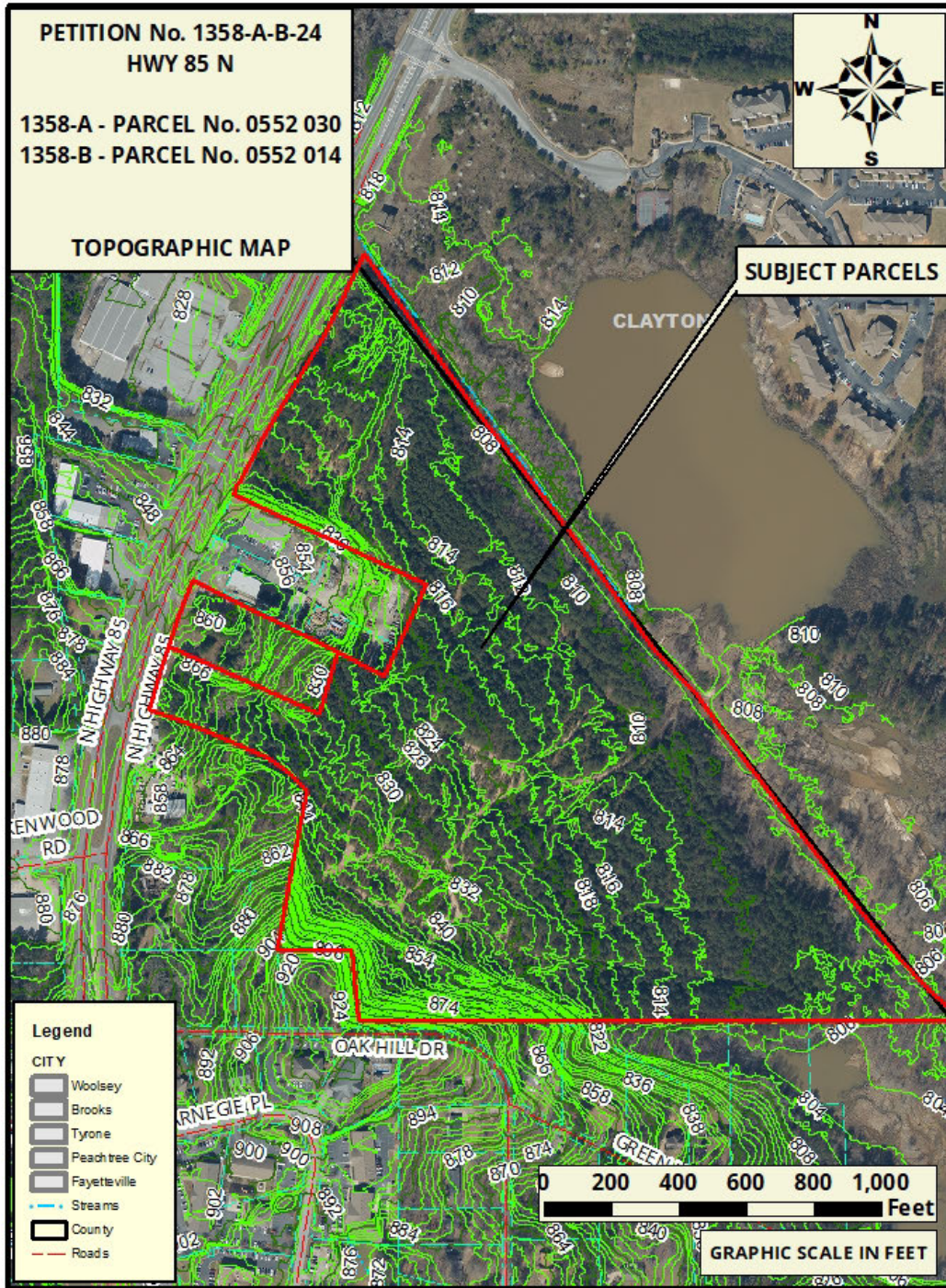


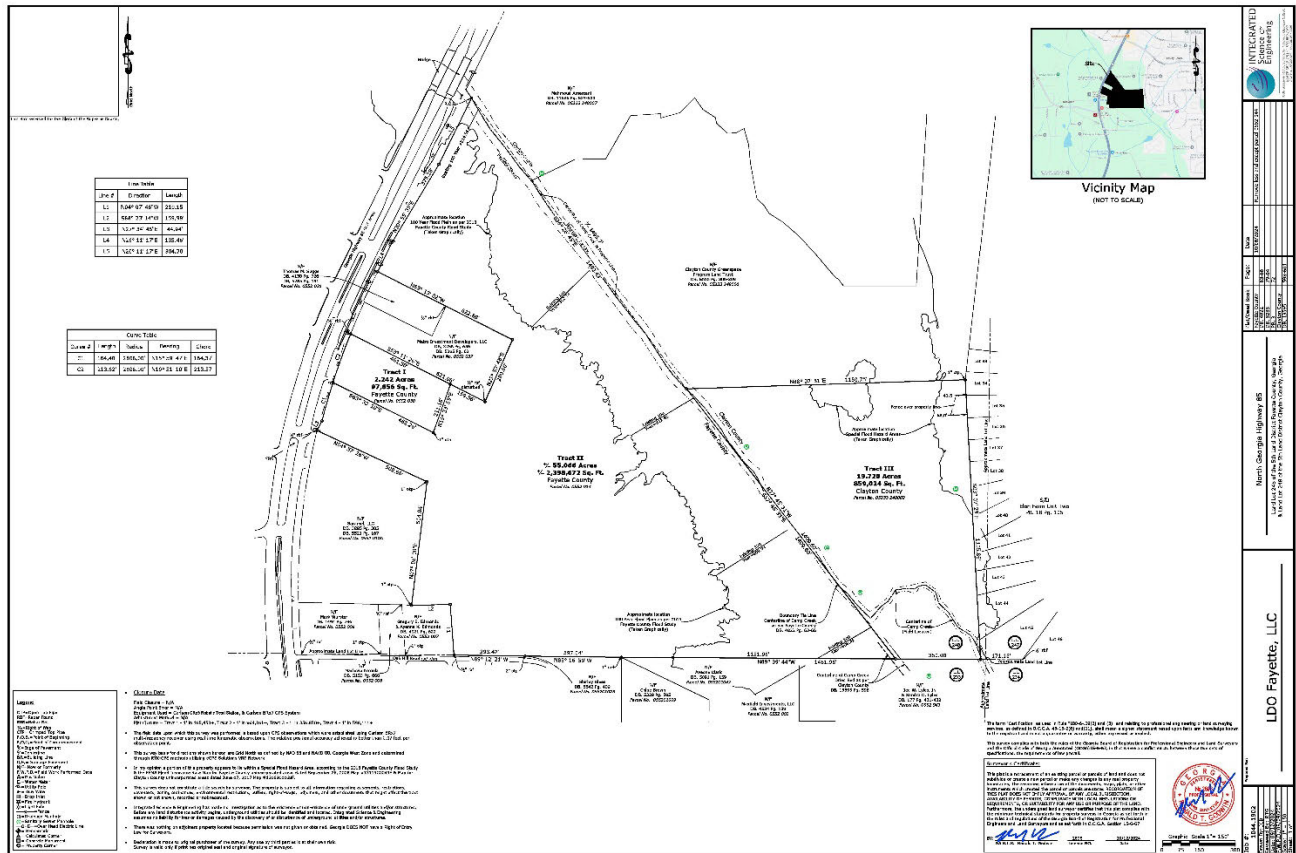




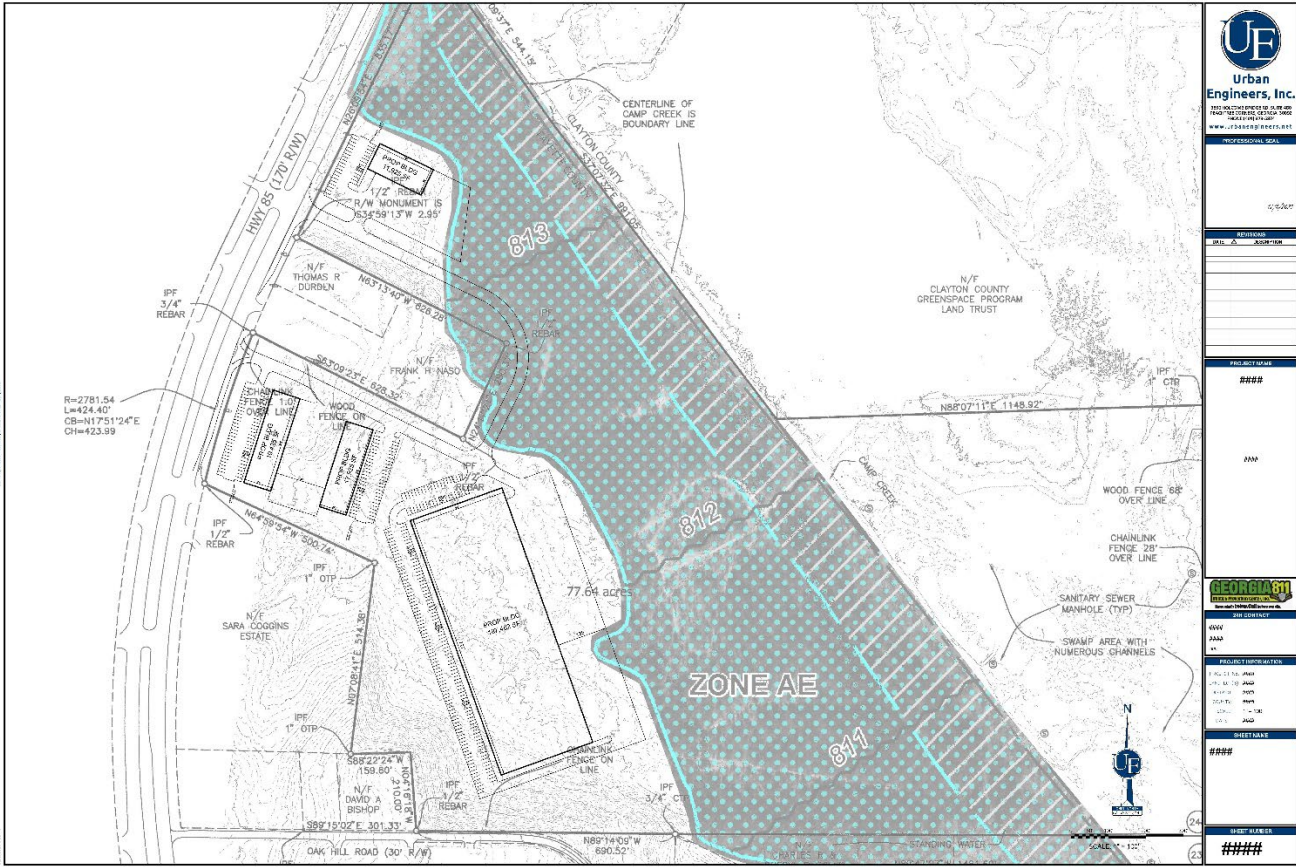








SURVEY



SITE CONCEPT

Staff Note: This concept plan has not been reviewed by staff and may not meet all requirements of the ordinance. It is for conceptual purposes only.

Meeting Minutes 11/07/2024

THE FAYETTE COUNTY PLANNING COMMISSION met on November 7th, 2024, at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

MEMBERS PRESENT: John H. Culbreth Sr., Chairman
John Kruzan, Vice-Chairman
Danny England
Jim Oliver
Boris Thomas

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

NEW BUSINESS

1. Call to Order.
2. Pledge of Allegiance.
3. Approval of Agenda. Ms. Deborah Bell requested to amend the agenda by adding item 6; Draft 2025 Planning Commission Meeting Calendar. ***Danny England made a motion to approve the agenda with the addition of item 6; Draft 2025 Planning Commission Meeting Calendar on the November 7th Agenda. Public Hearing items will now be items 7-11. John Kruzan seconded the motion. The motion carried 5-0.***
4. Consideration of the Minutes of the meeting held on October 3, 2024. ***Jim Oliver made a motion to approve the minutes of the meeting held on October 3, 2024. John Kruzan seconded the motion. The motion carried 4-0. Danny England abstained from voting as he was absent for the October 3, 2024, meeting.***
5. Plats
 - a. Minor Final Plat for The Estate of Dan Victor Stinchcomb (218 Ebenezer Road). Mr. Jim Oliver asked about the location of the plat. Ms. Bell responded was located on Ebenezer Road and it is creating three parcels out of one parcel. ***John Kruzan made the motion to approve the Minor Final Plat for The Estate of Dan Victor Stinchcomb (218 Ebenezer Road). Danny England seconded the motion. The motion passed 5-0.***

6. Discussion of Draft Meeting Calendar for the 2025 Planning Commission Meetings. The calendar to be adopted at the next meeting.

Ms. Bell explained the dates for the next calendar dates as she added they are getting applications at the end of December and the changes will be reflected on the next meeting for approval.

John Kruzan made a motion to approve Draft Meeting Calendar for the 2025 Planning Commission Meetings. Danny England seconded the motion. The motion carried 5-0.

PUBLIC HEARING

7. Consideration of Petition 1357-24, request to rezone 3.65 acres from R-40 to A-R for the purpose of reconfiguring parcels between family members. The property is located in Land Lot(s) 254 of the 13th District and fronts on Kite Lake Road.

Ms. Bell stated the larger parcels were originally planned to be a residential subdivision, so they do not have the appropriate road frontage. By rezoning this 3.65-acre parcel, they will be able to reconfigure the existing parcels to provide the necessary road frontage. There is also a guest house on one parcel that was modified and exceeds the maximum allowable Square Footage for guest houses. The proposed reconfiguration will provide a separate parcel for this structure, thereby bringing it into compliance. No additional parcels will be created at this time, it will be a reconfiguration. As defined in the Fayette County Comprehensive Plan, Low Density Residential (1 Unit/1 Acre) is designated for this area, so the request for A-R zoning is appropriate because it is a less intensive use. Staff recommends Conditional Approval of the request for a zoning of A-R, Agricultural-Residential District, subject to the following: 1. The recombination plat for parcels 1302-051, 1302-046 and 1302-036 shall be submitted for staff review and approved and recorded within 90 days of approval of the rezoning.

Mr. John Culbreth asked if the petitioner was present.?

Mr. George Richard Moore, he states is recommending approval of the petition.

Mr. Jim Oliver asked if he was doing for family members.? And how many lots are you adding.? Ms. Bell responded its three lots now and will be three lots at the end of the process.

Mr. Moore added that the original property was sold to him and had access to sixty-five plus acres but only two entrances had only sixty feet, now the needed road frontage is 100' for each of the structures. They bought 3.6 acres in 1987 more after the original purchase, and he thinks this will satisfy the property's needs to get approved.

Mr. Culbreth asked the audience if there was anyone in opposition to the petition.? No one responded and the chairman brought it back to the board. After any of the

board members had any more questions, they proceeded to make a motion.

Jim Oliver made the motion to recommend CONDITIONAL APPROVAL of Petition 1357-24 with the following condition:

- 1. The recombination plat for parcels 1302-051, 1302-046, and 1302-036 shall be submitted for staff review and approved and recorded within 90 days of approval of the rezoning.***

Danny England seconded the motion. The motion carried 5-0.

8. Consideration of Petition 1358-24-A, request to rezone 2.242 acres from A-R to M-1 for the purposes of developing a distribution warehouse. The property is located in Land Lot(s) 248 of the 5th District and fronts on State Route 85 N.

Ms. Bell explained the petition is for two parcels and will be done as one presentation, but the board will have to vote separately on items A and B.

She stated Petition 1358-24-A is requesting to be rezoned from A-R (Agricultural-Residential) and C-H (Highway Commercial) to M-1 (Light Industrial) for the purposes of developing a commerce-industry complex with small buildings and as defined in the Fayette County Comprehensive Plan's Future Land Use Plan, Commercial Use is designated for this area, so the request for M-1 zoning is not appropriate. Staff recommends denial, if the rezoning is approved staff recommends the following conditions:

1. All parcels that are the subject of this petition shall be combined by a recorded final plat within 90 days of the approval of the petition or prior to the submittal of a site development plan, whichever comes first.
2. Oak Hill Road is a County Local Road on the Fayette County Thoroughfare Plan. The developer shall dedicate land, as needed, to provide 30 feet of right-of-way as measured from the existing centerline of Oak Hill Road. The Right of way dedication shall be completed within 90 days of rezoning.
3. Article XII. - Watershed Protection Ordinance shall apply to the tracts presented in the rezoning case 1358-24 and these new buffers will be applied during development.

Ms. Bell discussed Parcel 0552 014 and its rezoning and development proposals, but none have been implemented. Petition 126-70 and Petition No. 572-86 were approved for rezoning but never developed. The conditions on the northeastern part of the property, including flood plain and Cartecay and Wehadkee soil complexes, make it undevelopable. The development is subject to the State Route 85 North Overlay Zone, which provides architectural, parking, and access controls, enhanced landscaping requirements, and increased building setbacks. In 2019, there was discussion about developing the area as a recreational complex, but that was not realized. These conditions are now addressed in the County's ordinances and development regulations.

Mr. John Culbreth asked if the petitioner was present and to state if you are the owner or representative.

Mr. Steven Jones with the law firm of Taylor English Duma, showed a PowerPoint presentation and explained to the board the property location and that there is a need for manufacturing uses and data center. He explained the type of buildings that will be on the property from large to small and that the county anticipates a large amount of nonresidential for this area, M-1 zoning is appropriate according to Mr. Jones, and is next to Clayton County which will be good for business. He asked the board for approval.

Mr. Culbreth asked the audience if there was anyone in favor of the petition.? With no response from the audience then he asked if there was anyone in opposition to the petition.?

Ms. Julianna Terpstra states she is in the neighborhood touching where they want to develop where there are only two ways out and for the last seven years, she has been there she would like not to have the extra traffic, strangers, and keep the silence for her family.

Mr. Culbreth asked for any more opposition audience that wants to express their concerns.? No one responded and he brought the petition back to the board.

Mr. Jones spoke on how to resolve the concerns of the opposition questions, where he stated they really would like to target a data center, he wasn't sure what type of user would be there right now, but those users are not heavy on traffic. The property to the south he is proposing a seventy five foot buffer on Oak Hill Road and the building itself to deal with noise and site screening. For the strangers they are not proposing any additional entrances onto Oak Hill Road, they will be two point access on Highway 85.

Mr. Culbreth asked Mr. Jones about the data center and what the specific plans will be, but do you have any clients/potential candidates for the use should the rezoning occur.?

Mr. Jones responded there has been interest but the way the manufacturing and technology infrastructure companies look for something you can put on the ground because the need is there.

Mr. Jim Oliver added a rough piece of property where the petitioner will probably be losing two thirds of it into the swamp. He then asked if they would need more commercial pieces here in the county where some of them have been sitting vacant for a long time and if not, this kind of use then what.? Another commercial strip center.? What exactly what type of light industrial you are talking about.? If it goes against the land use plan you will need to address that.

Mr. Jones asked to go back to his presentation on page four to show his plan where the land use plan contemplates industrial uses in this corridor of north 85 into your other point across the street a commercial was redeveloped into a self storage and that shows that the market is trending away from highway commercial uses to other uses. There is not

potential commercial uses for this property, where the co-plan said commercial area requires visibility which this property doesn't have and that's why is perfect for this type of use, also the majority of the acres lay behind which gives it a vision screen from 85. The zoning issues of this property and the present zoning of it show there is no other what. We don't want a heavy manufacturer we want a light manufacturer. He states the co-plan contemplates such uses where it says light industrial are appropriate. So, from an economic liability perspective which the constitution promises a property owner, we haven't seen that since Fayette County enacted the ordinance, that's why he thinks the co-plan and the lack of liability of the property supposedly zoned really dictate and indicate that it should be rezoned to light industrial.

Mr. Jim Oliver responded he didn't think it unconstitutional if you had not been denied a rezoning, you can't develop as it is in preceding years you are not being denied a development you are asking for a change in the zoning.

Mr. Jones replied this is correct, but the argument is that the market has not brought users to this property as presently zoned otherwise it would it been developed and used as presently zoned.

Mr. Oliver asked the petitioner on each of these petitions you have conditions, do you have any problems regarding these conditions.? The applicant responded no.

Mr. Chairman asked staff originally recommended denial of this petition.?

Mrs. Bell responded they recommended denial of the petition because it does not align with the land use plan but if the petition is approved, we provided three recommended conditions.

Mr. Boris Thomas asked Mr. Jones a couple of things that you said are conflicting, the board does not know what the in use will be but it if is not attracting consumers that leads us to believe that can only be used for a distribution center or a place where vehicles are coming in and out, shifts changes if it a small warehouse where will impact upon the traffic and shopping that is already crowded. If we open the zoning it will impact northern Fayette in a negative way, we are not stopping you from being developed we are not allowing a change in the zoning. If you don't have a consumer plan it can only be a warehouse/ distribution center and that will increase the traffic.

Mr. Jones replied this would be more appropriate for light manufacturing for a company that does not require that direct interstate access.

Mr. John Kruzan asked about the size of the buildings like the one specified on the application's intent 260,000 sf distribution center.

Mr. Jones responded if you look at our LOI we proposed a commerce center, from the market perspective distribution is not a viable option at this property.

Mr. Culbreth asked for a motion for petition 1358-24-A.?

Boris Thomas made the motion to recommend DENIAL of Petition 1358-24-A. John Kruzan seconded the motion. Jim Oliver and Danny England, the Opposed motion carried 3-2.

9. Consideration of Petition 1358-24-B, request to rezone 55.066 acres from C-H to M-1 for the purposes of developing a distribution warehouse. The property is located in Land Lot(s) 248 of the 5th District and fronts on State Route 85 N and Oak Hill Road.

Ms. Bell asked to have a separate public hearing for petition 1358-24-B.

Chairman Culbreth stated the petitioner was present and to come back in the representation of both items 1358-24-A and B.

Mr. Jones added it was acceptable for the chairman and the commissioners to reincorporate by reference the comments and the presentation I made.

Mr. Culbreth asked the audience if anyone opposed the petition.?

Mrs. Julianna Terpstra added she doesn't want the traffic.

Chairman Culbreth brought the petition back to the board and asked for a motion.

John Kruzan made the motion to recommend DENIAL of Petition 1358-24-B. Boris Thomas seconded the motion. Jim Oliver and Danny England opposed, the motion carried 3-2.

10. Consideration of Revised Development Plan RDP-020-24, The Woodlands, request approval of a Revised Development Plan for The Woodlands as depicted in the Preliminary Master Plan approved on November 9, 2006. The request is to remove an undeveloped phase, consisting of 28.450 acres, from the development. Property is located in Land Lot 88 & 73 of the 5th District and fronts Dixon Circle and S. Jeff Davis Drive.

Ms. Bell read the petition and added that the applicant is requesting a revision to the Development Plan for The Woodlands Subdivision to remove the undevelopment phase from the original development plan. **Per Sec. 104-595.(2)h.2.**, proposed revisions to a recorded major final plat shall, after prescribed public notice, be considered in public hearings before the planning commission and board of commissioners. The staff recommends approving the revised plan due to the area remaining undeveloped and having independent road access points. The Woodlands subdivision was developed in phases between 1988 and 2006, with Tract D, which contains 28.45 acres, being the last piece of the original plan. The parcel is located southeast of Fayetteville on Jeff David Drive. She showed the location of the lot on the maps.

Mr. John Culbreth asked if the petitioner was present.?

Ms. Christine Flanigan introduced herself as a representative of Jerry Gable who is the owner of the property and stated this is a revised development plan on Mr. Gable's property it was never owned or part of the woodlands because he never sold that parcel to them, his intention is to sell the parcel.

Mr. Culbreth asked if there was anyone in support of the petition.? With no response from the audience, then he asked if anyone was in opposition to please come forward.

Mr. Charles Bennett stated he resided at the adjacent parcel to the subject property and had been there for thirty three years which we purchased from the father of Jerry Gable, the property is not usable, and the only road access from South Jeff Davis and Dixon Circle ends at our driveway. He stated he was fine if they wanted to subdivide the parcel and asked the county would be a good idea to buy it for refugee animals.

The chairman asked if anyone else was in opposition.?

Mr. Mike Jorgensen resides on the woodlands, he is a lake property owner. I was told the house on South Jeff Davis was not included in the sale of those twenty acres, if that's true there is no access to that property on South Jeff Davis, there is a trail that you can walk to but can not drive to. How do we get to know what is going to be built on it.? The other issue he asked is whether the lake has to be maintained by the new owner, the size of the homes, and access to S. Jeff Davis. The last time the project was approved the county commissioners had major concerns about only one entrance in/out of the woodlands.

The chairman thanked Mr. Mike for his comment and asked if anyone else was in opposition.

Mr. Barry Hitechen, has lived in Dixon Circle for thirty three years and states their concerns about what's going to happen to this property, how many houses are going in, what will be the access points, and adding more traffic to our street. Dixon is a very narrow street, a dead end, there are no sidewalks, and we have to deal with a lot of delivery trucks. He thinks is best to rezone to A-R which will limit the number of houses and traffic in our street.

Ms. Christine Flanigan stated she is aware of their concerns, and they had no offers on the table at the moment, the rezoning will come up later, the owner just wants to be able to sell it the lots.

Mr. Culbreth asked Ms. Flanigan is there was no road access to the property.?

Ms. Flanigan there is a car width access to the Dixon roadside and Mr. Bennett is thinking of selling his property maybe whoever buys the property will buy that too.

Chairman Culbreth added to the statements that came up twice about what going

on about the property, which we cannot control. And asked for a motion for the petition.

Jim Oliver made the motion to recommend APPROVAL of Petition RDP-020-24. John Krizan seconded the motion. The motion carried 5-0.

11. Consideration of Amendments to Chapter 110. Zoning Ordinance, regarding article VII.- Zoning Board of Appeals. – Sec. 110-242. – Powers and Duties.

Ms. Bell explained Staff is presenting a recommendation to amend Sec. 110-242. Powers and Duties. This amendment addresses the powers and duties of the Zoning Board of Appeals. It provides criteria for variances for unimproved nonconforming lots and clarification regarding variances allowed for improved illegal lots. Staff recommends approval of the amendments as presented. We had a number of nonconforming and illegal lots come up recently and various cases specially the zoning board of appeals and before this board and the attorneys had work with us to give us some guidance on when variances will be allowed and there are some very specific criteria. Previously no lot is illegible for a variance as it stands now for reduction in lot size, lot width or road frontage unless is for an improved illegal lot. What this amendment does is it provides at an unimproved nonconforming lot will have some criteria where it would be eligible for a variance and an improved illegal lot also have some criteria where it would be eligible for consideration by the zoning board of appeals. We had several lots where we trying to consider their less than the minimum district is or its zoned A-R but its been in that consideration since 1965, the problem is that it doesn't meet the 250' lot width building line and this will allowed to be approve for a variance to the lot width at building line for that lot up to a certain point but it would it take it down to zero. For example a lot that a lot width of 200 feet wide and it have 3 acres wouldn't meet A-R zoning requirement because its not 250' is 200' but they can get a variance to make it a buildable lot. There is similar criteria for road frontage we have some lots maybe 30-40 feet of road frontage so the same standards that applies to existing nonconforming lots or land lot properties are require if it a legal nonconforming lot to have a 20 foot recorder access easement. This will allow for a variance for those older existing lots as long as they have at least 20 feet of road frontage so it's the same standard we are applying their to this nonconforming lots.

Mr. Oliver asked does this help to address when sometimes people have a piece of property that have an older house that its going to be nonconforming and we were trying to let them live on the old house while they were building the new house.?

Ms. Allison Cox responded this will not impact that at all, the ZBA grant variances of several different sources. If you look at the section that you are considering it their powers as it is currently drafted the ZBA has no power to even consider a variance to lot width, road frontage or size. So, what we are trying to do is in these nonconforming lots that exist in the county for whatever reason to another in other for them to be buildable at all most of them needs to be consider for a variance in their size, if they are an A-R and they are 3.5 they are not buildable as currently is drafted. What you are amending is their authority.

Mr. Danny England added three years ago they were trying to address this issue.

Mr. Culbreth replied this would allow the ZBA to vote on it.

Ms. Cox responded once the ZBA looked at these and if they are granted then if other variances are necessary the property owner will come back at a later time and ask for those sizes yard variances or wood variances as far as the back, but these have to be address first because you can do anything if your lot is not big enough. This will put in place the minimums and the maximums, if you look at letter C which is what we are amending you will never be allowed to go lest than an acre and if you need a well is acre and a half so now the ZBA have some guidepost to look at when they are trying to grant the variances the impact the way the county looks.

Mr. Oliver and Danny England asked if he really thought that we have a power of theirs.

Ms. Cox the ZBA will hear these and then they will go on a later date for variance.

Mr. Culbreth asked if anyone was in favor of the petition.? No one responded, then he asked for anyone in opposition, but no one responded. The chairman asked for a motion for the petition.

Danny England made the motion to recommend APPROVAL of Consideration of Amendments to Chapter 110. Zoning Ordinance, regarding article VII.- Zoning Board of Appeals. – Sec. 110-242. – Powers and Duties. Jim Oliver seconded the motion. The motion carried 4-0-1. Boris Thomas abstained from voting.

ADJOURNMENT:

John Kruzan moved to adjourn the meeting. Danny England seconded. The motion passed 5-0.

The meeting adjourned at 8:20 p.m.

ATTEST:

**PLANNING COMMISSION
OF
FAYETTE COUNTY**

JOHN H. CULBRETH, SR., CHAIRMAN

DEBORAH BELL
DIRECTOR, PLANNING & ZONING

DRAFT



REZONING APPLICATION

TO AMEND THE OFFICIAL ZONING MAP OF FAYETTE COUNTY, GA

A COMPLETE REZONING APPLICATION MUST BE SUBMITTED TO THE PLANNING AND ZONING DEPARTMENT BY 12:00 NOON ON THE TENTH (10th) DAY OF THE MONTH 2 MONTHS PRIOR TO HEARING DATE.

If the tenth day of the month is on a weekend or holiday, the application filing deadline is extended to the next business day (see Hearing Schedule on page 2).

Yield Plan: The Conservation Subdivision (C-S) and Estate Residential District (EST) zoning districts require a Yield Plan to be submitted prior to the Rezoning Application. The Yield Plan must be submitted via the County's online plan review program by 12:00 noon on the tenth day of the month. If the tenth day of the month is on a weekend or holiday, the application filing deadline is extended to the next business day. If a Yield Plan is in review and all departmental comments have not been addressed and approved by the advertising deadline, the application will be delayed until the next month for which it can be properly advertised. Please request a Yield Plan checklist.

Fayette County Planning and Zoning Department
140 Stonewall Avenue West, Suite 202
Fayetteville, GA 30214
Phone: 770- 305-5421
E-mail: zoning@fayettecountyga.gov

REZONING APPLICATION FILING FEES (per parcel being rezoned)

(based on number of acres to be rezoned)

0 to 5 Acres	\$250.00*
6 to 20 Acres	\$350.00*
21 to 100 Acres	\$450.00*
101 or more Acres	\$550.00*

*An additional \$20.00 deposit is required (per public hearing sign posted on property). If the sign frame(s) is returned to the Planning and Zoning Department within five (5) working days of the last applicable public hearing, the sign deposit will be reimbursed to the applicant. **The application filing fee and sign deposit may be combined on one (1) check made payable to Fayette County.** Application filing fees may be refunded ONLY when an application request is withdrawn in writing by the applicant PRIOR TO placement of the legal advertisement for said public hearing request (at least 30 days before scheduled Planning Commission public hearing).

A submittal that is missing any required documents, or that has inaccurate or out-of-date documents, is not considered a complete application, and may be moved to a later meeting date. Please refer to the checklist on page 10 for a list of required documents.

HEARING SCHEDULE FOR 2024 REZONING APPLICATIONS

(Dates are subject to change with notice. If a hearing falls on a holiday, a different hearing date will be scheduled.)

Deadline for application is the tenth (10th) of the 2nd month before the meeting, by noon. If the tenth day of the month is on a weekend or holiday, the application filing deadline is extended to the next business day. Rezoning applications require a total of two (2) public hearings: one by the Planning Commission (first Thursday of the month) and another public hearing by the Board of Commissioners (fourth Thursday of the month). The Meeting Schedule reflects adjustments for holidays. Both public hearings are held at the Fayette County Administrative Complex at Stonewall (located at the southwest corner of SR 54 and SR 85 in downtown Fayetteville) on the first floor in the Public Meeting Room (near the fountain). Planning Commission hearings begin at 7:00 p.m., and Board of Commissioners hearings begin at 5:00 p.m., unless otherwise noted.

APPLICATION FILING DEADLINE – 12:00 PM	PLANNING COMMISSION HEARING DATE – 7:00 PM	BOARD OF COMMISSIONERS HEARING DATE – 5:00 PM*
November 10, 2023	January 4, 2024	January 25, 2024
December 11, 2023	February 1, 2024	February 22, 2024
January 10, 2024	March 7, 2024	March 28, 2024
February 12, 2024	April 4, 2024	April 23, 2024++
March 11, 2024	May 2, 2024	May 23, 2024
April 10, 2024	June 6, 2024	June 27, 2024
May 10, 2024	July 18, 2024**	August 22, 2024**
June 10, 2024	August 1, 2024	August 22, 2024
July 10, 2024	September 5, 2024	September 26, 2024
August 12, 2024	October 3, 2024	October 24, 2024
✓ September 10, 2024	November 7, 2024	December 12, 2024*
October 10, 2024	December 5, 2024	January 23, 2025
November 12, 2024	January 2, 2025	January 23, 2025
December 10, 2024	February 6, 2025	February 27, 2025

++ BOC meeting is on Tuesday, April 23 due to the ACCG Conference.

*** November & December 2024 Board of Commissioners hearings begin at 2:00 PM.**

**** 4th of July Holiday Schedule**

PETITION No (s): _____

STAFF USE ONLY

APPLICANT INFORMATION

Name Brent Holdings, LLC
Address 9008 Highway 16
City Senoia
State Georgia Zip 30276
Email dfields@brentholdings.net
Phone 770-461-0478

PROPERTY OWNER INFORMATION

Name LDO Fayette, LLC (f/k/a Brent-Fayette, LLC)
Address 9008 Highway 16
City Senoia
State Georgia Zip 30276
Email dfields@brentholdings.net
Phone 770-461-0478

AGENT(S) (if applicable)

Name Daniel Fields
Address 9008 Highway 16
City Senoia
State Georgia Zip 30276
Email dfields@brentholdings.net
Phone 770-461-0478

Steven L. Jones,
Name Partner, Taylor English Duma LLP
Address 1600 Parkwood Circle, Suite 200
City Atlanta
State Georgia Zip 30339
Email sjones@taylorenghish.com
Phone 404-218-2756

(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: _____ Date: _____

DATE OF PLANNING COMMISSION HEARING: _____

DATE OF COUNTY COMMISSIONERS HEARING: _____

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

Date Paid: _____ Receipt Number: _____

PETITION No.: 1358-24-A **Fees Due:** \$250 **Sign Deposit Due:** \$20

STAFF USE ONLY

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

Parcel # (Tax ID): 0552 030 Acreage: 2.242
Land District(s): 5 Land Lot(s): 248
Road Name/Frontage L.F.: SR 85 N / 213.62' Road Classification: Major Arterial
Existing Use: Vacant Land Proposed Use: Distribution Warehouse
Structure(s): N/A Type: None Existing Size in SF: None
Existing Zoning: A-R Proposed Zoning: M-1
Existing Land Use: Agriculture-Residential Proposed Land Use: Light Industrial
Water Availability: Yes Distance to Water Line: 0 Distance to Hydrant: ~147.6'

PETITION No.: 1358-24-B **Fees Due:** \$450 **Sign Deposit Due:** \$40

STAFF USE ONLY

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

Parcel # (Tax ID): 0552 014 Acreage: 55.066
Land District(s): 5 Land Lot(s): 248
Road Name/Frontage L.F.: SR 85 N / 1024.75' Road Classification: Major Arterial
Road Name/Frontage L.F.: Oak Hill Rd / 293.42' Road Classification: Internal Local
Existing Use: Vacant Land Proposed Use: Distribution Warehouse
Structure(s): N/A Type: None Existing Size in SF: None
Existing Zoning: C-H Proposed Zoning: M-1
Existing Land Use: Highway Commercial Proposed Land Use: Light Industrial
Water Availability: Yes Distance to Water Line: 0 Distance to Hydrant: ~82.5'

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:
LDO Fayette, LLC (f/k/a Brent-Fayette, LLC)

(Please Print)

Property Tax Identification Number(s) of Subject Property: 0552 014, ~~0552 044~~, and 0552 030

(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) 248 of the 5th 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 77.64 acres (legal description corresponding to most recent recorded plat for the subject property is attached herewith).

(I) (We) hereby delegate authority to Daniel Fields and/or Steven L. 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
9008 Highway 16, Senoia, GA 30276

Address
N/A

Signature of Property Owner 2
N/A

Address
N/A

Signature of Property Owner 3
N/A

Address
[Signature]

Signature of Authorized Agent
9008 Highway 16, Senoia, GA 30276

Address 1600 Parkwood Circle Suite 200 Atlanta, Georgia 30339

[Signature]
Signature of Notary Public
8/12/2024

Date
N/A

Signature of Notary Public
N/A

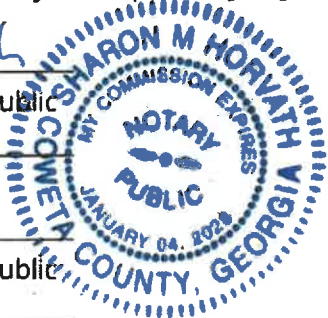
Date
N/A

Signature of Notary Public
N/A

Date
[Signature]

Signature of Notary Public
8/12/2024

Date



PETITION No.: _____

OWNER'S AFFIDAVIT

(Please complete an affidavit for each parcel being rezoned)

NAME: LDO Fayette, LLC (f/k/a Brent-Fayette, LLC)

ADDRESS: 9008 Highway 16, Senoia, GA 30276

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

LDO Fayette, LLC (f/k/a Brent-Fayette, 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 ~~\$000~~ 760 to cover all expenses of public hearing. He/She petitions the above named to change its classification to M-1, Light Industrial District.

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 October 3, 2024 at 7:00 P.M.

PUBLIC HEARING to be held by the Board of Commissioners of Fayette County on the day of October 24, 2024 at 7:00 P.M.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 12th DAY OF August, 2024

[Signature]

SIGNATURE OF PROPERTY OWNER

N/A

SIGNATURE OF PROPERTY OWNER

Sharon M. Horvath

NOTARY PUBLIC



AGREEMENT TO DEDICATE PROPERTY FOR FUTURE RIGHT-OF-WAY

I/We, LDO Fayette, LLC (f/k/a Brent-Fayette, LLC), said property owner(s) of subject property requested to be rezoned, hereby agree to dedicate, at no cost to Fayette County, 100 feet of right-of-way along Georgia State Route 85 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 12th day of August, 2024.

[Handwritten Signature]

SIGNATURE OF PROPERTY OWNER

SIGNATURE OF PROPERTY OWNER

Sharon M. Horvath
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/.

- 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 9th day of August, 2024

[Signature]

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

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
- 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).

Steven L. Jones | Partner
Direct Dial: 678.336.7282
Cell Phone: 404.218.2756
E-mail: sjones@taylorenglish.com

October 21, 2024

VIA EMAIL: tsmith@fayettecountyga.gov & dbell@fayettecountyga.gov

Board of Commissioner of Fayette County, Georgia (the “BOC”)
c/o Tameca P. Smith, MBA, CMC, County Clerk &
Deborah Bell, RLA, Director, Community Development Department
140 Stonewall Avenue, West
Suite 100
Fayetteville, Georgia 30214

Re: Fayette County Parcel Identification Numbers (“TPNs”): 0552 030 and 0552 014 (collectively, the “Property”) owned by LDO Fayette, LLC (f/k/a Brent-Fayette, LLC) (the “Owner”); to-be-assigned Rezoning Petition Nos. (collectively, the “Application”) of Brent Holdings, LLC (the “Applicant”).

Dear Mmes. Bell and Smith:

This letter serves to convey the enclosed letter of intent for the above-referenced Application as well as standard, and procedurally required constitutional and *York* objections. Please ensure that all enclosures are included with the files for the Application and presented to the Fayette County Board of Commissioners (the “BOC”) prior to their final vote on the Application.

Should you have any questions/concerns regarding this letter, its attachments/enclosures, and/or the Application, please do not hesitate to contact me.

Sincerely,



Steven L. Jones

Enclosures

cc: Applicant

Narrative and Site Plan Submission:
Rezoning Application

Highway 85 & the Fayette County/Clayton County Line
Fayette County, Georgia

Property:

Fayette County Tax Parcel Numbers
0552 014 and 0552 030

Applicant:

Brent Holdings, LLC

c/o

Daniel Fields
270 North Jeff Davis Drive
Fayetteville, Georgia 30214
(770) 461-0478
dfields@brentholdings.net

&

Steven L. Jones
Taylor English Duma LLP
1600 Parkwood Circle
Suite 200
Atlanta, Georgia 30339
(404) 218-2756
sjones@taylorenghish.com

I. INTRODUCTION

Brent Holdings, LLC (the “Applicant”) respectfully requests the rezoning of two (2) parcels (the “Property”) more particularly described in its Rezoning Application to Amend the Official Zoning Map of Fayette County, Georgia (the “Application”). The Applicant is the contract purchaser of the Property and will be acting as the agent on behalf of the owner, LDO Fayette, LLC (the “Owner”).

The Property consists of Fayette County Tax Parcel Identification Numbers 0552 014 and 0552 030 and is 57.308 +/- acres. The Property fronts on and is accessed via Georgia State Route (i.e., “Highway”) 85 at the Fayette County and Clayton County line (“Property”).

The Property is currently zoned C-H, Highway Commercial District (“CH”). The Application seeks to rezone the Property to the M-1, Light Industrial District (“M-1”) to develop a commerce-industry complex with small business buildings ranging in size from approximately 12,000 square feet to 20,000 square feet and a distribution warehouse of approximately 260,000 square feet to the rear of the Property. The larger building is suitable for subdivision so that it can accommodate industries and business with various space requirements.

The proposed development is shown on the illustrative concept plan submitted with the Application. Please note that the concept plan submitted with the Application is conceptual in nature and subject to final engineering as well as the requirements of the business and industries that desire to locate and operate in Fayette County on the Property.

In order to accomplish the proposed development, which will drive economic development, retain jobs in Fayette County, and locate industry on a state route, the Applicant has submitted the Application.

II. ANALYSIS OF REZONING FACTORS

As demonstrated below, the Application satisfies the exclusive factors for rezoning set forth in Section 110-300 of The Zoning Ordinance of Fayette County, Georgia (the “Zoning Ordinance”), which is codified at Chapter 110 of The Code of Fayette County, Georgia. Below, each such factor is restated and is followed by the Applicant’s analysis of each factor.

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

The Fayette County Comprehensive Plan 2017-2040 (the “Comp. Plan”) designates the Property as being within a “**Nonresidential Corridor Area**,” which generally fronts state routes north of Fayetteville, Georgia. (Comp. Plan pp. GC-11, GC-21). In this area, the Comp. Plan anticipates “a large amount of nonresidential development (office, commercial[,] and industrial) . . . on both sides of a roadway.” (Comp. Plan. P. GC-11). “[A]pplicable zoning districts for this area based on the underlying land use category depicted on the Future Land Use Plan include . . . M-1, Light Industrial District.” (*Id.*).

The Property is identified on the Future Land Use Map (“FLUM”) within the Comp. Plan as being within the Commercial FLUM designation. And, the Comp. Plan identifies as a subset of properties within the Commercial FLUM designation that are along “SR 85 North of Fayetteville.” (*Id.*, p. L-11). **Specifically, this area on “SR 85 North of Fayetteville” and in which the Property is located, is “[a] nonresidential corridor [that] extends from the city limits of Fayetteville north to the county line. It provides an area where a variety of nonresidential uses including commercial, office, and light industrial are appropriate. The area contains opportunity for infill, redevelopment and new development.”** (*Id.*). Additionally, while “[t]he existing transportation pattern does not support large scale . . . warehousing or manufacturing uses, [which] traditionally, require more immediate access to an interstate systems, . . . **Fayette County will continue to receive interest from smaller commercial and industrial uses.**” (*Id.* at p. L-14). **That is exactly what the application proposes: small industrial uses of various sizes.**

To that end, the vast majority of industrial property used for industrial purposes within unincorporated Fayette County is along State Route 85. (Comp. Plan, pg. L-4 to L-5 (“The majority of industrial activity is centered north of Fayetteville along SR 85 North (BFI Landfill property, numerous auto salvage facilities, and Kenwood Business Park) and SR 314 (Lee Center).”).

Unfortunately, the Property remains undeveloped under its current zoning classification. Given that the Property remains undeveloped in its current state, a commerce-industry complex that is consistent with other uses along the corridor and the Comp. Plan would be appropriate and provide an opportunity for new development as service industries, small businesses, and industrial users are actively looking for space along the corridor given its access to Interstate 75. Although the Property’s Future Land Use Map (“FLUM”) designation of commercial does not typically correspond to the requested M-1 zoning district, the Comp. Plan makes clear that the Property is appropriate for the type of commercial-industrial development proposed by the Application. Additionally, a change in this zoning district, which is consistent with other zoning districts in the overall corridor and the Comp. Plan, would provide an opportunity for development on property that has remained undeveloped over a fifteen (15) year period in which economic tailwinds have encouraged development.

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

As previously mentioned, the Comp. Plan identifies the corridor that extends from the city limits of Fayetteville north to the county line as non-residential with opportunities for both commercial and light industrial development. The Property is bordered to (a) northwest and west by SR 84 and properties used for heavy commercial (and potentially light industrial) uses; (b) northeast and east by Camp Creek, the common boundary between Fayette County and Clayton County, and undeveloped property owned by the Clayton County Board of Commissioners, the Owner, and a third party; and (c) to the south by estate residential properties fronting on Oak Hill Drive and Green Valley Drive.

Evaluating the overall mix of uses in the identified corridor and the area in unincorporated Fayette County around the Property, there exists light heavy commercial/industrial, low-density residential, and commercial uses. Adjacent to the low-density residential properties—in other

words, along the southern border of the Property—there will be a seventy-five-foot (75') buffer that will ameliorate any incompatibility between the two uses. Additionally, as shown on the concept plan, activity areas of the development—i.e., the truck court and loading docks—face away and are on the side of the building opposite from the low-density residential uses. Given the existing uses in this area, the Applicant's proposed rezoning will complement, enhance, and be consistent with the current mixture of uses in that area. Thus, the requested rezoning will not decrease the value of surrounding properties. Rather, the development proposed by the Application will have a positive impact upon surrounding properties and their values.

(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 Application, if approved, would not result in a use which would or could cause an excessive or burdensome use of existing or planned streets, utilities, or schools. As noted above, the Comp. Plan envisions properties within the SR 85 corridor north of Fayetteville as being used for small commercial and industrial uses and acknowledges that SR 85 is intended and constructed for major thoroughfare traffic, including traffic towards interstate I-75. Given the extensive development along SR 85 and the availability of utilities, the Application, if approved, would not create an excessive or burdensome use of existing or planned utilities. Finally, the use will not impact schools as it will not affect the number of students utilizing existing or planned 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.

Based on its size and location, the Property is suitable for a small business commerce-industry complex with a combination of various building sizes that would be well situated for businesses and industries desiring to operate in Fayette County with convenient access to Interstate 75. The development trend around the Property, as noted by the Comp. Plan and above is consistent with the development proposed by the Application.

The Property's existing C-H zoning has rendered the Property without a market for an economically viable development. As a result, the present C-H zoning assigned to, and the undeveloped state of, the Property does not benefit the County. Therefore, the proposed rezoning would provide an opportunity for development of a commerce-industry complex that would generate economic benefits (i.e., jobs and tax revenue) to the County that are currently not being generated. Additionally, the proposed rezoning would not pose a threat to the public health, safety, morals, or general welfare of the public, and there is no gain to the public for this property to continue to remain as presently zoned and undeveloped.

III. CONCLUSION

For the foregoing reasons, the Applicant respectfully requests that the Fayette County Board of Commissioners approve the Application as requested by the Applicant with only conditions consented to by the Application. If there are any questions about this application, you may contact me at 770-461-0478 or dfields@brentholdings.net.

IV. PRESERVATION OF RIGHTS

Georgia law and the procedures of Fayette County require us 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 are required to and hereby raise the objections set forth in Exhibit "A" and Exhibit "B" hereto at this time:

Sincerely,

/s/ Daniel Fields _____

DANIEL FIELDS &
STEVEN L. JONES

EXHIBIT “A”**CONSTITUTIONAL OBJECTION**

As applied to the real property of LDO Fayette, LLC (the “Owner”), which is identified as Fayette County Tax Assessor Parcel No(s): 0552 014 and 0552 030 (collectively, the “Subject Property”) and is the subject of the previously-filed rezoning application (the “Application”) of Brent Holdings, LLC (the “Applicant”), and facially, the Zoning Ordinance of Fayette County, Georgia (the “Zoning Ordinance”), codified at Chapter 110 of the Code of Ordinances of Fayette County, Georgia (the “Code of Ordinances”) is unconstitutional in that the Applicant’s (and the Owner’s) property rights in and to the Subject Property have been destroyed without first receiving fair, adequate, and just compensation for such property rights. As applied to the Subject Property and facially, the Zoning Ordinance deprives the Applicant (and 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.

Application of the Zoning Ordinance to the Subject Property, and the Zoning Ordinance facially, are unconstitutional, illegal, arbitrary, capricious, null, and void, constituting takings of the Subject 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 (and the Owner) of an economically viable use of the Subject Property while not substantially advancing legitimate state interests.

Inasmuch as it is impossible for the Applicant (and/or the Owner) to use the Subject Property and simultaneously comply with the Zoning Ordinance, the Zoning Ordinance, as applied to the Subject Property, and the Zoning Ordinance facially, constitute arbitrary, capricious, and unreasonable acts by Fayette County, Georgia 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.

Application of the Zoning Ordinance to the Subject Property and the Zoning Ordinance facially are unconstitutional and discriminate against the Applicant (and the Owner) in arbitrary, capricious, and unreasonable manners between the Applicant (and 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.

Failure to approve the Application, with only those conditions consented to by the Applicant, would be unjustified from a fact-based standpoint and instead would result only from

EXHIBIT "A"

constituent opposition, which would be an unlawful delegation of authority in violation of Article IX, Section II, Paragraph IV of the Constitution of the State of Georgia of 1983.

WHEREFORE, the Applicant and the Owner request that the Board of Commissioners of Fayette County, Georgia approve the Application, as specified and designated therein, with only conditions consented to by the Applicant.

Respectfully submitted this 21st day of October 2024.

TAYLOR ENGLISH DUMA LLP
Counsel for Applicant/Owner

/s/ Steven L. Jones

Steven L. Jones

Georgia State Bar No.: 639038

1600 Parkwood Circle
Suite 200
Atlanta, Georgia 30339
(678) 336-7282
sjones@taylorenghish.com

EXHIBIT “B”**OBJECTION TO AND FOR ZONING HEARING BASED ON
YORK V. ATHENS COLLEGE OF MINISTRY, INC.**

As applied to Brent Holdings, LLC (the “Applicant”) and the real property of LDO Fayette, LLC (the “Owner”), which is identified as Fayette County Tax Assessor Parcel No(s): 0552 014 and 0552 030 (the “Subject Property”) and is the subject of the previously-filed rezoning application regarding the Subject Property (the “Application”) of the Applicant, any and every public hearing regarding, and any Board of Commissioners of Fayette County, Georgia (“BOC”) action (including, but not limited, any final action) on, the Application, and the Zoning Ordinance of Fayette County, Georgia (the “Zoning Ordinance”), codified at Chapter 110 of the Code of Ordinances of Fayette County, Georgia (the “Code of Ordinances”) facially and as applied to the Subject Property, the Applicant, the Owner, and the Application, are objected to by Applicant and 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 and Owner are filing a Constitutional Objection, and all Objections set forth therein are incorporated herein by reference as if fully restated. The Applicant and Owner object to any and every public and other hearing(s) regarding the Application, including, but not limited to, those before the BOC and/or the Planning Commission of Fayette County Georgia (the “Planning Commission”), 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 and 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 and Owner object 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 and/or the Planning Commission 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 of Fayette County, Georgia (the “Zoning Ordinance”), codified at Chapter 110 of the Code of Ordinances of Fayette County, Georgia (the “Code of Ordinances”); (f) present evidence and/or make statements that are founded, wholly or in part, upon inadmissible, unreliable, nonprobative, insubstantial, and/or lay, nonexpert opinion evidence; and/or (g) fail to disclose any and every campaign (or other) contribution to any member of the BOC.

Additionally, the Applicant and Owner object to any BOC action that does not approve the Application or approves the Application with conditions not consented to by the Applicant and any other action of the County and/or the Planning Commission 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 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) contrary to the report(s) and recommendation(s), to the extent the Applicant consents to the conditions thereof, of (1) the Fayette County, Georgia Department of Planning and Zoning (or any assigns thereof); (2) the Fayette County Planning Commission; and/or (3) any other Department or agency of Fayette County, Georgia or the State of Georgia; (c) founded, wholly or in part, upon inadmissible, unreliable, nonprobative, insubstantial, and/or lay, nonexpert opinion evidence; (d) 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; (e) based, in whole or in part, on evidence and/or information received by the BOC (1) outside of the public hearing on the Application; (2) by *ex parte* or other similar means; and/or (3) otherwise in a manner which does not afford the Applicant a right to respond to or otherwise confront all evidence considered by the BOC in its evaluation of the Application; (f) 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; and/or (g) 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 contends is the case for the applicable ordinances, resolutions, and maps, including, but not limited to, the Zoning Ordinance.

By and through this *York* Objection, the Applicant and Owner hereby preserve 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 and the Owner request that the Board of Commissioners of Fayette County, Georgia approve the Application, as specified and designated therein, with only conditions consented to by the Applicant.

Respectfully submitted this 21st day of October 2024.

TAYLOR ENGLISH DUMA LLP
Counsel for Applicant/Owner


/s/ Steven L. Jones

Steven L. Jones

Georgia State Bar No.: 639038

1600 Parkwood Circle
Suite 200
Atlanta, Georgia 30339
(678) 336-7282
sjones@taylorenghish.com

Return Recorded Document to:
Edwin S. Kemp, Jr.
101 N. Main Street
Jonesboro, GA 30236


Doc ID: 010542840004 Type: WD
Recorded: 12/14/2018 at 04:50:00 PM
Fee Amt: \$158.50 Page 1 of 4
Transfer Tax: \$142.50
Fayette, Ga. Clerk Superior Court
Sheila Studdard Clerk of Court
BK 4822 PG 63-66

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF CLAYTON

THIS INDENTURE, made the **14th day of December, 2017**, between **HERITAGE BANK**, party of the first part, and **BRENT-FAYETTE, LLC**, a Georgia limited liability company, party of the second part,

WITNESSETH That: the said party of the first part, for and in consideration of the sum of **TEN AND 00/100 DOLLARS (\$10.00)** and other goods and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns, all that tract or parcel of land

See Exhibit "A" attached hereto and by reference made a part hereof.

This conveyance is made subject to all easements and restrictions of record.

The purpose of this instrument is to replace that certain Limited Warranty Deed dated December 21, 2017, between the parties herein which was lost or misplaced prior to recording.

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 party of the second part, his heirs and assigns, forever, in **FEE SIMPLE**.

AND THE SAID party of the first part, for his heirs, executors and administrators, will warrant and forever defend the right and title to the above described property, unto the said party of the second part, his heirs and assigns, against claims of all persons owning, holding or claiming by, through or under the said party of the first part.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal, the day and year above written.

HERITAGE BANK

BY: Dondra Clark (Seal)
NAME: Dondra Clark
TITLE: First Vice President

Signed, sealed and delivered in the presence of:

Brenda Kemp
Unofficial Witness
Renee Graham
Notary Public



EXHIBIT "A"

TRACT ONE

All that tract or parcel of land lying and being in Land Lot 248 of the 5th District of Fayette County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin on the Southeasterly side of Georgia State Highway #85, said pin located 280 feet Southwesterly from the concrete right-of-way marker on the common boundary of land formerly owned by O.B. Tyler and land now or formerly owned by Oliver Coogler and Mary Ruth Coogler, as measured along the Southeasterly side of Georgia State Highway #85; running thence South 65 degrees East, 470 feet to a point; thence South 17 degrees West, 211 feet to a point; thence North 86 degrees West, 470 feet to a point on the Southeasterly side of Georgia State Highway #85; thence Northeasterly along the Southeasterly side of Georgia State Highway #85, 211 feet to an iron pin and the point of BEGINNING, together with all fixtures and personal property attached to and constituting a part of said property, and replacements and additions.

TRACT TWO

All that tract or parcel of land lying and being in Land Lot 248 of the 5th District of Fayette County, Georgia, being 56.164 acres, more or less, as depicted per survey prepared for Dan Stinchcomb by Kenneth Edward Presley, Registered Land Surveyor, dated July 27, 1984, and being more particularly described as follows:

BEGINNING at a point located at the intersection of the southeasterly right-of-way of Georgia State Route Number 85 with the centerline of Camp Creek; thence proceed in a southeasterly direction along the centerline of Camp Creek; and with the meanderings thereof, to a point located at the intersection of the centerline of Camp Creek with the southern boundary of Land Lot 248 (this last call is represented by a chord direction of South 37° 32' 52" East for a chord distance of 2,825.96 feet); thence proceed along the southerly boundary of Land Lot 248, North 89° 46' 24" West for a distance of 1,606.0 feet to an iron pin set; thence continue along the southern boundary of Land Lot 248 North 89° 48' 00" West for a distance of 196.4 feet to an iron pin found; thence proceed North 04° 48' 14" West for a distance of 204.9 feet to an iron pin set; thence proceed South 89° 43' 10" West for a distance of 159.6 feet to an iron pin found; thence proceed North 06° 41' 12" East for a distance of 514.27 feet to an iron pin found; thence proceed North 65° 26' 16" West for a distance of 500.61 feet to an iron pin found on the southeasterly right-of-way of Georgia State Route Number 85; thence proceed along the southeasterly right-of-way of Georgia State Route Number 85, North 14° 50' 00" East for a distance of 208.94 feet to an iron pin found; thence proceed South 63° 37' 39" East for a distance of 473.26 feet to an iron pin found; thence proceed North 19° 09' 53" East for a distance of 211.37 feet to an iron pin found; thence proceed South 68° 11' 40" East for a distance of 158.78 feet to an iron pin set; thence proceed North 23° 39' 12" East for a distance of 280.00 feet to an iron pin set; thence proceed North 64° 42' 48" West for a distance of 627.00 feet to an iron pin found on the southeasterly right-of-way of Georgia State Route Number

EXHIBIT "A" CONTINUED

85; thence proceed along the southeasterly right-of-way of Georgia State Route Number 85, North $25^{\circ} 37' 08''$ East for a distance of 830.0 feet to a point located at the intersection of the southeasterly right-of-way of Georgia State Route Number 85 with the centerline of Camp Creek, being the point of BEGINNING, all according to the aforementioned survey, together with all fixtures and personal property attached to and constituting a part of said property, and replacements and additions.

Less and Except:

All that tract or parcel of land lying and being in Land Lot 248 of the 5th Land District of Fayette County, Georgia, and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at the intersection of the southerly right-of-way of Stetson Circle (a proposed 60 foot right-of-way) with the easterly right-of-way of Georgia State Highway 85 (a 180 foot right-of-way), thence proceed in a northeasterly, easterly and southeasterly direction along the southerly and southwesterly right-of-way of Stetson Circle a distance of 1,301.6 feet to a point, such point being the POINT OF BEGINNING; thence proceed south $33^{\circ} 23'$ east along the southwesterly right-of-way of Stetson Circle a distance of 37.36 feet to a point, thence proceed north $56^{\circ} 37'$ east a distance of 60.0 feet to a point, thence proceed south $33^{\circ} 23'$ east along the northeasterly right-of-way of Stetson Circle a distance of 11.74 feet to a point, thence proceed in a southeasterly direction along the northeasterly right-of-way of Stetson Circle a chord distance of 101.559 feet, and an arch distance of 101.571 feet to a point, thence proceed south $30^{\circ} 23'$ east along the northeasterly right-of-way of Stetson Circle a distance of 287.18 feet to a point, thence proceed in a southeasterly, southerly and southwesterly direction along the northeasterly, easterly and southerly right-of-way of Stetson Circle an arch distance of 363.95 feet to a point, thence proceed north $61^{\circ} 26'$ west along the southwesterly right-of-way of Stetson Circle a distance of 423.56 feet to point, thence proceed north $28^{\circ} 34'$ east a distance of 60.0 feet to a point; thence proceed north $33^{\circ} 14' 25''$ east a distance of 170.9 feet to a point; thence proceed north $49^{\circ} 33'$ east a distance of 212.0 feet to a point, such point being the POINT OF BEGINNING.

The subject tract contains a total of 4.35 acres and is fully depicted on a plat of survey entitled "Release Plat for Jerry Ballard Homes" dated December 8, 1986, and prepared by Steed and Boyd, Registered Land Surveyors. Such plat of survey is, by this reference, incorporated in and made a part hereof.

-AND-

TRACT THREE

All that tract or parcel of land lying and being in Land Lot 248 of the 5th Land District of Fayette County, Georgia, and being more particularly described as follows:

EXHIBIT "A" CONTINUED

To find the point of beginning, commence at the intersection of the southerly right-of-way of Stetson Circle (a proposed 60 foot right-of-way) with the easterly right-of-way of Georgia State Highway 85 (a 180 foot right-of-way), thence proceed in a northeasterly, easterly and southeasterly direction along the southerly and southwesterly right-of-way of Stetson Circle a distance of 1,301.6 feet to a point, such point being the point of beginning; thence proceed south 33° 23' east along the southwesterly right-of-way of Stetson Circle a distance of 37.36 feet to a point; thence proceed north 56° 37' east a distance of 60.0 feet to a point; thence proceed south 33° 23' east along the northeasterly right-of-way of Stetson Circle a distance of 11.74 feet to a point; thence proceed in a southeasterly direction along the northeasterly right-of-way of Stetson Circle a chord distance of 101.559 feet, and an arch distance of 101.571 feet to a point; thence proceed south 30° 23' east along the northeasterly right-of-way of Stetson Circle a distance of 287.18 feet to a point; thence proceed in a southeasterly, southerly and southwesterly direction along the northeasterly, easterly and southerly right-of-way of Stetson Circle an arch distance of 363.95 feet to a point; thence proceed north 61° 26' west along the southwesterly right-of-way of Stetson Circle a distance of 423.56 feet to a point; thence proceed north 28° 34' east a distance of 60.0 feet to a point; thence proceed north 33° 14' 25" east a distance of 170.9 feet to a point; thence proceed north 49° 33' east a distance of 212.0 feet to a point, such point being the point of beginning, together with all fixtures and personal property attached to and constituting a part of said property, and replacements and additions.

The subject tract contains a total 4.35 acres and is fully depicted on a plat of survey entitled "Release Plat for Jerry Ballard Homes" dated December 8, 1986, and prepared by Steed and Boyd, Registered Land Surveyors. Such plat of survey is, by this reference, incorporated in and made a part hereof.

Legal Description

Tract II

Parcel No. 0552 014

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 248, 5th District, Fayette County, Georgia, and containing $\frac{7}{8}$ 55.066 acres, as per plat of survey prepared by Ronald T. Godwin, Registered Land Surveyor, dated 09/12/2024 and being more particularly described as follows:

Beginning at a point formed by the intersection of the southeasterly right-of-way of Georgia State Highway 85 (R/W Varies) and the centerline of Camp Creek being the TRUE POINT OF BEGINNING; Thence proceed in a southeasterly direction along the centerline of Camp Creek, and with the meanderings thereof, to a point located in the center of said creek, having a chord direction of South 36° 26' 45" East for a chord distance of 1492.43 feet to a point; Thence proceed South 37° 45' 31" East for a chord distance of 1409.60 feet to the intersection of the southern boundary of Land Lot Line 248 at the centerline of Camp Creek as referenced in Clayton County deed book 13595 page 598; Thence continuing along said Land Lot Line North 89° 39' 44" West for a distance of 1131.96 feet to a 1" rod found; Thence continuing along said Land Lot Line North 89° 16' 59" West for a distance of 397.04 feet to a 2" open top pipe found on the right-of-way of Oak Hill Road (30' R/W); Thence proceed along the right-of-way of Oak Hill Road North 89° 12' 21" West for a distance of 293.42 feet to a ½" rebar found; Thence leaving the right-of-way of said road North 04° 07' 46" West for a distance of 210.15 feet; Thence proceed South 88° 23' 14" West for a distance 159.99 feet to a 1' open top pipe found; Thence proceed North 07° 08' 00" East for a distance of 514.04 feet to a 1' open top pipe found; Thence proceed North 64° 57' 26" West for a distance of 500.66 feet to a point on the southeasterly right-of-way of Georgia State Highway 85; Thence proceed along the right-of-way of said highway North 27° 34' 46" East for a distance of 44.94 feet. Thence proceed along the right-of-way of said highway 164.40 feet, along a curve, curving to right, said curve having a radius of 2808.00 feet, and a chord bearing North 15° 59' 47" East and a chord distance of 164.37 feet to a point; Thence leaving the right-of-way of said highway, South 63° 30' 10" East for a distance of 462.26 feet to a 1" open top pipe found; Thence proceed North 19° 33' 55" East for a distance of 211.16 feet to a ½" rebar set; Thence proceed South 63° 11' 26" East for a distance of 159.56 feet to a ½" rebar found; Thence proceed North 23° 53' 48" East for a distance of 280.00 feet to a ½" rebar set; Thence proceed North 63° 13' 02" West for a distance of 622.88 feet to a point on the southeasterly right-of-way of Georgia State Highway 85; Thence continuing along the southeasterly right-of-way of said highway, North 26° 11' 17" East for a distance of 135.46 feet to point; Thence continuing along the southeasterly right-of-way of said highway, North 30° 55' 35" East for a distance of 375.28 feet to point; Thence continuing along the southeasterly right-of-way of said highway, North 26° 11' 17" East for a distance of 304.70 feet to point and the TRUE POINT OF BEGINNING



To: Fayette Daily News
From: Fayette County Planning and Zoning
Date: November 14, 2024
Subject: Legal Ad to Run

Petition No: **1358-24-B**

Legal Ad to Run: November 20, 2024

Billing Address: Fayette County Planning & Zoning Department
140 Stonewall Avenue West
Suite 202
Fayetteville, GA 30214

Petition No: **1358-24-B**

Ad to Run: November 20, 2024

**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, December 12, 2024, at 2:00 P.M.**, in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Public Meeting Room, First Floor, Fayetteville, Georgia.

