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

September 25, 2025
5:00 p.m.

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

OFFICIAL SESSION:
Call to Order
Invocation and Pledge of Allegiance by Commissioner Eric Maxwell
Acceptance of Agenda

PROCLAMATION/RECOGNITION:

PUBLIC HEARING:

1. Consideration of Ordinance 2025-04 amending Chapter 110. Zoning Ordinance, regarding Article VII. Zoning Board of Appeals. Sec. 110-242. - Powers and duties. (pages 3-12)

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

CONSENT AGENDA:

2. Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by George R. Redlich in the amount of $126.13 for tax year 2024. (pages 13-14)

3. Approval to adopt final supplemental budget adjustments for the fiscal year ended June 30, 2025, and authorization to adjust and close capital projects, moving remaining funds to project contingency. (pages 15-25)

4. Approval of the Georgia Department of Transportation's Title VI Non-Discrimination Agreement and Assurances. (pages 26-42)

5. Approval for staff to acquire all fee simple right-of-way and easements for the proposed roundabout and signalized RCUT at the intersection of Hampton Road and SR 92 (2004 SPLOST R-21). (pages 43-51)

6. Approval to declare fifty-seven (57) vehicles and miscellaneous equipment as un-serviceable, and to sell the assets online utilizing contracted auction services and for all proceeds to be returned to the vehicle replacement fund. (pages 52-54)

7. Approval of September 11, 2025 Board of Commissioners Meeting Minutes. (pages 55-59)

OLD BUSINESS:

NEW BUSINESS:

8. Request to approve the Public Facilities Authority Selection Committee's recommendation to reappoint Thomas Gray to the Public Facilities Authority for a term beginning July 24, 2025 and expiring July 23, 2026, and to extend said appointment to the next successive term ending July 23, 2027 per County Policy 100.19; Board Appointments. (pages 60-63)

9. Request to approve the Public Facilities Authority Selection Committee's recommendation to reappoint Edward Outlaw to the Public Facilities Authority for a term beginning July 24, 2025 and expiring July 23, 2026 and to extend said appointment to the next successive term ending July 23, 2027 per County Policy 100.19; Board Appointments. (pages 64-67)

10. Request to approve the Public Facilities Authority Selection Committee's recommendation to reappoint Alice Reeves to the Public Facilities Authority for a term beginning July 24, 2025 and expiring July 23, 2026 and to extend said appointment to the next successive term ending July 23, 2027 per County Policy 100.19; Board Appointments. (pages 68-71)

11. Request to award Bid #26015-B: 2017 SPLOST; Stormwater Category II, Tier II; 19SBJ Darren Drive Culvert Replacement to the lowest responsive, responsible bidder, Piedmont Paving, Inc., in the amount of $1,404,158.93. (pages 72-79)

12. Request to award Bid #26016-B: 2017 SPLOST; Stormwater Category II, Tier II; 19SBK Mark Lane Culvert Replacement to the lowest responsive, responsible bidder, Piedmont Paving, Inc., in the amount of $476,388.72 and to reallocate $99,437 from 17SAS Stormwater Improvement Plans CAT IV. (pages 80-87)

13. Request to accept an $800,000 federal-aid grant from Atlanta Regional Commission (ARC) for the Preconstruction Engineering (PE) of the Sandy Creek Road at Eastin Road/Sams Drive/Trustin Lake Drive Intersection Improvement project (I-2) and approval for the Chairman to execute the Project Framework Agreement (PFA) with Georgia Department of Transportation. (pages 88-108)

ADMINISTRATOR'S REPORTS:
ATTORNEY'S REPORTS:

COMMISSIONERS' REPORTS:

EXECUTIVE SESSION:

ADJOURNMENT:

In accordance with the Americans with Disabilities Act, accommodations are available for those who are hearing impaired. The Board of Commissioners Agenda and supporting material for each item is available on-line through the County's website at www.fayettecountyga.gov. This meeting will be telecast on Comcast Cable Channel 23 and on the internet at https://vimeo.com/user133262656.

COUNTY AGENDA REQUEST

Department:	Planning & Zoning	Presenter(s):	Debbie Bell, Director
Meeting Date:	Thursday, September 25, 2025	Type of Request:	Public Hearing #1

Wording for the Agenda:

Consideration of Ordinance 2025-04 amending Chapter 110. Zoning Ordinance, regarding Article VII. Zoning Board of Appeals. Sec. 110-242. - Powers and duties.

Background/History/Details:

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. Please refer to the attached staff report for details of the proposed amended language. There are some existing nonconforming lots in the County that do not meet the criteria for minimum lot size in their zoning districts but might otherwise support the development of a single-family home. Staff prepared a graphic showing the required elements for a single-family home on a typical 1-acre lot. This includes the house, driveway, well with buffer, septic tank, primary septic field and backup septic field. There is still space for an accessory structure or a pool to be added to the property in most instances. In addition, the State Department of Environmental Health has a 1-acre minimum lot size requirement for homes served by well and septic system.

On September 4, 2025, the Planning Commission voted 4-0, Mr. John H. Culbreth, Sr., was absent, to recommend APPROVAL of Consideration of Amendments to Sec. 110-242. – Powers and Duties, as recommended by staff.

What action are you seeking from the Board of Commissioners?

Approval of Ordinance 2025-04 amending Chapter 110. Zoning Ordinance, regarding Article VII. Zoning Board of Appeals. Sec. 110-242. - Powers and duties.

If this item requires funding, please describe:

No funding is required for this request.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	No

**** 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	Not Applicable	Reviewed by Legal	Yes
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

Planning and Zoning
140 Stonewall Avenue West, Ste 202
Fayetteville, Georgia 30214
Phone: 770-305-5421
www.fayettecountyga.gov

PETITION No: TA-0008-25

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.

PLANNING COMMISSION PUBLIC HEARING: September 4, 2025

BOARD OF COMMISSIONERS PUBLIC HEARING: September 25, 2025

STAFF ANALYSIS: There are some existing nonconforming lots in the County that do not meet the criteria for minimum lot size in their zoning districts but might otherwise support the development of a single-family home. Staff prepared a graphic showing the required elements for a single-family home on a typical 1-acre lot. This includes the house, driveway, well with buffer, septic tank, primary septic field and backup septic field. There is still space for an accessory structure or a pool to be added to the property in most instances.

In addition, the State Department of Environmental Health has a 1-acre minimum lot size requirement for homes served by well and septic system. There are still other variables that affect the approval of a septic system, such as the size of the house and number of bedrooms, the presence or absence of suitable soils on the site, and the lot shape and topography. This amendment does not supersede the requirements of the Environmental Health Department, which may require additional area depending on the individual project's criteria.

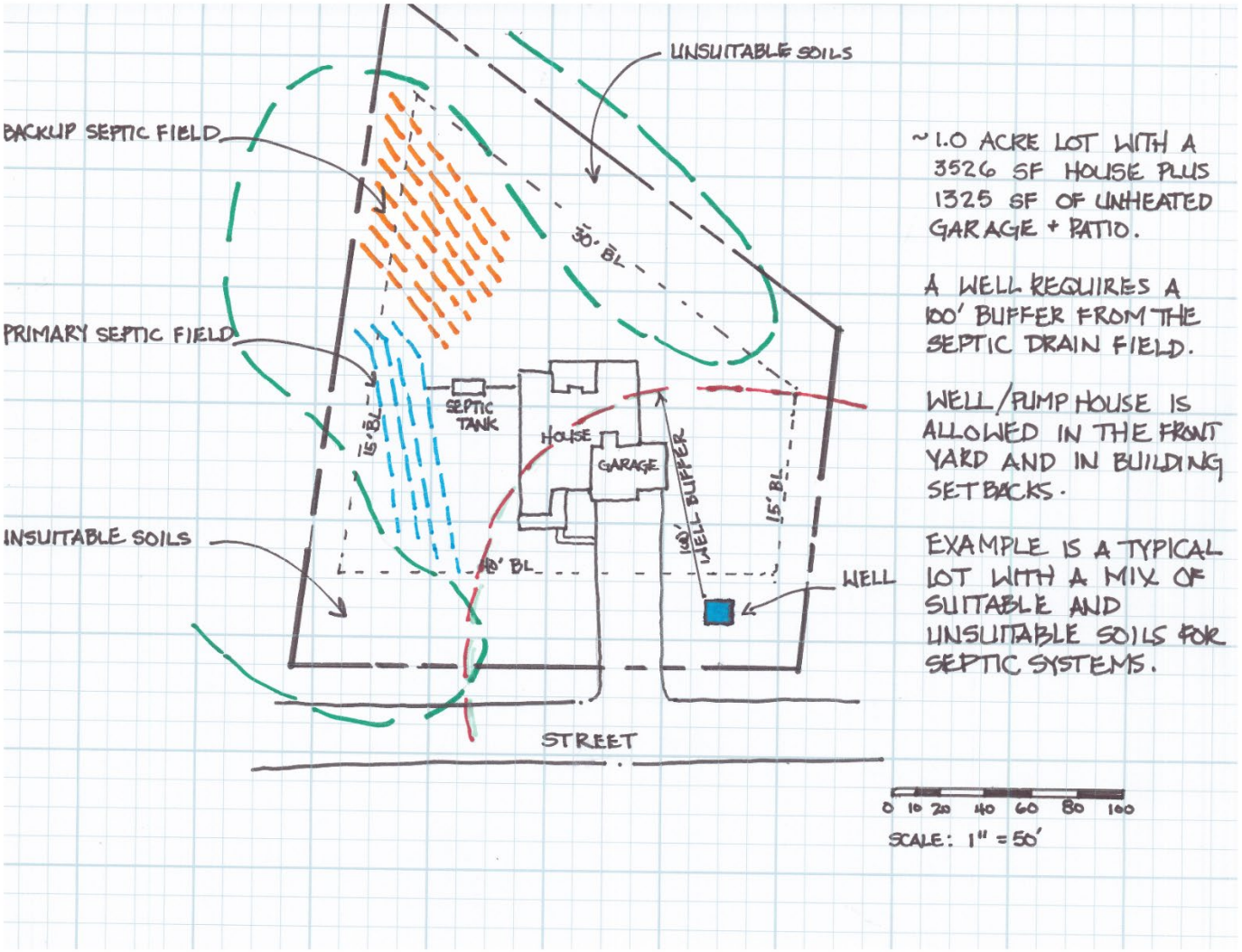
Staff recommends the following amendment to Sec. 110-242.(c)(1):

(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.~~

On September 4, 2025, the Planning Commission voted 4-0 (Mr. John H. Culbreth, Sr., was absent) to recommend APPROVAL of Consideration of Amendments to Sec. 110-242. – Powers and Duties, as recommended by staff.



~1.0 ACRE LOT WITH A 3526 SF HOUSE PLUS 1325 SF OF UNHEATED GARAGE + PATIO.

A WELL REQUIRES A 100' BUFFER FROM THE SEPTIC DRAIN FIELD.

WELL/PUMP HOUSE IS ALLOWED IN THE FRONT YARD AND IN BUILDING SETBACKS.

EXAMPLE IS A TYPICAL LOT WITH A MIX OF SUITABLE AND UNSUITABLE SOILS FOR SEPTIC SYSTEMS.

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

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

AGENDA OF ACTIONS
FAYETTE COUNTY PLANNING COMMISSION MEETING
140 STONEWALL AVENUE WEST
September 4, 2025
7:00 pm

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

NEW BUSINESS

1. Call to Order. ***Chairman John Kruzan called the August 7, 2025, meeting to order at 7:00 pm.***

2. Pledge of Allegiance. ***Chairman John Kruzan offered the invocation and led the audience in the Pledge of Allegiance. Board Member John H. Culbreth, Sr., was absent.***

3. Approval of Agenda. ***Danny England made a motion to approve the agenda. Jim Oliver seconded the motion. The motion carried 4-0***.

4. Consideration of the Minutes of the meeting held on August 7, 2025. ***Jim Oliver made a motion to approve the minutes of the meeting held on August 7, 2025. Danny England seconded the motion. The motion carried 4-0.***

5. Plats

    a. Minor Plat of Anthony Park. ***Jim Oliver made a motion to approve the Minor Plat for Anthony Park. Danny England seconded the motion. The motion passed 4-0.***

PUBLIC HEARING

6. Consideration of Amendments to Chapter 110. Zoning Ordinance, regarding Article VII.- Zoning Board of Appeals. – Sec. 110-242. – Powers and Duties. ***Jim Oliver 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. Danny England seconded the motion. The motion carried 4-0.***

Meeting Minutes 09/04/2025

THE FAYETTE COUNTY PLANNING COMMISSION met on September 4th, 2025, at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

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

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

NEW BUSINESS

1. Call to Order. ***Chairman John Kruzan called the August 7, 2025, meeting to order at 7:00 pm.***

2. Pledge of Allegiance. ***Chairman John Kruzan offered the invocation and led the audience in the Pledge of Allegiance. Board Member John H. Culbreth, Sr., and Deborah Bell, Zoning Administrator, were absent.***

3. Approval of Agenda. ***Danny England made a motion to approve the agenda. Jim Oliver seconded the motion. The motion carried 4-0***.

4. Consideration of the Minutes of the meeting held on August 7, 2025. ***Jim Oliver made a motion to approve the minutes of the meeting held on August 7, 2025. Danny England seconded the motion. The motion carried 4-0.***

5. Plats

   Ms. Deborah Sims confirmed the plat was reviewed and approved by staff.

   a. Minor Plat of Anthony Park. ***Jim Oliver made a motion to approve the Minor Plat for Anthony Park. Danny England seconded the motion. The motion passed 4-0.***

PUBLIC HEARING

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

Ms. Sims stated the proposed text amendment to Section 110-242, concerning the Powers and Duties of the zoning board of appeals, aims to revise criteria for granting variances. Specifically, it addresses variances for unimproved nonconforming lots and provides clarifications for variances applicable to improved illegal lots. A key modification introduced by the ordinance enacted last December involves a reduction in the minimum acreage requirement for properties with a well, lowering it from one and a half acres to one acre. This change means that a property owner with an acre of land may now be eligible for variance, irrespective of whether their property has a well.

Commissioner Jim Oliver asked, "Is this to clean up all those nonconforming lots.?"

Ms. Sims responded that it is cleaning those up, and the Board of Commissioners stated we needed it to find a way not to penalize so many people.

Commissioner Jim Oliver asked, but what if still a nonconforming lot below an acre?

Ms. Sims responded that if it's below an acre, you will not be able to; only if you have more than an acre but less than an acre and a half, you can still apply to build on your lot and get a variance, whether you put a well or run county water.

Commissioner Jim Oliver commented that this will fix some 70% of the problems the county has.

Ms. Sims explained that if you bring it into alignment with Environmental Management requirements, you must have at least one acre, and if you have bad soil, you will not be allowed.

Chairman John Kruzan asked if the board did not have any more questions to entertain a motion.

Jim Oliver 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. Danny England seconded the motion. The motion carried 4-0.

DRAFT

****

Jim Oliver moved to adjourn the September 4, 2025, Planning Commission meeting. Danny England seconded. The motion passed 4-0.

The meeting adjourned at 7:07 pm

PLANNING COMMISSION
OF
FAYETTE COUNTY

ATTEST:

JOHN KRUZAN, 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.

4-0 ___✓___ Recommended for approval to the BOC

_____ Recommended for denial to the BOC

_____Tabled until _____

Per the Fayette County Planning Commission on this 4th day of September 2025.

_____
JOHN J. KRUZAN, CHAIRMAN

_____
DANNY ENGLAND, VICE- CHAIRMAN

_____ (Absent)
JOHN H. CULBRETH, SR

_____
JIM OLIVER

_____
BORIS THOMAS

Remarks:

_____

_____

Continued from page A6

NOTICE OF PUBLIC HEARING
FOR AN AMENDMENT OF THE
FAYETTE COUNTY CODE OF
ORDINANCES, CHAPTER 110.
ZONING ORDINANCE.

PUBLIC HEARING to be held before the Fayette County Planning Commission on September 4, 2025, at 7:00 P.M, and before the Fayette County Board of Commissioners on September 25, 2025, at 5:00 P.M, in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Public Meeting Room, First Floor, Fayetteville, Georgia.

CONSIDERATION OF AMENDMENTS TO CHAPTER 110. ZONING ORDINANCE, REGARDING ARTICLE VII. – ZONING BOARD

Legals continued page A8

Continued from page A7

OF APPEALS. – SEC. 110-242. – POWERS AND DUTIES.

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.

This 15th day of August 2025.

Deborah Bell, Director
Planning and Zoning
08/20

COUNTY AGENDA REQUEST

Department:	Assessors' Office	Presenter(s):	Lee Ann Bartlett, Director
Meeting Date:	Thursday, September 25, 2025	Type of Request:	Consent #2

Wording for the Agenda:

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by George R. Redlich in the amount of $126.13 for tax year 2024.

Background/History/Details:

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

Request made by George R. Redlich for personal property account #20200275. On August 1, 2025, a request for a refund of taxes was made due to an overpayment of taxes. The request was based on erroneous payment of taxes for a boat that was sold to an Alabama marina in the prior year. Taxpayer is eligible under the refund statute for a refund for tax year 2024.

Board of Assessors recommend approval.

What action are you seeking from the Board of Commissioners?

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by George R. Redlich in the amount of $126.13 for tax year 2024.

If this item requires funding, please describe:

The funding required will be for those refund requests where the overpayment of taxes (voluntarily or involuntarily) was a direct result of property that had previously been erroneously assessed and taxes have already been collected from the taxpayer(s).

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

**** 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	Not Applicable	Reviewed by Legal	Yes
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

[Type here]

Tax Assessor
140 Stonewall Avenue West, Ste 108
Fayetteville, GA 30214
Phone: 770-305-5402
www.fayettecountyga.gov

MEMORANDUM

TO: Fayette County Board of Commissioners

FROM: Fayette County Board of Assessors

DATE: September 2, 2025

Re: Tax Refund Request – Redlich

Mr. George R Redlich has requested this refund of taxes for tax year 2024 due to overpayment of taxes.

The taxpayer's boat was sold to an Alabama marina in March of 2023. The taxes were paid in error for tax year 2024.

The provisions of the refund statute were designed to enable correction of an error or illegality that exists in the record of assessment and is discovered after the payment of taxes. In this case, it was discovered that Mr. Redlich had paid the taxes on a boat that he did not own and was not in the state of Georgia on January 1, 2024.

TOTAL REFUND RECOMMENDED: $126.13 2024

COUNTY AGENDA REQUEST

Department:	Finance Department	Presenter(s):	Sheryl Weinmann, CFO
Meeting Date:	Thursday, September 25, 2025	Type of Request:	Consent #3

Wording for the Agenda:

Approval to adopt final supplemental budget adjustments for the fiscal year ended June 30, 2025, and authorization to adjust and close capital projects, moving remaining funds to project contingency.

Background/History/Details:

Georgia law requires a final balanced budget be adopted by county governments for its governmental funds. Staff is recommending budget adjustments for each fund and each department with an unfavorable variance between budget and actual expenditures. Staff is also recommending to close projects that have been completed and to move remaining funds to project contingency. These supplemental budget adjustments must be approved by the Board of Commissioners and posted to the ledger before the accounting records can be closed and the auditors can begin their fieldwork for the fiscal year audit.

What action are you seeking from the Board of Commissioners?

Approval to adopt final supplemental budget adjustments for the fiscal year ended June 30, 2025, and authorization to adjust and close capital projects, moving remaining funds to project contingency.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?	Yes	If so, when?	Annually
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

**** 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	Yes	Reviewed by Legal	No
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

FAYETTE COUNTY, GEORGIA
RECOMMENDED YEAR-END BUDGET ADJUSTMENTS TO THE REVISED FY 2025 BUDGET
FOR FISCAL YEAR ENDED JUNE 30, 2025

ORG	OBJ	Proj	FUND/ DEPARTMENT/PROJECT	ACCOUNT DESCRIPTION	Expenditure Increase (Dec)	Revenue Increase (Dec)	Fund Balance Increase (Dec)
I. The following requested year-end budget adjustments are for funds that are not included in the original budget due to the unpredictability of annual activity. At year-end, budgets are established for these funds to fulfill the Georgia law requirement of balanced budgets for Governmental Funds.							
A. To establish FY 2025 operating budget for fund 206 Sheriff Operations for Inmate Commissary proceeds.							
20600001	361000	COMM		INTEREST INCOME		3,902.00	3,902.00
20600001	361000	LIFE		INTEREST INCOME		70.00	70.00
20600001	371001	COMM		DONATIONS/MISCELLANEOUS		135,525.00	135,525.00
20600001	371001	LIFE		DONATIONS/MISCELLANEOUS		100.00	100.00
20630310	521316	LIFE		TECHNICAL SERVICES	105.00		(105.00)
20630326	521316	COMM		TECHNICAL SERVICES	7,104.00		(7,104.00)
20630310	531106	LIFE		COMMUNICATION SUPPLIES	6,411.00		(6,411.00)
20630326	523201	COMM		COMMUNICATION SERVICES	1,188.00		(1,188.00)
20630326	523202	COMM		POSTAGE	1,768.00		(1,768.00)
20630326	523205	COMM		COMCAST	1,748.00		(1,748.00)
20630326	531114	COMM		OFFICE SUPPLIES	275.00		(275.00)
20630326	531134	COMM		INMATE SUPPLIES	768.00		(768.00)
20630326	531441	COMM		SUBSCRIPTIONS, BOOKS & MAGS	17,904.00		(17,904.00)
20630326	542393	COMM		APPLIANCES	15,084.00		(15,084.00)
					52,355.00	**139,597.00**	**87,242.00**
B. To establish FY 2025 operating budget for the Confiscated Funds controlled by the Sheriff.							
1. To establish FY 2025 operating budget for the State Confiscated Property Fund							
21030003	351370			STATE CONFISCATED FUNDS		26,692.00	26,692.00
21000001	361000			INTEREST INCOME		475.00	475.00
21030390	521217			PUBLIC RELATIONS SERVICES	8,225.00		(8,225.00)
21030390	521316			TECHNICAL SERVICES	7,311.00		(7,311.00)
21030390	521318			OTHER FEES AND SERVICES	143.00		(143.00)
21030390	531107			TIRES	524.00		(524.00)
21030390	531600			SMALL EQUIPMENT	2,019.00		(2,019.00)
21030390	542200			VEHICLES	5,000.00		(5,000.00)
21030390	542510			FIREARMS & PROTECTIVE DEVICES	1,288.00		(1,288.00)
21030390	542520			SAFETY EQUIPMENT	5,380.00		(5,380.00)
				APPROPRIATED FUND BALANCE	-	*2,723.00*	*2,723.00*
					29,890.00	**29,890.00**	**-**

FAYETTE COUNTY, GEORGIA
RECOMMENDED YEAR-END BUDGET ADJUSTMENTS TO THE REVISED FY 2025 BUDGET
FOR FISCAL YEAR ENDED JUNE 30, 2025

