

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

November 13, 2025
2:00 p.m.

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

OFFICIAL SESSION:

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

PROCLAMATION/RECOGNITION:

PUBLIC HEARING:

1. Consideration of a change in ownership of a 2025 Retail Alcohol Beer and Wine License (M25-06074) for Sana Gorar, Ashnaz, LLC, doing business as County Land Country Store, located at 2708 Highway 92, Fayetteville, Georgia 30215.
(pages 4-28)

PUBLIC COMMENT:

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

CONSENT AGENDA:

2. Approval of the amendment and renewal of a contract between Fayette County and the Judicial Correction Services (JCS), LLC for probation supervision and rehabilitation services for Superior Court beginning January 1, 2026 and terminating December 31, 2026, with an option to renew for five (5) additional one-year terms. (pages 29-41)
3. 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 State Court beginning January 1, 2026 and terminating December 31, 2026, with an option to renew for five (5) additional one-year terms. (pages 42-43)
4. Approval of the placement of a historical marker at the Fayette County Old Courthouse in partnership with the Fayette County Community Remembrance Coalition (FCCRC) and the Equal Justice Initiative (EJI) to commemorate seven local citizens whose lives were taken in acts of racial violence. (pages 44-45)
5. Approval to add Eva Gardens subdivision to Fayette County's Street Light Program. (pages 46-48)

6. Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Heather Stewart, in the additional amount of \$610.73 for tax year 2024. (pages 49-50)
7. Approval of the 2026 County Commissioner Meeting schedule. (pages 51-54)
8. Approval of October 16, 2025 10 am Special Called Meeting Minutes (pages 55-57)
9. Approval of October 16, 2025 6 pm Special Called Meeting Minutes (pages 58-60)
10. Approval of October 23, 2025 Board of Commissioners Meeting Minutes. (pages 61-78)

OLD BUSINESS:

NEW BUSINESS:

11. Discussion, at the request of Chief Judge Scott Ballard, of the Superior Court Judges' compensation, pursuant to House Bill 85, and the request for a merit-based increase for Superior Court Judges' staff members. (pages 79-93)
12. Request to approve an agreement between Georgia Power Company and Fayette County for underground easement located at 340 Hewell Road, Jonesboro, Georgia 30238, (Parcel ID: 0540 041) in Land Lots 141, 172, 173, 180, 181, and 182 of the 5th District, to allow Georgia Power to install lines for the new viewing tower for the Tactical Driving Course Phase II Project. (pages 94-101)
13. Request to approve amendments to the Fayette County Code of Ordinance; Chapter 2-ADMINISTRATION; ARTICLE V. PURCHASES; SALES; DIVISION 2.-DEPARTMENT OF PURCHASING. (pages 102-117)
14. Request to approve amendments to the Fayette County Policies and Procedures; Policy 200.01; Operational Functions; Procuring Goods/ Services. (pages 118-130)
15. Request to approve Resolution 2025-12 to amend the minimum standards and Specifications for infrastructure for the Fayette County Water System. (pages 131-181)
16. Request to approve Ordinance 2025-05 to revise Article IV of Chapter 28, Fayette County Code of Ordinance establishing new provisions pertaining to cross connection control. (pages 182-193)
17. Request to reduce the amount payable to the Georgia Department of Transportation (GDOT) under contract PI 0013726 by \$221,681.22 to a revised contracted total of \$1,819,817.10 to be used for construction engineering and contract supervision of work at the intersection of State Route 54 and State Route 74. (pages 194-213)
18. Request to ratify Contract #26052-S; Emergency Water Line Improvements with CMES, the General Contractor for GDOT PI 0013726 Hwy. 54 and 74, in the amount of \$211,055.22. (pages 214-217)
19. Request to award Contract #2558-P, Elevated Water Storage Tank Maintenance for Fiscal Year 2026 to American Tank Maintenance, with a not-to-exceed amount of \$740,691 and to transfer \$54,691 to CIP 507-24WSG from CIP 507-20WSA. (pages 218-222)

20. Request to award Contract #2522-P Asset Management Software to AtkinsRéalis USA Inc., provider of the VUEWorks GIS-Based Asset Management System, in the amount of \$260,400.00, with the option to renew the contract by the County for four additional one-year renewal terms at \$39,900 a year and to reallocate \$10,430 from the General Fund Project contingency to CIP 37540250 522236 254A1. (pages 223-229)
21. Request to approve Resolution 2025-11 to amend and adopt the Fayette County 2025 Safe Streets and Roads for All Safety Action Plan. (pages 230-236)

ADMINISTRATOR'S REPORTS:

ATTORNEY'S REPORTS:

COMMISSIONERS' REPORTS:

EXECUTIVE SESSION:

ADJOURNMENT:

COUNTY AGENDA REQUEST

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Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of a change in ownership of a 2025 Retail Alcohol Beer and Wine License (M25-06074) for Sana Gorar, Ashnaz, LLC, doing business as County Land Country Store, located at 2708 Highway 92, Fayetteville, Georgia 30215.

Background/History/Details:

The applicant submitted an application to be reviewed and approved by county staff.

The applicant has met all requirements per the Fayette County Code of Ordinances.

The applicant has been approved by the following departments: Code Enforcement, Fire Marshal Office, and the Planning and Zoning Department.

There are no outstanding violations prohibiting this applicant from consideration before Board of Commissioners

What action are you seeking from the Board of Commissioners?

Approval of a change in ownership of a 2025 Retail Alcohol Beer and Wine License (M25-06074) for Sana Gorar, Ashnaz, LLC, doing business as County Land Country Store, located at 2708 Highway 92, Fayetteville, Georgia 30215.

If this item requires funding, please describe:

N/A

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:

Case Number: M25 - 06074

Alcoholic Beverage License Application

Fee Schedule

<u>Retail Package Sales</u> (Due at license issuance) ☐ Beer/Wine - \$1,000.00 ☐ Beer Only - \$750.00 ☐ Wine Only - \$400.00	<u>On-Premise Sales</u> (Due at license issuance) ☐ Spirits/Beer/Wine - \$2,500.00 ☐ Distilled Spirits - \$1,500.00 ☐ Beer/ Wine - \$1,000.00 ☐ Beer Only - \$750.00 ☐ Wine Only - \$400.00
<u>Alcohol Beverage Caterer</u> (Due at license issuance) ☐ Annual - \$250.00 ☐ Beer/Spirit/Wine - \$75.00 per event ☐ Distilled Spirits - \$50.00 per event ☐ Beer/Wine - \$25.00 per event	<u>Wholesaler</u> (Due at license issuance) ☐ Distilled Spirit - \$1000.00 ☐ Malt/Wine - \$250.00
<u>Other Fee</u> (Due with completed application) ☐ Administrative/Investigative fee - \$200.00 ☐ Fingerprint Fee - \$42.25	

Fees may be paid by cash (exact change only), card (a processing fee may be charged), or check.

Please return the complete application packet and corresponding documents to the:

Fayette County Marshal's Office
140 West Stonewall Ave.
Suite 205
Fayetteville, GA 30214
770-305-5417
(Tuesday and Thursday 8 am to 11 am)

Approved: _____ Not Approved: _____ Signature: _____ Date: _____

Supporting Documentation Check List

Please make sure all information requested is complete and included with the application packet before continuing to the departmental approval.

- ☒ Completed Application
- ☒ Certified Survey Showing a Scaled Drawing of Location Showing Distances Required by Ordinance.
- ☒ Copy of Property Deed or Lease
- ☐ Copy of State Alcohol License
- ☒ Copy of Georgia Secretary of State Registration

Departmental Approval for Alcohol Permits

Make sure to have the completed application and all required information before beginning the approval process.

1. Planning and Zoning Department - Suite 202 - 770-305-5421

Print Name: Maria Binns, Zoning Coordinator
 Reviewed By: Maria Binns Approved: ☒ Denied: ☐ N/A: ☐
 Date: 09/11/2025

2. Fire Marshal's Office - Suite 214 - 770-305-5414

Print Name: V. Piper
 Reviewed By: V. Piper Approved: ☒ Denied: ☐ N/A: ☐
 Date: 9-11-25

3. Marshal's Office - Suite 205 - 770-320-6070

Print Name: T. Pagan Fingerprints: ☒
 Reviewed By: [Signature] OTC: ☒
 Date: 10/08/25 Approved: ☒ Denied: ☐ N/A: ☐

Alcoholic Beverage Permit Application

1. Occupational Tax Number: _____

2. Trade name of the business for which license is applied:

Ashnaaz LLC

3. Business Name and Store Number: County Land country store

4. Business Street Address: 2708 Highway 92

City: Fayetteville State: GA Zip: 30215

5. Business Mailing Address: 2708 Highway 92

City: Fayetteville State: GA Zip: 30215

6. Business Phone Number: 678 593 5626

7. Business Email Address: CountyLand2025@gmail.com

8. Names and address of each person, firm, and corporation having any ownership interest in business and the amounts of such interest:

<u>Sana Gorar</u>	<u>USA</u>	<u>100%</u>
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Name	Residence	Interest

Name	Residence	Interest

Name	Residence	Interest

9. How much of the capital of this business is borrowed and from where?

Amount	Lender	Interest

Amount	Lender	Interest

10. Will this business be owned by the applicant as a sole proprietorship? Yes.

11. If this business will be owned in whole or in part by a partnership, list the names and addresses of all general partners.

Name	Residence	Interest
Sana Gorar	USA	100%

Name	Residence	Interest
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Name	Residence	Interest
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12. If this business is operated by a close corporation list names and addresses of all officers, directors, and stockholders, as well as the names and addresses of the permit holder and/or representative.

Name	Residence	Title
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Name	Residence	Title
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Name	Residence	Title
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13. If the business is operated by a corporation, other than a close corporation, list the name of the corporation, the address of the corporate office the name and address of the registered agent, and the name and address of the permit older and/or representative:

14. Has the applicant and/or licensee ever had its/his/her license to sell alcoholic beverages suspended during the past five years or revoked by any state or political subdivision hereof?

No

15. Is the applicant the owner of the building where business is to be conducted? No

16. Is the applicant the landowner of where the business is to be conducted? No

17. If the answer is no to either question, state whether you lease, sub-lease, and/or rent the building and whether you lease, or sub-lease the land or both. Lease

18. Has the applicant entered into an agreement or contract with either the owner or owners, leasers, or sub-leasers for either the building or land or both, which provides for the payment of rent on a percentage or profit-sharing basis? No

19. If the property is not owned by the applicant, state the full name and address of the owner of the building and land where the tourist accommodation will be conducted. State the name and address of all leasers and sub-leasers.

20. Name the manager of the business for which the application is filed and state how he/she is compensated.

<u>Sana Govar</u>	<u>USA</u>	<u>100%</u>
<i>Name</i>	<i>Residence</i>	<i>Interest</i>
<u>Through Profit</u>		

Compensation

21. Has any place of business engaged in the sale of distilled spirits, wine, or beer with which you have been associated ever been cited or charged at any time with any violation of Georgia law or federal law or municipal law, or any rule or regulation or ordinance concerning the sale of such products?

N/A

<i>Date</i>	<i>Authority Issuing Citation</i>	<i>Violation</i>	<i>Result</i>
<i>Date</i>	<i>Authority Issuing Citation</i>	<i>Violation</i>	<i>Result</i>
<i>Date</i>	<i>Authority Issuing Citation</i>	<i>Violation</i>	<i>Result</i>
<i>Date</i>	<i>Authority Issuing Citation</i>	<i>Violation</i>	<i>Result</i>

Licensee/Operator Information

1. Last Name Ghorar First Sana Middle Ramzan
2. List maiden name and all married names: Sana Mawrani
3. Age 43 Date of Birth 08/19/71 Social Security Number _____
4. Place of Birth City Karachi State Sindh Country Pakistan
5. US Citizen Yes ☒ No ☐ Alien Registration # _____
6. Date and Port of Entry _____
7. If naturalized, when? 03/24/2015
8. Business name to be permitted Ashnaz LLC
Business Address 2708 Highway 92
City Fayetteville State GA Zip 30215
9. Position at place of employment owner
10. Personal Telephone Number: _____
11. Personal Email Address: _____
12. Home Address: 1676 Stilesboro Ridge Dr NW
City: Kennesaw State: GA Zip: 30152
13. Mailing Address: Same as above
City: _____ State: _____ Zip: _____
14. Resident of Cobb County GA State
15. Is the above address your bona fide place of domicile? Yes
16. How long have you lived there? 3 months
17. If less than ten years, give your previous address and the length of time you resided at said address.
2654 Bartleson Dr NW (3 & half years)
Kennesaw GA 30152

Criminal History

Do not sign unless in the presence of a notary.

In the spaces provided below, list all convictions including pleas of nolo contendere, first offender, forfeiture of bond, etc., for any felony or misdemeanor, crimes of moral turpitude, gambling, sexual offenses, assault, battery, family violence, or illegal drugs within the five years prior to the date of application:

<i>Date of Offense</i>	<i>Place of Offense</i>	<i>Type</i>	<i>Disposition</i>
1.			
2.			
3.			

If additional space is required, attach a sheet with the additional offenses and information.

Under Georgia Criminal Code Section 16-10-20, any person who knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or device, makes a false, fictitious, or fraudulent statement or representation, shall, upon conviction, therefore, be punished by a fine of not more than \$1,000.00 or by imprisonment for not less than one year nor more than five years, or both.

I have read and understand that any falsehood or half-truth submitted in this application is a felony and will render me ineligible to receive an alcoholic beverage license in this County. I also understand that any falsehood or half-truth discovered by investigators during the term of this permit (which is one year from the date of the application) is grounds for its revocation and my subsequent prosecution.

I hereby authorize the Fayette County Marshal's Office to receive any criminal history record information pertaining to me which may be in the files of any state or local criminal justice agency in Georgia.

Signature of Applicant

Date

Sworn and subscribed before me this 12 day of JUNE, 2025.

Notary



Verification

Do not sign unless in the presence of a notary.

I, Sana Gorar, applicant, do solemnly swear, subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions in this application for a Fayette County Alcoholic Beverage License are true, and no false or fraudulent statement or answer is made therein to procure the granting of such permit.

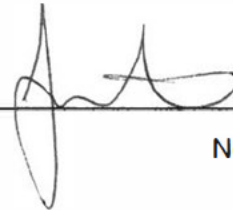


Applicant's Signature

I certify that the above signed has provided me with proper documentation as verification of his/her identity. I also certify that he/she signed his/her name to the foregoing application after stating to me that he/she knew and understood all statements and answers made therein, and under oath administered by me, has sworn that said statements and answers are true.

This: 12 day of: June, 2025

(Affix Seal)



Notary Public

Alcoholic Beverage Ordinance

- My signature acknowledges that I have read and understand the Fayette County Alcoholic Beverage Ordinance.
- It is my responsibility to know its content.
- This ordinance is strictly enforced.

Should you have any questions, please call this office at 770-305-5417.

A handwritten signature in black ink, appearing to be 'J. Smith', is written over a horizontal line.

Applicant's Signature



Fayette County Sheriff's Office

BARRY H. BABB
SHERIFF

Randall Johnson Law
Enforcement Center
155 Johnson Avenue
Fayetteville, Georgia 30214
(770) 461-6353
EMERGENCY: 9-1-1

AUTHORIZATION FOR RELEASE OF INFORMATION

I hereby authorize the Fayette County Sheriff's Office to receive any Georgia criminal history record information obtained through the Georgia Crime Information Center (G.C.I.C.) All information must be completely filled out.

Goran Sana Ramzan
LAST FIRST MIDDLE MAIDEN
1676 STILESBO RO RIDGE Dr Kennesaw GA 30152
STREET ADDRESS CITY STATE ZIP
[REDACTED] 1/1981 F [REDACTED]
DATE OF BIRTH SEX SOCIAL SECURITY NUMBER

RACE: ☐ AMERICAN INDIAN ☒ ASIAN ☐ BLACK ☐ WHITE

(Per GCIC/NCIC guidelines, only the above races will be accepted for Criminal History purposes by the Georgia Crime Information Center.)

Name the person and company/organization that will be receiving this information.

Please check N/A if this does not apply.

codeviolations@fayettecountygga.gov

Fayette County Marshal's Office

Name of Requestor

Name of Company/Organization

N/A

Please check all that applies:

- ☐ Employment/volunteer work with children (Purpose code 'W')
☐ Employment/volunteer work with elder care (Purpose code 'N')
☐ Employment/volunteer work with mentally disabled (Purpose code 'M')

One of the following must be checked:

☒ This authorization is valid for 90/180/ (circle one) days from date of signature.

☐ I, _____ give consent to the above named to perform periodic criminal history background checks for the duration of my employment with this company.