Petition No.:	1358-24-B
Owner/Agent:	LDO Fayette, LLC (f/k/a Brent-Fayette, LLC) Daniel Fields, Steven L. Jones, Partner Taylor English Duma LLP, Agents
Existing Zoning District:	C-H
Proposed Zoning District:	M-1
Parcel Number:	0552 014
Area of Property:	+/-55.066 acres
Proposed Use:	Light Industrial District
Land Lot(s)/District:	Land Lot 248 of the 5 th District
Fronts on:	N Highway 85 and Oak Hill Road

PROPERTY DESCRIPTION

**TRACT TWO +/- 50.066 acres
(Parcel 0552 014)**

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 248, 5th District, Fayette County, Georgia, and containing [±] 55.066 acres, as per plat of survey prepared by Ronald T. Godwin, Registered Land Surveyor, dated 09/12/2024 and being more particularly described as follows: Beginning at a point formed by the intersection of the southeasterly right-of-way of Georgia State Highway 85 (R/W Varies) and the centerline of Camp Creek being the TRUE POINT OF BEGINNING; Thence proceed in a southeasterly direction along the centerline of Camp Creek, and with the meanderings thereof, to a point located in the center of said creek, having a chord direction of South 36° 26' 45" East for a chord distance of 1492.43 feet to a point; Thence proceed South 37° 45' 31" East for a chord distance of 1409.60 feet to the intersection of the southern boundary of Land Lot Line 248 at the centerline of Camp Creek as referenced in Clayton County deed book 13595 page 598; Thence continuing

along said Land Lot Line North 89° 39' 44" West for a distance of 1131.96 feet to a 1"

rod found; Thence continuing along said Land Lot Line North $89^{\circ} 16' 59''$ West for a distance of 397.04 feet to a 2" open top pipe found on the right-of-way of Oak Hill Road (30' R/W); Thence proceed along the right-of-way of Oak Hill Road North $89^{\circ} 12' 21''$ West for a distance of 293.42 feet to a $\frac{1}{2}$ " rebar found; Thence leaving the right-of-way of said road North $04^{\circ} 07' 46''$ West for a distance of 210.15 feet; Thence proceed South $88^{\circ} 23' 14''$ West for a distance 159.99 feet to a 1' open top pipe found; Thence proceed North $07^{\circ} 08' 00''$ East for a distance of 514.04 feet to a 1' open top pipe found; Thence proceed North $64^{\circ} 57' 26''$ West for a distance of 500.66 feet to a point on the southeasterly right-of-way of Georgia State Highway 85; Thence proceed along the right-of-way of said highway North $27^{\circ} 34' 46''$ East for a distance of 44.94 feet. Thence proceed along the right-of-way of said highway 164.40 feet, along a curve, curving to right, said curve having a radius of 2808.00 feet, and a chord bearing North $15^{\circ} 59' 47''$ East and a chord distance of 164.37 feet to a point; Thence leaving the right-of-way of said highway, South $63^{\circ} 30' 10''$ East for a distance of 462.26 feet to a 1" open top pipe found; Thence proceed North $19^{\circ} 33' 55''$ East for a distance of 211.16 feet to a $\frac{1}{2}$ " rebar set; Thence proceed South $63^{\circ} 11' 26''$ East for a distance of 159.56 feet to a $\frac{1}{2}$ " rebar found; Thence proceed North $23^{\circ} 53' 48''$ East for a distance of 280.00 feet to a $\frac{1}{2}$ " rebar set; Thence proceed North $63^{\circ} 13' 02''$ West for a distance of 622.88 feet to a point on the southeasterly right-of-way of Georgia State Highway 85; Thence continuing along the southeasterly right-of-way of said highway, North $26^{\circ} 11' 17''$ East for a distance of 135.46 feet to point; Thence continuing along the southeasterly right-of-way of said highway, North $30^{\circ} 55' 35''$ East for a distance of 375.28 feet to point; Thence continuing along the southeasterly right-of-way of said highway, North $26^{\circ} 11' 17''$ East for a distance of 304.70 feet to point and the TRUE POINT OF BEGINNING

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of Ordinance 2024-11, amending Chapter 110. Zoning Ordinance, Article VII. Zoning Board of Appeals. Sec. 110-242. - Powers and duties.

Background/History/Details:

This amendment addresses the powers and duties of the Zoning Board of Appeals. Under the current ordinance, the Zoning Board of Appeals may deem an illegal lot a nonconforming lot. However, no lot is eligible for a variance to lot size, lot width or road frontage. The proposed amendment provides criteria for variances for unimproved nonconforming lots and clarification regarding variances allowed for improved illegal lots.

On November 7, 2024, the Planning Commission voted 4-0-1 to recommend approval of the amendment.

What action are you seeking from the Board of Commissioners?

Approval of Ordinance 2024-11, amending Chapter 110. Zoning Ordinance, Article VII. Zoning Board of Appeals. Sec. 110-242. - Powers and duties.

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:

Sec. 110-242. Powers and duties.

- (a) *Appeals from actions of the zoning administrator.* The zoning board of appeals shall hear and decide upon appeals where it is alleged there is error in any order, requirement, decision, or determination made by the zoning administrator in the enforcement of these regulations.
- (1) *Who may appeal.* Appeals to the zoning board of appeals may be taken by any person aggrieved by any decision of the zoning administrator. Such appeals, specifying the grounds thereof shall be filed with the planning and zoning department no later than 30 calendar days after the date of notification of the zoning administrator's decision. The zoning administrator shall forthwith transmit to the zoning board of appeals all the papers constituting the record upon which the action appealed from was taken.
 - (2) *Legal proceedings stayed.* An appeal stays all legal proceedings in furtherance of the action appealed from, unless the zoning administrator certifies to the zoning board of appeals that by reason of facts stated in the certificate a stay would, in the zoning administrator's opinion, cause imminent peril to life and property. In such a case, proceedings shall not be stayed otherwise than by a restraining order from a court of competent jurisdiction.
 - (3) *Extent of the zoning board of appeals' power.* The zoning board of appeals may, in conformity with the provisions of these regulations, reverse or affirm the order, requirement, decision, or determination of the zoning administrator. The zoning board of appeals may direct the issuance of a permit. It shall be the duty of the zoning administrator to carry out the decisions of the zoning board of appeals.
- (b) *Request for a variance.* The zoning board of appeals may authorize, upon appeal in specific cases, a variance from the terms of these regulations as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of these regulations will, in an individual case, result in practical difficulty or unnecessary hardship, so that the spirit of these regulations shall be observed, public safety and welfare secured, and substantial justice done. However, no lot is eligible for a variance for reduction in lot size, lot width, or road frontage, unless the variance request is for: an unimproved nonconforming lot pursuant to paragraph (c), below; or an improved illegal lot pursuant to paragraph (i), below. A variance shall not be granted for any requirements of a conditional use with the exception of a legal nonconforming conditional use (see article V of this chapter), or a use of land, building, or structure that is prohibited in the zoning district at issue, except as otherwise provided herein. In exercising the powers described in this subsection, the zoning board of appeals shall not consider any nonconforming use of neighboring lands, structures or buildings in the same zoning district, and no permitted use of lands, structures, or buildings in other zoning districts as grounds for the issuance of a variance. A variance may be granted in an individual case upon a finding by the zoning board of appeals that all of the following criteria exist:
- (1) There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography; and

- (2) The application of these regulations to this particular piece of property would create a practical difficulty or unnecessary hardship; and
- (3) Such conditions are peculiar to the particular piece of property involved; and
- (4) Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of these regulations; provided, however, no variance may be granted for a use of land, building, or structure that is prohibited herein; and
- (5) A literal interpretation of this chapter would deprive the applicant of any rights that others in the same zoning district are allowed.

(c) Request for a variance: Nonconforming Lots. The zoning board of appeals may authorize, upon appeal in specific cases, a variance from the terms of these regulations as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of these regulations will, in an individual case, result in practical difficulty or unnecessary hardship, so that the spirit of these regulations shall be observed, public safety and welfare secured, and substantial justice done.

- (1) The owner of a nonconforming lot may request a variance to the minimum lot size for its zoning district. However, no nonconforming lot shall be eligible for a variance to the minimum lot size which would result in the nonconforming lot being less than one acre in size. Should the subject nonconforming lot require a well for its water supply, no such nonconforming lot shall be eligible for a variance to the minimum lot size which would result in such nonconforming lot being less than one and one-half acres in size.
- (2) The owner of a nonconforming lot may request a variance to the minimum lot width for its zoning district. However, no nonconforming lot shall be eligible for a variance to the minimum lot width which would result in the nonconforming lot being less than 80% of the minimum lot width required in its zoning district.
- (3) The owner of a nonconforming lot may request a variance to the minimum road frontage for its zoning district. However, no nonconforming lot shall be eligible for a variance to the minimum road frontage which would result in the nonconforming lot containing less than 20 feet of road frontage required in its zoning district.

~~(e)~~(d) *Compliance with standards.* Where an appeal/petition to the board is initiated due to an existing violation of this chapter and said appeal/petition is denied, the violation shall be required to be corrected within 30 calendar days of such denial, or as specified by the board, if a greater time period is necessary. The maximum extension of the time shall not exceed 60 calendar days.

~~(d)~~(e) *Forms.* Appeals, requests for variances, or any other matter within the zoning board of appeals' purview shall be made on forms, as applicable, provided by the planning and zoning department; and all information requested on the forms shall be provided by the appellant/petitioner. Forms shall be filed with the planning and zoning department along with the necessary fees. No form shall be accepted by the planning and zoning department unless it contains all pertinent information and is accompanied by the required fee.

~~(e)~~(f) *Request for a change of the legal nonconforming use of a structure.* The zoning board of appeals may authorize, upon appeal in specific cases, a change in the legal nonconforming use of a structure in accordance with the provisions herein.

~~(f)~~(g) *Request for an extension or enlargement of a legal nonconforming use.* The zoning board of appeals may authorize upon appeal in specific cases an extension or enlargement of an existing legal nonconforming use which the board is specifically authorized to consider under the terms herein. Said extensions may be granted in an individual case upon a finding by the board that all of the following criteria are present:

- (1) The use is a legal nonconforming use as defined in these regulations; and
- (2) The legal nonconforming use is in full compliance with all requirements of these regulations applicable to nonconformances; and
- (3) The extension of said legal nonconforming use will not further injure a permitted use on adjacent property.

~~(g)~~(h) *Request for a continuance of a legal nonconforming use.* The zoning board of appeals may allow, upon appeal in specific cases, a legal nonconforming use to be re-established after discontinuance for six consecutive months where it is deemed by the zoning board of appeals that all of the following criteria are present:

- (1) The design, construction, and character of the land, building, or structure is not suitable for uses permitted in the zoning district in which the legal nonconforming use is situated; and
- (2) Undue hardship to the property owner would result in not allowing the continuance of a legal nonconforming use; and
- (3) Adjacent property would not be unduly damaged by such continuance; and
- (4) The use is to be identical to the prior legal nonconforming use.

~~(h)~~(i) *Request for an illegal lot to be deemed a nonconforming lot.* The zoning board of appeals may deem, upon appeal in specific cases, an illegal lot which is smaller than the minimum lot size for its zoning district, more narrow than the minimum lot width for its zoning district, or has less road frontage than is required for its zoning to be a nonconforming lot. The zoning board of appeals shall employ the following factors for an illegal lot seeking to be deemed a nonconforming lot:

- (1) The transaction giving the appellant/petitioner ownership in the subject property was more than five years from the date of the appeal/petition or if the period of ownership is less than five years the subject property was made illegal more than ten years from the date of the appeal/petition;
- (2) The appellant/petitioner is not the person, or an immediate family member of the person, who caused the subject property to be an illegal lot. For purposes of these procedures, "immediate family" is defined as the spouse, child, sibling, parent, step-child, step-sibling, step-parent, grandparent, grandchild, aunt, uncle, niece or nephew of the person who caused the subject property to be an illegal lot; and

(3) No adjacent property is available to add to the subject property to allow the subject property to meet the minimum requirements for its zoning district. In determining whether adjacent property is available, if adding any adjacent property to the subject property would no longer allow the adjacent property to meet the minimum requirements of the adjacent property's zoning district, then the adjacent property is not available. Additionally, any adjacent property which is part of an illegal lot shall not be deemed available for purposes of these variance procedures, unless the adjacent illegal lot is unimproved and the entirety of the adjacent illegal lot is combined with the subject property. If adjacent property is available, the cost of acquiring the adjacent property shall not be a factor in determining the availability of the adjacent property.

⊕(j) *Conditions on approval.* The zoning board of appeals may impose or require conditions, as may be necessary, to protect the health and safety of workers and residents in the community; to protect the value and use of property in the general neighborhoods; and provided that wherever the board shall find, in the case of any approval, that any of the conditions upon which such approval was granted are not being complied with, said zoning board of appeals shall rescind and revoke such approval after giving due notice to all parties concerned and granting full opportunity for a hearing.

⊕(k) *Limitation on re-applying.* If the decision of the zoning board of appeals is to deny, an application which seeks the same relief in regard to the same property shall not be accepted for a period of 180 calendar days following the date of the decision from the zoning board of appeals.

(Ord. No. 2015-06, § 1, 3-26-2015; Ord. No. 2016-08, § 1, 5-12-2016; Ord. No. 2017-11, §§ 2, 3, 6-22-2017; Ord. No. 2020-02, § 22, 5-28-2020)

PETITION No: TA-0006-24

REQUESTED ACTION: Amend Sec. 110-242. Powers and Duties.

Staff is presenting a recommendation to amend Sec. 110-242. Powers and Duties. This amendment addresses the powers and duties of the Zoning Board of Appeals. It provides criteria for variances for unimproved nonconforming lots and clarification regarding variances allowed for improved illegal lots.

Please refer to the subsequent pages for details of the proposed amended language.

STAFF RECOMMENDATION: Staff recommends approval of the amendment.

PLANNING COMMISSION RECOMMENDATION: On November 7, 2024, the Planning Commission voted 4-0-1 to recommend approval of the amendments as presented.

BOARD OF COMMISSIONERS PUBLIC HEARING: December 12, 2024

Meeting Minutes 11/07/2024

THE FAYETTE COUNTY PLANNING COMMISSION met on November 7th, 2024, at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

MEMBERS PRESENT: John H. Culbreth Sr., Chairman
John Kruzan, Vice-Chairman
Danny England
Jim Oliver
Boris Thomas

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

NEW BUSINESS

1. Call to Order.
2. Pledge of Allegiance.
3. Approval of Agenda. Ms. Deborah Bell requested to amend the agenda by adding item 6; Draft 2025 Planning Commission Meeting Calendar. ***Danny England made a motion to approve the agenda with the addition of item 6; Draft 2025 Planning Commission Meeting Calendar on the November 7th Agenda. Public Hearing items will now be items 7-11. John Kruzan seconded the motion. The motion carried 5-0.***
4. Consideration of the Minutes of the meeting held on October 3, 2024. ***Jim Oliver made a motion to approve the minutes of the meeting held on October 3, 2024. John Kruzan seconded the motion. The motion carried 4-0. Danny England abstained from voting as he was absent for the October 3, 2024, meeting.***
5. Plats
 - a. Minor Final Plat for The Estate of Dan Victor Stinchcomb (218 Ebenezer Road).
Mr. Jim Oliver asked about the location of the plat.
Ms. Bell responded was located on Ebenezer Road and it is creating three parcels out of one parcel.
John Kruzan made the motion to approve the Minor Final Plat for The Estate of Dan Victor Stinchcomb (218 Ebenezer Road). Danny England seconded the motion. The motion passed 5-0.

6. Discussion of Draft Meeting Calendar for the 2025 Planning Commission Meetings. The calendar to be adopted at the next meeting.

Ms. Bell explained the dates for the next calendar dates as she added they are getting applications at the end of December and the changes will be reflected on the next meeting for approval.

John Kruzan made a motion to approve Draft Meeting Calendar for the 2025 Planning Commission Meetings. Danny England seconded the motion. The motion carried 5-0.

PUBLIC HEARING

7. Consideration of Petition 1357-24, request to rezone 3.65 acres from R-40 to A-R for the purpose of reconfiguring parcels between family members. The property is located in Land Lot(s) 254 of the 13th District and fronts on Kite Lake Road.

Ms. Bell stated the larger parcels were originally planned to be a residential subdivision, so they do not have the appropriate road frontage. By rezoning this 3.65-acre parcel, they will be able to reconfigure the existing parcels to provide the necessary road frontage. There is also a guest house on one parcel that was modified and exceeds the maximum allowable Square Footage for guest houses. The proposed reconfiguration will provide a separate parcel for this structure, thereby bringing it into compliance. No additional parcels will be created at this time, it will be a reconfiguration. As defined in the Fayette County Comprehensive Plan, Low Density Residential (1 Unit/1 Acre) is designated for this area, so the request for A-R zoning is appropriate because it is a less intensive use. Staff recommends Conditional Approval of the request for a zoning of A-R, Agricultural-Residential District, subject to the following: 1. The recombination plat for parcels 1302-051, 1302-046 and 1302-036 shall be submitted for staff review and approved and recorded within 90 days of approval of the rezoning.

Mr. John Culbreth asked if the petitioner was present.?

Mr. George Richard Moore, he states is recommending approval of the petition.

Mr. Jim Oliver asked if he was doing for family members.? And how many lots are you adding.? Ms. Bell responded its three lots now and will be three lots at the end of the process.

Mr. Moore added that the original property was sold to him and had access to sixty-five plus acres but only two entrances had only sixty feet, now the needed road frontage is 100' for each of the structures. They bought 3.6 acres in 1987 more after the original purchase, and he thinks this will satisfy the property's needs to get approved.

Mr. Culbreth asked the audience if there was anyone in opposition to the petition.? No one responded and the chairman brought it back to the board. After any of the

board members had any more questions, they proceeded to make a motion.

Jim Oliver made the motion to recommend CONDITIONAL APPROVAL of Petition 1357-24 with the following condition:

- 1. The recombination plat for parcels 1302-051, 1302-046, and 1302-036 shall be submitted for staff review and approved and recorded within 90 days of approval of the rezoning.***

Danny England seconded the motion. The motion carried 5-0.

8. Consideration of Petition 1358-24-A, request to rezone 2.242 acres from A-R to M-1 for the purposes of developing a distribution warehouse. The property is located in Land Lot(s) 248 of the 5th District and fronts on State Route 85 N.

Ms. Bell explained the petition is for two parcels and will be done as one presentation, but the board will have to vote separately on items A and B.

She stated Petition 1358-24-A is requesting to be rezoned from A-R (Agricultural-Residential) and C-H (Highway Commercial) to M-1 (Light Industrial) for the purposes of developing a commerce-industry complex with small buildings and as defined in the Fayette County Comprehensive Plan's Future Land Use Plan, Commercial Use is designated for this area, so the request for M-1 zoning is not appropriate. Staff recommends denial, if the rezoning is approved staff recommends the following conditions:

1. All parcels that are the subject of this petition shall be combined by a recorded final plat within 90 days of the approval of the petition or prior to the submittal of a site development plan, whichever comes first.
2. Oak Hill Road is a County Local Road on the Fayette County Thoroughfare Plan. The developer shall dedicate land, as needed, to provide 30 feet of right-of-way as measured from the existing centerline of Oak Hill Road. The Right of way dedication shall be completed within 90 days of rezoning.
3. Article XII. - Watershed Protection Ordinance shall apply to the tracts presented in the rezoning case 1358-24 and these new buffers will be applied during development.

Ms. Bell discussed Parcel 0552 014 and its rezoning and development proposals, but none have been implemented. Petition 126-70 and Petition No. 572-86 were approved for rezoning but never developed. The conditions on the northeastern part of the property, including flood plain and Cartecay and Wehadkee soil complexes, make it undevelopable. The development is subject to the State Route 85 North Overlay Zone, which provides architectural, parking, and access controls, enhanced landscaping requirements, and increased building setbacks. In 2019, there was discussion about developing the area as a recreational complex, but that was not realized. These conditions are now addressed in the County's ordinances and development regulations.

Mr. John Culbreth asked if the petitioner was present and to state if you are the owner or representative.

Mr. Steven Jones with the law firm of Taylor English Duma, showed a PowerPoint presentation and explained to the board the property location and that there is a need for manufacturing uses and data center. He explained the type of buildings that will be on the property from large to small and that the county anticipates a large amount of nonresidential for this area, M-1 zoning is appropriate according to Mr. Jones, and is next to Clayton County which will be good for business. He asked the board for approval.

Mr. Culbreth asked the audience if there was anyone in favor of the petition.? With no response from the audience then he asked if there was anyone in opposition to the petition.?

Ms. Julianna Terpstra states she is in the neighborhood touching where they want to develop where there are only two ways out and for the last seven years, she has been there she would like not to have the extra traffic, strangers, and keep the silence for her family.

Mr. Culbreth asked for any more opposition audience that wants to express their concerns.? No one responded and he brought the petition back to the board.

Mr. Jones spoke on how to resolve the concerns of the opposition questions, where he stated they really would like to target a data center, he wasn't sure what type of user would be there right now, but those users are not heavy on traffic. The property to the south he is proposing a seventy five foot buffer on Oak Hill Road and the building itself to deal with noise and site screening. For the strangers they are not proposing any additional entrances onto Oak Hill Road, they will be two point access on Highway 85.

Mr. Culbreth asked Mr. Jones about the data center and what the specific plans will be, but do you have any clients/potential candidates for the use should the rezoning occur.?

Mr. Jones responded there has been interest but the way the manufacturing and technology infrastructure companies look for something you can put on the ground because the need is there.

Mr. Jim Oliver added a rough piece of property where the petitioner will probably be losing two thirds of it into the swamp. He then asked if they would need more commercial pieces here in the county where some of them have been sitting vacant for a long time and if not, this kind of use then what.? Another commercial strip center.? What exactly what type of light industrial you are talking about.? If it goes against the land use plan you will need to address that.

Mr. Jones asked to go back to his presentation on page four to show his plan where the land use plan contemplates industrial uses in this corridor of north 85 into your other point across the street a commercial was redeveloped into a self storage and that shows that the market is trending away from highway commercial uses to other uses. There is not

potential commercial uses for this property, where the co-plan said commercial area requires visibility which this property doesn't have and that's why is perfect for this type of use, also the majority of the acres lay behind which gives it a vision screen from 85. The zoning issues of this property and the present zoning of it show there is no other what. We don't want a heavy manufacturer we want a light manufacturer. He states the co-plan contemplates such uses where it says light industrial are appropriate. So, from an economic liability perspective which the constitution promises a property owner, we haven't seen that since Fayette County enacted the ordinance, that's why he thinks the co-plan and the lack of liability of the property supposedly zoned really dictate and indicate that it should be rezoned to light industrial.

Mr. Jim Oliver responded he didn't think it unconstitutional if you had not been denied a rezoning, you can't develop as it is in preceding years you are not being denied a development you are asking for a change in the zoning.

Mr. Jones replied this is correct, but the argument is that the market has not brought users to this property as presently zoned otherwise it would it been developed and used as presently zoned.

Mr. Oliver asked the petitioner on each of these petitions you have conditions, do you have any problems regarding these conditions.? The applicant responded no.

Mr. Chairman asked staff originally recommended denial of this petition.?

Mrs. Bell responded they recommended denial of the petition because it does not align with the land use plan but if the petition is approved, we provided three recommended conditions.

Mr. Boris Thomas asked Mr. Jones a couple of things that you said are conflicting, the board does not know what the in use will be but it if is not attracting consumers that leads us to believe that can only be used for a distribution center or a place where vehicles are coming in and out, shifts changes if it a small warehouse where will impact upon the traffic and shopping that is already crowded. If we open the zoning it will impact northern Fayette in a negative way, we are not stopping you from being developed we are not allowing a change in the zoning. If you don't have a consumer plan it can only be a warehouse/ distribution center and that will increase the traffic.

Mr. Jones replied this would be more appropriate for light manufacturing for a company that does not require that direct interstate access.

Mr. John Kruzan asked about the size of the buildings like the one specified on the application's intent 260,000 sf distribution center.

Mr. Jones responded if you look at our LOI we proposed a commerce center, from the market perspective distribution is not a viable option at this property.

Mr. Culbreth asked for a motion for petition 1358-24-A.?

Boris Thomas made the motion to recommend DENIAL of Petition 1358-24-A. John Kruzan seconded the motion. Jim Oliver and Danny England, the Opposed motion carried 3-2.

9. Consideration of Petition 1358-24-B, request to rezone 55.066 acres from C-H to M-1 for the purposes of developing a distribution warehouse. The property is located in Land Lot(s) 248 of the 5th District and fronts on State Route 85 N and Oak Hill Road.

Ms. Bell asked to have a separate public hearing for petition 1358-24-B.

Chairman Culbreth stated the petitioner was present and to come back in the representation of both items 1358-24-A and B.

Mr. Jones added it was acceptable for the chairman and the commissioners to reincorporate by reference the comments and the presentation I made.

Mr. Culbreth asked the audience if anyone opposed the petition.?

Mrs. Julianna Terpstra added she doesn't want the traffic.

Chairman Culbreth brought the petition back to the board and asked for a motion.

John Kruzan made the motion to recommend DENIAL of Petition 1358-24-B. Boris Thomas seconded the motion. Jim Oliver and Danny England opposed, the motion carried 3-2.

10. Consideration of Revised Development Plan RDP-020-24, The Woodlands, request approval of a Revised Development Plan for The Woodlands as depicted in the Preliminary Master Plan approved on November 9, 2006. The request is to remove an undeveloped phase, consisting of 28.450 acres, from the development. Property is located in Land Lot 88 & 73 of the 5th District and fronts Dixon Circle and S. Jeff Davis Drive.

Ms. Bell read the petition and added that the applicant is requesting a revision to the Development Plan for The Woodlands Subdivision to remove the undevelopment phase from the original development plan. **Per Sec. 104-595.(2)h.2.**, proposed revisions to a recorded major final plat shall, after prescribed public notice, be considered in public hearings before the planning commission and board of commissioners. The staff recommends approving the revised plan due to the area remaining undeveloped and having independent road access points. The Woodlands subdivision was developed in phases between 1988 and 2006, with Tract D, which contains 28.45 acres, being the last piece of the original plan. The parcel is located southeast of Fayetteville on Jeff David Drive. She showed the location of the lot on the maps.

Mr. John Culbreth asked if the petitioner was present.?

Ms. Christine Flanigan introduced herself as a representative of Jerry Gable who is the owner of the property and stated this is a revised development plan on Mr. Gable's property it was never owned or part of the woodlands because he never sold that parcel to them, his intention is to sell the parcel.

Mr. Culbreth asked if there was anyone in support of the petition.? With no response from the audience, then he asked if anyone was in opposition to please come forward.

Mr. Charles Bennett stated he resided at the adjacent parcel to the subject property and had been there for thirty three years which we purchased from the father of Jerry Gable, the property is not usable, and the only road access from South Jeff Davis and Dixon Circle ends at our driveway. He stated he was fine if they wanted to subdivide the parcel and asked the county would be a good idea to buy it for refugee animals.

The chairman asked if anyone else was in opposition.?

Mr. Mike Jorgensen resides on the woodlands, he is a lake property owner. I was told the house on South Jeff Davis was not included in the sale of those twenty acres, if that's true there is no access to that property on South Jeff Davis, there is a trail that you can walk to but can not drive to. How do we get to know what is going to be built on it.? The other issue he asked is whether the lake has to be maintained by the new owner, the size of the homes, and access to S. Jeff Davis. The last time the project was approved the county commissioners had major concerns about only one entrance in/out of the woodlands.

The chairman thanked Mr. Mike for his comment and asked if anyone else was in opposition.

Mr. Barry Hitechen, has lived in Dixon Circle for thirty three years and states their concerns about what's going to happen to this property, how many houses are going in, what will be the access points, and adding more traffic to our street. Dixon is a very narrow street, a dead end, there are no sidewalks, and we have to deal with a lot of delivery trucks. He thinks is best to rezone to A-R which will limit the number of houses and traffic in our street.

Ms. Christine Flanigan stated she is aware of their concerns, and they had no offers on the table at the moment, the rezoning will come up later, the owner just wants to be able to sell it the lots.

Mr. Culbreth asked Ms. Flanigan is there was no road access to the property.?

Ms. Flanigan there is a car width access to the Dixon roadside and Mr. Bennett is thinking of selling his property maybe whoever buys the property will buy that too.

Chairman Culbreth added to the statements that came up twice about what going

on about the property, which we cannot control. And asked for a motion for the petition.

Jim Oliver made the motion to recommend APPROVAL of Petition RDP-020-24. John Krizan seconded the motion. The motion carried 5-0.

11. Consideration of Amendments to Chapter 110. Zoning Ordinance, regarding article VII.- Zoning Board of Appeals. – Sec. 110-242. – Powers and Duties.

Ms. Bell explained Staff is presenting a recommendation to amend Sec. 110-242. Powers and Duties. This amendment addresses the powers and duties of the Zoning Board of Appeals. It provides criteria for variances for unimproved nonconforming lots and clarification regarding variances allowed for improved illegal lots. Staff recommends approval of the amendments as presented. We had a number of nonconforming and illegal lots come up recently and various cases specially the zoning board of appeals and before this board and the attorneys had work with us to give us some guidance on when variances will be allowed and there are some very specific criteria. Previously no lot is illegible for a variance as it stands now for reduction in lot size, lot width or road frontage unless is for an improved illegal lot. What this amendment does is it provides at an unimproved nonconforming lot will have some criteria where it would be eligible for a variance and an improved illegal lot also have some criteria where it would be eligible for consideration by the zoning board of appeals. We had several lots where we trying to consider their less than the minimum district is or its zoned A-R but its been in that consideration since 1965, the problem is that it doesn't meet the 250' lot width building line and this will allowed to be approve for a variance to the lot width at building line for that lot up to a certain point but it would it take it down to zero. For example a lot that a lot width of 200 feet wide and it have 3 acres wouldn't meet A-R zoning requirement because its not 250' is 200' but they can get a variance to make it a buildable lot. There is similar criteria for road frontage we have some lots maybe 30-40 feet of road frontage so the same standards that applies to existing nonconforming lots or land lot properties are require if it a legal nonconforming lot to have a 20 foot recorder access easement. This will allow for a variance for those older existing lots as long as they have at least 20 feet of road frontage so it's the same standard we are applying their to this nonconforming lots.

Mr. Oliver asked does this help to address when sometimes people have a piece of property that have an older house that its going to be nonconforming and we were trying to let them live on the old house while they were building the new house.?

Ms. Allison Cox responded this will not impact that at all, the ZBA grant variances of several different sources. If you look at the section that you are considering it their powers as it is currently drafted the ZBA has no power to even consider a variance to lot width, road frontage or size. So, what we are trying to do is in these nonconforming lots that exist in the county for whatever reason to another in other for them to be buildable at all most of them needs to be consider for a variance in their size, if they are an A-R and they are 3.5 they are not buildable as currently is drafted. What you are amending is their authority.

Mr. Danny England added three years ago they were trying to address this issue.

Mr. Culbreth replied this would allow the ZBA to vote on it.

Ms. Cox responded once the ZBA looked at these and if they are granted then if other variances are necessary the property owner will come back at a later time and ask for those sizes yard variances or wood variances as far as the back, but these have to be address first because you can do anything if your lot is not big enough. This will put in place the minimums and the maximums, if you look at letter C which is what we are amending you will never be allowed to go lest than an acre and if you need a well is acre and a half so now the ZBA have some guidepost to look at when they are trying to grant the variances the impact the way the county looks.

Mr. Oliver and Danny England asked if he really thought that we have a power of theirs.

Ms. Cox the ZBA will hear these and then they will go on a later date for variance.

Mr. Culbreth asked if anyone was in favor of the petition.? No one responded, then he asked for anyone in opposition, but no one responded. The chairman asked for a motion for the petition.

Danny England made the motion to recommend APPROVAL of Consideration of Amendments to Chapter 110. Zoning Ordinance, regarding article VII.- Zoning Board of Appeals. – Sec. 110-242. – Powers and Duties. Jim Oliver seconded the motion. The motion carried 4-0-1. Boris Thomas abstained from voting.

ADJOURNMENT:

John Kruzan moved to adjourn the meeting. Danny England seconded. The motion passed 5-0.

The meeting adjourned at 8:20 p.m.

ATTEST:

**PLANNING COMMISSION
OF
FAYETTE COUNTY**

**_____
JOHN H. CULBRETH, SR., CHAIRMAN**

DEBORAH BELL
DIRECTOR, PLANNING & ZONING

DRAFT

PLANNING COMMISSION

Consideration of Amendments to Chapter 110. Zoning Ordinance, Regarding Article VII. – Zoning Board of Appeals. - Sec. 110-242. - Powers and Duties.

~~ES-0~~
4-0-1
DLB

Recommended for approval to the BOC

Recommended for denial to the BOC

Tabled until _____

Per the Fayette County Planning Commission on this 7th day of November 2024.



JOHN H. CULBRETH, SR., CHAIRMAN



JOHN J. KRUZAN, VICE- CHAIRMAN



DANNY ENGLAND



JIM OLIVER



BORIS THOMAS

Remarks:

Sec. 110-242. Powers and duties.

- (a) *Appeals from actions of the zoning administrator.* The zoning board of appeals shall hear and decide upon appeals where it is alleged there is error in any order, requirement, decision, or determination made by the zoning administrator in the enforcement of these regulations.
- (1) *Who may appeal.* Appeals to the zoning board of appeals may be taken by any person aggrieved by any decision of the zoning administrator. Such appeals, specifying the grounds thereof shall be filed with the planning and zoning department no later than 30 calendar days after the date of notification of the zoning administrator's decision. The zoning administrator shall forthwith transmit to the zoning board of appeals all the papers constituting the record upon which the action appealed from was taken.
 - (2) *Legal proceedings stayed.* An appeal stays all legal proceedings in furtherance of the action appealed from, unless the zoning administrator certifies to the zoning board of appeals that by reason of facts stated in the certificate a stay would, in the zoning administrator's opinion, cause imminent peril to life and property. In such a case, proceedings shall not be stayed otherwise than by a restraining order from a court of competent jurisdiction.
 - (3) *Extent of the zoning board of appeals' power.* The zoning board of appeals may, in conformity with the provisions of these regulations, reverse or affirm the order, requirement, decision, or determination of the zoning administrator. The zoning board of appeals may direct the issuance of a permit. It shall be the duty of the zoning administrator to carry out the decisions of the zoning board of appeals.
- (b) *Request for a variance.* The zoning board of appeals may authorize, upon appeal in specific cases, a variance from the terms of these regulations as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of these regulations will, in an individual case, result in practical difficulty or unnecessary hardship, so that the spirit of these regulations shall be observed, public safety and welfare secured, and substantial justice done. However, no lot is eligible for a variance for reduction in lot size, lot width, or road frontage, unless the variance request is for: an unimproved nonconforming lot pursuant to paragraph (c), below; or an improved illegal lot pursuant to paragraph (i), below. A variance shall not be granted for any requirements of a conditional use with the exception of a legal nonconforming conditional use (see article V of this chapter), or a use of land, building, or structure that is prohibited in the zoning district at issue, except as otherwise provided herein. In exercising the powers described in this subsection, the zoning board of appeals shall not consider any nonconforming use of neighboring lands, structures or buildings in the same zoning district, and no permitted use of lands, structures, or buildings in other zoning districts as grounds for the issuance of a variance. A variance may be granted in an individual case upon a finding by the zoning board of appeals that all of the following criteria exist:
- (1) There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography; and

- (2) The application of these regulations to this particular piece of property would create a practical difficulty or unnecessary hardship; and
- (3) Such conditions are peculiar to the particular piece of property involved; and
- (4) Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of these regulations; provided, however, no variance may be granted for a use of land, building, or structure that is prohibited herein; and
- (5) A literal interpretation of this chapter would deprive the applicant of any rights that others in the same zoning district are allowed.

(c) Request for a variance: Nonconforming Lots. The zoning board of appeals may authorize, upon appeal in specific cases, a variance from the terms of these regulations as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of these regulations will, in an individual case, result in practical difficulty or unnecessary hardship, so that the spirit of these regulations shall be observed, public safety and welfare secured, and substantial justice done.

- (1) The owner of a nonconforming lot may request a variance to the minimum lot size for its zoning district. However, no nonconforming lot shall be eligible for a variance to the minimum lot size which would result in the nonconforming lot being less than one acre in size. Should the subject nonconforming lot require a well for its water supply, no such nonconforming lot shall be eligible for a variance to the minimum lot size which would result in such nonconforming lot being less than one and one-half acres in size.
- (2) The owner of a nonconforming lot may request a variance to the minimum lot width for its zoning district. However, no nonconforming lot shall be eligible for a variance to the minimum lot width which would result in the nonconforming lot being less than 80% of the minimum lot width required in its zoning district.
- (3) The owner of a nonconforming lot may request a variance to the minimum road frontage for its zoning district. However, no nonconforming lot shall be eligible for a variance to the minimum road frontage which would result in the nonconforming lot containing less than 20 feet of road frontage required in its zoning district.

~~(e)~~(d) *Compliance with standards.* Where an appeal/petition to the board is initiated due to an existing violation of this chapter and said appeal/petition is denied, the violation shall be required to be corrected within 30 calendar days of such denial, or as specified by the board, if a greater time period is necessary. The maximum extension of the time shall not exceed 60 calendar days.

~~(d)~~(e) *Forms.* Appeals, requests for variances, or any other matter within the zoning board of appeals' purview shall be made on forms, as applicable, provided by the planning and zoning department; and all information requested on the forms shall be provided by the appellant/petitioner. Forms shall be filed with the planning and zoning department along with the necessary fees. No form shall be accepted by the planning and zoning department unless it contains all pertinent information and is accompanied by the required fee.

- (e)(f) *Request for a change of the legal nonconforming use of a structure.* The zoning board of appeals may authorize, upon appeal in specific cases, a change in the legal nonconforming use of a structure in accordance with the provisions herein.
- (f)(g) *Request for an extension or enlargement of a legal nonconforming use.* The zoning board of appeals may authorize upon appeal in specific cases an extension or enlargement of an existing legal nonconforming use which the board is specifically authorized to consider under the terms herein. Said extensions may be granted in an individual case upon a finding by the board that all of the following criteria are present:
- (1) The use is a legal nonconforming use as defined in these regulations; and
 - (2) The legal nonconforming use is in full compliance with all requirements of these regulations applicable to nonconformances; and
 - (3) The extension of said legal nonconforming use will not further injure a permitted use on adjacent property.
- (g)(h) *Request for a continuance of a legal nonconforming use.* The zoning board of appeals may allow, upon appeal in specific cases, a legal nonconforming use to be re-established after discontinuance for six consecutive months where it is deemed by the zoning board of appeals that all of the following criteria are present:
- (1) The design, construction, and character of the land, building, or structure is not suitable for uses permitted in the zoning district in which the legal nonconforming use is situated; and
 - (2) Undue hardship to the property owner would result in not allowing the continuance of a legal nonconforming use; and
 - (3) Adjacent property would not be unduly damaged by such continuance; and
 - (4) The use is to be identical to the prior legal nonconforming use.
- (h)(i) *Request for an illegal lot to be deemed a nonconforming lot.* The zoning board of appeals may deem, upon appeal in specific cases, an illegal lot which is smaller than the minimum lot size for its zoning district, more narrow than the minimum lot width for its zoning district, or has less road frontage than is required for its zoning to be a nonconforming lot. The zoning board of appeals shall employ the following factors for an illegal lot seeking to be deemed a nonconforming lot:
- (1) The transaction giving the appellant/petitioner ownership in the subject property was more than five years from the date of the appeal/petition or if the period of ownership is less than five years the subject property was made illegal more than ten years from the date of the appeal/petition;
 - (2) The appellant/petitioner is not the person, or an immediate family member of the person, who caused the subject property to be an illegal lot. For purposes of these procedures, "immediate family" is defined as the spouse, child, sibling, parent, step-child, step-sibling, step-parent, grandparent, grandchild, aunt, uncle, niece or nephew of the person who caused the subject property to be an illegal lot; and

- (3) No adjacent property is available to add to the subject property to allow the subject property to meet the minimum requirements for its zoning district. In determining whether adjacent property is available, if adding any adjacent property to the subject property would no longer allow the adjacent property to meet the minimum requirements of the adjacent property's zoning district, then the adjacent property is not available. Additionally, any adjacent property which is part of an illegal lot shall not be deemed available for purposes of these variance procedures, unless the adjacent illegal lot is unimproved and the entirety of the adjacent illegal lot is combined with the subject property. If adjacent property is available, the cost of acquiring the adjacent property shall not be a factor in determining the availability of the adjacent property.

~~(j)~~(i) *Conditions on approval.* The zoning board of appeals may impose or require conditions, as may be necessary, to protect the health and safety of workers and residents in the community; to protect the value and use of property in the general neighborhoods; and provided that wherever the board shall find, in the case of any approval, that any of the conditions upon which such approval was granted are not being complied with, said zoning board of appeals shall rescind and revoke such approval after giving due notice to all parties concerned and granting full opportunity for a hearing.

~~(k)~~ *Limitation on re-applying.* If the decision of the zoning board of appeals is to deny, an application which seeks the same relief in regard to the same property shall not be accepted for a period of 180 calendar days following the date of the decision from the zoning board of appeals.

(Ord. No. 2015-06, § 1, 3-26-2015; Ord. No. 2016-08, § 1, 5-12-2016; Ord. No. 2017-11, §§ 2, 3, 6-22-2017; Ord. No. 2020-02, § 22, 5-28-2020)

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of the third amendment and renewal of a contract between Fayette County and the Judicial Correction Services (JCS), LLC for probation supervision and rehabilitation services for State Court beginning January 1, 2025 and terminating December 31, 2025, with an option to renew for five (5) additional one-year terms.

Background/History/Details:

Judicial Correction Services (JCS), the probation company for State Court, provides probation supervision and rehabilitation services.

The proposed Amendments simply extend the periods of service of the Agreements, beginning January 1, 2025 and terminating December 31, 2025, with an option to renew for five (5) additional one-year terms. Supervision fees will remain at their current levels for 2025.

What action are you seeking from the Board of Commissioners?

Approval of the third amendment and renewal of a contract between Fayette County and the Judicial Correction Services (JCS), LLC for probation supervision and rehabilitation services for State Court beginning January 1, 2025 and terminating December 31, 2025, with an option to renew for five (5) additional one-year terms.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

**State of Georgia
County of Fayette**

**THIRD AMENDMENT TO THE AGREEMENT FOR PROBATION SERVICES
BY AND BETWEEN FAYETTE COUNTY, GEORGIA
AND JUDICIAL CORRECTION SERVICES, LLC (JCS)**

WHEREAS, Fayette County and JCS have previously entered into a Probation Services Agreement pursuant to which the County has retained JCS to coordinate and provide certain probation services to the Fayette County State Court; and

WHEREAS, Fayette County and JCS desire to amend the terms of said Agreement;

WHEREAS, the Agreement between Fayette County and JCS contemplates renewal as outlined below:

“The County shall have the option to renew the contract for five (5) additional one-year intervals provided that the service is satisfactory, both parties are willing to renew, and the renewal is approved with the written consent of the County.”

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Fayette County and JCS do hereby enter into this Amendment of said Agreement and hereby incorporate this Amendment into said Agreement:

RENEWAL OF THE PERIOD OF SERVICE

This Amendment shall serve as a renewal of the period of service contemplated by the original Agreement as follows:

The Agreement shall be renewed for a period of one year beginning January 1, 2025 and terminating December 31, 2025.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment this _____ day of _____, 20____.

**FAYETTE COUNTY BOARD OF
COMMISSIONERS**

**JUDICIAL CORRECTION
SERVICES, LLC.**

Lee Hearn, Commission Chairman

Thomas S. York, COO

APPROVED BY THE FAYETTE COUNTY STATE COURT:

Jason B. Thompson, Chief Judge

**State of Georgia
County of Fayette**

**SECOND AMENDMENT TO THE AGREEMENT FOR PROBATION SERVICES
BY AND BETWEEN FAYETTE COUNTY, GEORGIA
AND JUDICIAL CORRECTION SERVICES, LLC. (JCS)**

WHEREAS, Fayette County and JCS have previously entered into an Agreement for Services pursuant to which the County has retained JCS to coordinate and provide certain probation services to the Fayette County State and Court; and

WHEREAS, Fayette County and JCS desire to amend the terms of said Agreement;

WHEREAS, the Agreement between Fayette County and JCS contemplate annual renewals as outlined below:

“The County shall have the option to renew the contract for five (5) additional one-year terms provided that the service is satisfactory, both parties are willing to renew, and the renewal is approved with the written consent of the County.”

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Fayette County and JCS do hereby enter into this Amendment of said Agreement and hereby incorporate this Amendment into said Agreement:

RENEWAL OF THE PERIOD OF SERVICE

This amendment shall serve as a renewal of the period of service contemplated by the original Agreement as follows:

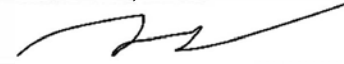
The Agreement shall be renewed for a period of one year beginning January 1, 2024 and terminating December 31, 2024.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment this 28th day of September, 2023.

**FAYETTE COUNTY BOARD OF
COMMISSIONERS**


Lee Hearn, Commission Chairman

**JUDICIAL CORRECTION
SERVICES, LLC.**


Thomas S. York, COO

APPROVED BY THE FAYETTE COUNTY STATE COURT


Jason B. Thompson, Judge

Judicial Correction Services, LLC
Probation Services Agreement

Fayette County, Georgia

This Agreement is made by and between Judicial Correction Services, LLC organized under the laws of the State of Georgia, with its principal business at 195 Bradford Square, Fayetteville, Georgia, 30215 hereinafter called "Contractor" and Fayette County, Georgia hereinafter called "County", upon the request and consent of the Chief Judge of State Court of Fayette County, Georgia herein after called "Court". This agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of O.C.G.A. § 42-8-101.

Witnesseth:

Whereas, the County has been duly authorized to establish service for a private probation system for the supervision of probationers as ordered by the Fayette County State Court, and to collect restitution, fines, and fees as ordered by the Chief Judge of Fayette County State Court, Jason B. Thompson; and

Whereas, the County wishes to enter into an agreement with the Contractor to provide probation services upon the terms and conditions set forth herein with approval from the Court.

Now therefore, and in consideration of the mutual covenants contained herein, and other good and valuable considerations, the receipt, adequacy, and sufficiency of which is acknowledged by the parties hereto, the County enters into the agreement with the Contractor to provide probation services for the jurisdiction of Fayette County upon the terms, covenants, and agreements as set forth herein.

Scope of Services and Responsibilities of Contractor

In consideration of the obligations of the County and the Court, Contractor shall provide the following services.

A. Responsibilities of Probation Services Contractor

- a. Compliance with Statutes and Rules. Contractor shall comply with Article 6 of Title 42 Chapter 8 of the Official Code of Georgia and all standards, rules, and regulations promulgated by the Department of Community Supervision and the Misdemeanor Oversight Unit.
- b. Records and Confidentiality. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records, and papers relative to supervision of probationers under this Agreement. These records, files, and papers shall be available only to the Judge of the Court handling the case, the Department of Audits and Accounts, the Department of

- Supervision and upon transfer of supervision to the State, to the Georgia Department of Corrections or the Department of Community Supervision.
- c. Financial Records. Contractor shall maintain financial records according to generally accepted accounting practices.
 - d. Officer Qualifications and Training. Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the caseload of a probation officer. In accordance with O.C.G.A. 42-8-107, any such person shall be at least 21 years of age at the time of appointment to the position of private probation officer or probation officer and shall have completed a standard four-year college course or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements. Every private probation officer shall receive an initial 40 hours of training and orientation upon employment and shall receive 20 hours of continuing education per annum as approved by the Department of Community Supervision Board of Directors, hereinafter referred as the Board, provided that the 40 hour initial orientation shall not be required of any person who has successfully completed a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least six months as of July 1, 1996, or any person employed as a probation officer by a county, municipal, or consolidated government as of March 1, 2006. In no event shall any person convicted of a felony be employed as a probation officer or private probation officer.
 - e. Intake, Administrative, and Intern Qualifications and Training. Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer assistance to a private probation officer or the Contractor. Any such person shall be at least 18 years of age at the time of appointment to the position of intake officer, administrative staff, or intern and shall have completed a standard high school diploma or its equivalent.
 - f. Criminal History Check. Contractor shall have a criminal history records check made of all staff and give written consent to the Department of Community Supervision to conduct periodic criminal history checks.
 - g. Officer per Probationer Ratio and Standards of Supervision. Contractor shall manage caseload limits so as not to exceed 250 probationers per probation officer for basic supervision and 200 probationers per probation officer for intensive supervision. There are no caseload size limitations regarding pay-only cases. Probation Officers shall make a supervision assessment of each offender and determine the reporting schedule, type of contact(s), and frequency of contact(s) pursuant to the direction of the Court. There are no minimally required contacts for pay-only cases.
 - h. Location Place of Business. Contractor shall maintain an office in Fayette County, Georgia for meeting with and the provision of services to probationers.

- B. Reports. Contractor shall provide a quarterly report to the State Court Judge, the County, and the Board. This report shall contain the number of probationers under supervision; the amount of restitution, fines, and statutory surcharges collected; the amount and nature of all fees collected (including but not limited to fees collected for supervision, rehabilitation and program classes, electronic monitoring, drug or alcohol detection devices, and drug testing); the number of community service hours performed by probationers under supervision; a listing of all other services for which a probationer was required to pay to attend; the number of probationers for whom supervision or rehabilitation has been terminated; the reason for any termination of supervision or rehabilitation; and the number of warrants issued during the quarter, in such detail as requested.
- C. Tender of Collections. Contractor shall tender to the Clerk of the Court of Fayette County, Georgia, hereinafter referred as the Clerk, a report of collections and all fines, fees, and costs collected during the month from probationers by the 9th day of the following month. Restitution shall be paid to the victim by the 10th day of the month following collection, unless the Court orders payment to the Clerk, and then it shall be paid as such other collections are paid to the Clerk. In the event the Contractor cannot locate the victim, payment shall be made to the Clerk. Contractor shall credit payments of funds in the following order of priority: 1) restitution, 2) fines, 3) courts costs and statutory surcharges, 4) probation fees, class and rehabilitation fees, drug and alcohol testing fees, and all other probation services rendered to the probationer. Contractor shall not retain or profit from any restitution, fines, court costs, or statutory surcharges collected from probationers except the probation fees authorized by this Agreement as set forth in the Schedule of Fees attached hereto as "Exhibit A".
- D. Access to Contractor Records.
- a. All records shall be open to inspection upon the request of the County, Court, the Department of Audits and Accounts, an auditor appointed by the County Commission, the Department of Corrections, the Department of Community Supervision, the State Board of Pardons and Paroles, or the Board's Fiscal Auditor. Contractor may be requested by the County or the Court to audit its records and books pertaining to the services rendered to the Court. A written copy of this audit shall be provided to the Court and the County within 3 months of the close of the audit.
- E. Conflicts of Interest per O.C.G.A. 42-8-109
- a. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall engage in any other employment, business, or activity which interferes or conflicts with the duties and responsibilities under contracts authorized in this article.
 - b. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall own, operate, have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services.

- c. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program which a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs. Any person violating this paragraph shall be guilty of a misdemeanor.
- F. Scope of Services to Probationers by Contractor. Contractor shall provide the following services:
- a. Court Attendance and Probationer Case History. During all court sessions, Contractor shall make available an intake officer or probation officer to interview each probationer to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court's ordered conditions of probation. At orientation, the intake or probation officer shall provide a list of all service fees to the probationer.
 - b. Supervision. Contractor shall monitor and supervise probationers to ensure compliance with the Court's order of probation. Contractor shall make a supervision assessment of the offender and determine the probationer's reporting schedule.
 - c. Restitution, Fine, Statutory Surcharges, and Fee Collection. Contractor shall collect restitution, fines, statutory surcharges, probation supervision fees, class and rehabilitation fees, drug and alcohol testing fees as ordered by the Court. Contractor shall provide an itemized bill for each of the above listed collections, prepared in accordance with accepted accounting practices, each month.
 - i. Indigent Probationers. Offenders determined by the Court to be indigent in accordance with O.C.G.A. § 42-8-102 shall be supervised at no cost to the probationer, the Court, or the County.
 - ii. Contractual Split of Payments. Each payment received from the probationer, if paid in accordance with the monthly schedule set forth by the probation officer on the initial first appointment, shall be applied according to the restitution, fines, statutory surcharges, court costs, class and rehabilitation fees, and drug and alcohol testing fees as ordered by the Court.
 - iii. Pay Only Probation. Offenders who are placed on probation sentences as outlined in O. C.G.A. 42-8-103 shall pay only three (3) months of probation fees regardless of the number of concurrent or consecutive cases. Fees and cases shall be terminated when paid in full unless the Court so modifies the sentence.
 - iv. Consecutive cases. Consecutive misdemeanor sentences shall be supervised in accordance with O.C.G.A. 42-8-103.1.
 1. In the event a probationer makes a payment that is less than the amount specified by the probation officer during the initial appointment with that probationer, the amount collected will be distributed proportionately between the Court and the Contractor. The Court will receive 70% of that collected fee for restitution, fines, statutory surcharges. The Contractor will receive 30% of

- that collected fee for probation supervision, class and rehabilitation fees, drug and alcohol screens. This split shall not apply to fees due for intensive drug and alcohol testing (described in subsection F(c)(iv)(2) hereof), pay-only cases (described in subsection F(c)(iii) hereof), and class and rehabilitation fees (described in subsection F(c)(iv)(3) hereof).
2. Payment for Intensive Drug and Alcohol Testing. If a probationer is ordered by the Court to undergo intensive drug and alcohol testing, the probationer will be required to pay for the drug and alcohol testing as set in the schedule of fees, attached hereto as Exhibit A, at the time the tests are rendered. This payment shall be a one payment not subject to the contractual split of payments set out in F(c)(iv)(1) above. The Contractor shall make every effort to keep the probationer in compliance with normal monthly payments towards restitution, fine, and statutory surcharges.
 3. Payment for Class and Rehabilitative Fees. If a probationer is ordered by the Court to attend class and rehabilitative courses he/she is required to pay for the cost of the courses, as set by the schedule of fees (Exhibit A attached hereto), at the time that he/she attends the course. This payment shall be a onetime payment not subject to the contractual split of payments set out in F(c)(iv)(1) above. The Contractor shall make every effort to keep the probationer in compliance with normal monthly payments towards restitution, fine, and statutory surcharges.
 4. In no instance or under any circumstances will any court monies be moved or transferred from the Court's account to supervision fees without express permission and a corresponding order from the Court.
 5. In no instance will any probation fees or drug and alcohol testing fees be collected by the Contractor performance of the of the supervision services or drug and alcohol testing.
- d. Community Service. Contractor shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. The court may convert fines, statutory surcharges, and probation supervision fees to community service on the same basis as it allows a defendant to pay a fine through community service as set forth in subsection (d) of O.C.G.A. 17-10-1. Contractor will maintain records of service participation.
- i. Rate of Conversion. The current rate of community service conversion for fines, statutory surcharges, and probation supervision fees is \$10.00 per hour. The Court may amend this provision with an order from the Court. The minimum rate shall be Federal minimum wage or \$10.00 per hour, whichever is higher after this Agreement is signed.
 - ii. Location of Community Service. For probationers assigned to community service for court ordered hours, for conversion of fines, for statutory surcharges, and/or supervision fees, the probation officer will instruct the probationer to complete said hours in Fayette County, Georgia. If a

probationer is unable to comply, then the probation officer will require twenty (20) hours of community service to be done in Fayette County, Georgia and then may transfer the remaining hours to a community service organization local to the probationer, if approved by the probation supervising officer. In the event a probationer cannot travel to Fayette County, Georgia for community service obligations, then the probation supervising officer may request the Court allow a full transfer of community service obligations. The Court, in its discretion, may assent or refuse such requests.

- e. **Employment Assistance.** Contractor shall prepare referrals and lend reasonable assistance to probationers to the extent ordered by the Court or to the extent available for probationers desiring employment assistance or counseling.
- f. **Drug and Alcohol Testing.** Contractor shall not use drug and alcohol screening devices. Contractor shall use drug and alcohol tests. Contractor shall conduct drug and alcohol testing as determined necessary by the Court. The probationer shall be responsible for the costs of all drug and alcohol testing.
 - i. **Intensive Drug and Alcohol Testing.** For intensive testing as set by the Court, the probationer shall pay for drug and alcohol testing weekly as set by the schedule of fees.
- g. **Substance Abuse and Mental Health Evaluations and Rehabilitative Services.** Contractor shall coordinate with local authorities and facilities for the evaluation and assessment of probationers for drug and alcohol rehabilitation services, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance.
- h. **Electronic Monitoring.** Contractor, when so ordered by the Court, shall provide to the probationer a list of third party electronic monitoring or house arrest providers for the monitoring of said probationers.
- i. **Reports of Violations of Probation and Revocation Procedures.** Contractor shall recommend revocation of probation whenever the probationers have failed substantially to comply with the terms and conditions of probation. The Court shall provide Contractor with direction of what constitutes a substantial failure to comply with probation terms and conditions. Contractor shall prepare probation violation warrants, orders, and revocation hearings for submission to the Court. Contractor shall have probation officers available to testify at probation revocation hearings, sentencing hearings, and other such hearings as deemed reasonable and necessary by the Court. Minor violations of probation, although not cause for revocation, shall be included in regular reports made to the Court if requested under this Agreement. The Court shall provide Contractor direction as to what curative measures should be taken in the case of minor violations.
 - i. The supervising probation officer will instruct the probationer how to comply with the Court's ruling in reference to sentencing or revocation of probation.
- j. **Pre-sentence Investigations.** When directed by the Court, Contractor shall conduct pre-sentence investigations for the Court as requested. A written report shall be prepared and delivered to the Court. A pre-sentence investigation shall include: 1) a report on the circumstances of the offense, 2) a social and family background

examination, 3) a criminal history check through the Georgia Crime Information Center and the National Crime Information Center, and 4) a report of current circumstances and conditions of the defendant. The cost for pre-sentence investigations will be \$100 per report to be paid by the Court to the Contractor.

- k. The Contractor may recommend as set forth in O.C.G.A. 42-8-103.1. (a) & (b) to the Court early termination or non-reporting probation. A probationer will not be assessed probation supervision fees if such a request is granted by the Court.
- l. The Contractor will set aside one dollar (\$1) per case per month supervised of its supervision fees into an Indigent Mental Health Fund. These set-aside funds may be used for indigent probationers requiring mental health and/or substance abuse evaluation and/or treatment as determined by the Court and through a provider agreed on by the Court and the Contractor. The set aside funds shall be capped at forty thousand dollars. Should the account fall below said cap the set aside shall commence until such cap is attained. Funds will accrue monthly and any unused funds in any given month will carry forward for the annual fiscal year.
 - i. The monies set aside from the fees collected from probationers will be deposited no later than the 9th day of every month. These fees shall be deposited into a separate bank account owned by the Contractor.
 - ii. At the Court's discretion, the Court will submit written check requests, in a format mutually acceptable to both parties and signed by the Court, to the Contractor for processing and payment. Both the Court and the Contractor agree that no verbal or unsigned written requests will be processed.
 - iii. The Contractor will reconcile the account and update the Court on the balance as necessary. The Contractor cannot withdraw any funds from this account other than those approved in writing by the Court. Bank fees assessed to the account, including check printing, will be borne by the fund.
- m. When the Court sentences a probationer to the "Jail Tour" as a special condition of probation, the Contractor will collect a \$65 onetime fee from the probationer. This money will be a set-aside fund that the Contractor will manage. These set-aside funds may be only used for purchasing supplies, providing updates to the curriculum, and paying any Fayette County employee who supervises the class known as "Jail Tour" at a rate to be determined by the Fayette County Jail. Funds will accrue monthly and any unused funds in any given month will carry forward for the annual fiscal year.

The monies set aside from the fees collected from probationers will be deposited no later than the 9th day of every month. "Jail Tour" fees shall be deposited into a separate bank account owned by the Contractor.

At the Court's and/or Fayette County Jail's discretion, the Court or Fayette County Jail will submit written check requests, in a format mutually acceptable to both parties and signed by the Court or Jail to the Contractor for processing and payment. Both the Court and the Contractor agree that no verbal or unsigned written requests will be processed.

The Contractor will reconcile the account and update the Court on the balance as necessary. The Contractor cannot withdraw any funds from this account other than those approved in writing by the Court. Bank fees assessed to the account, including check printing, will be borne by the fund.

- G. In accordance with O.C.G.A. §15-18-80, the solicitor is authorized to create and administer a Pretrial Intervention and Diversion Program for offenses within the jurisdiction of the Court. The purpose of such program is to provide an alternative to prosecuting offenders in the criminal justice system. Upon the request of the office of the solicitor and with the advice and express written consent of the solicitor, which is now given, the County designates JCS as the sole private entity to be used for the purpose of monitoring program participants' compliance with a Pretrial Intervention and Diversion Program. Fees for monitoring services are payable not by the County, but by sentenced offenders. Entry into the Pretrial Intervention and Diversion Program shall be at the discretion of the solicitor.

Obligations of the Court or Governing Authority

In consideration for the services of Judicial Correction Services, the Contractor, the Fayette County State Court of Georgia, the Court, shall provide the following:

- H. For regular probation supervision according to the order of the Court, probationer shall pay a fee of \$35 per month.
- I. For intensive probation supervision according to the order of the Court, probationer shall pay a fee of \$50 per month.
- J. Contractor shall collect such probation fee for each month or portion of a month a probationer is under probation supervision. During the term of the Agreement and the Contractor's satisfactory performance, the Court shall refer all probationers to serve time on probation to the Contractor for purposes of probation supervision services.
- K. Probation Fee. The Court shall make payment of the probation fee as listed in this agreement a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court determines the probationer to be indigent. The Court shall not be liable for payment of any supervision fee or any program fee of a probationer.
- L. Pre-Sentencing Investigations. When ordered by the Court, Contractor shall provide a pre-sentence investigation report and Court shall pay to the Contractor \$100 for each report.
- M. Access to Criminal Histories. The Court shall assist the Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for Contractor to conduct pre-sentence investigations as may be requested.
- N. Notice of Court Sessions. The Court shall provide the Contractor notice of the current yearly schedule of court sessions by December 21st of the previous year. The Court shall

provide the Contractor a general court calendar or notice of changes in the schedule of court sessions by 5 PM of the previous day.

- O. Court Facilities. The Court and the Clerk shall provide to the Contractor an area, as available, for the purpose of conducting initial interviews and orientation with the probationer on the day of sentencing.
- P. Period of Service. The services to be performed under this Contract shall commence on January 1, 2018. The initial term of this Contract shall be through December 31, 2018. This Contract shall terminate absolutely and without further obligation on the part of the County on December 31 of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract. This Contract may be automatically renewed on an annual basis for four (4) additional twelve-month terms, for a total lifetime Contract term of five (5) years, upon the same terms and conditions as provided for in this Contract, unless previously terminated. This Contract will terminate on December 31, 2022. The County shall have the option to renew the contract for five (5) additional one-year intervals provided that the service is satisfactory, both parties are willing to renew, and the renewal is approved with the written consent of the County. Either party may terminate this Agreement upon thirty (30) days written notice. The Court or the County may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of voluntary or involuntary case in bankruptcy. Within sixty (60) working days of termination, Contractor shall peacefully surrender to the Court all records and documents generated by the Contractor in connection with this Agreement and the services thereunder and any equipment or supplies assigned to the Contractor by the Court. Contractor shall turn over to the Clerk any monies collected or received, less supervision fees, validly incurred and duly owing to the Contractor through the termination date. Any restitution, fines, statutory surcharges, or court costs received by the Contractors from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk, other than fees earned by the Contractor. The Court shall provide the Contractor receipt for all property surrendered under this provision.

Indemnity, Insurance, and Bonding Obligations of Contractor

- Q. Insurance and Bond. Upon registration application to operate a private probation entity, the Contractor must include written evidence of general liability insurance coverage of at least one million (\$1,000,000). This insurance must be maintained at all times while providing services.
- R. Bonding. The Contractor shall include written evidence of bonding coverage of at least twenty-five thousand (\$25,000).
- S. Indemnification. Neither the Court nor the County shall be liable to the Contractor nor to anyone who may claim a right resulting from any relationship with Contractor, for any acts of the Contractor, its employees, agents, or participants in the performance of services conducted on the property of the County. Contractor shall indemnify and hold harmless the Court and County from any claims, demands, actions, proceedings, expenses, damages, liabilities, or losses (including but not limited to attorney's fees and court costs) and any causes of action arising from any acts or omissions arising out of or

in connection with the services performed by the Contractor or its employees and agents under the terms of this Agreement.

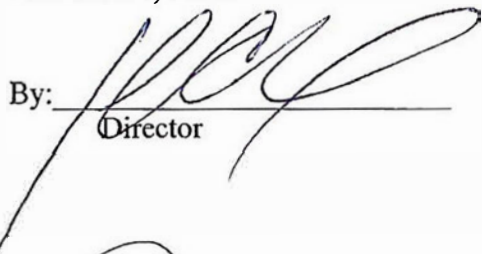
Representations and Warranties of Contractor

- T. **Deficiency in Service by Contractor.** In the event that the Court and County determine that there are deficiencies in the services provided by the Contractor hereunder, the Court and the County may terminate this Agreement in accordance with item P or notify the Contractor in writing as to the exact nature of such deficiency. Within sixty (60) days of receipt of such notice, the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the company fails to cure or take reasonable steps to cure the deficiencies to the Court and County satisfaction, then either may declare the Contractor in default and may terminate this Agreement.
- U. **Time is of the Essence of this Agreement.**
- V. **Compliance with the Law.** The Contractor shall comply with all federal, state, and local laws statutes, regulations, and ordinances arising out of or in connection with the performance of its services pursuant to this Agreement.
- W. **Independent Contractor.** Contractor is an independent contractor and is not an agent, joint venture, or other affiliate of the Court or County in any way. Contractor shall use its own employees and agents to perform this Agreement. It is agreed that the Contractor is solely responsible for all payment of federal, state, and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation thereof. The Contractor agrees to indemnify and hold harmless the Court and the County from and against any and all federal, state, or local tax liability or penalties that may arise from the payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or the County.
- X. **Entire Agreement.** This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by all parties to include the Court, the County, and the Contractor.
- Y. **Binding Agreement.** This Contract shall be binding on any successor to the undersigned official of the County or Court. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any City, State, or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.
- Z. **Subcontractors.** Aside from the drug and alcohol testing and electronic monitoring mentioned above, the Contractor may not delegate, assign, or subcontract any obligation, of the Contractor's performance under the Agreement and may not assign any right under this Agreement without the Court's approval. The Court has discretion in this regard and this discretion shall be absolute. Any notices made in accordance with this Agreement

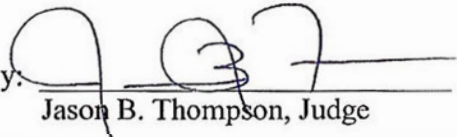
except as otherwise set out in item N, shall be in writing and shall be made in person, by registered mail, or certified mail, return receipt requested, to the Contractors.

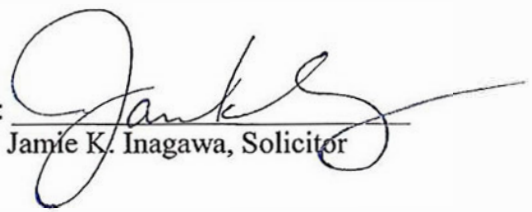
In witness whereof, the parties hereto have executed this agreement on the 13th day of December, 2018.

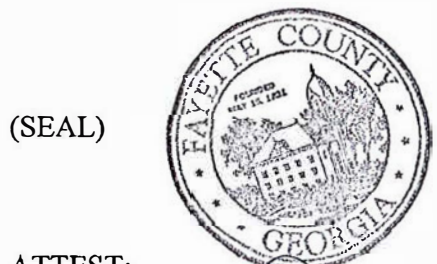
JUDICIAL CORRECTION
SERVICES, LLC.