ORG	OBJ	Proj	FUND/ DEPARTMENT/PROJECT	ACCOUNT DESCRIPTION	Expenditure Increase (Dec)	Revenue Increase (Dec)	Fund Balance Increase (Dec)
2. To establish FY 2025 operating budget for the US Customs Fund							
21130003	351380			FEDERAL CONFISCATED FUNDS		5,123.00	5,123.00
21100001	361000			INTEREST INCOME		411.00	411.00
21130390	531114			OFFICE SUPPLIES	1,149.00		(1,149.00)
21130390	531600			SMALL EQUIPMENT	312.00		(312.00)
21130390	531704			FURNITURE & FIXTURES <$1,000	65.00		(65.00)
					1,526.00	**5,534.00**	**4,008.00**
3. To establish FY 2025 operating budget for the Federal Confiscated Property Fund							
21230003	351380			FEDERAL CONFISCATED FUNDS		176,930.00	176,930.00
21200001	361000			INTEREST INCOME		970.00	970.00
21230390	522320			CAR RENTAL	161.00		(161.00)
21230390	523201			COMMUNICATION SERVICES	19,254.00		(19,254.00)
21230390	523591			LODGING & MEALS	21,152.00		(21,152.00)
21230390	523592			AIR FARE	1,637.00		(1,637.00)
21230390	523593			MILEAGE & PARKING	112.00		(112.00)
21230390	523600			SEMINARS & DUES	7,669.00		(7,669.00)
21230390	531116			OTHER SUPPLIES	520.00		(520.00)
21230390	531117			SAFETY SUPPLIES	2,955.00		(2,955.00)
21230390	531270			GASOLINE VENDORS	727.00		(727.00)
21230390	531600			SMALL EQUIPMENT	625.00		(625.00)
21230390	531701			UNIFORMS & SUPPLIES	6,977.00		(6,977.00)
21230390	542167			SURVEILLANCE EQUIPMENT	4,735.00		(4,735.00)
21230390	542510			FIREARMS & PROTECTIVE DEVICES	27,057.00		(27,057.00)
21230390	542520			SAFETY EQUIPMENT	2,780.00		(2,780.00)
					96,361.00	**177,900.00**	**81,539.00**
C. To establish FY 2025 revenue budget for the Opioid Settlements fund. On 3/23/23, the BOC approved the annual allocation of the settlements proceeds of $30k for the Sheriff and $30k for Fire/EMS.							
21330001	351920		OPIOID SETTLEMENTS FUND	LOCAL GOVT OPIOID SETTLEMENTS		123,259.00	123,259.00
					-	**123,259.00**	**123,259.00**

FAYETTE COUNTY, GEORGIA
RECOMMENDED YEAR-END BUDGET ADJUSTMENTS TO THE REVISED FY 2025 BUDGET
FOR FISCAL YEAR ENDED JUNE 30, 2025

ORG	OBJ	Proj	FUND/ DEPARTMENT/PROJECT	ACCOUNT DESCRIPTION	Expenditure Increase (Dec)	Revenue Increase (Dec)	Fund Balance Increase (Dec)
D. To establish FY 2025 revenue budget for the Hotel/Motel Tax fund. The original budget includes $35,000 revenue in the GF as a placeholder until we know the actual amount of Hotel/Motel Room Tax revenue. Recommending to setup the budget revenue equal to the actual revenue amount received and decrease to zero the placeholder revenue amount in the GF. Also recommending to transfer the actual hotel/motel tax proceeds of $59,784 to the General Fund so these can be used for any legal purpose in the county (O.C.G.A. 48-13-51).							
1. To setup the budget for the Hotel/Motel Room Tax revenue received of $59,784 and to transfer this amount to the General Fund.							
27500001	314117		HOTEL/MOTEL TAX FUND	HOTEL/MOTEL TAX		59,783.88	59,783.88
27590110	610100		TRANSFER TO OTHER FUNDS	TRANSFER TO OTHER FUNDS	59,783.88		(59,783.88)
				Hotel/Motel Tax Fund	59,783.88	59,783.88	-
2. To decrease to zero the placeholder amount of $35,000 in the GF budget and to transfer to the GF the Hotel/Motel Room Tax revenue.							
10000001	314117		GENERAL FUND	HOTEL/MOTEL ROOM TAX		(35,000.00)	(35,000.00)
10000001	390275		GENERAL FUND	TRANSFERS FROM OTHER FUNDS		59,783.88	59,783.88
				General Fund	-	**24,783.88**	**24,783.88**
II. Vehicles and Equipment recommendations:							
A. Project 253AA for a new Fire Services Squad Vehicle was approved in FY 2025 for a total of $135,000. At the end of the year, there is an open purchase order for $127,706.89 for the purchase of the Squad Vehicle and additional add-ons. Unspent/unencumbered funds = $7,293.11. Recommending to move the unspent/unemcumbered balance from FY 2025 to FY 2026 to cover the costs to be incurred to get the unit ready for service - year-to-year zero net effect to Vehicle and Equipment fund balance.							
FY 2025							
61030550	542200	253AA	FIRE - VEHICLES	VEHICLES	(7,219.11)	-	7,219.11
FY 2026							
61030600	542200	253AA	FIRE - VEHICLES	VEHICLES	7,219.11		(7,219.11)
					-	-	-
B. Project 243AB for 2 Rescue Pumpers was approved in FY 2024 for a total of $1,524,658. At the start of FY 2025 there is an unspent balance of $1,523,928. No actual expenses were incurred in FY 2025. There is only an open purchase order for $1,479,658 at year-end. There is an unspent/unencumbered balance of $44,270.08. Recommending to move the unspent/unemcumbered balance from FY 2025 to FY 2026 to provide the funds needed to cover additional costs in FY 2026 to get the units ready for service - year-to-year zero net effect to Vehicle and Equipment fund balance.							
FY 2025							
61030550	542200	243AB	FIRE - VEHICLES	VEHICLES	(44,270.08)	-	44,270.08
FY 2026							
61030550	542200	243AB	FIRE - VEHICLES	VEHICLES	44,270.08		(44,270.08)
					-	-	-

FAYETTE COUNTY, GEORGIA
RECOMMENDED YEAR-END BUDGET ADJUSTMENTS TO THE REVISED FY 2025 BUDGET
FOR FISCAL YEAR ENDED JUNE 30, 2025

ORG	OBJ	Proj	FUND/ DEPARTMENT/PROJECT	ACCOUNT DESCRIPTION	Expenditure Increase (Dec)	Revenue Increase (Dec)	Fund Balance Increase (Dec)
III. Grants recommendations:							
A. On June 27, 2024, the BOC accepted the Hazard Mitigation Grant from FEMA thru Georgia Emergency Management Agency to update the Fayette County Multi-Jurisdictional Hazard Mitigation Plan. The grant reimbursement is $18,000 with a local match of $6,000 for a total of $24,000. At FY 2025 year-end, no reimbursement from the grant has been received. We have only spent $14,443 in grant related expenses. Recommend to decrease the FY25 grant revenue budget by the amount not received, $18,000; also decrease the expenditures budget by the amount not spent, $9,557. The FY 2026 budget would be increased by the same amounts decreased in FY 2025 - year-to-year zero net effect to fund balance.							
FY2025							
10030003	331150	G810D	Emergency Management	Hazard Mitigation Grant		(18,000.00)	(18,000.00)
10030930	521316	G810D	Emergency Management	Hazard Mitigation Grant	(9,557.00)		9,557.00
					(9,557.00)	(18,000.00)	(8,443.00)
FY2026							
10030003	331150	G810D	Emergency Management	Hazard Mitigation Grant		18,000.00	18,000.00
10030930	521316	G810D	Emergency Management	Hazard Mitigation Grant	9,557.00		(9,557.00)
					9,557.00	18,000.00	8,443.00
B. In March 2025 the Drug Court received a $4,000 grant for the purchase of technological equipment to be used prior to June 30, 2025. No match required. Recommending to increase both, the revenue grant budget and the expenditure grant budget by the $4,000 grant received - zero net effect to fund balance.							
21920003	334219	DRUG	DRUG COURT	GRANTS		4,000.00	4,000.00
21920160	542420	DRUG	DRUG COURT	COMPUTER EQUIPMENT	4,000.00		(4,000.00)
					4,000.00	4,000.00	-
C. In March 2025 the DUI Accountability Court received a $4,000 grant for the purchase of technological equipment to be used prior to June 30, 2025. No match required. Recommending to increase both, the revenue grant budget and the expenditure grant budget by the $4,000 grant received - zero net effect to fund balance.							
21420003	334219	DUI	ACCOUNTABILITY COURT	GRANTS		4,000.00	4,000.00
21420330	542420	DUI	ACCOUNTABILITY COURT	COMPUTER EQUIPMENT	4,000.00		(4,000.00)
					4,000.00	4,000.00	-
D. The FY 2025 original budget for the Juvenile Court grant award is $96,648. This is a 100% grant with no match required. The Juvenile Court did not use the full grant amount awarded. Unused grant amount equals $34,292. Recommending to decrease the budgeted grant revenue and grant expense by the unused amount - zero net effect to fund balance.							
10020003	334219	G801A	GENERAL FUND	GRANTS		(34,292.00)	(34,292.00)
10020600	521316	G801A	JUVENILE COURT	TECHNICAL SERVICES	(34,292.00)		34,292.00
					(34,292.00)	(34,292.00)	-

FAYETTE COUNTY, GEORGIA
RECOMMENDED YEAR-END BUDGET ADJUSTMENTS TO THE REVISED FY 2025 BUDGET
FOR FISCAL YEAR ENDED JUNE 30, 2025

ORG	OBJ	Proj	FUND/ DEPARTMENT/PROJECT	ACCOUNT DESCRIPTION	Expenditure Increase (Dec)	Revenue Increase (Dec)	Fund Balance Increase (Dec)
IV. SPLOST Projects recommendations:							
A. The following SPLOST Projects have been completed. We are recommending for the Board to approve the projects to be closed.							
1. SPLOST projects with no remaining funds. Recommending to close the projects.							
a. Project 21SAR Sams Drive at Lees Mill Road, original budget = $20,675							
b. Project 17SBA 205 Brookshire Drive, original budget = $19,190							
2. SLOST projects with residual funds. Recommending to close the project and move residual funds to SPLOST Contingency.							
a. Project 19SBQ 116 Downing Court, original budget = $148,600							
32240320	541210	19SBQ	STORMWATER SPLOST PROJECTS	OTHER IMPROVEMENTS	(2,047.21)		2,047.21
32240599	579000	STORM	STORMWATER CONTINGENCY	CONTINGENCY	2,047.21		(2,047.21)
					-	-	-
b. Project 17TAL Redwine, Bernhard PT Parkway, original budget = $3.5M							
32240220	541210	17TAL	TRANSPORTATION SPLOST PROJEC	OTHER IMPROVEMENTS	(700.00)		700.00
32240599	579000	TRANS	TRANSPORTATION CONTINGENCY	CONTINGENCY	700.00		(700.00)
					-	-	-
V. Capital/CIP Projects recommendations:							
A. The following projects have been completed with remaining funds. Recommending to transfer remaining funds in the projects to the respective Projects Contingency accounts and to close the projects.							
1. Project 226AF McCurry Park Picnic Parking Lot, original budget = $50,000							
37560110	541210	226AF	RECREATION PROJECTS	OTHER IMPROVEMENTS	(12,600.69)		12,600.69
37510599	579000	PARKS	PROJECTS CONTINGENCY	CONTINGENCY	12,600.69		(12,600.69)
					-	-	-
2. Project 253AJ Fire Hose Replacement, original budget = $42,653							
37230550	531117	253AJ	FIRE PROJECTS	SAFETY SUPPLIES	(5,950.07)		5,950.07
37510599	579000	FIRE	PROJECTS CONTINGENCY	CONTINGENCY	5,950.07		(5,950.07)
					-	-	-

FAYETTE COUNTY, GEORGIA
RECOMMENDED YEAR-END BUDGET ADJUSTMENTS TO THE REVISED FY 2025 BUDGET
FOR FISCAL YEAR ENDED JUNE 30, 2025

ORG	OBJ	Proj	FUND/ DEPARTMENT/PROJECT	ACCOUNT DESCRIPTION	Expenditure Increase (Dec)	Revenue Increase (Dec)	Fund Balance Increase (Dec)
3. Project 246AA Library Teen Zone, original budget = $14,736							
37260500	541210	246AA	LIBRARY PROJECTS	OTHER IMPROVEMENTS	(532.46)		532.46
37510599	579000		PROJECTS CONTINGENCY	CONTINGENCY	532.46		(532.46)
					-	-	-
4. Project 257AA Zoning & EMD Remodeling Project, original budget = $46,222							
37270411	541210	257AA	PLANNING & ZONING PROJECTS	OTHER IMPROVEMENTS	(1,160.06)		1,160.06
37510599	579000		PROJECTS CONTINGENCY	CONTINGENCY	1,160.06		(1,160.06)
					-	-	-
5. Project 253AH Replace Body-Dash & Interview System, original budget = $75,000							
37530323	542167	253AH	SHERIFF'S PROJECTS	SURVEILLANCE EQUIPMENT	(877.72)		877.72
37510599	579000		PROJECTS CONTINGENCY	CONTINGENCY	877.72		(877.72)
					-	-	-
6. Project 253AL Fire Station 1 Remodel, original budget = $75,000							
37530550	541210	253AL	FIRE PROJECTS	OTHER IMPROVEMENTS	(21,387.00)		21,387.00
37510599	579000	FIRE	PROJECTS CONTINGENCY	CONTINGENCY	21,387.00		(21,387.00)
					-	-	-
B. The following project has been completed with a budget shortage. Recommending to transfer funds from the respective Project Contingency account to bring the project within budget and to close the project.							
7. Project 253AI Portable & VHF Base Mobile Radio, original budget = $63,531							
37510599	579000		PROJECTS CONTINGENCY	CONTINGENCY	(197.73)		197.73
37530326	542530	253AI	SHERIFF'S PROJECTS	BUSINESS/COMM MACHINES	197.73		(197.73)
					-	-	-
C. Recommending to transfer $550,000 from project 205AA Public Health Building to General Fund Project Contingency. The Health Building project is mainly complete. After the transfer to Contingency, the project will still have funding left to cover any additional expenses and the General Fund Project Contingency balance will be at a healthy level.							
37550110	541320	205AA	PUBLIC HEALTH PROJECTS	BUILDINGS & STRUCTURES	(550,000.00)		550,000.00
37510599	579000		PROJECTS CONTINGENCY	CONTINGENCY	550,000.00		(550,000.00)
					-	-	-

FAYETTE COUNTY, GEORGIA
RECOMMENDED YEAR-END BUDGET ADJUSTMENTS TO THE REVISED FY 2025 BUDGET
FOR FISCAL YEAR ENDED JUNE 30, 2025

ORG	OBJ	Proj	FUND/ DEPARTMENT/PROJECT	ACCOUNT DESCRIPTION	Expenditure Increase (Dec)	Revenue Increase (Dec)	Fund Balance Increase (Dec)
VI. M&O Budget recommendations:							
A. The FY 2025 original budget includes transfers to fund 603 Major Medical from the different funds to increase the stabilization amount. Due to the large stop-loss payment received in FY 2025, these transfers are not needed. Recommending to decrease to zero the amount of the transfers to medical - zero net effect to fund balance across funds.							
10090110	610603		GENERAL FUND	TRANSFER TO MEDICAL	(287,306.00)		287,306.00
21490110	610603		ACCOUNTABILITY STATE COURT	TRANSFER TO MEDICAL	(893.00)		893.00
21590110	610603		911 COMMUNICATIONS	TRANSFER TO MEDICAL	(21,811.00)		21,811.00
21990110	610603		DRUG COURT	TRANSFER TO MEDICAL	(2,027.00)		2,027.00
27090110	610603		FIRE SERVICES	TRANSFER TO MEDICAL	(82,553.00)		82,553.00
27290110	610603		EMS	TRANSFER TO MEDICAL	(20,891.00)		20,891.00
50541010	610603		WATER SYSTEM	TRANSFER TO MEDICAL	(33,536.00)		33,536.00
54040500	610603		SOLID WASTE	TRANSFER TO MEDICAL	(983.00)		983.00
60300001	390100		MAJOR MEDICAL	TRANSFER FROM OTHER FUNDS		(287,306.00)	(287,306.00)
60300001	390214		MAJOR MEDICAL	TRANSFER FROM OTHER FUNDS		(893.00)	(893.00)
60300001	390219		MAJOR MEDICAL	TRANSFER FROM OTHER FUNDS		(21,811.00)	(21,811.00)
60300001	390215		MAJOR MEDICAL	TRANSFER FROM OTHER FUNDS		(2,027.00)	(2,027.00)
60300001	390270		MAJOR MEDICAL	TRANSFER FROM OTHER FUNDS		(82,553.00)	(82,553.00)
60300001	390272		MAJOR MEDICAL	TRANSFER FROM OTHER FUNDS		(20,891.00)	(20,891.00)
60300001	390505		MAJOR MEDICAL	TRANSFER FROM OTHER FUNDS		(33,536.00)	(33,536.00)
60300001	390540		MAJOR MEDICAL	TRANSFER FROM OTHER FUNDS		(983.00)	(983.00)
					(450,000.00)	(450,000.00)	-
B. At year end, the Street Lights Fund and the Animal Control Spay & Neuter Fund have a negative fund balance. For both funds, expenditures for FY 2025 are higher than revenue wiping out initial fund balance. Also, both funds have a budget deficit. Actual expenditures are higher than budget expenditures. Recommending to transfer funds from the General Fund to bring fund balance to positive and to cover the budget deficit for both funds.							
1. At year end, fund 271 Street Lights has a negative fund balance of $100k and an expenditures budget deficit of $33k. Recommending to transfer $133k from the General Fund to bring fund balance to positive and to cover the budget deficit - zero net effect across funds and a decrease to Street Lights fund balance.							
10090110	610271		GENERAL FUND	TRANSFERS TO OTHER FUNDS	133,000.00		(133,000.00)
27100001	390100		STREET LIGHTS FUND	TRANSFERS FROM OTHER FUNDS		133,000.00	133,000.00
27140260	531231		STREET LIGHTS	GEORGIA POWER COMPANY	33,000.00		(33,000.00)
					166,000.00	133,000.00	(33,000.00)

FAYETTE COUNTY, GEORGIA
RECOMMENDED YEAR-END BUDGET ADJUSTMENTS TO THE REVISED FY 2025 BUDGET
FOR FISCAL YEAR ENDED JUNE 30, 2025

ORG	OBJ	Proj	FUND/ DEPARTMENT/PROJECT	ACCOUNT DESCRIPTION	Expenditure Increase (Dec)	Revenue Increase (Dec)	Fund Balance Increase (Dec)
2. At year end, fund 291 Animal Control Spay/Neuter has a negative fund balance of $25k and an expenditures budget deficit of $40k. Recommending to transfer $65k from the General Fund to bring fund balance to positive and to cover the budget deficit - zero net effect across funds and a decrease to Animal Control Spay/Neuter fund balance.							
10090110	610291		GENERAL FUND	TRANSFERS TO OTHER FUNDS	65,000.00		(65,000.00)
29100001	390100		ANIMAL CONTROL SPAY/NEUTER	TRANSFERS FROM OTHER FUNDS		65,000.00	65,000.00
29130910	521319		ANIMAL CONTROL SPAY/NEUTER	ANIMAL STERILIZATION	40,000.00		(40,000.00)
					105,000.00	65,000.00	(40,000.00)
C. 911 Communications is requesting to move to FY 2026 funding available at the end of FY 2025 for the following: Security System & Consoles Upgrade ($87,500 available) and Spillman Upgrade ($500,000 available). The department was not able to complete these projects in FY 2025. Recommending to move to FY 2026 the available budget amounts - year-to-year zero net effect to fund balance.							
FY 2025							
21530800	542167		911 COMMUNICATIONS	SURVEILLANCE EQUIPMENT	(87,500.00)	-	87,500.00
21530800	542167	253SU	911 COMMUNICATIONS	SURVEILLANCE EQUIPMENT	(500,000.00)		500,000.00
FY 2026							
21530800	542167		911 COMMUNICATIONS	SURVEILLANCE EQUIPMENT	87,500.00		(87,500.00)
21530800	542167	253SU	911 COMMUNICATIONS	SURVEILLANCE EQUIPMENT	500,000.00		(500,000.00)
					-	-	-
D. The State Court Judge department is over budget by $26k at the end of FY 2025. There are ARPA related expenses of $48k for the department. There is no budget amount because at the time of the budget process the ARPA grant amount had not been awarded. Recommending to increase the ARPA grant expenditure budget line by the amount of the actual expense, $48k. This will bring the State Court Judge department within budget - decrease to the GF fund balance.							
10020330	521316	GJC22	STATE COURT JUDGE	TECHNICAL SERVICES	48,464.00		(48,464.00)
					48,464.00	-	(48,464.00)
E. At the end of FY 2025, the Jail Surcharge Fund Inmate Meals expenditure line-item is over budget by $32,500. Actual revenue for the fund exceeds budgeted revenue by $30,980. Recommending to use excess revenue received of $30,980 and fund balance of $1,520 to cover the over budget Inmate Meals expenditure line-item. Budget revenue is increased by $30,980 and budget expenditures are increased by $1,520 to cover the over budget amount of $32,500 - decrease to Jail Surcharge Fund balance.							
21630002	337124		JAIL SURCHARGE FUND	JAIL INMATE FEE GA DEPT OF CORR		26,730.00	26,730.00
21630002	351180		JAIL SURCHARGE FUND	JAIL SURCHARGE FUND FINES		4,250.00	4,250.00
21630355	531301		JAIL SURCHARGE	INMATE MEALS	32,500.00		(32,500.00)
					32,500.00	30,980.00	(1,520.00)

FAYETTE COUNTY, GEORGIA
RECOMMENDED YEAR-END BUDGET ADJUSTMENTS TO THE REVISED FY 2025 BUDGET
FOR FISCAL YEAR ENDED JUNE 30, 2025

ORG	OBJ	Proj	FUND/ DEPARTMENT/PROJECT	ACCOUNT DESCRIPTION	Expenditure Increase (Dec)	Revenue Increase (Dec)	Fund Balance Increase (Dec)
F. The following General Fund departments have budget deficits as of the end of FY 2025. Recommending to cover these budget deficits with remaining budget amounts from other departments within the General Fund - zero net effect to General Fund balance.							
1. Non-Departmental Gen Govt - is over budget by $6,100. Other Fees and Services is over budget by $9,900 for unexpected expenses.							
10010090	521318		NON-DEPARTMENTAL GEN GOVT	OTHER FEES AND SERVICES	6,100		(6,100)
2. Non-Departmental Public Safety - is over budget by $227k. The Georgia Power line is over budget by $192k and the Claims Expense line is over budget by $78k.							
10030090	523181		NON-DEPARTMENTAL PUBLIC SAFET	CLAIMS EXPENSE	78,000		(78,000)
10030090	531231		NON-DEPARTMENTAL PUBLIC SAFET	GEORGIA POWER COMPANY	149,000		(149,000)
3. Non-Departmental Health & Welfare - is over budget by $7,800. The Georgia Power line is over budget by $4,400 and the Natural Gas Service line is over budget by $3,400.							
10050090	531220		NON-DEPARTMENTAL HEALTH & WE	NATURAL GAS SERVICE	3,400		(3,400)
10050090	531231		NON-DEPARTMENTAL HEALTH & WE	GEORGIA POWER COMPANY	4,400		(4,400)
4. Public Health - is over budget by $21k. City of Fayetteville Water line is over budget by $2k and the Georgia Power line is over budgt by $20k.							
10050110	531210		PUBLIC HEALTH	CITY OF FAYETTEVILLE WATER	2,000		(2,000)
10050110	531231		PUBLIC HEALTH	GEORGIA POWER COMPANY	20,000		(20,000)
5. WIC Program - is over budget by $3,300. The Georgia Power line is over budget by $3,300.							
10050150	531231		WIC	GEORGIA POWER COMPANY	3,300		(3,300)
6. Fayette Counseling Center - is over budget by $3k. The Georgia Power line is over budget by $3k.							
10050511	531231		FAYETTE COUNSELING CENTER	GEORGIA POWER COMPANY	3,000		(3,000)
7. Senior Citizens Center - is over budget by $300. The Natural Gas line is over budget by $300.							
10050520	531220		SENIOR CITIZENS CENTER	NATURAL GAS SERVICE	300		(300)
8. County Extension - is over budget by $2,800. The Technical Services line is over budget by $6,600.							
10070130	521316		COUNTY EXTENSION	TECHNICAL SERVICES	3,000		(3,000)
9. Department budget deficits above to be covered with remaining budget from the following expenditure lines:							
10010320	521316		ADMINISTRATION	TECHNICAL SERVICES	(72,500)		72,500
10040220	521316		ROAD DEPARTMENT	TECHNICAL SERVICES	(200,000)		200,000
				General Fund - Net	**-**	**-**	**-**

