

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

October 23, 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 Chairman Lee Hearn
Acceptance of Agenda

PROCLAMATION/RECOGNITION:

1. Recognition of the graduates of the inaugural Fayette County Citizen Workshop Series. (page 5)

PUBLIC HEARING:

2. Final Public Hearing for consideration of Resolution 2025-08 adopting the 2025 Property Tax Millage Rate. (pages 6-34)
3. Consideration of Petition No. 1367-25, Rekha Mehta and Madhu Patel, owners, & Scott Bodkin, agent, request to rezone 4.19 acres from A-R (Agricultural-Residential) to O-I (Office-Institutional); property located in Land Lot 58 of the 7th District and fronts on Highway 54 West. (pages 35-72)

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:

4. Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Heather Stewart, in the amount of \$2,882.62 for tax years 2022, 2023, and 2024. (pages 73-74)
5. Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Subharaj Nath, agent for De Lage Laden, in the amount of \$895.48 for tax year 2024. (pages 75-76)
6. Approval to award Contract #26046-S, Animal Shelter Phase II - Project Manager, to Morgan Mill Consulting LLC, in the not-to-exceed amount of \$80,000.00. (pages 77-79)

7. Acceptance of Sheriff Barry H. Babb's decision to accept two (2) vehicles from the City of Fayetteville Police Department. (page 80)
8. Approval of a grant award for the DUI Accountability Court from Governor's Office of Highway Safety in the amount of \$35,000. (pages 81-83)
9. Approval of the amendment and renewal of a contract between Fayette County and the Judicial Correction Services (JCS), LLC for probation supervision and rehabilitation services for Magistrate Court beginning January 1, 2026 and terminating December 31, 2026. (pages 84-96)
10. Approval of staff to acquire all fee simple right-of-way, easements, and appraisals for the proposed 2017 SPLOST; Stormwater Category II, Tier II Project 250 Greenfield Circle Culvert Replacement (24SAD). (pages 97-99)
11. Approval a Deed of Easement Agreement between Peachtree City, Georgia (1501 Georgian Park), LLC and Fayette County, Georgia for the purpose of acquiring easement area with an existing water line crossing the southeast corner of said property. (pages 100-108)
12. Approval to accept a Water Line Easement Agreement between QTS Fayetteville I, LLC and Fayette County, Georgia for the purpose of granting non-exclusive easement to Fayette County, Georgia. (pages 109-118)
13. Approval to award RFQ #26028-A to Signature Tennis Courts, Inc. in the amount of \$65,360.00 for Kenwood Park Court Resurfacing and to transfer \$29,227.00 from Parks Contingency to Tennis and Basketball Court Resurfacing budget 37260110 541210 256AH to fully fund the Court Resurfacing Project. (pages 119-123)
14. Approval of September 25, 2025 Board of Commissioners Meeting Minutes.(pages 124-128)

OLD BUSINESS:

NEW BUSINESS:

15. Consideration of a request from Jeff Lammes, developer of Eva Gardens, seeking authorization for the use of motorized cart travel on Matteo Way within the subdivision in accordance with Article III Motorized Carts of the Fayette County Code. (pages 129-131)
16. Consideration of an appeal, from the property owner, of the Environmental Management Department's denial of a watershed buffer/setback variance for 170 Laydon Avenue. (pages 132-251)
17. Request to have Fayette County Public Works perform paving and stormwater maintenance repair at Lake Kedron Park area in Peachtree City in the amount of \$187,096.70. (pages 252-256)
18. Request to award RFP #2605-P, Public Works Engineer of Record to LJA Engineering, Inc. for a contract beginning with issuance of the Notice to Proceed (NTP) and continuing through June 30, 2026, with provisions for two additional one-year renewal terms. (pages 257-261)
19. Request to approve Contract #1981-Q, Task Order #7 for a Not to Exceed (NTE) amount of \$460,201.65 to Practical Design Partners (PDP) for development of "Final Design Plans" and related deliverables for the SR 279 Realignment Project - GDOT PI 0017813 (17TAD). (pages 262-279)

20. Request for staff to submit a Competitive Funding Proposal of up to \$16,000,000 to Georgia Department of Transportation (GDOT) for the design, right-of-way, and construction of two intersection improvements on McDonough Road, with a proposal request of 80% funding (up to \$12,800,000 grant) and a 20% local match (up to \$3,200,000). (pages 280-285)
21. Request to award Bid #26045-B Hot-In-Place Asphalt Recycling to Gallagher Asphalt Co, Inc. in the amount of \$328,405.00. (pages 286-289)
22. Request to award Bid #26042-B Micro Surfacing to Asphalt Paving Systems, Inc. in the amount of \$899,475.00. (pages 290-293)
23. Consideration to accept Georgia Power's offer to purchase six permanent easements from Fayette County for construction of GA Power's Ashley Park - Creola 230 kV Transmission Line. (pages 294-344)
24. Consideration of Resolution 2025-09 to request that the Georgia General Assembly pass local legislation creating a new Board of Elections and Registration for Fayette County. (pages 345-361)
25. Consideration of Resolution 2025-10 to request that the Georgia General Assembly pass local legislation amending the compensation for the State Court Judge and Solicitor of Fayette County. (pages 362-369)
26. Consideration of the approval to present the following Resolution in a Legislative Package to the Georgia General Assembly for consideration at its upcoming session: (A) Resolution 2025-09; New Board of Elections and (B) Resolution 2025-10; State Court Judge and Solicitor Compensation. (page 370)

ADMINISTRATOR'S REPORTS:

A: Contract #2018-P: Public Works Engineer of Record; Task Order #64: Sandy Creek Rd at Ellison Rd – Concept Design (pages 371-377)

B: Contract #2018-P: Public Works Engineer of Record; Task Order #65: 328 1st Manassas Mile Stockpile (pages 378-384)

C: Contract #2378-S: Water System Engineer of Record; Task Order #26-02: Ground and Surface Water Landfill Monitoring (pg. 385)

D: Contract #2533-S: Motorola (Spillman) Annual Maintenance Kenwood Rd at Morning Creek Bridge (pages 386-387)

E: Contract #2563-B: On-Call Annual Contract for Water Distribution and Stormwater Infrastructure; Task Order #2: 10" Main (pg. 388)

F: Contract #26007-S: Stryker Maintenance Agreement (pages 389-391)

G: Contract #26037-S Radio Transcription and Coaching Software (page 392)

H: Contact #26037-S Radio Transcription and Coaching Software Notice to Proceed (pages 393-411)

ATTORNEY'S REPORTS:

COMMISSIONERS' REPORTS:

EXECUTIVE SESSION:

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>.

ADJOURNMENT:

COUNTY AGENDA REQUEST

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Department: Board of Commissioners

Presenter(s): Tameca P. Smith, County Clerk

Meeting Date: Thursday, October 23, 2025

Type of Request: Proclamation/Recognition #1

Wording for the Agenda:

Recognition of the graduates of the inaugural Fayette County Citizen Workshop Series.

Background/History/Details:

On September 9, citizens of unincorporated Fayette County attended the first Fayette County Citizen Workshop Series. Over six weeks, citizens got an inside look at how county government works, from finance and community planning to recreation, public safety, public works, elections, and more.

A total of 65 people showed interest and 35 were accepted into the program. The classes averaged about 25 participants each night.

Each session was designed to be interactive, informative, and engaging, giving citizens the chance to hear directly from county staff, ask questions, and discover the many services that shape our community. The six-week course had a mandatory four-week attendance requirement of during which citizens were able to tour the county jail, water system plant and public safety vehicles.

Each night citizens were greeted with dinner, ready to take in information on who we are, what we do and who we do it for. The Citizens of Fayette County.

What action are you seeking from the Board of Commissioners?

Recognition of the graduates of the inaugural Fayette County Citizen Workshop Series.

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 Not Applicable

Reviewed by Legal Yes

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

COUNTY AGENDA REQUEST

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Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Final Public Hearing for consideration of Resolution 2025-08 adopting the 2025 Property Tax Millage Rate.

Background/History/Details:

Each year, the Board of Commissioners sets millage rates for the purpose of levying property taxes. Staff is requesting the Board to adopt Resolution 2025-08 to establish the 2025 property tax millage rates.

The proposed 2025 millage rates are as follows:

General Fund's Maintenance and Operations - 3.763 mills, no change

Fire Services - 2.820 mills, decrease of 0.25 mills, or 8.14%

EMS Services - 1.000 mills, increase of 0.500 mills, or 100.00%

E-911 Services - 0.210 mills, no change

What action are you seeking from the Board of Commissioners?

Adoption of Resolution 2025-08 adopting the 2025 Property Tax Millage Rate.

If this item requires funding, please describe:

NA

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Three hearings are required for a tax increase (no rollback). Hearing #1 - October 16, 2025 at 10 AM; Hearing #2 - October 16, 2025 at 6 PM; Hearing #3 will be held on October 23, 2025 at 5 PM.

State of Georgia;
County of Fayette

**RESOLUTION LEVYING COUNTY TAX
FOR YEAR 2025
No. 2025 - 08**

Upon motion duly made and unanimously passed, it is hereby ordered by the Board of Commissioners of Fayette County, Georgia, duly convened this 23rd day of October 2025, that upon \$3,929,626,269 the value of all property taxable for County purposes in Fayette County, Georgia, as appears upon the digest thereof, and upon all other taxable property in unincorporated Fayette County, Georgia, there be levied and collected for County general maintenance and operations purposes as set forth in the Official Code of Georgia Annotated, Section 48-5-220, and as hereinafter amended and as otherwise authorized by law, a tax, ad valorem, for the year 2025, for all such purposes of \$3.763 per \$1,000.00 of assessed valuation, constituting a tax levy for County general maintenance and operations purposes of 3.763 mills.

Upon motion duly made and unanimously passed, it is hereby 23rd day of October 2025, that upon \$6,578,723,643 the value of all property taxable for County purposes in Fayette County, Georgia, as appears upon the digest thereof, and upon all other taxable property in incorporated Fayette County, Georgia, there be levied and collected for County general maintenance and operation purposes, as set forth in the Official Code of Georgia Annotated, Section 48-5-220, as hereinafter amended and as otherwise authorized by law, ad valorem, for the year 2025, at the aggregated rate for all such purposes to be levied as follows:

1. All property located within the City of Fayetteville will be assessed at \$3.763 per \$1000.00 of assessed valuation, constituting an ad valorem tax levy for County general maintenance and operations purposes in Fayetteville of 3.763 mills;
2. All property located within the City of Peachtree City will be assessed at \$3.763 per \$1000.00 of assessed valuation, constituting an ad valorem tax levy for County general maintenance and operations purposes in Peachtree City of 3.763 mills;
3. All property located within the Town of Tyrone will be assessed at \$3.763 per \$1000.00 of assessed valuation, constituting an ad valorem tax levy for County general maintenance and operations purposes in Tyrone of 3.763 mills;
4. All property located within the Town of Brooks will be assessed at \$3.763 per \$1000.00 of assessed valuation, constituting an ad valorem tax levy for County general maintenance and operations purposes in Brooks of 3.763 mills;
5. All property located within the Town of Woolsey will be assessed at \$3.763 per \$1000.00 of assessed valuation, constituting an ad valorem tax levy for County general maintenance and operations purposes in Woolsey of 3.763 mills.

In accordance with provisions within the Constitution of the State of Georgia and the Official Code of Georgia, Fayette County has created a special tax district for the purpose of providing Fire Protection Services to its citizens, said special tax district encompassing all of Fayette County with the exception of that portion of Fayette County which constitutes the City of Peachtree City and the City of Fayetteville. Upon \$4,683,929,117 the value of all property taxable within the Special Fire District, as appears on the digest thereof, there shall be levied and collected a tax of \$2.82 per \$1,000.00 of assessed valuation, constituting a total tax levy for the Special Fire Tax District of 2.82 mills.

In accordance with provisions within Constitution of the State of Georgia and the Official Code of Georgia, Fayette County has created a special tax district for the purpose of providing Emergency Medical Services to its citizens, said special tax district encompassing all of Fayette County with exception of that portion of Fayette County which constitutes the City of Peachtree City. Upon \$6,476,820,090 the value of all property taxable within the Special EMS Tax District, as appears upon the digest thereof, there shall be levied and collected a tax of \$1.000 per \$1,000.00 of assessed valuation, constituting a total tax levy for the Special EMS Tax District of 1.000 mills.

In accordance with provisions within the Constitution of the State of Georgia and the Official Code of Georgia, Fayette County has created a special tax district for the purpose of providing 911 Communication Services to its citizens, said tax district encompassing all of Fayette County. Upon \$10,508,349,912 the value of all property within the Special 911 Tax District, as appears upon the digest thereof, there shall be levied and collected a tax of \$0.210 per \$1,000.00 of assessed valuation, constituting a total tax levy of the Special 911 Tax District of 0.210 mills.

Upon recommendation of the Fayette County Board of Education, it is ordered that upon \$7,546,445,547 the value of all property taxable for educational purposes in Fayette County as appears upon the digest thereof, and upon all other property in Fayette County, both real and personal, there be levied a tax, ad valorem, for the year 2025, for educational purposes in the amount of \$19.60 per \$1,000.00 of the assessed valuation on the digest as aforesaid, constituting a total tax levy for educational purposes of 19.600 mills.

It is further ordered that upon \$9,016,452,223 the value of all taxable property in said County as appears upon the digest thereof, computed by deducting only the special homestead exemption for certain persons 65 years of age and over, and upon all other taxable property in said County, both real and personal, there be levied and collected a tax, ad valorem, for the year 2025, for the purpose of providing a sinking fund for retiring bonded indebtedness and discharging interest thereof, of the Fayette County School District, in the amount of \$0.000 per \$1,000.00 of assessed valuation, constituting a total tax levy of 0.000 mills.

It is hereby ordered by the Board of Commissioners of Fayette County, Georgia, this 23rd day of October 2025, that all taxes, as described and as levied by the adoption of this Resolution, shall be due and collected by the Tax Commissioner of Fayette County, by the close of the business day on January 15, 2026.

So, resolved this, the 23rd day of October 2025, by the

BOARD OF COMMISSIONERS
FAYETTE COUNTY, GEORGIA

Lee Hearn, Chairman

Attest:

Clerk/Deputy Clerk

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2025**COUNTY:** FAYETTE**TAXING JURISDICTION:** COUNTY FIRE**ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW**

DESCRIPTION	2024 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2025 DIGEST
REAL	4,694,544,607	333,382,006	51,152,672	5,079,079,285
PERSONAL	118,065,313		(5,244,597)	112,820,716
MOTOR VEHICLES	27,143,620		(2,644,200)	24,499,420
MOBILE HOMES	13,719,410		2,546,211	16,265,621
TIMBER -100%	0		0	0
HEAVY DUTY EQUIP	251,113		61,567	312,680
GROSS DIGEST	4,853,724,063	333,382,006	45,871,653	5,232,977,722
EXEMPTIONS	240,663,920	268,628,523	39,756,102	549,048,545
NET DIGEST	4,613,060,143	64,753,483	6,115,551	4,683,929,177
	(PYD)	(RVA)	(NAG)	(CYD)

2024 MILLAGE RATE: 3.070**2025 MILLAGE RATE:** 2.820**CALCULATION OF ROLLBACK RATE**

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2024 Net Digest	PYD	4,613,060,143	
Net Value Added-Reassessment of Existing Real Property	RVA	64,753,483	
Other Net Changes to Taxable Digest	NAG	6,115,551	
2025 Net Digest	CYD	4,683,929,177	(PYD+RVA+NAG)
2024 Millage Rate	PYM	3.070	PYM
Millage Equivalent of Reassessed Value Added	ME	0.042	(RVA/CYD) * PYM
Rollback Millage Rate for 2025	RR - ROLLBACK RATE	3.028	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2025 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)

Rollback Millage Rate	3.028
2025 Millage Rate	2.820
Percentage Tax Increase	-6.87%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2025 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2025 is 2.82.

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

☐ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2025 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

☒ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2025 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Sig _____
Responsible Party Title Date

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2025**COUNTY:** FAYETTE**TAXING JURISDICTION:** COUNTY EMS**ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW**

DESCRIPTION	2024 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2025 DIGEST
REAL	6,363,270,671	423,555,465	44,569,397	6,831,395,533
PERSONAL	220,664,788		30,194,453	250,859,241
MOTOR VEHICLES	32,500,670		(3,157,970)	29,342,700
MOBILE HOMES	13,719,410		2,546,211	16,265,621
TIMBER -100%	0		0	0
HEAVY DUTY EQUIP	360,477		128,917	489,394
GROSS DIGEST	6,630,516,016	423,555,465	74,281,008	7,128,352,489
EXEMPTIONS	287,275,475	320,932,239	43,324,685	651,532,399
NET DIGEST	6,343,240,541	102,623,226	30,956,323	6,476,820,090
	(PYD)	(RVA)	(NAG)	(CYD)

2024 MILLAGE RATE: 0.500**2025 MILLAGE RATE:** 1.000**CALCULATION OF ROLLBACK RATE**

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2024 Net Digest	PYD	6,343,240,541	
Net Value Added-Reassessment of Existing Real Property	RVA	102,623,226	
Other Net Changes to Taxable Digest	NAG	30,956,323	
2025 Net Digest	CYD	6,476,820,090	(PYD+RVA+NAG)
2024 Millage Rate	PYM	0.500	PYM
Millage Equivalent of Reassessed Value Added	ME	0.008	(RVA/CYD) * PYM
Rollback Millage Rate for 2025	RR - ROLLBACK RATE	0.492	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2025 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)

Rollback Millage Rate	0.492
2025 Millage Rate	1.000
Percentage Tax Increase	103.25%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors-----
Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner-----
Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2025 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2025 is 1.00.

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

X

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2025 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2025 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Signa-----
Responsible Party-----
Title-----
Date

COUNTY: FAYETTE	TAXING JURISDICTION: COUNTY E-911
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ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2024 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2025 DIGEST
REAL	9,937,094,700	674,897,635	62,475,563	10,674,467,898
PERSONAL	738,822,191		82,983,266	821,805,457
MOTOR VEHICLES	44,771,670		(3,747,260)	41,024,410
MOBILE HOMES	13,719,410		2,546,211	16,265,621
TIMBER -100%	0		0	0
HEAVY DUTY EQUIP	360,477		164,569	525,046
GROSS DIGEST	10,734,768,448	674,897,635	144,422,349	11,554,088,432
EXEMPTIONS	489,283,993	482,636,893	73,817,634	1,045,738,520
NET DIGEST	10,245,484,455	192,260,742	70,604,715	10,508,349,912
	(PYD)	(RVA)	(NAG)	(CYD)

2024 MILLAGE RATE: 0.210	2025 MILLAGE RATE: 0.210
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CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2024 Net Digest	PYD	10,245,484,455	
Net Value Added-Reassessment of Existing Real Property	RVA	192,260,742	
Other Net Changes to Taxable Digest	NAG	70,604,715	
2025 Net Digest	CYD	10,508,349,912	(PYD+RVA+NAG)
2024 Millage Rate	PYM	0.210	PYM
Millage Equivalent of Reassessed Value Added	ME	0.004	(RVA/CYD) * PYM
Rollback Millage Rate for 2025	RR - ROLLBACK RATE	0.206	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2025 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)	Rollback Millage Rate	0.206
	2025 Millage Rate	0.210
	Percentage Tax Increase	1.94%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2025 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2025 is 0.210.

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

X

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2025 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2025 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party Title Date

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2025

COUNTY: FAYETTE		TAXING JURISDICTION: COUNTY WIDE		
ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW				
DESCRIPTION	2024 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2025 DIGEST
REAL	9,937,094,700	674,897,635	62,475,563	10,674,467,898
PERSONAL	738,822,191		82,983,266	821,805,457
MOTOR VEHICLES	44,771,670		(3,747,260)	41,024,410
MOBILE HOMES	13,719,410		2,546,211	16,265,621
TIMBER -100%	0		0	0
HEAVY DUTY EQUIP	360,477		164,569	525,046
GROSS DIGEST	10,734,768,448	674,897,635	144,422,349	11,554,088,432
EXEMPTIONS	489,283,993	482,636,893	73,817,634	1,045,738,520
NET DIGEST	10,245,484,455	192,260,742	70,604,715	10,508,349,912
	(PYD)	(RVA)	(NAG)	(CYD)
2024 MILLAGE RATE: 3.763		2025 MILLAGE RATE: 3.763		
CALCULATION OF ROLLBACK RATE				
DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA	
2024 Net Digest	PYD	10,245,484,455		
Net Value Added-Reassessment of Existing Real Property	RVA	192,260,742		
Other Net Changes to Taxable Digest	NAG	70,604,715		
2025 Net Digest	CYD	10,508,349,912	(PYD+RVA+NAG)	
2024 Millage Rate	PYM	3.763	PYM	
Millage Equivalent of Reassessed Value Added	ME	0.069	(RVA/CYD) * PYM	
Rollback Millage Rate for 2025	RR - ROLLBACK RATE	3.694	PYM - ME	
CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES				
If the 2025 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)		Rollback Millage Rate	3.694	
		2025 Millage Rate	3.763	
		Percentage Tax Increase	1.87%	
CERTIFICATIONS				
I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.				
----- Chairman, Board of Tax Assessors		----- Date		
I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.				
----- Tax Collector or Tax Commissioner		----- Date		
I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2025 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2025 is 3.763.				
CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION				
☒	If the final millage rate set by the authority of the taxing jurisdiction for tax year 2025 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.			
☐	If the final millage rate set by the authority of the taxing jurisdiction for tax year 2025 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.			
Si	----- Responsible Party	----- Title	----- Date	

Please provide a copy of this form to your county's Clerk of Superior Court.

<http://www.dor.ga.gov>



COUNTY: FAYETTE

Submit original signed copy with digest submission

I hereby certify that the rates listed above are the official rates for the Districts indicated for Tax Year 2025

Chairman, Board of County Commissioners

FAYETTE COUNTY, GEORGIA

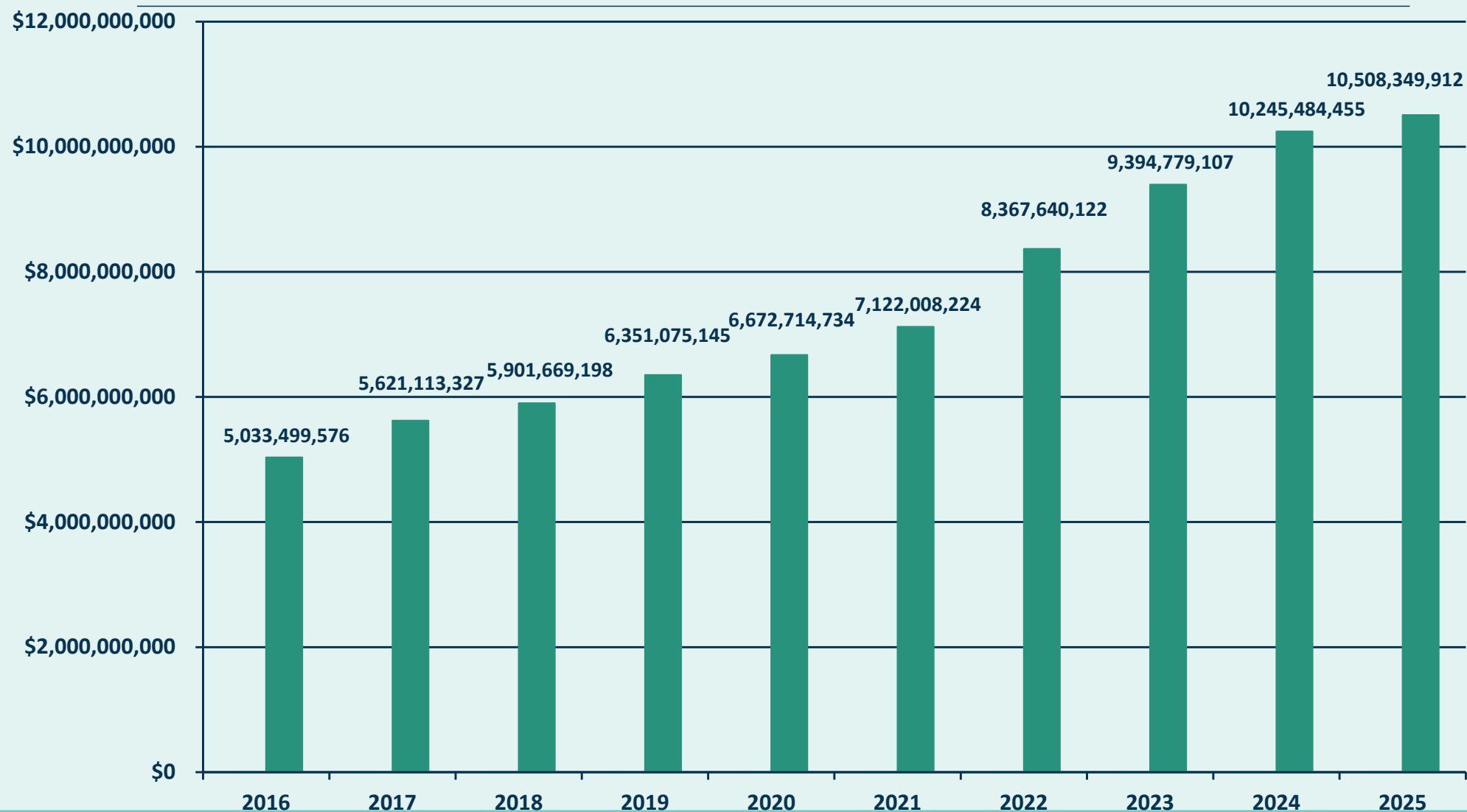
2025 Property Tax Digest / Millage Rates

OCTOBER 16, 2025

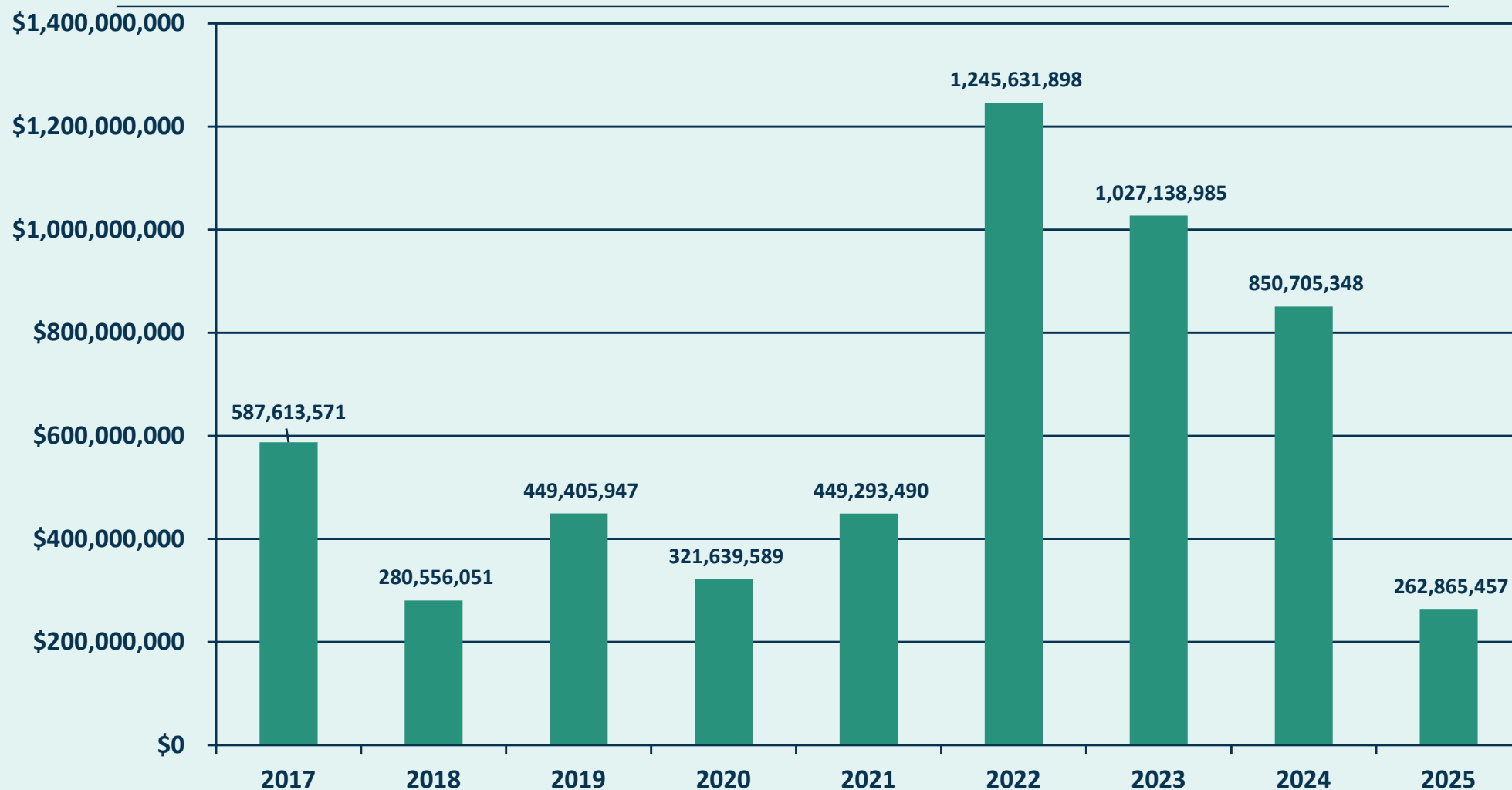
2025 Tax Digest Changes

2024 Digest			\$10,245,484,455	
Growth (Decrease) in Digest				
Real Property	\$62,475,563	0.63%		
Personal Property	\$82,983,266	11.23%		
Motor Vehicles	(\$3,747,260)	-8.37%		
Other	\$2,710,780	19.25%	\$144,422,349	1.41%
(Increase) Exemptions Growth			(\$73,817,634)	-15.09%
Growth Change			70,604,715	0.69% -56.79%
Reassessments				
Real Property			\$674,897,635	-6.59%
(Increase) in Exemptions Reassessments			(\$482,636,893)	
Reassessment Change			192,260,742	1.88%
Positive Change to Digest			262,865,457	2.57%
2025 Digest			<u>\$10,508,349,912</u>	

Change in Taxable Digest



Taxable Digest Variances



2025 PROPOSED Millage Rates

Description	Proposed 2025	Adopted 2024	Millage Rate Recapture (Decrease)	Percent Change
General Fund Maintenance & Operations	3.763	3.763	-0-	-0-
Fire Services	2.82	3.070	(0.250)	(8.143%)
Emergency Medical Services	1.000	0.500	0.500	100%
911 Services	0.210	0.210	-0-	-0-

2025 Fayette County Tax Bill

County Operations Proposed Rate vs. Rollback Rate

Proposed

Sample Property Tax Statements - Unincorporated

2025 Tax Millage Rates

Entity	FMV	Taxable Value	Homestead	Taxable Value	2025 Millage Rate	Tax Due	2024 Millage Rate / Rollback Rate	Tax Due	Annual Change in Tax Bill
COUNTY M&O	500,000	200,000	(5,000)	195,000	3.763	733.79	3.694	720.33	13.45
COUNTY BOE	500,000	200,000	(5,000)	195,000	19.600	3,822.00	19.600	3,822.00	-
COUNTY EMS	500,000	200,000	(5,000)	195,000	1.000	195.00	0.500	97.50	97.50
COUNTY 911	500,000	200,000	(5,000)	195,000	0.210	40.95	0.210	40.95	-
COUNTY FIRE	500,000	200,000	(5,000)	195,000	2.820	549.90	3.070	598.65	(48.75)
TOTAL					27.393	5,341.64	27.074	5,279.43	62.20

2025 Fayette County Tax Bill

County Operations Proposed Rate vs. Rollback Rate - Floating

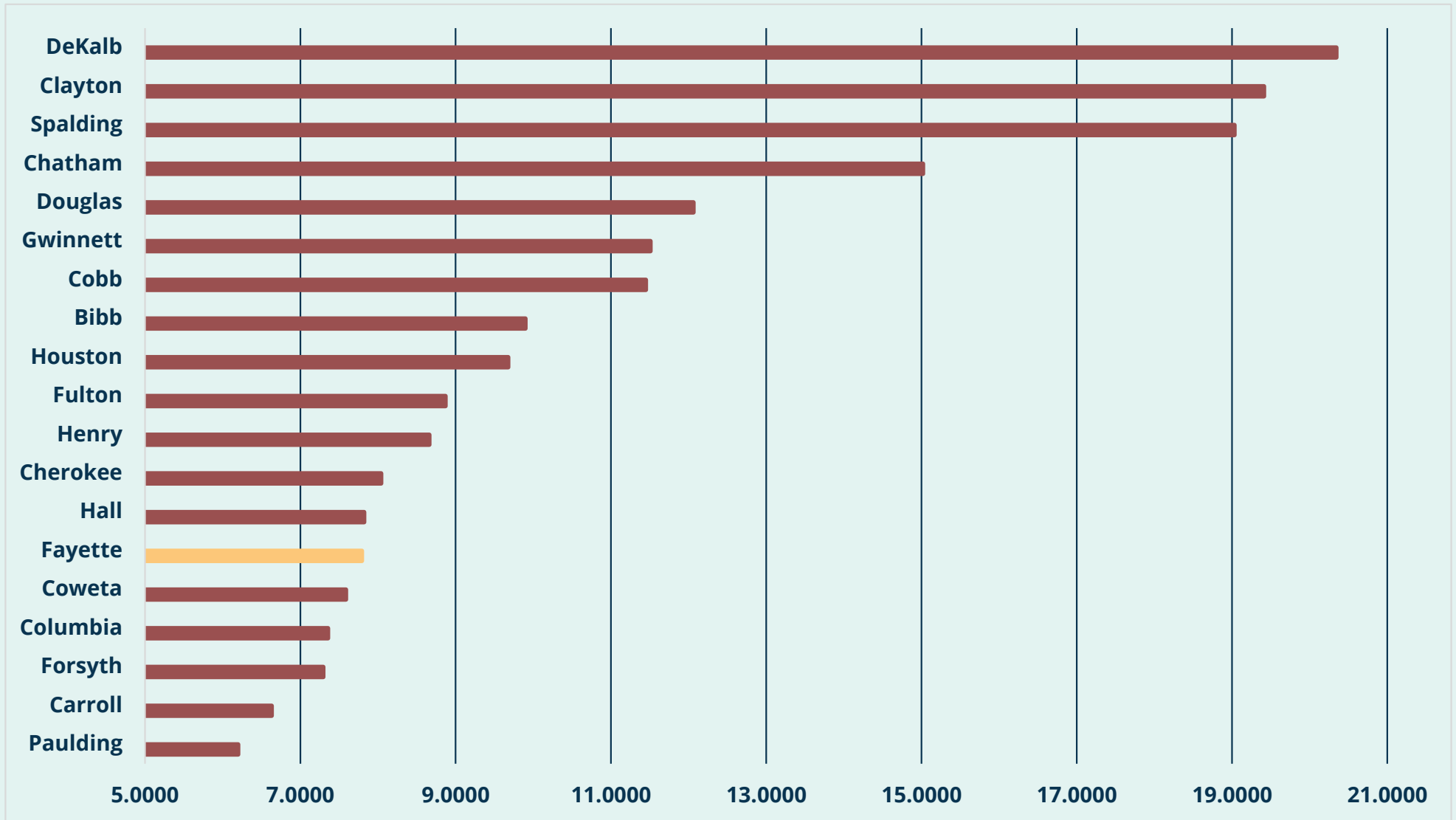
Proposed

Sample Property Tax Statements - Unincorporated

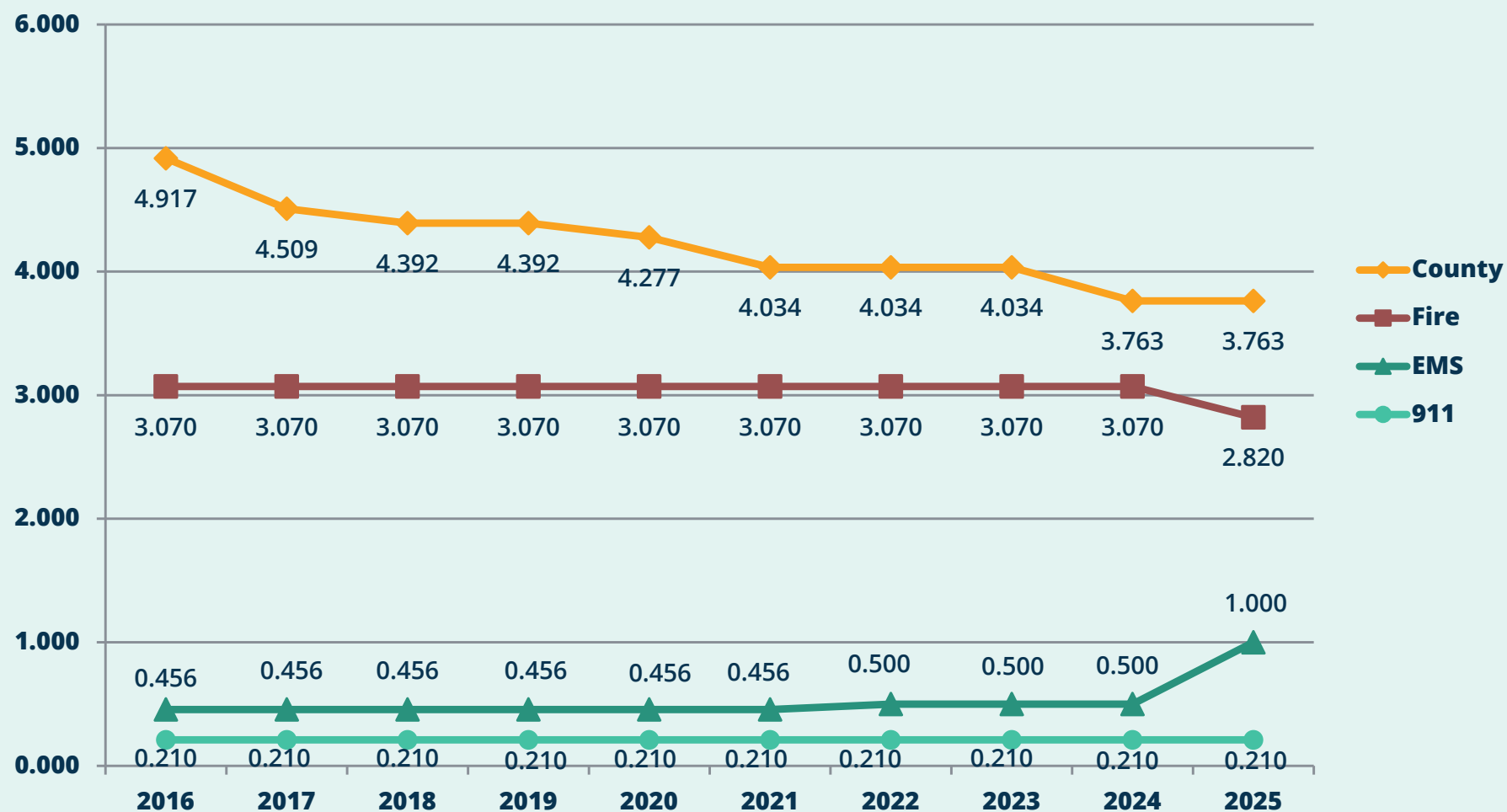
2025 Tax Millage Rates

Entity	FMV	Taxable Value	Homestead	Taxable Value	2025 Millage Rate	Tax Due	2024 Millage Rate / Rollback Rate	Tax Due	Annual Change in Tax Bill
COUNTY M&O	500,000	200,000	(18,084)	181,916	3.763	684.55	3.694	672.00	12.55
COUNTY BOE	500,000	200,000	(18,084)	181,916	19.600	3,565.55	19.600	3,565.55	-
COUNTY EMS	500,000	200,000	(18,084)	181,916	1.000	181.92	0.500	90.96	90.96
COUNTY 911	500,000	200,000	(18,084)	181,916	0.210	38.20	0.210	38.20	-
COUNTY FIRE	500,000	200,000	(18,084)	181,916	2.820	513.00	3.070	558.48	(45.48)
TOTAL					27.393	4,983.22	27.074	4,925.19	58.03

Millage Rates for Local Counties

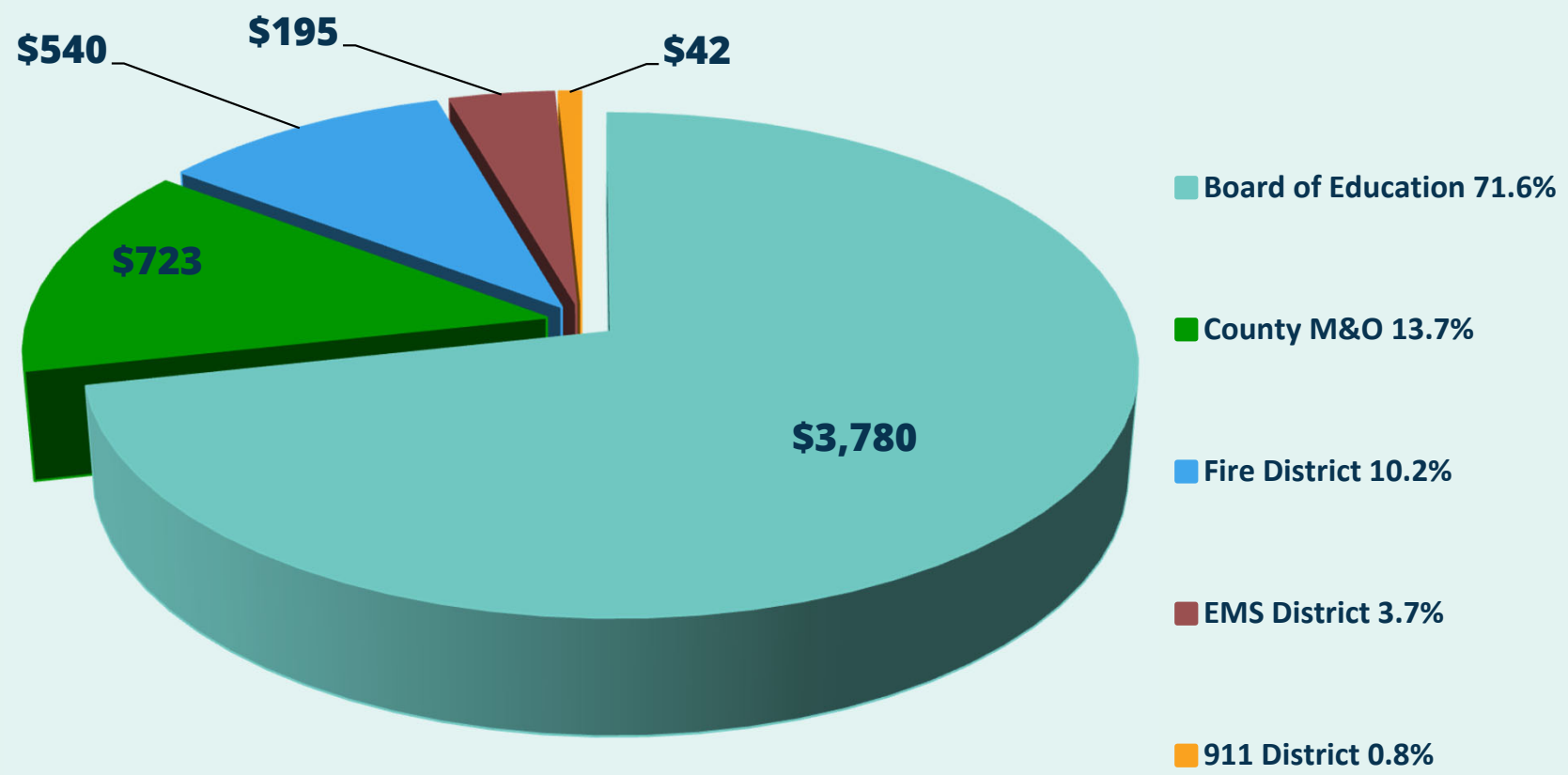


Property Tax Rates – General Fund, Fire, EMS, and 911 2016-2025



2025 Unincorporated Residential Property Tax Paid

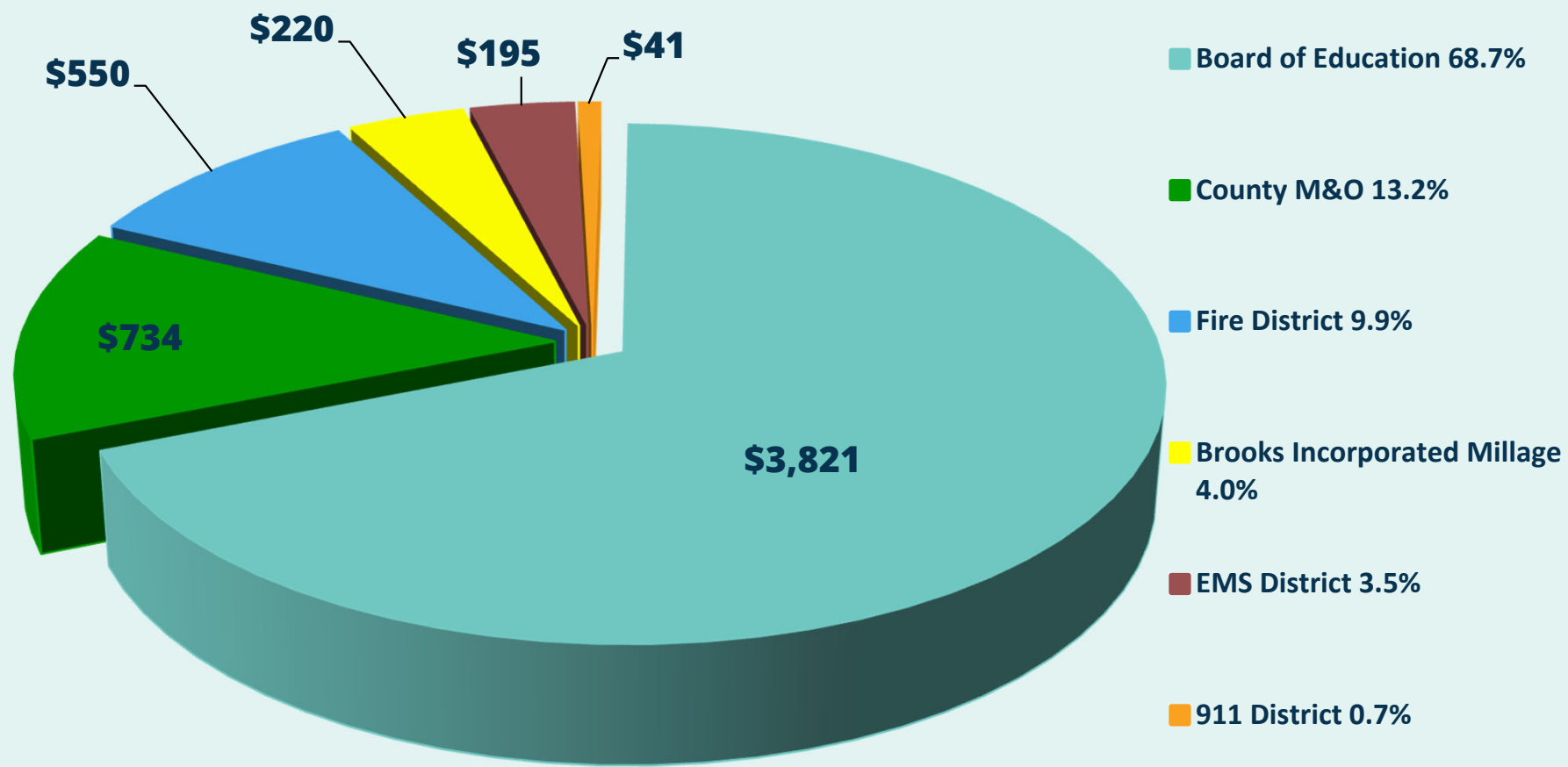
\$500,000 home value / \$5,280 tax bill



County M&O includes functions Sheriff, Courts, Public Works, Culture & Recreation, Community Development, and General Government

2025 Town of Brooks Residential Property Tax Paid

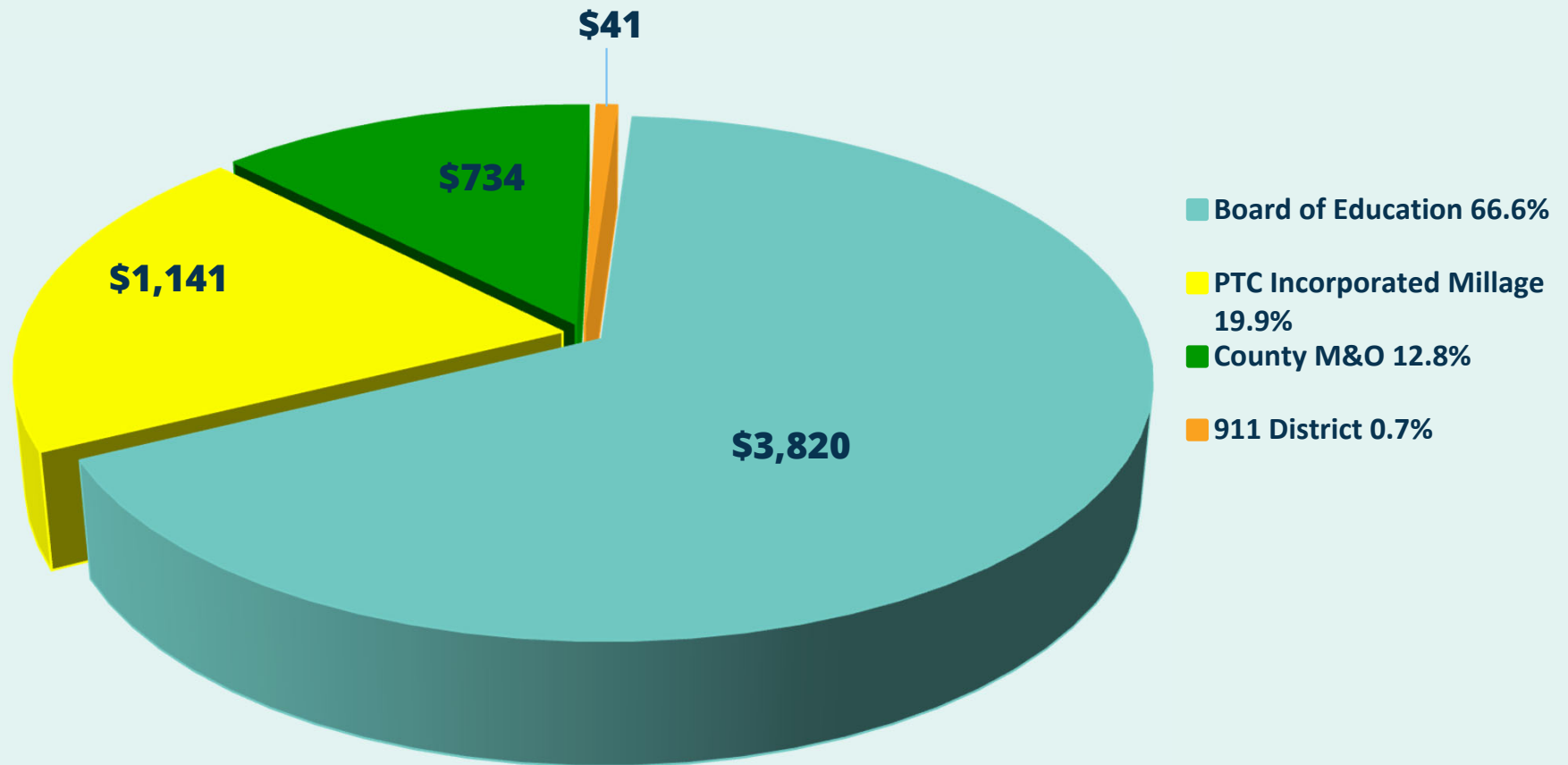
\$500,000 home value / \$5,561 tax bill



2025 Peachtree City Residential Property Tax Paid

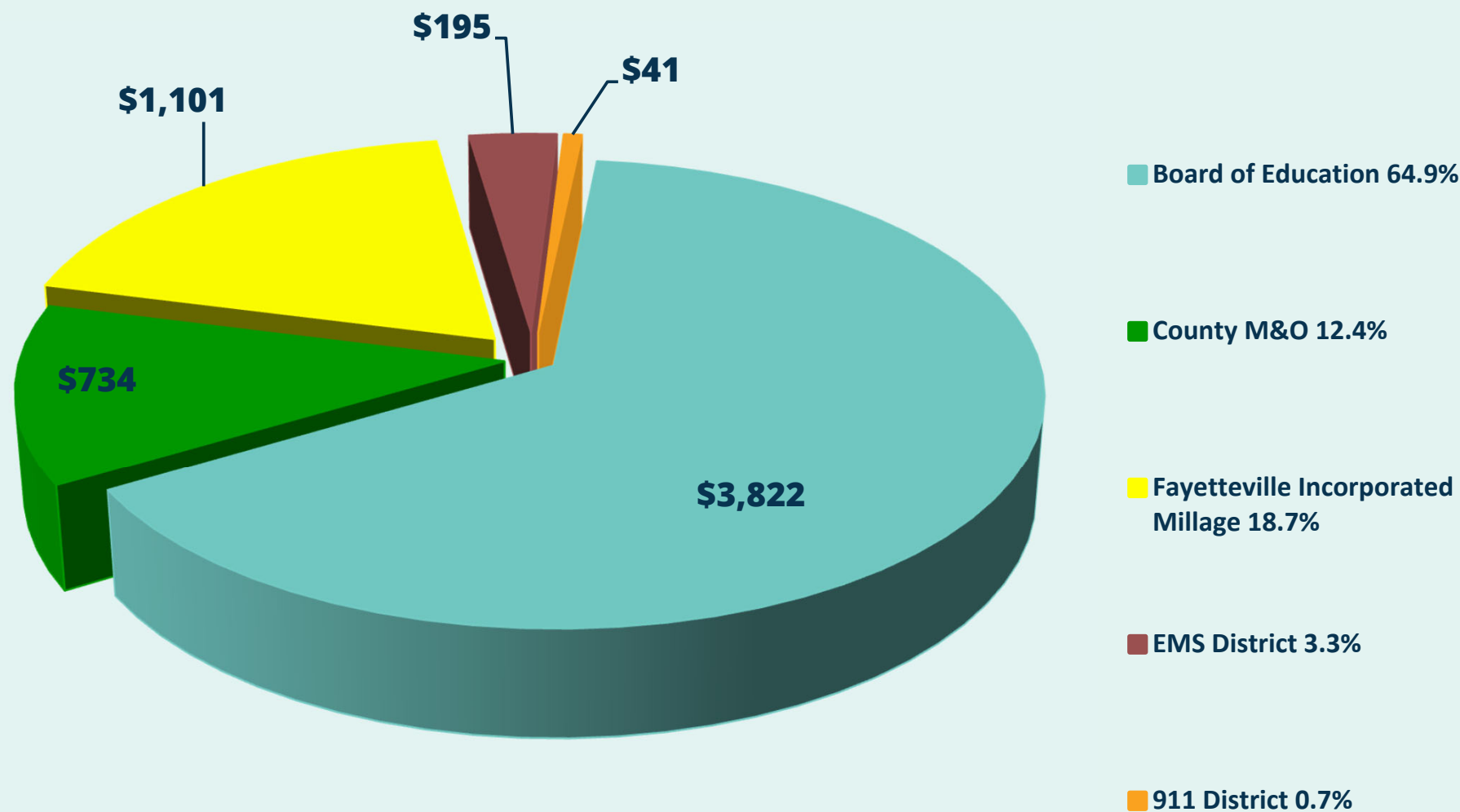
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\$500,000 home value / \$5,736 tax bill



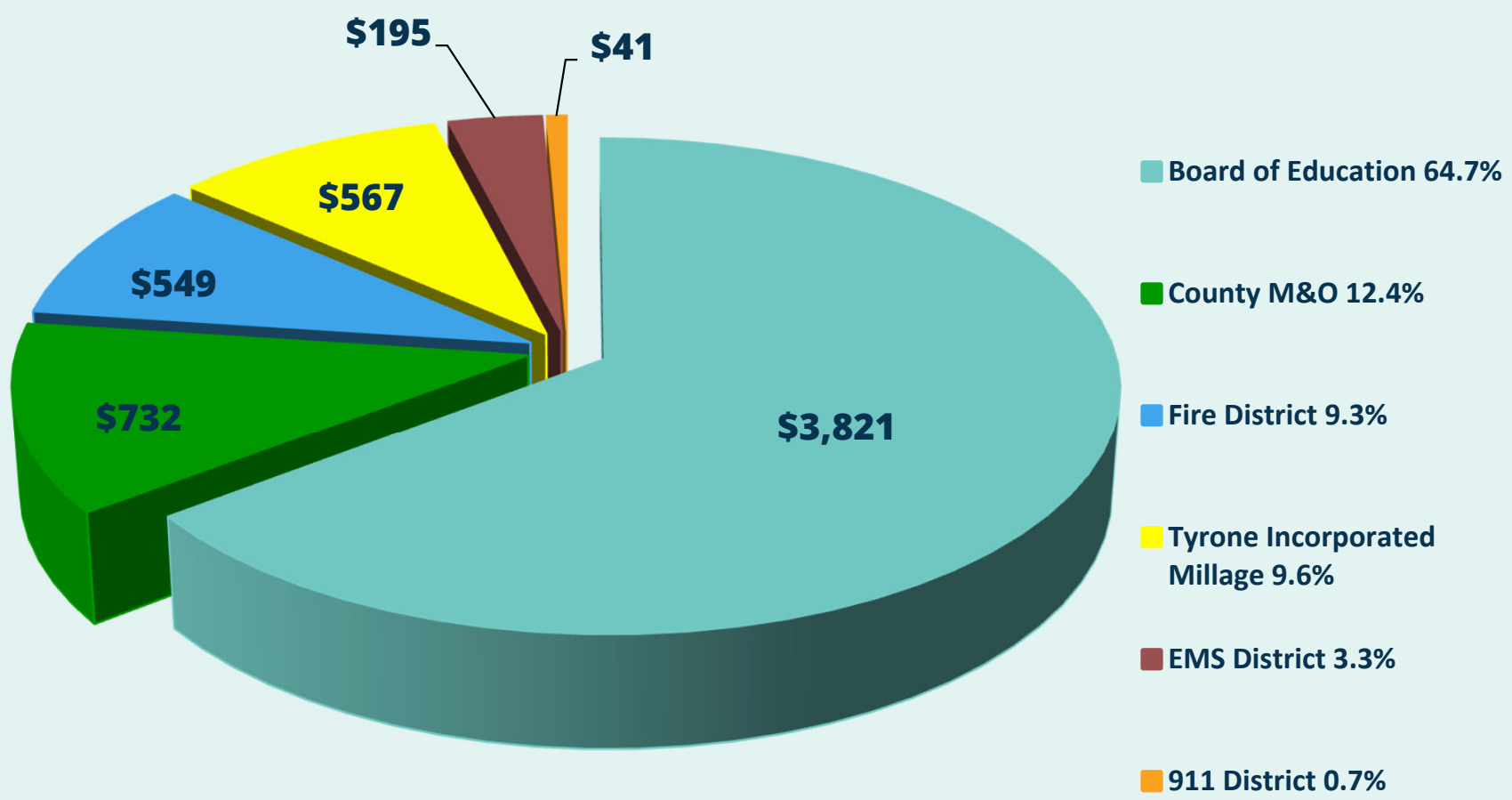
2025 City of Fayetteville Residential Property Tax Paid

\$500,000 home value / \$5,893 tax bill



2025 Town of Tyrone Residential Property Tax Paid

\$500,000 home value / \$5,905 tax bill



Based Upon \$500,000 Home Value Taxes Paid By Citizens



Millage Rate History Since 2014

Year	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Board of Education	20.000	20.000	19.750	19.500	19.500	19.250	19.150	19.334	19.150	19.250	19.600	19.600
Board of Education Bond	1.450	1.350	1.350	1.350	1.350	1.271	1.180	1.100	0.850	0.800	0.000	0.000
Brooks Millage	0.899	0.840	0.799	0.723	0.680	0.627	0.606	1.000	1.207	1.207	1.129	1.126
Fayetteville Millage	3.874	3.874	3.874	3.874	5.646	5.646	5.646	5.646	5.646	5.646	5.646	5.646
Peachtree City Millage	6.756	6.756	6.756	6.232	6.232	6.232	6.232	6.043	6.043	6.043	5.983	5.844
Peachtree City Bond	0.332	0.314	0.309	0.273	0.176	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Tyrone Millage	2.889	2.889	2.889	2.889	2.889	2.889	2.889	2.889	2.889	2.889	2.889	2.889
Unincorporated County	5.602	5.171	4.917	4.509	4.392	4.392	4.277	4.034	4.034	4.034	3.763	3.763

Denotes Tax Increase (No Rollback or Partial Rollback)

Financial Impact to General Fund Operations and Maintenance

Cumulative Effect of Rollback Since 2014

Cumulative \$121.9M

2014 = \$0.5M

2015 = \$2.6M

2016 = \$4.0M

2017 = \$6.8M

2018 = \$7.8M

2019 = \$8.4M

2020 = \$9.6M

2021 = \$11.9M

2022 = \$14.1M

2023 = \$15.8M

2024 = \$19.9M

2025 = \$20.5M

Financial Impact to General Fund Operations and Maintenance

Cumulative Effect of Rollback Since 2014

Tax Year	Fiscal Year	Millage Rate County Only	Cumulative
2013	FY2014	5.714	
2014	FY2015	5.602	(\$22)
2015	FY2016	5.171	(\$106)
2016	FY2017	4.917	(\$155)
2017	FY2018	4.509	(\$235)
2018	FY2019	4.392	(\$258)
2019	FY2020	4.392	(\$258)
2020	FY2021	4.277	(\$280)
2021	FY2022	4.034	(\$328)
2022	FY2023	4.034	(\$328)
2023	FY2024	4.034	(\$328)
2024	FY2025	3.763	(\$380)
2025	FY2026	3.763	(\$380)

\$500k home value

(\$3,058)

* Not Adjusted for Inflation

* Assumes same value each year

Millage Rate Public Hearings

- First Public Hearing, October 16, 10:00 a.m.
- Second Public Hearing, October 16, at 6:00 p.m.
- At the October 23, 2025 (5:00 p.m.) Public Hearing, staff requests BOC to adopt Resolution 2025-08 to levy the County property tax

NOTICE OF PUBLIC MEETING TO SET 2025 MILLAGE RATES

The Fayette County Board of Commissioners does hereby announce that the 2025 millage rate will be set at a meeting to be held in the Public Meeting Room at the Fayette County Administrative Complex at 140 West Stonewall Avenue in Fayetteville on October 16, 2025 at 10:00 a.m. & 6:00 p.m. and October 23, 2025 at 5:00 p.m. and pursuant to the requirements of O.C.G.A. Section 48-5-32 does hereby publish the following presentation of the current year's digest and levy, along with the history of the tax digest and levy for the past five years.

FAYETTE COUNTY 2025 TAX DIGEST AND 5 YEAR HISTORY OF LEVY

County Wide General Fund							
Maintenance & Operations		<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
REAL & PERSONAL		6,967,532,050	7,478,217,442	8,728,907,267	9,835,827,426	10,675,916,891	11,496,273,355
MOTOR VEHICLES		64,266,750	52,387,510	47,767,920	47,826,250	44,771,670	41,024,410
MOBILE HOMES		3,538,585	4,259,768	4,738,316	5,640,735	13,719,410	16,265,621
TIMBER - 100%		34,130	74,979	0	0	0	0
HEAVY DUTY EQUIPMENT		1,200,161	636,602	475,216	381,081	360,477	525,046
GROSS DIGEST		7,036,571,676	7,535,576,301	8,781,888,719	9,889,675,492	10,734,768,448	11,554,088,432
LESS: M&O EXEMPTIONS		363,856,942	413,568,077	414,248,597	494,896,385	489,283,993	1,045,738,520
NET M&O DIGEST		6,672,714,734	7,122,008,224	8,367,640,122	9,394,779,107	10,245,484,455	10,508,349,912
GROSS M&O MILLAGE		6.242	6.000	5.889	5.843	5.511	5.628
LESS: ROLLBACKS		1.965	1.966	1.855	1.809	1.748	1.865
NET M&O MILLAGE		4.277	4.034	4.034	4.034	3.763	3.763
NET TAXES LEVIED		28,539,200.92	28,730,181.18	33,755,060.25	37,898,538.92	38,553,758.00	39,542,920.72
NET TAX \$ INCREASE		645,278.88	190,980.26	5,024,879.07	4,143,478.67	655,219.08	989,162.72
NET TAX % INCREASE		2.31%	0.67%	17.49%	12.28%	1.73%	2.57%

COUNTY AGENDA REQUEST

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Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of Petition No. 1367-25, Rekha Mehta and Madhu Patel, owners, & Scott Bodkin, agent, request to rezone 4.19 acres from A-R (Agricultural-Residential) to O-I (Office-Institutional); property located in Land Lot 58 of the 7th District and fronts on Highway 54 West.

Background/History/Details:

Applicant proposes to rezone 4.19 acres from A-R (Agricultural-Residential) to O-I (Office-Institutional) for the purposes of future office development. As defined in the Fayette County Comprehensive Plan, O-I (Office-Institutional) is designated for this area, so the request for O-I zoning is appropriate.

On October 2, 2025, Planning Commission voted 5-0 to recommend APPROVAL of the request to rezone to O-I.

Staff recommends APPROVAL of the request to rezone from A-R to O-I.

What action are you seeking from the Board of Commissioners?

Approval of Petition No. 1367-25, Rekha Mehta and Madhu Patel, owners, & Scott Bodkin, agent, request to rezone 4.19 acres from A-R (Agricultural-Residential) to O-I (Office-Institutional); property located in Land Lot 58 of the 7th District and fronts on Highway 54 West.

If this item requires funding, please describe:

No funding is required for this request.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

PETITION NO: 1367-25

REQUESTED ACTION: Rezone from A-R to O-I, Office Institutional District

PARCEL NUMBER: 0713 003

PROPOSED USE: Office-Institutional Use

EXISTING USE: Vacant land, formerly single-family residential

LOCATION: 1746 Hwy 54 W

DISTRICT/LAND LOT(S): 7th District, Land Lot 58

ACREAGE: 4.19 acres

OWNER(S): Rekha Mehta and Madhu Patel

AGENT: Scott Bodkin

PLANNING COMMISSION PUBLIC HEARING: October 2, 2025

BOARD OF COMMISSIONERS PUBLIC HEARING: October 23, 2025

APPLICANT'S INTENT

Applicant proposes to rezone 4.19 acres from A-R (Agricultural-Residential) to O-I (Office-Institutional) for the purposes of future office development.

PLANNING COMMISSION RECOMMENDATION

On October , 2025, the Planning Commission voted 5-0 to recommend **APPROVAL** of Petition #1367-25, requesting to rezone from A-R to O-I.

STAFF RECOMMENDATION

As defined in the Fayette County Comprehensive Plan, Office-Institutional Use is designated for this area, so the request for O-I zoning is appropriate. Based on the Investigation and Staff Analysis, Planning & Zoning Staff recommends **APPROVAL** of the request for a zoning of O-I, Office-Institutional District.

INVESTIGATION

- A. GENERAL PROPERTY INFORMATION:** The property is a legal lot of record based on the ordinance criteria. This property is located in the SR 54 West Overlay Zone, Sec. 110-173(2).
- B. REZONING HISTORY:** There is no record of a prior rezoning.
- C. CURRENT DEVELOPMENT HISTORY:** The property is currently vacant land.
- B. SURROUNDING ZONING AND USES:** The subject property is bounded by the following adjacent zoning districts and uses:

Direction	Acreage	Zoning	Use	Comprehensive Plan
North (across SR 54)	10.00+; 8.0	R-40; A-R	Single-Family Residential; Church	Low Density Residential (1 Unit /1 acre) and Office
East	84	A-R	Single Family Residential	Low Density Residential (1 Unit /1 acre) and Office
South	10.00+	R-70	Single Family Residential	Low Density Residential (1 Unit /1 acre) and Office
West	2.4	O-I	Undeveloped	Low Density Residential (1 Unit /1 acre) and Office

C. COMPREHENSIVE PLAN

Future Land Use Plan: The subject property lies within an area designated for Low Density Residential and, by virtue of its location on the SR 54 West Corridor, it is also eligible for Office-Institutional uses. The Land Use Element of the Fayette County Comprehensive Plan specifies that the SR 54 West Overlay District may be considered for Office-Institutional and Residential Zoning Districts:

Nonresidential Recommendations: *The nonresidential intent of the SR 54 West Overlay District is to allow office and low intensity business uses. Outside of the commercial designation at Tyrone Road consideration for the Office-Institutional Zoning District may be given. It is recommended that a Special Development District be created for SR 54 West to allow and regulate expanded uses in the Office-Institutional zoning district only on SR 54 West. Conditions should be placed on property at the time of rezoning to address unique situations.*

This request **DOES CONFORM** to the Fayette County Comprehensive Plan.

D. ZONING/REGULATORY REVIEW

Access & Right-of Way: The property has existing access on SR 54 W; access will be under the jurisdiction of Georgia Department of Transportation (GDOT).

Site Plan: The applicant submitted a survey and a concept plan for the property.

E. DEPARTMENTAL COMMENTS

- ☐ **Water System** – No objections to the rezoning.
- ☐ **Public Works**
 - **Road Frontage Right of Way Dedication** – The parcel is limited to only GDOT access on SR 54 East.
 - **Traffic Data** -- The parcel fronts SR 54 which has an Annual Average Daily Volume of approximately 25,300 VPD as estimated by GDOT in February 2024 at a location 0.1 miles west of the site near the Ebenezer Road redlight. The use of the site as O-I should not have a significant increase in traffic volume on SR 54 or any local side streets.
 - **Sight Distance and access** -- GDOT will provide access/permits to SR 54 and sight distance requirements.
 - **GDOT Comments** – Planning and zoning has not received comments from Stanford Taylor at GDOT as of this report.
- ☐ **Environmental Management**
 - **Floodplain Management** -- The site **DOES NOT** contain floodplain per FEMA FIRM panel 13113CO083EE dated September 26, 2008. The parcel **DOES NOT** contain additional floodplain delineated in the Fayette County 2013 Dewberry Limited Flood study.
 - **Wetlands** -- The property **DOES NOT** contain wetlands per the U.S. Department of the Interior, Fish and Wildlife Service 1994 National Wetland Inventory Map.
 - **Watershed Protection** -- There **ARE NO** state waters located on the subject property per Fayette County GIS.
 - **Groundwater** -- The property **IS NOT** within a groundwater recharge area.
 - **Post Construction Stormwater Management** -- This development **WILL BE** subject to the Post-Development Stormwater Management Ordinance.
 - **Tree Protection and Landscaping**
This parcel **WILL BE** subject to the tree protection and Landscaping ordinances.
- ☐ **Environmental Health Department** – This office has no objection to the rezoning.
- ☐ **Fire** – No objections to the requested rezoning.
- ☐ **GDOT** – The developer shall obtain their access to the property from State Route 54. A permit from GDOT is required.

STANDARDS

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

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

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

STAFF ANALYSIS

1. The subject property lies within an area designated for Office-Institutional Uses. This request does conform to the Fayette County Comprehensive Plan in terms of the use.
2. The area around the subject property is an area that already has various office and residential zoning and uses. There are some residential uses to the south and east, but staff does not anticipate that an office use within this area will have an adverse impact on the adjacent parcels.
3. It is staff's opinion that the zoning proposal will not have an excessive or burdensome impact on streets, utilities, or schools.
4. The proposal is consistent in character and use with the surrounding uses as Office-Institutional.

ZONING DISTRICT STANDARDS**Sec. 110-142. O-I, Office-Institutional District.**

(a) *Description of district.* This district is composed of certain lands and structures having office and institutional uses which are compatible with or provide a transition into low-intensity land uses.

(b) *Permitted principal uses and structures.* The following permitted uses shall be allowed in the O-I zoning district:

- (1) Office;
- (2) Art gallery;
- (3) Bank and/or financial institution;
- (4) Banquet hall/event facility;
- (5) College and/or university, including classrooms and/or administration only;
- (6) Educational/instructional/tutorial facilities, including, but not limited to: academic, art, computer, dance, driving and/or DUI, martial arts, music, professional/business/trade, and similar facilities;
- (7) Health club and/or fitness center;
- (8) Hotel;
- (9) Insurance carrier, agent, and/or broker;
- (10) Laboratory, medical, and/or dental;
- (11) Legal services;
- (12) Massage therapy (see chapter 8);
- (13) Medical/dental office (human treatment);
- (14) Military recruiting office;
- (15) Museum;
- (16) Performing arts theater;
- (17) Private school, including classrooms and/or administration only;
- (18) Professional services, including, but not limited to: accounting; advertising and marketing research services; architectural firms; bookkeeping, tax preparation; brokerage firms; computer system software design; consulting services; engineering firms; internet and web hosting firms; payroll services; photographic services; research services; specialized design services; telemarketing; and translation and interpretation services; and
- (19) Real estate agent and/or broker.

(c) *Permitted principal uses and structures for office parks with at least 100,000 square feet of floor area.*

In an office park having at least 100,000 square feet of floor area, the following retail and service uses shall be permitted as long as collectively such uses comprise no more than ten percent of the total floor area, are located in a building in which office uses comprise at least 50 percent of the floor area and have no exterior advertising display:

- (1) Beauty shop and/or barbershop;
- (2) Blueprinting;
- (3) Cafeteria;
- (4) Commercial art and/or drafting service;
- (5) Day care facility;
- (6) Delivery and/or messenger service;
- (7) Drug store;

- (8) Florist;
- (9) Gift shop;
- (10) Photocopying and/or reproduction;
- (11) Restaurant (limited to five percent of total floor area of office park and included in overall ten percent limitation);
- (12) Stenographic and/or typing service;
- (13) Teleconferencing center; and
- (14) Travel agency and/or ticket office.

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

- (1) Adult day care facility;
- (2) Animal hospital and/or veterinary clinic (with no animal boarding or outdoor runs);
- (3) Care home, convalescent center, and/or nursing home;
- (4) Church and/or other place of worship;
- (5) College and/or university, including, but not limited to: classrooms, administration, housing, athletic fields, gymnasium, and stadium;
- (6) Child care facility;
- (7) Home occupation;
- (8) Hospital;
- (9) Non-emergency medical transport service;
- (10) Private school, including, but not limited to: classrooms, administration, playground, housing, athletic fields, gymnasium, and stadium;
- (11) Religious tent meeting; and
- (12) Single-family residence and residential accessory structures and/or uses (see article III of this chapter).
- (13) Drug abuse treatment facility.

(e) *Auxiliary conditional uses for an office building with a minimum of 10,000 square feet of floor area.* The following auxiliary permitted uses shall be allowed within the area with a land use designation of office as indicated on the county future land use plan map defined as that area north of SR 54 West, east of Tyrone Road, and west of Sandy Creek Road. This area shall also be known as the county community hospital district (hospital district). Such uses will support and shall be compatible with the county community hospital, the medical industry, and the development of the office and institutional uses planned for this area.

- (1) *Uses.* The following auxiliary conditional uses shall be allowed in the O-I zoning district:
 - a. Durable medical and rehabilitation equipment sales/rental (i.e., wheelchairs, crutches, etc.);
 - b. Pharmaceutical sales (for the purpose of filling prescriptions only);
 - c. Counter service restaurants, including but not limited to: a bakery, cafe, coffee shop, or deli. No drive-through, drive-in, or freestanding facilities shall be allowed;
 - d. Optical care center to include prescription eyeglass/contact lens sales;
 - e. Gift shop for the sale of items usually associated with a medical condition and/or hospital stay (i.e., get well cards, etc.); and
 - f. Floral sales.

(2) *Auxiliary conditional use limitations.*

a. These auxiliary conditional uses shall be allowed in an office building with a minimum of 10,000 square feet and such uses shall comprise no more than a total of 20 percent of the total floor area of the building and shall occupy space on the first floor of the building.

b. Multiple uses may be permitted concurrently, but may not exceed the 20 percent limitation.

(3) *Architectural requirements.*

a. Architecture shall conform to the existing hospital/medical office development. The architectural standards of the transportation corridor overlay zone shall not apply.

b. Elevation drawings shall be submitted as part of site plan approval.

(f) *Dimensional requirements.* The minimum dimensional requirements in the O-I zoning district shall be as follows:

(1) Lot area:

a. Where a central water distribution system is provided: 43,560 square feet (one acre).

b. Where central sanitary sewage and central water distribution systems are provided: 21,780 square feet (0.50 acre).

(2) Lot width: 125 feet.

(3) Outside storage shall not be permitted.

(4) Setbacks, yards adjoining rights-of-way:

a. Major thoroughfare:

1. Arterial: 75 feet.

2. Collector: 70 feet.

b. Minor thoroughfare: 55 feet.

(5) Setbacks, yards not adjoining rights-of-way:

a. Side yard: 15 feet.

b. Rear yard: 15 feet.