By: 
Director

STATE COURT
FAYETTE COUNTY, GEORGIA

By: 
Jason B. Thompson, Judge

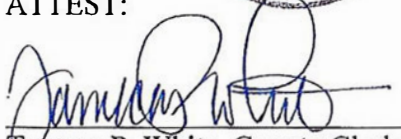
By: 
Jamie K. Inagawa, Solicitor



BOARD OF COMMISSIONERS OF
FAYETTE COUNTY, GEORGIA

By: 
Eric K. Maxwell, Chairman

ATTEST:


Tameca P. White, County Clerk

Approved as to form:

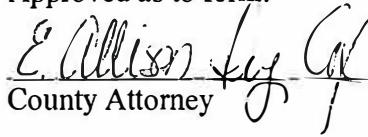

County Attorney

Exhibit A
Schedule of Fees

List of fees and the amount to be collected:

1. Probation Supervision Fee: \$35 per month
2. Intensive Probation Supervision Fee: \$50 per month
3. Start Up Fee: \$15 per case
4. Victim Impact Panel Class Fee: \$15
5. Me & My Driving Class: \$65
6. Restorative Justice: \$65
7. Anger Management: \$25 per book and \$200 total for the class
8. Moral Recognition Training: \$25 per book and \$200 total for the class
9. Family Violence Intervention Program: \$25 per book, \$25 per assessment, \$20 fee paid to Promise Place and \$20 fee paid to Georgia Commission on Family Violence, \$25 per class
10. 6 panel drug test: \$25 per test
11. ETG alcohol test: \$20 per test
12. Comprehensive test: \$75 per test
13. Test Retest: \$75 per retest
14. Confirmatory test by independent laboratory: \$40 per test
15. On Site Alcohol Test: \$10.00 per test
16. On Site Laboratory Test and Confirmation: \$50.00 per test
17. Pre-trial diversion supervision: \$45 per month
18. Jail Tour: \$65 per tour

**State of Georgia
County of Fayette**

**AMENDMENT TO THE CONTRACT FOR PROBATION
SUPERVISION AND REHABILITATION SERVICES
BY AND BETWEEN FAYETTE COUNTY, GEORGIA
AND JUDICIAL CORRECTION SERVICES, LLC. (JCS)**

WHEREAS, Fayette County and JCS have previously entered into a Contract for Probation Supervision and Rehabilitation Services pursuant to which the County has retained JCS to coordinate and provide certain probation services to the Fayette County State and Court; and

WHEREAS, Fayette County and JCS desire to amend the terms of said Contract;

WHEREAS, the contract between Fayette County and JCS contemplate annual renewals as outlined below:

“The County shall have the option to renew the contract for five (5) additional one-year terms provided that the service is satisfactory, both parties are willing to renew, and the renewal is approved with the written consent of the County.”

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Fayette County and JCS do hereby enter into this Amendment of said Contract and hereby incorporate this Amendment into said Contract:

RENEWAL OF THE PERIOD OF SERVICE

This amendment shall serve as a renewal of the period of service contemplated by the original Contract as follows:

The contract shall be renewed for a period of one year beginning January 1, 2023 and terminating December 31, 2023.

MODIFICATION OF THE INDIGENT MENTAL HEALTH FUND

This amendment shall serve as a modification of the Indigent Mental Health Fund contractual provision:

Contractor shall set aside (\$1.25) per case per month of its supervision fees into an Indigent Mental Health Fund.

The set aside funds shall be capped at fifty thousand dollars.

MODIFICATION OF SCHEDULE OF FEES

This amendment shall serve as a modification of Schedule of Fees contemplated by the original contract as follows:

-Probation Supervision Fee: \$40.00 per month

-ETG Alcohol Test: \$35.00 per test


IN WITNESS WHEREOF, the parties hereto have executed this Amendment this
17th day of February, 2023.

**FAYETTE COUNTY BOARD OF
COMMISSIONERS**



Lee Hearn, Commission Chairman

**JUDICIAL CORRECTION
SERVICES, LLC.**



Thomas S. York, COO

APPROVED BY THE FAYETTE COUNTY STATE COURT:



Jason B. Thompson, Judge

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of the amendment and renewal of a contract between Fayette County and the Judicial Correction Services (JCS), LLC for probation supervision and rehabilitation services for Magistrate Court beginning January 1, 2025 and terminating December 31, 2025, with an option to renew for five (5) additional one-year terms.

Background/History/Details:

Judicial Correction Services (JCS), the probation company for Magistrate Court, provides probation supervision and rehabilitation services.

The proposed Amendments simply extend the periods of service of the Agreements, beginning January 1, 2025 and terminating December 31, 2025, with an option to renew for five (5) additional one-year terms. Supervision fees will remain at their current levels for 2025.

What action are you seeking from the Board of Commissioners?

Approval of the amendment and renewal of a contract between Fayette County and the Judicial Correction Services (JCS), LLC for probation supervision and rehabilitation services for Magistrate Court beginning January 1, 2025 and terminating December 31, 2025, with an option to renew for five (5) additional one-year terms.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

**State of Georgia
County of Fayette**

**AMENDMENT TO THE PROBATION SERVICES AGREEMENT
BY AND BETWEEN FAYETTE COUNTY, GEORGIA
AND JUDICIAL CORRECTION SERVICES, LLC (JCS)**

WHEREAS, Fayette County and JCS have previously entered into a Probation Services Agreement pursuant to which the County has retained JCS to coordinate and provide certain probation services to the Fayette County Magistrate Court; and

WHEREAS, Fayette County and JCS desire to amend the terms of said Agreement;

WHEREAS, the Agreement between Fayette County and JCS contemplates renewal as outlined below:

“The County shall have the option to renew the contract for five (5) additional one-year intervals provided that the service is satisfactory, both parties are willing to renew, and the renewal is approved with the written consent of the County.”

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Fayette County and JCS do hereby enter into this Amendment of said Agreement and hereby incorporate this Amendment into said Agreement:

RENEWAL OF THE PERIOD OF SERVICE

This Amendment shall serve as a renewal of the period of service contemplated by the original Agreement as follows:

The Agreement shall be renewed for a period of one year beginning January 1, 2025 and terminating December 31, 2025.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment this _____ day of _____, 20____.

**FAYETTE COUNTY BOARD OF
COMMISSIONERS**

**JUDICIAL CORRECTION
SERVICES, LLC.**

Lee Hearn, Commission Chairman

Thomas S. York, COO

APPROVED BY THE FAYETTE COUNTY MAGISTRATE COURT:

Robert A. Ruppenthal, Chief Judge

Judicial Correction Services, LLC
Probation Services Agreement

Fayette County, Georgia

This Agreement is made by and between Judicial Correction Services, LLC organized under the laws of the State of Georgia, with its principal business at 1770 Indian Trail Road, Suite 350, Norcross, Georgia, 30093 hereinafter called "Contractor" and Fayette County, Georgia hereinafter called "County", upon the request and consent of the Chief Judge of Magistrate Court of Fayette County, Georgia herein after called "Court". This agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of O.C.G.A. § 42-8-101.

Witnesseth:

Whereas, the County has been duly authorized to establish service for a private probation system for the supervision of probationers as ordered by the Fayette County Magistrate Court, and to collect restitution, fines, and fees as ordered by the Chief Judge of Fayette County Magistrate Court.

Whereas, the County wishes to enter into an agreement with the Contractor to provide probation services upon the terms and conditions set forth herein with approval from the Court.

Now therefore, and in consideration of the mutual covenants contained herein, and other good and valuable considerations, the receipt, adequacy, and sufficiency of which is acknowledged by the parties hereto, the County enters into the agreement with the Contractor to provide probation services for the jurisdiction of Fayette County upon the terms, covenants, and agreements as set forth herein.

Scope of Services and Responsibilities of Contractor

In consideration of the obligations of the County and the Court, Contractor shall provide the following services.

A. Responsibilities of Probation Services Contractor

- a. Compliance with Statutes and Rules. Contractor shall comply with Article 6 of Title 42 Chapter 8 of the Official Code of Georgia and all standards, rules, and regulations promulgated by the Department of Community Supervision and the Misdemeanor Oversight Unit.
- b. Records and Confidentiality. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records, and papers relative to supervision of probationers under this Agreement. These records, files, and papers shall be available only to the Judge of the Court handling the case, the Department of Audits and Accounts, the Department of Supervision and upon transfer of supervision to the State, to the Georgia Department of Corrections or the Department of Community Supervision.
- c. Financial Records. Contractor shall maintain financial records according to generally accepted accounting practices.

- d. **Officer Qualifications and Training.** Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the caseload of a probation officer. In accordance with O.C.G.A. 42-8-107, any such person shall be at least 21 years of age at the time of appointment to the position of private probation officer or probation officer and shall have completed a standard four-year college course or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements. Every private probation officer shall receive an initial 40 hours of training and orientation upon employment and shall receive 20 hours of continuing education per annum as approved by the Department of Community Supervision Board of Directors, hereinafter referred as the Board, provided that the 40 hour initial orientation shall not be required of any person who has successfully completed a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least six months as of July 1, 1996, or any person employed as a probation officer by a county, municipal, or consolidated government as of March 1, 2006. In no event shall any person convicted of a felony be employed as a probation officer or private probation officer.
 - e. **Intake, Administrative, and Intern Qualifications and Training.** Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer assistance to a private probation officer or the Contractor. Any such person shall be at least 18 years of age at the time of appointment to the position of intake officer, administrative staff, or intern and shall have completed a standard high school diploma or its equivalent.
 - f. **Criminal History Check.** Contractor shall have a criminal history records check made of all employees and give written consent to the Department of Community Supervision to conduct periodic criminal history checks.
 - g. **Officer per Probationer Ratio and Standards of Supervision.** Contractor shall manage caseload limits so as not to exceed 250 probationers per probation officer for basic supervision and 200 probationers per probation officer for intensive supervision. There are no caseload size limitations regarding pay-only cases. Probation Officers shall make a supervision assessment of each offender and determine the reporting schedule, type of contact(s), and frequency of contact(s) pursuant to the direction of the Court. There are no minimally required contacts for pay-only cases.
 - h. **Location Place of Business.** Contractor shall maintain an office in Fayette County, Georgia for meeting with and the provision of services to probationers.
- B. **Reports.** Contractor shall provide to the Judge and the County with whom the contract or agreement was made and the Board a quarterly report summarizing the number of probationers under supervision; the amount of restitution, fines, and statutory surcharges collected; the amount of fees collected and the nature of such fees, including supervision fees, classes for rehabilitation programs fees, electronic monitoring fees, drug or alcohol detection device fees, and drug testing fees; the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay to attend; the number of probationers for whom supervision or rehabilitation has been terminated

and the reason for the termination; and the number of warrants issued during the quarter, in such detail as requested.

- C. **Tender of Collections.** Contractor shall tender to the Clerk of the Court of Fayette County, Georgia, hereinafter referred as the Clerk, a report of collections and all fines, fees, and costs collected during the month from probationers by the 9th day of the following month. Restitution shall be paid to the victim by the 10th day of the month following collection unless the Court orders payment to the Clerk, and then it shall be paid as such other collections are paid to the Clerk. In the event the Contractor cannot locate the victim, payment shall be made to the Clerk. Contractor shall credit payments of funds to in the following order of priority: 1) restitution, 2) fines, 3) courts costs and statutory surcharges, 4) probation fees, class and rehabilitation fees, drug and alcohol testing fees, and all other probation services rendered to the probationer. Contractor shall not retain or profit from any restitution, fines, court costs, or statutory surcharges collected from probationers except the probation fee authorized by this Agreement as set forth in the Schedule of Fees.
- D. **Access to Contractor Records.**
- a. All records shall be open to inspection upon the request of the affected County, Court, the Department of Audits and Accounts as requested, an auditor appointed by the Commissioners, the Department of Corrections, the Department of Community Supervision, the State Board of Pardons and Paroles, or the Board.
 - b. **Fiscal Audit.** Contractor may be requested by the County or the Court to audit its records and books pertaining to the services rendered to the Court. A written copy of this audit shall be provided to the Court and the County within 3 months of the close of the audit.
- E. **Conflicts of Interest per O.C.G.A. 42-8-109**
- a. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall engage in any other employment, business, or activity which interferes or conflicts with the duties and responsibilities under contracts authorized in this article.
 - b. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall own, operate, have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services.
 - c. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program which a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs. Any person violating this paragraph shall be guilty of a misdemeanor.
- F. **Scope of Services to Probationers by Contractor.** Contractor shall provide the following services:
- a. **Court Attendance and Probationer Case History.** During all court sessions, Contractor shall make available an intake officer or probation officer to interview each probationer to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court's ordered conditions of probation. At orientation, the intake or probation officer shall provide a list of all service fees to the probationer.

- b. Supervision. Contractor shall monitor and supervise probationers to ensure compliance with the Court's order of probation. Contractor shall make a supervision assessment of the offender and determine the probationer's reporting schedule.
- c. Restitution, Fine, Statutory Surcharges, and Fee Collection. Contractor shall collect restitution, fines, statutory surcharges, probation supervision fees, class and rehabilitation fees, drug and alcohol testing fees as ordered by the Court. Contractor shall provide an itemized bill prepared in accordance with accepted accounting practices for each month for each.
 - i. Indigent Probationers. Offenders determined by the Court to be indigent in accordance with O.C.G.A. 42-8-1025 shall be supervised at no cost to the probationer, the Court, or the County.
 - ii. Contractual Split of Payments. Each payment received from the probationer, if paid by the monthly schedule set forth by the probation officer on the initial first appointment, shall be applied according to the restitution, fines, statutory surcharges, court costs, and class and rehabilitation fees, drug and alcohol testing fees as ordered by the Court.
 - iii. Pay Only Probation. Offenders who are placed on probation sentences as outlined in O. C.G.A. 42-8-103 shall pay only three (3) months of probation fees regardless of the number of concurrent or consecutive cases. Fees and cases shall be terminated when paid in full unless the Court so modifies the sentence.
 - iv. Consecutive cases. Consecutive misdemeanor sentences shall be supervised in accordance with O.C.G.A. 42-8-103.1.
 - 1. Each payment, if said payment should be less than the amount specified by the probation officer on the initial first appointment, received from the probationer, excepting intensive testing, pay-only cases, and class and rehabilitative fees below, shall be split for the Court as payment for restitution, fine, statutory surcharges as seventy percent (70%) and the Contractor as payment for probation supervision fees, class and rehabilitative fees, drug and as thirty percent (30%).
 - 2. Payment for Intensive Drug and Alcohol Testing. For probationers ordered by the Court to intensive drug and alcohol testing, the probationer will be required to pay for the drug and alcohol testing as set in the schedule of fees as the tests are rendered. This payment shall be one payment not subject to the contractual split of payments. The Contractor shall make every effort to keep the probationer in compliance with normal monthly payments towards restitution, fine, and statutory surcharges.
 - 3. Payment for Class and Rehabilitative Fees. For probationers ordered by the Court to class and rehabilitative courses and required to pay them as set by the schedule of fees, the probationer will be required to pay for the class and rehabilitative courses as rendered and this payment shall a second payment not subject to the contractual split of payments. The Contractor shall make every effort to keep the probationer in compliance with normal monthly payments towards restitution, fine, and statutory surcharges.
 - 4. In no instance or under any circumstances will any court monies be moved or transferred from the Court's account to supervision fees without express permission and a corresponding order from the Court.

5. In no instance will any probation fees or drug and alcohol testing fees be collected by the Contractor in advance of the supervision services or drug and alcohol testing fees it provides.
- d. Community Service. Contractor shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. The court may convert fines, statutory surcharges, and probation supervision fees to community service on the same basis as it allows a defendant to pay a fine through community service as set forth in subsection (d) of O.C.G.A. 17-10-1. Contractor will maintain records of service participation.
 - i. Rate of Conversion. The current rate of community service conversion for fines, statutory surcharges, and probation supervision fees is \$10.00 per hour. The Court may amend this provision with an order from the Court. The minimum rate shall be Federal minimum wage or \$10.00 per hour, whichever is higher after this Agreement is signed.
 - ii. Location of Community Service. For probationers assigned to community service for court ordered hours or for conversion of fines, statutory surcharges, and supervision fees, the probation officer will instruct the probationer to complete said hours in Fayette County, Georgia. If a probationer is unable to comply, then the probation officer will require twenty (20) hours of community service to be done in Fayette County, Georgia and then may transfer the remaining hours to a local community service organization to the probationer, if approved by the probation supervising officer. In the event a probationer cannot travel to Fayette County, Georgia for community service obligations, then the probation supervising officer may request the Court a full transfer of community service obligations. The Court, in its discretion, may assent or refuse such requests.
 - e. Employment Assistance. Contractor shall prepare referrals and lend reasonable assistance to probationers to the extent ordered by the Court or to the extent available for probationers desiring employment assistance or counseling.
 - f. Drug and Alcohol Testing. Contractor shall not use drug and alcohol screening devices. Contractor shall use drug and alcohol tests. Contractor shall conduct drug and alcohol testing as determined necessary by the Court. The probationer shall be responsible for the costs of all drug and alcohol testing.
 - i. Intensive Drug and Alcohol Testing. For intensive testing as set by the Court, the probationer shall pay for drug and alcohol testing weekly as set by the schedule of fees.
 - g. Substance Abuse and Mental Health Evaluations and Rehabilitative Services. Contractor shall coordinate with local authorities and facilities for the evaluation and assessment of probationers for drug and alcohol rehabilitation services, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance.
 - h. Electronic Monitoring. Contractor when so ordered by the Court shall provide to the probationer a list of third party electronic monitoring or house arrest providers for the monitoring of said probationers.
 - i. Reports of Violations of Probation and Revocation Procedures. Contractor shall recommend revocation of probation whenever the probationers have failed substantially to comply with the terms and conditions of probation. The Court shall provide Contractor with direction of what constitutes a substantial failure to comply with probation terms and conditions. Contractor shall prepare probation violation

warrants, orders, and revocation hearings for submission to the Court. Contractor shall have probation officers available to testify at probation revocation hearings, sentencing hearings, and other such hearings as deemed reasonable and necessary by the Court. Minor violations of probation, although not cause for revocation, shall be included in regular reports made to the Court if requested under this Agreement. The Court shall provide Contractor direction as to what curative measures should be taken in the case of minor violations.

- i. The supervising probation officer will instruct the probationer how to comply with the Court's ruling in reference to sentencing or revocation of probation.
- j. Pre-sentence Investigations. When directed by the Court, Contractor shall conduct pre-sentence investigations for the Court as requested. A written report shall be prepared and delivered to the Court. A pre-sentence investigation shall include: 1) a report on the circumstances of the offense, 2) a social and family background examination, 3) a criminal history check through the Georgia Crime Information Center and the National Crime Information Center, and 4) a report of current circumstances and conditions of the defendant. The cost for pre-sentence investigations will be \$100 per report to be paid by the Court to the Contractor.
- k. The Contractor may recommend as set forth in O.C.G.A. 42-8-103.1. (a) & (b) to the Court early termination or non-reporting probation. A probationer will not be assessed probation supervision fees if such a request is granted by the Court.

Obligations of the Court or Governing Authority

In consideration for the services of Judicial Correction Services, the Contractor, the Fayette County Magistrate Court of Georgia, the Court, shall provide the following:

- G. For regular probation supervision according to the order of the Court, probationer shall pay a fee of \$35 per month.
- H. For intensive probation supervision according to the order of the Court, probationer shall pay a fee of \$50 per month.
- I. Contractor shall collect such probation fee for each month or portion of a month a probationer is under probation supervision. During the term of the Agreement and the Contractor's satisfactory performance, the Court shall refer all probationers to serve time on probation to the Contractor for purposes of probation supervision services.
- J. Probation Fee. The Court shall make payment of the probation fee as listed in this agreement a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court determines the probationer to be indigent. The Court shall not be liable for payment of any supervision fee or any program fee of a probationer.
- ~~K. Pre-Sentencing Investigations. When ordered by the Court, Contractor shall provide a pre-sentence investigation report and Court shall pay to the Contractor \$100 for each report.~~
- ~~L. Access to Criminal Histories. The Court shall assist the Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for Contractor to conduct pre-sentence investigations as may be requested.~~
- M. Notice of Court Sessions. The Court shall provide the Contractor notice of the current yearly schedule of court sessions by December 21st of the previous year. The Court shall provide the Contractor a general court calendar or notice of changes in the schedule of court sessions by 5 PM of the previous day.

NA
NA to
Magistrate
Court

- N. Court Facilities. The Court and the Clerk shall provide to the Contractor an area, as available, for the purpose of conducting initial interviews and orientation with the probationer on the day of sentencing.
- O. Period of Service. The services to be performed under this Contract shall commence on January 1, 2020. The initial term of this Contract shall be through December 31, 2020. This Contract shall terminate absolutely and without further obligation on the part of the County on December 31 of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract. This Contract may be automatically renewed on an annual basis for four (4) additional twelve-month terms, for a total lifetime Contract term of five (5) years, upon the same terms and conditions as provided for in this Contract, unless previously terminated. This Contract will terminate on December 31, 2024. The County shall have the option to renew the contract for five (5) additional one-year intervals provided that the service is satisfactory, both parties are willing to renew, and the renewal is approved with the written consent of the County. Either party may terminate this Agreement upon thirty (30) days written notice. The Court or the County may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of voluntary or involuntary case in bankruptcy. Within sixty (60) working days of termination, Contractor shall peacefully surrender to the Court all records and documents generated by the Contractor in connection with this Agreement and the services thereunder and any equipment or supplies assigned to the Contractor by the Court. Contractor shall turn over to the Clerk any monies collected or received less supervision fees validly incurred and duly owing to the Contractor through the termination date. Any restitution, fines, statutory surcharges, or court costs received by the Contractors from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk, other than fees earned by the Contractor. The Court shall provide the Contractor receipt for all property surrendered under this provision.

Indemnity, Insurance, and Bonding Obligations of Contractor

- P. Insurance and Bond. Upon registration application to operate a private probation entity, the Contractor must include written evidence of general liability insurance coverage of at least one million (\$1,000,000). This insurance must be maintained at all times while providing services.
- Q. Bonding. The Contractor shall include written evidence of bonding coverage of at least twenty-five thousand (\$25,000).
- R. Indemnification. Neither the Court nor the County shall be liable to the Contractor nor to anyone who may claim a right resulting from any relationship with Contractor, for any acts of the Contractor, its employees, agents, or participants in the performance of services conducted on the property of the County. Contractor shall indemnify and hold harmless the Court and County from any claims, demands, actions, proceedings, expenses, damages, liabilities, or losses (including but not limited to attorney's fees and court costs) and any causes of action arising from any acts or omissions arising out of or in connection with the services performed by the Contractor or its employees and agents under the terms of this Agreement.

Representations and Warranties of Contractor


- S. Deficiency in Service by Contractor. In the event that the Court and County determines that there are deficiencies in the services provided by the Contractor hereunder, the Court and the County may terminate this Agreement in accordance with item O or notify the Contractor in writing as to the exact nature of such deficiency. Within sixty (60) days of receipt of such notice,

the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the company fails to cure or take reasonable steps to cure the deficiencies to the Court and County satisfaction, then either may declare the Contractor in default and may terminate this Agreement.

- T. Time is of the Essence of this Agreement.
- U. Compliance with the Law. The Contractor shall comply with all federal, state, and local laws statutes, regulations, and ordinances arising out of or in connection with the performance of its services pursuant to this Agreement.
- V. Independent Contractor. Contractor is an independent contractor and is not an agent, joint venture, or other affiliate of the Court or County in any way. Contractor shall use its own employees and agents to perform this Agreement. It is agreed that the Contractor is solely responsible for all payment of federal, state, and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation thereof. The Contractor agrees to indemnify and hold harmless the Court and the County from and against any and all federal, state, or local tax liability or penalties that may arise from the payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or the County.
- W. Entire Agreement. This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by all parties to include the Court, the County, and the Contractor.
- X. Binding Agreement. This Contract shall be binding on any successor to the undersigned official of the County or Courts. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any City, State, or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.
- Y. Subcontractors. The Contractor may not delegate, assign, or subcontract any obligation, excepting drug and alcohol testing and electronic monitoring mentioned above, of the Contractor's performance under the Agreement and may not assign any right under this Agreement, in either case without the Court's approval. The Court has discretion in this regard and this discretion shall be absolute. Any notices made in accordance with this Agreement except as otherwise set out in item M, shall be in writing and shall be made in person, by registered mail, or certified mail, return receipt requested, to the Contractor.

In witness whereof, the parties here to have executed this agreement on the 28 day of December, 20 20

With the approval and the consent of Robert Ruppenthal, Judge of the Magistrate Court of Fayette County, Georgia

Consented to by: 
Fayette County Board of Commissioners

Not binding on the County, but for consideration by the IF a contract should be entered between the County and Contractor.

Chairman of the Fayette County Commission



Director or Designee of Judicial Correction Services, LLC

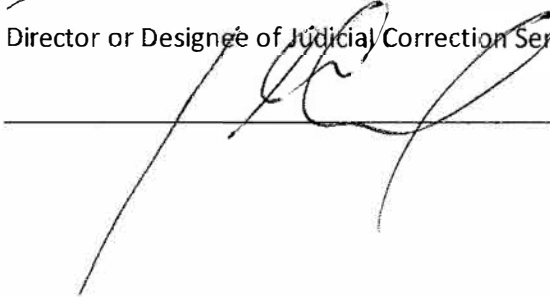


Exhibit A
Schedule of Fees

List of fees and the amount to be collected:

1. Probation Supervision Fee: \$35 per month
2. Intensive Probation Supervision Fee: \$50 per month
3. Start Up Fee: \$15 per case
4. Victim Impact Panel Class Fee: \$15
5. Me & My Driving Class: \$65
6. Restorative Justice: \$65
7. Anger Management: \$25 per book and \$200 total for the class
8. Moral Recognition Training: \$25 per book and \$200 total for the class
9. Family Violence Intervention Program: \$25 per book, \$25 per assessment, \$20 fee paid to Promise Place and \$20 fee paid to Georgia Commission on Family Violence, \$25 per class
10. 5 panel drug test: \$25 per test
11. ETG alcohol test: \$35 per test
12. Comprehensive test: \$75 per test
13. Test Retest: \$75 per retest
14. Confirmatory test by independent laboratory: \$40 per test
15. On Site Alcohol Test (Alcoholhawk): \$10.00 per test
16. On Site Laboratory Test and Confirmation: \$50.00 per test
17. Pre-trial diversion supervision: \$45 per month

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of the amendment and renewal of a contract between Fayette County and the Judicial Correction Services (JCS), LLC for probation supervision and rehabilitation services for Superior Court beginning January 1, 2025 and terminating December 31, 2025, with an option to renew for five (5) additional one-year terms.

Background/History/Details:

Judicial Correction Services (JCS), the probation company for Superior Court, provides probation supervision and rehabilitation services.

The proposed Amendments simply extend the periods of service of the Agreements, beginning January 1, 2025 and terminating December 31, 2025, with an option to renew for five (5) additional one-year terms. Supervision fees will remain at their current levels for 2025.

What action are you seeking from the Board of Commissioners?

Approval of the amendment and renewal of a contract between Fayette County and the Judicial Correction Services (JCS), LLC for probation supervision and rehabilitation services for Superior Court beginning January 1, 2025 and terminating December 31, 2025, with an option to renew for five (5) additional one-year terms.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

**State of Georgia
County of Fayette**

**AMENDMENT TO THE PROBATION SERVICES AGREEMENT
BY AND BETWEEN FAYETTE COUNTY, GEORGIA
AND JUDICIAL CORRECTION SERVICES, LLC (JCS)**

WHEREAS, Fayette County and JCS have previously entered into a Probation Services Agreement pursuant to which the County has retained JCS to coordinate and provide certain probation services to the Fayette County Superior Court; and

WHEREAS, Fayette County and JCS desire to amend the terms of said Agreement;

WHEREAS, the Agreement between Fayette County and JCS contemplates renewal as outlined below:

“The County shall have the option to renew the contract for five (5) additional one-year intervals provided that the service is satisfactory, both parties are willing to renew, and the renewal is approved with the written consent of the County.”

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Fayette County and JCS do hereby enter into this Amendment of said Agreement and hereby incorporate this Amendment into said Agreement:

RENEWAL OF THE PERIOD OF SERVICE

This Amendment shall serve as a renewal of the period of service contemplated by the original Agreement as follows:

The Agreement shall be renewed for a period of one year beginning January 1, 2025 and terminating December 31, 2025.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment this _____ day of _____, 20____.

**FAYETTE COUNTY BOARD OF
COMMISSIONERS**

**JUDICIAL CORRECTION
SERVICES, LLC.**

Lee Hearn, Commission Chairman

Thomas S. York, COO

APPROVED BY THE FAYETTE COUNTY SUPERIOR COURT:

W. Fletcher Sams, Chief Judge

Judicial Correction Services, LLC
Probation Services Agreement

Fayette County, Georgia

This Agreement is made by and between Judicial Correction Services, LLC organized under the laws of the State of Georgia, with its principal business at 1770 Indian Trail Road, Suite 350, Norcross, Georgia, 30093 hereinafter called "Contractor" and Fayette County, Georgia hereinafter called "County", upon the request and consent of the Chief Judge of Superior Court of Fayette County, Georgia herein after called "Court". This agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of O.C.G.A. § 42-8-101.

Witnesseth:

Whereas, the County has been duly authorized to establish service for a private probation system for the supervision of probationers as ordered by the Fayette County Superior Court, and to collect restitution, fines, and fees as ordered by the Chief Judge of Fayette County Superior Court.

Whereas, the County wishes to enter into an agreement with the Contractor to provide probation services upon the terms and conditions set forth herein with approval from the Court.

Now therefore, and in consideration of the mutual covenants contained herein, and other good and valuable considerations, the receipt, adequacy, and sufficiency of which is acknowledged by the parties hereto, the County enters into the agreement with the Contractor to provide probation services for the jurisdiction of Fayette County upon the terms, covenants, and agreements as set forth herein.

Scope of Services and Responsibilities of Contractor

In consideration of the obligations of the County and the Court, Contractor shall provide the following services:

- A. Responsibilities of Probation Services Contractor
 - a. Compliance with Statutes and Rules. Contractor shall comply with Article 6 of Title 42 Chapter 8 of the Official Code of Georgia and all standards, rules, and regulations promulgated by the Department of Community Supervision and the Misdemeanor Oversight Unit.
 - b. Records and Confidentiality. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records, and papers relative to supervision of probationers under this Agreement. These records, files, and papers shall be available only to the Judge of the Court handling the case, the Department of Audits and Accounts, the Department of Supervision and upon transfer of supervision to the State, to the Georgia Department of Corrections or the Department of Community Supervision.
 - c. Financial Records. Contractor shall maintain financial records according to generally accepted accounting practices.

- d. **Officer Qualifications and Training.** Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the caseload of a probation officer. In accordance with O.C.G.A. 42-8-107, any such person shall be at least 21 years of age at the time of appointment to the position of private probation officer or probation officer and shall have completed a standard four-year college course or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements. Every private probation officer shall receive an initial 40 hours of training and orientation upon employment and shall receive 20 hours of continuing education per annum as approved by the Department of Community Supervision Board of Directors, hereinafter referred as the Board, provided that the 40 hour initial orientation shall not be required of any person who has successfully completed a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least six months as of July 1, 1996, or any person employed as a probation officer by a county, municipal, or consolidated government as of March 1, 2006. In no event shall any person convicted of a felony be employed as a probation officer or private probation officer.
 - e. **Intake, Administrative, and Intern Qualifications and Training.** Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer assistance to a private probation officer or the Contractor. Any such person shall be at least 18 years of age at the time of appointment to the position of intake officer, administrative staff, or intern and shall have completed a standard high school diploma or its equivalent.
 - f. **Criminal History Check.** Contractor shall have a criminal history records check made of all employees and give written consent to the Department of Community Supervision to conduct periodic criminal history checks.
 - g. **Officer per Probationer Ratio and Standards of Supervision.** Contractor shall manage caseload limits so as not to exceed 250 probationers per probation officer for basic supervision and 200 probationers per probation officer for intensive supervision. There are no caseload size limitations regarding pay-only cases. Probation Officers shall make a supervision assessment of each offender and determine the reporting schedule, type of contact(s), and frequency of contact(s) pursuant to the direction of the Court. There are no minimally required contacts for pay-only cases.
 - h. **Location Place of Business.** Contractor shall maintain an office in Fayette County, Georgia for meeting with and the provision of services to probationers.
- B. **Reports.** Contractor shall provide to the Judge and the County with whom the contract or agreement was made and the Board a quarterly report summarizing the number of probationers under supervision; the amount of restitution, fines, and statutory surcharges collected; the amount of fees collected and the nature of such fees, including supervision fees, classes for rehabilitation programs fees, electronic monitoring fees, drug or alcohol detection device fees, and drug testing fees; the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay to attend; the number of probationers for whom supervision or rehabilitation has been terminated

and the reason for the termination; and the number of warrants issued during the quarter, in such detail as requested.

- C. **Tender of Collections.** Contractor shall tender to the Clerk of the Court of Fayette County, Georgia, hereinafter referred as the Clerk, a report of collections and all fines, fees, and costs collected during the month from probationers by the 9th day of the following month. Restitution shall be paid to the victim by the 10th day of the month following collection unless the Court orders payment to the Clerk, and then it shall be paid as such other collections are paid to the Clerk. In the event the Contractor cannot locate the victim, payment shall be made to the Clerk. Contractor shall credit payments of funds to in the following order of priority: 1) restitution, 2) fines, 3) courts costs and statutory surcharges, 4) probation fees, class and rehabilitation fees, drug and alcohol testing fees, and all other probation services rendered to the probationer. Contractor shall not retain or profit from any restitution, fines, court costs, or statutory surcharges collected from probationers except the probation fee authorized by this Agreement as set forth in the Schedule of Fees.
- D. **Access to Contractor Records.**
- a. All records shall be open to inspection upon the request of the affected County, Court, the Department of Audits and Accounts as requested, an auditor appointed by the Commissioners, the Department of Corrections, the Department of Community Supervision, the State Board of Pardons and Paroles, or the Board.
 - b. **Fiscal Audit.** Contractor may be requested by the County or the Court to audit its records and books pertaining to the services rendered to the Court. A written copy of this audit shall be provided to the Court and the County within 3 months of the close of the audit.
- E. **Conflicts of Interest per O.C.G.A. 42-8-109**
- a. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall engage in any other employment, business, or activity which interferes or conflicts with the duties and responsibilities under contracts authorized in this article.
 - b. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall own, operate, have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services.
 - c. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program which a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs. Any person violating this paragraph shall be guilty of a misdemeanor.
- F. **Scope of Services to Probationers by Contractor.** Contractor shall provide the following services:
- a. **Court Attendance and Probationer Case History.** During all court sessions, Contractor shall make available an intake officer or probation officer to interview each probationer to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court's ordered conditions of probation. At orientation, the intake or probation officer shall provide a list of all service fees to the probationer.

- b. Supervision. Contractor shall monitor and supervise probationers to ensure compliance with the Court's order of probation. Contractor shall make a supervision assessment of the offender and determine the probationer's reporting schedule.
- c. Restitution, Fine, Statutory Surcharges, and Fee Collection. Contractor shall collect restitution, fines, statutory surcharges, probation supervision fees, class and rehabilitation fees, drug and alcohol testing fees as ordered by the Court. Contractor shall provide an itemized bill prepared in accordance with accepted accounting practices for each month for each.
 - i. Indigent Probationers. Offenders determined by the Court to be indigent in accordance with O.C.G.A. 42-8-1025 shall be supervised at no cost to the probationer, the Court, or the County.
 - ii. Contractual Split of Payments. Each payment received from the probationer, if paid by the monthly schedule set forth by the probation officer on the initial first appointment, shall be applied according to the restitution, fines, statutory surcharges, court costs, and class and rehabilitation fees, drug and alcohol testing fees as ordered by the Court.
 - iii. Pay Only Probation. Offenders who are placed on probation sentences as outlined in O. C.G.A. 42-8-103 shall pay only three (3) months of probation fees regardless of the number of concurrent or consecutive cases. Fees and cases shall be terminated when paid in full unless the Court so modifies the sentence.
 - iv. Consecutive cases. Consecutive misdemeanor sentences shall be supervised in accordance with O.C.G.A. 42-8-103.1.
 - 1. Each payment, if said payment should be less than the amount specified by the probation officer on the initial first appointment, received from the probationer, excepting intensive testing, pay-only cases, and class and rehabilitative fees below, shall be split for the Court as payment for restitution, fine, statutory surcharges as seventy percent (70%) and the Contractor as payment for probation supervision fees, class and rehabilitative fees, drug and as thirty percent (30%).
 - 2. Payment for Intensive Drug and Alcohol Testing. For probationers ordered by the Court to intensive drug and alcohol testing, the probationer will be required to pay for the drug and alcohol testing as set in the schedule of fees as the tests are rendered. This payment shall be one payment not subject to the contractual split of payments. The Contractor shall make every effort to keep the probationer in compliance with normal monthly payments towards restitution, fine, and statutory surcharges.
 - 3. Payment for Class and Rehabilitative Fees. For probationers ordered by the Court to class and rehabilitative courses and required to pay them as set by the schedule of fees, the probationer will be required to pay for the class and rehabilitative courses as rendered and this payment shall a second payment not subject to the contractual split of payments. The Contractor shall make every effort to keep the probationer in compliance with normal monthly payments towards restitution, fine, and statutory surcharges.
 - 4. In no instance or under any circumstances will any court monies be moved or transferred from the Court's account to supervision fees without express permission and a corresponding order from the Court.

5. In no instance will any probation fees or drug and alcohol testing fees be collected by the Contractor in advance of the supervision services or drug and alcohol testing fees it provides.
- d. Community Service. Contractor shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. The court may convert fines, statutory surcharges, and probation supervision fees to community service on the same basis as it allows a defendant to pay a fine through community service as set forth in subsection (d) of O.C.G.A. 17-10-1. Contractor will maintain records of service participation.
 - i. Rate of Conversion. The current rate of community service conversion for fines, statutory surcharges, and probation supervision fees is \$10.00 per hour. The Court may amend this provision with an order from the Court. The minimum rate shall be Federal minimum wage or \$10.00 per hour, whichever is higher after this Agreement is signed.
 - ii. Location of Community Service. For probationers assigned to community service for court ordered hours or for conversion of fines, statutory surcharges, and supervision fees, the probation officer will instruct the probationer to complete said hours in Fayette County, Georgia. If a probationer is unable to comply, then the probation officer will require twenty (20) hours of community service to be done in Fayette County, Georgia and then may transfer the remaining hours to a local community service organization to the probationer, if approved by the probation supervising officer. In the event a probationer cannot travel to Fayette County, Georgia for community service obligations, then the probation supervising officer may request the Court a full transfer of community service obligations. The Court, in its discretion, may assent or refuse such requests.
 - e. Employment Assistance. Contractor shall prepare referrals and lend reasonable assistance to probationers to the extent ordered by the Court or to the extent available for probationers desiring employment assistance or counseling.
 - f. Drug and Alcohol Testing. Contractor shall not use drug and alcohol screening devices. Contractor shall use drug and alcohol tests. Contractor shall conduct drug and alcohol testing as determined necessary by the Court. The probationer shall be responsible for the costs of all drug and alcohol testing.
 - i. Intensive Drug and Alcohol Testing. For intensive testing as set by the Court, the probationer shall pay for drug and alcohol testing weekly as set by the schedule of fees.
 - g. Substance Abuse and Mental Health Evaluations and Rehabilitative Services. Contractor shall coordinate with local authorities and facilities for the evaluation and assessment of probationers for drug and alcohol rehabilitation services, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance.
 - h. Electronic Monitoring. Contractor when so ordered by the Court shall provide to the probationer a list of third party electronic monitoring or house arrest providers for the monitoring of said probationers.
 - i. Reports of Violations of Probation and Revocation Procedures. Contractor shall recommend revocation of probation whenever the probationers have failed substantially to comply with the terms and conditions of probation. The Court shall provide Contractor with direction of what constitutes a substantial failure to comply with probation terms and conditions. Contractor shall prepare probation violation

warrants, orders, and revocation hearings for submission to the Court. Contractor shall have probation officers available to testify at probation revocation hearings, sentencing hearings, and other such hearings as deemed reasonable and necessary by the Court. Minor violations of probation, although not cause for revocation, shall be included in regular reports made to the Court if requested under this Agreement. The Court shall provide Contractor direction as to what curative measures should be taken in the case of minor violations.

- i. The supervising probation officer will instruct the probationer how to comply with the Court's ruling in reference to sentencing or revocation of probation.
- j. Pre-sentence Investigations. When directed by the Court, Contractor shall conduct pre-sentence investigations for the Court as requested. A written report shall be prepared and delivered to the Court. A pre-sentence investigation shall include: 1) a report on the circumstances of the offense, 2) a social and family background examination, 3) a criminal history check through the Georgia Crime Information Center and the National Crime Information Center, and 4) a report of current circumstances and conditions of the defendant. The cost for pre-sentence investigations will be \$100 per report to be paid by the Court to the Contractor.
- k. The Contractor may recommend as set forth in O.C.G.A. 42-8-103.1. (a) & (b) to the Court early termination or non-reporting probation. A probationer will not be assessed probation supervision fees if such a request is granted by the Court.

Obligations of the Court or Governing Authority

In consideration for the services of Judicial Correction Services, the Contractor, the Fayette County Superior Court of Georgia, the Court, shall provide the following:

- G. For regular probation supervision according to the order of the Court, probationer shall pay a fee of \$45 per month.
- H. For intensive probation supervision according to the order of the Court, probationer shall pay a fee of \$60 per month.
- I. Contractor shall collect such probation fee for each month or portion of a month a probationer is under probation supervision. During the term of the Agreement and the Contractor's satisfactory performance, the Court shall refer all probationers to serve time on probation to the Contractor for purposes of probation supervision services.
- J. Probation Fee. The Court shall make payment of the probation fee as listed in this agreement a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court determines the probationer to be indigent. The Court shall not be liable for payment of any supervision fee or any program fee of a probationer.
- K. Pre-Sentencing Investigations. When ordered by the Court, Contractor shall provide a pre-sentence investigation report and Court shall pay to the Contractor \$100 for each report.
- L. Access to Criminal Histories. The Court shall assist the Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for Contractor to conduct pre-sentence investigations as may be requested.
- M. Notice of Court Sessions. The Court shall provide the Contractor notice of the current yearly schedule of court sessions by December 21st of the previous year. The Court shall provide the Contractor a general court calendar or notice of changes in the schedule of court sessions by 5 PM of the previous day.

- N. Court Facilities. The Court and the Clerk shall provide to the Contractor an area, as available, for the purpose of conducting initial interviews and orientation with the probationer on the day of sentencing.
- O. Period of Service. The services to be performed under this Contract shall commence on January 1, 2020. The initial term of this Contract shall be through December 31, 2020. This Contract shall terminate absolutely and without further obligation on the part of the County on December 31 of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract. This Contract may be automatically renewed on an annual basis for four (4) additional twelve-month terms, for a total lifetime Contract term of five (5) years, upon the same terms and conditions as provided for in this Contract, unless previously terminated. This Contract will terminate on December 31, 2024. The County shall have the option to renew the contract for five (5) additional one-year intervals provided that the service is satisfactory, both parties are willing to renew, and the renewal is approved with the written consent of the County. Either party may terminate this Agreement upon thirty (30) days written notice. The Court or the County may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of voluntary or involuntary case in bankruptcy. Within sixty (60) working days of termination, Contractor shall peacefully surrender to the Court all records and documents generated by the Contractor in connection with this Agreement and the services thereunder and any equipment or supplies assigned to the Contractor by the Court. Contractor shall turn over to the Clerk any monies collected or received less supervision fees validly incurred and duly owing to the Contractor through the termination date. Any restitution, fines, statutory surcharges, or court costs received by the Contractors from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk, other than fees earned by the Contractor. The Court shall provide the Contractor receipt for all property surrendered under this provision.

Indemnity, Insurance, and Bonding Obligations of Contractor

- P. Insurance and Bond. Upon registration application to operate a private probation entity, the Contractor must include written evidence of general liability insurance coverage of at least one million (\$1,000,000). This insurance must be maintained at all times while providing services.
- Q. Bonding. The Contractor shall include written evidence of bonding coverage of at least twenty-five thousand (\$25,000).
- R. Indemnification. Neither the Court nor the County shall be liable to the Contractor nor to anyone who may claim a right resulting from any relationship with Contractor, for any acts of the Contractor, its employees, agents, or participants in the performance of services conducted on the property of the County. Contractor shall indemnify and hold harmless the Court and County from any claims, demands, actions, proceedings, expenses, damages, liabilities, or losses (including but not limited to attorney's fees and court costs) and any causes of action arising from any acts or omissions arising out of or in connection with the services performed by the Contractor or its employees and agents under the terms of this Agreement.

Representations and Warranties of Contractor

- S. Deficiency in Service by Contractor. In the event that the Court and County determines that there are deficiencies in the services provided by the Contractor hereunder, the Court and the County may terminate this Agreement in accordance with item O or notify the Contractor in writing as to the exact nature of such deficiency. Within sixty (60) days of receipt of such notice,

the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the company fails to cure or take reasonable steps to cure the deficiencies to the Court and County satisfaction, then either may declare the Contractor in default and may terminate this Agreement.

- T. Time is of the Essence of this Agreement.
- U. Compliance with the Law. The Contractor shall comply with all federal, state, and local laws statutes, regulations, and ordinances arising out of or in connection with the performance of its services pursuant to this Agreement.
- V. Independent Contractor. Contractor is an independent contractor and is not an agent, joint venture, or other affiliate of the Court or County in any way. Contractor shall use its own employees and agents to perform this Agreement. It is agreed that the Contractor is solely responsible for all payment of federal, state, and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation thereof. The Contractor agrees to indemnify and hold harmless the Court and the County from and against any and all federal, state, or local tax liability or penalties that may arise from the payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or the County.
- W. Entire Agreement. This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by all parties to include the Court, the County, and the Contractor.
- X. Binding Agreement. This Contract shall be binding on any successor to the undersigned official of the County or Courts. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any City, State, or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.
- Y. Subcontractors. The Contractor may not delegate, assign, or subcontract any obligation, excepting drug and alcohol testing and electronic monitoring mentioned above, of the Contractor's performance under the Agreement and may not assign any right under this Agreement, in either case without the Court's approval. The Court has discretion in this regard and this discretion shall be absolute. Any notices made in accordance with this Agreement except as otherwise set out in item M, shall be in writing and shall be made in person, by registered mail, or certified mail, return receipt requested, to the Contractors.

In witness whereof, the parties here to have executed this agreement on the 28 day of December, 20 20.

With the approval and the consent of Christopher Edwards, Chief Judge of the Superior Court of Fayette County, Georgia

Christopher L. Edwards

Note: per staff attorney review, identified contract to 12.5 + contract
let RC

Chairman of the Fayette County Commission

[Signature]

Director or Designee of Judicial Correction Services, LLC

[Signature]

Exhibit A
Schedule of Fees

List of fees and the amount to be collected:

1. Probation Supervision Fee: \$45 per month
2. Intensive Probation Supervision Fee: \$60 per month
3. Start Up Fee: \$15 per case
4. Victim Impact Panel Class Fee: \$15
5. Me & My Driving Class: \$65
6. Restorative Justice: \$65
7. Anger Management: \$25 per book and \$200 total for the class
8. Moral Recognition Training: \$25 per book and \$200 total for the class
9. Family Violence Intervention Program: \$25 per book, \$25 per assessment, \$20 fee paid to Promise Place and \$20 fee paid to Georgia Commission on Family Violence, \$25 per class
10. 5 panel drug test: \$25 per test
11. ETG alcohol test: \$35 per test
12. Comprehensive test: \$75 per test
13. Test Retest: \$75 per retest
14. Confirmatory test by independent laboratory: \$40 per test
15. On Site Alcohol Test (Alcoholhawk): \$10.00 per test
16. On Site Laboratory Test and Confirmation: \$50.00 per test
17. Pre-trial diversion supervision: \$45 per month

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Acknowledgment of Sheriff Barry H. Babb's decision to accept five (5) vehicles from the City of Fayetteville.

Background/History/Details:

Some local law enforcement agencies, with the implementation of the Fayette County Sheriff's Office Regional Training, have agreed to donate vehicles for training at the Driver's Training Course. The following vehicles with Kelly Blue Book values listed have been donated by the City of Fayetteville (Fayetteville Police Department):

2017 Ford Explorer (Police) bearing VIN# 1FM5K8AR9HGC56552 valued at \$13,671.00.
2014 Dodge Charger (Police) bearing VIN# 2C3CDXAT3EH348319 valued at \$6,363.00.
2014 Dodge Charger (Police) bearing VIN# 2C3CDXAT9EH348311 valued at \$6,462.00.
2014 Dodge Charger (Police) bearing VIN# 2C3CDXAT1EH348304 valued at \$5,983.00.
2014 Dodge Charger (Police) bearing VIN# 2C3CDXATXEH348396 valued at \$6,924.00.

These vehicles are accepted by the Sheriff's Office for training and should be placed on the master asset list and insurance.

What action are you seeking from the Board of Commissioners?

Acceptance of Sheriff Babb's decision to accept five vehicles from the City of Fayetteville (Fayetteville Police Department).

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:

Georgia Certificate of Title

DISCLAIMER: DO NOT ACCEPT THIS TITLE WITHOUT THE SECURITY THREAD LOCATED APPROXIMATELY TWO INCHES FROM LEFT EDGE.

VEHICLE IDENTIFICATION NUMBER 1FM5K8AR9HGC56552	MAKE FORD	YEAR 2017	TYPE OF BODY MULTI-PURPOSE V	MODEL EXPLORER POLIC	CYL 6	DATE ISSUED 05/31/2017	
DATE VEHICLE PUR 04/13/2017	FUEL GASOLINE	NEW OR USED NEW	ODOMETER* 000010	PREVIOUS TITLE NBR / STATE OF ISSUE 778596171184112 /GA	NBR OF LIENS 1	COLOR BLK / BLK	CURRENT TITLE NUMBER 770249171463112

OWNER

CITY OF FAYETTEVILLE
240 GLYNN ST S
FAYETTEVILLE GA 30214-2040

* ODOMETER READING IS ACTUAL MILEAGE OF THE VEHICLE UNLESS OTHERWISE INDICATED BELOW.

MAIL TO:

TO

GEORGIA MUNICIPAL ASSOCIATION
PO BOX 105377
ATLANTA GA 30348

1ST LIEN OR SECURITY INTEREST

GEORGIA MUNICIPAL ASSOCIATION
PO BOX 105377
ATLANTA GA 30348

2ND LIEN OR SECURITY INTEREST

3RD LIEN OR SECURITY INTEREST

RELEASE OF LIEN OR SECURITY INTEREST

DATE OF RELEASE	SECURITY INTEREST HOLDER	AUTHORIZED AGENT
1ST LIEN 2/19/20	GMA	BY [Signature]
2ND LIEN		BY
3RD LIEN		BY



The Georgia Department of Revenue issued this title pursuant to the Motor Vehicle Certificate of Title Act and this title is subject to its provisions. The Department certifies that, on application duly made, the person named herein is registered as the lawful owner of the vehicle described subject to any liens or security interests set forth and such liens or security interests as may subsequently be filed with the Commissioner.

042476573

Lynette T. Riley FOR

46825206

THIS TITLE MUST BE TRANSFERRED IMMEDIATELY INTO THE NEW OWNER'S NAME. CAUTION: \$100 FINE OR 30 DAYS IMPRISONMENT FOR ACCEPTANCE OR DELIVERY OF EACH CERTIFICATE OF TITLE ASSIGNED IN BLANK. TAG REGISTRATION MUST BE TRANSFERRED WITHIN 30 DAYS OR OWNER WILL BE SUBJECT TO FINE OF UP TO \$100. NEW VEHICLES MUST BE REGISTERED WITHIN 30 DAYS OF THE DATE OF PURCHASE. YOU MUST COMPLETE ALL SPACES IN FULL. DO NOT USE RED INK. NOTICE: ANY ALTERATION VOIDS THIS TITLE.

ASSIGNMENT AND WARRANTY OF TITLE BY OWNER

TO BE COMPLETED BY SELLER and delivered with the vehicle to the purchaser. Effective July 1, 2008, an application for new Certificate of Title must be made by purchaser on title application form and filed within 30 days of date of purchase in order to avoid \$10.00 penalty. If the vehicle described hereon is junked or dismantled, this Certificate of Title must be returned to the Motor Vehicle Division within 72 hours. FEDERAL and State Law requires that you state the odometer reading in connection with transfer of ownership. Failure to complete ODOMETER STATEMENT OR providing a FALSE STATEMENT may result in fines and/or imprisonment. The undersigned hereby sells, assigns or transfers the vehicle described on the face of this certificate to:

ALL BLOCKS MUST BE COMPLETED ACCURATELY. SUBMIT SIGNED & NOTARIZED AFFIDAVITS EXPLAINING ANY ERRORS.

DO NOT ACCEPT TITLE SHOWING ANY ALTERATIONS, ERASURES OR IMITATIONS

NOTICE TO BUYER

PURCHASER'S LEGAL NAME		DATE OF SALE/TRANSFER
STREET OR R.F.D. NO.		1 / 1
CITY, STATE & ZIP CODE	COUNTY OF RESIDENCE	Any alteration or erasure of date of sale will result in a \$10.00 Penalty Fee.

I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

111,100
ODOMETER READING

NO TENTHS

*CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK

1. The odometer reading stated is in excess of its mechanical limits

2. The odometer reading is NOT the actual mileage.

WARNING: ODOMETER DISCREPANCY

I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW:

Transferor's (SELLER'S) Printed Name: CITY OF FAYETTEVILLE

Transferor's (SELLER'S) Signature: *[Signature]*

Transferee's (BUYER'S) Printed Name: _____

Transferee's (BUYER'S) Signature: _____

1st DEALER'S ASSIGNMENT

DEALER (COMPLETE ALL SPACES IN FULL) DO NOT USE RED INK I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW. We also warrant this Title and certify that the vehicle described herein has been transferred to the following:

Purchaser's Legal Name	Purchaser's Address	County of Residence
Dealer's Permanent ID Number or Dealer's Master Tag Number	Unauthorized use may lead to prosecution	Registered Dealer's Name

I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

ODOMETER READING

NO TENTHS

1. The odometer reading stated is in excess of its mechanical limits

2. The odometer reading is NOT the actual mileage.

WARNING: ODOMETER DISCREPANCY

Date of Sale/Transfer

1 / 1

Transferor's (SELLER'S) Printed Name: _____

Transferor's (SELLER'S) Signature: _____

Transferee's (BUYER'S) Printed Name: _____

Transferee's (BUYER'S) Signature: _____

Purchaser's Legal Name	Purchaser's Address	County of Residence
Dealer's Permanent ID Number or Dealer's Master Tag Number	Unauthorized use may lead to prosecution	Registered Dealer's Name

2nd DLR ASSIGNMENT

I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

ODOMETER READING

NO TENTHS

1. The odometer reading stated is in excess of its mechanical limits

2. The odometer reading is NOT the actual mileage.

WARNING: ODOMETER DISCREPANCY

Date of Sale/Transfer

1 / 1

Transferor's (SELLER'S) Printed Name: _____

Transferor's (SELLER'S) Signature: _____

Transferee's (BUYER'S) Printed Name: _____

Transferee's (BUYER'S) Signature: _____

Purchaser's Legal Name	Purchaser's Address	County of Residence
Dealer's Permanent ID Number or Dealer's Master Tag Number	Unauthorized use may lead to prosecution	Registered Dealer's Name

3rd DLR ASSIGNMENT

I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

ODOMETER READING

NO TENTHS

1. The odometer reading stated is in excess of its mechanical limits

2. The odometer reading is NOT the actual mileage.

WARNING: ODOMETER DISCREPANCY

Date of Sale/Transfer

1 / 1

Transferor's (SELLER'S) Printed Name: _____

Transferor's (SELLER'S) Signature: _____

Transferee's (BUYER'S) Printed Name: _____

Transferee's (BUYER'S) Signature: _____

LIEN

LIEN OR SECURITY INTEREST HOLDER TO BE RECORDED ON NEW TITLE
The lien/security interest holder must be shown on the title application

LIEN/SECURITY INTEREST HOLDER'S Name: _____

LIEN/SECURITY INTEREST HOLDER'S Address: _____

ATTN: DEALERS AND DISTRIBUTORS. Retain a copy of front and back of this document. Retention period: 3 Years.

REMOVE YOUR TAG FROM THIS VEHICLE WHEN YOU ASSIGN TITLE TO THIS VEHICLE TO A NEW OWNER. TAGS MUST BE TRANSFERRED OR PURCHASED WITHIN 30 DAYS OF THE PURCHASE DATE OF THE OWNER. WILL BE SUBJECT TO FINES UP TO \$100 BY LAW ENFORCEMENT FOR IMPROPER REGISTRATION.

Advertisement

My Car's Value

2017 Ford Explorer Limited Sport Utility 4D



4.2 ★ (356 Ratings) [Write a review](#)

 Save this car

Create a free account for quicker access to saved cars, recall alerts and more.



Recalls: **10 Recalls Found**
[Is my car affected?](#)



Repair Estimator: **See Pricing**
[What's a fair price?](#)



1 Your Options

Private Party

Instant Cash Offer

Trade-in

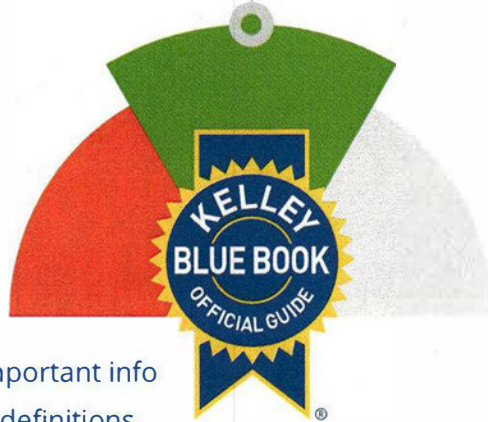
Donate Your Car

 Save this car



\$12,140 - \$15,201

Private Party Value
\$13,671



[i](#) Important info & definitions

Value valid as of **11/18/2024**

Factors That Impact Value

Check that yours are correct below.

Mileage: **111,100** [✎](#) ZIP Code: **30214** [📍](#)

Condition
Good [▼](#)

[Edit Options](#)

PRIVATE SELLER Exchange



Reach millions of buyers on Autotrader and KBB.com



Free vehicle history report



Secure transactions and financing



Verified buyers and sellers

Verified buyers get a clean title every time. Verified sellers get secure payment.

Georgia Certificate of Title

DISCLAIMER: DO NOT ACCEPT THIS TITLE WITHOUT THE SECURITY THREAD LOCATED APPROXIMATELY TWO INCHES FROM LEFT EDGE.

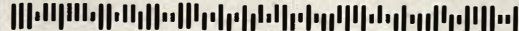
VEHICLE IDENTIFICATION NUMBER 2C3CDXAT3EH348319	MAKE DODGE	YEAR 2014	TYPE OF BODY 4 DOOR	MODEL CHARGER POLICE	CYL 8	DATE ISSUED 01/08/2015	
DATE VEHICLE PUR 11/24/2014	FUEL GASOLINE	NEW OR USED NEW	ODOMETER* 000010	PREVIOUS TITLE NBR / STATE OF ISSUE 779778143520112 /GA	NBR OF LIENS 1	COLOR BLK	CURRENT TITLE NUMBER 770533150058112

OWNER

CITY OF FAYETTEVILLE
760 JIMMIE MAYFIELD BLVD
FAYETTEVILLE GA 30215-2049

* ODOMETER READING IS ACTUAL MILEAGE OF THE VEHICLE UNLESS OTHERWISE INDICATED BELOW.

MAIL TO:



T11

GEORGIA MUNICIPAL ASSOCIATION
PO BOX 105377
ATLANTA GA 30348-5377

1ST LIEN OR SECURITY INTEREST

GEORGIA MUNICIPAL ASSOCIATION
PO BOX 105377
ATLANTA GA 30348-5377

2ND LIEN OR SECURITY INTEREST

3RD LIEN OR SECURITY INTEREST

RELEASE OF LIEN OR SECURITY INTEREST

DATE OF RELEASE	SECURITY INTEREST HOLDER	AUTHORIZED AGENT
9/14/2017	GMMA	Amanda Singer
2ND LIEN		BY
3RD LIEN		BY



The Georgia Department of Revenue issued this title pursuant to the Motor Vehicle Certificate of Title Act and this title is subject to its provisions. The Department certifies that on application duly made, the person named herein is registered as the lawful owner of the vehicle described subject to any liens or security interests set forth and such liens or security interests as may subsequently be filed with the Commissioner.

036648523

40516149

ASSIGNMENT AND WARRANTY OF TITLE BY OWNER

TO BE COMPLETED BY SELLER and delivered with the vehicle to the purchaser. Effective July 1, 2008, an application for new Certificate of Title must be made by purchaser on title application form and filed within 30 days of date of purchase in order to avoid \$10.00 penalty. If the vehicle described hereon is junked or dismantled, this Certificate of Title must be returned to the Motor Vehicle Division within 72 hours. FEDERAL and State Law requires that you state the odometer reading in connection with transfer of ownership. Failure to complete ODOMETER STATEMENT OR providing a FALSE STATEMENT may result in fines and/or imprisonment. The undersigned hereby sells, assigns or transfers the vehicle described on the face of this certificate to:

ALL BLOCKS MUST BE COMPLETED ACCURATELY. SUBMIT SIGNED & NOTARIZED AFFIDAVITS EXPLAINING ANY ERRORS.

DO NOT ACCEPT TITLE SHOWING ANY ALTERATIONS, ERASURES OR IMITATIONS

NOTICE TO BUYER

PURCHASER'S LEGAL NAME, STREET OR R.F.D. NO., CITY, STATE & ZIP CODE, COUNTY OF RESIDENCE, DATE OF SALE/TRANSFER, Any alteration or erasure of date of sale will result in a \$10.00 Penalty Fee.

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

103,781 ODOMETER READING NO TENTHS

*CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK

- 1. The odometer reading stated is in excess of its mechanical limits
2. The odometer reading is NOT the actual mileage.

WARNING: ODOMETER DISCREPANCY

I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW:

Transferor's (SELLER'S) Printed Name: CITY OF FAYETTEVILLE
Transferor's (SELLER'S) Signature: [Signature]

Transferee's (BUYER'S) Printed Name:
Transferee's (BUYER'S) Signature: [Signature]

1st DEALER'S ASSIGNMENT

I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW. We also warrant this Title and certify that the vehicle described herein has been transferred to the following:

Purchaser's Legal Name, Purchaser's Address, County of Residence, Dealer's Permanent ID Number or Dealer's Master Tag Number, Unauthorized use may lead to prosecution, Registered Dealer's Name

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

ODOMETER READING NO TENTHS

- 1. The odometer reading stated is in excess of its mechanical limits
2. The odometer reading is NOT the actual mileage.

WARNING: ODOMETER DISCREPANCY

Date of Sale/Transfer

Transferor's (SELLER'S) Printed Name, Transferor's (SELLER'S) Signature

Transferee's (BUYER'S) Printed Name, Transferee's (BUYER'S) Signature

2nd DLR. ASSIGNMENT

Purchaser's Legal Name, Purchaser's Address, County of Residence, Dealer's Permanent ID Number or Dealer's Master Tag Number, Unauthorized use may lead to prosecution, Registered Dealer's Name

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

ODOMETER READING NO TENTHS

- 1. The odometer reading stated is in excess of its mechanical limits
2. The odometer reading is NOT the actual mileage.

WARNING: ODOMETER DISCREPANCY

Date of Sale/Transfer

Transferor's (SELLER'S) Printed Name, Transferor's (SELLER'S) Signature

Transferee's (BUYER'S) Printed Name, Transferee's (BUYER'S) Signature

3rd DLR. ASSIGNMENT

Purchaser's Legal Name, Purchaser's Address, County of Residence, Dealer's Permanent ID Number or Dealer's Master Tag Number, Unauthorized use may lead to prosecution, Registered Dealer's Name

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

ODOMETER READING NO TENTHS

- 1. The odometer reading stated is in excess of its mechanical limits
2. The odometer reading is NOT the actual mileage.

WARNING: ODOMETER DISCREPANCY

Date of Sale/Transfer

Transferor's (SELLER'S) Printed Name, Transferor's (SELLER'S) Signature

Transferee's (BUYER'S) Printed Name, Transferee's (BUYER'S) Signature

LIEN

LIEN OR SECURITY INTEREST HOLDER TO BE RECORDED ON NEW TITLE

The lien/security interest holder must be shown on the title application

LIEN/SECURITY INTEREST HOLDER'S Name, LIEN/SECURITY INTEREST HOLDER'S Address

ATTN: DEALERS AND DISTRIBUTORS. Retain a copy of front and back of this document. Retention period: 3 Years.

NOTICE: ANY ALTERATION OR ERASURE VOIDS THIS TITLE

REMOVE YOUR TAG FROM THIS VEHICLE WHEN YOU ASSIGN TITLE TO THIS VEHICLE TO A NEW OWNER. TAGS MUST BE TRANSFERRED OR PURCHASED WITHIN 30 DAYS OF THE PURCHASE DATE OR THE OWNER WILL BE SUBJECT TO FINES UP TO \$100 BY LAW ENFORCEMENT FOR IMPROPER REGISTRATION.

Advertisement

My Car's Value **2014 Dodge Charger SXT Sedan 4D**



4.6 ★ (275 Ratings) [Write a review](#)

Save this car

Create a free account for quicker access to saved cars, recall alerts and more.



Recalls: **11 Recalls Found**
[Is my car affected?](#)



Repair Estimator: **See Pricing**
[What's a fair price?](#)



Options Next Steps

1 Your Options

Private Party

Instant Cash Offer

Trade-in

Donate Your Car

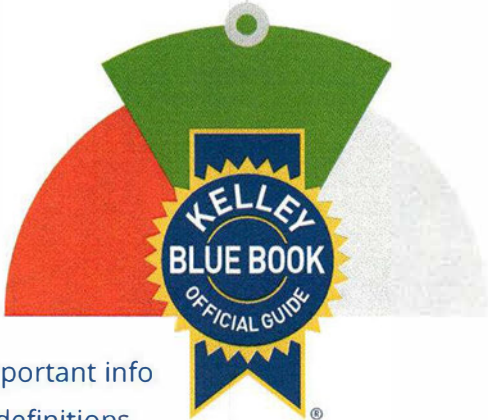
Save this car



Advertisement

Trade-in Range
\$5,399 - \$7,326

Trade-in Value
\$6,363



[i](#) Important info & definitions

Value valid as of **11/18/2024**

Factors That Impact Value

Check that yours are correct below.

Mileage: **103,781** [✎](#) ZIP Code: **30214** [📍](#)

Condition
 Good [v](#) [Edit Options](#)



Instant Cash Offer

[Instant Cash Offer Advantages](#) [🔗](#)

- Get your Instant Cash Offer online
- Redeem it at a Participating Dealer
- Get cash for your car or trade it in today

Get Offer

Georgia Certificate of Title

DISCLAIMER: DO NOT ACCEPT THIS TITLE WITHOUT THE SECURITY THREAD LOCATED APPROXIMATELY TWO INCHES FROM LEFT EDGE.