SIGNATURE

DATE

06/12/25

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 4/18/2025 10:33:23 PM

BUSINESS INFORMATION

CONTROL NUMBER	25079273
BUSINESS NAME	Ashnaz, LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	04/18/2025

PRINCIPAL OFFICE ADDRESS

ADDRESS	2708 Highway 92, Fayetteville, GA, 30215, USA
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REGISTERED AGENT

NAME	ADDRESS	COUNTY
Sana R. Gorar	2708 Highway 92, Fayetteville, GA, 30215, USA	Fayette

ORGANIZER(S)

NAME	TITLE	ADDRESS
Sana R. Gorar	ORGANIZER	2708 Highway 92, Fayetteville, GA, 30215, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Sana R. Gorar
AUTHORIZER TITLE	Organizer

Keep this part for your records.

CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

999999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 04-23-2025
EMPLOYER IDENTIFICATION NUMBER: 33-4742013
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
|||

ASHNAZ LLC
COUNTY LINE COUNTRY STORE
% SANA R GORAR SOLE MBR
2708 HIGHWAY 92 S
FAYETTEVILLE, GA 30215

COMMERCIAL REAL ESTATE LEASE CONTRACT

THIS COMMERCIAL REAL ESTATE LEASE CONTRACT (hereinafter referenced as "Lease"), is made effective the 1st day of May 2025, by and between **ARQISH ENTERPRISE LLC**, a Georgia limited liability company (hereinafter referenced as "Landlord"), and **ASHINAZ LLC** (hereinafter referenced as "Tenant").

WITNESSETH:

THAT, in consideration of the mutual covenants contained herein, the parties have agreed as follows:

1. **Premises.** Landlord, for and in consideration of the rents, covenants, agreements and stipulations contained herein, to be paid, kept, and performed by Tenant, has leased and rented, and by these presents does lease and rent unto said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the convenience store and gasoline station located on the property at **2708 HWY 92, FAYETTEVILLE, GA 30215** (the "Premises").

2. **Term of Lease.** The term of this Lease shall commence on the date hereof (the "Commencement Date") and shall continue on a year-to-year basis, automatically renewing on the anniversary of the start date unless either party gives written notice of termination at least 60 days before the end of the current lease term.

3. **Rental, Late Fees, and Security Deposit.**

3.1 **Rental.** Tenant agrees to cooperate to establish payment arrangements and to pay Landlord, by electronic funds transfer ("EFT") payments, or by such other means designated by Landlord in writing to Tenant, promptly on or before the first (1st) day of each month, Tenant shall pay Landlord an annual rent of \$126,000 payable in Monthly installments of \$10500 each month.

3.2 **Late Fees.** Tenant agrees to pay Landlord, promptly at the times and in the manner herein specified, all amounts due, without deduction, setoff, abatement, counterclaim, or defense. If any amount due is not received by Landlord on or before five (5) days following the date on which it is due, Tenant shall pay Landlord a late charge equal to five percent (5%) of the amount of such past due payment, notwithstanding the date on which such payment is paid to Landlord.

3.3 **Security Deposit.** As security for Tenant's prompt and full payment of the rent, and the faithful and timely performance of all provisions of this Lease, to be performed on Tenant's part, the Tenant shall pledge and deposit with Landlord \$_____, which shall be on the Commencement Date. It is acknowledged and agreed that Landlord is not establishing a separate account for such security deposit and such deposit may be commingled with other monies of Landlord. Further, Tenant shall not be entitled to interest, if any, on the security deposit. In the event any default shall be made in the performance of any of the covenants on the part of Tenant concerning any item or matter, Landlord shall have the right, but shall not be obligated, to apply said security deposit to the curing of such default. Any such application by Landlord shall not be a defense to any action by Landlord arising out of said default and shall be in addition to any other remedies available to Landlord as may be provided by law or this Lease; and, on demand, Tenant shall restore said security deposit to the full amount set forth. On the expiration or earlier termination of this Lease, or any extension or renewal thereof, provided Tenant has paid all of the rent herein called for and fully performed all of the other provisions of this Lease to be performed on its part, the Landlord will return to the Tenant any then remaining balance of said security deposit.

4. Utilities, Common Area Maintenance, and Taxes. It is the intent of the parties to create a true "Year-to-Year" lease to the Landlord.

4.1 Utilities. Tenant shall bear and pay all utility bills, including, but not limited to, water charges, sewer, gas, electricity, and telephone, for the Premises. Tenant shall also bear and pay all charges for garbage collection services or other sanitary services rendered to the leased Premises or used by Tenant in connection therewith. If Tenant fails to pay any of said utility bills, charges for garbage collection or other sanitary services, or other amounts due, Landlord may pay the same, and such payment may be added to the rent next due plus an administrative charge of fifty dollars (\$50.00).

4.2 Taxes. Tenant shall pay Tenant's Share (100%) of all taxes relating to the entire property. "Taxes" means all federal, state, local, governmental, special district and special service area taxes, charges, assessments and any other government charges, surcharges and levies, general and special, ordinary or extraordinary, including business license fees or charges (including interest thereon whenever same may be payable in installments) which Landlord shall pay or be obligated to pay arising out of the use, occupancy, management, repair or replacement of the premises, any appurtenance thereto or any property, fixtures or equipment thereon. Tenant shall pay monthly, as additional rent, one-twelfth (1/12th) of Tenant's Share of the real estate ad valorem Taxes. Tenant shall pay 100% of the personal property ad valorem taxes and any other taxes related to its business.

4.3 Property Insurance. Landlord shall at all times during the Term of this Lease procure and maintain in full force and effect a Property Insurance Policy on the entire property, the proceeds of which shall be payable to Landlord and any Landlord lender in accordance with their respective interests therein. Tenant shall pay for such expenses of said insurance. Tenant shall pay monthly, as additional rent, one-twelfth (1/12th) of Tenant's Share (100%) of the cost of such insurance.

4.4 Common Area Maintenance. Along with the Rent payment, Tenant covenants to pay its share (100%) (hereinafter referenced as "Tenant's Share") of all costs of maintaining, repairing, operating, and insuring the common areas and other portions of the property of which the Premises is part ("CAM Costs"). The term "CAM Costs" shall include, without limitation, the costs of repairing, replacing, and resurfacing all parking facilities, lots, and driveways. Tenant is solely responsible for the costs of repair and replacement of all canopies, pumps, and gasoline storage and dispensing equipment.

5. Use of Premises. The Premises is a convenience store and the retail sale of gasoline and other petroleum products only. The tenant or occupant shall be responsible for all licenses or permits associated with said use. The Premises shall not be used for any illegal purpose, nor in any manner so as to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises. Tenant shall not commit or allow any waste or nuisance upon the leased Premises, and shall maintain the Premises in a clean, neat, orderly, and attractive condition.

6. Operation of the Premises. This Lease is intended to be a year-to-year lease. Tenant shall: (1) keep the Premises, buildings, equipment, fixtures, restrooms, sidewalks, approaches, and driveways in good condition, and properly lighted, safe, sanitary, free of trash, rubbish, and other debris; (2) keep the approaches, driveways, and service areas uncluttered and free of parked vehicles, trailers, and other obstructions, including ice and snow, at all times; (3) not engage in or permit any illegal act or conduct on the Premises; (4) comply with all laws, ordinances, rules, or regulations of constituted public authority applicable to the use and occupancy of the Premises, use of the equipment and the conduct of the business; (5) keep the business adequately stocked with petroleum products and inventory normally sold at a convenience store; and (6) keep the business open for certain days of the week and hours, as required by the brand of motor fuel sold at the Premises or as directed by Landlord.

7. **Abandonment of Leased Premises.** Tenant agrees not to abandon or vacate the leased Premises during the period of this Lease and agrees to use said Premises only for purposes herein leased until the expiration or termination hereof. None of the equipment owned by the Landlord shall be removed from the Premises.

8. **Repairs and Maintenance.**

8.1 *Repairs and Maintenance by Tenant.* Landlord shall be under no obligation to inspect the Premises. Tenant affirms that Tenant has inspected the Premises and accepts the same in their present condition as suited for the intended use by Tenant "AS IS, WITHOUT WARRANTY". During the Term, Tenant shall, at Tenant's sole cost and expense, maintain in good order and repair the leased Premises, and all equipment, fixtures, and other improvements located upon the Premises.

8.2 *Repairs and Maintenance by Landlord.* It is acknowledged that the intent of this paragraph is for the Landlord to have no duty to repair or maintain any portion of the Premises or property, equipment, fixtures, or other improvements located thereon whatsoever.

8.3 *GUST Fund.* Tenant agrees to indemnify, defend, and hold Landlord harmless from all clean-up costs, personal injury, death or property damage claims, and fines or penalties which arise out of or are related to the leakage of petroleum products during the Term of the Lease. Further, Tenant agrees to participate in the GUST Trust Fund and take all actions necessary to maintain eligibility thereunder. Tenant shall be liable for the deductible under the GUST Trust Fund, and any expenses related to assessment or remediation for any releases prior to the commencement date and during the Term.

8.4 *Record Keeping.* Tenant agrees to provide to Landlord, upon demand, or at a minimum, at least annually, copies of all leak detection or other compliance records. Tenant shall maintain such records for a minimum of three (3) years.

9. **Environmental/Soil Compliance.** Tenant shall comply with all environmental laws, rules and regulations pertaining to the operation of the business on the Premises, including all of the requirements pertaining to repair, maintenance and upkeep of leak detection, cathodic protection, and other regulatory compliance issues associated with the use of the underground storage tanks, lines and dispensers. Tenant shall employ and pay for Fall Creek Management Group or a similar company to ensure ongoing UST and GUST compliance.

10. **Destruction of or Damage to Premises.** Tenant shall give immediate written notice to Landlord of any damage to the Premises caused by fire or other casualty, and Landlord shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the Premises. Notwithstanding the foregoing, in the event that: (i) the building in which the Premises is located shall be destroyed or substantially damaged by casualty not covered by standard fire or extended coverage insurance; (ii) Landlord shall not have actual and unconditional receipt of the insurance proceeds payable in connection with such damage and destruction; or (iii) there shall be less than two (2) years remaining in the then existing Term, or any extension or renewal thereof, then, in any of such events, Landlord may elect either to terminate this Lease or to proceed to rebuild and repair the Premises. Landlord shall give written notice to Tenant of such election within ninety (90) days after the occurrence of such casualty. Landlord's obligation to rebuild and repair the Premises under this paragraph shall, in any event, be limited to restoring the Premises to substantially the same condition as existed prior to the casualty and not to any of Tenant's improvements or alterations. Tenant agrees that promptly after the completion of such work by Landlord, Tenant will use its best efforts, at its sole cost and expense, to restore Tenant's improvements or alterations to substantially the same condition as existed prior to the casualty. Tenant hereby waives,

releases, and relinquishes any and all claims against Landlord for any compensation or damage for loss of use of all or any part of the Premises or for any inconvenience or annoyance occasioned by any such damage, destruction, repair, or restoration of the Premises.

11. **Indemnification of Landlord Against Loss or Claim.** For and during the Term of this Lease, Tenant shall protect, indemnify, defend, and save harmless Landlord from and against all claims, demands, liability, losses, or costs, whether from injury to persons or loss of life or damage to property occurring on or within the Premises and arising in any manner, directly or indirectly, out of the use and occupancy of the Premises by Tenant. Tenant shall, at Tenant's expense, provide and keep in force for the benefit of Landlord comprehensive general liability insurance covering the Premises and the business to be operated thereon, in which insurance policy or policies Landlord, as well as Tenant, shall be named as an insured. The said policy or policies of insurance shall provide for limits of liability for bodily injury of not less than \$2,000,000.00 single limit coverage for each accident or occurrence, and not less than \$500,000.00 for property damage. Said policy shall include any "dram shop" or liquor liability coverage in the event the Tenant sells alcoholic beverages at the Premises. Tenant shall furnish to Landlord evidence of such insurance within fifteen (15) days of the date hereof and at such other times as Landlord may require. Tenant shall defend, indemnify, and save harmless Landlord from and against all claims, demands, liabilities, losses, or costs to which Landlord may be subjected to, or by reason of any person, firm, or corporation seeking to hold or holding Landlord liable or in any way responsible for the debts or obligations incurred in any manner in connection with the conduct and operation of the business conducted on the Premises. In addition, Tenant shall maintain Workers' Compensation coverage and all other coverage required by contract, regulation, or law.

12. **Governmental Orders.** Tenant agrees that, at Tenant's own expense, Tenant will promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of said Premises.

13. **Condemnation.** If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, are condemned by any legally constituted authority for any public use or purposes, then, in either of said events the Term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. The landlord shall be entitled to all the condemnation award.

14. **Assignment and Subletting.** Tenant shall not assign, sublease, or enter into a management agreement of any kind.

15. **Default.** It is agreed that in the event Tenant shall default in the payment of rent, including additional rent herein reserved, and fails to cure the rental default within ten (10) days of written notice, or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the payment of rent, and fails to cure such event(s) of default within twenty (20) days of written notice; or if a petition for voluntary or involuntary bankruptcy or reorganization under the Bankruptcy Act is filed as to Tenant; or if a receiver is appointed for Tenant's property; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be reduced, or payment thereof deferred; or if Tenant makes an assignment for the benefit of creditors; or if Tenant's effects should be levied upon or attached under process against Tenant; Landlord, at its option, may, (i) terminate this Lease by written notice to Tenant whereupon this Lease shall terminate immediately and possession of the Premises shall immediately be returned to Landlord; (ii) not terminate this Lease and enter the Premises and take possession thereof and relet the Premises or any portion thereof on such terms as Landlord deems appropriate; or (iii) pursue separately or concurrently, any and all other remedies allowed by law or in equity. Any rent from any reletting shall be applied to any indebtedness other than rent owing to the

Landlord, second to the Landlord's attorney's fees and brokerage fees and other expenses of exercising its rights, and third, to the rent due. Tenant agrees to pay any deficiency upon demand by Landlord. In no event shall Landlord have to provide notice of default for rental default more than once (1x) in any twelve (12) month period.

Any notice provided in this paragraph may be given by the Landlord or its attorney. Upon Lease termination by Landlord, Tenant will at once surrender possession of the Premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the Premises and repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry, detainer, or other tort. If Tenant refuses to surrender possession immediately, Landlord may institute appropriate legal proceedings, and Tenant agrees that Landlord may obtain injunctive relief for removal of Tenant, should Tenant's leasehold become subject to cancellation hereunder.

It is expressly agreed that no termination of this Lease as the result of Tenant's default or breach shall have the effect of releasing Tenant from its obligation to pay the full rent due for the entire period of the then existing Term.

16. **Mortgagee's Rights.** Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt, which is now, or may hereafter be, placed upon the Premises by Landlord.

17. **No Estate in Land.** This contract shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of the Landlord. Tenant's interest in the Premises is possessory only, and personal to Tenant, and is not subject to levy or sale, nor assignable by Tenant except by Landlord's consent.

18. **Service of Notice.** Any notices to the Tenant required under this Lease shall be sent by certified mail or overnight delivery to the Premises. Any notices to Landlord required under this Lease shall be sent by certified mail or overnight delivery to Arqish Enterprise LLC, 5900 Waterscape Pass, Hoover, AL 35244.

19. **No Waiver of Rights.** All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, including those rights given by law. No failure of Landlord to exercise any power given to Landlord hereunder, or to insist upon strict compliance by Tenant with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. Each party has had the opportunity to be represented by counsel and negotiate this Lease. This Lease shall not be interpreted against either party as the drafter. Tenant could conduct any appropriate due diligence and accepts the Premises, business, and equipment, if any, based on Tenant's inspection.

20. **Licenses and Permits.** During the Term, Tenant shall be responsible to obtain and maintain, at Tenant's sole cost and expense, Tenant's own licenses and/or permits required to operate such a business upon the Premises, including, but not limited to any necessary beer/wine, liquor, lotto, and COAM licenses. Tenant agrees to acquire from the appropriate authorities, and agrees to maintain, any required and/or necessary permits, licenses and/or qualifications, prior to: (i) operating Tenant's business upon the Premises; and/or (ii) making any improvement, modification or other change to the Premises (said improvement, modification or change may require the prior written consent of Landlord). Tenant shall be responsible for all obligations, claims, and debts of the business upon the Premises arising during the Term. Tenant agrees to indemnify and hold Landlord harmless from all losses, claims, damages, or assessments, including attorney's fees and costs, incurred by Tenant or the business operated upon the Premises, for any citation/violation of any permit or license.

21. **Alterations.** Tenant shall not make any alterations, additions, or improvements to the Premises costing greater than \$10,000.00, without Landlord's prior written consent. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this paragraph upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free from any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions, or improvements (whether or not made with Landlord's consent) at the termination of this Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions, and improvements that Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery or equipment.