(6) Buffer: If the rear or side yard abuts a residential or A-R zoning district, a minimum buffer of 30 feet adjacent to such lot line shall be provided in addition to the required setback, and the setback shall be measured from the buffer. Additional buffer and setback requirements may be established as a condition of zoning approval.

(7) Height limit:

a. 40 feet as defined in article I of this chapter.

b. When a structure reaches a minimum height of four floors (including basements), it shall be sprinkled.

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

(9) Lot coverage limit, including structure and parking area: 60 percent of total lot area.

(g) *SR 74 North-East Side Special Development District.*

(1) The following will apply to the area identified in the county Comprehensive Plan, SR 74 North Overlay District on the east side of SR 74 North and designated as special development district and office on the county future land use plan map. The purpose of this special development district is to promote planned office development along the frontage of SR 74

North to a depth of approximately 800 feet to fulfill the stated goals for the future development of the corridor. The goals of the SR 74 North Overlay District are:

- a. To maintain the efficient traffic flow of SR 74 North as the county's main connection to Interstate 85;
- b. To enhance and maintain the aesthetic qualities of the corridor, as it is the gateway into the county; and
- c. To protect existing and future residential areas in the SR 74 North corridor.

(2) The assemblage of parcels will be necessary in some areas to meet the intent of the special development district. The minimum requirements for acreage and road frontage will necessitate large tracts of land to achieve a reduction in individual curb cuts, consistency and coordination in architectural scheme, and capacity to develop a required service road where applicable.

a. In a planned office development consisting of a minimum of ten acres and 600 feet of road frontage on SR 74 North, a maximum of 20 percent of the floor area of each individual building may consist of businesses providing support services for the larger development. Permitted support service uses include:

1. Restaurants (no drive-through, drive-in, or freestanding facilities shall be allowed);
2. Personal services, including, but not limited to: alterations; barber shop; beauty salon; clothing/costume rentals; electrolysis and/or hair removal; laundry drop-off/pick-up; locksmith; nail salon; photography studio; shoe repair; and tanning salon;
3. Convenience store (no gasoline sales);
4. Blueprinting, graphic, and/or copying service;
5. Office and/or computer sales and/or service; and
6. Cellular phone/communication device sales and/or service.

(h) State Route 54 West Special Development District.

(1) The following will apply to the area identified in the Comprehensive Plan as the SR 54 West Overlay District as specified in the Land Use Element and indicated on the future land use plan map. The purpose of this special development district is to expand uses in O-I on parcels of five acres or greater.

(2) On parcels zoned O-I with a minimum of five acres the following expanded business uses are allowed:

- a. Businesses that supply services, equipment and/or resources to the film industry;
- b. Call center;
- c. Cellular phone/communication device sales and/or service;
- d. Computer technology service, sales and/or repair;
- e. Medical equipment sales, rental and/or repair;
- f. Restaurant (no drive-through or drive-in);
- g. Television/radio broadcasting studio, movie/music/media productions or telecommunications;
- h. Server farm/data center; and
- i. Internal access self-storage facility.
 1. No direct exterior access to individual storage units shall be allowed; all individual storage unit access shall be internal and the maximum size of an individual storage unit shall be 600 square feet.

2. Vehicle loading/unloading bays shall only be located on the side or rear, and not facing SR 54. Vehicle loading/unloading bays on the side of the internal access self-storage facility shall require a canopy. Vehicle loading/unloading bays may also be internal to the structure or between two structures and a shed roof meeting the overlay pitch requirements may also be used in these instances.

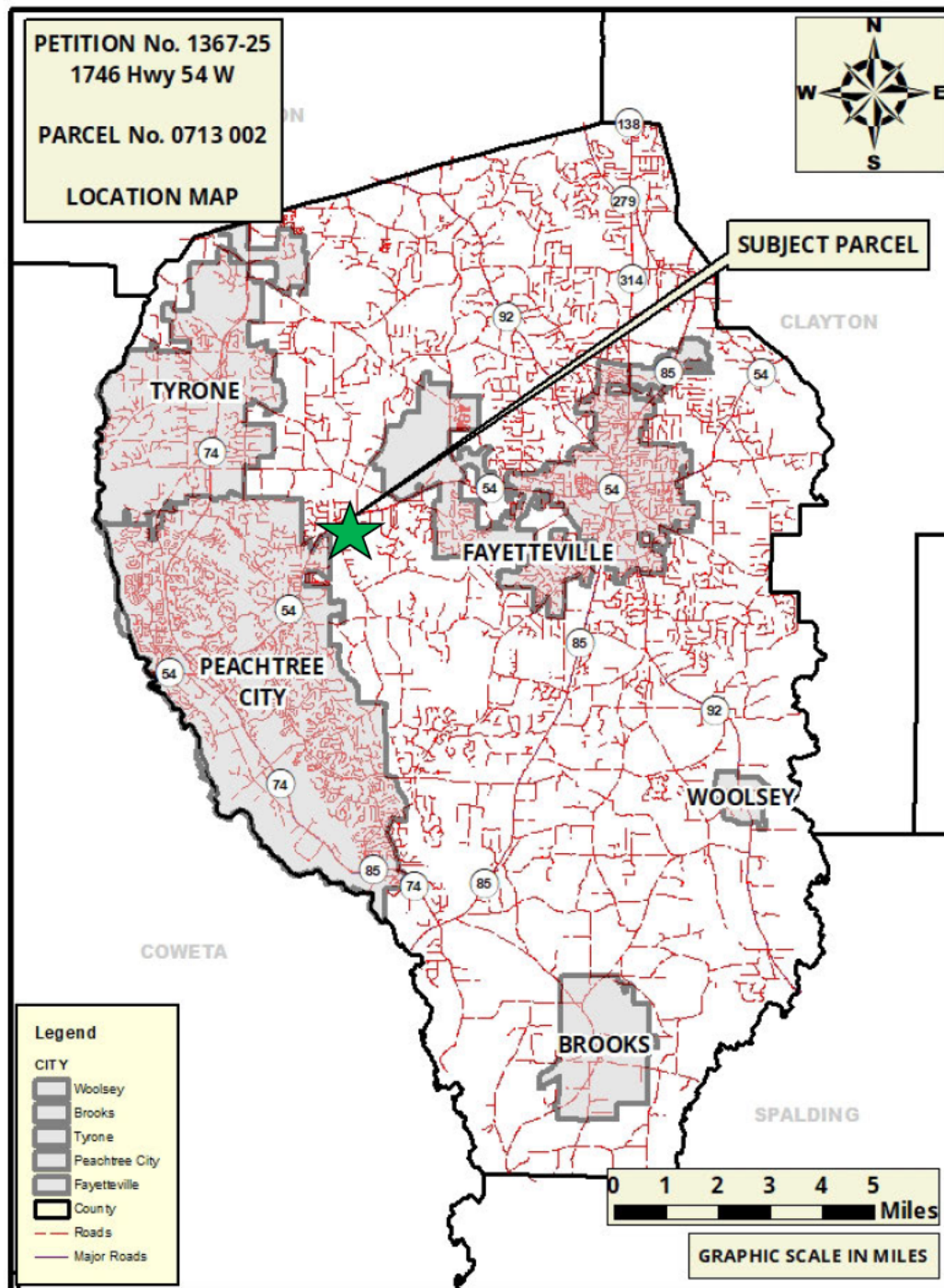
3. Office, business and building contractor space with associated inside storage shall constitute a minimum of ten percent of the total building footprint area proposed for the internal access self-storage structure(s) excluding the footprint of a separate vehicle, recreational vehicle, boat, and/or trailer storage structure. This building contractor use shall only be allowed in conjunction with an internal access self-storage facility. The office, business and building contractor space may be located within the footprint of the internal access self-storage structure or an equivalent amount of office, business and building contractor space may be located outside of the footprint in an attached portion of the structure.

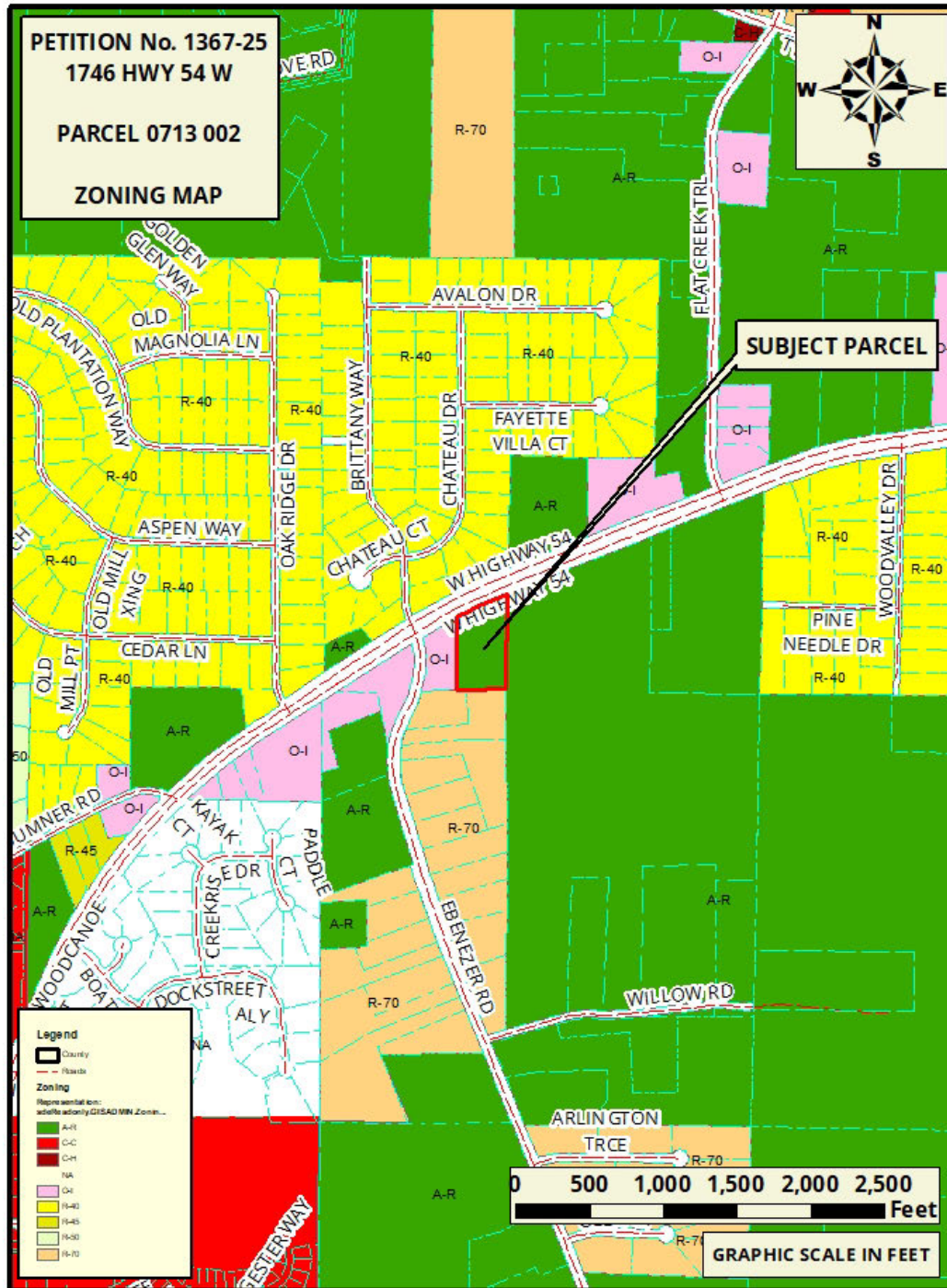
4. No outside storage of materials or equipment shall be allowed.

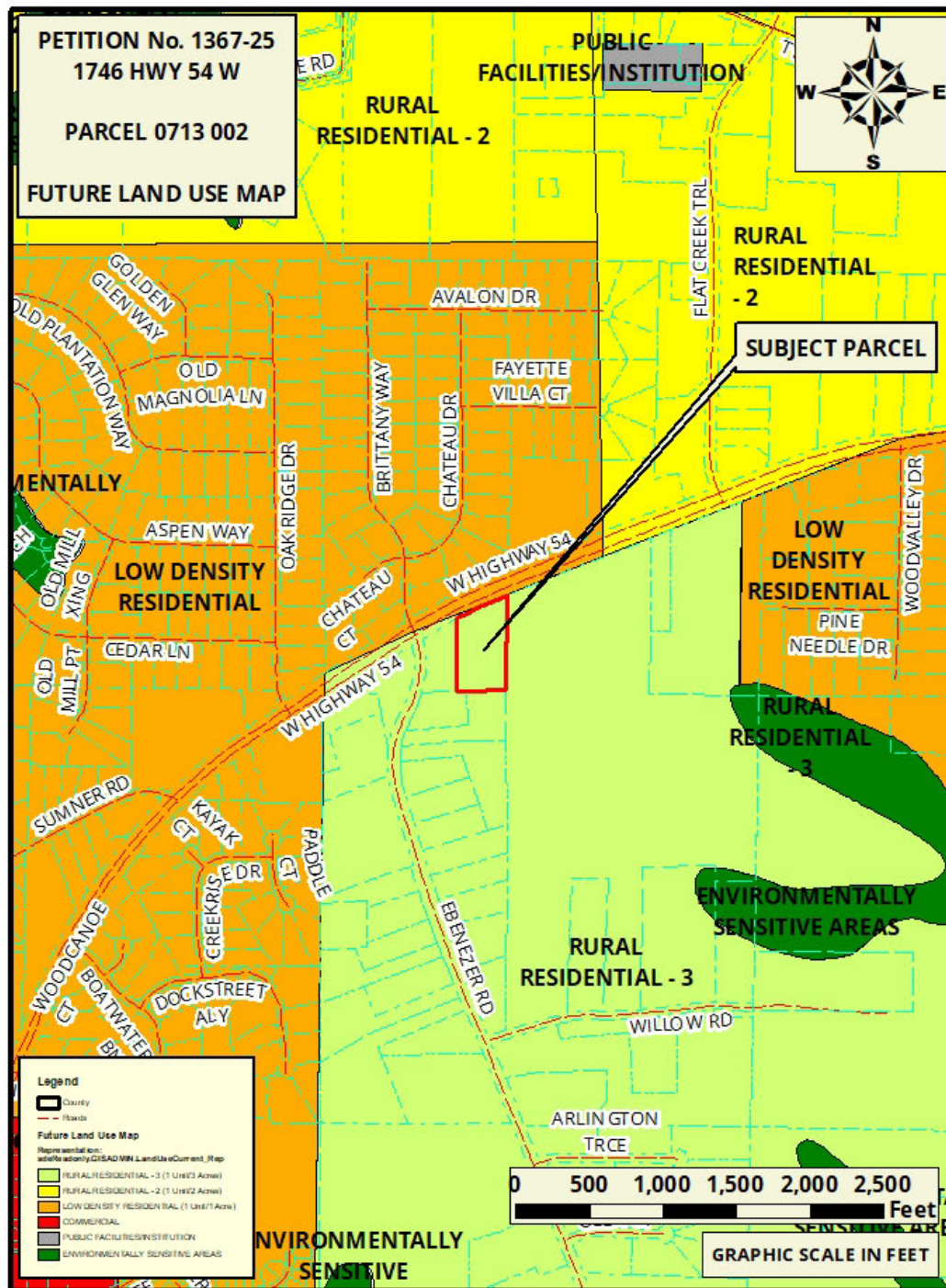
5. A vehicle, recreational vehicle, boat, and/or trailer storage structure shall be fully enclosed and be to the rear of the principal internal access self-storage facility structure. This use shall only be allowed in conjunction with an internal access self-storage facility. Said structure shall only be used for vehicle, recreational vehicle, boat and/or trailer storage and individual vehicle, recreational vehicle, boat and/or trailer storage units may be externally accessed.

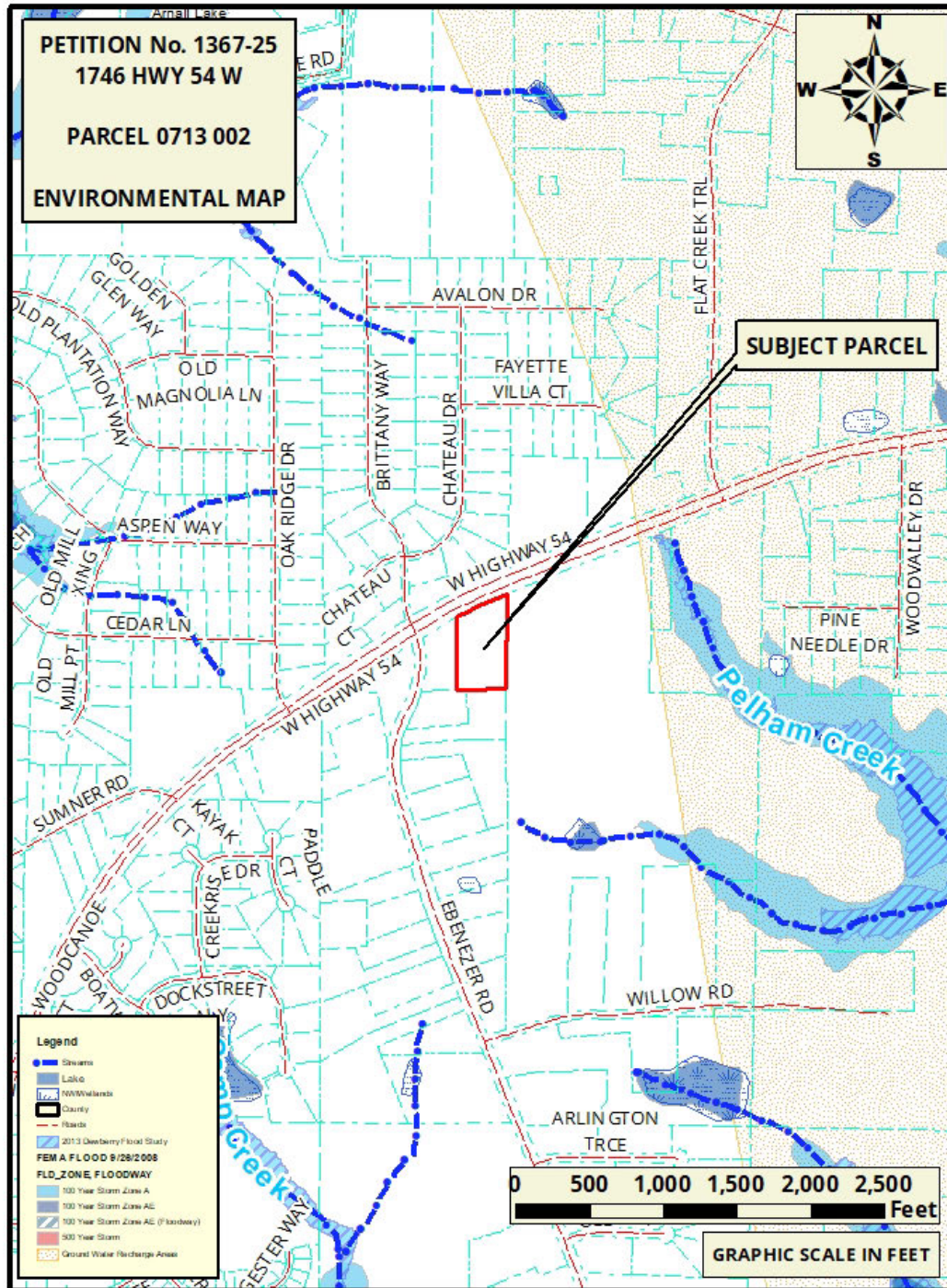
(3) If the side and/or rear yards abut a residential or A-R zoning district, the setbacks shall be increased five feet for every one foot of total building height over 40 feet.

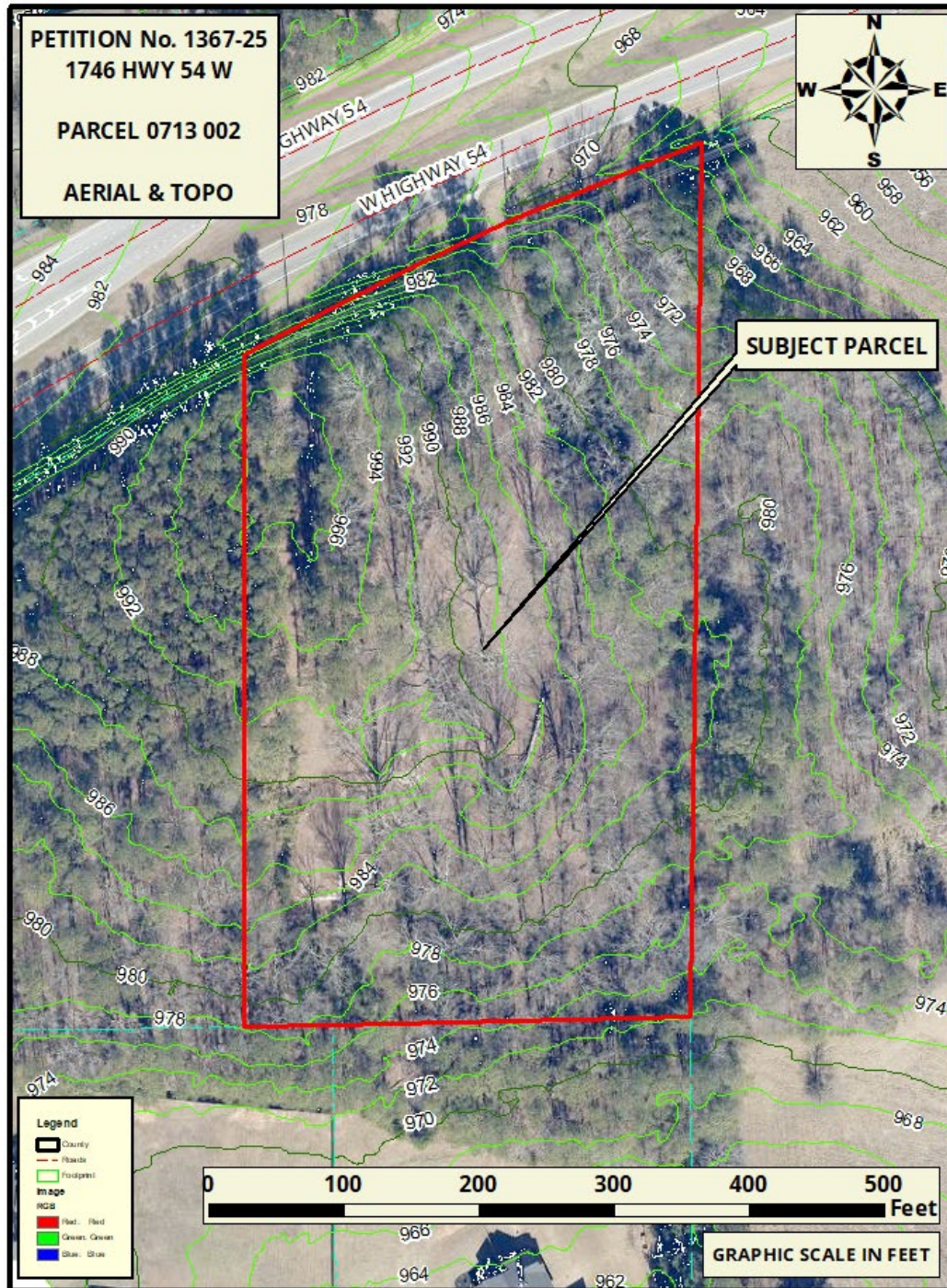
(4) Mixed residential/office use. Based on the Mixed Residential/Office Use Recommendations in the Land Use Element of the Fayette County Comprehensive Plan, where large tracts are proposed with a mix of residential and office development along SR 54, it is required at the time of rezoning for O-I and residential zoning that the concept plan depict how the entire property will be developed indicating the division between office and residential zoning districts with associated legal descriptions required for rezoning, the SR 54 entrance, and internal connecting road network.











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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
October 2, 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 October 2, 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.*
3. Approval of Agenda. *John H. Culbreth, Sr., made a motion to approve the agenda. Danny England seconded the motion. The motion carried 5-0.*
4. Consideration of the Minutes of the meeting held on September 4, 2025. *John H. Culbreth, Sr., made a motion to approve the minutes of the meeting held on September 4, 2025. Danny England seconded the motion. The motion carried 5-0.*
5. Plats
 - a. Minor Final Plat of Goodman Acres. *Danny England made a motion to approve the Minor Final Plat of Goodman Acres. John Culbret, Sr., seconded the motion. The motion passed 5-0.*

PUBLIC HEARING

6. Consideration of Petition 1367-25 Applicants are requesting to rezone 4.19 acres from A-R Agricultural-Residential (Single-Family) to O-I, Office-Institutional District, for the purposes of future office development. Property is located in Land Lot 58 of the 7th District and fronts Highway 54 West. *John Culbreth, Sr., made the motion to recommend APPROVAL of Petition 1367-25. Danny England seconded the motion. The motion passed 5-0.*

Meeting Minutes 10/02/2025

THE FAYETTE COUNTY PLANNING COMMISSION met on October 2nd, 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.*
3. Approval of Agenda. *John H. Culbreth, Sr., made a motion to approve the agenda. Danny England seconded the motion. The motion carried 5-0.*
4. Consideration of the Minutes of the meeting held on September 4, 2025. *John H. Culbreth, Sr., made a motion to approve the minutes of the meeting held on September 4, 2025. Danny England seconded the motion. The motion carried 5-0.*

5. Plats

Ms. Debbie Bell confirmed the plat was reviewed and approved by staff.

- a. Minor Final Plat of Goodman Acres. *Danny England made a motion to approve the Minor Final Plat of Goodman Acres. John Culbret, Sr., seconded the motion. The motion passed 5-0.*

PUBLIC HEARING

1. **Consideration of Petition 1367-25.** Rehka Mehta and Madhu Patel, Owner(s). Applicants are requesting to rezone 4.19 acres from A-R Agricultural-Residential (Single-Family) to O-I, Office-Institutional District, for the purposes of future office development. Property is located in Land Lot 58 of the 7th District and fronts Highway 54 West.

Ms. Debbie Bell read the description above and mentioned the comprehensive plan shows suitability for zoning O-I, Office Institutional, for that area, and staff recommend approval for that type of use. She added that there is no record of a prior rezoning, it's a vacant lot, and when the property is developed, it will need GDOT approval for access into state route 54 with no objections on their end.

Chairman John Kruzan asked if the petitioner was present.?

Ms. Allison Tringale and Mr. Brian Kegan stated they want to build a twenty four square foot facility dedicated to health span and advances in medical technology and longevity. Health span has four components: movement, recovery, nutrition, and lifestyle. They commented that they are Fayette County residents, running a nonprofit that absorbs the cost by helping kids who can't afford to play sports, and would like to help the community to helping wellness.

Commissioner Jim Oliver asked if this facility would be a new building.?

Ms. Tringale responded it will be a new building with twenty four square feet.

Commissioner John Culbreth, Sr., asked for more clarification on the project.

Ms. Tringale responded that one of the components of health span is movement; they will develop a gym, a recovery lab, and a nutrition education and other lifestyle to health and wellness.

Mr. Kegan added that sleep, stress management, and he mentioned, would like to make that accessible to everyone. They have done a lot of research over the last four years, and there is a desire for this project.

Commissioner Boris Thomas asked if they would be using a lot of different types of doctors.

Ms. Tringale responded that they would have a space dedicated where they could bring different types of professionals.

Commissioner Culbreth asked how would you attract the members/customers?

Mr. Kegan responded by having the nonprofit meet a lot of people who are interested in the project. They work with social media influencers who can help put up our content once they start building, including raising awareness for it.

Chairman Kruzan asked the audience if there was anyone else in support of the petition.? No one responded. He asked if anyone was in opposition.?

Ms. Kimberly Walton wasn't opposed to the petition; she just wanted to know the price of membership and how accessible it would be to the community.

Commissioner Danny England responded that there were great questions, but they don't have anything to do with zoning, and they have to decide if it will get rezoned first. Mr. England invited the citizen to have a conversation with the petitioners after the meeting was complete.

Chairman Kruzan asked if there was anyone else in opposition to the petition. With no response, he brought the item back to the board if they had any more questions or comments.

John Culbreth, Sr., made the motion to recommend APPROVAL of Petition 1367-25. Danny England seconded the motion. The motion passed 5-0.

Jim Oliver moved to adjourn the October 2, 2025, Planning Commission meeting. John Culbreth Sr. seconded. The motion passed 5-0.

The meeting adjourned at 7:20 pm

ATTEST:

**PLANNING COMMISSION
OF
FAYETTE COUNTY**

JOHN KRUZAN, CHAIRMAN

**DEBORAH BELL
DIRECTOR, PLANNING & ZONING**

PETITION No (s): 1367-25
STAFF USE ONLY

SAGES REFERENCE No.: _____

APPLICANT INFORMATION

Name Alison Tringale
 Address 302 Gulf Aire Dr
 City Port St. Joe
 State FL Zip 32456
 Email [REDACTED]
 Phone 678-634-3207

PROPERTY OWNER INFORMATION

Name Rekha Mehta / Madhu Patel
 Address 7078 Blue Sky Dr
 City Locust Grove
 State GA Zip 30248
 Email [REDACTED]
 Phone _____

AGENT(S) (If applicable)

Name Scott Bodkin
 Address 315 Castlewood Road
 City Tyrone
 State GA Zip 30290
 Email scott@wsbsurveying.com
 Phone 770-312-5500

Name _____
 Address _____
 City _____
 State _____ Zip _____
 Email _____
 Phone _____

(THIS AREA TO BE COMPLETED BY STAFF)

[] Application Insufficient due to lack of:

Staff: _____ Date: _____

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

Staff: Maria Binns Date: 08/11/2025

DATE OF PLANNING COMMISSION HEARING: OCTOBER 2, 2025

DATE OF COUNTY COMMISSIONERS HEARING: OCTOBER 23, 2025

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

Date Paid: 08/11/25 Receipt Number: 024869

PETITION No.: 136725 **Fees Due:** 250.00 **Sign Deposit Due:** 20.00
STAFF USE ONLY

PROPERTY INFORMATION (please provide information for each parcel)

Parcel # (Tax ID): 0713 002 Acreage: 4.19 acres
 Land District(s): 7 Land Lot(s): 58
 Road Name/Frontage L.F.: GA Hwy. 54/ 351.5 L.F. Road Classification: Arterial
 Existing Use: Vacant Proposed Use: Wellness Center
 Structure(s): 1 Type: Metal Size in SF: 20,000
 Existing Zoning: A-R Proposed Zoning: O-I
 Existing Land Use: Rural Residential Proposed Land Use: OFFICE INSTITUTIONAL
 Water Availability: yes Distance to Water Line: 9 ft Distance to Hydrant: 5 ft

PETITION No.: _____ **Fees Due:** _____ **Sign Deposit Due:** _____
STAFF USE ONLY

PROPERTY INFORMATION (please provide information for each parcel)

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

PETITION No.: _____ **Fees Due:** _____ **Sign Deposit Due:** _____
STAFF USE ONLY

PROPERTY INFORMATION (please provide information for each parcel)

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

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

Name(s) of All Property Owners of Record found on the latest recorded deed for the subject property:
Rekha Mehta and Madhu Patel

(Please Print)

Property Tax Identification Number(s) of Subject Property: 0713 002

(I am) (we are) the sole owner(s) of the above-referenced property requested to be rezoned. Subject property is located in Land Lot(s) 58 of the 7th District, and (if applicable to more than one land district) Land Lot(s) _____ of the _____ District, and said property consists of a total of 4.19 acres (legal description corresponding to most recent recorded plat for the subject property is attached herewith).

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

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

(II) Rekha Mehta
 Signature of Property Owner 1
7028 Blue Sky Dr, Locust Grove
 Address GA 30248

Signature of Notary Public

ANAND A MEHTA
 NOTARY PUBLIC
 Henry County
 State of Georgia
 My Comm. Expires Sept. 3, 2027

Date 8-22-2025

Signature of Property Owner 2
354 Vinca Circle, Kennesaw
 Address GA 30144

Signature of Notary Public

ANAND A MEHTA
 NOTARY PUBLIC
 Henry County
 State of Georgia
 My Comm. Expires Sept. 3, 2027

Date 8-22-2025

Signature of Property Owner 3

Signature of Notary Public

Address

Date

Signature of Authorized Agent

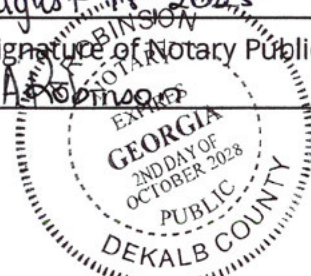
Signature of Notary Public

Address

Date

315 CASTLEWOOD RD
TYRONE, GA 30290

Scott Bodkin



PETITION No.: 1367-25

OWNER'S AFFIDAVIT

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

NAME: Rekha Mehta and Madhu Patel

ADDRESS: 1746 Hwy. 54

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

Rekha Mehta and Madhu Patel affirms that he is the owner or the specifically authorized agent of the property described below. Said property is located in a(n) Zoning District. He/She respectfully petitions the County to rezone the property from its present classification and tenders herewith the sum of \$ 270.00 to cover all expenses of public hearing. He/She petitions the above named to change its classification to O-I zoning.

This property includes: (check one of the following)

☐ See attached legal description on recorded deed for subject property or

☒ Legal description for subject property is as follows:

PUBLIC HEARING to be held by the Planning Commission of Fayette County on the day of October 2, 2025 at 7:00 P.M.

PUBLIC HEARING to be held by the Board of Commissioners of Fayette County on the day of October 23, 2025 at 7:00 P.M.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 22nd DAY OF AUGUST, 2025

Rekha Mehta

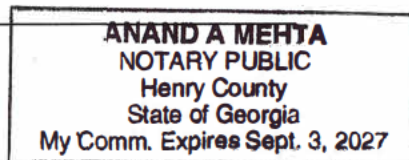
SIGNATURE OF PROPERTY OWNER

Madhu Patel

SIGNATURE OF PROPERTY OWNER

[Signature]

NOTARY PUBLIC



AGREEMENT TO DEDICATE PROPERTY FOR FUTURE RIGHT-OF-WAY

I/We, Rekha Mehta and Madhu Patel, said property owner(s) of subject property requested to be rezoned, hereby agree to dedicate, at no cost to Fayette County, feet of right-of-way along Highway 54 as measured from the centerline of the road.

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

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

Sworn to and subscribed before me this 22nd day of AUGUST, 2025.



SIGNATURE OF PROPERTY OWNER



SIGNATURE OF PROPERTY OWNER



NOTARY PUBLIC

ANAND A MEHTA NOTARY PUBLIC Henry County State of Georgia My Comm. Expires Sept. 3, 2027

DEVELOPMENTS OF REGIONAL IMPACT (DRI)

Rezoning Applicant:

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

Signed this 4th day of August, 2025.

APPLICANT'S SIGNATURE

Developments of Regional Impact - Tiers and Development Thresholds

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

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DISCLOSURE STATEMENT

(Please check one)

Campaign contributions:☒ **No**☐ **Yes (see attached disclosure report)**

TITLE 36. LOCAL GOVERNMENT

PROVISIONS APPLICABLE TO COUNTIES AND MUNICIPAL CORPORATIONS

CHAPTER 67A. CONFLICT OF INTEREST IN ZONING ACTIONS

O.C.G.A. § 36-67A-3 (2011)

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

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

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

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

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

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

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

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

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

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

CHECKLIST OF ITEMS REQUIRED FOR REZONING REQUEST

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

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

W. S. Bodkin Surveying, LLC
315 Castlewood Rd.
Tyrone, Georgia 30290
770-312-5500 office
scott@wsbsurveying.com

August 8, 2025

Ms. Deborah Bell, Director
Fayette County Planning & Zoning
140 Stonewall Avenue, West, Suite 202
Fayetteville, GA 30214
770-305-5421
Email: zoning@fayettecountyga.gov



S. BODKIN
SURVEYING, L.L.C.

Re: Letter of Intent, 4.194 Acres, 1746 Hwy 54, Fayetteville, Georgia 30215

Ms. Bell,

We are requesting consideration for the non-residential rezoning of 4.194 acres at 1746 Hwy 54, Fayetteville, Georgia 30215.

We are proposing that this property be used as a 100'x200' Wellness and Recovery Center with the necessary parking.

This will be a one-of-a-kind Wellness center that focusses on neuro muscular development, hypertrophy and full body recovery.

This facility will be fully accessible to the public, while being membership based.

Thank you for your consideration,

A handwritten signature in blue ink, reading 'W. Scott Bodkin'. The signature is fluid and cursive, with the first name 'W.' and last name 'Bodkin' clearly visible.

W. Scott Bodkin, P.L.S., P.E.
President

Return Recorded Document to:
JOHN P JOINER, Attorney-at-law
217 N Hill Street, Suite 1
Griffin, GA 30223
File #: 2928

Doc ID: 007488620001 Type: GLR
Filed: 05/11/2007 at 10:00:00 AM
Fee Amt: \$545.00 Page 1 of 1
Transfer Tax: \$535.00
Fayette, Ga. Clerk Superior Court
Sheila Studdard Clerk of Court
BK 3228 PG 638

WARRANTY DEED

STATE OF GEORGIA, COUNTY OF SPALDING

THIS INDENTURE, Made the 1st day of MAY, 2007, between PATRICIA ANNE VICKERS, of the State of Georgia, as party or parties of the first part, hereinunder called Grantor, and REKHA MEHTA and MADHU PATEL, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of Ten and 00/100's (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lot 58 of the 7th District of Fayette County, Georgia and by Plat of C. E. Lee, dated October 17, 1969, and recorded in Plat Book 5 at page 123, records of Fayette County, Georgia, being more particularly described as follows:

BEGINNING at an iron pin located North, 89 1/2 degrees East, as measured along the South line of Land Lot 58 aforesaid, 604 feet from the Southwest corner of said Land Lot 58; running thence North, 44 degrees West, 328.6 feet to an iron pin on the southeasterly side of the right-of-way for Georgia Highway 54; thence the northeasterly, as measured along the southeasterly side of the right-of-way for Georgia Highway 54, a distance of 1,013 feet to an iron pin; thence South, 1 degree and 6 minutes West, 736 feet to an iron pin on the South line of Land Lot 58 aforesaid; thence South, 89 1/2 degrees West, as measured along the South line of said Land Lot 58, a distance of 644 feet back to the iron pin at the POINT OF BEGINNING; said tract containing 8.7 acres, more or less.

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

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

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

Signed, sealed and delivered in the presence of:

Susan Fitzgerald
Unofficial Witness

Patricia Anne Vickers (Seal)
PATRICIA ANNE VICKERS

John P. Joiner
Notary Public
State of Georgia, County of ...
My commission expires: ...
JOHN P. JOINER
JUL 17 2009
NOTARY PUBLIC

1746 HIGHWAY 54

Tax Parcel ID# 0713 002

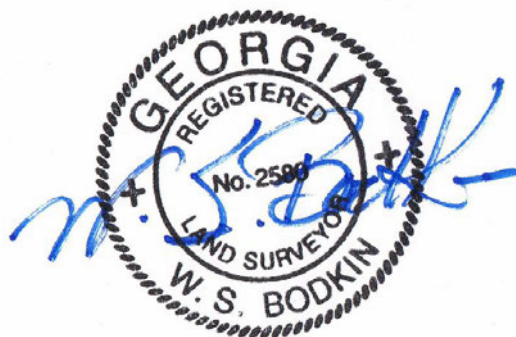
ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 58, of the 7th District, Fayette County, Georgia, being more particularly described as follows:

Commencing at a broken concrete monument found at the northeast miter of the intersection formed by the Easterly right-of-way line of Ebenezer (100' R/W) and the Southerly right-of-way line of Georgia Highway 54 (R/W varies), Thence along said Southerly right-of-way line of Georgia Highway 54, proceed along a curve to the right having a radius of 3184.06 feet and an arc length of 268.46 feet, being subtended by a chord of North 60 degrees 20 minutes 24 seconds East for a distance of 268.38 feet to a 1/2" rebar found on the Southerly right-of-way line of Georgia Highway 54, said iron pin being the **POINT OF BEGINNING**;

Thence, along said Southerly right-of-way line and a curve to the right having a radius of 3184.04 feet and an arc length of 314.19 feet, being subtended by a chord of North 65 degrees 49 minutes 32 seconds East for a distance of 314.07 feet to an iron pin set with cap;
Thence leaving said Southerly right-of-way line, proceed South 01 degrees 32 minutes 11 seconds West for a distance of 646.44 feet to a 1-1/4" open top pipe found with a 1/2" open top pipe inside;
Thence, proceed South 89 degrees 32 minutes 26 seconds West for a distance of 312.35 feet to a 1-1/4" open top pipe found ;
Thence, proceed North 00 degrees 57 minutes 26 seconds East for a distance of 506.41 feet to a 1/2" rebar found on the Southerly right-of-way line of Georgia Highway 54, said point being the **POINT OF BEGINNING** ;

Together with and subject to covenants, easements and restrictions of record.

Said tract contains **4.194 ACRES or 182,685 SQ.FT.**, more or less.

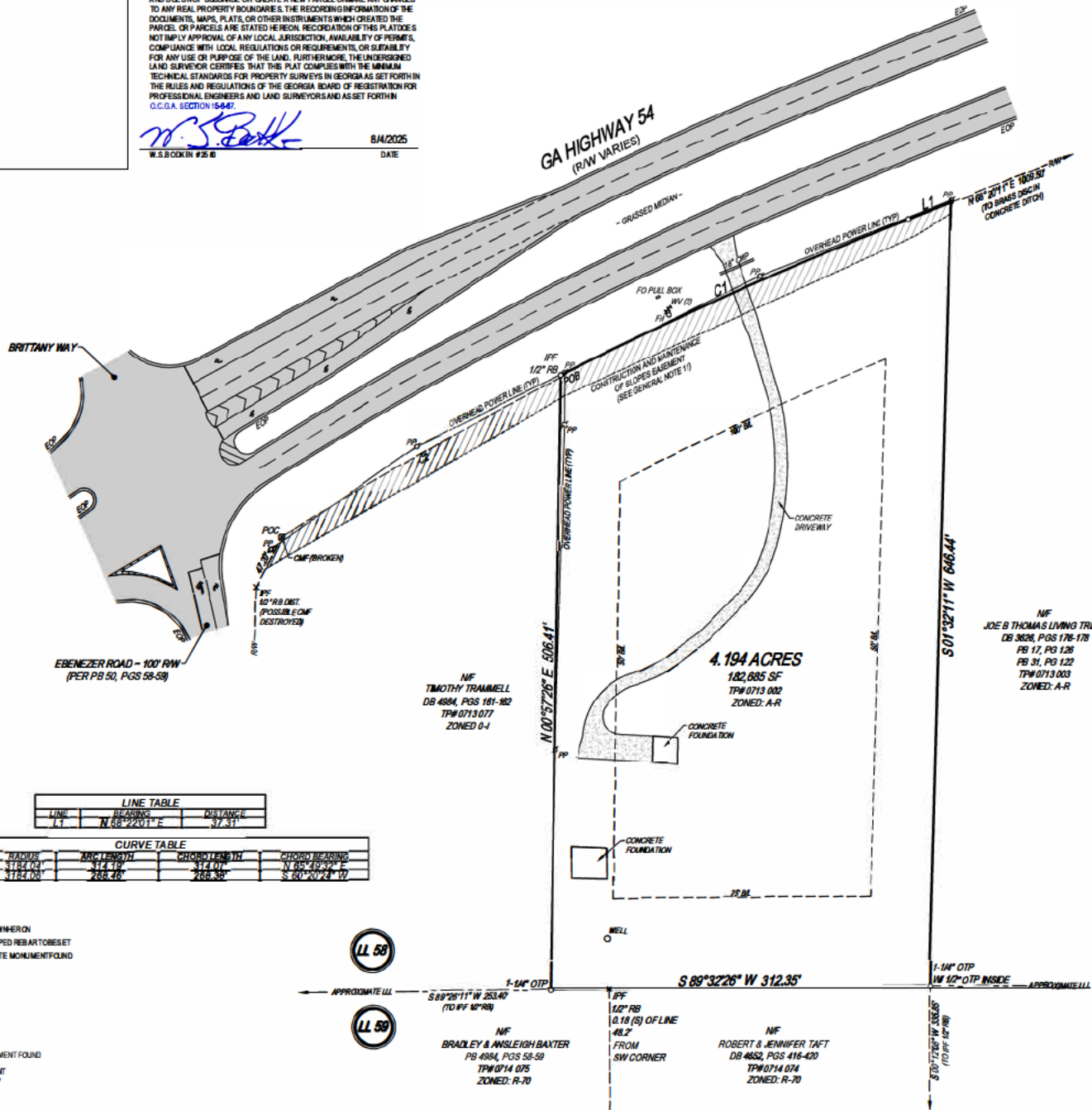


SURVEYOR CERTIFICATION

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-4-47.

W.S. Bodkin
W.S. BODKIN #258

8/4/2025
DATE



LINE	BEARING	DISTANCE
L1	N 68°22'01" E	37.31'

CURVE	BEARING	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	S 88°22'01" E	314.01'	314.01'	N 68°12'52" E
C2	S 88°22'01" E	268.46'	268.46'	S 60°20'23" W

SYMBOLS

- IPS ○ AS SHOWN HEREON
- IPF ● 1/2" CAPPED REBAR TO SET
- CMF ☒ CONCRETE MONUMENT FOUND

LEGEND

- PL PROPERTY LINE
- R/W RIGHT OF WAY
- BL BUILDING LINE
- LL LAND LOT
- ULL LAND LOT LINE
- IPF IRON PIN FOUND
- IPS IRON PIN SET
- RB REBAR
- CMF CONCRETE MONUMENT FOUND
- OTF OPEN TOP PIPE
- EOP EDGE OF PAVEMENT
- NLF NOW OR FORMERLY
- DB DEED BOOK
- PB PLAT BOOK
- PO POLE
- PP POWER POLE
- PH FIRE HYDRANT
- WV WATER VALVE
- EOP EDGE OF PAVEMENT
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- FO FIBER OPTIC
- DIST. DISTURBED
- TP TAX PARCEL
- SF SQUARE FEET
- TY TYPICAL
- CMF CORRUGATED METAL PIPE

DEUTERONOMY 19:14
"DON'T MOVE YOUR NEIGHBOR'S BOUNDARY STONE. SET UPBY YOUR PREDECESSORS IN THE INHERITANCE YOU RECEIVE IN THE LAND THE LORD YOUR GOD IS GIVING YOU TO POSSESS."

DEUTERONOMY 27:17
"CURSED BE HE WHO REMOVES HIS NEIGHBOR'S LANDMARK, AND ALL THE PEOPLE SAY, 'MAYN!'"

JOB 24:2
"THERE ARE THOSE WHO MOVE BOUNDARY STONES, THEY PASTURE FLOCKS, THEY HAVE STOLEN."

GENERAL NOTES

- THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ANY REMAINT, ADDITIONAL CONVEYANCES, EASEMENTS, OR RIGHTS OF WAY NOT SHOWN HEREON.
- REFERENCE: DEED BOOK 3228, PAGE 108 & PLAT BOOK 5, PAGE 128
- EQUIPMENT USED FOR ANGULAR & LINE MEASUREMENTS: CHAMPIONXIT GNSS RECEIVERS, BASE & ROVER
- NO MONUMENT LOCATED WITHIN 500' OF SITE
- DATE OF LAST FIELD VISIT: 7/26/2025
- THE RELATIVE POSITIONAL TOLERANCE ACCURACY, AS CALCULATED ACCORDING TO THE FEDERAL GEOGRAPHIC DATA COMMITTEE PART 3 NATIONAL STANDARD FOR SPATIAL DATA ACCURACY, IS 0.4 FEET HORIZONTAL AND .08 FEET VERTICAL AT THE 95% CONFIDENCE LEVEL.
- THE BASIS FOR THE DATUM FOR THIS SITE WAS ESTABLISHED UTILIZING POSITIONAL VALUES FOR THE VERTICAL REFERENCE STATION NETWORK DEVELOPED BY GPS SOLUTIONS AND PERFORMED BY W.S. BODKIN SURVEYING. THE HORIZONTAL REFERENCE FRAME IS NAD 83 (2011) STATE PLANE, COORDINATE SYSTEM GEORGIA WEST ZONE. THE VERTICAL REFERENCE FRAME IS NAVD83 (EPOCH 1988).
- THE PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN 521,264 FEET.
- NO PORTION OF THIS SITE APPEARS TO BE IN A SPECIAL FLOOD AREA, ZONE A, AS DEFINED BY THE FAYETTE COUNTY UNINCORPORATED F.E.M.A. FLOOD COMMUNITY PANEL NUMBER 13100008E, DATED 5 SEPTEMBER 28, 2008.
- THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVEGROUND STRUCTURES AND RECORD DRAWINGS PROVIDED TO THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES.
- RIGHT OF WAY SHOWN HEREON ARE FROM: DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA RIGHT OF WAY PLANS FOR HWY 54, FIA 184-1 (10); PL NO. 321046, DATED DECEMBER 8, 1998, LAST REISED 04-19-02, SHEET NO. 18
- ZONING: A-R
 - MINIMUM LOT AREA: 5 ACRES
 - MINIMUM LOT WIDTH AT BUILDING LINE: 250 FEET
 - MINIMUM FRONT YARD SETBACK: 100 FEET (ARTERIAL) 75 FEET (LOCAL)
 - MINIMUM SIDE YARD SETBACK: 50 FEET
 - MINIMUM REAR YARD SETBACK: 75 FEET
 - MAXIMUM HEIGHT OF STRUCTURES: 35 FEET
 - MINIMUM SQ. FOOTAGE OF PRINCIPAL STRUCTURE: 1,200 SF



315 CASTLEWOOD ROAD
TYRONE, GA 30290
770-312-5500



W. S. BODKIN SURVEYING, L.L.C.

HEALTHSPAN PROPERTIES FAYETTE, LLC

1746 HIGHWAY 54
FAYETTEVILLE, GA 30215

FAYETTE COUNTY, GEORGIA

LAND LOT 58

PLAT OF SURVEY FOR:



PURPOSE NOTE

THE PURPOSE OF THIS SURVEY IS A BOUNDARY RETRACEMENT FOR A PIECE OF PROPERTY THAT PREVIOUSLY WAS NOT ACCURATELY DERIVED LEGALLY FOR OUR CLIENT PURCHASING THE PROPERTY.

THIS SURVEY SHALL NOT BE USED FOR ANY PURPOSE, OTHER THAN THAT WHICH IS TITLED HEREON, NOR SHALL IT BE USED BY ANY ENTITY OTHER THAN THOSE LISTED WITHIN THE TITLE DIRECTLY OR INDIRECTLY WITHOUT THE WRITTEN CONSENT AND COMPENSATION OF THIS SURVEYOR.

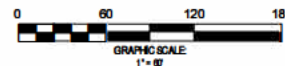
DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE IN CONTRASTING INK OF SURVEYOR.

PROJECT NUMBER	25048
DRAWN BY	MWR
REVIEWED BY	W.S.B.
ISSUED DATE	8/4/2025

BOUNDARY SURVEY

NO.	REVISIONS	DATE
1		



1 OF 1

VICINITY MAP
N.I.S.

CONCEPTUAL PLAN FOR

HEAL THSPAN PROPERTIES FAYETTE, LLC

1746 HIGHWAY 54
 FAYETTEVILLE, GA 30215

LAND LOT 5A
 7TH DISTRICT
 FAYETTE COUNTY, GEORGIA

HEALTHSPAN PROPERTIES FAYETTE, LLC

FAYETTE COUNTY, GEORGIA

1

MUNICIPAL AR YARD
MINIMUM LOT WIDTH AT BUILDING LINE 125 FEET
• MINIMUM FRONT YARD SLIDBACK SHALL BE (AR) (AR) (AR)
70 FEET (COLLECTOR)
15 FEET (MAYO)
MINIMUM SIDE YARD SETBACK 15 FEET
MINIMUM REAR YARD SLIDBACK SHALL BE (AR) (AR) (AR)
• MAXIMUM HEIGHT OF STRUCTURES 10 FEET
• 30 FEET REQUIRED BUFFER ADJACENT TO REPRESENTATIVE OR A R ZONED DISTRICT

25048	
DRAWN BY MWR	R. VILROY WSS
ISSUE DATE 8/8/2025	

NO.	REVISIONS	DATE

OF

1

[illegible]

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 68°22'01" E	37.31'

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	3184.04'	314.19'	314.07'	N 65°49'32" E
C2	3184.06'	268.46'	268.38'	S 80°20'24" W



Maria Binns

From: Taylor, Stanford <stataylor@dot.ga.gov>
Sent: Monday, September 22, 2025 10:51 AM
To: Deborah L Bell
Cc: McDaniel, Laurie; Maria Binns; Deborah Sims
Subject: FW: Rezoning application for 1746 SR 54 West, Fayetteville, 30214
Attachments: 1746 Hwy 54 - Survey.pdf; 1367-25 Application.pdf; 1746 Hwy 54 - Concept_8-8-25.pdf

External Email Be cautious of sender, content, and links

Good morning, Deborah,

The proposed property rezoning is acceptable to GDOT. The applicant should apply for a GDOT encroachment permit for the change of the access from residential to an commercial access with a decel lane, the access for this development should be a right-in/right-out access, there should not be an accel lane for the access. The engineering firm designing the plans for the GDOT encroachment permit should refer to the current edition of the GDOT Encroachment Manual and the permit plans should be submitted through the GDOT GPAS permitting system to obtain a GDOT encroachment permit.

Stanford Taylor

District Traffic Operations Manager



District 3 – Traffic Operations
 115 Transportation Blvd.
 Thomaston GA 30286
 706.646.7592 office

From: Deborah L Bell <dbell@fayettecountyga.gov>
Sent: Wednesday, September 17, 2025 2:49 PM
To: Taylor, Stanford <stataylor@dot.ga.gov>; McDaniel, Laurie <LMcDaniel@dot.ga.gov>
Cc: Maria Binns <mbinns@fayettecountyga.gov>; Deborah Sims <dsims@fayettecountyga.gov>
Subject: Rezoning application for 1746 SR 54 West, Fayetteville, 30214

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon!

We are processing a request for rezoning for Parcel 0713 002 on SR 54 W. It only has frontage on SR 54, so

driveway will be permitted through your office. This is not the development plan, just the rezoning at this time. Please let us know if you have any other comments.



Thank you,

Debbie

Deborah L. Bell, RLA

DIRECTOR, PLANNING & ZONING

FAYETTE COUNTY BOARD OF COMMISSIONERS

Office: 770-305-5421

Direct: 770-305-5160

140 Stonewall Avenue West, Suite 202

Fayetteville, GA 30214

www.fayettecountyga.gov

Upcoming training:

Vacation scheduled: September 2 - 5, 2025

Holiday scheduled closing: September 1, 2025

Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit <https://doas.ga.gov/human-resources-administration/human-trafficking-awareness/trafficking-in-georgia>. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.

Wednesday, September 10, 2025

Continued from page B4

Fayette County News B5

PETITION FOR REZONING
CERTAIN PROPERTIES IN
UNINCORPORATED AREAS OF
FAYETTE COUNTY, GEORGIA
PUBLIC HEARING to be held be-
fore the Fayette County Planning
Commission on Thursday, October
2, 2025, at 7:00 P.M. and before
the Fayette County Board of Com-
missioners on Thursday, October
23, 2025, at 5:00 P.M. in the Fay-
ette County Administrative Com-
plex, 140 Stonewall Avenue West,
Public Meeting Room, First Floor,
Fayetteville, Georgia.
Petition No.: 1367-25
Parcel No: 0713 002
Owner(s): Rekha Mehta and Mad-
hu Patel
Applicant: Alison Tringale
Agent: Scott Bodkin
Zoning District: A-R
Area of Property: 4.194 acres
Land Lot(s)/District: Land Lot 58
of the 7th District
Fronts on: Highway 54 West
Proposed: Applicant proposes the
following: To rezone 4.194 acres
from A-R Agricultural-Residential

(Single-Family) to O-I, Office-In-
stitutional District.

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

Legal Description

ALL THAT TRACT OR PARCEL
OF LAND lying and being in Land
Lot 58, of the 7th District, Fay-
ette County, Georgia, being more
particularly described as follows:
Commencing at a broken concrete
monument found at the northeast
miter of the intersection formed
by the Easterly right-of-way line
of Ebenezer (100' R/W) and the
Southerly right-of-way line of
Georgia Highway 54 (R/W varies),
Thence along said Southerly right-
of-way line of Georgia Highway 54,
proceed along a curve to the right
having a radius of 3184.06 feet and
an arc length of 268.46 feet, being
subtended by a chord of North 60
degrees 20 minutes 24 seconds
East for a distance of 268.38 feet
to a 1/2" rebar found on the South-
erly right-of-way line of Georgia
Highway 54, said iron pin being the
POINT OF BEGINNING;

Thence, along said Southerly right-
of-way line and a curve to the right
having a radius of 3184.04 feet and
an arc length of 314.19 feet, being
subtended by a chord of North 65
degrees 49 minutes 32 seconds
East for a distance of 314.07 feet
to an iron pin set with cap; Thence
leaving said Southerly right-of-way
line, proceed South 01 degrees
32 minutes 11 seconds West for a
distance of 646.44 feet to a 1-1/4"
open top pipe found with a 1/2"
open top pipe inside; Thence, pro-
ceed South 89 degrees 32 minutes
26 seconds West for a distance of
312.35 feet to a 1-1/4" open top
pipe found; Thence, proceed North
00 degrees 57 minutes 26 seconds
East for a distance of 506.41 feet to
a 1/2" rebar found on the Southerly
right-of-way line of Georgia High-
way 54, said point being the POINT
OF BEGINNING ; Together with
and subject to covenants, ease-
ments and restrictions of record.

Said tract contains 4.194 ACRES or
182,685 SQ.FT., more or less
09/10

COUNTY AGENDA REQUEST

Page 73 of 370

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Heather Stewart, in the amount of \$2,882.62 for tax years 2022, 2023, and 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 Heather Stewart for residential property parcel 05-1903-021. On September 16, 2025, a request for a partial refund of taxes was received. The request was based on erroneous removal of the taxpayer's homestead exemption. Taxpayer is eligible under the refund statute for a refund for tax years 2022, 2023, and 2024.

Board of Assessors recommend approval.

What action are you seeking from the Board of Commissioners?

Approval of a disposition of tax refund, as requested by Heather Stewart, in the amount of \$2,882.62 for tax years 2022, 2023, 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?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

MEMORANDUM

TO: Fayette County Board of Commissioners
FROM: Fayette County Board of Assessors
DATE: September 24, 2025
Re: Tax Refund Request – Stewart

Ms. Heather Stewart has requested a partial refund of taxes for tax years 2022, 2023, and 2024 based on erroneous removal of her homestead exemption.

The homestead exemption was removed in error in 2022 due to a name change. The exemption was added back to the property for 2022 and subsequent years resulting in a refund due in the total amount of \$2,882.62.

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

TOTAL REFUND RECOMMENDED:	\$ 538.86	2024
	\$1,421.11	2023
	\$ 922.65	2022

COUNTY AGENDA REQUEST

Page 75 of 370

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Subharaj Nath, agent for De Lage Laden, in the amount of \$895.48 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 Subharaj Nath, agent for De Lage Laden, for business personal property account 19930985. On September 3, 2025, a request for a partial refund of taxes was received. The request was based on an erroneous value that resulted from a clerical error in asset grouping.

Board of Assessors recommend approval.

What action are you seeking from the Board of Commissioners?

Approval of a disposition of tax refund, as requested by Subharaj Nath, agent for De Lage Laden, in the amount of \$895.48 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?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

[Type here]

**Tax Assessor**

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

MEMORANDUM

TO: Fayette County Board of Commissioners

FROM: Fayette County Board of Assessors

DATE: September 24, 2025

Re: Tax Refund Request – De Lage Laden

Subharaj Nath, agent for De Lage Laden, has requested a partial refund of taxes for tax year 2024 due to erroneous asset grouping value.

The value of the taxpayer's property was calculated incorrectly due to a clerical error in the grouping of assets. Correction of the error resulted in a value difference of \$75,745.

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, an error existed due to assignment of an incorrect neighborhood code. Assessors' Office staff has corrected the error.

TOTAL REFUND RECOMMENDED: \$895.48 2024

COUNTY AGENDA REQUEST

Page 77 of 370

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval to award Contract #26046-S, Animal Shelter Phase II - Project Manager, to Morgan Mill Consulting LLC, in the not-to-exceed amount of \$80,000.00.

Background/History/Details:

The design of the Animal Shelter Phase II is at 60% of Design Development. It is beneficial to have a Construction Manager at Risk appointed during the remainder of the design stage to ensure an efficient and cost effective project. A project manager is needed to manage the overall design and construction process and to oversee the appointment of a CMAR for the project.

What action are you seeking from the Board of Commissioners?

Approval to award of Contract #26046-S, Animal Shelter Phase II - Project Manager, to Morgan Mill Consulting LLC, in the not-to-exceed amount of \$80,000.00.

If this item requires funding, please describe:

Funds are available in 2023 SPLOST project 32730910 - 541210 - R23AF.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



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

To: Steve Rapson

From: Ted Burgess

Date: October 23, 2025

Subject: Contract #26046-S: Animal Shelter Phase II – Project Manager

On September 26, 2019 the Board of Commissioners gave approval to staff to design and build a new animal shelter. Phase I of the project consisted of a new Animal Shelter building, located at 1131 Highway 74 South. It officially began operation with a ribbon-cutting ceremony on April 11, 2024.

Phase II is envisioned to include a 3,218 square foot barn and kennel, to be constructed behind the Animal Shelter, and outdoor amenities such as fenced areas, walking paths, and shade structures.

It is recommended that Tim Symonds of Morgan Mill Consulting be awarded a professional services contract to serve as Project Manager. He is familiar with the project, and has provided project management services for the county such as renovation of the new Health facility, the Fire / EMS training facility, and the multi-purpose recreation facility, which is currently under construction. A Contractor Performance Evaluation is attached for project management for renovation of the Health Department's new Community Services building.

If selected, Mr. Symonds will work with county staff to issue a Request for Proposals for a Construction Manager at Risk (CMAR), manage the project through pre-construction and design, and provide construction administration during construction of the Phase II facility.

Specifics of the proposed contract are as follows:

Contract Name	26046-S: Animal Shelter Phase II – Project Manager	
Contractor	Morgan Mill Consulting	
Type of Contract	Professional Services	
Not-to-Exceed Amount	\$80,000.00	
Budget:		
Fund	327	2023 SPLOST
Org.	32730910	Animal Control SPLOST
Object	541210	Other Improvements
Project	R23AF	Walking Trails & Livestock Building
Available Budget	\$1,921,875.58	As of 9/19/2025

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: Morgan Mill Consulting	Contract Number: 1975-S
Mailing Address: 1410 Roscoe Road	Contract Description or Title: Health Facility Project Management
City, St, Zip Code: Newnan, GA 30263	Contract Term (Dates) From: July 6, 2021 To: April 10, 2025
Phone Number: 404-392-5791	Task Order Number: N/A
Cell Number:	Other Reference: Construction was via CMAR contractor
E-Mail Address: tims@morganmillconsulting.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.

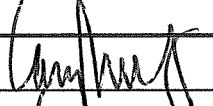
SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

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		/			
2. Condition of delivered products		/			
3. Quality of work		/			
4. Adherence to specifications or scope of work		/			
5. Timely, appropriate, & satisfactory problem or complaint resolution		/			
6. Timeliness and accuracy of invoicing					/
7. Working relationship / interfacing with county staff and citizens	/				
8. Service Call (On-Call) response time	/				
9. Adherence to contract budget and schedule	/				
10. Other (specify):					/
11. Overall evaluation of contractor performance		/			

EVALUATED BY

Signature: 	Date of Evaluation: 9/19/25
Print Name: Gary W. Hester	Department/Division:
Title: B/G Director	Telephone No: 770-305-6004

COUNTY AGENDA REQUEST

Page 80 of 370

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Acceptance of Sheriff Barry H. Babb's decision to accept two (2) vehicles from the City of Fayetteville Police Department.

Background/History/Details:

Some local law enforcement agencies, with the implementation of the Fayette County Sheriff's Office Regional Training, have agreed to donate vehicles for training at the Driver's Training Course. The following vehicles with Kelly Blue Book values listed have been donated by the City of Fayetteville (Fayetteville Police Department):

2014 Dodge Charger (Police) bearing VIN# 2C3CDXAT8EH186140 valued at \$5,315.00.

2020 Ford Explorer (Police) bearing VIN# 1FM5K8ACXLGA82902 valued at \$11,251.00.

These vehicles are accepted by the Sheriff's Office for training and should be placed on the master asset list and insurance.

What action are you seeking from the Board of Commissioners?

Acceptance of Sheriff Barry H. Babb's decision to accept two (2) vehicles from the City of Fayetteville Police Department.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

COUNTY AGENDA REQUEST

Page 81 of 370

Department: State Court

Presenter(s): Jourdan Crawford, Accountability Court

Meeting Date: 10.23.25

Type of Request: Consent #8

Wording for the Agenda:

Approval of a grant award for the DUI Accountability Court from Governor's Office of Highway Safety in the amount of \$35,000.

Background/History/Details:

This grant will provide essential supplemental funding to support drug testing, a core requirement mandated by the Council of Accountability Court Judges. These funds will help ensure that our program remains fully compliant with state standards and continues to meet the accountability and oversight expectations established for all certified court programs.

There is no match for this grant.

The grant award period of October 1, 2025-September 30, 2026.

What action are you seeking from the Board of Commissioners?

Approval of a grant award for the DUI Accountability Court from Governor's Office of Highway Safety in the amount of \$35,000.

If this item requires funding, please describe:

Increase of \$26,250 in the technical services expenditure line fully covered by the grant award. (21420330-521316-GAOHS) for the FY26 budget. \$8,750 will be included in the FY27 budget (21420330-521316-GAOHS) for this expenditure.

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 Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:



Governor's Office of Highway Safety

James H "Sloppy" Floyd Veterans Memorial Bldg.
2 Martin Luther King Jr. Drive SE. • Suite 370, East Tower • Atlanta, GA 30334
Telephone: 404.656.6996 or 888.420.0767 • Facsimile: 404.651.9107
www.gahighwaysafety.org

Brian P. Kemp
GOVERNOR

Allen Poole
DIRECTOR

September 30, 2025

Hearn, Lee
Fayette County DUI/Drug Court
140 Stonewall Avenue west suite 100
Fayetteville, Georgia 30214

Re: Application #: GA-2026-FayetteDUI-121-APP
Grant #: GA-2026-FayetteDUI-121
Project Title: Fayette County DUI/Drug Court FY26

Dear Hearn, Lee,

Congratulations! It is my pleasure to inform you that your application in the amount of **\$35,000.00** federal funds has been approved. The effective date of the grant is October 1, 2025, through September 30, 2026. Allowed costs incurred within this period are reimbursable at a rate of 100% of the approved federal funds allocated above.

*The Grant Terms and Conditions** have been updated and can be found within your grant application in the GOHS Grant Management System (GMS) or on the GOHS website. *Special Conditions*, General*, associated with your grant can also be found on the GOHS website and both contain important information from GOHS. These documents clearly identify the guidelines and requirements governing your grant. Please note under Grant Terms and Conditions **all grant awards are contingent upon the availability of federal funds** and must be identified separately in your agency's account system.

GOHS and the National Highway Traffic Safety Administration (NHTSA) must provide written approval prior to the purchase of any equipment item costing \$10,000.00 or more. If applicable and approval is granted, you will receive notification of the equipment approval from GOHS. Please ensure your agency follows its local procurement policy as well as the Buy America Act requirements. If local policies are not available, your agency must use the State of Georgia procurement procedures. By policy, GOHS is required to maintain inventory of any item that costs \$10,000 or more. For purposes of this policy, "equipment items \$10,000 or more" include any item that has the capability of storing data, such as desktop computers, laptops, and I-pads. The \$10,000 threshold also includes items that may physically cost less than \$10,000 but with taxes and shipping costs added will equal over \$10,000.

If your project allows for **Safety Items for Public Distribution**, such as bike helmets, reflector belts, or similar items whose sole purpose is to improve highway safety, you will be required to read, sign, and submit the document titled *Acknowledgement form for Non-Motorized Projects** to your grant manager at GOHS prior to distributing those items. This document should be signed by the project director and will be included in the grant file. If the Acknowledgement for Safety Items for Public Distribution document is not received prior to distribution, GOHS reserves the right to deny reimbursement.

GOHS is required to complete *Risk Assessments** on each grantee prior to the award and notify the grantee of the outcome. The Risk Assessment is based upon prior grants, audit reports, and/or interaction during the application process. Your agency's Risk Assessment score for the FFY 2026 grant year is **Low**.

If your jurisdiction/agency (combined) receives federal funds of \$1,000,000.00 or more in a year, an audit is required in accordance with 2 CFR Part 200, Subpart F. A copy of the audit report must be submitted to the Governor's Office of Highway Safety (GOHS) prior to September 30, 2026.



Agencies awarded federal funds through GOHS are required to receive their reimbursement payments electronically. If your agency received funds in FFY 2025, please review the information previously submitted to GOHS. If no changes are needed, GOHS will continue to use this information to reimburse electronically unless we receive new information. If changes are needed or you are a new grantee, you will need to complete the *"Supplier Change Request" form**. Grantees need to include a copy of a Voided Check or a MICR letter for their Bank, stating their electronic account number and routing number. Signatures on the Supplier Change forms must be WET – no computer-generated signatures (Adobe). New grantees will also need to complete the *W-9 Tax form**. All financial forms should be emailed to Paula Wilbanks, GOHS Grants Specialist at, gohs-finance@gohs.ga.gov no later than **October 15, 2025**, to prevent any delay in reimbursement.

Award packet documents discussed above and identified in *red and an asterisk (*)*, are all located on the GOHS website at <http://www.gahighwaysafety.org/current-grantees/>.

Organization Legal Name (as listed in SAM.gov): County of Fayette

SAM Unique Entity Identifier: CBMCEFY41D94

Assistance Listing Number20.616

Assistance Listing Title: National Priority Safety Programs

FAIN: 69A3752430000405DGAL

Subaward Period of Performance State and End Date: October 1, 2025 – September 30, 2026

Subaward Budget Period State and End Date: October 1, 2025 – September 30, 2026

Should you have questions regarding the content of this letter, please contact your assigned grant manager, **Anastacia Espada** at (404) 656-6996. GOHS looks forward to your partnership in helping to make Georgia's roadways safer.

Sincerely,



Allen Poole
Director

AP

cc: Crawford, Jourdan, Project Director
Weinmann, Sheryl, Financial Officer
Anastacia Espada, Planner/Grant Manager



COUNTY AGENDA REQUEST

Page 84 of 370

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of the amendment and renewal of a contract between Fayette County and the Judicial Correction Services (JCS), LLC for probation supervision and rehabilitation services for Magistrate Court beginning January 1, 2026 and terminating December 31, 2026.

Background/History/Details:

Judicial Correction Services (JCS), the probation company for Magistrate Court, provides probation supervision and rehabilitation services.

The proposed Amendments simply extend the periods of service of the Agreements, beginning January 1, 2026 and terminating December 31, 2026, with an option to renew for five (5) additional one-year terms. Supervision fees will remain at their current levels for 2026.

What action are you seeking from the Board of Commissioners?

Approval of the amendment and renewal of a contract between Fayette County and the Judicial Correction Services (JCS), LLC for probation supervision and rehabilitation services for Magistrate Court beginning January 1, 2026 and terminating December 31, 2026.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Judicial Correction Services, LLC
Probation Services Agreement

Fayette County, Georgia

This Agreement is made by and between Judicial Correction Services, LLC organized under the laws of the State of Georgia, with its principal business at 1770 Indian Trail Road, Suite 350, Norcross, Georgia, 30093 hereinafter called "Contractor" and Fayette County, Georgia hereinafter called "County", upon the request and consent of the Chief Judge of Magistrate Court of Fayette County, Georgia herein after called "Court". This agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of O.C.G.A. § 42-8-101.

Witnesseth:

Whereas, the County has been duly authorized to establish service for a private probation system for the supervision of probationers as ordered by the Fayette County Magistrate Court, and to collect restitution, fines, and fees as ordered by the Chief Judge of Fayette County Magistrate Court.

Whereas, the County wishes to enter into an agreement with the Contractor to provide probation services upon the terms and conditions set forth herein with approval from the Court.

Now therefore, and in consideration of the mutual covenants contained herein, and other good and valuable considerations, the receipt, adequacy, and sufficiency of which is acknowledged by the parties hereto, the County enters into the agreement with the Contractor to provide probation services for the jurisdiction of Fayette County upon the terms, covenants, and agreements as set forth herein.

Scope of Services and Responsibilities of Contractor

In consideration of the obligations of the County and the Court, Contractor shall provide the following services.

A. Responsibilities of Probation Services Contractor

- a. Compliance with Statutes and Rules. Contractor shall comply with Article 6 of Title 42 Chapter 8 of the Official Code of Georgia and all standards, rules, and regulations promulgated by the Department of Community Supervision and the Misdemeanor Oversight Unit.
- b. Records and Confidentiality. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records, and papers relative to supervision of probationers under this Agreement. These records, files, and papers shall be available only to the Judge of the Court handling the case, the Department of Audits and Accounts, the Department of Supervision and upon transfer of supervision to the State, to the Georgia Department of Corrections or the Department of Community Supervision.
- c. Financial Records. Contractor shall maintain financial records according to generally accepted accounting practices.

- d. **Officer Qualifications and Training.** Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the caseload of a probation officer. In accordance with O.C.G.A. 42-8-107, any such person shall be at least 21 years of age at the time of appointment to the position of private probation officer or probation officer and shall have completed a standard four-year college course or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements. Every private probation officer shall receive an initial 40 hours of training and orientation upon employment and shall receive 20 hours of continuing education per annum as approved by the Department of Community Supervision Board of Directors, hereinafter referred as the Board, provided that the 40 hour initial orientation shall not be required of any person who has successfully completed a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least six months as of July 1, 1996, or any person employed as a probation officer by a county, municipal, or consolidated government as of March 1, 2006. In no event shall any person convicted of a felony be employed as a probation officer or private probation officer.
 - e. **Intake, Administrative, and Intern Qualifications and Training.** Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer assistance to a private probation officer or the Contractor. Any such person shall be at least 18 years of age at the time of appointment to the position of intake officer, administrative staff, or intern and shall have completed a standard high school diploma or its equivalent.
 - f. **Criminal History Check.** Contractor shall have a criminal history records check made of all employees and give written consent to the Department of Community Supervision to conduct periodic criminal history checks.
 - g. **Officer per Probationer Ratio and Standards of Supervision.** Contractor shall manage caseload limits so as not to exceed 250 probationers per probation officer for basic supervision and 200 probationers per probation officer for intensive supervision. There are no caseload size limitations regarding pay-only cases. Probation Officers shall make a supervision assessment of each offender and determine the reporting schedule, type of contact(s), and frequency of contact(s) pursuant to the direction of the Court. There are no minimally required contacts for pay-only cases.
 - h. **Location Place of Business.** Contractor shall maintain an office in Fayette County, Georgia for meeting with and the provision of services to probationers.
- B. **Reports.** Contractor shall provide to the Judge and the County with whom the contract or agreement was made and the Board a quarterly report summarizing the number of probationers under supervision; the amount of restitution, fines, and statutory surcharges collected; the amount of fees collected and the nature of such fees, including supervision fees, classes for rehabilitation programs fees, electronic monitoring fees, drug or alcohol detection device fees, and drug testing fees; the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay to attend; the number of probationers for whom supervision or rehabilitation has been terminated

and the reason for the termination; and the number of warrants issued during the quarter, in such detail as requested.

- C. **Tender of Collections.** Contractor shall tender to the Clerk of the Court of Fayette County, Georgia, hereinafter referred as the Clerk, a report of collections and all fines, fees, and costs collected during the month from probationers by the 9th day of the following month. Restitution shall be paid to the victim by the 10th day of the month following collection unless the Court orders payment to the Clerk, and then it shall be paid as such other collections are paid to the Clerk. In the event the Contractor cannot locate the victim, payment shall be made to the Clerk. Contractor shall credit payments of funds to in the following order of priority: 1) restitution, 2) fines, 3) courts costs and statutory surcharges, 4) probation fees, class and rehabilitation fees, drug and alcohol testing fees, and all other probation services rendered to the probationer. Contractor shall not retain or profit from any restitution, fines, court costs, or statutory surcharges collected from probationers except the probation fee authorized by this Agreement as set forth in the Schedule of Fees.
- D. **Access to Contractor Records.**
 - a. All records shall be open to inspection upon the request of the affected County, Court, the Department of Audits and Accounts as requested, an auditor appointed by the Commissioners, the Department of Corrections, the Department of Community Supervision, the State Board of Pardons and Paroles, or the Board.
 - b. **Fiscal Audit.** Contractor may be requested by the County or the Court to audit its records and books pertaining to the services rendered to the Court. A written copy of this audit shall be provided to the Court and the County within 3 months of the close of the audit.
- E. **Conflicts of Interest per O.C.G.A. 42-8-109**
 - a. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall engage in any other employment, business, or activity which interferes or conflicts with the duties and responsibilities under contracts authorized in this article.
 - b. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall own, operate, have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services.
 - c. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program which a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs. Any person violating this paragraph shall be guilty of a misdemeanor.
- F. **Scope of Services to Probationers by Contractor.** Contractor shall provide the following services:
 - a. **Court Attendance and Probationer Case History.** During all court sessions, Contractor shall make available an intake officer or probation officer to interview each probationer to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court's ordered conditions of probation. At orientation, the intake or probation officer shall provide a list of all service fees to the probationer.