VEHICLE IDENTIFICATION NUMBER 2C3CDXAT9EH348311	MAKE DODGE	YEAR 2014	TYPE OF BODY 4 DOOR	MODEL CHARGER POLICE	CYL 8	DATE ISSUED 01/08/2015	
DATE VEHICLE PUR 11/24/2014	FUEL GASOLINE	NEW OR USED NEW	ODOMETER* 000010	PREVIOUS TITLE NBR / STATE OF ISSUE 779776143522112 /GA	NBR OF LIENS 1	COLOR BLK	CURRENT TITLE NUMBER 770531150050112

OWNER

CITY OF FAYETTEVILLE
760 JIMMIE MAYFIELD BLVD
FAYETTEVILLE GA 30215-2049

* ODOMETER READING IS ACTUAL MILEAGE OF THE VEHICLE UNLESS OTHERWISE INDICATED BELOW.

MAIL TO:

 T11
GEORGIA MUNICIPAL ASSOCIATION
PO BOX 105377
ATLANTA GA 30348-5377

1ST LIEN OR SECURITY INTEREST

GEORGIA MUNICIPAL ASSOCIATION
PO BOX 105377
ATLANTA GA 30348-5377

2ND LIEN OR SECURITY INTEREST

3RD LIEN OR SECURITY INTEREST

RELEASE OF LIEN OR SECURITY INTEREST

DATE OF RELEASE	SECURITY INTEREST HOLDER	AUTHORIZED AGENT
9/14/2014	GMA	By <i>Alonda Sneyd</i>
		BY
		BY
		BY

The Georgia Department of Revenue issued this title pursuant to the Motor Vehicle Certificate of Title Act and this title is subject to its provisions. The Department certifies that on application duly made, the person named herein is registered as the lawful owner of the vehicle described subject to any liens or security interests set forth and such liens or security interests as may subsequently be filed with the Commissioner.

036648520

Dragos MacDermid

40516152

ASSIGNMENT AND WARRANTY OF TITLE BY OWNER

TO BE COMPLETED BY SELLER and delivered with the vehicle to the purchaser. Effective July 1, 2008, an application for new Certificate of Title must be made by purchaser on title application form and filed within 30 days of date of purchase in order to avoid \$10.00 penalty. If the vehicle described hereon is junked or dismantled, this Certificate of Title must be returned to the Motor Vehicle Division within 72 hours. FEDERAL and State Law requires that you state the odometer reading in connection with transfer of ownership. Failure to complete ODOMETER STATEMENT OR providing a FALSE STATEMENT may result in fines and/or imprisonment. The undersigned hereby sells, assigns or transfers the vehicle described on the face of this certificate to:

ALL BLOCKS MUST BE COMPLETED ACCURATELY. SUBMIT SIGNED & NOTARIZED AFFIDAVITS EXPLAINING ANY ERRORS

DO NOT ACCEPT TITLE SHOWING ANY ALTERATIONS, ERASURES OR INITIATIONS
NOTICE TO BUYER

PURCHASER'S LEGAL NAME		DATE OF SALE/TRANSFER
STREET OR R.F.D. NO.		/ /
CITY, STATE & ZIP CODE		Any alteration or erasure of date of sale will result in a \$10.00 Penalty Fee.
COUNTY OF RESIDENCE		

I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

101,493
ODOMETER READING

NO TENTHS

*CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK

- 1. The odometer reading stated is in excess of its mechanical limits
- 2. The odometer reading is NOT the actual mileage.

WARNING: ODOMETER DISCREPANCY

I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW:

Transferor's (SELLER'S) Printed Name CITY OF FAYETTEVILLE	Transferee's (BUYER'S) Printed Name
Transferor's (SELLER'S) Signature Christina...	Transferee's (BUYER'S) Signature

ASSIGNMENT
1st DEAL

DEALER (COMPLETE ALL SPACES IN FULL) DO NOT USE RED INK
I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW. We also warrant this title and certify that the vehicle described herein has been transferred to the following:

Purchaser's Legal Name	Purchaser's Address	County of Residence
Dealer's Permanent ID Number or Dealer's Master Tag Number	Unauthorized use may lead to prosecution	Registered Dealer's Name

I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

ODOMETER READING

NO TENTHS

- 1. The odometer reading stated is in excess of its mechanical limits
- 2. The odometer reading is NOT the actual mileage.

WARNING: ODOMETER DISCREPANCY

Date of Sale/Transfer
/ /

Transferor's (SELLER'S) Printed Name	Transferee's (BUYER'S) Printed Name
Transferor's (SELLER'S) Signature	Transferee's (BUYER'S) Signature

ASSIGNMENT
2nd DLR

Purchaser's Legal Name, Address, County of Residence, Dealer's Permanent ID Number or Dealer's Master Tag Number, Unauthorized use may lead to prosecution, Registered Dealer's Name

I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

ODOMETER READING

NO TENTHS

- 1. The odometer reading stated is in excess of its mechanical limits
- 2. The odometer reading is NOT the actual mileage.

WARNING: ODOMETER DISCREPANCY

Date of Sale/Transfer
/ /

Transferor's (SELLER'S) Printed Name	Transferee's (BUYER'S) Printed Name
Transferor's (SELLER'S) Signature	Transferee's (BUYER'S) Signature

ASSIGNMENT
3rd DLR

Purchaser's Legal Name, Address, County of Residence, Dealer's Permanent ID Number or Dealer's Master Tag Number, Unauthorized use may lead to prosecution, Registered Dealer's Name

I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

ODOMETER READING

NO TENTHS

- 1. The odometer reading stated is in excess of its mechanical limits
- 2. The odometer reading is NOT the actual mileage.

WARNING: ODOMETER DISCREPANCY

Date of Sale/Transfer
/ /

Transferor's (SELLER'S) Printed Name	Transferee's (BUYER'S) Printed Name
Transferor's (SELLER'S) Signature	Transferee's (BUYER'S) Signature

LIEN OR SECURITY INTEREST HOLDER TO BE RECORDED ON NEW TITLE

The lien/security interest holder must be shown on the title application

LIEN/SECURITY INTEREST HOLDER'S Name
LIEN/SECURITY INTEREST HOLDER'S Address

ATTN: DEALERS AND DISTRIBUTORS. Retain a copy of front and back of this document. Retention period: 3 Years.

NOTICE: ANY ALTERATION OR ERASURE VOIDS THIS TITLE

LIEN

REMOVE YOUR TAG FROM THIS VEHICLE WHEN YOU ASSIGN TITLE TO THIS VEHICLE TO A NEW OWNER.
TAGS MUST BE TRANSFERRED OR PURCHASED WITHIN 30 DAYS OF THE PURCHASE DATE OR THE OWNER WILL BE SUBJECT TO FINES UP TO \$100 BY LAW ENFORCEMENT FOR IMPROPER REGISTRATION.

Advertisement

My Car's Value

2014 Dodge Charger SXT Sedan 4D



4.6 ★ (275 Ratings) [Write a review](#)

 Save this car

Create a free account for quicker access to saved cars, recall alerts and more.



Recalls: **11 Recalls Found**
[Is my car affected?](#)



Repair Estimator: **See Pricing**
[What's a fair price?](#)



Options Next Steps

1 Your Options

Private Party

Instant Cash Offer

Trade-in

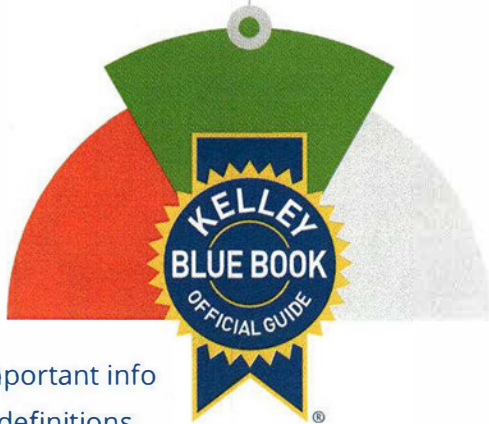
Donate Your Car

 Save this car



Advertisement

Trade-in Range
\$5,498 - \$7,425
Trade-in Value
\$6,462



[i](#) Important info & definitions

Value valid as of **11/18/2024**

Factors That Impact Value

Check that yours are correct below.

Mileage: **101,493** [✎](#) ZIP Code: **30214** [📍](#)

Condition **Good** [v](#) [Edit Options](#)



Instant Cash Offer

[Instant Cash Offer Advantages](#) [🔗](#)

- Get your Instant Cash Offer online
- Redeem it at a Participating Dealer
- Get cash for your car or trade it in today

Get Offer

Georgia Certificate of Title

DISCLAIMER: DO NOT ACCEPT THIS TITLE WITHOUT THE SECURITY THREAD LOCATED APPROXIMATELY TWO INCHES FROM LEFT EDGE.

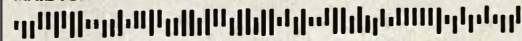
VEHICLE IDENTIFICATION NUMBER 2C3CDXAT1EH348304	MAKE DODGE	YEAR 2014	TYPE OF BODY 4 DOOR	MODEL CHARGER POLICE	CYL 8	DATE ISSUED 01/08/2015	
DATE VEHICLE PUR 11/24/2014	FUEL GASOLINE	NEW OR USED NEW	ODOMETER* 000010	PREVIOUS TITLE NBR / STATE OF ISSUE 779773143525112 /GA	NBR OF LIENS 1	COLOR BLK	CURRENT TITLE NUMBER 770529150054112

OWNER

CITY OF FAYETTEVILLE
760 JIMMIE MAYFIELD BLVD
FAYETTEVILLE GA 30215-2049

* ODOMETER READING IS ACTUAL MILEAGE OF THE VEHICLE UNLESS OTHERWISE INDICATED BELOW.

MAIL TO:

 T11
GEORGIA MUNICIPAL ASSOCIATION
PO BOX 105377
ATLANTA GA 30348-5377

1ST LIEN OR SECURITY INTEREST

GEORGIA MUNICIPAL ASSOCIATION
PO BOX 105377
ATLANTA GA 30348-5377

2ND LIEN OR SECURITY INTEREST

3RD LIEN OR SECURITY INTEREST

RELEASE OF LIEN OR SECURITY INTEREST

DATE OF RELEASE	SECURITY INTEREST HOLDER	AUTHORIZED AGENT
9/14/2017	GMMA	BY <i>Kanda Singh</i>
1ST LIEN		BY
2ND LIEN		BY
3RD LIEN		BY

The Georgia Department of Revenue issued this title pursuant to the Motor Vehicle Certificate of Title Act and this title is subject to its provisions. The Department certifies that on application duly made, the person named herein is registered as the lawful owner of the vehicle described subject to any liens or security interests set forth and such liens or security interests as may subsequently be filed with the Commissioner.

036648518

Draples / McDaniel



40516154

THIS TITLE MUST BE TRANSFERRED IMMEDIATELY INTO THE NEW OWNER'S NAME. CAUTION: \$100 FINE OR 30 DAYS IMPRISONMENT FOR ACCEPTANCE OR DELIVERY OF EACH CERTIFICATE OF TITLE ASSIGNED IN BLANK. TAG REGISTRATION MUST BE TRANSFERRED WITHIN 30 DAYS OR OWNER WILL BE SUBJECT TO FINE OF UP TO \$100. NEW VEHICLES MUST BE REGISTERED WITHIN 30 DAYS OF THE DATE OF PURCHASE. OWNER MUST COMPLETE ALL SPACES IN FULL. DO NOT USE RED INK. NOTICE: ANY ALTERATION VOIDS THIS TITLE.

ASSIGNMENT AND WARRANTY OF TITLE BY OWNER

TO BE COMPLETED BY SELLER and delivered with the vehicle to the purchaser. Effective July 1, 2008, an application for new Certificate of Title must be made by purchaser on title application form and filed within 30 days of date of purchase in order to avoid \$10.00 penalty. If the vehicle described hereon is junked or dismantled, this Certificate of Title must be returned to the Motor Vehicle Division within 72 hours. FEDERAL and State Law requires that you state the odometer reading in connection with transfer of ownership. Failure to complete ODOMETER STATEMENT OR providing a FALSE STATEMENT may result in fines and/or imprisonment. The undersigned hereby sells, assigns or transfers the vehicle described on the face of this certificate to:

ALL BLOCKS MUST BE COMPLETED ACCURATELY. SUBMIT SIGNED & NOTARIZED AFFIDAVITS EXPLAINING ANY ERRORS.

NOTICE TO BUYER
DO NOT ACCEPT TITLE SHOWING ANY ALTERATIONS, REASURES OR IMITATIONS

REMOVE YOUR TAG FROM THIS VEHICLE WHEN YOU ASSIGN TITLE TO THIS VEHICLE TO A NEW OWNER.

PURCHASER'S LEGAL NAME		DATE OF SALE/TRANSFER
STREET OR R.F.D. NO.		Any alteration or erasure of date of sale will result in a \$10.00 Penalty Fee.
CITY, STATE & ZIP CODE		
COUNTY OF RESIDENCE		

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

111,362
ODOMETER READING

NO TENTHS

*CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK

- 1. The odometer reading stated is in excess of its mechanical limits
- 2. The odometer reading is NOT the actual mileage.

WARNING: ODOMETER DISCREPANCY

I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW:

Transferor's (SELLER'S) Printed Name: CITY OF FAYETTEVILLE

Transferor's (SELLER'S) Signature: [Signature]

Transferee's (BUYER'S) Printed Name: _____

Transferee's (BUYER'S) Signature: X

1st DEALER'S ASSIGNMENT

I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW. We also warrant this Title and certify that the vehicle described herein has been transferred to the following:

Purchaser's Legal Name	Purchaser's Address	County of Residence
Dealer's Permanent ID Number or Dealer's Master Tag Number	Unauthorized use may lead to prosecution	Registered Dealer's Name

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

ODOMETER READING

NO TENTHS

- 1. The odometer reading stated is in excess of its mechanical limits
- 2. The odometer reading is NOT the actual mileage.

WARNING: ODOMETER DISCREPANCY

Date of Sale/Transfer: / /

Transferor's (SELLER'S) Printed Name: _____

Transferor's (SELLER'S) Signature: X

Transferee's (BUYER'S) Printed Name: _____

Transferee's (BUYER'S) Signature: X

2nd DLR. ASSIGNMENT

Purchaser's Legal Name	Purchaser's Address	County of Residence
Dealer's Permanent ID Number or Dealer's Master Tag Number	Unauthorized use may lead to prosecution	Registered Dealer's Name

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

ODOMETER READING

NO TENTHS

- 1. The odometer reading stated is in excess of its mechanical limits
- 2. The odometer reading is NOT the actual mileage.

WARNING: ODOMETER DISCREPANCY

Date of Sale/Transfer: / /

Transferor's (SELLER'S) Printed Name: _____

Transferor's (SELLER'S) Signature: X

Transferee's (BUYER'S) Printed Name: _____

Transferee's (BUYER'S) Signature: X

3rd DLR. ASSIGNMENT

Purchaser's Legal Name	Purchaser's Address	County of Residence
Dealer's Permanent ID Number or Dealer's Master Tag Number	Unauthorized use may lead to prosecution	Registered Dealer's Name

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

ODOMETER READING

NO TENTHS

- 1. The odometer reading stated is in excess of its mechanical limits
- 2. The odometer reading is NOT the actual mileage.

WARNING: ODOMETER DISCREPANCY

Date of Sale/Transfer: / /

Transferor's (SELLER'S) Printed Name: _____

Transferor's (SELLER'S) Signature: X

Transferee's (BUYER'S) Printed Name: _____

Transferee's (BUYER'S) Signature: X

LIEN

LIEN OR SECURITY INTEREST HOLDER TO BE RECORDED ON NEW TITLE

The lien/security interest holder must be shown on the title application

LIEN/SECURITY INTEREST HOLDER'S Name
LIEN/SECURITY INTEREST HOLDER'S Address

ATTN: DEALERS AND DISTRIBUTORS. Retain a copy of front and back of this document. Retention period: 3 Years.

NOTICE: ANY ALTERATION OR ERASURE VOIDS THIS TITLE

TAGS MUST BE TRANSFERRED OR PURCHASED WITHIN 30 DAYS OF THE PURCHASE DATE OR THE OWNER SHALL BE CIVILLY FINED UP TO \$100 PER DAY. AN ENFORCEMENT FEE INCREASED REGISTRATION

Advertisement

My Car's Value

2014 Dodge Charger SXT Sedan 4D



4.6 ★ (275 Ratings) [Write a review](#)

Save this car

Create a free account for quicker access to saved cars, recall alerts and more.



Recalls: **11 Recalls Found**
[Is my car affected?](#)



Repair Estimator: **See Pricing**
[What's a fair price?](#)



1 Your Options

Private Party

Instant Cash Offer

Trade-in

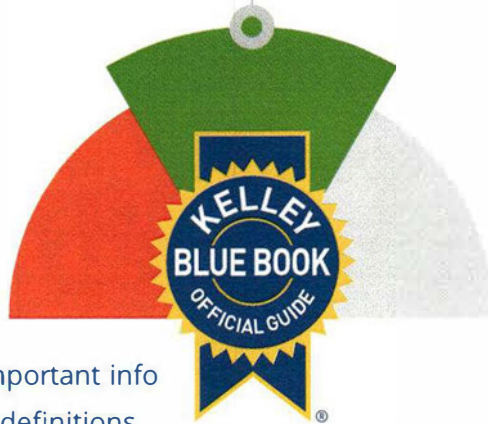
Donate Your Car

Save this car



\$5,019 - \$6,946

Trade-in Value
\$5,983



[i](#) Important info
& definitions

Value valid as of **11/18/2024**

Factors That Impact Value

Check that yours are correct below.

Mileage: **111,362** [✎](#) ZIP Code: **30214** [📍](#)

Condition
Good



[Edit Options](#)



Instant Cash Offer

[Instant Cash Offer Advantages](#) [🔗](#)

- Get your Instant Cash Offer online
- Redeem it at a Participating Dealer
- Get cash for your car or trade it in today

Get Offer

Georgia Certificate of Title

DISCLAIMER: DO NOT ACCEPT THIS TITLE WITHOUT THE SECURITY THREAD LOCATED APPROXIMATELY TWO INCHES FROM LEFT EDGE.

VEHICLE IDENTIFICATION NUMBER 2C3CDXATXEH348396	MAKE DODGE	YEAR 2014	TYPE OF BODY 4 DOOR	MODEL CHARGER POLICE	CYL 8	DATE ISSUED 01/08/2015	
DATE VEHICLE PUR 11/24/2014	FUEL GASOLINE	NEW OR USED NEW	ODOMETER* 000010	PREVIOUS TITLE NBR / STATE OF ISSUE 779785143521112 /GA	NBR OF LIENS 1	COLOR WHI	CURRENT TITLE NUMBER 770537150054112

* ODOMETER READING IS ACTUAL MILEAGE OF THE VEHICLE UNLESS OTHERWISE INDICATED BELOW.

OWNER

CITY OF FAYETTEVILLE
760 JIMMIE MAYFIELD BLVD
FAYETTEVILLE GA 30215-2049

MAIL TO:

 T11
GEORGIA MUNICIPAL ASSOCIATION
PO BOX 105377
ATLANTA GA 30348-5377

1ST LIEN OR SECURITY INTEREST

GEORGIA MUNICIPAL ASSOCIATION
~~PO BOX 105377~~
ATLANTA GA 30348-5377

2ND LIEN OR SECURITY INTEREST

3RD LIEN OR SECURITY INTEREST

RELEASE OF LIEN OR SECURITY INTEREST

DATE OF RELEASE	SECURITY INTEREST HOLDER	AUTHORIZED AGENT
9/14/2017	GMA	BY <i>[Signature]</i>
2ND LIEN		BY
3RD LIEN		BY

The Georgia Department of Revenue issued this title pursuant to the Motor Vehicle Certificate of Title Act and this title is subject to its provisions. The Department certifies that on application duly made, the person named herein is registered as the lawful owner of the vehicle described subject to any liens or security interests set forth and such liens or security interests as may subsequently be filed with the Commissioner.

036648525

[Signature]

4051614?

ASSIGNMENT AND WARRANTY OF TITLE BY OWNER

TO BE COMPLETED BY SELLER and delivered with the vehicle to the purchaser. Effective July 1, 2008, an application for new Certificate of Title must be made by purchaser on title application form and filed within 30 days of date of purchase in order to avoid \$10.00 penalty. If the vehicle described hereon is junked or dismantled, this Certificate of Title must be returned to the Motor Vehicle Division within 72 hours. FEDERAL and State Law requires that you state the odometer reading in connection with transfer of ownership. Failure to complete ODOMETER STATEMENT OR providing FALSE STATEMENT may result in fines and/or imprisonment. The undersigned hereby sells, assigns or transfers the vehicle described on the face of this certificate to:

ALL BLOCKS MUST BE COMPLETED ACCURATELY. SUBMIT SIGNED & NOTARIZED AFFIDAVITS EXPLAINING ANY ERRORS.

DO NOT ACCEPT TITLE SHOWING ANY ALTERATIONS, ERASURES OR IMITATIONS

NOTICE TO BUYER

PURCHASER'S LEGAL NAME		DATE OF SALE/TRANSFER
STREET OR R.F.D. NO.		Any alteration or erasure of date of sale will result in a \$10.00 Penalty Fee.
CITY, STATE & ZIP CODE		
COUNTY OF RESIDENCE		
I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.		
ODOMETER READING: <u>91,564</u> <input type="checkbox"/> NO TENTHS	*CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK <input type="checkbox"/> 1. The odometer reading stated is in excess of its mechanical limits <input type="checkbox"/> 2. The odometer reading is NOT the actual mileage.	WARNING: ODOMETER DISCREPANCY
I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW:		
Transferor's (SELLER'S) Printed Name: <u>CITY OF FAYETTEVILLE</u>	Transferee's (BUYER'S) Printed Name	
Transferor's (SELLER'S) Signature: <u>[Signature]</u>	Transferee's (BUYER'S) Signature: <u>[Signature]</u>	

1st DEALER'S ASSIGNMENT

DEALER (COMPLETE ALL SPACES IN FULL) DO NOT USE RED INK		
I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW. We also warrant this Title and certify that the vehicle described herein has been transferred to the following:		
Purchaser's Legal Name	Purchaser's Address	County of Residence
Dealer's Permanent ID Number or Dealer's Master Tag Number	Unauthorized use may lead to prosecution	Registered Dealer's Name
I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.		
ODOMETER READING: <u>[Blank]</u> <input type="checkbox"/> NO TENTHS	<input type="checkbox"/> 1. The odometer reading stated is in excess of its mechanical limits <input type="checkbox"/> 2. The odometer reading is NOT the actual mileage.	WARNING: ODOMETER DISCREPANCY
Transferor's (SELLER'S) Printed Name	Transferee's (BUYER'S) Printed Name	
Transferor's (SELLER'S) Signature: <u>[Signature]</u>	Transferee's (BUYER'S) Signature: <u>[Signature]</u>	
Purchaser's Legal Name	Purchaser's Address	County of Residence
Dealer's Permanent ID Number or Dealer's Master Tag Number	Unauthorized use may lead to prosecution	Registered Dealer's Name

2nd D.L.R. ASSIGNMENT

I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW. We also warrant this Title and certify that the vehicle described herein has been transferred to the following:		
Purchaser's Legal Name	Purchaser's Address	County of Residence
Dealer's Permanent ID Number or Dealer's Master Tag Number	Unauthorized use may lead to prosecution	Registered Dealer's Name
I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.		
ODOMETER READING: <u>[Blank]</u> <input type="checkbox"/> NO TENTHS	<input type="checkbox"/> 1. The odometer reading stated is in excess of its mechanical limits <input type="checkbox"/> 2. The odometer reading is NOT the actual mileage.	WARNING: ODOMETER DISCREPANCY
Transferor's (SELLER'S) Printed Name	Transferee's (BUYER'S) Printed Name	
Transferor's (SELLER'S) Signature: <u>[Signature]</u>	Transferee's (BUYER'S) Signature: <u>[Signature]</u>	
Purchaser's Legal Name	Purchaser's Address	County of Residence
Dealer's Permanent ID Number or Dealer's Master Tag Number	Unauthorized use may lead to prosecution	Registered Dealer's Name

3rd D.L.R. ASSIGNMENT

I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW. We also warrant this Title and certify that the vehicle described herein has been transferred to the following:		
Purchaser's Legal Name	Purchaser's Address	County of Residence
Dealer's Permanent ID Number or Dealer's Master Tag Number	Unauthorized use may lead to prosecution	Registered Dealer's Name
I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.		
ODOMETER READING: <u>[Blank]</u> <input type="checkbox"/> NO TENTHS	<input type="checkbox"/> 1. The odometer reading stated is in excess of its mechanical limits <input type="checkbox"/> 2. The odometer reading is NOT the actual mileage.	WARNING: ODOMETER DISCREPANCY
Transferor's (SELLER'S) Printed Name	Transferee's (BUYER'S) Printed Name	
Transferor's (SELLER'S) Signature: <u>[Signature]</u>	Transferee's (BUYER'S) Signature: <u>[Signature]</u>	
Purchaser's Legal Name	Purchaser's Address	County of Residence
Dealer's Permanent ID Number or Dealer's Master Tag Number	Unauthorized use may lead to prosecution	Registered Dealer's Name

LIEN OR SECURITY INTEREST HOLDER TO BE RECORDED ON NEW TITLE

The lien/security interest holder must be shown on the title application

LIEN/SECURITY INTEREST HOLDER'S Name	
LIEN/SECURITY INTEREST HOLDER'S Address	

ATTN: DEALERS AND DISTRIBUTORS. Retain a copy of front and back of this document. Retention period: 3 Years.

NOTICE: ANY ALTERATION OR ERASURE VOIDS THIS TITLE

REMOVE YOUR TAG FROM THIS VEHICLE WHEN YOU ASSIGN TITLE TO THIS VEHICLE TO A NEW OWNER. TAGS MUST BE TRANSFERRED OR PURCHASED WITHIN 30 DAYS OF THE PURCHASE DATE OR THE OWNER WILL BE SUBJECT TO FINES UP TO \$100 BY

Advertisement

My Car's Value
2014 Dodge Charger SXT Sedan 4D



4.6 ★ (275 Ratings) Write a review

Save this car

Create a free account for quicker access to saved cars, recall alerts and more.



Recalls: **11 Recalls Found**
Is my car affected?



Repair Estimator: **See Pricing**
What's a fair price?



Options Next Steps

1 Your Options

Private Party

Instant Cash Offer

Trade-in

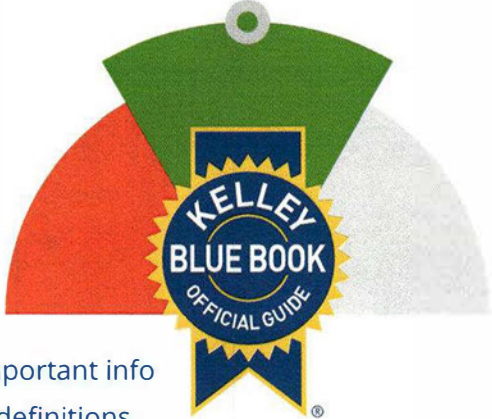
Donate Your Car

Save this car



Advertisement

Trade-in Range
\$5,960 - \$7,887
 Trade-in Value
\$6,924



[i](#) Important info & definitions

Value valid as of **11/18/2024**

Factors That Impact Value

Check that yours are correct below.

Mileage: **91,564** [✎](#) ZIP Code: **30214** [📍](#)

Condition
 Good [▼](#) [Edit Options](#)



Instant Cash Offer

[Instant Cash Offer Advantages](#) [📄](#)

- Get your Instant Cash Offer online
- Redeem it at a Participating Dealer
- Get cash for your car or trade it in today

Get Offer

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Acceptance of a Subgrant Agreement with the Atlanta Regional Commission (ARC) for an update to the Fayette County 2019 Comprehensive Transportation Plan (CTP) and a grant of \$192,000.

Background/History/Details:

The ARC offers assistance to Counties within the Atlanta region for preparing and updating Comprehensive Transportation Plans (CTP). These are essential documents for transportation projects to be eligible for federal funding. In addition, the CTPs are the primary tools for identifying and prioritizing local transportation needs.

Fayette County's most recent CTP is dated November 2019. They are typically updated every four to six years. Attached as back-up is the Subgrant Agreement which includes the scope of work and the budget estimate. Major project tasks are: 1) Project Management; 2) Engagement; 3) Discovery, Data Collection, and Baseline Conditions; 4) Traffic Modeling; and 5) Recommendations. Minor changes to the scope can be made during the procurement process for the consultant team as long as ARC's required deliverables are satisfied.

This update will focus on the north central part of Fayette County and the recent large developments in that area.

The project's budget is \$240,000 with \$192,000 (80%) Federal and \$ 48,000 (20%) local.

What action are you seeking from the Board of Commissioners?

Acceptance of a Subgrant Agreement with the Atlanta Regional Commission (ARC) for an update to the Fayette County 2019 Comprehensive Transportation Plan (CTP) and a grant of \$192,000.

If this item requires funding, please describe:

The project has a budget of \$240,000 of which Fayette County is responsible for 20% (\$48,000). The local match is available from the 2017 SPLOST (17TAK).

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:

SUBGRANT AGREEMENT

THIS AGREEMENT, entered into as of this ____ day of _____, 202__, 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 set.) 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 indicting 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:

FAYETTE COUNTY

By: _____

Title: _____

ATTEST:

ATLANTA REGIONAL COMMISSION

ARC Assistant Secretary

By: _____

Executive Director

By: _____

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 (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 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 touchpoints¹ 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

¹ 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 (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)*

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

Task	Description	Budget
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>
	Total	\$ 240,000

ARC Share (80%)	\$192,000
Local Share (20%)	\$48,000
Total	\$240,000

* 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.

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval to accept the right-of-way dedication of 1.115 acres along Kenwood Road and Longview Road as shown in the Limited Warranty Deed dated September 5, 2024, recorded in Deed Book 5757, Pages 635-639, per Fayette County Rezoning Resolution No. 1344-24.

Background/History/Details:

The applicant, Stephen Willoughby Homes, LLC, is seeking to develop rezoned parcel number 0550 061 on the corner of Kenwood Road and Longview Road.

To satisfy the conditional rezoning of parcel number 0550 061, the applicant had a Limited Warranty Deed recorded showing 1.115 acres of right of way dedicated to Fayette County. This right-of-way is 40 feet from the centerline of Longview Road and an additional 10 feet of right of way along Kenwood Road.

What action are you seeking from the Board of Commissioners?

Approval to accept the right-of-way dedication of 1.115 acres along Kenwood Road and Longview Road as shown in the Limited Warranty Deed dated September 5, 2024, recorded in Deed Book 5757, Pages 635-639, per Fayette County Rezoning Resolution No. 1344-24.

If this item requires funding, please describe:

No funding is required.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Return to:
Kellie Lambert
Lindsey & Lacy, PC
200 Westpark Dr Ste 280
Peachtree City, GA 30269

Parcel No. 0550 061

State of Georgia
County of Fayette

Cross Reference: Limited Warranty Deed at Book 5656 Pages 719-720

**LIMITED WARRANTY DEED
(Draw Deed Only)**

State of Georgia
County of Fayette

THIS INDENTURE made the 5 day of September, 2024, between **STEPHEN WILLOUGHBY HOMES, LLC**, as party or parties of the first part, hereinafter called Grantor, and **FAYETTE COUNTY, GEORGIA**, 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 GOOD AND VALUABLE CONSIDERATION AND TEN AND 00/100 DOLLARS (\$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, align, convey, and confirm unto the said Grantee,

See attached Exhibit "A:

Currently known as: **434 Kenwood Road, Fayetteville, GA 30214**
Map ID #: **0550 061**

TO HAVE AND TO HOLD the property, together with all and singular the rights, members, and appurtenances thereof, to the same belonging or in any way appertaining, to the only proper use and benefit of grantee in fee simple.

Grantor will warrant and forever defend the right and title to the tract or parcel of land described above to the grantee against the claims of all persons claiming by, through or under grantor, and not otherwise.

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

Signed, sealed, and delivered
in the presence of:

GRANTOR:
STEPHEN WILLOUGHBY HOMES, LLC

Sofya Pushkarstaya
Unofficial Witness

Fatimah Willoughby
FATIMAH WILLOUGHBY, Manager

Julie E Moody
Notary Public

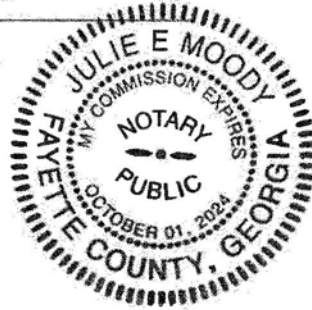


EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND IN LAND LOT 230 OF THE 5 TH DISTRICT OF FAYETTE COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE SOUTH R/W OF KENWOOD ROAD (80' R/W) AND THE WEST R/W OF LONGVIEW DRIVE (40' R/W) INTERSECT AND BEING THE TRUE POINT OF BEGINNING; THENCE RUNNING S 16 38 41 W A DISTANCE OF 152.42' ALONG THE R/W OF LONGVIEW DRIVE TO A POINT; THENCE CURVING TO THE LEFT ALONG SAID R/W AN ARC DISTANCE OF 116.36' SUBTENDED BY A CHORD BEARING OF S 08 08 30 W A CHORD DISTANCE OF 115.93' AND HAVING A RADIUS OF 392.03' TO A POINT; THENCE RUNNING S 00 52 09 E A DISTANCE OF 128.15' ALONG SAID R/W TO A POINT; THENCE RUNNING S 03 07 13 E A DISTANCE OF 345.20' ALONG SAID R/W TO A POINT; THENCE CURVING TO THE RIGHT ALONG SAID R/W AN ARC DISTANCE OF 114.01' SUBTENDED BY A CHORD BEARING OF S 00 37 22 W A CHORD DISTANCE OF 113.93' AND HAVING A RADIUS OF 902.39' TO A POINT; THENCE CURVING TO THE RIGHT ALONG SAID R/W AN ARC DISTANCE OF 66.81' SUBTENDED BY A CHORD BEARING OF S 13 17 18 W A CHORD DISTANCE OF 66.40' AND HAVING A RADIUS OF 174.41' TO A POINT; THENCE CURVING TO THE RIGHT ALONG SAID R/W AN ARC DISTANCE OF 75.72' SUBTENDED BY A CHORD BEARING OF S 18 52 11 W A CHORD DISTANCE OF 75.72' AND HAVING A RADIUS OF 4249.96' TO A POINT; THENCE RUNNING S 20 06 35 W A DISTANCE OF 77.92' ALONG SAID R/W TO A POINT; THENCE RUNNING S 21 00 24 W A DISTANCE OF 381.22' ALONG SAID R/W TO A POINT; THENCE CURVING TO THE LEFT ALONG SAID R/W AN ARC DISTANCE OF 261.18' SUBTENDED BY A CHORD BEARING OF S 12 51 56 W A CHORD DISTANCE OF 260.28' AND HAVING A RADIUS OF 904.78' TO A POINT; THENCE CURVING TO THE LEFT ALONG SAID R/W AN ARC DISTANCE OF 182.25' SUBTENDED BY A CHORD BEARING OF S 09 37 31 E A CHORD DISTANCE OF 180.00' AND HAVING A RADIUS OF 334.06' TO A POINT; THENCE LEAVING SAID R/W AND BEGINNING PROPOSED R/W AND RUNNING N 87 56 30 W A DISTANCE OF 22.34' TO A POINT; THENCE CURVING TO THE RIGHT ALONG SAID R/W AN ARC DISTANCE OF 182.66' SUBTENDED BY A CHORD BEARING OF N 08 48 56 W A CHORD DISTANCE OF 180.64' AND HAVING A RADIUS OF 354.06' TO A POINT; THENCE CURVING TO THE RIGHT ALONG SAID R/W AN ARC DISTANCE OF 266.69' SUBTENDED BY A CHORD BEARING OF N 12 52 21 E A CHORD DISTANCE OF 265.77' AND HAVING A RADIUS OF 924.78' TO A POINT; THENCE RUNNING N 21 00 24 E A DISTANCE OF 381.04' ALONG SAID R/W TO A POINT; THENCE RUNNING N 20 06 35 E A DISTANCE OF 77.63' ALONG SAID R/W TO A POINT; THENCE CURVING TO THE LEFT ALONG SAID R/W AN ARC DISTANCE OF 76.30' SUBTENDED BY A CHORD BEARING OF N 18 51 42 E A CHORD DISTANCE OF 76.30' AND HAVING A RADIUS OF

4229.96' TO A POINT; THENCE CURVING TO THE LEFT ALONG SAID R/W AN ARC DISTANCE OF 60.48' SUBTENDED BY A CHORD BEARING OF N 13 24 47 E A CHORD DISTANCE OF 60.09' AND HAVING A RADIUS OF 154.41' TO A POINT; THENCE CURVING TO THE LEFT ALONG SAID R/W AN ARC DISTANCE OF 111.80' SUBTENDED BY A CHORD BEARING OF N 00 38 04 E A CHORD DISTANCE OF 111.73' AND HAVING A RADIUS OF 882.39' TO A POINT; THENCE RUNNING N 03 07 13 W A DISTANCE OF 345.57' ALONG SAID R/W TO A POINT; THENCE RUNNING N 00 52 09 W A DISTANCE OF 128.63' ALONG SAID R/W TO A POINT; THENCE CURVING TO THE RIGHT ALONG SAID R/W AN ARC DISTANCE OF 122.39' SUBTENDED BY A CHORD BEARING OF N 08 08 08 E A CHORD DISTANCE OF 121.94' AND HAVING A RADIUS OF 412.03' TO A POINT; THENCE RUNNING N 16 38 41 E A DISTANCE OF 140.41' ALONG SAID R/W TO A POINT; THENCE CURVING TO THE RIGHT ALONG SAID R/W AN ARC DISTANCE OF 141.37' SUBTENDED BY A CHORD BEARING OF N 73 25 39 W A CHORD DISTANCE OF 141.21' AND HAVING A RADIUS OF 841.16' TO A POINT; THENCE CURVING TO THE RIGHT ALONG SAID R/W AN ARC DISTANCE OF 226.34' SUBTENDED BY A CHORD BEARING OF N 59 30 34 W A CHORD DISTANCE OF 225.84' AND HAVING A RADIUS OF 976.90' TO A POINT; THENCE RUNNING N 52 33 24 W A DISTANCE OF 164.95' ALONG SAID R/W TO A POINT; THENCE CURVING TO THE LEFT ALONG SAID R/W AN ARC DISTANCE OF 196.17' SUBTENDED BY A CHORD BEARING OF N 55 51 42 W A CHORD DISTANCE OF 196.03' AND HAVING A RADIUS OF 1497.65' TO A POINT; THENCE CURVING TO THE LEFT ALONG SAID R/W AN ARC DISTANCE OF 106.21' SUBTENDED BY A CHORD BEARING OF N 64 50 28 W A CHORD DISTANCE OF 106.12' AND HAVING A RADIUS OF 749.35' TO A POINT; THENCE CURVING TO THE LEFT ALONG SAID R/W AN ARC DISTANCE OF 216.60' SUBTENDED BY A CHORD BEARING OF N 75 22 55 W A CHORD DISTANCE OF 216.21' AND HAVING A RADIUS OF 1047.72' TO A POINT; THENCE RUNNING N 00 50 21 E A DISTANCE OF 10.09' TO THE EXISTING R/W OF KENWOOD ROAD TO A POINT; THENCE CURVING TO THE RIGHT ALONG SAID R/W AN ARC DISTANCE OF 220.10' SUBTENDED BY A CHORD BEARING OF S 75 25 04 E A CHORD DISTANCE OF 219.70' AND HAVING A RADIUS OF 1057.72' TO A POINT; THENCE CURVING TO THE RIGHT ALONG SAID R/W AN ARC DISTANCE OF 107.78' SUBTENDED BY A CHORD BEARING OF S 64 50 21 E A CHORD DISTANCE OF 107.69' AND HAVING A RADIUS OF 759.35' TO A POINT; THENCE CURVING TO THE RIGHT ALONG SAID R/W AN ARC DISTANCE OF 197.55' SUBTENDED BY A CHORD BEARING OF S 55 51 52 E A CHORD DISTANCE OF 197.41' AND HAVING A RADIUS OF 1507.65' TO A POINT; THENCE RUNNING S 52 33 24 E A DISTANCE OF 164.88' ALONG SAID R/W TO A POINT; THENCE CURVING TO THE LEFT ALONG SAID R/W AN ARC DISTANCE OF 223.78' SUBTENDED BY A CHORD BEARING OF S 59 30 14 E A CHORD DISTANCE OF 223.29' AND HAVING A RADIUS OF 966.90' TO A POINT; THENCE CURVING TO THE LEFT ALONG SAID R/W AN ARC DISTANCE OF 160.43' SUBTENDED BY A CHORD BEARING OF S 74 09 25

E A CHORD DISTANCE OF 160.18' AND HAVING A RADIUS OF 831.16' TO
THE TRUE POINT OF BEGINNING;

SAID TRACT CONTAINS 1.115 ACRES

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval to accept the right of way dedication known as "10' Right-of-Way Dedication #1 0.10 AC" and "10' Right-of-Way dedication #2 0.19 AC" as per the Final Plat of Mill Farms recorded in Plat Book 102, Pages 4-11 and the Deed of Right of Way dated October 3, 2024, recorded in Deed Book 5770, Pages 5-6, per Fayette County Code requirements.

Background/History/Details:

The applicant, Redwine Road Development LLC, created a new subdivision on the Mill Farms Plat located on Redwine Road, Peachtree City, GA.

The applicant prepared the Mill Farms Plat and quitclaim deed showing "10' Right-of-Way Dedication #1 0.10 AC" and "10' Right-of-Way dedication #2 0.19 AC" as per the Final Plat of Mill Farms recorded in Plat Book 102, Pages 4-11 and the Deed of Right of Way dated October 3, 2024, recorded in Deed Book 5770, Pages 5-6, 0.29 acres of new right of way being dedicated to Fayette County to increase the right of way along the parcel frontage of the Redwine Road.

What action are you seeking from the Board of Commissioners?

Approval to accept the right-of-way dedication known as "10' Right-of-Way Dedication #1 0.10 AC" and "10' Right-of-Way dedication #2 0.19 AC" as per the Final Plat of Mill Farms recorded in Plat Book 102, Pages 4-11 and the Deed of Right of Way dated October 3, 2024, recorded in Deed Book 5770, Pages 5-6, per Fayette County Code requirements.

If this item requires funding, please describe:

No funding is required.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Type: RWD
Recorded: 10/15/2024 9:13:00 AM
Fee Amt: \$25.00 Page 1 of 2
Transfer Tax: \$0.00
Fayette, Ga. Clerk Superior Court
Sheila Studdard Clerk of Court

Record and Return to:
Lawson, Beck & Sandlin, LLC
1125 COMMERCE DRIVE, SUITE 300
PEACHTREE CITY, GEORGIA 30269

Participant ID(s): 1138094925,
7067927936

BK 5770 PG 5 - 6

DEED OF RIGHT OF WAY

TAX ID NUMBERS
0603-005, 0603-011 &
0603-013

STATE OF **GEORGIA**

COUNTY OF **COWETA**

THIS INDENTURE, Made the 3rd day of October, 2024, between

REDWINE ROAD DEVELOPMENT LLC
A GEORGIA LIMITED LIABILITY COMPANY

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

FAYETTE COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF GEORGIA

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 AND 00/100 (\$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 the following fee simple Right-of-Way,

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 18 OF THE 6TH DISTRICT, OF PEACHTREE CITY, FAYETTE COUNTY, GEORGIA, BEING THOSE CERTAIN ROAD RIGHT-OF-

WAYS KNOWN "10' RIGHT-OF-WAY DEDICATION #1 0.10 AC" & "10' RIGHT-OF-WAY DEDICATION #2 0.19 AC" AS PER FINAL PLAT OF MILL FARMS RECORDED IN PLAT BOOK 102 , PAGES 4-11 RECORDS OF FAYETTE COUNTY, GEORGIA, WHICH PLAT IS BY REFERENCE INCORPORATED HEREIN AND MADE A PART HEREOF. THIS DEED IS EXECUTED FOR THE SOLE PURPOSE OF DEDICATING AND CONVEYING TO THE PUBLIC AND IN PARTICULAR FAYETTE COUNTY, GEORGIA THE ABOVE DESCRIBED ROAD RIGHT OF WAY.

SUBJECT to restrictive covenants and general utility 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 whomsoever.

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

Signed, sealed and delivered in presence of:

REDWINE ROAD DEVELOPMENT LLC

[Handwritten signature]
 Official Witness
[Handwritten signature]
 Notary Public

[Handwritten signature]
 By: **Jeffrey D. Lindsey, Manager**



Type: PLAT FILED
Recorded: 9/3/2024 11:43:00 AM
Fee Amt: \$80.00 Page 1 of 8
Fayette, Ga. Clerk Superior Court
Sheila Studdard Clerk of Court

Participant ID: 6837325915
BK 102 PG 4 - 11

THIS BOX IS RESERVED FOR THE CLERK OF SUPERIOR COURT
RECORDING INFORMATION.

OWNER / DEVELOPER

REDWINE DEVELOPMENT LLC
140 VILLAGE CIRCLE
SENOIA, GEORGIA 30276
(404) 725-2237

24-HOUR CONTACT

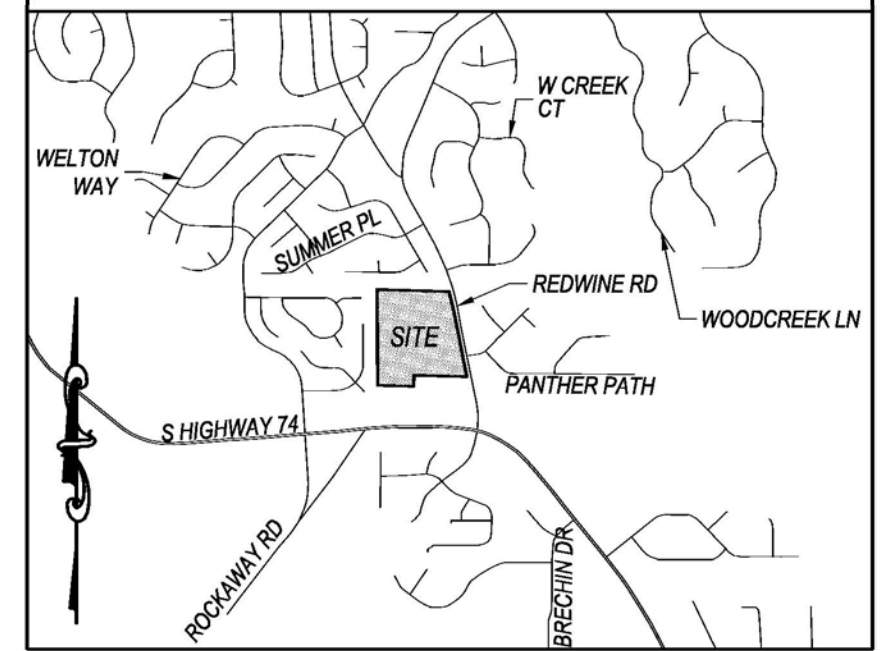
JAMES NICHOLSON
PHONE: (404) 725-2237

FINAL PLAT FOR:
MILL FARMS
LAND LOT 18, 6TH DISTRICT
CITY OF PEACHTREE CITY
FAYETTE COUNTY, GEORGIA

SURVEYOR/ENGINEER

MOORE BASS CONSULTING, INC.
1350 KEYS FERRY COURT
MCDONOUGH, GEORGIA 30253
CONTACT: MATT GRAY, PLS
CONTACT: ROB DEBIEN, RLS
rdebien@moorebass.com
(770) 914-9394

VICINITY MAP (NOT TO SCALE)



CONVEYANCE OF STREETS & RIGHTS-OF-WAY

THE CITY OF PEACHTREE CITY HEREBY ACCEPTS ALL STREET RIGHTS-OF-WAY AND THE IMPROVEMENTS THEREIN AND ANY CATCH BASINS, JUNCTION BOXES, STORM DRAINAGE PIPE, EASEMENTS, OR OTHER STRUCTURES OR AREAS OUTSIDE OF SAID STREET RIGHTS-OF-WAY (EXCLUDING DITCHES AND OTHER OPEN DRAINAGE WAYS) WHICH ARE SPECIFICALLY INDICATED ON THIS PLAT AS BEING DEDICATED TO THE PUBLIC; HOWEVER, THIS CERTIFICATION DOES NOT OBLIGATE THE CITY TO MAINTAIN THE ABOVE STATED INFRASTRUCTURE UNTIL EXPIRATION OF THE MAINTENANCE PERIOD.

THE CITY OF PEACHTREE CITY

BY: *[Signature]*
MAYOR

ATTEST: *[Signature]*
CITY CLERK

NOTARY PUBLIC DATE ACCEPTED BY CITY COUNCIL 8/30/2024

FINAL PLAT APPROVAL

THIS PLAT COMPLIES WITH THE ZONING REGULATIONS, THE LAND DEVELOPMENT ORDINANCE AND ALL OTHER REGULATIONS GOVERNING THE LAND DEVELOPMENT FOR THE CITY OF PEACHTREE CITY.

CITY ENGINEER *[Signature]* 8/30/2024
CITY PLANNER *[Signature]* 8/30/2024
MAYOR/CITY MANAGER *[Signature]* 8/30/2024
CITY CLERK *[Signature]* 8/30/2024

CERTIFICATE OF DEDICATION

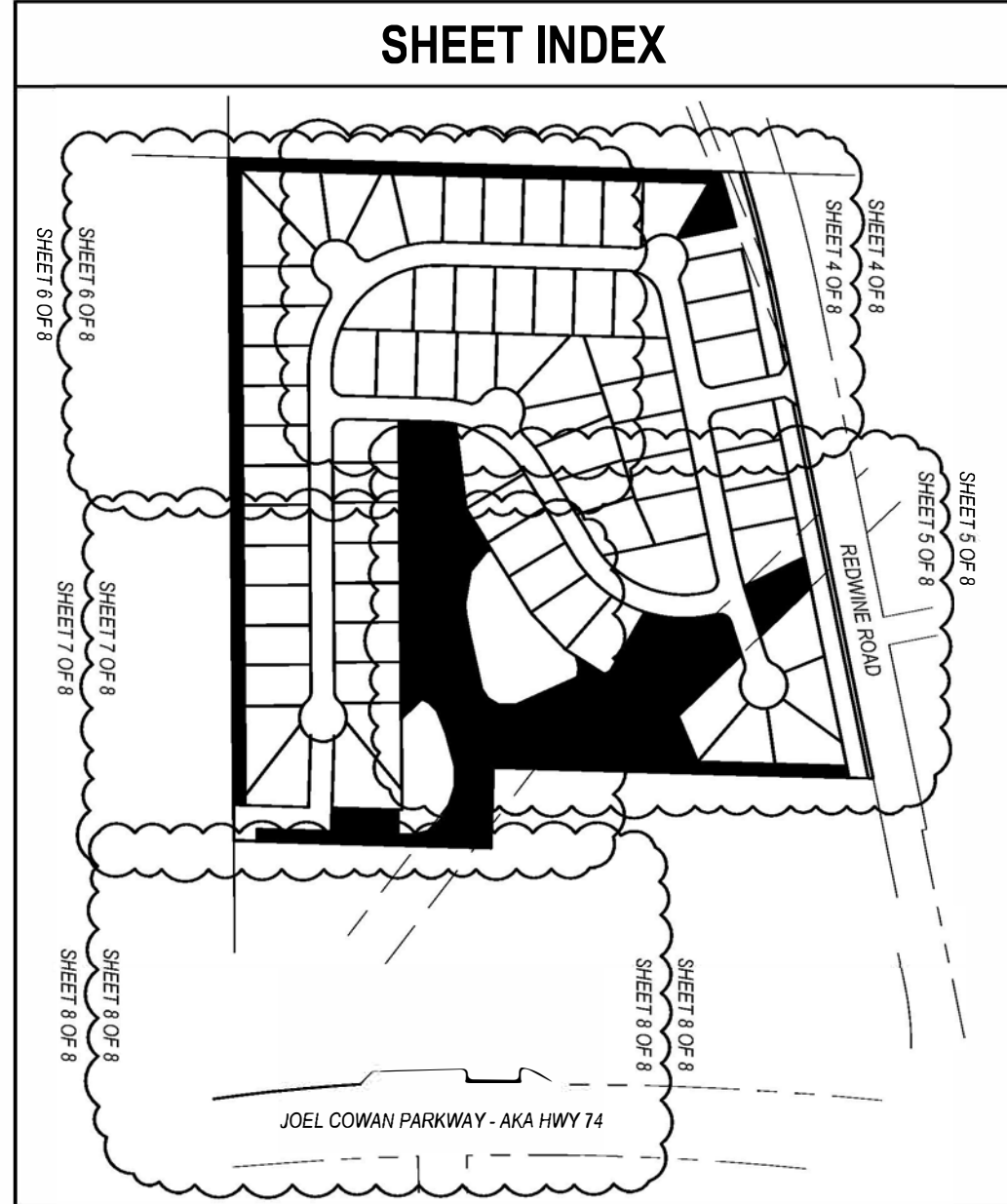
STATE OF GEORGIA
COUNTY OF FAYETTE

THE OWNER OF THE LAND SHOWN ON THIS PLAT ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, AND FOR VALUE RECEIVED, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY CONVEY IN FEE SIMPLE TO THE CITY OF PEACHTREE CITY, GEORGIA, AND FURTHER DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND RIGHTS-OF-WAY, ALLEYS, MULTI-USE PATHS, WATERCOURSES, DRAINS, EASEMENTS, GREENBELTS AND PUBLIC PLACES SHOWN HEREON, EXCEPT THOSE EASEMENTS DESIGNATED ON THIS PLAT AS OTHER UTILITY COMPANY EASEMENTS, AND EXCEPT THOSE STREETS SPECIFICALLY DESIGNATED ON THIS PLAT AS PRIVATE STREETS.

IN CONSIDERATION OF THE APPROVAL OF THIS FINAL PLAT AND OTHER VALUABLE CONSIDERATIONS, THE OWNERS DO HEREBY AGREE TO HOLD THE CITY OF PEACHTREE CITY, GEORGIA, HARMLESS FOR A FIVE-YEAR PERIOD FROM ANY AND ALL MONETARY LIABILITIES WHICH MAY ARISE FROM ANY AND ALL CLAIMS, DAMAGES, OR DEMANDS ARISING ON ACCOUNT OF THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS OF THE PROPERTY SHOWN HEREIN, TO INCLUDE BUT NOT LIMITED TO, THE ROADS, STREETS, FILLS, EMBANKMENTS, DITCHES, CROSS DRAINS, CULVERTS AND BRIDGES WITHIN THE PROPOSED RIGHT-OF-WAY SHOWN, RESULTING FROM ANY AND ALL CAUSES OTHER THAN BY AN ACT OF THE CITY OF PEACHTREE CITY, GEORGIA.

AND FURTHER, THE OWNER WARRANTS THAT HE OWNS FEE SIMPLE TITLE TO THE PROPERTY SHOWN HEREON AND AGREES THAT THE CITY OF PEACHTREE CITY SHALL NOT BE LIABLE TO THE UNDERSIGNED OR SUBSEQUENT OWNERS IN TITLE FOR A PERIOD OF FIVE YEARS FOR ANY CLAIM OF DAMAGES RESULTING FROM NEGLIGENCE IN EXERCISING ENGINEERING TECHNIQUES AND DUE CAUTION IN THE CONSTRUCTION OF CROSS DRAINS EXTENSION, DRIVES, STRUCTURES OR BUILDINGS, THE CHANGING OF COURSES OF STREAMS AND RIVERS, FLOODING FROM NATURAL CREEKS AND RIVERS AND ANY OTHER MATTER WHATSOEVER ON PRIVATE PROPERTY. ANY AND ALL MONETARY LIABILITY OCCURRING UNDER THIS PARAGRAPH SHALL BE THE LIABILITY OF THE OWNER. I FURTHER WARRANT THAT I HAVE THE RIGHT TO CONVEY SAID LAND ACCORDING TO THIS PLAT AND DO HEREBY BIND MYSELF AND THE OWNERS SUBSEQUENT IN TITLE TO DEFEND THE COVENANTS AND AGREEMENTS SET OUT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET BY HAND AND AFFIXED MY SEAL THIS 8/30/2024 DAY OF _____
[Signature]
OWNER DATE



MAINTENANCE GUARANTEE

THE UNDERSIGNED, ITS SUCCESSORS AND ASSIGNS, HEREBY WARRANTS AND GUARANTEES TO THE CITY OF PEACHTREE CITY THE FULL AND COMPLETE MAINTENANCE OF A CERTAIN IMPROVEMENT KNOWN AS _____ AND MORE PARTICULARLY SHOWN IN PLAT BOOK _____, PAGE(S) _____, OF THE FAYETTE COUNTY RECORDS.

THIS WARRANTY AND GUARANTEE IS MADE IN ACCORDANCE WITH THE PEACHTREE CITY LAND DEVELOPMENT ORDINANCE. THIS GUARANTEE INCLUDES NOT ONLY PAVING BUT ALSO ALL OTHER APPURTENANT STRUCTURES AND AMENITIES LYING WITHIN THE RIGHT-OF-WAY OF SAID ROAD AND IN THE GREENBELT, INCLUDING BUT NOT LIMITED TO ALL CURBING, DRAINAGE PIPES, CULVERTS, CATCH BASINS, DRAINAGE DITCHES, BIKE PATHS, MULTI-USE PATHS AND PEDESTRIAN PATHS. UTILITIES OWNED AND OPERATED BY A GOVERNMENTAL BODY OR PUBLIC UTILITY COMPANY SHALL BE THE RESPONSIBILITY OF SAID GOVERNMENTAL BODY OR PUBLIC UTILITY COMPANY AND NOT THE DEVELOPER.

THE DEVELOPER SHALL CORRECT AND REPAIR OR CAUSE TO BE CORRECTED AND REPAIRED ALL DAMAGES TO SAID IMPROVEMENTS RESULTING FROM ANY CAUSE WHATSOEVER. IN THE EVENT THE DEVELOPER FAILS TO CORRECT ANY DAMAGES WITHIN 30 DAYS AFTER WRITTEN NOTICE THEREOF, THEN SAID DAMAGES MAY BE CORRECTED BY THE CITY AND ALL COSTS AND CHARGES BILLED TO AND PAID BY THE DEVELOPER, BUT THIS REMEDY SHALL NOT LIMIT THE CITY, AND IT SHALL ALSO HAVE ANY REMEDIES AVAILABLE TO IT AS APPROVED BY LAW.

THE TERMS OF THIS AGREEMENT SHALL BE FOR A PERIOD OF TWO YEARS BEGINNING ON THE DATE OF WRITTEN ACCEPTANCE OF SAID IMPROVEMENTS BY THE CITY AS EVIDENCED BY THE FINAL PLAT APPROVAL OF SAID COMPLETED IMPROVEMENTS.

AFTER THE TERMINATION OF SAID TWO-YEAR PERIOD THE CITY SHALL BE RESPONSIBLE TO THE CITIZENS OF PEACHTREE CITY FOR THE MAINTENANCE OF SAID IMPROVEMENTS AS PROVIDED BY LAW. NO ROADWAY AND ASSOCIATED RIGHT-OF-WAY SHALL BE ACCEPTED BY THE CITY FOR MAINTENANCE UNLESS IT SCORES 90 OR ABOVE ON THE CITY'S ASPHALT PAVEMENT RATING FORM. PROVIDED, HOWEVER, ANY DAMAGES WHICH OCCURRED PRIOR TO THE END OF SAID TWO-YEAR PERIOD AND WHICH STILL ARE UNREPAIRED AT THE TERMINATION OF SAID PERIOD SHALL REMAIN THE RESPONSIBILITY OF THE DEVELOPER (WRITTEN NOTICE OF SAID DAMAGES MUST BE GIVEN PRIOR TO THE TIME THE TWO-YEAR PERIOD ENDS).

IN WITNESS WHEREOF, THE DEVELOPER HAS CAUSED THIS AGREEMENT TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICERS THIS 8/30/2024 DAY OF _____

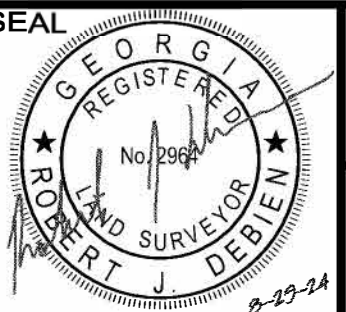
BY: *[Signature]* 8/30/2024
TITLE: VP LAND ACQUISITION & DEVELOPMENT 8/30/2024

Table with columns: DATE, FILE #, CONTRACT #, DRAWN BY, CHECKED BY, Moore Bass Consulting

Table with columns: REVISIONS, 1. REVISED PER CITY COMMENTS: 3-13-2024, 2. REVISED PER CITY COMMENTS: 6-4-2024, 3. REVISED PER CITY COMMENTS: 7-10-2024, 4. REVISED OER CITY COMMENTS: 8-5-2024, 5. REVISED PER CITY COMMENTS: 8-29-2024, 6. REVISED PER CITY COMMENTS: 8-30-2024

The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.

SHEET TITLE
FINAL PLAT
LAND LOT 18, 6TH DISTRICT
PEACHTREE CITY, FAYETTE COUNTY, GA



PROJECT
MILL FARMS
PEACHTREE CITY, GEORGIA
CLIENT NAME
REDWINE DEVELOPMENT LLC
140 VILLAGE CIRCLE
SENOIA, GEORGIA 30276



• Civil Engineering
• Land Surveying
• Development Consulting
• Landscape Architecture
• Environmental Permitting
www.moorebass.com
TALLAHASSEE • ATLANTA
1350 Keys Ferry Court
McDonough, GA 30253
770.914.9394

SHEET
1
OF
8

Q:\A2431.0024\Survey\Record Plat\A2431.0024-FP.dwg, SHEET 1, alexc, Aug 30, 2024 - 2:38:31pm

DRAINAGE NOTE

THE OWNER OF RECORD, ON BEHALF OF HIMSELF AND ALL SUCCESSORS IN INTEREST SPECIFICALLY RELEASES THE CITY OF PEACHTREE CITY FROM ANY AND ALL LIABILITY AND RESPONSIBILITY FOR FLOODING OR EROSION FROM STORM DRAINS OR EROSION FROM STORM DRAINS OR FROM FLOODING FROM HIGH WATER OF NATURAL CREEKS, RIVERS OR DRAINAGE FEATURES SHOWN HEREIN. A DRAINAGE EASEMENT IS HEREBY ESTABLISHED FOR THE SOLE PURPOSE OF PROVIDING FOR THE EMERGENCY PROTECTION OF THE FREE FLOOD SURFACE WATERS ALONG ALL WATERCOURSES AS ESTABLISHED BY THE CITY, THE CITY ENGINEER AND/OR THE CITY'S PUBLIC WORKS DEPARTMENT MAY CONDUCT EMERGENCY MAINTENANCE OPERATIONS WITHIN THIS EASEMENT WHERE EMERGENCY CONDITIONS EXIST. EMERGENCY MAINTENANCE SHALL BE THE REMOVAL OF TREES AND OTHER DEBRIS, EXCAVATION, FILLING AND THE LIKE, NECESSARY TO REMEDY A CONDITION WHICH IN THE JUDGMENT OF THE CITY ENGINEER OR PUBLIC WORKS DIRECTOR, IS POTENTIALLY INJURIOUS TO LIFE, PROPERTY OR THE PUBLIC ROADS OR UTILITY SYSTEM. SUCH EMERGENCY MAINTENANCE, CONDUCTED FOR THE COMMON GOOD, SHALL NOT BE CONSTRUED A CONTINUING MAINTENANCE OBLIGATION OF THE CITY OF PEACHTREE CITY NOR AN ABROGATION OF THE CITY'S RIGHTS TO SEEK REIMBURSEMENT FROM THE OWNER(S) OF THE PROPERTY(IES) OF THE LANDS THAT GENERATED THE CONDITIONS. THE CITY OF PEACHTREE CITY SHALL NOT BE HELD ACCOUNTABLE OR LIABLE FOR CLAIMS OF INJURY OR DAMAGE RESULTING FROM THE STORMWATER DRAINAGE SYSTEM INSTALLED ON THE PROPERTY IDENTIFIED ON THIS PLAT AND SHALL BE INDEMNIFIED FROM CLAIMS BROUGHT BY DOWNSTREAM OWNERS BASED ON THE OPERATION, FAILURE TO OPERATE, IMPROPER DESIGN OR IMPROPER CONSTRUCTION.

THIS BOX IS RESERVED FOR THE CLERK OF SUPERIOR COURT RECORDING INFORMATION.

FLOOD NOTE

AS SHOWN ON FLOOD INSURANCE RATE MAPS OF PEACHTREE CITY, GEORGIA COMMUNITY PANEL NUMBER: 13113C0132E EFFECTIVE DATE SEPTEMBER 26, 2008, NO PORTION OF THIS SITE IS LOCATED IN A FEMA FLOOD HAZARD ZONE.

REFERENCES

- BOUNDARY SURVEY FOR THE MILL FARMS, PROPERTY OF VONER C. PEEPLES, PREPARED BY J. R. WOOD SURVEYORS AND PLANNERS, INC., DATED 6/14/79, RECORDED IN PLAT BOOK 11, PAGE 163, FAYETTE COUNTY RECORDS.
- GEORGIA POWER COMPANY LAND DEPARTMENT PLAT OF THE O'HARA - SENOIA TRANSMISSION LINE, DWG. NO. N-308-2, DATED JAN. 1984.