22. **Attorney's Fees.** In the event of litigation arising out of this Lease, the prevailing party shall be entitled to recover all its reasonable attorney's fees and costs associated therewith.

23. **Legality of Agreement.** This Lease may be executed in several counterparts, each of which shall be enforceable as an original. In the event any portion or portions of this Lease are declared unconstitutional, illegal, void, or of no force and effect, the balance of this Lease shall remain in full force and effect and enforceable as a binding contract.

24. **Entire Agreement.** This Lease represents the complete understanding between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Lease may be amended only by a written instrument signed by both parties. No requirement, obligation, remedy, or provision of this Lease shall have been deemed to have been waived, unless so waived expressly in writing.

25. **Successors and Assigns.** This Lease and all warranties, representations, and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and permitted assignees, where the contract requires or permits.

26. **Choice of Law/Venue.** This Lease shall be governed by and construed under the laws of the State of Georgia without any presumption or rule requiring construction against the party causing such Lease to be drafted. The exclusive venue for any legal action, claim, suit, dispute, or matter arising out of or relating to this Lease or any documents to be executed pursuant to this Lease by any of the parties hereto shall be Gwinnett County, State of Georgia.

27. **Special Stipulations.** Insofar as the following stipulations conflict with any of the foregoing provisions, the following shall control:

27.1 **Supply Agreement.** It is acknowledged and agreed by Tenant that there is a current fuel supply agreement in effect at the Premises. Tenant agrees to fully comply with all brand/jobber duties and obligations to maintain the brand and delivery of fuel at the Premises. Tenant agrees to fully comply with the terms and conditions of the fuel supply agreement and shall not be authorized or permitted to enter into any new fuel supply agreement or alter the terms of the existing fuel supply agreement without the prior written consent of Landlord.

27.2 **Landlord Equipment.** Landlord retains title and ownership to all trade fixtures, apparatus and equipment located upon the Premises on the commencement of this Lease, including but

not limited to all storage tanks, pumps, dispensers, piping, signage and self-service equipment, heating and cooling systems, walk-in coolers, and electronic monitoring equipment, all of which shall remain the property of the Landlord and shall not, without the prior written consent of Landlord, be removed at any time by Tenant.

27.3 *Lease termination.* Tenant specifically acknowledges and further agrees that in the event this Lease is terminated, any of Tenant's inventory, trade fixtures, equipment or improvements that are not, or cannot be removed by the other provisions of this Lease within twenty-four (24) hours of the date of such termination, shall become the sole and entire property of Landlord, and Landlord shall have no obligation to reimburse Tenant for any cost or expenses that Tenant may suffer by the abandonment thereof. Nothing contained herein shall relieve or release Tenant from its responsibility to repair all damage to any of the Premises caused by the removal of fixtures.

27.4 *Repairs.* Tenant accepts the Premises in "AS IS, WITHOUT WARRANTY" condition.

27.5 *COAM Agreement.* It is acknowledged and agreed by Tenant that there is a current COAM agreement in effect at the Premises for a period of 7 years. Tenant agrees to fully comply with all duties and obligations to maintain the COAM's at the Premises and comply with all the terms of the current COAM Contract.

28. **USA Patriot Act.** Tenant represents to Landlord that: (i) neither Tenant nor any person or entity that directly owns a ten percent (10%) or greater equity interest in the business nor any of its officers, directors or managing members is a person or entity (each, a "Prohibited Person") with whom U.S. persons or entities are restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under Executive Order 13224 (the "Executive Order") signed on September 24, 2001, and entitled "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action; (ii) that Tenant's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001, or the regulations or orders promulgated there under (as amended from time to time, the "Money Laundering Act"); and (iii) that throughout the term of this Lease, Tenant shall comply with the Executive Order and with the Money Laundering Act.

29. **Additional Provisions.**

29.1 *Acknowledgement of Risks.* Without limiting the other terms and conditions of this Lease, Tenant specifically acknowledges and further agrees that: (i) There are inherent risks in the operation of a business at the Premises and Tenant is willing and able to bear such risks, including, without limitation, the loss of any investment in the Premises or such business upon termination of this Lease; (ii) upon termination of this Lease for any reason, Landlord shall have the right to use the Premises as it deems appropriate, including, but not limited to selling the Premises, operating a similar or other business upon the Premises, converting the Premises to any other use Landlord deems appropriate or leasing the Premises to a new lessee; (iii) Landlord has no obligation to lease the Premises to any new lessee, whether or not prospective lessee is willing to purchase Tenant's inventory, trade fixtures, or equipment; (iv) Any improvements, fixtures or equipment that are not or cannot be removed in accordance with the provisions of the Lease shall become the sole and entire property of Landlord upon termination of this Lease; (v) Landlord has no obligation to reimburse Tenant for any losses which Tenant might suffer in the operation of Tenant's business at the Premises or due to the termination of this Lease.

and (vi) Landlord has no obligation to purchase any of Tenant's inventory, equipment or trade fixtures, or to reimburse Tenant for any sums invested by Tenant to improve the Premises or the business operated by Tenant on the Premises.

29.2 *Security services.* Tenant acknowledges that it has inspected the Premises, and that Tenant has not relied upon Landlord to provide any security measures for the benefit of Tenant, its employees, agents, invitees, contractors, concessionaires, or licensees. Tenant expressly waives any claim against Landlord, its agents and employees arising out of Landlord's negligence or failure to provide security measures or the inadequacy of Landlord's security measures upon the Premises, the building, or any part of the property, it being acknowledged by Tenant that Landlord has no express or implied duty to provide security measures whatsoever.

29.3 *Security Interest.* Tenant does hereby grant and convey to Landlord a security interest in the fixtures, equipment, inventory, and all other tangible and intangible assets of the Tenant now owned or hereafter acquired by Tenant as security for the payment of rent and all other sums due herein and the prompt performance of all obligations under this Lease. Other than the sale of inventory in the ordinary course of the Business, Tenant shall not remove any of the same from the Premises. The landlord may file one or more financing statements in the applicable public records giving notice of its security interest in the same.

29.4 *Landlord liability.* Landlord's liability under this Lease is limited in all respects to its interest in the Premises.

IN WITNESS HEREOF, the parties have hereunto placed their hands and seals the day and year first written above.

Signed, sealed, and delivered
In the presence of:

Notary Public SEAL

TENANT:

Ashnaz LLC

By:
Its:

Signed, sealed, and delivered
In the presence of:

Notary Public (Seal)

LANDLORD:

Arqish Enterprise LLC

By:
Its:

BUSINESS LOCATION **OWNER ID**
2708 HIGHWAY 92 151051
FAYETTEVILLE, GA 30215

NOTICE

This certificate becomes null & void if ownership changes. We must be notified in writing within 5 days of such change or transfer. A fee of \$35.00 will apply.

BUSINESS NAME & MAILING ADDRESS

ASHNAZ LLC
COUNTY LAND COUNTRY STORE
2708 HIGHWAY 92
FAYETTEVILLE, GA 30215
678-593-5626

POST IN A CONSPICUOUS PLACE

Certificate Number 9633
Issue Date Page 25 of 236 08/08/2025
Expiration Date 12/31/2025
Category RETAIL SALES
Type GAS & CONVENIENCE STORE

Total Received \$75.00



Signature

NON-TRANSFERABLE



Fayette County
Finance Department
140 Stonewall Avenue
Suite 101
Fayetteville, GA 30214

BUSINESS LOCATION **OWNER ID**
2708 HIGHWAY 92 151051
FAYETTEVILLE, GA 30215

NOTICE

This certificate becomes null & void if ownership changes. We must be notified in writing within 5 days of such change or transfer. A fee of \$35.00 will apply.

BUSINESS NAME & MAILING ADDRESS

ASHNAZ LLC
COUNTY LAND COUNTRY STORE
2708 HIGHWAY 92
FAYETTEVILLE, GA 30215
678-593-5626

OCCUPATIONAL TAX CERTIFICATE 2025

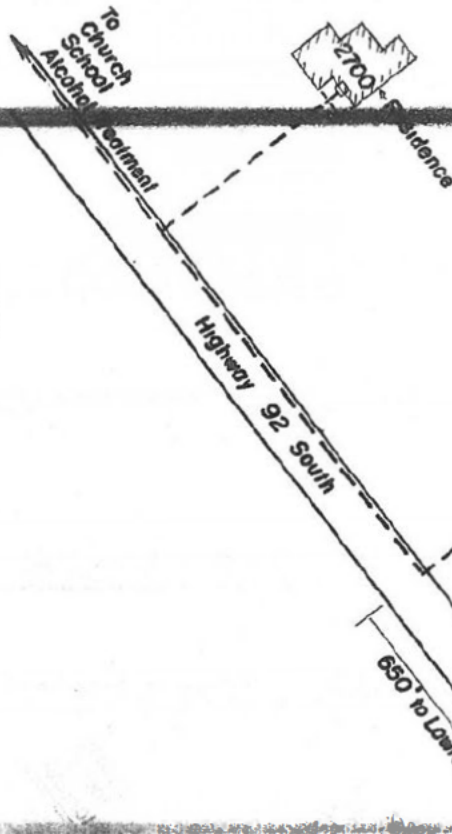
Certificate Number 9633
Issue Date 08/08/2025
Expiration Date 12/31/2025
Category RETAIL SALES
Type GAS & CONVENIENCE STORE

Total Received \$75.00

Office Copy

NON-TRANSFERABLE

MAGNETIC NORTH



Site Address-
2708 Highway 92 South
Fayetteville, Georgia 30215



The following distances were measured in accordance with Fayette County code:

CHURCH- 1995 yards to Pine Grove Baptist Church, @ 2497 Highway 92 South.

SCHOOL- 9450 yards to Inman Elementary School, @ 677 Inman Road.

RESIDENCE- 143 yards to house @ 2700 Highway 92 South.

ALCOHOL TREATMENT- 17080 yards to McIntosh Trail Fayette County Counseling Center, @ 715 Bradley Drive.

There are no child care facilities within 100 yards of this site.

Fayette County Wine and Malt Beverage Package License Survey for:

Ashnaz LLC d/b/a County Line Country Store

DATE: 9/5/2025	SCALE: 1" = 100'	0 50 100 200
DRAWN BY: GD	GRAPHIC SCALE IN FEET	
LAND LOT 117	4th DISTRICT	SECTION
FAYETTE	COUNTY	GEORGIA
GEORGIA LAND SURVEYING CO. 155 CLIFTWOOD DRIVE, ATLANTA, GA 30328 PHONE (404) 255-4671 FAX (404) 255-6607 WWW.GEORGIALANDSURVEYING.COM		205732

The following distances were measured in accordance with Fayette County code:

CHURCH- 1995 yards to Pine Grove Baptist Church, @ 2497 Highway 92 South.

SCHOOL- 9450 yards to Inman Elementary School, @ 677 Inman Road.

RESIDENCE- 143 yards to house @ 2700 Highway 92 South.



Payment Receipt #025165

9/11/2025

Fayette County

Noorudin Mitha

140 Stonewall Ave. West, Suite 201, Fayetteville,

Georgia, 30214

Item	Amount
Alcohol License Fee	\$242.25

Total

\$242.25

Transaction Method:

Check

Check Number:

3302

Check Date:

9/11/2025

Bank Name:

Truist

Notes

For Misc. Payments - CE Application #MISC-09-2025-090293

M25-06074

Generated on Sep 11, 2025 @ 10:36 AM



Georgia Bureau of Investigation
3121 Panthersville Road
Decatur, Georgia 30034
404-244-2639

LSTCN:2245023239
GBITCN:2025279C011046
DATE/TIME:2025-10-06 11:03:54
NAME:GORAR, SANA
PHOTO:PHOTO NOT AVAILABLE
NO GEORGIA OR FBI NATIONAL CRIMINAL HISTORY RECORD FOUND.

COUNTY AGENDA REQUEST

Page 29 of 236

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of the amendment and renewal of a contract between Fayette County and the Judicial Correction Services (JCS), LLC for probation supervision and rehabilitation services for Superior Court beginning January 1, 2026 and terminating December 31, 2026, with an option to renew for five (5) additional one-year terms.

Background/History/Details:

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

The proposed amendments 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 Superior Court beginning January 1, 2026 and terminating December 31, 2026, with an option to renew for five (5) additional one-year terms.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

**State of Georgia
County of Fayette**

**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 Superior Court; and

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

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

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

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

RENEWAL OF THE PERIOD OF SERVICE

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

The Agreement shall be renewed for a period of one year beginning January 1, 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 SUPERIOR COURT:

Scott L. Ballard, Chief Judge

Judicial Correction Services, LLC
Probation Services Agreement

Fayette County, Georgia

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

Witnesseth:

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

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

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

Scope of Services and Responsibilities of Contractor

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

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

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

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

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

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

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

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

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

Obligations of the Court or Governing Authority

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

- G. For regular probation supervision according to the order of the Court, probationer shall pay a fee of \$45 per month.
- H. For intensive probation supervision according to the order of the Court, probationer shall pay a fee of \$60 per month.
- I. Contractor shall collect such probation fee for each month or portion of a month a probationer is under probation supervision. During the term of the Agreement and the Contractor's satisfactory performance, the Court shall refer all probationers to serve time on probation to the Contractor for purposes of probation supervision services.
- J. Probation Fee. The Court shall make payment of the probation fee as listed in this agreement a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court determines the probationer to be indigent. The Court shall not be liable for payment of any supervision fee or any program fee of a probationer.
- K. Pre-Sentencing Investigations. When ordered by the Court, Contractor shall provide a pre-sentence investigation report and Court shall pay to the Contractor \$100 for each report.
- L. Access to Criminal Histories. The Court shall assist the Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for Contractor to conduct pre-sentence investigations as may be requested.
- M. Notice of Court Sessions. The Court shall provide the Contractor notice of the current yearly schedule of court sessions by December 21st of the previous year. The Court shall provide the Contractor a general court calendar or notice of changes in the schedule of court sessions by 5 PM of the previous day.

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

Indemnity, Insurance, and Bonding Obligations of Contractor

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

Representations and Warranties of Contractor

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

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

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

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

With the approval and the consent of Christopher Edwards, Chief Judge of the Superior Court of
Fayette County, Georgia

Christopher L. Edwards

Note: per staff
attorney review, identical
contract to 12st contract
Loh RC

Chairman of the Fayette County Commission

[Signature]

Director or Designee of Judicial Correction Services, LLC

[Signature]

Exhibit A
Schedule of Fees

List of fees and the amount to be collected:

1. Probation Supervision Fee: \$45 per month
2. Intensive Probation Supervision Fee: \$60 per month
3. Start Up Fee: \$15 per case
4. Victim Impact Panel Class Fee: \$15
5. Me & My Driving Class: \$65
6. Restorative Justice: \$65
7. Anger Management: \$25 per book and \$200 total for the class
8. Moral Recognition Training: \$25 per book and \$200 total for the class
9. Family Violence Intervention Program: \$25 per book, \$25 per assessment, \$20 fee paid to Promise Place and \$20 fee paid to Georgia Commission on Family Violence, \$25 per class
10. 5 panel drug test: \$25 per test
11. ETG alcohol test: \$35 per test
12. Comprehensive test: \$75 per test
13. Test Retest: \$75 per retest
14. Confirmatory test by independent laboratory: \$40 per test
15. On Site Alcohol Test (Alcoholhawk): \$10.00 per test
16. On Site Laboratory Test and Confirmation: \$50.00 per test
17. Pre-trial diversion supervision: \$45 per month

State of Georgia
County of Fayette

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

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

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

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

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

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

RENEWAL OF THE PERIOD OF SERVICE

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

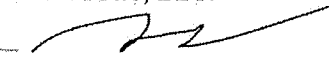
The Agreement shall be renewed for a period of one year beginning January 1, 2025 and terminating December 31, 2025.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment this 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 SUPERIOR COURT:


W. Fletcher Sams, Chief Judge
Scott C. Ballard

COUNTY AGENDA REQUEST

Page 42 of 236

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 State Court beginning January 1, 2026 and terminating December 31, 2026, with an option to renew for five (5) additional one-year terms.

Background/History/Details:

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

The proposed amendments 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 State Court beginning January 1, 2026 and terminating December 31, 2026, with an option to renew for five (5) additional one-year terms.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

**State of Georgia
County of Fayette**

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

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

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

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

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

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

RENEWAL OF THE PERIOD OF SERVICE

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

The Agreement shall be renewed for a period of one year beginning January 1, 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 STATE COURT:

Jason B. Thompson, Chief Judge

COUNTY AGENDA REQUEST

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Department: Board of Commissioners

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

Meeting Date: Thursday, November 13, 2025

Type of Request: Consent #4

Wording for the Agenda:

Approval of the placement of a historical marker at the Fayette County Old Courthouse in partnership with the Fayette County Community Remembrance Coalition (FCCRC) and the Equal Justice Initiative (EJI) to commemorate seven local citizens whose lives were taken in acts of racial violence.