- b. Supervision. Contractor shall monitor and supervise probationers to ensure compliance with the Court's order of probation. Contractor shall make a supervision assessment of the offender and determine the probationer's reporting schedule.
- c. Restitution, Fine, Statutory Surcharges, and Fee Collection. Contractor shall collect restitution, fines, statutory surcharges, probation supervision fees, class and rehabilitation fees, drug and alcohol testing fees as ordered by the Court. Contractor shall provide an itemized bill prepared in accordance with accepted accounting practices for each month for each.
 - i. Indigent Probationers. Offenders determined by the Court to be indigent in accordance with O.C.G.A. 42-8-1025 shall be supervised at no cost to the probationer, the Court, or the County.
 - ii. Contractual Split of Payments. Each payment received from the probationer, if paid by the monthly schedule set forth by the probation officer on the initial first appointment, shall be applied according to the restitution, fines, statutory surcharges, court costs, and class and rehabilitation fees, drug and alcohol testing fees as ordered by the Court.
 - iii. Pay Only Probation. Offenders who are placed on probation sentences as outlined in O. C.G.A. 42-8-103 shall pay only three (3) months of probation fees regardless of the number of concurrent or consecutive cases. Fees and cases shall be terminated when paid in full unless the Court so modifies the sentence.
 - iv. Consecutive cases. Consecutive misdemeanor sentences shall be supervised in accordance with O.C.G.A. 42-8-103.1.
 - 1. Each payment, if said payment should be less than the amount specified by the probation officer on the initial first appointment, received from the probationer, excepting intensive testing, pay-only cases, and class and rehabilitative fees below, shall be split for the Court as payment for restitution, fine, statutory surcharges as seventy percent (70%) and the Contractor as payment for probation supervision fees, class and rehabilitative fees, drug and as thirty percent (30%).
 - 2. Payment for Intensive Drug and Alcohol Testing. For probationers ordered by the Court to intensive drug and alcohol testing, the probationer will be required to pay for the drug and alcohol testing as set in the schedule of fees as the tests are rendered. This payment shall be one payment not subject to the contractual split of payments. The Contractor shall make every effort to keep the probationer in compliance with normal monthly payments towards restitution, fine, and statutory surcharges.
 - 3. Payment for Class and Rehabilitative Fees. For probationers ordered by the Court to class and rehabilitative courses and required to pay them as set by the schedule of fees, the probationer will be required to pay for the class and rehabilitative courses as rendered and this payment shall a second payment not subject to the contractual split of payments. The Contractor shall make every effort to keep the probationer in compliance with normal monthly payments towards restitution, fine, and statutory surcharges.
 - 4. In no instance or under any circumstances will any court monies be moved or transferred from the Court's account to supervision fees without express permission and a corresponding order from the Court.

5. In no instance will any probation fees or drug and alcohol testing fees be collected by the Contractor in advance of the supervision services or drug and alcohol testing fees it provides.
- d. Community Service. Contractor shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. The court may convert fines, statutory surcharges, and probation supervision fees to community service on the same basis as it allows a defendant to pay a fine through community service as set forth in subsection (d) of O.C.G.A. 17-10-1. Contractor will maintain records of service participation.
 - i. Rate of Conversion. The current rate of community service conversion for fines, statutory surcharges, and probation supervision fees is \$10.00 per hour. The Court may amend this provision with an order from the Court. The minimum rate shall be Federal minimum wage or \$10.00 per hour, whichever is higher after this Agreement is signed.
 - ii. Location of Community Service. For probationers assigned to community service for court ordered hours or for conversion of fines, statutory surcharges, and supervision fees, the probation officer will instruct the probationer to complete said hours in Fayette County, Georgia. If a probationer is unable to comply, then the probation officer will require twenty (20) hours of community service to be done in Fayette County, Georgia and then may transfer the remaining hours to a local community service organization to the probationer, if approved by the probation supervising officer. In the event a probationer cannot travel to Fayette County, Georgia for community service obligations, then the probation supervising officer may request the Court a full transfer of community service obligations. The Court, in its discretion, may assent or refuse such requests.
 - e. Employment Assistance. Contractor shall prepare referrals and lend reasonable assistance to probationers to the extent ordered by the Court or to the extent available for probationers desiring employment assistance or counseling.
 - f. Drug and Alcohol Testing. Contractor shall not use drug and alcohol screening devices. Contractor shall use drug and alcohol tests. Contractor shall conduct drug and alcohol testing as determined necessary by the Court. The probationer shall be responsible for the costs of all drug and alcohol testing.
 - i. Intensive Drug and Alcohol Testing. For intensive testing as set by the Court, the probationer shall pay for drug and alcohol testing weekly as set by the schedule of fees.
 - g. Substance Abuse and Mental Health Evaluations and Rehabilitative Services. Contractor shall coordinate with local authorities and facilities for the evaluation and assessment of probationers for drug and alcohol rehabilitation services, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance.
 - h. Electronic Monitoring. Contractor when so ordered by the Court shall provide to the probationer a list of third party electronic monitoring or house arrest providers for the monitoring of said probationers.
 - i. Reports of Violations of Probation and Revocation Procedures. Contractor shall recommend revocation of probation whenever the probationers have failed substantially to comply with the terms and conditions of probation. The Court shall provide Contractor with direction of what constitutes a substantial failure to comply with probation terms and conditions. Contractor shall prepare probation violation

warrants, orders, and revocation hearings for submission to the Court. Contractor shall have probation officers available to testify at probation revocation hearings, sentencing hearings, and other such hearings as deemed reasonable and necessary by the Court. Minor violations of probation, although not cause for revocation, shall be included in regular reports made to the Court if requested under this Agreement. The Court shall provide Contractor direction as to what curative measures should be taken in the case of minor violations.

- i. The supervising probation officer will instruct the probationer how to comply with the Court's ruling in reference to sentencing or revocation of probation.
- j. Pre-sentence Investigations. When directed by the Court, Contractor shall conduct pre-sentence investigations for the Court as requested. A written report shall be prepared and delivered to the Court. A pre-sentence investigation shall include: 1) a report on the circumstances of the offense, 2) a social and family background examination, 3) a criminal history check through the Georgia Crime Information Center and the National Crime Information Center, and 4) a report of current circumstances and conditions of the defendant. The cost for pre-sentence investigations will be \$100 per report to be paid by the Court to the Contractor.
- k. The Contractor may recommend as set forth in O.C.G.A. 42-8-103.1. (a) & (b) to the Court early termination or non-reporting probation. A probationer will not be assessed probation supervision fees if such a request is granted by the Court.

Obligations of the Court or Governing Authority

In consideration for the services of Judicial Correction Services, the Contractor, the Fayette County Magistrate Court of Georgia, the Court, shall provide the following:

- G. For regular probation supervision according to the order of the Court, probationer shall pay a fee of \$35 per month.
- H. For intensive probation supervision according to the order of the Court, probationer shall pay a fee of \$50 per month.
- I. Contractor shall collect such probation fee for each month or portion of a month a probationer is under probation supervision. During the term of the Agreement and the Contractor's satisfactory performance, the Court shall refer all probationers to serve time on probation to the Contractor for purposes of probation supervision services.
- J. Probation Fee. The Court shall make payment of the probation fee as listed in this agreement a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court determines the probationer to be indigent. The Court shall not be liable for payment of any supervision fee or any program fee of a probationer.
- ~~K. Pre-Sentencing Investigations. When ordered by the Court, Contractor shall provide a pre-sentence investigation report and Court shall pay to the Contractor \$100 for each report.~~
- ~~L. Access to Criminal Histories. The Court shall assist the Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for Contractor to conduct pre-sentence investigations as may be requested.~~
- M. Notice of Court Sessions. The Court shall provide the Contractor notice of the current yearly schedule of court sessions by December 21st of the previous year. The Court shall provide the Contractor a general court calendar or notice of changes in the schedule of court sessions by 5 PM of the previous day.

NA
NA
Magistrate
Court

- N. Court Facilities. The Court and the Clerk shall provide to the Contractor an area, as available, for the purpose of conducting initial interviews and orientation with the probationer on the day of sentencing.
- O. Period of Service. The services to be performed under this Contract shall commence on January 1, 2020. The initial term of this Contract shall be through December 31, 2020. This Contract shall terminate absolutely and without further obligation on the part of the County on December 31 of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract. This Contract may be automatically renewed on an annual basis for four (4) additional twelve-month terms, for a total lifetime Contract term of five (5) years, upon the same terms and conditions as provided for in this Contract, unless previously terminated. This Contract will terminate on December 31, 2024. The County shall have the option to renew the contract for five (5) additional one-year intervals provided that the service is satisfactory, both parties are willing to renew, and the renewal is approved with the written consent of the County. Either party may terminate this Agreement upon thirty (30) days written notice. The Court or the County may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of voluntary or involuntary case in bankruptcy. Within sixty (60) working days of termination, Contractor shall peacefully surrender to the Court all records and documents generated by the Contractor in connection with this Agreement and the services thereunder and any equipment or supplies assigned to the Contractor by the Court. Contractor shall turn over to the Clerk any monies collected or received less supervision fees validly incurred and duly owing to the Contractor through the termination date. Any restitution, fines, statutory surcharges, or court costs received by the Contractors from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk, other than fees earned by the Contractor. The Court shall provide the Contractor receipt for all property surrendered under this provision.

Indemnity, Insurance, and Bonding Obligations of Contractor

- P. Insurance and Bond. Upon registration application to operate a private probation entity, the Contractor must include written evidence of general liability insurance coverage of at least one million (\$1,000,000). This insurance must be maintained at all times while providing services.
- Q. Bonding. The Contractor shall include written evidence of bonding coverage of at least twenty-five thousand (\$25,000).
- R. Indemnification. Neither the Court nor the County shall be liable to the Contractor nor to anyone who may claim a right resulting from any relationship with Contractor, for any acts of the Contractor, its employees, agents, or participants in the performance of services conducted on the property of the County. Contractor shall indemnify and hold harmless the Court and County from any claims, demands, actions, proceedings, expenses, damages, liabilities, or losses (including but not limited to attorney's fees and court costs) and any causes of action arising from any acts or omissions arising out of or in connection with the services performed by the Contractor or its employees and agents under the terms of this Agreement.

Representations and Warranties of Contractor

- S. Deficiency in Service by Contractor. In the event that the Court and County determines that there are deficiencies in the services provided by the Contractor hereunder, the Court and the County may terminate this Agreement in accordance with item O or notify the Contractor in writing as to the exact nature of such deficiency. Within sixty (60) days of receipt of such notice,

the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the company fails to cure or take reasonable steps to cure the deficiencies to the Court and County satisfaction, then either may declare the Contractor in default and may terminate this Agreement.

- T. Time is of the Essence of this Agreement.
- U. Compliance with the Law. The Contractor shall comply with all federal, state, and local laws statutes, regulations, and ordinances arising out of or in connection with the performance of its services pursuant to this Agreement.
- V. Independent Contractor. Contractor is an independent contractor and is not an agent, joint venture, or other affiliate of the Court or County in any way. Contractor shall use its own employees and agents to perform this Agreement. It is agreed that the Contractor is solely responsible for all payment of federal, state, and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation thereof. The Contractor agrees to indemnify and hold harmless the Court and the County from and against any and all federal, state, or local tax liability or penalties that may arise from the payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or the County.
- W. Entire Agreement. This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by all parties to include the Court, the County, and the Contractor.
- X. Binding Agreement. This Contract shall be binding on any successor to the undersigned official of the County or Courts. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any City, State, or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.
- Y. Subcontractors. The Contractor may not delegate, assign, or subcontract any obligation, excepting drug and alcohol testing and electronic monitoring mentioned above, of the Contractor's performance under the Agreement and may not assign any right under this Agreement, in either case without the Court's approval. The Court has discretion in this regard and this discretion shall be absolute. Any notices made in accordance with this Agreement except as otherwise set out in item M, shall be in writing and shall be made in person, by registered mail, or certified mail, return receipt requested, to the Contractors.

In witness whereof, the parties here to have executed this agreement on the 28 day of December, 20 20.

With the approval and the consent of Robert Ruppenthal, Judge of the Magistrate Court of Fayette County, Georgia

Consented to by: [Signature] Not binding on the County, but for consideration by the Fayette County Board of Commissioners IF a contract should be entered between the County and Contractor

Chairman of the Fayette County Commission

[Signature]

Director or Designee of Judicial Correction Services, LLC

[Signature]

Exhibit A
Schedule of Fees

List of fees and the amount to be collected:

1. Probation Supervision Fee: \$35 per month
2. Intensive Probation Supervision Fee: \$50 per month
3. Start Up Fee: \$15 per case
4. Victim Impact Panel Class Fee: \$15
5. Me & My Driving Class: \$65
6. Restorative Justice: \$65
7. Anger Management: \$25 per book and \$200 total for the class
8. Moral Recognition Training: \$25 per book and \$200 total for the class
9. Family Violence Intervention Program: \$25 per book, \$25 per assessment, \$20 fee paid to Promise Place and \$20 fee paid to Georgia Commission on Family Violence, \$25 per class
10. 5 panel drug test: \$25 per test
11. ETG alcohol test: \$35 per test
12. Comprehensive test: \$75 per test
13. Test Retest: \$75 per retest
14. Confirmatory test by independent laboratory: \$40 per test
15. On Site Alcohol Test (Alcoholawak): \$10.00 per test
16. On Site Laboratory Test and Confirmation: \$50.00 per test
17. Pre-trial diversion supervision: \$45 per month

State of Georgia
County of Fayette

**AMENDMENT TO THE PROBATION SERVICES AGREEMENT
BY AND BETWEEN FAYETTE COUNTY, GEORGIA
AND JUDICIAL CORRECTION SERVICES, LLC (JCS)**

WHEREAS, Fayette County and JCS have previously entered into a Probation Services Agreement pursuant to which the County has retained JCS to coordinate and provide certain probation services to the Fayette County Magistrate Court; and

WHEREAS, Fayette County and JCS desire to amend the terms of said Agreement;

WHEREAS, the Agreement between Fayette County and JCS contemplates renewal as outlined below:

"The County shall have the option to renew the contract for five (5) additional one-year intervals provided that the service is satisfactory, both parties are willing to renew, and the renewal is approved with the written consent of the County."

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Fayette County and JCS do hereby enter into this Amendment of said Agreement and hereby incorporate this Amendment into said Agreement:

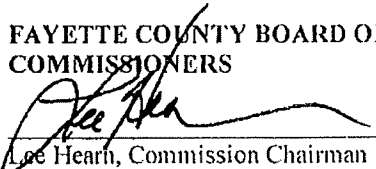
RENEWAL OF THE PERIOD OF SERVICE

This Amendment shall serve as a renewal of the period of service contemplated by the original Agreement as follows:

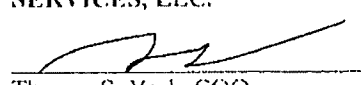
The Agreement shall be renewed for a period of one year beginning January 1, 2025 and terminating December 31, 2025.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment this 12th day of December, 2024.

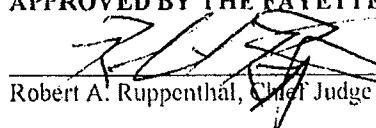
FAYETTE COUNTY BOARD OF
COMMISSIONERS


Lee Hearn, Commission Chairman

JUDICIAL CORRECTION
SERVICES, LLC.


Thomas S. York, COO

APPROVED BY THE FAYETTE COUNTY MAGISTRATE COURT:


Robert A. Ruppenthal, Chief Judge

For Magistrate Court
Not binding on the County, but
for consideration by the
Fayette County Board of Commissioners
if a contract should be entered
between the County and Contractors

**State of Georgia
County of Fayette**

**SECOND AMENDMENT TO THE PROBATION SERVICES AGREEMENT
BY AND BETWEEN FAYETTE COUNTY, GEORGIA
AND JUDICIAL CORRECTION SERVICES, LLC (JCS)**

WHEREAS, Fayette County and JCS have previously entered into a Probation Services Agreement pursuant to which the County has retained JCS to coordinate and provide certain probation services to the Fayette County Magistrate Court; and

WHEREAS, Fayette County and JCS desire to amend the terms of said Agreement;

WHEREAS, the Agreement between Fayette County and JCS contemplates renewal as outlined below:

“The County shall have the option to renew the contract for five (5) additional one-year intervals provided that the service is satisfactory, both parties are willing to renew, and the renewal is approved with the written consent of the County.”

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Fayette County and JCS do hereby enter into this Amendment of said Agreement and hereby incorporate this Amendment into said Agreement:

RENEWAL OF THE PERIOD OF SERVICE

This Amendment shall serve as a renewal of the period of service contemplated by the original Agreement as follows:

The Agreement shall be renewed for a period of one year beginning January 1, 2026 and terminating December 31, 2026.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment this _____ day of _____, 20____.

**FAYETTE COUNTY BOARD OF
COMMISSIONERS**

**JUDICIAL CORRECTION
SERVICES, LLC.**

Lee Hearn, Commission Chairman

Thomas S. York, COO

APPROVED BY THE FAYETTE COUNTY MAGISTRATE COURT:

Christy A. Dunkelberger, Chief Judge

COUNTY AGENDA REQUEST

Page 97 of 370

Department: Environmental Mgt/2017 SPLOST

Presenter(s): Bryan Keller, Director

Meeting Date: Thursday, October 23, 2025

Type of Request: Consent #10

Wording for the Agenda:

Approval of staff to acquire all fee simple right-of-way, easements, and appraisals for the proposed 2017 SPLOST; Stormwater Category II, Tier II Project 250 Greenfield Circle Culvert Replacement (24SAD).

Background/History/Details:

This project consists of the removal of the existing deteriorated double 36-inch diameter Corrugated Metal Pipe (CMP) beneath Greenfield Circle. The failing system will be replaced with a 7-foot by 6-foot Concrete Box Culvert.

The agenda item helps provide the appropriate basis from which the land acquisition activities can be concluded.

What action are you seeking from the Board of Commissioners?

Approval of staff to acquire all fee simple right-of-way, easements, and appraisals for the proposed 2017 SPLOST; Stormwater Category II, Tier II Project 250 Greenfield Circle Culvert Replacement (24SAD).

If this item requires funding, please describe:

Funding is available from the 2017 SPLOST, Stormwater Category II, Tier II Project 250 Greenfield Circle Culvert Replacement (24SAD) account 322 40320.

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

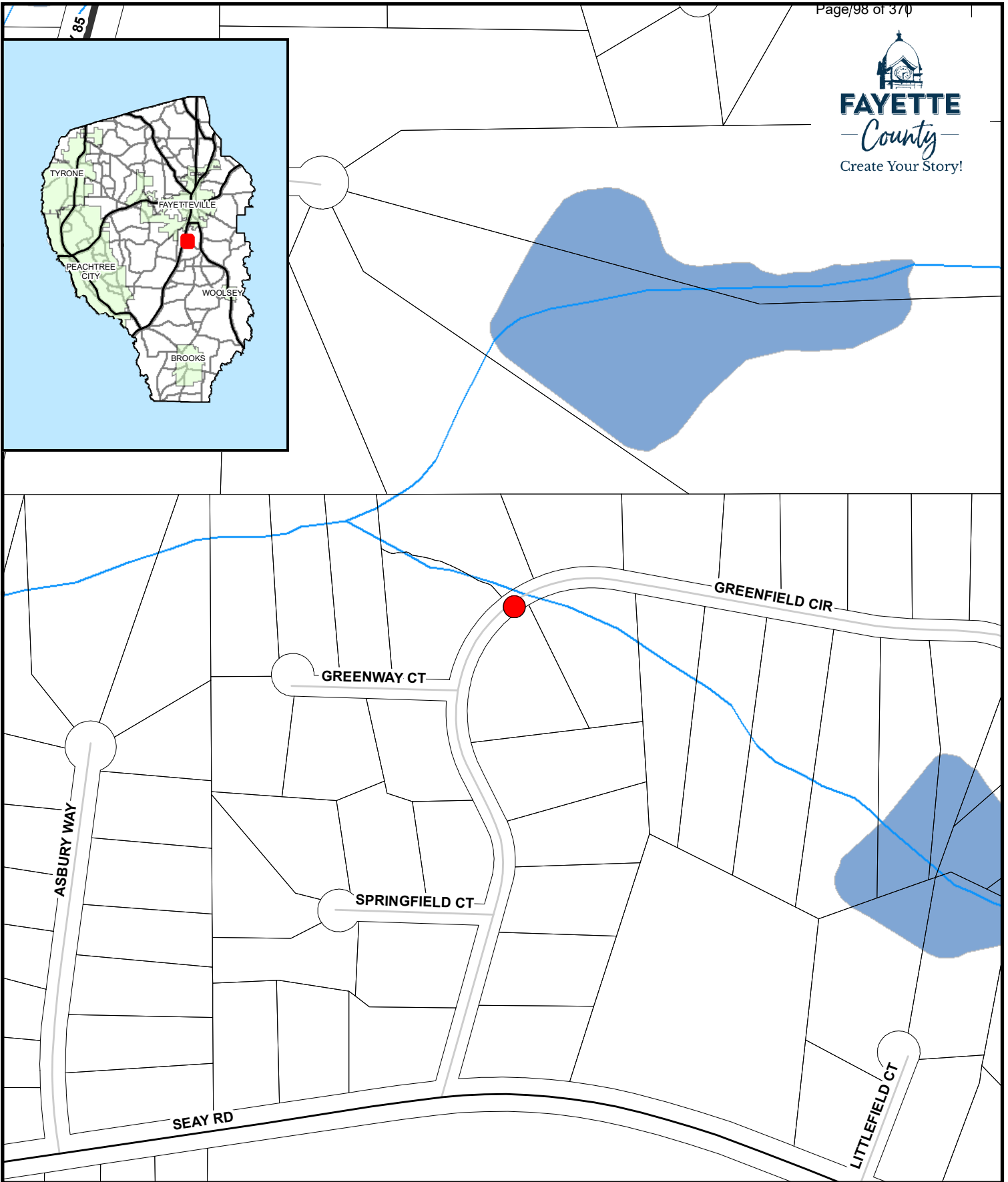
Not Applicable

County Clerk's Approval

Yes

Administrator's Approval

Staff Notes:



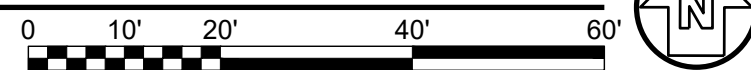
24SAD- 250 GREENFIELD CIRCLE VICINITY MAP

 Project Location



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.

	PARCEL 1 TEMPORARY EASEMENT
	PARCEL 1 PERMANENT EASEMENT
	PARCEL 2 TEMPORARY EASEMENT
	PARCEL 2 PERMANENT EASEMENT
	PARCEL 3 TEMPORARY EASEMENT



COUNTY AGENDA REQUEST

Page 100 of 370

Department:

Presenter(s):

Meeting Date:

Type of Request: #11

Wording for the Agenda:

Approval of a Deed of Easement Agreement between Peachtree City, Georgia (1501 Georgian Park), LLC and Fayette County, Georgia for the purpose of acquiring easement area with an existing water line crossing the southeast corner of said property.

Background/History/Details:

A 20' section of water main along Georgian Park extends onto private property for approximately 20 feet beyond the right-of-way.

A Deed of Easement agreement between Peachtree City, Georgia (1501 Georgian Park), LLC and Fayette County, Georgia has been prepared and executed by Peachtree City, Georgia (1501 Georgian Park), LLC to provide access to the water main for the Fayette County Water System.

What action are you seeking from the Board of Commissioners?

Approval of a Deed of Easement Agreement between Peachtree City, Georgia (1501 Georgian Park), LLC and Fayette County, Georgia for the purpose of acquiring easement area with an existing water line crossing the southeast corner of said property.

If this item requires funding, please describe:

No funding is required.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

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

DEED OF EASEMENT

THIS DEED OF EASEMENT (this "**Agreement**") is made as of the _____ day of _____, 2025, by and between **PEACHTREE CITY, GA (1501 GEORGIAN PARK) LLC**, an Illinois limited liability company ("**Grantor**") and **FAYETTE COUNTY**, a political subdivision of the State of Georgia ("**Grantee**"). Grantor and Grantee are sometimes individually referred to herein as a "**Party**" or collectively as the "**Parties**."

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property located in Peachtree City, Fayette County, Georgia, legally described on Exhibit A, attached hereto and incorporated herein (the "**Grantor Parcel**"); and

WHEREAS, Grantee desires an easement from Grantor as legally described on Exhibit B and depicted on Exhibit C attached hereto and incorporated herein (the "**Easement Area**"), for an existing water line crossing the southeast corner of the Grantor Property in the location shown on Exhibit C (the "**Existing Water Line**"); and

WHEREAS, Grantor desires to grant said easement to Grantee.

NOW, THEREFORE, in consideration of the sum of ONE and 00/100 DOLLAR (\$1.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey unto Grantee, the easement as follows, subject to all reservations, leases, licenses, easements, restrictions, covenants, encumbrances and other matters of record:

1. Recitals. The recitals set forth above are hereby adopted and incorporated herein and made a part of this Agreement.

2. Easement. Grantor hereby grants and conveys to Grantee a non-exclusive, perpetual easement (the "**Easement**") over the Easement Area for the purpose of the maintenance, repair, replacement and removal of the Existing Water Line and any existing related equipment (collectively, the "**Water Line Facilities**"), subject to the terms and conditions set forth in this Agreement.

3. Duration. The Easement granted herein is appurtenant to and shall run with title to the Grantor Parcel and is perpetual.

4. Private Use. Nothing contained in this Agreement shall ever be deemed to create a gift or dedication of all or any portion of the Grantor Parcel to the general public or for any public use or public purpose whatsoever. Grantee acknowledges that Grantor shall have the right to install, maintain, repair, replace and remove improvements in the Easement Area, including but not limited to an asphalt golf cart path, an electric line and related improvements and appurtenances, so long as: (i) Grantor shall not erect or construct or cause to be erected or constructed any building, structure or similar improvement limiting access to or within the limits of the Easement Area; (ii) Grantor shall not install any physical

August 8, 2025

encroachments or obstacles within the Easement Area that will materially impair Grantee's maintenance and operation of the Water Line Facilities.

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

6. Indemnification. To the extent permitted by Georgia law, Grantee shall indemnify, hold harmless and defend Grantor, its mortgagee, general partner, limited partner, members, managers, employees, agents, contractors, invitees, officers, directors, lessees, affiliates and subsidiaries from and against any and all claims, actions, damages, liabilities and expenses, including reasonable attorneys' and other professional fees, in connection with any property damage or personal injury, arising from or out of the exercise of the rights granted under this Agreement, including without limitation, the installation, operation, maintenance, repair, replacement or removal by Grantee its employees, agents, contractors and subcontractors, of the Water Line Facilities, except to the extent that any such claims, actions, damages, liabilities, expenses or damage arise out of the negligence or willful misconduct caused by Grantor, its employees, agents, contractors, invitees, officers, directors, affiliates or subsidiaries. The terms and conditions of this Section shall survive the expiration or earlier termination of this Agreement.

7. Notices. Any notice given under this Agreement must be in writing and will be deemed to have been delivered: (a) upon receipt or refusal of delivery, when delivered personally; (b) the day deposited with the U.S. Postal Service, when sent by certified or registered mail, postage prepaid, return receipt requested; or (c) the day deposited with a nationally recognized overnight courier service such as Federal Express, when sent next business day delivery to a U.S. address.

To Grantee: Fayette County Water System Development
245 McDonough Road
Fayetteville, Georgia 30214
Attn: Terry Boggs

To Grantor: PEACHTREE CITY, GA (1501 GEORGIAN PARK) LLC
c/o InSite Real Estate, L.L.C.
1400 16th Street, Suite 300
Oak Brook, Illinois 60521
Attention: Chief Legal Officer

With a copy to:

PEACHTREE CITY, GA (1501 GEORGIAN PARK) LLC
c/o InSite Real Estate, L.L.C.
1400 16th Street, Suite 300
Oak Brook, Illinois 60521
Attention: Property Management (Retail)

Any Party shall have the right from time to time and at any time, upon at least ten (10) days' prior written notice thereof in accordance with provisions hereof, to change its respective address and to specify any other address; provided, however, notwithstanding anything herein contained to the contrary, in order for the notice of address change to be effective it must actually be received.

August 8, 2025

8. Entire Agreement. Grantor and Grantee agree that this Agreement contains all of the agreements, promises and understandings between the Parties. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by all of the Parties herein.

9. Separability. If any provision of this Agreement is hereafter expressly declared by a court of proper jurisdiction to be invalid or unenforceable, such provision shall be cancelled and severed from this Agreement and the other provisions of this Agreement shall continue in full force and effect.

10. Amendment; Modification. This Agreement may be amended by the written consent and mutual agreement of the Parties herein. Any such modification or amendment shall be effective when duly recorded with the Fayette County, Georgia Recorder's Office.

11. Authority. Each signatory hereto hereby warrants to the other Party that the individual has the authority to execute this Agreement for and on behalf of the entity for which it purports to act.

12. Counterparts. This Agreement may be executed in counterparts, each of which will constitute an original, but all of which, when taken together, shall constitute one Agreement.

13. Governing Law. This Agreement and all the provisions hereof shall be governed by and construed in accordance with the laws of the State of Georgia.

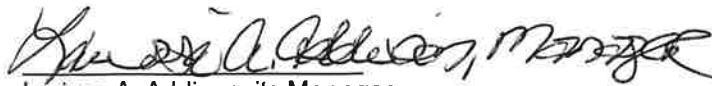
[END OF TEXT – EXECUTION PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands and seals, or if corporate, have caused this document to be executed by their duly authorized officers and their seal to be hereunto affixed, as of this day and the year first above written.

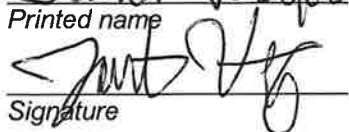
GRANTOR:

PEACHTREE CITY, GA (1501 GEORGIAN PARK) LLC,
an Illinois limited liability company

By:


Larissa A. Addison, its Manager

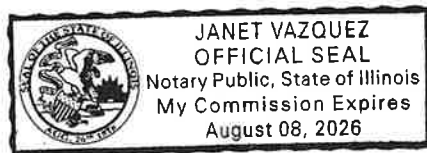
NOTARY:

Janet Vazquez
Printed name

Signature

My Commission expires:

8/8/26

NOTARY SEAL



Signed, sealed and delivered,
In the presence of

BY: 
Witness/Officer Title
Kevin Nieland, Senior Counsel

August 8, 2025

GRANTEE:

FAYETTE COUNTY,
a political subdivision of the State of Georgia

By: _____
Printed Name

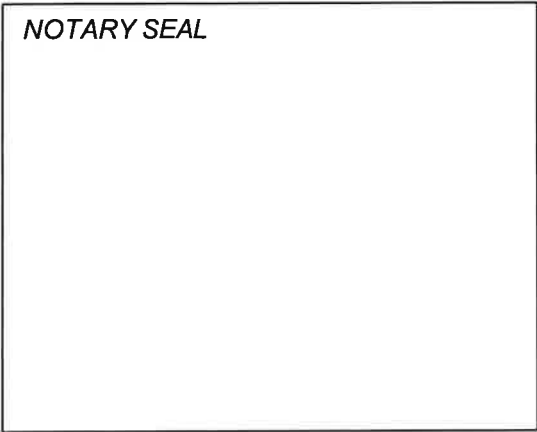
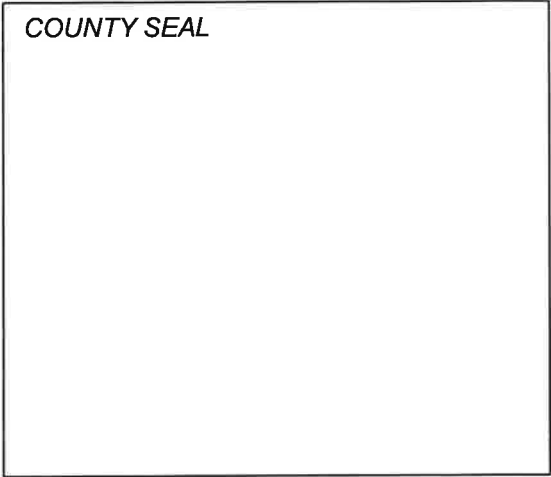
Signature

NOTARY:

Printed name

Signature

My Commission expires:



Signed, sealed and delivered,
In the presence of

Witness/Fayette County Clerk

(COUNTY SEAL)

EXHIBIT A**Legal Description of Grantor Parcel**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 134 OF THE 7TH LAND DISTRICT OF PEACHTREE CITY, FAYETTE COUNTY, GEORGIA; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO ARRIVE AT THE TRUE POINT OF BEGINNING, COMMENCE AT THE INTERSECTION FORMED BY THE TRUNCATED RIGHT OF WAY OF GEORGIAN PARK (130 FOOT RIGHT OF WAY) AND REGIONS PARK (100 FOOT RIGHT OF WAY) AS SHOWN ON SURVEY AS POC; THENCE NORTH 39 DEGREES 46 MINUTES 20 SECONDS WEST A DISTANCE OF 132.01 FEET TO THE TRUE POINT OF BEGINNING AS SHOWN ON SURVEY AS POB. THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 885.00 FEET, A DELTA OF 13 DEGREES 47 MINUTES 16 SECONDS AN ARC LENGTH OF 212.97 FEET, AND A CHORD WHICH BEARS SOUTH 67 DEGREES 51 MINUTES 44 SECONDS WEST HAVING A CHORD DISTANCE OF 212.45 FEET TO A ONE INCH OPEN TOP PIPE FOUND; THENCE SOUTH 74 DEGREES 45 MINUTES 12 SECONDS WEST A DISTANCE OF 66.01 FEET TO A 1/2 INCH RE-BAR FOUND; THENCE NORTH 15 DEGREES 14 MINUTES 45 SECONDS WEST A DISTANCE OF 250.00 FEET TO A 1/5 INCH RE-BAR FOUND; THENCE NORTH 74 DEGREES 45 MINUTES 17 SECONDS EAST A DISTANCE OF 203.99 FEET TO A 1/2 INCH RE- BAR SET; THENCE SOUTH 33 DEGREES 14 MINUTES 43 SECONDS EAST A DISTANCE OF 236.05 FEET TO A MARK SET ON TOP OF A CONCRETE WATER VALVE MARKER AND THE TRUE POINT OF BEGINNING AND CONTAINING 59,263 SQUARE FEET OR 1.360 ACRES OF LAND MORE OR LESS; ACCORDING TO THAT CERTAIN SURVEY FOR DMD REAL ESTATE PARTNERS, LLC, PREPARED BY WELBORN LAND SURVEYING, INC., MARK R. WELBORN GA R.L.S. #2711, DATED 11/24/04.

As surveyed as:

Commencing at the northwesterly end of the mitered right-of-way intersection between the southerly right-of-way of Georgian Park (130-foot right-of-way) and the westerly right-of-way of Regents Park (100-foot right-of-way), thence departing said right-of-way along a Tie Line North 26 degrees 10 minutes 13 seconds West, a distance of 130.13 feet to a concrete monument found on the northerly right-of-way of said Georgian Park at the common line between Outlot 10 of Kedron Village Shopping Center (on the West) and the Peachtree City Tract (Plat Book 41, Page 164)(on the East), said point having Georgia State Plane Coordinate values Northing: 1,249,994.23; Easting: 2,167,685.81 and being the POINT OF BEGINNING; Thence continuing with said northerly right-of-way of said Georgian Park along a curve to the right having an arc length of 212.96 feet, with a radius of 885.00 feet, being subtended by a chord bearing of South 67 degrees 47 minutes 50 seconds West, for a distance of 212.45 feet to a 1-inch open top pipe found; Thence South 74 degrees 37 minutes 09 seconds West, a distance of 65.92 feet to a 1/2-inch rebar found; Thence departing said right-of-way North 15 degrees 17 minutes 49 seconds West, a distance of 250.03 feet to a 1/2-inch rebar found; Thence North 74 degrees 44 minutes 03 seconds East, a distance of 162.81 feet to a 5/8-inch rebar found; Thence North 74 degrees 29 minutes 35 seconds East, a distance of 40.95 feet to a 1/2-inch rebar found; Thence South 33 degrees 19 minutes 52 seconds East, a distance of 236.05 feet to a concrete monument found, which is the POINT OF BEGINNING.

EXHIBIT B

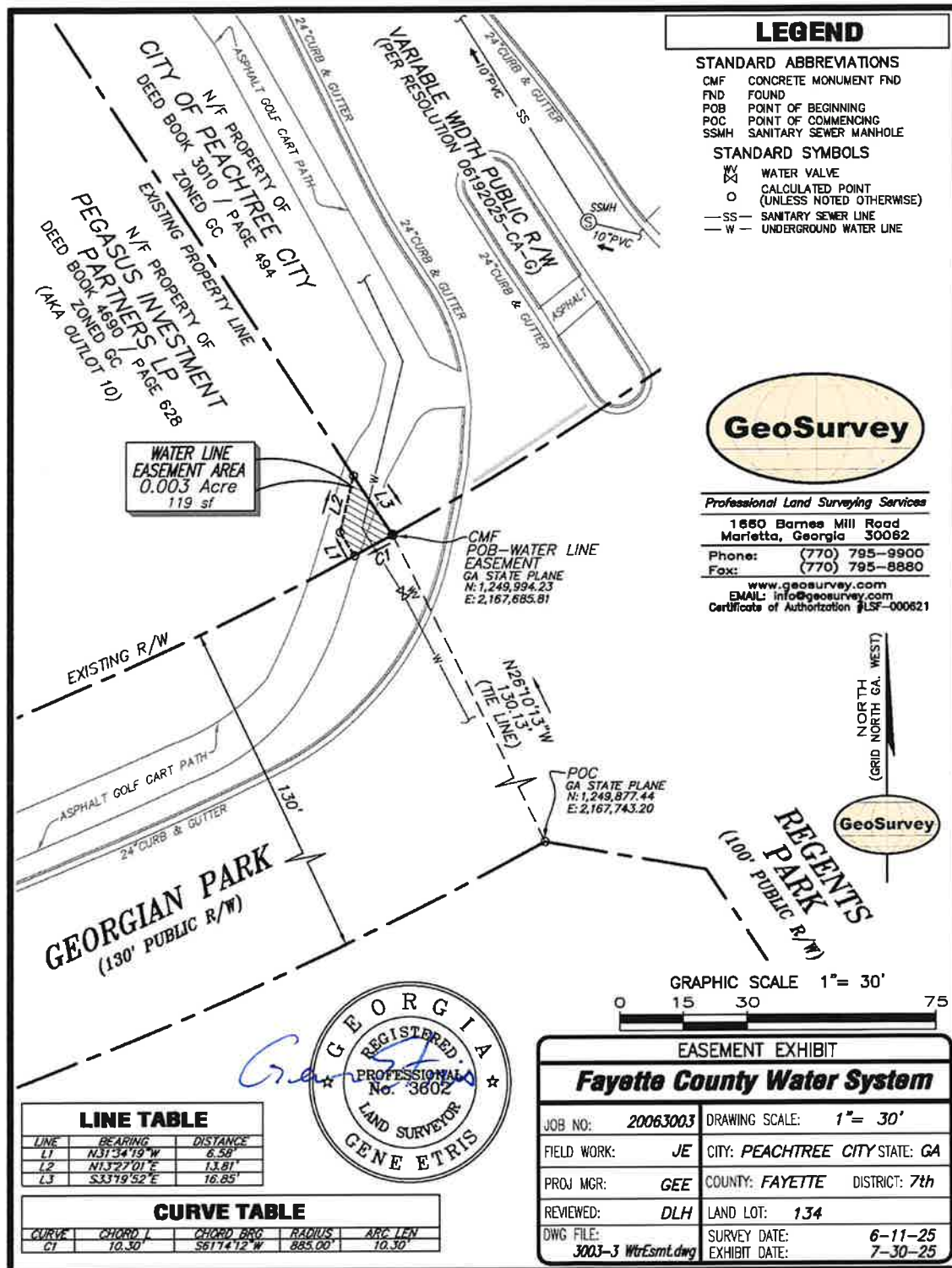
Legal Description of Easement Area

All that tract or parcel of land lying and being in Land Lot 134 of the 7th District, of Fayette County, City of Peachtree City, Georgia, and being more particularly described as follows:

Commencing at the northwesterly end of the mitered right-of-way intersection between the southerly right-of-way of Georgian Park (130-foot right-of-way) and the westerly right-of-way of Regents Park (100-foot right-of-way), thence departing said right-of-way along a Tie Line North 26 degrees 10 minutes 13 seconds West, a distance of 130.13 feet to a concrete monument found on the northerly right-of-way of said Georgian Park at the common line between Outlot 10 of Kedron Village Shopping Center (on the West) and the Peachtree City Tract (Plat Book 41, Page 164)(on the East), said point having Georgia State Plane Coordinate values Northing: 1,249,994.23; Easting: 2,167,685.81 and being the **POINT OF BEGINNING**; Thence continuing with said northerly right-of-way of said Georgian Park along a curve to the right having an arc length of 10.30 feet, with a radius of 885.00 feet, being subtended by a chord bearing of South 61 degrees 14 minutes 12 seconds West, for a distance of 10.30 feet to a point; Thence departing said right-of-way North 31 degrees 34 minutes 19 seconds West, a distance of 6.58 feet to a point; Thence North 13 degrees 27 minutes 01 seconds East, a distance of 13.81 feet to a point; Thence South 33 degrees 19 minutes 52 seconds East, a distance of 16.85 feet to a point, which is the **POINT OF BEGINNING**.

Said tract or parcel of land contains 0.003 Acres (119 Square Feet).

August 8, 2025

EXHIBIT C**Depiction of Easement Area**

August 8, 2025

COUNTY AGENDA REQUEST

Page 109 of 370

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval to accept a Water Line Easement Agreement between QTS Fayetteville I, LLC and Fayette County, Georgia for the purpose of granting non-exclusive easement to Fayette County, Georgia.

Background/History/Details:

Water system infrastructure along Flat Creek Trail, serving the QTS Data Center, extends onto private property for 52 feet beyond the right-of-way. This infrastructure includes four utility vaults, a hydrant and the water line that serves them.

A Water Line Easement agreement between QTS Fayetteville I, LLC and Fayette County, Georgia was recorded on August 11, 2025 to provide access to the infrastructure for the Fayette County Water System. This request is to accept the easement.

What action are you seeking from the Board of Commissioners?

Approval to accept a Water Line Easement Agreement between QTS Fayetteville I, LLC and Fayette County, Georgia for the purpose of granting non-exclusive easement to Fayette County, Georgia.

If this item requires funding, please describe:

No funding is required.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

BK 5860 PG 448 - 456

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

WATER LINE EASEMENT

GEORGIA, FAYETTE COUNTY

Affecting a part of Tax
Parcel #0713020

THIS WATER LINE EASEMENT (this "**Easement**") is made this 7th day of August, 2025, by QTS FAYETTEVILLE I, LLC, a Delaware limited liability company, as grantor hereunder ("**Grantor**"), to FAYETTE COUNTY, GEORGIA, a political subdivision of the State of Georgia ("**Grantee**").

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

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

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

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

The Water Line Facilities located within the Easement Area shall be owned and maintained by Grantee at Grantee's sole cost and expense.

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

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

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

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

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

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

(Signature Page to Follow)

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

GRANTOR:

QTS FAYETTEVILLE I, LLC, a Delaware limited liability company

Signed, sealed and delivered this
7th day of August,
2025, in the presence of:

Shelagh L. Montgomery
Witness
Name: Shelagh L. Montgomery
Title: Chief People Officer

Nancy Reddell Herrera
Notary Public

By: [Signature]
Name: Adam G. Haubenreich
Title: General Counsel, Vice President and Secretary

[NOTARY SEAL]

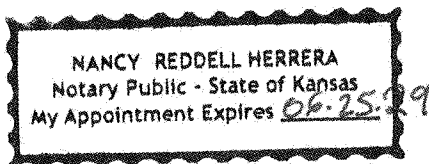


EXHIBIT A
Legal Description of the Grantor Property

Lot 4 shown on a plat entitled "MINOR FINAL PLAT FOR QTS FAYETTEVILLE I, LLC", and recorded in Plat Book 101, Pages 656-658 among the Land Records of Fayette County, Georgia.

EXHIBIT B
Legal Description of the Water Line Easement Area

52' Water Easement
 QTS Fayetteville I, LLC Property
 Seventh District, Fayette County, Georgia

All that tract or parcel of land lying and being located in Land Lot 42 of the 7th District of Fayette County, located within the City Limits of Fayetteville, Georgia and being a portion of the lands of QTS Fayetteville I, LLC as described in a Deed dated July 1, 2022 and recorded among the Land Records of Fayette County, Georgia in Book 5526, Page 85, and being more particularly described as follows:

To find the point of beginning, COMMENCE at the common corner of Lot 4 and Lot 5 as shown on a plat entitled "Minor Final Plat for QTS Fayetteville I, LLC and recorded in Plat Book 101, Pages 656-658 among the Land Records of Fayette County, Georgia; said point being located at the end of the North 73°47'33" West 253.08 foot boundary line of said Lot 4; said point having a Georgia Grid North, NAD83, West Zone coordinate value of N 1259647.7103, E 2185546.3621; Thence leaving said corner and running with the boundary line of said Lot 4 and the eastern side of the 10 foot right-of-way Dedication Strip as shown on said plat, 9.29 feet along the arc of a curve to the right, having a radius of 1677.03 feet and being scribed by a chord bearing South 19°01'42" West, 9.29 feet to a point; Thence, South 19°11'13" West, 125.32 feet to a point and the true POINT OF BEGINNING; Thence leaving said boundary line and running through said Lot 4, South 69°24'03" East, 94.53 feet to a point; Thence, South 20°35'57" West, 52.00 feet to a point; Thence, North 69°24'03" West, 93.25 feet to a point located on said boundary line; Thence running with said boundary line, North 19°11'13" East, 52.02 feet to a point and the true POINT OF BEGINNING.

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

Said tract contains 0.1121 acres (4,882 square feet), more or less.

240413GA_Water Easement Legal.docx

EXHIBIT B
Depiction of the Water Line Easement Area

(see attached)

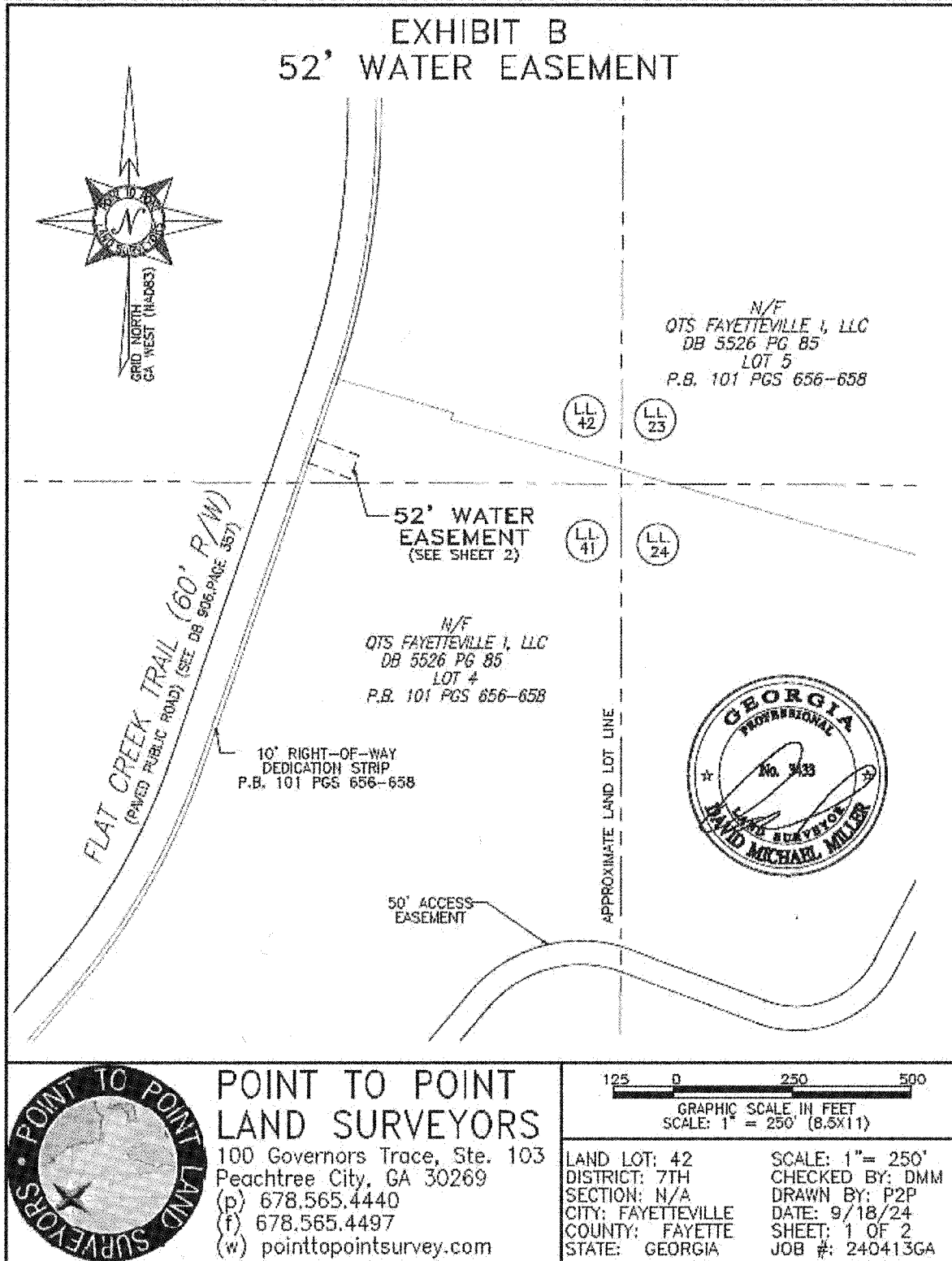
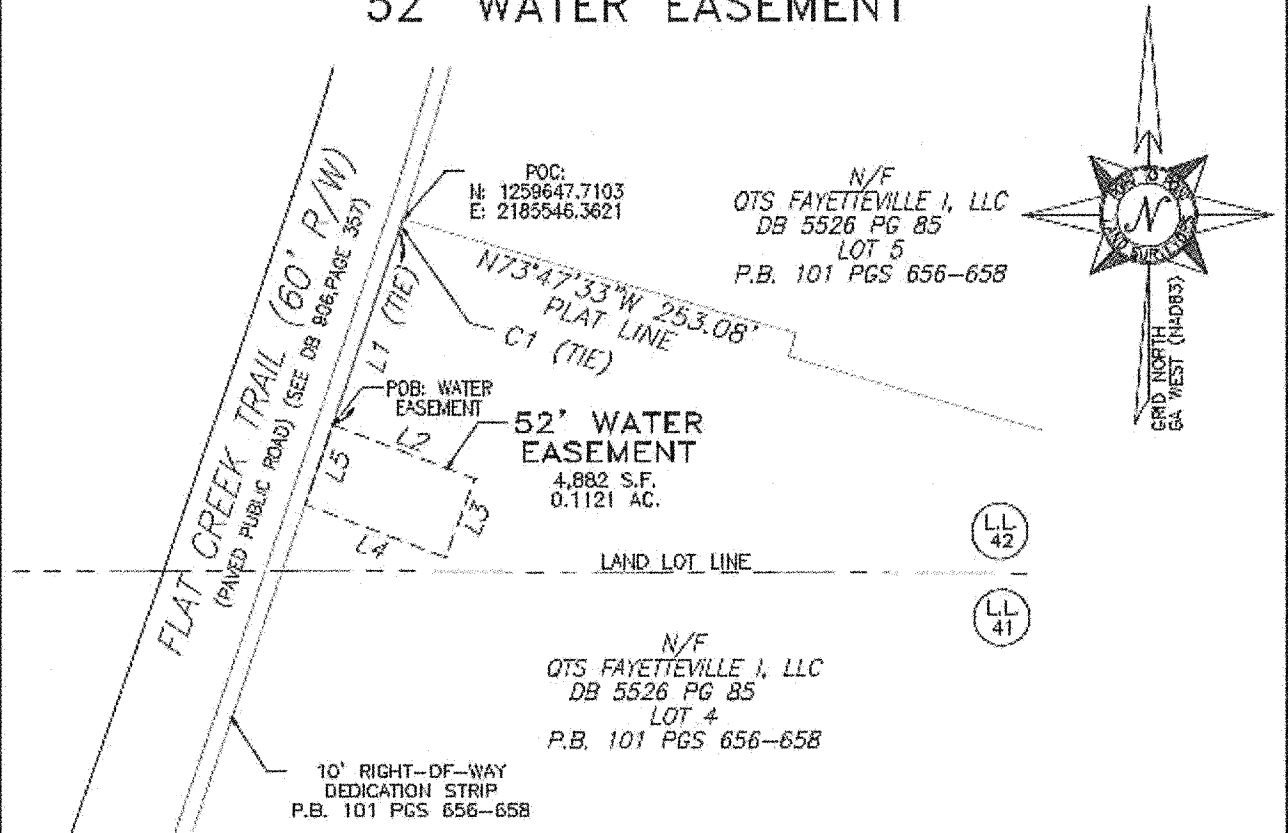


EXHIBIT B 52' WATER EASEMENT



LINE	BEARING	DISTANCE
L1	S19°11'13\"W	125.32'
L2	S69°24'03\"E	94.53'
L3	S20°35'57\"W	52.00'
L4	N69°24'03\"W	93.25'
L5	N19°11'13\"E	52.02'

LINE	RADIUS	ARC	CHD. BRG.	CHD.
C1	1677.03'	9.29'	S19°01'42\"W	9.29'



POINT TO POINT LAND SURVEYORS

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

50 0 100 200
GRAPHIC SCALE IN FEET
SCALE: 1" = 100 (8.5x11)

LAND LOT: 42
DISTRICT: 7TH
SECTION: N/A
CITY: FAYETTEVILLE
COUNTY: FAYETTE
STATE: GEORGIA

SCALE: 1" = 100'
CHECKED BY: DMM
DRAWN BY: P2P
DATE: 9/18/24
SHEET: 2 OF 2
JOB #: 240413GA

COUNTY AGENDA REQUEST

Page 119 of 370

Department: Parks and Recreation

Presenter(s): Anita Godbee, Director

Meeting Date: Thursday, October 23, 2025

Type of Request: Consent #13

Wording for the Agenda:

Approval to award RFQ #26028-A to Signature Tennis Courts, Inc. in the amount of \$65,360.00 for Kenwood Park Court Resurfacing and to transfer \$29,227.00 from Parks Contingency to Tennis and Basketball Court Resurfacing budget 37260110 541210 256AH to fully fund the Court Resurfacing Project.

Background/History/Details:

A Request for Quote was issued to refurbish the four tennis courts, four basketball courts, and paint pickleball lines on two of the tennis courts at Kenwood Park. Four companies submitted bids.

Parks and Recreation recommends the lowest bidder, Signature Tennis Courts, Inc. in the amount of \$65,360.00.

The available remaining project (256AH) funding is \$36,133.00. A budget transfer of \$29,227.00 from Park Contingency is requested to cover the entire resurfacing project and to take advance of the discount for resurfacing all courts.

What action are you seeking from the Board of Commissioners?

Approval to award RFQ #26028-A to Signature Tennis Courts, Inc. in the amount of \$65,360.00 for Kenwood Park Court Resurfacing and to transfer \$29,227.00 from Parks Contingency to Tennis and Basketball Court Resurfacing budget 37260110 541210 256AH to fully fund the Court Resurfacing Project.

If this item requires funding, please describe:

Funding in the amount of \$36,133.00 is available in 37260110 541210 256AH - Tennis and Basketball Court Resurfacing, and a transfer from Park Contingency in the amount of \$29,227.00.

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 No

Approved by Purchasing Yes

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:



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

To: Steve Rapson

Through: Ted L. Burgess 

From: Sherry White 

Date: October 23, 2025

Subject: Contract #26028-A Kenwood Park Court Resurfacing

On August 20, 2025, the Purchasing Department issued a Request for Quotes 26028-A to secure a contractor to resurface several tennis, basketball and pickle ball courts. Notice of the opportunity was emailed to 10 companies. Another 289 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code # 91235 (Construction, Tennis and Sports Court) and #91265 (Maintenance and Repair, Tennis and Sport Court). The offer was also advertised through Georgia Local Government Access Marketplace.

Four (4) quotes were received (Attachment 1). The lowest bidder for each of the six courts offered a 5% discount if all courts included in the solicitation were resurfaced. This brings the quoted price of \$68,800 to \$65,360.

The Parks and Recreation Department recommends awarding Signature Tennis Courts, Inc to resurface the six courts to take advantage of the discount offer. With the current budget for court resurfacing \$36,133, Parks and Recreation is asking the board to approve a transfer of \$29,227 from Park Contingency. A Contractor Performance Evaluations is attached (Attachment 2).

Specifics of the proposed contract are as follows:

Contract Name	#26028-A Kenwood Park Court Resurfacing		
Contractor	Signature Tennis Courts, Inc.		
Contract Amount	\$65,360.00		
Budget:			
Fund	372		CAPITAL IMPROVEMENT PROJECT
Organization Code	60110		PARKS AND RECREATION
Object Code	541210		OTHER IMPROVEMENTS
Project	256AH		TENNIS & BASKETBALL CT RESURFACING
Available Balance	\$36,133.00		As of 9/29/2025
	\$65,360.00		After approved budget transfer

RFQ #26028-A Kenwood Park Court Resurfacing

TALLY SHEET

3:00p.m., Tuesday, September 9, 2025

Location Name	Match Point Tennis	Southern Tennis Courts	Fence Fanatics / Prime Courts	Signature Tennis Courts, Inc.
Kenwood Park Tennis Courts 1 & 2 Resurfacing	\$26,000.00	\$24,565.00	\$23,800.00	\$15,085.00
Kenwood Park Tennis Courts 3 & 4 Resurfacing	\$26,000.00	\$21,215.00	\$23,800.00	\$18,355.00
Kenwood Park Basketball Courts 1 & 2 Resurfacing	\$24,000.00	\$29,370.00	\$23,800.00	\$16,090.00
Kenwood Park Basketball Courts 3 & 4 Resurfacing	\$29,400.00	\$22,870.00	\$23,800.00	\$17,470.00
Kenwood Park Pickleball Lines on Tennis Court #2	\$1,000.00	\$800.00	\$1,500.00	\$900.00
Kenwood Park Pickleball Lines on Tennis Court #4	\$1,000.00	\$800.00	\$1,500.00	\$900.00
TOTAL PROJECT AMOUNT	\$107,400.00	\$99,620.00	\$98,200.00	\$65,360.00

**FAYETTE COUNTY, GEORGIA
CONTRACTOR PERFORMANCE EVALUATION**

Page 1

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

VENDOR INFORMATION**COMPLETE ALL APPLICABLE INFORMATION**Company Name:
Signature Tennis Courts, Inc.Contract Number:
Contract #1728-AMailing Address:
1025 Rose Creek Drive, Suite 620-244Contract Description or Title:
Court ResurfacingCity, St, Zip Code:
Woodstock, GA 30189Contract Term (Dates) From:
11-15-2019Phone Number:
404-642-5002

Task Order Number:

Cell Number:

Other Reference:

26028-A Kenwood Park Court Resurfacing

E-Mail Address:
mike@signaturetennis.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: Anita Godbee

Date of Evaluation: 09/23/2025

Print Name: Anita Godbee

Department/Division: Parks and Recreation

Title: Director

Telephone No: 770-716-4321

[illegible]

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 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**

Vice Chairman Edward Gibbons called the September 25, 2025 Board of Commissioners meeting to order at 5:00 p.m. A quorum of the Board was present. Chairman Lee Hearn was absent.

Invocation and Pledge of Allegiance by Commissioner Eric Maxwell

Commissioner Eric Maxwell gave the Invocation and led the audience in the Pledge of Allegiance.

Acceptance of Agenda

Commissioner Charles Oddo moved to approve the agenda as written. Commissioner Maxwell seconded. The motion passed 4-0. Chairman Lee Hearn was absent.

PROCLAMATION/RECOGNITION:**PUBLIC HEARING:**

Planning and Zoning Director Deborah Bell read the Public Hearing process and procedures.

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

Ms. Bell stated that staff was presenting a recommendation to amend Sec. 110-242. Powers and Duties. She advised that the amendment addressed the powers and duties of the Zoning Board of Appeals. It provided criteria for variances for unimproved nonconforming lots. The Planning Commission also recommended Ordinance 2025-04 to amend Chapter 110. Zoning Ordinance, regarding Article VII. Zoning Board of Appeals. Sec. 110-242. - Powers and duties for approval. She noted that the attached staff report detailed the proposed amended language. Ms. Bell stated that there were some existing nonconforming lots in the County that did 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 included the house, driveway, well with buffer, septic tank, primary septic field and backup septic field. There would still be 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. She added that there were other variables that would affect the approval of the septic system, such as the size of the

house, number of bedrooms, and the presence or absence of suitable soil, lot shape and topography. This did not supersede the requirements of the Health Department, which may have additional criteria, depending on each individual project.

No one spoke in favor or opposition.

Commissioner Maxwell moved to approve Ordinance 2025-04 amending Chapter 110. Zoning Ordinance, regarding Article VII. Zoning Board of Appeals. Sec. 110-242. - Powers and duties. Commissioner Oddo seconded. The motion passed 4-0. Chairman Hearn was absent.

PUBLIC COMMENT:

CONSENT AGENDA:

Commissioner Oddo moved to approve the Consent Agenda. Commission Maxwell seconded. The motion passed 4-0. Chairman Hearn was absent.

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.**
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.**
4. **Approval of the Georgia Department of Transportation's Title VI Non-Discrimination Agreement and Assurances.**
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).**
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.**
7. **Approval of September 11, 2025 Board of Commissioners Meeting Minutes.**

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.**

Chief Financial Officer Sheryl Weinmann stated that the next three items were requests for appointment to the Public Facilities Authority. 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. Ms. Weinmann stated that some of the duties included the issuance of bonds for the acquisition, construction, equipping, maintaining, and operating of building and facilities. The Public Facilities Authority meets infrequently, on an as-needed basis, approximately once a year. She stated that based on County Policy 100.19 which 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 recommended appointment of the next successive term, July 24, 2026 to July 23, 2027.

Commissioner Oddo moved to approve 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. Commissioner Maxwell seconded. The motion passed 4-0. Chairman Hearn was absent.

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.

Commissioner Oddo moved to approve 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. Commissioner Maxwell seconded. The motion passed 4-0. Chairman Hearn was absent.

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.

Commissioner Oddo moved to approve 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. Commissioner Maxwell seconded. The motion passed 4-0. Chairman Hearn was absent.

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.

Public Works Director Phil Mallon stated that this request was to award Bid #26015-B: 2017 SPLOST; Stormwater Category II, Tier II; 19SBJ Darren Drive Culvert Replacement to Piedmont Paving, Inc., in the amount of \$1,404,158.93. Mr. Mallon stated that this was a very complicated project. The project consisted 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 included utility coordination and/or relocation, grading, and asphalt paving. Mr. Mallon highlighted that the County had worked with Piedmont Paving on past project and was happy with their performance.

Vice Chairman Gibbons moved to approve 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. Commissioner Oddo seconded.

Commissioner Maxwell stated that he was concerned with the large variance in the bid amounts received for this project.

Mr. Mallon stated that based only on speculation, he knew Piedmont Paving had recently started in the pre-cast culvert business, where they would be able to manufacture the culverts [according to appropriate standards] themselves. As a result, some of the work they are about to do in-house, while other companies still have to outsource, which would contribute to the price variance seen via the other bids.

County Administrator Steve Rapson also advised that he had noticed the variance in the bid amounts and reached out to the vendors to ensure they understood the project scope and specifications.

Vice Chairman Gibbons moved to approve 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. Commissioner Oddo seconded. The motion passed 4-0. Chairman Hearn was absent.

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.

Mr. Mallon stated that this item was to award Bid #26016-B: 2017 SPLOST; Stormwater Category II, Tier II; 19SBK Mark Lane Culvert Replacement to Piedmont Paving, Inc., in the amount of \$476,388.72 and to reallocate \$99,437 from 17SAS Stormwater Improvement Plans CAT IV. Mr. Mallon stated that he failed to mention that the construction schedule was 215 days for completion from the notice to proceed for the previous project item #11, and because this was a simpler project the construction schedule was 150 days for completion.

Commissioner Oddo moved to approve 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. Commissioner Maxwell seconded. The motion passed 4-0. Chairman Hearn was absent.

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.

Mr. Mallon stated that this item was seeking Board approval 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. He stated that the Board approved staff to apply to the ARC in response to their open solicitation for Transportation Improvement Program (TIP) projects. Mr. Mallon stated that the County was awarded funding. If the Board approves acceptance, next steps in this process would be to present before the Board a design contract to a qualified vendor. Mr. Mallon noted that the estimated total cost of this project was \$5M, with the design work costing about \$1M and the grant award being \$800K.

Commissioner Oddo moved to approve 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. Commissioner Maxwell seconded. The motion passed 4-0. Chairman Hearn was absent.

ADMINISTRATOR'S REPORTS:

Hot Projects

Mr. Rapson stated that he provided the Board with the Hot Topics with updates to the Parks and Recreation Multi-Use Facility, Starrs Mill Tunnel, and 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.

Mr. Rapson advised that staff propose that the October 9th BOC Meeting be cancelled. There are currently no agenda items and both leadership staff and some of the Board would be traveling to attend the ACCG Legislative Leadership Conference.

Mr. Rapson also advised that the Digest had been reconciled so a Special Called Meeting would be convened on October 16th at 10 am and 6 pm to conduct the Public Hearings for the 2025 Property Tax Millage Rate. The final Public Hearing would be held on October 23rd.

As a reminder Mr. Rapson outlined the end-of-year Board meeting schedule [which was approved last year] noting that there would only be one meeting in October (with the recent cancellation of the October 9th meeting), November, and December.

October 9 BOC Meeting

Vice Chairman Gibbons moved to cancel the October 9, 2025 BOC meeting. Commissioner Oddo seconded the motion passed 4-0. Chairman Hearn was absent.

ATTORNEY'S REPORTS:

Notice of Executive Session: County Attorney Dennis Davenport stated that there were three items for Executive Session. Two items involving threatened litigation, and the review of the September 11, 2025 Executive Session Minutes.

COMMISSIONERS' REPORTS:

Commissioner Rousseau

Commissioner Rousseau stated that he received great feedback from residents regarding the Citizens Workshop and wanted to thank the team for a job well done in keeping the community informed and engaged.

Vice Chairman Gibbons

Vice Chairman Gibbons stated that he just returned from a trip to Fresco, TX with Mr. Rapson and others via the Development Authority. He expressed his appreciation to the Development Authority for hosting the trip as they endeavor to keep Fayette County a viable location for incoming development projects.

EXECUTIVE SESSION:

Two items involving threatened litigation, and the review of the September 11, 2025 Executive Session Minutes. Commissioner Oddo moved to go into Executive Session. Commissioner Maxwell seconded. The motion passed 4-0. Chairman Hearn was absent

The Board recessed into Executive Session at 5:25 p.m. and returned to Official Session at 5:26 p.m.

Return to Official Session and Approval to Sign the Executive Session Affidavit: Commissioner Rousseau moved to return to Official Session and for the Chairman to sign the Executive Session Affidavit. Commissioner Oddo seconded. The motion passed 4-0. Chairman Hearn seconded.

Approval of September 11, 2025 Executive Session Minutes Commissioner Rousseau moved to approve September 11, 2025 Executive Session Minutes. Commissioner Oddo seconded the motion. The motion passed 4-0. Chairman Hearn was absent.

ADJOURNMENT:

Vice Chairman Gibbons moved to adjourn the September 25, 2025 Board of Commissioners meeting. Commissioner Oddo seconded. The motion passed 4-0. Chairman Hearn was absent.

The September 25, 2025 Board of Commissioners meeting adjourned at 5:26 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 23rd day of October 2025. Attachments are available upon request at the County Clerk's Office.

COUNTY AGENDA REQUEST

Page 129 of 370

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of a request from Jeff Lammes, developer of Eva Gardens, seeking authorization for the use of motorized cart travel on Matteo Way within the subdivision in accordance with Article III Motorized Carts of the Fayette County Code.

Background/History/Details:

Board of Commissioners approval is required to designate streets for motorized cart travel, per Article III Motorized Carts of the Fayette County Code. These are internal subdivision streets that are not subject to the same evaluation as external streets that exist outside subdivisions. Between 1995 and 2024, twenty-five (25) subdivisions have been approved for motorized cart use on internal streets. The street in Eva Gardens is Matteo Way. There is a posted speed limit of 25 MPH.

If approved, staff will update the list of streets authorized for motorized cart use and forward a copy to the Sheriff's Department for enforcement and Public Works Department for the posting of proper signage.

What action are you seeking from the Board of Commissioners?

Approval of a request from Jeff Lammes, developer of Eva Gardens, seeking authorization for the use of motorized cart travel on Matteo Way within the subdivision in accordance with Article III Motorized Carts of the Fayette County Code.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

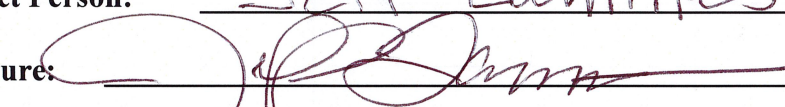
REQUEST FOR AUTHORIZATION FOR MOTORIZED CARTS

(Please type or print)

Date: 9.25.25Subdivision Name: EVA Gardens

Street Name(s):

1. Matteo way
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____

Contact Person: Jeff LammesSignature: Title: Developer

(Developer of Subdivision (S/D) or President of Homeowners Association (HOA) or Signatures of 51% of property owners in S/D with no HOA)

Address: 187 Fulton CourtCity, State, and Zip Code: Peachtree City GA 30269Telephone Number: 770 560 5195E-mail Address: jeff@lammesconstructiongroup.comReturn to the Fayette County Administrative Complex, Planning & Zoning Department, 140
Stonewall Avenue West, Suite 202, Fayetteville, GA 30214 - Phone: 770-305-5419

PROPERTY OWNERS

COUNT	PROPERTY OWNER	ADDRESS	SUBDIVISION NAME	LOT NUMBER
1	Lois Arango	149 N85 Pkwy		1-35
2	1-35	Fayetteville 30214		
3				
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COUNTY AGENDA REQUEST

Page 132 of 370

Department: Environmental Management

Presenter(s): Steve Rapson, County Manager

Meeting Date: Thursday, October 23, 2025

Type of Request: New Business

Wording for the Agenda:

Consideration of an appeal, from the property owner, of the Environmental Management Department's denial of a watershed buffer/setback variance for 170 Laydon Avenue.

Background/History/Details:

See the attached memo for more detail.

What action are you seeking from the Board of Commissioners?

Consideration of an appeal from the property owner of the Environmental Management Department's denial of a watershed buffer/setback variance for 170 Laydon Avenue and to uphold the Department's decision and uphold Building and Safety denial for a permit.

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 Not Applicable

Reviewed by Legal No

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

170 Laydon Ave (**Lot 7, North Haven subdivision**)
Environmental Management Department
Watershed Protection Ordinance
Variance Appeal Background - Memo

Appeal Request by the property owner: The owner of 170 Laydon Avenue is requesting an appeal to Environmental Managements Director, Bryan Keller, decision denying a variance for a home built within the watershed protection buffer and setbacks. The Board is asked to review the case record, consider the facts presented, and determine whether to **uphold or overturn** the Department's decision.

Fayette County's Watershed Protection Ordinance (Article VII, Fayette County Code): The ordinance establishes buffers and setbacks along state waters to protect water quality, control erosion, and maintain aquatic habitats. The ordinance is consistent with the Environmental Planning Criteria set forth by the state and required to keep Fayette County a Qualified Local Government. The required buffer must remain undisturbed, and the corresponding setback prohibits the placement of impervious surfaces within that area.

Background and Notification of Potential State Waters Requiring a Buffer: In **April 2022**, the Environmental Management Department, Deborah Sims (EMD) informed through email, Mr. Dwight Beadle that a stream visible on the 1993 USGS Riverdale quadrangle required a state waters determination before development could proceed at 170 Laydon Court (Lot 7, North Haven subdivision). This was reiterated to Mr. Beadle via email, by Brian Harris (EMD) in **January 2023**.

Building Permit Submittals: Multiple subsequent building permit applications submitted into the County's on-line permit application portal, SAGES, by YDG Design Group (Mr. Louis White) on behalf of Mr. Beadle, on **July 20, 2023, September 15, 2023, and July 8, 2024**, were all rejected at intake due to various deficiencies, preventing departmental review. Deficiencies for the most recent application were corrected on **July 23, 2024**, allowing distribution for review.

Unauthorized Construction and Initial Enforcement: During the review of the July 23, 2024, building permit application, EMD staff noticed unauthorized residential construction via aerial photography. This was confirmed during a site inspection on **July 26, 2024** by the Building Safety Department and EMD. A formal investigation on **July 30, 2024** found that Mr. White initiated the work without the required Land Disturbance or Building permit. The Building Safety Department issued **seven (7) citations** for starting work without an official permit and required approvals from Fayette County.

Watershed Violation and State Waters Verification: On **August 8, 2024**, Mr. Beadle granted EMD staff access to the site to perform a state water quality determination. Two EMD staff members, Todd Bethune and Richard Brooks, independently verified the presence of a **perennial stream**, (i.e., a stream that contains water year-round) which mandates adherence to the established Watershed Protection Buffer (100 feet) and the corresponding Setback (50 feet from the buffer). This determination was further verified by an independent consultant, **Mill Creek Environmental**, retained on behalf of Mr. Beadle, on **September 3, 2024**. EMD issued citations on **September 4,**

2024, for land disturbance without a permit and for violation of the Fayette County Watershed Protection Ordinance. The resulting court case has undergone several continuances awaiting the decision of the Board of Commissioners, and staff is prepared to address any questions the Board may have regarding these associated legal matters.

Variance Application and Appeal to the Board of Commissioners (BOC): The property owner subsequently pursued the variance process outlined in the Ordinance. A variance application was submitted on **July 10, 2025**, and was formally **denied by EMD on August 1, 2025**. Documentation detailing the site, Ordinance, violations, prior communications regarding compliance options, and the variance denial decision is provided to the Board for review. The property owner on **August 5th, 2025** appealed the Environmental Management Department's variance denial to the Board of Commissioners in accordance with **Sec. 104-184(c)** of the ordinance. The Fayette County Building Official operates in an administrative capacity in this matter; as EMD has formally denied the application, Building Safety cannot issue a building permit for 170 Laydon Avenue.

Exhibit	Description	Page
1	2022.04.14 170 Laydon Avenue - Deborah Sims to Mr. Beadle Property Evaluation	2
2	2022.04.14 170 Laydon Avenue - EMD Property Evaluation	3
3	2023.01.05 Property evaluation - state waters email Brian Harris to Mr. Beadle	5
4	2024.08.12 Permission to Enter	6
5	2024.08.16 State Water Determination Form EMD - Todd Bethune	7
6	2024.08.16 State Water Determination Photo EMD - Todd Bethune	8
7	2024.08.16 State Water Determination Photo EMD - Todd Bethune	9
8	2024.08.30 Watershed Protection Buffer and Setback Notice of Violation	10
9	2024.09.03 State Water Determination Mill Creek Environmental	12
10	2024.09.04 Citations	13
11	2024.10.02 170 Laydon- Building Safety Enforcement Report	29
12	2025.03.12 170 Laydon -Nieber Permit - Violation and Citations	61
13	2025.08.01 170 Laydon EMD Timeline	64
14	2025.08.01 Variance Application - 170 Laydon Ave Denied	67
15	2025.08.01 Variance Review - Denied	87
16	Current Article VII - Watershed Protection Fayette County, GA Code of Ordinances	90
17	1994.10.13 Watershed Protection Areas	101
18	1993 Quad - GA Riverdale Laydon Avenue Reduced	113
19	1993 Quad GA Riverdale Laydon Avenue Blow Up	115
20	2025.08.05 Fayette County -Notice of Appeal	116
21	2025.10.01 170 Laydon Ave EX CONDITIONS PLAN Meeting -	117

FW: 170 Laydon Avenue

Deborah Sims <dsims@fayettecountyga.gov>

Wed 8/28/2024 11:54 AM

To: Bryan D. Keller <bkeller@fayettecountyga.gov>

📎 3 attachments (3 MB)

Final Plat.pdf; Firmette & Soils.pdf; Property Evaluation.pdf;

Exhibit

1



Deborah M. Sims

ZONING ADMINISTRATOR

770-305-5421

140 Stonewall Avenue West, Suite 202

Fayetteville, GA 30214

dsims@fayettecountyga.gov

Upcoming training:

Vacation scheduled:

Holiday scheduled closing: September 2, 2024

From: Deborah Sims

Sent: Thursday, April 14, 2022 10:45 AM

To: dwight [REDACTED]

Subject: 170 Laydon Avenue

Thank you for contacting Environmental Management about 170 Laydon Ave. Attached is a property evaluation, final plat, and supporting aerial map. Please let me know if you have additional questions.