SURVEY NOTES

- NO N.G.S. MONUMENT FOUND WITHIN 500 FEET OF ANY POINT ON THE SUBJECT PROPERTY.
- ALL PROPERTY CORNERS REFERENCED AS I.P.S. INDICATES A 1/2" REBAR PLACED W/CAP LSF 001179 UNLESS OTHERWISE NOTED.
- MOORE BASS CONSULTING AND/OR ROBERT J. DEBIEN DO NOT GUARANTEE THAT ALL EASEMENTS AND SUB-SURFACE CONDITIONS WHICH MAY AFFECT THIS PROPERTY ARE SHOWN.
- THIS DRAWING HAS BEEN GENERATED ELECTRONICALLY. THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED VALID DOCUMENT UNLESS IT HAS BEEN PROPERLY SEALED, SIGNED, AND DATED BY ROBERT J. DEBIEN IN CONTRASTING COLOR OF INK PER O.C.G.A. 43-15-22.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT WHICH COULD REVEAL ENCUMBRANCES NOT SHOWN. ALL MATTERS TO TITLE ARE EXCEPTED.
- THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTY OR ENTITY NAMED HEREON AND THE CERTIFICATION DOES NOT EXTEND TO ANY OTHERS.
- THIS PLAT MAY NOT CONFORM TO THE BEARINGS AND DISTANCES RECORDED ON THE DEED AND/OR PLAT OF RECORD DUE TO SEVERAL FACTORS INCLUDING, BUT NOT LIMITED TO, THE NATURE OF THE ADVANCES IN SURVEYING TECHNOLOGY SUCH AS ELECTRONIC DISTANCE MEASURING DEVICES AND THE ADVENT OF SURVEY GRADE G.P.S. MEASUREMENT EQUIPMENT.
- THIS SURVEY IS REFERENCED TO THE NORTH AMERICAN DATUM (N.A.D.) OF 1983 (1984 ADJUSTMENT) FOR HORIZONTAL DATUM AND THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) 1988 FOR THE VERTICAL DATUM. THE USE OF G.P.S. SURVEY MEASURING TECHNIQUES WERE USED FOR THESE DATUMS AND BASED ON THE POSITIONAL VALUES FOR THE VIRTUAL REFERENCE STATION NETWORK DEVELOPED BY EGPS SOLUTIONS. THE ORTHOMETRIC HEIGHTS WERE DERIVED USING THE GEOID 18.
- ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
- UTILITIES SHOWN ARE BASED ON ABOVE GROUND EVIDENCE. ADDITIONAL UTILITIES MAY EXIST ABOVE OR BELOW GROUND. NO CERTIFICATION OR GUARANTEE IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF THE UTILITIES OR STRUCTURES SHOWN HEREON. PER GEORGIA LAW THE UNDERGROUND UTILITIES PROTECTION SERVICE MUST BE CALLED PRIOR TO THE COMMENCEMENT OF ANY AND ALL EARTH DISTURBING ACTIVITIES.
- THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 79,424 FEET, AND AN ANGULAR ERROR OF 02" PER ANGLE. IT WAS A CLOSED LOOP TRAVERSE AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
- THE CLOSURE PRECISION OF THE DATA SHOWN ON THE MAP OR PLAT, "THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 712,570 FEET" THE CLOSURE PRECISION PLACED ON THE SURVEY SHALL BE BASED ON AN ACTUAL MAP CLOSURE THAT HAS BEEN INDEPENDENTLY CALCULATED BY THE SURVEYOR BY USING THE BEARINGS AND DISTANCES FROM THE FACE OF THE PLAT, AND SHALL NOT BE A GENERALIZATION.
- LINEAR AND ANGULAR MEASUREMENTS SHOWN ON THIS SURVEY WERE OBTAINED USING A TRIMBLE ROBOTIC TOTAL STATION & CARLSON BRX7 GPS UNIT. THE FIELDWORK WAS COMPLETED JULY 10TH, 2024 ON THIS PROJECT.

ADDITIONAL SURVEY NOTE

IMPACTED PORTIONS OF EXISTING STREAM, STREAM BUFFER, AND NO IMPERVIOUS SETBACK HAVE BEEN REMOVED FOR CLARITY. (SHEET "7 OF 10")

FINAL PLAT FOR: MILL FARMS

LAND LOT 18, 6TH DISTRICT CITY OF PEACHTREE CITY FAYETTE COUNTY, GEORGIA

DEVELOPMENT DATA

- SUBDIVIDER: JEFF LINDSEY COMMUNITIES, LLC
A. ADDRESS: 140 VILLAGE CIRCLE, SENOIA, GA 30276
B. TELEPHONE NUMBER: (404) 725-2237
- PROPERTY OWNER: JEFF LINDSEY COMMUNITIES, LLC
A. ADDRESS: 140 VILLAGE CIRCLE, SENOIA, GA 30276
B. TELEPHONE NUMBER: (404) 725-2237
- SURVEYOR: MOORE BASS CONSULTING, INC.
A. ADDRESS: 1350 KEYS FERRY COURT, MCDONOUGH, GA 30253
B. TELEPHONE NUMBER: (770) 914-9394
- SUBDIVISION CONFIGURATION:
A. SOURCE OF DATA: BOUNDARY SURVEY PERFORMED BY MOORE BASS CONSULTING, INC. DATED - 4/21/2020
B. LOCATION: 2459 REDWINE ROAD, PEACHTREE CITY, GA
C. TOTAL PROJECT AREA: 38.72 ACRES (1,686,775 SQ. FT.)
D. ZONING: LUR-21
E. TYPE OF SUBDIVISION: SINGLE FAMILY DETACHED RESIDENTIAL
F. NUMBER OF UNITS: 74 UNITS
G. DENSITY: 74 UNITS/38.72 ACRES = 1.91 UNITS / ACRE
H. TOPOGRAPHIC SOURCE: SURVEY BY MOORE BASS CONSULTING AND FAYETTE COUNTY G.I.S.
I. CONTOUR INTERVAL: 2 FOOT
J. DATUM: NGVD
K. TYPE OF STREETS: PUBLIC
L. STREET MAINTENANCE: PEACHTREE CITY
M. AREA OF RIGHT OF WAY: 5.00 ACRES (WITHIN SUBDIVISION)
0.29 ACRES (RAW DEDICATION #1 AND #2)
FRONT: 25' LOTS 22-44: FRONT: 25'
REAR: 20' REAR: 30'
SIDE: 5' SIDE: 10'
- UTILITIES:
A. WATER: FAYETTE COUNTY WATER
B. SANITARY SEWER: PEACHTREE CITY WATER & SEWAGE AUTHORITY
C. POWER: GEORGIA POWER CO.

PROJECT AREA CHART	
DESCRIPTION	TOTAL AREA VALUES
LOT AREA	22.34 ACRES (972,988 SQ. FT.) TOTAL - SEE PAGE "3 OF 8" TABLE FOR INDIVIDUAL AREA VALUES
RIGHT-OF-WAY AREA #1	5.00 ACRES (217,671 SQ. FT.) TOTAL - WITHIN SUBDIVISION
RIGHT-OF-WAY AREA #2	0.28 ACRES (12,323 SQ. FT.) TOTAL - TO BE DEDICATED TO COUNTY
GREENBELT AREA	1.73 ACRES (75,460 SQ. FT.) TOTAL - SEE PAGE "4 OF 9" THROUGH "8 OF 9" FOR INDIVIDUAL AREA VALUES
OPEN SPACE AREA	7.72 ACRES (336,299 SQ. FT.) TOTAL - SEE PAGES "4 OF 9" THROUGH "7 OF 8" FOR INDIVIDUAL AREA VALUES
POND AREA	1.65 ACRES (72,016 SQ. FT.) TOTAL - SEE PAGE "5 OF 8" AND/OR "8 OF 8" FOR INDIVIDUAL AREA VALUES

HOA SIDEWALK NOTE

SIDEWALKS ARE THE MAINTENANCE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION (HOA), OR THE INDIVIDUAL PROPERTY OWNER WHOSE LOT FRONTAGE ABUTS THE SIDEWALK IN THE ABSENCE OF A VALID HOA.

RESTRICTIVE DEEDS AND COVENANTS

THIS SUBDIVISION IS SUBJECT TO THE RESTRICTIVE DEEDS AND COVENANTS AS RECORDED DEED BOOK _____ PAGE _____ AT THE FAYETTE COUNTY COURTHOUSE. THE CITY OF PEACHTREE CITY DOES NOT ENFORCE THESE COVENANTS OR ADMINISTER HOMEOWNERS ASSOCIATIONS.

STORM A						
LOCATION	TOP ELEV. (ft.)	INV. OUT (ft.)	INV. IN (ft.)	LGTH. (ft.)	SIZE (in./) TYPE	SLOPE (%)
A-0	798.15		792.43 (NE)			
A1	803.96	793.26 (SW)	793.36 (SE) 795.56 (NW)	184.03	48" RCP	0.45%
A1.1	807.76	801.62 (SE)	801.69 (NE)	254.12	18" RCP	2.36%
A1.2	808.06	802.66 (SW)		30.91	18" RCP	3.14%
A2	803.91	793.60 (NW)	793.70 (NE)	28.45	48" RCP	0.84%
A3	804.07	793.82 (SW)	794.07 (SE)	37.73	60" Ellip RCP Horiz	0.32%
A4	804.93	794.43 (NW)	794.53 (E) 796.38 (S)	143.37	42" RCP	0.25%
A4.1	804.82	796.51 (N)		30.01	18" RCP	0.43%
A5	806.00	795.01 (W)	795.16 (N) 796.60 (E)	112.52	42" RCP	0.43%
A5.1	805.97	797.54 (W)		31.99	18" RCP	2.94%
A6	808.71	798.41 (S)	798.52 (N) 803.01 (E)	273.30	36" RCP	1.19%
A6.1	808.70	803.97 (W)		30.13	18" RCP	3.19%
A7	810.65	800.26 (S)	800.65 (N) 804.61 (E)	167.35	36" RCP	1.04%
A7.1	810.62	804.90 (W)		30.08	18" RCP	0.96%
A8	812.66	803.00 (S)	805.62 (E) 803.32 (NW)	187.98	36" RCP	1.25%
A8.1	812.63	806.32 (W)		30.02	18" RCP	2.33%
A9	814.14	806.99 (SE)	807.23 (N)	108.08	30" RCP	3.40%
A10	816.67	810.52 (S)		159.97	30" RCP	2.06%

STORM B						
LOCATION	TOP ELEV. (ft.)	INV. OUT (ft.)	INV. IN (ft.)	LGTH. (ft.)	SIZE (in./) TYPE	SLOPE (%)
B-0	798.48		792.92 (N)			
B1	800.44	793.56 (S)	793.64 (W)	127.34	48" RCP	0.50%
B2	810.63	794.50 (E)	794.65 (N) 800.94 (W)	150.00	48" RCP	0.57%
B2.1	810.50	801.32 (E)		34.00	18" RCP	1.12%
B3	805.18	795.98 (S)	796.86 (N) 797.90 (W)	232.18	48" RCP	0.57%
B3.1	805.11	798.08 (E)		34.00	24" RCP	0.53%
B4	808.29	798.64 (S)	798.71 (NE) 800.99 (W)	263.72	36" RCP	0.67%
B4.1	808.49	801.53 (E)		35.54	18" RCP	1.52%
B5	809.49	799.31 (SW)	799.40 (N)	69.62	36" RCP	0.86%
B6	811.34	799.88 (S)	799.96 (N)	152.32	36" RCP	0.32%
B7	812.07	800.31 (S)	800.62 (NE) 802.54 (NW)	54.54	36" RCP	0.64%
B7.1	815.02	804.44 (SE)	804.57 (W)	95.46	30" RCP	1.99%
B7.2	815.75	808.20 (E)		154.04	30" RCP	2.36%
B8	814.88	805.44 (SW)	805.63 (N)	200.70	24" RCP	2.40%
B9	824.53	811.48 (S)		176.36	24" RCP	3.32%

STORM C						
LOCATION	TOP ELEV. (ft.)	INV. OUT (ft.)	INV. IN (ft.)	LGTH. (ft.)	SIZE (in./) TYPE	SLOPE (%)
C1	803.55	795.50 (W)	795.55 (E)	175.43	30" RCP	0.99%
C2	807.27	797.07 (W)	797.37 (N)	172.55	30" RCP	0.88%
C3	806.18	800.78 (S)		300.88	30" RCP	1.13%

SWMF-B						
LOCATION	TOP ELEV. (ft.)	INV. OUT (ft.)	INV. IN (ft.)	LGTH. (ft.)	SIZE (in./) TYPE	SLOPE (%)
HW A	798.00		793.13 (E)			
OCS A	802.40	793.41 (W)		54.92	42" RCP	0.51%

SWMF-A						
LOCATION	TOP ELEV. (ft.)	INV. OUT (ft.)	INV. IN (ft.)	LGTH. (ft.)	SIZE (in./) TYPE	SLOPE (%)
HW B	797.98		792.56 (SW)			
OCS B	801.85	793.01 (NE)		56.80	48" RCP	0.79%

Q:\A2431\0024\Survey\Record Plat\A2431.0024-FP.dwg, SHEET 2, alexc, Aug. 30, 2024, 2:38:44pm

DATE	12-11-2023
FILE #	1
CONTRACT #	A2431.0024
DRAWN BY	DC
CHECKED BY	RJD
© Moore Bass Consulting	

REVISIONS	
1. REVISED PER CITY COMMENTS: 3-13-2024	The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.
2. REVISED PER CITY COMMENTS: 6-4-2024	
3. REVISED PER CITY COMMENTS: 7-10-2024	
4. REVISED OER CITY COMMENTS: 8-5-2024	
5. REVISED PER CITY COMMENTS: 8-29-2024	
6. REVISED PER CITY COMMENTS: 8-30-2024	

The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.

SHEET TITLE	FINAL PLAT
LAND LOT 18, 6TH DISTRICT PEACHTREE CITY, FAYETTE COUNTY, GA	



PROJECT	MILL FARMS PEACHTREE CITY, GEORGIA
CLIENT NAME	REDWINE DEVELOPMENT LLC 140 VILLAGE CIRCLE SENOIA, GEORGIA 30276



<ul style="list-style-type: none"> Civil Engineering Land Surveying Development Consulting Landscape Architecture Environmental Permitting 	www.moorebass.com TALLAHASSEE • ATLANTA
1350 Keys Ferry Court McDonough, GA 30253 770.914.9394	SHEET 2 OF 8

THIS BOX IS RESERVED FOR THE CLERK OF SUPERIOR COURT RECORDING INFORMATION.

LOT AREA TABLE		
LOT #	AREA (SQ. FT.)	AREA (ACRES)
1	14,204	0.33
2	12,042	0.28
3	15,407	0.35
4	12,816	0.29
5	15,433	0.35
6	13,898	0.32
7	13,004	0.30
8	12,293	0.28
9	12,171	0.28
10	12,282	0.28
11	14,405	0.33
12	12,826	0.29
13	12,070	0.28
14	12,070	0.28
15	12,070	0.28
16	12,070	0.28
17	12,070	0.28
18	12,246	0.28
19	13,405	0.31
20	17,958	0.41
21	14,736	0.34
22	13,795	0.32
23	12,179	0.28
24	12,068	0.28
25	12,068	0.28
26	12,068	0.28
27	12,067	0.28
28	12,067	0.28
29	12,067	0.28
30	12,066	0.28
31	12,172	0.28
32	13,723	0.32
33	14,822	0.34
34	19,028	0.44
35	16,471	0.38
36	12,097	0.28
37	14,210	0.33
38	13,355	0.31
39	12,070	0.28
40	12,070	0.28

LOT AREA TABLE		
LOT #	AREA (SQ. FT.)	AREA (ACRES)
41	12,070	0.28
42	12,070	0.28
43	12,081	0.28
44	12,973	0.30
45	12,417	0.29
46	12,141	0.28
47	14,487	0.33
48	12,245	0.28
49	12,085	0.28
50	12,075	0.28
51	14,630	0.34
52	20,901	0.48
53	12,662	0.29
54	11,490	0.26
55	14,633	0.34
56	12,554	0.29
57	15,829	0.36
58	12,489	0.29
59	11,896	0.27
60	12,106	0.28
61	12,070	0.28
62	12,882	0.30
63	13,841	0.32
64	12,230	0.28
65	12,070	0.28
66	12,070	0.28
67	12,070	0.28
68	12,070	0.28
69	13,833	0.32
70	15,296	0.35
71	13,382	0.31
72	12,689	0.29
73	12,066	0.28
74	12,646	0.29

CENTERLINE LINE TABLE		
LINE #	DISTANCE	BEARING
L1	217.39'	N78° 37' 40"E
L2	233.25'	S11° 27' 09"E
L3	29.99'	S38° 34' 00"W
L4	398.30'	N88° 23' 36"W
L5	65.86'	S43° 33' 30"E
L7	76.84'	N0° 26' 22"W
L8	661.91'	N0° 26' 22"W
L9	43.75'	S89° 33' 38"W
L10	195.66'	N88° 23' 36"W
L11	35.86'	S30° 07' 32"W
L13	205.94'	N31° 04' 04"W
L15	61.14'	S78° 32' 51"W
L16	181.50'	N18° 03' 26"W
L18	325.38'	S11° 27' 09"E

LOT LINE TABLE		
LINE #	DISTANCE	BEARING
L19	14.14'	N33° 37' 40"E
L20	21.21'	N33° 37' 40"E
L21	25.00'	N78° 37' 40"E
L22	117.46'	N78° 37' 40"E
L23	77.54'	S11° 27' 09"E
L24	85.00'	S11° 27' 09"E
L25	20.79'	S11° 27' 09"E
L26	18.91'	N11° 22' 20"W
L27	102.70'	N11° 22' 20"W
L28	55.81'	S88° 23' 36"E
L29	85.00'	S88° 23' 36"E
L30	85.00'	S88° 23' 36"E
L31	85.00'	S88° 23' 36"E
L32	85.00'	S88° 23' 36"E
L33	2.49'	S88° 23' 36"E
L34	23.34'	S88° 23' 36"E
L35	29.24'	N00° 26' 22"W
L36	85.00'	N00° 26' 22"W
L37	85.00'	N00° 26' 22"W
L38	85.00'	N00° 26' 22"W
L39	85.00'	N00° 26' 22"W
L40	85.00'	N00° 26' 22"W
L41	85.00'	N00° 26' 22"W
L42	85.00'	N00° 26' 22"W
L43	58.61'	N00° 26' 22"W
L44	62.94'	S00° 26' 22"E
L45	21.21'	N00° 26' 11"W
L46	42.73'	N00° 26' 22"W
L47	85.00'	S00° 26' 22"E
L48	85.00'	S00° 26' 22"E
L49	85.00'	S00° 26' 22"E
L50	85.00'	S00° 26' 22"E
L51	85.00'	S00° 26' 22"E
L52	67.98'	S00° 26' 22"E
L53	116.18'	N88° 23' 36"W
L54	80.37'	N88° 23' 36"W
L55	2.23'	N31° 04' 04"W
L57	85.00'	N31° 04' 04"W
L58	85.00'	N31° 04' 04"W
L59	33.71'	N31° 04' 04"W
L60	14.45'	N67° 21' 13"E
L61	16.49'	N78° 32' 51"E
L62	73.17'	N18° 03' 26"W
L63	20.85'	N18° 03' 26"W
L64	3.78'	N11° 21' 30"W

LOT LINE TABLE		
LINE #	DISTANCE	BEARING
L65	45.29'	N18° 03' 26"W
L66	80.31'	N18° 03' 26"W
L67	43.35'	S11° 27' 09"E
L68	85.00'	S11° 27' 09"E
L69	85.00'	S11° 27' 09"E
L70	61.97'	S11° 27' 09"E
L71	117.32'	N78° 37' 40"E
L72	87.00'	S11° 22' 20"W
L73	25.00'	N78° 37' 40"E
L74	21.21'	S56° 22' 20"E
L75	14.14'	S56° 22' 20"E
L76	100.00'	S11° 27' 09"E
L77	43.85'	S11° 27' 09"E
L77	62.00'	N88° 23' 36"W
L78	7.32'	N78° 32' 51"E
L78	23.00'	N88° 23' 36"W
L79	71.19'	S31° 04' 04"E
L80	85.00'	S31° 04' 04"E
L81	8.60'	N17° 15' 00"W
L82	49.75'	S31° 04' 04"E
L83	18.81'	N18° 21' 26"W
L84	15.42'	N18° 21' 26"W
L85	5.77'	N88° 23' 36"W
L86	7.95'	N88° 23' 36"W
L87	7.95'	N88° 23' 36"W
L88	9.95'	N88° 23' 36"W
L89	46.20'	S88° 23' 36"E
L90	85.00'	S88° 23' 36"E
L91	68.93'	S88° 23' 36"E
L92	26.88'	S00° 26' 22"E
L93	32.06'	N88° 23' 36"W
L94	85.00'	N88° 23' 36"W
L95	85.00'	N88° 23' 36"W
L96	85.00'	N88° 23' 36"W
L97	85.00'	N88° 23' 36"W
L98	26.23'	N88° 23' 36"W
L99	86.18'	S11° 27' 09"E
L100	70.72'	S11° 27' 09"E
L101	85.00'	S11° 27' 09"E
L102	85.00'	S11° 27' 09"E
L103	85.00'	S11° 27' 09"E
L104	5.71'	N15° 30' 06"W

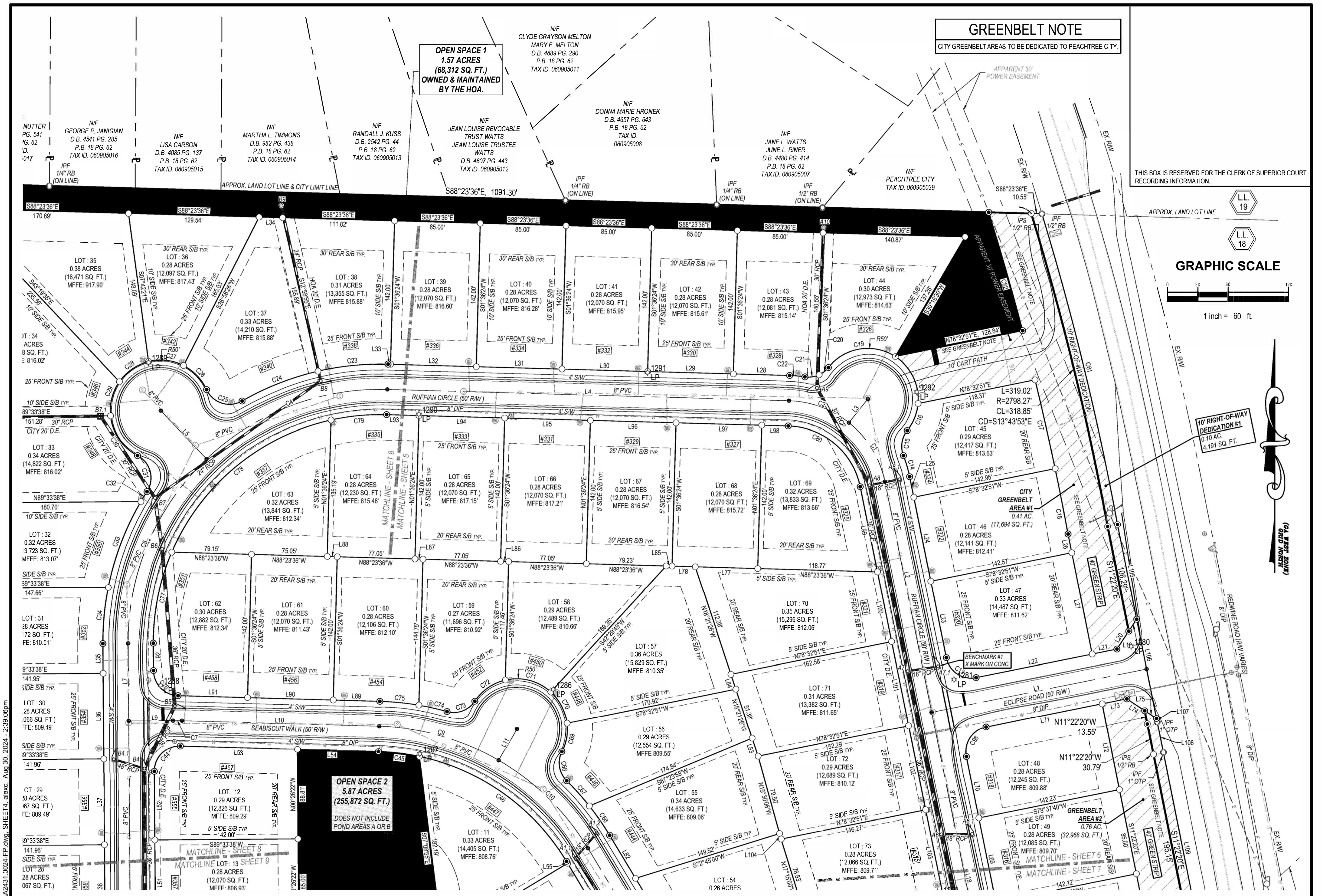
CENTERLINE CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD LENGTH	CHORD DIRECTION
C1	69.78	100.00	68.37	S31° 26' 34"E
C2	64.51	100.00	63.39	N69° 54' 48"W
C4	197.07	250.00	192.01	S69° 01' 27"W
C5	204.56	250.00	198.90	N23° 00' 04"E
C7	8.93	250.00	8.93	N89° 24' 59"W
C9	124.44	250.00	123.16	N74° 08' 02"W
C10	125.69	250.00	124.37	N45° 28' 16"W
C11	307.11	250.00	288.16	N66° 15' 36"W
C12	99.43	975.00	99.39	S14° 22' 27"E

CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD LENGTH	CHORD DIRECTION
C61	316.72	2808.27	316.55	S13° 41' 53"E

LINE TABLE		
LINE #	DISTANCE	BEARING
L105	96.21'	S11° 22' 20"E
L106	100.00'	S11° 22' 20"E
L107	3.55'	S11° 22' 20"E
L108	30.79'	S11° 22' 20"E
L109	195.15'	S11° 22' 20"E
L110	186.60'	S11° 22' 20"E
L111	59.99'	S11° 22' 20"E
L112	60.09'	S11° 21' 30"E
L113	273.16'	S11° 29' 00"E

LOT CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD LENGTH	CHORD DIRECTION
C13	39.23	25.00	35.33	N56° 24' 44"W
C14	21.77	125.00	21.75	N16° 26' 34"W
C15	26.21	25.00	25.03	S08° 35' 59"W
C16	29.19	50.00	28.78	N21° 54' 21"E
C17	90.03	2758.27	90.02	N12° 46' 01"W
C17	54.26	50.00	51.63	N25° 54' 33"W
C18	66.09	2758.27	66.09	N11° 08' 43"W
C20	11.76	25.00	11.65	N51° 58' 45"E
C21	14.45	25.00	14.25	N82° 00' 44"E
C22	15.18	125.00	15.18	N84° 54' 48"W
C23	70.02	275.00	69.83	S84° 18' 45"W
C24	81.11	275.00	80.82	S68° 34' 05"W
C25	41.57	25.00	36.95	S72° 14' 26"E
C26	33.53	50.00	32.91	N43° 48' 46"W
C27	35.76	50.00	35.00	N83° 30' 49"W
C28	35.76	50.00	35.00	S55° 30' 43"W
C29	35.76	50.00	35.00	S14° 32' 14"W
C30	49.36	50.00	47.38	S34° 14' 01"E
C31	41.57	25.00	36.95	N14° 52' 33"W
C32	11.61	275.00	11.60	S31° 33' 23"W
C33	91.62	275.00	91.20	S20° 48' 10"W
C34	56.15	275.00	56.05	S05° 24' 34"W
C35	21.03	25.00	20.41	N23° 39' 19"E
C36	12.92	50.00	12.88	S40° 20' 58"W
C37	42.60	50.00	41.32	S08° 32' 27"W
C38	37.05	50.00	36.21	S37° 05' 49"E
C39	52.36	50.00	50.00	S88° 19' 37"E
C40	46.12	50.00	44.50	N35° 14' 54"E
C41	42.60	50.00	41.32	N15° 35' 03"W
C42	7.54	50.00	7.53	N44° 18' 38"W
C43	21.03	25.00	20.41	S24° 32' 04"E
C44	40.16	25.00	35.98	S45° 35' 01"W
C45	40.91	225.00	40.86	N83° 11' 03"W
C46	184.20	225.00	179.10	N54° 31' 17"W
C47	48.60	275.00	48.53	S36° 07' 48"E
C48	70.50	275.00	70.31	S48° 32' 12"E
C49	78.64	275.00	78.37	S64° 04' 22"E
C50	140.09	275.00	138.58	S86° 51' 31"E
C51	36.39	25.00	33.26	N59° 45' 17"W
C52	21.03	25.00	20.41	N06° 02' 15"E
C53	69.29	50.00	63.87	S09° 33' 56"E
C54	42.71	50.00	41.42	S73° 44' 03"E
C55	39.72	50.00	38.69	N59° 02' 05"E
C56	59.98	50.00	56.45	N01° 54' 22"E
C57	29.48	50.00	29.06	N49° 21' 17"W
C58	21.03	25.00	20.41	S42° 09' 07"E
C59	31.26	950.00	31.25	S17° 06' 53"E
C60	78.26	950.00	78.23	S13° 48' 44"E
C62	50.95	1050.00	50.95	S12° 50' 34"E
C63	40.48	25.00	36.20	N32° 09' 26"E
C64	245.32	225.00	233.35	S70° 13' 04"E
C65	31.08	225.00	31.06	S35° 01' 31"E
C66	35.31	275.00	35.29	N34° 44' 48"W
C67	33.60	275.00	33.58	N41° 55' 31"W
C68	31.42	25.00	29.39	S09° 25' 34"E

LOT CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD LENGTH	CHORD DIRECTION
C69	28.89	50.00	28.49	N10° 01' 20"E
C70	35.76	50.00	35.00	N27° 00' 57"W
C71	48.51	50.00	46.63	N75° 17' 44"W
C72	37.73	50.00	36.84	S55° 17' 41"W
C73	31.42	25.00	29.39	N69° 40' 38"E
C74	28.60	275.00	28.59	N77° 18' 10"W
C75	38.93	275.00	38.90	N84° 20' 16"W
C76	38.38	25.00	34.72	S44° 24' 59"E
C77	93.04	225.00	92.38	S11° 24' 28"W
C78	212.92	225.00	205.07	S50° 21' 51"W
C79	55.50	225.00	55.36	S84° 32' 26"W
C80	100.72	75.00	93.32	N49° 55' 22"W
C82	122.07	2758.27	122.06	N16° 00



Q:\A2431.0024\Survey\Record Plat\A2431.0024-FP.dwg, Aug. 30, 2024 - 2:39:06pm
 Q:\A2431.0024\Survey\Record Plat\A2431.0024-FP.dwg, SHEET 4, alexc, Aug. 30, 2024 - 2:39:06pm

DATE	12-11-2023
FILE #	1
CONTRACT #	A2431.0024
DRAWN BY	DC
CHECKED BY	RJD
Moore Bass Consulting	

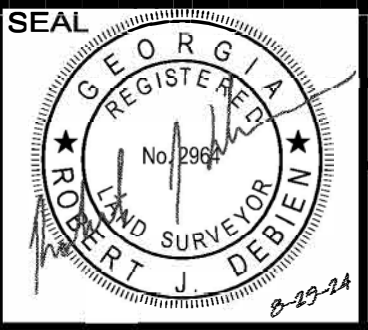
REVISIONS
1. REVISED PER CITY COMMENTS: 3-13-2024
2. REVISED PER CITY COMMENTS: 6-4-2024
3. REVISED PER CITY COMMENTS: 7-10-2024
4. REVISED PER CITY COMMENTS: 8-5-2024
5. REVISED PER CITY COMMENTS: 8-29-2024
6. REVISED PER CITY COMMENTS: 8-30-2024

The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.

SHEET TITLE

FINAL PLAT

LAND LOT 18, 6TH DISTRICT
PEACHTREE CITY, FAYETTE COUNTY, GA



PROJECT
MILL FARMS
PEACHTREE CITY, GEORGIA

CLIENT NAME
REDWINE DEVELOPMENT LLC
140 VILLAGE CIRCLE
SENOIA, GEORGIA 30276



- Civil Engineering
- Land Surveying
- Development Consulting
- Landscape Architecture
- Environmental Permitting

www.moorebass.com
 TALLAHASSEE • ATLANTA

1350 Keys Ferry Court
 McDonough, GA 30253
 770.914.9394

SHEET
4
OF
8



THIS BOX IS RESERVED FOR THE CLERK OF SUPERIOR COURT RECORDING INFORMATION

100' GEORGIA POWER COMPANY EASEMENT (OHARA - SENOIA TRANSMISSION LINE N-308-2)

10' RIGHT-OF-WAY DEDICATION #2
0.19 AC.
8,132 SQ. FT.

OPEN SPACE 3
0.28 ACRES
(12,115 SQ. FT.)
OWNED & MAINTAINED BY THE HOA.

OPEN SPACE 2
5.87 ACRES
(255,872 SQ. FT.)
OWNED & MAINTAINED BY THE HOA.
DOES NOT INCLUDE POND AREAS A OR B

POND A
(TO BE DEDICATED TO PEACHTREE CITY)
1.04 ACRES
(45,222 SQ. FT.)

SWMF A
TOP OF DAM: 802.25
BOTTOM OF POND: 787.00
PERMANENT POOL: 791.92
25 YR. PONDING: 799.38
100 YR. PONDING: 801.06

POND B
(TO BE DEDICATED TO PEACHTREE CITY)
0.62 ACRES
(26,794 SQ. FT.)

GREENBELT NOTE
CITY GREENBELT AREAS TO BE DEDICATED TO PEACHTREE CITY.

GRAPHIC SCALE
1 inch = 60 ft.

Q:\A2431\0024\Survey\Record Plat\A2431.0024-FP.dwg, SHEETS, alexc, Aug 30, 2024 - 2:39:18pm

DATE	12-11-2023
FILE #	1
CONTRACT #	A2431.0024
DRAWN BY	DC
CHECKED BY	RJD
© Moore Bass Consulting	

REVISIONS	
1.	REVISED PER CITY COMMENTS: 3-13-2024
2.	REVISED PER CITY COMMENTS: 6-4-2024
3.	REVISED PER CITY COMMENTS: 7-10-2024
4.	REVISED OER CITY COMMENTS: 8-5-2024
5.	REVISED PER CITY COMMENTS: 8-29-2024
6.	REVISED PER CITY COMMENTS: 8-30-2024

The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.

SHEET TITLE
FINAL PLAT
LAND LOT 18, 6TH DISTRICT
PEACHTREE CITY, FAYETTE COUNTY, GA



PROJECT
MILL FARMS
PEACHTREE CITY, GEORGIA
CLIENT NAME
REDWINE DEVELOPMENT LLC
140 VILLAGE CIRCLE
SENOIA, GEORGIA 30276



• Civil Engineering
• Land Surveying
• Development Consulting
• Landscape Architecture
• Environmental Permitting
www.moorebass.com
TALLAHASSEE • ATLANTA
1350 Keys Ferry Court
McDonough, GA 30253
770.914.9394

SHEET
5
OF
8

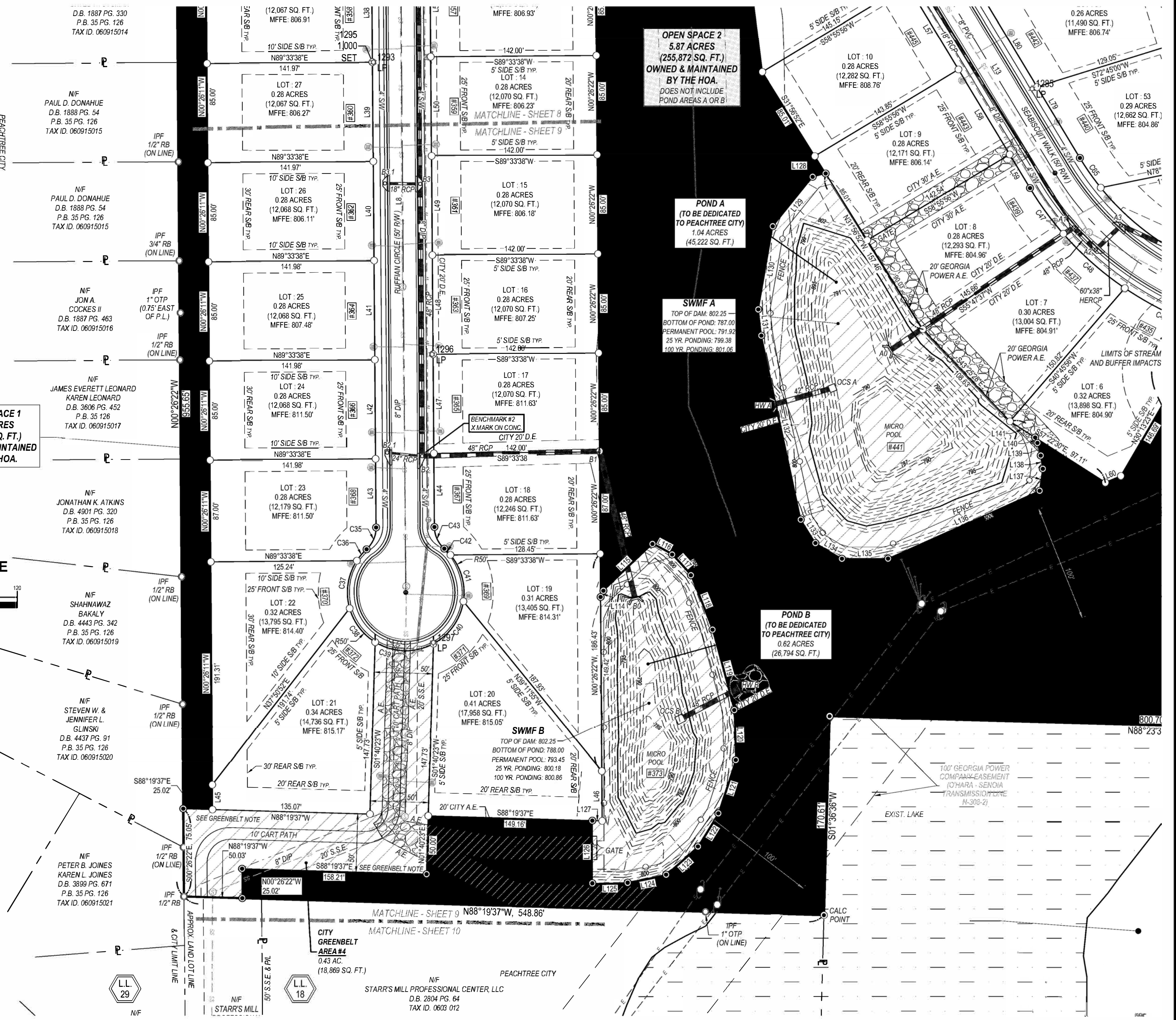
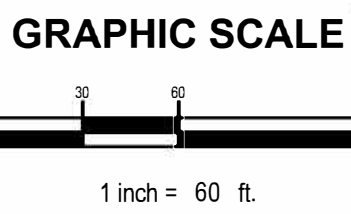
THIS BOX IS RESERVED FOR THE CLERK OF SUPERIOR COURT RECORDING INFORMATION.

GREENBELT NOTE
CITY GREENBELT AREAS TO BE DEDICATED TO PEACHTREE CITY.

LEGEND

- D.B. DEED BOOK
- P.B. PLAT BOOK
- PG. PAGE
- LL. LAND LOT
- OT.P. OPEN TOP PIPE
- RB. REBAR
- IPF. IRON PIN FOUND
- PS. 1/2" REBAR W/IC LSF 001179
- CTP. CRIMP TOP PIPE
- C&G. CURB & GUTTER
- R/W. RIGHT OF WAY
- N/F. NOW OR FORMERLY
- E. OVERHEAD POWER LINE
- CMP. CORRUGATED METAL PIPE
- SWMF. STORMWATER MANAGEMENT FACILITY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- RCP. REINFORCED CONCRETE PIPE
- DIP. DUCTILE IRON PIPE
- PVC. POLYVINYL CHLORIDE PIPE
- HDPE. HIGH DENSITY POLYETHYLENE PIPE
- E. EASEMENT
- ID. IDENTIFICATION
- B.S.L. BUILDING SETBACK LINE
- B.O.C. BACK OF CURB
- C. CURVE LABEL
- CI. CURB INLET
- D.E. DRAINAGE EASEMENT
- A.E. ACCESS EASEMENT
- E.O.P. EDGE OF PAVEMENT
- FH. FIRE HYDRANT
- L. LINE LABEL
- S/B. SETBACK
- PKS. PK NAIL SET
- S.S.E. SANITARY SEWER EASEMENT
- U.E. UTILITY EASEMENT
- REF. REFERENCE
- CO. SEWER CLEAN OUT
- SQ. FT. SQUARE FOOT
- FT. FEET
- IPF. IRON PIN FOUND (IPF)
- IPF. IRON PIN SET (IPS)
- IPF. CALCULATED POINT
- IPF. POWER POLE (PP)
- IPF. FIRE HYDRANT (FH)
- IPF. WATER VALVE (WV)
- IPF. WATER METER (WM)
- IPF. JUNCTION BOX (JB)
- IPF. SANITARY SEWER MANHOLE (SSMH)
- IPF. DROP INLET (DI)
- IPF. CONCRETE RW MONUMENT FOUND (CMF)
- IPF. SINGLE WING CATCH BASIN (SWCB)
- IPF. DOUBLE WING CATCH BASIN (DWCB)
- IPF. HOODED INLET (HI)
- IPF. HEADWALL (HW)
- IPF. FLARED END SECTION (FES)
- IPF. LIGHT POST (LP)
- IPF. YARD INLET (YI)
- IPF. SEWER CLEAN OUT (CO)
- IPF. AREA INLET (AI)
- IPF. WINGED PEDESTAL INLET (WPI)
- IPF. CIRCULAR PEDESTAL INLET (CPI)

OPEN SPACE 1
1.57 ACRES
(68,312 SQ. FT.)
OWNED & MAINTAINED BY THE HOA.



Q:\A2431\0024\Survey\Record Plat\A2431.0024-FP.dwg, SHEET 6, alexc, Aug 30, 2024 - 2:39:23pm

DATE	12-11-2023
FILE #	1
CONTRACT #	A2431.0024
DRAWN BY	DC
CHECKED BY	RJD
© Moore Bass Consulting	

REVISIONS	
1.	REVISED PER CITY COMMENTS: 3-13-2024
2.	REVISED PER CITY COMMENTS: 6-4-2024
3.	REVISED PER CITY COMMENTS: 7-10-2024
4.	REVISED OER CITY COMMENTS: 8-5-2024
5.	REVISED PER CITY COMMENTS: 8-29-2024
6.	REVISED PER CITY COMMENTS: 8-30-2024

The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.

SHEET TITLE
FINAL PLAT
LAND LOT 18, 6TH DISTRICT
PEACHTREE CITY, FAYETTE COUNTY, GA



PROJECT
MILL FARMS
PEACHTREE CITY, GEORGIA

CLIENT NAME
REDWINE DEVELOPMENT LLC
140 VILLAGE CIRCLE
SENOIA, GEORGIA 30276



• Civil Engineering
• Land Surveying
• Development Consulting
• Landscape Architecture
• Environmental Permitting

www.moorebass.com
TALLAHASSEE • ATLANTA

1350 Keys Ferry Court
McDonough, GA 30253
770.914.9394

SHEET
6
OF
8

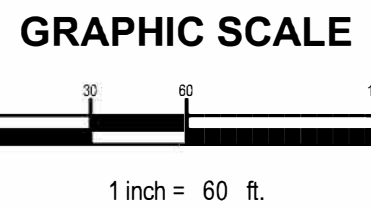
THIS BOX IS RESERVED FOR THE CLERK OF SUPERIOR COURT RECORDING INFORMATION.

GREENBELT NOTE
CITY GREENBELT AREAS TO BE DEDICATED TO PEACHTREE CITY.

LEGEND

- D.B. DEED BOOK
- P.B. PLAT BOOK
- PG. PAGE
- LL. LAND LOT
- OT. OPEN TOP PIPE
- RB. REBAR
- IPF. IRON PIN FOUND
- IPS. 1/2" REBAR W/C LSF 001179
- CTP. CRIMP TOP PIPE
- C&G. CURB & GUTTER
- R/W. RIGHT OF WAY
- NF. NOW OR FORMERLY
- E. OVERHEAD POWER LINE
- CMP. CORRUGATED METAL PIPE
- SWMF. STORMWATER MANAGEMENT FACILITY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- RCP. REINFORCED CONCRETE PIPE
- DP. DUCTILE IRON PIPE
- PVC. POLYVINYL CHLORIDE PIPE
- HOPE. HIGH DENSITY POLYETHYLENE PIPE
- R. PROPERTY LINE
- C. CENTERLINE
- ID. IDENTIFICATION
- B.S.L. BUILDING SETBACK LINE
- B.O.C. BACK OF CURB
- C. CURVE LABEL
- CI. CURB INLET
- D.E. DRAINAGE EASEMENT
- A.E. ACCESS EASEMENT
- E.O.P. EDGE OF PAVEMENT
- FH. FIRE HYDRANT
- L. LINE LABEL
- S/B. SETBACK
- PKS. PK NAIL SET
- S.S.E. SANITARY SEWER EASEMENT
- U.E. UTILITY EASEMENT
- REF. REFERENCE
- CO. SEWER CLEAN OUT
- SQ. FT. SQUARE FOOT
- FEET
- IPF. IRON PIN FOUND (IPF)
- IPF. IRON PIN SET (IPS)
- IPF. CALCULATED POINT
- IPF. POWER POLE (PP)
- IPF. FIRE HYDRANT (FH)
- IPF. WATER VALVE (WV)
- IPF. WATER METER (WM)
- IPF. JUNCTION BOX (JB)
- IPF. SANITARY SEWER MANHOLE (SSMH)
- IPF. DROP INLET (DI)
- IPF. CONCRETE R/W MONUMENT FOUND (CMF)
- IPF. SINGLE WING CATCH BASIN (SWCB)
- IPF. DOUBLE WING CATCH BASIN (DWCB)
- IPF. HOODED INLET (HI)
- IPF. HEADWALL (HW)
- IPF. FLARED END SECTION (FES)
- IPF. LIGHT POST (LP)
- IPF. YARD INLET (YI)
- IPF. SEWER CLEAN OUT (CO)
- IPF. AREA INLET (AI)
- IPF. WINGED PEDESTAL INLET (WPI)
- IPF. CIRCULAR PEDESTAL INLET (CPI)

OPEN SPACE 1
1.57 ACRES
(68,312 SQ. FT.)
OWNED & MAINTAINED
BY THE HOA.



NF
WILSHIRE ESTATES COMMUNITY ASSOC INC
D.B. 2010 PG. 97
P.B. 35 PG. 126
TAX ID. 060912034

NF
MARK WILLIAM ANDERSON
D.B. 3901 PG. 672
P.B. 35 PG. 126
TAX ID. 060915012

NF
THOMAS E HAMMOND
D.B. 4221 PG. 730
P.B. 35 PG. 126
TAX ID. 060915013

NF
SAYED H. STOMAN
D.B. 1887 PG. 330
P.B. 35 PG. 126
TAX ID. 060915014

NF
PAUL D. DONAHUE
D.B. 1888 PG. 54
P.B. 35 PG. 126
TAX ID. 060915015



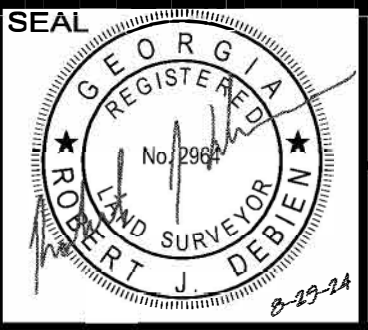
OPEN SPACE 2
5.87 ACRES
(255,872 SQ. FT.)
OWNED & MAINTAINED
BY THE HOA.
DOES NOT INCLUDE
POND AREAS A OR B

DATE	12-11-2023
FILE #	1
CONTRACT #	A2431.0024
DRAWN BY	DC
CHECKED BY	RJD
Moore Bass Consulting	

REVISIONS	
1.	REVISED PER CITY COMMENTS: 3-13-2024
2.	REVISED PER CITY COMMENTS: 6-4-2024
3.	REVISED PER CITY COMMENTS: 7-10-2024
4.	REVISED OER CITY COMMENTS: 8-5-2024
5.	REVISED PER CITY COMMENTS: 8-29-2024
6.	REVISED PER CITY COMMENTS: 8-30-2024

The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.

SHEET TITLE
FINAL PLAT
LAND LOT 18, 6TH DISTRICT
PEACHTREE CITY, FAYETTE COUNTY, GA



PROJECT
MILL FARMS
PEACHTREE CITY, GEORGIA

CLIENT NAME
REDWINE DEVELOPMENT LLC
140 VILLAGE CIRCLE
SENOIA, GEORGIA 30276

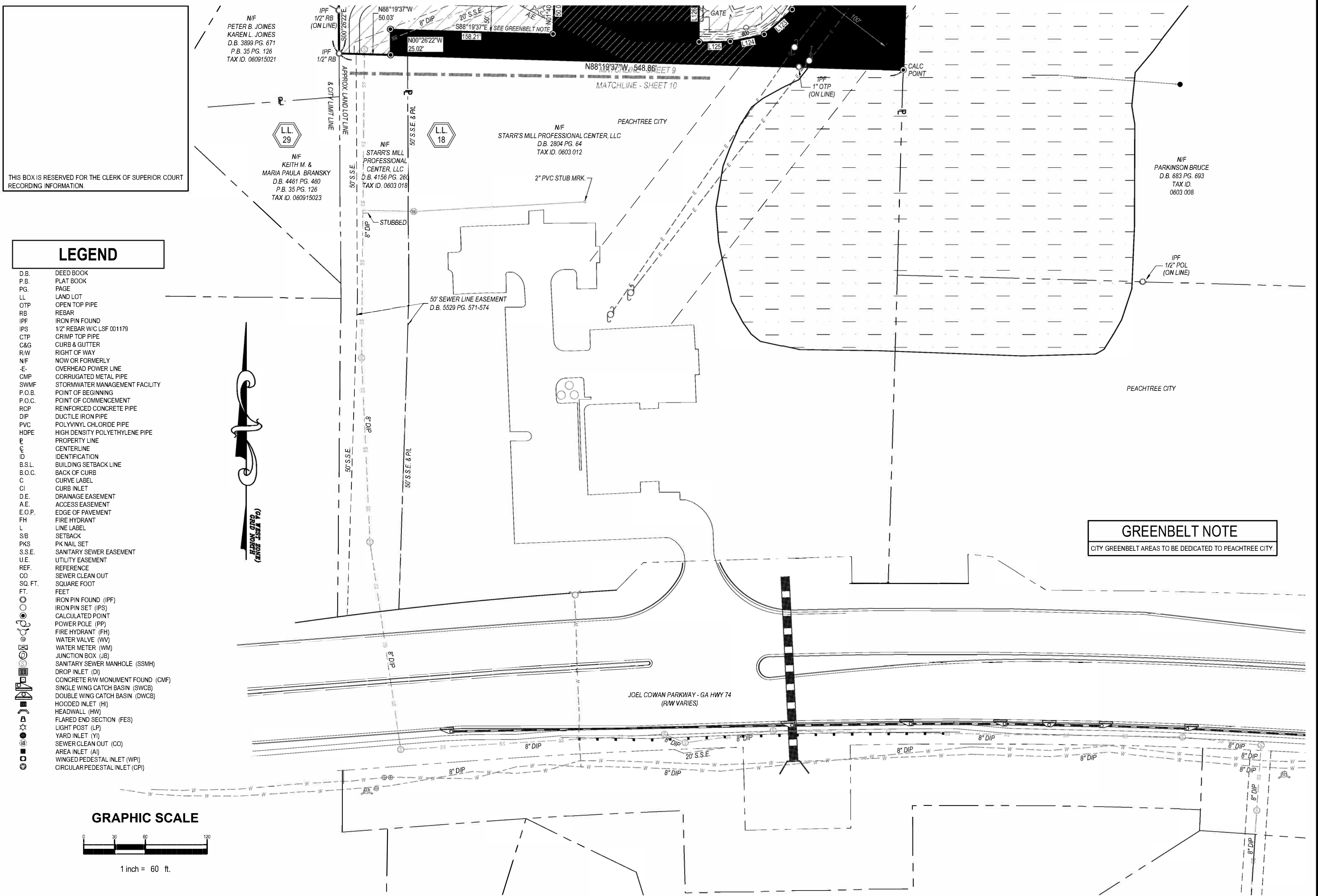
Moore Bass Consulting, Inc.

- Civil Engineering
- Land Surveying
- Development Consulting
- Landscape Architecture
- Environmental Permitting

www.moorebas.com
TALLAHASSEE • ATLANTA

1350 Keys Ferry Court
McDonough, GA 30253
770.914.9394

SHEET	7
OF	8



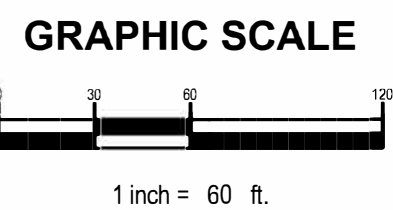
THIS BOX IS RESERVED FOR THE CLERK OF SUPERIOR COURT RECORDING INFORMATION.

LEGEND

- D.B. DEED BOOK
- P.B. PLAT BOOK
- PG. PAGE
- LL. LAND LOT
- OTP. OPEN TOP PIPE
- RB. REBAR
- IPF. IRON PIN FOUND
- IPS. 1/2" REBAR W/C LSF 001179
- CTP. CRIMP TOP PIPE
- C&G. CURB & GUTTER
- R.W. RIGHT OF WAY
- N.F. NOW OR FORMERLY
- E. OVERHEAD POWER LINE
- CMP. CORRUGATED METAL PIPE
- SWMF. STORMWATER MANAGEMENT FACILITY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- RCP. REINFORCED CONCRETE PIPE
- DIP. DUCTILE IRON PIPE
- PVC. POLYVINYL CHLORIDE PIPE
- HDPE. HIGH DENSITY POLYETHYLENE PIPE
- P. PROPERTY LINE
- C. CENTERLINE
- ID. IDENTIFICATION
- B.S.L. BUILDING SETBACK LINE
- B.O.C. BACK OF CURB
- C. CURVE LABEL
- CI. CURB INLET
- D.E. DRAINAGE EASEMENT
- A.E. ACCESS EASEMENT
- E.O.P. EDGE OF PAVEMENT
- FH. FIRE HYDRANT
- L. LINE LABEL
- S.B. SETBACK
- PKS. PK NAIL SET
- S.S.E. SANITARY SEWER EASEMENT
- U.E. UTILITY EASEMENT
- REF. REFERENCE
- CO. SEWER CLEAN OUT
- SQ. FT. SQUARE FOOT
- FEET
- IPF. IRON PIN FOUND (IPF)
- IPS. IRON PIN SET (IPS)
- CP. CALCULATED POINT
- PP. POWER POLE (PP)
- FH. FIRE HYDRANT (FH)
- WV. WATER VALVE (WV)
- WM. WATER METER (WM)
- JB. JUNCTION BOX (JB)
- SSMH. SANITARY SEWER MANHOLE (SSMH)
- DI. DROP INLET (DI)
- CMF. CONCRETE RW MONUMENT FOUND (CMF)
- SWCB. SINGLE WING CATCH BASIN (SWCB)
- DWCB. DOUBLE WING CATCH BASIN (DWCB)
- H. HOODED INLET (H)
- HW. HEADWALL (HW)
- FES. FLARED END SECTION (FES)
- LP. LIGHT POST (LP)
- YI. YARD INLET (YI)
- CO. SEWER CLEAN OUT (CO)
- AI. AREA INLET (AI)
- WPI. WINGED PEDESTAL INLET (WPI)
- CP. CIRCULAR PEDESTAL INLET (CP)



GREENBELT NOTE
CITY GREENBELT AREAS TO BE DEDICATED TO PEACHTREE CITY.



Q:\A2431.0024\Survey\Record Plat\A2431.0024-FP.dwg, SHEETS, alexc, Aug 30, 2024 - 2:39:52pm

DATE	12-11-2023
FILE #	1
CONTRACT #	A2431.0024
DRAWN BY	DC
CHECKED BY	RJD
© Moore Bass Consulting	

REVISIONS	
1.	REVISED PER CITY COMMENTS: 3-13-2024
2.	REVISED PER CITY COMMENTS: 6-4-2024
3.	REVISED PER CITY COMMENTS: 7-10-2024
4.	REVISED OER CITY COMMENTS: 8-5-2024
5.	REVISED PER CITY COMMENTS: 8-29-2024
6.	REVISED PER CITY COMMENTS: 8-30-2024

The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.

SHEET TITLE
FINAL PLAT

LAND LOT 18, 6TH DISTRICT
PEACHTREE CITY, FAYETTE COUNTY, GA



PROJECT
MILL FARMS
PEACHTREE CITY, GEORGIA

CLIENT NAME
REDWINE DEVELOPMENT LLC
140 VILLAGE CIRCLE
SENOIA, GEORGIA 30276



• Civil Engineering
• Land Surveying
• Development Consulting
• Landscape Architecture
• Environmental Permitting

www.moorebass.com
TALLAHASSEE • ATLANTA

1350 Keys Ferry Court
McDonough, GA 30253
770.914.9394

SHEET
8
OF
8

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval to accept the right-of-way dedication known as Tract 2, 0.357 acres, shown on the Right of Way Dedication Plat for Christian Brothers Automotive Corp., Rev. 1, dated June 16, 2024 and the quitclaim deed dated August 19, 2024, per Fayette County Rezoning Resolution No. 1143-05.

Background/History/Details:

The applicant, Christian Brothers Automotive Corp., is seeking to develop the rezoned parcel on the corner of State Route 85 and Price Road (140 Price Road).

To satisfy the conditional rezoning of the parcel, the applicant had a quitclaim deed prepared showing tract 2, 0.357 acres, of right of way dedicated to Fayette County. This right of way is 30 feet from the centerline of Price road along the parcel with the address of 140 Price Road.

What action are you seeking from the Board of Commissioners?

Approval to accept the right-of-way dedication known as Tract 2, 0.357 acres, shown on the Right of Way Dedication Plat for Christian Brothers Automotive Corp., Rev. 1, dated June 16, 2024 and the quitclaim deed dated August 19, 2024, per Fayette County Rezoning Resolution No. 1143-05.

If this item requires funding, please describe:

No funding is required.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Prepared by and Return To:
Coleman Talley LLP
3344 Peachtree Road NE
Suite 1950
Atlanta, Georgia 30326
Attn: Harrison Coleman

Tax Parcel No.

STATE OF GEORGIA

COUNTY OF FAYETTE

QUITCLAIM DEED

THIS INDENTURE, made as of August 19th, 2024, between **BRANDON BARNARD**, an individual resident of the State of Georgia (hereinafter referred to as "**Grantor**"), and **FAYETTE COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as "**Grantee**").

WITNESSETH:

WHEREAS, Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00), and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto Grantee, the following:

ALL THAT TRACT OR PARCEL OF LAND more particularly described on Exhibit A attached hereto and by this reference made a part hereof, such tract being also depicted on Exhibit B attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD the said described premises unto 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 or title to said premises or appurtenances thereto, or any rights thereof.

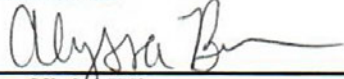
[SIGNATURE ON FOLLOWING PAGE]


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

GRANTOR:

Signed, sealed and delivered in the presence of:

 (SEAL)
BRANDON BARNARD


Unofficial Witness


Notary Public

My commission expires: 02-26-28

(NOTARIAL SEAL)



EXHIBIT A**(Legal Description)**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 70 OF THE 5TH DISTRICT, FAYETTE COUNTY, GEORGIA, AND BEING DESCRIBED AS FOLLOWS;

COMMENCING AT A POINT LOCATED AT THE INTERSECTION OF THE WEST LAND LOT LINE OF LAND LOT 70 AND THE CENTERLINE OF PRICE ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED;

THENCE ALONG THE WEST LAND LOT LINE OF LAND LOT 70, NORTH 00° 24' 48" WEST A DISTANCE OF 40.40' TO 1" ROD FOUND ON THE PROPOSED NORTHERLY 60' RIGHT OF WAY OF PRICE ROAD;

THENCE LEAVING WEST LAND LOT LINE OF LAND LOT 70 ALONG SAID 60' RIGHT OF WAY OF PRICE ROAD, SOUTH 49°38'02" EAST A DISTANCE OF 138.66' TO A POINT;

THENCE CONTINUING ALONG SAID 60' RIGHT OF WAY OF PRICE ROAD, SOUTH 48° 27' 48" EAST A DISTANCE OF 45.53' TO A POINT;

THENCE CONTINUING ALONG SAID 60' RIGHT OF WAY OF PRICE ROAD, SOUTH 50° 41' 31" EAST A DISTANCE OF 43.64' TO A POINT;

THENCE CONTINUING ALONG SAID 60' RIGHT OF WAY OF PRICE ROAD, A CURVE TO THE LEFT HAVING A RADIUS OF 196.69', AN ARC LENGTH OF 115.92', A CHORD BEARING SOUTH 68° 34' 34" EAST, A CHORD LENGTH OF 114.25' TO A POINT;

THENCE CONTINUING ALONG SAID 60' RIGHT OF WAY OF PRICE ROAD, SOUTH 86° 43' 36" EAST A DISTANCE OF 70.31' TO A POINT;

THENCE CONTINUING ALONG PROPOSED NORTHERLY 60' RIGHT OF WAY OF PRICE ROAD, NORTH 88° 14' 50" EAST A DISTANCE OF 110.58' TO A POINT AT THE INTERSECTION OF THE WESTERLY 130' RIGHT OF WAY OF GEORGIA STATE ROUTE 85 AND THE PROPOSED NORTHERLY 60' RIGHT OF WAY OF PRICE ROAD;

THENCE LEAVING SAID INTERSECTION OF THE WESTERLY 130' RIGHT OF WAY OF GEORGIA STATE ROUTE 85 AND PROPOSED NORTHERLY 60' RIGHT OF WAY OF PRICE ROAD, SOUTH 14° 49' 16" WEST A DISTANCE OF 31.04' TO A POINT ON THE CENTERLINE OF PRICE ROAD;

THENCE ALONG SAID CENTERLINE OF PRICE ROAD, SOUTH 88° 06' 22" WEST A DISTANCE OF 103.00' TO A POINT;

THENCE CONTINUING ALONG SAID CENTERLINE OF PRICE ROAD, NORTH 86° 43' 36" WEST A DISTANCE OF 71.99' TO A POINT;

THENCE CONTINUING ALONG SAID CENTERLINE OF PRICE ROAD, A CURVE TO THE RIGHT HAVING A RADIUS OF 226.69', AN ARC LENGTH OF 134.53', A CHORD BEARING NORTH 68° 32' 47" WEST, A CHORD LENGTH OF 132.56' TO A POINT;

THENCE CONTINUING ALONG SAID CENTERLINE OF PRICE ROAD, NORTH 50° 41' 09" WEST A DISTANCE OF 44.17' TO A POINT;

THENCE CONTINUING ALONG SAID CENTERLINE OF PRICE ROAD, NORTH 48° 27' 24" WEST A DISTANCE OF 45.55' TO A POINT;

THENCE CONTINUING ALONG SAID CENTERLINE OF PRICE ROAD, NORTH 49° 56' 07" WEST A DISTANCE OF 112.22' TO A POINT AT THE INTERSECTION OF THE WEST LAND LOT LINE OF LAND LOT 70 AND THE CENTERLINE OF PRICE ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING;

SAID TRACT OR PARCEL CONTAINS 0.357 ACRES (15568 SQ. FT.) MORE OR LESS.

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval to accept the right-of-way dedication of newly constructed internal local roads shown on the Riverbend Overlook Phase II Plat dated January 27, 2022 and the Limited Warranty Deed dated May 11, 2022 per Fayette County Code requirements.

Background/History/Details:

The applicant, MBT Investments, LLC, created a new subdivision on the Riverbend Overlook Phase II Plat located at McDonough Road, Fayetteville, Georgia.

The applicant prepared the Riverbend Overlook Phase II Plat and Limited Warranty Deed showing the newly constructed internal local roads to meet the requirements per Fayette County code, Chapter 104 ARTICLE III - Street Design Standards and Specifications, Section 104-52 (b);(c) - Right of Way, Article XV. - Subdivision Regulations Sec. 104-595 (2)(k). and Sec. 104-596 (c);(32).

What action are you seeking from the Board of Commissioners?

Approval to accept the right-of-way dedication of newly constructed internal local roads shown on the Riverbend Overlook Phase II Plat dated January 27, 2022 and the Limited Warranty Deed dated May 11, 2022 per Fayette County Code requirements.

If this item requires funding, please describe:

No funding is required.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Return Recorded Document to:

MBT Investments, LLC
130 Garden Walk
Stockbridge, GA 30281

STATE OF GEORGIA

COUNTY OF HENRY

LIMITED WARRANTY DEED

THIS INDENTURE, made this 11th day of May 2022, by and between MBT INVESTMENTS, LLC, a Georgia limited liability company, hereinafter referred to as "GRANTOR", as property owners of certain land in the County of Fayette (Deed Book 101, Page 301-8 in the Deed Records of Fayette County); and FAYETTE COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as "GRANTEE" (GRANTOR and GRANTEE to include their respective heirs, successors and assigns where the context requires or permits).