Background/History/Details:

The Equal Justice Initiative (EJI) works with local governments to install historical markers recognizing victims of racial violence. In 2019, students from Fayette County high schools visited the Legacy Museum and Memorial for Peace and Justice in Montgomery, Alabama, and later encouraged consideration of a marker in Fayette County. Since 2020, the Fayette County Community Remembrance Coalition (FCCRC), a diverse group of Fayette citizens, has worked to educate the community and discuss the stories of these victims through soil collection ceremonies and community engagement events. A marker has been prepared to commemorate seven local victims. Approval of this item will authorize placement of the marker at the Old Courthouse.

The marker is approximately:

Width: 42 inches

Height: 38.5 inches

Non-Break-Away Octagonal Aluminum Mounting Post:

Height: 7 feet

Weight: ~100 pounds

Building and Grounds will install the marker.

What action are you seeking from the Board of Commissioners?

Approval of the placement of a historical marker at the Fayette County Old Courthouse in partnership with the Fayette County Community Remembrance Coalition (FCCRC) and the Equal Justice Initiative (EJI) to commemorate seven local citizens whose lives were taken in acts of racial violence.

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

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

EJI Marker Final Marker Text_9.23.25**EJI Contact: Jennifer Harris****Target Marker Installation: Fall 2025 (Date TBD)****LYNCHING IN FAYETTE COUNTY**

From 1875 to 1919, white mobs lynched at least seven Black people in Fayette County. On October 17, 1875, a large mob abducted Clarke Edmundson from a local jail and hanged him in Fayetteville because he was in an interracial relationship. On July 10, 1890, two Black men, Harrison Hastings and Anderson Williams, were shot to death by a mob at Starr's Mill after a fight began during a fish fry. A white man was charged with the unlawful killing of Mr. Hastings, but authorities never arrested him. On August 11, 1893, a mob lynched Dug Hazleton near Line Creek after a white woman reported being assaulted. In this era, race-based suspicion was often directed at Black men after a crime was reported, and almost 25% of lynchings were fueled by allegations of sexual impropriety. On May 20, 1899, masked "whitecaps" broke into the home of Thomas Linton and shot him to death. A Black man named Bud Crosby was lynched by a mob on the night of February 17, 1918, near present-day Peachtree City. The mob killed Mr. Crosby after accusing him of attempted robbery and kidnapping. On July 31, 1919, 26-year-old Black World War I veteran Charles Kelly was lynched by a white family in Woolsey days after returning home from service. The family shot Mr. Kelly after a white boy accused Mr. Kelly of not turning out of the road soon enough in his car to let him pass, a perceived violation of prevailing social norms. No one was ever held accountable for these lynchings.

1464/1450

Fayette County Community Remembrance Project
Equal Justice Initiative

2025

LYNCHING IN AMERICA

More than 6,500 Black people were killed in racial terror lynchings in the United States between 1865 and 1950. After the Civil War, many white people opposed equal rights for Black people, and lynching emerged as the most public and notorious form of racial terrorism. During this era, the deep racial hostility that permeated Southern society burdened Black people with a presumption of guilt that often served to focus suspicion on Black communities after a crime was discovered, regardless of whether any evidence supported that suspicion. Race, rather than the alleged offense, most often played a key role in the lynching of Black people. Public spectacle lynching was intended to maintain white supremacy and instill fear in the Black community. Lynch mobs targeted and attacked Black people in public and in their homes, and would regularly allow the victim to be displayed for hours, oftentimes preventing the family from claiming their loved one, in an attempt to maintain racial hierarchy through the threat of violence to the rest of the Black community. In most cases, local law enforcement was indifferent or ineffective in protecting Black residents from these attacks, allowing white mobs to employ violence and murder without fear of any legal repercussions. Although many racial terror lynchings were not documented and remain unknown, the seven victims killed by white mobs in Fayette County are among the more than 715 Black victims killed in Georgia.

1471/1450

The Equal Justice Initiative

2025

COUNTY AGENDA REQUEST

Page 46 of 236

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval to add Eva Gardens subdivision to Fayette County's Street Light Program.

Background/History/Details:

The property owners in the subdivision know as Eva Gardens are petitioning the Board of Commissioners to add Eva Gardens subdivision into the Fayette County Street Light Program.

The Board of Commissioners created Fayette County Street Light Districts in September 1983. The street light ordinance was amended in November 2014 to require a \$100 application fee and prepayment of two (2) years worth of street light bills to cover expenses incurred by Fayette County until the charges could be recouped with the tax bills. Eva Gardens has paid Fayette County the required amounts and presented a petition representing 100% approval in Eva Gardens.

The estimated monthly charge is \$134.75. Eva Gardens has paid the \$100 application fee and the first two (2) years prepayment for street lights. The anticipated street light assessment for the thirteen (35) parcels in the Eva Gardens street light district on the 2026 Property Tax Bill is \$56 per parcel.

What action are you seeking from the Board of Commissioners?

Approval to add Eva Gardens subdivision to Fayette County's Street Light Program.

If this item requires funding, please describe:

These additional lights will cost \$134.75 per month per Coweta Fayette EMC. Eva Gardens has prepaid the amounts required to become a street light district until the cost may be added onto the property tax bill and the county reimbursed.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

FAYETTE COUNTY PETITION FOR STREET LIGHTING

WE, THE UNDERSIGNED, ALL BEING PROPERTY OWNERS OF THE STREET LIGHT DISTRICT Eva Gardens, DO HEREBY PETITION THE FAYETTE COUNTY BOARD OF COMMISSIONERS FOR THE PLACEMENT OF STREET LIGHTS THROUGH OUR SUBDIVISION OR STREET(S).

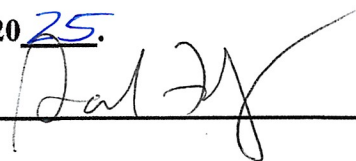
EACH OF US DOES HEREBY PLEDGE AND CONSENT TO THE LEVYING OF A LIEN BY FAYETTE COUNTY AGAINST PROPERTY WE OWN FOR THE PURPOSE OF PAYMENT OF THE COST OF AND OPERATING THE STREET LIGHTS. THERE ARE 35 NUMBER OF LOTS CURRENTLY EXISTING IN STREET LIGHT DISTRICT Eva Gardens, AND EACH OWNER AS SHOWN ON THE TAX RECORDS HAS AFFIRMATIVELY SIGNED THIS PETITION OR INDICATION FOR DISAPPROVAL IS NOTED HEREIN.

THIS PETITION REPRESENTS 1 AFFIRMATIVE VOTES, OR 100 % OF THIS DISTRICT TO BE EFFECTED IN THIS REQUEST. YOUR SIGNATURE ON THIS PETITION INDICATED THAT YOU HAVE READ AND FULLY UNDERSTAND THE REQUIREMENTS FOR APPROVAL OF A STREET LIGHT DISTRICT.

PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC, THE UNDERSIGNED AFFIANT, WHO SAYS ON OATH THAT HE, SHE IS ONE OF THE SUBSCRIBING WITNESSES TO THE WITHIN INSTRUMENT; THAT EACH OF SAID WITNESSES SAY THE EXECUTION AND DELIVERY OF THE SAME BY EACH GRANTOR THEREIN FOR THE PURPOSE SET FORTH; AND THAT EACH OF SAID WITNESSES SIGNED THE SAME AS PURPORTED.

SWORN TO AND SUBSCRIBED BEFORE ME,

THIS 15th DAY OF August, 2025.



(SUBSCRIBING WITNESS)

Maria del Pilar Cordoba
NOTARY PUBLIC



FAYETTE COUNTY, STATE OF GEORGIA

FAYETTE COUNTY STREET LIGHTING PROGRAM

SIGNATURE SHEET

1-35
 Lot #(s)

Lsio Arango
 Property Owner(s)

Lot 1-35 OWNER
 (Street & No.)

[Signature]
 Signature

 Signature

Yes No (Check yes or no for each Address signature)

☐
☐
☐
☐

[Signature]
 Witness

 Lot #(s)

 Property Owner(s)

 (Street & No.)

 Signature

 Signature

Yes No (Check yes or no for each Address signature)

☐
☐
☐
☐

 Witness

COUNTY AGENDA REQUEST

Page 49 of 236

Department:

Presenter(s):

Meeting Date:

Type of Request: #6

Wording for the Agenda:

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Heather Stewart, in the additional amount of \$610.73 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 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. The refund amount was calculated based on a 2024 tax bill with a balance due. Subsequently, the property owner paid the balance, thereby increasing the amount of the refund due.

Board of Assessors recommend approval.

What action are you seeking from the Board of Commissioners?

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Heather Stewart, in the additional amount of \$610.73 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:

MEMORANDUM

TO: Fayette County Board of Commissioners
FROM: Fayette County Board of Assessors
DATE: October 30, 2025
Re: Tax Refund Request – Stewart

Ms. Heather Stewart 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 that was calculated using a 2024 bill with a balance due. Subsequent to the property owner's request for refund, she paid the balance due on the 2024 bill. This changed the amount of the refund for 2024 from \$538.86, which was approved on October 23, 2025, to \$1,149.59. The additional amount to be refunded is \$610.73.

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: \$ 610.73 2024

COUNTY AGENDA REQUEST

Page 51 of 236

Department: Board of Commissioners

Presenter(s): Tameca Smith, County Clerk

Meeting Date: Thursday, November 13, 2025

Type of Request: Consent #7

Wording for the Agenda:

Approval of the 2026 County Commissioner Meeting schedule.

Background/History/Details:

Each year, the Board of Commissioners formally adopts its meeting schedule. The meeting schedule is then posted to the county's website, distributed to local media and to staff.

Typically, the months of November and December have only one meeting per month, as the second Thursday of each month falls on a nationally recognized holiday. These meetings have routinely been scheduled for 2:00 p.m. since 2017.

Proposed meeting day for April is Tuesday, April 21, 2026 due to the scheduled ACCG (Association of County Commissioners of Georgia) Conference in Savannah, Georgia on Thursday, April 23, 2026.

What action are you seeking from the Board of Commissioners?

Approval of the 2026 County Commissioner Meeting schedule.

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

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

2026 *County Commission* MEETING SCHEDULE

REGULAR MEETINGS ARE HELD ON THE 2ND AND 4TH THURSDAY OF EACH MONTH AT 5:00 P.M.

AND ARE HELD AT 140 STONEWALL AVENUE WEST, PUBLIC MEETING ROOM, FAYETTEVILLE, GA 30214

Agendas for these "Regular" meetings can include any subject but in particular, matters of interest to the general public such as public hearings on rezoning petitions, budget discussions, and requests from county departments that require action by the Board, etc. Thursday meetings include a time for "Public Comment" when attendees can speak for up-to five (5) minutes to the Board on any subject not on the meeting's agenda. Meetings are open to the public and are sometimes attended by members of the press. Canceled meetings, special called meetings and special topic workshops are announced in accordance with requirements of State law. ***PLEASE NOTE THAT DURING THE MONTHS OF APRIL, NOVEMBER AND DECEMBER, MEETING DATES ARE ALTERED TO ACCOMMODATE CONFERENCE DATES AND THE HOLIDAY SCHEDULES.**

DATE	TIME	NOTES		DATE	TIME	NOTES
January 8	5:00 p.m.	<i>Organizational Meeting</i>		July 9	5:00 p.m.	
January 22	5:00 p.m.			July 23	5:00 p.m.	
February 12	5:00 p.m.			August 13	5:00 p.m.	
February 26	5:00 p.m.			August 27	5:00 p.m.	
March 12	5:00 p.m.			September 10	5:00 p.m.	
March 26	5:00 p.m.			September 24	5:00 p.m.	
April 9	5:00 p.m.			October 8	5:00 p.m.	
*April 21 Tuesday	5:00 p.m.	<i>ACCG Annual Conference in Savannah; April 23-26</i>		October 22	5:00 p.m.	
May 14	5:00 p.m.			November 12	2:00 p.m.	
May 28	5:00 p.m.			*November 26	No Meeting	Thanksgiving Day
June 11	5:00 p.m.			December 10	2:00 p.m.	
June 25	5:00 p.m.			*December 24	No Meeting	Christmas Holiday

Lifelong Learning Academy 2026

Education Calendar

Offered Jointly with



Carl Vinson
Institute of Government
UNIVERSITY OF GEORGIA

WINTER LLA SESSION (SOUTH)

January 16, 2026

Central Georgia Tech-Macon Campus: Macon-Bibb County

- ST*: Using Incentives for Economic Development (ECD)
- ST: Collaborative Leadership (LD)
- ST: Fire, EMS & 9-1-1 (PS)

WINTER LLA SESSION (NORTH)

January 30, 2026

UGA-Gwinnett Campus: Gwinnett County

- ST: Capital Improvement Planning (COM)
- ST: Constitutional Officers (IR)
- ST: Efficiencies in County Finance (RF)

LEADERSHIP INSTITUTE

February 23-24, 2026

Rainwater Conference Center: Lowndes County

CAPITOL CONNECTION CONFERENCE

March 5-6, 2026 (LLA classes on March 5)

Downtown Atlanta Hotel (location TBD)

- CORE: ETHICS
- CORE: ECONOMIC DEVELOPMENT
- ST: Managing Meetings (COM)
- ST: Understanding the Benefits of Land Use & Planning (ECD)
- ST: Navigating L.O.S.T. Without Getting Lost (IR)
- ST: Voice of Leadership (LD)
- ST: Transportation Funding: Options & Strategies (RF)

Please Note:

ACCG will make every effort to keep the class schedule as it published on the education calendar. However, there may be changes to the schedule. Please watch for updates and final registration details closer to the LLA session dates.

Class size may be limited to ensure a productive learning environment for all – watch the individual session registrations for this information.

ACCG Attendance Policy: Participants must attend the entire class to receive credit. Partial credit will not be awarded.

SPRING LLA SESSION

March 16-17, 2026

Page 53 of 236

UGA-Tifton Campus Conference Center: Tift County

March 16

- CORE: PROPERTY APPRAISAL & TAXATION (Day 1 of 2)
- CORE: COUNTY GOVERNMENT FINANCE
- ST: Public Works & Transportation (COM)
- ST: Workforce Development (ECD)
- ST: Leadership in Local Government (LD)
- ST: County Audit Process (RF)
- March 17
- CORE: PROPERTY APPRAISAL & TAXATION (Day 2 of 2)
- CORE: COUNTY GOVERNMENT LAW
- ST: Getting Your Message Out (CE)
- ST: Crisis Management (IR)
- ST: Mental Health & the Criminal Justice System: Costs & Implications (PS)
- ST: Addressing Complex Community Issues (QL/SI)

ANNUAL CONFERENCE

April 23-26, 2026

Savannah Convention Center: Chatham County

April 23

- CORE: PROPERTY APPRAISAL & TAXATION (Day 1 of 2)
- CORE: COUNTY GOVERNMENT LAW
- CORE: ECONOMIC DEVELOPMENT
- CORE: HUMAN RESOURCES
- ST: Bringing People Together (CE)
- ST: County Retirement Programs: What They Mean to Your Employees & to Your Budget (COM)
- ST: Water Management (COM)
- ST: Managing Growth (ECD)
- ST: Building Your City-County Relationships (IR)
- ST: Successfully Negotiating Service Delivery Strategy (SDS) Agreements (IR)
- ST: Motivation & Successful Leadership (LD)
- ST: Citizen Public Safety Initiatives (PS)
- ST: Health & Wellness (QL/SI)
- ST: Public Safety Impacts of At-Risk Individuals & Families (PS)
- ST: Budgeting for Long-Term Fiscal Sustainability (RF)
- ST: Revenue & Tax Policy (RF)

April 25

- CORE: CORE: PROPERTY APPRAISAL & TAXATION (Day 2 of 2)
- CORE: COUNTY GOVERNMENT FINANCE
- CORE: ETHICS
- CORE: PUBLIC SAFETY AND PUBLIC HEALTH

- Over for more April 25 LLA Classes -

*Specialty Track (ST) Codes:

CE – Citizen Engagement
COM – County Operations & Management
ECD – Economic & Community Development
IR – Intergovernmental Relations
LD – Leadership Development
PS – Public Safety
QL/SI – Quality of Life / Social Issues
RF – Revenue & Finance