Upcoming Training: April 18-21, 2022

Deborah M. Sims

Environmental Management Specialist

Fayette County Environmental Management

140 Stonewall Avenue West, Suite 203

Fayetteville, GA 30214

Phone: 770-305-5410

dsims@fayettecountyga.gov

www.fayettecountyga.gov





Environmental Management – Property Evaluation

Exhibit 2

Subdivision North Haven, Lot 7
Parcel Number 055104007
Location Address or Approximate Address
Reviewer Deborah Sims
Date 4/14/2022

Floodplain The property **is adjacent to** Zone AE (studied) floodplain per FEMA FIRM panel 13113C0039E dated September 26, 2008.

The property **DOES** contain a man-made flooding hazard. The base flood elevation is 840 and the minimum finished floor is 843. The owner/developer may submit a letter prepared by a licensed professional engineer to Environmental Management which states grading within the sub-basin provides unconstrained, positive drainage away from the building at a minimum 2% slope in lieu of meeting a minimum finished floor elevation of 843. The elevation data shall be prepared by or under the direct supervision of a licensed land surveyor or professional engineer certified by the same.

State Waters The 1993 USGS Quadrangle for Riverdale, GA identifies a stream on the property. A state waters determination is required to determine if there is a stream requiring buffers.

Soils Per the Soil Survey of Clayton, Fayette, and Henry Counties, Georgia issued September 1979, the property has the following soil categories:

AmB – This soil has high potential for most urban and recreational uses. The subsoil percs slowly and is a limitation for septic tank absorption fields, but this can be overcome by good design and construction.

Fayette County makes every effort to produce and publish the most current and accurate information possible. However, the property evaluations are produced for informational purposes only, and are NOT surveys or legal records. No warranties, expressed or implied, are provided for the data and information herein, their use, or their interpretation.



Environmental Management – Property Evaluation

Consult Environmental Health for more information.
(770)305-5415

Wetlands

The property **DOES NOT** contain wetlands per the U.S. Department of the Interior, Fish and Wildlife Service 1994 National Wetland Inventory Map.

Drainage

There is a piped drainage easement shared with North Haven, Lot 6.

Development

A state waters determination is required to determine if the stream identified on the 1993 USGS Quadrangle is a perennial stream. If it is a perennial stream or if an acre or more is disturbed, an approved erosion control plan following the Stand Alone Checklist is required. This lot is eligible to receive a land disturbance permit prior to the building permit.

Comments

None.

From: [Brian Harris](#)
To: [REDACTED]
Subject: 170 Laydon Ave
Date: Thursday, January 5, 2023 2:59:00 PM
Attachments: [Property Evaluation.pdf](#)
[Firmette & Soils.pdf](#)

Mr. Beadle

Attached are a property evaluation and a firmette with a soil map. Feel free to reach out to request a state waters determination once ownership of the land has transferred or the current owner of the land can request a review.

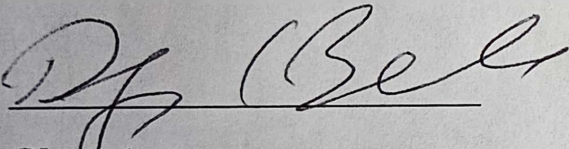
Brian Harris
Environmental Management Specialist
Fayette County Public Works
770-305-5410



Exhibit**4**

PERMISSION TO ENTER PRIVATE PROPERTY

I hereby give permission to the personnel at the Fayette County Environmental Management Department to enter the property located on/at
170 Laydon Ave., Fayetteville, GA 30214 for the purpose of determining the classification of the existing streams to establish the appropriate watershed protection buffers and building setbacks required for the subdivision of this tract of land.


Signature

8/12/24
Date

**NC Division of Water Quality –Methodology for Identification of Intermittent and
Perennial Streams and Their Origins v. 4.11**

NC DWQ Stream Identification Form Version 4.11

Date: 8-16-24	Project/Site: 170 Laydon	Latitude:
Evaluator: Todd Bethune	County: Fayette	Longitude:
Total Points: <i>Stream is at least intermittent if ≥ 19 or perennial if ≥ 30*</i>	Stream Determination (circle one) Ephemeral Intermittent Perennial	Other e.g. Quad Name:

A. Geomorphology (Subtotal = 15)	Absent	Weak	Moderate	Strong
1 ^a . Continuity of channel bed and bank	0	1	2	3
2. Sinuosity of channel along thalweg	0	1	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	1	2	3
4. Particle size of stream substrate	0	2	2	3
5. Active/relict floodplain	0	1	2	3
6. Depositional bars or benches	0	1	2	3
7. Recent alluvial deposits	0	1	2	3
8. Headcuts	0	1	2	3
9. Grade control	0	0.5	1	1.5
10. Natural valley	0	0.5	1	1.5
11. Second or greater order channel	No = 0		Yes = 3	

^a artificial ditches are not rated; see discussions in manual

B. Hydrology (Subtotal = 11)	Absent	Weak	Moderate	Strong
12. Presence of Baseflow	0	1	2	3
13. Iron oxidizing bacteria	0	1	2	3
14. Leaf litter	1.5	1	0.5	0
15. Sediment on plants or debris	0	0.5	1	1.5
16. Organic debris lines or piles	0	0.5	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = 3	

C. Biology (Subtotal =)	Absent	Weak	Moderate	Strong
18. Fibrous roots in streambed	3	2	1	0
19. Rooted upland plants in streambed	3	2	1	0
20. Macroinvertebrates (note diversity and abundance)	0	1	2	3
21. Aquatic Mollusks	0	1	2	3
22. Fish	0	0.5	1	1.5
23. Crayfish	0	0.5	1	1.5
24. Amphibians	0	0.5	1	1.5
25. Algae	0	0.5	1	1.5
26. Wetland plants in streambed	FACW = 0.75; OBL = 1.5 Other = 0			

*perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch: Biology not scored although one frog was found. (not entirely)

Aug 16, 2024 at 8:20:52 AM
170 Laydon Ave
Fayetteville GA 30214
United States



Exhibit

7

Aug 16, 2024 at 8:22:34 AM
170 Laydon Ave
Fayetteville GA 30214
United States



Exhibit

8

CERTIFIED MAIL 9589 0710 5270 0393 9856 53
RETURN RECEIPT REQUESTED

Dwight Craig Beadle
361 Kenmure Ct.
Marietta, Ga 30060

August 30, 2024

**RE: Building Permit/Watershed Protection Buffer and Setback Notice of Violation - Lot 7
North Haven Subdivision – 170 Laydon Ave – Parcel #055104007**

Mr. Beadle,

The building permit application submitted in SageGov on July 8th, 2024, for the home at 170 Laydon Ave has been denied by the Fayette County Environmental Management Department.

On July 26, 2024, a building permit was applied for this lot. Upon review, it was discovered that construction of a residential structure had already began.

On April 14, 2022, Deborah Sims sent you an email to dwightbeadle@yahoo.com (enclosed), which included a property evaluation form. This form stated: “The 1993 USGS Quadrangle for Riverdale, GA, identifies a stream on the property. A state waters determination is required to assess whether the stream necessitates buffers.” The same property evaluation form was sent to you by Brian Harris on January 1, 2023 (enclosed).

On August 8, 2024, you signed and returned a “Permission to Enter Private Property” form, allowing Fayette County staff to visit the site to determine if state waters requiring a buffer were present on the property. On August 16, 2024, two inspectors independently visited the site. Both confirmed that the stream on the property is perennial, which requires a buffer. Lot 7 of North Haven falls within the Flint River Watershed.

ARTICLE VII. - WATERSHED PROTECTION (formally Watershed Protection Areas) is as follows:

- (f) The following shall apply to all other perennial streams within the Flint River and Whitewater Creek Watersheds and all state waters requiring a buffer within 1,000 feet of the streams named in this section.
- (1) The minimum watershed buffer shall be 100 feet from wretched vegetation or 50 feet from 100-year floodplain elevation, whichever is greater; and
 - (2) The minimum watershed setback shall be 50 feet as measured from the buffer.

After conducting both desktop and field measurements, I've determined that a significant portion of the structure is located within the watershed protection buffer and setback.

Citations will be issued for the structure within the watershed protection buffer and setback and land disturbance without a permit.

Additionally, a watershed buffer protection and replacement plan (as per Sec. 104-183 of the Watershed Protection Ordinance) is required.

Please feel free to contact our office at 770-305-5410 if you wish to discuss this matter further.

Sincerely,



Bryan Keller

Director

Fayette County Environmental Management Department

Cc: Steve Rapson, County Administrator, Fayette County

Enclosures: 4/14/2022 Email and 1/1/2023 Email



September 3, 2024

Mr. Louis White
204 Bay Creek Road
Suite D
Loganville, Georgia 30052
[REDACTED]

Subject: **Stream Determination**
Tax Parcel ID: 055104007
170 Laydon Avenue
Fayetteville, Fayette County, Georgia 30214

Dear Mr. White,

On September 3, 2024, Mill Creek Environmental, LLC (MCE) conducted a site reconnaissance to identify the presence of streams with buffer areas that would be regulated by the Georgia Environmental Protection Division (EPD) and Fayette County. The EPD regulates land disturbance along "buffered waters of the State" through the Erosion and Sedimentation Control Act of 1975 (E&S Act). Local land development regulations may require additional setbacks that are more restrictive than state buffer requirements.

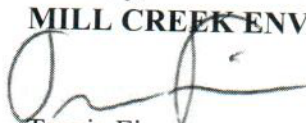
The subject property is identified by the Fayette County Tax Assessors Office as Tax Parcel ID 055104007, totaling approximately 2 acres. Data was collected and recorded on North Carolina DWQ Stream Identification Forms. A site map showing the parcel and location of the identified features is included as **Figure 1**.

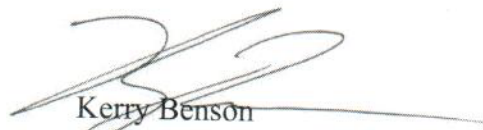
MCE identified the presence of one jurisdictional area. A Perennial stream, identified as Perennial Stream #1, is located approximately 100 feet southeast of Laydon Avenue. Perennial Stream #1 originates off the subject property and flows from the northeast to the southwest. Perennial Stream #1 is a jurisdictional feature regulated by the EPD and Fayette County and will require setbacks.

If you have any questions about this letter, or if MCE can be of assistance in any other capacity, please don't hesitate to call the undersigned at 706-579-1607.

Sincerely,

MILL CREEK ENVIRONMENTAL, LLC


Travis Fincannon
Staff Biologist


Kerry Benson
Project Biologist

Attachments

Figure 1: Site Map
Photo Pages
NCDWQ Stream Identification Forms



Fayette Co. Marshal's Office

Deputy Report for Incident M24-04793

Exhibit
10

Nature: Ordinance Viol

Address: 170 LAYDON AVE; NORTH
HAVEN

Location: FCSO3

Fayetteville GA 30214

Offense Codes:

Received By: AUSTIN N **How Received:** O **Agency:** FCMO
Responsible Officer: PARTIN T **Disposition:** CLO 09/04/24
When Reported: 15:13:37 09/04/24 **Occurred Between:** 15:13:37 09/04/24 and 15:13:37 09/04/24

Assigned To:

Detail:

Date Assigned: **/**/**

Status:

Status Date: **/**/**

Due Date: **/**/**

Complainant: 81591

Last: STANLEY

First: CHRIS

Mid:

DOB: **/**/**

Dr Lic:

Address: 140 W STONEWALL AVE Suite
203

Race:

Sex:

Phone: () -

City: FAYETTEVILLE, GA 30214

Offense Codes

Reported:

Observed:

Circumstances

Responsible Officer: PARTIN T

Agency: FCMO

Received By: AUSTIN N

Last Radio Log: **:**:** **/**/**

How Received: O Officer Report

Clearance: 7 Citation Issued

When Reported: 15:13:37 09/04/24

Disposition: CLO **Date:** 09/04/24

Judicial Status:

Occurred between: 15:13:37 09/04/24

Misc Entry:

and: 15:13:37 09/04/24

Modus Operandi:

Description :

Method :

Involvements

Date	Type	Description	
09/04/24	Name	STANLEY, CHRIS	Complainant
09/04/24	Cad Call	15:13:37 09/04/24 Ordinance Viol	Initiating Call

09/04/24

M24-04793

Deputy Report for Incident M24-04793

Page 2 of 4

NarrativeFayette County Marshal's Office
Investigation Narrative

Date, Time, Reporting Officer:

9/4/24, 15:29, Deputy Marshal James T. Partin

Description of the Incident:

On Wednesday, September 4, 2024, at approximately 1500, I received a request from environmental management for citations to be issued in reference to code violations.

I issued citations on behalf of Chris Stanley - Environmental Management to Dwight craig Beadle for the following violations.

Citation M00000779 for violation of county code section 104-183 Watershed Buffer Protection and Replacement.

Citation M00000780 for violation of county code section 104-305 Permi; Application; Fees

I sent the citation to Beadle regular and certified mail. I also sent a copy to his email address.

End of report.

Responsible LEO:

Approved by:

Date

09/04/24

Deputy Report for Incident M24-04793

Page 3 of 4

Supplement

CAD Call info/comments

=====

Name Involvements:**Complainant :** 81591**Last:** STANLEY**First:** CHRIS**Mid:****DOB:** **/**/****Dr Lic:****Address:** 140 W STONEWALL AVE Suite
203**Race:****Sex:****Phone:** () -**City:** FAYETTEVILLE, GA 30214

STATE OF GEORGIA
UNIFORM CITATION, ACCUSATION & SUMMONS
GA 0560400 NCIC NUMBER

CITATION NUMBER
M0000 0779

COURT COPY

COUNTY OF Fayette		AGENCY Fayette County Marshal's Office		LATITUDE		AGENCY INCIDENT/CASE NO M24-04793	
CITY OF (IF APPLICABLE)				LONGITUDE		COURT CASE NUMBER	
DAY OF WEEK Wednesday	MONTH Sept	DAY 4	YEAR 2024	TIME OF DAY 1500			
LOCATION OF OCCURRENCE 170 Laydon Ave Fayetteville, GA 30214				LOCATION DESCRIPTION			

PERSON(S)

DEFENDANT	NAME (FIRST) Dwight	NAME (MIDDLE) Craig	NAME (LAST) Brindle	DATE OF BIRTH & AGE	JUV	R	S	HGT	WGT	HAIR	EYES	
	OTN	PLACE OF BIRTH		OTN/ID NUMBER	STATE		TYPE OF ID		ID EXPIRES			
	SCARS/MARKS/TATTOOS				ENDORSEMENTS							
	STREET 361 Kenmore Ct				CITY Marionetta		STATE GA	ZIP CODE 30060	PROBATION/PAROLE ☐ Yes ☐ No			
	DATE OF ARREST		LOCATION OF ARREST									
	DEFENDANT EMAIL				DEFENDANT CELL #							

VEHICLE(S)

TAG / REG	STATE	EXPIRATION	VIN	YEAR	MAKE	MODEL/COLOR
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CHARGE(S)

IN VIOLATION OF ☐ GEORGIA CODE CODE SECTION		CODE DESCRIPTION	VIOLETION LEVEL ☐ MUST APPEAR BEFORE JUDGE
IN VIOLATION OF ☒ COUNTY ORDINANCE CODE SECTION		CITY ORDINANCE CODE DESCRIPTION	
104-1B3		Watershed Buffer Protection : Replacement.	

NARRATIVE(S)

The undersigned certifies and swears that he/she has just and reasonable grounds to believe that the above named Defendant did commit, at the place and time aforementioned, the above violation(s) of law.

SHORT NARRATIVE DESCRIPTION

Written on behalf of Chris Stanley, Fayette County Environmental Management.

Watershed protection buffer : setback intrusions during construction.

Tracy

[Signature]

OFFICER NAME

OFFICER'S SIGNATURE

ID NO **1504**

ORGANIZATION/UNIT

Fayette County Marshal's Office

COURT INFORMATION

YOU ARE HEREBY ORDERED TO APPEAR BEFORE/REPORT TO THE

Fayette County State Court
 1 Center Drive
 Courtroom 2 D
 Fayetteville, GA 30214

PHONE: 770-716-4290

DEFENDANT SIGNATURE:

Sent Certified Mail

COURT DATE: **Nov. 25 2024**

COURT TIME: **1:00 p.m.**

To answer to the above charge. Your failure to appear shall result in a warrant issued for your arrest to be brought to court to answer the charge(s) above. By my signature, I authorize the court or a third party on their behalf to send text messages or phone calls to my cell phone to convey information regarding court appearances. I understand that standard text messaging rates will apply. I also understand that I may revoke this permission in writing at any by filing a notice to "opt-out" with the clerk. THIS SUMMONS/CITATION IS ISSUED BY AUTHORITY OF THE LAWS OF THE STATE OF GEORGIA.

STATE OF GEORGIA UNIFORM CITATION, ACCUSATION & SUMMONS

GA 0560400

NCIC NUMBER

CITATION NUMBER

M0000 0779

DEPARTMENT COPY

COUNTY OF Fayette	AGENCY Fayette County Marshal's Office				LATITUDE	AGENCY INCIDENT/CASE NO M24-04793
CITY OF (IF APPLICABLE)					LONGITUDE	COURT CASE NUMBER
DAY OF WEEK Wednesday	MONTH Sept	DAY 4	YEAR 2024	TIME OF DAY 1:00		
LOCATION OF OCCURRENCE 1700 Landrum Ave Fayetteville GA 30214					LOCATION DESCRIPTION	

PERSON(S)

DEFENDANT	NAME (FIRST) Scott	NAME (MIDDLE) Keith	NAME (LAST) Brumley	DATE OF BIRTH & AGE	JUV	R	S	HGT	WGT	HAIR	EYES	
	OTN	PLACE OF BIRTH		OTN/ID NUMBER	STATE	TYPE OF ID		ID EXPIRES				
	SCARS/MARKS/TATTOOS				ENDORSEMENTS							
	STREET 101 Kenmore Ct			CITY Marion Ga	STATE GA	ZIP CODE 30269	PROBATION/PAROLE ☐ Yes ☐ No					
	DATE OF ARREST		LOCATION OF ARREST									
	DEFENDANT EMAIL				DEFENDANT CELL #							

VEHICLE(S)

TAG / REG	STATE	EXPIRATION	VIN	YEAR	MAKE	MODEL/COLOR
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CHARGE(S)

IN VIOLATION OF ☐ GEORGIA CODE		VIOLATION LEVEL ☐ MUST APPEAR BEFORE JUDGE
CODE SECTION	CODE DESCRIPTION	
IN VIOLATION OF ☒ COUNTY ORDINANCE ☐ CITY ORDINANCE		
CODE SECTION	CODE DESCRIPTION	
11-1-103	Waterbody buffer protection & Re-planting.	

NARRATIVE(S)

The undersigned certifies and swears that he/she has just and reasonable grounds to believe that the above named Defendant did commit, at the place and time aforementioned, the above violation(s) of law.

SHORT NARRATIVE DESCRIPTION

Written on behalf of Chris Stanley, Fayette County Environmental Management.

Waterbody protection buffer setback intrusions during construction.

Officer Name: _____ Officer's Signature: _____

ID NO: **1504** ORGANIZATION/UNIT: **Fayette County Marshal's Office**

COURT INFORMATION

YOU ARE HEREBY ORDERED TO APPEAR BEFORE/REPORT TO THE

Fayette County State Court
1 Center Drive
Courtroom 2 D
Fayetteville, GA 30214

PHONE: 770-716-4290

DEFENDANT SIGNATURE: _____

COURT DATE: **Nov 15, 2024**

COURT TIME: **1:00 pm**

To answer to the above charge. **Your failure to appear shall result in a warrant issued for your arrest to be brought to court to answer the charge(s) above.** By my signature, I authorize the court or a third party on their behalf to send text messages or phone calls to my cell phone to convey information regarding court appearances. I understand that standard text messaging rates will apply. I also understand that I may revoke this permission in writing at any time by filing a notice to "opt-out" with the clerk. THIS SUMMONS/CITATION IS ISSUED BY AUTHORITY OF THE LAWS OF THE STATE OF GEORGIA.

09/04/24
15:38

Fayette Co. Marshal's Office
Master Citation Table:

5023
Page: 1

Citation							
Citation Num	M00000779	Type	CO	County	Ordin		
State Citation Num		Case Number			M24-04793		
Related Incident		Submit Status					

Defendant								
Numbr	91343							
Last	BEADLE			Fst	DWIGHT		Mid	CRAIG
DOB	/	/	SSN	-	-	Adr	361 Kenmure Ct	
Race	Sx	Tel	()	-	Cty	MARIETTA	ST	GA ZIP 30060
DLN	DLS							

Details					
Violation Date	15:00:00	09/04/24	Court Date	13:00:00	11/25/24
When Issued	15:00:00	09/04/24	Court	STA	FAYETTE COUNTY STATE
Issuing Officer	PARTIN T		Bond Type		
Agency Code	FCMO		Bond Amount	0.00	

Location					
Address	✓ 170 LAYDON AVE; NORTH HAVEN				
City	Fayetteville	State	GA	ZIP	30214
				Area	FCSO3

Vehicle					
No	Plate	ST	Type		
Speed - Actual	0	Posted	0	Safe	0
Circumstances					

Comments
(See below)

Statute Code	Disposition
Offenses	
18-	County Ordinance

= = = = =

INVOLVEMENTS:

Type	Record #	Date	Description	Relationship
NM	81591	09/04/24	STANLEY, CHRIS	Witness
NM	91343	09/04/24	BEADLE, DWIGHT CRAIG	*Defendant

Citation Case Numbers:

Seq	Case Numbers	Number
1		M24-04793

Miscellaneous comments:

Date, Time, Reporting Officer:

9/4/24, 15:29, Deputy Marshal James T. Partin

Description of the Incident:

On Wednesday, September 4, 2024, at approximately 1500, I received a request from environmental management for citations to be issued in reference to code violations.

I issued citations on behalf of Chris Stanley - Environmental Management to Dwight craig Beadle for the following violations.

Citation M00000779 for violation of county code section 104-183 Watershed Buffer Protection and Replacement.

Citation M00000780 for violation of county code section 104-305 Permi; Application; Fees

I sent the citation to Beadle regular and certified mail. I also sent a copy to his email address.

End of report.

 1504

Name and Address
 Number: 81591
 Last: STANLEY First: CHRIS Middle:
 Address: 140 W STONEWALL AVE Suite Address History:
 City: FAYETTEVILLE State: GA ZIP: 30214
 Zone: Area:
 Death: / / Alias:
 Moniker:

Personal Identification
 DL Number: SSN: - - State ID:
 DL State: Class: FBI: Local ID:
 Home Tel: () - Other Tel:
 Work Tel: (770)305-5230 Internet:

Physical Description
 DOB: / / Eyes: Complxn:
 Race: Glasses: Speech:
 Sex: Hair: Teeth:
 Gender: Hairstyle: Build:
 Height: ' cm Beard: Ethnic:
 Weight: 0 kg Pronoun:

Traits

Name Type: Sub Type:

= = = = =

INVOLVEMENTS:

Type	Record #	Date	Description	Relationship
CT	M00000779	09/04/24	County Ordinance	Witness
CT	M00000956	03/13/24	County Ordinance	Witness
CT	M00000957	03/13/24	County Ordinance	Witness
CT	M00000958	03/13/24	County Ordinance	Witness
CT	M00000960	03/02/24	County Ordinance	Witness
CT	M00000961	03/02/24	County Ordinance	Witness
CT	M00000962	03/02/24	County Ordinance	Witness
CT	M00000963	03/02/24	County Ordinance	Witness
CT	M00000953	02/14/24	County Ordinance	Witness
CT	M00000954	02/14/24	County Ordinance	Witness

Name and Address

Number: 91343

Last: BEADLE

First: DWIGHT

Middle: CRAIG

Address& 361 Kenmure Ct

Address History:

City: MARIETTA State: GA

ZIP: 30060

Zone: Area:

Death: / / Alias:

Moniker:

Personal Identification

DL Number:

SSN: - -

State ID:

DL State: Class:

FBI:

Local ID:

Home Tel: () -

Other Tel:

Work Tel: () -

Internet:

Physical Description

DOB: / /

Eyes:

Complx: n:

Race:

Glasses:

Speech:

Sex:

Hair:

Teeth:

Gender:

Hairstyle:

Build:

Height: ' cm

Beard:

Ethnic:

Weight: 0 kg

Pronoun:

Traits

Name Type:

Sub Type:

= = = = =

INVOLVEMENTS:

Type	Record #	Date	Description	Relationship
CT	M00000779	09/04/24	County Ordinance	*Defendant

STATE OF GEORGIA UNIFORM CITATION, ACCUSATION & SUMMONS

GA 0560400

NCIC NUMBER

CITATION NUMBER

M0000 0780

COURT COPY

COUNTY OF Fayette	AGENCY Fayette County Marshal's Office		LATITUDE	AGENCY INCIDENT/CASE NO 1124-04793
CITY OF (IF APPLICABLE)			LONGITUDE	COURT CASE NUMBER
DAY OF WEEK Wednesday	MONTH Sept	DAY 4	YEAR 2024	TIME OF DAY 1500
LOCATION OF OCCURRENCE 170 Lyndon Ave Fayetteville, GA 30214			LOCATION DESCRIPTION	

PERSON(S)

DEFENDANT	NAME (FIRST) Dwight	NAME (MIDDLE) Craig	NAME (LAST) Goodie	DATE OF BIRTH & AGE	JUV	R	S	HGT	WGT	HAIR	EYES
	OTN	PLACE OF BIRTH		OTN/ID NUMBER	STATE	TYPE OF ID		ID EXPIRES			
	SCARS/MARKS/TATTOOS			ENDORSEMENTS							
	STREET 361 KENNEDY CT			CITY MARIETTA	STATE GA	ZIP CODE 30060	PROBATION/PAROLE ☐ Yes ☐ No				
	DATE OF ARREST		LOCATION OF ARREST								
DEFENDANT EMAIL				DEFENDANT CELL #							

VEHICLE(S)

TAG / REG	STATE	EXPIRATION	VIN	YEAR	MAKE	MODEL/COLOR
-----------	-------	------------	-----	------	------	-------------

CHARGE(S)

IN VIOLATION OF ☐ GEORGIA CODE CODE SECTION		CODE DESCRIPTION	VIOLATION LEVEL ☐ MUST APPEAR BEFORE JUDGE
IN VIOLATION OF ☒ COUNTY ORDINANCE CODE SECTION 104-305		CITY ORDINANCE CODE DESCRIPTION Permit ; application fees ; fees	

NARRATIVE(S)

The undersigned certifies and swears that he/she has just and reasonable grounds to believe that the above named Defendant did commit, at the place and time aforementioned, the above violation(s) of law.

SHORT NARRATIVE DESCRIPTION

Written on behalf of Chris Stanley, Fayette County Environmental Management.

Land disturbance without a permit.

OFFICER NAME

OFFICER'S SIGNATURE

ID NO

1504

ORGANIZATION/UNIT

Fayette County Marshal's Office

COURT INFORMATION

YOU ARE HEREBY ORDERED TO APPEAR BEFORE/REPORT TO THE

Fayette County State Court
1 Center Drive
Courtroom 2 D
Fayetteville, GA 30214

PHONE: 770-716-4290

DEFENDANT SIGNATURE:

Sent Certified MailCOURT DATE: **Nov 25, 2024**COURT TIME: **1:00 pm**

To answer to the above charge. Your failure to appear shall result in a warrant issued for your arrest to be brought to court to answer the charge(s) above. By my signature, I authorize the court or a third party on their behalf to send text messages or phone calls to my cell phone to convey information regarding court appearances. I understand that standard text messaging rates will apply. I also understand that I may revoke this permission in writing at any by filing a notice to "opt-out" with the clerk. THIS SUMMONS/CITATION IS ISSUED BY AUTHORITY OF THE LAWS OF THE STATE OF GEORGIA.

STATE OF GEORGIA

UNIFORM CITATION, ACCUSATION & SUMMONS

GA 0560400

NCIC NUMBER

CITATION NUMBER

M0000 0780

DEPARTMENT COPY

COUNTY OF Fayette		AGENCY		LATITUDE		AGENCY INCIDENT/CASE NO	
CITY OF (IF APPLICABLE)		Fayette County Marshal's Office		LONGITUDE		M21-04743	
DAY OF WEEK	MONTH	DAY	YEAR	TIME OF DAY		COURT CASE NUMBER	
Wednesday	Sept	1	2021	1500			
LOCATION OF OCCURRENCE				LOCATION DESCRIPTION			
1901 Fayetteville Ave Fayetteville, GA 30214							

PERSON(S)

DEFENDANT	NAME (FIRST)	NAME (MIDDLE)	NAME (LAST)	DATE OF BIRTH & AGE	JUV	R	S	HGT	WGT	HAIR	EYES	
	Daught	Ray	Boyle									
	OTN	PLACE OF BIRTH	OTN/ID NUMBER	STATE	TYPE OF ID	ID EXPIRES						
	SCARS/MARKS/TATTOOS	ENDORSEMENTS										
	STREET	CITY	STATE	ZIP CODE	PROBATION/PAROLE							
	361 Kennerly Ct	Marion Ga	GA	30060	☐ Yes ☒ No							
DATE OF ARREST	LOCATION OF ARREST											
DEFENDANT EMAIL											DEFENDANT CELL #	

VEHICLE(S)

TAG / REG	STATE	EXPIRATION	VIN	YEAR	MAKE	MODEL/COLOR
-----------	-------	------------	-----	------	------	-------------

CHARGE(S)

IN VIOLATION OF		VIOLATION LEVEL	
☐ GEORGIA CODE	CODE DESCRIPTION	☐ MUST APPEAR BEFORE JUDGE	
IN VIOLATION OF			
☒ COUNTY ORDINANCE	CODE DESCRIPTION	☐ CITY ORDINANCE	
104-305	Permit required for excavation		

NARRATIVE(S)

The undersigned certifies and swears that he/she has just and reasonable grounds to believe that the above named Defendant did commit, at the place and time aforementioned, the above violation(s) of law.

SHORT NARRATIVE DESCRIPTION

weather in behalf of Chris Stanley, Fayette County Environmental management.

land disturbance without a permit.

OFFICER NAME	OFFICER'S SIGNATURE
ID NO 1501	ORGANIZATION/UNIT Fayette County Marshal's Office

COURT INFORMATION

YOU ARE HEREBY ORDERED TO APPEAR BEFORE/REPORT TO THE

Fayette County State Court
1 Center Drive
Courtroom 2 D
Fayetteville, GA 30214

PHONE: 770-716-4290

DEFENDANT SIGNATURE:

COURT DATE: **Nov 25, 2021**COURT TIME: **1:00 PM**

To answer to the above charge. **Your failure to appear shall result in a warrant issued for your arrest to be brought to court to answer the charge(s) above.** By my signature, I authorize the court or a third party on their behalf to send text messages or phone calls to my cell phone to convey information regarding court appearances. I understand that standard text messaging rates will apply. I also understand that I may revoke this permission in writing at any by filing a notice to "opt-out" with the clerk. THIS SUMMONS/CITATION IS ISSUED BY AUTHORITY OF THE LAWS OF THE STATE OF GEORGIA.

09/04/24
15:47

Fayette Co. Marshal's Office
Master Citation Table:

5023
Page: 1

Citation
Citation Num M00000780
Type CO County Ordin
State Citation Num Case Number M24-04793
Related Incident Submit Status

Defendant
Numbr 91343
Last BEADLE
DOB / / SSN - - Fst DWIGHT Mid CRAIG
Race Sx Tel () - Adr 361 Kenmure Ct
DLN Cty MARIETTA ST GA ZIP 30060
DLS

Details
Violation Date 15:00:00 09/04/24 Court Date 13:00:00 11/25/24
When Issued 15:00:00 09/04/24 Court STA FAYETTE COUNTY STATE
Issuing Officer PARTIN T Bond Type
Agency Code FCMO Bond Amount 0.00

Location
Address✓ 170 LAYDON AVE; NORTH HAVEN
City Fayetteville State GA ZIP 30214 Area FCSO3

Vehicle
No Plate ST Type
Speed - Actual 0 Posted 0 Safe 0
Circumstances

Comments

(See below)

Statute Code Disposition
Offenses 18- County Ordinance

= = = = =

INVOLVEMENTS:

Type	Record #	Date	Description	Relationship
NM	81591	09/04/24	STANLEY, CHRIS	Witness
NM	91343	09/04/24	BEADLE, DWIGHT CRAIG	*Defendant

Citation Case Numbers:

Seq	Case Numbers	Number
1		M24-04793

Miscellaneous comments:

Date, Time, Reporting Officer:

9/4/24, 15:29, Deputy Marshal James T. Partin

Description of the Incident:

On Wednesday, September 4, 2024, at approximately 1500, I received a request from environmental management for citations to be issued in reference to code violations.

I issued citations on behalf of Chris Stanley - Environmental Management to Dwight craig Beadle for the following violations.

Citation M00000779 for violation of county code section 104-183 Watershed Buffer Protection and Replacement.

Citation M00000780 for violation of county code section 104-305 Permi; Application; Fees

I sent the citation to Beadle regular and certified mail. I also sent a copy to his email address.

End of report.



Name and Address
 Number: 81591
 Last: STANLEY First: CHRIS Middle:
 Address: 140 W STONEWALL AVE Suite Address History:
 City: FAYETTEVILLE State: GA ZIP: 30214
 Zone: Area:
 Death: / / Alias:
 Moniker:

Personal Identification
 DL Number: SSN: - - State ID:
 DL State: Class: FBI: Local ID:
 Home Tel: () - Other Tel:
 Work Tel: (770)305-5230 Internet:

Physical Description
 DOB: / / Eyes: Complxn:
 Race: Glasses: Speech:
 Sex: Hair: Teeth:
 Gender: Hairstyle: Build:
 Height: ' cm Beard: Ethnic:
 Weight: 0 kg Pronoun:

Traits

Name Type: Sub Type:

= = = = =

INVOLVEMENTS:

Type	Record #	Date	Description	Relationship
CT	M00000779	09/04/24	County Ordinance	Witness
CT	M00000780	09/04/24	County Ordinance	Witness
CT	M00000956	03/13/24	County Ordinance	Witness
CT	M00000957	03/13/24	County Ordinance	Witness
CT	M00000958	03/13/24	County Ordinance	Witness
CT	M00000960	03/02/24	County Ordinance	Witness
CT	M00000961	03/02/24	County Ordinance	Witness
CT	M00000962	03/02/24	County Ordinance	Witness
CT	M00000963	03/02/24	County Ordinance	Witness
CT	M00000953	02/14/24	County Ordinance	Witness
CT	M00000954	02/14/24	County Ordinance	Witness

Name and Address
 Number: 91343
 Last: BEADLE First: DWIGHT Middle: CRAIG
 Address& 361 Kenmure Ct Address History:
 City: MARIETTA State: GA ZIP: 30060
 Zone: Area:
 Death: / / Alias:
 Moniker:

Personal Identification
 DL Number: SSN: - - State ID:
 DL State: Class: FBI: Local ID:
 Home Tel: () - Other Tel:
 Work Tel: () - Internet:

Physical Description
 DOB: / / Eyes: Complxn:
 Race: Glasses: Speech:
 Sex: Hair: Teeth:
 Gender: Hairstyle: Build:
 Height: ' cm Beard: Ethnic:
 Weight: 0 kg Pronoun:

Traits

Name Type: Sub Type:

= = = = =

INVOLVEMENTS:

Type	Record #	Date	Description	Relationship
CT	M00000779	09/04/24	County Ordinance	*Defendant
CT	M00000780	09/04/24	County Ordinance	*Defendant

170 Laydon Ave-



Parcel Number	055104007
Location Address	170 LAYDON AVE
Legal Description	N/A
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District	County Uninc (District 01)
Millage Rate	0.004034
Acres	0
Homestead Exemption	No (S0)

Owner Information

**BEADLE DWIGHT CRAIG
361 KENMURE CT
MARIETTA, GA 30060**

170 Laydon Ave-**Building Safety Enforcement Timeline:**

See the attached permit history with rejection in 2023

Department of Building Safety-DBS

Environmental Management Department- EMD

Friday, July 26th, 2024

8:30 am: Brian Harris from Environmental Management visited the Department of Building Safety, speaking with Caitlin Reul about the address 170 Laydon Ave. Fayetteville, GA 30214

While conducting the EMD Plan Review for a proposed Residential New Structure, Brian looked at his software with the recent maps and noticed that the lot already showed a home built on the property. He printed out a copy to give to DBS to confirm if this was accurate.

9:30 am: Caitlin Reul, Nicole Anderson from DBS, and Todd Bethune from EMD visited the site. It was confirmed that the entire house was erected. We walked around the house, and the contractor, Louis White, was onsite and opened the inside for us, allowing us access to the house. Pictures of the interior and some of the exteriors were obtained.

Mr. White informed Nicole that he already had engineer letters to cover the work that had been completed. We explained to the contractor that we would be posting an SWO on-site, that no work would be continued on the property until a permit was issued and approved, and that the Building Official Leslie Nieber would reach out on Monday, July 29th, 2024.

10:03 am: A Stop Work Order was posted on the structure and above the permit box by the road. EMD posted an ESC-SWO. Todd explained to the contractor that the only work he could do would be to add rock to the construction exit and some temporary stabilization on the property.

July 29th, 2024—Nieber contacted Louis White, contractor, via phone and scheduled a meeting for July 30th, 2024, at 11:00 a.m. in her office.

July 30, 2024: Leslie Nieber and Louis White, the Contractor for the property at 170 Laydon Drive, met. Seven citations were issued to the contractor, with an advised court date. There were no issues with the issuance.

Clear direction was given for the presented plans, with corrections needed.

The pool excavation area was discussed, with an unsafe open hole in the ground. Action is required in the way of a demolition permit or permit application.

Nieber summary: Gross negligence regarding the Fayette County ordinances and requirements for obtaining an issued building permit was observed as an entire home was erected before the approval by Planning and Zoning, Environmental Management, and Building Safety.

Building Safety issued the attached citations, and the photographic evidence is included in this report.

Citations Court Date: October 1, 2024, at 1:00 pm

170 Laydon Ave-

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170 Laydon Ave-







170 Laydon Ave-



170 Laydon Ave-





170 Laydon Ave-







170 Laydon Ave-







170 Laydon Ave-



170 Laydon Ave-







170 Laydon Ave-





170 Laydon Ave-











170 Laydon Ave-



170 Laydon Ave-



170 Laydon Ave-

Fayette County
Permits & Inspections Department
 140 Stonewall Avenue West - Suite 201 - Fayetteville, GA 30214
 Phone: 770-460-5730, x5403 Fax: 770-460-8663
 Web: http://www.fayettecountyga.gov/bldg_permits/info002.asp

No. _____

STOP WORK!

BY ORDER OF FAYETTE COUNTY, STATE OF GEORGIA
 FAILURE TO COMPLY WITH THIS NOTICE WILL RESULT IN ACTION AS REQUIRED BY LAW.

IF YOU DO NOT UNDERSTAND THIS NOTICE, CONTACT
 THE PERMITS & INSPECTIONS DEPARTMENT.

PERMIT #: _____ DATE: 7/26/24
 SITE ADDRESS: 170 Laydon Ave. APN: _____
 PROJECT/SUBDIVISION: _____ LOT #: _____ UNIT #: _____ BUILDING #: _____
 OWNER/CONTRACTOR: _____ PHONE #: _____
 SCOPE OF WORK: Building prior to issued permit - SFD
☒ BUILDING ☒ ELECTRICAL ☒ MECHANICAL ☒ PLUMBING
☐ FENCE/WALL ☐ MANUFACTURED HOME ☐ OTHER: _____

VIOLATION!

SECTION: Fayette County Code's IRC ABC NEC IMC IPC OTHER: _____
 SECTION: Fayette Co. Ordinances FAYETTE COUNTY CODE.
 REFER TO STOP WORK ORDER RECEIPT NO. _____ FOR DETAILS REGARDING THIS NOTICE.
 NOTICE SERVED UPON: POSTED
 INSPECTOR: Carlin Ren DATE: 7/26/24 TIME: 10:03 (A.M./P.M.)

DO NOT REMOVE THIS NOTICE

UNTIL WORK IS RELEASED BY THE PERMITS & INSPECTIONS DEPARTMENT

Revised 12/15/08

170 Laydon Ave-



170 Laydon Ave-

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I. Introduction

This email provides a detailed chronological timeline of the permitting process for 170 Laydon Ave, permit number RNEW-07-24-073333, for your review. It includes a comprehensive account of the initial application errors, the Environmental Management Department (EMD) site visit, a Stop Work Order (SWO) issuance, subsequent meetings, and ongoing legal actions. This timeline highlights significant discrepancies between the submitted plans and the existing site conditions, culminating in multiple citations and a pending court case.

II. Timeline of Events

A. Initial Application and Rejections (July 2023 - July 2024)

- **July 20, 2023**, 1:27 PM: Initial incorrect permit application (RSTD-07-23-084669) for residential standalone electric, submitted by YDG Design Group (Louis White).
- July 21, 2023, 8:43 AM: Initial application rejected due to incorrect permit type. RSTD-07-23-084669) Abandoned.
- **September 14, 2023, 3:03 PM: New permit application (RNEW-07-24-073333)** for a new single-family home submitted by YDG Design Group (Louis White).
- **September 15, 2023**, 1:35 PM: Application rejected at intake due to multiple deficiencies, including incomplete affidavits, missing licenses, improper driveway cut form, deed mismatch, and incorrect Environmental Health form signature.
- **NO Activity by applicant.**
- **April 29, 2024**, 1:05 PM: Application abandoned due to inactivity (180 days).
- April 30, 2024, 11:04 PM: Application archived by the system.
- June 21, 2024, 9:46 AM: Application unarchived and reopened at the applicant's request (Sunny Fitzgibbon).
- July 8, 2024, 1:59 PM: Louis White resubmitted the application. The applicant never communicated that **the home was erected**.
- July 8, 2024, 4:21 PM: Application rejected at intake due to multiple deficiencies, including incomplete subcontractor affidavits, improper driveway cut form, outdated authorized permit agent form, and expired occupational tax certificate and state license.
- July 22, 2024, 6:37 PM: Application resubmitted by Louis White.
- July 23, 2024, 3:26 PM: Application intake accepted, residential plan review fee added and sent to the applicant.
- July 24, 2024, 3:37 PM: Plan review fee paid by Louis White.
- **July 24, 2024**, 3:43 PM: Application routed to Planning & Zoning, Environmental Management, and Building Safet

- July 25, 2024, 9:13 AM: Additional files requested by Nicole Anderson (Building Safety).

VIOLATION DISCOVERED: Site Visit and Stop Work Order

- **July 26, 2024**, 8:30 AM: Brian Harris (EMD) identifies an existing structure on property maps aerial during the review. Communicates to Building Safety.
- July 26, 2024, 9:30 AM: Site visit by Caitlin Reul, Nicole Anderson (DBS), and Todd Bethune (EMD) confirms a fully erected house.
- July 26, 2024, 10:03 AM: Stop Work Order (SWO) Notice of Violation (NOV) and ESC-SWO posted on site.
- July 26, 2024, 11:23 AM: Certificate of Zoning Compliance issued by Deborah Sims.
- July 26, 2024, 11:24 AM: Planning & Zoning review approved by Deborah Sims.
- July 29, 2024 - Leslie Nieber contacts Louis White, scheduling a meeting.
- July 29, 2024, 10:33 AM: Building Safety review disapproved by Leslie Nieber due to discrepancies, missing information, and pool issues.
- July 29, 2024, 2:37 PM: Environmental Management review disapproved by Brian Harris due to the lack of a state waters determination.

C. Meetings and Citations (July - August 2024)

- **July 30, 2024**, 11:00 AM: Office meeting between Leslie Nieber and Louis White. Seven citations were issued. Discussion of plan correction and pool excavation. (No Determination of Watershed protection at this point had been made)
- July 30, 2024, 12:12 PM: Note added by Leslie Nieber regarding the meeting.
- July 30, 2024, 12:54 PM: Building Safety review reopened by Leslie Nieber.
- July 30, 2024, 1:04 PM: Building Safety review disapproved by Leslie Nieber due to required corrections.
- July 31, 2024, 8:48 AM: Revised plans uploaded by Lisa Best, reopening department reviews.
- July 31, 2024, 9:02 AM: Planning and Zoning review approved again.
- July 31, 2024, 11:09 AM: The building safety review was disapproved by Nicole Anderson due to the missing attic access location.
- July 31, 2024, 3:00 PM: Environmental Management review disapproved by Brian Harris; state waters determination required.
- August 2, 2024, 4:17 PM: Building Safety review reopened by Nicole Anderson.

- August 2, 2024, 5:00 PM: Inspections added to the project by Nicole Anderson.
- August 5, 2024, 8:59 AM: Building safety review was approved, with requirements for engineer's letters and marked-up plans upon permit issuance.
- August 7, 2024, 2:05 PM: Engineer letters uploaded by Louis White, reopening all department reviews.
- August 7, 2024, 2:12 PM: Building Safety review approved by Nicole Anderson.
- August 7, 2024, 3:01 PM: Planning and Zoning review approved by Deborah Sims.
- August 8, 2024, 9:50 AM: Deferred submittal hold placed by Nicole Anderson; engineer's letter needed for inspections.
- August 8, 2024, 3:59 PM: Environmental Management review disapproved by Brian Harris, state water determination-
- August 30th—An EMD letter was mailed to the homeowner stating that Environmental Health Denied the application for a permit.

D. Legal and Compliance Actions (October 2024 - March 2025)

- October 1, 2024: Louis White Court date for violations issued by Nieber: The contractor paid fines, and the court advised the owner of additional citations.
- October 2, 2024: Citations Issued Craig Beadle – Owner. By Keller/Nieber
DBS letter regarding permitting options under a new relocation waters or demolition application permit was given to and mailed to the owner.
- November 16, 2025: Order to appear
- January 14, 2025, Court: Discussions regarding appeal options for the Environmental Management denial. The court granted a continuance per Keller's appeal accuracy and county direction.
- March 12th, 2025, court date pending regarding compliance status (Nieber/Keller)
Nieber prepared for trial.

170 Laydon Ave — Environmental Management Department (EMD) Timeline

Case Summary

- Property: 170 Laydon Ave (a.k.a. “Lot 7, North Haven”) — within the Flint River Watershed Large Water Supply Watersheds as defined by the Environmental Planning Criteria .
- Resource of concern: Perennial stream on site → Watershed Protection buffer applies.
- Enforcement: Citations issued September 4, 2024 for land disturbance without permit and Watershed Protection Ordinance violation.
- Court: Multiple continuances; before Judge Thompson.
- Variance: Application submitted July 10, 2025; denied August 1, 2025.

2022

Date	Event
April 14, 2022	Deborah Sims emailed a property evaluation form to Mr. Beadle. The form noted the 1993 USGS Riverdale quadrangle shows a stream on the property and that a State Waters determination is required.

2023

Date	Event
January 5, 2023	Brian Harris emailed the property evaluation form to Mr. Beadle.
September 9, 2023	Building application submitted and rejected at intake by building and safety
July 8, 2023	Resubmitted building application

2024

Date	Event
July 8, 2024	Building permit application submitted in SageGov for 170 Laydon Ave and rejected at intake for multiple reason.
September 15, 2024	Building permit application submitted; review found residential construction had already begun.

August 8, 2024	Mr. Beadle signed a Permission to Enter Private Property form authorizing a site visit for state water determination.
August 16, 2024	Two County inspectors independently confirmed the on-site stream is perennial (buffer required). Lot 7 of North Haven lies within the Flint River Watershed.
September 3, 2024	Mill Creek Environmental performed a state waters determination confirming a perennial stream on the property.
September 4, 2024	Citations were issued for land disturbance without a permit and violation of the Watershed Protection Ordinance.
November 11, 2024	First court date – Continuance.

2025

Date	Event
January 14, 2025	Second court date – Continuance.
February 19, 2025	Attorney Jillian Todd (for Mr. Beadle) contacted the County Attorney and County Administrator regarding an appeal of EMD decisions to the BOC.
March 14, 2025	Third court date – Continuance. Court maintained compliance expectations including removal of the unpermitted structure. Clarified that a request to be on a BOC agenda does not void citations. Homeowner's counsel elected for a bench trial scheduled for May 29, 2025 (Judge Thompson).
March 31, 2025	Meeting with Mr. Beadle's new attorney, Rick Lindsey; agreed they would submit a variance application.
May 13, 2025	Attorney Lindsey requested a meeting; County Attorney advised staff not to attend and to request formal variance submittal.
June 10, 2025	County requested update; attorney replied he had been out the prior week and needed to contact the engineer.
June 24, 2025	County requested update; attorney replied he had the plan and needed to complete the application form.
July 2, 2025	Attorney Lindsey indicated the application was ready; awaiting Mr. Beadle's hospital discharge to sign.
July 10, 2025	Variance application submitted by attorney Rick Lindsey.

August 1, 2025	Variance application denied.
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Key Parties & Roles (from timeline references)

Name	Role / Affiliation	Notes
Dwight Beadle	Property Owner	Permission to Enter signed Aug 8, 2024.
Deborah Sims	Fayette County EMD	Emailed property evaluation form Apr 14, 2022.
Brian Harris	Fayette County EMD	Emailed property evaluation form Jan 5, 2023.
Mill Creek Environmental	Consultant	State waters determination Sep 3, 2024.
Jillian Todd	Attorney for Mr. Beadle	Discussed appeal to BOC on Feb 19, 2025.
Rick Lindsey	Attorney for Mr. Beadle	Led variance application; submitted Jul 10, 2025.
Judge Thompson	Court	Bench trial scheduled October

FAYETTE COUNTY ENVIRONMENTAL MANAGEMENT
APPLICATION FOR WATERSHED VARIANCE

Exhibit
14

PROPERTY OWNER(S): DWIGHT BEADLE
MAILING ADDRESS: 170 LAYDON AVENUE, FAYETTEVILLE, GA 30214
PHONE: (404) 934-5422 FAX: _____
AGENT FOR OWNER(S): RICHARD (RICK) LINDSEY
MAILING ADDRESS: 200 WESTPARK DRIVE, SUITE 280, PEACHTREE CITY, GA 30269
PHONE: (770) 486-8445 FAX: (770) 486-8889
PROPERTY LOCATION: LAND LOT: 055104007 LAND DISTRICT: 5th PARCEL: _____
TOTAL NUMBER OF ACRES OF SUBJECT PROPERTY: 2.02
PROPERTY ADDRESS: 170 LAYDON AVENUE, FAYETTEVILLE, GA 30214
PRESENT USE OF SUBJECT PROPERTY: RESIDENTIAL
PROPOSED USE OF SUBJECT PROPERTY: RESIDENTIAL
OWNER/AGENT SIGNATURE:  DATE: 7-8-2025

Attach all the following information or the applications is considered incomplete.

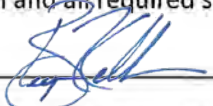
1. A site map that includes locations of all streams, wetlands, floodplain boundaries and other natural features, as determined by field survey
2. A description of the shape, size, topography, slope, soils, vegetation and other physical characteristics of the property
3. Locations of all existing and proposed structures and other impervious cover, the limits of all existing and proposed land disturbance, both inside and outside the buffer and setback. The exact area of the buffer to be affected shall be accurately and clearly indicated
4. Documentation of unusual hardship should the buffer be maintained
5. At least one alternative plan, which does not include a buffer or setback intrusion, or an explanation of why such a site plan is not possible
6. Calculation of the total area and length of the proposed intrusion
7. A stormwater management site plan, if applicable
8. Proposed mitigation, for the intrusion. If mitigation is not proposed, explain why

(THIS AREA TO BE COMPLETED BY STAFF) APPLICATION NUMBER: _____

☐ Application Insufficient due to lack of:

by Staff: _____ Date: _____

☐ Application and all required supporting documentation is Sufficient and Complete

by Staff:  Date: 8/1/2025

☐ Approved With conditions (Attached) ☐ Approved as submitted ☒ Denied

DATE OF BOARD OF COMMISSIONERS MEETING: 8/14/2025 and 8/28/2025

Note: Applications must be filed by the subject property owners or by the authorized agent of the property owners.

Required documents and information

1. Site map that includes locations of streams, etc. is attached.
2. A description of the shape, size, and topography of the property is attached.
3. Location of existing and proposed structures and other impervious cover is attached.
4. The existing house, which is almost complete and is dried in, will have to be torn down.
5. An alternative plan is not possible. As shown on the included site plan, there is insufficient property that lies outside of the 150' impervious surface setback. The lot is not buildable with the 150' impervious surface setback in place.
6. The impervious encroachment into the 100' buffer is 1,830 square feet and the impervious encroachment into the 150' setback is 3,875 square feet. In order to complete the proposed mitigation plan, the property owner is requesting pervious disturbance encroachment into the 100' buffer of 14,670 square feet.
7. A stormwater management site plan is attached.
8. A proposed mitigation plan is attached.



WATERSHED PROTECTION VARIANCE APPLICATION

FAYETTE COUNTY ENVIRONMENTAL MANAGEMENT

140 Stonewall Avenue West, Suite 203, Fayetteville, Georgia 30214

Phone: 770-305-5410 Fax: 770-305-5256

website: www.fayettecountyga.gov

A request for a variance may be submitted by an applicant who has been denied a permit by the Environmental Management Department or by an owner or developer who has not previously applied for a permit for the reasons stated within the Fayette County Watershed Protection ordinance. A request for a variance may not be submitted when the recorded final plat defines a watershed buffer and setback.

(a) A variance shall be issued only when all of the following conditions are met:

1. When there are unusual circumstances, such that strict adherence to the minimal buffer/setback requirements in this article would create an extreme hardship.
2. When necessary for the conduct of a functionally dependent use, provided the criteria of this section are met, no reasonable alternative exists, and the development is protected by methods that minimize buffer disturbances.

(b) Any person requesting a variance shall, from the time of the request until the time the request is acted upon, submit such information and documentation as the environmental management department and the board of commissioners shall deem necessary to the consideration of the request.

(c) Upon consideration of the factors listed below and the purposes of this ordinance, Environmental Management Department and the Fayette County Board of Commissioners may attach such conditions to the granting of variances as they deem necessary or appropriate, consistent with the purposes of this ordinance.

(d) In reviewing requests the environmental management department (and the board of commissioners when considering an appeal pursuant to subsection (c) of this section) shall consider all technical evaluations, relevant factors, and all standards specified in the watershed protection ordinance.

(e) Any person to whom a variance is granted shall be given written notice specifying the difference between the current buffers and setbacks requirements and the buffers and setbacks allowed by the variance.

The following factors will be considered in determining whether to issue a variance:

1. The shape, size, topography, slope, soils, vegetation and other physical characteristics of the property;
2. The locations of all streams on the property, including along property boundaries;
3. The location and extent of the proposed buffer or setback intrusion; and,
4. Whether alternative designs are possible which require less intrusion or no intrusion;
5. The long-term and construction water-quality impacts of the proposed variance; and,
6. Whether issuance of the variance is at least as protective of natural resources and the environment.

Factors Supporting Request for Variance

A variance is appropriate for issuance in this matter as there are unusual circumstances, such that strict adherence to the minimal buffer/setback requirements of the Watershed Protection ordinance would create an extreme hardship as explained and set forth below. In addition, for any use of the property in question, no reasonable alternative development exists. The applicant is proposing a mitigation plan to protect the stream from the buffer disturbance.

The factors and circumstances that support the issuance of a variance are as follows:

1. Mr. Beadle is innocent of any wrongdoing and did not cause the intrusion into the Watershed Protection area. Mr. Beadle hired a licensed contractor to construct the home on 170 Laden Avenue and depended upon the contractor to comply with all local ordinances and state law. In 2022, prior to any construction work on the house, Mr. Beadle was informed by Deborah Sims that a stream is identified on the property and a state waters determination is needed. (See Environmental Management – Property Evaluation dated 4/14/2022 attached as Exhibit “A”.) However, the Property Evaluation also states, “This lot is eligible to receive a land disturbance permit prior to the building permit.” A surveyor was hired by the contractor to determine the exact location of the stream. The survey prepared in April of 2023 shows a stream but also shows the 25’ state buffer. The survey does not show any additional buffers or setbacks. (See survey prepared by Hurd Prince & Associates, Inc. dated April 25, 2023 attached as Exhibit “B”.) Based on the survey, the contractor gave assurance to Mr. Beadle that the lot was buildable. The contractor selected the location for the house to be outside of the 25’ state buffer and outside of the building setbacks. Mr. Beadle was not involved in that process other than agreeing to the location selected for the house, but when doing so he had no knowledge of required setbacks and buffers. He depended on his contractor and surveyor for that. Mr. Beadle trusted his contractor and for good reason. The same contractor had previously built a house for Mr. Beadle in Legacy Hills in the northern part of Fayette County with no issues. As such, Mr. Beadle was comfortable with the information provided to him by his contractor, which appeared to be confirmed by the surveyor.
2. The lot in question was platted in October of 1998. (See plat dated October 27, 1998 recorded in Plat Book 31, Page 182 attached as Exhibit “C”.) While I have not been able to locate a copy of the ordinance in effect in October of 1998, the ordinance found in the 2007 Code adopted on January 14, 1998, amended on June 22, 2000 and again on June 9, 2005 required a 50’ undisturbed natural buffer and 75’ setback measured from the stream bank and not from the edge of the buffer. (See Section 8-203(10)(a) & (b) attached as Exhibit “D”.) I assume the 2000 and 2005 amendments to the watershed protection ordinance did not decrease any buffers in place prior to that date. Thus, I assume that the required buffer and setback in 1998 would not have been any greater than those in effect in 2000 and 2005, which were 75’ from the stream bank.

The current ordinance, which requires the 100’ buffer and 50’ setback measured from the buffer, was adopted in 2019, twenty-one years after the property was platted. The current buffer and setback make the lot unbuildable. (See the Existing Conditions site plan

prepared by Highland Land Planning and yellow dotted line showing the 150' impervious surface setback attached as Exhibit "E".) With the current required 150' buffer and setback, the lot is not buildable. Pushing the house back behind the 150' impervious surface setback forces an encroachment into the 30' building setbacks of the southern and eastern property lines. Additionally, the limited buildable area is not large enough for a septic system. The property is 2.02 acres in size. The buildable area is about 1/6 to 1/5 of the property – far less than the one acre minimum required by the County for a septic system. The lot was buildable when platted in 1998 since the 75' setback leaves sufficient area to build the house. (See the yellow dotted line showing the 75' impervious surface setback on Exhibit "E".) It is not now buildable with the current impervious surface setback.

3. Mr. Beadle obtained a construction loan from United Community Bank to build his house. The house is almost complete (see attached photo of the house attached as Exhibit "F"), and the loan proceeds are almost depleted. Mr. Beadle does not have the funds to tear down the house and start over on another lot. If Mr. Beadle were to default on the loan, United Community Bank is not likely to foreclose on the property as it will not want to have the liability associated with the property, the responsibility for demolishing the house, and be stuck with an unbuildable lot. Thus, the most likely scenario if the variance is not granted is that the house will remain in its current state of completion, remain vacant, deteriorate, and become a nuisance to the community and the County.
4. Mr. Beadle hired Jason Walls of Highland Land Planning to prepare an effective mitigation plan to alleviate the issues caused by the unintended encroachment. (See mitigation plan attached as Exhibit "G". I will send the plan electronically so that they may be enlarged and revised more closely than is possible on the printed copies.) The mitigation plan, which will be expensive to implement, is designed to rectify and address the problem so that water discharged into the perennial stream does so at a quality commensurate with that if the encroachment had not occurred and at a flow rate that would have existed had the encroachment not occurred.
5. Finally, if the County has additional measures it would like to see in the mitigation plan short of demolishing the house, Mr. Beadle is willing to consider those and adding them to the mitigation plan.

LINDSEY & LACY, PC



Richard P. Lindsey

Environmental Management – Property Evaluation



Subdivision North Haven, Lot 7
Parcel Number 055104007
Location Address or Approximate Address
Reviewer Deborah Sims
Date 4/14/2022



Floodplain The property **is adjacent to** Zone AE (studied) floodplain per FEMA FIRM panel 13113C0039E dated September 26, 2008.
 The property **DOES** contain a man-made flooding hazard. The base flood elevation is 840 and the minimum finished floor is 843. The owner/developer may submit a letter prepared by a licensed professional engineer to Environmental Management which states grading within the sub-basin provides unconstrained, positive drainage away from the building at a minimum 2% slope in lieu of meeting a minimum finished floor elevation of 843. The elevation data shall be prepared by or under the direct supervision of a licensed land surveyor or professional engineer certified by the same.

State Waters The 1993 USGS Quadrangle for Riverdale, GA identifies a stream on the property. A state waters determination is required to determine if there is a stream requiring buffers.

Soils Per the Soil Survey of Clayton, Fayette, and Henry Counties, Georgia issued September 1979, the property has the following soil categories:
 AmB – This soil has high potential for most urban and recreational uses. The subsoil percs slowly and is a limitation for septic tank absorption fields, but this can be overcome by good design and construction.

Fayette County makes every effort to produce and publish the most current and accurate information possible. However, the property evaluations are produced for informational purposes only, and are NOT surveys or legal records. No warranties, expressed or implied, are provided for the data and information herein, their use, or their interpretation.

Environmental Management – Property Evaluation



Consult Environmental Health for more information.
(770)305-5415

Wetlands

The property **DOES NOT** contain wetlands per the U.S. Department of the Interior, Fish and Wildlife Service 1994 National Wetland Inventory Map.

Drainage

There is a piped drainage easement shared with North Haven, Lot 6.

Development

A state waters determination is required to determine if the stream identified on the 1993 USGS Quadrangle is a perennial stream. If it is a perennial stream or if an acre or more is disturbed, an approved erosion control plan following the Stand Alone Checklist is required. This lot is eligible to receive a land disturbance permit prior to the building permit.

Comments

None.

Fayette County makes every effort to produce and publish the most current and accurate information possible. However, the property evaluations are produced for informational purposes only, and are NOT surveys or legal records. No warranties, expressed or implied, are provided for the data and information herein, their use, or their interpretation.

SURVEYORS NOTES

1. STORM SEWER, SANITARY SEWER AND OTHER BURIED UTILITIES MAY HAVE BEEN PAVED OR COVERED OVER. THE LOCATION OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE GROUND STRUCTURES AND RECORD DRAWINGS PROVIDED TO THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES MAY BE ENCOUNTERED. NO EXCAVATION WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES. BEFORE EXCAVATION ARE BEGUN, CALL THE UTILITIES PROTECTION CENTER FOR ADDITIONAL INFORMATION.
2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENT OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT A CURRENT TITLE SEARCH MAY DISCLOSE.
3. THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS, OR ENTITY WITHOUT THE EXPRESS RECTIFICATION OF THE SURVEYOR NAMING SUCH PERSON, PERSONS OR ENTITY.
4. BEARINGS SHOWN WERE COMPUTED FROM ANGLES TURNED FROM A SINGLE MAGNETIC OBSERVATION.
5. THIS PROPERTY IS SUBJECT TO CURRENT ZONING REGULATIONS AND RESTRICTIONS.
6. ALL REBARS SET ARE 1/2" REBARS UNLESS OTHERWISE NOTED.
7. THE EXISTENCE, SIZE AND LOCATION OF IMPERVIOUS BUFFERS ARE SUBJECT TO FINAL DETERMINATION BY THE LOCAL ISSUING AUTHORITY, CITY, OR COUNTY.

LEGEND

P.O.B. POINT OF BEGINNING
P.O.R. POINT OF REFERENCE
O.H.P. OVERHEAD POWER LINE
P.P. POWER POLE
L.L. LAND LOT LINE
I.P.F. 1/2" IRON PIN FOUND
I.P.S. 1/2" IRON PIN SET
O.T. OPEN TOP FOUND
C.L. CENTER LINE
G.M. GAS METER
W.L. WATER LINE

N/F
RADAN JERKO
PARCEL ID: 055104006
DB: 5161 PG: 325
PB: 31 PG: 182-184
ZONING: R-60
175

CURVE TABLE				
CURVE	LENGTH	RADIUS	BEARING	CHORD
CL	85.69	60.00	N44°01'19"E	78.59

APPROX. 100 YEAR
FLOOD PLAIN

FLOOD STATEMENT:

PORTION OF THIS PROPERTY IS LOCATED IN A FEDERAL FLOOD AREA AS INDICATED BY "F.I.A. OFFICIAL FLOOD HAZARD MAP PANEL # 13113C0039E DATE 9/26/2008

NOTE:

1. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 65,580 FEET AND AN ANGULAR ERROR OF 00 00'06" PER ANGLE POINT AND WAS ADJUSTED USING COMPASS RULE. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1: 183,383 FEET
2. ANY & ALL UNDERGROUND UTILITIES, I.E. SEWER, STORM, GAS, WATER, ETC. HAVE NOT BEEN FIELD LOCATED BY CONVENTIONAL SURVEY METHODS.
3. NO VISIBLE EVIDENCE OF A CEMETERY FOUND.

INSTRUMENT USED:

GEOMAX ZOOM 90 ROBOTIC TOTAL STATION.
REFERENCE USE PB: 31 PG: 182-184
REFERENCE USE DB: 5161 PG: 325

GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

N/F
BLIZZARD HAROLD A.
PARCEL ID: 055103004
DB: 1046 PG: 499
PB: 16 PG: 92
177 WILKINS RD

BOUNDARY SURVEY OF EXISTING CONDITION FOR: DWIGHT BEADLE

170 LAYDON AVENUE
FAYETTEVILLE, GA 30214
PARCEL ID: 055104007
LAND LOT: 231 5th DISTRICT
FAYETTE COUNTY, GEORGIA
DATE OF FIELD SURVEY: 4-24-2023
SCALE 1"=50' DATE OF PLAT 4-25-2023
JOB # 28114

SURVEYOR'S CERTIFICATE

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated herein. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Regulation for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 46-5-7.



4-25-2023

WALTER F. PRINCE Georgia RLS No. 2808 Date

HURD PRINCE & ASSOCIATES, INC.

Consulting Planners & Surveyors
110 MLK SR HERITAGE TRAIL
STOCKBRIDGE, GEORGIA 30281-3424

Phone (678)-593-5450 Cell (404) 372-7304



FINAL PLAT OF

NORTH HAVEN

LAND LOT 231 5TH. DISTRICT

FAYETTE COUNTY, GEORGIA

OCTOBER 27, 1998

OWNER'S ACKNOWLEDGEMENT

WE, THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN ON THIS PLAT HEREBY OPEN TO PUBLIC USE THE AMOUNT RESERVE FOR PUBLIC USE THE RIGHT-OF-WAY, EASEMENTS AND OTHER SHOWN SHOWN.

OWNER:

DATE: 24 Feb 1999

THIS PLAT HAS BEEN REVIEWED BY A REPRESENTATIVE OF THE FAYETTE COUNTY HEALTH DEPARTMENT AND BASED ON PERCOLATION TESTS RESULTS LAY OF THE LAND, SOIL INFORMATION, ETC. THIS LAND APPEARS TO BE SUITABLE FOR THE INSTALLATION OF SEWER LINES AND DRAIN FIELDS. HOWEVER, EACH LOT WILL HAVE TO BE INSPECTED TO DETERMINE LOCATION OF HOUSE, STYLE OF HOUSE, ETC. BEFORE FINAL APPROVAL CAN BE ISSUED.

APPROVED BY DEPARTMENT OF PUBLIC HEALTH, FAYETTE COUNTY, GEORGIA

DATE: 3-18

SIGNED: [Signature] SPECIALIST

FINAL PLAT APPROVED BY COUNTY CHIEF OF FAYETTE COUNTY, ALL AS-BUILT CONSTRUCTION PLANS HAVE BEEN APPROVED.

DATE: 3/18/99

SIGNED: [Signature] COUNTY ENGINEER

APPROVED BY THE FAYETTE COUNTY PLANNING COMMISSION

DATE: 3-22-99

SIGNED: [Signature] SECRETARY

APPROVED BY FAYETTE COUNTY ZONING ADMINISTRATION

DATE: 3/1/99

SIGNED: [Signature] ZONING ADMINISTRATION

APPROVED BY FAYETTE COUNTY FIRE MARSHALL. ALL FIRE HYDRANTS

DATE: 3/12/99

SIGNED: [Signature] FIRE MARSHALL

FAYETTE COUNTY DOES NOT ACCEPT THE OWNERSHIP, MAINTENANCE, OR RESPONSIBILITY FOR ANY SEWERAGE EASEMENT OR OVERALL DRAINAGE PLAN OR THE LACK OF ONE, INDICATED BY THIS PLAT.

SURVEYOR'S ACKNOWLEDGEMENT

I CERTIFY THAT ALL MEASUREMENTS ARE CORRECT AND WERE PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, THAT MONUMENT LOCATIONS ARE CORRECTLY SHOWN, AND THAT THE PROPERTY WILL BE DRAIN AS SHOWN. MONUMENTS ARE SHOWN BY MON. POS.

SURVEYOR: [Signature] DATE: 3/24/98

LEGEND:

- | | | | |
|---------|---------------------------|---------|--------------------------------|
| FL | = FLOW LINE | ROP | = REINFORCED CONCRETE PIPE |
| PP | = POWER POLE | CMP | = CORRUGATED METAL PIPE |
| YI | = YARD INLET | FES | = FLARED END SECTION |
| FH | = FIRE HYDRANT | HMB | = CONCRETE HEADWALL |
| IPS | = IRON PIVOT SET | JB | = JUNCTION BOX |
| IPF | = IRON PIVOT FOUND | SSE | = SANITARY SEWER EASEMENT |
| CT | = CRIMP TOP | TW | = TOP WALL |
| CO | = CLEAN OUT | LLL | = LAND LOT LINE |
| SW | = SIDEWALK | SDMH | = STORM DRAIN MANHOLE |
| BSL | = BUILDING SETBACK LINE | SDMH | = SOUTHERN BELL MANHOLE |
| FOC | = FACE OF CURB | -W- | = WATER LINE |
| BQC | = BACK OF CURB | -SS- | = SANITARY SEWER LINE |
| CUG | = CURB AND GUTTER | -SD- | = STORM DRAIN LINE |
| GW | = GUY WIRE | -G- | = GAS LINE |
| GM | = GAS METER | -T- | = TELEPHONE LINE (UNDERGROUND) |
| WM | = WATER METER | -P- | = ELECTRIC LINE (UNDERGROUND) |
| WV | = WATER VALVE | EP | = EDGE OF PAVEMENT |
| SSMH | = SANITARY SEWER MANHOLE | CM | = CONCRETE MARKER |
| DI | = DROP INLET | (R30.0) | = EXISTING ELEVATION |
| CB | = CATCH BASIN | 930.0 | = PROPOSED ELEVATION |
| DMCB | = DOUBLE RING CATCH BASIN | LP | = LIGHT POLE |
| SMCB | = SINGLE RING CATCH BASIN | GV | = GAS VALVE |
| SS LAT. | = SANITARY SEWER LATERAL | | |

RECEIVED BY FAYETTE COUNTY

March 99 23 day

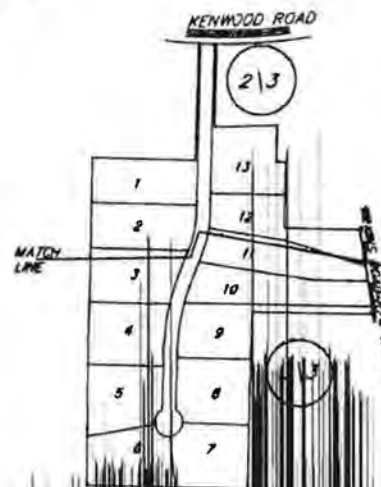
31 1998

[Signature] Clerk

VICINITY MAP

N.T.S.

SHEET INDEX



AREA

SF.

Page 209 of 370

ACRES

LOTS	1,171,199	26.88
R/W	101,293	2.32
TOTAL	1,272,492	29.21

NOTES:

1. OWNER/DEVELOPER: [Signature] DATE: [Signature]
2. ENGINEER/SURVEYOR: [Signature] DATE: [Signature]
3. ZONING: [Signature] DATE: [Signature]
4. THIS PLAT IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR.
5. THE SURVEYOR HAS NO LIABILITY FOR ANY DAMAGE TO THE PROPERTY OR PERSONS OR PROPERTY OF ANY KIND ARISING OUT OF THE USE OF THIS PLAT.
6. THE SURVEYOR HAS NO LIABILITY FOR ANY DAMAGE TO THE PROPERTY OR PERSONS OR PROPERTY OF ANY KIND ARISING OUT OF THE USE OF THIS PLAT.
7. THE SURVEYOR HAS NO LIABILITY FOR ANY DAMAGE TO THE PROPERTY OR PERSONS OR PROPERTY OF ANY KIND ARISING OUT OF THE USE OF THIS PLAT.

DELTA SURVEYORS, INC.

P.O. BOX 571
FAYETTEVILLE, GA. 30214

770/460/9342



PREPARED FOR:

NENSEN PROPERTIES, INC.

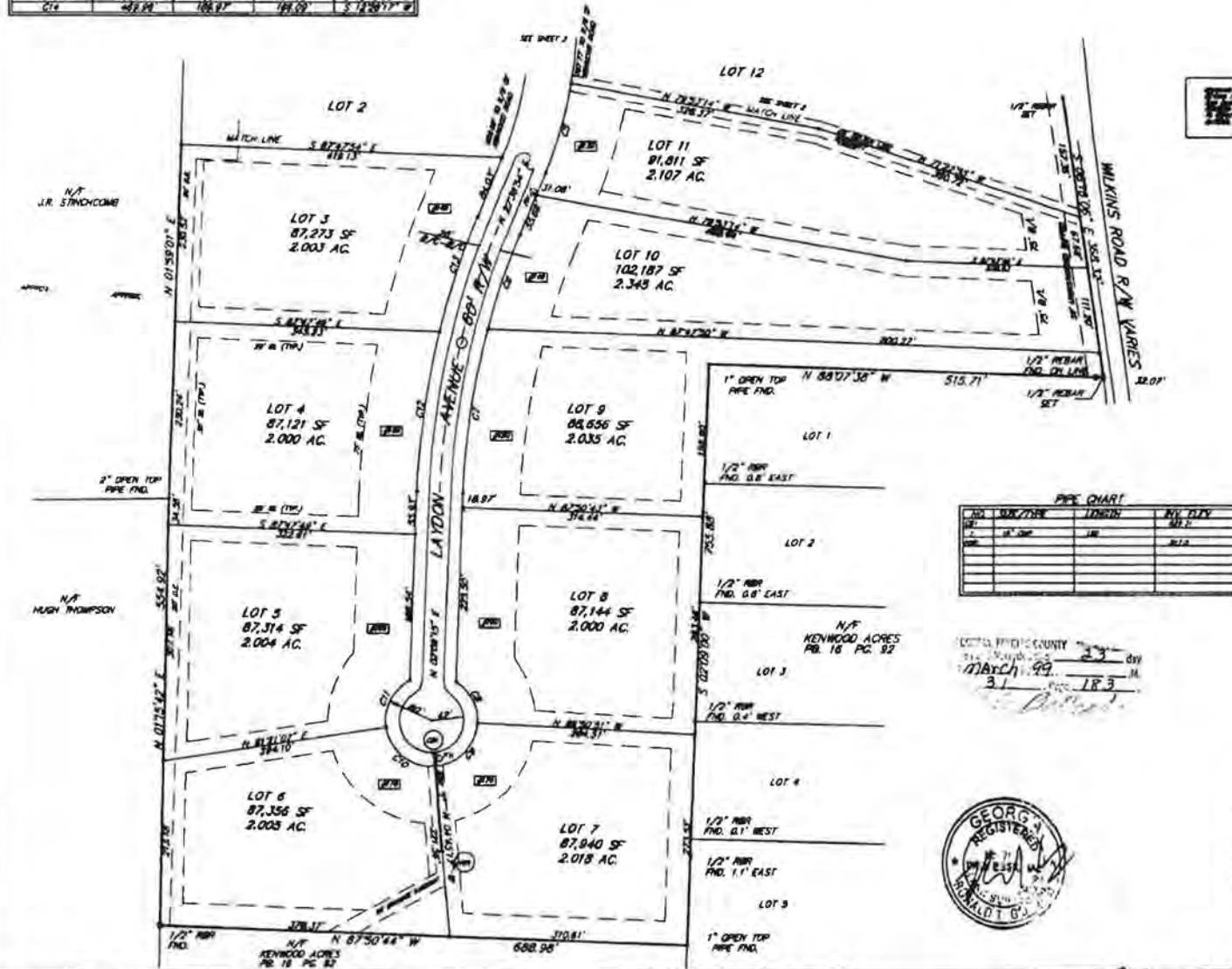
tabbles®

EXHIBIT

CURVE TABLE

CURVE	RADIUS	CHORD	BEARING
C1	180.00	180.00	S 89°34'25" E
C2	180.00	180.00	S 87°24'15" E
C3	180.00	180.00	S 86°18'04" E
C4	180.00	180.00	N 85°57'00" E
C5	180.00	180.00	N 84°07'46" E
C6	180.00	180.00	N 82°12'42" E
C7	180.00	180.00	N 80°10'33" E
C8	180.00	180.00	S 79°20'47" E
C9	180.00	180.00	S 77°17'59" E
C10	180.00	180.00	N 75°12'00" E
C11	180.00	180.00	S 73°05'15" E
C12	180.00	180.00	S 69°00'14" E
C13	180.00	180.00	S 67°03'00" E
C14	180.00	180.00	S 62°28'17" E

- LEGEND**
- PP = POWER POLE
 - PI = PAVED INLET
 - PH = FIRE HYDRANT
 - PS = IRON PIN SET
 - RF = IRON PIN FOUND
 - CT = CROWN TOP
 - SW = SIDEWALK
 - GW = GUY WIRE
 - EP = EDGE OF PAVEMENT
 - CM = CONCRETE CURB
 - LP = LIGHT POLE
 - SA = STREET ADDRESS



PIPE CHART

LOT	SIZE/TYPE	LOCATION	BY DATE
1	1" OPEN TOP PIPE FND.	LOT 1	3/1/99
2	1" OPEN TOP PIPE FND.	LOT 2	3/1/99
3	1" OPEN TOP PIPE FND.	LOT 3	3/1/99
4	1" OPEN TOP PIPE FND.	LOT 4	3/1/99
5	1" OPEN TOP PIPE FND.	LOT 5	3/1/99
6	1" OPEN TOP PIPE FND.	LOT 6	3/1/99
7	1" OPEN TOP PIPE FND.	LOT 7	3/1/99
8	1" OPEN TOP PIPE FND.	LOT 8	3/1/99
9	1" OPEN TOP PIPE FND.	LOT 9	3/1/99
10	1" OPEN TOP PIPE FND.	LOT 10	3/1/99
11	1" OPEN TOP PIPE FND.	LOT 11	3/1/99
12	1" OPEN TOP PIPE FND.	LOT 12	3/1/99

RECORDED IN THE
FAYETTE COUNTY
BOOK 18 PAGE 92
DATE 3/1/99



THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 42.1 FEET AND AN ANGULAR ERROR OF 00° 00' 00" IN ANGLE POINT AND HAS BEEN ADJUSTED USING THE LEAST SQUARES METHOD.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000+ FEET.