WITNESS THAT: Grantor, for and in consideration of the sum of **TEN (\$10.00) DOLLARS** and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, alienated, conveyed, and confirmed, and by these presents does hereby grant, bargain, sell, alienate, convey and confirm unto the said Grantee the following streets and roadways:

All that tract or parcel of land, lying and being situate in Land Lots 140 & 141 of the 5th Land District of Fayette County, Georgia, being more particularly described as follows;

Commencing at a 5/8-inch rebar found at the corner common to Land Lots 117, 118, 139 & 140 of said 5th Land District, said rebar having Georgia State Plane Grid coordinates (West Zone, NAD83) of 1,256,040.13 (northing) and 2,224,832.88 (easting); thence N00°53'22"E for a distance of 878.84 feet to a point; thence S89°21'00"E for a distance of 520.00 feet to a point; thence N00°28'17"E for a distance of 1058.80 feet to a point on the southerly line of a proposed 100' r/w widening (currently 80'); thence continuing along said proposed right of way of McDonough Road S83°37'34"E for a distance of 10.86 feet to a point; thence N 81°48'51"E for a distance of 395.63 feet to a point, thence along a curve to the right a length of 572.99 feet, a radius of 4449.86 feet, being subtended by a chord bearing N85°30'11"E for a distance of 572.60 feet to a point; thence N89°11'31"E for a distance of 585.14 feet to the **POINT OF BEGINNING** for this tract of land; thence leaving said proposed right of way of McDonough Road along a curve to the right a length of 31.48 feet, a radius of 20.00 feet, being subtended by a chord bearing S45°43'10"E for a

distance of 28.33 feet to a point; thence $S00^{\circ}37'50''E$ for a distance of 54.60 feet to a point; thence along a curve to the right a length of 65.47 feet, a radius of 182.00 feet, being subtended by a chord bearing $S09^{\circ}40'30''W$ for a distance of 65.12 feet to a point; thence $S19^{\circ}58'51''W$ for a distance of 365.85 feet to a point; thence along a curve to the left a length of 178.55 feet, a radius of 242.00 feet, being subtended by a chord bearing $S01^{\circ}09'22''E$ for a distance of 174.53 feet to a point; thence $S22^{\circ}17'35''E$ for a distance of 96.26 feet to a point; thence along a curve to the left a length of 31.42 feet, a radius of 20.00 feet, being subtended by a chord bearing $S22^{\circ}42'25''W$ for a distance of 28.28 feet to a point; thence $S67^{\circ}42'25''W$ for a distance of 312.00 feet to a point; thence $S22^{\circ}17'35''E$ for a distance of 60.00 feet to a point; thence $N67^{\circ}42'25''E$ for a distance of 312.00 feet to a point; thence along a curve to the right a length of 31.42 feet, a radius of 20.00 feet, being subtended by a chord bearing $S67^{\circ}17'35''E$ for a distance of 28.28 feet to a point; thence $S22^{\circ}17'35''E$ for a distance of 91.12 feet to a point; thence along a curve to the left a length of 154.04 feet, a radius of 530.00 feet, being subtended by a chord bearing $S30^{\circ}37'10''E$ for a distance of 153.50 feet to a point; thence $S39^{\circ}47'13''E$ for a distance of 125.02 feet to a point; thence $S39^{\circ}48'28''E$ for a distance of 123.48 feet to a point; thence along a curve to the right a length of 97.18 feet, a radius of 470.00 feet, being subtended by a chord bearing $S33^{\circ}25'26''E$ for a distance of 97.01 feet to a point; thence $S27^{\circ}30'00''E$ for a distance of 75.66 feet to a point; thence along a curve to the right a length of 17.91 feet, a radius of 20.00 feet, being subtended by a chord bearing $S01^{\circ}50'28''E$ for a distance of 17.32 feet to a point; thence along a curve to the left a length of 196.27 feet, a radius of 60.00 feet, being subtended by a chord bearing $S69^{\circ}53'48''E$ for a distance of 119.75 feet to a point; thence along a curve to the right a length of 17.91 feet, a radius of 20.00 feet, being subtended by a chord bearing $N42^{\circ}02'53''E$ for a distance of 17.32 feet to a point; thence $N67^{\circ}42'25''E$ for a distance of 304.91 feet to a point; thence along a curve to the right a length of 77.49 feet, a radius of 182.00 feet, being subtended by a chord bearing $N79^{\circ}54'14''E$ for a distance of 76.90 feet to a point; thence $S87^{\circ}53'56''E$ for a distance of 359.08 feet to a point; thence along a curve to the right a length of 17.91 feet, a radius of 20.00 feet, being subtended by a chord bearing $S62^{\circ}14'24''E$ for a distance of 17.32 feet to a point; thence along a curve to the left a length of 295.98 feet, a radius of 60.00 feet, being subtended by a chord bearing $N02^{\circ}06'04''E$ for a distance of 75.00 feet to a point; thence along a curve to the right a length of 17.91 feet, a radius of 20.00 feet, being subtended by a chord bearing $S66^{\circ}26'32''W$ for a distance of 17.32 feet to a point; thence $N87^{\circ}53'56''W$ for a distance of 359.08 feet to a point; thence along a curve to the left a length of 103.03 feet, a radius of 242.00 feet; being subtended by a chord bearing $S79^{\circ}54'14''W$ for a distance of 102.26 feet to a point; thence $S67^{\circ}42'25''W$ for a distance of 315.32 feet to a point; thence along a curve to the right a length of 39.96 feet, a radius of 27.00 feet, being subtended by a chord bearing $N69^{\circ}53'48''W$ for a distance of 36.41 feet to a point; thence $N27^{\circ}30'00''W$ for a distance of 86.06 feet to a point; thence along a curve to the left a length of 113.92 feet, a radius of 530.00 feet, being subtended by a chord bearing $N33^{\circ}39'27''W$ for a distance of 113.70 feet to a point; thence $N39^{\circ}48'54''W$ for a distance of 236.63 feet to a point; thence along a curve to the right a length of 143.73 feet, a radius of 470.00 feet, being subtended by a chord bearing $N31^{\circ}03'15''W$ for a distance of 143.17 feet to a point; thence $N22^{\circ}17'35''W$ for a distance of 91.12 feet to a point; thence along a curve to the right a length of 31.42 feet, a radius of 20.00 feet, being subtended by a chord bearing $N22^{\circ}42'25''E$ for a distance of 28.28 feet to a point; thence $N67^{\circ}42'25''E$ for a distance of 521.50 feet to a point; thence $N22^{\circ}17'35''W$ for a distance of 60.00 feet to a point; thence $S67^{\circ}42'25''W$ for a distance of 521.50 feet to a point; thence along a curve to the right a

length of 31.42 feet, a radius of 20.00 feet, being subtended by a chord bearing N67°17'35"W for a distance of 28.28 feet to a point; thence N22°17'35"W for a distance of 96.26 feet to a point; thence along a curve to the right a length of 134.28 feet, a radius of 182.00 feet, being subtended by a chord bearing N01°09'22"W for a distance of 131.26 feet to a point; thence N19°58'51"E for a distance of 365.85 feet to a point; thence along a curve to the left a length of 87.06 feet, a radius of 242.00 feet, being subtended by a chord bearing N09°40'30"E for a distance of 86.59 feet to a point; thence N00°37'50"W for a distance of 54.91 feet to a point; thence along a curve to the right a length of 31.35 feet, a radius of 20.00 feet, being subtended by a chord bearing N44°16'50"E for a distance of 28.24 feet to a point on the aforementioned right of way of McDonough Road; thence continuing along said right of way of McDonough Road S89°11'31"W for a distance of 100.00 feet to the **POINT OF BEGINNING**.

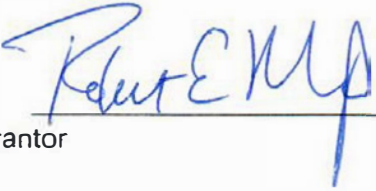
Said tract of land contains 214,149 square feet, or 4.916 acres, more or less.

. This instrument shall be binding upon the heirs, successors and assigns of the GRANTOR herein, and shall inure to the benefit of the successors in interest of the GRANTEE herein.


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 proper use, benefit and behoof of the said Grantees 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, and said Grantee only, against the claims of all persons whatsoever.

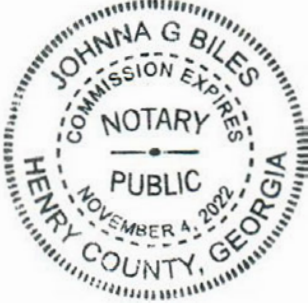
IN WITNESS, WHEREOF, the GRANTOR has signed and sealed this Limited Warranty Deed; the day and year first above written.

By: 
Grantor

Signed, sealed
and delivered in
the presence
of:


Witness


Notary Public (SEAL)



COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval to accept the right-of-way dedication of newly constructed internal local roads shown on the Riverbend Overlook Phase III Plat dated March 28, 2024 and the Limited Warranty Deed dated June 24, 2024 per Fayette County Code requirements.

Background/History/Details:

The applicant, MBT Investments, LLC, created a new subdivision on the Riverbend Overlook Phase III Plat located at McDonough Road, Fayetteville, Georgia.

The applicant prepared the Riverbend Overlook Phase III Plat and Limited Warranty Deed showing the newly constructed internal local roads to meet the requirements per Fayette County code, Chapter 104 ARTICLE III - Street Design Standards and Specifications, Section 104-52 (b);(c) - Right of Way, Article XV. - Subdivision Regulations Sec. 104-595 (2)(k). and Sec. 104-596 (c);(32).

What action are you seeking from the Board of Commissioners?

Approval to accept the right-of-way dedication of newly constructed internal local roads shown on the Riverbend Overlook Phase III Plat dated March 28, 2024 and the Limited Warranty Deed dated June 24, 2024 per Fayette County Code requirements.

If this item requires funding, please describe:

No funding is required.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Return Recorded Document to:

**MBT Fayette, LLC
130 Garden Walk
Stockbridge, GA 30281**

STATE OF GEORGIA

COUNTY OF HENRY

WARRANTY DEED

THIS INDENTURE, this 24th day of June 2024, by and between MBT FAYETTE, LLC, a Georgia limited liability company, hereinafter referred to as "GRANTOR and FAYETTE COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as "GRANTEE" (GRANTOR and GRANTEE to include their respective heirs, successors and assigns where the context requires or permits).

WITNESS THAT: Grantor, for and in consideration of the sum of **TEN (\$10.00) DOLLARS** and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, alienated, conveyed, and confirmed, and by these presents does hereby grant, bargain, sell, alienate, convey and confirm unto the said Grantee the following streets and roadways:

Riverbend Overlook Phase 3
Road Dedication – Portion of Cooper Cove West
Legal Description

All that tract or parcel of land, lying and being situate in Land Lots 140 & 141 of the 5th Land District of Fayette County, Georgia, being more particularly described as follows:

Commencing at a 5/8-inch rebar found at the corner common to Land Lots 117, 118, 139 & 140 of said 5th Land District, said rebar having Georgia State Plane Grid coordinates (West Zone, NAD83) of 1,256,040.13 (northing) and 2,224,832.88 (easting); thence N00°53'22"E for a distance of 878.84 feet to a point; thence S89°21'00"E for a

distance of 520.00 feet to a point; thence $N00^{\circ}28'17''E$ for a distance of 1058.80 feet to a point on the southerly line of a proposed 100' r/w widening (currently 80'); thence continuing along said proposed right of way of McDonough Road $S83^{\circ}37'34''E$ for a distance of 10.86 feet to a point; thence along a curve to the right a length of 572.99 feet, a radius of 4449.86 feet, being subtended by a chord bearing $N85^{\circ}30'11''E$ for a distance of 572.60 feet to a point; thence $N89^{\circ}11'31''E$ for a distance of 585.14 feet to a point; thence leaving said proposed right of way of McDonough Road along a curve to the right a length of 31.48 feet, a radius of 20.00 feet, being subtended by a chord bearing $S45^{\circ}43'10''E$ for a distance of 28.33 feet to a point; thence $S00^{\circ}37'50''E$ for a distance of 54.60 feet to a point; thence along a curve to the right a length of 65.47 feet, a radius of 182.00 feet, being subtended by a chord bearing $S09^{\circ}40'30''W$ for a distance of 65.12 feet to a point; thence $S19^{\circ}58'51''W$ for a distance of 365.85 feet to a point; thence along a curve to the left a length of 178.55 feet, a radius of 242.00 feet, being subtended by a chord bearing $S01^{\circ}09'22''E$ for a distance of 174.53 feet to a point; thence $S22^{\circ}17'35''E$ for a distance of 96.26 feet to a point; thence along a curve to the left a length of 31.42 feet, a radius of 20.00 feet, being subtended by a chord bearing $S22^{\circ}42'25''W$ for a distance of 28.28 feet to a point; thence $67^{\circ}42'25''W$ for a distance of 312.00 feet to the POINT OF BEGINNING for this tract of land; thence $S22^{\circ}17'35''W$ for a distance of 60.00 feet to a point; thence $S67^{\circ}42'25''W$ for a distance of 237.19 feet to a point; thence along a curve to the left a length of 17.91 feet, a radius of 20.00 feet, being subtended by a chord bearing $S42^{\circ}02'53''W$ for a distance of 17.32 feet to a point; thence along a curve to the right a length of 201.73 feet, a radius of 60.00 feet, being subtended by a chord bearing $N67^{\circ}17'35''W$ for a distance of 119.27 feet to a point; thence along a curve to the left a length of 17.91 feet, a radius of 20.00 feet, being subtended by a chord bearing $N03^{\circ}21'57''E$ for a distance of 17.32 feet to a point; thence $N22^{\circ}17'35''W$ for a distance of 447.32 feet to a point; thence along a curve to the left a length of 17.91 feet, a radius of 20.00 feet, being subtended by a chord bearing $N47^{\circ}57'07''W$ for a distance of 17.32 feet to a point; thence along a curve to the right a length of 295.98 feet, a radius of 60.00 feet, being subtended by a chord bearing $^{\circ}N67^{\circ}42'25''E$ for a distance of 75.00 feet to a point; thence along a curve to the left a length of 17.91 feet, a radius of 20.00 feet, being subtended by a chord bearing $S03^{\circ}21'57''W$ for a distance of 17.32 feet to a point; thence $S22^{\circ}17'35''E$ for a distance of 452.77 feet to a point; thence along a curve to the left a length of 42.41 feet, a radius of 27.00 feet, being subtended by a chord bearing $S67^{\circ}17'35''E$ for a distance of 38.18 feet to a point; thence $N67^{\circ}42'25''E$ for a distance of 242.64 feet to the POINT OF BEGINNING.

Said tract of land contains 64,533 square feet, or 1.481 acres, more or less.

AND

Riverbend Overlook Phase 3
Road Dedication – Portion of Cooper Cove East
Legal Description

All that tract or parcel of land, lying and being situate in Land Lots 140 & 141 of the 5th Land District of Fayette County, Georgia, being more particularly described as follows; Commencing at a 5/8-inch rebar found at the corner common to Land Lots 117, 118, 139 & 140 of said 5th Land District, said rebar having Georgia State Plane Grid coordinates (West Zone, NAD83) of 1,256,040.13 (northing) and 2,224,832.88 (easting); thence $N00^{\circ}53'22''E$ for a distance of 878.84 feet to a point; thence $S89^{\circ}21'00''E$ for a distance of 520.05 feet to a point; thence $N00^{\circ}28'17''E$ for a distance of 1058.80 feet to a point on the southerly line of a proposed 100' r/w widening (currently 80'); thence continuing along said proposed right of way of McDonough Road $S83^{\circ}37'34''E$ for a distance of 10.86 feet to a point; thence along a curve to the right a length of 572.99 feet, a radius of 4449.86 feet, being subtended by a chord bearing $N85^{\circ}30'11''E$ for a distance of 572.60 feet to a point; thence $N89^{\circ}11'31''E$ for a distance of 685.14 feet to a point; thence leaving said proposed right of way of McDonough Road along a curve to the left a length of 31.35 feet, a radius of 20.00 feet, being subtended by a chord bearing $S44^{\circ}16'50''W$ for a distance of 28.24 feet to a point; thence $S00^{\circ}37'50''E$ for a distance of 54.91 feet to a point; thence along a curve to the right a length of 87.06 feet, a radius of 242.00 feet, being subtended by a chord bearing $S09^{\circ}40'30''W$ for a distance of 86.59 feet to a point; thence $S19^{\circ}58'51''W$ for a distance of 365.85 feet to a point; thence along a curve to the left a length of 134.28 feet, a radius of 182.00 feet, being subtended by a chord bearing $S01^{\circ}09'22''E$ for a distance of 131.26 feet to a point; thence $S22^{\circ}17'35''E$ for a distance of 96.26 feet to a point; thence along a curve to the left a length of 31.42 feet, a radius of 20.00 feet, being subtended by a chord bearing $S67^{\circ}17'35''E$ for a distance of 28.28 feet to a point; thence $N67^{\circ}42'25''E$ for a distance of 521.50 feet to the POINT OF BEGINNING for this tract of land; thence $N67^{\circ}42'25''E$ for a distance of 26.00 feet to a point; thence along a curve to the right a length of 225.65 feet, a radius of 530.00 feet, being subtended by a chord bearing $N79^{\circ}54'14''E$ for a distance of 225.65 feet to a point; thence $S87^{\circ}53'56''E$ for a distance of 461.11 feet to a point; thence along a curve to the left a length of 17.91 feet, a radius of 20.00 feet, being subtended by a chord bearing $N66^{\circ}26'32''E$ for a distance of 17.32 feet to a point; thence along a curve to the right a length of 295.98 feet, a radius of 60.00 feet, being subtended by a chord bearing $S02^{\circ}06'04''W$ for a distance of 75.00 feet to a point; thence along a curve to the left a length of 17.91 feet, a radius of 20.00 feet, being subtended by a chord bearing $N62^{\circ}14'24''W$ for distance of 17.32 feet to a point; thence $N87^{\circ}53'56''W$ for a distance of 461.11 feet to a point; thence along a curve to the left a length of 200.11 feet, a radius of 470.00 feet, being subtended by a chord bearing $S79^{\circ}54'14''W$ for a distance of 198.60 feet to a point; thence $S67^{\circ}42'25''W$ for a distance of 26.00 feet to a point; thence $N22^{\circ}17'35''E$ for a distance of 60.00 feet to the POINT OF BEGINNING.

Said tract of land contains 53,643 square feet, or 1.231 acres, more or less.

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

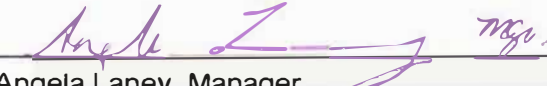
This instrument shall be binding upon the heirs, successors and assigns of the GRANTOR herein, and shall inure to the benefit of the successors in interest of the GRANTEE herein.

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 proper use, benefit and behoof of the said Grantees in Fee Simple.

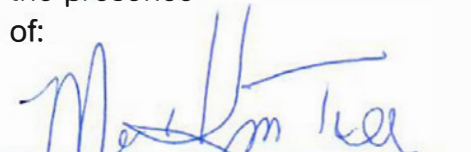
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee, and said Grantee only, against the claims of all persons whatsoever.

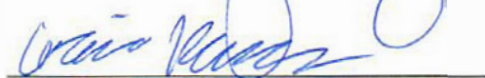
IN WITNESS, WHEREOF, the GRANTOR has signed and sealed this Limited Warranty Deed; the day and year first above written.

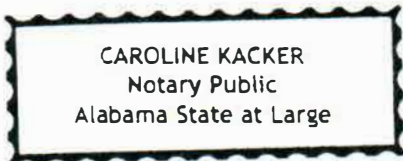
MBT Fayette, LLC

By: 
Angela Laney, Manager

Signed,
sealed and
delivered in
the presence
of:


Witness


Notary Public (SEAL)

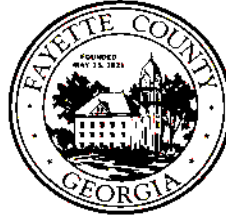


My Commission Expires
December 1, 2027

Consent #18

BOARD OF COUNTY COMMISSIONERS

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

**FAYETTE COUNTY, GEORGIA**

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

140 Stonewall Avenue West
 Public Meeting Room
 Fayetteville, GA 30214

MINUTES

November 14, 2024
 2:00 p.m.

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

OFFICIAL SESSION:**Call to Order**

Chairman Lee Hearn called the November 14, 2024, Board of Commissioners meeting to order at 2:00 p.m. A quorum of the Board was present. Commissioner Charles Rousseau was absent.

Invocation and Pledge of Allegiance by Chairman Lee Hearn

Chairman Hearn offered the invocation and led the audience in the Pledge of Allegiance.

Acceptance of Agenda

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

PROCLAMATION/RECOGNITION:

- Recognition of the winning seniors of the five high schools that participated in the Fayette County Delta Sigma Theta Sorority, Incorporated Alumnae Chapter "Why I Vote" Digital Competition.**

Mrs. Crooks and Mrs. Sheryl Brown of the Fayette County Delta Sigma Theta Sorority, Incorporated Alumnae Chapter expressed their appreciation to the high school students from Fayette County School System who participated in the "Why I Vote" Digital Competition. Mrs. Brown, Chapter President, noted that via this competition students expressed their views on voting through various forms of artistic expression in a 3-minute video submission. The accepted formats included: speeches, monologues, spoken word, poetry, storytelling, songs and rap. She announced that both Alexis Holmes and Shayla Cox from Sandy Creek High School were the winners of the competition and received a \$750 scholarship. Mrs. Brown congratulated them for their efforts and creativity. She concluded thanking everyone who participated and assisted them in making the competition a success.

PUBLIC HEARING:**PUBLIC COMMENT:**

Laura Line of Fayetteville expressed her appreciation for the increase in security during the past election. She noted that it was very calming to know that law-enforcement was present and comforting knowing they [elections staff] were well protected. Ms. Line, speaking as an animal advocate, stated that laundry was an issue at the Shelter and maybe it was something the Board and/or staff could review to improve processing laundry at the facility.

CONSENT AGENDA:

Vice Chairman Gibbons moved to approve the Consent Agenda with the exception of item #4, which was moved to the December 12th BOC Meeting agenda. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Rousseau was absent.

2. **Approval of the 2025 County Commissioner Meeting schedule.**
3. **Approval to add Liberty North subdivision to Fayette County's Street Light Program.**
4. **Approval of the second amendment and renewal of a contract between Fayette County and the Judicial Correction Services (JCS), LLC for probation supervision and rehabilitation services beginning January 1, 2025 and terminating December 31, 2025, with an option to renew for five (5) additional one-year terms.**

This item was moved to the December 12th BOC Meeting.

5. **Approval of the proposed Micro Surfacing Project Agreement between the Town of Brooks and Fayette County.**
6. **Approval of a Purchase Order in the amount of \$95,396.83 to Staples for office furniture at the new Fire Training Classroom Building at the Fire Training Facility; 340 Hewell Road, Jonesboro.**
7. **Approval of a Purchase Order in the amount of \$81,871.59 to Staples for office furniture and equipment for the new Public Health Facility at 245 Booker Avenue, Fayetteville.**
8. **Approval of ACCG-IRMA Bid Proposal for First Responder PTSD Coverage.**
9. **Approval of the October 24, 2024, Board of Commissioners Meeting Minutes.**

OLD BUSINESS:

NEW BUSINESS:

10. **Request to approve Contract #2503-S; USGS Water Flow and Stream Monitoring-FY2025, in the amount of \$263,700, for an annual agreement with the U.S. Department of the Interior Geological Survey (USGS) for surface water monitoring.**

Water System Director, Vanessa Tigert, stated that this item was a request to approve the USGS water flow and stream monitoring contract, in the amount of \$263,700. She noted that this was an annual agreement with the U.S. Department of the Interior Geological Survey (USGS).

Vice Chairman Gibbons moved to approve Contract #2503-S; USGS Water Flow and Stream Monitoring-FY2025, in the amount of \$263,700, for an annual agreement with the U.S. Department of the Interior Geological Survey (USGS) for surface water monitoring. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Rousseau was absent.

11. **Request to adopt Resolution 2024-12 to update a Rate and Fee Schedule kept and maintained at the Fayette County Water System.**

Water System Business Operations Manager, Carrie Gibby, provided a brief presentation regarding the Fayette County Water System Rate and Fee Schedule. She stated that in January 2020 the Board approved an interconnectivity initiative with Integrated Science and Engineering. Components of this initiative included: hydraulic model development, safe yield analysis for long-term water supply demand, and service delivery rate for wholesale water sales. Mrs. Gibby stated that this initiative correlated with compliance with the Water System Interconnection, Redundancy, and Reliability Act, which ensured water

systems could share and/or receive water with adjacent providers. She stated that in 2021, in working with Raftelis, a municipal financial advisor, a wholesale rate analysis was conducted. The analysis evaluated two major components operating costs and capital cost. Operating costs would recover cost jointly attributable to both retail and wholesale customers. While capital cost would recover annual depreciation which represented renewal and replacement of Water System assets. Based on the analysis in October 2022, the Board approved the recommended wholesale rate of \$2.67, reflecting a 10% increase from the previous rate. Mrs. Gibby also advised that at the same time an intergovernmental agreement (IGA) with Coweta County was secured and reflected the \$2.67 wholesale rate. She stated that the Water System staff utilized the Raftelis model to perform a wholesale rate analysis for the Water System based on 2024 data. Based on the analysis of that model, the recommended wholesale rate was \$3.15, reflecting an 18% increase from the previous rate of \$2.67 established in 2022. Mrs. Gibby noted that this wholesale rate was reviewed and approved by the Fayette County Water Committee and would impact City of Fayetteville, Coweta County Water and Sewerage Authority, City of Peachtree City accounts, and future wholesale customers.

Vice Chairman Gibbons moved to approve to adopt Resolution 2024-12 to update a Rate and Fee Schedule kept and maintained at the Fayette County Water System. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Rousseau was absent.

12. Request to increase the Water System's wholesale rate to \$3.15 per 1,000 gallons and send notice of the wholesale rate increase to the City of Fayetteville and City of Peachtree City.

Mrs. Gibby stated that this item was to approve to increase the Water System's wholesale rate to \$3.15 per 1,000 gallons and send notice of the wholesale rate increase to the City of Fayetteville and City of Peachtree City.

Vice Chairman Gibbons moved to approve to increase the Water System's wholesale rate to \$3.15 per 1,000 gallons and send notice of the wholesale rate increase to the City of Fayetteville and City of Peachtree City. Commissioner Oddo seconded.

Commissioner Eric Maxwell stated, as a point of clarity, that the intent of this increase was to cover costs. No profit would be gained via the increase.

Mrs. Gibby stated that was correct.

Vice Chairman Gibbons stated that if there was not a wholesale rate increase then those costs would have to be passed on to other retail customers.

Mrs. Gibby stated that was correct.

Vice Chairman Gibbons moved to approve increase the Water System's wholesale rate to \$3.15 per 1,000 gallons and send notice of the wholesale rate increase to the City of Fayetteville and City of Peachtree City. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Rousseau was absent.

13. Request to amend the Intergovernmental Agreement (IGA) between Fayette County Water System (FCWS) and Coweta County Water and Sewerage Authority (CCWSA) to remove the numerical value for the rate charged for water from the IGA and replace it with the phrase, "wholesale rate."

Mrs. Gibby stated that this request was to amend the intergovernmental agreement (IGA) between Fayette County Water System (FCWS) and Coweta County Water and Sewerage Authority (CCWSA) to remove the numerical value for the rate charged for water from the IGA and replace it with the phrase, "wholesale rate."

Vice Chairman Gibbons moved to approve to amend the Intergovernmental Agreement (IGA) between Fayette County Water System (FCWS) and Coweta County Water and Sewerage Authority (CCWSA) to remove the numerical value for the rate charged for water from the IGA and replace it with the phrase, "wholesale rate." Commissioner Oddo seconded. The motion passed. Commissioner Rousseau was absent.

14. Request to approve the Trilith Tank Illumination Plan and the amount donated by Trilith Development, LLC, from \$1,285,857.29 to a not-to-exceed amount of \$1,659,633.00, to include \$49,657.48 for Phase I installation costs.

Water System Director Vanessa Tigert stated that this item was seeking approval of the Trilith Tank Illumination Plan and updating the amount donated by Trilith Development, LLC, from \$1,285,857.29 to a not-to-exceed amount of \$1,659,633.00, to include \$49,657.48 for Phase I installation costs.

Commissioner Oddo moved to approve the Trilith Tank Illumination Plan and the amount donated by Trilith Development, LLC, from \$1,285,857.29 to a not-to-exceed amount of \$1,659,633.00, to include \$49,657.48 for Phase I installation costs. Vice Chairman Gibbons seconded.

Chairman Hearn stated that he did not realize that the tank held 400,000 gallons, which was impressive. He noted that this would help with the county's capacity and an increase in demand around Trilith and the studios. Chairman Hearn stated that one reason for the water tower was so that it could be used as a landmark and the illumination would assist with those efforts.

Commissioner Maxwell stated that he was recently in the area and noticed that water tower had not been lit yet and was anxiously awaiting the completion of this project. He was aware that it was a complex process which translated to the cost for the illumination. Commissioner Maxwell stated that he had not realized how intricate and interesting the world of water towers was. He stated that "there was a lot more to water towers than just water towers; and this was an amazing project."

Commissioner Oddo moved to approve the Trilith Tank Illumination Plan, and the amount donated by Trilith Development, LLC, from \$1,285,857.29 to a not-to-exceed amount of \$1,659,633.00, to include \$49,657.48 for Phase I installation costs. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Rousseau was absent.

15. Request to approve Contract #2036-Q: Fayette County Resurfacing FY2022-Construction; Task Order #2 for EXP US Services, Inc. in the amount of \$201,287.28 for Construction, Engineering, and Inspection (CEI) services for 21TAC Fayette County Resurfacing Project FY 2022.

Public Works Director, Phil Mallon, stated that this was a routine item that had been before the Board several times, regarding the federal aid resurfacing project contract, which included several administrative hurdles. This request was seeking approval to award the contract for construction, engineering, and inspection (CEI) services to the consultant. He advised that they would oversee the construction scheduled to begin in the spring. Mr. Mallon stated that the contract amount for these services was \$201,287.28, however the county would receive reimbursement from the cities on a per mile basis, with an 80% reimbursement through the federal grant. This meant the final cost for the county would be nominal at \$24K.

Chairman Hearn asked what the name of the consulting company was.

Mr. Mallon stated it was EXP US Services, Inc. and noted that they were a group of former Georgia Department of Transportation (GDOT) employees. He stated that they prepared the design plan and helped with the PE phase and will now help with the construction.

Chairman Hearn stated that knowing they had experience, especially being former GDOT employees, gave him confidence in their ability to see this project through the "right way."

Commissioner Maxwell asked for a brief overview of this project because he had said he would not vote for anything that would benefit the City of Peachtree City. He stated that he wanted to understand the history of this project and why the City of Peachtree City was included and if they had to be included or could the project be divided and voted on separately.

Mr. Mallon stated that at this point the project could not be separated. Approval for this project was received in 2019 and preceded some of the current issues with the City of Peachtree City. He stated that the City of Peachtree City was a component

of the nearly 12 miles of roadway to be resurfaced. Mr. Mallon highlighted three roads, specifically Kelly Drive, McIntosh Trail, and Ebenezer Road in Peachtree City that were included in the project and equaled just over 2 miles of resurfacing. He stated that at this point in the project it would cause a major disruption to redo the contract to not include Peachtree City and could potentially cause the County to lose our portion of the federal aid funding.

Commissioner Maxwell stated that he was not an unreasonable person and would not do anything that would cause the County to lose out on funding opportunities. He also stated that in reviewing the contract he noticed that he the City of Peachtree City portion was relatively small.

Mr. Mallon stated that there was no County money being allocated to Peachtree City. The County would act only as a conduit to facilitate the project.

Commissioner Maxwell stated that there was a clear distinction with this item for him in reference to his statements regarding voting for items that would benefit the City of Peachtree City. He noted that the initiation of this project predated the current issues with Peachtree City and no County dollars would be used for this project in support of Peachtree City roads. He stated that Peachtree City would be funding their portion of this project. He noted that he was in support of honoring commitments since this was previously approved in 2019. However, he would not help Peachtree City as long as they continued handling the issue at Crabapple the way they were.

Commissioner Oddo moved to approve Contract #2036-Q: Fayette County Resurfacing FY2022-Construction; Task Order #2 for EXP US Services, Inc. in the amount of \$201,287.28 for Construction, Engineering, and Inspection (CEI) services for 21TAC Fayette County Resurfacing Project FY 2022. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Rousseau was absent.

Vice Chairman Gibbons stated, as a point of clarification for the citizens, that the approval of this item was for consultant services or program management of the company doing the work. This was not the actual resurfacing contract.

16. Request to approve the Intergovernmental Agreement (IGA) to split the cost of the right-of-way acquisition as billed by the Georgia Department of Transportation (GDOT) for the McDonough Road replacement project (2004 SPLOST Project R-10).

Mr. Mallon stated that this request was related to the Georgia Department of Transportation (GDOT) Local Bridge Replacement Program (LOCBR) for the replacement of the McDonough Road bridge. As a part of the program there was a contribution to offset right-of-way cost which totaled \$50K. This item was seeking Board approval to approve an intergovernmental agreement (IGA) with Clayton County for splitting the costs, 50% / 50%, that GDOT billed to Fayette County. Clayton County would reimburse Fayette County \$25,000, which was 50% of the \$50,000 that Fayette County paid towards the right-of-way acquisition costs. Mr. Mallon stated that Clayton County had agreed to these terms. Mr. Mallon outlined two updates to the intergovernmental agreement (IGA) with Clayton County.

Vice Chairman Gibbons moved to approve the Intergovernmental Agreement (IGA) to split the cost of the right-of-way acquisition as billed by the Georgia Department of Transportation (GDOT) for the McDonough Road replacement project (2004 SPLOST Project R-10). Commissioner Oddo seconded. The motion passed 4-0.

Christmas Holiday

Chairman Hearn noted that last year the Board approved giving County employees the week of Christmas off. He noted that the County was so blessed with such great employees that he would like to offer that to County employees again this year.

Mr. Rapson stated that with this approval the Board would be approving three additional holidays.

Commissioner Maxwell stated that essential staff would still be working including the jail/law enforcement and first responders.

Vice Chairman Gibbons moved to close County offices the Week of Christmas, December 23-27, 2024. Board approved unanimously. Commissioner Rousseau was absent.

Commissioner Maxwell stated that the only complaint he received last year was in reference to someone trying to get their tag and was unaware the office was closed during that time.

Mr. Rapson stated that notices about the extended holiday closing would be posted in advance so that residents would be able to plan accordingly.

ADMINISTRATOR'S REPORTS:

- A: Contract #2378-S: Water System Engineer of Record; Task Order 25-02: Ground & Surface Water Landfill Monitoring**
- B: Contract #2445-A: Outdoor Fire Training Props**
- C: Contract #2446-S GIS Professional Support**
- D: Contract #2449-A: Annual rock Contract**
- E: Contract #2457-S: Asphalt Rejuvenator**
- F: Contract #2184-B: Redwine, Bernhard, and S Peachtree Pkwy Roundabout Change Order**

Mr. Rapson stated as a reminder that the remaining BOC meeting in 2024 was on December 12th and would be held at 2:00 p.m., per the 2024 meeting schedule which was approved last year.

Mr. Rapson extended his congratulation to Commissioner Maxwell, Commissioner Oddo, and Chairman Hearn on their re-election.

Mr. Rapson noted that the County had a very high turnout for elections this year and extended a job well done to Elections Director, Brianna Garrett and her team. 75K people showed up to vote during this election season which was 82% of Fayette County's registered voters. He expressed his appreciation to Building & Grounds and the Sheriff's Office staff for their efforts in helping the elections run smoothly.

ATTORNEY'S REPORTS:

Notice of Executive Session: Assistant County Ali Cox stated that there were four items for Executive Session. One item involving pending litigation, one item involving real estate acquisition, one item involving personnel and the review of the October 24, 2024, Executive Session Minutes.

COMMISSIONERS' REPORTS:

Vice Chairman Gibbons

Vice Chairman Gibbons echoed Mr. Rapson's comments and congratulated Commissioner Maxwell, Commissioner Oddo, and Chairman Hearn on their reelection. He stated that it was a pleasure to be able to continue to serve with them.

Commissioner Maxwell

Commissioner Maxwell stated that he did have one personnel item he wanted to add to executive session for discussion. He also extended a thank you to all for his re-election. He stated that this was a very experienced Board and noted that he was pleased with the position the County was in. He announced his desire to run again in four years because he enjoyed serving Fayette County. He concluded stating that he was looking forward to the next four year.

Commissioner Oddo

Commissioner Oddo thanked everyone that voted for him and congratulated both Commissioner Maxwell and Chairman Hearn, as well as everyone else who ran. He noted that this was not an easy feat and running required hard work and continuous effort, win or lose, and stated that they did it because they loved the community. He wished everyone a Happy Thanksgiving.

Vice Chairman Gibbons

Vice Chairman Gibbons noted that Veterans Day was recently celebrated on November 11, and he wanted to extend a thank you to everyone who had served.

Chairman Hearn

Chairman Hearn reiterated comments made regarding everyone's re-election and extended a heartfelt thank you. He noted that he looked forward to continuing to work with his fellow Board members, expressing his appreciation for his colleagues. Chairman Hearn briefly recounted conversation at his recent Atlanta Regional Commission (ARC) meeting regarding data centers. He noted that they discussed the increased demand for power and potential increase in water demand these facilities require.

EXECUTIVE SESSION:

One item involving pending litigation, one item involving real estate acquisition, one item involving personnel and the review of the October 24, 2024, Executive Session Minutes. Commissioner Oddo moved to go into Executive Session. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Rousseau was absent.

The Board recessed into Executive Session at 2:50 p.m. and returned to Official Session at 3:47 p.m.

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

County Administrator Amended Contract

Vice Chairman Gibbons moved to approve an amended contract for the County Administrator. The terms of the amendment would apply to the term of the contract that trigger vacation time, 24-months' severance, and a vehicle allowance (which would include a liability waiver clause). Commissioner Oddo seconded. The motion passed 4-0. Commissioner Rousseau was absent.

Commissioner Maxwell stated that he was very proud to work with Mr. Rapson and valued his expertise, professionalism and experience. Commissioner Maxwell stated that he would be happy to support this motion. He noted that he hoped Mr. Rapson would continue at least another 4-years and hopefully beyond. He stated that he not only appreciated Mr. Rapson but also the comradery amongst his staff.

Vice Chairman Gibbons thanked Mr. Rapson for his leadership. He stated that a great indicator of true leadership was the retention of staff and in this case, it was obvious he was a leadership professional. Vice Chairman Gibbons stated that he was grateful he was in that position and that his contract was being extended.

Commissioner Oddo stated that Fayette County had a great County Manager. He noted that Mr. Rapson had not asked for a salary increase this approval was for a contract extension, which he supported.

Chairman Hearn reiterated previous comments and noted that Mr. Rapson had exceed his expectations. He stated that he appreciated Mr. Rapson's leadership which was demonstrated in the comradery and respect of his staff.

Approval of the October 24, 2024 Executive Session Minutes: Commissioner Oddo moved to approve October 24, 2024 Executive Session Minutes. Vice Chairman Gibbons seconded the motion. The motion passed 4-0. Commissioner Rousseau was absent.

ADJOURNMENT:

Vice Chairman Gibbons moved to adjourn the November 14, 2024 Board of Commissioners meeting. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Rousseau was absent.

The November 14, 2024 Board of Commissioners meeting adjourned at 3:55 p.m.

Marlena M. 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 12th day of December 2024. 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 award Contract #2466-S, Justice Center Buildout - Audio Visual to Sound Principles Pro Multi Media, Inc. in the amount of \$754,700.00, to provide and install audio visual equipment for the third floor of the Justice Center.

Background/History/Details:

In 2023, the Board awarded Contract #2273-S to Sound Principles to install remote meeting equipment, displays, video process, recording and audio/visual equipment in the courtrooms on the second floor of the courthouse. This request is to award Contract #2466-S to continue installation of the equipment within the new courtrooms planned as part of the buildout of the third floor.

There have been needs for audio/visual systems or system expansions for the Historic Courthouse, the new Health Facility and court rooms for the State Court and Superior Court. Each time, Sound Principles was the contractor. This has helped to avoid compatibility, equipment integration, maintenance support and warranty issues that could occur with multiple vendors being involved.

A copy of the "Exception to Competitive Bidding Requirements" is provided as backup.

What action are you seeking from the Board of Commissioners?

Approval to award Contract #2466-S, Justice Center Buildout - Audio Visual to Sound Principles Pro Multi Media, Inc. in the amount of \$754,700.00, to provide and install audio visual equipment for the third floor of the Justice Center.

If this item requires funding, please describe:

Funding is available in project J23AA as part of the 2023 SPLOST.

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

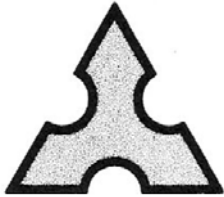
Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

The recent AV system upgrades by this vendor, to the existing courtrooms, has been very well received and a welcomed improvement from the original, antiquated systems. The new equipment is of higher quality, better suited for the intended use and has been more easily operated by Judges, staff and visitors. It is staff's opinion that expansion of this system into the 3rd floor courtrooms (when completed) will assure a uniform AV system throughout the building and one that has proven successful and popular with staff.



Mallett Consulting, Inc.

ENGINEERING - SURVEYING - PROJECT MANAGEMENT

101 DEVANT STREET, SUITE 804
FAYETTEVILLE, GEORGIA 30214

Mr. Steve Rapson – County Administrator
Fayette County, Georgia
140 W. Stonewall Ave
Suite 100
Fayetteville, GA 30214

November 18, 2024

Re: Fayette County Justice Center Buildout
Contract #2466-S, Justice Center Buildout - Audio Visual
Recommendation

Dear Mr. Rapson:

As Project Manager for the Justice Center Buildout project, I have reviewed the proposal issued by Sound Principles Pro Multi Media, Inc., in the amount of \$754,700.00, to provide and install audio video equipment for the new courtrooms planned for the third floor of the Fayette County Justice Center. This work will be implemented as the courtrooms are completed during the upcoming JC Buildout Project.

The systems vendor has also recently completed similar upgrades to the existing audio video systems within the first and second floor courtrooms. This work replaced existing AV equipment that had been in service since the facility opened in 2003. The replacement of antiquated equipment with state-of-the-art systems has been a welcome improvement for judges, staff, attorneys, jurors and visitors. I have had direct feedback from court system officials expressing appreciation for and satisfaction with the new AV improvements.

Similar to HVAC, security, fire alarm, voice & data and other facility-wide systems, there is a significant benefit to choosing equipment that provides reliability, uniformity and service contract compatibility. The AV systems supplied by Sound Principles Pro Multi Media will not only assure these benefits but will also provide continuity with existing systems that staff is already familiar with and has proven to meet the functional needs of the court system.

With this in mind, it is my recommendation that the County accept the proposal offered by Sound Principles Pro Multi Media for audio visual equipment and installation for the Justice Center Buildout Project.

Sincerely,
Mallett Consulting, Inc.


David Jaeger

David Jaeger, PE
Project Manager



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 

Date: December 12, 2024

Subject: Contract #2466-S: Justice Center Buildout – Audio Visual

In 2013 the county issued Request for Proposals #877 for design, installation, and support of an audio and video system for the Commission's public meeting chamber. Sound Principles Pro Multi Media, Inc. was one of nine companies that submitted proposals, and was awarded the contract.

Since that time, there have been needs for audio, video, sound and lighting system installations or upgrades in county facilities. It is not economically or operationally effective to have multiple technologies installed by multiple vendors and supported by several maintenance agreements. For these reasons, it was decided to continue our business relationship with Sound Principles for audio/visual system installations and service.

Fayette County Policies and Procedures, Section 200.01 (Procuring Goods / Services) provides for use of sole source contracts in appropriate situations. One situation that may call for a sole source contract concerns the need for *compatibility*. If equipment purchased under a new contract needs to be compatible with existing equipment or systems, it might be necessary to use the same contractor to ensure seamless integration. A discussion on exceptions to competitive bidding requirements is provided as Attachment 1.

On August 27, 2020 the Board of Commissioners (BOC) awarded Contract #1861-S to Sound Principles for Audio Visual upgrades in Superior Court Rooms, 2A, 2B, and 2C; State Court; Probate Court; Magistrate Court; and Juvenile Court Rooms. This was to respond to changes in procedures necessitated by the COVID-19 pandemic.

On July 13, 2023 the BOC awarded Contract #2273-S to Sound Principles to modernize audio/visual equipment in existing courtrooms. It included Courtroom 1B on the first floor, as well as 2A, 2B, 2C, and 2D on the second floor. This was a result of a statewide effort to address the backlog of court casts. The contract was in the amount of \$610,663.00 which was

Fayette County's portion of the grant through the Judicial Council of Georgia, to be used for existing courtrooms only.

This current request is to award Contract #2466-S to continue installation of the equipment for buildout of the third floor (Attachment 2) for the contract amount of \$754,700.00.

In addition to the benefits of using Sound Principles mentioned above, a financial analysis shows that an apples-to-apples comparison reflects a reduction of 14.3% per court room. The apples-to-apples comparison shows the proposed cost of equipping third-floor courtrooms with the same items as the existing courtrooms in FY 2024. The deleted \$132,652.58 is for additional equipment that was not included in FY 2024.

	<u>FY 2024</u>	<u>FY 2025</u>
Contract Total	\$610,663.00	\$754,700.00
Apples-to-Apples Adjustment	<u>-0-</u>	<u>(132,652.58)</u>
Comparable Contract Amount	610,663.00	622,047.42
Divided by # of Rooms	<u>5 rooms</u>	<u>6 rooms</u>
Cost per Courtroom	\$120,987.00	\$103,674.57 (14.3% reduction)

A Contractor Performance Evaluation for previous work at the Fayette County Library is attached (Attachment 3).

Specifics of the proposed contract are as follows:

Contract Name	#2466-S: Justice Center Buildout – Audio Visual	
Contractor	Sound Principles Pro Multi Media, Inc.	
Contract Amount	\$754,700.00	
Budget:		
Fund	327	2023 SPLOST
Org Code	32720090	Judicial SPLOST
Object	541210	Other Improvements
Project	J23AA	Justice Center Renovation
Available	\$15,344,800	As of 10/24/2024

ATTACHMENT 1

Exceptions to Competitive Bidding Requirements

A trend – both nationally and locally – has been for products and services used by governments to become more complex and technical. This trend has led to increasing numbers of times that a “low bid” purchase might not result in the best outcomes. Procurement and contracting at all levels of government must evolve as the needs of government evolve.

Since World War I, the federal government has been negotiating with vendors for some types of contracts rather than advertise for competitive bids. In part, this is due to the increasing **complexity** of what the government needs to buy. For example, creating a new design of aircraft would not lend itself to a low-bid procurement.

The federal Armed Services Procurement Act of 1947 said that contracts for the military could be **negotiated without advertising** in a wide variety of circumstances. This included procurement of technical equipment, in order to assure **standardization of equipment** and **interchangeability of parts**.

Local government procurements must also evolve with changing needs.

In 1968, the William & Mary Law Review said that a body of “**common law of exceptions**” to competitive bidding requirements in state and local contracts had evolved. Their list included:

1. Contracts requiring special skills (known as Professional Services contracts)
2. Emergencies
3. Contracts specifying unique items
4. Contracts for purchase of utility services
5. Contracts requiring patented items (but solicitations must allow for offers of “equal” items)

In a few instances **Georgia codified law** has explicitly established exceptions to competitive bidding requirements. Examples of exceptions include public works construction projects under \$100,000 and road construction projects under \$200,000. Exceptions for road construction projects also include “engineering or other kinds of professional or specialized services.”

Products and services continue to increase in complexity. Like the federal government, local governments face situations where standardization of equipment, complexity, or compatibility issues are a major factor in making an appropriate purchase. For example:

1. A government facility might have a custom audio-visual setup for presentations and meetings. When they need to expand or upgrade this system, issuing a sole source contract to the original supplier would help assure seamless integration, maintain system

compatibility, and minimize the risk of technical issues arising from third-party modifications.

2. A public library system might have a specific brand of digital signage and audio-visual equipment used for presentations and events. When expanding or upgrading these systems, they might issue a sole source contract to the original vendor to ensure new equipment works seamlessly with the existing setup.

Some states have formally recognized the need for this type of non-competitive procurements through legislation.

1. In 1997, North Carolina passed legislation (S.L. 1997-174) that allowed local governments to issue sole source contracts when **standardization** or **compatibility** is the overriding consideration.
2. State of Washington Law RCW 39.04.280(1) authorizes local governments to waive competitive bidding requirements when a local government has specific technological requirements, such as new equipment that must be **compatible** with existing equipment. It also includes proprietary or custom-built software or information systems. Incidentally, the same law allows local governments in Washington to waive competitive bidding for **special market conditions**, for example good deals that are available for a short time, or a going-out-of-business sale.

In 2013 the county issued Request for Proposals #877 for a vendor to design, install, and support an audio and video system for the Commissioners' public meeting chamber. Twenty-two companies attended a mandatory pre-proposal conference, and nine submitted proposals. The county awarded the resulting contract to Sound Principles Pro Multi Media, Inc.

Since that time, there have been needs for audio/visual systems or system expansions for the Historic Court House, the new Health Facility, and court rooms for the State Court and Superior Court. Each time, Sound Principles was the contractor. This has helped to avoid compatibility, equipment integration, maintenance, support, and warranty issues that could occur with multiple vendors being involved.

Agreement



A/V Consultation - Acoustical Design - Installation

Please visit our site - <http://www.soundprinciplespro.com>

To: Fayette County Purchasing mdomaleski@fayettecountyga.gov
Mary Catherine Domaleski 770 305-5235
140 Stonewall Ave W
Fayetteville, GA 30214

Sales and Installation Agreement

This contract is to certify that Sound Principles Pro Multi Media Inc. agrees to provide and install the equipment as listed on the attached invoice (s).

The Purchaser, **Fayette County Purchasing** represented by **Mary Catherine Domaleski** has agreed to by signing this document, the attached invoice (s) that define all prices and terms laid out in this document. Organization representative also agrees to the payment schedule outlined below. In the event that the Customer, pays the deposit but does not sign this agreement, that payment alone will make this estimate or invoice a binding and enforceable agreement. All deposits are used to order special order items for this project and are non- refundable.

The purchaser understands that our timeline commitments are directly connected to the availability of the building and customer-provided lifts. The installers must have unlimited and unobstructed access to the building without interruption or on site conversations with the location's staff for the entire period of the installation. Sound Principles is not responsible for the removal of objects that hinder our ability to complete the installation. If there is a lack of payment, lack of or delay of access, any schedule and completion dates become null and void. Sound Principles will then work with the purchaser to reschedule installation. Technicians are limited to performing the duties listed on this estimate. Please do not ask technicians to provide other equipment or perform duties outside of this agreement ie: we do not run conduit, drill holes in desk tops, hang other items, adjust existing equipment etc. as our technicians are instructed to perform only listed duties and will decline. We must meet w/ project mgr. to supply electrical, conduit, lift and scheduling needs 60 days before any staging, sheetrock or interior construction begins. In the event of a wall or ceiling failing to hold up equipment, Sound Principles Pro is not liable or responsible for items installed on customer's property or failure of structure to hold the installed equipment safely. Before we start installation, the customer is responsible for confirming ceiling or walls will support the weight of the equipment being installed. If Sound Principles Pro disturbs any area on the customer's property connected with the reasonable process of completing the work, customer must hire and pay for painters, sheetrock repairs or handy man repairs to be executed and completed.

The represented must be present at the start and completion of the job as this will ensure a satisfactory job completion. Upon completion of the install, Sound Principle technicians will perform all instruction quoted. When applicable, installers will need a minimum of 5 work days after flooring / carpet is in, and before pews /chairs go in, without interruption to complete project. At this final stage all floor/carpet must be in media control area, clean and complete, All holes drilled for cable runs and stage area clean and complete.

Projected schedule:

The total cost for this project is	\$754,700.00	
Sound Principles requires an initial deposit of	\$188,675.00	to order equipment needed, arrange staff and set dates on calendar to provide the installation. *If lift or scaffolding is needed, those costs will be billed to customer during installation process. Estimated start date is 90 days from the date deposit is paid.

A second payment of \$188,675.00 will be due when SPP starts work on the project.
A third payment of \$188,675.00 will be due when SPP notifies the County that the project is done.
A final payment of \$188,675.00 plus or minus all changes will be due when County confirms complete. - This timeframe is typically 45-90 days from the time SPP starts work on the property. **If payment is not made at the time of completion, equipment will be un-installed and retained by Sound Principles until payment is made in full.** Sound Principles can enter the premises without legal process if payment has not been made on time. Both parties must approve in writing, any changes to the equipment list or additional requests for other services. Both parties must approve in writing, any changes to the schedule. There are no refunds or returns on items ordered for this project. All Manufacturer's warranties apply for products. Any changes, lack of proper lift, electrical or environment readiness will result in possible The installation is warranted for Five years to be free from any defects in material or workmanship. Change orders can not exceed 5% deduction of gross total agreement amount.

Authorized representative for	Fayette County Purchasing	Date
_____	_____	_____

**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: Sound Principles	Contract Number: 2023-S
Mailing Address: 403A McDonough Parkway	Contract Description or Title: Library Multimedia Studio
City, St, Zip Code: McDonough, GA 30253	Contract Term (Dates) From: October 2021
Phone Number: 770-477-6227	Task Order Number: n/a
Cell Number: N/A	Other Reference:
E-Mail Address: matt@theshowbusiness.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>Michelle Bennett-Copeland</i>	Date of Evaluation: 08/01/2022
Print Name: Michelle Bennett-Copeland	Department/Division: Library
Title: Library Director	Telephone No: 770-305-5333

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to approve Contract #2184-B: Redwine, Bernhard, & Peachtree Parkway Roundabout (17TAL); Change Order #2 for McLeRoy, Inc. in the amount of \$188,394.13 and to transfer \$124,726.39 from 17TAG Intersection Improvements.

Background/History/Details:

See attached November 20, 2024 memorandum.

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to approve McLeRoy, Inc. Change Order #2 under contract #2184-B for the amount of \$188,394.13 and to reallocate \$124,726.39 from 17TAG Intersection Improvements.

If this item requires funding, please describe:

A reallocation of \$124,726.39 from 17TAG Intersection Improvements is required to cover the final pay application and Change Order.

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 Notice to Proceed for Contract #2184-B was issued on February 9, 2023.



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

To: Steve Rapson
Through: Ted L. Burgess 
From: Sherry White 
Date: December 12, 2024
Subject: Contract #2184-B Redwine, Bernhard, & S Peachtree Pkwy Roundabout
Change Order #2: Intersection Improvements

On February 9, 2023, the county entered a contract with McLeRoy, Inc. to upgrade the intersection at Redwine Road, Bernhard Road, & Peachtree Parkway from a four-way stop to a roundabout.

In April 2024 Change Order #1 was issued to remove unsuitable soil and replace it with usable soil.

Change Order #2 is requested to compensate McLeRoy, mainly for two issues:

1. Quantities of materials needed were in excess of estimates for the original contract, mainly quantities of asphalt.
2. In one area, it was determined that "jack and bore" drilling was required, instead of the envisioned open cut method. This was to avoid conflict with another water main, to keep the road open to traffic, and because of wider road sections near the roundabout.

The project required the addition of safety end sections, sod, irrigation repairs and relocations, along with other incidental items necessary for its completion. Together, these additions result in \$188,394.13 being requested to be added to the contract through Change Order #2.

Currently, the project has a remaining balance of \$63,667.74. Staff recommends utilizing \$124,726.39 from Capital Improvement Project (CIP) 17TAG Intersection Improvements to offset the change order. This reallocation will balance the project budget and enable the processing of the final pay application.

Specifics of the proposed contract change order are as follows:

Contract Name #2184-B Redwine, Bernhard, & S Peachtree Pkwy Roundabout
Change Order #2 Intersection Improvements
Contractor McLeRoy, Inc.

Contract Amount

Original Contract	\$3,070,796.21
CO#1 Unsuitable Soils	76,698.69
This Change Order	<u>188,394.13</u>
New Contract Amt.	\$3,335,889.03

Budget:

Fund	322	2017 SPLOST
Org.	32240220	Road SPLOST
Object	541210	Other Improvements
Project	17TAL	Redwine, Bernhard, Peachtree Parkway
Available:	\$188,394.13	Available after requested transfer

To: Steve Rapson, County Manager
Ted Burgess, Director of Purchasing

From: Phil Mallon, Courtney Hassenzahl, Matt Bergen – Public Works

Date: November 20, 2024

Subject: 17TAL – Redwine, Bernhard, & Peachtree Parkway Roundabout
Change Order #2

On January 12, 2023, the BOC awarded Bid #2184-B to McLeRoy, Inc. for construction of a roundabout and paths at the intersection of Redwine Rod, Bernhard Road, and Peachtree Parkway. The contract amount was \$3,070,796.21 and was fully funded with 2017 SPLOST dollars (17TAL). The project is complete, and the final pay application has been processed by staff. A combination of additional quantities (beyond bid estimates) for multiple line items and incidentals needed to complete the project brought the total contract amount to \$3,335,889.03.

The net increase of \$265,092.82 is reflected in two Change Orders.

- Change Order 1 totals \$172,698.69 and was a result of unsuitable soils that had to be removed and replaced with good materials. Over half the amount (\$96,000) was paid from the "Allowance" line item. The balance of \$76,698.69 was a contract increase. Change Order 1 was paid on April 2, 2024.
- Change Order 2 totals \$188,394.13. Nearly 75% of this amount is due to an overall net increase in quantities used over the course of the project. The largest overruns were in asphalt and waterline work. The asphalt overruns totaled nearly \$110,000. The largest cause of the overrun was more area having to be rebuilt as "full depth" instead of "widening". Fayette County and the Project Engineer agreed to the full depth profile due to the location of new storm pipes within the existing roadway which made widening not practical. The waterline work overruns were for greater quantities of jack & bore for a 20-inch diameter pipe. In one area jack & bore was used in lieu of open cut to avoid conflict with another water main, in a second area it was used to keep the road open to traffic, and in a third location more was needed to span the wider road sections near the roundabout.

For the project (17TAL) to have enough money to pay the final pay application, including Change Order #2, staff is recommending the reallocation of \$124,726.39 from SPLOST 2017 Intersection Improvements (17TAG) to 17TAL.

A tabular summary of the dollar amounts is provided on the following page.

Original Contract Amount:	\$3,070,796.21	
Change Order 1:	\$76,698.69	(paid April 2024)
Change Order 2:	\$188,394.13	(this CO request)
Net Changes to Contract:	\$265,092.82	
Total Contract Amount:	\$3,335,889.03	
Pay Request for Work this Application:	\$294,070.86	(no retainage withheld, final pay application)
Final/Retainage Request this Application:	\$304,181.82	(retainage withheld on previous pay applications)
Available Budget in 17TAL:	\$63,667.74	
Available Retainage in 17TAL:	\$304,181.82	
Required Reallocation from 17TAG:	\$124,726.39	(\$4,914,137.10 available)

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to accept the 2019 Transportation Improvement Program (TIP) grant award for the construction phase of the FY 2022 Fayette County Resurfacing SPLOST project 21TAC (GDOT PI 0017812) for the amount of \$3,742,256.30, to digitally execute the Construction Agreement with Georgia Department of Transportation (GDOT), and to issue a check payment for GDOT Construction Oversight.

Background/History/Details:

In 2019, the Board approved staff to submit an application for a multi-jurisdictional resurfacing project to the Atlanta Regional Commission(ARC) in response to their open solicitation for Transportation Improvement Program (TIP) projects, and approved the County's required local match (a minimum of 20%) for the project. In addition, the Board approved to accept the 2017 TIP grant award for the PE phase for the FY 2022 Resurfacing Program at the April 8, 2021 meeting, and to award the construction contract to the lowest responsive and responsible bidder at the October 24, 2024 meeting, and the Construction, Engineering, & Inspections (CEI) task order at the November 14, 2024 meeting.

This project includes 11.94 centerline miles of resurfacing between the County, Peachtree City, Fayetteville, and Tyrone. The total of \$3,742,256.30, per the ARC grant, consists of 80% of GDOT Construction Oversight (\$10,000.00), Construction (\$3,530,969.02), and Construction Engineering & Inspection costs (\$201,287.28) will be reimbursed to Fayette County and the municipalities. Reimbursement from the municipalities will be governed by the Intergovernmental Agreement fully executed April 10, 2023.

Federal Funds for the CST phase (80%): \$2,993,805.04

Local Share for the CST phase (20%): \$748,451.26 (Fayette County's estimated portion of the Local Share: \$410,611.20)

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to accept the 2019 Transportation Improvement Program (TIP) grant award for the construction phase of the FY 2022 Fayette County Resurfacing SPLOST project 21TAC (GDOT PI 0017812) for the amount of \$3,742,256.30, to digitally execute the Construction Agreement with GDOT, and to issue a check payment for GDOT Construction Oversight.

If this item requires funding, please describe:

Funding for this project is available from the 2017 SPLOST - Fayette County Resurfacing Program FY2022 (21TAC) project. Reimbursement from the municipalities will be governed by the Intergovernmental Agreement fully executed April 10, 2023.

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:

Road Name	GDOT Construction Oversight	Construction	Construction, Engineering, & Inspections (CEI)	Total Cost Estimate	Federal Share (80%)	Local Match (20%)
Fayette County						
85 Connector <i>From SR 85 to Woods Road</i>	\$ 1,250.00	\$ 1,051,585.00	\$ 50,538.70	\$ 1,103,373.70	\$ 882,698.96	\$ 220,674.74
New Hope Road <i>From SR 92 to City Limit</i>	\$ 1,250.00	\$ 549,756.60	\$ 47,675.53	\$ 598,682.13	\$ 478,945.70	\$ 119,736.43
Banks Road <i>From City Limits to SR 54</i>	\$ 1,250.00	\$ 327,130.43	\$ 22,619.75	\$ 351,000.18	\$ 280,800.14	\$ 70,200.04
	\$ 3,750.00	\$ 1,928,472.03	\$ 120,833.98	\$ 2,053,056.01	\$ 1,642,444.81	\$ 410,611.20
City of Fayetteville						
Banks Road <i>From SR 85 to County Line</i>	\$ 1,250.00	\$ 67,838.35	\$ 4,290.59	\$ 73,378.94	\$ 58,703.15	\$ 14,675.79
	\$ 1,250.00	\$ 67,838.35	\$ 4,290.59	\$ 73,378.94	\$ 58,703.15	\$ 14,675.79
Peachtree City						
Huddleston Road <i>From SR 54 to Dividend Drive</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Kelly Drive <i>From SR 74 to Planterra Way</i>	\$ 1,250.00	\$ 405,273.70	\$ 26,198.83	\$ 432,722.53	\$ 346,178.02	\$ 86,544.51
McIntosh Trail <i>From Peachtree Parkway to Robinson Road</i>	\$ 1,250.00	\$ 265,751.00	\$ 13,743.64	\$ 280,744.64	\$ 224,595.71	\$ 56,148.93
Ebenezer Road <i>From Robinson Road to City Limit</i>	\$ 1,250.00	\$ 198,048.80	\$ 7,587.62	\$ 206,886.42	\$ 165,509.14	\$ 41,377.28
	\$ 3,750.00	\$ 869,073.50	\$ 47,530.09	\$ 920,353.59	\$ 736,282.87	\$ 184,070.72
Town of Tyrone						
Dogwood Trail <i>From Senoia Road to Farr Road</i>	\$ 1,250.00	\$ 665,585.14	\$ 28,632.62	\$ 695,467.76	\$ 556,374.21	\$ 139,093.55
	\$ 1,250.00	\$ 665,585.14	\$ 28,632.62	\$ 695,467.76	\$ 556,374.21	\$ 139,093.55
	\$ 10,000.00	\$ 3,530,969.02	\$ 201,287.28	\$ 3,742,256.30	\$ 2,993,805.04	\$ 748,451.26



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

November 15, 2024

Honorable Lee Hearn, Chairman
Fayette County
140 Stonewall Avenue West
Fayetteville, GA 30214

ATTN: Courtney Hassenzahl

Subject: **Construction Agreement for Execution**
P.I. 0017812, Fayette County
Fayette County Resurfacing Program @ 9 Locs - Phase II

Dear Chariman Hearn,

The Department accepts the recommendation from Fayette County to award E.R. Snell Contractor the contract for construction services concerning the above referenced project. In addition, the Department is requesting that Fayette County submit payment for Construction Oversight activities that will be used to fund GDOT staff man-hours and any other associated expenses incurred by any GDOT employee. The estimated amount for the GDOT Construction Oversight is \$10,000.00. Eighty percent of that amount (\$8,000.00) will be paid through federal funding. The remaining 20% (\$2,000.00) is to be paid by Fayette County. **Please send payment in the amount of \$2,000.00 made out to the Georgia Department of Transportation as follows and include the above P.I. No. on the transaction:**

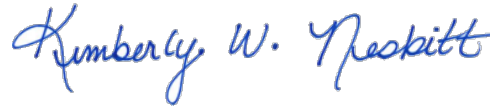
**For payments made by check:
Georgia Department of Transportation
P.O. Box 932764
Atlanta, GA 31193-2764**

**For payments made by ACH:
Bank Routing (ABA) # 121000248
Account # 29794840000000007**

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system. Once the Department has received the check and the contract agreement, we will execute the contract agreement and issue Fayette County a Notice to Proceed to Construction.

Should you have any questions or concerns, please contact the Department's Project Manager, April McKown, at (404) 775-0775.

Sincerely,



Kimberly W. Nesbitt
State Program Delivery Administrator

AV FB

KWN:CCV:MSL:ARM
Attachments

Cc: General Accounting, ARBillings@dot.ga.gov
Albert V. Shelby III, Director of Program Delivery
Tyler Peek, District 3 Engineer
Keenan Ford, District 3 Construction Manager

CONSTRUCTION AGREEMENT
Between
GEORGIA DEPARTMENT OF TRANSPORTATION
and
FAYETTE COUNTY

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

- CFDA # 20.205 - Highway Planning and Construction Cluster
 CFDA # 20.219 - Recreational Trails Program

This Construction Agreement, made and entered into this _____ (the "Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and FAYETTE COUNTY, GEORGIA, hereinafter called the "SPONSOR" (the "Agreement").

WHEREAS, the SPONSOR has been approved by the DEPARTMENT to carry out a Federal-aid Project which consists of the construction of Project P.I. 0017812, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DEPARTMENT is authorized to receive federal funding for Projects for Georgia pursuant to provisions of 23 U.S.C. Section 133(b)(8); and

WHEREAS, the PROJECT is expected to positively impact the quality of transportation in the State of Georgia; and

WHEREAS, the DEPARTMENT desires to participate with the SPONSOR in the implementation of the PROJECT; and

WHEREAS, the SPONSOR has represented to the DEPARTMENT that it has the authority to receive and expend federal funds for the purpose of this PROJECT and is qualified and experienced to provide such services necessary for the construction of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, under Section 32-2-2(a)(7) of the Official Code of Georgia Annotated ("O.C.G.A."), the DEPARTMENT is authorized to participate in such an undertaking:

NOW, THEREFORE, in consideration of the mutual promises and covenant contained herein, it is agreed by and between the DEPARTMENT and the SPONSOR THAT:

ARTICLE I
SCOPE AND PROCEDURE

The SCOPE AND PROCEDURE for this PROJECT shall be the resurfacing of 85 Connector (from SR 85 to Woods Road), New Hope Road (from SR 92 to City Limit), Banks Road (from SR 85 to County Line), Banks Road (from City Limits to SR 54), Kelly Drive (From SR 74 to Planterra Way, McIntosh Trail (Peachtree Parkway to Robinson Road), Ebenezer Road (Robinson Road to City Limit), and Dogwood Trail (from Senoia Road to Farr Road), approximately 12 miles in length as set forth in Exhibit A, the "WORK PLAN", which is further defined by the PROJECT estimate sheets ("PROJECT PLANS") on file with the DEPARTMENT and the SPONSOR and referenced as if attached hereto and incorporated as if fully set forth herein.

The SPONSOR shall be responsible for assuring that the PROJECT will be economically feasible and based upon sound engineering principles, meet American Association of State Highway and Transportation Officials ("AASHTO") Guidelines and will be sensitive to ecological, environmental, and archaeological issues.

The WORK PLAN sets out the scope of work for the PROJECT. It is understood and agreed that the DEPARTMENT shall participate only in the PROJECT as specified in Exhibit "A", WORK PLAN.

The SPONSOR shall work with the Georgia Department of Transportation District 3 to advise the SPONSOR on the WORK PLAN and provide guidance during implementation of the PROJECT.

During the development of the PROJECT the SPONSOR has taken into consideration, as applicable, the DEPARTMENT'S Standard Specifications for the Construction of Roads and Bridges, AASHTO guidelines; Federal Highway Administration ("FHWA") guidelines; compliance with the U.S. Secretary of the Interior "Standards and Guidelines, Archaeology and Historic Preservation"; compliance with Section 106 of the National Historic Preservation Act of 1966 and with Section 4(f) of the US DOT Act of 1966; compliance with the Archaeology and Historic Preservation Act of 1974; compliance with the Archaeological Resources Protection Act of 1979 and with the Native American Graves Protection and Repatriation Act, the Georgia Abandoned Cemeteries and Burial Grounds Act of 1991; compliance with the DEPARTMENT'S Scenic Byways Designation and Management Program, and with the American Society of Landscape Architect Guidelines; compliance with the Outdoor Advertising Requirements as outlined in the Official Code of Georgia Annotated, Section 32-6-70 et.seq. and other standards and guidelines as may be applicable to the PROJECT.

The SPONSOR has acquired rights of way, if required, and related services for the PROJECT in accordance with State and Federal Laws, DEPARTMENT's Right of Way Procedure Manual, Federal Regulations and particularly Title 23 and 49 of the Code of Federal Regulations ("CFR"), as amended. The SPONSOR further acknowledges that no acquisition of rights of way occurred until all applicable archaeological, environmental, and historical preservation clearances were approved.

The SPONSOR shall be solely responsible for construction of the PROJECT and the procurement of and execution of all applicable agreement(s) required to provide for any and all construction services required to construct the PROJECT. Construction shall be accomplished in accordance with the terms and conditions set forth in this Agreement, 23 CFR 1 (*specifically see also 23 CFR §1.9 (Limitation on Federal Participation) and §1.27 (Maintenance)*) and 23 CFR 645 (Utilities), as well as Section 101 of Title 23 of the United States Code ("USC" or "U.S.C.") (Definitions-Construction) and 23 USC 116 (Maintenance), the DEPARTMENT's Locally Administered Projects ("LAP") Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow all applicable guidelines and policies will jeopardize the reimbursement of federal funds in some or all categories outlined in this Agreement, and it shall be the responsibility of the SPONSOR for any loss of funding.