ANNUAL CONFERENCE (continued)**April 25**

- ST: Policy Development, Implementation & Evaluation (CE)
- ST: Commission & Staff Relations (COM)
- ST: Identifying Funding for Community Enhancements (ECD)
- ST: Regional Cooperation (IR)
- ST: Working with School Boards, Authorities & Other Partners (IR)
- ST: Understanding & Using Power and Influence Effectively (LD)
- ST: Courts & the Justice System (PS)
- ST: Building Sustainable Communities (QL/SI)
- ST: Intergovernmental Agreements (IGA's) and Private Partnerships (RF)

LEADERSHIP INSTITUTE**May 18-19, 2026****Crowne Plaza-Peachtree City: Fayette County****ON-LINE CLASSES****June 8, 2026**

- ST: Federal & State Budgeting (RF)

June 26, 2026

- ST: Resolving Conflict (IR)

SUMMER LLA SESSION**July 23-24, 2026****Callaway Gardens: Harris County****July 23**

- CORE: HUMAN RESOURCES
- ST: Air, Land & Water: County Challenges & Responsibilities (COM)
- ST: Art of Negotiation (IR)
- ST: Public Safety: Developing Collaborative Strategies & Practices (PS)
- ST: Debt Financing [RF]

July 24

- CORE: PUBLIC SAFETY AND PUBLIC HEALTH
- ST: Navigating Change (CE)
- ST: Understanding Local Economic Development Assets (ECD)
- ST: Understanding Leadership Styles (LD)
- ST: Parks, Recreation & Active Living (QL/SI)

ON-LINE CLASS**August 14, 2026**

- ST: Global Commerce & Georgia's Targeted Industries (ECD)

LEADERSHIP INSTITUTE**August 27-28, 2026****Union County Community Center****ON-LINE CLASS****September 14, 2026**

- ST: Demographics & Diverse Perspectives (QL/SI)

LEGISLATIVE LEADERSHIP CONFERENCE (LLC)**October 7-9, 2026****The Classic Center: Athens-Clarke County****October 7**

- CORE: PROPERTY APPRAISAL & TAXATION (Day 1 of 2)
- CORE: COUNTY GOVERNMENT FINANCE
- CORE: ETHICS
- CORE: PUBLIC SAFETY AND PUBLIC HEALTH
- ST: ST: Effective County Government (CE)
- ST: Federal & State Relations (IR)
- ST: Law Enforcement in Counties: Principles, Partners & Practices (PS)
- ST: Shaping a Healthy Community (QL/SI)

October 9

- CORE: PROPERTY APPRAISAL & TAXATION (Day 2 of 2)
- CORE: COUNTY GOVERNMENT LAW
- CORE: ECONOMIC DEVELOPMENT
- CORE: HUMAN RESOURCES
- ST: County Insurance & Risk Management (COM)
- ST: Revitalizing Your Community (ECD)
- ST: Board Dynamics (LD)
- ST: Developing Financial Policies (RF)

NEWLY ELECTED COMMISSIONERS CONFERENCE**December 1-4, 2026****UGA Georgia Center for Continuing Education****ADDITIONAL LLA INFORMATION**

- ⇒ We are now offering an alternative way to complete 'CORE: COUNTY GOVERNMENT 101'. This class is one of the nine required CORE classes to become a Certified County Commissioner or Certified County Official.
- ⇒ Did you know you have the option to complete 'CORE: HUMAN RESOURCES' as an on-line class through the UGA Georgia Center for Continuing Education?

*Contact ACCG Leadership Development
for details on both of these offerings!*

CERTIFICATION HOURS

- To receive CORE Certification, participants must complete 9 required courses totaling 66 hours. Upon completion, county commissioners achieve the status of "Certified County Commissioner" and are eligible for an increase to the monthly compensation received from the county.
- To obtain Specialty Track Certification, participants must complete 48 credit hours in the track, a minimum of 30 of which must come from primary courses in the track with a maximum of 18 hours coming from cross-over courses in that track.

NEVER STOP
LEARNING

We're here to help!

ACCG Leadership Development Team

Jeff Christie, Director of Leadership Development
JChristie@ACCG.org

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**

October 16, 2025
10:00 a.m.

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

OFFICIAL SESSION:**Call to Order**

Chairman Lee Hearn called the October 16, 2025 Board of Commissioners meeting to order at 10:00 a.m. A quorum of the Board was present.

Invocation and Pledge of Allegiance

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

Acceptance of Agenda

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

PROCLAMATION/RECOGNITION:**PUBLIC HEARING:****1. First Public Hearing to discuss the 2025 Property Tax Millage Rate.**

Chief Financial Officer Sheryl Weinmann made a presentation to the Board outlining the 2025 Property Tax Millage Rate. She continued, stating that this was the first public hearing discussing the 2025 Property Tax Millage Rate. She noted that the hearings were required to be advertised a week prior, and they were appropriately advertised. Notices were placed on the County website on October 4 and posted in the *Fayette County News* [local paper] on October 8 and October 15, which met the requirement for the October 23 final hearing presentation.

Ms. Weinmann stated that the 2024 Digest totaled \$10.2 billion and the growth in real property was \$62 million, a 0.63% increase. Personal property increased by 11.23% equaling \$82.9 million. Motor vehicles decreased by 8.37%, which was standard since 2014 when TAVT went into effect. The total growth increase was \$144,422,349, or 1.41%.

Exemptions also increased and were reflected as negative because they reduced the Digest by \$73.8 million. This resulted in the total growth change of \$70.6 million or 0.69% of the Digest. She noted that the growth from last year decreased by 56.79%. Ms. Weinmann stated that normally there were reassessments of real property, but because of House Bill 581, there would also be exemption reassessments. Real property growth was \$674.8 million, which was a decrease of 6.59% from last year. The increase in exemption reassessments was \$482.6 million, which was a 100% increase because there were no reassessment exemptions before this came about with the approval of HB 581. The total reassessment change was \$192 million or a 1.88% increase.

As a result, the positive change in the Digest was \$262,865,457. The 2025 Digest totaled \$10,508,349,912. She continued the presentation, showing the change in the taxable Digest. She stated that the change in taxable Digest continued increasing since 2016, although the 2025 increase was less substantial.

The proposed 2025 millage rate would stay the same at 3.763 mills for the General Fund Maintenance & Operations, Fire Services (2.82), which was a decrease, Emergency Medical Services (1.000), which was an increase, and 911 Services (0.210).

Ms. Weinmann stated as an example using a home valued at \$500,000 with a taxable value of \$200,000 and the standard homestead exemption of \$5,000 if rolled back and using the millage rate of 3.694 the annual increase would be \$13.45 for the General Fund M&O. She noted that this would be the most the increase would be considering most households would have some sort of floating homestead exception. EMS would increase by \$97.50, and fire would decrease by \$48.75. This resulted in a total change to the tax bill of \$62.20.

Ms. Weinmann stated that Fayette County remained one of the lowest counties for millage rates.

Chairman Hearn noted that several neighboring counties had millage more than double ours, which showed how well the County was managing our money.

Vice Chairman Gibbons also noted that the County had not begun to see the revenue increases brought about via QTS.

Ms. Weinmann stated that was correct.

Ms. Weinmann offered examples of a residential tax bill for a \$500,000 home value for unincorporated Fayette County, Town of Brooks, Peachtree City, City of Fayetteville, and Town of Tyrone, showing the distribution of each to the Board of Education, County M&O, Fire District, EMS District, and 911 District appropriately.

She noted that since 2014, if the millage rate had remained the same, the County would have collected another \$121.9 million at this point. Ms. Weinmann stated that this could be looked at as \$121.9 million that would have been used on projects or \$121.9 million in savings for the residents.

Vice Chairman Gibbons noted that a slide showing actual residents' cumulative cost savings over the years based on the same \$500,000 home value could be beneficial.

Ms. Weinmann concluded the presentation. This was the first hearing of the millage rate. She stated that the second hearing would be held later today at 6:00 p.m., and the final hearing on October 23rd at 5:00 p.m., where the Board will be asked to adopt the resolution to levy the County property tax.

Commissioner Rousseau asked why the unincorporated Fayette County School Board tax contribution was around 71% while other municipalities were seemingly much lower.

Ms. Weinmann stated that this was because there was no city millage rate in unincorporated Fayette County. When added, the city millage rate would change the percentage contribution, but it may not affect the dollar amount that's provided simply because the actual bill is higher.

No one spoke in favor or in opposition.

No vote was taken.

ADJOURNMENT:

Commissioner Oddo moved to adjourn the October 16, 2025 Special Called (10 a.m.) Board of Commissioners meeting. Vice Chairman Gibbons seconded. The motion passed 5-0.

The October 16, 2025 Special Called (10 a.m.) Board of Commissioners meeting adjourned at 10:19 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 13th day of November 2025. Attachments are available upon request at the County Clerk's Office.

Marlena Edwards, Chief Deputy County Clerk

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**

October 16, 2025
6:00 p.m.

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

OFFICIAL SESSION:**Call to Order**

Chairman Lee Hearn called the October 16, 2025 Board of Commissioners meeting to order at 6:02 p.m. A quorum of the Board was present.

Invocation and Pledge of Allegiance

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

Acceptance of Agenda

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

PROCLAMATION/RECOGNITION:**PUBLIC HEARING:****1. Second Public Hearing to discuss the 2025 Property Tax Millage Rate.**

Chief Financial Officer Sheryl Weinmann made a presentation to the Board outlining the 2025 Property Tax Millage Rate. She continued, stating that this was the second public hearing discussing the 2025 Property Tax Millage Rate. She noted that the hearings were required to be advertised at least one week prior, and they were appropriately advertised. Notices were placed on the County website on October 4 and posted in the *Fayette County News* [local paper] on October 8 and October 15, which met the requirement for the October 23 final hearing presentation.

Ms. Weinmann stated that the 2024 Digest totaled \$10.2 billion. She explained that the growth in real property was \$62 million, representing a 0.63% increase. Personal property increased by 11.23% equaling \$82.9 million. Motor vehicles decreased by 8.37%, which was standard since 2014 when the Title Ad Valorem Tax (TAVT) went into effect. The total growth increase was \$144,422,349, or 1.41%.

Ms. Weinmann stated that exemptions also increased and were reflected as negative values because they reduced the Digest by \$73.8 million. This resulted in the total growth change of \$70.6 million or 0.69% of the Digest. She noted that the growth from the previous year decreased by 56.79%. Ms. Weinmann explained that typically, there were reassessments of real property, but because of House Bill 581, there would also be exemption reassessments. Real property growth totaled \$674.8 million, which was a decrease of 6.59% from the previous year. The increase in exemption reassessments totaled \$482.6 million, which was a 100% increase because there were no reassessment exemptions before the approval of HB 581. The total reassessment change was \$192 million or a 1.88% increase.

As a result, the positive change in the Digest was \$262,865,457, bringing the 2025 Digest total to \$10,508,349,912. Ms. Weinmann continued the presentation, showing the change in the taxable Digest. She stated that the taxable Digest continued to increase since 2016, although the 2025 increase was less substantial.

Ms. Weinmann stated that the proposed 2025 millage rate would remain the same at 3.763 mills for the General Fund Maintenance & Operations. The Fire Services rate would decrease to 2.820 mills, the Emergency Medical Services rate would increase to 1.000 mills, and the 911 Services rate would remain at 0.210 mills.

Ms. Weinmann continued, providing an example of a tax bill for a home valued at \$500,000, with a taxable value of \$200,000 and a floating homestead exemption of \$13,084. When combined with the standard homestead exemption, the total exemption amounted to \$18,084. She stated that this would reduce the taxable value of the home. In this example, the annual increase would be \$12.55 for the General Fund M&O, EMS would increase by \$90.96, and Fire would decrease by \$45.48, resulting in a total change to the tax bill of \$58.03.

Ms. Weinmann continued, offering a comparison of residential tax bills for a home valued at \$500,000 across several jurisdictions, including unincorporated Fayette County, the Town of Brooks, the City of Peachtree City, the City of Fayetteville, and the Town of Tyrone. She showed how each tax bill was distributed among the Board of Education, County M&O, Fire District, EMS District, and 911 District.

She further noted that since 2014, if the millage rate had remained the same, the County would have collected an additional \$121.9 million. She explained that this could be viewed as \$121.9 million in potential project funding or \$121.9 million in savings for Fayette County residents. Ms. Weinmann also referenced a slide showing the cumulative effect of the rollback since 2014, based on a home valued at \$500,000, noting that this example did not adjust for inflation and assumed the same home value each year.

Ms. Weinmann concluded the presentation. This was the second hearing of the millage rate. The final hearing would be held on October 23rd at 5:00 p.m., where the Board will be asked to adopt the resolution to levy the County property tax.

Commissioner Rousseau asked what the School Board's millage rate cap was

Ms. Weinmann stated that she believed it was 20 mills.

Lawrence Wooten of Fayetteville asked for clarification, while the example provided used the home valued at \$500K if the home is valued less than the rate would be less.

Ms. Weinmann stated that that was incorrect, the rate would remain the same, however, the tax bill would be less because it would only be assessed based on the value of the property.

Mr. Lawrence asked why the example of \$500,000 home value was used.

Ms. Weinmann stated that she contacted the Assessor's Office and, based on software, it determined the average Fayette County property value was \$500K.

Mr. Lawrence asked the Board not to raise property taxes and to stay abreast of current economic issues of their constituents.

Ms. Weinmann noted that the millage rate would remain the same, and the same increase would total about \$13 annually and a little over \$1 a month based on a \$500,000 valued property.

Ms. Wicks asked how the veterans would be affected by the mileage rate increase or decrease.

Chairman Hearn stated that all residents pay the same mileage rate regardless of military service.

Michael Edgler of Fayetteville expressed her concern regarding property tax increases, HB 581 impacts, QTS, corporation tax abatement, and citizens' economic challenges.

Vice Chairman Gibbons stated that over the years, he's learned that as inflation increased, property values increased, which meant property taxes increased.

Commissioner Oddo noted that QTS was paying taxes on their property, and it was a lot more than was paid on that property in the past. And even though the Board did not initiate that project, it will contribute a lot of money in the coming years to the County and will be a financial benefit to the community for years to come.

No vote was taken.

ADJOURNMENT:

Vice Chairman Gibbons moved to adjourn the October 16, 2025 Special Called (6 p.m.) Board of Commissioners meeting. Commissioner Oddo seconded. The motion passed 5-0.

The October 16, 2025 Board of Commissioners meeting adjourned at 6:25 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 13th day of November 2025. Attachments are available upon request at the County Clerk's Office.

Marlena Edwards, Chief Deputy County Clerk

BOARD OF COUNTY COMMISSIONERS

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Edward Gibbons, Vice Chairman
Eric K. Maxwell
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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**

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**

Chairman Lee Hearn called the October 23, 2025 Board of Commissioners meeting to order at 5:00 p.m. A quorum of the Board was present.

Invocation and Pledge of Allegiance by Chairman Lee Hearn

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

Acceptance of Agenda

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

PROCLAMATION/RECOGNITION:**1. Recognition of the graduates of the inaugural Fayette County Citizen Workshop Series.**

Fayette County Clerk, Tameca P. Smith, stated that starting on September 9, citizens of unincorporated Fayette County attended the first Fayette County Citizen Workshop Series. She noted that this was a six-week workshop where citizens got an inside look at how county government worked, 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. Ms. Smith stated that 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, during the workshop, 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. Ms. Smith recognized Fayette County Citizen Workshop graduates.

County Administrator Steve Rapson expressed his appreciation to staff who participated in the Citizens Workshop and gave a special shoutout to Ms. Smith the "taskmaster" who spearheaded and facilitated the workshop. He noted that the workshop was a success and looked forward to the next session in 2026.

PUBLIC HEARING:

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

Chief Finance Officer Sheryl Weinmann stated that this was the third and final millage rate public hearing and proposed adoption of the 2025 Property Tax Millage Rate. She noted that the first two Property Tax Millage Rate public hearings were held on October 16, at 10:00 a.m. and at 6:00 p.m. She stated that the hearings had been advertised, per state requirement. She continued with an overview presentation to the Board.

Ms. Weinmann stated that the 2024 Digest was \$10.2 billion, the Growth in the Digest real property increased by 0.63% or \$62.4 million, personal property had an increase of 11.23% for \$82,983,266, motor vehicles decreased by 8.37%, which was standard considering when TAVT went into effect in 2013. The total Growth increase was \$144,422,349 or 1.41%.

Exemptions also increased and are reflected as negative because they reduced the Digest by \$73.8M. Resulting in the total growth change of \$70.6M or 0.69% of the Digest. Ms. Weinmann stated that Reassessments of real property because of House Bill 581. Real property growth was \$674.8M, which was a decrease of 6.59% from last year. The increase in exemption reassessments was \$482.6M which was a 100% increase because there were not reassessments exemptions before, this came about with the approval of HB 581. The total reassessment change was \$192.2M or an 1.88% increase.