THIS SITE IS NOT LOCATED IN A FLOOD HAZARD AREA AS DEFINED BY THE FAYETTE COUNTY F.E.A. AND F.I.M. COMMUNITY PANEL NO. 1311000048 DATED MARCH 18, 1986.

EQUIPMENT UTILIZED ---
ANGULAR --- TOPCON GTS-J
LINEAR --- TOPCON GTS-J

- REFERENCE MATERIALS**
- 1) ETHEL WOODARD WILKINS PITS BROWN TOOK TITLE FROM HELEN WILKINS HOGAN TO 32.58 ACRES IN DEED BOOK 51 PAGE 781 RECORDED IN PLAT BOOK 2 PAGE 88 IN FAYETTE COUNTY RECORDS.
 - 2) A SURVEY BY LEE ENGINEERING COMPANY DATED AUG. 25, 1977 IN LAND LOT 831 OF THE 5TH DISTRICT FAYETTE COUNTY.
 - 3) SURVEY FOR MRS. GEORGE BROWN BY LEE ENGINEERING COMPANY IN LAND LOT 231 OF THE 5TH DISTRICT FAYETTE COUNTY DATED MARCH 26, 1973.

MAPING SCALE

SHEET 3 OF 3

LOT 3 THRU 11

LAND

BEFORE

DELTA SURVEYORS, INC.
P.O. BOX 571
FAYETTEVILLE, GA. 30214
770/460/9342



PREPARED FOR:
JENSEN PROPERTIES, INC.

The following restrictions shall apply to large water supply watersheds, small water supply watersheds and all areas outside of the large and small water supply watersheds:

- (1) Any property within one thousand (1,000) feet of a reservoir:
 - a. Permitted residential uses:
 1. Minimum lot size—Three (3) acres
 2. Minimum natural buffer—One hundred fifty (150) feet as measured from the normal pool elevation or the natural buffer shall be considered the 100-year flood plain elevation, whichever is greater.
 3. Minimum setback for all structures, nitrification fields, and impervious surfaces—One hundred fifty (150) feet as measured from the normal pool elevation or the setback shall be considered the 100-year flood plain elevation, whichever is greater.
 4. No multi-family residential or manufactured home park uses allowed.
- (2) Permitted agricultural uses:
 - a. Minimum natural buffer—One hundred fifty (150) feet as measured from the normal pool elevation or the natural buffer shall be considered the 100-year flood plain elevation, whichever is greater.
 - b. Minimum setback for all structures, nitrification fields, and impervious surfaces—One hundred fifty (150) feet as measured from the normal pool elevation or the setback shall be considered the 100-year flood plain elevation, whichever is greater.
 - c. No chemical treatment (herbicides, pesticides, fertilizers, or paint) or livestock allowed in the natural buffer.
- (3) Commercial—No commercial structures or uses of any nature.
- (4) Industrial—No industrial structures or uses of any nature.
- (5) Permitted recreational uses:
 - a. Minimum natural buffer—One hundred fifty (150) feet as measured from the normal pool elevation or the natural buffer shall be considered the 100-year flood plain elevation, whichever is greater.
 - b. Minimum setback for all structures, nitrification fields, and impervious surfaces—One hundred fifty (150) feet as measured from the normal pool elevation or the setback shall be considered the 100-year flood plain elevation, whichever is greater.
 - c. Previous hiking trails and picnic areas will be allowed within the natural buffer and setback. Any land disturbance activities are subject to the Fayette County Erosion and Sedimentation Control Ordinance (Article IX, Development Regulations) and the Flood

EXHIBITD

- d. No chemical treatment (herbicides, pesticides, fertilizers, or paint) allowed in the natural buffer.

(6) Other areas within a reservoir drainage basin including major water supply streams, tributaries, and minor streams shall be regulated as follows:

a. *Permitted residential uses:*

- 1. Minimum lot size—Per zoning district
- 2. No multi-family residential or manufactured home park uses allowed.
- 3. Minimum natural buffer—One hundred (100) feet as measured from the stream bank.
- 4. Minimum setback for all structures, nitrification fields, and impervious surfaces—One hundred fifty (150) feet as measured from the stream bank.

b. *Permitted agricultural uses:*

- 1. Minimum natural buffer—One hundred (100) feet as measured from the stream bank.
- 2. Minimum setback for all structures, nitrification fields, and impervious surfaces—One hundred fifty (150) feet as measured from the stream bank.
- 3. No chemical treatment (herbicides, pesticides, fertilizers, or paint) or livestock allowed in the natural buffer.

c. *Permitted commercial uses:*

- 1. Minimum lot size—Two (2) acres
- 2. Minimum natural buffer—One hundred (100) feet as measured from the stream bank.
- 3. Minimum setback for all structures, nitrification fields, and impervious surfaces—One hundred fifty (150) feet as measured from the stream bank.

d. *Permitted industrial uses:*

- 1. Minimum lot size—Five (5) acres
- 2. Minimum natural buffer—One hundred (100) feet as measured from the stream bank.
- 3. Minimum setback for all structures, nitrification fields, and impervious surfaces—One hundred fifty (150) feet as measured from the stream bank.

e. *Permitted recreational uses:*

- 1. Minimum natural buffer—One hundred (100) feet as measured from the stream bank.
- 2. Minimum setback for all structures, nitrification fields, and impervious surfaces—One hundred fifty (150) feet as measured from the stream bank.
- 3. Pervious hiking trails and picnic areas will be allowed within the natural buffer and setback. Any land disturbance activities are subject to the Fayette County Erosion and Sedimentation Control Ordinance (Article IX, Development Regulations) and the Flood

(7) If a reservoir is not constructed on or adjacent to a major water supply stream, the following shall apply within one thousand (1,000) feet of a major water supply stream:

a. Permitted residential and commercial uses:

1. Minimum natural buffer—Four hundred (400) feet as measured from the stream bank, or one hundred (100) feet from the 100-year flood plain elevation, whichever is greater.
2. Minimum lot size—Residential: per zoning ordinance; and commercial: two (2) acres.
3. Minimum setback for all structures, nitrification fields and impervious surfaces—Four hundred fifty (450) feet as measured from the stream bank or one hundred fifty (150) feet from the 100-year flood plain elevation, whichever is greater.

b. No industrial, multi-family residential, or manufactured home park uses shall be permitted.

c. Permitted agricultural uses:

1. Minimum natural buffer—Four hundred (400) feet as measured from the stream bank, or one hundred (100) feet from the 100-year flood plain elevation, whichever is greater.
2. Minimum setback for all structures, nitrification fields, and impervious surfaces—Four hundred fifty (450) feet as measured from the stream bank or one hundred fifty (150) feet from the 100-year flood plain elevation, whichever is greater.
3. The natural buffer shall be reduced to one hundred (100) feet, as measured from the stream bank, for activities that do not require grubbing or tilling, such as tree harvesting with no stump removal.
4. No chemical treatment (herbicides, pesticides, fertilizers, or paint) or livestock allowed in the natural buffer.

d. Permitted recreational uses:

1. Minimum natural buffer—Four hundred (400) feet as measured from the stream bank, or one hundred (100) feet from the 100-year flood plain elevation, whichever is greater.
2. Minimum setback for all structures, nitrification fields, and impervious surfaces—Four hundred fifty (450) feet as measured from the stream bank or one hundred fifty (150) feet from the 100-year flood plain elevation, whichever is greater.
3. Pervious hiking trails and picnic areas will be allowed within the natural buffer. Any land disturbance activities are subject to the Fayette County Erosion and Sedimentation Control Ordinance (Article IX, Development Regulations) and the Flood

4. No chemical treatment (herbicides, pesticides, fertilizers, or paint) allowed in the buffer, natural or undisturbed.
- (8) If a reservoir is not constructed on or adjacent to a major water supply stream, the following shall apply to named tributaries within one thousand (1,000) feet of the named tributary:
- a. *Permitted residential uses:*
 1. Minimum lot size—Per zoning ordinance
 2. Minimum natural buffer—Two hundred (200) feet as measured from the stream bank or one hundred (100) feet from the 100-year flood plain elevation, whichever is greater.
 3. Minimum setback for all structures, nitrification fields, and impervious surfaces—Two hundred fifty (250) feet as measured from the stream bank or one hundred fifty (150) feet from the 100-year flood plain elevation, whichever is greater.
 4. No multi-family residential or manufactured home park uses allowed.
 - b. *Permitted commercial uses:*
 1. Minimum lot size—Two (2) acres
 2. Minimum natural buffer—Two hundred (200) feet as measured from the stream bank or one hundred (100) feet from the 100-year flood plain elevation, whichever is greater.
 3. Minimum setback for all structures, nitrification fields, and impervious surfaces—Two hundred fifty (250) feet as measured from the stream bank or one hundred fifty (150) feet from the 100-year flood plain elevation, whichever is greater.
 - c. *Permitted industrial uses:*
 1. Minimum lot size—Five (5) acres
 2. Minimum natural buffer—Two hundred (200) feet as measured from the stream bank or one hundred (100) feet from the 100-year flood plain elevation, whichever is greater.
 3. Minimum setback for all structures, nitrification fields, and impervious surfaces—Two hundred fifty (250) feet as measured from the stream bank or one hundred fifty (150) feet from the 100-year flood plain elevation, whichever is greater.
 - d. *Permitted agricultural uses:*
 1. Minimum natural buffer—Two hundred (200) feet as measured from the stream bank or one hundred (100) feet from the 100-year flood plain elevation, whichever is greater.
 - 2.

Minimum setback for all structures, nitrification fields, and impervious surfaces—Two hundred fifty (250) feet as measured from the stream bank or one hundred fifty (150) feet from the 100-year flood plain elevation, whichever is greater.

3. The natural buffer shall be reduced to one hundred (100) feet, as measured from the stream bank, for activities that do not require grubbing or tilling, such as tree harvesting with no stump removal.
 4. No chemical treatment (herbicides, pesticides, fertilizers, or paint) or livestock allowed in the natural buffer.
- e. *Permitted recreational uses:*
1. Minimum natural buffer—Two hundred (200) feet as measured from the stream bank or one hundred (100) feet from the 100-year flood plain elevation, whichever is greater.
 2. Minimum setback for all structures, nitrification fields, and impervious surfaces—Two hundred fifty (250) feet as measured from the stream bank or one hundred fifty (150) feet from the 100-year flood plain elevation, whichever is greater.
 3. Pervious hiking trails and picnic areas will be allowed within the natural buffer. Any land disturbance activities are subject to the Fayette County Erosion and Sedimentation Control Ordinance (Article IX, Development Regulations) and the Flood Plain Regulations (Article IV, Development Regulations).
 4. No chemical treatment (herbicides, pesticides, fertilizers, or paint) allowed in the natural buffer.
- (9) If a reservoir is not constructed on or adjacent to a major water supply stream, the following shall apply to other minor streams within one thousand (1,000) feet of a minor stream:
- a. *Permitted residential, industrial, or commercial uses:*
1. Minimum lot size—Residential: per zoning ordinance; commercial: two (2) acres; and industrial: five (5) acres.
 2. Minimum natural buffer—One hundred (100) feet as measured from the stream bank or fifty (50) feet from the 100-year flood plain elevation, whichever is greater.
 3. Minimum setback for all structures, nitrification fields, and impervious surfaces—One hundred fifty (150) feet as measured from the stream bank or one hundred (100) feet from the 100-year flood plain elevation, whichever is greater.
 4. No multi-family residential or manufactured home park uses allowed.
- b. *Permitted agricultural uses:*
1. Minimum natural buffer—One hundred (100) feet as measured from the stream bank or fifty (50) feet from the 100-year flood plain elevation, whichever is greater.

2. Minimum setback for all structures, nitrification fields, and impervious surfaces—One hundred fifty (150) feet as measured from the stream bank or one hundred (100) feet from the 100-year flood plain elevation, whichever is greater.
3. The natural buffer shall be reduced to one hundred (100) feet, as measured from the stream bank, for activities that do not require grubbing and tilling, such as tree harvesting with no stump removal.
4. No chemical treatment (herbicides, pesticides, fertilizers, or paint) or livestock allowed in the natural buffer.

c. *Permitted recreational uses:*

1. Minimum natural buffer—One hundred (100) feet as measured from the stream bank or fifty (50) feet from the 100-year flood plain elevation, whichever is greater.
2. Minimum setback for all structures, nitrification fields, and impervious surfaces—One hundred fifty (150) feet as measured from the stream bank or one hundred (100) feet from the 100-year flood plain elevation, whichever is greater.
3. Pervious hiking trails and picnic areas will be allowed within the natural buffer. Any land disturbance activities are subject to the Fayette County Erosion and Sedimentation Control Ordinance (Article IX, Development Regulations) and the Flood Plain Regulations (Article IV, Development Regulations).
4. No chemical treatment (herbicides, pesticides, fertilizers, or paint) allowed in the natural buffer.

(10) All state waters not otherwise protected by provisions of this ordinance shall meet the following requirements.

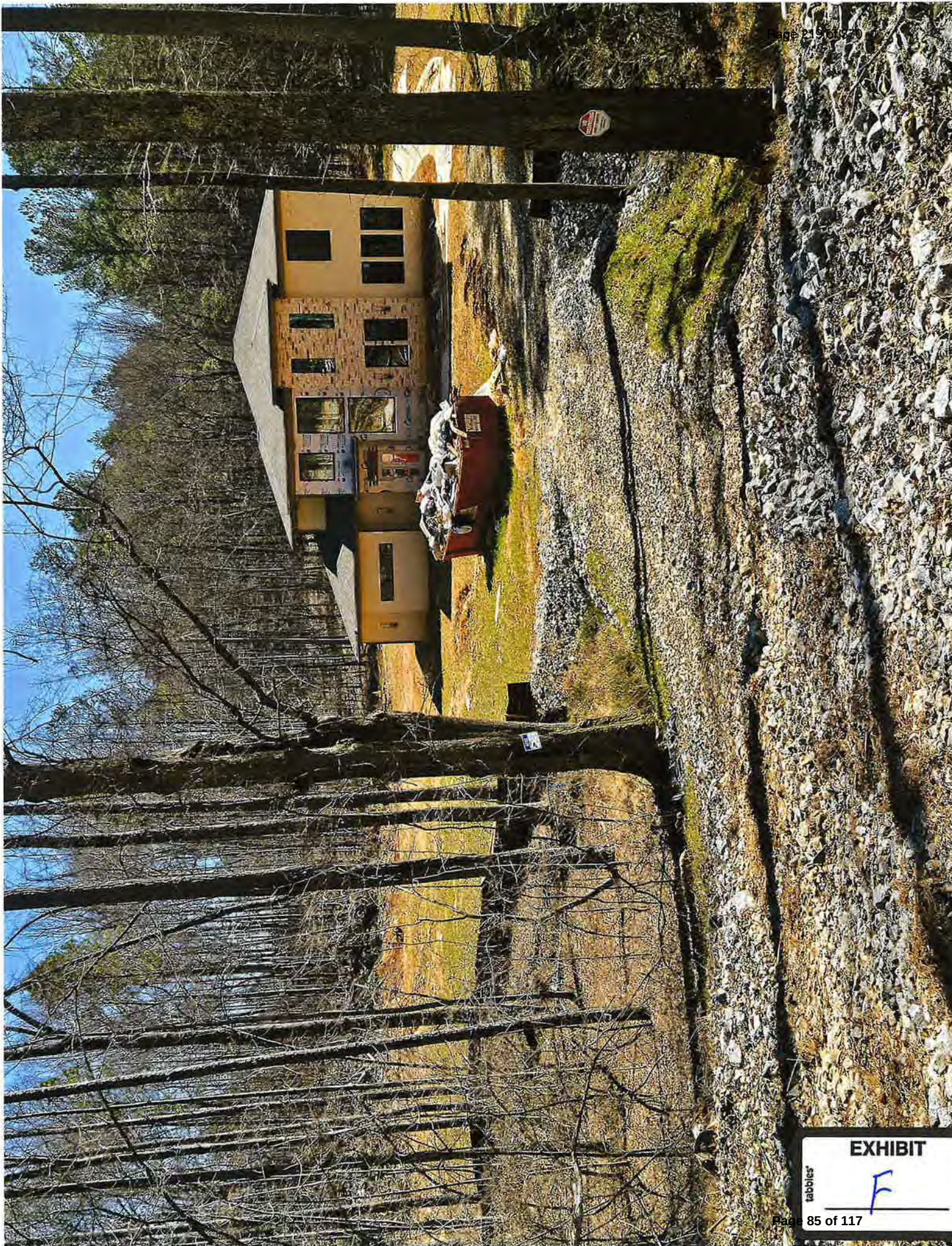
- a. An undisturbed natural vegetative buffer shall be maintained for fifty (50) feet. The buffer applies to both sides of the stream and shall be measured horizontally from the top of stream bank. Buffer areas may be thinned or trimmed of vegetation in accordance with the Fayette County Soil and Erosion Sedimentation Control Ordinance.
- b. A setback shall be maintained for seventy-five (75) feet in which all impervious cover shall be prohibited, and grading, filling, and earthmoving shall be minimized. The setback applies to both sides of the stream and shall be measured horizontally from the top of stream bank.
- c. No specific tanks or septic drain fields shall be permitted within the buffer or the setback.

This section of the article shall not apply to the following activities:

1. Agricultural operations as defined in subsection 8-243(5) of Fayette County's Soil Erosion and Sedimentation Control Ordinance; and
- 2.

- (11) The following restrictions shall apply specifically to large water supply watersheds as identified in the ordinance: New facilities located within seven (7) miles of a water supply intake or water supply reservoir, which handle hazardous materials of the types listed in Section 312 of the Resource Conservation and Recovery Act of 1976 (excluding underground storage tanks) in amounts of ten thousand (10,000) pounds on any one (1) day or more, shall perform their operations on impervious surfaces and in conformance with any applicable federal spill prevention requirements or requirements of the Standard Fire Code.
- (12) The following restrictions shall apply specifically to small water supply watersheds as identified in the article:
 - a. New facilities located within seven (7) miles of a water supply intake or water supply reservoir, which handle hazardous materials of the types listed in Section 312 of the Resource Conservation and Recovery Act of 1976 (excluding underground storage tanks) in amounts of ten thousand (10,000) pounds on any one (1) day or more, shall perform their operations on impervious surfaces and in conformance with any applicable federal spill prevention requirements or requirements of the Standard Fire Code.
 - b. New landfills must be lined with a synthetic material and have a leachate collection system.
 - c. The impervious surface area, including all public and private structures, utilities or facilities, of the entire water supply watershed shall be limited to twenty-five (25) percent, or existing use, whichever is greater.

(Ord. No. 98-01, § 1, 1-14-98; Ord. No. 2000-11, § 3, 6-22-00; Ord. No. 2005-14, § 3, 6-9-05)



EXHIBIT

F

tabbles

GENERAL NOTES:

- OWNER/DEVELOPER:
CHERRY GRASS BLDG.
170 LAYDON AVE
FAYETTEVILLE, GA 30214
CONTACT: MICHAEL L. LINDSEY
PHONE: (770) 438-8145
- ENGINEER:
HIGHLAND PLANNING
20175 DUSTY PINE BLVD A
FAYETTEVILLE, GA 30214
CONTACT: JASON WELLS, P.E.
EMAIL: JASON@HIGHLANDPLANNING.COM
PHONE: (770) 631-6433
- SURVEY BOUNDARY AND TOPOGRAPHIC SURVEY COMPLETED BY
CERAMIC SURVEYING CO. (515-64-3022)
- SOIL DATA:
170 LAYDON AVE
FAYETTEVILLE, GA 30214
LOT 7 NORTH HAVEN
2.02 ACRES
SITE AREA
1.00 ACRES
ZONING
R-12 (SINGLE-FAMILY RESIDENTIAL)
DISTURBED AREA = 1.06 AC
- TOTAL SITE AREA = 2.02 AC (BY 2017-11)
TOTAL BUILDABLE AREA = 0.22 AC (BY 2017-11)
DISTURBED AREA = 1.06 AC



GROUND-COVERING, NON-MOWING REVEGETATION
LOW-MOWING FLORA REVEGETATED WITHIN THE DISTURBED RIPARIAN BUFFER



BIO LOGS

(BIODEGRADABLE, STORMWATER-CATCHING VLS) SOCKS FOR EROSION/POLLUTION CONTROL



NOTE: AND LOGS TO BE PLACED AT LEVEL GRADE AS DOUBLE PLUGS ARE SHOWN IN PHOTO ON LEFT. BIO LOGS ARE TO BE LEFT IN PLACE TO ELUATE A NATURAL AGGREGATION TOPIC OF LOCAL GRASS, MATTER AND GRASS, AND BIOLOGS THROUGHOUT TIME TO SLOW STORMWATER RUNOFF AND PROVIDE NATURAL AREAS OF STORMWATER TREATMENT SIMILAR TO THE DISTURBED RIPARIAN BUFFER.



BIORETENTION POND
ON SITE, CHAINED TO POND, 20' DIA. 1' DEEP, 10' LONG



WATERSHED PROTECTION ORDINANCE BASIC INTENT OF THE ORDINANCE

SEC. 104-179 - INTRODUCTION
IT IS HEREBY DETERMINED THAT BUFFERS ADJACENT TO STREAMS
PROVIDE NUMEROUS BENEFITS INCLUDING:

- (1) PROTECTING, RESTORING AND MAINTAINING THE CHEMICAL, PHYSICAL AND BIOLOGICAL INTEGRITY OF STREAMS AND THEIR WATER RESOURCES;
- (2) REMOVING POLLUTANTS DELIVERED IN URBAN STORMWATER;
- (3) REDUCING EROSION AND CONTROLLING SEDIMENTATION;
- (4) PROTECTING AND STABILIZING STREAM BANKS;
- (5) PROVIDING FOR INFILTRATION OF STORMWATER RUNOFF;
- (6) MAINTAINING BASE FLOW OF STREAMS;
- (7) CONTRIBUTING ORGANIC MATTER THAT IS A SOURCE OF FOOD AND ENERGY FOR THE AQUATIC ECOSYSTEM;
- (8) PROVIDING TREE CANOPY TO SHADE STREAMS AND PROMOTE DESIRABLE AQUATIC HABITATS;
- (9) PROVIDING RIPARIAN WILDLIFE HABITAT;
- (10) FURNISHING SCENIC VALUE AND RECREATIONAL OPPORTUNITY; AND
- (11) PROVIDING OPPORTUNITIES FOR THE PROTECTION AND RESTORATION OF GREENSPACE.

MITIGATION MEASURES

MEASURES ARE INTENDED TO ADDRESS THE 11 ITEMS LISTED ABOVE

RE-VEGETATION PLAN

- TWO CANOPY TREES PER 1000 SF OF DISTURBED BUFFER
@14,570 SF = 30 CANOPY TREES REQUIRED
MINIMUM 2.5 CALIPER INCHES REQUIRED FOR EACH TREE
- ONE UNDER-STORY TREE PER 1000 SF OF DISTURBED BUFFER
@14,870 SF = 15 UNDER-STORY TREES REQUIRED
MINIMUM 1.0 CALIPER INCHES REQUIRED FOR EACH TREE
- CANOPY TREES REQUIRED
34 CANOPY TREES (+15 IN THE PATH OF RUNOFF)
17 UNDER-STORY TREES (ALL IN THE PATH OF RUNOFF)

NOTE: OFFICIAL LANDSCAPE PLAN TO BE PRESENTED AND APPROVED BY A LANDSCAPE ARCHITECT OF FAYETTE COUNTY

RIPIARIAN BUFFER PLAN

- PLACE 750 FT OF SILT SOCKS SLOPE STAKED UPHILL FROM UNHARMED TRIBUTARY CREEK TO CATCH DEBRIS AND SLOW RUNOFF, AS SHOWN IN 50 FOOT INCREMENTS, DOUBLE ROW, TO BE FIELD LOCATED BY ENGINEER AND APPROVED BY FAYETTE COUNTY EMD.

GROUND COVERAGE GRASSES AND FLORA (11,000 SF SHOWN ON PLAN) REPLANTED TOWARDS THE CREEK, AS SHOWN, COVERING ALL DISTURBED AREAS WITHIN 100 FOOT UNDISTURBED BUFFER

FILTREXX SILT SOCKS NATURAL ORIGINAL IS A PRE-FILLED COMPOST FILTER SOCK COMPRISED OF MESH MATERIAL AND CERTIFIED FILTERMEDIA™. FILTREXX SILT SOCKS NATURAL ORIGINAL MESH IS 100% NATURAL, AND BIODEGRADABLE, ELIMINATING THE NEED FOR FIELD REMOVAL. LEAVE IN PLACE FOR ONGOING, NATURAL PROTECTION. SILT SOCKS PRODUCTS SLOW AND INTERRUPT STORMWATER RUNOFF EASILY, ARE RELIABLE FOR THE TRAPPING OF SEDIMENT AND SOLUBLE POLLUTANTS, FILTER STORMWATER RUNOFF AND PROTECT DRAIN INLETS, REDIRECT STORMWATER RUNOFF FROM AREAS AT RISK TOWARDS DESIGNATED SECURED AREAS, AND REDUCE SLOPE LENGTH AND STORMWATER RUNOFF VELOCITIES, AMONGST OTHER ADVANTAGES.

STORMWATER MANAGEMENT PRACTICES (INTENDED TO MIMIC PRE-DEVELOPMENT CONDITIONS)

- PROVIDE BIORETENTION POND ON PROPERTY'S SOUTHERN EDGE AS SHOWN WITH NATIVE-VEGETATED MATERIALS, TO BE FORMALLY DESIGN AND PERMITTED IF APPROVED TO ADDRESS ADDITIONAL RUNOFF CREATED BY BUFFER ENCROACHMENT

SITE PLAN LEGEND:

- PROPERTY LINE - SEE PLAN FOR DETAILS
- CONTOUR LINES (SURVEY)
- CREEK LINE
- CREEK BUFFER (UNDISTURBED)
- CREEK BUFFER (PERVIOUS)
- LIMITS OF DISTURBANCE
- SILT-CATCHING BIO-LOGS
- RE-VEGETATION PLAN TREES TO BE FIELD LOCATED BY LANDSCAPE ARCHITECT
- NON-MOWING REVEGETATED COVERAGE



MITIGATION PLAN

170 LAYDON AVE
MITIGATION PLAN

NOT FOR CONSTRUCTION

HIGHLAND

DRAWING NO.
C200

tabbles®

EXHIBIT

Mr. Richard P. Lindsey
200 Westpark Drive, Suite 280
Peachtree City, Georgia 30269

August 1, 2025

RE: Denial – Watershed-Buffer Variance Application
170 Laydon Avenue (Lot 7, North Haven) • Parcel 055104007

Mr. Lindsey,

The County has completed its review of your request to encroach into the required watershed buffer and setback for the above-referenced parcel. After evaluating the submission under Section 104-184 of the Watershed Protection Ordinance, the variance is **denied** for the reasons outlined below.

Variance eligibility (stand-alone determination)

Section 104-184(2) allows a buffer variance **only** when:

- a. strict adherence to the 100-foot natural buffer and 50-foot impervious-setback would create an **extreme hardship, or**
- b. the intrusion is **necessary for a functionally dependent use** and no reasonable alternative exists.

The proposed single-family dwelling meets neither condition: the use is not stream-dependent, and sufficient buildable land exists outside the buffer and setback.

Supporting findings

1. **Incorrect buffer width claim**

Your application cites a 50-foot buffer and 25-foot setback. The Watershed Protection regulations adopted October 13, 1994 (attached) as part of the Zoning Ordinance —and in effect when this subdivision was rezoned on June 26, 1997—establish a **100-foot natural buffer plus a 50-foot setback** along all the stream on this site.

The stream on this site has continuous flow, a perennial stream (as determined independently by an expert hired by Mr. Beadle, and two of my staff members) making it a minor stream which flows into a named tributary Morning Creek within the Flint River Watershed. The stream is also indicated on the 1993 Riverdale Quad Sheet (Attached) as required by the ordinance at that time.

Per the October 13, 1994 ordinance:

Article V, Section 47 Watershed Protection Areas

A. Applicability

3. Any and all minor unnamed streams that continuously flow into major water supply streams or named tributaries which flow into major water supply streams. As indicated as perennial on the latest U.S.G.S. Quad Sheets. (Amended 10/13/94)

B Restrictions

5. If a reservoir is not constructed on a major water supply stream then the following shall apply to other minor streams within 1,000 feet of a minor stream:
 - a. Permitted Residential, Industrial, or Commercial uses:
 1. Minimum Lot Size - residential - per zoning ordinance; commercial - 2 acres; and industrial - 5 acres. (Amended 10/13/94)
 2. Minimum Natural Buffer - 100 feet from centerline of stream or 50 feet from 100 year elevation, whichever is greater. (Amended 10/13/94)
 3. Minimum setback from natural buffer for all structures, nitrification fields and impervious surfaces - 50 feet. (Amended 10/13/94)
 4. No multi-family residential or mobile home park uses allowed. (Added 10/13/94)

These are the same conditions which are in the current ordinance.

Article VII Watershed Protection

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

(f) The following shall apply to all other perennial streams within the Flint River and Whitewater Creek Watersheds and all state waters requiring a buffer within 1,000 feet of the streams named in this section.

(1) The minimum watershed buffer shall be 100 feet from wrested vegetation or 50 feet from 100-year floodplain elevation, whichever is greater; and

(2) The minimum watershed setback shall be 50 feet as measured from the buffer.

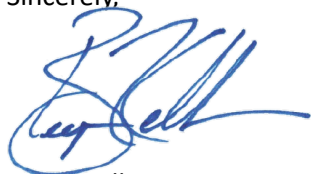
2. Footprint size versus required minimum

The current house footprint is approximately **3,800 ft²**, is **90 percent larger** than the **2,000 ft²** minimum required per the rezoning conditions (952-97) and as indicated on the final plat dated October 27, 1998. Based on the submitted documents, there is approximately 9,900 square feet of contiguous buildable area on the site, free and clear of zoning setbacks, floodplain, watershed protection buffers and setbacks, jurisdictional wetlands, and easements of any kind.

Because none of the ordinance's variance criteria are satisfied the request is denied.

You may appeal this decision to the Board of Commissioners within thirty (30) days pursuant to § 104-184(c) of the Fayette County Code.

Sincerely,



Bryan Keller, CFM

Director of Environmental Management

Fayette County, Georgia

Cc(via email):

Steve Rapson, County Administrator, Fayette County

Jason Tensley, Assistant County Administrator, Fayette County

Phil Mallon, PE, Director of Public Works, Fayette County

Leslie Niebler, Building Official/ Director, Fayette County

ARTICLE VII. - WATERSHED PROTECTION

Exhibit
16

Footnotes:

--- (4) ---

Editor's note— Ord. No. 2019-02, § 1, adopted Feb. 28, 2019, repealed the former Art. VII, §§ 104-179—104-186, and enacted a new Art. VII to read as set out herein. The former Art. VII pertained to similar subject matter and derived from Code 1992, §§ 8-201—8-208; Ord. of 6-5-2005; Ord. No. 2010-09, § 1, 11-18-2010.

Sec. 104-179. - Introduction.

It is hereby determined that buffers adjacent to streams provide numerous benefits including:

- (1) Protecting, restoring and maintaining the chemical, physical and biological integrity of streams and their water resources;
- (2) Removing pollutants delivered in urban stormwater;
- (3) Reducing erosion and controlling sedimentation;
- (4) Protecting and stabilizing stream banks;
- (5) Providing for infiltration of stormwater runoff;
- (6) Maintaining base flow of streams;
- (7) Contributing organic matter that is a source of food and energy for the aquatic ecosystem;
- (8) Providing tree canopy to shade streams and promote desirable aquatic habitats;
- (9) Providing riparian wildlife habitat;
- (10) Furnishing scenic value and recreational opportunity; and
- (11) Providing opportunities for the protection and restoration of greenspace.

(Ord. No. 2019-02, § 1, 2-28-2019)

Sec. 104-180. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Base flood elevation means the highest water surface elevation anticipated at any given point during the flood having a one percent chance of being equaled or exceeded in any given year as identified in the Fayette County Flood Insurance Study published by the Federal Emergency Management Agency dated September 28, 2008. When this study indicates a Zone A the base flood elevation is identified from the 2013 Fayette County Flood Study.

Ephemeral stream means a drainage feature with no evidence of base flows in the stream bank.

Ground cover means a plant with a low-growing, spreading habit, grown specifically to cover the ground, generally not attaining a height of more than two feet.

Impervious surface means any manmade structure or natural surface that prevents the infiltration of stormwater into the ground below the structure and/or surface. Examples include buildings, paved roads, paved driveways, paved parking lots, swimming pools, hardscaping to include gravel (any size) or landscaping rocks, covered structures or patios.

Large water-supply watershed means a watershed area that is greater than 100 square miles upstream of a government-owned public drinking water supply intake as defined by the Georgia Department of Natural Resources.

Natural vegetation means a generally undisturbed, maintenance-free, self-perpetuating stand of vegetation comprised of indigenous shrubs, flowers, wild grasses, and trees.

Nitrification field means any area used for the on-site disposal of wastewater.

Normal pool elevation means the lowest crest level of overflow on a reservoir or lake with a fixed overflow level (spillway crest elevation).

Perennial stream means a stream that flows in a well-defined channel throughout most of the year under normal climatic conditions.

Pollutant means any liquid, gas, solid, radioactive, hazardous or other substance that, when not used and/or disposed of in accordance with manufacturer's instructions, causes or contributes to pollution

Pollution means contamination or other alteration of any water's physical, chemical or biological properties by the addition of any constituent and includes, but is not limited to, a change in temperature, taste, color, turbidity or odor of such waters, or the discharge of any liquid, gaseous, solid, radioactive, or other pollutant into any such waters as will or is likely to create a nuisance or render such waters harmful, detrimental or injurious to the public health, safety, welfare or environment, or to domestic, commercial, industrial, agricultural, recreational and other legitimate beneficial uses, or to livestock, wild animals, birds, fish or aquatic life.

Shrub means a plant with persistent woody stems and a relatively low growth habit, distinguished from a tree by producing several basal stems instead of a single trunk.

Small water-supply watershed means a watershed area that is less than 100 square miles as defined by the Georgia Department of Natural Resources.

State water means any and all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage systems, springs, wells, and other water bodies of surface or subsurface water, natural or artificial, lying within or forming a part of the boundaries of the state that are not entirely confined and retained completely upon the property of a single individual, homeowners' association, partnership, or corporation.

Tree means a self-supporting woody perennial plant that, at maturity, has one or more stems or trunks that attain a diameter of at least three inches, a more or less definitely formed crown of foliage, and a height of ten feet or more.

Tributaries and streams mean state waters, whether named or unnamed, that continuously flow through major and minor water-supply watersheds.

Understory tree means a tree that, under normal forest conditions, grows to maturity beneath canopy trees and will generally reach a mature height of at least ten feet, but less than 40 feet. Examples include dogwood, red bud, fringe tree, lusterleaf holly, and red cedar.

Utility means a public or private water or sewer piping systems, water or sewer pumping stations, electric power lines, fuel pipelines, telephone lines, roads, driveways, bridges, river/lake access facilities, stormwater systems and railroads or other utilities identified by a local government.

Water supply reservoir means a governmentally owned impoundment of water for the primary purpose of providing water to one or more governmentally owned public drinking water systems. This excludes the multipurpose reservoirs owned by the U.S. Army Corps of Engineers.

Water supply watershed means the area of land upstream of a governmentally owned public drinking water intake.

Watershed buffer means the area of a parcel set aside to provide a separation between the uses on the parcel and adjoining parcels and state waters requiring a buffer using natural vegetation, replanting, and supplemental plantings.

Watershed setback means the area of a parcel where all structures, septic tanks, nitrification fields and any impervious surfaces shall be prohibited. Grading, filling and earthmoving shall be minimized within the setback.

Wrested vegetation means vegetation that has been disturbed, moved, or removed by flowing water creating a clear demarcation between water flow and vegetative growth.

(Ord. No. 2019-02, § 1, 2-28-2019)

Sec. 104-181. - General provisions.

(a) *Purpose and intent.* The purpose of this article is to protect, maintain and enhance the public health, safety, environment and general welfare; to minimize public and private losses due to erosion, siltation and water pollution; to preserve stream water quality; and to comply with the laws of the state pursuant to O.C.G.A. § 12-2-8 by provisions:

(1) Create buffers and setbacks along state waters in the county for stream bank stabilization, water resource protection, and protection of aquatic and riparian habitat; and

(2)

Minimize land development within such buffers and setbacks by limiting development activities within these protected areas and by requiring authorization for any such activities.

- (b) *Applicability.* The following large and small water supply watersheds, designated major water supply streams, named tributaries, minor unnamed streams, lakes and waters requiring a state buffer located in and out of the large and small water supply watersheds shall be governed by this article.
 - (1) This article shall be applicable to any parcel within the unincorporated county that has been created or reconfigured after May 28, 1987, unless it is a minor revision to a recorded final plat/minor subdivision plat as defined in article XV of this chapter.
 - (2) It shall be the responsibility of every property owner, developer or builder to present required plans and to comply with article IX of this chapter.
- (c) *Administration of article.* The environmental management director shall administer and implement the provisions of this article.
- (d) *Compatibility with other regulations.* This article is not intended to modify or repeal any other ordinance, rule, regulation, statute, easement, covenant, deed restriction or other provision of law. The requirements of this article are in addition to the requirements of any other ordinance, rule, regulation or other provision of law, and where any provision of this article imposes restrictions different from those imposed by any other ordinance, rule, regulation or other provision of law, whichever provision is more restrictive or impose higher protective standards for human health or the environment shall control.

- (e) *Watershed buffer.* Vegetation within a watershed buffer area shall not be disturbed unless approved by the environmental management department.
- (f) *Watershed setback.* All buildings, elevated structures, septic tanks, nitrification fields and/or impervious surfaces shall be prohibited within a watershed setback area. Grading, filling and earthmoving shall be minimized within the watershed setback area. Upon recommendation by the Fayette County Environmental Health Director, the environmental management director may allow for a replacement nitrification field in the setback when a property's recorded final plat defines a watershed buffer and setback and the current septic system is failing.

- (g) *Water-supply watersheds.* The county contains one large water-supply watershed and four small water-supply watersheds as indicated on the county watershed protection map.

- (1) The Flint River is the only large water-supply watershed in the county where intakes for Fayette County, Clayton County and the City of Griffin are located. This water-supply watershed does not contain a reservoir.

- (2) The four small water-supply watersheds are:

- a. Line Creek Watershed where Fayette County and Coweta County intakes are located. Lake McIntosh (a water-supply reservoir) is located within this watershed.

- b. Flat Creek Watershed where a Fayette County intake is located. Flat Creek and Gin Branch are named tributaries that flow into Lake Kedron and then into Lake Peachtree (both are water-supply reservoirs).
 - c. Whitewater Creek Watershed where Fayette County and City of Fayetteville intakes are located. This water-supply watershed does not contain a reservoir.
 - d. Horton Creek Watershed where a Fayette County intake is located. Antioch Creek and Woolsey Creek are named tributaries that flow into Lake Horton (a water-supply reservoir).
- (h) *State waters determination.* For purposes of this article, the environmental management director shall make state water determinations, but will not delineate said waters. Recorded drainage easements and ditches/swales used for conveying wet weather flows (i.e., ephemeral stream) shall not require a watershed buffer.

(Ord. No. 2019-02, § 1, 2-28-2019)

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

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

(b)

For any property within 1,000 feet of a water-supply reservoir, the minimum watershed buffer shall be 100 feet as measured from the normal pool elevation. The minimum watershed setback shall be 50 feet as measured from the watershed buffer.

- (c) The following shall apply to these major water-supply streams: Antioch Creek, Flat Creek, Gin Branch, Horton Creek, Line Creek, and Woolsey Creek:
 - (1) The minimum watershed buffer is 100 feet as measured from the wretched vegetation; and
 - (2) The minimum watershed setback is 50 feet as measured from the buffer.
- (d) The following shall apply to these major water-supply streams: Flint River, Whitewater Creek and all state waters requiring a watershed buffer within 1,000 feet of the Flint River and Whitewater Creek:
 - (1) The minimum watershed buffer is 400 feet as measured from the wretched vegetation or 100 feet from the base flood elevation, whichever is greater; and
 - (2) The minimum watershed setback is 50 feet as measured from the buffer.
- (e) The following shall apply to these named tributaries: Ginger Cake Creek, Pelham Creek, Perry Creek, South Camp Creek, Sandy Creek, Shoal Creek, Tar Creek, and Whitewater Creek within the Whitewater Creek Watershed; Gay Creek, Morning Creek, Murphy Creek, North Camp Creek, and Nash Creek within the Flint River Watershed, Trickum Creek within the Line Creek Watershed, and all other state waters requiring a buffer within 1,000 feet of the streams set forth in this subsection:
 - (1) The minimum watershed buffer is 200 feet from wretched vegetation or 100 feet from base flood elevation, whichever is greater; and
 - (2) The minimum watershed setback is 50 feet as measured from the buffer.
- (f) The following shall apply to all other perennial streams within the Flint River and Whitewater Creek Watersheds and all state waters requiring a buffer within 1,000 feet of the streams named in this section.
 - (1) The minimum watershed buffer shall be 100 feet from wretched vegetation or 50 feet from 100-year floodplain elevation, whichever is greater; and
 - (2) The minimum watershed setback shall be 50 feet as measured from the buffer.
- (g) All lakes and state waters requiring a buffer but not otherwise protected by provisions of this article shall meet the following requirements:
 - (1) The minimum watershed buffer shall be 50 feet from wretched vegetation measured horizontally from both sides of the stream;
 - (2) The minimum watershed setback shall be 25 feet as measured from the buffer; and
 - (3) This section shall not apply to the following activities:
 - a. Agricultural operation as defined in section 104-266(5); and

b. Forestry land management practices as defined in section 104-266(6).

- (h) The following restrictions shall apply specifically to water-supply watersheds as identified in this article: new facilities located within seven miles of a water-supply intake or water-supply reservoir, which handle hazardous materials of the types and amounts determined by the Department of Natural Resources, shall perform their operations on impermeable surfaces having spill and leak collection systems as prescribed by the Department of Natural Resources.
- (i) The following restrictions shall apply specifically to small water supply watersheds as identified in this article:
 - (1) New facilities located within seven miles of a water-supply intake or water-supply reservoir, which handle hazardous materials of the types and amounts determined by the Department of Natural Resources, shall perform their operations on impermeable surface having spill and leak collection systems as prescribed by the Department of Natural Resources.
 - (2) The impervious surface area, including all public and private structures, utilities, or facilities, of the entire water-supply watershed shall be limited to 25 percent, or existing use, whichever is greater.
 - (3) New hazardous waste treatment or disposal facilities are prohibited.

(Ord. No. 2019-02, § 1, 2-28-2019)

Sec. 104-183. - Watershed buffer protection and replacement.

Vegetation within a watershed buffer, as defined in this article, shall not be disturbed except as indicated herein. Where a watershed buffer area is otherwise disturbed, it shall be replanted according to this article.

- (1) *Watershed buffer and stream/shoreline mitigation plan.* A watershed buffer and stream/shoreline mitigation plan is required for the replacement/replanting of natural vegetation and shall meet the following requirements:
 - a. The plan shall be prepared by a landscape architect registered in the state and approved by the environmental management department prior to execution.
 - b. The plan shall show two canopy trees with a minimum trunk caliper of two and one-half inches (at six inches from the ground) for every 1,000 square feet of disturbed buffer area on the site.
 - c. The plan shall show one understory tree with a minimum trunk caliper on one inch (at six inches from the ground) for every 1,000 square feet of disturbed buffer area on the site.
 - d. Required trees shall be randomly placed so that the mature overstory covers the buffer area. All disturbed buffer areas shall be 100 percent covered with deciduous trees, shrubs, and/or ground cover.
 - e.

The plan shall show stream bank and shoreline restoration and must follow Georgia Environmental Protection Division Streambank and Shoreline Stabilization Guidance.

- f. Within seven days of the plan's execution, a stamped letter from the landscape architect who designed the plan shall be submitted to Environmental Management.
- (2) *Watershed buffer and stream/shoreline mitigation plan requirements.* A watershed buffer and stream/shoreline mitigation plan shall contain the following information:
 - a. Name, address, and telephone number of property owner.
 - b. Name, address, telephone number, and seal of landscape architect who prepared the plan.
 - c. Site location map, north point, and scale of drawings.
 - d. All pertinent site features, including buildings, walks, drives, underground utilities, water bodies, etc.
 - e. All property lines, distances to bodies of water and/or streams, and the limits of the natural buffer areas.
 - f. Total parcels area, buffer area disturbed (square feet and square inches) and numbers of canopy and understory trees required by ordinance.
 - g. Planting key with botanical and common names of all plant materials proposed; quantity of each species, size of plant material (caliper, height, width); condition (i.e., balled and burlapped, container grown, bare root, collected, etc.).

(Ord. No. 2019-02, § 1, 2-28-2019)

Sec. 104-184. - Variance procedures and appeals.

- (a) The following variance and appeals procedures shall apply to an owner/operator or developer who has been denied a permit for a development activity or to an owner or developer who has not applied for a permit because it is clear that the proposed development activity would be inconsistent with the provisions of this article:
 - (1) A request for a variance may be submitted by an owner/operator who has been denied a permit by the environmental management department or by an owner/operator or developer who has not previously applied for a permit for the reasons stated hereinabove. A request for a variance may not be submitted when the recorded final plat defines a watershed buffer and setback.
 - (2) Variances will be considered only in the following cases:
 - a. When there are unusual circumstances, such that strict adherence to the minimal buffer/setback requirements in this article would create an extreme hardship.
 - b.

When necessary for the conduct of a functionally dependent use, provided the criteria of this section are met, no reasonable alternative exists, and the development is protected by methods that minimize buffer disturbances.

(b) *Procedure.* Requests for variances from the requirements of this article shall be submitted to the environmental management department. All such requests shall be heard and decided in accordance with plan review procedures established by the environmental management department. At a minimum, such procedures shall include notice to all affected parties and the opportunity to be heard.

(1) At a minimum, a variance request application shall include:

- a. A site map that includes locations of all streams, wetlands, floodplain boundaries and other natural features, as determined by field survey;
- b. A description of the shape, size, topography, slope, soils, vegetation and other physical characteristics of the property;
- c. Locations of all existing and proposed structures and other impervious cover, the limits of all existing and proposed land disturbance, both inside and outside the buffer and setback. The exact area of the buffer to be affected shall be accurately and clearly indicated;
- d. Documentation of unusual hardship should the buffer be maintained;
- e. At least one alternative plan, which does not include a buffer or setback intrusion, or an explanation of why such a site plan is not possible;
- f. A calculation of the total area and length of the proposed intrusion;
- g. A stormwater management site plan, if applicable; and
- h. Proposed mitigation, for the intrusion. If mitigation is not proposed, the request must explain why.

(2) The following factors will be considered in determining whether any of the conditions identified in paragraph (2) of subsection (a) of this section are present:

- a. The shape, size, topography, slope, soils, vegetation and other physical characteristics of the property;
- b. The locations of all streams on the property, including along property boundaries;
- c. The location and extent of the proposed buffer or setback intrusion;
- d. Whether alternative designs are possible which require less intrusion or no intrusion;
- e. The long-term and construction water quality impacts of the proposed variance; and
- f. Whether issuance of the variance is at least as protective of natural resources and the environment.

(3)

Any person requesting a variance shall, from the time of the request until the time the request is acted upon, submit such information and documentation as the environmental management department and the board of commissioners shall deem necessary to the consideration of the request.

- (4) Upon consideration of the factors listed in paragraph (2) of this subsection and the purposes of this article, the environmental management department (and the board of commissioners when considering an appeal pursuant to subsection (c) of this section) may attach such conditions to the granting of variances as they deem necessary or appropriate, consistent with the purposes of this article.
- (5) In reviewing requests pursuant to this section the environmental management department (and the board of commissioners when considering an appeal pursuant to subsection (c) of this section) shall consider all technical evaluations, relevant factors, and all standards specified in this and other sections of this article.
- (6) Any person to whom a variance is granted shall be given written notice specifying the difference between the current buffers and setbacks requirements and the buffers and setbacks allowed by the variance.
- (c) *Appeals.* Any person adversely affected by any decision of the environmental management department shall have the right to appeal such decision to the board of commissioners for the county in accordance with procedures issued by the board of commissioners. At a minimum, such procedures shall include notice to all affected parties and the opportunity to be heard. Any person aggrieved by the decision of the board of commissioners may appeal such decision by petitioning for writ of certiorari with the Superior Court of Fayette County, as provided in section 5-4-1 of the Official Code of Georgia Annotated (O.C.G.A. § 5-4-1).

(Ord. No. 2019-02, § 1, 2-28-2019)

Sec. 104-185. - Penalties.

In the event the remedial measures described in the notice of violation have not been completed by the date set forth for such completion in the notice of violation, any one or more of the following actions or penalties may be taken or assessed against the person to whom the notice of violation was directed. Before taking any of the following actions or imposing any of the following penalties, the environmental management department shall first notify the owner/operator or other responsible person in writing of its intended action, and shall provide a reasonable opportunity, of not less than ten days (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours' notice shall be sufficient) to cure such violation. In the event the owner/operator or other responsible person fails to cure such violation after such notice and cure period, the environmental management department may take any one or more of the following actions or impose any one or more of the following penalties:

- (1)

Stop work order. The environmental management department may issue a stop work order which shall be served on the owner/operator or other responsible person. The stop work order shall remain in effect until the owner/operator or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided the stop work order may be withdrawn or modified to enable the owner/operator or other responsible person to take the necessary remedial measures to cure such violations.

- (2) *Suspension, revocation or modification of permit.* The environmental management department may suspend, revoke or modify any permit authorizing any development within the county. A suspended, revoked or modified permit may be reinstated after the owner/operator or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated (upon such conditions as the environmental management department may deem necessary) to enable the owner/operator or other responsible person to take the necessary remedial measures to cure such violations.
- (3) *Criminal penalties.* For intentional violations of this article, or in the event the owner/operator or other responsible person fails to take the remedial measures set forth in the notice of violation or otherwise fails to cure the violations described therein within ten days, or such greater period as the environmental management department shall deem appropriate (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours' notice shall be sufficient), the environmental management department may issue a citation to the owner/operator or other responsible person, requiring such person to appear in the Fayette County State Court to answer charges for such violation. Upon conviction, such person shall be punished by a fine not to exceed \$2,500.00 per day, per violation or a sentence of imprisonment for up to 60 days or both. Each act of violation and each day upon which any violation shall occur shall constitute a separate offense.

Secs. 104-186—104-210. - Reserved.

Article V, Section 5-47. Watershed Protection Areas - Adopted 5/28/87 - Amended in entirety on 10/13/88 - Amended in part on 10/13/94

Section 5-47. Watershed Protection Areas. Watershed protection areas are hereby identified, classified and regulated for the purpose of insuring the preservation and improvement of water quality and for complying with laws of the State of Georgia.

A. Applicability.

The following streams and those tributaries which flow directly into said streams shall be governed by this Section:

1. Designated Major water supply streams.
 - a. Flint River (Amended 10/13/94)
 - b. Line Creek (Amended 10/13/94)
 - c. Flat Creek (Amended 10/13/94)
 - d. Whitewater Creek
 - e. Horton Creek (Amended 10/13/94)
 - f. Antioch Creek
 - g. Woolsey Creek
2. The following named tributaries to water supply streams are as follows:
 - a. Gay Creek
 - b. ~~Murphy Creek~~
 - c. Nash Creek
 - d. Morning Creek
 - e. Camp Creek
 - f. Haddock Creek
 - g. Shoal Creek
 - h. Pelham Creek
 - i. Perry Creek

1.

- j. Gingercake Creek
- k. Sandy Creek
- l. Tar Creek
- m. Gin Branch
- n. Trickum Creek
- o. Broadnax Creek
- p. South Camp Creek

3. Any and all minor unnamed streams that continuously flow into major water supply streams or named tributaries which flow into major water supply streams. As indicated as perennial on the latest U.S.G.S. Quad Sheets. (Amended 10/13/94)

B. Restriction.

- 1. Any property within 1,000 feet of a reservoir:
 - a. Permitted Residential Uses:
 - 1. Minimum lot size - 3 acres.
 - 2. Minimum natural buffer - 100 feet.
(See Article III, Buffer, Natural)
(Amended 10/13/94)
 - 3. Minimum setback from natural buffer for all structures, nitrification fields and impervious surfaces - 50 feet.
(Added 10/13/94)
 - 4. No multi-family residential or mobile home park uses allowed. (Amended 10/13/94)
 - b. Permitted agricultural uses:
(Amended 10/13/94)
 - 1. Minimum natural buffer - 100 feet.
(See Article III, Buffer, Natural)
(Added 10/13/94)
 - 2. Minimum setback from natural buffer for all structures, nitrification fields and impervious surfaces - 50 feet. (Added 10/13/94)

2.

3. No chemical treatment (herbicides, pesticides, fertilizers, or paint) allowed in the natural buffer. (Added 10/13/94)
- c. Commercial - No commercial structures or uses of any nature.
- d. Industrial - No industrial structures or uses of any nature.
- e. Permitted recreational uses:
(Added 10/13/94)
 1. Minimum natural buffer - 100 feet.
(See Article III, Buffer, Natural)
(Added 10/13/94)
 2. Minimum setback from natural buffer for all structures, nitrification fields and impervious surfaces - 50 feet. (Added 10/13/94)
 3. Cart paths and improved trails shall be allowed within the setback. Unimproved hiking trails will be allowed within the natural buffer.
(Added 10/13/94)
 4. No chemical treatment (herbicides, pesticides, fertilizers, or paint) allowed in the natural buffer. (Added 10/13/94)
2. Other areas within a reservoir drainage basin including major streams, tributaries, and minor streams shall be regulated as follows:
 - a. Permitted residential use:
 1. Minimum lot size per zoning district. (Amended 10/13/94)
 2. No multi-family residential or mobile home park uses allowed.
(Amended 10/13/94)
 3. Minimum natural buffer - 100 feet.
(See Article III, Buffer, Natural)
(Amended 10/13/94)
 4. Minimum setback from natural buffer for all structures, nitrification fields and impervious surfaces - 50 feet. (Added 10/13/94)

3.

b. Permitted agricultural use:
(Amended 10/13/94)

1. Minimum natural buffer - 100 feet.
(See Article III, Buffer, Natural)
(Amended 10/13/94)
2. Minimum setback from natural buffer for all structures, nitrification fields and impervious surfaces - 50 feet. (Added 10/13/94)
3. No chemical treatment (herbicides, pesticides, fertilizers, or paint) allowed in the natural buffer. (Added 10/13/94)

c. Permitted commercial use:

1. Minimum lot size - 2 acres.
(Amended 10/13/94)
2. Minimum natural buffer - 100 feet.
(See Article III, Buffer, Natural)
(Amended 10/13/94)
3. Minimum setback from natural buffer for all structures, nitrification fields and impervious surfaces - 50 feet. (Added 10/13/94)

d. Permitted industrial use:

1. Minimum lot size - 5 acres.
2. Minimum natural buffer - 100 feet.
(See Article III, Buffer, Natural)
(Amended 10/13/94)
3. Minimum setback from natural buffer for all structures, nitrification fields and impervious surfaces - 50 feet. (Added 10/13/94)

e. Permitted recreational uses:
(Added 10/13/94)

1. Minimum natural buffer - 100 feet.
(See Article III, Buffer, Natural)
(Added 10/13/94)

4.

2. Minimum setback from natural buffer for all structures, nitrification fields and impervious surfaces - 50 feet. (Added 10/13/94)
 3. Cart paths and improved trails shall be allowed within the setback. Unimproved hiking trails will be allowed within the natural buffer. (Added 10/13/94)
 4. No chemical treatment (herbicides, pesticides, fertilizers, or paint) allowed in the natural buffer. (Added 10/13/94)
3. If a reservoir is not constructed on or adjacent to a major water supply stream, the following shall apply within 1,000 feet of a major water supply stream:
- a. Permitted residential and commercial uses: (Amended 10/13/94)
 1. Minimum Natural Buffer - 400 feet from centerline of stream or 100 feet from 100 year elevation, whichever is greater. (Amended 10/13/94)
 2. Minimum Lot Size - residential - per zoning ordinance and commercial - 2 acres. (Amended 10/13/94)
 3. Minimum setback from natural buffer for all structures, nitrification fields and impervious surfaces - 50 feet. (Amended 10/13/94)
 - b. No industrial, multi-family residential, or mobile home park uses shall be permitted. (Amended 10/13/94)
 - c. Permitted agricultural uses:
 1. Minimum natural Buffer - 400 feet from centerline of stream or 100 feet from 100 year elevation, whichever is greater. (Amended 10/13/94)
 2. Minimum setback from natural buffer for all structures, nitrification fields and impervious surfaces - 50 feet. (Amended 10/13/94)

3. Activities that do not require grubbing or tilling, such as tree harvesting with no stump removal, shall be allowed in the natural buffer. An undisturbed buffer of 100 feet, as measured from the stream bank, must be maintained. (Added 10/13/94)
 4. No chemical treatment (herbicides, pesticides, fertilizers, or paint) allowed in the buffer, natural or undisturbed. (Added 10/13/94)
- d. Permitted recreational uses:
(Amended 9/14/89)
1. Minimum natural buffer - 400 feet from centerline of stream or 100 feet from the 100 year elevation, whichever is greater. (Amended 10/13/94)
 2. Minimum setback from natural buffer for all structures, nitrification fields and impervious surfaces - 50 feet. (Amended 10/13/94)
 3. Uses permitted in the natural buffer and setback: public and private golf courses, cart paths, driving ranges, playing fields, picnic areas and improved trails. An undisturbed buffer of 100 feet, as measured from the stream bank, must be maintained. Unimproved hiking trails will be allowed within the undisturbed buffer. Any land disturbance activities are subject to Fayette County Erosion and Sedimentation Control Ordinance (Article IX, Zoning Ordinance) and Flood Plain Regulations (Article IV., Development Regulations). (Amended 10/13/94)
 4. No chemical treatment (herbicides, pesticides, fertilizers, or paint) allowed in the buffer, natural or undisturbed. (Added 10/13/94)
4. If a reservoir is not constructed on a major water supply stream, then the following shall apply to named tributaries within 1,000 feet of the named tributary.

a. Permitted Residential Uses:

1. Minimum Lot Size - per zoning ordinance.
(Amended 10/13/94)
2. Minimum Natural Buffer -200 feet from centerline of stream or 100 feet from 100 year elevation, whichever is greater.
(Amended 10/13/94)
3. Minimum setback from natural buffer for all structures, nitrification fields and impervious surfaces - 50 feet. (Amended 10/13/94)
4. No multi-family residential or mobile home park uses allowed. (Added 10/13/94)

b. Permitted Commercial Uses:

1. Minimum Lot Size: 2 acres
(Amended 10/13/94)
2. Minimum Natural Buffer - 200 feet from centerline of stream or 100 feet from 100 year elevation, whichever is greater.
(Amended 10/13/94)
3. Minimum setback from natural buffer for all structures, nitrification fields and impervious surfaces - 50 feet. (Amended 10/13/94)

c. Permitted Industrial Uses:

1. Minimum Lot Size: 5 acres.
2. Minimum Natural Buffer -200 feet from centerline of stream or 100 feet from 100 year elevation, whichever is greater.
(Amended 10/13/94)
3. Minimum setback from natural buffer for all structures, nitrification fields and impervious surfaces - 50 feet. (Amended 10/13/94)

d. Permitted agricultural use:

1. Minimum Natural Buffer -200 feet from centerline of stream or 100 feet from 100 year elevation, whichever is greater.
(Amended 10/13/94)

2. Minimum setback from natural buffer for all structures, nitrification fields and impervious surfaces - 50 feet. (Amended 10/13/94)
 3. Activities that do not require grubbing or tilling, such as tree harvesting with no stump removal, shall be allowed in the natural buffer. An undisturbed buffer of 100 feet, as measured from the stream bank, must be maintained. (Added 10/13/94)
 4. No chemical treatment (herbicides, pesticides, fertilizers, or paint) allowed in the buffer, natural or undisturbed. (Added 10/13/94)
- e. Permitted recreational uses:
(Amended 9/14/89)
1. Minimum natural buffer - 200 feet from centerline of stream or 100 feet from 100 year elevation, whichever is greater. (Amended 10/13/94)
 2. Minimum setback from natural buffer for all structures, nitrification fields and impervious surfaces - 50 feet. (Amended 10/13/94)
 3. Uses permitted in the natural buffer and setback: public and private golf courses, cart paths, driving ranges, playing fields, picnic areas and improved trails. An undisturbed buffer of 100 feet, as measured from the stream bank, must be maintained. Unimproved hiking trails will be allowed within the undisturbed buffer. Any land disturbance activities are subject to Fayette County Erosion and Sedimentation Control Ordinance (Article IX, Zoning Ordinance) and Flood Plain Regulations (Article IV., Development Regulations). (Amended 10/13/94)
 4. No chemical treatment (herbicides, pesticides, fertilizers, or paint) allowed in the buffer, natural or undisturbed. (Added 10/13/94)

5. If a reservoir is not constructed on a major water supply stream then the following shall apply to other minor streams within 1,000 feet of a minor stream:

a. Permitted Residential, Industrial, or Commercial uses:

1. Minimum Lot Size - residential - per zoning ordinance; commercial - 2 acres; and industrial - 5 acres. (Amended 10/13/94)
2. Minimum Natural Buffer - 100 feet from centerline of stream or 50 feet from 100 year elevation, whichever is greater. (Amended 10/13/94)
3. Minimum setback from natural buffer for all structures, nitrification fields and impervious surfaces - 50 feet. (Amended 10/13/94)
4. No multi-family residential or mobile home park uses allowed. (Added 10/13/94)

b. Permitted Agricultural uses:

1. Minimum Natural Buffer-100 feet from centerline of stream or 50 feet from 100 year elevation, whichever is greater. (Amended 10/13/94)
2. Minimum setback from natural buffer for all structures, nitrification fields and impervious surfaces - 50 feet. (Amended 10/13/94)
3. Activities that do not require grubbing or tilling, such as tree harvesting with no stump removal, shall be allowed in the natural buffer. An undisturbed buffer of 100 feet, as measured from the stream bank, must be maintained. (Added 10/13/94)
4. No chemical treatment (herbicides, pesticides, fertilizers, or paint) allowed in the buffer, natural or undisturbed. (Added 10/13/94)

c. Permitted recreational uses:
(Amended 9/14/89)

1. Minimum natural buffer - 100 feet from centerline of stream or 50 feet from 100 year elevation, whichever is greater.
(Amended 10/13/94)
2. Minimum setback from natural buffer for all structures, nitrification fields and impervious surfaces - 50 feet. (Amended 10/13/94)
3. Uses permitted in the natural buffer and setback: public and private golf courses, cart paths, driving ranges, playing fields, picnic areas and improved trails. An undisturbed buffer of 100 feet, as measured from the stream bank, must be maintained. Unimproved hiking trails will be allowed within the undisturbed buffer. Any land disturbance activities are subject to Fayette County Erosion and Sedimentation Control Ordinance (Article IX, Zoning Ordinance) and Flood Plain Regulations (Article IV., Development Regulations). (Amended 10/13/94)
4. No chemical treatment (herbicides, pesticides, fertilizers, or paint) allowed in the buffer, natural or undisturbed. (Added 10/13/94)

D. Other Quality Considerations.

1. It shall be the responsibility of every developer or builder to present required plans and to comply with Article IX, SEDIMENT CONTROL, of the Zoning Ordinance.
2. Whenever the zoning district regulations, including lot size requirements, are more restrictive than those contained in this Section, the more restrictive provisions shall prevail.
3. Nonresidential developments may be required to install any or all of, but not limited to, the following devices:

- a. Oil-water separators.
 - b. Grease traps.
 - c. Pre-setting basins.
4. No agricultural or recreational activity that does not strictly comply with Georgia Pesticide Act of 1976, Georgia Pesticide Use and Application Act of 1976, and Georgia Laws 1982, House Bill 1780 (O.C.G.A. 2-1-4) as amended, or with any and all other laws of the State of Georgia, will be allowed. (Amended 9/14/89)

(Section E. added in its entirety 10/13/94)

E. Natural Buffer Protection and Replacement. Vegetation within a Natural Buffer, as defined in Article III. of this ordinance, shall not be disturbed except as indicated herein. Where a natural buffer area is otherwise disturbed, it shall be replanted according to this Section.

A. Definitions.

The following definition of terms shall apply to this Section.

Ground cover: Natural plant material such as vines, shrubs, or grasses which would not normally attain a height of more than two (2) feet.

Natural vegetation: Natural vegetation shall connote a generally undisturbed, maintenance-free, self-perpetuating stand of vegetation comprised of indigenous shrubs, flowers, wild grasses, and trees.

Shrub: A woody plant or bush of relatively low height (two (2) to six (6) feet), distinguished from a tree by having several stems rather than a single trunk.

Tree: A self supporting woody plant having one (1) or more well-defined stems or trunks, a more or less definitely formed crown, usually attaining a mature height of at least ten (10) feet, and a trunk diameter of at least two (2) inches measured at a point four (4) feet above the ground.

Tree, canopy: Any tree having reached a relatively tall height compared to surrounding trees and vegetation and providing shade and protection to the earth and

vegetation beneath it from its foliage mass; also individual or tree groups forming an overhead cover. Examples include oak, red maple, hickory, beech, pecan, sycamore, sweetgum, poplar, ash, river birch, long leaf pine, loblolly pine and Virginia pine.

Tree, understory: Any tree, which is of relatively lesser height and spread than surrounding canopy trees, but still provides shade and a degree of protection to the earth and vegetation beneath it. Examples include dogwood, cherry, red bud, sassafras, crabapple, pear, American holly, red cedar, and magnolia.

B. Landscape Plan Requirements.

A landscape plan is required for the replacement/replanting of buffer vegetation:

- (1) A landscape plan shall be prepared by a landscape architect registered in the State of Georgia.
- (2) A landscape plan shall include two (2) canopy trees with a minimum trunk caliper of two and one-half (2 1/2) inches (at four (4) inches from the ground) for every one thousand (1,000) square feet of disturbed buffer area on the site.
- (3) A landscape plan shall include one (1) understory tree with a minimum trunk caliper of one (1) inch (at four (4) inches from the ground) for every one thousand (1,000) square feet of disturbed buffer area on the site.
- (4) Required trees shall be randomly placed so that the mature canopy covers the buffer area.
- (5) All disturbed buffer areas shall be one hundred (100) percent covered with deciduous trees, shrubs, and/or ground cover (not requiring mowing).

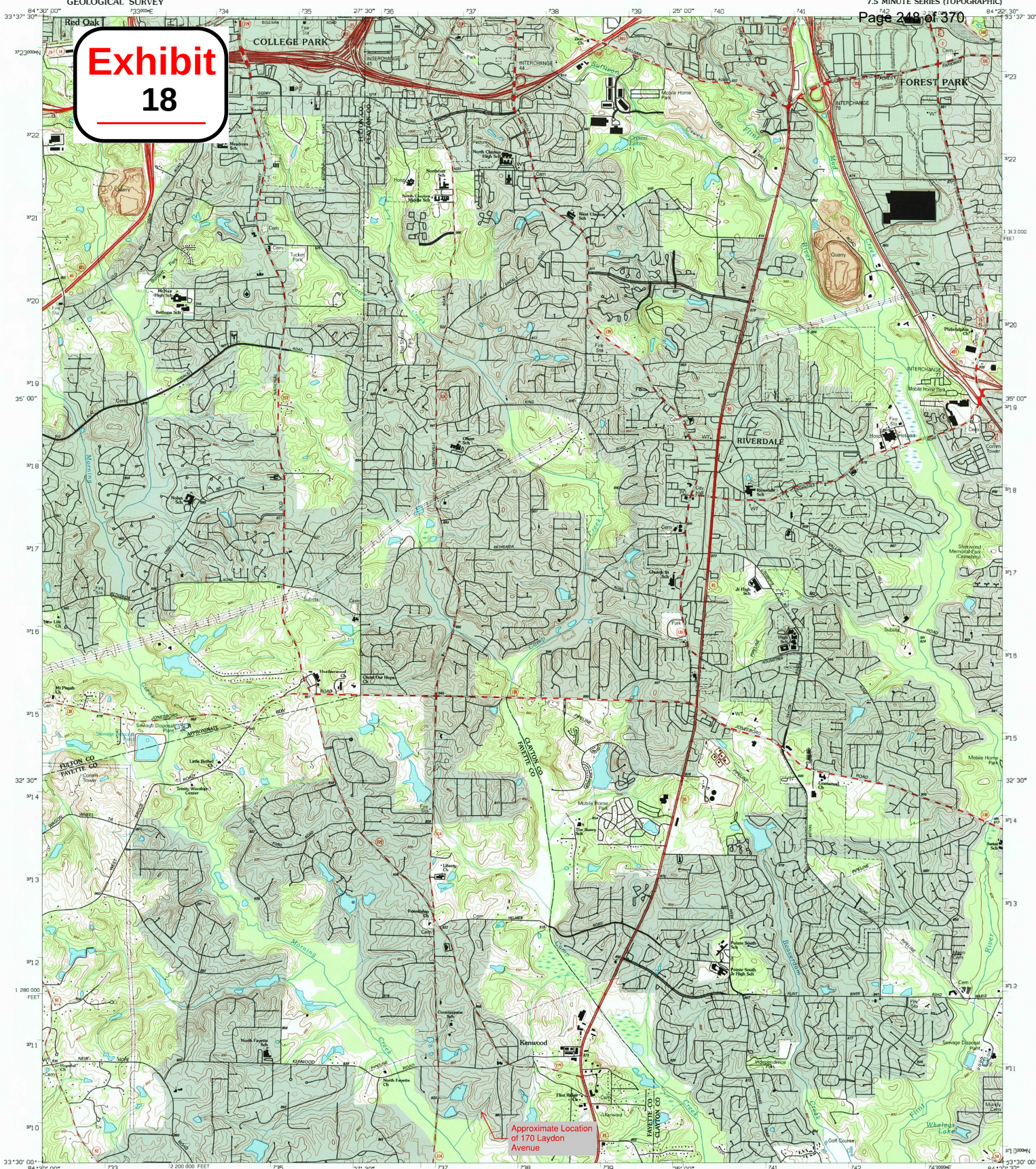
C. Landscape Plan Check Sheet.

A landscape plan shall contain the following information:

- (1) Name, address and telephone number of property owner.
- (2) Name, address, telephone number and seal of landscape architect who prepared the plan.
- (3) Site location map, north point, scale of drawings.

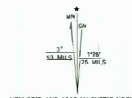
- (4) Show all pertinent site features: buildings, walks, drives, underground utilities, water bodies, etc..
- (5) Show all property lines, distances to bodies of water and/or streams, and the limits of the natural buffer areas.
- (6) Show calculations on the plan for: total area, buffer area disturbed (in acres and square feet). Indicate numbers of canopy and understory trees required by ordinance.
- (7) Planting key: botanical and common name of all plant materials proposed; quantity of each species, size of plant material (caliper, height, width); condition (i.e. balled and burlapped, container grown, bare root, collected, etc.).
- (8) Submit three (3) copies of plans for review. One (1) will be returned upon approval.