FAYETTE COUNTY, GEORGIA
RECOMMENDED YEAR-END BUDGET ADJUSTMENTS TO THE REVISED FY 2025 BUDGET
FOR FISCAL YEAR ENDED JUNE 30, 2025

ORG	OBJ	Proj	FUND/ DEPARTMENT/PROJECT	ACCOUNT DESCRIPTION	Expenditure Increase (Dec)	Revenue Increase (Dec)	Fund Balance Increase (Dec)
VII. Water System recommendations:							
A. Water System CIP							
1. Project 21WSB (Private Water System Improvements) has been completed with a budget shortage of $6,655.00. Project 24WSB (Gearbox Rebuild at Crosstown) has also been completed but has available funds of $6,286.78. These projects combined have a net shortage of $368.22. Recommending to close the completed projects and to cover the $368.22 net shortage with available funds in project 23WSB (Fluoride & Na2MnO4 Upgrade South Fayette).							
a. Project 21WSB (Private Water System Improvements) has been completed and has a budget overage of $6,655.00.							
50740400	542540	21WSB	Water CIP	Private Water System Improvements	6,655.00		(6,655.00)
b. Project 24WSB (Gearbox Rebuild at Crosstown) has been completed and has residual funds of $6,286.78.							
50740400	542540	24WSB	Water CIP	Gearbox Rebuild at Crosstown	(6,286.78)		6,286.78
				Net shortage	**368.22**	**-**	**(368.22)**
c. Project 23WSB (Fluoride & Na2MnO4 Upgrade South Fayette) has available funds of $3,933.97.							
50740400	542540	23WSB	Water CIP	Fluoride & Na2MnO4 Upgrade South Fayette	(368.22)		368.22
				Net	**-**	**-**	**-**
2. The following projects have been completed. These projects do not have any residual funds. Recommend to close the projects.							
a. Project 24WSC Crosstown WTP Painting (original budget = $54,100)							
b. Project 9WPMS Water Plant Maintenance & Storage Improvements to Distribution (original budget = $100,000)							
B. Water System M&O							
1. The FY 2025 approved budget included a contribution from Trilith of $323,776.13 for a lighting plan that will illuminate the Water Storage Tank. At year-end, there has not been any associated costs for the lighting plan and so we have not received any contribution. Recommending to move the budget balance not received of $323,776.13 from FY 2025 to FY 2026. To keep a Water System balanced budget, also recommending the following: to decrease the R&E expense line by the amount of the revenue reduction in FY 2025 and increase the R&E expense line by the amount of the revenue increase in FY 2026 - year to year zero net effect to the Water System Fund balance.							
FY 2025:							
50540003	371100		WATER SYSTEM	CONTRIBUTED CAPITAL		(373,776.13)	(373,776.13)
54041100	610915		ADMINISTRATIVE - DEBT/FA	WATER TRANSFERS-R&E FUND	(373,776.13)		373,776.13
					(373,776.13)	(373,776.13)	-
FY 2026:							
50540003	371100		WATER SYSTEM	CONTRIBUTED CAPITAL		373,776.13	373,776.13
54041100	610915		ADMINISTRATIVE - DEBT/FA	WATER TRANSFERS-R&E FUND	373,776.13		(373,776.13)
					373,776.13	373,776.13	-
				Net	**-**	**-**	**-**

COUNTY AGENDA REQUEST

Department:	Public Works	Presenter(s):	Phil Mallon, Public Works Director
Meeting Date:	Thursday, September 25, 2025	Type of Request:	Consent #4

Wording for the Agenda:

Approval of the Georgia Department of Transportation's Title VI Non-Discrimination Agreement and Assurances.

Background/History/Details:

A requirement of the GDOT certification process for local governments to administer federal-aid projects is for the annual adoption of Georgia Department of Transportation (GDOT) Title VI Non-Discrimination Agreement and Assurances. The 16-page document provided as back-up to this agenda request contains both the Non-Discrimination Agreement and the Assurances.

Public Works, Human Resources, and the Purchasing Department work together to ensure the requirements and intent of the Civil Rights Act of 1964 and the Civil Rights Restoration Act 0f 1987 are met and satisfied.

What action are you seeking from the Board of Commissioners?

Approval of the Georgia Department of Transportation's Title VI Non-Discrimination Agreement and Assurances.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?	Yes	If so, when?	7/11/2024
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

**** 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	Not Applicable	Reviewed by Legal	No
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

TITLE VI
NON-DISCRIMINATION AGREEMENT

The Georgia Department of Transportation and

Fayette County, Georgia

Name of Recipient

Policy Statement

The ***(Name of Recipient)*** Fayette County Board of Commissioners, *hereinafter referred to as the "Recipient"* assures that no person shall on the grounds of race, color, national origin, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Recipient further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include **all** programs or activities of Federal Aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not.

In the event the Recipient distributes federal aid funds to a sub-recipient, the Recipient will include Title VI language in all written agreements and will monitor for compliance.

The Recipient's ***(Name of person/division)*** Director of Public Works, is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulation(CFR) 200 and 49 Code of Federal Regulation 21.

Phil Mallon
Name of Responsible Agency Official (Please Print)

Director of Public Works
Title

September 25, 2025
Date

Title VI Program

Organization and Staffing

Pursuant to 23 CFR 200, ***(Name of Recipient)*** Fayette County has appointed a Title VI Specialist who is responsible for **Attachment 1**, which describes the hierarchy for ***(Name of Recipient)'s*** Fayette County's Title VI Program, including an organization's chart illustrating the level and placement of Title VI responsibilities.

Assurances

49 CFR Part 21.7

The Fayette County Board of Commissioners, hereby gives assurances:

1. That no person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are Federally funded or not. Activities and programs which the recipient hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to:

   - List all major programs and activities of the recipient and Title VI responsibilities for each one of them. Include information as **Attachment 2** to this Nondiscrimination Agreement.

2. That it will promptly take any measures necessary to effectuate this agreement.

3. That each program, activity, and facility as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.

4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the recipient by the Georgia Department of Transportation (GDOT) under the Federally-Funded Program and is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Recipient.

5. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements.

   The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

6. That the Recipient shall insert the clauses of Appendix A of this Agreement in every contract subject to the Act and the Regulations.

7. That the Recipient shall insert the clauses of Appendix B of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

8. That the Recipient shall include the appropriate clauses set forth in Appendix C of this Agreement, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under a Federal Aid Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under a Federal Aid Program.

9. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

Implementation Procedures

This agreement shall serve as the recipient's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,

2. the grant or donation of Federal property and interest in property,

3. the detail of Federal personnel,

4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient, and

5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The recipient shall:

1. Issue a policy statement, signed by the head of the recipient, which expresses it's commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.

2. Take affirmative action to correct any deficiencies found by GDOT or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the recipient shall be held responsible for implementing Title VI requirements.

3. Establish a civil rights unit and designate a coordinator who has a responsible position in the organization and easy access to the head of the recipient. This unit shall contain a Title VI Specialist, who shall be responsible for initiating and monitoring Title VI activities and preparing required reports.

4. Adequately staff the civil rights unit to effectively implement the civil rights requirements.

5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, or national origin, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the recipient's report

of investigation, will be forwarded to GDOT's Office of Equal Employment Opportunity (OEEO) within 10 days of the date the complaint was received by the recipient.

6. Collect statistical data (race, color, national origin) of participants in, and beneficiaries of the programs and activities conducted by the recipient.

7. Conduct Title VI reviews of the recipient and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.

8. Conduct training programs on Title VI and related statutes.

9. Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year.

   a) **Annual Work Plan**
   Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.

   b) Accomplishment Report
   List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Specialist and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Specialist. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the recipient.

Discrimination Complaint Procedure

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's Title VI Specialist for review and action.

2. In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

    a) The date of alleged act of discrimination; or

    b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the recipient or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the recipient, the person shall be interviewed by the Title VI Specialist. If necessary, the Title VI Specialist will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the recipient's investigative procedures.

4. Within 10 days, the Title VI Specialist will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, an advise the complainant of other avenues of redress available, such as GDOT and USDOT.

5. The recipient will advise GDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to GDOT:

    a) Name, address, and phone number of the complainant.

    b) Name(s) and address (es) of alleged discriminating official(s).

    c) Basis of complaint (i.e., race, color, or national origin)

    d) Date of alleged discriminatory act(s).

    e) Date of complaint received by the recipient.

f) A statement of the complaint.

g) Other agencies (state, local or Federal) where the complaint has been filed.

h) An explanation of the actions the recipient has taken or proposed to resolve the issue raised in the complaint.

6. Within 60 days, the Title VI Specialist will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the recipient. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

7. Within 90 days of receipt of the complaint, the head of the recipient will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with GDOT, or USDOT, if they are dissatisfied with the final decision rendered by the Recipient. The Title VI Specialist will also provide GDOT with a copy of this decision and summary of findings upon completion of the investigation.

8. Contact for GDOT's Title VI staff is as follows:

   Georgia Department of Transportation

   Office of Equal Opportunity, Title VI/ Program

   600 West Peachtree Street, N.W. 7th Floor

   Atlanta, GA 30308

   (404) 631-1497

Sanctions

In the event the recipient fails or refuses to comply with the terms of this agreement, the GDOT may take any or all of the following actions:

a) Cancel, terminate, or suspend this agreement in whole or in part;

b) Refrain from extending any further assistance to the recipient under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the recipient.

c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the recipient.

d) Refer the case to the Department of Justice for appropriate legal proceedings.

SIGNED FOR THE GEORGIA DEPARTMENT OF TRANSPORTATION:

Signature

EEO Director

Title

Date

NAME OF RECIPIENT:

Signature

Chairman, Board of Commissioners

Title

September 25, 2025

Date

APPENDIX A

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

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Title 49, Code of Federal Regulations, part 21 to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Title 49, Code of Federal Regulations, part 21, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Title 49, Code of Federal Regulations, part 21 may determine to be appropriate, including, but not limited to:

a. withholding payments to the contractor under the contract until the contractor complies; and/or
b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Title 49, Code of Federal Regulations, part 21 may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

(HABENDUM CLAUSE)

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

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

or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

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

APPENDIX C

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

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

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the STATE will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the STATE will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the STATE and its assigns.*

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

APPENDIX D

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

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

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, the STATE will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the STATE will there upon revert to and vest in and become the absolute property of the STATE and its assigns.*

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

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

COUNTY AGENDA REQUEST

Department:	Public Works / 2004 SPLOST	Presenter(s):	Phil Mallon, Director
Meeting Date:	Thursday, September 25, 2025	Type of Request:	Consent #5

Wording for the Agenda:

Approval for staff to acquire all fee simple right-of-way and easements for the proposed roundabout and signalized RCUT at the intersection of Hampton Road and SR 92 (2004 SPLOST R-21).

Background/History/Details:

This intersection was approved by the Board of Commissioners for conversion to a signalized RCUT and roundabout on July 3, 2020. Redesign of the roundabout was required to meet new GDOT criteria, which impacted the right-of-way (ROW) plans. This agenda items seeks BOC authorized of the revised plans, dated August 26, 2025.

A copy of the revised CROY Engineering ROW plans are provided as back-up to this request.

A similar request will be made to the Town of Woolsey to approve the revised plans.

What action are you seeking from the Board of Commissioners?

Approval for staff to acquire all fee simple right-of-way and easements for the proposed roundabout and signalized RCUT at the intersection of Hampton Road and SR 92 (2004 SPLOST R-21).

If this item requires funding, please describe:

Funding is available from the 2004 SPLOST (R-21).

Has this request been considered within the past two years?	Yes	If so, when?	11/9/2023
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

**** 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	Yes	Reviewed by Legal	
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

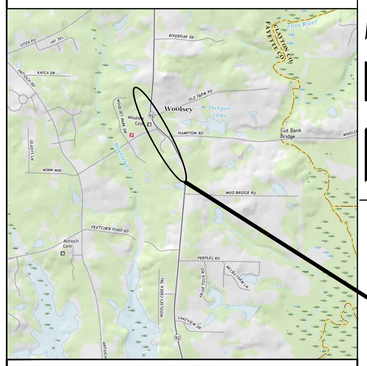
9/2/2025 12:31:18 PM USER:Eric Brisse	P:\Marietta\1866 Fayette County\1866.036 To 35 – SR92Hampton Rd Survey and Construction\Engineering\Design\1866.036_RW-Cover.dwg	COUNTY	CROY REFERENCE NUMBER	SHEET NO.	TOTAL SHEETS
		FAYETTE	1866.036	###	###

FAYETTE COUNTY

RIGHT OF WAY PROPOSED SR92 AT HAMPTON ROAD IMPROVEMENTS

PROJECT NO. R-21

LOCATION SKETCH



NOT TO SCALE

THIS PROJECT HAS BEEN PREPARED USING THE HORIZONTAL GEORGIA COORDINATE SYSTEM OF 1984 (NAD 1983)/94 WEST ZONE, AND THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988.

FUNCTIONAL CLASS:
MINOR ARTERIAL

THIS PROJECT IS 100% IN FAYETTE COUNTY IN CONG. DIST. NO. 4TH.

LAND LOTS: 202, 203, 214, 215
LAND DISTRICT: 04

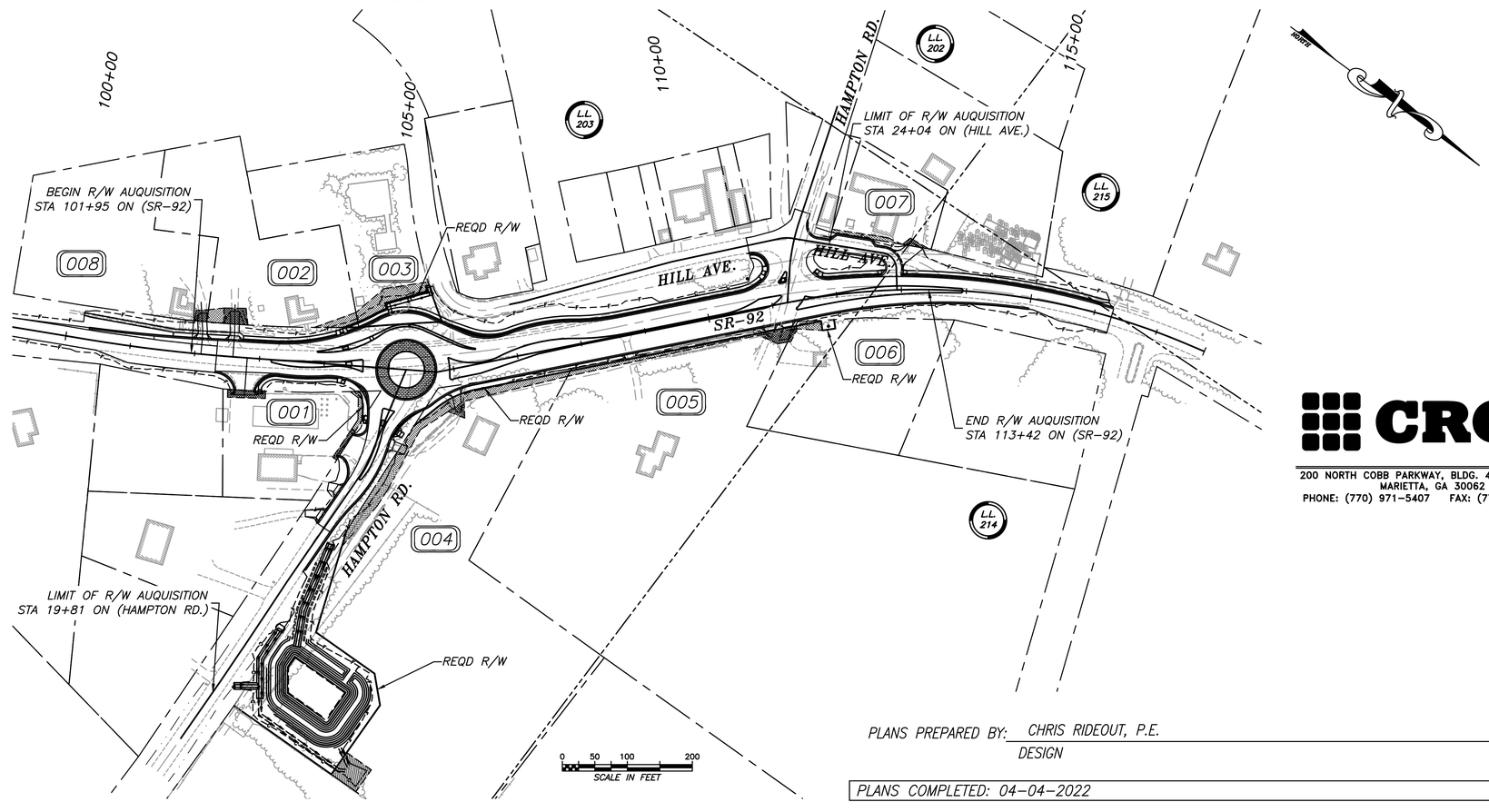
NOTE:
PROJECT TO BE CONSTUCTED AS PER GEORGIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, 2021 EDITION, AS APPROVED BY THE FEDERAL HIGHWAY ADMINISTRATION AND MODIFIED BY CONTRACT DOCUMENTS.

THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS OR IN ANYWAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED, AND DO NOT BIND FAYETTE COUNTY IN ANY WAY. THE ATTENTION OF BIDDER IS SPECIFICALLY DIRECTED TO SUBSECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.

CONVENTIONAL SIGNS

STATE OR COUNTY LINE
CITY LIMIT LINE
LAND LOT LINE
PROPERTY LINE
SURVEY OR BASE LINE
RIGHT OF WAY LINE
- EXISTING
- REQUIRED
- LIMIT OF ACCESS
- REQD R/W & LIMIT OF ACCESS
- R/W MARKERS

FENCE
RAILROAD
POWER LINE
TELEPHONE LINE
POWER POLES
TELEPHONE OR TELEGRAPH POLES



CROY
200 NORTH COBB PARKWAY, BLDG. 400, SUITE 413
MARIETTA, GA 30062
PHONE: (770) 971-5407 FAX: (770) 971-0620

PLANS PREPARED BY: CHRIS RIDEOUT, P.E.
DESIGN

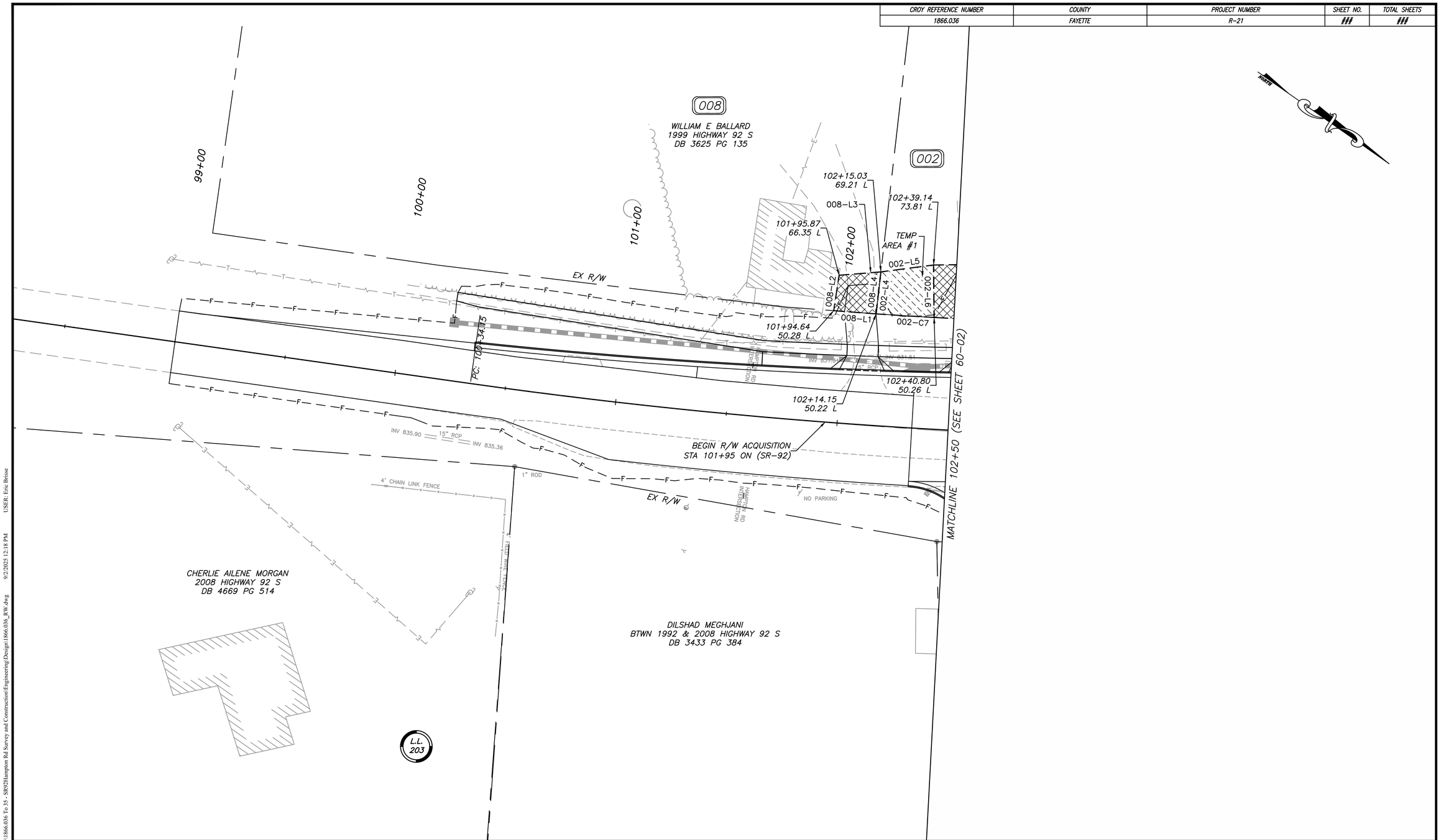
PLANS COMPLETED: 04-04-2022

LENGTH OF RIGHT OF WAY PROJECT	COUNTY NO. 113
	MILES
NET LENGTH OF ROADWAY	0.21
NET LENGTH OF BRIDGES	0.00
NET LENGTH OF PROJECT	0.21
NET LENGTH OF EXCEPTIONS	0.00
GROSS LENGTH OF PROJECT	0.21

REVISIONS	
12-04-2023	60-02
04-02-2024	60-02, 60-06
08-26-2025	60-00, 60-01, 60-02, 60-06, 60-07

DRAWING No. 60-00

CROY REFERENCE NUMBER	COUNTY	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
1866.036	FAYETTE	R-21	///	///



USER: Eric Brisse

P:\Marietta\1866 Fayette County\1866.036 To 35 - SR92\Hampton Rd Survey and Construction\Engineering\Design\1866.036_RW.dwg 9/2/2025 12:18 PM

LEGEND

- PROPERTY AND EXISTING R/W LINE
- REQUIRED R/W LINE
- CONSTRUCTION LIMITS —C—F—
- EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
- EASEMENT FOR CONSTR. OF SLOPES
- EASEMENT FOR CONSTR OF DRIVES

- BEGIN LIMIT OF ACCESS . . . . . BLA
- END LIMIT OF ACCESS . . . . . ELA
- LIMIT OF ACCESS
- REQ'D R/W & LIMIT OF ACCESS
- ORANGE BARRIER FENCE
- ESA – ENV. SENSITIVE AREA

0 20 40 80

SCALE IN FEET

CROY
200 NORTH COBB PARKWAY, BLDG. 400, SUITE 413
MARIETTA, GA 30062
PHONE: (770) 971-5407 FAX: (770) 971-0620

THESE PLANS AND DRAWINGS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION AND CONSENT OF CROY ENGINEERING, LLC, NOR ARE THEY TO BE ASSIGNED TO ANY PARTY WITHOUT WRITTEN PERMISSION AND CONSENT.