As a result, the positive change in the Digest was \$262,865,457. The 2025 Digest totaled \$10,508,349,912. She continued the presentation showing the change in taxable Digest. She stated that the change in taxable Digest continued increasing since 2016, although the 2025 increase was less substantial.

The proposed 2025 millage rate was 3.763 for the General Fund Maintenance & Operations, Fire Services (2.82), which was a decrease, Emergency Medical Services (1.000), which was an increase, and 911 Services (0.210).

Ms. Weinmann stated as an example using a home valued at \$500k with a taxable value was \$200,000 and the standard homestead exemption of \$5000 if rolled back and using the millage rate of 3.694 the annual increase would be \$13.45 for the General Fund M & O. She noted that this would be the most the increase would be considering most household would have some sort of floating homestead exemption. EMS would increase of \$97.50, and fire would decrease by \$48.75. This resulted in a total change to the tax bill of \$62.20. She also outlined an example of a tax bill using the same a home valued at \$500k with a taxable value was \$200,000 and a floating homestead exemption of \$13,084, adding it to the standard homestead exemption equaling \$18,084. She noted that this would decrease the taxable value of the home in this example the annual increase would be \$12.55 for the General Fund M & O, EMS would increase of \$90.96, and fire would decrease by \$45.48. This resulted in a total change to the tax bill of \$58.03.

Ms. Weinmann stated that Fayette County remained one of the lowest counties for millage rates. Ms. Weinmann offered examples of a residential tax bill for a \$500,000 home value for unincorporated Fayette County, Town of Brooks, Peachtree City, City of Fayetteville and Town of Tyrone showing the distribution of each to Board of Education, County M&O, Fire District, EMS District and 911 District appropriately.

Since 2014 if the millage rate had remained the same, the County would have collected another \$121.9 million at this point. Ms. Weinmann stated that this could be looked at as \$121.9 million that would have been used on projects or \$121.9 million savings for the citizens.

Ms. Weinmann requested that the Board approve the adoption of Resolution 2025-08 to levy the County property tax.

No one spoke in favor in opposition.

Vice Chairman Gibbons moved to approve Resolution 2025-08 adopting the 2025 Property Tax Millage Rate. Commissioner Oddo seconded.

Commissioner Rousseau asked for a brief explanation of the notice of an increase although the Tax Millage Rate remained the same, to ensure the public understood.

Ms. Weinmann stated that if an entity does not roll back the Tax Millage Rate had to be advertised as a tax increase because if we rolled back, we would only be taking advantage of growth dollars. But by not rolling back we are taking advantage of both growth and reassessment dollars. She added that when advertised in the paper a 5-year history was displayed, and the notice of tax increase was reflected at 1.87% because that was the difference between what the current mileage rate was and what it would have rolled back to.

Commissioner Rousseau asked if notices had gone out to residents yet.

Ms. Weinmann stated no they had not, because they needed approval of the 2025 Property Tax Millage Rate first. She stated it was her understanding they would be going out by November 15th.

Commissioner Rousseau asked what the due date would be.

Ms. Weinmann stated that they would be due 60 days upon receipt of the notice, tentatively January 15th.

Vice Chairman Gibbons moved to approve Resolution 2025-08 adopting the 2025 Property Tax Millage Rate. Commissioner Oddo seconded. The motion passed 5-0.

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

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.

Ms. Bell stated that this item was seeking approval for 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. She stated that the 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) was designated for this area, so the request for O-I zoning was appropriate. She noted that both staff and the Planning Commission recommended approval of the request. Ms. Bell briefly reviewed arial, environmental, topographical and zoning maps of the parcel associated with the request.

Alison Tringale and Brian Kagan, petitioners, stated that the purpose of the request for O-I was to develop a 24,000sq. ft. wellness center.

No one spoke in favor or in opposition.

Vice Chairman Gibbons moved to approve 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. Commissioner Maxwell seconded.

Commissioner Maxwell asked when they felt they would begin construction.

Mr. Kagan stated ideally, they would begin clearing the property in January/February 2026 with the building erected by 4th quarter 2026.

Commissioner Oddo asked who the individuals were noted as owners on the agenda request form. Ms. Bell stated that those were the current owners of the property. They were under contract set to close pending approval of the rezoning.

Vice Chairman Gibbons moved to approve 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. Commissioner Maxwell seconded. The motion passed 5-0.

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:

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

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.**
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.**
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.**
7. **Acceptance of Sheriff Barry H. Babb's decision to accept two (2) vehicles from the City of Fayetteville Police Department.**
8. **Approval of a grant award for the DUI Accountability Court from Governor's Office of Highway Safety in the amount of \$35,000.**
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.**
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).**
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.**
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.**

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.

14. Approval of September 25, 2025 Board of Commissioners Meeting Minutes.

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.

Ms. Bell stated that this was 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. She noted that the Board of Commissioners approval was required to designate streets for motorized cart travel. These were internal subdivision streets that were 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 was Matteo Way. Ms. Bell added that approval was significant for this subdivision because they had a multi-use path connection to Kawanis Park, this approval would be especially helpful.

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

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.

Mr. Rapson stated that before the Board was an appeal request to uphold or override Environmental Management Department's denial of a watershed buffer/setback variance for 170 Laydon Avenue.

Rick Lindsay, appeal applicant representative, reiterated that the purpose of this request was seeking an appeal of the denial of a watershed buffer/setback variance for 170 Laydon Avenue from the Fayette County Environmental Management Department. Mr. Lindsey noted that the encroachment that existed covered almost the entire footprint of the house. Mr. Lindsey stated that that encroachment was not the fault of Mr. Beadle. Mr. Lindsey provided a brief history of Mr. Beadle as a previous Fayette County resident, his desire to return to the area, the purchase of the property, and his health challenges. Mr. Lindsey stated that the property was a part of North Haven subdivision originally developed in the late 1990's. Mr. Beadle hired Mr. Lewis White as his builder who built his previous home, in Fayette County. Mr. Lindsey stated that in 2022 a request was sent to Fayette County to determine if the lot was buildable. They received a response that noted there was a stream present on the property and State Waters determination was needed to determine if it was a perineal stream, which would dictate the setback. He noted that the County's response also stated that the lot was eligible to receive a land disturbance permit prior to the building permit. Based on that information, surveyors were hired to determine the exact location of the stream and to determine where on the property a house could be located. Mr. Lindsey stated that the survey showed the stream and the state water buffers of 25 feet on both sides of the stream and did not show any other setbacks [including County buffers and setbacks]. Using the survey, Mr. White and Mr. Beadle met at the property and determined where to situate the house. He noted that this was the only involvement Mr. Beadle had in determining the location of the house. Mr. Lindsey stated that Mr. Beadle moved forward and got a construction loan for the property and construction commenced shortly thereafter. From there in late July of 2024 a stop work order was issued by the County. Thereafter Mr. Beadle was advised of the problem and in September 2024 both Mr. Beadle and Mr. White,

the contractor, were issued citations. He noted that Mr. White had appeared in court and handled all citations and fines. Mr. Beadles' case in court had received continuances pending the determination of the variance request. Mr. Lindsey stated that he started working with Mr. Beadle in March 2025 after working with a previous attorney handling the criminal matters in State Court. Mr. Lindsey stated that once abreast of the situation he met with Mr. Keller, Mr. Stanley, and Ms. Nieber to discuss the situation from the County's perspective. He added that he also contacted both Mr. Rapson as well as the County Attorney Dennis Davenport due to the serious nature of this issue. He continued noting that a civil engineer was retained to comprise a mitigation plan to address the environmental issues caused by the encroachment. He also reached out to the bank to stop collection efforts [which have since started back] on the construction loan. The mitigation plan was completed and an application for the variance was drafted. He noted there was a delay in submitting the variance application due to Mr. Beadle health challenges. Mr. Lindsey noted that Mr. Beadle was an army veteran and over the years had suffered health concerns, specifically heart issues which were recently exasperated resulting in him being hospitalized and placed on the heart transplant list. These factors understandably hindered Mr. Lindsey being able to review the mitigation plan and variance application with Mr. Beadle. Mr. Lindsey expressed his appreciation to Mr. Keller for his professionalism, patience, and understanding during this time. The variance application was finally filed in July 2025 and in August 2025 it was denied. Mr. Lindsey stated the denial was expected and noted that this was probably too big of an "ask" on a staff level, but a more appropriate request for the elected body of the County. Mr. Lindsey stated that the variance ordinance requires one of two criteria: 1. that there are unusual circumstances [which was the case in this instance- Mr. Beadle was unaware of the encroachment and the house was now almost complete, his funds were depleted, he did not cause the problem and there was really no other alternative to the location of the house]. Mr. Lindsey stated that they had submitted a mitigation plan that would address the water quality and water flow issues. Noting that even with the encroachment the quality and flow of the water would be the same as though the encroachment had not happened. Mr. Lindsey stated that on behalf of his client he comes to the Board "hat in hand" with a request to correct a problem he did not create. This variance would allow Mr. Beadle to resolve a bad situation. Approval would allow Mr. Beadle to complete construction and giving him permanent housing. If denied the situation would only get worse. Mr. Beadle did not have the funds to tear down the current dwelling and start over. Mr. Beadle addressed the Board, thanking them for their time and consideration. He stated that he had his heart transplant surgery in July and agreed with the points made by Mr. Lindsey. He desired to move back to Fayette County because he respected the community. Mr. Beadle stated that he understood the position of County and noted that it was not his intent to deceive the County in any way. He concluded by stating that he was currently living in an Airbnb and it was no longer feasible to pay both rent there and the interest on his construction loan. He humbly asked for forgiveness and Board consideration of his request.

Environmental Management Director, Bryan Keller, stated that on August 1st 2025 he denied the watershed buffer/setback variance for 170 Laydon Avenue based on the following causes, as noted in the County Ordinance a buffer variance was allowed only when 1. strict adherence to the 100 ft. natural buffer and 50 ft. of pervious setback creates an extreme hardship; and 2. intrusion is necessary for the functionality dependent use, and no reasonable alternative exists. Mr. Keller continued stating that his denial provided two supporting reasons 1. The application included an incorrect buffer claim; and 2. The footprint size and various required minimums. Mr. Keller reviewed a map that outlined the property and the watershed Protection ordinance buffer and setback impacts. He stated that based on the variance application 33% of the structure would be in the watershed protected buffer, 59% would be in the setback totaling 92% of the structure in either the buffer or setback. The footprint of the building was 3,800 sq. ft. which was 90% larger than minimum zoning requirement. Mr. Keller noted that there was 9,900 sq. ft of buildable area behind the home within the buffer/setback line, based on these reasons the application was denied. Mr. Keller provided a brief history of the property. He noted that Mr. Beadle did come to the office and spoke with Ms. Sims who subsequently emailed him the property evaluation form that clearly stated that there was a stream on site that needed determination so the buffers could be determined. Mr. Keller stated that there was no additional contact from Mr. Beadle or his surveyor. That information was provided again in January 2023 and again there was no contact from the property owner, surveyor, or design professional. He stated that there were no requests nor requests for information so staff could not get onto the property to determine the stream or ask what the buffer would be on the property by a surveyor or engineer. Mr. Keller stated that in 2023 multiple building permits was submitted to the Building Safety Department via SAGES none of which were received by the Environmental Management Department because they did not meet the minimum requirements at intake and were rejected. Once the Building Safety issues were resolved on July 23, 2024 there was a submitted application that was accepted. He noted that this was about 1.5 years after the initial inquiry about the property. At this point during an evaluation by his staff on new arial maps it was noticed a house had been constructed without a building permit or land disturbance permit. Mr. Keller stated upon this discovery his team as well as

Build Safety staff went out to investigate upon arrival, they found an almost complete house. A stop work order was immediately issued. Shortly thereafter seven citations were issued. Once the stop work order was issued because for the land disturbance without a permit, staff asked for permission to get on site and by August site access was granted to make a determination of the stream. It was confirmed to be a perennial stream by both County staff and an independent environmental firm. Based on this determination the buffer/setback requirement was clear, the buffer was set at 100 ft. and a 50 ft. setback. Buffer/setback citations were issued. Mr. Keller stated that there had been several court continuances that occurred, the applicant hired his current counsel, and the variance application was submitted and subsequently denied August 2025 and now the issue was before the Board for consideration.

Commissioner Rousseau asked as a point of clarification based on Mr. Lindsey's presentation if the setbacks were not included.

Mr. Lindsey clarified, stating that the original survey did not include the additional setback requirements and only noted 25 sq. ft. on either side

Mr. Keller stated that staff did receive that survey from the applicant and that was what was shown on the survey.

Vice Chairman Gibbons moved to approve the appeal overruling the denial.

Commissioner Rousseau called for point of order noting that he was still engaged in discussion.

Vice Chairman Gibbons extended his apologies assuming the dialogue had ended.

Commissioner Rousseau asked if there were any repercussions for violating our standards, if approved.

Mr. Keller stated that this was one of the most difficult decisions he had to make as Environmental Management Director, and he took this very seriously. Some of the repercussions of a vote allowing the structure to stay was the ability for someone to build a structure inside the watershed buffer/setback any time and request a variance be denied and be subsequently approved by the Board for said variance. He noted that structures have been removed in the past that were only marginally in the watershed buffer/setback.

Commissioner Rousseau asked if there were any state or oversight authority that could issue any type of repercussions, if approved.

Mr. Keller stated no, not that he was aware of.

Commissioner Rousseau asked the Assistant County Attorney Ali Cox if this could create a precedent, if approved.

Ms. Cox stated that in terms of precedent this would be a bad look for future homeowners and developers to be able to build in the buffer/setback and come after the fact and request a variance. She noted that these were state guidelines, "but us [the County] not following them would just be us not following them". She noted that she did not believe there would be any fines.

Commissioner Rousseau asked if they anticipated any negative environmental impacts.

Mr. Keller stated that the buffer/setback was put in place for a reason. The buffer was there to help downstream water quality, erosion, sediment, etc. He noted that this was only one house there was no concrete answer. He acknowledged that they did provide a mitigation plan to address these issues.

Commissioner Rousseau asked if he had an opportunity to review the mitigation plan.

Mr. Keller stated yes, he had. It was a part of the variance application which he denied.

Vice Chairman Gibbons stood by his previous motion to approve the appeal overruling the denial. Commissioner Maxwell seconded.

Commissioner Maxwell asked Mr. Lindsey for a brief overview of the mitigation plan.

Mr. Lindsey stated that the mitigation plan included a significant amount of planting/vegetation including tress, bushes, wetland plants which would in turn slow down the downstream water velocity as previously discussed. He noted that his client was open to additional measures, if requested by the Board.

Commissioner Maxwell stated that in his opinion he could not imagine a property owner risking this amount of money trying to get away or intentionally disregarding County ordinances and proper processes. He also acknowledged that he felt Mr. Keller made the right decision based on the information provided. Commissioner Maxwell stated that he didn't see any other option but to grant the approval of the variance application.

Vice Chairman Gibbons stated that from his perspective the appeals process was in place for a reason. He stated that he would continue to review each request according to the facts presented and based on its own merits, which was exactly what he was doing tonight. Reviewing this case, it posed an extreme hardship with no alternative way to fix the issues, the obvious option would be to overrule the denial and approve the variance request.

Commissioner Oddo sated that this was one of the most difficult application requests he's had to consider. He noted that as he reviewed the information, he was baffled on how the construction has gotten so close to being completed. In looking over photos of the site he noted wiring/electrical and questioned why inspections had not been done throughout.

Mr. Lindsey stated that they had been inspected by independent professional engineers and not County staff.

Building Safety Director Leslie Nieber stated that there was no inspection done by the County at the property, because there was no valid issued permit. Any inspections performed were done by an individual hired via the builder.

Mr. Rapson stated that this did happen from time to time. A property owner would have work done and then come to the County acknowledging said work. The owner would then be advised that they had two options 1. provide the construction professional (i.e. electrical, framing, etc.) information to stamp certification of the work and the County could accept those; or 2. pull back the sheetrock opening the walls for the County to conduct inspections. This was a completely different situation. 92% of this structure was in the watershed buffer/setback. Additionally, the nearly completed structure had not been inspected at any point by any County staff. Mr. Rapson reiterated the fact that other property owners have had to be removed structures for being marginally in the watershed buffer/setback this structure was almost entirely, 92% in the watershed buffer/setback. While he was sympathetic to the property owner based on the ordinance the denial was warranted and appropriate.

Commissioner Oddo asked if this had been going on for about 3 years.