Exhibit
18



Produced by the United States Geological Survey

Compiled from imagery dated 1993 and other sources
Field checked 1990. Map edited 1995
North American Datum of 1983 (NAD 83). Projection and
Map 1000-meter grid ticks. Universal Transverse Mercator, zone 16
10 000-foot ticks. Georgia Coordinate System of 1983 (west zone)
North American Datum of 1927 (NAD 27) is shown by dashed
corner ticks. The values of the shift between NAD 83 and NAD 27
for 7.5-minute intersections are obtainable from National Geodetic
Survey NADCON software



CONTOUR INTERVAL 10 FEET
NATIONAL GEODETIC VERTICAL DATUM OF 1929
THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS
FOR SALE BY U.S. GEOLOGICAL SURVEY
DENVER, COLORADO 80225, OR RESTON, VIRGINIA 22092
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

QUADRANGLE LOCATION

1	2	3
4	5	6
7	8	9

ADJOINING 7.5' QUADRANGLE NAMES

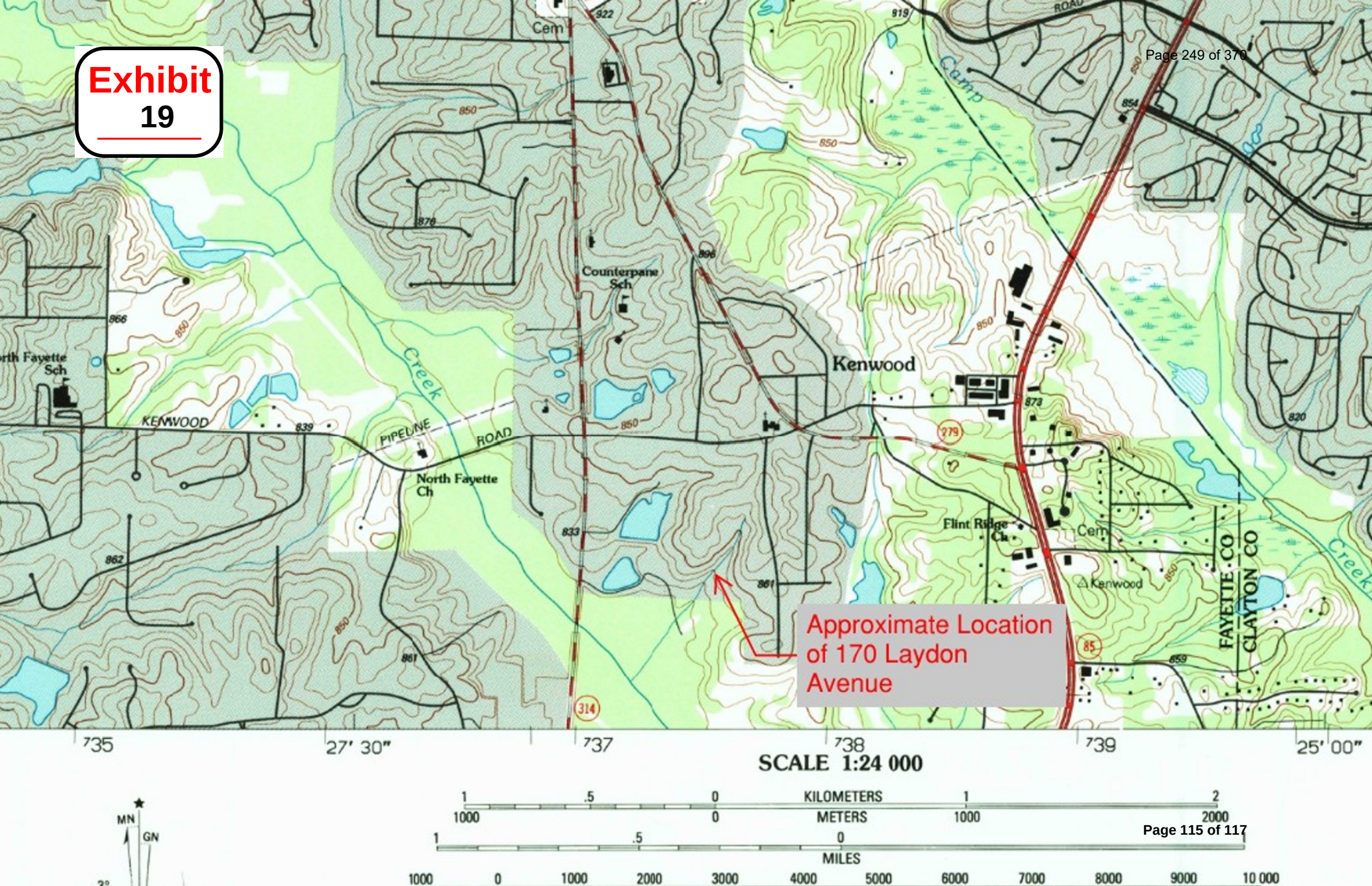
Primary highway, hard surface
Secondary highway, hard surface
Light-duty road, hard or improved surface
Unimproved road
Interstate Route
U. S. Route
State Route

U.S. GEOLOGICAL SURVEY
NATIONAL MAP ACQUISITION
AUG 31 1995
REC'D FILE COPY

DMA 4151 10 SW SERIES V845



Exhibit
19



Approximate Location
of 170 Laydon
Avenue



August 5, 2025

Via: Email Only

Bryan Keller, Director of Environmental Management
BKeller@fayettecountyga.gov

Tameca P. Smith, County Clerk
TSmith@fayettecountyga.gov

Re: Denial of Watershed-Buffer Variance Application; 170 Laydon Ave (Lot 7
Northaven); Parcel No. 055104007

Dear Mr. Keller & Ms. Smith:

I received the denial of the requested variance referenced above which was dated August 1, 2025. Please accept this letter as an appeal of that decision pursuant to Section 104-184(c). As such, please place this matter on a meeting agenda for the Board of Commissioners to consider the appeal. Please note that I will be out of the country on September 25, 2025. Please do not schedule the matter for that meeting.

Should you have any questions regarding this matter, please do not hesitate to contact me.

Best regards.

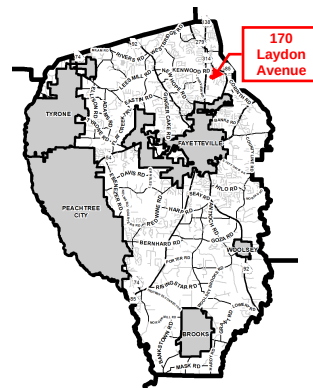
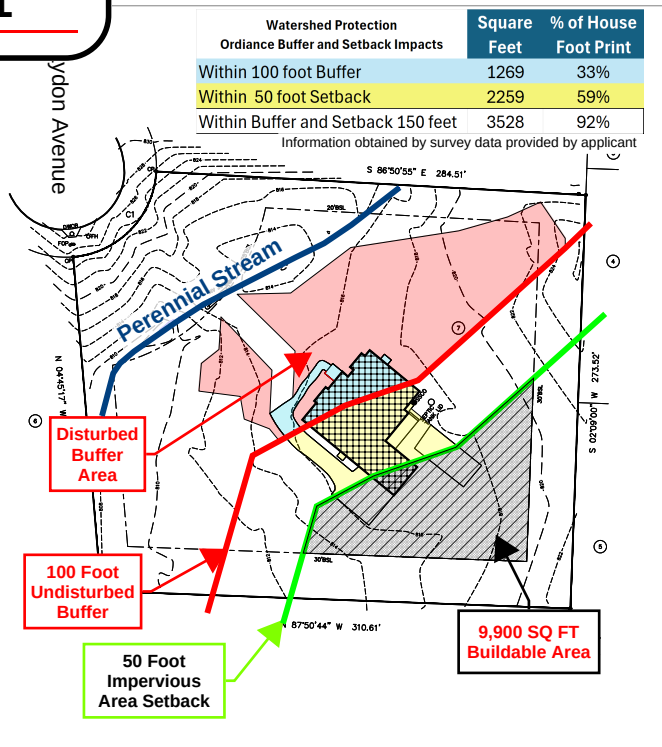
Sincerely,
LINDSEY & LACY, PC

/s/ Richard P. Lindsey

cc: Client via email only

Exhibit 21

Page 251 of 370



170 Laydon Avenue
Watershed Protection Ordinance
Buffer and Setback Impacts

Page 117 of 117

COUNTY AGENDA REQUEST

Page 252 of 370

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to have Fayette County Public Works to perform paving and stormwater maintenance repair at Lake Kedron Park area in Peachtree City in the amount of \$187,096.70.

Background/History/Details:

Lake Kedron helps supply Fayette County Water System (FCWS) with a portion of its raw surface water needed to supply Fayette County with potable water. Lake Kedron, constructed in 1987, was developed with a boat and fishing dock and parking area for residential access. FCWS maintains this area.

Severe erosion is occurring from stormwater runoff into the lake. This project will improve stormwater infrastructure that will mitigate the erosion. Historical records do not indicate the parking area has received maintenance since its inception.

What action are you seeking from the Board of Commissioners?

Approval of Fayette County Public Works to perform paving and stormwater maintenance repair at Lake Kedron Park area in Peachtree City in the amount of \$187,096.70.

If this item requires funding, please describe:

Funds are available in project 50740400 - 542540 - 24WSF in the amount of \$287,989.39.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Repair and Resurface Lake Kedron Parking Lot

Fayette County Road Department

Repave parking lot and install additional drainage structures

PHASE 1 - DRAINAGE IMPROVEMENTS AND ASPHALT REMOVAL			MATERIALS COST 9-26-25	
ITEM DESCRIPTION	UNIT	QUAN	UNIT PRICE	TOTAL COST
19mm @ 2"	TN	20	\$74.41	\$1,488.20
Lease Truck (Debris & Rip Rap)	HR	30	\$94.98	\$2,849.40
Concrete for Flume and C&G	CY	40	\$250.00	\$10,000.00
Concrete Forming Supplies and Misc	LS	1	\$1,500.00	\$1,500.00
Concrete Widening	CY	8	\$250.00	\$2,000.00
Rip-Rap - Type 3	TN	60	\$40.00	\$2,400.00
Silt Fence	LF	200	\$3.50	\$700.00
Fabric for Rip Rap	SY	100	\$1.50	\$150.00
600 SY Wood Mulch Hauling	HR	10	\$94.98	\$949.80
Road Department Labor	LS	1	\$22,698.00	\$22,698.00
Road Department Equipment	LS	1	\$22,981.00	\$22,981.00
TOTAL				\$67,716.40

PHASE 2 - RESURFACING			MATERIALS COST 9-26-25	
ITEM DESCRIPTION	UNIT	QUAN	UNIT PRICE	TOTAL COST
Crack Relief Layer (12.5mm OGI) @ 110 lbs/sy	TN	250	\$85.74	\$21,435.00
Asphalt Overlay (12.5mm) @ 165 lbs/sy	TN	750	\$75.61	\$56,707.50
Tack	GAL	900	\$4.05	\$3,645.00
Lease Trucking	HR	120	\$94.98	\$11,397.60
Road Department Labor	LS	1	\$14,480.70	\$14,480.70
Road Department Equipment	LS	1	\$11,714.50	\$11,714.50
TOTAL				\$119,380.30

Fayette County Road Department

Authorization for Work

Project :	<u>Repair and Resurface Lake Kedron Parking Lot</u>		
Date:	<u>9/26/2025</u>		
Requesting Party :	<u>Fayette County Water Department</u>		
Requested by :	<u>Vanessa Tigert</u>		
Description of Project :	<u>Phase 1 - Drainage Repairs</u>		
	<u></u>		
	<u></u>		
Estimated material cost	<u>\$22,037.40</u>	to be paid by	<u>Water Department</u>
Estimated labor cost	<u>\$22,698.00</u>	to be paid by	<u>Water Department</u>
Estimated equipment cost	<u>\$22,981.00</u>	to be paid by	<u>Water Department</u>
Total estimated cost	<u>\$67,716.40</u>		

All material invoices will be sent directly to the Requesting Party for payment.
All labor, vehicle & equipment costs will transferred through Finance at the end of the project.

Approved by:

<u>Requesting Party</u>	<u>Date</u>
<u>Road Department</u>	<u>Date</u>

Fayette County Road Department

Authorization for Work

Project :	<u>Repair and Resurface Lake Kedron Parking Lot</u>		
Date:	<u>9/26/2025</u>		
Requesting Party :	<u>Fayette County Water Department</u>		
Requested by :	<u>Vanessa Tigert</u>		
Description of Project :	<u>Phase 2 - Resurfacing</u>		
	<u></u>		
	<u></u>		
Estimated material cost	<u>\$93,185.10</u>	to be paid by	<u>Water Department</u>
Estimated labor cost	<u>\$14,480.70</u>	to be paid by	<u>Water Department</u>
Estimated equipment cost	<u>\$11,714.50</u>	to be paid by	<u>Water Department</u>
Total estimated cost	<u>\$119,380.30</u>		

All material invoices will be sent directly to the Requesting Party for payment.
All labor, vehicle & equipment costs will transferred through Finance at the end of the project.

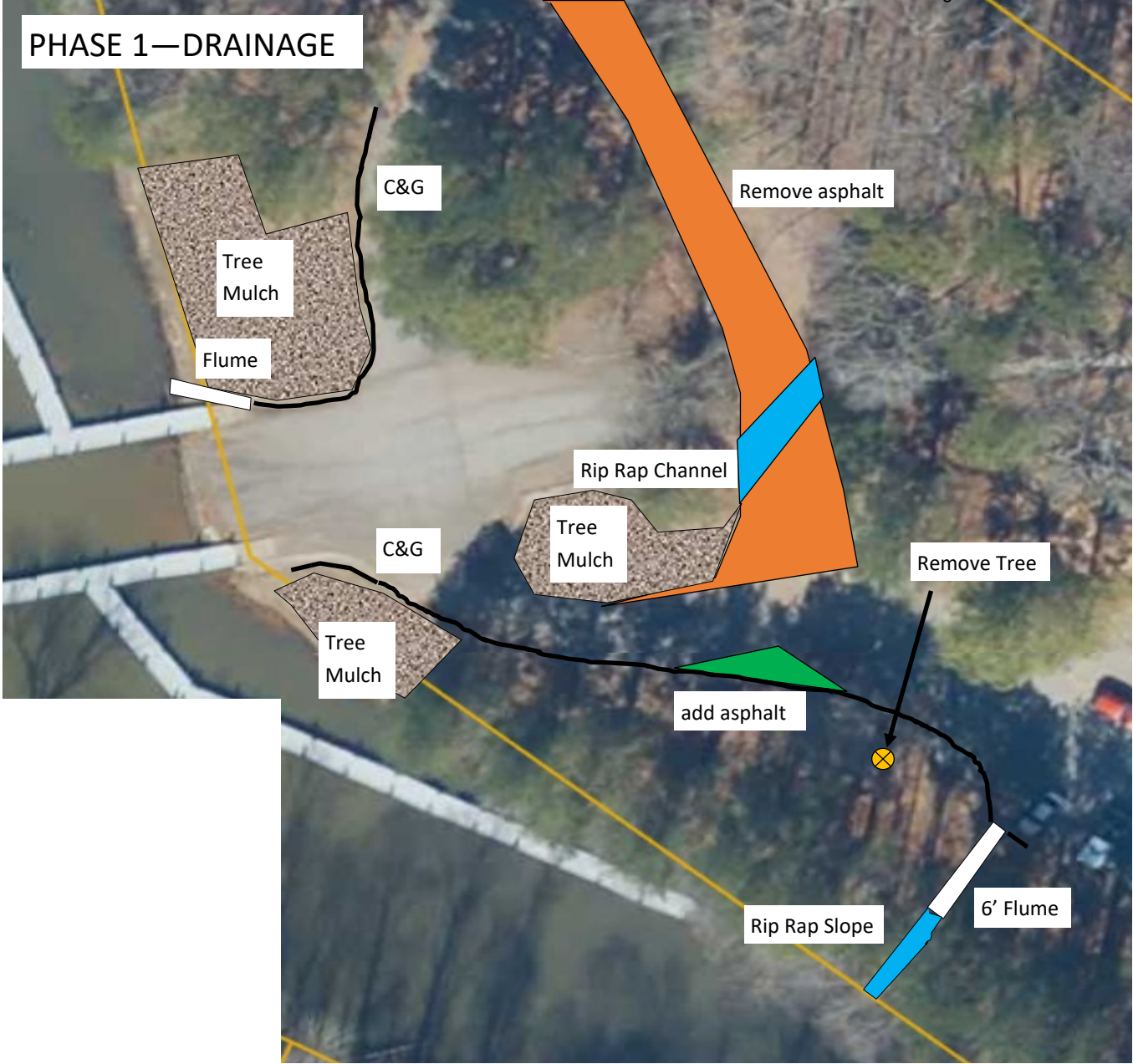
Approved by:

<u>Requesting Party</u>	<u>Date</u>
<u>Road Department</u>	<u>Date</u>

PHASE 2—RESURFACING



PHASE 1—DRAINAGE



COUNTY AGENDA REQUEST

Page 257 of 370

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to award RFP #2605-P, Public Works Engineer of Record to LJA Engineering, Inc. for a contract beginning with issuance of the Notice to Proceed (NTP) and continuing through June 30, 2026, with provisions for two additional one-year renewal terms.

Background/History/Details:

Environmental Management staff solicited responses for RFP #2605-P, Public Works Engineer of Record for stormwater-related engineering needs. This will serve as a blanket contract for engineering services, on an as-needed basis, for a variety of work including, but not limited to stormwater-related planning, permitting, design, utility coordination, and construction support services. A four-person evaluation team reviewed nine proposals according to established County procurement procedures. LJA Engineering, inc. was ultimately selected.

This contract establishes hourly rates for services as needed; therefore, a not-to-exceed amount is not applicable. Attached backup information provides detail on the procurement and proposal evaluation process.

What action are you seeking from the Board of Commissioners?

Approval to award RFP #2605-P, Public Works Engineer of Record to LJA Engineering, Inc. for a contract beginning with issuance of the Notice to Proceed (NTP) and continuing through June 30, 2026, with provisions for two additional one-year renewal terms.

If this item requires funding, please describe:

Funding will be provided by the projects using engineering services. Funding sources may include the 2017 SPLOST, 2023 SPLOST, approved CIPs, and line items within the General Fund.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



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

To: Steve Rapson

Through: Ted L. Burgess 

From: Sherry White 

Date: October 23, 2025

Subject: #2605-P Public Works Engineer of Record

A core function of county and municipal public works departments is the use of professional engineering services to support stormwater-related planning, permitting, design, utility coordination, and construction support services. These services are essential for both planned capital projects and unexpected needs that arise during daily operations.

Requiring a formal sealed bid or request for proposals (RFP) process each time engineering services are needed would be inefficient, time-consuming, and could delay critical projects. To streamline operations and ensure timely response, many local governments establish contracts with qualified firms to serve as their On-Call Engineer or Engineer of Record, providing professional engineering services as needed under a continuing services agreement.

To this end, the Purchasing Department issued Request for Proposal #2605-P to secure an engineer of record for the Public Works and Environmental Departments. Notice of the opportunity was emailed to 49 companies. Another 540 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code #92535 (Environmental Engineering), #92536 (Engineering Services (Not Otherwise Classified)) and #92597 (Water Supply, Treatment, and Distribution Engineering). The offer was also advertised through Georgia Local Government Access Marketplace.

Nine companies submitted proposals. All proposals were evaluated by a team of staff members. The criteria included qualifications, project team and individual experience, understanding & approach, scheduling and resource availability (Attachment 1). Purchasing reviewed the price schedule for scoring.

Based on the combined technical and price evaluation (Attachment 2), LJA Engineering, Inc. received the highest overall score and is recommended for award. This company has not contracted with the county in the past, so a Contractor Performance Evaluation is not available. During the reference check positive responses were received.

Specifics of the proposed contract are as follows:

Contract Name	#2605-P Public Works Engineer of Record
Contractor	LJA Engineering, Inc.
Type of Contract	On-demand Services
Contract Amount	Amount Established for each Task Order
Budget	Varies depending on the project or Task Order

Approved by: _____ Date: _____

**RFP #2605-P Public Works Engineer of Record
PROPOSAL EVALUATION**

	Max Points	Good- wyn Mills Cawood LLC	Keck & Wood, Inc.	Roches- ter DCCM	Rummel, Klepper & Kahl, LLP (RK&K)	Lowe Engin- eers	POND & Co	ISE	Clinch- field Consul- ting Group	LJA Engin- eering Inc
Statement of Qualifications	10	4.8	7.8	7.8	7.8	7.5	8.5	6.3	3.0	7.8
Project Team & Individual Experience	30	13.8	23.0	26.0	23.8	23.8	26.5	19.8	16.5	26.5
Understanding and Approach	20	8.8	13.3	14.3	14.5	15.5	17.3	12.5	12.8	17.3
Scheduling & Resource Availability	10	5.3	7.0	7.3	8.3	8.8	9.0	4.3	5.5	8.0
Total Technical Merit Score	70	32.5	51.0	55.3	54.3	55.5	61.3	42.8	37.8	59.5
Weighted Average Hourly Fees		139.0	181.3	152.8	146.0	143.5	156.0	140.8	134.2	133.9
Price Score	30	28.9	22.2	26.3	27.5	28.0	25.8	28.5	29.9	30.0
Total Score		61.4	73.2	81.5	81.8	83.5	87.0	71.3	67.7	89.5



BILLING AND PAYMENT PROCEDURES:

LJA will submit invoices to OWNER monthly. Said invoices are due and payable upon receipt. ~~Direct Expenses (including subconsultants hired by LJA) will be invoiced at cost plus 15% to OWNER.~~

LJA BASIC SERVICE RATES

Senior Vice President	\$300.00 per hour
Senior Project Manager	\$255.00 per hour
Project Manager II	\$165.00 per hour
Project Manager I	\$155.00 per hour
Senior Project Engineer	\$165.00 per hour
Senior GIS Professional	\$165.00 per hour
GIS Professional III	\$135.00 per hour
CAD Designer IV	\$135.00 per hour
Graduate Engineer	\$110.00 per hour
Project Coordinator	\$100.00 per hour
Staff Professional II	\$110.00 per hour
CAD Technician	\$65.00 per hour
Staff Professional/Technician/Intern	\$65.00 per hour
Sr. Admin/Business Manager	\$145.00 per hour
Administrative Assistant/Admin II	\$75.00 per hour
Subcontractor/Subconsultant	Cost + 15%

BM&K ADDITIONAL FEES

Construction Project Manager	\$115.00 per hour
Senior Inspector	\$105.00 per hour
Inspector	\$85.00 per hour
Right of Way Director	\$175.00 per hour
Right of Way Project Manager	\$125.00 per hour
Right of Way Appraiser	\$125.00 per hour

~~*Rate Schedule is subject to annual change at LJA Engineering's discretion to reflect increases in costs of operation, inflation, etc.~~

COUNTY AGENDA REQUEST

Page 262 of 370

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to approve Contract #1981-Q, Task Order #7 for a Not to Exceed (NTE) amount of \$460,201.65 to Practical Design Partners (PDP) for development of "Final Design Plans" and related deliverables for the SR 279 Realignment Project - GDOT PI 0017813 (17TAD).

Background/History/Details:

In March 24, 2022, the Board of Commissioners awarded Contract #1981-Q for preliminary engineering and design services to Practical Design Partners, LLC (PDP) for the Realignment of SR 279. The Contract is a "multi-phase, project-specific" type and the March 2022 award included approval of the first Task Order (TO#1). Since then, the project team has developed an approved Concept Report, Preliminary Plans, and Right of Way Plans.

To prepare for the next step of the design phase, County staff and PDP developed a scope for TO#7 and negotiated fees following the Georgia Department of Transportation (GDOT) Plan Development Process. The schedule for completion of TO #7 is 15 months. Deliverables include approved Complete Final Design Plans (including Signing and Marking Plans, Signal Plans, Staging Plans, Utility Coordination, Erosion Control Plans, Municipal Separate Storm Sewer System design, Signal Communication Plans if needed, and Wall Design if needed), FFPR Deliverables and Corrected Plans, Annual Cost Estimate Update, 404 Permitting, approval of the Categorical Exclusion (CE) document, Public Involvement Open House Response Letter, Environmental Commitments Table, and approved MS4 Report.

Results of TO #7 will be used to prepare the project for construction letting (TO#8). TO#8 should be the last TO for the design phase.

What action are you seeking from the Board of Commissioners?

Approval of Contract #1981-Q, Task Order #7 for a Not to Exceed (NTE) amount of \$460,201.65 to Practical Design Partners (PDP) for development of "Final Design Plans" and related deliverables for the SR 279 Realignment Project - GDOT PI 0017813 (17TAD).

If this item requires funding, please describe:

Funding for TO #7 is available from the 2017 SPLOST Project 17TAD - Realignment of SR 279 at Corinth Road. Up to 80% of the costs are eligible for federal aid reimbursement.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

This project is GDOT PI 0017813, County SPLOST # 17TAD, and ARC # FA-279.



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: October 23, 2025

**Subject: Contract #1981-Q SR 279 Realignment - Engineering & Design
 Task Order 7: Final Design Plans**

On March 24, 2022, The Board of Commissioners awarded Contract #1981-Q to Practical Design Partners (PDP) for design and engineering services related to realignment of SR 279 at Corinth Road. In conformance with requirements of the federal Surface Transportation Block Grant and the Georgia Department of Transportation, the contract is similar to an engineer-of-record contract, in that all work and funds are awarded as Task Orders.

To date, PDP has been awarded six task orders totaling \$1,322,621.40. Task Order 7 will add \$460,201.65 bringing the total awarded to \$1,782,823.05 (Attachment 1). Up to 80% of costs are eligible for federal aid reimbursement.

Under Task Order #7, PDP will provide final design plans. County staff and PDP met on August 25, 2025, to negotiate Task Order 7. Following review and discussions with PDP, Fayette County has determined the proposed fee to be acceptable and hereby requests approval of Task Order No. 7 as submitted (Attachment 2).

Specifics of the proposed Task Order are as follows:

Contract Name	#1981-Q: SR 279 Realignment - E&D	
Task Order	#7: Final Design Plans	
Contractor	Practical Design Partners, LLC	
Not-to-Exceed Amount	\$460,201.65	
Budget:		
Fund	322 - 17SPLOST (20%)	326 - 17SPLOST Grant (80%)
Org Code	32240220 ROAD SPLOST	32640220 ROAD SPLOST
Object	541210 Other Improvements	541210 Other Improvements
Project	17TAD SR 279 & Corinth Rd	17TAD SR 279 & Corinth Rd
Project Amt.	\$92,040.33	\$368,161.32
Available	\$3,403,187.41	\$732,561.85 As of 10/14/2025

ATTACHMENT 1

Contract #1981-Q
 SR 279 Realignment - Engineering & Design
 Practical Design Partners

Task Order		
1	135,528.91	Scoping-level concept report, traffic study, high level concept layouts & cost options
2	58,931.42	Public involvement activities
3	479,053.92	Survey database, full concept report, public involvement & environmental studies
4	625,822.51	Preliminary roadway design & ROW plans
5	23,284.64	Engineering Traffic Investigation - justify speed limit reduction from 55 to 45
6	87,555.68	Geotechnical Services
	1,322,621.40	Total awarded to date
7	460,201.65	Provide final design plans
	<u>1,782,823.05</u>	Total including Task Order 7 request



TASK ORDER

MASTER CONTRACT ID #:
TASK ORDER #: 7

Total Task Order Amt: \$460,201.65

Task Order Funding Project Information:

PI #: 0017813
County: Fayette
TPRO Description: SR 279 Realignment

The above project task order is made and entered into as of _____, (hereinafter referred to as "Task Order Effective Date") by and between the Georgia Department of Transportation (GDOT), through its Office listed in Item # I. (responsibilities and obligations pursuant to this task order will be performed by the individuals identified in Item # I of this task order), hereinafter referred to as the Department;

AND

PRACTICAL DESIGN PARTNERS, LLC

hereinafter referred to as the Consultant.

This task order is made a part of the Professional Services Agreement Master Contract referenced above between the Department and the Consultant.

I. DEPARTMENT AND CONSULTANT CONTACT INFORMATION:

The Department's mailing address and telephone number for correspondence, reports, and other matters relative to this contract, except as otherwise indicated, are:

Department's Project Manager:

Fayette County Public Works
Attn: Phil Mallon
115 McDonough Road
Fayetteville, GA 30214
Telephone #: (770) 320-6009
E-Mail: pmallon@fayettecountyga.gov

Fayette County Public Works

County's Contract Specialist:

Fayette County Purchasing
Attn: Sherry White
140 Stonewall Avenue West, Suite 204
Fayetteville, GA 30214

Telephone #: 770-305-5314
E-Mail: swhite@fayettecountyga.gov

Consultant's Project Manager:

Practical Design Partners, LLC
Attn: Angela Snyder
PO Box 3111
Tucker, GA 30085
Telephone #: 770-855-4683
E-Mail: asnyder@practicaldesignpartners.com

Consultant's Project Manager:

PLEASE ADHERE TO THE FORMATTING STYLE BELOW TO PROVIDE REQUIRED INFORMATION; ACRONYMS ARE TO BE DEFINED WHEN UTILIZED:

II. TASK ORDER DESCRIPTION:

The purpose of this task order is to provide Final Design plans.

III. SCOPE OF SERVICES:

The Consultant shall provide:

A. Attend Project Team Meetings:

- a) The Consultant shall prepare for, attend, and prepare meeting minutes for monthly coordination and team meetings for the life of this contract.

B. Environmental Tasks:

- a) Complete NEPA Management and Coordination, to include attending Project Meetings for 12 months. Preparation for and attendance of FFPR- assumes hybrid approach
- b) Review FFPR report and provide written responses to any environmental comments.
- c) Prepare Plan Review, Environmental commitments table (Green Sheet), assist engineering with Environmental Resource Impact Table (ERIT) for History, Ecology, Noise Assessment Addendum, and Archaeology.
- d) Reevaluation of approved environmental studies, as needed. No change memos assumed for ecology and air.
- e) Approved final CE document
 - a) Captures any changes to the project impacts as plans are further refined
- f) Preparation and approval of environmental permits including 404 Permit .
- g) TPro and P6 updates for 15 months.
- h) Prepare for and complete virtual Public Involvement meeting.
 - a) Prepare materials for virtual public presentation.
 - b) Collect and summarize public meeting results
 - c) Provide responses to public meeting comments

C. Final Design

- a) FFPR participation, report, and responses (all plan sets and other information requested by Engineering Services)
- b) Erosion Control Plans
- c) Quality Assurance/Quality Control Reviews
- d) Corrected FFPR Plans
- e) AASHTOWARE Final cost estimate
- f) Final MS4 Report including Special Grading Plans
- g) Amendments & Revisions
- h) Final Design Data Book
- i) Finalize Utility Coordination
 - a) Coordinate QL-A test hole location map
 - b) Coordinate 2nd submission utilities
 - c) Incorporate final utility relocations
 - d) Coordinate submission of all required utility permits
- j) Complete Final Roadway Plans, including but not limited to:
 - i. Final Signing and Marking Plans
 - ii. Final drainage design
 - iii. Final Signal Plans
 - iv. Final Communication Plans, as needed
 - v. Final Staging & Erosion Plans

- k) Quality Assurance/Quality Control Reviews for all deliverables
- l) Attendance in and meeting minutes of monthly meetings to discuss progress and/or issues (additional meetings may be required to resolve major project issues).
- m) Prepare, reproduce, and distribute Preliminary Field Plan Review (PFPR) and Final Field Plan Review (FFPR) Package, address/respond to comments, and make plan changes.
- n) Prepare, reproduce, and distribute preliminary and final plans and all supporting disciplines (signing and marking, erosion control, R/W, Utilities, etc.) as well as all special provisions, all design files, and supporting documentation.

IV. AVAILABLE INFORMATION:

The County shall provide the following:

- A. Project Schedule
- B. Any existing special studies performed
- C. Information on other projects along the corridor

V. DELIVERABLES:

The following items shall be completed by the Consultant and delivered to the County during the term of this task order as specified by the Project Manager and in accordance with the approved project schedule:

- A. FFPR Deliverables
- B. FFPR Corrected Plans
- C. Final Plans, Specifications and Estimates (PS&E) package for project
- D. Annual Cost Estimate Update
- E. Provide approved 404 Permit
- F. Final approved Categorical Exclusion (CE) document
- G. Public Involvement Open House Response Letter
- H. Environmental Commitments Table (Green Sheet)
- I. Approved MS4 Report

VI. WORK SCHEDULE:

The Consultant shall not begin any work on a Task Order until authorized in writing by the Department through a Notice to Proceed, which shall provide an effective date for the start of consultant services. Any work, including but not limited to travel, preliminary meeting, planning, etc., performed outside the terms and conditions of this Task Order, or conducted before the Notice to Proceed has been issued by the Department, will not be considered for payment.

The Consultant must complete all work between the date of the Notice to Proceed (NTP) and the completion date specified in the NTP letter. In no instance shall any work be authorized beyond the completion date specified unless specifically authorized in writing by a task order time extension. All work specified in this task order shall be completed within **15** month(s) of the Notice to Proceed date, not to exceed the master professional services agreement expiration date.

VII. COMPENSATION (PAYMENT) METHODS:

The following method of payment(s) to consultant shall be used in accordance with The Professional Services Agreement and 23 CFR 172.9(b) Payment methods:

- ☐ Lump Sum (Firm Fixed Price) – A fixed/negotiated price not subject to any adjustment; the Consultant agrees to fulfill its obligation under this agreement, regardless of cost with no expectation of additional compensation beyond the agreed upon lump sum price in the performance of the work.

Under the following cost reimbursement payment methods (below), the Consultant will be compensated for actual allowable incurred costs, in accordance with the Federal Cost Principles. The Maximum Allowable Compensation dollar amount has been established as an estimate of total cost for the purpose of obligating funds and establishing a ceiling that the Consultant may not exceed.

- ☒ Cost Plus Fixed Fee - An agreed-upon fixed fee amount for the Prime and Sub-consultants, together with all allowable incurred costs in the performance of the scope of services. Each individual consultant's fixed fee amounts will not vary with the actual cost in the performance of work by the Prime and/or Sub-consultants.

(Fixed Fee = (Direct Labor + Overhead /Indirect Cost Rate) X 10%);

Note: FCCM is not included in the calculation of the Fixed Fee amount.

- ☐ Cost Per Unit of Work (Menu of Services) – An agreed-upon cost for an agreed-upon effort per unit of work. The GDOT Project Manager shall manage and request the unit of work (Menu Items) to be performed by the Consultant. The Consultant shall not be in direct control of the number or menu items worked.
- ☐ Specific Rates of Compensation (Billable Hourly Rates) – An agreed-upon loaded fixed hourly rate for each classification of employees, which will not change for the duration of this task order and provides reimbursement to the Consultant based on the actual direct labor hours worked at specified fixed hourly rates. The loaded fixed hourly rates include direct labor costs, indirect cost, and fee plus any other direct expenses or costs determined allowable during negotiation. The GDOT Project Manager shall manage and monitor the consultant's level of effort and classification of employees used to perform the services under the Specific Rates of Compensation and the consultant shall not be in direct control of the number of hours worked.

NOTE: It is the responsibility of the Consultant to account for costs appropriately and maintain adequate records and supporting documentation to demonstrate costs claimed to have incurred are allocable to this task order, and comply with applicable cost principles. It is important to note that all costs or prices based on estimated costs shall be eligible for Federal-Aid reimbursement, only to the extent that cost incurred or cost estimates included in negotiated prices are allowable in accordance with the Federal cost principles.

VIII. SEXUAL HARASSMENT PREVENTION POLICY:

In accordance with ARTICLE #402 COMPLIANCE WITH APPLICABLE LAW, of the Original Professional Services Agreement, all contractors shall comply fully with The State of Georgia, Sexual Harassment Prevention Policy.

IX. ATTACHMENT LISTING:

ATTACHMENT A, STATE OF GEORGIA'S, SEXUAL HARASSMENT PREVENTION POLICY
ATTACHMENT B, COST PROPOSAL SUMMARY or BILLABLE HOURLY RATES or MENU OF SERVICES

IN WITNESS WHEREOF, said parties have hereunto affixed their signatures the day and year above first written:

FAYETTE COUNTY

PRACTICAL DESIGN PARTNERS, LLC

Commissioner

Signature: _____ Date

Printed Name/Title

ATTEST

Treasurer

Date

ATTACHMENT A

**STATE OF GEORGIA
SEXUAL HARASSMENT PREVENTION POLICY**

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

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

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

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

Georgia Department of Transportation
COST PROPOSAL SUMMARY

Proj. No.:
 PI No.: 0017813
 Prime: Practical Design Partners, LLC
 Date: 1-May-2025

Offeror: Practical Design Partners, LLC
 PO Box 3111
 Tucker, GA 30085
 Contact: Angela Snyder 770-855-4683
 President asnyder@practicaldesignpartners.com

Contract Office: Fayette County

Contract Action: Task Order

Contract Type: Cost Plus Fixed Fee

Project: SR 279 Realignment
 County: Fayette County
 Contract Type: Cost Plus Fixed Fee
 Fixed Fee %: 10%

Master Contract: contract number
 Contract Expiration: 1-Jan-2000
 Task Order No: 7

	Task Order Totals
Maximum Allowable Cost	\$ 460,201.65
(Prime) Maximum Amount for Fixed Fee	\$ 21,005.25
Provisional Overhead Rate	162.50%
Fixed Fee Percentage	10%
Minimum DBE Percentage	16.0%

Georgia Department of Transportation
COST PROPOSAL

Proj. No.:
PI No.: 0017813
Prime: Practical Design Partners, LLC
Date: 1-May-2025

Attachment B
Cost Proposal Summary

Project: SR 279 Realignment
County: Fayette County
Contract Type: Cost Plus Fixed Fee
Fixed Fee %: 10%

Master Contract: contract number
Contract Expiration: 1-Jan-2000
Task Order No: 7

Cost Summary by Firm

Maximum Allowable Compensation ==>		\$ 460,201.65	Maximum Fixed Fee Amounts by Firm	DBE (Yes/No)	DBE Goal >	16.0%
		Estimated Amounts by Firm			Estimated DBE Participation	Estimated DBE %
TOTALS ==>		\$ 460,201.65	\$ 37,237.81		\$ 339,765.13	73.8%
Prime:	Practical Design Partners, LLC	\$ 233,403.06	\$ 21,005.25	Yes	\$ 233,403.06	50.7%
Subs:	Pond & Company	\$ 99,579.49	\$ 8,756.72	No		
	Platinum	\$ 106,362.07	\$ 5,579.92	Yes	\$ 106,362.07	23.1%
	ICF Jones & Stokes, Inc.	\$ 20,857.03	\$ 1,895.92	No		
	ECS	\$ -	\$ -	No		

Georgia Department of Transportation
COST PROPOSAL

Page 273 of 370

Proj. No.:
PI No.: 0017813
Prime: Practical Design Partners, LLC
Date: 1-May-2025

Project: SR 279 Realignment
County: Fayette County
Contract Type: Cost Plus Fixed Fee
Fixed Fee %: 10%

Master Contract: contract number
Contract Expiration: 1-Jan-2000
Task Order No: 7

Cost Summary														
By Phase / Discipline / Firm														
Phase	Phase Description	Total Fee	Practical Design Partners, LLC	Practical Design Partners, LLC	0	Sub Firm Name 4	Pond & Company	Pond & Company	ICF Jones & Stokes, Inc.	Platinum	Sub Firm Name 4	Platinum	ECS	Sub Firm Name 8
			Project Management	Roadway Design	Design Support	Bridge Design & Hydraulics	Traffic Operations	Environmental	Environmental	Survey	Aerial Mapping	Utilities Investigation (SUE)	Geotech	Lighting
	Totals	\$ 460,201.65	\$ 22,317.47	\$ 211,085.59	\$ -	\$ -	\$ 29,363.63	\$ 70,215.86	\$ 20,857.03	\$ 58,947.58	\$ -	\$ 47,414.49	\$ -	\$ -
1	Concept Development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Database Preparation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Environmental Document	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Preliminary Plans	\$ 20,163.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,163.75	\$ -	\$ -	\$ -	\$ -
5	Right of Way Plans	\$ 26,795.62	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,795.62	\$ -	\$ -	\$ -	\$ -
6	Final Plans	\$ 376,642.32	\$ 22,317.47	\$ 199,565.57	\$ -	\$ -	\$ 29,363.63	\$ 47,970.41	\$ 20,857.03	\$ 11,988.21	\$ -	\$ 44,580.00	\$ -	\$ -
7	Construction Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Special Studies	\$ 2,834.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,834.49	\$ -	\$ -
9	Public Involvement	\$ 33,765.47	\$ -	\$ 11,520.02	\$ -	\$ -	\$ -	\$ 22,245.45	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Fixed Fee	\$ 37,237.81	\$ 2,008.27	\$ 18,996.98	\$ -	\$ -	\$ 2,666.16	\$ 6,090.56	\$ 1,895.92	\$ 5,323.92	\$ -	\$ 256.00	\$ -	\$ -
Tab Name>> PW1 Rd1 DS1 Br1 Trf1 Env1 Env2 Srv1 Map1 SUE1 OMT1 Lt1														
DBE (Yes or No)			Yes	Yes			No	No	No	Yes		Yes	No	
DBE Participation		\$ 339,765.13	\$ 22,317.47	\$ 211,085.59	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 58,947.58	\$ -	\$ 47,414.49	\$ -	\$ -
DBE %		73.8%	4.8%	45.9%						12.8%		10.3%		
Contract DBE Goal %		16.0%												

Georgia Department of Transportation
COST PROPOSAL

Page 274 of 370

Proj. No.:

PI No.: 0017813

Prime: Practical Design Partners, LLC

Date: 1-May-2025

Project: SR 279 Realignment

County: Fayette County

Contract Type: Cost Plus Fixed Fee

Fixed Fee %: 10%

Master Contract: contract number

Contract Expiration: 1-Jan-2000

Task Order No: 7

Hours Summary															
By Phase / Firm															
Phase	Phase Description	Total Hours	Practical Design Partners, LLC	Practical Design Partners, LLC	0	Sub Firm Name 4	Pond & Company	Pond & Company	ICF Jones & Stokes, Inc.	Platinum	Sub Firm Name 4	Platinum	ECS	Sub Firm Name 8	
			Project Management	Roadway Design	Design Support	Bridge Design & Hydraulics	Traffic Operations	Environmental	Environmental	Survey	Aerial Mapping	Utilities Investigation (SUE)	Geotech	Lighting	
	Totals	2,347	92	1,146	-	-	139	370	-	580	-	20	-	-	-
1	Concept Development	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2	Database Preparation	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3	Environmental Document	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4	Preliminary Plans	196	-	-	-	-	-	-	-	196	-	-	-	-	-
5	Right of Way Plans	270	-	-	-	-	-	-	-	270	-	-	-	-	-
6	Final Plans	1,705	92	1,088	-	-	139	272	-	114	-	-	-	-	-
7	Construction Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8	Special Studies	20	-	-	-	-	-	-	-	-	-	20	-	-	-
9	Public Involvement	156	-	58	-	-	-	98	-	-	-	-	-	-	-



September 30, 2025

Ian Maxfield
 Practical Design Partners ("Prime Contractor")
 PO Box 3111
 Tucker, GA 30085

RE: 1981-Q SR 279 Realignment – Engineer & Design PI #0017813

Dear Mr. Maxfield,

ICF Jones and Stokes, Inc. (ICF) is submitting the following personnel and direct labor rates in support of the above-referenced contract and applicable Task Orders therein.

ICF's current approved GDOT overhead rate is 202.38% with an FCCM of 0.03%. Below is the requested billable rate table reflecting ICF's certified rates for individuals per job classification.

ICF Jones & Stokes, Inc.					
Employee Name	Current Raw Rate	Audited OH Rate	FCCM	Fixed Fee	Fixed Billable Hourly Rate
		202.38%	0.03%	10.00%	
Sarah Banguilan	\$64.02	\$129.56	\$0.02	\$19.36	\$212.96
Joseph Paul Maggioni	\$56.95	\$115.26	\$0.02	\$17.22	\$189.44
Phillip Quirk	\$54.46	\$110.22	\$0.02	\$16.47	\$181.16
Jakob Rzeszutko	\$43.51	\$88.06	\$0.01	\$13.16	\$144.74
David Birnbaum	\$48.57	\$98.30	\$0.01	\$14.69	\$161.57
Dylan Zedaker	\$39.33	\$79.60	\$0.01	\$11.89	\$130.83
Philip Gilmore	\$50.48	\$102.16	\$0.02	\$15.26	\$167.92
Jean Stoll	\$52.95	\$107.16	\$0.02	\$16.01	\$176.14
Jon Peter Hardie	\$84.45	\$170.91	\$0.03	\$25.54	\$280.92
Noah Schumaker	\$37.24	\$75.37	\$0.01	\$11.26	\$123.88

Prime Contractor hereby agrees to keep ICF Jones & Stokes, Inc. (ICF) fringe, overhead, and total indirect costs, and any payroll information (ICF's Confidential Information) contained in ICF's Proposal concerning the Subject solely for the purposes of responding to the Subject opportunity and administering the resulting award. Except for fulfilling the requirements of the subject effort, Prime Contractor will not disclose ICF's fringe, overhead, total indirect costs, and/or any payroll records, if any, to any third party without the prior written consent of ICF's authorized contracts representative.

The foregoing obligations of confidentiality shall not apply concerning Confidential Information that: (i) is publicly available at the time of disclosure or which thereafter becomes publicly available, through no fault of Recipient, or (ii) was known by or was in the possession of Recipient before receipt of such Confidential Information from ICF, or (iii) was independently developed by Recipient without reference to the Confidential Information of ICF, or (iv) was rightfully disclosed to Recipient by a third party



without restriction.

Furthermore, the above restrictions on the use and disclosure of ICF's Confidential information shall not apply in the case of audits by the Federal Government in connection with this opportunity, or if the release of such Confidential Information is required by order of a court of administrative body and applicable law. However, upon receiving any such order or notice, Prime Contractor shall promptly notify ICF of such order so that ICF can respond accordingly to protect its confidential information. Notification to ICF shall be provided to ICF Jones & Stokes, Inc., Attn: Patricia Toben-Cropper Sr. Manager, Contracts, 1902 Reston Metro Plaza, Reston, VA 20190 USA, with cc to Notices@icf.com.

Prime Contractor shall exercise at least the same standard of care to prevent the disclosure or misuse of ICF's Confidential Information as it exercises to prevent the disclosure or misuse of its own Confidential Information, but in no event shall the Prime Contractor exercise less than reasonable care. Prime Contractor shall limit dissemination of such Confidential Information to those within its organization who need to know such information to fulfill the requirements of the Subject opportunity and who agree to be subject to the restrictions of this Agreement.

Sincerely,

Patricia E. Toben-Cropper

Patricia Toben-Cropper
Senior Manager, Contracts



5039 B U Bowman Drive
Suite 400
Buford, GA 30518
(678) 525-8806

platinumgeomatics.com

September 30, 2025

GDOT
One Georgia Center
600 West Peachtree Street NW
Atlanta, GA 30308

RE: SR 279 Realignment
PI #0017813

To Whom It May Concern:

Platinum Geomatics is submitting the following personnel and direct labor rates in support of the above referenced project.

Last Name	First Name	Classification	Raw Labor Rate/Payroll Rate
Blankinship	Michael	Survey Party Chief	\$42.50
Stringer	Warren	Instrument Man	\$27.00
Reynolds	John	SUE Manager	\$54.00
Armstrong	Thomas	RLS / Chief Surveyor / Manager	\$58.00
Womack III	Taft	Survey Technician	\$44.00

Platinum Geomatics' currently approved GDOT overhead rate is 150.98% with an FCCM of 1.8127%. I certify that the information provided above for each individual is true and accurate.

Sincerely,

Michael E. Martin
President/Founding Partner



3500 Parkway Lane, Suite 500
Peachtree Corners, Georgia 30092

T: 678.336.7740 | F: 678.336.7744
www.pondco.com

September 23, 2025

Mr. Ian Maxfield, PE
Project Manager
Practical Design Partners

**RE: PI 1220278, Fayette Co., SR 279 – Final Phase TO
Certified Payroll Letter**

Dear Mr. Maxfield:

This letter is to certify the current pay rates for Pond personnel proposed to participate on the referenced project.

Employee Name	Title/Position	FY24 Hourly Rate
Stephanie Roberts	Evir Analyst - Manager/Lead	\$79.33
Taylor Jordan	Envir Analyst - Specialist	\$52.52
Alex Darr	Ecology - Manager/Lead	\$67.31
David Heath	Ecology - Specialist	\$36.06
Taylor Jordan	Air - Specialist	\$52.52
Richard Fangman	Traffic - Project Principal	\$103.29
Zach Puckett	Traffic - Project Engineer - Sr	\$93.76
Patrick Mcardle	Traffic - Project Engineer	\$49.25

Pond's most current (2024) audited overhead rate is 191.26%.

Pond's most current (2024) FCCM is 0.392%.

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE FOR EACH INDIVIDUAL IS TRUE AND ACCURATE.

Sincerely,

Glenn Martin
Vice President

3500 Parkway Lane, Suite 500
Peachtree Corners, GA 30092
T 1-678-459-2586 M 706-255-0852
Glenn.Martin@pondco.com

Exhibit A

Engineering and Design – Consultant/Sub-Consultant
Certified Payroll and Qualifications Information

Master Agreement ID: 1981-Q SR 279Task Order #: 7Prime Consultant/Sub-Consultant Legal Name: Practical Design PartnersGDOT Audited Overhead Rate: 162.50%; FCCM: 0.02%

INSTRUCTIONS FOR COMPLETING THIS FORM: List all employees who will be working on the project along with their title, GDOT Labor Classification, verification that the employee meets minimum Labor classification

Employee Name	Official Company Title	GDOT Labor Classification	Meets minimum GDOT Labor classification requirements (see attached)	Education (e.g. AA, BA, MA, DES)	Years' Experience	Professional Registration/Technical Certificate Number (if applicable)	Actual Hourly Payroll Rate
Angela Snyder	President	Project Principal	Yes ☒ No ☐	BS	20	PE 034691	\$93.27
Ian Maxfield	Project Manager	Project Engineer - Sr.	Yes ☒ No ☐	BS	13	PE043369	\$69.71
Carlin Billings	Senior Project Engineer	Project Engineer	Yes ☒ No ☐	BS	8	PE 048230	\$57.69
Tithi Chowdhury	Project Administrator	Administrative	Yes ☒ No ☐	BA	1	N/A	\$31.25

I CERTIFY THAT THE JOB TITLE AND COMPENSATION INFORMATION PROVIDED ABOVE FOR EACH INDIVIDUAL IS TRUE AND ACCURATE.



SIGNATURE

Brad Robinson
NAME (PRINTED)

Vice President
TITLE

9/23/2025
DATE

GDOT reserves the right to request additional information to substantiate information contained on this form. Falsification of information on the Certified Payroll and Qualifications Information form or any documents submitted during negotiations by the Consultant may result in the Department terminating the Master Agreement.

COUNTY AGENDA REQUEST

Page 280 of 370

Department:

Presenter(s):

Meeting Date:

Type of Request: #20

Wording for the Agenda:

Request for staff to submit a Competitive Funding Proposal of up to \$16,000,000 to Georgia Department of Transportation (GDOT) for the design, right-of-way, and construction of two intersection improvements on McDonough Road, with a proposal request of 80% funding (up to \$12,800,000 grant) and a 20% local match (up to \$3,200,000).

Background/History/Details:

This grant application seeks funding under the Transportation Alternatives (TA) & Congestion Mitigation and Air Quality (CMAQ) programs. The applications are due to GDOT by October 31, 2025.

The proposed project is for construction of two roundabouts. The first is at the existing signalized intersection of McDonough Road, McElroy Road, and County Line Road. The second is located near the Building & Grounds driveway on McDonough Road. The second roundabout would become the primary ingress/egress for all county facilities on the north and south side of McDonough Road. Both projects would include pedestrian crosswalks and would be design to accommodate future road widening.

If awarded, the federal-aid is authorized by phase (PE, ROW, and CST). Fayette County's anticipated local match for Preliminary Engineer(PE) is expected to be \$400,000 or less. Money for the local match is available from the 2004 (R-10) or 2017 (17TAG) SPLOSTs. Local match for right-of-way (ROW) and construction (CST) phases may total up to \$2,800,000. To provide this match, additional sources beyond existing SPLOST funds may have to be authorized by the Board of Commissioners.

Additional information on the proposed project is provided as backup.

What action are you seeking from the Board of Commissioners?

Approval for staff to submit a Competitive Funding Proposal of up to \$16,000,000 to Georgia Department of Transportation (GDOT) for the design, right-of-way, and construction of two intersection improvements on McDonough Road, with a proposal request of 80% funding (up to \$12,800,000 grant) and a 20% local match (up to \$3,200,000).

If this item requires funding, please describe:

Local match (up to \$400,000) is available from the 2017 SPLOST (17TAG) or 2004 SPLOST (R-10). Local match for ROW and CST is to be determined

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

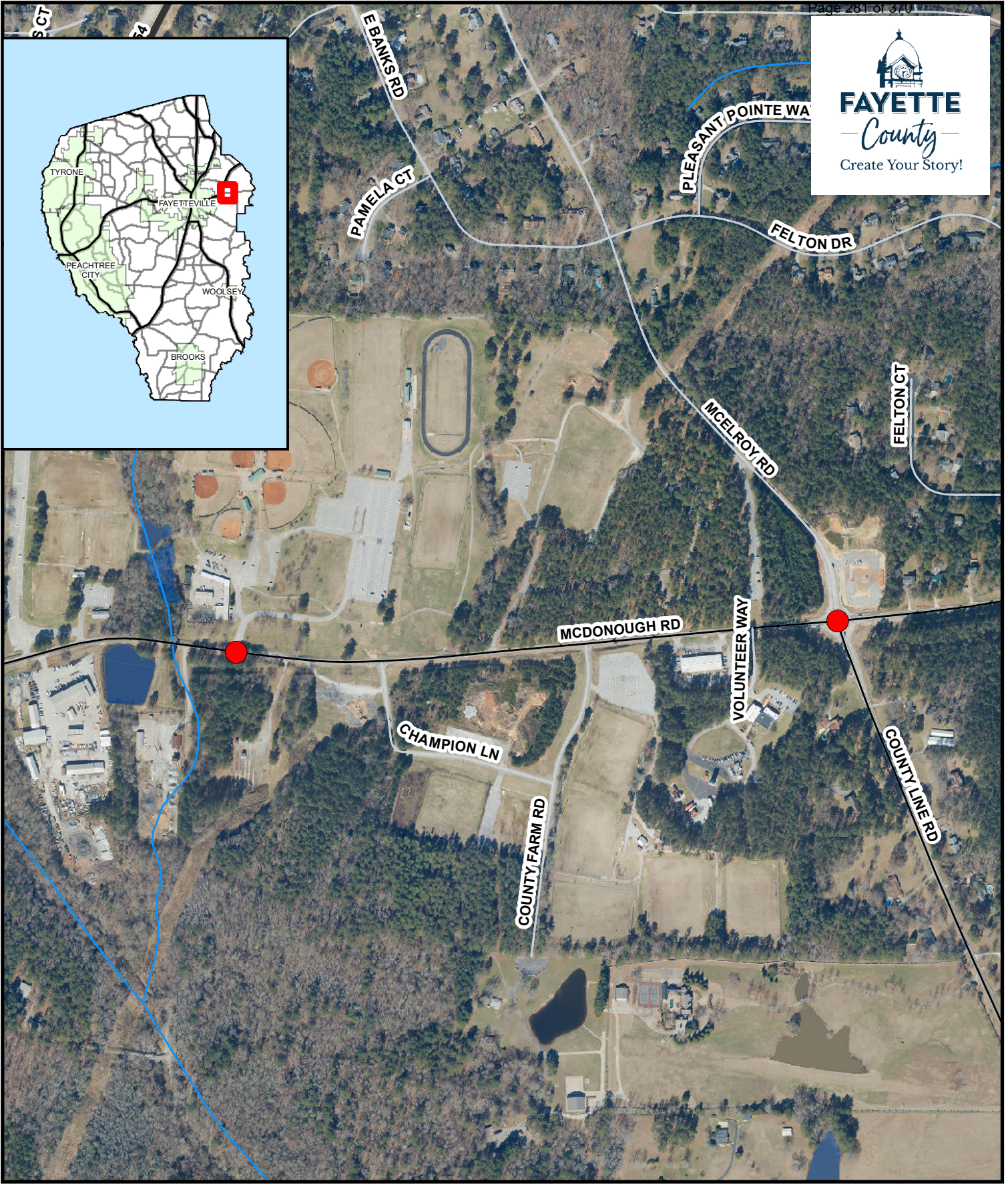
Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



McDonough Rd Intersection Improvement Project



Project Location

McDonough Road Safety and Operational Improvements @ Two Intersections



Competitive Funding Proposal – TA & CMAQ

Programs: Transportation Alternatives (TA) & Congestion Mitigation and Air Quality (CMAQ)

Administered by: GDOT

Application Timeline

Opens: September 15, 2025

Closes: October 31, 2025

Review: November 1 – December 31, 2025

Evaluation: January 1 – March 31, 2026

Awards Announced: Spring 2026

Eligible Projects

TA Areas:

- Pedestrian & bicycle facilities
- Pedestrian streetscaping
- Safe Routes to School
- Roundabouts/intersection improvements
- Traffic signals/engineering
- Intelligent transportation systems
- Other congestion & emissions reduction projects

CMAQ Areas (plus TA types):

Projects may be in Preliminary Engineering (PE), Right-of-Way (ROW), or Construction (CST) phases.

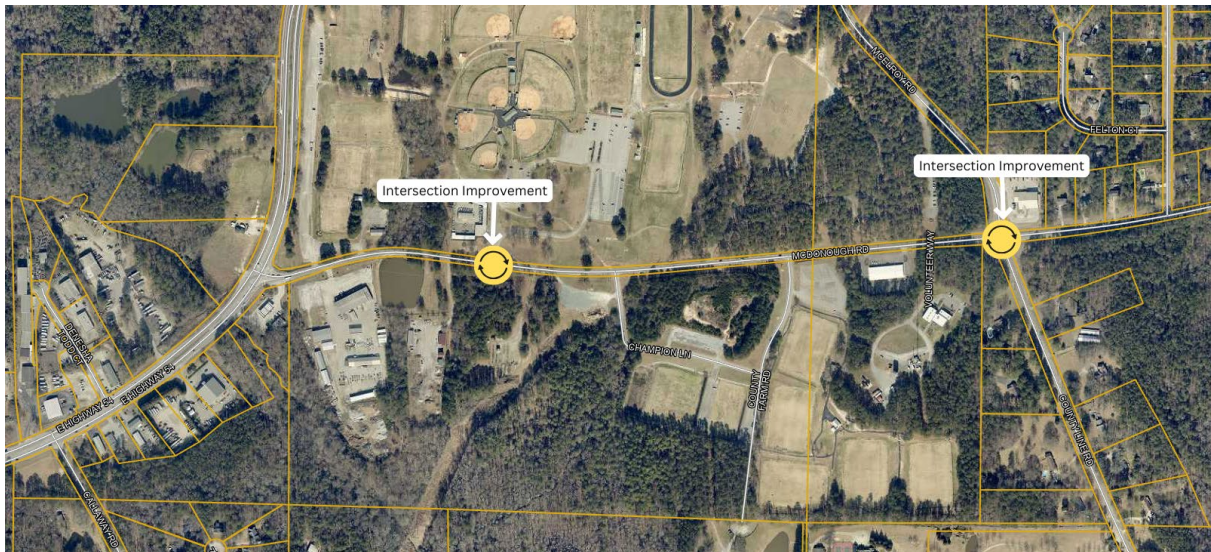
Funding & Local Match

- Required Local Match: 20% minimum
- The level of local match will be considered in project evaluation. Projects that demonstrate strong local financial support will yield a higher return on investment. The greater the local match, the more competitive the project becomes.

Key Outcomes

- Supports projects that improve congestion mitigation, emissions reduction, safety, mobility, and air quality.

McDonough Road Safety and Operational Improvements at Two Intersections



- Project Name:** McDonough Road Safety and Operational Improvements at Two Intersections
- Project Termini:** Western Intersection at 146 McDonough Road
Eastern Intersection at McDonough Rd and McLeroy Road/County Line Rd
- Project Description:** Construction of two roundabouts along McDonough Road. The roundabouts would be approximately 2,700 feet apart and designed, if supported by traffic data and analysis, for future widening of McDonough Road from two to four lanes.
- The western intersection would be the primary ingress/egress for McCurry Park North, McCurry Park South, the Fayette County Building and Grounds Department (located on north side of road), and the Public Works, Road, Fleet Maintenance, and Water System offices (all located on the south side of McDonough Road).
- The eastern intersection would be an upgrade to the existing traffic signal controlling the intersection of McDonough Road, County Line Road, and McElroy Road.

Project Scope to include:

- Intersection Control Evaluation of two existing intersections along McDonough Road and development of a GDOT-approved Concept Report.
- Development of preliminary plans, the environmental footprint, right-of-way plans, final design, etc. The PE phase will be completed in compliance with the GDOT PDP.
- Right-of-Way acquisition.
- Utility coordination and relocation.
- Construction of intersection improvements at both locations.

Assumptions

- For planning and budgeting purposes Fayette County is anticipating a multilane roundabout at both locations.
- The project includes pedestrian accommodations and crosswalks at both locations. Currently there are no crosswalks connecting the north park to the south park.

- As an independent project, Fayette County is providing additional path connections between the two intersections on both the north and south side of the road. This work shall be complete prior to letting the intersection project for construction.
- Fayette County will also provide an internal frontage road connecting the Public Works/Fleet/Road building, the GDOT Maintenance Yard, McCurry Park South fields and parking lots, and the Water System building. The frontage road can be constructed entirely on existing County property. With completion of the intersection project, several left-hand turning movements can be eliminated from this section of McDonough Road.
- The intersections will be designed and constructed to accommodate a future widening of McDonough Road.

Phase	Local Share (20%)	Federal Share (80%)	Total Project Cost
PE	\$640,000	\$2,560,000	\$3,200,000
ROW	\$23,400	\$93,600	\$117,000
CST	\$2,040,000	\$8,160,000	\$10,200,000
Total	\$2,703,400	\$10,813,600	\$13,517,000

Proposed Funding Sources: 2004 SPLOST and 2017 SPLOST or a future CIP/SPLOST

Project Benefits and Challenges

1. The project provides safety and operational improvements to Fayette County's No. 1 crash hotspot in the County (McDonough/McElroy/County Line). The intersection has experienced 75 crashes in a 5-year period, doubling the number of crashes at the second highest location.
2. The project can facilitate the future widening of McDonough Road by breaking the capacity effort up into discrete tasks.
3. McDonough Road is on the County's High Injury Network, per our 2025 Safe Streets 4 All Safety Action Plan. This project will help with traffic calming, congestion, turning movements, and potential pedestrian/bike conflicts.
4. All the required right-of-way for the western intersection, and more than half for the eastern intersection is from land owned by Fayette County.
5. The western intersection would be a significant safety improvement for the movement of heavy equipment and materials to and from the Road Department, Fleet Maintenance and Building & Grounds.
6. The project is supported by previous planning studies and SPLOST referendums, including the current 2019 Comprehensive Transportation Plan and the 2025 Safety Action Plan (2004 SPLOST R-10, 2019 CTP FTP-170).
7. The project presents some design and construction challenges including potential 4(f) designation for a portion of McCurry Park and relocation of utilities supporting 911.

COUNTY AGENDA REQUEST

Page 286 of 370

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to award Bid #26045-B Hot-In-Place Asphalt Recycling to Gallagher Asphalt Co, Inc. in the amount of \$328,405.00.

Background/History/Details:

Contractor is to Hot-In-Place Recycling (HIR) of 4.02 miles of existing asphalt in the Chanticleer Subdivision and 0.39 miles of County Line Court.

Chanticleer Subdivision is a large 4.02 mile subdivision with 13 roads. This subdivision has lots of asphalt cracking but very limited pavement structural failures. Once the existing asphalt has been recycled in-place a final driving surface of micro surfacing will be placed on top. The total cost of this process (HIR and Micro) per FY26 bids is \$11.95 per SY or \$168,256 per mile.

Traditional repair process of repairing a road with these issues has been to mill (remove) the existing asphalt and install a new asphalt surface course. Using FY25 contractor bid numbers, repairing this subdivision by this method would be estimated at \$20.78 per SY or \$292,600 per mile.

What action are you seeking from the Board of Commissioners?

Approval to award Bid #26045-B Hot-In-Place Asphalt Recycling to Gallagher Asphalt Co, Inc. in the amount of \$328,405.00.

If this item requires funding, please describe:

There is funding available in the Road Department's SPLOST (32740220 541210 T23AA) and Road Department's Technical Service (10040220-521316) accounts to fund this project.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



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

To: Steve Rapson

Through: Ted L. Burgess *TJB*

From: Sherry White *SW*

Date: October 23, 2025

Subject: Contract #26045-B Hot-in-Place Asphalt Recycling

The Purchasing Department issued Invitation to Bid #26045-B to secure a contractor to provide Hot In Place asphalt recycling to various county roads. Notice of the opportunity was emailed to 89 companies. Another 297 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code #91395(Paving and Resurfacing, Highway and Road) and #91396 (Paving and Resurfacing, Streets, Major and Residential). The offer was also advertised through Fayette News, and Georgia Local Government Access Marketplace.

One company submitted a bid (Attachment 1). The HIP process is new in Georgia therefore no local companies offer the service. Georgia Department of Transportation (GDOT) standards are being reviewed to cast a wider net of competing companies.

The Road Department recommends Gallagher Asphalt Corporation. A Contractor Performance Evaluation is attached.

Specifics of the proposed contract are as follows:

Contract Name	26045-B Hot-in-Place Asphalt Recycling
Contractor	Gallagher Asphalt Corporation
Not-to-exceed amount	\$328,405.00

Budget:

Fund	100	General fund	327	2023SPLOST
Org Code	40220	Rd Dept	40220	Rd Dept
Object	521316	Tech Serv.	541210	Other Imp.
Project	N/A		T23AA	Road Maintenance
Contract Amt.	\$250,000		\$78,405.00	
Available	\$1,822,549.63		\$3,500,000.00	as of 10/13/2025

ITB 26045-B Hot-in-Place Asphalt Recycling
Tally Sheet
 Tuesday, October 7, 2025

			Gallagher Asphalt Corporation	
Description	Estimated Quantity	Unit of Measurement	Unit Price	Extended Price
HIR	59,710	SY	\$5.50	\$328,405.00

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

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

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Gallagher Asphalt Corporation	Contract Number: 2424-B
Mailing Address: 18100 South Indiana Avenue	Contract Description or Title: HIP and Microsurfacing 2024
City, St, Zip Code: Thornton, IL 60476	Contract Term (Dates) From: 7/12/2024 – 7/30/2025
Phone Number: 708-877-7160	Task Order Number:
Cell Number: 860-550-4813	Other Reference: ITB 26045-B Hot-in-Place Asphalt Recycling
E-Mail Address: jdanello@gallagherasphalt.com	

DEFINITIONS

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

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

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

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

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

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

EVALUATED BY

Signature: <i>Steven L. Hoffman</i>	Date of Evaluation: <i>10/13/2025</i>
Print Name: <i>Steven L. Hoffman</i>	Department/Division: <i>Road</i>
Title: <i>Director</i>	Telephone No: <i>770-320-6012</i>

COUNTY AGENDA REQUEST

Page 290 of 370

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to award Bid #26042-B Micro Surfacing to Asphalt Paving Systems, Inc. in the amount of \$899,475.00.

Background/History/Details:

Micro Surfacing is a GDOT approved pavement preservation treatment consisting of a mixture of polymer modified asphalt emulsion, mineral filler, water and other additives, properly proportioned, mixed and spread on a paved surface. Roads that have the following distresses are good candidates for this treatment: starting to crack due to age and/or weather (not load associated), starting to ravel, good profile, no base issues and no water issues.

The following roads and subdivisions will be treated under this contract:

- | | |
|-------------------------------------|---|
| 1.) Oak Hill Drive (0.47 miles) | 9.) Flat Creek Court (0.33 miles) |
| 2.) Green Valley (0.22 miles) | 10.) Chanticleer Subdivision (4.02 miles) |
| 3.) Pinetree Drive (0.20 miles) | TOTALS - 7.34 miles |
| 4.) Plantation Drive (.46 miles) | |
| 5.) County Lane Drive (0..22 miles) | |
| 6.) Cedar Trail (0.57 miles) | |
| 7.) Price Road (0.45 miles) | |
| 8.) Melody Lane (0.40 miles) | |

What action are you seeking from the Board of Commissioners?

Approval to award Bid #26042-B Micro Surfacing to Asphalt Paving Systems, Inc. in the amount of \$899,475.00.

If this item requires funding, please describe:

There is funding available in the Road Department's M&O account for this project.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



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

To: Steve Rapson

Through: Ted L. Burgess *TJB*

From: Sherry White *SW*

Date: October 23, 2025

Subject: Contract 26042-B MicroSurfacing

The Purchasing Department issued Invitation to Bid #26042-B to secure a contractor to apply Micro Surfacing to various county roads. Notice of the opportunity was emailed to 98 companies. Another 267 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code #91395(Paving and Resurfacing, Highway and Road) and #91396 (Paving and Resurfacing, Streets, Major and Residential). The offer was also advertised through Fayette News, Georgia Local Government Access Marketplace, and the county website.

One company submitted a bid (Attachment 1).

This is the same contractor who submitted the only bid seven previous times the county solicited for Micro Surfacing. The Road Department recommends Asphalt Paving Systems Inc. A Contractor Performance Evaluations is attached (Attachment 2).

Specifics of the proposed contract are as follows:

Contract Name	26042-B MicroSurfacing
Contractor	Asphalt Paving Systems, Inc.
Not-to-exceed amount	\$899,475.00

Budget:

Fund	100	General fund
Org Code	40220	Road Department
Object	521316	Technical Services
Project	n/a	
Available	\$1,822,549.63	as of 10/14/2025

ITB 26042-B MicroSurfacing
Tally Sheet
Tuesday, October 7, 2025

			Asphalt Paving Systems, Inc.	
DESCRIPTION	EST QTY	UNIT	UNIT PRICE	EXTENDED PRICE
TRAFFIC CONTROL AND MOBILIZATION	1	LS	\$70,000.00	\$70,000.00
SURFACE TREATMENT	40,000	SY	\$5.50	\$220,000.00
eFLEX MICRO SURFACING	100,000	SY	\$5.75	\$575,000.00
CRACK SEALING	3.5	MI	\$9,850.00	\$34,475.00
TOTAL PROJECT PRICE				\$899,475.00

Attachment 2

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION		Page 1			
1. Use this form to record contractor performance for any contract of \$50,000 or above. 2. The person who serves as project manager or account manager is the designated party to complete the evaluation. 3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.					
VENDOR INFORMATION		COMPLETE ALL APPLICABLE INFORMATION			
Company Name: ATLANTA PAVING SYSTEMS	Contract Number: #2312-B				
Mailing Address: 6789 HIGHWAY 67	Contract Description or Title: MICRO SURFACING				
City, St, Zip Code: BROOKLET, GA 30415	Contract Term (Dates) From: 01/10/2024 – 7/30/2024				
Phone Number: 912-800-3980	Task Order Number: n/a				
Cell Number:	Other Reference: #2492-B Micro Surfacing				
E-Mail Address: DSAPP.APS@GMAIL.COM					
DEFINITIONS					
OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.					
EXCELLENT (Exc) – Vendor exceeded minimum contractual requirements or performance expectations of the products/services.					
SATISFACTORY (Sat) – Vendor met minimum contractual requirements or performance expectations of the products/services.					
UNSATISFACTORY (UnSat) – Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements					
EVALUATIONS (Place "X" in appropriate box for each criterion.)					
Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule		X			
2. Condition of delivered products			X		
3. Quality of work			X		
4. Adherence to specifications or scope of work		X			
5. Timely, appropriate, & satisfactory problem or complaint resolution		X			
6. Timeliness and accuracy of invoicing		X			
7. Working relationship / interfacing with county staff and citizens		X			
8. Service Call (On-Call) response time					X
9. Adherence to contract budget and schedule		X			
10. Other (specify):					X
11. Overall evaluation of contractor performance		X			
EVALUATED BY					
Signature: <i>Ry Klinger</i>	Date of Evaluation: 11/19/24				
Print Name: <i>Brodley Klinger</i>	Department/Division: <i>ROAD</i>				
Title: <i>Asst. Director</i>	Telephone No: <i>6039</i>				

COUNTY AGENDA REQUEST

Page 294 of 370

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration to accept Georgia Power's offer to purchase six permanent easements from Fayette County for construction of GA Power's Ashley Park - Creola 230 kV Transmission Line.

Background/History/Details:

Georgia Power has a combined offer of \$71,250 for the acquisition of 2.51 acres of permanent easements over six Fayette County parcels. The six individual offer packages are attached, along with a summary table.

Staff worked with GA Power over the past year to eliminate transmission line conflicts with existing transportation projects and reduce/minimize the risk of conflict with future transportation projects.

What action are you seeking from the Board of Commissioners?

Approval to accept Georgia Power's offer to purchase six permanent easements from Fayette County for construction of GA Power's Ashley Park - Creola 230 kV Transmission Line.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

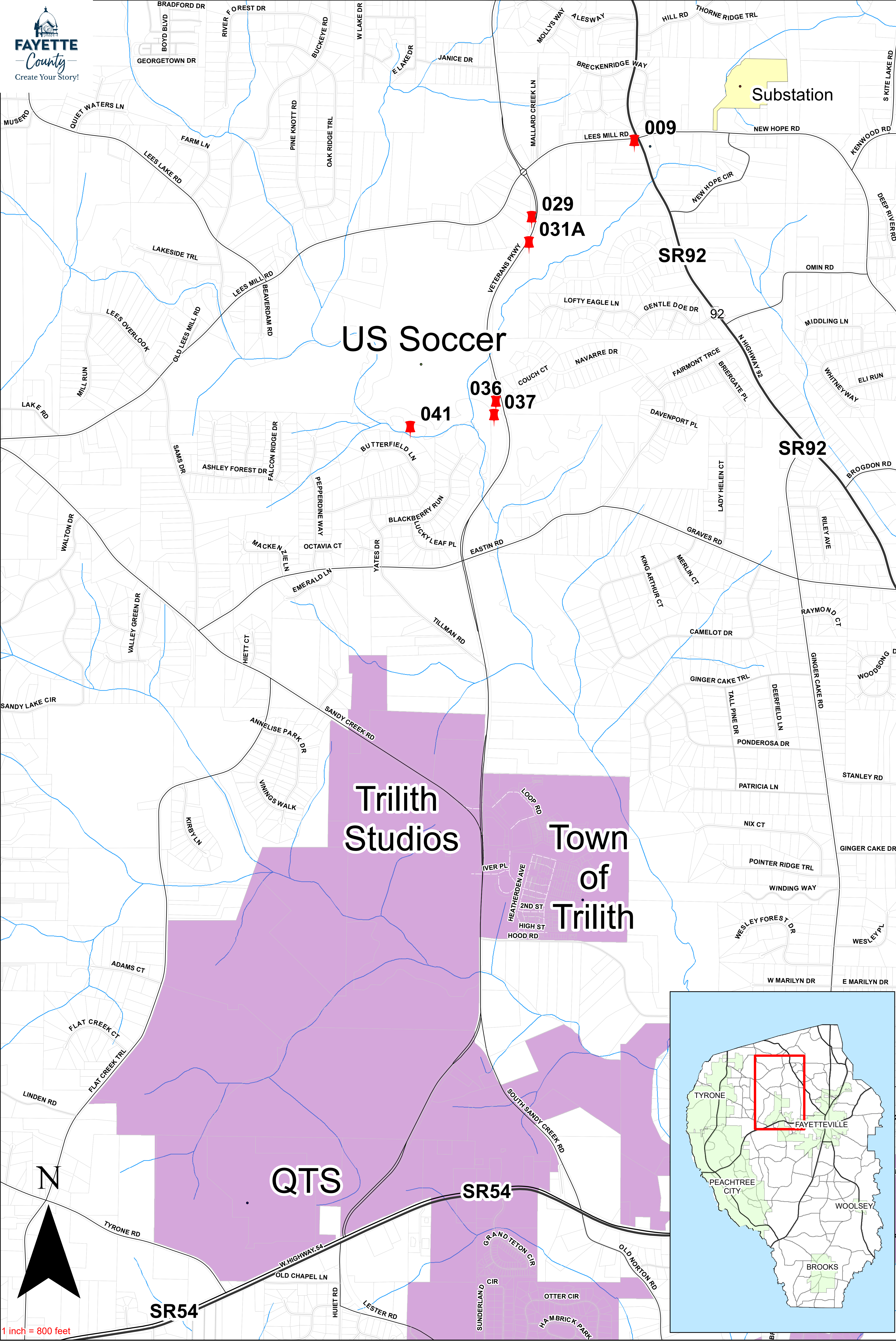
Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Approximate Parcel Locations for Georgia Power Easements



Summary Table**GA Power Easements from Fayette County****Ashley Park - Creola Transmission Line**

10/17/2025

Parcel (#)	Parcel Area (Acres)	Easement Area (Acres)	Value (\$/Acre)	Offer (\$)
9	0.36	0.04	\$95,000	\$3,610.00
29	0.36	0.34	\$29,500	\$10,620.00
31A	0.03	0.03	\$70,000	\$2,100.00
36	2.2	1.50	\$30,000	\$40,500.00
37	8.3	0.29	\$30,000	\$8,000.00
41	9.18	<u>0.31</u>	\$23,000	<u>\$6,420.00</u>
Sum		2.51		\$71,250.00

Easement Rights Factors vary between 90 and 100%, depending on ratio of easement to parcel.



10 Lake Park Drive
Sharpsburg, GA 30277

January 10, 2025

Fayette County Commissioners
c/o Steve Rapson
140 Stonewall Ave W. #100
Fayetteville, GA 30214

RE: Georgia Power Company Project #2023050117 - Parcel 009
Project Name: Ashley Park - Creola (QTS) 230 kV Transmission Line
Site Address: Lees Mill Road, Fayetteville, GA 30214
Record Property Owner: Fayette County Commissioners

Dear Mr. Rapson,

Georgia Power needs to purchase an easement across your property for the Project referenced above. I've enclosed a map that shows the location of Georgia Power's proposed transmission line through your property and a copy of the company's standard transmission line easement document that describes the property rights we are seeking to purchase from you (the "**Easement**").

Georgia Power has evaluated the value of the easement area and based on that evaluation, is offering \$3,610.00 upon receipt of the Easement that has been signed by TWO authorizing individuals of Fayette County Commissioners and properly witnessed and notarized where indicated. Please note that the witness and notary public must be two different individuals.

Your property's evaluation is based on the following:

a. Total Acreage of Property	0.36 acres
b. Easement Area	0.04 acres
c. Price Per Acre	\$95,000.00
d. Easement Rights Factor	95%
Total Assessed Value	<u>\$3,610.00</u>

I am available to meet in person to review the documents and discuss the project if needed. I will continue to be available to answer any questions you may have regarding the Project, the transmission line, the Easement, or this proposal. If you have questions, please don't hesitate to call me at 678-378-5559 or email me at drhurleb@southernco.com.

Best regards,

A handwritten signature in blue ink, appearing to read "D. Hurlebaus", written over a horizontal line.