REVISION DATES

08-26-2025

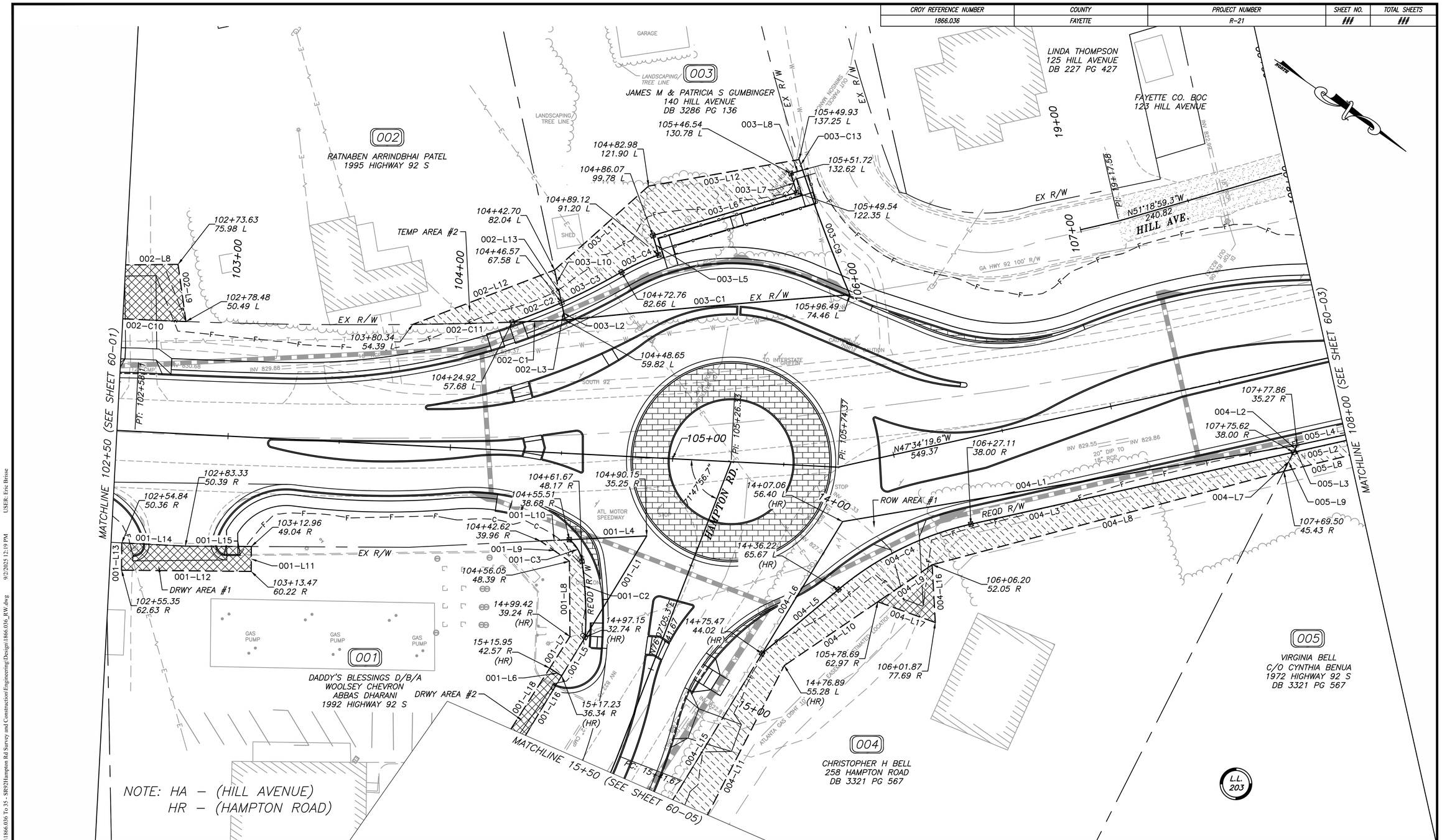
FAYETTE COUNTY

SR92 AT HAMPTON ROAD IMPROVEMENTS

RIGHT OF WAY PLANS

DRAWING NO. 60-01

CROY REFERENCE NUMBER	COUNTY	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
1866.036	FAYETTE	R-21	///	///



LEGEND

- PROPERTY AND EXISTING R/W LINE
- REQUIRED R/W LINE
- CONSTRUCTION LIMITS —C—F—
- EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
- EASEMENT FOR CONSTR. OF SLOPES
- EASEMENT FOR CONSTR OF DRIVES

- BEGIN LIMIT OF ACCESS . . . . . BLA
- END LIMIT OF ACCESS . . . . . ELA
- LIMIT OF ACCESS
- REQ'D R/W & LIMIT OF ACCESS
- ORANGE BARRIER FENCE
- ESA – ENV. SENSITIVE AREA

0 20 40 80
SCALE IN FEET

CROY
200 NORTH COBB PARKWAY, BLDG. 400, SUITE 413
MARIETTA, GA 30062
PHONE: (770) 971-5407 FAX: (770) 971-0620

THESE PLANS AND DRAWINGS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION AND CONSENT OF CROY ENGINEERING, LLC, NOR ARE THEY TO BE ASSIGNED TO ANY PARTY WITHOUT WRITTEN PERMISSION AND CONSENT.

REVISION DATES
12-04-2023
04-02-2024
08-26-2025

FAYETTE COUNTY

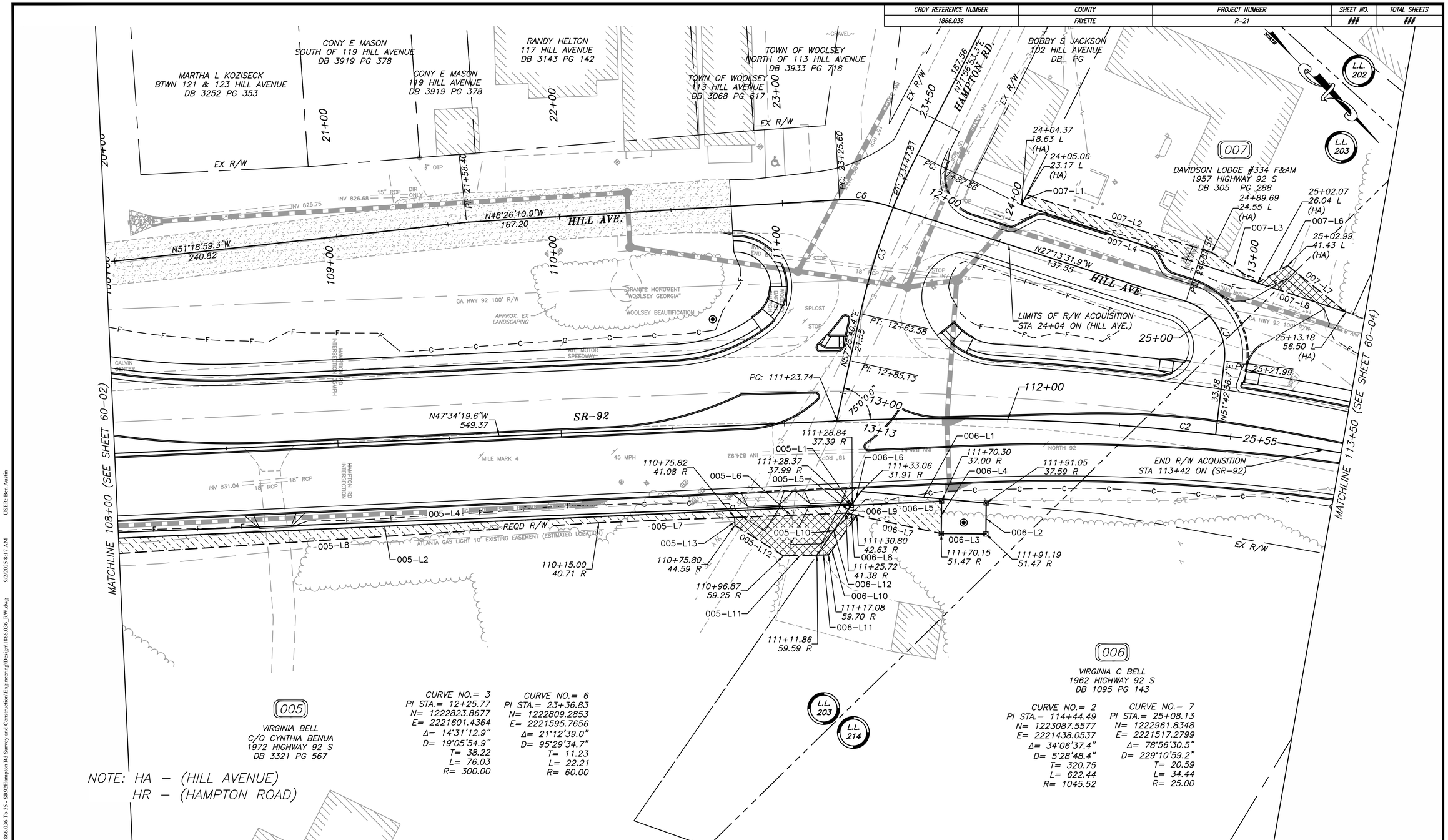
SR92 AT HAMPTON ROAD IMPROVEMENTS

RIGHT OF WAY PLANS

DRAWING NO. 60-02

P:\Marietta\1866 Fayette County\1866.036 To 35 - SR92\Hampton Rd Survey and Construction\Engineering\Design\1866.036_RW.dwg 9/2/2025 12:19 PM USER: Eric Brisse

CROY REFERENCE NUMBER	COUNTY	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
1866.036	FAYETTE	R-21	///	///



LEGEND

- PROPERTY AND EXISTING R/W LINE
- REQUIRED R/W LINE
- CONSTRUCTION LIMITS —C—F—
- EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
- EASEMENT FOR CONSTR. OF SLOPES
- EASEMENT FOR CONSTR OF DRIVES
- BEGIN LIMIT OF ACCESS . . . . . BLA
- END LIMIT OF ACCESS . . . . . ELA
- LIMIT OF ACCESS
- REQ'D R/W & LIMIT OF ACCESS
- ORANGE BARRIER FENCE
- ESA – ENV. SENSITIVE AREA

0 20 40 80
SCALE IN FEET

CROY
200 NORTH COBB PARKWAY, BLDG. 400, SUITE 413
MARIETTA, GA 30062
PHONE: (770) 971-5407 FAX: (770) 971-0620

THESE PLANS AND DRAWINGS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION AND CONSENT OF CROY ENGINEERING, LLC, NOR ARE THEY TO BE ASSIGNED TO ANY PARTY WITHOUT WRITTEN PERMISSION AND CONSENT.

REVISION DATES

FAYETTE COUNTY

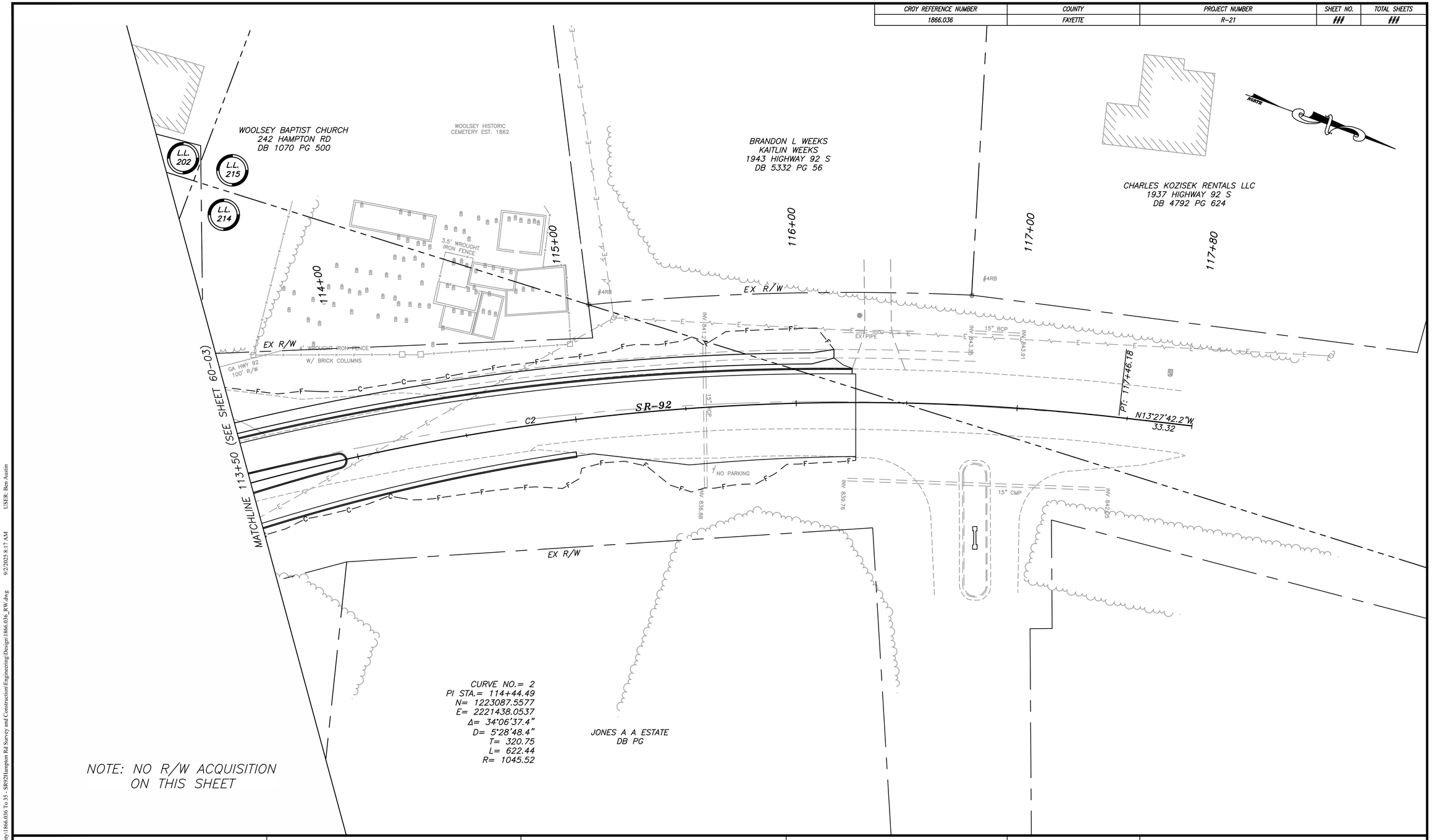
SR92 AT HAMPTON ROAD IMPROVEMENTS

RIGHT OF WAY PLANS

DRAWING NO. 60-03

P:\Marietta\1866 Fayette County\1866.036 To 35 - SR92\Hampton Rd Survey and Construction\Engineering\Design\1866.036_RW.dwg 9/2/2025 8:17 AM USER: Ben Austin

CROY REFERENCE NUMBER	COUNTY	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
1866.036	FAYETTE	R-21	///	///



LEGEND

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS —C—F—
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR. OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS . . . . . BLA
END LIMIT OF ACCESS . . . . . ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA – ENV. SENSITIVE AREA

0 20 40 80
SCALE IN FEET

CROY
200 NORTH COBB PARKWAY, BLDG. 400, SUITE 413
MARIETTA, GA 30062
PHONE: (770) 971-5407 FAX: (770) 971-0620

THESE PLANS AND DRAWINGS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION AND CONSENT OF CROY ENGINEERING, LLC, NOR ARE THEY TO BE ASSIGNED TO ANY PARTY WITHOUT WRITTEN PERMISSION AND CONSENT.

REVISION DATES

FAYETTE COUNTY

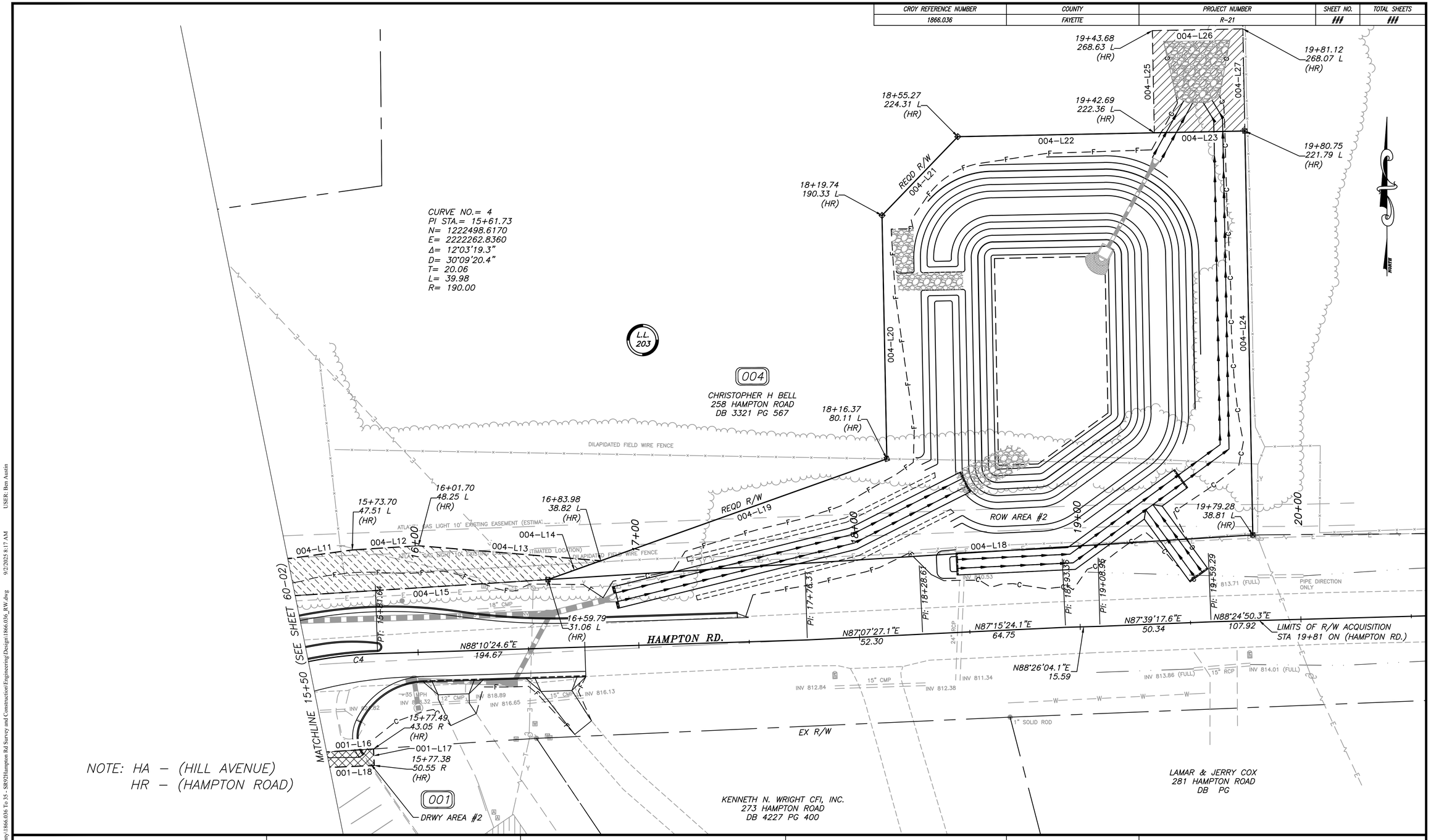
SR92 AT HAMPTON ROAD IMPROVEMENTS

RIGHT OF WAY PLANS

DRAWING NO. 60-04

P:\Marietta\1866 Fayette County\1866.036 To 35 - SR92\Hampton Rd Survey and Construction\Engineering\Design\1866.036_RW.dwg 9/2/2025 8:17 AM USER: Ben Austin

CROY REFERENCE NUMBER	COUNTY	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
1866.036	FAYETTE	R-21	///	///



NOTE: HA – (HILL AVENUE)
HR – (HAMPTON ROAD)

LEGEND

- PROPERTY AND EXISTING R/W LINE
- REQUIRED R/W LINE
- CONSTRUCTION LIMITS —C—F—
- EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
- EASEMENT FOR CONSTR. OF SLOPES
- EASEMENT FOR CONSTR OF DRIVES

- BEGIN LIMIT OF ACCESS . . . . . BLA
- END LIMIT OF ACCESS . . . . . ELA
- LIMIT OF ACCESS
- REQ'D R/W & LIMIT OF ACCESS
- ORANGE BARRIER FENCE
- ESA – ENV. SENSITIVE AREA

0 20 40 80
SCALE IN FEET

CROY
200 NORTH COBB PARKWAY, BLDG. 400, SUITE 413
MARIETTA, GA 30062
PHONE: (770) 971-5407 FAX: (770) 971-0620

THESE PLANS AND DRAWINGS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION AND CONSENT OF CROY ENGINEERING, LLC, NOR ARE THEY TO BE ASSIGNED TO ANY PARTY WITHOUT WRITTEN PERMISSION AND CONSENT.

REVISION DATES

FAYETTE COUNTY

SR92 AT HAMPTON ROAD IMPROVEMENTS

RIGHT OF WAY PLANS

DRAWING NO. 60-05

P:\Marietta\1866 Fayette County\1866.036 To 35 - SR92\Hampton Rd Survey and Construction\Engineering\Design\1866.036_RW.dwg 9/2/2025 8:17 AM USER: Ben Austin

CROY REFERENCE NUMBER	COUNTY	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
1866.036	FAYETTE	R-21	###	###

PARCEL 001 — REQ'D R/W — #1

POB	#	BEARING	DISTANCE
104+90.15 35.25 RT	001-L1	N86°16'50"E	53.20'
	001-C2	CHORD BEARING:	S52°29'57"W
		CHORD LENGTH:	34.05'
		ARC LENGTH:	34.10'
		RADIUS:	180.00'
	001-C3	CHORD BEARING:	S24°56'14"W
		CHORD LENGTH:	11.30'
		ARC LENGTH:	11.59'
		RADIUS:	15.00'
	001-L4	N37°44'37"W	34.81'

REQ'D AREA = 429 S.F.
REQ'D AREA = 0.010 AC.

PARCEL 001 — REQ'D TEMP. EASM'T. — #1

POB	#	BEARING	DISTANCE
104+55.51 38.68 RT	001-C3	CHORD BEARING:	N24°56'14"E
		CHORD LENGTH:	11.30'
		ARC LENGTH:	11.59'
		RADIUS:	15.00'
	001-C2	CHORD BEARING:	N52°29'57"E
		CHORD LENGTH:	34.05'
		ARC LENGTH:	34.10'
		RADIUS:	180.00'
	001-L5	N86°16'50"E	20.40'
	001-L6	S02°18'29"E	6.36'
	001-L7	S87°31'09"W	16.87'
	001-L8	S54°37'10"W	33.86'
	001-L9	S00°01'11"W	15.85'
	001-L10	N37°44'37"W	12.95'

REQ'D AREA = 591 S.F.
REQ'D AREA = 0.014 AC.

PARCEL 001 — REQ'D DRWY. EASM'T. — #1

POB	#	BEARING	DISTANCE
103+12.96 48.04 RT	001-L11	N55°17'59"E	11.20'
	001-L12	S34°27'11"E	58.24'
	001-L13	S55°32'49"W	12.29'
	001-L14	N32°00'51"W	28.56'
	001-L15	N34°42'01"W	29.66'

REQ'D AREA = 664 S.F.
REQ'D AREA = 0.015 AC.