Mr. Lindsey stated no construction took about 6 months, he reiterated that inspections were performed independently and not by County staff. He noted that he understood if approved, this would not end the issue and would only get them to the next stage. He noted that he was told professional engineers had inspected the structure as they went through the construction process. Mr. Lindsey stated that he was aware that documentation along with certification would be required, if approved, as well as possible additional inspections.

Chairman Hearn stated that he had a few questions from an engineering perspective. He asked if a pool was going to be built behind the house.

Ms. Nieber stated that the pool was not a part of the building permit and a part of citation issued highlighted the pool excavation. The applicant would be required to apply for a building permit and would go through the Environmental Management Department for swimming pool requirements and approval.

Chairman Hearn stated that he preferred County staff reviewing the construction work and performing the inspections reviewing the framing, electrical, plumbing, HVAC, etc. He noted that if the property owner/contractor had gotten a permit we would not be having this discussion tonight. Builders are required to pull permits for construction in Fayette County. Chairman Hearn acknowledged that he was also torn on this decision a difficult one.

Commissioner Oddo asked Ms. Cox if the County could be held liable for anything or sued in the future as a result of issues potentially caused by the approval of this variance of a structure built in the watershed buffer/setback.

Ms. Cox acknowledged that the impervious surface could cause downstream neighbors some issues caused by the water, which was why the buffer protection was in place. She noted that it was only one a single residence, so she was not sure how significant an impact it would cause but it was a liability. And then there was the implication of setting a precedent, what happens next time, how would the Board argue the difference between this case and the next and in turn creating potential for liability.

Mr. Rapson stated that the biggest liability he was concerned about was the fact that there were no mechanical, framing, foundation, or electrical inspections. We would be relying on third-party certification and albeit if something happened to the property the County would be included in the lawsuit, because we would be indirectly validating the inspections by accepting them.

Commissioner Rousseau stated to the applicant that while he was sympathetic to his health challenges and the potential loss of his home and the amount of money on the line, he could not ignore the facts of the case. The fact that 92% of structure was built within the watershed buffer/setback made it difficult for him to approve. Especially noting the potential for liability falling on the County in the future. Commissioner Rousseau acknowledged that this was a tough decision.

Mr. Lewis White, applicant builder, stated that he had known Mr. Beadle for almost 20 years and was the builder of his previous home in Fayette County. He stated that there was no malice intent to deceive the County in any way. He relayed to the Board that there was pressure from his bank to move forward due to on-going delays meeting Fayette County's environmental percolation requirements. He noted that the positioning of the structure was based on information provided via the survey as well as the required placement of septic system fields. He continued noting that construction was only 75% complete and open if additional inspections were needed. He acknowledged that as a result of pressure from the bank he moved forward with construction without the permits knowing that the third-party inspections had been performed and could be provided to the County to ensure the house was built correctly. Mr. White stated that this was a bad judgement call on his part.

Mr. Rapson reiterated that there was never a building permit issue nor discussions with County staff regarding using third-party inspections. It was not until they needed to hookup to electricity that the County was aware that the structure was built. This was not the process in Fayette County, nor had it ever been.

Commissioner Oddo that this was an unusual case. He noted that Fayette County had wonderful professional staff that worked with property owners, helping them work through processes and procedures in places to protect all involved. He stated that it was the Board's goal to support their team. Commissioner Oddo stated that the best he could do was vote not based on emotions but based on what would minimize this happening in the future and could not vote to approve this.

Commissioner Maxwell stated that in reviewing site photos he noticed that the property had no closed walls and inspections could easily be performed. He stated that he felt they moved too quickly and got ahead of themselves but that this could be handled and rectified. He stated that he understood that permits had not been pulled but did feel it was done deceptively. He asked what the next step was, if denied.

Mr. Lindsey stated that Mr. Beadle would appeal the denial in Superior Court.

Commissioner Maxwell stated that as it related to setting a precedent, he did not have to justify his vote next time in considering the next request. He would consider the facts presented and make a decision based on the facts of the case.

Commissioner Oddo stated that based on this case in reviewing the facts presented this was a situation where everything was wrong and was irritated that the County was not involved more in this process. As much as he would like too, he could not support this approval.

Commissioner Rousseau stated that the applicant has another avenue that could use to gain resolution via going through the court appeal process, which he should utilize it. He stated that he felt it was important for the Board to show the citizens that our policies, procedures, and ordinances mean something and that we will protect them.

Vice Chairman moved to approve the appeal overruling the denial. Commissioner Maxwell seconded. The motion failed 2-3, with Chairman Hearn, Commissioner Oddo, and Commissioner Rousseau voting in opposition.

Commissioner Rousseau moved to uphold Environmental Management Department's denial of a watershed buffer/setback variance for 170 Laydon Avenue. Commissioner Oddo seconded. The motion passed 3-2, with Vice Chairman Gibbons and Commissioner Maxwell voting in opposition.

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.

Water Systems Director, Vanessa Tigert, stated that this request was seeking approval for Fayette County Public Works to perform paving and stormwater maintenance repair at Lake Kedron Water Reservoir in Peachtree City in the amount of \$187,096.70.

Chairman Hearn asked when the work was expected to be done.

Roads Director, Steve Hoffman, stated that they would start on the erosion control component of this project first and then as the weather allowed, they would resurface the parking lot.

Chairman asked how long they anticipated the project taking to complete.

Mr. Hoffman stated that the paving portion would only take a few days once started, however the erosion control would involve installing curb and gutter, changing the routing of water flow, constructing some fumes, and mulching some areas for stabilization. In total he stated it should not take longer than a month to complete.

Vice Chairman Gibbons moved to approve Fayette County Public Works perform paving and stormwater maintenance repair at Lake Kedron Reservoir area in Peachtree City in the amount of \$187,096.70. Commissioner Oddo seconded. The motion passed 5-0.

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.

Mr. Keller stated that this item was seeking 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. He continued stating that every couple of years the County went through the RFP process to select a Public Works Engineer of Record for SPLOST projects and stormwater-related engineering needs. This would serve as a blanket contract for engineering services, on an as-needed basis. Through the RFP process LJA Engineering, Inc was selected to serve as the Public Works Engineer of Record.

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

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).

Public Works Director, Phil Mallon stated that this item involved the federal aid project on Highway 279 Realignment Project. He stated that while the project had been going on for a while it was on schedule and on budget, noting that it was a slow deliberate process. Mr. Mallon stated that staff very intentionally broke up the design phase into several discreet tasks. This request was seeking 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. Mr. Mallon noted that there would be one additional task order brought before the Board for consideration prior to the construction stage of the project.

Chairman Hearn moved 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). Commissioner Oddo seconded.

Commissioner Oddo asked if construction of the road had to be completed before federal funding could be received.

Mr. Mallon stated no, reimbursement updates were submitted quarterly. The County was being reimbursed as the project went along.

Commissioner Oddo asked if this project would begin once Georgia Department of Transportation (GDOT) complete the current project being done further north on Highway 85.

Mr. Mallon stated that he was not privy to that project schedule. However, if the SR 279 Realignment Project remained on schedule construction would begin in winter 2028.

Commissioner Rousseau asked if path systems had been included in the design of the SR 279 Realignment Project.

Mr. Mallon stated yes, the design included paths and sidewalks.

Chairman Hearn moved 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). Commissioner Oddo seconded. The motion passed 5-0.

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).

Mr. Mallon stated that this item was slightly more complicated. He explained that another funding opportunity presented itself with very little notice, noting that traditionally competitive funding was facilitated through the Atlanta Regional Commission (ARC) with adequate lead time. However, with this funding Georgia Department of Transportation (GDOT) decided to award the money directly to cities and counties instead of going through the ARC. So, notice was received via email that the grant window was open with a deadline of October 31st. Mr. Mallon stated that he would provide an overview of the project but wanted to highlight that this was a significant project on a corridor that had long range plans for capacity improvements. Mr. Mallon stated that as a point of clarification this item was seeking approval to submit a grant of up to \$16,000,000, which might mean a local match for Preliminary Engineer (PE) of up to \$757,565. He wanted to ensure the Board was clear on the potential match requirement if awarded. If approved money for the local match was available from the 2004 SPLOSTs. Mr. Mallon stated that if approved for the full \$16,000,000 local match for right-of-way (ROW) and construction (CST) phases may total up to \$2,800,000 which the County

did not have set aside to provide this match, additional sources beyond existing SPLOST funds would have to be authorized by the Board of Commissioners

Mr. Mallon stated that the proposed project was for construction of two roundabouts. The first was at the existing signalized intersection of McDonough Road, McElroy Road, and County Line Road. The second was 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 designed to accommodate future road widening. If awarded, the federal aid is authorized by phases (PE, ROW, and CST).

Commissioner Rousseau asked for clarification regarding funding currently available for the local match.

Mr. Mallon stated that typically grants were awarded in phases. In this case the assumption was that they would award the PE or design phase of the project which local match funding was available to cover. However, if approved for the full \$16,000,000 local match for right-of-way (ROW) and construction (CST) phases may total up to \$2,800,000 which the Digest did not have set aside.

Commissioner Rousseau stated that in reviewing this project the County already owned majority of the right-of-way which was a cost and time savings.

Mr. Mallon stated that was spot on analysis and one of the factors that made this project so attractive to pursue. He added that this was a hot spot in the County and improvements were needed. If not accepted via the GDOT or not approved by the Board to pursue these projects would be coming before the Board in the future for consideration.

Vice Chairman Gibbons asked if he was expecting a quick turnaround for the approval of the grant.

Mr. Mallon stated that he was advised that it would be a quick turnaround for approvals.

Vice Chairman Gibbons ask if approved regardless of the construction timetable did the funding have an expiration.

Mr. Mallon stated, no.

Vice Chairman Gibbons moved to approved 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). Commissioner Oddo seconded.

Mr. Rapson provided a funding breakdown at 20% for the project. He stated that the match would be \$3.2M, \$750K would come from the 2017 (17TAG) SPLOST. The residual \$2.3M would come from the I2 Easton project to fund the difference. He stated that they would go ahead and make those budget transfers to have the funding set aside, if awarded.

Vice Chairman Gibbons moved to approved 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). Commissioner Oddo seconded. The motion passed 5-0.

21. Request to award Bid #26045-B Hot-In-Place Asphalt Recycling to Gallagher Asphalt Co, Inc. in the amount of \$328,405.00.

Mr. Hoffman stated that this item was requesting approval to award Bid #26045-B Hot-In-Place Asphalt Recycling to Gallagher Asphalt Co, Inc. in the amount of \$328,405.00. Mr. Hoffman stated that this would cover about 4.02 miles in Chanticleer Subdivision, including 13 roads.

Vice Chairman Gibbons moved to approve to award Bid #26045-B Hot-In-Place Asphalt Recycling to Gallagher Asphalt Co, Inc. in the amount of \$328,405.00. Commissioner Oddo seconded.

Commissioner Maxwell asked why there was only one responsive bidder.

Mr. Hoffman stated that this was asphalt recycling process and only a few companies could perform the work. This was the only company willing to come to Georgia to do the work. All the companies were solicited, and this was the only one that responded.

Commissioner Oddo asked what determined when Hot-In-Place Asphalt Recycling is done as opposed to Micro Surfacing.

Mr. Hoffman stated that Hot-In-Place Asphalt Recycling was becoming the industry standard for recycling asphalt. With this method the current asphalt was reheated and both a rejuvenator and an emulsion were added to the surface. The top was scarified then laid under a screen and topped with the reheated asphalt. Micro Surfacing was another method of resurfacing a road without using hot asphalt from a plant.

Chairman Hearn asked if we were limited weatherwise getting the work completed because it had to be done in warmer weather.

Mr. Hoffman stated yes, performing the work was dependent on the weather.

Vice Chairman Gibbons moved to approve to award Bid #26045-B Hot-In-Place Asphalt Recycling to Gallagher Asphalt Co, Inc. in the amount of \$328,405.00. Commissioner Oddo seconded. The motion passed 5-0.

22. Request to award Bid #26042-B Micro Surfacing to Asphalt Paving Systems, Inc. in the amount of \$899,475.00.

Mr. Hoffman stated that this item was seeking approval to award Bid #26042-B Micro Surfacing to Asphalt Paving Systems, Inc. in the amount of \$899,475.00.

Vice Chairman Gibbons moved to approve to award Bid #26042-B Micro Surfacing to Asphalt Paving Systems, Inc. in the amount of \$899,475.00. Commissioner Oddo seconded. The motion passed 5-0.

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.

Mr. Mallon state that this request was seeking Board 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. Mr. Mallon noted that there were six parcels total and provided an overview of the parcel locations. 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.

Mr. Rapson stated that as a point of clarification that the GA Power's Ashley Park – project had two routes associated with it and the six permanent easements as outlined in this request were not a part of the special master right to condemn route.

Vice Chairman Gibbons asked if this was a fair offer.

Mr. Mallon stated that the offers were based on an independent appraisal and the value seemed very reasonable.

Vice Chairman Gibbons moved to approve 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. Chairman Hearn seconded.

Commissioner Oddo asked if this had been reviewed and vetted via legal.

Mr. Mallon stated yes, everything had been checked by staff and vetted with the County Attorney's Office.

Commissioner Oddo stated that this would be serving QTS but was this a different route.

Mr. Mallon stated that there were two independent routes the serviced QTS.

Commissioner Oddo asked if the other route issues had been resolved.

Mr. Mallon stated no, however, it was separate from this route associated with these six permanent easements.

Mr. Rapson stated that to help differentiate the two routes the GA Power's Ashley Park – Creola route was associated with the six permanent easements discussed in this item. The GA Power's Ashley Park – Charles route was the other that route including the three easements going through the superior court process.

Commissioner Rousseau asked if this request was appropriately before the Board for consideration. He continued asking if this was considered real estate in the counties inventory.

Ms. Cox stated yes, it was real estate. It involved County property and discussed the sale of said property.

Commissioner Rousseau stated that the Board was deemed trustees of that real estate on behalf of the citizens of the County.

Ms. Cox stated that was correct.

Commissioner Rousseau stated that from his recollection County policy outlined a process for the Board to handle and discuss real estate items.

Ms. Cox stated that this was presented to the Board under threat of condemnation and as a result handled differently.

Commissioner Rousseau asked about the property valuations being done by Georgia Power.

Mr. Rapson stated that the values and subsequent offers were based on an independently conducted appraisal, hired by Georgia Power. He noted that staff also reviewed the valuation and conducted analysis to ensure the determinations were appropriate.

Commissioner Rousseau asked if Georgia Power was a political body.

Ms. Cox stated that they were a utility and under the constitution had condemnation powers.

Commissioner Rousseau stated that this item caused him concern and was seriously affecting the community.

Commissioner Maxwell stated that from his perspective this item was trying to prevent a lawsuit between Fayette County and Georgia Power. In reviewing the valuation and analysis of the property it was a seemingly straightforward formula. Commissioner Maxwell stated that he had no desire to get into a fight with Georgia Power for a relatively small amount of property. He concluded by stating that the request looked reasonable to him and he felt the Board should move forward.

Commissioner Rousseau stated that while he largely agreed with Commissioner Maxwell comments, his issue was not focused on the sale of the property but on the process the Board was using to facilitate it. As a body we should be following the processes put in place.

Commissioner Oddo stated that he would like to see the issues resolved completely before moving forward with the sale of the property. He stated he was not comfortable voting until everything involved in this project was settled.

Vice Chairman Gibbons moved to approve 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. Chairman Hearn seconded. The motion passed 3-2, with Commissioner Oddo and Commissioner Rousseau voting in opposition.

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.

Ms. Cox stated that this item was seeking Board 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. She stated that legislation would dismantle the Board of Elections reforming it by removing appointment powers from the private entities and shifting that responsibly to the Board.

Chairman Hearn stated that he met with the County Attorney and both chairmen from the Democratic and Republican parties. He noted that Mr. Davenport explained why this was being done in effort to protect the County from challenges in future elections. Chairman Hearn stated that they also promised to listen to recommendation they may offer the Board.

Vice Chairman Gibbon stated as a point of order there were no promises made. What was discussed was that anyone would be allowed to submit an application to be a member of the Board of Elections.

Chairman Hearn stated that was correct.

Chairman Hearn moved to approve Resolution 2025-09 to request that the Georgia General Assembly pass local legislation creating a new Board of Elections and Registration for Fayette County. Commissioner Oddo seconded.

Vice Chairman Gibbons noted as a point of clarification that the current Elections Board based on recent case law was potentially unconstitutional and that was the primary driver of seeking this solution.

Ms. Cox stated yes, because of the involvement of private parties.

Chairman Hearn moved to approve Resolution 2025-09 to request that the Georgia General Assembly pass local legislation creating a new Board of Elections and Registration for Fayette County. Commissioner Oddo seconded. The motion passed 5-0.

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.