The SPONSOR shall ensure that all contracts as well as any subcontracts for the construction of the PROJECT shall comply with the Federal and State legal requirements imposed on the DEPARTMENT and any amendments thereto. The SPONSOR is required and does agree to abide by those provisions governing the DEPARTMENT's authority to contract, specifically, but not limited to Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the DEPARTMENT's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; and the DEPARTMENT's "Standard Specifications", current edition; "Supplemental Specifications Book", current edition; and any Supplemental Specifications and Special Provisions as applicable for the PROJECT.

The SPONSOR further agrees to comply with and shall require the compliance and physical incorporation of Federal Form FHWA-1273 into all contracts or subcontracts for construction, as attached hereto and incorporated herein as Exhibit "B," REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS.

The SPONSOR shall be solely responsible for letting the PROJECT to construction, for the execution of all applicable agreements, and for securing and awarding the construction contract for the PROJECT.

The work shall be procured by the SPONSOR and subcontracted through the appropriate procurement process to a private contractor or government entity as may be appropriate. If the work is performed by a private contractor, the SPONSOR is responsible for preparing the bid contract documents and letting the work out for bid in accordance with the express limitations provided in this Agreement, the DEPARTMENT's LAP Manual or any other applicable provisions of State law. Upon opening bids, the SPONSOR shall award the PROJECT to the lowest reliable bidder. The SPONSOR shall follow the requirements of the DEPARTMENT's LAP Manual and remain LAP certified during the term of this Agreement.

Prior to award of the PROJECT, the SPONSOR shall submit to the DEPARTMENT a bid tabulation and the SPONSOR's recommendation for awarding the PROJECT. The DEPARTMENT will review the information focusing on budget proposals and issue a written recommendation to award or reject the bids. If a recommendation to award is given by the DEPARTMENT, the DEPARTMENT shall issue a written Notice to Proceed to construction. No work shall begin until this Notice to Proceed has been issued to the SPONSOR.

The SPONSOR will be responsible for performing the construction, inspection, supervision, and documentation. At the discretion of the DEPARTMENT, spot inspection and material testing will be performed by the DEPARTMENT when deemed necessary by the DEPARTMENT and pursuant to the LAP Manual.

ARTICLE II COVENANTS AGAINST CONTINGENT FEES

The SPONSOR shall comply with all relevant requirements of Federal, State, and local laws including but not limited to those applicable requirements as outlined in Exhibit "B," REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS. The SPONSOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price

or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE III
REVIEW OF WORK

Authorized representatives of the DEPARTMENT and the FHWA, may at all reasonable times review and inspect the activities and data collected under the terms of this Agreement and amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the SPONSOR. The DEPARTMENT reserves the right for reviews and acceptance on the part of effected public agencies, railroads, and utilities insofar as the interest of each is concerned.

Acceptance shall not relieve the SPONSOR of its professional obligation to correct, at its expense, any of its errors in the work. The DEPARTMENT's review recommendations shall be incorporated into the work activities of the SPONSOR.

ARTICLE IV
TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS AGREEMENT. The SPONSOR shall perform its responsibilities for the PROJECT, commencing on receipt of written "Notice to Proceed" from the DEPARTMENT, shall complete the Project no later than 365 Calendar Days after receipt of the written "Notice to Proceed" (based on the construction time). The work shall be carried on in accordance with the schedule attached to this Agreement as Exhibit "C," WORK SCHEDULE, with that unforeseen events may make necessary some minor variations in that schedule.

The work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by mutual consent of the parties and evidenced by a written amendment thereto.

ARTICLE V
RESPONSIBILITY FOR CLAIMS AND LIABILITY

The SPONSOR shall, to the extent permitted by law, be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the

negligence of the SPONSOR in the performance of the work under this Agreement.

It is understood by the SPONSOR that claims, damages, losses, and expenses may include monetary claims made by the construction contractor for the PROJECT, and its related facilities, that are a result of the SPONSOR's negligence or improper representation in the plans.

The SPONSOR shall ensure that the provisions of this Article are included in all contracts and subcontracts.

These indemnities shall not be limited by reason of any insurance coverage held by the SPONSOR or the SPONSOR's contractors or subcontractors.

ARTICLE VI
INSURANCE

The SPONSOR shall provide insurance under this Agreement as follows:
1. It is understood that the SPONSOR (complete the applicable statement):

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

OR

is self-insured.

Prior to beginning work, the SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Article VI (Insurance) of the Agreement.

The SPONSOR shall list the "State of Georgia, its officers, employees and agents, GDOT, 600 W Peachtree St NW, Atlanta, Georgia 30308" as the certificate holder and as an additional insured. The policy shall protect the SPONSOR and the Georgia Department of Transportation (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Agreement. The SPONSOR shall maintain the following insurance coverage during the term of the Agreement, in at least the minimum amounts set forth below, to cover all loss and liability for damages on account of bodily injury, including death therefrom, and injury to or destruction of property caused by or arising from any and all services carried on and any and all work performed by the SPONSOR pursuant to this Agreement:

a) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the SPONSOR qualifies to pay its own workers compensation claims.) In addition, the SPONSOR shall require all subcontractors occupying the premises or performing work under the Agreement to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

- (1) Bodily injury by accident - per employee \$100,000;
- (2) Bodily injury by disease - per employee \$100,000;
- (3) Bodily injury by disease - policy limit \$500,000.

b) Commercial General Liability Policy with at least the following minimum coverage:

- (1) Each Occurrence Limit \$1,000,000
- (2) Personal & Advertising Injury Limit \$1,000,000
- (3) General Aggregate Limit \$3,000,000
- (4) Products/Completed Ops. Aggregate Limit \$2,000,000

c) Automobile Liability with at least the minimum coverage:

- (1) Combined Single Limit \$1,000,000 to cover vehicles, owned, leased or rented by the SPONSOR.

B. Insurance Certificates and General Requirements: Certificates must reference the contract number. No contract performance shall occur unless and until the required insurance certificates are provided. The insurance certificate must document that the liability coverage purchased by the SPONSOR includes contractual liability coverage to insure the indemnity agreement as stated in herein. In addition, the insurance certificate must provide the following information:

1. Name, address, signature and telephone number of authorized agents.
2. Name and address of insured.
3. Name of Insurance Company.
4. Description of coverage in standard terminology.
5. Policy number, policy period and limits of liability.
6. Name and address of State Agency as certificate holder.
7. Thirty (30) day written notice of cancellation.
8. Details of any special policy exclusions.

C. Excess Liability Coverage: To achieve the appropriate coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable.

D. The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior

written notice has been given to the DEPARTMENT. Certificates of Insurance showing such coverage to be in force shall be filed with GDOT prior to commencement of any work under the Agreement. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to GDOT, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

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

ARTICLE VII COMPENSATION AND PAYMENT

It is agreed that the compensation hereinafter specified includes both direct and indirect costs chargeable to the PROJECT under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations ("FAR") Subpart 31.6 and not prohibited by the Laws of the State of Georgia.

It is understood and agreed that the total estimated construction cost of the PROJECT as outlined in this Article and as shown in Exhibit "D," BUDGET ESTIMATE, attached hereto and incorporated as if fully set out herein, is three million, seven hundred forty two thousand, two hundred and fifty six dollars and thirty cents (\$3,742,256.30). The total estimated cost of the PROJECT to be financed using Federal programmed funds through the Georgia Department of Transportation is Federal Share is two million, nine hundred and ninety three thousand, eight hundred and five dollars and four cents (\$2,993,805.04), which is the total Federal contribution to the PROJECT and is the maximum amount of the DEPARTMENT's obligation. The approved PROJECT budget shall include any claims by the SPONSOR for all costs incurred by the SPONSOR in the conduct of the entire scope of work for the PROJECT.

The SPONSOR shall be solely responsible for any and all amounts in excess of the federal contribution. In no event shall the Federal contribution of the project exceed two million, nine hundred and ninety three thousand, eight hundred and five dollars and four cents (\$2,993,805.04), which is the DEPARTMENT'S maximum obligation.

It is understood and agreed that nothing in the foregoing shall prevent an adjustment of the estimate of the PROJECT costs, provided that the DEPARTMENT'S maximum obligation under this Agreement is not exceeded and that the original intent of the PROJECT is not substantially altered from the approved PROJECT. In order to adjust said budget estimate, it is also understood that the SPONSOR shall request any and all budget changes in writing and that the DEPARTMENT shall approve or disapprove the requested budget estimate change in writing.

The SPONSOR shall submit to the DEPARTMENT monthly reports of the PROJECT'S progress to include a report on what was accomplished during the month, anticipated work to be done during the next month and any problems encountered or anticipated. Payment on account of the above fee will be made monthly on the basis of calendar months, in proportion to the percentage of the work completed for each phase of work. Payments shall be made after approval of a certified voucher from the SPONSOR. Upon the basis of its review of such vouchers, the DEPARTMENT shall, at the request of the SPONSOR, make payment to the SPONSOR as the work progresses, but not more often than once a month. Should the work for the PROJECT begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last date of the month in which it began. The vouchers shall be numbered consecutively and subsequent vouchers submitted each month until the work is completed. Payment will be made in the amount of sums earned less previous partial payments. The final invoice shall reflect the actual cost of work accomplished by the SPONSOR under the terms of this Agreement, and shall be the basis for final payment.

No expense for travel shall be an allowable expense for the SPONSOR under this Agreement unless such travel is listed in the approved PROJECT budget submitted by the SPONSOR to the DEPARTMENT. In addition, budgeted costs for travel shall be limited to the amount included in the approved PROJECT budget, unless prior DEPARTMENT approval is obtained for increasing such amount.

Should the work under this Agreement be terminated by the DEPARTMENT, pursuant to the provisions of ARTICLE XIV, the SPONSOR shall be paid based upon the percentage of work completed at the point of termination, notwithstanding any just claims by the SPONSOR.

ARTICLE VIII
FINAL PAYMENT

IT IS FURTHER AGREED that upon completion of the work by the SPONSOR and acceptance by the DEPARTMENT of the work, including the receipt of any final written submission by the SPONSOR and a final statement of costs, the DEPARTMENT shall pay to the SPONSOR a sum equal to one hundred percent (100%) of the total compensation as set forth in all approved invoices, less the total of all previous partial payments, paid or in the process of payment.

The SPONSOR agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the DEPARTMENT from any and all further claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with the same.

The SPONSOR will allow examination and verification of costs by the DEPARTMENT's representatives before final payment is made, in accordance with the provisions of Article XII, herein. If the DEPARTMENT'S examination of the contract cost records, as provided for in Article XII, results in unallowable expenses, the SPONSOR shall immediately be responsible for reimbursing the DEPARTMENT the full amount of such disallowed expenses.

ARTICLE IX
CONTINGENT INTEREST

The DEPARTMENT shall retain a contingent interest in the PROJECT for as long as there continues a Federal interest in the PROJECT as determined by the DEPARTMENT's calculation of the economic life of the PROJECT. Based on the scope of work, as set forth in Exhibit "A," WORK PLAN, the DEPARTMENT has determined the economic life of the PROJECT to be five years from the date of the PROJECT Final Acceptance.

ARTICLE X
RIGHT OF FIRST REFUSAL

A determination by the SPONSOR to sell or dispose of the PROJECT shall entitle the DEPARTMENT to the right of first refusal to

purchase or lease the PROJECT at net liquidation value. Such right of first refusal shall be retained for as long as the DEPARTMENT holds a contingent interest in the PROJECT pursuant to Article IX of this Agreement.

Should the DEPARTMENT elect to purchase or lease the PROJECT at any time after completion of the PROJECT no compensation shall be provided for the value added as a result of the PROJECT.

ARTICLE XI SUBSTANTIAL CHANGES

No material changes in the scope, character, complexity, or duration of the PROJECT from those required under the Agreement shall be allowed without the execution of a Supplemental Agreement between the DEPARTMENT and SPONSOR.

Minor changes in the work which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the PROJECT, may be made by written notification of such change by either party with written approval by the other party.

ARTICLE XII MAINTENANCE OF CONTRACT COST RECORDS

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECT and used in support of its proposal 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 the DEPARTMENT and any reviewing agencies, and copies thereof shall be furnished upon request. The SPONSOR agrees that the provisions of this Article shall be included in any Agreement it may make with any subcontractor, assignee, or transferee.

An Audit of the Agreement shall be provided by the SPONSOR. The audit shall be conducted by an independent accountant or accounting firm in accordance with audit requirements, 49 CFR 18.26 and OMB Circular 128 or any revision or supplement thereto. PROJECT costs shall be documented within the OMB Circular 128 audit. An audit shall be submitted to the DEPARTMENT in a timely manner in each of the SPONSOR's fiscal years for the period of the Agreement.

ARTICLE XIII
SUBLETTING, ASSIGNMENT, OR TRANSFER

It is understood by the parties to this Agreement that the work of the SPONSOR is considered personal by the DEPARTMENT. The SPONSOR agrees not to assign, sublet, or transfer any or all of its interest in this Agreement without prior written approval of the DEPARTMENT.

The DEPARTMENT reserves the right to review all subcontracts prepared in connection with the Agreement, and the SPONSOR agrees that it shall submit to the DEPARTMENT proposed subcontract documents together with sub-contractor cost estimates for the DEPARTMENT's review and written concurrence in advance of their execution.

All subcontracts in the amount of \$10,000.00 or more shall include the provisions set forth in this Agreement.

ARTICLE XIV
TERMINATION

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause, or for any cause upon 30 days written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR for payment of services rendered prior to the date of termination.

It is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage of work completed up to and including the date of termination set forth in the notice.

Failure to meet the time set for completion of an approved work authorization, may be considered just cause for termination of the Agreement.

ARTICLE XV
OWNERSHIP OF DOCUMENTS

The SPONSOR agrees that all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer files and other data, prepared by or for it under the terms of this Agreement shall remain the property of the SPONSOR upon termination or completion of the work. The DEPARTMENT shall have the right to use the same without restriction or limitation and without additional compensation to the SPONSOR other than that provided for in this Agreement.

ARTICLE XVI
CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

ARTICLE XVII
COMPLIANCE WITH APPLICABLE LAWS

- A. The undersigned certify that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.
- B. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and 23 CFR 200, as stated in Exhibit "E" of this Agreement.
- C. IT IS FURTHER CERTIFIED that the provisions of Section 50- 24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Exhibit "F" of this Agreement.
- D. The SPONSOR acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement pursuant to the provisions of Article XIV.
- E. IT IS FURTHER AGREED that the SPONSOR shall subcontract a minimum of seven percent (7%) of the total amount of PROJECT funds to Disadvantaged Business Enterprise (DBE) as defined and provided for under the Federal Rules and Regulations 49 CFR parts 23 and 26. The SPONSOR shall ensure that DBE firms are certified with the DEPARTMENT's Equal Employment Opportunity Office. The SPONSOR shall submit to the DEPARTMENT for its review and concurrence, a copy of the proposed subcontract including the name of the DBE subcontractor.
- F. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with all applicable requirements of the American with Disabilities Act of 1990

(ADA), 42 U.S.C. 12101 et.seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

- G. IT IS FURTHER AGREED that the SPONSOR shall, and shall require its contractors and subcontractors to, comply with all applicable requirements of the Davis-Bacon Act of 1931, 40 U.S.C. 276(a); as prescribed by 23 U.S.C. 113, for Federal-aid highway projects, except roadways classified as local roads or rural minor collectors.
- H. IT IS FURTHER AGREED that the SPONSOR shall, and shall require its contractors and subcontractors to, comply with Title 25, Section 9 of the Official Code of Georgia Annotated, Georgia Utility Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.
- I. IT IS FURTHER AGREED that SPONSOR shall, and shall require its contractors and subcontractors to, comply with the "Certification of Compliance with the State of Georgia's Sexual Harassment Prevention Policy," as stated in Exhibit H of this Agreement.
- J. IT IS FURTHER AGREED that by signing and submitting this Agreement and pursuant to Section 50-5-85 of the Official Code of Georgia Annotated, SPONSOR hereby certifies that is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XVIII
MISCELLANEOUS

- A. NOTICE. Notices given pursuant to this Agreement shall be in writing and shall be delivered to the DEPARTMENT or SPONSOR by delivering them in person, via email, or by depositing it in the U.S. mail postage prepaid, addressed to the appropriate Party.
- B. ASSIGNMENT. Except as herein provided, the parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or

obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld.

- C. NONWAIVER. No failure of either party to exercise any right or power given to such party under this Agreement, or to insist upon strict compliance by the other party with the provisions of this Agreement, and no custom or practice of either party at variance with the terms and conditions of this Agreement, will constitute a waiver of either party's right to demand exact and strict compliance by the other party with the terms and conditions of this Agreement.
- D. NO THIRD PARTY BENEFICIARIES. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement. This Agreement is made and entered into for the sole protection and benefit of the DEPARTMENT, and their respective successors, executors, administrators, and assigns. No other persons, firms, entities, or parties shall have any rights, or standing to assert any rights, under this Agreement in any manner.
- E. SOVEREIGN IMMUNITY. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.
- F. CONTINUITY. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the parties and the successors and assigns of the parties.
- G. WHEREAS CLAUSE AND EXHIBITS. The Whereas Clauses and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.
- H. SEVERABILITY. If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- I. INTERPRETATION. Should any provision of this Agreement require judicial interpretation, it is agreed that the court

interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

- J. EXECUTION. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.
- K. COUNTERPARTS. This Agreement may be executed and delivered in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by all Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.
- L. ENTIRE AGREEMENT. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both parties and incorporated in and by reference made a part hereof.
- M. ON-THE-JOB TRAINING (OJT) REQUIREMENTS. This PROJECT may contain an OJT requirement. As such, the SPONSOR shall comply, and require its contractors and subcontractors to comply, with all requirements of 23 CFR 230.111, the DEPARTMENT's OJT Policy and On-the-Job Training Program Manual, and all related amendments thereto. This PROJECT has a specified OJT goal of zero hours.

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

Georgia Department of Transportation Fayette County, Georgia

By: _____ (Seal)
Commissioner

By: _____ (Seal)
Chairman: Lee Hearn

Signed, sealed and delivered
This _____,
in the presence of:

Attest:

Treasurer

Witness
Name: Vicki Orr

Title: Executive Assistant

Notary Public (Notary Seal)
Name: Marlena Edwards

Title: Chief Deputy Clerk

This Agreement, approved by
FAYETTE COUNTY, the _____

Attest:

Tameca P. Smith and County Clerk

58-6000826
Federal Employer Identification
Number

EXHIBITS

Exhibit A	Work Plan
Exhibit B	Required Contract Provisions Federal-Aid Construction Contracts
Exhibit C	Work Schedule
Exhibit D	Budget Estimate
Exhibit E	Civil Rights Compliance Certification
Exhibit F	Certification of Drug-Free Workplace
Exhibit G	Federal Award Identification Worksheet
Exhibit H	Sexual Harassment Prevention Policy Compliance

EXHIBIT A

WORK PLAN

FAYETTE COUNTY

P.I. No. 0017812

GENERAL DESCRIPTION OF WORK TO BE PERFORMED

Milling, patching and resurfacing of inlay of 85 Connector (from SR 85 to Woods Road), New Hope Road (from SR 92 to City Limit), Banks Road (from SR 85 to County Line), Banks Road (from City Limits to SR 54), Kelly Drive (From SR 74 to Planterra Way), McIntosh Trail (Peachtree Parkway to Robinson Road), Ebenezer Road (Robinson Road to City Limit), and Dogwood Trail (from Senoia Road to Farr Road. Existing ADA ramps will be repaired/upgraded where needed. No bridges will be overlaid.

EXHIBIT B

FHWA-1273 – Revised October 23, 2023

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access (1) Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first 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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. 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 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. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 any Federal 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.

b. 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 Federal 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.

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT C

WORK SCHEDULE

FAYETTE COUNTY

P.I. No. 0017812

Project work to begin within six months of receiving the approved signed contract and Notice to Proceed. Sponsor is required to adhere to Section 6 of the LAP Manual regarding the start of work and invoice timing.

Construction will be completed by date stated in Article IV, Time of Performance of the Agreement.

Award contract	November 15, 2024
Construction NTP	January 15, 2025
Corrective List	December 15, 2025
Final inspection	January 15, 2026

EXHIBIT D

BUDGET ESTIMATE

FAYETTE COUNTY

P.I. No. 0017812

0017812 Fayette County- Low Bid Summary

Low Bid = \$3,530,969.02

GDOT Oversight = \$10,000.00

Construction Engineering & Inspections = \$201,287.28

Contract Total = \$3,742,256.30

FAYETTE COUNTY
FEDERAL AID RESURFACING PROGRAM



Contractor Approval Request
GDOT PI Number: 0017812
Bid Number: 2428-B

INDEX

SPONSOR LETTER OF RECOMMENDATION TO AWARD	1
BID TABULATION	2 - 3
DBE GOALS FORM	4
E.R. SNELL CONTRACTORS, INC. BID PROPOSAL	5 - 33
PROOF OF ADVERTISEMENT(S)	43 - 53
LOW BIDDER LETTERS TO DBE FIRMS WITH RESPONSE	54 - 56

October 14, 2024

April McKown
Project Manager
GDOT Office of Program Delivery
Atlas Technical Consultants

Subject: Recommendation of Award
Project Name: Fayette County Resurfacing Program @ 9 Locs- Phase II CST
Project Identification Number: PI# 0017812, Fayette County

Dear Ms. McKown:

Bids were opened and read aloud for the above referenced project on October 1, 2024. Ten (10) bids were submitted for this project. The low bid was submitted by E.R. Snell Contractor, Inc. in the total amount of \$3,530,969.02. The estimated cost for construction for this project was \$5,727,722.10.

The required Disadvantage Business Enterprise (DBE) goal for this project is 7%. E.R. Snell Contractor, Inc. proposes to utilize several subcontractors for flatwork, grassing, and dirt shoulder building as DBE participants with a 7.26% participation goal.

Provided for review is a copy of the tabulation of all bids received for the project, the bid proposal submitted by E.R. Snell Contractor, Inc., the DBE Goals submitted by E.R. Snell Contractor, Inc., and proof of advertisement.

It is the County's recommendation that the contract be awarded to E.R. Snell Contractor, Inc. Upon receipt of GDOT's concurrence, Fayette County will prepare the contracts and forward them to the Contractor for execution.

In addition to the construction contract amount, Fayette County will retain the services of a consultant for Construction, Engineering, and Inspection (CEI) for \$201,287.28, and for GDOT Construction Oversight in the amount of \$10,000.00.

The fees for construction of this project total \$3,742,256.30. The Federal share of funds requested is **\$2,993,805.04**, which is 80% of E.R. Snell's bid amount (\$3,530,969.02), consultant CEI Services (\$201,287.28), and GDOT Construction Oversight (\$10,000.00). Fayette County looks forward to GDOT's approval of this request and the subsequent construction of this project.

Respectfully,



Phil Mallon, P.E.
County Engineer, Fayette County Public Works

cc: Ms. Courtney Hassenzahl, Fayette County
Mr. Ritchie Swindell, EXP US Services, Inc.
Mr. Eugene Hopkins, EXP US Services, Inc.

**TB #2428-B Fayet County R surfacing FY2022 - Construction
Itemized Tally Sheet**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	Summit Construction		MHB Paving nc.		Baldwin Paving		Stewart Brothers		CW Matthews	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
150-1000	TRAFFIC CONTROL	LS	1	\$1,127,220.00	\$1,127,220.00	\$238,000.00	\$238,000.00	\$487,738.11	\$487,738.11	\$447,020.00	\$447,020.00	\$449,727.84	\$449,727.84
163-0232	TEMPORARY GRASSING	AC	6.32	\$950.00	\$6,004.00	\$900.00	\$5,688.00	\$1,250.00	\$7,900.00	\$4,400.00	\$27,808.00	\$350.00	\$2,212.00
210-0200	GRADING PER MILE	LM	10.627	\$16,500.00	\$175,345.50	\$14,850.00	\$157,810.95	\$18,775.00	\$199,521.93	\$15,500.00	\$164,718.50	\$15,016.89	\$159,584.49
315-1000	PORTLAND CEMENT (SEE SPECIAL PROVISION 315)	TN	313	\$300.00	\$93,900.00	\$270.81	\$84,763.53	\$223.21	\$69,864.73	\$222.00	\$69,486.00	\$245.00	\$76,685.00
315-1010	CEMENT STABILIZED RECLAIMED BASE COURSE, 10 IN, INCL MATL	SY	12,149.00	\$20.00	\$242,980.00	\$3.05	\$37,054.45	\$16.38	\$199,000.62	\$7.45	\$90,510.05	\$10.64	\$129,265.36
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	TN	915	\$185.00	\$169,275.00	\$183.95	\$168,314.25	\$219.00	\$200,385.00	\$182.00	\$166,530.00	\$194.31	\$177,793.65
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	13,378.00	\$117.00	\$1,565,226.00	\$139.07	\$1,860,478.46	\$134.00	\$1,792,652.00	\$118.55	\$1,585,961.90	\$111.56	\$1,492,449.68
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	2,769.00	\$115.00	\$318,435.00	\$127.13	\$352,022.97	\$130.00	\$359,970.00	\$116.75	\$323,280.75	\$105.71	\$292,710.99
413-0750	TACK COAT	GL	15,875.00	\$8.50	\$134,937.50	\$5.00	\$79,375.00	\$0.01	\$158.75	\$4.20	\$66,675.00	\$2.46	\$39,052.50
415-5000	ASPHALTIC CONCRETE OPEN GRADED CRACK RELIEF INTERLAYER, GP 2 ONLY, INCL BITUM MATL AND H LIME	TN	2,560.00	\$130.00	\$332,800.00	\$143.63	\$367,692.80	\$147.00	\$376,320.00	\$136.20	\$348,672.00	\$116.17	\$297,395.20
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	184,380.00	\$3.50	\$645,330.00	\$2.89	\$532,858.20	\$2.50	\$460,950.00	\$3.10	\$571,578.00	\$3.85	\$709,863.00
441-4020	CONC VALLEY GUTTER, 6 IN	SY	30	\$120.00	\$3,600.00	\$135.00	\$4,050.00	\$132.00	\$3,960.00	\$270.00	\$8,100.00	\$138.00	\$4,140.00
441-4050	CONC VALLEY GUTTER WITH CURB, 8 IN	SY	294	\$140.00	\$41,160.00	\$138.00	\$40,572.00	\$111.00	\$32,634.00	\$275.00	\$80,850.00	\$153.00	\$44,982.00
441-6012	CONC CURB & GUTTER, 6" X 24", TP 2	LF	317	\$60.00	\$19,020.00	\$30.00	\$9,510.00	\$33.00	\$10,461.00	\$78.00	\$24,726.00	\$94.00	\$29,798.00
611-8140	ADJUST WATER VALVE BOX TO GRADE	EA	3	\$1,450.00	\$4,350.00	\$150.00	\$450.00	\$1,050.00	\$3,150.00	\$1,600.00	\$4,800.00	\$2,302.59	\$6,907.77
653-0100	THERMOPLASTIC PVMT MARKING, RR/HWY CROSSING SYMBOL	EA	3	\$650.00	\$1,950.00	\$385.00	\$1,155.00	\$505.00	\$1,515.00	\$700.00	\$2,100.00	\$500.00	\$1,500.00
653-0110	THERMOPLASTIC PVMT MARKING, ARROW, TP 1	EA	3	\$85.00	\$255.00	\$82.50	\$247.50	\$75.75	\$227.25	\$90.00	\$270.00	\$75.00	\$225.00
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	30	\$85.00	\$2,550.00	\$82.50	\$2,475.00	\$90.90	\$2,727.00	\$90.00	\$2,700.00	\$90.00	\$2,700.00
653-0130	THERMOPLASTIC PVMT MARKING, ARROW, TP 3	EA	6	\$150.00	\$900.00	\$93.56	\$561.36	\$151.50	\$909.00	\$165.00	\$990.00	\$150.00	\$900.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	916	\$8.75	\$8,015.00	\$7.70	\$7,053.20	\$9.09	\$8,326.44	\$9.50	\$8,702.00	\$9.00	\$8,244.00
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	1,665.00	\$2.75	\$4,578.75	\$3.57	\$5,944.05	\$2.53	\$4,212.45	\$3.00	\$4,995.00	\$2.50	\$4,162.50
653-2501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LM	23.12	\$1,900.00	\$43,928.00	\$4,065.68	\$93,998.52	\$2,424.00	\$56,042.88	\$2,000.00	\$46,240.00	\$2,400.00	\$55,488.00
653-2502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LM	20.11	\$2,200.00	\$44,242.00	\$4,065.60	\$81,759.22	\$2,424.00	\$48,746.64	\$2,300.00	\$46,253.00	\$2,400.00	\$48,264.00
653-4501	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 IN, WHITE	GLM	0.25	\$1,900.00	\$475.00	\$4,065.60	\$1,016.40	\$2,020.00	\$505.00	\$2,000.00	\$500.00	\$2,000.00	\$500.00
653-4502	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 IN, YELLOW	GLM	2.85	\$2,200.00	\$6,270.00	\$4,065.60	\$11,586.96	\$2,020.00	\$5,757.00	\$2,300.00	\$6,555.00	\$2,000.00	\$5,700.00
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	45	\$4.50	\$202.50	\$7.70	\$346.50	\$5.05	\$227.25	\$5.00	\$225.00	\$5.00	\$225.00
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	621	\$4.50	\$2,794.50	\$7.70	\$4,781.70	\$5.05	\$3,136.05	\$5.00	\$3,105.00	\$5.00	\$3,105.00
654-1001	RAISED PVMT MARKERS TP 1	EA	2,816.00	\$4.50	\$12,672.00	\$5.50	\$15,488.00	\$4.04	\$11,376.64	\$5.00	\$14,080.00	\$4.00	\$11,264.00
654-1002	RAISED PVMT MARKERS TP 2	EA	375	\$4.50	\$1,687.50	\$5.50	\$2,062.50	\$4.04	\$1,515.00	\$5.00	\$1,875.00	\$4.00	\$1,500.00
654-1003	RAISED PVMT MARKERS TP 3	EA	112	\$4.50	\$504.00	\$5.50	\$616.00	\$4.04	\$452.48	\$5.00	\$560.00	\$4.00	\$448.00
700-6910	PERMANENT GRASSING	AC	12.62	\$1,450.00	\$18,299.00	\$4,180.00	\$52,751.60	\$2,500.00	\$31,550.00	\$4,700.00	\$59,314.00	\$650.00	\$8,203.00
700-7000	AGRICULTURAL LIME	TN	25.22	\$250.00	\$6,305.00	\$385.00	\$9,709.70	\$550.00	\$13,871.00	\$185.00	\$4,665.70	\$275.00	\$6,935.50
700-8000	FERTILIZER MIXED GRADE	TN	2.54	\$500.00	\$1,270.00	\$1,100.00	\$2,794.00	\$1,000.00	\$2,540.00	\$120.00	\$304.80	\$1,250.00	\$3,175.00
700-8100	FERTILIZER NITROGEN CONTENT	LB	635	\$1.50	\$952.50	\$2.20	\$1,397.00	\$10.00	\$6,350.00	\$10.00	\$6,350.00	\$2.00	\$1,270.00
713-3011	WOOD FIBER BLANKET, TP I, SHOULDERS	SY	3,000.00	\$1.75	\$5,250.00	\$2.90	\$8,700.00	\$1.00	\$3,000.00	\$1.80	\$5,400.00	\$0.05	\$150.00
713-3012	WOOD FIBER BLANKET, TP II, SHOULDERS	SY	61,077.00	\$2.20	\$134,369.40	\$7.75	\$473,346.75	\$1.25	\$76,346.25	\$0.85	\$51,915.45	\$0.75	\$45,807.75
Total Bid Price					\$5,177,053.15		\$4,716,431.57		\$4,483,999.47		\$4,247,816.15		\$4,122,334.23

Bid Open Date: 10/1/2024

**TB #2428-B Fayet County R surfacing FY2022 - Construction
Itemized Tally Sheet**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	Blount Construction		Magnum Paving LLC		Atlanta Paving		McLeRoy Inc.		ER Snell Contractors Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
150-1000	TRAFFIC CONTROL	LS	1	\$336,353.82	\$336,353.82	\$215,000.00	\$215,000.00	\$188,000.00	\$188,000.00	\$391,000.00	\$391,000.00	\$446,500.00	\$446,500.00
163-0232	TEMPORARY GRASSING	AC	6.32	\$472.50	\$2,986.20	\$575.00	\$3,634.00	\$2,200.00	\$13,904.00	\$700.00	\$4,424.00	\$525.00	\$3,318.00
210-0200	GRADING PER MILE	LM	10.627	\$18,481.32	\$196,400.99	\$15,000.00	\$159,405.00	\$17,000.00	\$180,659.00	\$16,000.00	\$170,032.00	\$12,600.00	\$133,900.20
315-1000	PORTLAND CEMENT (SEE SPECIAL PROVISION 315)	TN	313	\$239.49	\$74,960.37	\$302.00	\$94,526.00	\$240.00	\$75,120.00	\$245.00	\$76,685.00	\$215.00	\$67,295.00
315-1010	CEMENT STABILIZED RECLAIMED BASE COURSE, 10 IN, INCL MATL	SY	12,149.00	\$10.47	\$127,200.03	\$8.65	\$105,088.85	\$10.00	\$121,490.00	\$11.43	\$138,863.07	\$11.25	\$136,676.25
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	TN	915	\$160.26	\$146,637.90	\$201.00	\$183,915.00	\$157.00	\$143,655.00	\$135.40	\$123,891.00	\$241.00	\$220,515.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	13,378.00	\$115.92	\$1,550,777.76	\$115.75	\$1,548,503.50	\$117.00	\$1,565,226.00	\$111.30	\$1,488,971.40	\$98.50	\$1,317,733.00
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	2,769.00	\$109.42	\$302,983.98	\$108.75	\$301,128.75	\$117.53	\$325,440.57	\$122.90	\$340,310.10	\$90.60	\$250,871.40
413-0750	TACK COAT	GL	15,875.00	\$3.25	\$51,593.75	\$5.00	\$79,375.00	\$4.00	\$63,500.00	\$5.50	\$87,312.50	\$1.00	\$15,875.00
415-5000	ASPHALTIC CONCRETE OPEN GRADED CRACK RELIEF INTERLAYER, GP 2 ONLY, INCL BITUM MATL AND H LIME	TN	2,560.00	\$140.50	\$359,680.00	\$132.00	\$337,920.00	\$146.00	\$373,760.00	\$134.90	\$345,344.00	\$110.55	\$283,008.00
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	184,380.00	\$2.75	\$507,045.00	\$3.00	\$553,140.00	\$2.93	\$540,233.40	\$1.35	\$248,913.00	\$1.90	\$350,322.00
441-4020	CONC VALLEY GUTTER, 6 IN	SY	30	\$144.90	\$4,347.00	\$224.00	\$6,720.00	\$150.00	\$4,500.00	\$95.00	\$2,850.00	\$145.00	\$4,350.00
441-4050	CONC VALLEY GUTTER WITH CURB, 8 IN	SY	294	\$160.65	\$47,231.10	\$207.25	\$60,931.50	\$120.00	\$35,280.00	\$70.00	\$20,580.00	\$161.00	\$47,334.00
441-6012	CONC CURB & GUTTER, 6" X 24", TP 2	LF	317	\$98.70	\$31,287.90	\$52.64	\$16,686.88	\$65.00	\$20,605.00	\$26.00	\$8,242.00	\$98.75	\$31,303.75
611-8140	ADJUST WATER VALVE BOX TO GRADE	EA	3	\$270.84	\$812.52	\$2,500.00	\$7,500.00	\$240.00	\$720.00	\$300.00	\$900.00	\$5,020.00	\$15,060.00
653-0100	THERMOPLASTIC PVMT MARKING, RR/HWY CROSSING SYMBOL	EA	3	\$892.50	\$2,677.50	\$952.00	\$2,856.00	\$860.00	\$2,580.00	\$650.00	\$1,950.00	\$684.00	\$2,052.00
653-0110	THERMOPLASTIC PVMT MARKING, ARROW, TP 1	EA	3	\$110.25	\$330.75	\$117.60	\$352.80	\$110.00	\$330.00	\$85.00	\$255.00	\$89.50	\$268.50
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	30	\$99.75	\$2,992.50	\$106.40	\$3,192.00	\$96.00	\$2,880.00	\$85.00	\$2,550.00	\$89.50	\$2,685.00
653-0130	THERMOPLASTIC PVMT MARKING, ARROW, TP 3	EA	6	\$315.00	\$1,890.00	\$336.00	\$2,016.00	\$310.00	\$1,860.00	\$150.00	\$900.00	\$158.00	\$948.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	916	\$9.45	\$8,656.20	\$10.08	\$9,233.28	\$9.50	\$8,702.00	\$8.75	\$8,015.00	\$9.20	\$8,427.20
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	1,665.00	\$2.36	\$3,929.40	\$2.52	\$4,195.80	\$2.35	\$3,912.75	\$2.75	\$4,578.75	\$2.90	\$4,828.50
653-2501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LM	23.12	\$2,520.00	\$58,262.40	\$2,688.00	\$62,146.56	\$2,450.00	\$56,644.00	\$1,900.00	\$43,928.00	\$2,000.00	\$46,240.00
653-2502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LM	20.11	\$2,520.00	\$50,677.20	\$2,688.00	\$54,055.68	\$2,450.00	\$49,269.50	\$2,200.00	\$44,242.00	\$2,310.00	\$46,454.10
653-4501	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 IN, WHITE	GLM	0.25	\$3,150.00	\$787.50	\$3,360.00	\$840.00	\$3,200.00	\$800.00	\$1,900.00	\$475.00	\$2,000.00	\$500.00
653-4502	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 IN, YELLOW	GLM	2.85	\$2,310.00	\$6,583.50	\$2,464.00	\$7,022.40	\$2,250.00	\$6,412.50	\$2,200.00	\$6,270.00	\$2,310.00	\$6,583.50
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	45	\$6.30	\$283.50	\$6.72	\$302.40	\$6.75	\$303.75	\$4.50	\$202.50	\$4.75	\$213.75
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	621	\$6.30	\$3,912.30	\$6.72	\$4,173.12	\$6.75	\$4,191.75	\$4.50	\$2,794.50	\$4.75	\$2,949.75
654-1001	RAISED PVMT MARKERS TP 1	EA	2,816.00	\$4.46	\$12,559.36	\$4.76	\$13,404.16	\$4.50	\$12,672.00	\$4.50	\$12,672.00	\$4.75	\$13,376.00
654-1002	RAISED PVMT MARKERS TP 2	EA	375	\$4.46	\$1,672.50	\$4.76	\$1,785.00	\$4.50	\$1,687.50	\$4.50	\$1,687.50	\$4.75	\$1,781.25
654-1003	RAISED PVMT MARKERS TP 3	EA	112	\$4.46	\$499.52	\$4.76	\$533.12	\$4.50	\$504.00	\$4.50	\$504.00	\$4.75	\$532.00
700-6910	PERMANENT GRASSING	AC	12.62	\$682.50	\$8,613.15	\$1,120.00	\$14,134.40	\$2,600.00	\$32,812.00	\$1,400.00	\$17,668.00	\$1,050.00	\$13,251.00
700-7000	AGRICULTURAL LIME	TN	25.22	\$577.50	\$14,564.55	\$224.00	\$5,649.28	\$225.60	\$5,689.63	\$365.00	\$9,205.30	\$210.00	\$5,296.20
700-8000	FERTILIZER MIXED GRADE	TN	2.54	\$1,050.00	\$2,667.00	\$2,800.00	\$7,112.00	\$742.00	\$1,884.68	\$750.00	\$1,905.00	\$2,630.00	\$6,680.20
700-8100	FERTILIZER NITROGEN CONTENT	LB	635	\$7.88	\$5,003.80	\$2.24	\$1,422.40	\$6.50	\$4,127.50	\$4.00	\$2,540.00	\$2.10	\$1,333.50
713-3011	WOOD FIBER BLANKET, TP I, SHOULDERS	SY	3,000.00	\$2.36	\$7,080.00	\$1.85	\$5,550.00	\$1.20	\$3,600.00	\$4.10	\$12,300.00	\$1.75	\$5,250.00
713-3012	WOOD FIBER BLANKET, TP II, SHOULDERS	SY	61,077.00	\$0.68	\$41,532.36	\$0.65	\$39,700.05	\$2.00	\$122,154.00	\$2.88	\$175,901.76	\$0.61	\$37,256.97
Total Bid Price					\$3,975,473.31		\$3,913,150.93		\$3,975,110.53		\$3,798,862.38		\$3,530,969.02

Bid Open Date: 10/1/2024

**Georgia Department of Transportation
DBE Goals**

First Use: March 23, 1990

Vendor ID:	2SN250	Bidder's Company Name:	E.R. Snell Contractor, Inc.
Project NO:	PI 0017812	County:	FAYETTE
Let No:		Let Date:	10/01/24
		Total BID:	\$3,530,969.02
The Required DBE Goal on This Contract is:		7.0%	

I Propose To Utilize The Following DBE Contractors:

List of DBE Participants

Vendor Number	DBE Name/Address (City, State)	Type of Work	CERT Type	Work Code	Race Conscious	Amount
2CG050	C&G Concrete Construction 1445 Willingham Drive East Point, GA 30344	Flatwork	DBE		◆	\$78,920.00
2MA699	Jake Martin & Son Construction P.O. Box 222 Gainesville, GA 30503	Grassing	DBE		◆	\$73,319.00
18259	Triple R Paving & Construction 6694 Stone Ct Rex, GA 30273	Dirt Shoulder Building	DBE		◆	\$104,400.00
					◆	
					◆	
					◆	
					◆	
					◆	
Total:						\$256,639.00

***For Departmental use only. Do not fill in Workcodes.**

Please Note: Only 60% of the participation of a DBE Supplier who does not manufacture or install the product will be counted toward the goal. See below for further instructions.

FAYETTE COUNTY
FEDERAL-AID RESURFACING PROGRAM



CONTRACT DOCUMENTS

FOR

Bid No. #2428-B

PI 0017812

Resurfacing Program at 8 locations

85 Connector, New Hope Rd, Banks Rd (West), Banks Rd (East), Kelly Dr/Kelly Green, McIntosh Trail, Ebenezer Rd, and Dogwood Trail



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

September 19, 2024

Subject: ITB #2428-B Fayette County Resurfacing FY2022 - Construction
Addendum #1

Gentlemen/Ladies:

Below, please find responses to questions, clarification, or additional information for the above referenced ITB. You will need to consider this information when preparing your bid.

1. **What is the limited duration or expected duration of the project?** The ITB has been updated to include the bid advertisement which states the successful bidder will have up to 210 consecutive calendar days to complete the work upon receipt of a NTP to construction from Fayette County. Refer also to the General Notes for other time/schedule requirements.
2. **When does the County anticipate giving the notice to proceed for the project?** Request to Award is anticipated to be included on the October 24, 2024, BOC Meeting agenda. Notice to Proceed is dependent on the timeframe the contractor provides required documents back to the County.
3. **Will the County allow the contractor to wet cure the Cement Stabilized Base Course in lieu of the 89 Surface Treatment Layer?** No, the contractor shall adhere to the bituminous prime curing and surface treatment requirements for the Cement Stabilized Base Course (CSRB) as stipulated in the Specifications and or Special Provision 315 as applicable.
4. **Will the County provide and pay for the testing of the Cement Stabilized Base Course?** No, the County will not provide or pay separately for testing of the CSRB. It is the Contractor's responsibility to provide testing of CSRB and related constituents as it is being mixed and placed to ensure conformance with Section 315. The Georgia Department of Transportation has agreed to provide limited materials acceptance testing of completed work only.
5. **Is a material transfer vehicle (MTV) or Shuttle Buggy required for placement of the 19mm and 112.5mm asphalt?** No, material transfer vehicles (MTV's) or shuttle buggies are not required for placement of the 19mm and 12.5mm asphalt mixes.

Received by (Name): TAWKA Company E.R. Snell Contractor Inc.

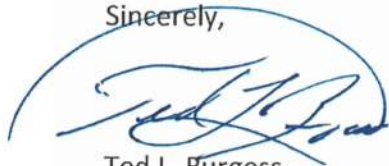
Note: If this addendum is not returned to the Fayette County Purchasing Department or if it is returned not signed, responding individuals, companies or other organizations will still be responsible for the requirements of this addendum and the specifications or changes herein.

The opening date for this ITB has not changed. **The opening time and date are 3:00 p.m., Friday, September 27, 2024.** Bids must be received by the Purchasing Department at the address above, Suite 204, at or before the opening date and time.

The deadline for inquiries has passed, so the Purchasing Department will not be able to accept any additional questions after this time.

If you have questions, please contact Sherry White, Contract Administrator at (770) 305-5314, fax (770) 719-5544 or email at swhite@fayettecountyga.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ted L. Burgess", is written over a circular blue ink scribble.

Ted L. Burgess
Chief Procurement Officer

TLB/sw



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

September 25, 2024

Subject: ITB #2428-B Fayette County Resurfacing FY2022 - Construction
Addendum #2

Gentlemen/Ladies:

Below, please find responses to questions, clarification, or additional information for the above referenced ITB. You will need to consider this information when preparing your bid.

Due to unforeseen weather conditions, the bid due date has changed to 3:00p.m., Tuesday, October 1, 2024.

Received by (Name): [Signature] Company E.R. Snell Contractor Inc.

Note: If this addendum is not returned to the Fayette County Purchasing Department or if it is returned not signed, responding individuals, companies or other organizations will still be responsible for the requirements of this addendum and the specifications or changes herein.

The opening date for this ITB has changed. The opening time and date are 3:00 p.m., Tuesday, October 1, 2024. Bids must be received by the Purchasing Department at the address above, Suite 204, at or before the opening date and time.

The deadline for inquiries has passed, so the Purchasing Department will not be able to accept any additional questions after this time.

If you have questions, please contact Sherry White, Contract Administrator at (770) 305-5314, fax (770) 719-5544 or email at swhite@fayettecountyga.gov .

Sincerely,

[Signature of Ted L. Burgess]

Ted L. Burgess
Chief Procurement Officer

TLB/sw

**Fayette County, Georgia
Checklist of Documents to Return**

(Please return this checklist and the documents listed below with your submittal)

ITB #2428-B: FAYETTE COUNTY RESURFACING FY 2022 - CONSTRUCTION

Bid Bond (pg. 6) ✓

Company Information Form (pg. 11) ✓

Bid Price Sheet (pg. 12-13) ✓

Exceptions to Specifications (pg. 14) ✓

References Form (pg. 15) ✓

Signed addenda, if any are issued ✓

DBE Goals Form (pg. 17) ✓

Georgia Security and Immigration Compliance Act Affidavit (pg. 19) ✓

Department of Transportation Federal Aid Certification (pg. 20) ✓

State of Georgia Non-Collusion Certification (pg. 22) ✓

State of Georgia Sexual Harassment Prevention Policy (pg. 23-24) ✓

COMPANY NAME: E.R. Snel Contractor Inc.



Document A310™ - 2010

Bid Bond

BOND NUMBER: N/A

CONTRACTOR:

(Name, legal status and address)
E.R. Snell Contractor, Inc.
1785 Oak Road
Snellville, GA 30078

SURETY:

(Name, Legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:

(Name, legal status and address)
Fayette County
140 Stonewall Avenue West
Fayetteville Gt 30214

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT: P1# 0017812 | Bid # 2428-B

(Name, location or address, and Project number, if any)
Resurfacing Program - 8 Locations
85 connector, New Hope, Banks (W), Banks (E)
Kelly Dr | Kelly Green, McIntosh, Ebenezer, Dogwood Trail

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of October, 2024.

Kelly Pellard
(Witness)

E.R. Snell Contractor, Inc.
(Contractor as Principal) [Signature] *(Seal)*
(Title) Vice President



Merry C. Kerin
(Witness)

Travelers Casualty and Surety Company of America
(Surety) [Signature] *(Seal)*
(Title) David C. Eades, Attorney-in-fact

	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company
---	--

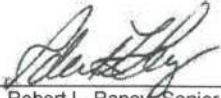
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **DAVID C EADES** of **ATLANTA, Georgia**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



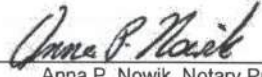
State of Connecticut
 City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
 My Commission expires the **30th** day of **June, 2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

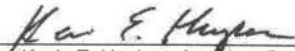
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **1st** day of **October 2024**




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

COMPANY INFORMATION

ITB #2428-B: Fayette County Resurfacing FY 2022 - Construction

A. COMPANY

Company Name: E.R. Snell Contractor, Inc.

Physical Address: 1785 Oak Rd

Snellville, GA 30078

Mailing Address (if different): N/A

Website (if applicable): ersnell.com

B. AUTHORIZED REPRESENTATIVE

Signature: 

Printed or Typed Name: Tom Clower

Title: Vice President

E-mail Address: notices@ersnell.com

Phone Number: 770-985-0600

C. PROJECT CONTACT PERSON

Name: Ben Schaffer

Title: Vice President

E-mail Address: bschaffer@ersnell.com

Phone Number: 770-985-0600

E.R. Snell Contractor, Inc.
1785 Oak Road
Snellville, GA 30078

BID PRICE SHEET
BID PRICE SHEET PAGE 1 OF 2

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
150-1000	TRAFFIC CONTROL	LS	1.00	446,500.00	446,500.00
163-0232	TEMPORARY GRASSING	AC	6.32	525.00	3,318.00
210-0200	GRADING PER MILE	LM	10.627	12600.00	133,900.00
315-1000	PORTLAND CEMENT (SEE SPECIAL PROVISION 315)	TN	313.00	215.00	67,295.00
315-1010	CEMENT STABILIZED RECLAIMED BASE COURSE, 10 IN, INCL MATL	SY	12,149.00	11.25	136,676.25
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	TN	915.00	241.00	220,515.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	13,378.00	98.50	1,317,733.00
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	2,769.00	90.60	250,871.40
413-0750	TACK COAT	GL	15,875.00	1.00	15,875.00
415-5000	ASPHALTIC CONCRETE OPEN GRADED CRACK RELIEF INTERLAYER, GP 2 ONLY, INCL BITUM MATL AND H LIME	TN	2,560.00	110.55	283,008.00
432-5010	MILL ASPH CONC PVM T, VARIABLE DEPTH	SY	184,380.00	1.90	350,322.00
441-4020	CONC VALLEY GUTTER, 6 IN	SY	30.00	145.00	4,350.00
441-4050	CONC VALLEY GUTTER WITH CURB, 8 IN	SY	294.00	161.00	47,334.00
441-6012	CONC CURB & GUTTER, 6" X 24", TP 2	LF	317.00	98.75	31,303.75
611-8140	ADJUST WATER VALVE BOX TO GRADE	EA	3.00	5020.00	15,060.00
653-0100	THERMOPLASTIC PVM T MARKING, RR/HWY CROSSING SYMBOL	EA	3.00	684.00	2,052.00
653-0110	THERMOPLASTIC PVM T MARKING, ARROW, TP 1	EA	3.00	89.50	268.50
653-0120	THERMOPLASTIC PVM T MARKING, ARROW, TP 2	EA	30.00	89.50	2,685.00
653-0130	THERMOPLASTIC PVM T MARKING, ARROW, TP 3	EA	6.00	158.00	948.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	916.00	9.20	8,427.20
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	1,665.00	2.90	4,828.50
653-2501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LM	23.12	2000.00	46,240.00

E.R. Snell Contractor, Inc.
1785 Oak Road
Snellville, GA 30078

BID PRICE SHEET
BID PRICE SHEET PAGE 2 OF 2

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED TOTAL
653-2502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LM	20.11	2310.00	46,454.10
653-4501	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 IN, WHITE	GLM	0.25	2000.00	500.00
653-4502	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 IN, YELLOW	GLM	2.85	2310.00	6,583.50
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	45.00	4.75	213.75
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	621.00	4.75	2,949.75
654-1001	RAISED PVMT MARKERS TP 1	EA	2,816.00	4.75	13,376.00
654-1002	RAISED PVMT MARKERS TP 2	EA	375.00	4.75	1,781.25
654-1003	RAISED PVMT MARKERS TP 3	EA	112.00	4.75	532.00
700-6910	PERMANENT GRASSING	AC	12.62	1050.00	13,251.00
700-7000	AGRICULTURAL LIME	TN	25.22	210.00	5,296.20
700-8000	FERTILIZER MIXED GRADE	TN	2.54	2630.00	6,680.20
700-8100	FERTILIZER NITROGEN CONTENT	LB	635.00	2.10	1,333.50
713-3011	WOOD FIBER BLANKET, TP I, SHOULDERS	SY	3,000.00	1.75	5,250.00
713-3012	WOOD FIBER BLANKET, TP II, SHOULDERS	SY	61,077.00	.61	37,256.97

TOTAL BID PRICE: \$ 3,530,969.02

CONTRACTOR NAME: E.R. Snell Contractor Inc.

END BID PRICE SHEET PAGE 2 OF 2



REFERENCES

Invitation to Bid #2428-B: Fayette County Resurfacing FY 2022 - Construction

Please list three (3) references for current or recent customers who can verify the quality of service your company provides. Projects of similar size and scope are preferable.

1. Government/Company Name Gwinnett County
 City & State Lawrenceville, Georgia
 Work or Service Provided 2023 Resurfacing District 1-5
 Approximate Completion Date 12/23
 Contact Person and Title Britton Lockhart
 Phone 770-822-8000 Email britton.lockhart@gwinnettcountry.com

2. Government/Company Name Henry County
 City & State McDonough, Georgia
 Work or Service Provided 2021 Resurfacing County Rds
 Approximate Completion Date 10/22
 Contact Person and Title Rogue Romero
 Phone 770-288-7623 Email rrmuniz@co.henry.ga.us

3. Government/Company Name City of Tucker
 City & State Tucker, Georgia
 Work or Service Provided 2022 Street Resurfacing
 Approximate Completion Date 12/22
 Contact Person and Title Ken Hildebrandt
 Phone 678-597-9040 Email khildebrandt@tuckerga.gov

COMPANY NAME E.R. Snel Contractor Inc.

ITB #2428-B: Fayette County Resurfacing FY 2022 - Construction

**GDOT REQUIRED
CONTRACTOR CERTIFICATION FORMS
FOR
LOCALLY ADMINISTERED FEDERAL AID PROJECTS**

**Georgia Department of Transportation
DBE Goals**

First Use: March 23, 1990

Vendor ID: 2SN250	Bidder's Company Name: E.R. Snell Contractor, Inc.	
Project NO: PI 0017812	County: FAYETTE	
Let No:	Let Date: 10/01/24	Total BID: \$3,530,969.02
The Required DBE Goal on This Contractis: 7.0%		

I Propose To Utilize The Following DBE Contractors:

List of DBE Participants

Vendor Number	DBE Name/Address (City, State)	Type of Work	CERT Type	Work Code	Race Conscious	Amount
2CG050	C&G Concrete Construction 1445 Willingham Drive East Point, GA 30344	Flatwork	DBE		◆	\$78,920.00
2MA699	Jake Martin & Son Construction P.O. Box 222 Gainesville, GA 30503	Grassing	DBE		◆	\$73,319.00
18259	Triple R Paving & Construction 6694 Stone Ct Rex, GA 30273	Dirt Shoulder Building	DBE		◆	\$60,000.00
					◆	
					◆	
					◆	
					◆	
					◆	
Total:						\$212,239.00

***For Departmental use only. Do not fill in Workcodes.**

Please Note: Only 60% of the participation of a DBE Supplier who does not manufacture or install the product will be counted toward the goal. See below for further instructions.

INSTRUCTIONS FOR LIST OF DBE PARTICIPANTS

If a DBE Goal is indicated, you must propose to achieve a goal that is equal or greater than the percentage required. If no goal is indicated, you may propose your own goal.

The DBE firms to be utilized as counting toward the proposed goal must be listed on this form, along with their addresses, type of work and the amount to be paid to each of the minority firms. The amount entered will not necessarily be the contract amount, but must be the actual amount that will be paid to the DBE firm. In the case of a DBE supplier, the amount paid and 60% of that amount both will be entered; and only the 60% figure should be added to the total. An example of this is shown in the example chart:

Vendor Number	Company Name And Address (City and State)	Type Of Work	*Work Code	Race Neutral	Race Conscious	Amount
	ABC Oil Company Atlanta, GA	Diesel Fuel Supplier				\$80,000.00 (60% = \$48,000.00)

*For Departmental use ONLY. Do not fill in WorkCodes.

The Contractor shall indicate for each DBE and Type of Work whether the DBE Participant is Race Neutral or Race Conscious by placing a checkmark in the appropriate column.

Please Note: For 60% of the amount paid to a DBE supplier to be eligible to count toward fulfilling the DBE goal, the supplier must be an established "regular dealer" in the product involved, and not just a broker. A "regular dealer" would normally sell the product to several customers and would usually have product inventory on hand.



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	E.P. Snell Contractor, Inc.
Solicitation/Contract No./ Call No. or Project Description:	PI# 0017812 Resurfacing Program @ 8 locations

CONTRACTOR AFFIDAVIT

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

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

22114
Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)

11/22/07
Date of Authorization

E.P. Snell Contractor, Inc.
Name of Contractor

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

Tom Clower
Printed Name (of Authorized Officer or Agent of Contractor)

Vice President
Title (of Authorized Officer or Agent of Contractor)

[Signature]
Signature (of Authorized Officer or Agent)

10/1/24
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

1st DAY OF October, 2024

Kelley Pollard
Notary Public

My Commission Expires: 5/5/28



DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

FEDERAL AID CERTIFICATION
(English Project)

Revised: April 19, 2024
First Use Date 2021 Specifications: April 16, 2021

Failure to complete appropriate certification requirements identified below or submission of a false certification shall render the bid non-responsive.

EQUAL EMPLOYMENT OPPORTUNITY

I further certify that I have / have not participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I have / have not filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

I understand that if I have participated in a previous Contract or Subcontract subject to the Executive Orders above and have not filed the required reports that 41 CFR 601.7 (b)(1) prevents the award of this Contract unless I submit a report governing the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

Reports and notifications required under 41 CFR 604, including reporting subcontract awards in excess of \$10,000.00 should be addressed to:

Mr.Samuel Maiden
Regional Director, U. S. Department of Labor
Office of Federal Contract Compliance Programs, Region 4
Rm. 7B75
61 Forsyth St. SW
Atlanta, GA 30303

EXAMINATION OF PLANS AND SPECIFICATIONS

I acknowledge that this Project will be constructed in English units.

I certify that I have carefully examined the Plans for this Project and the Standard Specifications, 2021 Edition, the 2024 Supplemental Specifications modifying the 2021 Standard Specifications, and Special Provisions included in and made a part of this Proposal, and have also personally examined the site of the work. On the basis of the said Specifications and Plans, I propose to furnish all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all the materials in the manner specified.

I understand the quantities mentioned are approximate only and are subject to either increase or decrease and hereby propose to perform any increased or decreased quantities of work or extra work on the basis provided for in the Specifications.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

I also hereby agree that the State, or the Department of Transportation, would suffer damages in a sum equal to at least the amount of the enclosed Proposal Guaranty, in the event my Proposal should be accepted and a Contract tendered me thereunder and I should refuse to execute same and furnish bond as herein required, in consideration of which I hereby agree that, in the event of such failure on my part to execute said Contract and furnish bond within fifteen (15) days after the date of the letter transmitting the Contract to me, the amount of said Proposal Guaranty shall be and is hereby, forfeited to the State, or to the Department of Transportation, as liquidated damages as the result of such failure on my part.

I further propose to execute the Contract agreement described in the Specifications as soon as the work is awarded to me, and to begin and complete the work within the time limit provided. I also propose to furnish a Contract Bond, approved by the State Transportation Board, as required by the laws of the State of Georgia. This bond shall not only serve to guarantee the completion of the work on my part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted, as well as to fully comply with all the laws of the State of Georgia.

CONFLICT OF INTEREST

By signing and submitting this Contract I hereby certify that employees of this company or employee of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of the Georgia Department of Transportation (GA D.O.T.) nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this department.

Also, by signing and submitting this Contract I hereby certify that I will notify the Georgia Department of Transportation through its District Engineer of any business ventures entered into between employees of this company or employees of any company supplying material or subcontracting to do work on this Contract with a family member of GA D.O.T. employees.

DRUG FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and
2. Each Contractor who hires a Subcontractor to work in a drug-free workplace shall secure from that Subcontractor the following written certification:

"As part of the subcontracting agreement with _____ (Contractor's name) _____, (Subcontractor's name) _____ certifies to the Contractor that a drug free workplace will be provided for the Subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of Code Section 50-24-3."

Also, the undersigned further certifies that he will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

BOYCOTT OF ISRAEL

By signing and submitting this Contract and Pursuant to O.C.G.A. Sec. 50-5-85, Contractor hereby certifies that is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

00

NON-COLLUSION CERTIFICATION

I hereby certify that I have not, nor has any member of the firm(s) or corporation(s), either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.

It is understood and agreed that this Proposal is one of several competitive bids made to the Department of Transportation, and in consideration of mutual agreements of the bidders, similar hereto, and in consideration of the sum of One Dollar cash in hand paid, receipt whereof is hereby acknowledged, the under signed agrees that this Proposal shall be an option, which is hereby given by the undersigned to the Department of Transportation to accept or reject this Proposal at any time within thirty (30) calendar days from the date on which this sealed proposal is opened and read, unless a longer period is specified in the Proposal or the successful bidder agrees in writing to a longer period of time for the award, and in consideration of the premises, it is expressly covenanted and agreed that this Proposal is not subject to withdrawal by the Proposer or Bidder, during the term of said option.

I hereby acknowledge receipt of the following checked amendments of the Proposal, Plans, Specifications and/or other documents pertaining to the Contract.

Amendment Nos.: I understand that failure to confirm the receipt of amendments is cause for rejection of bids.
1 - 9/19/24
2 - 9/25/24

E.R. Snell Contractor, Inc.
(COMPANY NAME)



[Handwritten Signature]

Signature of Contractor

Tom Clower
Printed Name of Signee

Vice President
Title

**CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA'S
SEXUAL HARASSMENT PREVENTION POLICY**

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

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

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

- (i) If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
 - (a) Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVtODDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.

- (ii) If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
 - (a) Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia’s Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services’ sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
 - (d) Upon request of the State of the Georgia Department of Transportation, Contractor will provide documentation substantiating such employees and subcontractors’ acknowledgment of the State of Georgia’s Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

E.R. Snel Contractor, Inc.
 [Contractor Name]



 Signature of Contractor

Tom Clower

 Printed Name of Signee

Vice President

 Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN102448987-GAW-24-25	CONTACT NAME: Charlotte Fraser PHONE (A/C No. Ext): 404-862-1831 E-MAIL ADDRESS: Charlotte.fraser@marsh.com		FAX (A/C No.):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED E. R. Snell Contractor, Inc 1785 Oak Road Snellville, GA 30078	INSURER A: Greenwich Insurance Company		22322
	INSURER B: XL Specialty Insurance Company		37885
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** ATL-005798903-04 **REVISION NUMBER:** 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X/C/U <input checked="" type="checkbox"/> Contractual Liability GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Deductible: \$250,000		CGD740993604	01/01/2024	12/31/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CAD740993704	01/01/2024	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	CWG740993404 (NC, SC, & AL) 'Continued on Acord 101'	01/01/2024	12/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Bid No. #2428-B - PI 0017812 - Resurfacing Program at 8 Locations.

Fayette County, Georgia is/are included as additional insured (except workers' compensation) where required by written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER Fayette County, Georgia 140 Stonewall Avenue West Fayetteville, GA 30214	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
---	--

AGENCY CUSTOMER ID: CN102448987

LOC #: Atlanta



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, LLC.		NAMED INSURED E. R. Snell Contractor, Inc 1785 Oak Road Snellville, GA 30078	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Coverage: Workers Compensation. Officers are Included.
 State: Georgia
 Carrier: XL Specialty Insurance Company
 Policy Number: CWE740993504
 Effective Date: 01/01/2024
 Expiration Date: 12/31/2024
 WC Limit: Statutory
 Employers Liability Limit: \$1,000,000
 Each Accident Limit: \$1,000,000
 Each Employee Disease Limit: \$1,000,000
 SIR: \$650,000

Workers Compensation (NC,SC,AL):

Excluded Officers - : Scott Briscoe, Jared Snell, and Chandler Snell

POLICY NUMBER: CAD740993704

**COMMERCIAL AUTO
CA 20 70 10 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COVERAGE FOR CERTAIN OPERATIONS
IN CONNECTION WITH RAILROADS**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM

With respect to coverage provided under this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: E.R. SNELL CONTRACTOR, INC.</p> <p>Endorsement Effective Date: January 1, 2024</p>
--

SCHEDULE

Scheduled Railroad	Designated Job Site
<p>ALL SERVICES AND OPERATIONS PERFORMED ALONG RAILROAD RIGHT OF WAY AS REQUIRED BY WRITTEN CONTRACT.</p>	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to the use of a covered "auto" in operations for or affecting a railroad designated in the Schedule at a Designated Job Site, the two exceptions contained in the definition of "insured contract" relating to construction or demolition operations performed within 50 feet of a railroad do not apply.

POLICY NUMBER: CGD740993604

COMMERCIAL GENERAL LIABILITY
CG 24 17 10 01**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****CONTRACTUAL LIABILITY – RAILROADS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:	Designated Job Site:
ALL SERVICES AND OPERATIONS PERFORMED ALONG RAILROAD RIGHT OF WAY AS REQUIRED BY WRITTEN CONTRACT.	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

POLICY NUMBER: CAD740993704

XIC 414 1013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

Additional Insured(s)	Work
WHERE REQUIRED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS.	ALL OPERATIONS

COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured, is amended to include as an "insured" the person or organization listed in the Schedule above, but only with respect to liability for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. **You, while using a covered "auto"; or**
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating **a covered "auto" with your permission;**

in the performance of your work as described in the Schedule above.

In no event shall any person or organization listed in the Schedule become an "insured" pursuant to this Endorsement if such person or organization is solely negligent.

IT IS FURTHER AGREED THAT IN NO EVENT SHALL ANY CONTRACT OR AGREEMENT ALTER THE CONDITIONS, COVERAGES OR EXCLUSIONS SET FORTH IN THIS POLICY.

All other terms and conditions of this policy remain unchanged.

COMMERCIAL GENERAL LIABILITY
CG 20 40 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT (COMPLETED
OPERATIONS)**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for the additional insured described in Paragraph 1. or 2. above and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

EXHIBIT E

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

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

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations [also 49 CFR Part 27]), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 710.405(b).
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.
4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to

the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of this contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provision of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT F

CERTIFICATION OF SPONSOR

DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of Fayette County whose address is 115 McDonough Road Fayetteville, GA 30214 and it is also that:

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

Date

 Signature
 Name: Lee Hearn
 Title: Chairman

APPENDIX B
Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	County of Fayette
Subrecipient's SAM number, Unique Identifier Number	CBMCEFY41D94
Federal Award Identification Number (FAIN)	693JJ22430000Y230GA0017812
Federal award date (see § 200.39 Federal Award Date)	04/30/2024
Amount of Federal Funds Obligated by this action	\$4,696,732.00
Total Amount of Federal Funds Obligated to the subrecipient	\$4,876,151.20
Total Amount of the Federal Award	\$4,884,151.20
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	FAYETTE COUNTY RESURFACING PROGRAM @ 9 LOCS - PHASE II
Name of Federal awarding agency, pass-through entity, and contact information for awarding official	FHWA, GDOT, Mark Lawing
CFDA Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	20.205
Identification of whether award is R&D	No
Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs)	0%

This project must comply with all aspects of 2 CFR Part 200.