PARCEL 001 — REQ'D DRWY. EASM'T. — #2

POB	#	BEARING	DISTANCE
15+17.23 36.34 RT (HR)	001-L16	N86°16'50"E	52.81'
	001-L17	S02°28'51"E	7.50'
	001-L18	S87°31'09"W	52.80'
	001-L6	N02°28'51"W	6.36'

REQ'D AREA = 366 S.F.
REQ'D AREA = 0.008 AC.

PARCEL 002 — REQ'D R/W — #1

POB	#	BEARING	DISTANCE
104+48.65 59.82 L	002-C1	CHORD BEARING:	S37°14'56"E
		CHORD LENGTH:	23.82'
		ARC LENGTH:	23.82'
		RADIUS:	2071.74'
	002-C2	CHORD BEARING:	N56°39'34"W
		CHORD LENGTH:	23.81'
		ARC LENGTH:	23.81'
		RADIUS:	288.50'
	002-L3	N42°56'12"E	8.03'

REQ'D AREA = 91 S.F.
REQ'D AREA = 0.002 AC.

PARCEL 002 — REQ'D TEMP. EASM'T. — #1

POB	#	BEARING	DISTANCE
102+14.15 50.22 L	002-L4	S61°30'22"W	19.01'
	002-L5	N42°28'51"W	23.87'
	002-L6	N54°23'10"E	23.61'
	002-C7	CHORD BEARING:	S31°28'12"E
		CHORD LENGTH:	26.12'
		ARC LENGTH:	26.12'
		RADIUS:	2071.74'

REQ'D AREA = 528 S.F.
REQ'D AREA = 0.012 AC.

PARCEL 002 — REQ'D DRWY. EASM'T. — #1

POB	#	BEARING	DISTANCE
102+40.80 50.26 L	002-L6	S54°23'10"W	23.61'
	002-L8	N35°36'50"W	34.00'
	002-L9	N47°08'25"E	25.94'
	002-C10	CHORD BEARING:	S32°20'51"E
		CHORD LENGTH:	37.33'
		ARC LENGTH:	37.33'
		RADIUS:	2071.74'

REQ'D AREA = 880 S.F.
REQ'D AREA = 0.020 AC.

PARCEL 002 — REQ'D TEMP. EASM'T. — #2

POB	#	BEARING	DISTANCE
104+46.57 67.58 L	002-C2	CHORD BEARING:	S56°39'34"E
		CHORD LENGTH:	23.81'
		ARC LENGTH:	23.81'
		RADIUS:	288.50'
	002-C11	CHORD BEARING:	S36°18'05"E
		CHORD LENGTH:	44.70'
		ARC LENGTH:	44.70'
		RADIUS:	2071.74'
	002-L12	N55°59'56"W	68.21'
	002-L13	N42°56'12"E	14.97'

REQ'D AREA = 697 S.F.
REQ'D AREA = 0.016 AC.

PARCEL 003 — REQ'D R/W — #1

POB	#	BEARING	DISTANCE
105+96.49 74.46 L	003-C1	CHORD BEARING:	S40°04'18"E
		CHORD LENGTH:	128.40'
		ARC LENGTH:	128.40'
		RADIUS:	4271.72'
	003-L2	S42°56'12"W	8.03'
	003-C3	CHORD BEARING:	N62°01'34"W
		CHORD LENGTH:	30.22'
		ARC LENGTH:	30.23'
		RADIUS:	288.50'
	003-C4	CHORD BEARING:	N59°39'12"W
		CHORD LENGTH:	18.45'
		ARC LENGTH:	18.48'
		RADIUS:	98.50'
	003-L5	S38°20'24"W	9.10'
	003-L6	N51°39'36"W	67.37'
	003-L7	S38°20'24"W	8.95'
	003-L8	N51°39'36"W	5.50'
	003-C9	CHORD BEARING:	N34°15'28"E
		CHORD LENGTH:	60.00'
		ARC LENGTH:	60.02'
		RADIUS:	756.96'

REQ'D AREA = 4042 S.F.
REQ'D AREA = 0.093 AC.

PARCEL 003 — REQ'D TEMP. EASM'T. — #1

POB	#	BEARING	DISTANCE
104+46.57 67.58 L	003-L10	S42°56'12"W	14.97'
	003-L11	N76°46'43"W	56.66'
	003-L12	N44°59'58"W	68.68'
	003-C13	CHORD BEARING:	N36°43'01"E
		CHORD LENGTH:	4.96'
		ARC LENGTH:	4.96'
		RADIUS:	756.96'
	003-L8	S51°39'36"E	5.50'
	003-L7	N38°20'24"E	8.95'
	003-L6	S51°39'36"E	67.37'
	003-L5	N38°20'24"E	9.10'
	003-C4	CHORD BEARING:	S59°39'12"E
		CHORD LENGTH:	18.45'
		ARC LENGTH:	18.48'
		RADIUS:	98.50'
	003-C3	CHORD BEARING:	S62°01'34"E
		CHORD LENGTH:	30.22'
		ARC LENGTH:	30.23'
		RADIUS:	288.50'

REQ'D AREA = 2287 S.F.
REQ'D AREA = 0.053 AC.

PARCEL 004 — REQ'D R/W — #1

POB	#	BEARING	DISTANCE
14+07.06 56.40 LT (HR)	004-L1	N44°32'43"W	207.07'
	004-L2	N81°51'50"E	3.54'
	004-L3	S47°34'20"E	148.50'
	004-C4	CHORD BEARING:	S61°17'13"E
		CHORD LENGTH:	66.38'
		ARC LENGTH:	67.02'
		RADIUS:	140.00'
	004-L5	S75°00'06"E	44.82'
	004-L6	S86°22'28"W	69.52'

REQ'D AREA = 2511 S.F.
REQ'D AREA = 0.058 AC.

PARCEL 004 — REQ'D TEMP. EASM'T. — #1

POB	#	BEARING	DISTANCE
14+75.47 44.02 LT (HR)	004-L5	N75°00'06"W	44.82'
	004-C4	CHORD BEARING:	N61°17'13"W
		CHORD LENGTH:	66.38'
		ARC LENGTH:	67.02'
		RADIUS:	140.00'
	004-L3	N47°34'20"W	148.50'
	004-L7	N81°51'50"E	9.62'
	004-L8	S49°53'30"E	163.53'
	004-L9	S69°17'50"E	29.51'
	004-L10	S69°17'50"E	50.90'
	004-L11	N82°11'36"E	105.22'
	004-L12	N86°22'28"E	30.00'
	004-L13	S85°17'39"E	82.82'
	004-L14	S70°23'00"W	25.41'
	004-L15	S86°22'28"W	191.85'

REQ'D AREA = 6053 S.F.
REQ'D AREA = 0.139 AC.

PARCEL 004 — REQ'D DRWY. EASM'T. — #1

POB	#	BEARING	DISTANCE
105+78.69 62.97 RT	004-L9	N69°17'50"W	29.51'
	004-L16	N51°48'19"E	25.99'
	004-L17	S15°09'22"E	27.46'

REQ'D AREA = 328 S.F.
REQ'D AREA = 0.008 AC.

PARCEL 004 — REQ'D R/W — #2

POB	#	BEARING	DISTANCE
19+79.28 38.81 LT (HR)	004-L18	S86°22'28"W	319.80'
	004-L14	N70°23'00"E	25.41'
	004-L19	N70°23'00"E	137.49'
	004-L20	N01°07'37"W	110.27'
	004-L21	N43°52'23"E	49.50'
	004-L22	N88°52'23"E	89.00'
	004-L23	N88°52'23"E	41.00'
	004-L24	S01°07'37"E	182.99'

REQ'D AREA = 33645 S.F.
REQ'D AREA = 0.772 AC.

PARCEL 004 — REQ'D PERM. EASM'T. — #1

POB	#	BEARING	DISTANCE
19+80.75 221.79 LT (HR)	004-L23	S88°52'23"W	41.00'
	004-L25	N01°07'37"W	46.28'
	004-L26	N88°52'23"E	41.00'
	004-L27	S01°07'37"E	46.28'

REQ'D AREA = 1898 S.F.
REQ'D AREA = 0.044 AC.

PARCEL 005 — REQ'D R/W — #1

POB	#	BEARING	DISTANCE
111+28.84 37.39 RT	005-L1	N79°33'01"E	0.76'
	005-L2	S47°34'20"E	352.58'
	005-L3	S81°51'50"W	3.54'
	005-L4	N47°13'28"W	350.80'

REQ'D AREA = 588 S.F.
REQ'D AREA = 0.013 AC.

PARCEL 005 — REQ'D TEMP. EASM'T. — #1

POB	#	BEARING	DISTANCE
111+28.37 37.99 RT	005-L5	N79°33'01"E	4.24'
	005-L6	S47°13'28"E	49.82'
	005-L7	S47°13'28"E	60.82'
	005-L8	S48°40'28"E	245.54'
	005-L9	S81°51'50"W	9.62'
	005-L2	N47°34'20"W	352.58'

REQ'D AREA = 1563 S.F.
REQ'D AREA = 0.036 AC.

PARCEL 005 — REQ'D DRWY. EASM'T. — #1

POB	#	BEARING	DISTANCE
111+25.72 41.38 RT	005-L10	N79°33'01"E	22.83'
	005-L11	S46°16'31"E	15.00'
	005-L12	S12°44'11"E	25.67'
	005-L13	S42°46'32"W	3.51'
	005-L6	N47°13'28"W	49.82'

REQ'D AREA = 625 S.F.
REQ'D AREA = 0.014 AC.

NOTE: HA – (HILL AVENUE)
HR – (HAMPTON ROAD)

CROY
200 NORTH COBB PARKWAY, BLDG. 400, SUITE 413
MARIETTA, GA 30062
PHONE: (770) 971-5407 FAX: (770) 971-0620

THESE PLANS AND DRAWINGS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION AND CONSENT OF CROY ENGINEERING, LLC, NOR ARE THEY TO BE ASSIGNED TO ANY PARTY WITHOUT WRITTEN PERMISSION AND CONSENT.

REVISION DATES
04-02-2024
08-26-2025

FAYETTE COUNTY
SR92 AT HAMPTON ROAD IMPROVEMENTS
RIGHT OF WAY PLANS
DRAWING NO. 60-06

P:\Marietta\1866 Fayette County\1866.036 To 35 - SR92\Hampton Rd Survey and Construction Engineering\Design\1866.036_RW.dwg 9/2/2025 12:20 PM USER: Eric Brisse

CROY REFERENCE NUMBER	COUNTY	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
1866.036	FAYETTE	R-21	///	///

PARCEL 006 REQ'D R/W #1

POB	#	BEARING	DISTANCE
111+33.06 31.91 RT	006-L1	N39°40'58"W	56.33'
	006-L2	N45°32'52"E	13.88'
	006-L3	S44°27'08"E	20.00'
	006-L4	S45°32'52"W	14.47'
	006-L5	S47°34'20"E	40.44'
	006-L6	S79°33'01"W	7.59'

REQ'D AREA = 436 S.F.
REQ'D AREA = 0.010 AC.

PARCEL 006 REQ'D TEMP. EASM'T. #1

POB	#	BEARING	DISTANCE
111+28.37 37.99 RT	006-L5	N47°34'20"W	40.44'
	006-L4	N45°32'52"E	14.47'
	006-L7	S32°52'45"E	38.61'
	006-L8	S32°52'45"E	5.04'
	006-L9	S79°33'01"W	4.24'

REQ'D AREA = 378 S.F.
REQ'D AREA = 0.009 AC.

PARCEL 006 REQ'D DRWY. EASM'T. #1

POB	#	BEARING	DISTANCE
111+25.72 41.38 RT	006-L8	N32°52'45"W	5.04'
	006-L10	N80°40'08"E	21.71'
	006-L11	S46°16'31"E	5.22'
	006-L12	S79°33'01"W	22.83'

REQ'D AREA = 98 S.F.
REQ'D AREA = 0.002 AC.

PARCEL 007 REQ'D TEMP. EASM'T. #1

POB	#	BEARING	DISTANCE
24+04.37 18.63 LT (HA)	007-L1	S71°26'11"W	5.05'
	007-L2	N27°43'03"W	86.66'
	007-L3	N11°28'11"W	24.70'
	007-L4	S26°43'33"E	111.20'

REQ'D AREA = 577 S.F.
REQ'D AREA = 0.013 AC.

PARCEL 007 REQ'D DRWY. EASM'T. #1

POB	#	BEARING	DISTANCE
25+02.07 26.04 LT (HA)	007-L6	N74°54'01"W	15.54'
	007-L7	N06°25'04"W	33.37'
	007-L8	S26°43'33"E	41.65'

REQ'D AREA = 241 S.F.
REQ'D AREA = 0.006 AC.

PARCEL 008 REQ'D DRWY. EASM'T. #1

POB	#	BEARING	DISTANCE
102+14.15 50.22 L	008-L1	S30°40'09"E	19.12'
	008-L2	S63°38'02"W	16.11'
	008-L3	N39°36'40"W	18.86'
	008-L4	N61°30'22"E	19.01'

REQ'D AREA = 330 S.F.
REQ'D AREA = 0.008 AC.

NOTE: HA – (HILL AVENUE)
HR – (HAMPTON ROAD)

CROY
200 NORTH COBB PARKWAY, BLDG. 400, SUITE 413
MARIETTA, GA 30062
PHONE: (770) 971-5407 FAX: (770) 971-0620

THESE PLANS AND DRAWINGS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION AND CONSENT OF CROY ENGINEERING, LLC, NOR ARE THEY TO BE ASSIGNED TO ANY PARTY WITHOUT WRITTEN PERMISSION AND CONSENT.

REVISION DATES
08-26-2025

FAYETTE COUNTY
SR92 AT HAMPTON ROAD IMPROVEMENTS
RIGHT OF WAY PLANS
DRAWING NO. 60-07

P:\Marietta\1866 Fayette County\1866.036 To .35 - SR92\Hampton Rd Survey and Construction\Engineering\Design\1866.036_RW.dwg 9/2/2025 8:17 AM USER: Ben Austin

COUNTY AGENDA REQUEST

Department:	Fleet	Presenter(s):	Bill Lackey, Director
Meeting Date:	Thursday, September 25, 2025	Type of Request:	Consent #6

Wording for the Agenda:

Approval to declare fifty-seven (57) vehicles and miscellaneous equipment as un-serviceable, and to sell the assets online utilizing contracted auction services and for all proceeds to be returned to the vehicle replacement fund.

Background/History/Details:

The attached list identifies fifty-seven vehicles and miscellaneous equipment that have been removed from service, replaced, or are in the process of being replaced. Staff recommends declaring these items as surplus and authorizing their sale through an on-line auction, with all proceeds returned to the vehicle replacement fund The County has an existing contract with Auctions International for auction services and it is recommended the assets be sold on-line utilizing this vendor.

List is attached.

What action are you seeking from the Board of Commissioners?

Approval to declare fifty-seven (57) vehicles and miscellaneous equipment as un-serviceable, and to sell the assets online utilizing contracted auction services and for all proceeds to be returned to the vehicle replacement fund.

If this item requires funding, please describe:

No funding required for this request.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

**** 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	Yes	Reviewed by Legal	Yes
Approved by Purchasing	Yes	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

Mfg Year	Vehicle Make	Model	Serial Number
2013	Gravely	992204	031203
2001	John Deere	4700	LV4700H270743
2005	Kubota	KX 91-355	30307
1999	Ford	E-350	1FBSS31LXXHB35306
1999	John Deere	4X2 Gator	W004X2X043086
2009	Ford	F-150 XL 4X4	1FTRF14WX9KA75929
2009	Ford	Ranger	1FTYR10D39PA18711
2016	Ford	F-250 4x4 Crew Cab	1FT7W2BT9GEA92562
2002	Chevy	Tahoe	1GNEC13Z32J308975
1999	Ford	F-150 XL	1FTRF17W8XNB06098
2001	Ford	Crown Victoria	2FAFP73W81X172316
2000	Ford	Crown Victoria	2FAFP73W3YX209878
2005	Toyota	4 Runner 4X4	JTEZU14R250049987
1999	Ford	Crown Victoria	2FAFP71W8XX242344
2016	Ford	F-150 Supercab 4X4	1FTFX1EFXGKF86150
2013	Chevy	Silverado 4X4	1GCNKPEX7DZ264820
2013	Chevy	Silverado 4X4	1GCNKPEX6DZ264937
2008	International	7300	1HTWAAAN58J041188
2001	Sterling	LT-9500	2FZHAZAN21AH86202
2007	Massey Ferguson	MF-573	BS31003
2007	Massey Ferguson	MF-573	BS31012
2012	Hooper	7X18 - 5 TON	4T0FB1828C1000763
1986	GMC	6500	1GDJ701F7GV524085
1985	Cat	120/G	87V07433
1998	Vermeer	1230	1457
2018	Chevy	Tahoe	1GNLCDEC6JR126379
2016	Chevy	Caprice	6G3NS5U22GL206103
2000	Scag	STHM-23CV	6400279
2001	Ford	F-150 XL - Bi-Fuel	2FTPF17Z21CA92813
2006	Ford	Expedition 4X4	1FMPU16556LA13213
2003	Grasshopper	721D2	5410969
2002	Grasshopper	721D2	5211017
2002	New Holland	345D	A445134
1983	Ford	1910	VP00093
1999	Ford	E-350	1FBSS31L1XHB35307
1997	Ford	F-350	1FDLF47F9VEA38751
2019	Ford	F-150 XL	1FTMF1C55KFA21567
2018	Ford	F-150 XL	1FTMF1C59JFC03450
2017	Ford	F-150 XL	1FTEW1EP7HFB16949
2013	Dodge	Charger	2C3CDXAT5DH560475
2018	Chevy	Tahoe	1GNLCDECXJR119595
2018	Chevy	Tahoe	1GNLCDEC6JR120100
2018	Chevy	Tahoe	1GNLCDEC2JR120885
2018	Chevy	Tahoe	1GNLCDECXJR124666
2016	Chevy	Caprice	6G3NS5U20FL126264
2008	Dodge	Charger	2B3KA43HX8H134571
2019	Chevy	Tahoe	1GNLCDEC2KR148879
2014	Dodge	Charger	2C3CDXAT7EH171242

2016	Chevy	Caprice	6G3NS5U23GL204411
2016	Chevy	Caprice	6G3NS5U21GL204505
2016	Chevy	Caprice	6G3NS5U28GL219812
2008	Dodge	Charger	2B3KA43H78H285884
2018	Chevy	Tahoe	1GNLCDEC1JR341362
2015	Chevy	Tahoe	1GNLC2EC4FR534214
2018	Ford	F-150 XLT 4X4	1FTEW1PGXJKF62541
2000	Chevy	3500	1GBJG31R9Y1163853
2008	Ford	Explorer	1FMEU63E78UB32919

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

September 11, 2025
5:00 p.m.

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

OFFICIAL SESSION:

Call to Order

Chairman Lee Hearn called the September 11, 2025 Board of Commissioners meeting to order at 5:00 p.m. A quorum of the Board was present.

Invocation and Pledge of Allegiance by Vice Chairman Edward Gibbons

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

Acceptance of Agenda

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

PROCLAMATION/RECOGNITION:

PUBLIC HEARING:

PUBLIC COMMENT:

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

CONSENT AGENDA:

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

1. **Approval to add Arbrovale Phase II Subdivision to Fayette County's Street Light Program.**

2. **Approval of the proposed 2026 Local Maintenance & Improvement Grant (LMIG) project list for unincorporated Fayette County and authorization for the Chairman to sign the LMIG Application and related documents.**

3. **Approval of August 28, 2025 Board of Commissioners Meeting Minutes.**

OLD BUSINESS:

4. **Request to award Contract No. 2535-P; Emergency Generators for Crosstown Water Treatment Plant to Georgia Power for purchase and installation of two fixed generators and transfer switch for a not-to-exceed amount of $4,228,090.00. This item was tabled at the August 28, 2025 Board of Commissioners meeting.**

Water Systems Director, Vanessa Tigert, stated that this request was seeking approval for the purchase and installation of emergency generators for Crosstown Water Treatment. This project would include two natural gas generators and transfer switch for a not-to-exceed amount of $4,228,090.00. She noted that majority of this project would be paid via a FEMA/GEMA grant.

Vice Chairman Gibbons moved to approve to award Contract No. 2535-P; Emergency Generators for Crosstown Water Treatment Plant to Georgia Power for purchase and installation of two fixed generators and transfer switch for a not-to-exceed amount of $4,228,090.00. This item was tabled at the August 28, 2025 Board of Commissioners meeting. Commissioner Oddo seconded.

Commissioner Oddo asked what the purpose was for having the generators.

Ms. Tigert stated that new generators would replace the older model generator at the Crosstown Water Treatment Plant. She stated that the plant had grown and the current generator, installed in the late 80's, could not keep up and needed to be updated to power the plant in the event of a significant electrical outage.

Vice Chairman Gibbons moved to approve to award Contract No. 2535-P; Emergency Generators for Crosstown Water Treatment Plant to Georgia Power for purchase and installation of two fixed generators and transfer switch for a not-to-exceed amount of $4,228,090.00. This item was tabled at the August 28, 2025 Board of Commissioners meeting. Commissioner Oddo seconded. The motion passed 5-0.

NEW BUSINESS:

5. **Consideration of an Annexation Notification from the Town of Brooks regarding a request to annex Parcel No. 0407 013 and Parcel No. 0407 013B, for a total of 46.064 acres, located in Land Lot 39 of the 4th District and fronting on Hardy Road.**

Planning and Zoning Director Deborah Bell stated that this request was seeking Board approval of an annexation request from the Town of Brooks, regarding Parcel No. 0407 013 and Parcel No. 0407 013B, for a total of 46.064 acres, located in Land Lot 39 of the 4th District and fronting on Hardy Road. Ms. Bell stated that staff had no specific objection to the request. She noted that although there were no specific points of objection from County staff, the Engineering Department did have some items outlined in their assessments of the request related to site access.

Vice Chairman Gibbons moved to approve Annexation Notification from the Town of Brooks regarding a request to annex Parcel No. 0407 013 and Parcel No. 0407 013B, for a total of 46.064 acres, located in Land Lot 39 of the 4th District and fronting on Hardy Road. Commissioner Oddo seconded. The motion passed 5-0.

6. **Request to award Contract #2532-P: Security Camera System Maintenance and Support, to A3 Communications, Inc., in the not to exceed amount of $125,894.00, to provide maintenance to the County's existing network of security cameras and a transfer of $100,894 from General Fund Project Contingency to Capital Improvement Project (CIP) 37270483-541210-257AC.**

Chief Marshall Lem Miller stated that this request was to award Contract #2532-P: Security Camera System Maintenance and Support, to A3 Communications, Inc., in the not-to-exceed amount of $125,894.00, to provide maintenance to the County's existing network of security cameras. This contract included $68,544 for the annual maintenance contract, an estimated support

cost of $7,350, and an estimated $50,000 for camera replacement. He continued that Fayette County expanded the surveillance camera system in the parks and buildings beginning in 2015. During that time the system has grown to include 255 cameras in 15 locations across the county. He noted that due to age and technological advances, the system needed to be updated, acknowledging that the average life span of an external camera was about six to eight years.

Vice Chairman Gibbons moved to approve to award Contract #2532-P: Security Camera System Maintenance and Support, to A3 Communications, Inc., in the not to exceed amount of $125,894.00, to provide maintenance to the County's existing network of security cameras and a transfer of $100,894 from General Fund Project Contingency to Capital Improvement Project (CIP) 37270483-541210-257AC. Commissioner Oddo seconded

Commissioner Maxwell stated that in his review of this item he noticed that the purchasing bid evaluation score sheet was missing. He asked if it had been completed and if it should have been included in the backup.

County Administrator Steve Rapson stated that the bid evaluation score sheet was completed but was mistakenly not included in the backup but would be provided to the Board. He noted that A3 Communications, Inc. was the lowest responsive bidder.