Dale R. Hurlebaus
Senior Land Agent
Georgia Power Company

Enclosures: Easement, Map

After recording, return to:
 Georgia Power Company
 Attn: Land Acquisition (Recording)
 241 Ralph McGill Blvd NE
 Bin 10151
 Atlanta, GA 30308-3374

 PROJECT 2023050117 LETTER FILE DEED FILE MAP FILE
 ACCOUNT NUMBER 11059734-GPC9596-VBS-12.02.01
 NAME OF LINE/PROJECT: ASHLEY PARK - CREOLA 230 KV TRANSMISSION LINE
 PARCEL NUMBER 009

STATE OF GEORGIA
 FAYETTE COUNTY

E A S E M E N T

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, FAYETTE COUNTY, GEORGIA, a political subdivision of the State of Georgia (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is **140 Stonewall Ave. W., Suite 100, Fayetteville, GA 30214-1904**, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to go in, upon, along, across, under and through the Property (as defined below) for the purposes described herein.

The "Property" is defined as that certain tract of land owned by the Undersigned at LEES MILL ROAD, FAYETTEVILLE, GEORGIA 30214 (Tax Parcel ID No. 0548 041) in Land Lot 225 of the 5TH District of Fayette County, Georgia.

The "Easement Area" is defined as the portion of the Property more particularly shown on "Exhibit A" attached hereto and made a part hereof.

The rights granted herein include and embrace the right of the Company to construct, operate, maintain, repair, renew and rebuild overhead and underground electric transmission, distribution and communication lines, towers, frames, poles, wires, manholes, conduits, anchors, guy wires, fixtures, appliances, and protective wires and devices in connection therewith (all being hereinafter referred to collectively as the "Facilities") upon or under the Easement Area; the right of the Company to grant or permit the exercise of the same rights, either in whole or in part, to others; the right of ingress and egress over the Property to and from the Easement Area; the right to cut away and keep clear, remove and dispose of all trees and undergrowth and to remove and dispose of all obstructions now on the Easement Area or that may hereafter be placed on the Easement Area by the Undersigned or any other person.

PARCEL 009

NAME OF
LINE/PROJECT:

ASHLEY PARK - CREOLA 230 KV TRANSMISSION LINE

Further, the Company shall have the right to cut, remove and dispose of dead, diseased, weak or leaning trees (collectively, "Danger Trees") on the Property adjacent to the Easement Area which may now or hereafter strike, injure, endanger or interfere with the maintenance and operation of any of the Facilities located on the Easement Area, provided that on future cutting of such Danger Trees the Company shall pay to the Undersigned the fair market value of the merchantable timber so cut, timber so cut to become the property of the Company. The Undersigned shall notify the Company of any party with whom it contracts, and who owns as a result thereof, any Danger Trees to be cut as set forth above. The Company shall also have, and is hereby granted, the right to install, maintain and use anchors and/or guy wires on the Property adjacent to the Easement Area and the right, when required by law or government regulations, to conduct scientific or other studies, including but not limited to environmental and archaeological studies, on or below the ground surface of the Easement Area.

The Company shall pay or tender to the Undersigned or owner thereof a fair market value for any growing crops, fruit trees or fences cut, damaged or destroyed on the Easement Area by employees of the Company and its agents in the construction, reconstruction, operation, maintenance and repair of the Facilities, except those crops, fruit trees and fences which are an obstruction to the use of the Easement Area as herein provided or which interfere with or may be likely to interfere with or endanger the proper maintenance and operation of the Facilities, provided the Undersigned shall give the Company written notice of the alleged damage within thirty (30) days after the alleged damage shall have been done. The Undersigned shall notify the Company of any party with whom the Undersigned contracts and who owns, as a result thereof, any growing crops, fruit trees or fences, and the Undersigned shall inform said party of the notification provision set forth herein. Any growing crops, fruit trees or fences so cut or damaged on the Easement Area in the construction, operation, maintenance and repair of the Facilities are to remain the property of the owner thereof.

It is agreed that part of the within named consideration is in full payment for all timber cut or to be cut in the initial clearing and construction of the Facilities and that timber so cut is to become the property of the Company. The Undersigned will notify the Company in the event the Undersigned has contracted with another party who owns as a result thereof the timber to be so cut.

The Undersigned has the right to use the Easement Area for agricultural or any other purposes not inconsistent with the rights hereby granted, provided such use shall not injure or interfere with the proper operation, maintenance, repair, extensions or additions to the Facilities, and provided further that no buildings or structures other than fences (which shall not exceed eight (8) feet in height and shall neither obstruct nor otherwise interfere with any of the rights granted to the Company hereby) may be erected upon the Easement Area.

Without limiting the foregoing, the Undersigned specifically retains and reserves the right to use the Easement Area for construction, maintenance, and operation of a multi-use path for use by the general public for walking, jogging, cycling, skating, and other non-motorized recreational uses generally associated with public multi-use paths (the "Path"); provided, however, that the Path shall not injure, interfere with, or endanger the proper operation, maintenance, repair, extensions or additions to the Facilities.

PARCEL 009NAME OF
LINE/PROJECT:ASHLEY PARK - CREOLA 230 KV TRANSMISSION LINE

The Undersigned expressly grants to the Company the right to take any action, whether at law or in equity, and whether by injunction, ejectment or other means, to prevent the construction, or after erection thereof to cause the removal, of any building or other unauthorized structure(s) located on the Easement Area (other than the Path and fences as provided for herein), regardless of whether the offending party is the Undersigned or not. The Undersigned will notify the Company in the event the Undersigned contracts with a third party who owns, as a result thereof, any buildings or other such structures. The Undersigned acknowledges and agrees that said rights are necessary for the safe and proper exercise and use of the rights, privileges, easements, and interests herein granted to the Company.

The Company shall not be liable for or bound by any statement, agreement or understanding not expressed herein.

TO HAVE AND TO HOLD forever unto the Company, its successors and assigns the rights, privileges, easements, powers, and interests granted herein, which shall be a covenant running with the title to the Easement Area.

The Undersigned warrants and will forever defend the title to the rights, privileges, easements and interests granted herein to the Company against the claims of all persons whomsoever.

[Signature(s) on Following Page(s)]

PARCEL 009 NAME OF ASHLEY PARK - CREOLA 230 KV TRANSMISSION LINE
 LINE/PROJECT:

IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their
hand(s) and seal(s), thisday of October, 2025.

Signed, sealed and delivered in the
presence of:

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

Witness

By: (SEAL)
Name:
Title:

Notary Public

Attest: (SEAL)
Name:
Title:

[CORPORATE SEAL]

EXHIBIT A

Depiction of Easement Area (Parcel 009)

COORDINATE DATUM: NAD83(2011), GEORGIA STATE PLANE WEST ZONE

1 OF 1

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 225, 5th District, Fayette County, Georgia and being more particularly described as follows:

Commencing at a point having State Plane Coordinates [West Zone] NAD83(2011) of North 1277128.86 and East 2195245.83 on the Southern Right-of-Way Lees Mill Road (80' R/W) which is also the Point of Beginning, Thence along road Right-of-Way run North 85 Degrees 54 Minutes 41 Seconds East a distance of 100.25 feet to a point at the intersection of Lees Mills Road (80' R/W) and State Hwy 92 (R/W Varies), thence along the Right-of-Way of State Hwy 92 run South 26 Degrees 06 Minutes 54 Seconds East a distance of 0.55 feet to a point, thence leaving said Right-of-Way run South 68 Degrees 03 Minutes 25 seconds West a distance of 96.17 feet to a point, thence run South 85 Degrees 54 Minutes 41 Seconds West a distance of 8.97 feet to a point on the common property of Fayette County Commissioners and Helen Jean Burgess, thence along common property line run North 03 Degrees 58 Minutes 54 Seconds West a distance of 30.00 feet to a point on the Right-of-Way of Lees Mills Road said point being the Point of Beginning; said tract containing 0.04 acres, more or less, all as shown on Georgia Power Company – Land Engineering Department Drawing titled Ashley Park-Creola 230kV Transmission line Crossing the Property of Fayette County Commissioners dated November 25, 2024



10 Lake Park Drive
Sharpsburg, GA 30277

January 10, 2025

Fayette County, Georgia
c/o Steve Rapson
140 Stonewall Ave W. #100
Fayetteville, GA 30214

RE: Georgia Power Company Project #2023050117 - Parcel 029
Project Name: Ashley Park - Creola (QTS) 230 kV Transmission Line
Site Address: Veterans Parkway, Fayetteville, GA 30214
Record Property Owner: Fayette County, Georgia

Dear Mr. Rapson,

Georgia Power needs to purchase an easement across your property for the Project referenced above. I've enclosed a map that shows the location of Georgia Power's proposed transmission line through your property and a copy of the company's standard transmission line easement document that describes the property rights we are seeking to purchase from you (the "Easement").

Georgia Power has evaluated the value of the easement area and based on that evaluation, is offering \$10,620.00 upon receipt of the Easement that has been signed by TWO authorizing individuals of **Fayette County, Georgia** and properly witnessed and notarized where indicated. Please note that the witness and notary public must be two different individuals.

Your property's evaluation is based on the following:

a. Total Acreage of Property	0.36 acres
b. Easement Area	0.34 acres
c. Price Per Acre	\$29,500.00
d. Easement Rights Factor	95%
e. Subtotal	<u>\$9,500.00</u> (rounded)
f. Value Of Remainder	\$1,120.00
Total Assessed Value	<u>\$10,620.00</u>

I am available to meet in person to review the documents and discuss the project if needed. I will continue to be available to answer any questions you may have regarding the Project, the transmission line, the Easement, or this proposal. If you have questions, please don't hesitate to call me at 678-378-5559 or email me at drhurleb@southernco.com.

Best regards,


Dale R. Hurlebaus
Senior Land Agent
Georgia Power Company

Enclosures: Easement, Map, W9, Payment Request Form

After recording, return to:
 Georgia Power Company
 Attn: Land Acquisition (Recording)
 241 Ralph McGill Blvd NE
 Bin 10151
 Atlanta, GA 30308-3374

 PROJECT 2023050117 LETTER FILE DEED FILE MAP FILE
 ACCOUNT NUMBER 11059734-GPC9596-VBS-12.02.01
 NAME OF LINE/PROJECT: ASHLEY PARK - CREOLA 230 KV TRANSMISSION LINE
 PARCEL NUMBER 029

STATE OF GEORGIA
 FAYETT COUNTY

E A S E M E N T

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, FAYETTE COUNTY, GEORGIA, a political subdivision of the State of Georgia (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is 140 Stonewall Ave. W., Suite 100, Fayetteville, GA 30214-1904, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to go in, upon, along, across, under and through the Property (as defined below) for the purposes described herein.

The "Property" is defined as that certain tract of land owned by the Undersigned at 0.426 ACRES OFF VETERANS PARKWAY, FAYETTEVILLE, GA 30214 (Tax Parcel ID No. 0548 141) in Land Lot 225 of the 5th District of Fayette County, Georgia.

The "Easement Area" is defined as the portion of the Property more particularly shown on "Exhibit A" attached hereto and made a part hereof.

The rights granted herein include and embrace the right of the Company to construct, operate, maintain, repair, renew and rebuild overhead and underground electric transmission, distribution and communication lines, towers, frames, poles, wires, manholes, conduits, anchors, guy wires, fixtures, appliances, and protective wires and devices in connection therewith (all being hereinafter referred to collectively as the "Facilities") upon or under the Easement Area; the right of the Company to grant or permit the exercise of the same rights, either in whole or in part, to others; the right of ingress and egress over the Property to and from the Easement Area; the right to cut away and keep clear, remove and dispose of all trees and undergrowth and to remove and dispose of all obstructions now on the Easement Area or that may hereafter be placed on the Easement Area by the Undersigned or any other person.

 PARCEL 029

 NAME OF
 LINE/PROJECT:

 ASHLEY PARK - CREOLA 230 KV TRANSMISSION LINE

Further, the Company shall have the right to cut, remove and dispose of dead, diseased, weak or leaning trees (collectively, "Danger Trees") on the Property adjacent to the Easement Area which may now or hereafter strike, injure, endanger or interfere with the maintenance and operation of any of the Facilities located on the Easement Area, provided that on future cutting of such Danger Trees the Company shall pay to the Undersigned the fair market value of the merchantable timber so cut, timber so cut to become the property of the Company. The Undersigned shall notify the Company of any party with whom it contracts, and who owns as a result thereof, any Danger Trees to be cut as set forth above. The Company shall also have, and is hereby granted, the right to install, maintain and use anchors and/or guy wires on the Property adjacent to the Easement Area and the right, when required by law or government regulations, to conduct scientific or other studies, including but not limited to environmental and archaeological studies, on or below the ground surface of the Easement Area.

The Company shall pay or tender to the Undersigned or owner thereof a fair market value for any growing crops, fruit trees or fences cut, damaged or destroyed on the Easement Area by employees of the Company and its agents in the construction, reconstruction, operation, maintenance and repair of the Facilities, except those crops, fruit trees and fences which are an obstruction to the use of the Easement Area as herein provided or which interfere with or may be likely to interfere with or endanger the proper maintenance and operation of the Facilities, provided the Undersigned shall give the Company written notice of the alleged damage within thirty (30) days after the alleged damage shall have been done. The Undersigned shall notify the Company of any party with whom the Undersigned contracts and who owns, as a result thereof, any growing crops, fruit trees or fences, and the Undersigned shall inform said party of the notification provision set forth herein. Any growing crops, fruit trees or fences so cut or damaged on the Easement Area in the construction, operation, maintenance and repair of the Facilities are to remain the property of the owner thereof.

It is agreed that part of the within named consideration is in full payment for all timber cut or to be cut in the initial clearing and construction of the Facilities and that timber so cut is to become the property of the Company. The Undersigned will notify the Company in the event the Undersigned has contracted with another party who owns as a result thereof the timber to be so cut.

The Undersigned has the right to use the Easement Area for agricultural or any other purposes not inconsistent with the rights hereby granted, provided such use shall not injure or interfere with the proper operation, maintenance, repair, extensions or additions to the Facilities, and provided further that no buildings or structures other than fences (which shall not exceed eight (8) feet in height and shall neither obstruct nor otherwise interfere with any of the rights granted to the Company hereby) may be erected upon the Easement Area.

Without limiting the foregoing, the Undersigned specifically retains and reserves the right to use the Easement Area for construction, maintenance, and operation of a multi-use path for use by the general public for walking, jogging, cycling, skating, and other non-motorized recreational uses generally associated with public multi-use paths (the "Path"); provided, however, that the Path shall not injure, interfere with, or endanger the proper operation, maintenance, repair, extensions or additions to the Facilities.

PARCEL 029 NAME OF ASHLEY PARK - CREOLA 230 KV TRANSMISSION LINE
LINE/PROJECT:

The Undersigned expressly grants to the Company the right to take any action, whether at law or in equity, and whether by injunction, ejectment or other means, to prevent the construction, or after erection thereof to cause the removal, of any building or other unauthorized structure(s) located on the Easement Area (other than the Path and fences as provided for herein), regardless of whether the offending party is the Undersigned or not. The Undersigned will notify the Company in the event the Undersigned contracts with a third party who owns, as a result thereof, any buildings or other such structures. The Undersigned acknowledges and agrees that said rights are necessary for the safe and proper exercise and use of the rights, privileges, easements, and interests herein granted to the Company.

The Company shall not be liable for or bound by any statement, agreement or understanding not expressed herein.

TO HAVE AND TO HOLD forever unto the Company, its successors and assigns the rights, privileges, easements, powers, and interests granted herein, which shall be a covenant running with the title to the Easement Area.

The Undersigned warrants and will forever defend the title to the rights, privileges, easements and interests granted herein to the Company against the claims of all persons whomsoever.

[Signature(s) on Following Page(s)]

PARCEL 029	NAME OF LINE/PROJECT:	ASHLEY PARK - CREOLA 230 KV TRANSMISSION LINE
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IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their hand(s) and seal(s), this _____ day of October, 2025.

Signed, sealed and delivered in the presence of:

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

Witness

By: _____ (SEAL)
Name:
Title:

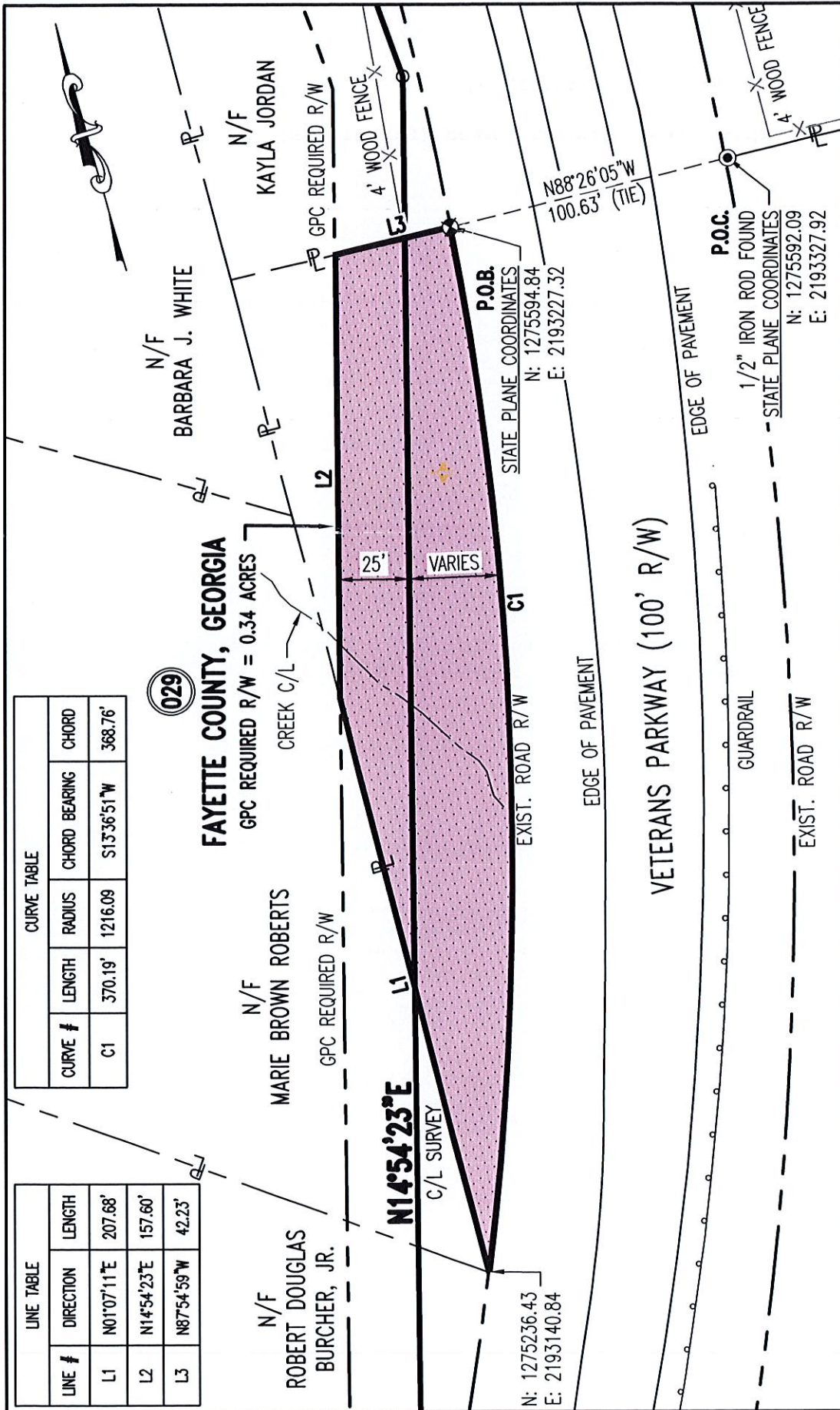
Notary Public

Attest: _____ (SEAL)
Name: _____
Title: _____

[CORPORATE SEAL]

EXHIBIT A

Depiction of Easement Area (Parcel 029)



REFERENCE: P507-14, SHEET 8

GEORGIA POWER COMPANY - LAND ENGINEERING

COORDINATE DATUM: NAD83(2011), GEORGIA STATE PLANE WEST ZONE

SYMBOL LEGEND

- IRON PIN SET
- EXISTING POLE
- IRON PIN FOUND
- POINT OF BEGINNING (POB)
- ROW MARKER
- POC= POINT OF COMMENCEMENT
- GPC R/W MONUMENT
- GPC REQUIRED R/W
- QUITCLAIMED R/W
- GPC EXISTING R/W

ASHLEY PARK - CREOLA 230KV TRANSMISSION LINE

CROSSING THE PROPERTY OF

FAYETTE COUNTY, GEORGIA

LAND LOT 225, 5TH DISTRICT - FAYETTE COUNTY, GEORGIA

PARCEL No. 029

DATE: 11/21/2024

SCALE: 1" = 50'

DRAWN BY: NM

EXHIBIT

1 OF 1

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 225, 5th District, Fayette County, Georgia and being more particularly described as follows:

Commencing at a ½ inch Rod having State Plane Coordinates [West Zone] NAD83(2011) of North 1275592.09 and East 2193327.92 on the East Right-of-Way Veterans Parkway (100' R/W), thence run North 88 Degrees 26 Minutes 05 Seconds West a distance of 100.63 feet to a point on the west side of the Right-of-Way Veterans Parkway (100' R/W) which is the Point of Beginning having State Plane Coordinates [West Zone] NAD83(2011) of North 1275594.84 and East 2193227.32, thence along the Road Right-of-Way run a long a curve 370.19 feet with a radius of 1216.09 feet, chord bearing of South 13 Degrees 36 Minutes 51 Seconds West a distance of 368.76 feet to a point, Thence leaving said Road Right-of-Way run North 01 Degrees 07 Minutes 11 Seconds East a distance of 207.68 feet to a point, thence run North 14 Degrees 54 Minutes 23 Seconds East a distance of 157.60 feet to a point on the common property of Fayette County and Kayla Jordan, Thence along common property run North 87 Degrees 54 Minutes 59 Seconds West a distance of 42.23 feet to a point said point being the Point of Beginning; said tract containing 0.34 acres, more or less, all as shown on Georgia Power Company – Land Engineering Department Drawing titled Ashley Park-Creola 230kV Transmission line Crossing the Property of Fayette County, Georgia dated November 21, 2024



10 Lake Park Drive
Sharpsburg, GA 30277

January 10, 2025

Fayette County, Georgia
c/o Steve Rapson
140 Stonewall Ave W. #100
Fayetteville, GA 30214

RE: Georgia Power Company Project #2023050117 - Parcel 031A
Project Name: Ashley Park - Creola (QTS) 230 kV Transmission Line
Site Address: Veterans Parkway, Fayetteville, GA 30214
Record Property Owner: Fayette County, Georgia

Dear Mr. Rapson,

Georgia Power needs to purchase an easement across your property for the Project referenced above. I've enclosed a map that shows the location of Georgia Power's proposed transmission line through your property and a copy of the company's standard transmission line easement document that describes the property rights we are seeking to purchase from you (the "Easement").

Georgia Power has evaluated the value of the easement area and based on that evaluation, is offering \$2,100.00 upon receipt of the Easement that has been signed by TWO authorizing individuals of **Fayette County, Georgia** and properly witnessed and notarized where indicated. Please note that the witness and notary public must be two different individuals.

Your property's evaluation is based on the following:

a. Total Acreage of Property	0.03 acres
b. Easement Area	0.03 acres
c. Price Per Acre	\$70,000.00
d. Easement Rights Factor	100%
Total Assessed Value	<u>\$2,100.00</u>

I am available to meet in person to review the documents and discuss the project if needed. I will continue to be available to answer any questions you may have regarding the Project, the transmission line, the Easement, or this proposal. If you have questions, please don't hesitate to call me at 678-378-5559 or email me at drhurleb@southernco.com.

Best regards,


Dale R. Hurlebaus
Senior Land Agent
Georgia Power Company

Enclosures: Easement, Map, W9, Payment Request Form

After recording, return to:
 Georgia Power Company
 Attn: Land Acquisition (Recording)
 241 Ralph McGill Blvd NE
 Bin 10151
 Atlanta, GA 30308-3374

 PROJECT 2023050117 LETTER FILE DEED FILE MAP FILE
 ACCOUNT NUMBER 11059734-GPC9596-VBS-12.02.01
 NAME OF LINE/PROJECT: ASHLEY PARK - CREOLA 230 KV TRANSMISSION LINE
 PARCEL NUMBER 031A

STATE OF GEORGIA
 FAYETTE COUNTY

E A S E M E N T

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, FAYETTE COUNTY, GEORGIA, a political subdivision of the State of Georgia (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is 140 Stonewall Ave. W., Suite 100, Fayetteville, GA 30214-1904, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to go in, upon, along, across, under and through the Property (as defined below) for the purposes described herein.

The "Property" is defined as that certain tract of land owned by the Undersigned at 39.65 ACRES ON LEES MILL RD, FAYETTEVILLE, GEORGIA 30214 (Tax Parcel ID No. 0708 042) in Land Lot 225, of the 5th District of County, Georgia.

The "Easement Area" is defined as the portion of the Property more particularly shown on "Exhibit A" attached hereto and made a part hereof.

The rights granted herein include and embrace the right of the Company to construct, operate, maintain, repair, renew and rebuild overhead and underground electric transmission, distribution and communication lines, towers, frames, poles, wires, manholes, conduits, anchors, guy wires, fixtures, appliances, and protective wires and devices in connection therewith (all being hereinafter referred to collectively as the "Facilities") upon or under the Easement Area; the right of the Company to grant or permit the exercise of the same rights, either in whole or in part, to others; the right of ingress and egress over the Property to and from the Easement Area; the right to cut away and keep clear, remove and dispose of all trees and undergrowth and to remove and dispose of all obstructions now on the Easement Area or that may hereafter be placed on the Easement Area by the Undersigned or any other person.

 PARCEL 031A NAME OF ASHLEY PARK - CREOLA 230 KV TRANSMISSION LINE
 LINE/PROJECT:

Further, the Company shall have the right to cut, remove and dispose of dead, diseased, weak or leaning trees (collectively, "Danger Trees") on the Property adjacent to the Easement Area which may now or hereafter strike, injure, endanger or interfere with the maintenance and operation of any of the Facilities located on the Easement Area, provided that on future cutting of such Danger Trees the Company shall pay to the Undersigned the fair market value of the merchantable timber so cut, timber so cut to become the property of the Company. The Undersigned shall notify the Company of any party with whom it contracts, and who owns as a result thereof, any Danger Trees to be cut as set forth above. The Company shall also have, and is hereby granted, the right to install, maintain and use anchors and/or guy wires on the Property adjacent to the Easement Area and the right, when required by law or government regulations, to conduct scientific or other studies, including but not limited to environmental and archaeological studies, on or below the ground surface of the Easement Area.

The Company shall pay or tender to the Undersigned or owner thereof a fair market value for any growing crops, fruit trees or fences cut, damaged or destroyed on the Easement Area by employees of the Company and its agents in the construction, reconstruction, operation, maintenance and repair of the Facilities, except those crops, fruit trees and fences which are an obstruction to the use of the Easement Area as herein provided or which interfere with or may be likely to interfere with or endanger the proper maintenance and operation of the Facilities, provided the Undersigned shall give the Company written notice of the alleged damage within thirty (30) days after the alleged damage shall have been done. The Undersigned shall notify the Company of any party with whom the Undersigned contracts and who owns, as a result thereof, any growing crops, fruit trees or fences, and the Undersigned shall inform said party of the notification provision set forth herein. Any growing crops, fruit trees or fences so cut or damaged on the Easement Area in the construction, operation, maintenance and repair of the Facilities are to remain the property of the owner thereof.

It is agreed that part of the within named consideration is in full payment for all timber cut or to be cut in the initial clearing and construction of the Facilities and that timber so cut is to become the property of the Company. The Undersigned will notify the Company in the event the Undersigned has contracted with another party who owns as a result thereof the timber to be so cut.

The Undersigned has the right to use the Easement Area for agricultural or any other purposes not inconsistent with the rights hereby granted, provided such use shall not injure or interfere with the proper operation, maintenance, repair, extensions or additions to the Facilities, and provided further that no buildings or structures other than fences (which shall not exceed eight (8) feet in height and shall neither obstruct nor otherwise interfere with any of the rights granted to the Company hereby) may be erected upon the Easement Area.

Without limiting the foregoing, the Undersigned specifically retains and reserves the right to use the Easement Area for construction, maintenance, and operation of a multi-use path for use by the general public for walking, jogging, cycling, skating, and other non-motorized recreational uses generally associated with public multi-use paths (the "Path"); provided, however, that the Path shall not injure, interfere with, or endanger the proper operation, maintenance, repair, extensions or additions to the Facilities.

The Undersigned expressly grants to the Company the right to take any action,

PARCEL 031A NAME OF ASHLEY PARK - CREOLA 230 KV TRANSMISSION LINE
 LINE/PROJECT:

whether at law or in equity, and whether by injunction, ejectment or other means, to prevent the construction, or after erection thereof to cause the removal, of any building or other unauthorized structure(s) located on the Easement Area (other than the Path and fences as provided for herein), regardless of whether the offending party is the Undersigned or not. The Undersigned will notify the Company in the event the Undersigned contracts with a third party who owns, as a result thereof, any buildings or other such structures. The Undersigned acknowledges and agrees that said rights are necessary for the safe and proper exercise and use of the rights, privileges, easements, and interests herein granted to the Company.

The Company shall not be liable for or bound by any statement, agreement or understanding not expressed herein.

TO HAVE AND TO HOLD forever unto the Company, its successors and assigns the rights, privileges, easements, powers, and interests granted herein, which shall be a covenant running with the title to the Easement Area.

The Undersigned warrants and will forever defend the title to the rights, privileges, easements and interests granted herein to the Company against the claims of all persons whomsoever.

[Signature(s) on Following Page(s)]

PARCEL 031A NAME OF ASHLEY PARK - CREOLA 230 KV TRANSMISSION LINE
LINE/PROJECT:

IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their
hand(s) and seal(s), this _____ day of October, 2025.

Signed, sealed and delivered in the **FAYETTE COUNTY, GEORGIA, a political**
presence of: **subdivision of the State of Georgia**

_____	By: _____ (SEAL)
Witness	Name:
	Title:
_____	Attest: _____ (SEAL)
Notary Public	Name:
	Title:

[CORPORATE SEAL]

EXHIBIT A

Depiction of Easement Area (Parcel 031A)

REFERENCE: P507-14, SHEET 4

SYMBOL LEGEND

●	EXISTING POLE
⊙	IRON PIN SET
⊗	IRON PIN FOUND
⊗	POINT OF BEGINNING (POB)
⊗	POC= POINT OF COMMENCEMENT
⊗	GPC R/W MONUMENT
⊗	QUITCLAIMED R/W
⊗	GPC REQUIRED R/W
⊗	GPC EXISTING R/W

ASHLEY PARK - CREOLA 230KV

TRANSMISSION LINE

CROSSING THE PROPERTY OF

FAYETTE COUNTY, GA

LAND LOT 225, 5th DISTRICT - FAYETTE COUNTY, GEORGIA

DATE: 10/01/2024

SCALE: 1" = 50'

DRAWN BY: NM

EXHIBIT

1 OF 1

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 225, 5th District, Fayette County, Georgia and being more particularly described as follows:

Commencing at a Rebar with yellow cap having State Plane Coordinates [West Zone] NAD83(2011) of North 1274948.63 and East 2193096.60 on the Right-of-Way Veterans Parkway (100' R/W) which is also the Point of Beginning, Thence along said Right-of-Way run along a curve with a length of 74.31 feet Radius of 1314.98 feet a chord bearing of North 33 Degrees 09 Minutes 08 Seconds East and chord distance of 74.31 feet to a point on said Right-of-way, thence leaving said Right-of-Way run South 01 Degree 13 Minutes 10 Seconds West a distance of 62.85 feet to a ½ inch iron pin common to Fayette County and Veterans Pkwy and Lees Mills South, LLC, thence along common property line run North 89 Degrees 05 Seconds 09 Minutes West a distance of 39.30 feet to a Rebar with yellow cap said point being the Point of Beginning; said tract containing 0.03 acres, more or less, all as shown on Georgia Power Company – Land Engineering Department Drawing titled Ashley Park-Creola 230kV Transmission line Crossing the Property of Fayette County, Ga dated October 01, 2024



10 Lake Park Drive
Sharpsburg, GA 30277

January 10, 2025

Fayette County, Georgia
c/o Steve Rapson
140 Stonewall Ave W. #100
Fayetteville, GA 30214

RE: Georgia Power Company Project #2023050117 - Parcel 036
Project Name: Ashley Park - Creola (QTS) 230 kV Transmission Line
Site Address: Veterans Parkway, Fayetteville, GA 30214
Record Property Owner: Fayette County, Georgia

Dear Mr. Rapson,

Georgia Power needs to purchase an easement across your property for the Project referenced above. I've enclosed a map that shows the location of Georgia Power's proposed transmission line through your property and a copy of the company's standard transmission line easement document that describes the property rights we are seeking to purchase from you (the "Easement").

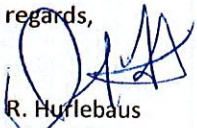
Georgia Power has evaluated the value of the easement area and based on that evaluation, is offering \$40,500.00 upon receipt of the Easement that has been signed by TWO authorizing individuals of **Fayette County, Georgia** and properly witnessed and notarized where indicated. Please note that the witness and notary public must be two different individuals.

Your property's evaluation is based on the following:

a. Total Acreage of Property	2.2 acres
b. Easement Area	1.50 acres
c. Price Per Acre	\$30,000.00
d. Easement Rights Factor	90%
Total Assessed Value	<u>\$40,500.00</u>

I am available to meet in person to review the documents and discuss the project if needed. I will continue to be available to answer any questions you may have regarding the Project, the transmission line, the Easement, or this proposal. If you have questions, please don't hesitate to call me at 678-378-5559 or email me at drhurleb@southernco.com.

Best regards,


Dale R. Hurlebaus
Senior Land Agent
Georgia Power Company

Enclosures: Easement, Map, W9, Payment Request Form

After recording, return to:
 Georgia Power Company
 Attn: Land Acquisition (Recording)
 241 Ralph McGill Blvd NE
 Bin 10151
 Atlanta, GA 30308-3374

 PROJECT 2023050117 LETTER FILE DEED FILE MAP FILE
 ACCOUNT NUMBER 11059734-GPC9596-VBS-12.02.01
 NAME OF LINE/PROJECT: ASHLEY PARK - CREOLA 230 KV TRANSMISSION LINE
 PARCEL NUMBER 036

STATE OF GEORGIA
 FAYETT COUNTY

E A S E M E N T

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, FAYETTE COUNTY, GEORGIA, a political subdivision of the State of Georgia (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is 140 Stonewall Ave. W., Suite 100, Fayetteville, Georgia 30214-1904, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to go in, upon, along, across, under and through the Property (as defined below) for the purposes described herein.

The "Property" is defined as that certain tract of land owned by the Undersigned at VETERANS PKWY., FAYETTEVILLE, GA 30214 (Tax Parcel ID No. 0542 043) in Land Lot 13, 14; 193, 224 of the 5th and 7th Districts of Fayette County, Georgia.

The "Easement Area" is defined as the portion of the Property more particularly shown on "Exhibit A" attached hereto and made a part hereof.

The rights granted herein include and embrace the right of the Company to construct, operate, maintain, repair, renew and rebuild overhead and underground electric transmission, distribution and communication lines, towers, frames, poles, wires, manholes, conduits, anchors, guy wires, fixtures, appliances, and protective wires and devices in connection therewith (all being hereinafter referred to collectively as the "Facilities") upon or under the Easement Area; the right of the Company to grant or permit the exercise of the same rights, either in whole or in part, to others; the right of ingress and egress over the Property to and from the Easement Area; the right to cut away and keep clear, remove and dispose of all trees and undergrowth and to remove and dispose of all obstructions now on the Easement Area or that may hereafter be placed on the Easement Area by the Undersigned or any other person.

PARCEL 036

NAME OF
LINE/PROJECT:

ASHLEY PARK - CREOLA 230 KV TRANSMISSION LINE

Further, the Company shall have the right to cut, remove and dispose of dead, diseased, weak or leaning trees (collectively, "Danger Trees") on the Property adjacent to the Easement Area which may now or hereafter strike, injure, endanger or interfere with the maintenance and operation of any of the Facilities located on the Easement Area, provided that on future cutting of such Danger Trees the Company shall pay to the Undersigned the fair market value of the merchantable timber so cut, timber so cut to become the property of the Company. The Undersigned shall notify the Company of any party with whom it contracts, and who owns as a result thereof, any Danger Trees to be cut as set forth above. The Company shall also have, and is hereby granted, the right to install, maintain and use anchors and/or guy wires on the Property adjacent to the Easement Area and the right, when required by law or government regulations, to conduct scientific or other studies, including but not limited to environmental and archaeological studies, on or below the ground surface of the Easement Area.

The Company shall pay or tender to the Undersigned or owner thereof a fair market value for any growing crops, fruit trees or fences cut, damaged or destroyed on the Easement Area by employees of the Company and its agents in the construction, reconstruction, operation, maintenance and repair of the Facilities, except those crops, fruit trees and fences which are an obstruction to the use of the Easement Area as herein provided or which interfere with or may be likely to interfere with or endanger the proper maintenance and operation of the Facilities, provided the Undersigned shall give the Company written notice of the alleged damage within thirty (30) days after the alleged damage shall have been done. The Undersigned shall notify the Company of any party with whom the Undersigned contracts and who owns, as a result thereof, any growing crops, fruit trees or fences, and the Undersigned shall inform said party of the notification provision set forth herein. Any growing crops, fruit trees or fences so cut or damaged on the Easement Area in the construction, operation, maintenance and repair of the Facilities are to remain the property of the owner thereof.

It is agreed that part of the within named consideration is in full payment for all timber cut or to be cut in the initial clearing and construction of the Facilities and that timber so cut is to become the property of the Company. The Undersigned will notify the Company in the event the Undersigned has contracted with another party who owns as a result thereof the timber to be so cut.

The Undersigned has the right to use the Easement Area for agricultural or any other purposes not inconsistent with the rights hereby granted, provided such use shall not injure or interfere with the proper operation, maintenance, repair, extensions or additions to the Facilities, and provided further that no buildings or structures other than fences (which shall not exceed eight (8) feet in height and shall neither obstruct nor otherwise interfere with any of the rights granted to the Company hereby) may be erected upon the Easement Area.

Without limiting the foregoing, the Undersigned specifically retains and reserves the right to use the Easement Area for construction, maintenance, and operation of a multi-use path for use by the general public for walking, jogging, cycling, skating, and other non-motorized recreational uses generally associated with public multi-use paths (the "Path"); provided, however, that the Path shall not injure, interfere with, or endanger the proper operation, maintenance, repair, extensions or additions to the Facilities.

The Undersigned expressly grants to the Company the right to take any action,

PARCEL 036NAME OF
LINE/PROJECT:ASHLEY PARK - CREOLA 230 KV TRANSMISSION LINE

whether at law or in equity, and whether by injunction, ejectment or other means, to prevent the construction, or after erection thereof to cause the removal, of any building or other unauthorized structure(s) located on the Easement Area (other than the Path and fences as provided for herein), regardless of whether the offending party is the Undersigned or not. The Undersigned will notify the Company in the event the Undersigned contracts with a third party who owns, as a result thereof, any buildings or other such structures. The Undersigned acknowledges and agrees that said rights are necessary for the safe and proper exercise and use of the rights, privileges, easements, and interests herein granted to the Company.

The Company shall not be liable for or bound by any statement, agreement or understanding not expressed herein.

TO HAVE AND TO HOLD forever unto the Company, its successors and assigns the rights, privileges, easements, powers, and interests granted herein, which shall be a covenant running with the title to the Easement Area.

The Undersigned warrants and will forever defend the title to the rights, privileges, easements and interests granted herein to the Company against the claims of all persons whomsoever.

[Signature(s) on Following Page(s)]

PARCEL 036 NAME OF ASHLEY PARK - CREOLA 230 KV TRANSMISSION LINE
 LINE/PROJECT:

IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their hand(s) and seal(s), this _____ day of October, 2025.

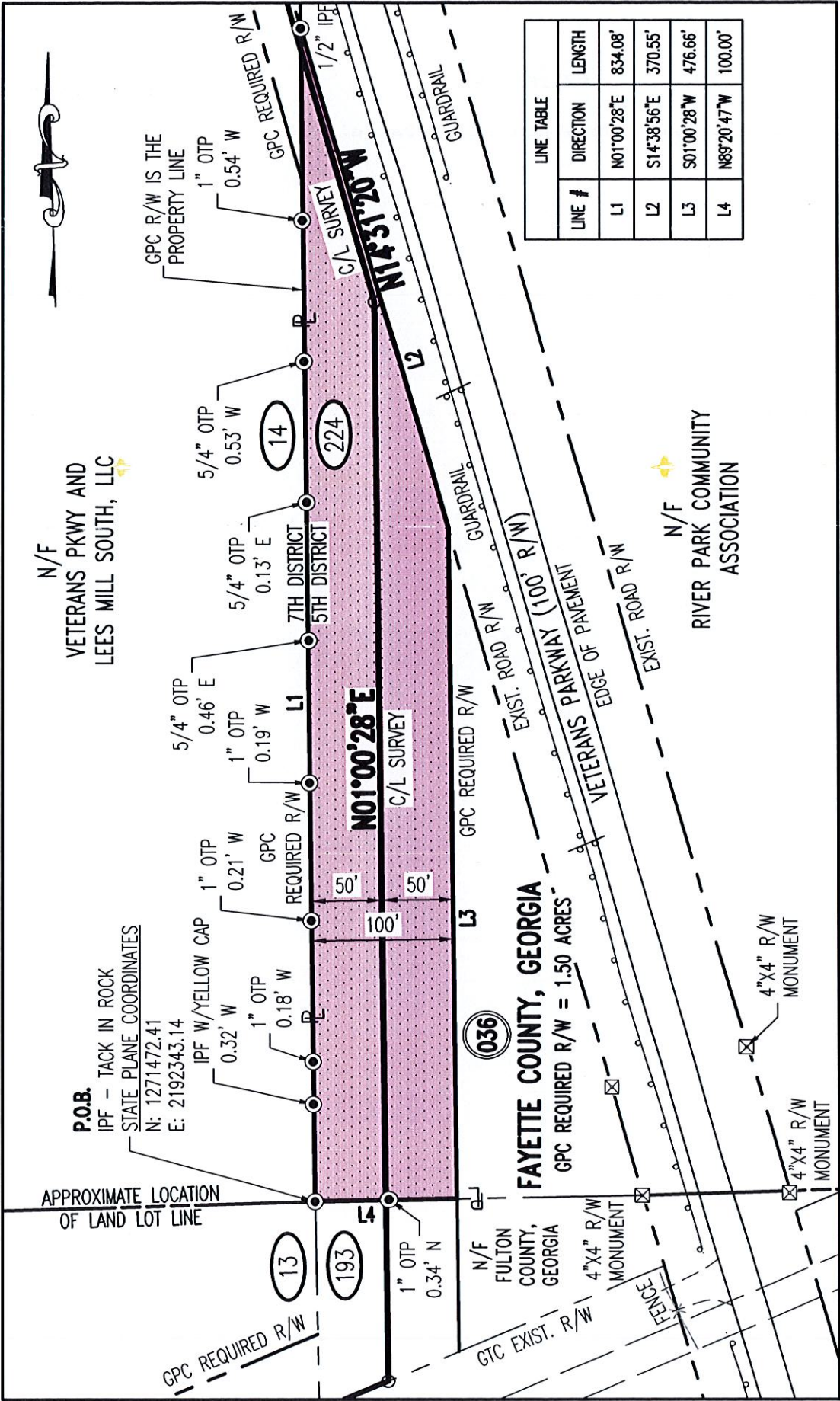
Signed, sealed and delivered in the presence of: FAYETTE COUNTY, GEORGIA, a political subdivision of the State of Georgia

_____	By: _____ (SEAL)
Witness	Name:
	Title:
_____	Attest: _____ (SEAL)
Notary Public	Name:
	Title:

[CORPORATE SEAL]

EXHIBIT A

Depiction of Easement Area (Parcel 036)



REFERENCE: P507-14, SHEET 6 & 7

GEORGIA POWER COMPANY - LAND ENGINEERING

COORDINATE DATUM: NAD83(2011), GEORGIA STATE PLANE WEST ZONE

ASHLEY PARK - CREOLA 230KV

TRANSMISSION LINE

CROSSING THE PROPERTY OF

FAYETTE COUNTY, GEORGIA

LAND LOT 224 - 5TH DISTRICT - FAYETTE COUNTY, GEORGIA

PARCEL No. 036

DATE: 09/26/2024

SCALE: 1" = 100'

DRAWN BY: NM

EXHIBIT

1 OF 1

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 224, 5th District, Fayette County, Georgia and being more particularly described as follows:

Commencing at a Rock with tack at the land lot corner of land lots 13 and 14 in the 7th District and land lots 193 and 224 in the 5th District having State Plane Coordinates [West Zone] NAD83(2011) of North 1271472.41 and East 2192343.14 which is also the Point of Beginning, Thence along the Land Lot and District line of Lot 14, 7th District and Lot 224, 5th District and the common property line of Fayette County and Veterans Pkwy and Mills South, LLC, run North 01 Degrees 00 Minutes 28 Seconds East a distance of 834.08 feet to ½ inch rebar on the Right-of-Way of Veterans Parkway (100' R/W), Thence along said right-of-way run South 14 Degrees 38 Minutes 56 Seconds East a distance of 370.55 feet to a point on said Right-of-Way, Thence leaving said Right-of-Way run South 01 Degrees 00 Minutes 28 Seconds West a distance of 476.66 feet to a point on the land lot line of land lots 193 and 224, 5th District, thence along said Land lot line run North 89 Degrees 20 Minutes 47 Seconds West a distance of 100 feet to a Rock with tack said point being the Point of Beginning; said tract containing 1.50 acres, more or less, all as shown on Georgia Power Company – Land Engineering Department Drawing titled Ashley Park-Creola 230kV Transmission line Crossing the Property of Fayette County, Georgia dated September 26, 2024



10 Lake Park Drive
Sharpsburg, GA 30277

January 10, 2025

Fayette County, Georgia
c/o Steve Rapson
140 Stonewall Ave W. #100
Fayetteville, GA 30214

RE: Georgia Power Company Project #2023050117 - Parcel 037
Project Name: Ashley Park - Creola (QTS) 230 kV Transmission Line
Site Address: Veterans Parkway, Fayetteville, GA 30214
Record Property Owner: Fayette County, Georgia

Dear Mr. Rapson,

Georgia Power needs to purchase an easement across your property for the Project referenced above. I've enclosed a map that shows the location of Georgia Power's proposed transmission line through your property and a copy of the company's standard transmission line easement document that describes the property rights we are seeking to purchase from you (the "Easement").

Georgia Power has evaluated the value of the easement area and based on that evaluation, is offering \$8,000.00 upon receipt of the Easement that has been signed by TWO authorizing individuals of **Fayette County, Georgia** and properly witnessed and notarized where indicated. Please note that the witness and notary public must be two different individuals.

Your property's evaluation is based on the following:

a. Total Acreage of Property	8.3 acres
b. Easement Area	0.29 acres
c. Price Per Acre	\$30,000.00
d. Easement Rights Factor	90%
Total Assessed Value	<u>\$8,000.00</u> (rounded)

I am available to meet in person to review the documents and discuss the project if needed. I will continue to be available to answer any questions you may have regarding the Project, the transmission line, the Easement, or this proposal. If you have questions, please don't hesitate to call me at 678-378-5559 or email me at drhurleb@southernco.com.

Best regards,


Dale R. Hurtebaus
Senior Land Agent
Georgia Power Company

Enclosures: Easement, Map, W9, Payment Request Form

After recording, return to:
 Georgia Power Company
 Attn: Land Acquisition (Recording)
 241 Ralph McGill Blvd NE
 Bin 10151
 Atlanta, GA 30308-3374

 PROJECT 2023050117 LETTER FILE DEED FILE MAP FILE
 ACCOUNT NUMBER 11059734-GPC9596-VBS-12.02.01
 NAME OF LINE/PROJECT: ASHLEY PARK - CREOLA 230 KV TRANSMISSION LINE
 PARCEL NUMBER 037

STATE OF GEORGIA
 FAYETTE COUNTY

E A S E M E N T

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, FAYETTE COUNTY, GEORGIA, a political subdivision of the State of Georgia (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is 140 Stonewall Ave. W., Suite 100, Fayetteville, Georgia 30214-1904, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to go in, upon, along, across, under and through the Property (as defined below) for the purposes described herein.

The "Property" is defined as that certain tract of land owned by the Undersigned at VETERANS PARKWAY, FAYETTEVILLE, GEORGIA 30214 (Tax Parcel ID No. 0542 043) in Land Lot 193 of the 5th District of Fayette County, Georgia.

The "Easement Area" is defined as the portion of the Property more particularly shown on "Exhibit A" attached hereto and made a part hereof.

The rights granted herein include and embrace the right of the Company to construct, operate, maintain, repair, renew and rebuild overhead and underground electric transmission, distribution and communication lines, towers, frames, poles, wires, manholes, conduits, anchors, guy wires, fixtures, appliances, and protective wires and devices in connection therewith (all being hereinafter referred to collectively as the "Facilities") upon or under the Easement Area; the right of the Company to grant or permit the exercise of the same rights, either in whole or in part, to others; the right of ingress and egress over the Property to and from the Easement Area; the right to cut away and keep clear, remove and dispose of all trees and undergrowth and to remove and dispose of all obstructions now on the Easement Area or that may hereafter be placed on the Easement Area by the Undersigned or any other person.

 PARCEL 037 NAME OF ASHLEY PARK - CREOLA 230 KV TRANSMISSION LINE
 LINE/PROJECT:

Further, the Company shall have the right to cut, remove and dispose of dead, diseased, weak or leaning trees (collectively, "Danger Trees") on the Property adjacent to the Easement Area which may now or hereafter strike, injure, endanger or interfere with the maintenance and operation of any of the Facilities located on the Easement Area, provided that on future cutting of such Danger Trees the Company shall pay to the Undersigned the fair market value of the merchantable timber so cut, timber so cut to become the property of the Company. The Undersigned shall notify the Company of any party with whom it contracts, and who owns as a result thereof, any Danger Trees to be cut as set forth above. The Company shall also have, and is hereby granted, the right to install, maintain and use anchors and/or guy wires on the Property adjacent to the Easement Area and the right, when required by law or government regulations, to conduct scientific or other studies, including but not limited to environmental and archaeological studies, on or below the ground surface of the Easement Area.

The Company shall pay or tender to the Undersigned or owner thereof a fair market value for any growing crops, fruit trees or fences cut, damaged or destroyed on the Easement Area by employees of the Company and its agents in the construction, reconstruction, operation, maintenance and repair of the Facilities, except those crops, fruit trees and fences which are an obstruction to the use of the Easement Area as herein provided or which interfere with or may be likely to interfere with or endanger the proper maintenance and operation of the Facilities, provided the Undersigned shall give the Company written notice of the alleged damage within thirty (30) days after the alleged damage shall have been done. The Undersigned shall notify the Company of any party with whom the Undersigned contracts and who owns, as a result thereof, any growing crops, fruit trees or fences, and the Undersigned shall inform said party of the notification provision set forth herein. Any growing crops, fruit trees or fences so cut or damaged on the Easement Area in the construction, operation, maintenance and repair of the Facilities are to remain the property of the owner thereof.

It is agreed that part of the within named consideration is in full payment for all timber cut or to be cut in the initial clearing and construction of the Facilities and that timber so cut is to become the property of the Company. The Undersigned will notify the Company in the event the Undersigned has contracted with another party who owns as a result thereof the timber to be so cut.

The Undersigned has the right to use the Easement Area for agricultural or any other purposes not inconsistent with the rights hereby granted, provided such use shall not injure or interfere with the proper operation, maintenance, repair, extensions or additions to the Facilities, and provided further that no buildings or structures other than fences (which shall not exceed eight (8) feet in height and shall neither obstruct nor otherwise interfere with any of the rights granted to the Company hereby) may be erected upon the Easement Area.

Without limiting the foregoing, the Undersigned specifically retains and reserves the right to use the Easement Area for construction, maintenance, and operation of a multi-use path for use by the general public for walking, jogging, cycling, skating, and other non-motorized recreational uses generally associated with public multi-use paths (the "Path"); provided, however, that the Path shall not injure, interfere with, or endanger the proper operation, maintenance, repair, extensions or additions to the Facilities.

PARCEL 037	NAME OF	ASHLEY PARK - CREOLA 230 KV TRANSMISSION LINE
	LINE/PROJECT:	

The Undersigned expressly grants to the Company the right to take any action, whether at law or in equity, and whether by injunction, ejectment or other means, to prevent the construction, or after erection thereof to cause the removal, of any building or other unauthorized structure(s) located on the Easement Area (other than the Path and fences as provided for herein), regardless of whether the offending party is the Undersigned or not. The Undersigned will notify the Company in the event the Undersigned contracts with a third party who owns, as a result thereof, any buildings or other such structures. The Undersigned acknowledges and agrees that said rights are necessary for the safe and proper exercise and use of the rights, privileges, easements, and interests herein granted to the Company.

The Company shall not be liable for or bound by any statement, agreement or understanding not expressed herein.

TO HAVE AND TO HOLD forever unto the Company, its successors and assigns the rights, privileges, easements, powers, and interests granted herein, which shall be a covenant running with the title to the Easement Area.

The Undersigned warrants and will forever defend the title to the rights, privileges, easements and interests granted herein to the Company against the claims of all persons whomsoever.

[Signature(s) on Following Page(s)]

[CORPORATE SEAL]

EXHIBIT A

Depiction of Easement Area (Parcel 037)

GEORGIA POWER COMPANY - LAND ENGINEERING

COORDINATE DATUM: NAD83(2011), GEORGIA STATE PLANE WEST ZONE

SYMBOL LEGEND

-  EXISTING POLE
 IRON PIN SET
 IRON PIN FOUND
 IRON PIN FOUND
 ROW MARKER
 GPC R/W MONUMENT
 QUITCLAIMED R/W
 EXISTING POLE
 POINT OF BEGINNING (POB)
 POC= POINT OF COMMENCEMENT
 GPC REQUIRED R/W
 GPC EXISTING R/W

PARCEL No. 037

**ASHLEY PARK - CREOLA 230KV
TRANSMISSION LINE**

CROSSING THE PROPERTY OF

FAYETTE COUNTY, GEORGIA

LAND LOT 193, 5TH DISTRICT - FAYETTE COUNTY, GEORGIA

DATE: 09/26/2024

SCALE: 1" = 100'

DRAWN BY: NM

EXHIBIT A

1 of 1

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 193, 5th District, Fayette County, Georgia and being more particularly described as follows:

Commencing at a Rock with tack at the land lot corner of land lots 13 and 14 in the 7th District and land lots 193 and 224 in the 5th District having State Plane Coordinates [West Zone] NAD83(2011) of North 1271472.41 and East 2192343.14 which is also the Point of Beginning, Thence along the land lot line of lots 193 and 224, 5th District run South 89 Degrees 20 Minutes 47 Seconds East a distance of 100 feet to a point, Thence run South 01 Degrees 00 Minutes 28 Seconds West a distance of 108.90 feet to a point on the Northern Right-of-way of Georgia Transmission Company, Thence along said right-of-way run South 68 Degrees 51 Minutes 25 Seconds West a distance of 107.04 to a point on the land lot and district line of land lots 13 and 14 in the 7th District and land lots 193 and 224 in the 5th District and common property line of Fayette County and Veterans Pkwy and Lees Mill South, LLC, thence along common line run North 00 Degrees 40 Minutes 30 Seconds East a distance of 148.64 feet to a Rock with tack said point being the Point of Beginning; said tract containing 0.29 acres, more or less, all as shown on Georgia Power Company – Land Engineering Department Drawing titled Ashley Park-Creola 230kV Transmission line Crossing the Property of Fayette County, Georgia dated September 26, 2024



10 Lake Park Drive
Sharpsburg, GA 30277

January 10, 2025

Fayette County, Georgia
c/o Steve Rapson
140 Stonewall Ave W. #100
Fayetteville, GA 30214

RE: Georgia Power Company Project #2023050117 - Parcel 041
Project Name: Ashley Park - Creola (QTS) 230 kV Transmission Line
Site Address: Butterfield Lane, Fayetteville, GA 30214
Record Property Owner: Fayette County, Georgia

Dear Mr. Rapson,

Georgia Power needs to purchase an easement across your property for the Project referenced above. I've enclosed a map that shows the location of Georgia Power's proposed transmission line through your property and a copy of the company's standard transmission line easement document that describes the property rights we are seeking to purchase from you (the "Easement").

Georgia Power has evaluated the value of the easement area and based on that evaluation, is offering \$6,420.00 upon receipt of the Easement that has been signed by TWO authorizing individuals of **Fayette County, Georgia** and properly witnessed and notarized where indicated. Please note that the witness and notary public must be two different individuals.

Your property's evaluation is based on the following:

a. Total Acreage of Property	9.18 acres
b. Easement Area	0.31 acres
c. Price Per Acre	\$23,000.00
d. Easement Rights Factor	90%
Total Assessed Value	<u>\$6,420.00</u> (rounded)

I am available to meet in person to review the documents and discuss the project if needed. I will continue to be available to answer any questions you may have regarding the Project, the transmission line, the Easement, or this proposal. If you have questions, please don't hesitate to call me at 678-378-5559 or email me at drhurleb@southernco.com.

Best regards,


Dale R. Hurd
Senior Land Agent
Georgia Power Company

Enclosures: Easement, Map, W9, Payment Request Form

After recording, return to:
 Georgia Power Company
 Attn: Land Acquisition (Recording)
 241 Ralph McGill Blvd NE
 Bin 10151
 Atlanta, GA 30308-3374

 PROJECT 2023050117 LETTER FILE DEED FILE MAP FILE
 ACCOUNT NUMBER 11059734-GPC9596-VBS-12.02.01
 NAME OF LINE/PROJECT: **ASHLEY PARK - CREOLA 230 KV TRANSMISSION LINE**
 PARCEL NUMBER 041

STATE OF GEORGIA
 FAYETTE COUNTY

E A S E M E N T

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, **FAYETTE COUNTY, GEORGIA, a political subdivision of the State of Georgia** (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is **140 Stonewall Ave. W., Suite 100, Fayetteville, Georgia 30214-1904**, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to go in, upon, along, across, under and through the Property (as defined below) for the purposes described herein.

The "Property" is defined as that certain tract of land owned by the Undersigned at **EBENEZER ROAD, FAYETTEVILLE, GEORGIA 30214** (Tax Parcel ID No. **070708012**) in Land Lot **13** of the **7th** District of **Fayette County, Georgia**.

The "Easement Area" is defined as the portion of the Property more particularly shown on "Exhibit A" attached hereto and made a part hereof.

The rights granted herein include and embrace the right of the Company to construct, operate, maintain, repair, renew and rebuild overhead and underground electric transmission, distribution and communication lines, towers, frames, poles, wires, manholes, conduits, anchors, guy wires, fixtures, appliances, and protective wires and devices in connection therewith (all being hereinafter referred to collectively as the "Facilities") upon or under the Easement Area; the right of the Company to grant or permit the exercise of the same rights, either in whole or in part, to others; the right of ingress and egress over the Property to and from the Easement Area; the right to cut away and keep clear, remove and dispose of all trees and undergrowth and to remove and dispose of all obstructions now on the Easement Area or that may hereafter be placed on the Easement Area by the Undersigned or any other person.

PARCEL 041

NAME OF

ASHLEY PARK - CREOLA 230 KV TRANSMISSION LINE

LINE/PROJECT:

Further, the Company shall have the right to cut, remove and dispose of dead, diseased, weak or leaning trees (collectively, "Danger Trees") on the Property adjacent to the Easement Area which may now or hereafter strike, injure, endanger or interfere with the maintenance and operation of any of the Facilities located on the Easement Area, provided that on future cutting of such Danger Trees the Company shall pay to the Undersigned the fair market value of the merchantable timber so cut, timber so cut to become the property of the Company. The Undersigned shall notify the Company of any party with whom it contracts, and who owns as a result thereof, any Danger Trees to be cut as set forth above. The Company shall also have, and is hereby granted, the right to install, maintain and use anchors and/or guy wires on the Property adjacent to the Easement Area and the right, when required by law or government regulations, to conduct scientific or other studies, including but not limited to environmental and archaeological studies, on or below the ground surface of the Easement Area.

The Company shall pay or tender to the Undersigned or owner thereof a fair market value for any growing crops, fruit trees or fences cut, damaged or destroyed on the Easement Area by employees of the Company and its agents in the construction, reconstruction, operation, maintenance and repair of the Facilities, except those crops, fruit trees and fences which are an obstruction to the use of the Easement Area as herein provided or which interfere with or may be likely to interfere with or endanger the proper maintenance and operation of the Facilities, provided the Undersigned shall give the Company written notice of the alleged damage within thirty (30) days after the alleged damage shall have been done. The Undersigned shall notify the Company of any party with whom the Undersigned contracts and who owns, as a result thereof, any growing crops, fruit trees or fences, and the Undersigned shall inform said party of the notification provision set forth herein. Any growing crops, fruit trees or fences so cut or damaged on the Easement Area in the construction, operation, maintenance and repair of the Facilities are to remain the property of the owner thereof.

It is agreed that part of the within named consideration is in full payment for all timber cut or to be cut in the initial clearing and construction of the Facilities and that timber so cut is to become the property of the Company. The Undersigned will notify the Company in the event the Undersigned has contracted with another party who owns as a result thereof the timber to be so cut.

The Undersigned has the right to use the Easement Area for agricultural or any other purposes not inconsistent with the rights hereby granted, provided such use shall not injure or interfere with the proper operation, maintenance, repair, extensions or additions to the Facilities, and provided further that no buildings or structures other than fences (which shall not exceed eight (8) feet in height and shall neither obstruct nor otherwise interfere with any of the rights granted to the Company hereby) may be erected upon the Easement Area.

Without limiting the foregoing, the Undersigned specifically retains and reserves the right to use the Easement Area for construction, maintenance, and operation of a multi-use path for use by the general public for walking, jogging, cycling, skating, and other non-motorized recreational uses generally associated with public multi-use paths (the "Path"); provided, however, that the Path shall not injure, interfere with, or endanger the proper operation, maintenance, repair, extensions or additions to the Facilities.

The Undersigned expressly grants to the Company the right to take any action, whether at law or in equity, and whether by injunction, ejectment or other means, to prevent the construction, or after erection thereof to cause the removal, of

PARCEL 041 NAME OF ASHLEY PARK - CREOLA 230 KV TRANSMISSION LINE
LINE/PROJECT:

any building or other unauthorized structure(s) located on the Easement Area (other than the Path and fences as provided for herein), regardless of whether the offending party is the Undersigned or not. The Undersigned will notify the Company in the event the Undersigned contracts with a third party who owns, as a result thereof, any buildings or other such structures. The Undersigned acknowledges and agrees that said rights are necessary for the safe and proper exercise and use of the rights, privileges, easements, and interests herein granted to the Company.

The Company shall not be liable for or bound by any statement, agreement or understanding not expressed herein.

TO HAVE AND TO HOLD forever unto the Company, its successors and assigns the rights, privileges, easements, powers, and interests granted herein, which shall be a covenant running with the title to the Easement Area.

The Undersigned warrants and will forever defend the title to the rights, privileges, easements and interests granted herein to the Company against the claims of all persons whomsoever.

[Signature(s) on Following Page(s)]

PARCEL 041 NAME OF ASHLEY PARK - CREOLA 230 KV TRANSMISSION LINE
 LINE/PROJECT:

IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their hand(s) and seal(s), this _____ day of October, 2025.

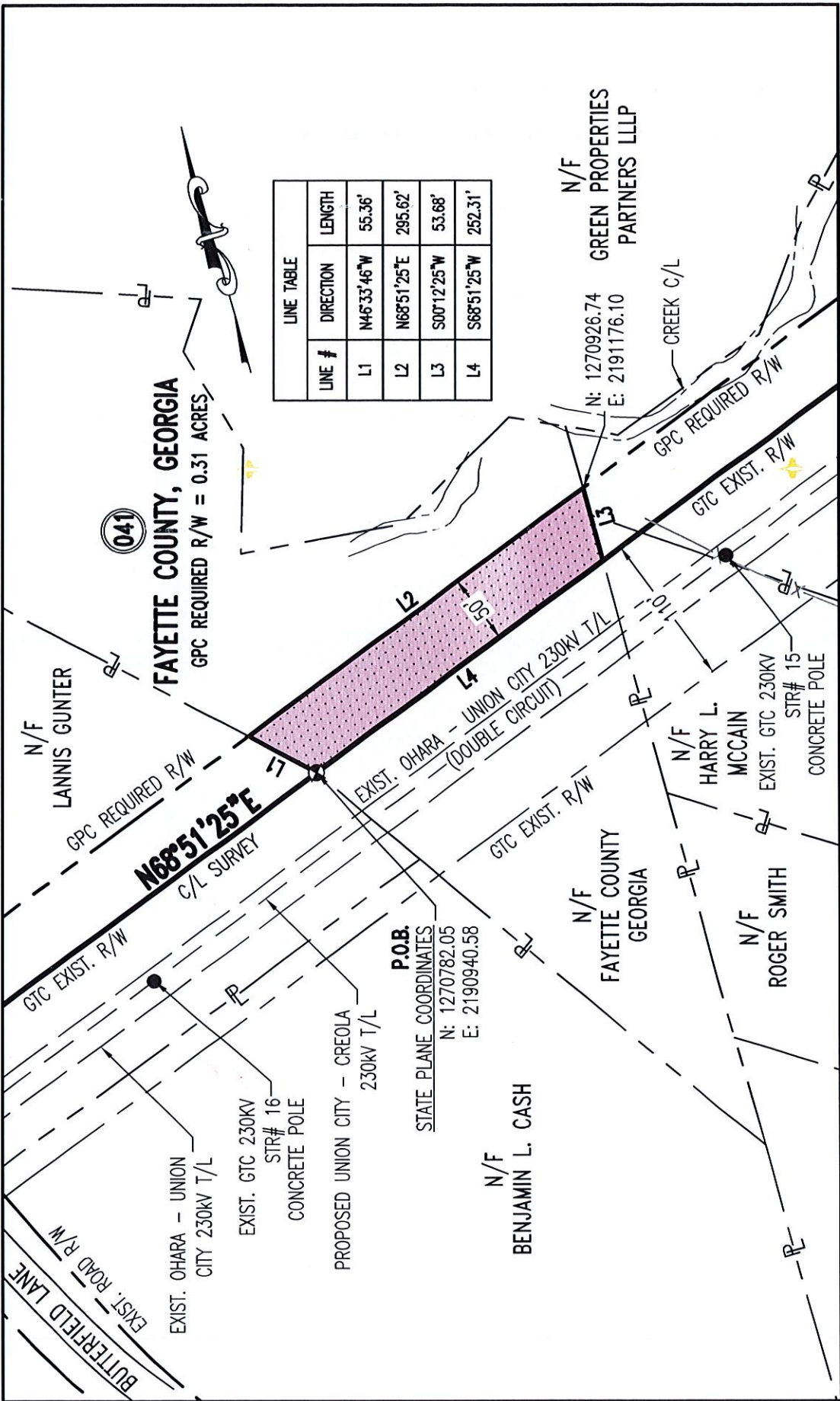
Signed, sealed and delivered in the FAYETTE COUNTY, GEORGIA, a political
presence of: subdivision of the State of Georgia

_____	By: _____ (SEAL)
Witness	Name:
	Title:
_____	Attest: _____ (SEAL)
Notary Public	Name:
	Title:

[CORPORATE SEAL]

EXHIBIT A

Depiction of Easement Area (Parcel 041)



REFERENCE: P507-14, SHEET 6

GEORGIA POWER COMPANY - LAND ENGINEERING

COORDINATE DATUM: NAD83(2011), GEORGIA STATE PLANE WEST ZONE

SYMBOL LEGEND

- EXISTING POLE
- ⊙ POINT OF BEGINNING (POB)
- ⊙ POC= POINT OF COMMENCEMENT
- ⊙ ROW MARKER
- ▨ GPC R/W MONUMENT
- ▨ QUITCLAIMED R/W

ASHLEY PARK - CREOLA 230KV TRANSMISSION LINE

CROSSING THE PROPERTY OF

FAYETTE COUNTY, GEORGIA

LAND LOT 13, 7TH DISTRICT - FAYETTE COUNTY, GEORGIA

DATE: 05/28/2024

SCALE: 1" = 100'

DRAWN BY: NM

EXHIBIT

1 OF 1

PARCEL No. 041

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 13, 7th District, Fayette County, Georgia and being more particularly described as follows:

Commencing at a point having State Plane Coordinates [West Zone] NAD83(2011) of North 1270782.05 and East 2190940.58 on the Right-of-Way Georgia Transmission Company which is also the Point of Beginning, Thence along the common property line of Fayette County and Lannis Gunter run North 46 Degrees 33 Minutes 46 Seconds West a distance of 55.36 feet to a point, Thence leaving said property line run North 68 Degrees 51 Minutes 25 Seconds East a distance of 295.62 feet to a point on the property common to Fayette County and Green Properties Partners thence along the common property line run South 00 Degrees 12 Minutes 25 Seconds West a distance of 53.68 feet to a point on the Right-of-way of Georgia Transmission Company, Thence along said Right-of-Way run South 68 Degrees 51 Minutes 25 Seconds West a distance of 252.31 feet to a point said point being the Point of Beginning; said tract containing 0.31 acres, more or less, all as shown on Georgia Power Company – Land Engineering Department Drawing titled Ashley Park-Creola 230kV Transmission line Crossing the Property of Fayette County, Georgia dated May 28, 2024

COUNTY AGENDA REQUEST

Page 345 of 370

Department: Legal

Presenter(s): Ali Cox, Asst. Attorney

Meeting Date: Thursday, October 23, 2025

Type of Request: New Business #24

Wording for the Agenda:

Consideration of Resolution 2025-09 to request that the Georgia General Assembly pass local legislation creating a new Board of Elections and Registration for Fayette County.

Background/History/Details:

If approved, Resolution 2025-09 will be presented to the Georgia General Assembly as part of the County's legislative package for consideration to amend the enabling legislation of the Board of Commissioners of Fayette County.

What action are you seeking from the Board of Commissioners?

Approval of Resolution 2025-09 to request that the Georgia General Assembly pass local legislation creating a new Board of Elections and Registration for Fayette County.

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 Not Applicable

Reviewed by Legal Yes

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

STATE OF GEORGIA

FAYETTE COUNTY

RESOLUTION

NO. 2025-__

A RESOLUTION OF THE BOARD OF COMMISSIONERS FOR FAYETTE COUNTY; TO REQUEST THAT THE GENERAL ASSEMBLY FOR THE STATE OF GEORGIA PASS LOCAL LEGISLATION CREATING A NEW BOARD OF ELECTIONS AND REGISTRATION FOR FAYETTE COUNTY; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND FOR OTHER PURPOSES.

WHEREAS, the Board of Commissioners for Fayette County (the “County”) is the duly elected governing authority for the County; and

WHEREAS, the Board of Commissioners has the authority to request the General Assembly for the State of Georgia to adopt local legislation pertaining to the Board of Elections of Fayette County, which was created by local legislation approved on March 24, 1994 (Ga. L. 1994, p. 3712); and

WHEREAS, the Board of Commissioners has determined it to be in the best interests of Fayette County and its citizens that legislation be adopted to abolish the existing Board of Elections for Fayette County and create a new Board of Elections and Registration for Fayette County; and

WHEREAS, GA. CONST. Art. 1, § 2, ¶ I states that “[a]ll government, of right, originates with the people, is founded upon their will only, and is instituted solely for the good of the

whole. Public officers are the trustees and servants of the people and are at all times amenable to them;” and

WHEREAS, GA. CONST. Art. 1, § 2, ¶ II states that “[t]he people of this state have the inherent right of regulating their internal government. Government is instituted for the protection, security, and benefit of the people; and at all times they have the right to alter or reform the same whenever the public good may require it;” and

WHEREAS, the Supreme Court of Georgia, in *Delay v. Sutton*, 304 Ga. 338 (2018), held that “private entities do not answer to the people as required by our constitution, [so] they are not authorized to wield the power to appoint public officials ...;” and

WHEREAS, Section 2 of Ga. L. 1994, p. 3712 provides that one member of the Board of Elections of Fayette County is to be appointed by the chairperson for the political party which received the highest number of votes within the county for its candidate for Governor in the general election preceding the appointment of the member and that one member of such Board is to be appointed by the chairperson for the political party which received the second highest number of voters within the county for its candidate for Governor at such election; and

WHEREAS, the Board of Commissioners has determined it is in the best interests of Fayette County and its citizens that legislation creating a new Board of Elections and Registration provide, among other things, for appointment of members to such Board in a manner consistent with the Georgia Constitution and the Supreme Court’s holdings, as set out above; and

WHEREAS, a draft of the local legislation requested by the Board of Commissioners is attached hereto as Exhibit “A” and made a part hereof by this reference.

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners for Fayette

County, Georgia, hereby requests that the General Assembly adopt local legislation repealing Gal L. 1994, p. 3712, abolishing the existing Board of Elections for Fayette County, and creating a new Board of Elections and Registration for Fayette County, as follows:

1.

As used in this Act, the term:

- (1) “Board” shall mean the Fayette County Board of Elections and Registration.
- (2) “County” shall mean Fayette County, Georgia.
- (3) “Election,” “elector,” “primary,” “public office,” “special election” and “special primary” shall have the same meanings as ascribed to those terms by Code Section 21-2-2 of the O.C.G.A., as amended, unless otherwise clearly apparent from the text of this Act.
- (4) “Governing authority of the county” shall mean the Board of Commissioners for Fayette County, Georgia.

2.

Pursuant to subsection (b) of Code Section 21-2-40 of the O.C.G.A., there is created a board of elections and registration for Fayette County which shall have jurisdiction over the conduct of primaries and elections and the registration of electors in such county in accordance with the provisions of this Act. Such Board shall be known as the Fayette County Board of Elections and Registration. The Board shall have the powers, duties and responsibilities of the superintendent of elections of Fayette County under Chapter 2 of Title 21 of the O.C.G.A., the “Georgia Election Code,” currently being exercised by the board of elections of Fayette County, and the powers, duties and responsibilities of the board of registrars of Fayette County under Chapter 2 of Title 21 of the O.C.G.A., the “Georgia Election Code,” also currently being exercised by the

board of elections of Fayette County.

3.

On July 1, 2026, the board of elections of Fayette County shall be relieved of all powers and duties to which the Board succeeds by the provisions of this Act. They shall deliver thereafter to the chairperson of the Board, upon his or her written request, custody of all equipment, supplies, materials, books, papers, records and facilities of every kind pertaining to such powers and duties. At such time, the board of elections of Fayette County shall stand abolished, and an Act providing a board of elections for Fayette County, as approved March 24, 1994, (Ga. L. 1994, p. 3712), shall stand repealed.

4.

(a) The Board shall be composed of five members, each of whom shall be an elector of the county and who shall be appointed by the governing authority of the county.

(b) The three members of the board of elections of Fayette County holding office on the effective date of this Act shall be appointed by the governing authority of the county to serve terms on the Board beginning July 1, 2026, and ending December 31, 2026, or until their respective successors are appointed and qualified. Their successors shall be appointed by the governing authority of the county to serve terms beginning January 1, 2027, and ending December 31, 2030. For the remaining two positions on the Board, the governing authority shall appoint members to serve terms beginning July 1, 2026, and ending December 31, 2028, or until their respective successors are appointed and qualified. The subsequent terms for all positions on the Board shall be for a four-year period, or until successors are appointed and qualified.

(c) No person who holds or qualifies as a candidate for elective public office shall be eligible

to serve as a member of the Board during their term of such office, and the position of any member of the Board shall be deemed vacant upon such member's qualifying as a candidate for elective public office.

5.

The appointment of each member shall be made by the governing authority of the county filing an affidavit with the clerk of the superior court stating the name and residential address of the person appointed and certifying that such member has been duly appointed as provided in this Act. The clerk of the superior court shall record each such certification on the minutes of the superior court and shall certify the name of each such appointed member to the Secretary of State and provide for the issuance of appropriate commissions to the members within the same time and in the same manner as provided by law for registrars.

6.

Each member of the Board shall be eligible to succeed himself or herself without limitation and shall have the right to resign at any time by giving written notice of his or her resignation to the governing authority of the county. Each member shall be subject to removal from the Board at any time, for cause after notice and hearing, in the same manner and by the same authority as provided for removal of registrars.

7.

In the event a vacancy occurs in the office of any appointed member before the expiration of his or her term by removal, death, resignation, or otherwise, the governing authority of the county shall appoint a successor to serve the remainder of the unexpired term as provided for in Section 4 of this Act. The clerk of the superior court shall be notified of interim appointments and record and certify such appointments in the same manner as the regular appointment of members.

8.

Before entering upon his or her duties, each member of the Board shall take substantially the same oath as required by law for members of a board of elections and registration. Each member of the Board shall have the same privileges from arrest as registrars.

9.