EXHIBIT H
SEXUAL HARASSMENT PREVENTION POLICY COMPLIANCE

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

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

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

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

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

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

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

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

APPENDICES

Appendix A	Fayette County Certification regarding Debarment, Suspension, and other Responsibility Matters
Appendix B	Certification of Compliance with State Audit Requirement
Appendix C	Certification of the Georgia Department of Transportation
Appendix D	Certification of SPONSOR
Appendix E	Georgia Security and Immigration Compliance Act Affidavit (E-Verify)
Appendix F	Certification of Compliance with Annual Immigration Reporting Requirements/ No Sanctuary Policy/ Federal Law Enforcement Cooperation

APPENDIX A

FAYETTE COUNTY
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND
OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the Chairman and duly authorized representative of Fayette County, whose address is 140 Stonewall Avenue West, Fayetteville, GA 30214, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;

- 1) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 2) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and,
- 3) Have not within a three year period preceding this Agreement had one or more public transaction (Federal, State or Local) terminated for cause or default.
- 4) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without motivation, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

(Seal)

Name: Lee Hearn

Title: Chairman

Instructions for Appendix A Certification

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions (SPONSORS)

1. By signing and submitting this contract the SPONSOR is providing the certification set out in Appendix A.
2. The inability of the SPONSOR to provide the certification required may not necessarily result in denial of participation in this covered transaction. The SPONSOR shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the SPONSOR to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.
3. The certification, Appendix A, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the SPONSOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.
4. The SPONSOR shall provide immediate written notice to the Department if at any time the SPONSOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
6. The SPONSOR agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.
7. The SPONSOR further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary

Exclusion-Lower Tier Covered Transaction," as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A SPONSOR, in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The SPONSOR may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of SPONSOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if the SPONSOR in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

APPENDIX B
CERTIFICATION OF
COMPLIANCE WITH STATE AUDIT REQUIREMENT

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

I. PROCUREMENT REQUIREMENTS

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

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

II. STATE AUDIT REQUIREMENT

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

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

III. SERVICE DELIVERY STRATEGY REQUIREMENT

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

Date

Signature

Name: Lee Hearn
Title: Chairman

APPENDIX C
CERTIFICATION OF
THE GEORGIA DEPARTMENT OF TRANSPORTATION

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- a. employ or retain, or agree to employ or retain, any firm or person, or
- b. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Highway Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Date

Commissioner

APPENDIX D

CERTIFICATION OF FAYETTE COUNTY

STATE OF GEORGIA

I hereby certify that I am the Chairman of FAYETTE COUNTY in the State of Georgia, and that the above consulting firm or their representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- a. employ or retain, or agree to employ or retain, any firm or person, or
- b. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal - aid Highway Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

_____ Date

_____ FAYETTE COUNTY
 Name: Lee Hearn
 Title: Chairman

APPENDIX E



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Table with 2 columns: Field Name, Value. Fields include P.I.# and Project Description, Sponsor's Name, and Sponsor's Address.

SPONSOR AFFIDAVIT

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

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

47566
Federal Work Authorization User Identification Number
Authorization (EEV/E-Verify Company Identification Number)
County of Fayette
Name of Sponsor

7/17/2007
Date of

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

Lee Hearn
Printed Name (of Authorized Officer or Agent)

Chairman
Title (of Authorized Officer or Agent)

Signature (of Authorized Officer or Agent)

Date

Signed SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DAY OF, 202

[NOTARY SEAL]

Notary Public – Marlena Edwards, Chief Deputy Clerk
My Commission Expires:

APPENDIX F

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

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

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

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

Signature of Authorized Officer or Agent

Lee Hearn

Printed Name of Authorized Officer or Agent

Chairman

Title of Authorized Officer or Agent

Date

Preconstruction Status Report

PI NUMBER: 0017812 **FAYETTE COUNTY RESURFACING PROGRAM @ 9 LOCS - PHASE II**
COUNTY: Fayette **SPONSOR:** Fayette County **MEASURE:** E
LENGTH(MI): 12.39 **MPO:** Atlanta TMA **DESIGN FIRM:** EXP **BASELINE LET DT:** 5/15/24
PROJ NO: FA-100C **TIP#:** FA-100C **PRIORITY CD:** EXP **SCHED LET DT:** 11/4/24 **MGMT LET DT:** 6/21/24 **PRINT DATE:** 11/11/24
PROJ MGR: Mckown, April **MODEL YR:** **DOT DIST:** 3 **ENV DOC TYPE:** **MGMT ROW DT:** **WHO LETS?:** Local Let **PAGE:** 1
AOHD INITIALS: ATC **TYPE WORK:** Resurface & Maintenance **CONG. DIST:** 003, 013 **ENV CONSULTANT:** In House **LET WITH:** 0
OFFICE: Program Delivery **CONCEPT:** MIL/INLAY **COMPLETE STREETS:**
CONSULTANT: Local Design, Reimbursed by GDOT funds **PROG TYPE:** Maintenance

BASE START	BASE FINISH	TASKS	START DATE	FINISH DATE	ACTUAL START	ACTUAL FINISH	%
8/7/23	11/27/23	Environmental Document Approval Summary (11412 through 18100)	5/15/23	11/27/23	5/15/23	11/27/23	100
11/8/23	11/8/23	FFPR Inspection	3/26/24	3/26/24	3/26/24	3/26/24	100
3/7/24	3/7/24	Submit Final Plans	5/24/24	5/24/24	5/24/24	5/24/24	100

Construction : DBE goal set 2-28-24 = 7%
Design : Eugene Hopins with EXP | eugene.hopkins@exp.com
EIS : Certified JUN24 LET | Certified 05APR24| Cert for LET apvd 05APR24; PCE RVL apvd 03APR24; PCE apvd 27NOV23| Qadimasil 05APR24
Engr Services : WDT: 19FEB2024 rec'd FFPR request. MC: 02APR2024 Sent out FFPR Report. MC: 09APR2024 Accepted FFPR Responses.
Programming : ADDED BY ARC
Railroad : Local let Resurfacing project - Spec prov will be required. Locals to do coordination. 11/28/23 Gave Mark Lawing the CSX SP to put in the project documents.
Utility : UTL CERT 3.22.24 FB; On Schedule | Waiting on Local Certification Package | 3/4/24

Phase	Approved	Proposed	Lump Yr	Program	Cost	Fund	Status	Date Auth
PE	2021	2021			\$224,274.00	Z230	AUTHORIZED	2/3/21
CST	2024	2024			\$5,880,915.00	Y230	AUTHORIZED	4/30/24

	COST EST AMTS	Activity	STIP AMOUNTS	Fund
PE	\$224,274.00	PE	\$224,274.00	Z230
CST	\$5,880,915.00	CST	\$7,091,787.50	Y230

Project Manager

Other: 83% Invoiced. PE Charge No. 0017472. LG recognizes 2024 paving season is at risk.
 Schedule: CST funds Authorized. Next Milestone is NTP for CST. Award package to OPD 10/21; Low bid within budget; Low bid concurrence received from the DCM; Contract is being prepared for execution as of 11/6/2024.
 FFPR Status: Response approved 4/9.
 Lckdwn Plans: N/A
 404/SBV: N/A
 CFFPR: 2/16
 UTL: Certified 3/22
 ROW: Certified 1/9
 ENV: Cert for let 4/5
 CST Auth: 4/30; DBE 7%
 PS&E: OPD Rcvd 5/23.
 Cst Est: CST \$5,880,915.00 @ 2/13
 NTP to Ad: 8/15
 Bid Open: 10/1
 CST Agrmnt to Locals: by 11/4
 NTP for CST: by January 2025
 11/6/24 AM/AL/ML

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to approve Bid #2488-B, FY25 Resurfacing Project in the amount of \$2,082,362.62 to Blount Construction Co, Inc. to provide milling, crack sealing and resurfacing on various roads in Fayette County.

Background/History/Details:

Contractor resurfacing of 8 roads (6.59 miles) including the following subdivisions and roads:

- 1.) Eli Run (0.42 miles)
- 2.) Flat Creek Trail (2.43 miles)
- 3.) Middling Lane (0.37 miles)
- 4.) Milam Road (1.08 miles)
- 5.) Nix Court (0.62 miles)
- 6.) Point Ridge Court (0.46 miles)
- 7.) South Sandy Creek Road (0.60 miles)
- 8.) Whitney Way (0.61 miles)

What action are you seeking from the Board of Commissioners?

Approval of Bid #2488-B, FY25 Resurfacing Project in the amount of \$2,082,362.62 to Blount Construction Co, Inc. to provide milling, crack sealing and resurfacing on various roads in Fayette County.

If this item requires funding, please describe:

There is funding available in the Road Department's M&O and LMIG accounts to fund this project.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



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: December 12, 2024
Subject: Contract #2488-B: FY25 Resurfacing Project

The Purchasing Department issued Invitation to Bid #2488-B: FY25 Resurfacing Project to secure a contractor to provide milling, crack sealing and resurfacing various roads in Fayette County. The contract includes eight (8) county roads.

Notice of the opportunity was emailed to 101 companies. Another 251 were contacted through the web-based Georgia Procurement Registry, who were registered under commodity codes #91371 (Maintenance and Repair, Highway and Roads, Including Removal of Asphalt, Concrete, Bitumens, etc.), #91384 (Maintenance and Repair, Streets, Major and Residential), #91395 (Paving and Resurfacing, Highway and Road) and #91396 (Paving and Resurfacing, Streets, Major and Residential). The offer was also advertised through Fayette News, Georgia Local Government Access Marketplace, and the county website.

Twelve companies submitted bids (Attachment 1).

The Road Department recommends awarding to the lowest responsive contractor Blount Construction Company, Inc. A Contractor Performance Evaluations is attached (Attachment 2).

Specifics of the proposed contract are as follows:

Contract Name 2488-B: FY25 Resurfacing Project
Vendor Blount Construction Company, Inc.
Not-to-Exceed Amount \$2,082,362.62

Budget:			Contract	Available
Road Dept	Technical Services	Project	Amount	Budget
10040220	521316	n/a	\$ 21,201.15	\$1,880,742.00
10040220	521316	LMIG25	1,530,873.24	1,530,873.24
10040220	521316	LMGS1	530,288.21	893,180.00
Totals			\$2,082,362.62	\$4,305,602.19

ITB #2488-B FY25 Resurfacing Project
TALLY SHEET
Thursday, October 31, 2024

Company Name	Total Bid Price
EAST COAST GRADING	\$2,740,079.15
VERTICLE EARTH	\$2,679,382.38
BALDWIN PAVING	\$2,621,790.30
PIEDMONT PAVING INC	\$2,611,115.55
STEWART BROTHERS	\$2,583,473.04
SUMMIT	\$2,569,734.23
THE SURFACE MASTERS	\$2,416,047.40
MAGNUM PAVING	\$2,328,063.55
E.R. SNELL	\$2,236,754.35
MCLEROY	\$2,222,549.55
C. W. MATTHEWS	\$2,206,525.00
BLOUNT CONSTRUCTION	\$2,082,362.62

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: Blount Construction Company, Inc	Contract Number: #2181-B
Mailing Address: 1730 Sands Place	Contract Description or Title: HA5 High Density Mineral Bond
City, St, Zip Code: Marietta, GA 30067	Contract Term (Dates) From: 12/20/22 - 06/30/2023
Phone Number: 770-541-7333	Task Order Number:
Cell Number:	Other Reference: 2488-B FY25 Resurfacing Project
E-Mail Address: Jason.walker@blountconstruction.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>Bradley Klinger</i>	Date of Evaluation: 11/19/24
Print Name: <i>Bradley Klinger</i>	Department/Division: ROAD
Title: <i>Asst. Director</i>	Telephone No: 6039

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to award Bid #2492-B Micro Surfacing in the amount of \$1,676,500 to Asphalt Paving Systems, Inc. to provide Micro Surfacing on various roads in Fayette County.

Background/History/Details:

Micro Surfacing is a Georgia Department of Transportation (GDOT) approved pavement preservation treatment consisting of a mixture of polymer modified asphalt emulsion, mineral filler, water and other additives, properly proportioned, mixed and spread on a paved surface. Roads that have the following distresses are good candidates for this treatment: starting to crack due to age and/or weather (not load associated), starting to ravel, good profile, no base issues and no water issues.

The following roads and subdivisions will be treated under this contract:

- | | |
|--------------------------------------|---|
| 1.) Adams Road (3.09 miles) | 9.) South Jeff Davis Drive (2.10 miles) |
| 2.) Brierwood Court (0.11 miles) | 10.) Veterans Parkway (4.05 miles) |
| 3.) Brierwood Drive (0.41 miles) | TOTALS - 12.65 miles |
| 4.) Callaway Road (1.6 miles) | |
| 5.) Morning Creek Court (0.06 miles) | |
| 6.) Morning Creek Way (0.30 miles) | |
| 7.) Raven Landing (0.37 miles) | |
| 8.) Shelby Lane (0.56 miles) | |

What action are you seeking from the Board of Commissioners?

Approval to award Bid #2492-B Micro Surfacing in the amount of \$1,676,500 to Asphalt Paving Systems, Inc. to provide Micro Surfacing on various roads in Fayette County.

If this item requires funding, please describe:

There is funding available in the Road Department's M&O and LMIG accounts for this project.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



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: Sherry White *SW*
 Date: December 12, 2024
 Subject: Contract #2492-B Micro Surfacing

Micro-surfacing is a protective seal coat which extends the life of pavement. This method renews the road surface and seals minor cracks and other irregularities. The Road Department is seeking to Micro Surface ten county roads in Fiscal Year 2025. The contract lets the Town of Brooks obtain pricing for repairs on four local roads.

The Purchasing Department issued Invitation to Bid #2492-B to secure a contractor for micro surfacing various county roads. Notice of the opportunity was emailed to 112 companies. Another 251 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code # 74550 (Fiber Reinforced Surface Treatment), #74584 (Slurry Seal), #91384 (Maintenance and Repair, Streets, Major and Residential), #91395 (Paving and Resurfacing, Highway and Road), #91396 (Paving and Resurfacing, Streets, Major and Residential). The offer was also advertised through Fayette News, Georgia Local Government Access Marketplace, and the county website.

One contractor submitted a bid (Attachment 1). This is the same contractor who submitted the only bid six previous times the county solicited for Micro Surfacing. The Road Department recommends Asphalt Paving Systems Inc. with the exception of striking the Mastic service from the contract. Town of Brooks was included in the Invitation to Bid so that they could benefit from the quantity discount. They are not included in this contract. A Contractor Performance Evaluation is attached (Attachment 2). Specifics of the proposed contract are as follows:

Contract Name #2492-B Micro Surfacing
Contractor Asphalt Paving Systems, Inc.
Not-to-exceed amount \$1,676,500.00

Budget:

Road Dept	Technical Services	Project	Contract Amount	Available Budget
10040220	521316	n/a	\$1,381,782.21	\$1,751,794.47
10040220	521316	LMGS1	<u>294,717.79</u>	<u>825,006.00</u>
Totals			\$1,676,500.00	\$2,576,800.47

TALLY SHEET
ITB #2492-B: Micro Surfacing
Wednesday, October 30, 2024

FAYETTE COUNTY			Atlanta Paving System, Inc.	
DESCRIPTION	UNIT OF MEASUREMENT	QUANTITY	UNIT PRICE	EXTENDED PRICE
Mobilization & Traffic Control	Lump Sum (LS)	1	\$70,000.00	\$70,000.00
Crack Seal	Linear Mile (LM)	11	\$6,000.00	\$66,000.00
Mastie	Square Yard (SY)	175	\$80.00	-
Surface treatment	Square Yard (SY)	143,000	\$2.80	\$400,400.00
Single application of micro surfacing	Square Yard (SY)	123,000	\$4.77	\$586,710.00
eFlex micro surfacing	Square Yard (SY)	61,000	\$5.55	\$338,550.00
Scrub seal with Cover application	Square Yard (SY)	36,000	\$4.44	\$159,840.00
5" Yellow Temporary Paint	Linear Mile (LM)	25	\$2,200.00	\$55,000.00
Total Project Price				\$1,676,500.00

TOWN OF BROOKS			Atlanta Paving System, Inc.	
DESCRIPTION	UNIT OF MEASUREMENT	QUANTITY	UNIT PRICE	EXTENDED PRICE
Mobilization & Traffic Control	Lump Sum (LS)	1	\$14,500.00	\$14,500.00
Crack Seal	Linear Mile (LM)	0.5	\$7,000.00	\$3,500.00
Surface treatment	Square Yard (SY)	6,992	\$2.80	\$19,577.60
Single application of micro surfacing	Square Yard (SY)	19,040	\$4.77	\$90,820.80
Scrub seal with Cover application	Square Yard (SY)	12,048	\$4.44	\$53,493.12
Total Project Price				\$181,891.52

COMBINED PROJECT TOTAL

\$1,858,391.52

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: ATLANTA PAVING SYSTEMS	Contract Number: #2312-B
Mailing Address: 6789 HIGHWAY 67	Contract Description or Title: MICRO SURFACING
City, St, Zip Code: BROOKLET, GA 30415	Contract Term (Dates) From: 01/10/2024 – 7/30/2024
Phone Number: 912-800-3980	Task Order Number: n/a
Cell Number:	Other Reference: #2492-B Micro Surfacing
E-Mail Address: DSAPP.APS@GMAIL.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>Bradley Klingler</i>	Date of Evaluation: 11/19/24
Print Name: Bradley Klingler	Department/Division: ROAD
Title: Asst. Director	Telephone No: 6039

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to award Contract #2489-B; Fayette County Tactical Driving Course - Phase II Infield Construction in the amount of \$2,421,698.61 to Piedmont Paving Inc. to construct additional track sections for PIT maneuvers to be performed and instructed and installation of two viewing towers.

Background/History/Details:

Phase 1 of the Fayette County Sheriff Office Tactical Driving Course has been completed. Phase II will include the development of the infield to construct an inner loop and an additional track section to provide a place for PIT maneuvers to be performed and instructed.

Phase II also includes the installation of two viewing towers.

An ITB was posted and sent out on October 3, 2024, with all bids due by November 6, 2024. Five responsive bids were received. The lowest bid was checked and analyzed - no issues were discovered.

What action are you seeking from the Board of Commissioners?

Approval to award Contract #2489-B; Fayette County Tactical Driving Course - Phase II Infield Construction in the amount of \$2,421,698.61 to Piedmont Paving Inc. to construct additional track sections for PIT maneuvers to be performed and instructed and installation of two viewing towers.

If this item requires funding, please describe:

Funds for this project are available under SPLOST P23AH in the sum of \$3,254,519.

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 Burgess *TB*

From: Colette Cobb *CC*

Date: December 12, 2024

Subject: Contract #2489-B: FC Tactical Driving Course - Phase II Infield Construction

The Sheriff's Office is planning the construction of Phase II of its tactical driving course to provide a venue for additional driver training for Sheriff's Deputies. Phase I of this project included the completion of the external driving course. Phase II will include the development of the infield to construct additional track sections to provide a place for PIT maneuvers to be performed and instructed. The Phase I Tactical Track is just under 1-mile in length. Phase II included the construction of the Loop Track and the Internal Track. Together, Phase II will add a total of 3,600' of roadway to the overall training course.

The Purchasing Department issued Invitation to Bid #2489-B to secure a contractor to construct the internal track section at the new Sheriff's Office Tactical Driving Course. Notice of the opportunity was sent to 515 vendors who had registered on the web-based Georgia Procurement Registry, who had registered under commodity code 75592 (Thermometers: Pavement and Thermoplastic), 76549 (Pneumatic Machines: Demolition Tools, Paving Breakers, Rock Cutters, Tampers, etc.), 91219 (Clearing and Grubbing Services), 91276 (Striping: Streets, Parking Facilities, Lane Divisions, Paint, etc.), 91394 (Paving and Resurfacing, Alley and Parking Lot), 91395 (Paving and Resurfacing, Highway and Road), and 91396 (Paving and Resurfacing, Streets, Major and Residential). The offer was also advertised through Georgia Local Government Access Marketplace, the Fayette County News, and the County website.

Five companies submitted bids (Attachment 1).

It is recommended that the contract be awarded to the lowest responsive bidder, Piedmont Paving, Inc. A Contractor Performance Evaluation is attached (Attachment 2).

Specifics of the proposed contract are as follows:

Contract Name 2489-B: FC Tactical Driving Course - Phase II Infield Construction
Vendor Piedmont Paving, Inc.
Contract Amount **\$2,421,698.61**

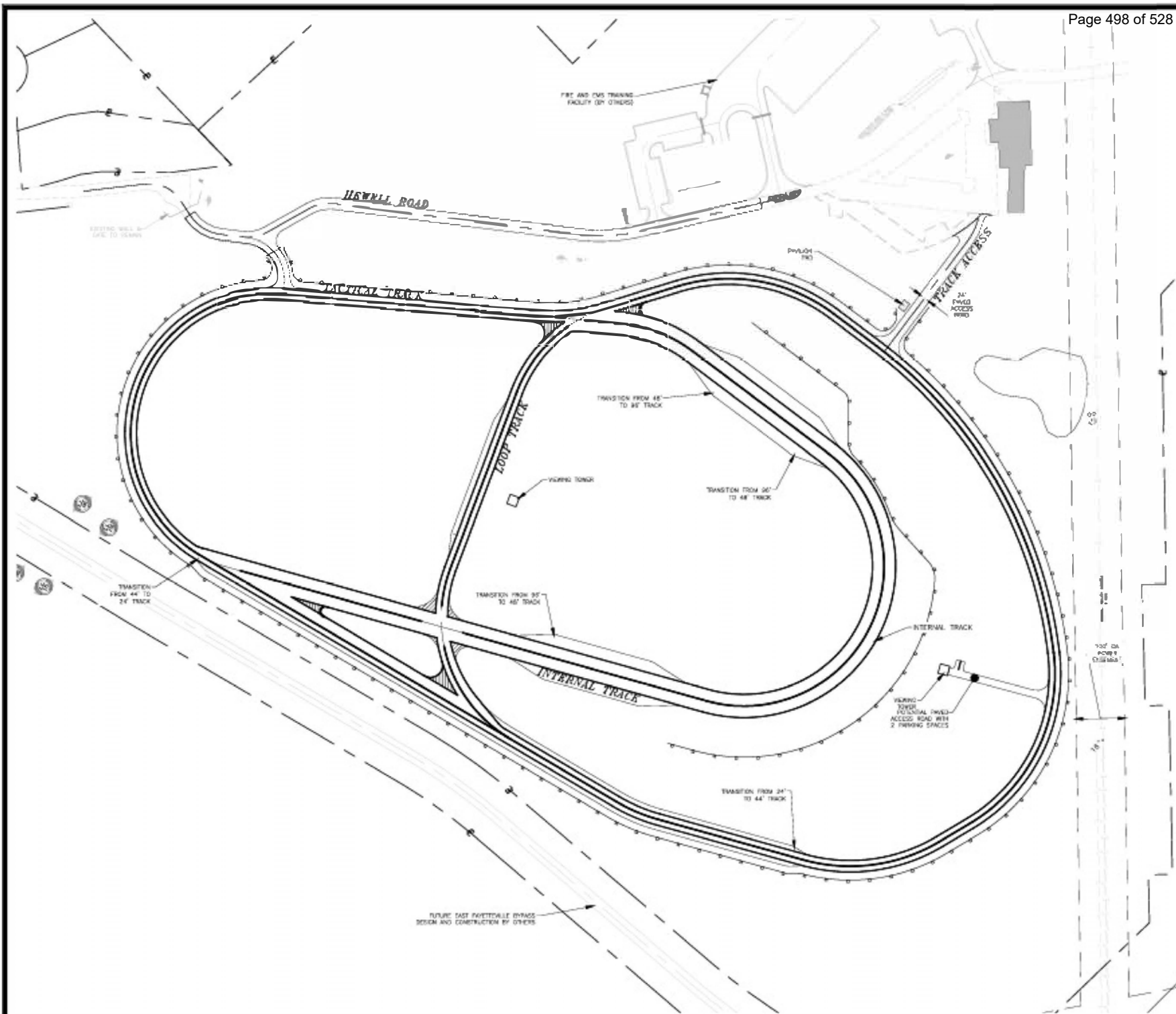
Budget:

Fund	327	2023 SPLOST
Org.	32730310	Sheriff's Admin SPLOST
Object	541210	Other Improvements
Project	P23AH	Sheriff Tac Drv Course
Available Budget	\$3,195,734.11	As of 11/20/2024

2489-ITB FC Tactical Driving Course - Phase II Infield Construction
Wednesday, November 6, 2024
TALLY SHEET

Company Name	Total Bid Price
Summit Construction & Development	\$4,466,930.27
F.S. Scarbrough	\$3,406,555.33
McLeRoy	\$3,268,641.03
McCoy Grading	\$2,825,723.24
Piedmont Paving, Inc.	\$2,421,698.61

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: Piedmont Paving, Inc.			Contract Number: #2357-B		
Mailing Address: 1226 Hwy 16 East			Contract Description or Title: Ridge Way Culvert Replacement		
City, St, Zip Code: Newnan, Ga. 30263			Contract Term (Dates) From: May 2024 To: September 2024		
Phone Number: 678-423-0586			Task Order Number:		
Cell Number: N/A			Other Reference: 19SBM - 2017 Stormwater SPLOST		
E-Mail Address: anthony@piedmont paving.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>Matt Bergen</i>			Date of Evaluation: 09/09/2024		
Print Name: Matt Bergen			Department/Division: Environmental Management		
Title: Project Manager			Telephone No: 770-305-5320		



COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of Option #1, to have the Fayette County Marshal's Office to occupy the Old Courthouse or Option #2, to enter an agreement to have the Fayette County Historical Society occupy the additional space on the 2nd and 3rd floors.

Background/History/Details:

The Old Courthouse was previously leased to the Fayette County Development Authority and the City of Fayetteville Mainstreet Tourism Association, both governmental entities. In January 2013, the County entered an Intergovernmental Agreement (IGA) with Fayetteville Mainstreet for use of the Old Courthouse to promote tourism and economic development. In 2021, Mainstreet vacated the premises and the Fayette County Historical Society moved in to occupy the first floor. In September 2024, the Development Authority moved out, leaving the 2nd and 3rd floors of the Old Courthouse vacant.

Of the departments within the County, the Marshal's Office has requested to move into the 2nd and 3rd floors. A request was also received from the Historical Society to occupy the 2nd and 3rd floors, in addition to the first floor. They currently occupy the first floor. The City of Fayetteville Development Authority withdrew a request to occupy the building.

Renovation for the Marshal's Office's request estimated total is \$41,400.

The only new cost for Historical Society is the request to replace or correct the monument sign outside of the building. There is minimum, to no cost to correct the signage.

What action are you seeking from the Board of Commissioners?

Approval of Option #1, to have the Fayette County Marshal's Office to occupy the Old Courthouse or Option #2, to enter an agreement to have the Fayette County Historical Society occupy the additional space on the 2nd and 3rd floors.

If this item requires funding, please describe:

Renovation for the Marshal's Office's request estimated total is \$41,400.

The only new cost for Historical Society is the request to replace or correct the monument sign outside of the building.

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:

FY2025 CIP / CAPITAL - PROJECT REQUEST FORM

Project Code: [] (for Finance use only)

All fields must be completed for submission. Incomplete forms will be rejected.

1. Project Name: Move the Marshal's Office to the Courthouse and Create a Classroom

2. Department: OTHER/NOT LISTED

Department Contact(s): Chief Marshal Lem Miller 770-305-5198
Sgt. Bryan Clanton 770-305-5358

3. Is this a construction project? Yes/No [No] If yes, is a permit required? [No]

3a. If this is a continuation or add-on to an existing project, provide the full account number (include existing project number): [No]

Table with 3 columns: Total Requested Project Funds by Fiscal Year (\$), Other Funding Sources, and Other Funding Source Type. Rows include FY25 through FY29.

5. Estimated Total Cost (\$): [30,750] 6. Estimated Useful Life: [10]

7. Detailed Project Description/Cost Breakdown: Include as much information as possible. IT cost \$10,000 for internet connectivity for Marshal's Office work stations. Building and Grounds cost \$11,000 (walls, paint, flooring, realignment of AV in classroom, addition of sprinkler heads) Furniture cost \$9,750 (2 desks @ \$650 each, 6 office chairs at \$350 each, 26 classroom chairs \$155 each, 8 classroom tables \$290each).

Separate Detail Sheet Attached: Yes/No [No]

8. Start Date (estimate): [01/01/25] 8a. Completion Date (estimate): [06/30/25]

9. Project Cost - Budget Line Items (Object Code)

Table with 2 columns: Account Description and \$ Amount. Rows include 541110 - Land, 541111 - ROW, 541210 - Other Improvements, 541320 - Building and Structures, and Total Project Cost.

10. Impact on Operating Budget (Future Annual Fees/Cost to any M&O Account). Table with 2 columns: Budget Line Items and Annual Amount (\$). Rows include Personnel Costs, Maintenance/Repairs, Capital Outlay, Utilities, Other, and Total.

Equipment				
Item	Model Number	Qty.	Price	Total
Fortinet FortiSwitch Network Switch	FS-148F-FPOE	1	\$1,900	\$1,900
Fortinet FortiGate Firewall	FG-40F	1	\$600	\$600
Fortinet FortiAP WiFi Access Point	FAP-231F-A	2	\$600	\$1,200
Tripp Lite 15U Wall Mount Locking Rack	SRW15US	1	\$550	\$550
Mitel 6940 IP Phone	6940	5	\$400	\$2,000
Cisco Analog Telephone Adapter	ATA192-3PW-K9	1	\$150	\$150
APC Smart-UPS 1500	SMC1500C	1	\$550	\$550
Oeveo UPS Wall Mount	UNVM-600	1	\$60	\$60
3ft. Cat6 Patch Cables	Monoprice SlimRun	20	\$3	\$60
10ft. Cat6 Patch Cables	Monoprice Flexboot	20	\$4	\$80
			Subtotal	\$7,150
Cabling				
Installation & testing of 20 Cat6 cable runs, including a 24-port patch panel & all necessary cable, jacks, wall plates & misc. supplies.				\$3,500
			TOTAL	\$10,650

Re: Send data from MFP14191055 08/14/2024 11:28

Brian Carnahan <bcarnahan@fayettecountyga.gov>

Wed 8/14/2024 4:19 PM

To: Lem Miller <lmliller@fayettecountyga.gov>; Anthony Ballard <aballard@fayettecountyga.gov>

Carpet for the new space on third floor is \$3,900. I hope we don't have to move the sprinklers and strobe is probably a couple hundred. So a rough estimate would be \$7,000.

Brian Carnahan
Building Maintenance Supervisor
770-320-6005
bcarnahan@fayettecountyga.gov



From: Lem Miller <lmliller@fayettecountyga.gov>**Sent:** Wednesday, August 14, 2024 2:14 PM**To:** Brian Carnahan <bcarnahan@fayettecountyga.gov>**Subject:** Re: Send data from MFP14191055 08/14/2024 11:28

Lay out looks good. Just let me know when you get the final numbers so I can take it to Rapson. I appreciate the help.

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: Brian Carnahan <bcarnahan@fayettecountyga.gov>**Sent:** Wednesday, August 14, 2024 1:33:01 PM**To:** Lem Miller <lmliller@fayettecountyga.gov>**Subject:** Re: Send data from MFP14191055 08/14/2024 11:28

I didn't include flooring and trim if needed also moving sprinkler and adding a strobe alarm.

Brian Carnahan
Building Maintenance Supervisor
770-320-6005
bcarnahan@fayettecountyga.gov



From: Lem Miller <lmliller@fayettecountyga.gov>**Sent:** Wednesday, August 14, 2024 12:06 PM**To:** Brian Carnahan <bcarnahan@fayettecountyga.gov>**Subject:** Re: Send data from MFP14191055 08/14/2024 11:28



Get a **\$50 Amazon Gift Card** instantly upon approval for **Amazon Visa**

Current Total: \$6,340.14
Savings: **- \$50.00**
Cost After Savings: **\$6,290.14**

[Learn more](#)

Shopping Cart

Subtotal (34 items): **\$6,340.14**

Price

[Proceed to checkout](#)



Correll SP1896PX-01 High Pressure Laminate Classroom,

\$288.80

Usually ships within 8 to 9 days

Shipped from: BisonOffice

FREE delivery Sep 17 - 18

Gift options not available. [Learn more](#)

Size: 18" x 96"

Style: Single Table

Color: Walnut

Qty: 8 [Delete](#) [Save for later](#)

[Compare with similar items](#) [Share](#)



Realspace® Calusa Mesh Mid-Back Chair, Black

\$154.99

In Stock

Shipped from: The Office Tex

FREE delivery Aug 30 - Sep 3

Gift options not available. [Learn more](#)

[Delete](#) [Save for later](#)

[Compare with similar items](#) [Share](#)

Subtotal (34 items): **\$6,340.14**

Customers who shopped for Correll SP1896PX-01 High Pressure Laminate Classro... also shopped for:

 Iceberg OfficeWorks Mobile Training Table...
52
\$309.99
[Add to cart](#)

 Correll ST1872PX-07 - Black Granite, 18"x72"...
21
\$330.32
[Add to cart](#)

 EMMA + OLIVER 6-Foot Rectangular Wood...
4
\$94.00
[Add to cart](#)

 Iceberg Premium Wood Laminate Folding Tab...
55
\$200.09
Only 14 left in stock (mor...
[Add to cart](#)

 OEF Furnishings 8' Seminar and 4' Folding Tables, 18"x96" Light...
1 offer from \$249.95
[See all buying options](#)

 Flash Furniture Gael 8' Wood Folding Trainin...
95
\$137.19
[Add to cart](#)

The price and availability of items at Amazon.com are subject to change. The Cart is a temporary place to store a list of your items and reflects each item's most recent price. [Learn more](#)
Do you have a gift card or promotional code? We'll ask you to enter your claim code when it's time to pay.



Fayette County Historical Society, Inc.

195 LEE STREET • P.O. BOX 421 • FAYETTEVILLE, GEORGIA 30214

October 24, 2024

To Fayette County Commissioners

The Fayette County Historical Society (FCHS) was chartered as a nonprofit corporation in July 1971. Our purpose is to discover, collect, preserve, and make accessible to the public materials which establish and illustrate the history of Fayette County. The FCHS holds regular meetings for its members and the public, and conducts community outreach projects. The FCHS has been recognized for its work sharing our county's history with the public through the Georgia Historical Marker Program, and this year in November we will be awarded the Georgia Historical Society Affiliate of the Year Award for 2024.

Our current building at 195 Lee Street was built in 1948 and has 1800 square feet, it was used as the County Library until it was vacated in 1986. Thereafter it has been occupied by the Fayette County Historical Society for the past 37 years. In 1986 Fayette County's population was estimated at about 54,000 residents. From 1986 through 2023 more than 74,000 people moved to Fayette County and our population was estimated at 123,350. That is a lot of history to squeeze into a 1800 square foot building!

The Fayette County Historical Society Research Center is set up as a library with book shelves, a small kitchenette and a small bathroom. As it is designed as a library, there is not room for displaying many artifacts, items, ephemera or donations that we have. In addition, the shelves are not adjustable and we cannot store our Archival boxes easily. A lot of useful research items for visitors are stacked in boxes that are not easily reachable.

We also currently use the first floor of the Old Courthouse as a Museum and Welcome Center at 200 Courthouse Square. We also provide scheduling of the conference room for other non-profit organizations such as the ladies of the DAR. But we have so much more that we could do and that we could display for our citizens if we had use of the entire historic courthouse. If we had the room, we would like to add in revolving displays, have a genealogy research room, a meeting room and be able to hold bigger events for fundraising.

The FCHS has been offered by Family Search a five year contract for a Genealogy Center with computers, scanners, external resources and volunteers. We have partnered with their

organization to have them scan documents to be digitized from our inventory so that our community can access them from home or at our site. We have to have the space and volunteers to man this facility and think it will be an asset to our county. At present we do not have computers to allow the public to get online to access these records. The closest facilities for this would be Atlanta, East Point or Morrow. Our plan would be to have the Historical Society's Old Courthouse Museum and Welcome Center open between 4 to 5 days a week.

The with use of the Courthouse we would convert our Research Center and Library to a Military Research Center. We will house all the information there that we have on the Fayette County Veterans, the military books, and artifacts from the Civil War. We have some donations of military uniforms, items from WWI and WWII that we would have more room for if we moved the genealogy and county history to the Courthouse. This building would be open by appointment and also at least two days per week.

In conclusion, the Board of Directors from the Fayette County Historical Society prays that you consider our request for continuing to occupy the Old Courthouse on the first floor, and also grant us the use of the 2nd and 3rd floor. It would be an asset to Fayette County to have an active building at the Courthouse and at Courthouse Square. It will be beneficial to the citizens of not only our county, but those who visit the Historical Society to research their Fayette ancestors. The use of the space of the Courthouse will be helpful to the Historical Society to make accessible to the public materials which establish and illustrate the history of Fayette County where after all, quality is a lifestyle.

Sincerely

Angela Pendleton, Fayette County Historical Society President

fayettehistoricalsocietyvga@gmail.com

fayettehistoricalsociety.com

Please consider the following requests in addition to the request for use of the 2nd and 3rd floor of the Historic Courthouse at 200 Courthouse Square.

Requests for the Welcome Center and Museum:

Telephone and Internet

Permanent signage for the Welcome Center and Museum on each corner/or each door

OPTION #2 – HISTORICAL SOCIETY

Proposed Cost Estimates for Fayette County Historical Society if moved to 200 Courthouse Square 2nd and 3rd floor.

These are all estimated costs without proper measurements.

Display cases run from \$250 for small and \$2500 for large. (Although, we have often been lucky enough to get donated cases.) I would guess we would ultimately get between 6 and 10 cases *eventually*. For 10 cases: \$13,750 one time cost to historical society. We already have cases on 1st floor.

Shelving for banker boxes: \$4,000 one time cost to historical society.

Cost for Family Search research computers/scanners/equipment \$0

New signage for outside \$300 (not sure what County requirements are so I had to guess) one time cost other than regular maintenance.

Telephone & Internet bundle \$100 (guess) per month estimate currently covered by County. They probably get a deal with so many lines. It might be less.

Pest control \$30 month (at current building) covered by Historical Society

Insurance \$450.00 year (at current building- may increase with larger building) covered by Historical Society

Security System for both doors plus motion detectors in hall. \$180 year (at current building) covered by Historical Society

Moving costs: unknown + volunteers

I think this covers just about everything. Again, thanks for your help. I hope you and the commissioners visits us sometime soon at the Research Center.

Submitted by:

Angela Pendleton

Historical Society President



Fayette County Historical Society, Inc.

195 LEE STREET • P.O. BOX 421 • FAYETTEVILLE, GEORGIA 30214

National Trust for Historical Preservation- Preserving Black Churches African American Cultural Heritage
Action Fund

600 14th Street NW, Suite 500

Washington, DC 20005

Dear Preserving Black Churches Funders:

The Fayette Historical Society is proud to collaborate with the Flat Rock Foundation to create a documentary that captures the rich history of Flat Rock AME Church. At 170 years old, the church is the oldest African American church in Fayette County. Originating in 1854 as a place of worship for slaves, the church moved to its current location at 148 Old Chapel Lane in 1898. Since then, it has served continuously as a place of worship for African Americans and the greater Fayette County community.

Our historical records show that the church is deeply rooted in the community. It has served the educational and spiritual needs of the community throughout its rich history. So much so that in 2006 we partnered with the Fayette Heritage Project to sponsor the erection of a Georgia Historical Marker in front of the church and adjoining cemetery.

Given the rich history of the church and its continued impact in the Fayette County community, we are proud to collaborate with the Flat Rock Foundation and Flat Rock AME Church to create a documentary that shares Flat Rock's history and community impact. We believe that the documentary is another important medium we can use to share the history of Flat Rock AME Church. We look forward to the possibilities.

Sincerely,



On the Menu this Month:

We Are Family:

Genealogy and Family History with Gail
Jenkins from the Fayette County Historical
Society.

Friday, November 15

12:30 PM - 2:30 PM

*Lunch will be provided * Registration Required*

Call 770-487-1565 or email kate.chambers@tyronega.gov



LUNCH & LEARN
Tyrone Public Library



BOARD OF CURATORS

Officers

DAVID P. ABNEY, *Chair*
W. TODD GROCE, PHD, *President and CEO*
CLYDE C. TUGGLE, *Vice-Chair*
LARRY D. THOMPSON, *Treasurer*
REED DULANY III, *Secretary*

Curators

KEVIN S. BLAIR
FRANK S. BLAKE
JAMES H. BLANCHARD, *Ex-officio*
STEPHANIE V. BLANK
ELLEN B. BOLCH
MARK BURNS
DAN T. CATHY
KIMBERLY S. GREENE
VENESSA HARRISON
JEFF KOLE
JOHN F. MCMULLAN, *Ex-officio*
WILLIAM T. MOORE, PHD, *Ex-officio*
SAM NUNN, *Honorary*
BEATRIZ R. PEREZ
H. JEROME RUSSELL, JR.

Chairmen Emeriti

ROBERT L. BROWN, JR.
SHAN COOPER
WALTER M. "SONNY" DERISO, JR.
KAY T. HIGHTOWER
THOMAS M. HOLDER
ROBERT S. JEPSON, JR.
BILL JONES III
DONALD KOLE
GRACE GREER PHILLIPS
LISA L. WHITE

September 16, 2024

Fayette County Historical Society
Attn: Ms. Angela Pendleton
P.O. Box 421
Fayetteville, GA 30214

Dear Ms. Pendleton,

It is with great pleasure that I write to inform you that the Fayette County Historical Society has been selected to receive the Georgia Historical Society's 2024 Affiliate of the Year Award. This award recognizes the outstanding efforts of organizations within the Affiliate Chapter Program to advance the mission of GHS to collect, examine, and teach Georgia history. The Fayette County Historical Society is being recognized for its ongoing support of the Georgia Historical Society, as a GHS Affiliate Chapter Member, and for its work with promoting history education in Fayette County through the Georgia Historical Marker Program.

We would like to present this award to you in person. We hope that this will provide the Fayette County Historical Society with an opportunity to draw positive attention to the good work that you do in your community. Please contact Elyse Butler, Manager of Programs and Special Projects, to discuss possible dates, times, and details of that presentation. She can be reached via email at ebutler@georgiahistory.com or by phone at 912.651.2125 ext.119.

Congratulations on this well-deserved honor and thank you for all that your organization has contributed toward the teaching of Georgia's history. We look forward to seeing you soon.

Very truly yours,



W. Todd Groce, Ph.D.
President and CEO

August 12, 2024

BOARD OF CURATORS

Officers
DAVID P. ALNEY, *Chair*
W. TODD GEECE, PH.D., *President and CEO*
CLYDE C. TUGGLE, *Vice Chair*
LARRY D. THOMPSON, *Treasurer*
REED HULLARY III, *Secretary*

Ms. Merryll S. Penson
430 St. Ives Trace
Athens, GA 30606

Dear Ms. Penson:

Curators
KEVIN S. BEALE
FRANK S. BEALE
JAMES H. BLANCHARD, *In office*
STEPHANIE V. BLANK
ELLEN B. BOGGS
MARK BURNS
DAN T. CATHY
KIMBERLY S. GREEN
YVONNA HARRISON
JEFF KOLE
JOHN F. McMILLAN, *In office*
WILLIAM T. MOORE, PH.D., *In office*
SAM NUNN, *Historian*
LATHIE R. PEREZ
J. JEROME RUSSELL, JR.

Congratulations! Your application for a Georgia Historical Marker on the subject of "The Union Benevolent Aid Society" was approved at the Marker Review Committee meeting on August 2, 2024. At your convenience, please contact us to discuss next steps and potential dedication dates of the historical marker. Based upon this discussion, GHS staff will then provide a timeline to ensure that the desired date is met.

In the coming weeks, the Georgia Historical Society and the Georgia Historical Marker Committee will provide you with a proposed historical marker text. While any changes to the initial text must go back through the Committee for final approval, please do not hesitate to contact me with concerns or questions regarding the text as we will ensure all parties are happy with the final text before casting.

The committee has approved your marker for full matching funds: thus, your cost-share payment is only \$2,500. Please note that payment must be received at the Georgia Historical Society before your marker can be ordered. Once the order is placed, production time at the foundry is approximately eight to ten weeks.

Along with the marker cost-share, please provide GHS with a shipping address for the historical marker. Since the crated marker weighs nearly 200 pounds, you are encouraged to have it delivered to a location near the installation site. The installation of the marker will be your responsibility, so please discuss the installation with the property owner prior to delivery.

While the hardest part of the marker process is past, there are still numerous details involved. Enclosed you will find a document detailing the next steps.

Again, congratulations on the approval of your historical marker application. I look forward to continuing to work with you and I invite you to contact Breana James, Historical Marker and Program Associate (bjames@georgiahistory.com), with any questions you might have.

Albest regards,

Elyse Butler
Manager of Programs and Special Projects

Enclosures

Timeline for The Union Benevolent Aid Society Historical Marker Project

- September 2024 – Invoice for the cost-share portion of the historical marker sent to sponsoring organization.
- December 4, 2024 - Georgia Historical Society will have an initial revised draft of the historical marker text to the primary contact of the historical marker application. GHS and the Fayette County Historical Society will work together to edit the text to ensure that all parties are satisfied with the end result.
- January 8, 2025 (or earlier) – Final historical marker text approved by all parties.
- January 15, 2025 (or earlier) - Historical marker order sent to the foundry by GHS. The casting of a historical marker typically takes 10-12 weeks, allowing for an additional week for delivery. The foundry requires the name and contact information of the person who will sign for the historical marker. The marker will not be delivered unless there is a representative available to sign for the marker when it arrives at your location.
 - The Installation of the historical marker is the responsibility of the sponsoring organizations.
- January 27, 2025 (or earlier) – Introduce Communications Director to applicant.
- March 12, 2025 – Historical marker dedication announcement sent to local elected officials and local GHS members by the Georgia Historical Society. This announcement is not an invitation but serves to let the public know the dedication is happening. Please note that this announcement does not require a response, so the sponsoring organizations should issue formal invitations to all who they wish to attend and/or speak at the dedication.
- April 9, 2025 – Historical marker dedication.



Fayette County Historical Society, Inc.

195 LEE STREET • P.O. BOX 421 • FAYETTEVILLE, GEORGIA 30214

June 17, 2024

New Hope Church and Cemetery Friends

The Fayette County Historical Society is interested in helping organizations such as the New Hope Church and Cemetery in researching and preserving the history of people from Fayette County. We believe it is important to have that research available to anyone wishing to research their family history.

A large part of the effort of this research is in cemeteries which may be the only historical record a person might have. Those who begin searching for their ancestors often start with the graves of ancestors to get the dates and determine the area where they once lived. Sometimes this might be the only historical record that the person may have.

The Fayette County Historical Society's publication of the Fayette County Cemetery book has a record of about 120 graves at New Hope Cemetery from when it was surveyed in 1997. Some of those graves once had a legible marker but time has eroded the inscription. Even so, many are merely marked with just a fieldstone.

We are hoping there are members of New Hope Church or volunteers who might remember where a person without a marked grave is buried. Or remember that a certain person was buried in the cemetery, even if they do not know the location of their resting place. Even if we cannot ever locate and identify an unmarked grave, it is still important to have that person's name listed in an updated survey for their families and future researchers.

fayettehistoricalsocietyga@gmail.com

Sincerely,

Angela Pendleton, President
Fayette County Historical Society

Volunteers



Fayette County
Historical Society
195 Lee Street
P.O. Box 421
Fayetteville, GA30214
Phone: (770) 461-9270

www.FayetteHistoricalSociety.com

From the Society's President

-Angela Pendleton, President

On certain nights there is a *fright*
That causes citizens to *shiver*.

There is a strange circulating light
Between Woolsey and Flint River!

—excerpt from Fayette and Other Verses
by D.C. Pratt

On October 20th at 3pm we are meeting at the Research Center on Lee Street to hear about the Legendary Ghost Stories from in and around Fayette County. Come visit us and listen to our members share some scary stories to tell in the dark while you have a sweet snack around our "camp fire". Hear about the Woolsey Ghost, the Peter's Woods stories, a spirit in the Holiday Dorsey Fife House **and more**. Wear a Halloween Hat and share your spooky story with us!

Scarecrows are coming to Downtown Fayetteville! Visit *our* scarecrow at the Old Courthouse

Museum *and vote for ours as the best!!* Go to **Main Street Fayetteville Facebook Events** to find out more information and how to vote starting October 1st. Vote for us!

Operating Hours

RESEARCH CENTER

6 PM - 9 PM Tuesday

10 AM - 1 PM Thursday

10 AM - 1 PM Saturday

OLD COURTHOUSE WELCOME CENTER AND MUSEUM

Thursday, Friday, Saturday 11 am - 3 pm

STARR'S MILL

2nd Wednesday each month 10 am - 2 pm
closed Dec-Feb

There all Along

Experiencing Holy Ground

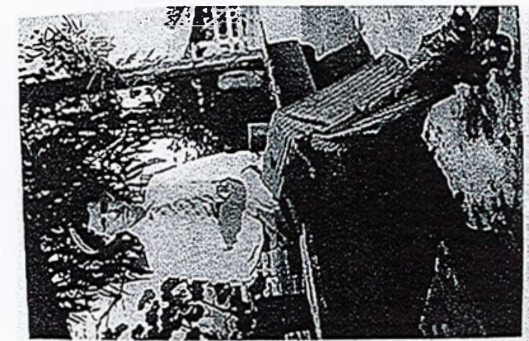
By Richard McLean

-an excerpt from page 31

The iconic image of Oliver (McLean) is captured in the word "walking!" I don't ever remember him owning an automobile, I am not sure he ever did. One of my delightful memories was the occasional trip to Joe Bernhard's store over on Hwy 85, the road from Atlanta to Columbus. We walked, and we talked. He measured a trip by one mile in 15 minutes. I wish I could remember his many stories which bonded me to him. Back then, these country stores, unlike the convenience stores of today, were gathering

places for men to get together and talk about life, crops, local politics, and many other subjects, including some kept from ears as young as mine. The ostensible reason for our journey was purchasing groceries and other items to take home, but the riches came in the walking and just being with him.

Contrary to our visit to Joe Bernhard's store that followed Snead Road and other established byways, the straightest way to Winn Jackson's store in Woolsey was cross country due east from the house through the woods. But traversing it with Oliver was every bit as interesting as walking down the road. I did enjoy the male bonding that occurred on these treks into the woods. I don't remember much visually about the foray except emerging on the other side near what today is Antioch Road and Brooks road or Hampton Road, or sure what the names were in the 1930's and 40's. Probably the same. My earliest memory of the buildings on the left or north side of the road was the old one room schoolhouse and Uncle Johnny's home, next to the Woolsey Baptist Church and cemetery where many of my kin were buried.





fayettecountyhistoricalsociety

Follow

Message



175 posts

725 followers

100 following

FayetteCountyHistoricalSociety

Nonprofit organization

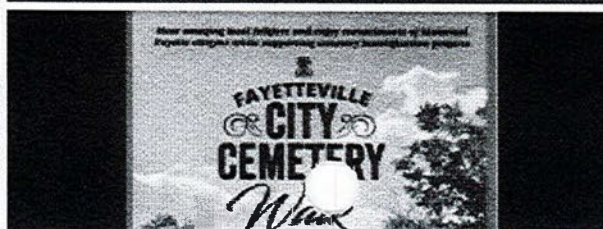
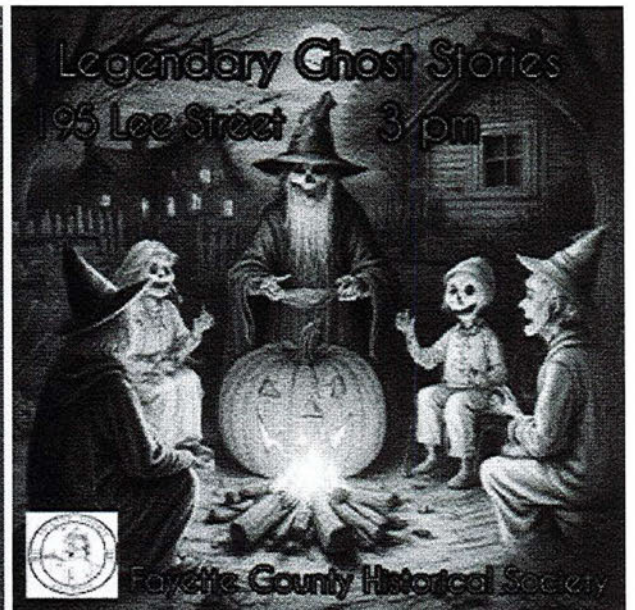
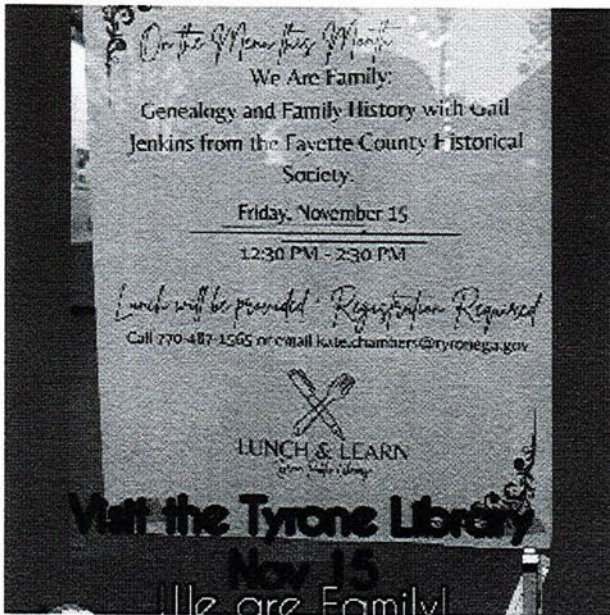
On TikTok Fayettecountyhistoricalalso #fayettecountyhistoricalsociety

fayettehistoricalsociety.com/donate

POSTS

REELS

TAGGED



TikTok

fayettecountyhistorical Fayettecountyhistoricalalso

Follow

Message



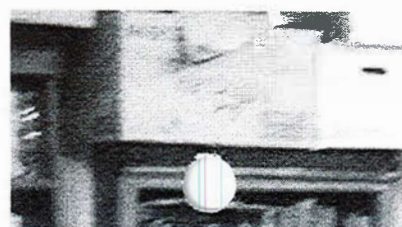
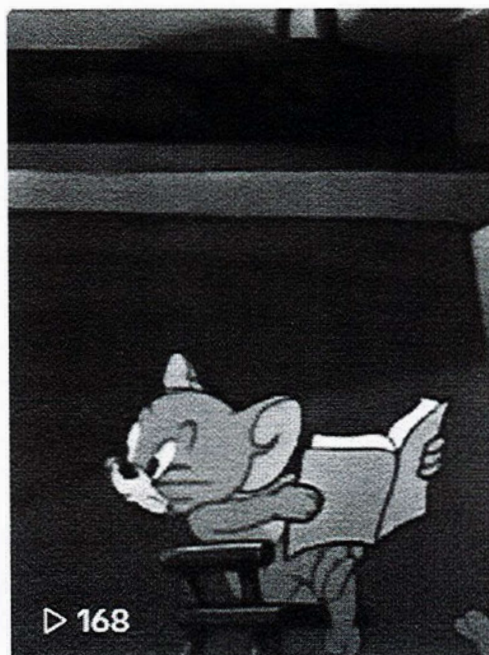
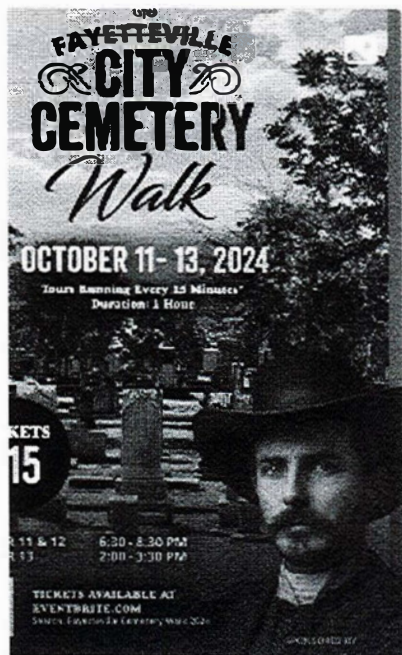
29 Following 65 Followers 334 Likes

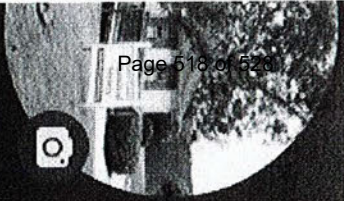
Fayette County Historical Society in Fayette County Georgia.



Videos

Liked





Fayette Co. Historical Society

3.1K likes • 3.6K followers

- About
- Mentions
- Reviews
- Reels
- Photos
- More

Heritage and genealogy research

[Edit bio](#)

Non-Governmental Organization (NGO)

Lee St, Fayetteville, GA, United States, Georgia

770-461-9270

lover9@yahoo.com

fayettehistoricalsociety.com

[Promote Website](#)

Now

[% recommended \(Reviews\)](#)

Edit c

See dashboard

Edit



What's on your mind?

Live video

Photo/video

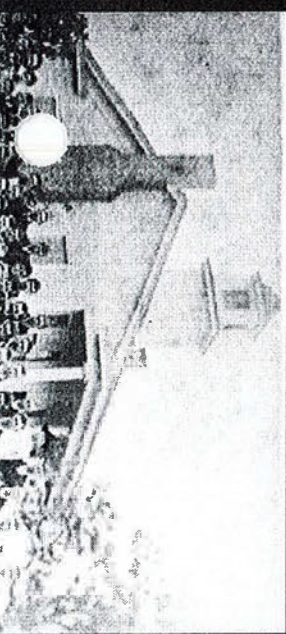
Reel

Featured



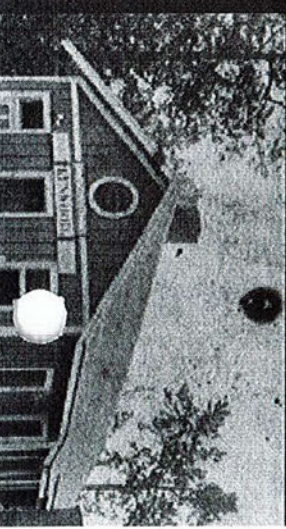
Fayette Co. Historical Society
June 19

Fayetteville Academy, 1850-1892.
Destroyed by cyclone.
by CB Glover



Fayette Co. Historical Society
June 8

Kenwood, Ga. just north of Fayetteville, Ga.
...



The Fayette County Historical Society came about as a result of the county's sesquicentennial celebration that took place in Fayette County in the summer of 1971. After that weeklong celebration, it was realized that there was a need for an organization to promote and preserve the county's history. Bylaws and a charter were written and incorporation proceedings were started in early 1972.

On March 22, 1972 the first meeting was held at the F.A. Sams Auditorium in Fayetteville with the following officers elected from a nine member board. Robert H. (Bobby) Kerlin President, Carolyn Cary Vice-President, Vivian Dixon Secretary, Edwin Ellington Treasurer, and Virginia Bell Historian. The remaining board members included Frances C. Reeves, Lucy Redwine, Kathryn Langford and R.J. Hampton. It was decided to hold monthly meetings, with the first being in April 1972.

You are invited to help preserve our rich and intriguing past by becoming a member of the Fayette County Historical Society. Your membership supports our educational programs and historical collection that makes it possible for the future to learn from the past.

Annual Membership (March - February)

\$1.00	Student
\$10.00	Individual
\$50.00	Sustaining
\$100.00	Business
\$100.00	Individual Patron
\$250.00	Lifetime, One time payment

Become a member or renew your membership online

fayettehistoricalsociety.com

or mail your membership application to

PO Box 421

Fayetteville Georgia 30214



Phone: 770-461-9270

fayettehistoricalsocietyga@gmail.com



Fayette County Historical Society

195 Lee Street

Fayetteville, Georgia

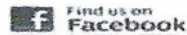




City of Fayetteville

Main Street Tourism

240 Glynn Street South • Fayetteville, Georgia 30214
Telephone (770) 461-6029 • Facsimile (770) 460-4238
www.fayetteville-ga.gov



CHAIRMAN
Cam Williams

BOARD
Cathy Cochran
Jolene Dingle
Len Gough
Patsy Gullett
Mike Hoffrichter
Vicki Turner

DIRECTOR
Brian Wismer

PROGRAM MGR
Joyce Waits

June 1, 2016

Fayette County Development Authority
200 Courthouse Square
Fayetteville, GA 30214

Re: Main Street lease renewal

Mrs. DesLaurier,

Per the terms of the existing lease agreement between *City of Fayetteville Main Street Tourism* and *Fayette County Development Authority* dated January 17, 2013, please accept this letter as written notice of our intent to renew the lease term for an additional five years. This will create a new lease end date of August 31, 2021, subject to a 2nd, five-year renewal option at that time if both parties elect to continue. All other components of the lease shall remain intact.

Thank you,

A handwritten signature in black ink that reads "Brian Wismer".

Brian Wismer
Economic Development Director
Main Street/DDA/Southern Ground Amphitheater

STATE OF GEORGIA

COUNTY OF FAYETTE

ASSIGNMENT OF LEASE AGREEMENT AND LEASE AMENDMENT

THIS ASSIGNMENT OF LEASE AGREEMENT AND LEASE AMENDMENT is made and entered into this 19 day of August, 2021 (“Assignment”), by and among the FAYETTE COUNTY DEVELOPMENT AUTHORITY (the “Authority”), the CITY OF FAYETTEVILLE MAINSTREET TOURISM ASSOCIATION (the “Association”) and the FAYETTE COUNTY HISTORICAL SOCIETY (the “Society”).

WITNESSETH:

WHEREAS, the Authority and the Association entered into a certain lease agreement dated January 17, 2013 (the “Lease”); and

WHEREAS, the Association desires to vacate the Premises, as that term is defined in the Lease, and assign all of its right, title and interest in the Lease to the Society; and

WHEREAS, the Society desires to assume all right, title and interest of the Association in the Lease; and

WHEREAS, the Authority consents to this assignment to the Society all of the Association’s right, title and interest in the Lease; and

WHEREAS, the parties wish to amend Paragraph VI of the Lease;

NOW, THEREFORE, for and in consideration of the sum \$10.00, the mutual benefits flowing to and among the parties hereto, and other good a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound do hereby

agree as follows:

1.

The Association hereby transfers and assigns to the Society all of its right, title and interest in the Lease effective upon execution of this Assignment.

2.

The Society accepts and assumes all of the Association's right, title and interest in the Lease.

3.

The Authority consents to this assignment to the Society all of the Association's right, title and interest in the Lease.

4.

Paragraph VI of the Lease is amended to read as follows:

"Tenant's obligation to pay rent and all charges set forth in other portions of this Lease shall commence on the first day of the Lease Term and shall continue on the same day of each successive month thereafter until such term expires. The rent shall be zero (\$0) dollars per year."

5.

The last sentence of Paragraph VIII of the Lease is amended to read as follows:

"Tenant shall operate a Visitors' Welcome Center/Museum/Gallery on-site four (4) hours per day (11:00 a.m. – 3:00 p.m.), five (5) days each week (Tuesday – Saturday), excluding holidays."

6.

All other terms and conditions contained in the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals to duplicate copies of this Assignment of Lease Agreement and Lease Amendment the day and date first above written.

FAYETTE COUNTY DEVELOPMENT AUTHORITY

By: *Darryl Hicks*
Chairman

Attest:

Secretary

Rosalinda Matta
Notary Public



CITY OF FAYETTEVILLE MAINSTREET
TOURISM ASSOCIATION

By: *[Signature]*

Attest:

Secretary

[Signature]
Notary Public



FAYETTE COUNTY HISTORICAL SOCIETY

By: _____
President

Attest:

Secretary

Notary Public

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals to duplicate copies of this Assignment of Lease Agreement and Lease Amendment the day and date first above written.

FAYETTE COUNTY DEVELOPMENT AUTHORITY

By: [Signature]

Chairman

Attest:

Secretary

[Signature]
Notary Public



CITY OF FAYETTEVILLE MAINSTREET TOURISM ASSOCIATION

By: _____

Chairman

Attest:

Secretary

Notary Public

FAYETTE COUNTY HISTORICAL SOCIETY

By: [Signature]

President

Attest:

Secretary

[Signature]
Notary Public
Comm Expires 10/8/22



COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to approve Ordinance 2024-10 to amend Fayette County Code of Ordinance, Chapter 8-Business; Article IV. -Personal Care Homes and Community Living Arrangements; Sec. 8-94.- Operational procedures.; (a), to amend the maximum number of residents allowed in personal care homes and community living arrangements.

Background/History/Details:

The only change that is being made is increasing the number of residents from three (3) to four (4). This change is consistent with state law.

What action are you seeking from the Board of Commissioners?

Approval of Ordinance 2024-10 to amend Fayette County Code of Ordinance, Chapter 8-Business; Article IV. -Personal Care Homes and Community Living Arrangements; Sec. 8-94.- Operational procedures.; (a), to amend the maximum number of residents allowed in personal care homes and community living arrangements.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

STATE OF GEORGIA

COUNTY OF FAYETTE

ORDINANCE

NO. 2024-___

AN ORDINANCE TO AMEND THE OPERATIONAL PROCEDURES FOR PERSONAL CARE HOMES AND COMMUNITY LIVING ARRANGEMENTS FOR FAYETTE COUNTY, GEORGIA; TO AMEND THE MAXIMUM NUMBER OF RESIDENTS ALLOWED IN PERSONAL CARE HOMES AND COMMUNITY LIVING ARRANGEMENTS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE; AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF FAYETTE COUNTY AND IT IS HEREBY ENACTED PURSUANT TO THE AUTHORITY OF THE SAME THAT CHAPTER 8 OF THE FAYETTE COUNTY CODE, AS IT PERTAINS TO PERSONAL CARE HOMES AND COMMUNITY LIVING ARRANGEMENTS, BE AMENDED AS FOLLOWS:

Section 1. By deleting Section 8-94 (a) pertaining to Operational Procedures, of Article IV Personal Care Homes and Community Living Arrangements, of Chapter 8 Businesses in its entirety, and by enacting in lieu thereof, a new Section 8-94 (a) pertaining to Operational Procedures, of Article IV Personal Care Homes and Community Living Arrangements, of Chapter 8 Businesses to read as follows:

Sec. 8-94. Operational procedures.

(a) No community living arrangement or personal care home shall have more than four residents and one administrator living on site.

Section 2. This ordinance shall become effective immediately upon its adoption by the Board of Commissioners of Fayette County.

Section 3. All other ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4. In the event any section, subsection, sentence, clause or phrase of this ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect other sections, subsections, sentences, clauses or phrases of this ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not a part hereof. The Board of Commissioners hereby declares that it would have passed the remaining parts of this ordinance if it had known that such part or parts hereof would be declared or adjudged invalid or unconstitutional.

SO ENACTED this ____ day of _____, 2024.

**BOARD OF COMMISSIONERS OF
FAYETTE COUNTY**

(SEAL)

By: _____
LEE HEARN, Chairman

ATTEST:

Tameca P. Smith, County Clerk

Approved as to form:

County Attorney