Commissioner Rousseau asked if a service agreement was included in this contract.

Chief Miller stated that the contract included a maintenance agreement where the vendor would come out and assess the equipment and provide an analysis of what was needed. Materials/parts costs were not included in the contract. He noted that if the camera could not be fixed it could be replaced.

Mr. Rapson stated that this was a one-year $75,894 contract. The contract would renew annually with a 90-day option like other county contracts.

Commissioner Rousseau asked if this camera update had been included in the budget.

Mr. Rapson stated that only about $15K was requested in the budget, which was why the additional $100,894 transfer was included in the request to update the entire camera system at one time.

Vice Chairman Gibbons moved to approve to award Contract #2532-P: Security Camera System Maintenance and Support, to A3 Communications, Inc., in the not to exceed amount of $125,894.00, to provide maintenance to the County's existing network of security cameras and a transfer of $100,894 from General Fund Project Contingency to Capital Improvement Project (CIP) 37270483-541210-257AC. Commissioner Oddo seconded. The motion passed 5-0.

7. **Request to authorize the delegation of settlement authority to the County Manager for individual claims not exceeding $5,000.**

Mr. Rapson stated that the County periodically received claims from residents and business owners for property damage allegedly caused by County operations. These claims commonly involve damage to mailboxes or signage, vehicle damage often resulting from debris projected by mowing equipment, water leaks or cleanup costs associated with meter installations. To ensure timely and efficient resolution of such matters, staff recommends that the Board of Commissioners formally authorize the delegation of settlement authority to the County Manager for individual claims not exceeding $5,000. Mr. Rapson stated that this would allow him, in consultation with appropriate staff and legal counsel as needed, to review, evaluate, and approve settlements for minor property damage claims without requiring separate Board action for each case.

Commissioner Rousseau asked if a report would be provided of settlements approved by the County Administrator.

Mr. Rapson stated he would notify the Board via email of settlement approvals.

Vice Chairman Gibbons moved to approve to authorize the delegation of settlement authority to the County Manager for individual claims not exceeding $5,000. Commissioner Oddo seconded. The motion passed 5-0.

ADMINISTRATOR'S REPORTS:

Hot Projects

Mr. Rapson stated that he provided the Board with the Hot Topics with updates to the Starrs Mill Tunnel, Parks and Recreation Multi-Use Facility, Coastline Bridge Improvements, North Bend Ct. Culvert Replacement, and the QTS Traffic Signal and guardrail project. He also advised that an email regarding the Brooks/school system adjacent road project was sent discussing the project status.

ATTORNEY'S REPORTS:

Notice of Executive Session: Assistant County Attorney Patrick Stough stated that there were six items for Executive Session. One item involving threatened litigation, two items involving pending litigation, and the review of the July 24, August 14, and August 28, 2025 Executive Session Minutes.

COMMISSIONERS' REPORTS:

Vice Chairman Gibbons

Vice Chairman Gibbons in memory of the tragedy of 9/11 stated he would never forget the events of that day. He also expressed his disgust regarding horrific events in recent news related to the death of a public figure.

Commissioner Rousseau

Commissioner Rousseau extended kudos to staff that participated in the first session of the Citizens Academy. He received good feedback from those in attendance.

Commissioner Oddo

Commissioner Oddo echoing Vice Chairman Gibbons comments stated that the events of 9/11 were devastating and was felt globally and something no one should ever forget.

Chairman Hearn

Chairman Hearn also expressed his appreciation to County Clerk Tameca P. Smith, CFO Sheryl Wienmann, and Chief Assessor Lee Ann Bartlett for a job well done with the Citizens Academy training. He also noted that the Brooks/Liberty Tech access road was nearly complete and hoped it would be opened soon. He extended a job well done to Public Works for that project. He concluded acknowledging 9/11 stating that he'd never forget the events of that day and was truly indebted to the brave individuals (public safety and first responders) who stepped up on that day during that tragedy.

EXECUTIVE SESSION:

One item involving threatened litigation, two items involving pending litigation, and the review of the July 24, August 14, and August 28, 2025 Executive Session Minutes. Commissioner Oddo moved to go into Executive Session. Vice Chairman Gibbons seconded. The motion passed 5-0.

The Board recessed into Executive Session at 5:20 p.m. and returned to Official Session at 5:47 p.m.

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

Approval of July 24, 2025 Executive Session Minutes Commissioner Oddo moved to approve July 24, 2025 Executive Session Minutes. Vice Chairman Gibbons seconded the motion. The motion passed 5-0.

Approval of August 14, 2025 Executive Session Minutes: Commissioner Oddo moved to approve August 14, 2025 Executive Session Minutes. Vice Chairman Gibbons seconded the motion. The motion passed 5-0.

Approval of August 28, 2025 Executive Session Minutes: Commissioner Oddo moved to approve August 28, 2025 Executive Session Minutes. Vice Chairman Gibbons seconded the motion. The motion passed 5-0.

ADJOURNMENT:
Commissioner Oddo moved to adjourn the September 11, 2025 Board of Commissioners meeting. Vice Chairman Gibbons seconded. The motion passed 5-0.

The September 11, 2025 Board of Commissioners meeting adjourned at 5:48 p.m.

_____ _____
Marlena Edwards, Chief Deputy County Clerk Lee Hearn, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 25th day of September 2025. Attachments are available upon request at the County Clerk's Office.

_____
Marlena Edwards, Chief Deputy County Clerk

COUNTY AGENDA REQUEST

Department:	Finance	Presenter(s):	Sheryl Weinmann, CFO
Meeting Date:	Thursday, September 25, 2025	Type of Request:	New Business #8

Wording for the Agenda:

Request to approve the Public Facilities Authority Selection Committee's recommendation to reappoint Thomas Gray to the Public Facilities Authority for a term beginning July 24, 2025 and expiring July 23, 2026, and to extend said appointment to the next successive term ending July 23, 2027 per County Policy 100.19; Board Appointments.

Background/History/Details:

The Public Facilities Authority is a volunteer body, comprised of three (3) individuals who are appointed to one-year terms by the Fayette County Board of Commissioners.

Some of the duties include, but are not limited to, the acquisition, construction, equipping, maintaining, and operating of building and facilities, including facilities constituting a storm-water management system, and to sell or lease any or all such properties. The Public Facilities Authority meets infrequently, on an as-needed basis, approximately once a year.

County Policy 100.19 states that, "If less than one year remains at the time an individual is appointed to fill such a vacancy, that individual shall also be reappointed to the position for the next successive term." The Selection Committee recommends appointment of the next successive term, July 24, 2026 to July 23, 2027.

What action are you seeking from the Board of Commissioners?

Approval to reappoint Thomas Gray to the Public Facilities Authority for a term beginning July 24, 2025 and expiring July 23, 2026 and to extend said appointment to the next successive term ending July 23, 2027 per County Policy 100.19; Board Appointments.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

**** 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	Yes	Reviewed by Legal	
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

FAYETTE County
Create Your Story!

APPLICATION FOR APPOINTMENT
Fayette County Public Facilities Authority

Fayette County's **Public Facilities Authority** was established by the Fayette County Board of Commissioners and approved by act by the Georgia General Assembly. The Public Facilities Authority is comprised of three (3) members who shall be residents of Fayette County and who shall be appointed by the Board of Commissioner of Fayette County. The members of the Authority shall be appointed to serve for a term of one (1) year from the date of such appointment and until their successors shall have been selected and appointed.

Meetings are held on an as-needed basis, and generally not more than once a year. Said meetings take place at the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

Please take a few minutes to complete the application and return it with a resume, if available, to Tameca Smith, County Clerk, at tsmith@fayettecountyga.gov or 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 **no later than 5:00 p.m. on Friday, July 18, 2025**.

If you have any questions, please call (770) 305-5103.

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

NAME Thomas J. Gray (Tom)

ADDRESS 140 Cross Creek Trl.

Fayetteville GA 30215

TELEPHONE (home)

(cell) [redacted]

(email address) [redacted]

Signature

9/8/25
Date

FAYETTE County
Create Your Story!

APPLICATION FOR APPOINTMENT
Fayette County Public Facilities Authority

1. How long have you been a resident of Fayette County?

   36 years

2. Why are you interested in serving on the Public Facilities Authority?

   To help serve my community

3. What qualifications and experience do you possess that should be considered for appointment to the Public Facilities Authority?

   CFO for FCPS, Cert. Public Finance Official, MBA in Acct.

4. List your recent employment experiences to include name of company and position.

   Fayette County School Sytem - CFO

5. Do you have any past experience related to this position? If so, please describe.

   Yes - same as above

6. Are you currently serving on a commission/board/authority or in and elected capacity with any government?

   no

7. Have you attended any Public Facilities Authority meetings in the past two years and, if so, how many?

   Yes, 2 ?

8. Are you willing to attend seminars or continuing education classes at county expense?

   Yes

9. What is your vision of the county's future related to the duties of the Public Facilities Authority?

   Maintain financial stability

10. Would there be any possible conflict of interest between your employment or your family and you serving on the Public Facilities Authority?

    NO

11. Are you in any way related to a County Elected Official or County employee? If so, please describe.

    NO

FAYETTE County
Create Your Story!

APPLICATION FOR APPOINTMENT
Fayette County Public Facilities Authority

12. Describe your current community involvement.

Church treasurer

13. Have been given a copy of the county's Ethics Ordinance?

yes

14. Is there any reason you would not be able to comply with the ordinance?

NO

COUNTY AGENDA REQUEST

Department:	Finance	Presenter(s):	Sheryl Weinmann, CFO
Meeting Date:	Thursday, September 25, 2025	Type of Request:	New Business #9

Wording for the Agenda:

Request to approve the Public Facilities Authority Selection Committee's recommendation to reappoint Edward Outlaw to the Public Facilities Authority for a term beginning July 24, 2025 and expiring July 23, 2026 and to extend said appointment to the next successive term ending July 23, 2027 per County Policy 100.19; Board Appointments.

Background/History/Details:

The Public Facilities Authority is a volunteer body, comprised of three (3) individuals who are appointed to one-year terms by the Fayette County Board of Commissioners.

Some of the duties include, but are not limited to, the acquisition, construction, equipping, maintaining, and operating of building and facilities, including facilities constituting a storm-water management system, and to sell or lease any or all such properties. The Public Facilities Authority meets infrequently, on an as-needed basis, approximately once a year.

County Policy 100.19 states that, "If less than one year remains at the time an individual is appointed to fill such a vacancy, that individual shall also be reappointed to the position for the next successive term." The Selection Committee recommends appointment of the next successive term, July 24, 2026 to July 23, 2027.

What action are you seeking from the Board of Commissioners?

Approval to reappoint Edward Outlaw to the Public Facilities Authority for a term beginning July 24, 2025 and expiring July 23, 2026 and to extend said appointment to the next successive term ending July 23, 2027 per County Policy 100.19; Board Appointments.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

**** 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	Yes	Reviewed by Legal	
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

FAYETTE County
Create Your Story!

APPLICATION FOR APPOINTMENT
Fayette County Public Facilities Authority

Fayette County's **Public Facilities Authority** was established by the Fayette County Board of Commissioners and approved by act by the Georgia General Assembly. The Public Facilities Authority is comprised of three (3) members who shall be residents of Fayette County and who shall be appointed by the Board of Commissioner of Fayette County. The members of the Authority shall be appointed to serve for a term of one (1) year from the date of such appointment and until their successors shall have been selected and appointed.

Meetings are held on an as-needed basis, and generally not more than once a year. Said meetings take place at the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

Please take a few minutes to complete the application and return it with a resume, if available, to Tameca Smith, County Clerk, at tsmith@fayettecountyga.gov or 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 **no later than 5:00 p.m. on Friday, July 18, 2025**.

If you have any questions, please call (770) 305-5103.

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

NAME Edward ("Ed") Outlaw

ADDRESS 218 Shadowood Lane

Peachtree City, GA 30269

TELEPHONE (home)

(cell) [redacted]

(email address) [redacted]

Signature

9/8/2025
Date

APPLICATION FOR APPOINTMENT
Fayette County Public Facilities Authority

1. How long have you been a resident of Fayette County?
   28 years

2. Why are you interested in serving on the Public Facilities Authority?
   To help the county deliver services more efficiently

3. What qualifications and experience do you possess that should be considered for appointment to the Public Facilities Authority? I am a CPA and a Certified Energy Manager (retired). I have also consulted in the area of economic development incentives.

4. List your recent employment experiences to include name of company and position.
   1998 - present: President, Outlaw Consulting, Inc.

5. Do you have any past experience related to this position? If so, please describe.
   I have served as a member of the Authority and have experience as a CPA and consultant.

6. Are you currently serving on a commission/board/authority or in and elected capacity with any government?
   No

7. Have you attended any Public Facilities Authority meetings in the past two years and, if so, how many?
   Yes. As a member I have attended all but one meeting in the last few years.

8. Are you willing to attend seminars or continuing education classes at county expense?
   Yes

9. What is your vision of the county's future related to the duties of the Public Facilities Authority? I see the Public Facilities Authority as a way to provide county services more cost effectively.

10. Would there be any possible conflict of interest between your employment or your family and you serving on the Public Facilities Authority?
    No

11. Are you in any way related to a County Elected Official or County employee? If so, please describe.
    I serve as Treasurer for the Committee to elect Charles Rousseau.

FAYETTE County
Create Your Story!

APPLICATION FOR APPOINTMENT
Fayette County Public Facilities Authority

12. Describe your current community involvement. I am an active member of Rotary International and served as President of the PTC Rotary club in 2014-2015.
13. Have been given a copy of the county's Ethics Ordinance?

    Yes

14. Is there any reason you would not be able to comply with the ordinance?

    No

COUNTY AGENDA REQUEST

Department:	Finance	Presenter(s):	Sheryl Weinmann, CFO
Meeting Date:	Thursday, September 25, 2025	Type of Request:	New Business #10

Wording for the Agenda:

Request to approve the Public Facilities Authority Selection Committee's recommendation to reappoint Alice Reeves to the Public Facilities Authority for a term beginning July 24, 2025 and expiring July 23, 2026 and to extend said appointment to the next successive term ending July 23, 2027 per County Policy 100.19; Board Appointments.

Background/History/Details:

The Public Facilities Authority is a volunteer body, comprised of three (3) individuals who are appointed to one-year terms by the Fayette County Board of Commissioners.

Some of the duties include, but are not limited to, the acquisition, construction, equipping, maintaining, and operating of building and facilities, including facilities constituting a storm-water management system, and to sell or lease any or all such properties. The Public Facilities Authority meets infrequently, on an as-needed basis, approximately once a year.

County Policy 100.19 states that, "If less than one year remains at the time an individual is appointed to fill such a vacancy, that individual shall also be reappointed to the position for the next successive term." The Selection Committee recommends appointment of the next successive term, July 24, 2026 to July 23, 2027.

What action are you seeking from the Board of Commissioners?

Approval to reappoint Alice Reeves to the Public Facilities Authority for a term beginning July 24, 2025 and expiring July 23, 2026 and to extend said appointment to the next successive term ending July 23, 2027 per County Policy 100.19; Board Appointments.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

**** 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	Yes	Reviewed by Legal	
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

FAYETTE County
Create Your Story!

APPLICATION FOR APPOINTMENT
Fayette County Public Facilities Authority

Fayette County's **Public Facilities Authority** was established by the Fayette County Board of Commissioners and approved by act by the Georgia General Assembly. The Public Facilities Authority is comprised of three (3) members who shall be residents of Fayette County and who shall be appointed by the Board of Commissioner of Fayette County. The members of the Authority shall be appointed to serve for a term of one (1) year from the date of such appointment and until their successors shall have been selected and appointed.

Meetings are held on an as-needed basis, and generally not more than once a year. Said meetings take place at the Fayette County Administrative Complex, 1 40Stonewall Avenue West, Fayetteville, Georgia.

Please take a few minutes to complete the application and return it with a resume, if available, to Tameca Smith, County Clerk, at tsmith@fayettecountyga.gov or 1 40Stonewall Avenue, West, Suite 1 00,Fayetteville, GA 3021 4**no later than 5:00 p.m. on Friday, July 18, 2025**.

If you have any questions, please call (770)305- 51 03

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

NAME Alice Reeves

ADDRESS 201 Flat Creek Trail
Fayetteville, GA 30214

TELEPHONE (home) _____

(cell) [redacted]

(email address) [redacted]

Alice Reeves
Signature

09/04/2025
Date

APPLICATION FOR APPOINTMENT
Fayette County Public Facilities Authority

1. How long have you been a resident of Fayette County?

   63 years so far

2. Why are you interested in serving on the Public Facilities Authority?

   I've been serving on this authority and want to support our County.

3. What qualifications and experience do you possess that should be considered for appointment to the Public Facilities Authority?

   I'm a local business owner for 27 years.

4. List your recent employment experiences to include name of company and position.

   The Reeves Group dba Accounting Resources - owner / partner

5. Do you have any past experience related to this position? If so, please describe.

   I've served since July 2019

6. Are you currently serving on a commission/board/authority or in and elected capacity with any government?

   Yes, this authority.

7. Have you attended any Public Facilities Authority meetings in the past two years and, if so, how many?

   Yes. All of the meetings.

8. Are you willing to attend seminars or continuing education classes at county expense?

   Yes.

9. What is your vision of the county's future related to the duties of the Public Facilities Authority?

   We should utilize the County's resources in the most productive and cost effective way possible.

10. Would there be any possible conflict of interest between your employment or your family and you serving on the Public Facilities Authority?

    No.

11. Are you in any way related to a County Elected Official or County employee? If so, please describe.

    None.

APPLICATION FOR APPOINTMENT
Fayette County Public Facilities Authority

12. Describe your current community involvement.

I'm an active member of the Fayette County Chamber of Commerce, past president of the Fayette County Historical Society, member of the McIntosh Charter Chapter of the ABWA

13. Have been given a copy of the county's Ethics Ordinance?

Yes.

14. Is there any reason you would not be able to comply with the ordinance?

No

COUNTY AGENDA REQUEST

Department:	Environmental Management	Presenter(s):	Bryan Keller, Director
Meeting Date:	Thursday, September 25, 2025	Type of Request:	New Business #11

Wording for the Agenda:

Request to award Bid #26015-B: 2017 SPLOST; Stormwater Category II, Tier II; 19SBJ Darren Drive Culvert Replacement to the lowest responsive, responsible bidder, Piedmont Paving, Inc., in the amount of $1,404,158.93.

Background/History/Details:

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

The project consists of removing the existing deteriorating triple 96-inch corrugated metal pipes conveying Shoal Creek below Darren Drive and replacing with triple 9-foot x 9-foot and triple 9-foot x 5-foot concrete box culverts. This project also consists of but is not limited to utility coordination and/or relocation, grading, and asphalt paving.

What action are you seeking from the Board of Commissioners?

Approval to award Bid #26015-B: 2017 SPLOST; Stormwater Category II, Tier II; 19SBJ Darren Drive Culvert Replacement to the lowest responsive, responsible bidder, Piedmont Paving, Inc., in the amount of $1,404,158.93.

If this item requires funding, please describe:

Available in 2017 SPLOST; Stormwater Category II, Tier II; 19SBJ Darren Drive is $1,459,154.59.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

**** 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	Yes	Reviewed by Legal	
Approved by Purchasing	Yes	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

FAYETTE County
Create Your Story!

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: September 25, 2025

Subject: Contract 26015-B: Darren Drive Culvert Replacement

The Purchasing Department issued Invitation to Bid 26015-B to secure a contractor to replace the existing metal pipes with a concrete box culvert. Notice of the opportunity was emailed to 103 companies. Another 320 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code #91339 (Construction, Pipe Culvert) and #91377 (Maintenance and Repair, Pipe Culvert). The offer was also advertised through Georgia Local Government Access Marketplace.

Three companies submitted bids (Attachment 1).

Environmental Management recommends awarding to Piedmont Paving, Inc. A Contractor Performance Evaluation is attached (Attachment 2).

Specifics of the proposed contract are as follows:

Contract Name	26015-B: Darren Drive Culvert Replacement	
Contractor	Piedmont Paving, Inc.	
Contract Amount	$1,404,158.93	
Budget:		
Fund	322	2017SPLOST
Org Code	32240320	STORMWATER
Object	541210	OTHER IMPROVEMENT
Project	19SBJ	130 DARREN DRIVE
Available	$ 1,459,154.59 As of 9/12/2025	

Attachment 1

ITB #26015-B Darren Drive Culvert Replacement

TALLY SHEET

Tuesday, August 26, 2025

Company Name	Total Bid Price
Helix Grading & Utility LLC	$4,210,299.91
Site Engineering Inc.	$3,798,201.90
Piedmont Paving Inc.	$1,404,158.93

 Attachment 2

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: **Piedmont Paving, Inc.**	Contract Number: **2455-B**
Mailing Address: **1226 Highway 16 East**	Contract Description or Title: Starr's Mill School Tunnel
City, St, Zip Code: **Newnan, GA 30263**	Contract Term (Dates) From: 10/16/2024 To:10/17/2025
Phone Number: **678-423-0586**	Task Order Number:
Cell Number:	Other Reference: 17TAI Starr's Mill School Tunnel
E-Mail Address: **andrew@piedmontpaving.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: Paola Kimbell Matt Bergen	Date of Evaluation: 9/10/2025
Print Name: Paola Kimbell/Matt Bergen	Department/Division: EMD
Title: Project Manager	Telephone No: 770-320-6041 / 770-305-5320

Form Updated 11/16/2016

CONTRACTOR PERFORMANCE EVALUATION
Explanation of Outstanding or Unsatisfactory Ratings

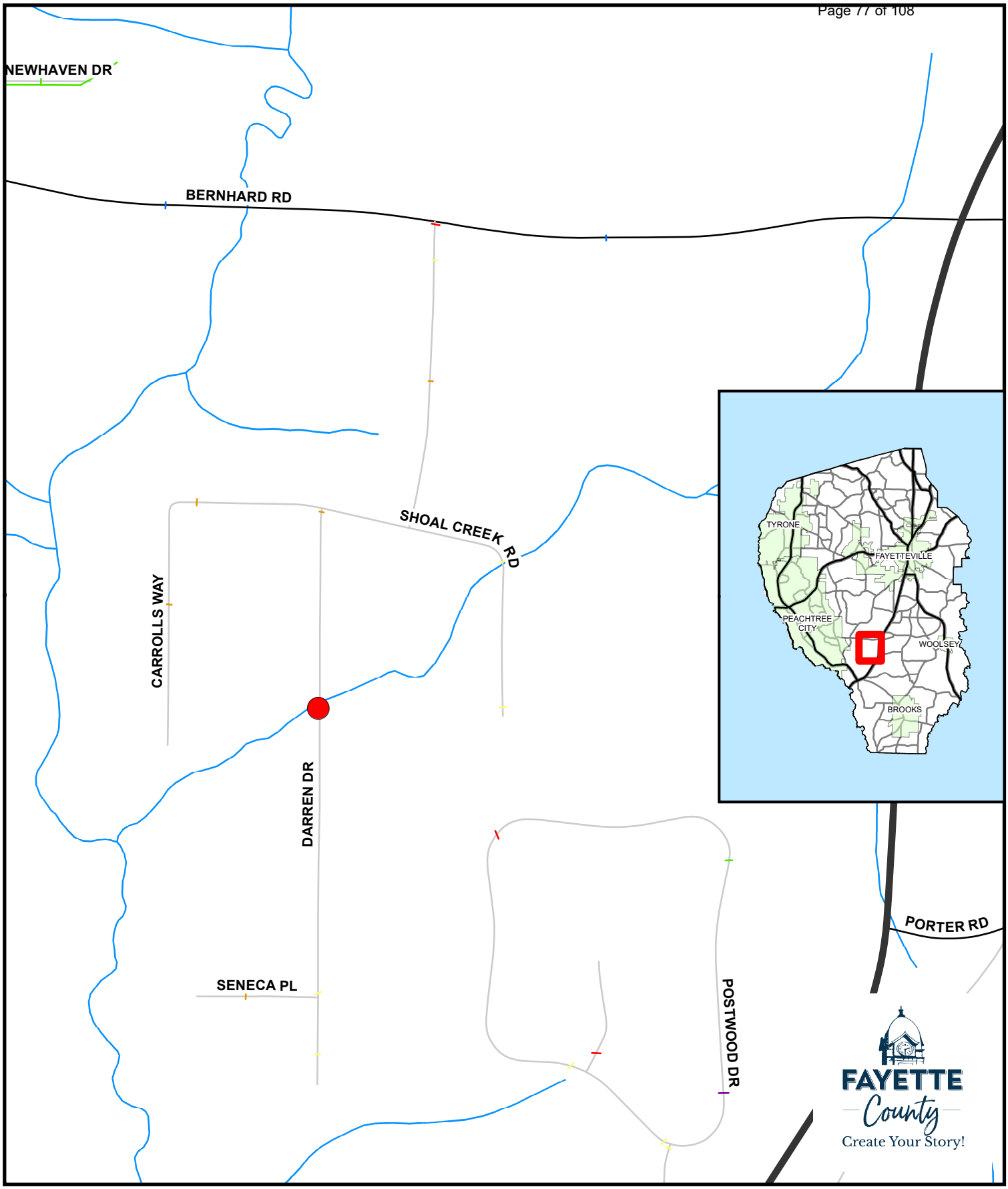
Page 2

Company Name:	Contract Number:

EXPLANATIONS / COMMENTS

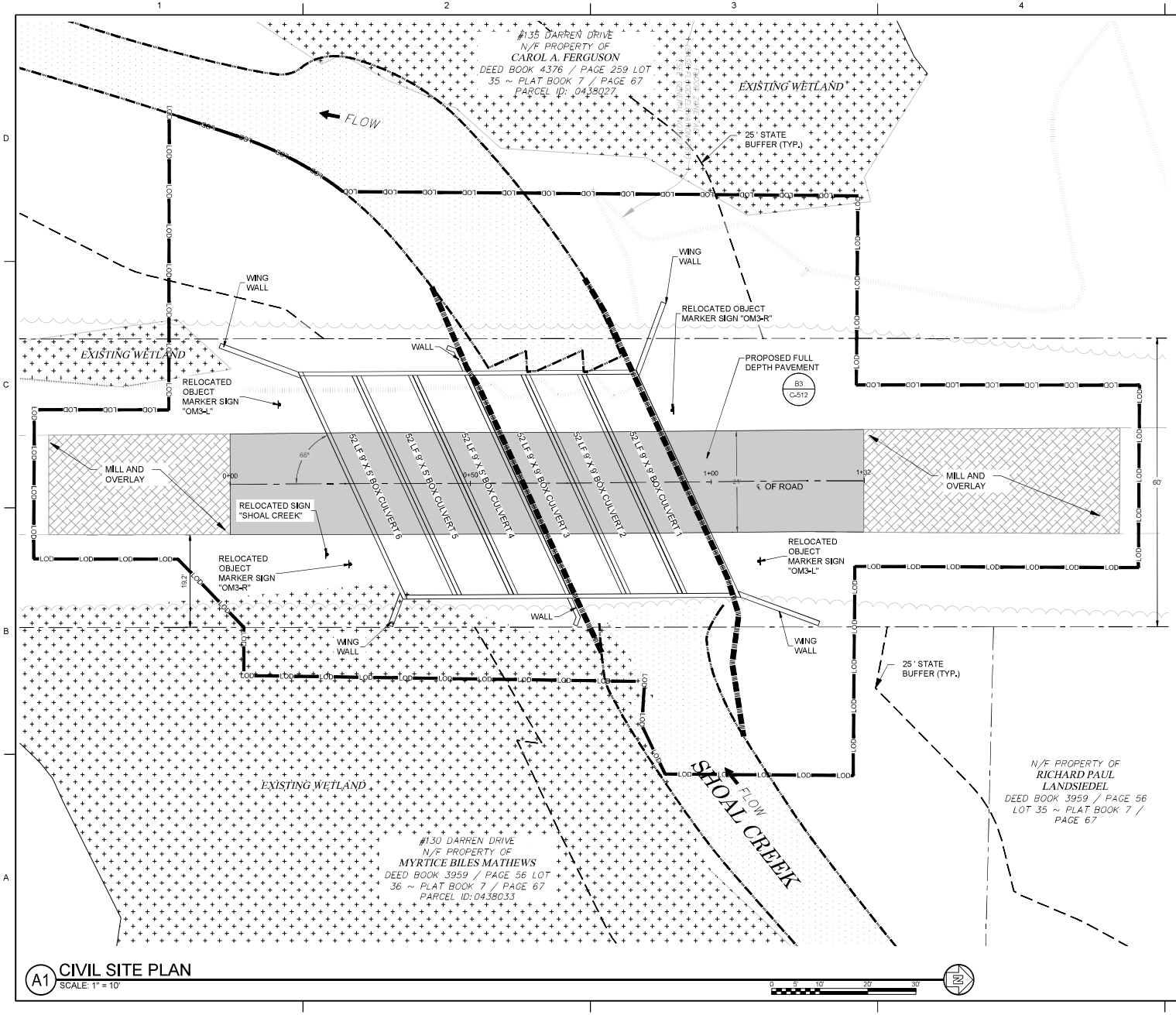
1. Do not submit page 2 without page 1.
2. Use this page to explain evaluations of *Outstanding* or *Unsatisfactory*.
3. Be specific (include paragraph and page numbers referenced in the applicable contract, etc.). Continue on separate sheet if needed (show company name and contract number or other reference)

Purchasing Department Comments (e.g. did the vendor honor all offers; submit insurance, bonds & other documents in a timely manner; and provide additional information as requested?):



Project Location

Fayette County 2017 SPLOST
130 Darren Drive- 19SBJ
Stormwater Culvert Replacement



A1 CIVIL SITE PLAN
SCALE: 1" = 10'

GENERAL SHEET NOTES

1. REFER TO SHEETS C-001 AND C-002 FOR LEGENDS, ABBREVIATIONS, AND CIVIL NOTES.
2. THIS SHEET IS PART OF A MULTI-SHEET SET OF CONSTRUCTION PLANS AND SHALL BE READ WITH THE FULL SET TO BEST ENSURE PROPER INTERPRETATION.
3. THE CONTRACTOR SHALL SUBMIT A TEMPORARY TRAFFIC CONTROL AND PHASING PLAN TO THE COUNTY FOR APPROVAL PRIOR TO COMMENCEMENT OF THE CONSTRUCTION ACTIVITIES.
4. ALL CONCRETE FORMWORK AND REINFORCING BARS TO BE INSPECTED BY ENGINEER'S OR OWNER'S FIELD REPRESENTATIVE IN CONJUNCTION WITH THE CONTRACTOR'S REPRESENTATIVE BEFORE CONCRETE IS PLACED.
5. AS-BUILT DRAWINGS SHALL CONTAIN ALL RELEVANT ELEVATIONS AND INVERTS. (ALL AS-BUILT DRAWING SHOULD BE CERTIFIED BY A GEORGIA REGISTERED LAND SURVEYOR).
6. CONTRACTOR TO ESTABLISH TEMPORARY SUPPORT FOR EXISTING UTILITIES AND MAINTAIN IT THROUGHOUT CONSTRUCTION.
7. CONTRACTOR TO BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGED CURB OR DRIVEWAYS DURING CONSTRUCTION.
8. CONTRACTOR TO BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGED ROADWAY/ASPHALT DURING PROJECT CONSTRUCTION, AS WELL AS REPLACEMENT AND RELOCATION OF MAILBOXES.
9. EXISTING DRIVEWAYS TO REMAIN OPEN AND ACCESSIBLE AT ALL TIMES. CONTRACTOR TO PROTECT DRIVEWAYS DURING ALL PHASES OF CONSTRUCTION.
10. GDOT BFI HAS BEEN PERFORMED AND IS PROVIDED WITH BID DOCUMENTS.
11. SHOP STRUCTURE SHOP DRAWINGS TO BE APPROVED BY ENGINEER FOR OWNER.
12. CONTRACTOR PROVIDE A MINIMUM 12-FOOT TRAFFIC LANE WITH DRIVABLE SURFACE AT ALL TIMES.

LEGEND:

- SHOAL CREEK & EXISTING BANK (TYP.)
- FULL DEPTH ASPHALT PAVING (FOUNDATION TYPE REFER TO FAYETTE COUNTY TYPICAL)
- WETLANDS
- 25 FOOT STATE BUFFER
- LOD — LIMITS OF DISTURBANCE AND TEMPORARY EASEMENT
- MILL OVERLAY
- PROPOSED CHANNEL BANK (TYP.)

Know what's **below.** Call before you dig. Dial 811 Or Call 800-282-7411

100% DESIGN SUBMITTAL - ISSUED FOR CONSTRUCTION

MARK	DESCRIPTION	DATE	APPR.
1	COUNTY COMMENTS	09/20/2022	

Copyright © 2022 by Pond & Company. All rights reserved. No copying or duplication of these drawings is allowed without the express written agreement of Pond & Company.

DESIGNED BY: FAH | DATE: FEBRUARY 26, 2024
DWN BY: MDW | CKD BY: FAH | SOLICITATION NO.: -
SUBMITTED BY: FAH | CONTRACT NO.: -
FILE NAME: CS101 | FILE NUMBER: 1220302.004
SIZE: 22" x 34" | PLOT SCALE: 1:20 | PLOT DATE:

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

POND
3578 Kraft Road, Suite 300
Charlotte, North Carolina 28226
Phone: (980) 234-7572
Fax: (704) 362-0000
License: P-0169
PROJECT NO. 1220302

DARREN DRIVE CULVERT REPLACEMENT

FAYETTE COUNTY, GA, 30214

CIVIL SITE PLAN

SHEET IDENTIFICATION
CS101

FILE NAME: X:\FY22\1220302\04.CAD_BIM\04.02.CAD\CS-101.dwg PLOTTED: Monday, February 26, 2024

CS-101.dwg

General Information	
Project ID	
Street Name	**Darren Drive**
Site Visit Date	5/8/13
Road Classification	Minor road

Project Notes

Rural Typical Section

Field Notes

Design (Existing Site Features)	
Existing Road Laneage	2-10'
Existing Shld Width (paved and grass) (feet)	2'
Existing Side Slopes	2:1
Existing Guardrail	None
Depth fm Pavement to Top of Culvert (ft):	3
Pipe Type and Size	3-96" CMP
Pipe Condition (1-5) (1 is new)	3

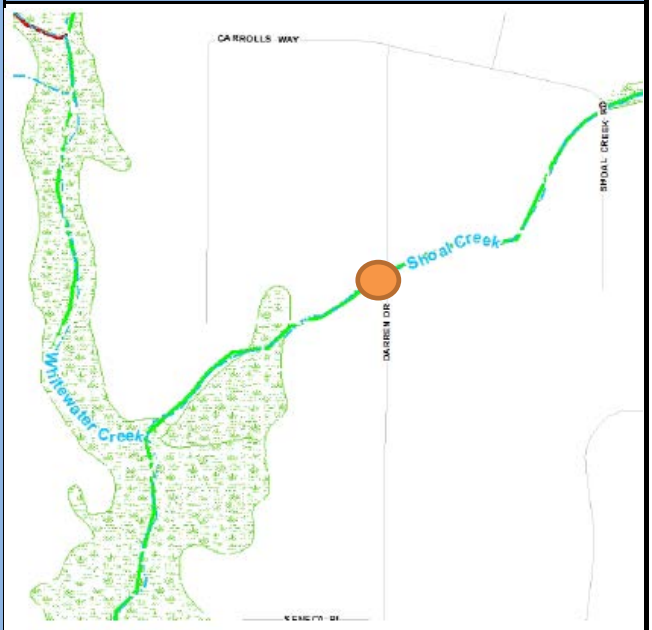
Condition Notes:

Pavement Type/Condition	Asphalt/Good

Environmental Features	
Wetlands	None
Ditches	None

Utilities (Visual Inspection)	
Electric	Yes
Cable	Yes
Phone	Yes
Gas	Unknown
Water	Yes
Sewer	No
Other	

Map



Stage Construction Options	
Close Location to Traffic	
Maintain One Lane - No Temp Pavement	X
Maintain One Lane - Temp Road	

Stage Construction Notes:

Proposed Design

Roadway Section	Replace in kind
Proposed Design	Triple 9' x 9' box culvert and Triple 9' x 5' box culvert
Utility Relocations	Phone, cable
Guardrail Replacement	Need to add guardrail due to sideslopes and culvert installation
Miscellaneous Features	Zone AE Floodplain Analysis Required

	2024 Re-alignment Est:	**$1,500,000**

COUNTY AGENDA REQUEST

Department:	Environmental Management	Presenter(s):	Bryan Keller, Director
Meeting Date:	Thursday, September 25, 2025	Type of Request:	New Business #12

Wording for the Agenda:

Request to award Bid #26016-B: 2017 SPLOST; Stormwater Category II, Tier II; 19SBK Mark Lane Culvert Replacement to the lowest responsive, responsible bidder, Piedmont Paving, Inc., in the amount of $476,388.72 and to reallocate $99,437 from 17SAS Stormwater Improvement Plans CAT IV.

Background/History/Details:

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

The Mark Lane project location is near 110 Mark Lane in Fayette County and consists of removing the existing deteriorated single 60-inch Corrugated Metal Pipe (CMP) and replacing it with 65 linear feet of 6-foot x 6-foot reinforced concrete box culvert. This project also consists of but is not limited to utility coordination and relocation, grading, and asphalt paving.

What action are you seeking from the Board of Commissioners?

Approval to award Bid #26016-B: 2017 SPLOST; Stormwater Category II, Tier II; 19SBK Mark Lane Culvert Replacement to the lowest responsive, responsible bidder, Piedmont Paving, Inc., in the amount of $476,388.72 and to reallocate $99,437 from 17SAS Stormwater Improvement Plans CAT IV.

If this item requires funding, please describe:

Available in 2017 SPLOST; Stormwater Category II, Tier II; 19SBK Mark Lane is $376,952.15 The additional funding of $99,437 is available in 17SAS Stormwater Improvements CAT IV.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

**** 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	Yes	Reviewed by Legal	
Approved by Purchasing	Yes	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

FAYETTE County
Create Your Story!

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: September 25, 2025

Subject: Contract #26016-B Mark Lane Culvert Replacement

The Purchasing Department issued Invitation to Bid 26016-B to secure a contractor to install a culvert on Mark Lane. Notice of the opportunity was emailed to 97 companies. Another 319 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code #91339 (Construction, Pipe Culvert) and #91377 (Maintenance and Repair, Pipe Culvert). The offer was also advertised through Georgia Local Government Access Marketplace, and the Fayette County News.

Six companies submitted bids (Attachment 1).

Environmental Management recommends awarding Piedmont Paving, Inc. A Contractor Performance Evaluation is attached (Attachment 2). The initial estimated funding for the project was short $99,436.57 therefore EMD is requesting the board to approve a balance transfer from the Stormwater Improvement Plans CAT IV (17SAS).

Specifics of the proposed contract are as follows:

Contract Name	26016-B Mark Lane Culvert Replacement	
Contractor	Piedmont Paving, Inc.	
Contract Amount	$476,388.72	
Budget:		
Fund	322	2017 SPLOST
Org Code	32240320	Stormwater
Object	541210	Other Improvements
Project	19SBK	110 Mark Lane
Available	$376,952.15	As of 9/12/2025
	$99,436.57	17SAS STORMWATER IMPROVEMENT
	$476,388.72	After budget transfer

ITB #26016-B Mark Lane Culvert Replacement
TALLY SHEET
Tuesday, August 26, 2025

COMPANY NAME	TOTAL BID PRICE
Crawford Grading	$550,620.00
Site Engineering	$547,827.40
FS Scarbrough	$534,252.49
McLeroy Inc	$491,220.18
Helix	$490,689.28
Piedmont Paving	$476,388.72

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: **2455-B**
Mailing Address: **1226 Highway 16 East**	Contract Description or Title: Starr's Mill School Tunnel
City, St, Zip Code: **Newnan, GA 30263**	Contract Term (Dates) From: 10/16/2024 To:10/17/2025
Phone Number: **678-423-0586**	Task Order Number:
Cell Number:	Other Reference: 17TAI Starr's Mill School Tunnel
E-Mail Address: **andrew@piedmontpaving.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: Paola Kimbell Matt Bergen	Date of Evaluation: 9/10/2025
Print Name: Paola Kimbell/**Matt Bergen**	Department/Division: EMD
Title: Project Manager	Telephone No: 770-320-6041 / 770-305-5320

Form Updated 11/16/2016

CONTRACTOR PERFORMANCE EVALUATION
Explanation of Outstanding or Unsatisfactory Ratings

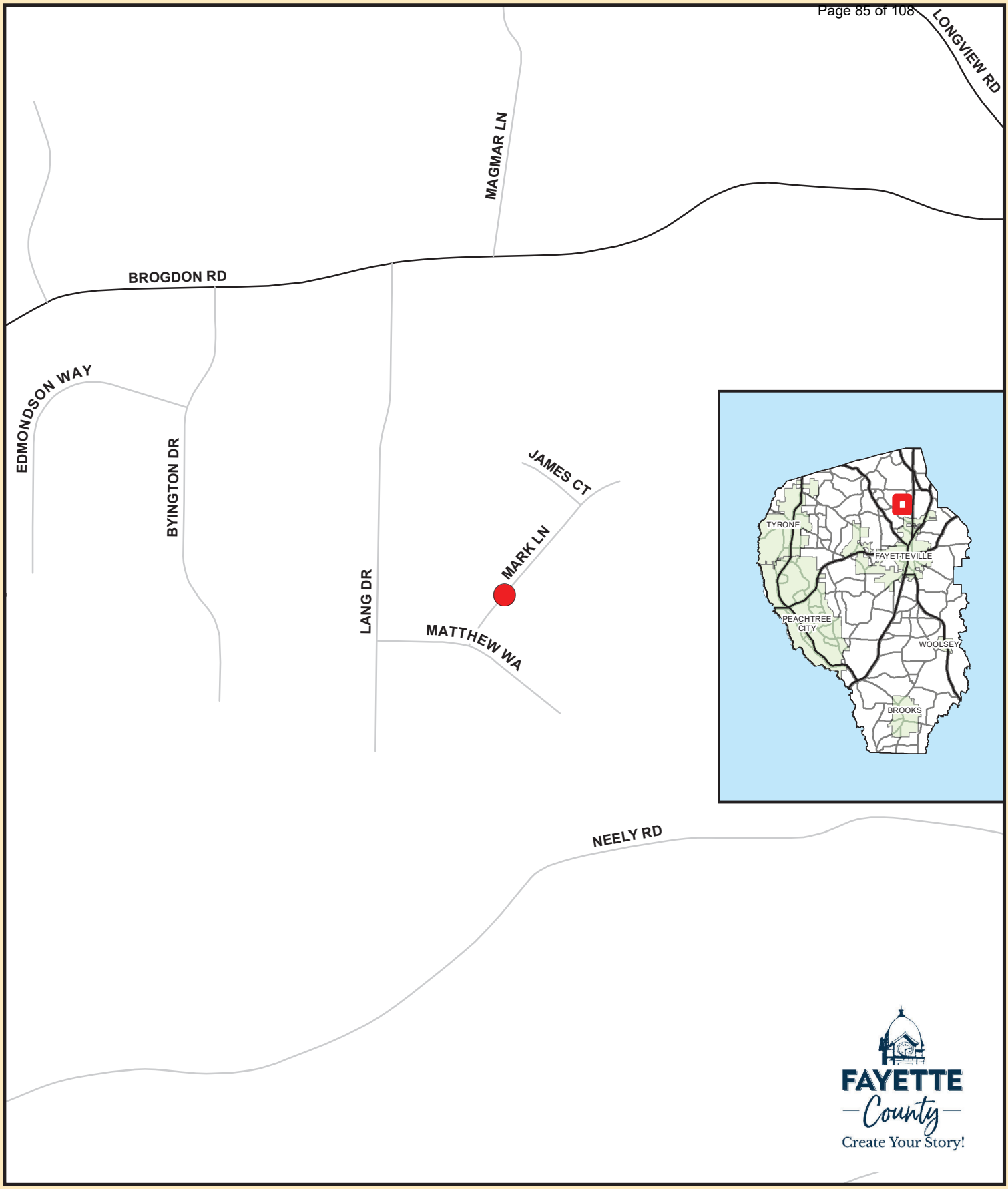
Page 2

Company Name:	Contract Number:

EXPLANATIONS / COMMENTS

1. Do not submit page 2 without page 1.
2. Use this page to explain evaluations of *Outstanding* or *Unsatisfactory*.
3. Be specific (include paragraph and page numbers referenced in the applicable contract, etc.). Continue on separate sheet if needed (show company name and contract number or other reference)

Purchasing Department Comments (e.g. did the vendor honor all offers; submit insurance, bonds & other documents in a timely manner; and provide additional information as requested?):



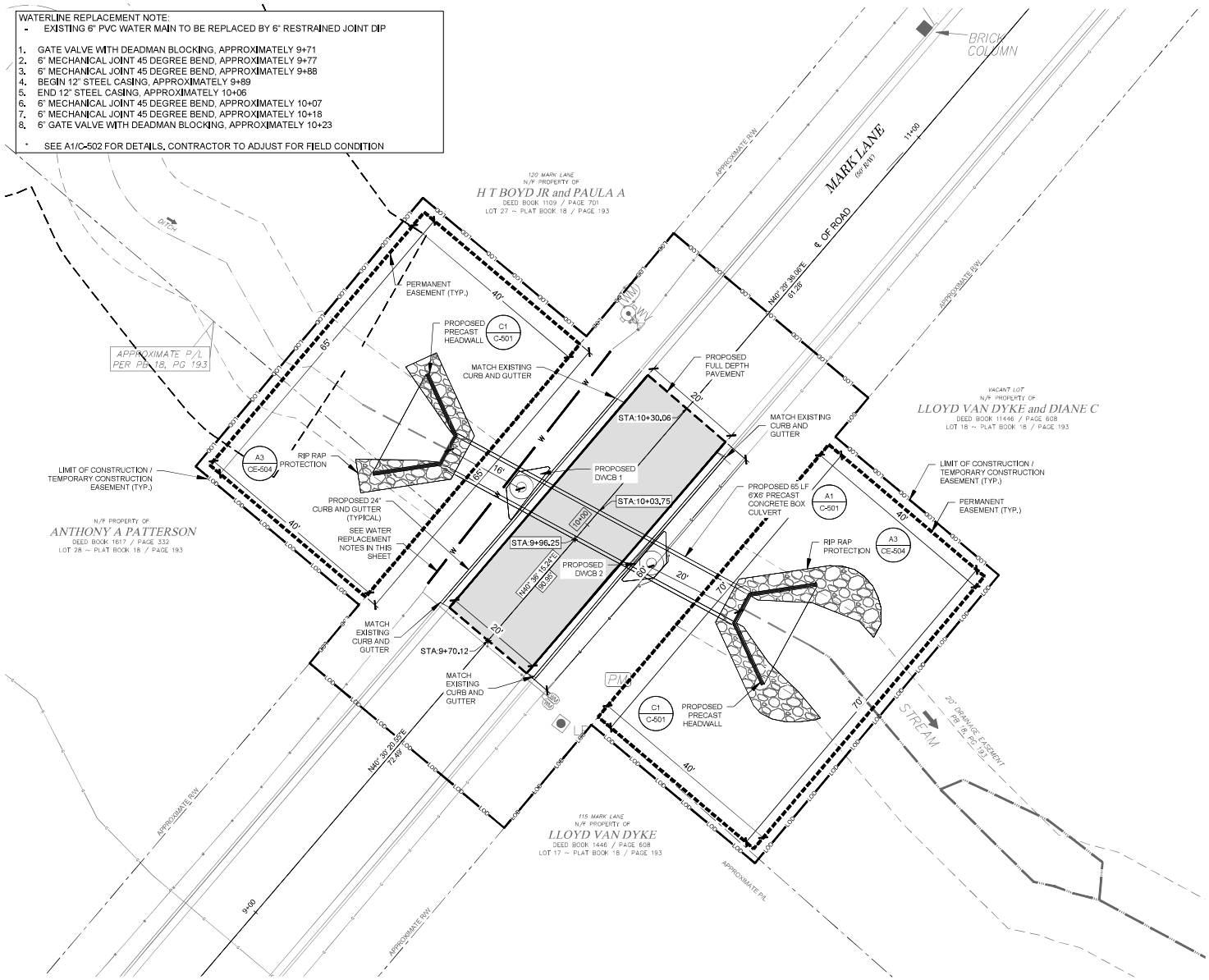
Project Location

Fayette County 2017 SPLOST
110 Mark Lane- 19SBK
Stormwater Culvert Replacement
33.496607, -84.461388