The Board shall be authorized and empowered to organize itself, elect its officers, determine its procedural rules and regulations, adopt bylaws and otherwise take such action as is appropriate to the management of the affairs committed to its supervision; provided, however, that no such action shall conflict with state law. Action and decision by the Board shall be by a majority of the members of the Board present at any meeting at which there is a quorum. The Board shall elect one of its members to serve as chairperson at the pleasure of the Board.

10.

The Board may hold regular meetings at such location as the Board may prescribe. All meetings of the Board of whatever kind shall be conducted pursuant to Chapter 14 of Title 50 of the O.C.G.A., relating to open meetings.

11.

With the consent of the governing authority of the county, the Board shall be authorized to expend public funds for the purpose of distributing sample ballots, voter information booklets and other material designed to inform and adequately instruct the electors of the county with regard to elections. No material distributed by the Board shall contain or express, in any manner or form, any commentary or expression of opinion or request for support with respect to any political issue or matter of political concern.

12.

- (a) The county administrator shall hire a full-time elections supervisor to administer and supervise the conduct of elections and primaries and the registration of electors of the county. The elections supervisor shall not be eligible to serve as a member of the Board. The elections supervisor shall be considered a county employee for purposes of pay, benefits, sick leave, vacation, termination of employment and other purposes. The elections supervisor shall be subject to direction, evaluation and corrective action by the county administrator.
- (b) The elections supervisor shall be the chief executive officer and shall generally supervise, direct and control the administration of the affairs of the Board pursuant to law and duly adopted resolutions of the Board. The Board shall fix and establish, by appropriate resolution entered on its minutes, directives governing the execution of matters within its jurisdiction.
- (c) The elections supervisor may recommend to the county administrator for employment such full-time and part-time employees as may be deemed necessary by the elections supervisor and as are approved in the annual budget adopted by the governing authority of the county. All such employees shall be considered county employees for purposes of pay, benefits, sick leave, vacation and other purposes in accordance with policies adopted by the governing authority of the county.

13.

The compensation of the chairperson and other members of the Board, the elections supervisor, clerical assistants and other employees shall be as fixed by the governing authority of the county. Such compensation shall be paid from county funds.

14.

The governing authority of the county shall provide the Board and the elections supervisor with

proper and suitable offices and equipment.

15.

The Board shall have the authority to contract with any municipality located within the county for the holding by the Board of any primary or election to be conducted within the municipality and to contract as otherwise necessary for conduct of an election; provided, however, that any such contract shall be approved and ratified by the governing authority of the county.

16.

- (a) For the purpose of making initial appointments to the Board, this Act shall become effective upon its approval by the Governor or upon its becoming law without such approval.
- (b) For all other purposes, this Act shall become effective on July 1, 2026.

SO RESOLVED this ____ day of _____, 2025.

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY, GEORGIA

By: _____
Lee Hearn, Chairman

(SEAL)

ATTEST:

Tameca P. Smith, County Clerk

Approved as to form:

County Attorney

FAYETTE COUNTY – BOARD OF ELECTIONS

No. __ (House Resolution No. __)

AN ACT

To create a board of elections and registration for Fayette County and to provide for its powers and duties; to define certain terms; to relieve a certain board and officers of certain powers and duties and provide for the transfer of certain items to the newly created board; to abolish a certain board and officers and to provide for the repeal of the local act related thereto; to provide for the composition of the board and the selection, qualification and terms of its members; to provide for oaths and privileges; to provide for meetings, procedures and vacancies; to provide for expenditures of public funds for certain purposes; to provide for an elections supervisor and the powers and duties of such elections supervisor; to provide for compensation of members of the board and personnel; to provide for offices and equipment; to provide for contracts; to provide for related matters; to provide for effective dates; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

As used in this Act, the term:

- (1) “Board” shall mean the Fayette County Board of Elections and Registration.
- (2) “County” shall mean Fayette County, Georgia.

- (3) “Election,” “elector,” “primary,” “public office,” “special election” and “special primary” shall have the same meanings as ascribed to those terms by Code Section 21-2-2 of the O.C.G.A., as amended, unless otherwise clearly apparent from the text of this Act.
- (4) “Governing authority of the county” shall mean the Board of Commissioners for Fayette County, Georgia.

SECTION 2.

Pursuant to subsection (b) of Code Section 21-2-40 of the O.C.G.A., there is created a board of elections and registration for Fayette County which shall have jurisdiction over the conduct of primaries and elections and the registration of electors in such county in accordance with the provisions of this Act. Such Board shall be known as the Fayette County Board of Elections and Registration. The Board shall have the powers, duties and responsibilities of the superintendent of elections of Fayette County under Chapter 2 of Title 21 of the O.C.G.A., the “Georgia Election Code,” currently being exercised by the board of elections of Fayette County, and the powers, duties and responsibilities of the board of registrars of Fayette County under Chapter 2 of Title 21 of the O.C.G.A., the “Georgia Election Code,” also currently being exercised by the board of elections of Fayette County.

SECTION 3.

On July 1, 2026, the board of elections of Fayette County shall be relieved of all powers and duties to which the Board succeeds by the provisions of this Act. They shall deliver thereafter

to the chairperson of the Board, upon his or her written request, custody of all equipment, supplies, materials, books, papers, records and facilities of every kind pertaining to such powers and duties. At such time, the board of elections of Fayette County shall stand abolished, and an Act providing a board of elections for Fayette County, as approved March 24, 1994, (Ga. L. 1994, p. 3712), shall stand repealed.

SECTION 4.

(a) The Board shall be composed of five members, each of whom shall be an elector of the county and who shall be appointed by the governing authority of the county.

(b) The three members of the board of elections of Fayette County holding office on the effective date of this Act shall be appointed by the governing authority of the county to serve terms on the Board beginning July 1, 2026, and ending December 31, 2026, or until their respective successors are appointed and qualified. Their successors shall be appointed by the governing authority of the county to serve terms beginning January 1, 2027, and ending December 31, 2030. For the remaining two positions on the Board, the governing authority shall appoint members to serve terms beginning July 1, 2026, and ending December 31, 2028, or until their respective successors are appointed and qualified. The subsequent terms for all positions on the Board shall be for a four-year period, or until successors are appointed and qualified.

(c) No person who holds or qualifies as a candidate for elective public office shall be eligible to serve as a member of the Board during their term of such office, and the

position of any member of the Board shall be deemed vacant upon such member's qualifying as a candidate for elective public office.

SECTION 5.

The appointment of each member shall be made by the governing authority of the county filing an affidavit with the clerk of the superior court stating the name and residential address of the person appointed and certifying that such member has been duly appointed as provided in this Act. The clerk of the superior court shall record each such certification on the minutes of the superior court and shall certify the name of each such appointed member to the Secretary of State and provide for the issuance of appropriate commissions to the members within the same time and in the same manner as provided by law for registrars.

SECTION 6.

Each member of the Board shall be eligible to succeed himself or herself without limitation and shall have the right to resign at any time by giving written notice of his or her resignation to the governing authority of the county. Each member shall be subject to removal from the Board at any time, for cause after notice and hearing, in the same manner and by the same authority as provided for removal of registrars.

SECTION 7.

In the event a vacancy occurs in the office of any appointed member before the expiration of his or her term by removal, death, resignation, or otherwise, the governing authority of the county

shall appoint a successor to serve the remainder of the unexpired term as provided for in Section 4 of this Act. The clerk of the superior court shall be notified of interim appointments and record and certify such appointments in the same manner as the regular appointment of members.

SECTION 8.

Before entering upon his or her duties, each member of the Board shall take substantially the same oath as required by law for members of a board of elections and registration. Each member of the Board shall have the same privileges from arrest as registrars.

SECTION 9.

The Board shall be authorized and empowered to organize itself, elect its officers, determine its procedural rules and regulations, adopt bylaws and otherwise take such action as is appropriate to the management of the affairs committed to its supervision; provided, however, that no such action shall conflict with state law. Action and decision by the Board shall be by a majority of the members of the Board present at any meeting at which there is a quorum. The Board shall elect one of its members to serve as chairperson at the pleasure of the Board.

SECTION 10.

The Board may hold regular meetings at such location as the Board may prescribe. All meetings of the Board of whatever kind shall be conducted pursuant to Chapter 14 of Title 50 of the O.C.G.A., relating to open meetings.

SECTION 11.

With the consent of the governing authority of the county, the Board shall be authorized to expend public funds for the purpose of distributing sample ballots, voter information booklets and other material designed to inform and adequately instruct the electors of the county with regard to elections. No material distributed by the Board shall contain or express, in any manner or form, any commentary or expression of opinion or request for support with respect to any political issue or matter of political concern.

SECTION 12.

- (a) The county administrator shall hire a full-time elections supervisor to administer and supervise the conduct of elections and primaries and the registration of electors of the county. The elections supervisor shall not be eligible to serve as a member of the Board. The elections supervisor shall be considered a county employee for purposes of pay, benefits, sick leave, vacation, termination of employment and other purposes. The elections supervisor shall be subject to direction, evaluation and corrective action by the county administrator.
- (b) The elections supervisor shall be the chief executive officer and shall generally supervise, direct and control the administration of the affairs of the Board pursuant to law and duly adopted resolutions of the Board. The Board shall fix and establish, by appropriate resolution entered on its minutes, directives governing the execution of matters within its jurisdiction.
- (c) The elections supervisor may recommend to the county administrator for employment such full-time and part-time employees as may be deemed necessary by the elections supervisor

and as are approved in the annual budget adopted by the governing authority of the county. All such employees shall be considered county employees for purposes of pay, benefits, sick leave, vacation and other purposes in accordance with policies adopted by the governing authority of the county.

SECTION 13.

The compensation of the chairperson and other members of the Board, the elections supervisor, clerical assistants and other employees shall be as fixed by the governing authority of the county. Such compensation shall be paid from county funds.

SECTION 14.

The governing authority of the county shall provide the Board and the elections supervisor with proper and suitable offices and equipment.

SECTION 15.

The Board shall have the authority to contract with any municipality located within the county for the holding by the Board of any primary or election to be conducted within the municipality and to contract as otherwise necessary for conduct of an election; provided, however, that any such contract shall be approved and ratified by the governing authority of the county.

SECTION 16.

- (a) For the purpose of making initial appointments to the Board, this Act shall become effective upon its approval by the Governor or upon its becoming law without such approval.
- (b) For all other purposes, this Act shall become effective on July 1, 2026.

SECTION 17.

All laws and parts of laws in conflict with this Act are repealed.

COUNTY AGENDA REQUEST

Page 362 of 370

Department: Legal

Presenter(s): Ali Cox, Asst. Attorney

Meeting Date: Thursday, October 23, 2025

Type of Request: New Business #25

Wording for the Agenda:

Consideration of Resolution 2025-10 to request that the Georgia General Assembly pass local legislation amending the compensation for the State Court Judge and Solicitor of Fayette County.

Background/History/Details:

If approved, Resolution 2025-10 will be presented to the Georgia General Assembly as part of the County's legislative package for consideration to amend the enabling legislation of the Board of Commissioners of Fayette County.

What action are you seeking from the Board of Commissioners?

Approval of Resolution 2025-10 to request that the Georgia General Assembly pass local legislation amending the compensation for the State Court Judge and Solicitor of Fayette County.

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 Not Applicable

Reviewed by Legal Yes

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

STATE OF GEORGIA

FAYETTE COUNTY

RESOLUTION

NO. 2025-__

A RESOLUTION OF THE BOARD OF COMMISSIONERS FOR FAYETTE COUNTY; TO REQUEST THAT THE GENERAL ASSEMBLY FOR THE STATE OF GEORGIA PASS LOCAL LEGISLATION AMENDING THE COMPENSATION FOR THE JUDGE AND THE SOLICITOR OF THE STATE COURT OF FAYETTE COUNTY; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND FOR OTHER PURPOSES.

WHEREAS, the Board of Commissioners for Fayette County (the “County”) is the duly elected governing authority for the County; and

WHEREAS, the Board of Commissioners has the authority to request the General Assembly for the State of Georgia to adopt local legislation pertaining to the State Court of Fayette County; and

WHEREAS, O.C.G.A. § 1-3-12(a) provides that any local law in effect as of July 1, 2025, that provides for a salary, supplement, or other compensation to be paid to a state, county, or local officer, official, or employee based on a percentage of, total compensation for, or similar mathematical relationship to any superior court judge’s salary, supplement, or other compensation shall be suspended as a matter of law with respect to any increase in the salary, supplement, or other compensation paid to a superior court judge during the term of such

suspension; and

WHEREAS, O.C.G.A. § 1-3-12(c) provides that the General Assembly may repeal or amend, in whole or in part, any local law that is suspended pursuant to subsection (a) described above, and any such repeal or amendment shall become effective in the time and manner stated in the law implementing such repeal or amendment, without regard to the suspension provided for in said subsection (a); and

WHEREAS, the local law creating the State Court of Fayette County (Ga. L. 1994, p. 4980, as amended, particularly by Ga. L. 2022, p. 5856), establishes the compensation for the judge and the solicitor of the State Court of Fayette County as a percentage of a superior court judge's salary; and

WHEREAS, the compensation provisions of the local law creating the State Court of Fayette County are suspended as of July 1, 2025, pursuant to O.C.G.A. § 1-3-12(a); and

WHEREAS, the Board of Commissioners requests that the General Assembly adopt a local law amending the compensation provisions of the local law creating the State Court of Fayette County, pursuant to O.C.G.A. § 1-3-12(c); and

WHEREAS, a draft of the local legislation requested by the Board of Commissioners is attached hereto as Exhibit "A" and made a part hereof by this reference.

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners for Fayette County, Georgia, hereby requests that the General Assembly adopt local legislation amending the compensation for the judge and the solicitor of the State Court of Fayette County as follows:

1.

(a) The judge of the State Court of Fayette County shall receive a base salary in an amount equal to \$175,844.82. Such base salary may be supplemented as provided by general and/or

local law. Such compensation shall be paid in equal monthly installments from the funds of Fayette County.

(b) In addition to the compensation provided for in subsection (a) of this section, the judge shall receive additional compensation in an amount equal to 5 percent of the amount provided for in subsection (a) of this section multiplied by the number of completed four-year terms of office served by the judge, provided that such terms have been completed after July 1, 2022. The additional compensation provided for in this subsection shall be effective for a particular judge on the first day of January following the completion of each such four-year term of office.

2.

(a) The solicitor of the State Court of Fayette County shall receive a base salary in an amount equal to \$154,605.20. Such base salary may be supplemented as provided by general and/or local law. Such compensation shall be paid in equal monthly installments from the funds of Fayette County.

(b) In addition to the compensation provided for in subsection (a) of this section, the solicitor shall receive additional compensation in an amount equal to 5 percent of the amount provided for in subsection (a) of this section multiplied by the number of completed four-year terms of office served by the solicitor, provided that such terms have been completed after July 1, 2022. The additional compensation provided for in this subsection shall be effective for a particular solicitor on the first day of January following the completion of each such four-year term of office.

SO RESOLVED this ____ day of _____, 2025.

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY, GEORGIA

By: _____
Lee Hearn, Chairman

(SEAL)

ATTEST:

Tameca P. Smith, County Clerk

Approved as to form:

County Attorney

FAYETTE COUNTY – STATE COURT; COMPENSATION AND SALARIES – JUDGES -
SOLICITORS

No. __ (House Resolution No. __)

AN ACT

To amend an Act creating the State Court of Fayette County, approved April 13, 1994 (Ga. L. 1994, p. 4980), as amended, particularly by an Act approved April 25, 2022 (Ga. L. 2022, p. 5856), so as to change the compensation of the judge; to change the compensation of the solicitor; to provide for related matters; to provide an effective date; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

An Act creating the State Court of Fayette County, approved April 13, 1994 (Ga. L. 1994, p. 4980), as amended, particularly by an Act approved April 25, 2022 (Ga. L. 2022, p. 5856), is amended by revising Section 17 as follows:

“SECTION 17.

- (a) The judge of the State Court of Fayette County shall receive a base salary in an amount equal to \$175,844.82. Such base salary may be supplemented as provided by general and/or local law. Such compensation shall be paid in equal monthly installments from the funds of Fayette County.

(b) In addition to the compensation provided for in subsection (a) of this section, the judge shall receive additional compensation in an amount equal to 5 percent of the amount provided for in subsection (a) of this section multiplied by the number of completed four-year terms of office served by the judge, provided that such terms have been completed after July 1, 2022. The additional compensation provided for in this subsection shall be effective for a particular judge on the first day of January following the completion of each such four-year term of office.”

SECTION 2.

An Act creating the State Court of Fayette County, approved April 13, 1994 (Ga. L. 1994, p. 4980), as amended, particularly by an Act approved April 25, 2022 (Ga. L. 2022, p. 5856), is amended by revising Section 21 as follows:

“SECTION 21.

- (a) The solicitor of the State Court of Fayette County shall receive a base salary in an amount equal to \$154,605.20. Such base salary may be supplemented as provided by general and/or local law. Such compensation shall be paid in equal monthly installments from the funds of Fayette County.
- (b) In addition to the compensation provided for in subsection (a) of this section, the solicitor shall receive additional compensation in an amount equal to 5 percent of the amount provided for in subsection (a) of this section multiplied by the number of completed four-year terms of office served by the solicitor,

provided that such terms have been completed after July 1, 2022. The additional compensation provided for in this subsection shall be effective for a particular solicitor on the first day of January following the completion of each such four-year term of office.”

SECTION 3.

This Act shall become effective upon its approval by the Governor or upon its becoming law without such approval.

SECTION 4.

All laws and parts of laws in conflict with this Act are repealed.

COUNTY AGENDA REQUEST

Page 370 of 370

Department:

Presenter(s):

Meeting Date:

Type of Request: #26

Wording for the Agenda:

Consideration of the approval to present the following Resolution in a Legislative Package to the Georgia General Assembly for consideration at its upcoming session: (A) Resolution 2025-09; New Board of Elections and (B) Resolution 2025-10; State Court Judge and Solicitor Compensation.

Background/History/Details:

The proposed Legislative Package consists of (A) Resolution 2025-09; New Board of Elections and (B) Resolution 2025-10; State Court Judge and Solicitor Compensation. to amend the enabling legislation of the Board of Commissioners of Fayette County.

What action are you seeking from the Board of Commissioners?

Approval to present the following Resolution in a Legislative Package to the Georgia General Assembly for consideration at its upcoming session: (A) Resolution 2025-09; New Board of Elections and (B) Resolution 2025-10; State Court Judge and Solicitor Compensation.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

**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: August 6, 2025

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

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

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

This project will consist of a traffic engineering report, environmental services, and concept design. Two intersection alternatives will be evaluated – a Roundabout and a Realignment of Ellison Road.

The realignment alternative will determine the need for turn lane improvements as well as if signalized control is warranted. The task order consists of three tasks for a not to exceed fee of \$76,390.85 (Attachment 1).

Specifics of the proposed Task Order are as follows:

Contract Name	#2018-P: Public Works Engineer of Record		
Task Order	#64: Sandy Creek Rd @ Ellison Rd – Concept Design		
Contractor	Pond & Company		
Not to Exceed Amt.	\$76,390.85		
Budget:			
Fund	322	2017 SPLOST	
Org Code	40220	ROAD SPLOST	
Object	541210	OTHER IMP	
Project	25TAB	SANDY CREEK & Ellison Rd	
Available	\$76,390.85	After July 24 th BOC approval is processed.	

Approved by: Date: 8/6/25

Place on County Administrator's Report? Yes No

On Agenda Dated: _____



3500 Parkway Lane, Suite 500
Peachtree Corners, GA 30092
T: 678.336.7740

June 27, 2025

Opportunity No. S251678

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

Re: ***Sandy Creek Road at Ellison Road – Concept Design
County PN 25TAB
Task Order #64
Fayette County, Georgia***

Pond & Company (Pond) is pleased to submit this proposal for transportation engineering services for the above project. The paragraphs below describe the professional services and fees to accomplish this work.

PROJECT UNDERSTANDING:

As part of the Fayette County Engineer of Record contract, Fayette County is seeking services to evaluate the intersection of Sandy Creek Road at Ellison Road to determine any environmental resources, existing and proposed operations, and intersection control and configuration. This project will consist of a traffic engineering report, environmental services, and concept design. Two intersection alternatives will be evaluated – a Roundabout and a Realignment of Ellison Road. The realignment alternative will determine the need for turn lane improvements as well as if signalized control is warranted.

PROFESSIONAL SERVICES:

The work in this proposal will consist of environmental services, traffic analysis, and concept design. Pond, along with our subconsultants (if applicable), will provide the design services necessary in completing the tasks as described herein for Fayette County.

Scope of Work

Task 1: Environmental Screening

Task 1A. Environmental Services – Pond will complete a preliminary Desktop Environmental Screening to identify potential resources or constraints within the project area. More specifically, Pond will conduct a thorough review of publicly available online data sources including, at a minimum:

Environmental:

- Georgia Department of Natural Resources (GADNR) Rare Species and Natural Community Data
- Georgia's Natural, Archaeological, and Historic Resources Geographic Information System (GNAHRGIS) Ecology Database
- Natural Resource Conservation Service (NRCS) Soils Maps
- United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) Tool
- USFWS National Wetlands Inventory
- U.S. Geological Survey (USGS) National Hydrography Dataset
- USGS National Land Cover Database
- USGS Topographic Maps

- USGS protected lands mapper
- Federal Emergency Management Agency (FEMA) National Flood Hazard Layer
- Georgia Environmental Protection Division (GAEPD) Hazardous Site Inventory
- Fayette County's Future Floodplain Layer (to be provided by the county)
- National Scenic and National Historical Trail
- America's Scenic Byways open-source map
- The Trust for Public Land- Land and Water Conservation Fund (LWCF) past projects map

Cultural:

- Current and Historic Aerial Photographs (multiple sources)
- GNAHRGIS Cultural Database
- Georgia Archaeological Site File
- National Park Service National Register of Historic Places

Deliverables for (Task 1)

- Environmental Screening Report (recommendations section will include any next steps required to satisfy NEPA requirements, if Federal Aid is received for any phase of the project)

Task 2: Traffic Analysis

Task 2A. Traffic Data Collection – Traffic data collection will be conducted by a traffic counting firm as a subconsultant to Pond. Please note that all traffic data collection will be performed when schools are in session, avoiding holidays. The following data collection program is proposed based on engineering judgement:

- 24-Hour Bi-Directional Volume and Classification Counts
 - Sandy Creek Road, e/o Ellison Road
 - Ellison Road, s/o Sandy Creek Road
- 13-Hour Turning Movement Count (TMC)
 - Sandy Creek Road at Ellison Road

Task 2B. Field Visit to Document Existing Conditions – Pond will complete a field visit to the intersection of Sandy Creek Road at Ellison Road to observe existing field conditions. Pictures will be taken to properly document the existing conditions, including geometry, sight distance, vehicle queuing, and speed limits. The intersection will also be reviewed to identify current deficiencies.

Task 2C. Traffic Analysis – Pond will analyze the traffic at the intersection of Sandy Creek Road at Ellison Road. A review of crash history will be completed utilizing GDOT's Numetric databases. Capacity analysis will be performed for the intersection using Synchro Software. This analysis will be performed for the AM and PM peak hours of the existing year, opening year, and design year. Analysis of the opening and design years will include a build (both alternatives – roundabout and turn lane improvement with/without traffic signal) and no-build condition. The Georgia Department of Transportation's (GDOT) Intersection Control Evaluation (ICE) Tool will be utilized to determine the potential improvements at the intersection stated above, as/if needed. Both Stage 1 and Stage 2 evaluation will be required. These alternatives will then be analyzed to determine recommendations.

PC Warrants will be utilized to complete a signal warrant analysis and evaluation for the intersection of Sandy Creek Road at Ellison Road. This will determine which warrants within the MUTCD are met, as well as consider the GDOT requirements for Peak Hour, 4-Hour, and 8-Hour warrant criteria.

Task 2D. Traffic Engineering Report – Pond will document the analysis results and recommendations in a Traffic Engineering Report.

- Pond will submit the TE Report to Fayette County for comment/approval. This task includes one meeting with the county to discuss the plans. We will respond to (1) round of comments and incorporate appropriate comments into the report.
- Pond will submit the TE Report to Fayette County in an electronic format (PDF). Pond will provide a hard copy of the submittal to the county upon request.

Deliverables for (Task 2)

- Traffic Engineering (TE) Report

Task 3: Concept Design

Task 3A. Base Mapping Setup – Pond will utilize available GIS information and aerial imagery to prepare the base mapping. This includes parcel data, roadway data, utility data, and contour/lidar information. This information will be overlaid on high-resolution aerial imagery.

Task 3B. Property Research and Resolution – Property research and resolution services will be performed by a sub-consultant and provided to Pond. The limits include approximately 1,000 LF along Sandy Creek Road (centered at the intersection), as well as approximately 600 LF along Ellison Road (centered at the intersection). These limits will be verified at field level accuracy to ensure accurate property and right-of-way data.

Task 3C. Concept Design – Pond will prepare (2) concept layouts to show the general improvement geometrics of the intersection alternatives (identified during Task 2) on available GIS data and aerial imagery (Task 3A). The concept layout will indicate the proposed improvements and potential impacts, including estimated property/right-of-way, utilities, etc. The alternative will consist of the following:

- Alternative 1 – Roundabout
 - This alternative will identify the horizontal geometric improvements needed for a single lane roundabout.
 - Evaluation will include swept path analysis of the design vehicle determined for this intersection, along with performance checks (i.e. fastest path analysis).
- Alternative 2 – Other Intersection Improvement(s) as identified in TE Report (Task 2).

Both alternatives will include the addition of multi-use paths, pedestrian crossings, and estimate of net increase of impervious area.

Task 3D. Cost Estimate – Pond will prepare a concept-level cost estimate for each of the concept layouts. Utility and property/right of way costs will be completed by others.

Task 3E. Fayette County Review – Pond will submit the concept layouts to Fayette County for comment/approval. This task includes (1) meeting with the county to discuss the plans. We will respond to (1) round of comments and incorporate appropriate comments into the plans.

Task 3F. Fayette County Assistance/Material Review – Pond will attend (1) Board of Commissioners (BOC) meeting to answer any questions. Pond will review press release prior to issue to community.

Deliverables (Task 3)

- Concept Layout (Both Alternatives)
- Cost Estimate (Both Alternatives)
- Electronic Files of all alternatives in .DGN Formats

Schedule

Pond has estimated that the tasks above can be completed within (8) months from approved notice to proceed with this project and completion of traffic data collection services. Please note that these time frames are dependent on review times.

ASSUMPTIONS:

The TE Report, conceptual layouts, and environmental report will be prepared as a locally funded project. Fayette County will provide any available GIS data (i.e. contours, parcels, etc).

Additional Environmental Assumptions are Stated Below:

- No environmental surveys are included- beyond a desktop analysis.
- Meetings, additional field visits, or additional reports, beyond those described above, are not included.
- All work is anticipated to be within the environmental survey area.
- This scope of work does not constitute a Phase 1 Environmental Site Assessment per ASTM standards.
- Pond will be given reasonable access to the property. If, after mobilization, property access is denied for reasons outside of Pond's control (such as landowner access issues, weather, fertilizer/pesticide or irrigation application, farming activities, etc.) and additional mobilizations are needed, these will be additional services outside of this scope.
- Written project deliverables will be allotted one round of comment and responses prior to acceptance as final.
- Professional surveys are not included. Coordination with project surveyors to locate and survey wetland flags is not included as boundaries will be field collected with sub-meter GPS.
- Fayette County will provide information pertaining to applicant and owner and will secure necessary signatures required as needed.
- Compliance services are not included.
- Local government development review and approval services are not included.
- Services not specifically included in the proposal, or material changes requested after professional services have commenced, will be considered additional/out of scope services, and will be approved via a contract change order prior to commencement of the additional work.

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

- | | |
|--|---|
| • Preliminary and Final Design | • Subsurface Utility Engineering (SUE) Services |
| • Additional Concept Alternatives | • Right-of-Way Plans |
| • Concept Design | • Landscape/Hardscape Plans |
| • GDOT Forecasting and Methodology Process | • GDOT Concept Report |
| • Traffic Analysis (Beyond Task 2) | • Additional Meetings |
| • Right-of-Way Plans | • MS4 Analysis/Documentation |
| • GDOT Coordination | • Erosion Control Plans/Inspection |
| • GDOT Plan Development Process (PDP) | • Environmental Studies |
| • Staging Plans | • Environmental Permitting |



3500 Parkway Lane, Suite 500
Peachtree Corners, GA 30092
T: 678.336.7740

- Utility Coordination
- Public Involvement
- Presentation(s)

PROFESSIONAL FEES:

Pond proposes to accomplish *Task 1* through *Task 3* for a not to exceed total fee of \$76,390.85.

The total fee is inclusive of labor, expenses, and direct costs. This project will be invoiced as Lump-Sum.

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

Sincerely,

POND & COMPANY

Richard Fangmann, PE, PTOE
Vice-President

Zach Puckett, PE, IMSA II
Project Manager

Fayette County
#2018-P EOR Contract

Sandy Creek Road at Ellison Road
Concept Design
Project Length 0 miles

SUMMARY BY PHASE

COST AMOUNT OF CONTRACT PROPOSAL
6/27/2025

	PHASE AMOUNTS
Phase 1 Environmental Screening	\$ 9,061.85
Phase 2 Traffic Analysis	\$ 15,462.00
Phase 3 Concept Layout	\$ 51,867.00
TOTAL DESIGN COST FOR ALL SEGMENTS	\$ 76,390.85



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

To: Steve Rapson

Through: Ted L. Burgess *TLB*

From: Sherry White *SW*

Date: August 11, 2025

**Subject: Contract #2018-P: Public Works Engineer of Record
 Task Order 65: 328 1st Manassas Mile Stockpile**

Fayette County entered into an Engineer of Record contract with Pond & Company to provide various engineering services for Public Works. The county has requested POND to assist you with conducting and environmental assessment, producing erosion and sediment control plans, and permitting for the fill material stockpile at the Fayette County Public Works facility at 1st Manassas Mile.

Fayette County has cleared an area at the Public Works Facility at 328 1st Manassas Mile and currently using it to stockpile fill dirt to be used on County projects (See Stockpile Area **Figure 1**). The County is requesting that Pond prepare Erosion & Sedimentation Control Plans for the disturbed area that is approximately 4 acres. Details of the scope of work is in the attached quote (Attachment 1). The not to exceed prices includes an estimated *Survey fee. Actual fee will be assessed following completion of Task I and a Design Team site visit.

Task I – Environmental Assessment and Permitting

A. Water Resource Delineation & Reporting \$11,150

B. USACE Jurisdictional Determination 10,400

C. GA EPD Surface Mining Permit Application 11,500

Task II – Limited Topographic Survey 15,000*

Task III – Erosion & Sediment Control Plans 19,500

Total Fee: \$67,550

Compliance Approved

Specifics of the proposed Task Order are as follows:

Contract Name	#2018-P: Public Works Engineer of Record
Task Order	65: 328 1 st Manassas Mile Stockpile
Contractor	Pond & Company
Task Order Amount	\$67,550.00

Placed on Administrator's Report? Yes No

Placed on Agenda Dated: _____

Budget:

Org Code	10040220	ROAD DEPT.
Object	521316	Technical Services
Project	NA	
Available	\$2,084,677.75 As of 8/8/2025	

Approved by: _____



Date: _____

8/11/25



3500 Parkway Lane, Suite 500
Peachtree Corners, GA 30092
T: 678.336.7740

August 4, 2025

Mr. Phil Mallon, PE
County Engineer
Fayette County Public Works
115 McDonough Road
Fayetteville, Georgia 30214
Phone: 770.320.6010
pmallon@fayettecountyga.gov

Re: 1st Manassas Mile Stockpile – Environmental Assessment and Erosion Control Project
328 1st Manassas Mile
Fayette County, Georgia

Dear Mr. Mallon,

Pond appreciates the opportunity to assist you with conducting an environmental assessment, producing erosion and sediment control plans, and permitting for the fill material stockpile at the Fayette County Public Works facility at 1st Manassas Mile.

PROJECT UNDERSTANDING AND APPROACH

We understand that Fayette County has cleared an area at the Public Works Facility at 328 1st Manassas Mile and currently using it to stockpile fill dirt to be used on County projects (See Stockpile Area **Figure 1**). The County is requesting that Pond prepare Erosion & Sedimentation Control Plans for the disturbed area that is approximately 4 acres. Pond conducted a site visit with County personnel on Tuesday July 1st, 2025. Based on the observations during that site visit Pond is also recommending an Environmental Assessment, limited topographic survey, and permitting of the facility as further described in the detailed scope of services below.

Figure 1 – Stockpile Area



The following describes the detailed scope of services.

DETAILED SCOPE OF SERVICES

I. ENVIRONMENTAL ASSESSMENT AND PERMITTING

A. Water Resource Delineation & Reporting

Pond scientists will complete an on-site identification of potential waters of the United States (WOTUS) within the ~53-acre Environmental Survey Boundary (ESB; **Figure 2**) that may be subject to Section 404 of the Clean Water Act (CWA) regulation. The ESB is entirely located on Parcel ID 0516 003, owned by Fayette County. The on-site delineation of WOTUS will be conducted in accordance with the 1987 Corps of Engineers Wetlands Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region (Version 2.0). Additionally, state waters and their associated 25-foot warm water stream buffers, as regulated by the Georgia Environmental Protection Division (GA EPD), will be identified and documented. Delineated resources will be flagged in the field and mapped using a survey-grade GPS unit capable of sub-meter accuracy. Representative data for jurisdictional WOTUS will be captured using the USACE Wetland Determination Data Form – Eastern Mountains and Piedmont Region. A general pedestrian survey of the potentially suitable protected species habitat will be conducted to ascertain the probability of the occurrence of threatened and endangered species on the site. During the pedestrian survey, general observations of the borrow pit activities and any associated sediment will be documented to understand the extent of the sediment plume. Field-collected GPS data of state-regulated buffers, streams, and wetlands will be processed and added to GIS mapping for the project site. Following the completion of the on-site water resources delineation, findings will be summarized in an Environmental Survey Report.

Deliverables will include an Environmental Survey Report, GIS mapping of delineated resources, and photographs. USACE Wetland Determination data forms will be completed (as needed) for **Task 2**. The environmental survey report will include a review of environmental permitting constraints and potential compensatory mitigation requirements.

B. USACE Jurisdictional Determination

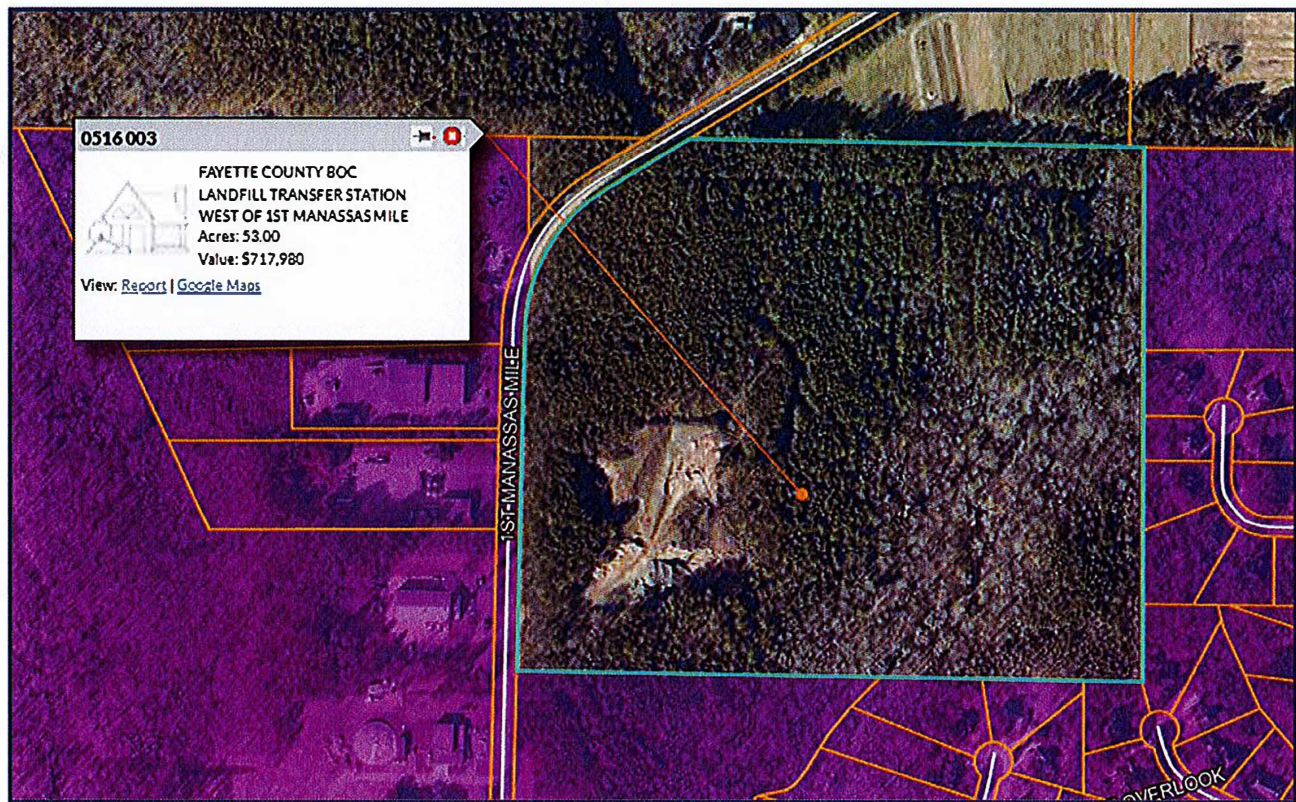
Following client review of the Environmental Survey Report, either a Preliminary or Approved Jurisdictional Determination Request, or Aquatic Resource Delineation Review (PJD/AJD/ARDR) package will be prepared and submitted to the USACE Savannah District for review and concurrence of delineated resources. The AJD, if selected, will identify the limits of waters on the project site determined to be jurisdictional under the CWA and provide written confirmation that the jurisdictional determination is correct and can be relied upon to withstand legal challenges for a period of five (5) years. A PJD or ARDR may be prepared as an alternative to the AJD if the jurisdictional status of water resources does not require challenging as non-jurisdictional. Coordination will be completed with the client ahead of initiating the USACE determination deliverable to confirm the recommended approach. The request will include the following forms:

- USACE Savannah District - Approved Jurisdictional Determination Form
- Appendix 1 – Preliminary Jurisdictional Determination Form (if selected)
- GIS Mapping of Waters within the Review Area
- USACE Wetland Determination Data Forms
- Supplemental Figures and Data (Soils, USGS, FEMA, NHD/NWI)
- One (1) Site Visit with USACE Representative, if required

C. GA EPD Surface Mining Permit Application

Any surface mining activity, including borrow pits exceeding 1.1 acres, requires a Surface Mining Permit from the GA EPD and the submission of supporting engineering documentation such as an erosion and sedimentation control plan and a reclamation plan. Pond will lead coordination with the GAEPD's Land Protection Branch to obtain the necessary permit. This effort includes compiling and documenting site-specific information, property ownership and land use consistency, applicable environmental permits, and the proposed mining and reclamation plans. Information collected during the Water Resource Delineation will inform the preparation of the permit application package. Pond will engage with GAEPD as needed to communicate the site's purpose and justification, facilitating an efficient review process. Please note that permitting timelines and approval requirements are determined solely at the discretion of the regulatory agency.

Figure 2 – Environmental Survey Boundary



II. LIMITED TOPOGRAPHIC AND RIGHT OF WAY SURVEY

- A. Pond will utilize available GIS information to establish baseline conditions with limited field run topographic survey where supplementation is needed. The fee provided in this proposal is an estimate and may be modified based on the results of the environmental assessment and civil engineering site visit.

- B. The topographic coverage will define the profile of the terrain using 2-foot contours, stream channel banks, streambed elevations, edge of water, and any other delineation locations determined in Task I.

III. EROSION AND SEDIMENT CONTROL PLANS

- A. Pond will collect available GIS information and create an Existing Conditions Plan to be used as a basis for preparing the Erosion & Sediment Control (E&SC) Plans
- B. Pond Civil Engineers will visit the site to observe the existing conditions, evaluate drainage patterns, observe existing erosion impacts at the site, and evaluate the need for additional limited field topographic survey.
- C. Pond will prepare (E&SC) Plans to be used for permitting and implementation in the field. Pond will submit 65-, and 95- percent completion phases to the County for review and comment. The E&SC Comments will be addressed for each completed phase submittal that fits within the scope of this proposal.
- D. The following general plan sheet format will be used:
 - 1. Cover Sheet;
 - 2. Notes, Legend, and Abbreviations;
 - 3. Existing Conditions Plan;
 - 4. Erosion and sedimentation control plans and notes;
 - 5. Construction details.

Assumptions and Conditions of Service:

1. Pond understands that the current use of the property may have resulted in unintended impacts to downstream water resources. This scope of work does not include corrective action plans or any such coordination with regulatory agencies. Support through addressing any environmental regulatory violations may be completed via a contract change order. Pond will coordinate with the client ahead of submittal to any agency to discuss the implications of our water resources delineation findings.
2. Specific protected species surveys are not included. If potentially suitable protected species habitat is identified during the water resource delineation, species-specific surveys may be required. If protected species surveys are deemed necessary, they may be completed via a contract change order.
3. No property access coordination is included. It is assumed the client would provide reasonable access to the property for the completion of the water resource delineation.
4. Pond will complete the water resource delineation within 6-weeks of notice to proceed.
5. USACE/GA EPD has communicated that standard review periods for submittals can no longer be met due to reduced staffing and workload. Pond will coordinate closely with the project's USACE/ GA EPD project manager to ensure the efficient agency review, to the extent practicable.
6. This scope excludes any permitting beyond those specifically described herein. This scope of work does not involve USACE Nationwide Permitting, GA EPD Stream Buffer Variance, or any other local, state, or federal permit beyond the GA EPD Surface Mining Permit.
7. This scope and fee does not include formal consultation associated with Section 7/Section 10 of the Endangered Species Act nor Section 106 of the National Historic Preservation Act.
8. A Phase I/II Environmental Site Assessment is not included in this scope.
9. Meetings, additional field visits, or additional reports, beyond those described, are not included.
10. This scope assumes all field survey efforts can be completed in one mobilization. Additional field mobilizations can be completed as a change order.
11. This proposed fee does not include permitting fees or mitigation costs.

12. Services not specifically listed, or material changes requested after professional services have commenced, will be considered additional/out-of-scope services and will be approved via a contract change order prior to the commencement of the additional work.
13. Significant changes in the proposed project limits may result in the need for additional surveys, reevaluation, or additional coordination and will be accounted for via a change order, if necessary.

FEES AND TERMS OF PAYMENT

Pond & Company proposes to complete the professional services specifically stated above for the fees listed below as a **Not to Exceed (NTE) Value** :

Task I – Environmental Assessment and Permitting	
A. Water Resource Delineation & Reporting	\$11,150
B. USACE Jurisdictional Determination	\$10,400
C. GA EPD Surface Mining Permit Application	\$11,500
Task II – Limited Topographic Survey	\$15,000*
<u>Task III – Erosion & Sediment Control Plans</u>	<u>\$19,500</u>
Total Fee:	\$ 67,550

***Survey fee is estimated. Actual fee will be assessed following completion of Task I and a Design Team site visit.**

We sincerely appreciate the opportunity of working with you and our continued association. Please do not hesitate to contact us with any questions or comments concerning this proposal, or if we may be of further service.

Sincerely,

Pond & Company



David M. Morgan, PE
Director of Civil Engineering – Site Development



Matthew Wilder, PLA
Vice President | Program Manager



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

To: Steve Rapson

Through: Ted L. Burgess *TB*

From: Colette Cobb *CC*

Date: July 23, 2025

Subject: Contract 2378-S: Water System Engineer of Record
Task Order 26-02: Ground & Surface Water Landfill Monitoring

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

This Task Order will authorize Arcadis to provide groundwater, surface water, and methane monitoring services as part of post-closure requirements for the Northside (construction & demolition waste) landfill and Southside (sanitary) landfills.

Specifics of the proposed task order are as follows:

Contract Name	2378-S: Water System Engineer of Record	
Contractor	Arcadis U.S., Inc.	
Task Order 26-02	Ground & Surface Water Landfill Monitoring	
Not to Exceed Amount	\$82,301.00	
Budget:		
Org Code	54040500	Solid Waste
Object	521320	Closure / Post Closure Expense
Available	\$82,966.00	As of 07/23/25

Approved by: *[Signature]* Date: 7/24/25



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

To: Steve Rapson

Through: Ted L. Burgess *TB*

From: Colette Cobb *CC*

Date: May 21, 2025

Subject: Contract 2533-S: Motorola (Spillman) Annual Maintenance

The computer aided dispatch (CAD) used by Fayette County allows Public Safety Agencies in Fayette County to track 911 calls, map emergency situations, and track dispatched units in real time. The County contracts with Motorola Solutions to maintain the 911 Center's CAD. This is an annual contract, coinciding with the County's fiscal year.

Due to its complexity and lengthy migration process for obtaining a new CAD system, the Department recommends contracting with Motorola for FY2026. Their quoted price is a 4.0% increase over Fiscal Year 2025 as follows:

	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026
	\$45,065.43	\$48,268.04	\$50,198.76	\$52,206.71	\$54,294.98	\$ 56,466.79	\$58,725.46
Increase		7.1%	4.0%	4.0%	4.0%	4.0%	4.0%

A contractor performance evaluation for previous work is attached (Attachment 1).

Specifics of the proposed contract are as follows:

Contract Name	2533-S: Motorola (Spillman) Annual Maintenance		
Contractor	Motorola Solutions		
Type of Contract	Annual		
Contract Amount	\$58,725.46		
Fiscal Year Difference	4% increase		
Budget:			
Org Code	21530800	911	
Object	522236	Software Maintenance	
Requested in FY26 Budget	\$58,750.00		

Approved by: *

Date:

*Note: Approval is conditional upon funds being budgeted and approved in Fiscal Year 2026 budget.

Place on County Administrator's Report? Yes No

On Agenda Dated: _____

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: Motorola Solutions, Inc.	Contract Number: 2442-S
Mailing Address: 1307 E. Algonquin Rd.	Contract Description or Title: Spillman Maintenance Agreement
City, St, Zip Code: Schaumburg, IL 60196	Contract Term (Dates) From: 7/1/2024 - Present
Phone Number: 801-902-1436	Task Order Number: n/a
Cell Number: 205-394-2085	Other Reference: for award of 2533-S FY26
E-Mail Address: billy.duncan@motorolasolutions.com	

DEFINITIONS

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

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

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

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

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

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

EVALUATED BY

Signature: <i>Katye Vogt</i>	Date of Evaluation: 03/28/25
Print Name: Katye Vogt	Department/Division: 911 Communications
Title: 911 Director	Telephone No: 770-320-6053



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 *AW for TB*

From: Colette Cobb *CC*

Date: September 3, 2025

Subject: Contract 2563-B: On-Call Annual Contract for Water Distribution and Stormwater Infrastructure
 Task Order 2: 10" Main - Kenwood Rd at Morning Creek Bridge

Shockley Plumbing, Inc. was awarded Contract 2563-B on July 24, 2025. During the term of this contract, task orders will be issued for Water System and Stormwater management projects as needed.

This Task Order will repair a 10" water main at Morning Creek Bridge. The break is at or near the bend where the water line turns away from the road. The actual break has not been seen. The water line is close to the road and approximately 12' deep. Traffic control will be needed.

Specifics of the proposed task order are as follows:

Contract Name	2563-B: On-Call Annual Contract for Water Distribution and Stormwater Infrastructure	
Contractor	Shockley Plumbing, Inc.	
Task Order 2	10" Main - Kenwood Rd at Morning Creek Bridge	
Not to Exceed Amount	\$69,432.00	
Budget:		
Org Code	50740400	Water System CIP
Object	542540	Water CIP
Project	8WTEX	Waterline Extensions
Available	\$359,222.88	As of 8/28/25

Approved by: *[Signature]* Date: 9/5/25



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

To: Steve Rapson

Through: Ted L. Burgess *TB*

From: Colette Cobb *CC*

Date: July 9, 2025

Subject: Contract 26007-S: Stryker Maintenance Agreement

The EMS Department uses Stryker stair chairs, LUCAS machines, Power Loads and Power Cots in their ambulances. This equipment is used to reduce stress on EMS personnel during emergency calls and medical transportation.

The ProCare Prevent Service Agreement includes Stryker support and service calls, parts, labor, and travel to Fayette County to repair the equipment. The Prevent service also includes comprehensive preventative maintenance programs and compliance documentation.

A Contractor Performance Evaluation for Stryker Medical is attached (Attachment 1).

Specifics of the proposed contract are as follows:

Contract Name	26007-S: Stryker Maintenance Agreement	
Contractor	Stryker Sales, LLC	
Total Contract Amount	\$54,424.27	
Budget:		
Org Code	27230600	EMS
Object	522230	Repair & Maintenance Service
Available	\$73,000.00	As of 07/09/2025

Approved by: _____

Date: _____

7/10/25

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: Stryker Medical	Contract Number: 2415-S
Mailing Address: PO Box 93308	Contract Description or Title: Stryker Maintenance Agreement
City, St, Zip Code: Chicago, IL 60673-3308	Contract Term (Dates) From: 7/2024-Present
Phone Number: 269-329-2100	Task Order Number: n/a
Cell Number: n/a	Other Reference: for award of 26007-S
E-Mail Address: dennis.ellard@stryker.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: 	Date of Evaluation: 07/09/2025
Print Name: Scott Roberts	Department/Division: Fire/EMS
Title: Asst. Chief	Telephone No: 770-305-5191

Page 2

Contract Number:

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)

[illegible]



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

To: Steve Rapson

Through: Ted L. Burgess 

From: Colette Cobb 

Date: September 4, 2025

Subject: Contract 26037-S Radio Transcription and Coaching Software

911 is seeking an easy integration of technology into their quality assurance (QA), training, and evolution process. This technology will offer solutions to the QA teams, supervisors and trainers to focus on coaching and training rather than administrative tasks. There are upcoming revisions in *APCO/NENA ANS 1.107.1.2015 - Standard for the Establishment of a Quality Assurance and Quality Improvement Program for Public Safety Answering Points*, (Attachment 1), that will establish the requirements needed for quality assurance.

911 was able to find two companies that offer the specific product; however, the other company Prepared, does not integrate with our phone system (Carbyne). Peachtree City and Fayetteville police requested a product to allow officers to listen to 911 calls while they respond. Prepared is not currently capable of receiving our calls/recordings from the phone system due to the encryption Carbyne uses. Carbyne would be required to develop a way to reduce their encryption to work with Prepared in that capacity or for our current proposal. That development fee would be the responsibility of Fayette County, adding to any cost of the Prepared product.

911 recommends awarding to GovWorx. A Contractor Performance Evaluation is not available since this is the first time contracting with GovWorx. 911 checked their references, and the responses were favorable.

Specifics of the proposed contract are as follows:

Contract Name	26037-S Radio Transcription and Coaching Software	
Contractor	GovWorx	
Contract Amount	\$56,000.00	
Budget:		
Org Code	21530800	911 Communications
Object	522236	Software Maintenance
Available	\$313,593.41	As of 09/4/25

Approved by: 

Date: _____

Place on County Administrator's Report? Yes No

On Agenda Dated: _____



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

September 19, 2025

GovWorx
600 17th Street
Suite 2800 S
Denver, CO 80202

**Subject: Contract 26037-S Radio Transcription and Coaching Software
Notice to Proceed**

The above-referenced contract has been duly executed and is attached. Your contact person for this project is Katye Vogt at (770) 320-6053 and Chet Ripka at (770) 320-6052.

Invoices should be submitted by email to accountspayable@fayettecountyga.gov or by U.S. Mail to:

Fayette County Finance
140 Stonewall Ave. W., Suite 101
Fayetteville, GA 30214

Attn: Accounts Payable , **PO 20260172**

Thank you for doing business with Fayette County. If you have any questions, please do not hesitate to contact Colette Cobb, Contract Administrator at 770-305-5115.

Sincerely,

Ted L. Burgess
Chief Procurement Officer

Attachment

AGREEMENT

Contract 26037-S Radio Transcription and Coaching Software

This Agreement made this 19th day of September, 2025 by and between Fayette County, Georgia (hereinafter called "Owner") and GovWorx. (hereinafter called "Contractor").

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will provide radio transcription and coaching software as described elsewhere in the contract for the amount of \$56,000.00. This is an automatically renewing contract, subject to the stipulations in the Term of Contract section of the General Terms and Conditions.
2. The term "Contract Document" means and includes the following:
 - a. This Agreement
 - b. General Terms and Conditions
 - c. Contractor's Quote
 - d. Contractor Affidavit under O.C.G.A. § 13-10-91 (b)(1)
 - e. Notice to Proceed

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Agreement on the date first above written.

OWNER:

Fayette County, Georgia

By: STEVE RAPSON, County Administrator

ATTEST (TO BE COMPLETED BY THE COUNTY):

Collette Cobb

Name: Collette Cobb
(Please Print)

Title: Contract Administrator



CONTRACTOR:

_____(L.S.)

BY: Scott MacDonald

Name: GovWorx, Inc.

Address: 600 17th Street Suite 2800S Denver CO 80202

Employer Identification Number: 92-2863976

GENERAL TERMS AND CONDITIONS
Contract 26037-S Radio Transcription and Coaching Software

1. **Definitions:** The term "contractor" as used herein and elsewhere in these Terms and Conditions shall be used synonymously with the term "GovWorx". The term "county" shall mean Fayette County, Georgia.
2. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest in the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

3. **Payment Terms and Discounts:** See GovWorx Terms of Service, Section 4.
4. **Contract Execution & Notice to Proceed:** After an award is made, and all required documents are received by the county, and the contract is fully executed with signature of both parties, the county will issue a written Notice to Proceed. The county shall not be liable for payment of any work done or any costs incurred by any responder prior to the county issuing the Notice to Proceed.
5. **Term of Contract:** See GovWorx Terms of Service - Section 2b.
6. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the county under the contract.
7. **Unauthorized Performance:** The County will not compensate the contractor for work performed unless the work is authorized under the contract, as initially executed or as amended.
8. **Indemnification:** The contractor shall indemnify and save the county and all its officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any damages, losses, or expenses to the

extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the contractor or other persons employed or utilized by the contractor in the performance of the contract. The contractor shall pay any judgment with cost which may be obtained against the county growing out of such damages, losses, or expenses.

9. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
10. **Termination for Cause:** See GovWorx Terms of Service, Section 5b.
11. **Termination for Convenience:** The county may terminate the contract for its convenience at any time with 10 days' written notice to the contractor. In the event of termination for convenience, the county will pay the contractor for services performed. The county will compensate partially completed performance based upon a signed statement of completion.
12. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
13. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in proper venue in Fayette County, Georgia.
14. **Insurance:** See GovWorx Terms of Service, Section 10.

TERMS OF SERVICE

10-11-2024

You agree that by placing an order through a GovWorx standard ordering document such as a “Quote”, “Order Form”, “SOW” or other document mutually agreed by the parties detailing the services, pricing and subscription term you agree to follow and be bound by the terms and conditions set forth herein, called “Order Form” in this document.

1. Provision of Services. Subject to the terms of this Agreement GovWorx hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the “Services”). Customer hereby acknowledges and agrees that GovWorx’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of date of signature on an applicable Order Form (Effective Date) unless otherwise indicated on the Order Form.
2. SaaS Subscription.
 - a) Subscription Grant. “SaaS Applications” means each proprietary GovWorx software-as-a-service application that may be set forth on an Order Form and subsequently made available by GovWorx to Customer, and associated components as described in any written service specifications made available to Customer by GovWorx (the “Service Specifications”). Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, GovWorx hereby grants to Customer a limited, non-exclusive, non-transferable, and non- sublicensable right to onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer’s internal, non-commercial purposes;(these rights shall collectively be referred to as the “SaaS Subscription”). “Authorized Users” means (1) Customer employees, agents, contractors, consultants (“Personnel”) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of GovWorx or its affiliates. In addition, you may not access the SaaS for any competitive purposes. You shall be responsible for each Authorized User’s access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
 - b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the “Initial Term”). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” and together with the Initial Term, collectively, the “Term”) unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule, unless otherwise specified on the Order Form..
3. Customer Responsibilities. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make

available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within GovWorx Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Payment Terms.

- a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of GovWorx's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. If any amount owing by Customer is more than 30 days overdue, GovWorx may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. Except as otherwise specifically stated in the Order Form, GovWorx may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term, unless otherwise specified in the Order Form..
- b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on GovWorx's net income or those exempt by applicable state law. Customer shall provide GovWorx with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon GovWorx's request therefor.

5. Term and Termination.

- a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.
- b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. GovWorx may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, GovWorx, or any third party. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other GovWorx Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to GovWorx under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement after expiration or termination of this Agreement GovWorx may remove Customer Data from GovWorx Services.

6. Maintenance; Modifications; Support Services.

- a) Maintenance, Updates, Upgrades. GovWorx maintains GovWorx' cloud and software infrastructure for the Services and is responsible for maintaining the GovWorx operation and GovWorx database security. GovWorx may periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying GovWorx software that GovWorx makes generally available to its customers of the same module.
- b) Support. Online support for the Services is available to Customer Monday through Friday, from 8:00 AM through 5:00 PM Central Time, excluding GovWorx holidays. Customer may submit a request for email support for the Services 24 hours a day, seven days a week, and the GovWorx support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.

7. GovWorx Intellectual Property. GovWorx shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by GovWorx including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of GovWorx and all proprietary rights embodied therein (collectively, the “GovWorx Intellectual Property”). This Agreement does not convey or transfer title or ownership of the GovWorx Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by GovWorx. Other than recommendation use or as required by law, all use of GovWorx trademarks must be pre-approved by GovWorx prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
8. Data Processing and Privacy.
- a) Customer Data. “Customer Data” shall mean all data that is owned or developed by Customer, whether provided to GovWorx by Customer or provided by a third party to GovWorx in connection with GovWorx’s provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by GovWorx. GovWorx Intellectual Property, including but not limited to the Services and all derivative works thereof, GovWorx Confidential Information, and Platform Data do not fall within the meaning of the term “Customer Data”. Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants GovWorx a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services.
- b) Platform Data. “Platform Data” shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. GovWorx shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges GovWorx may compile Platform Data based on Customer Data input into the Services. Customer agrees that GovWorx may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.
- c) Data Responsibilities.
- i) GovWorx will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by GovWorx personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for GovWorx to rely upon the security processes and measures utilized by GovWorx’s cloud infrastructure providers.
- ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. GovWorx will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services.
- d) Breach Notice. GovWorx will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a “Security Breach”) within 72 hours of GovWorx’s confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer’s policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
- e) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on GovWorx’s systems using the then existing features and functionality of the Services, GovWorx will, upon Customer’s written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by GovWorx, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, GovWorx will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and GovWorx disclaims all liability in connection with such determination. In addition, to the extent Customer requests that GovWorx retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, GovWorx

disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.

9. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that GovWorx is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. GovWorx makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. GovWorx may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits GovWorx to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, GovWorx will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
10. Insurance. GovWorx agrees, at its own expense, to maintain in full force and effect, the following insurance coverages with reputable insurers that are licensed to do business in the jurisdiction(s) where the Company operates.
 - a) General Liability Insurance: GovWorx shall carry a General Liability insurance policy(ies) with the following minimum limits: Each occurrence limit: One Million Dollars (USD \$1,000,000). General aggregate limit: Two Million Dollars (USD \$2,000,000).
 - b) Cyber and Data Risk Protection: The Company shall maintain Cyber and Data Risk insurance with minimum limits of: Each claim and/or event: One Million Dollars (USD \$1,000,000). Aggregate: One Million Dollars (USD \$1,000,000).
 - c) Proof of Insurance: Upon Customer's request, the Company shall provide certificates of insurance evidencing the coverages required by this section. Such certificates shall indicate that the Customer will be notified in the event of a cancellation or material change in the insurance policy(ies).
 - d) Additional Insured: Where applicable, and upon request, Customer may be named as an additional insured on the General Liability policy.
11. Nondisclosure.
 - a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. GovWorx Confidential Information includes the GovWorx Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
 - b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
 - c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
12. Representations, Warranties, and Disclaimers.
 - a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of

any court, governmental body or administrative or other agency having jurisdiction over it.

- b) Service Performance Warranty. GovWorx warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.
- c) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. GovWorx DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. GOVWORX DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT ANY ERROR WILL BE CORRECTED.
- d) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. GovWorx DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE GOVWORX SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH GOVWORX WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, GOVWORX CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, GOVWORX DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

13. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify GovWorx from and against any claim, demand, suit or proceeding made or brought against GovWorx (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.
- b) If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 12(a) and the indemnification provision included in Section 12 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.

- c) GovWorx Indemnity. If a third party makes a claim against Customer that any GovWorx intellectual property furnished by GovWorx and used by Customer infringes a third party's intellectual property rights, GovWorx will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by GovWorx.
- d) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

14. Limitations of Liability.

- a) Exclusion of Damages. To the maximum extent permitted by applicable law, in no event will either party be liable under or in connection with this agreement or its subject matter under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise, including for any: (a) loss of production, use, business, revenue, or profit or diminution in value; (b) impairment, inability to use or loss, interruption or delay of the services; (c) loss, damage, corruption or recovery of data, or breach of data or system security; (d) cost of replacement goods or services; (e) loss of goodwill, loss of business opportunity or profit, or loss of reputation; or (f) consequential, incidental, indirect, exemplary, special, enhanced, or punitive damages, regardless of whether such persons were advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose..
- b) Cap on Monetary Liability. Except for damages arising out of liability which cannot be lawfully excluded or limited, or customer's obligations to make payment under this agreement, the total aggregate liability of either party for any and all claims against the other party under this agreement, whether arising under or related to breach of contract, tort (including negligence), strict liability, or any other legal or equitable theory, shall not exceed the amount of all payments actually received by GovWorx from customer in connection with this agreement in the 12 month period preceding the date of the event initially giving rise to such liability. The existence of one or more claims will not enlarge the limit.

15. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to GovWorx requesting copies of documents maintained by GovWorx or otherwise requesting GovWorx to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse GovWorx for its out-of-pocket costs associated with compliance with such request, including but not limited to GovWorx's reasonable attorneys' fees.
16. Publicity. Unless otherwise provided in the applicable Order Form, GovWorx may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
17. Force Majeure. Except for Customer's payment obligations to GovWorx, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any **act, circumstance, event, impediment or occurrence** beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
18. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit GovWorx to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. GovWorx may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
19. General.
 - a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Colorado without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Denver, CO.
 - b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
 - c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) GovWorx at the address specified in the applicable Order Form.
 - d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind.
 - e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.
 - f) Assignment. Customer may not assign this Agreement without the express written approval of GovWorx. Any attempt at assignment in violation of this Section shall be null and void.
 - g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

GovWorx is pleased to provide this proposal for our CommsCoach solution.

As you are keenly aware, in recent years, 911 emergency communications centers have faced unprecedented challenges. Staffing crisis, the retirement or resignation of experienced call takers, dispatchers, and trainers, and the influx of new hires with varying levels of experience have all contributed to a dynamic yet demanding environment. This situation has created an urgent need for new solutions to help train and continually assess both new and seasoned telecommunicators alike.

To address these challenges, CommsCoach provides an easy integration of technology into the QA, training and evaluation process. By automating data gathering and AI-driven evaluation, our solution allows QA teams, supervisors and trainers to focus on coaching and training rather than administrative tasks. Just as companies across various industries leverage AI for evaluating performance and conducting simulations to train their teams, it is imperative that 911 supervisors and trainers receive the same level of support. By integrating AI-driven evaluations and realistic simulation tools, ECCs can enhance their training programs, ensure consistent and high-quality performance, and better prepare their staff to handle the complexities of emergency situations.

CommsCoach not only aids in bridging the experience gap but also empowers supervisors to focus on coaching and development, ultimately leading to more effective and resilient team of first, first responders

Automatic Evaluations:

With the capability to automatically evaluate 25%, 50%, or even 100% of calls, supervisors can gain comprehensive insights into their operations. Evaluations can be tailored by CAD incident type, disposition, and other critical parameters, ensuring that every aspect of a call is scrutinized for quality and adherence to protocols. Furthermore, supervisors have the flexibility to set specific evaluations for individuals based on identified areas of concern. This targeted approach not only enhances the overall performance but also allows for personalized coaching and development, addressing unique needs and improving the effectiveness of each call taker.

- **CommsCoach AI evaluates 911 audio calls, radio dispatch transmissions, and CAD data based on industry best practices, standards, and agency-specific criteria.**
- **These evaluations identify the strengths of certain staff members and highlight coaching opportunities for others.**
- **These evaluations remove the effort on the part of an overworked supervisory and training team. They run in the background and present results automatically.. In fact, it removes the manual work they have today, freeing up valuable time for supervisors and trainers to focus on more impactful tasks.**

Event #D-14799
January 1-th, 2024 2:15 am - 1 media elements
1 Personnel
J. Smith

Accurate determination of complaint or type
2 / 2

The call taker accurately captured the nature of the event as a fall. The caller reported that the daughter fell off a ladder, which is consistent with the CAD notes indicating a fall from 10-15 feet. My daughter was climbing up the ladder and fell and she's on the ground and I need some help here.

Verified incident location with the caller
2 / 2

The call taker asked for the address of the emergency and then asked the caller to repeat it for verification. 911 emergency, what's the address of the emergency?

Verified additional location information
- / 1

The call taker did not ask for or verify any additional location information such as a whether it was a single-family residence, business, apartment or other specific location details. My daughter was climbing up the ladder and fell and she's on the ground and I need some help here.

Caller's telephone number verified
2 / 2

The call taker asked for the phone number and then asked the caller to repeat it for verification. Okay, what's the phone number you're call from?

Accurate Caller Number entered
- / 1

The caller provided the phone number 702-948-4927 but the CAD field for the callNumber is empty.

[00:01:00:01] L. Henricksen
911 emergency, what's the address of the emergency?

[00:01:00:01] Speaker 01
2217 Canary Way.

[00:01:00:01] L. Henricksen
Okay, can you please repeat that for verification purposes?

[00:01:00:01] Speaker 01
2217 Canary Way.

[00:01:00:01] L. Henricksen
Okay, what's the phone number you're call from?

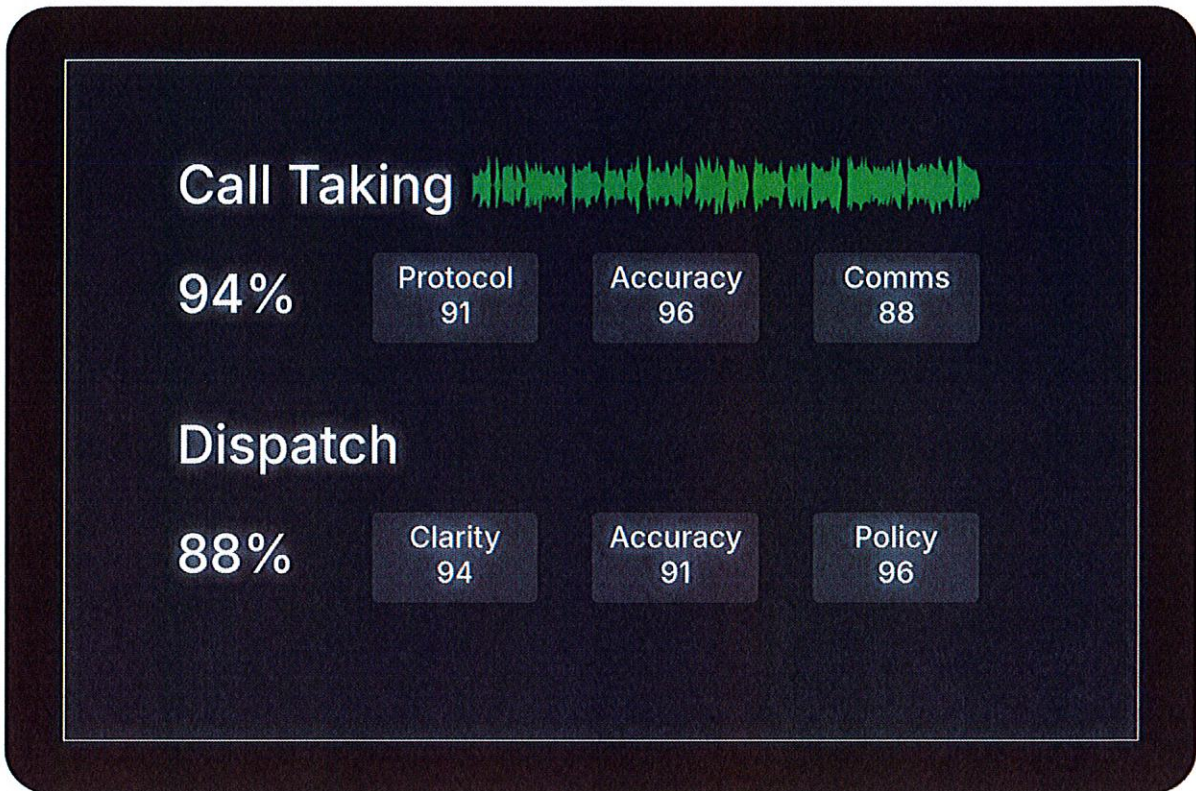
[00:01:00:01] Speaker 01
702-962-5433.

[00:01:00:01] Speaker 01
Please hurry.

AI Simulation Tool:

An AI simulation offers a vastly superior training experience compared to static simulators due to its dynamic, real-time reactions to the call taker's responses. Unlike static simulators that follow predetermined scripts, AI simulations adapt on the fly, presenting varied scenarios and emotional responses that closely mirror real-life emergencies. This interactive approach not only engages trainees more effectively but also helps them develop essential decision-making skills and adaptability, which are crucial for managing unpredictable situations. By providing a more realistic and immersive training environment, AI simulations better prepare call takers for the diverse challenges they will encounter on the job.

- The skill areas and data from your calls and evaluations are fed into an AI simulation tool that acts as a 911 caller, providing realistic, emotion-driven interactions with trainees.
- Trainees manage these simulations as if they were real calls, allowing for practical, hands-on experience.
- The same evaluations can be run over these simulations as with real calls, ensuring consistency in training and assessment.
- Simulations can be consumed in two ways:
 - **Post-Evaluation:** After completing an evaluation, simulations can be sent directly to trainees. This enables them to immediately act on feedback and improve specific areas identified during a real world assessment.
 - **On-Demand:** Simulations are accessible to anyone seeking to enhance their skills at any time. This flexibility allows trainees to practice and refine their abilities continuously, meeting their individual learning needs and schedules.



IT and Data Integration

Data and audio ingestion is one of the key first needs. CommsCoach consumes data from many CAD and Voice Logging systems. In most cases, no integration work is required by your CAD or Logging Recorder. We employ different patterns based on the vendor and only require minimal, short term involvement by an IT team to install our data agent or set up a secured FTP feed. Details on these requirements are found here:

[CommsCoach Data Integration](#)

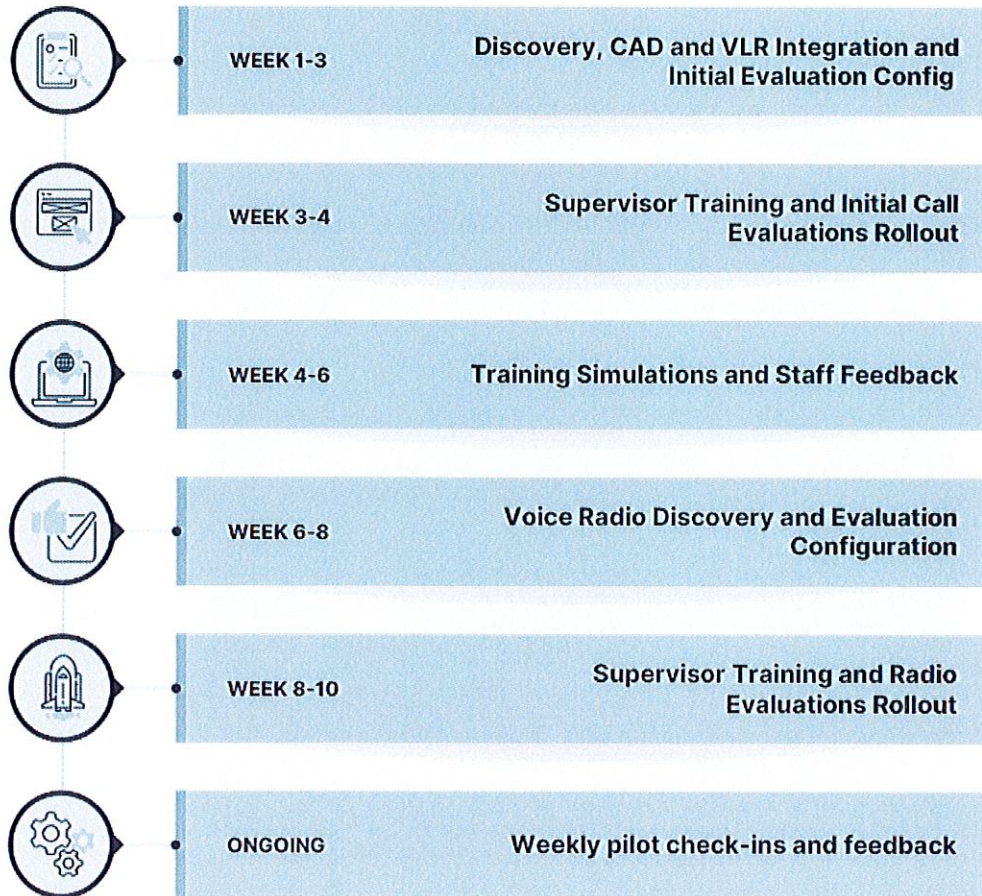
GovWorx takes security very seriously given the nature of the data being evaluated. To that end, we've employed the security controls for CJIS, HIPAA, and SOC 2 Type 2 audits. We also believe in transparency in our security posture. To that end, GovWorx has made its Trust Center available and can be accessed here:

[GovWorx Trust Center](#)

A sample timeline may look like this: But the goals and objectives of your agency

→ PROJECT TIMELINE

TIMELINE AND MILESTONES



Let's Get Started

We are thrilled at the prospect of working with you. We know that our expertise and your dedication to excellence make for a perfect accelerated service partnership.

Products & Services	Unit price	Price
screen, transcription, evaluation, and reporting of simulation results.		
Total Annual Subscription		\$56,000.00

Terms and Conditions

This form creates a binding contract on the parties. Unless otherwise agreed in a written agreement between GovWorx Inc. and Customer, this Quote (Order Form) and the services to be provided are subject to the terms and conditions set forth here, as of the date of signing:

[Terms of Use](#)

The Effective Date shall be the date of signature below unless otherwise defined in this order form or other agreement.

Signature

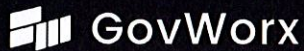
Signature


Signature


Date

Printed name

Download



Invoice

GovWorx Inc.

600 17th St, Suite 2800 South
Denver, CO 80202
United States
US EIN 92-2863976

Bill to

Leia Frye
Fayette County E9-1-1 (GA)
140 Stonewall Avenue West
Fayetteville, GA 30214

Invoice number INV-1170**Invoice date** July 8, 2025**Due date** July 8, 2025**Subscription Start Date** July 1, 2025**Subscription End Date** June 30, 2026**Total** **\$56,000.00**

PRODUCTS & SERVICES	QTY	UNIT PRICE	AMOUNT
CommsCoach Annual Subscription CommsCoach is an annual subscription for the single agency named on this sales order to the following modules of the product; Call and Radio Evaluations, Audio Transcription, Key Word Search, Review Queues, Shift Goals, Dashboards, Reports and Evaluator feedback. Also includes CommsCoach Simulation, which includes ability to create simulation scenarios from scratch or from real world events, a library of scenarios, data entry screen, transcription, evaluation, and reporting of simulation results.	1	\$56,000.00	\$56,000.00

Subtotal	\$56,000.00
Total	\$56,000.00

Comments**Download W9:**

<https://hubs.ly/Q02MPKqC0>

ACH Payments:

Beneficiary Name: GovWorx, Inc.,
Type of Account: Checking
Account Number: 202367927668
ABA Routing Number: 091311229

Bank Name: Choice Financial Group
4501 23rd Avenue S Fargo, ND 58104
or

Mail Checks to:

GovWorx, Inc.
600 17th Street, Suite 2800 South
Denver, CO 80202

All fees are listed in USD and are subject to sales tax (as applicable).

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(l)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the 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(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

2525394

Federal Work Authorization User Identification Number

Date of Authorization

GovWorx, Inc

26037-S Radio Transcription and Coaching
Software

Name of Contractor

Name of Project

Fayette County, Georgia

Name of Public Employer

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

Executed on 16, 2025 in Denver (city), CO (state).

Signature of Authorized Officer or Agent

Scott MacDonald CEO

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 16th DAY OF Sept, 2025.

Lyssa Fernanda Ibarra

NOTARY PUBLIC

My Commission Expires: 08/18/2029

LYSSA FERNANDA IBARRA
Notary Public
State of Colorado
Notary ID # 20254031393
My Commission Expires 08-18-2029