WATERLINE REPLACEMENT NOTE:
- EXISTING 6" PVC WATER MAIN TO BE REPLACED BY 6" RESTRAINED JOINT DIP

1. GATE VALVE WITH DEADMAN BLOCKING, APPROXIMATELY 9+71
2. 6" MECHANICAL JOINT 45 DEGREE BEND, APPROXIMATELY 9+77
3. 6" MECHANICAL JOINT 45 DEGREE BEND, APPROXIMATELY 9+88
4. BEGIN 12" STEEL CASING, APPROXIMATELY 9+89
5. END 12" STEEL CASING, APPROXIMATELY 10+06
6. 6" MECHANICAL JOINT 45 DEGREE BEND, APPROXIMATELY 10+07
7. 6" MECHANICAL JOINT 45 DEGREE BEND, APPROXIMATELY 10+18
8. 6" GATE VALVE WITH DEADMAN BLOCKING, APPROXIMATELY 10+23

* SEE A1/C-502 FOR DETAILS. CONTRACTOR TO ADJUST FOR FIELD CONDITION



GENERAL SHEET NOTES

1. REFER TO SHEETS C-001 AND C-002 FOR LEGENDS, ABBREVIATIONS, AND CIVIL NOTES.
2. THIS SHEET IS PART OF A MULTI-SHEET SET OF CONSTRUCTION PLANS AND SHALL BE READ WITH THE FULL SET TO BEST ENSURE PROPER INTERPRETATION.
3. CONTRACTOR TO COORDINATE LANE CLOSURE WITH FAYETTE COUNTY AND ENGINEER, AT LEAST ONE 12-FT LANE AT ALL TIMES.
4. ALL CONCRETE FORMWORK AND REINFORCING BARS TO BE INSPECTED BY ENGINEER'S OR OWNER'S FIELD REPRESENTATIVE IN CONJUNCTION WITH THE CONTRACTOR'S REPRESENTATIVE BEFORE CONCRETE IS PLACED.
5. AS-BUILT DRAWINGS SHALL CONTAIN ALL RELEVANT ELEVATIONS AND INVERTS. (ALL AS-BUILT DRAWING SHOULD BE CERTIFIED BY A GEORGIA REGISTERED LAND SURVEYOR).
6. CONTRACTOR TO ESTABLISH TEMPORARY SUPPORT FOR EXISTING UTILITIES AND MAINTAIN IT THROUGHOUT CONSTRUCTION.
7. CONTRACTOR TO BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGED CURB OR DRIVEWAYS DURING CONSTRUCTION.
8. CONTRACTOR TO BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGED ROADWAY/ASPHALT DURING PROJECT CONSTRUCTION. AS WELL AS REPLACEMENT AND RELOCATION OF MAILBOXES.
9. CONTRACTOR TO MILL ENTIRE WIDTH OF ANY PORTION OF THE TOP COURSE ASPHALT DAMAGED DURING CONSTRUCTION AND OVERLAY.
10. IF PRECAST STRUCTURE IS USED IN PLACE OF A CAST-IN-PLACE STRUCTURE, THEN THE PRECAST STRUCTURE TO BE DESIGNED BY VENDOR DURING THE CONSTRUCTION SHOP DRAWING PROCESS. THE STRUCTURE SHOP DRAWINGS TO BE APPROVED BY ENGINEER FOR OWNER.
11. COORDINATE RELOCATION OF EXISTING LONG-SIDE SERVICE FOR 115 MARK LANE WITH FAYETTE COUNTY WATER DEPARTMENT. REPLACEMENT LINE TO BE 1" COPPER. EXTEND ASPHALT REPAIR AS NECESSARY.

LEGEND:

- FULL DEPTH ASPHALT PAVING (FOUNDATION TYPE REFER TO FAYETTE COUNTY TYPICAL)
- 25 FOOT STATE BUFFER
- LOD — LOD — LIMITS OF DISTURBANCE AND TEMPORARY EASEMENT

Know what's **below.** Call before you dig. Dial 811 Or Call 800-282-7411

A1 CIVIL SITE PLAN
SCALE: 1" = 10'

0 5' 10' 20' 30'

FAYETTE COUNTY GEORGIA

GEORGIA REGISTERED No. 27428 PROFESSIONAL ENGINEER DAVID M. MORGAN
10/15/2021

Copyright © 2021 by Fond Companies. All rights reserved. No copying or duplication of these documents is allowed without the express written permission of Fond Companies.

MARK	DESCRIPTION	DATE	APPR.

DESIGNED BY: MA | DATE: OCTOBER 15, 2021
DWN BY: NDA | CKD BY: MDM | SOLICITATION NO.:
SUBMITTED BY: DM | CONTRACT NO.: -
FILE NAME: | FILE NUMBER:
SIZE: 22" X 34" | PLOT SCALE: 1 | PLOT DATE:

FAYETTE COUNTY
140 STONEWALL AVE. W., SUITE 203,
FAYETTEVILLE, GA. 30214

FOND
3200 Windy Hill Road, Suite 1500E
Parkview Corners, Suite 100
Fayetteville, Georgia 30214
Tel: 678-817-7800
www.fondcompanies.com

MARK LANE
CULVERT REPLACEMENT
FAYETTE COUNTY, GA. 30214

CIVIL SITE PLAN

SHEET IDENTIFICATION
CS101

FILE NAME: X:\FY19\1190399\TO08 - Mark Lane 110 Culvert Replacement\04.CAD_BIM\04.02.CAD\CS101.dwg PLOTTED: Monday, April 29, 2024

100% DESIGN SUBMITTAL

General Information	
Project ID	
Street Name	**115 Mark Lane**
Site Visit Date	5/22/13
Road Classification	Minor road

Project Notes

Urban typical with Curb and Gutter

Field Notes

Design (Existing Site Features)	
Existing Road Laneage	2 - 10'
Existing Shld Width (paved and grass) (feet)	4'
Existing Side Slopes	Flat
Existing Guardrail	None
Depth fm Pavement to Top of Culvert (ft):	5
Pipe Type and Size	60" CMP
Pipe Condition (1-5) (1 is new)	4

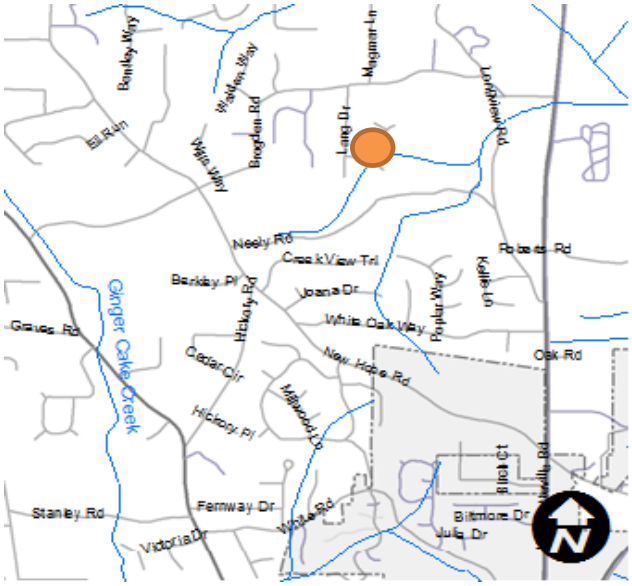
Condition Notes: Not straight, joint damage; downstream sediment (1/2' of sediment 90' length)

Pavement Type/Condition	Asphalt/Good

Environmental Features	
Wetlands	X (Upstream)
Ditches	None

Utilities (Visual Inspection)	
Electric	Buried
Cable	Buried
Phone	Buried
Gas	
Water	Buried
Sewer	
Other	

Map



Stage Construction Options	
Close Location to Traffic	
Maintain One Lane - No Temp Pavement	X
Maintain One Lane - Temp Pavement	

Stage Construction Notes:

Proposed Design

Roadway Section	
Culvert Size & Material	Double 6x4' box, concrete, 90'
Utility Relocations	Electric, cable, phone, water
Guardrail Replacement	
Miscellaneous Features	

2024 Re-alignment Est:	**$385,000.00**

COUNTY AGENDA REQUEST

Department:	Public Works	Presenter(s):	Phil Mallon, Director
Meeting Date:	Thursday, September 25, 2025	Type of Request:	New Business #13

Wording for the Agenda:

Request to accept an $800,000 federal-aid grant from Atlanta Regional Commission (ARC) for the Preconstruction Engineering (PE) of the Sandy Creek Road at Eastin Road/Sams Drive/Trustin Lake Drive Intersection Improvement project (I-2) and approval for the Chairman to execute the Project Framework Agreement (PFA) with Georgia Department of Transportation.

Background/History/Details:

On April 23, 2024 the Board approved staff to submit an application to the ARC in response to their open solicitation for Transportation Improvement Program (TIP) projects. Funds for the Preconstruction Engineering (PE) phase were authorized by the U.S. Department of Transportation Federal Highway Administration on February 13, 2025.

The PFA is a binding legal agreement between Georgia Department of Transportation (GDOT) and the Local Government which contains straightforward project phase participation commitments. Fayette County is responsible for 100% of the project costs above the estimated totals. County staff will seek additional funds for the right-of-way and construction phases of the realignment project.

SPLOST Project No. I-2, Sandy Creek Road at Eastin Road/Sams Drive/Trustin Lake Drive (GDOT PI 0021206 / ARC FA-280)
Federal Funds for PE phase (80%): $800,000
Local Share for PE phase (20%): $200,000
Total budget for PE phase: $1,000,000.

What action are you seeking from the Board of Commissioners?

Approval to accept the $800,000 federal-aid grant from Atlanta Regional Commission (ARC) for the Preconstruction Engineering (PE) of the Sandy Creek Road at Eastin Road/Sams Drive/Trustin Lake Drive Intersection Improvement project (I-2) and approval for the Chairman to execute the Project Framework Agreement (PFA) with Georgia Department of Transportation.

If this item requires funding, please describe:

Funding for the PE phase local match project is available from the 2004 SPLOST Project I-2 Sandy Creek Road at Eastin Road/Sams Drive/Trustin Lake Drive.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

* ***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	Yes	Reviewed by Legal	
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

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

August 20, 2025

PI No. 0021206, Fayette County
Sandy Creek Road at Eastin Road/Sams Drive/Trustin Lake Drive

Honorable Chairman Lee Hearn
Fayette County
140 Stonewall Avenue West
Fayetteville, Georgia 30214
Attention: Phil Mallon, P.E., County Engineer
Paola Kimbell, Transportation Engineer

Dear Chairman Lee Hearn:

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

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

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

Sincerely,

Kimberly W. Nesbitt

Kimberly W. Nesbitt
State Program Delivery Administrator

KWN:CCV:MSL:RVC
Attachment(s)

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

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

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

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

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

WHEREAS, the SPONSOR has represented to the DEPARTMENT a desire to improve the transportation facility described in Exhibit A, attached and incorporated herein by reference, identified as PI # **0021206** and hereinafter referred to as the "PROJECT"; and

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

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

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

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

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

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

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

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

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

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

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

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

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

be responsible for any claim, damage, loss or expense, to the extent allowed by law that is attributable to errors, omissions, or negligent acts related to the designs, drawings, specifications, and other services furnished by or on behalf of the SPONSOR pursuant to this Agreement.

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

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

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

OR

☐is self-insured.

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

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

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

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

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

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

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

e. Waiver of Subrogation. There is no waiver of subrogation rights by either PARTY with respect to insurance.

f. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

11. Compensation; Invoicing and Payment.

a. It is understood and agreed that the total estimated PE cost for the PROJECT is one million dollars and zero cents ($1,000,000.00)

b. It is agreed that the total maximum reimbursable amount the DEPARTMENT will pay is eight hundred thousand dollars and zero cents ($800,000.00). The DEPARTMENT will reimburse at eighty percent (80%) up to the total maximum reimbursable amount, which is the DEPARTMENT'S maximum obligation.

c. The SPONSOR shall be responsible for all amounts in excess of the total maximum reimbursable amount.

d. The SPONSOR should submit invoices to the DEPARTMENT on a monthly basis to include a report on what was accomplished during the month, anticipated work to be done during the next month, and any problems encountered or anticipated. Upon approval of each submitted invoice, the DEPARTMENT shall make payment to the SPONSOR as the work progresses, but not more often than once a month, until the work is completed, or the DEPARTMENT has met its total maximum obligation set forth in this Section 11.

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

EXHIBIT A – Transportation Improvement Program/Statewide Transportation Improvement Program Insert

APPENDIX A – Georgia Security and Immigration Compliance Act Affidavit
APPENDIX B – Sexual Harassment Prevention Policy Compliance
APPENDIX C – Certification of FAYETTE COUNTY Drug Free Workplace
APPENDIX D – Certification of Compliances
APPENDIX E – Title VI Certification and Acknowledgement Form
APPENDIX F – Certificate of Compliance with Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation
APPENDIX G – Reserved

13. COMPLIANCE WITH APPLICABLE LAWS

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

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

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

d. By execution of this Agreement, the undersigned certifies on behalf of the SPONSOR under penalty of law that the SPONSOR is in compliance with the service delivery strategy law (O.C.G.A. Sections 36-70-1 *et seq.)* as stated in Appendix D and is not debarred from receiving financial assistance from the State of Georgia.

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

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

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

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

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

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

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

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

DEPARTMENT	SPONSOR
Name: Kimberly W. Nesbitt	Name: Phil Mallon, P.E.
Title: State Program Delivery Administrator	Title: County Engineer

600 West Peachtree Street, NW,	140 Stonewall Avenue West
25th Floor	
Atlanta, Georgia 30308	Fayetteville, Georgia 30214
Telephone#:(404) 631-1575	Telephone#:(770)-320-6010
E-mail: knesbitt@dot.ga.gov	Email: pmallon@fayettecountyga.gov

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

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

16. MISCELLANEOUS.

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

b. Governing Law. This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.

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

d. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

e. 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.

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

g. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

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

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

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

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

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.

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

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

GEORGIA DEPARTMENT OF TRANSPORTATION

By: _____
Commissioner

Attest:

_____
Treasurer

FAYETTE COUNTY, GEORGIA

By_____(Seal)
Chairman
Name: Lee Hearn

Signed, sealed and delivered this _____,
in the presence of:

_____
Notary Public (Notary Seal)
Name: Marlena Edwards
Title: Notary Public

This Agreement, approved by
FAYETTE COUNTY, on _____(date)

Attest:

_____
Tameca P. Smith, County Clerk

58-6000826
Federal Employer Identification Number:

EXHIBIT A

Transportation Improvement Program/Statewide Transportation Improvement Program

FA-280	SANDY CREEK ROAD, SAMS DRIVE, AND EASTIN ROAD INTERSECTION IMPROVEMENT	Jurisdiction: Fayette County	Existing	Planned	Length (mi.)	Network Year
0021206		Sponsor: Fayette County	N/A	N/A	0.3	TBD
Programmed		Service Type: Roadway / Operations & Safety	Analysis: Exempt from Air Quality Analysis (40 CFR 93)			LCI / Flex

	Status	Year	Fund Type	Federal	State	Local	Bonds	Total
PE		2026	Surface Transportation Block Grant (STBG) Program - Urban (>200K) (ARC)	$800,000	$0,000	$200,000	$0,000	$1,000,000
ROW		LR 2029-2030	Local Jurisdiction/Municipality Funds	$0,000	$0,000	$500,000	$0,000	$500,000
UTL		LR 2029-2030	Local Jurisdiction/Municipality Funds	$0,000	$0,000	$500,000	$0,000	$500,000
CST		LR 2029-2030	Local Jurisdiction/Municipality Funds	$0,000	$0,000	$3,000,000	$0,000	$3,000,000
				$800,000	$0,000	$4,200,000	$0,000	$5,000,000

APPENDIX A
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

P.I.# and Project Description:	PI 0021206 Sandy Creek Road @ Eastin Road/Sams Drive/Trustin Lake Drive
Sponsor Name:	FAYETTE COUNTY
Sponsor Address:	140 Stonewall Avenue West Fayetteville, Georgia 30214

SPONSOR AFFIDAVIT

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

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

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

7/17/2007
Date of Authorization

County of Fayette
Name of Sponsor

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

Lee Hearn
Printed Name (of Authorized Officer or Agent)

Chairman
Title (of Authorized Officer or Agent)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____DAY OF_____, 20_____

Notary Public – Marlena Edwards

My Commission Expires: 8/16/2026

[NOTARY SEAL]

APPENDIX B
SEXUAL HARASSMENT PREVENTION POLICY COMPLIANCE

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

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

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

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

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

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

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

APPENDIX C
CERTIFICATION OF FAYETTE COUNTY
DRUG-FREE WORKPLACE

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

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and

2. A drug-free workplace will be provided for SPONSOR's employees during the performance of the contract; and

3. Each subcontractor hired by SPONSOR shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. SPONSOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with _____ _____, _____ certifies to SPONSOR that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and

4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

_____ Date

_____ Signature

Name: Lee Hearn

Title: Chairman

APPENDIX D
CERTIFICATION OF COMPLIANCES

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

I. PROCUREMENT REQUIREMENTS

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

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

II. STATE AUDIT REQUIREMENT

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

(a) Each unit of SPONSOR having a population in excess of 1,500 persons or expenditures of $550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of SPONSOR for each fiscal year of SPONSOR.

(b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.

(c) The governing authority of each local unit of government having expenditures of less than $550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.

(d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of SPONSOR. Those units of SPONSOR not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

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

_____ _____

Date Signature

Name: Lee Hearn

Title: Chairman

APPENDIX E
TITLE VI INTRODUCTION

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

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

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

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

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

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

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

TITLE VI ACKNOWLEDGEMENT FORM

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

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

_____ _____

Lee Hearn, Chairman Date

Citations:

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

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

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

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

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

1. Compliance with Regulations
   The SPONSOR shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination
   The SPONSOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SPONSOR shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment
   In all solicitations either by competitive bidding or negotiations made by the SPONSOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SPONSOR of the SPONSOR's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports
   The SPONSOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the SPONSOR shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance
   In the event of the SPONSOR's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. Withholding of payments to the SPONSOR under the contract until the SPONSOR complies; and/or b. Cancellation, termination, or suspension of the contact, in whole or in part.

6. Incorporation of Provisions
   The SPONSOR shall include the provisions of paragraphs (I) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

APPENDIX F

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

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

1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts ("GDA&A") for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;

2) has not enacted a "Sanctuary Policy" in violation of O.C.G.A. § 36-80-23(b); and,

3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

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

_____
Signature of Authorized Officer or Agent

Lee Hearn
Printed Name of Authorized Officer or Agent

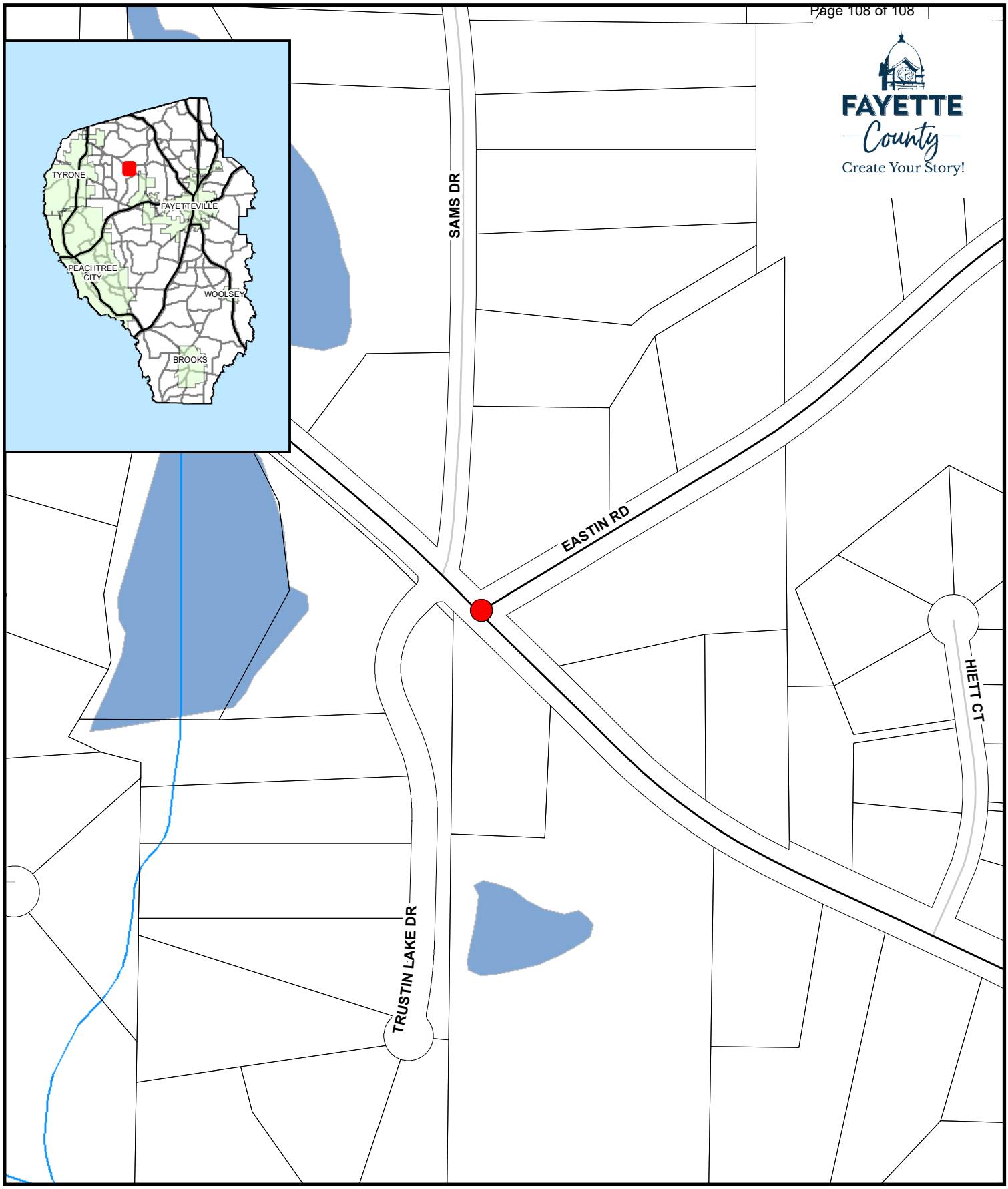
Chairman
Title of Authorized Officer or Agent

_____
Date

APPENDIX G

RESERVED

VICINITY MAP



Sandy Creek Road and
Eastin Road Roundabout

Project Location