Ms. Cox stated that this stemmed from legislation that passed last year, essentially untethering the tie back to Superior Court Judges salaries to several positions. She noted that this was for compensation for both the State Court Judge and Solicitor of Fayette County, this would establish not just base pay but also an escalator clause.

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

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.

Ms. Cox stated that this request was seeking 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.

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

ADMINISTRATOR'S REPORTS:

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

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

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

D: Contract #2533-S: Motorola (Spillman) Annual Maintenance

**E: Contract #2563-B: On-Call Annual Contract for Water Distribution and Stormwater Infrastructure; Task Order #2: 10” Main –
Kenwood Rd at Morning Creek Bridge**

F: Contract #26007-S: Stryker Maintenance Agreement

G: Contract #26037-S Radio Transcription and Coaching Software

H: Contact #26037-S Radio Transcription and Coaching Software Notice to Proceed

Hot Projects

Mr. Rapson stated that he provided the Board with the Hot Topics report with updates to the Parks and Recreation Multi-Use Facility, Starrs Mill Tunnel, North Bend Ct. Culvert Replacement, and the QTS Traffic Signal and guardrail project.

Halloween

Mr. Rapson advised that Halloween was on Friday October 31.

Georgia Power Open House

Mr. Rapson advise that Georgia Power was hosting an open house regarding transmission lines on November 10th held at the Fayette County Library at 3 p.m. and 6 p.m.

Veterans Day

Mr. Rapson advised that November 11th was Veterans Day and County offices would be closed.

BOC Meeting Schedule

As a reminder, he advised that there was only one Board of Commissioners Meeting for the last two months of the year on November 13th and December 11th and they would be held at 2 p.m., which was previously approved on the BOC Meeting schedule at the end of last year.

Consumer Confidence Report “as the best in the State”

He concluded giving a shootout to water System Director Vanessa Tigert and her team for receiving a state award for our Consumer Confidence Report “as the best in the State”.

ATTORNEY'S REPORTS:

Notice of Executive Session: Assistant County Attorney Ali Cox stated that there were two items for Executive Session. One item involving real estate acquisition and the review of the September 25, 2025 Executive Session Minutes.

COMMISSIONERS' REPORTS:

Commissioner Maxwell extended a job well done to Fayette County Clerk, Tameca Smith, acknowledging her recent article in the Georgia Trend magazine. He noted that she does not like being in the spotlight but wanted to highlight all her hard work and dedication.

Commissioner Rousseau extended his kudos to Ms. Smith for her hard work and congratulations on the article. He also encouraged all to go out and vote. He thanked the entire staff for their efforts in making the Citizen Workshop a success and he received great feedback. Commissioner Rousseau asked who was responsible for the electrical poles on Veterans Parkway because they were destroying the recently paved road.

Commissioner Oddo extended his appreciation to Ms. Smith for her continued hard work for the County. He stated that tonight was a difficult meeting, but the Board did their best to conduct the business of County for its citizens.

Vice Chairman Gibbons reminded all to remember the veterans who served because they deserve our recognition as we celebrate on November 11th. He also acknowledged November 10th as the 250th anniversary of the United States Marine Corp.

Chairman Hearn expressed his appreciation to County staff and thanked them for all they did for the citizens of the County. He added that last year the Board approved giving County staff the week Christmas off and wanted to do it again this year.

Chairman Hearn moved to giving County staff the week Christmas off, closing County offices December 22-26. Vice Chairman Gibbons seconded. The motion passed 4-1, with Commissioner Rousseau voting in opposition.

EXECUTIVE SESSION:

One item involving real estate acquisition and the review of the September 25, 2025 Executive Session Minutes. Vice Chairman Gibbons moved to go into Executive Session. Commissioner Oddo seconded. The motion passed 5-0.

The Board recessed into Executive Session at 7:36 p.m. and returned to Official Session at 7:42 p.m.

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

Approval of September 25, 2025 Executive Session Minutes: Commissioner Oddo moved to approve September 25, 2025 Executive Session Minutes. Vice Chairman Gibbons seconded the motion. The motion passed 5-0.

ADJOURNMENT:

Commissioner Oddo moved to adjourn the October 23, 2025 Board of Commissioners meeting. Vice Chairman Gibbons seconded. The motion passed 5-0.

The October 23, 2025 Board of Commissioners meeting adjourned at 7:43 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 13th day of November 2025. Attachments are available upon request at the County Clerk's Office.

Marlena Edwards, Chief Deputy County Clerk

COUNTY AGENDA REQUEST

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Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Discussion, at the request of Chief Judge Scott Ballard, of the Superior Court Judges' compensation, pursuant to House Bill 85, and the request for a merit-based increase for Superior Court Judges' staff members.

Background/History/Details:

A letter from Chief Judge Scott Ballard including the requests is attached. The letter includes two requests.

1. The Superior Court Judges request counties of the Griffin Judicial Circuit to support the 10% locality pay beginning January 1, 2026.
2. A merit-based raise for Superior Court Judges' staff members.

Staff supports the requested 6.25% merit adjustment, with one exception, historically, merit adjustments have not included supplements, and we recommend maintaining this practice.

Staff recommends the locality pay request be tabled until the Intergovernmental Agreement (IGA) relating to the Griffin Circuit Court is finalized.

This ensures that salaries and benefits for Fayette County employees working for the Griffin Circuit Court align consistently with all other Fayette County employees under our county's guidelines.

What action are you seeking from the Board of Commissioners?

Discussion, at the request of Chief Judge Scott Ballard, of the Superior Court Judges' compensation, pursuant to House Bill 85, and the request for a merit-based increase for Superior Court Judges' staff members.

If this item requires funding, please describe:

Changes would require additional funding from Fayette County and the other counties in the Griffin Judicial Circuit, including Upson, Pike, and Spalding.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



Fayette County Justice Center
One Center Drive
Fayetteville, GA 30214

Scott L. Ballard, Chief Judge
Superior Courts
Griffin Judicial Circuit

Phone: 770-716-4272
Fax: 770-716-4860

October 15, 2025

Chairman Hearn,

I hope this letter finds you well. I am writing to you to ask for your support in implementing two (2) changes that impact the Griffin Circuit Judicial Budget. The first issue relates to the salaries of the Superior Court Judges. As you may be aware, the 2025 Georgia General Assembly passed a judicial compensation bill (House Bill 85). This bill was intended to bring the salaries of the Superior Court Judges throughout the state into uniformity and to, eventually, eliminate circuit-paid supplements for the Superior Court Judges. The bill requires the Superior Court Judges to opt-in to one of two salary packages by January 1, 2026.

Under the first option, the Superior Court Judges' salaries remain the same, including the current \$50,000 circuit-paid supplement. The second option offers an increase of the Superior Court Judges' salaries, but, instead of a circuit-paid supplement, the Judicial Circuits may elect to offer "locality pay" that is capped at 10% of the Superior Court Judges' base pay. The benefit of the second option for the Judicial Circuits is that the locality pay automatically decreases as cost-of-living adjustments are implemented that increase the Superior Court Judges' state salaries.

As of right now, the Griffin Judicial Circuit contributes \$50,000.00 for each of the five (5) judges in circuit-paid supplements (for a total of \$250,000.00). In addition, the Circuit pays a senior judge who receives a supplement of \$24,000.00 per year. Under the second option noted herein, if all five (5) of the Superior Court Judges opt-in, the 10% locality pay would total approximately \$20,106.00, per judge. Note, the current senior judge is not eligible for this pay structure. As a result, Superior Court Judges who retire after January 1, 2026 and who are appointed by the Governor to serve as Senior Judges would then be entitled to two-thirds of the locality pay in effect at the time of their retirement. This will, not only, save the counties of the Circuit in the short-term by the elimination of the Circuit-Paid Supplement, but it will also benefit the counties long-term in the amounts paid to retired, Senior Judges. We have included a chart demonstrating the costs/savings of providing Locality Pay at the end of this letter.

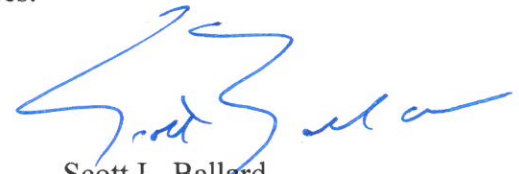
The Superior Court Judges are asking the counties of the Griffin Judicial Circuit to support the 10% locality pay beginning January 1, 2026. While we understand that there may be some concern as the fiscal year 2026 budget has already been approved, the funds needed to support the 10% locality pay are already budgeted as the Circuit-Paid Supplement, which is eliminated by virtue of the Superior Court Judges opting-in to this pay structure. We ask that the counties continue to support and fund this provision in future fiscal year budgets with the goal being to

eliminate locality pay in its entirety as the Superior Court Judges' salaries are increased by the State.

The second request concerns a merit-based raise for Superior Court Judges' staff members. Our staffs are comprised as follows: five (5) state-paid judicial assistants (who receive supplements from the Griffin Judicial Circuit); two (2) state-paid staff attorneys (who receive supplements from the Griffin Judicial Circuit); three (3) staff attorneys employed by Fayette County; four (4) court reporters employed by Fayette County; and a court reporter and legal transcriber employed by Spalding County.

As part of their 2026 Fiscal Year budget, the Fayette County Board of Commissioners voted to give Fayette County employees a merit-raise in an amount not to exceed 6.25%. We are asking that the counties of the Griffin Judicial Circuit agree for our staff to receive 6.25% merit-based raises effective January 1, 2026. Again, we recognize that your respective budgets did not include this increase in salary expenses; however, we believe that there are adequate funds in the current budget to offset these expenditures, particularly in light of the amount "saved" by reducing the County-Paid Supplements to the 10% locality pay, as requested herein. We are asking that this expenditure be supported for the remainder of this fiscal year and funded in subsequent years.

We thank you for your attention to these requests and, as always, are available if you or any commissioner has any questions. We are currently requesting to be added to the November agenda to meet with the County Commission and formally make these requests and address any concerns, but we wanted to provide you with this information as early as possible so that we may begin the process of hopefully implementing these two measures.



Scott L. Ballard
Chief Judge
Griffin Judicial Circuit

cc: Commissioner Edward G. Gibbons, Jr.
Commissioner Eric Maxwell
Commissioner Charles W. Oddo
Commissioner Charles D. Rousseau
Steve Rapson

Superior Court Judge	Current Supplement	Locality Pay	Savings to Circuit
Sams	\$50,000	\$20,106	\$29,894
Ballard	\$50,000	\$20,106	\$29,894
Coker	\$50,000	\$20,106	\$29,894
Miller	\$50,000	\$20,106	\$29,894
Kreuziger	\$50,000	\$20,106	\$29,894
	\$250,000	\$100,530	\$149,470
	½ of Fiscal Year \$75,000	½ of Fiscal Year \$50,265	½ of Fiscal Year \$24,735.00

Circuit Employees	Current Annual Supplement/Salary	6.25% Increase Cost to Circuit*
Kendrick & Williams (Supplements)	\$39,486	\$2,467.88
Crowley, Gross, Starr, Ray, & Byrd (Supplements)	\$34,180	\$2,136.25
Barbour, Irvin, and VACANT** (Salaries)	\$230,187	\$14,386.69
Griffin, Thompson, Murphy, and Raines (Salaries)	\$182,821	\$11,426.31
	½ of Fiscal Year \$299,899	½ of Fiscal Year \$30,417.13

*Does not include the cost of increased retirement benefits. We have estimated the difference to be less than \$2,000 for the remainder of the fiscal year, based upon the FY2026 Budget projections.

**This position has been vacant for two months, yielding savings in the amount of +\$12,788.00 to the overall FY2026 Budget.

House Bill 85 (AS PASSED HOUSE AND SENATE)

By: Representatives Leverett of the 123rd, Efstration of the 104th, Burchett of the 176th, Hong of the 103rd, Gunter of the 8th, and others

A BILL TO BE ENTITLED
AN ACT

1 To amend Article 1 of Chapter 6 of Title 15 the Official Code of Georgia Annotated, relating
2 to general provisions concerning superior courts, so as to modify provisions regarding the
3 compensation received by superior court judges; to provide procedures for superior court
4 judges to opt to receive compensation pursuant to such revised procedures; to provide for
5 grandfathering of certain judges so as to not reduce the compensation paid to such judges;
6 to authorize locality pay by counties to superior court judges in lieu of county salary
7 supplements; to abolish most county salary supplements provided to superior court judges;
8 to authorize the continuation of county salary supplements for chief judges; to authorize
9 continuation of fringe benefits provided by counties to superior court judges; to preserve
10 existing rights and obligations related to retirement benefits provided by counties to superior
11 court judges; to provide for retirement benefits relative to optional locality pay; to amend
12 Code Section 45-7-4 of the Official Code of Georgia Annotated, relating to annual salaries
13 of certain state officials and cost-of-living adjustments, so as to revise provisions relating to
14 calculating and setting the salaries of superior court judges; to provide a definition; to amend
15 Chapter 3 of Title 1 of the Official Code of Georgia Annotated, relating to laws and statutes,
16 so as to suspend the operation of local laws or local ordinances or resolutions that use a
17 superior court judge's salary for the calculation of the salary or compensation of other
18 officers, officials, or employees; to provide for an automatic lifting of such suspension

H. B. 85

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25

19 relative to judges; to preserve the authority of the General Assembly to amend or repeal such
20 suspended local laws; to preserve the authority of local governments to use other
21 mechanisms to change salary calculation during such suspension; to provide for legislative
22 construction; to provide for a definition; to provide a short title; to provide for an effective
23 date; to provide for related matters; to repeal conflicting laws; and for other purposes.

24 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

25 **SECTION 1.**

26 This Act shall be known and may be cited as the "Superior Court Judicial Compensation
27 Reform Act."

28 **SECTION 2.**

29 Article 1 of Chapter 6 of Title 15 of the Official Code of Georgia Annotated, relating to
30 general provisions concerning superior courts, is amended by revising Code Section 15-6-29,
31 relating to salary of judges, as follows:

32 "15-6-29.

33 (a) Except as provided for in subsection (b) of this Code section, the ~~The~~ annual salary of
34 the judges of the superior courts shall be as provided in Code Section 45-7-4 and may be
35 as provided in Code Section 15-6-29.1. The annual salary provided by Code
36 Section 45-7-4 shall be paid by The Council of Superior Court Judges of Georgia in 12
37 equal monthly installments.

38 (b)(1) Each superior court judge in office on July 1, 2025, shall have the option to
39 receive the annual salary provided by Code Section 45-7-4 and any locality pay provided
40 for by Code Section 15-6-29.2, in lieu of his or her compensation which is otherwise
41 provided by laws in effect on June 30, 2025. The option provided by this paragraph shall
42 be exercised by such judge's filing a written notification thereof with The Council of

Superior Court Judges of Georgia and the governing authority of each county comprising such judge's judicial circuit. A superior court judge in office on July 1, 2025, shall not be required or obligated to exercise the option provided by this paragraph, but if and when any such judge voluntarily and expressly exercises such option, such judge's exercise of such option shall be final and irrevocable. The failure to exercise the option shall be an election to continue to receive compensation as previously calculated by law in effect on June 30, 2025, and as outlined in paragraph (2) of this subsection, and until such option is exercised. The option exercised pursuant to this paragraph shall go into effect the next pay period beginning five business days following the exercise of such option.

(2) To ensure that no superior court judge in office on July 1, 2025, has his or her salary, allowance, or county salary supplements decreased during his or her term of office, any superior court judge in office on July 1, 2025, who does not exercise the irrevocable option provided by paragraph (1) of this subsection shall continue to be compensated in precisely the same manner as he or she was compensated as of June 30, 2025, including, but not limited to, county supplements, in accordance with Article VI, Section VII, Paragraph V of the Constitution.

(c) The annual salary shall be the total compensation to be paid by the state to the superior court judges and shall be in lieu of any and all other amounts to be paid from The Council of Superior Court Judges of Georgia, except as provided in Code Sections 15-6-29.1, 15-6-29.2, 15-6-30, and 15-6-32.

~~(c) When a new superior court judgeship is created by law for any judicial circuit, the new superior court judge shall upon taking office become entitled to and shall receive from the county or counties comprising the circuit the same county salary supplement, if any, then in effect for the other judge or judges of the judicial circuit. Such salary supplement for such new judge shall be authorized by this subsection and no other legislation or local legislation shall be required in order to authorize such salary supplement, but nothing in~~

~~this Code section shall be construed to prohibit the enactment of local legislation relating to such salary supplements. A publication of notice of intention to introduce local legislation as provided for in Code Section 28-1-14 shall be required for any local legislation granting, changing the amount of, or removing a salary supplement; but no publication of notice of intention shall be required for a bill creating one or more new superior court judgeships."~~

SECTION 3.

Said article is further amended in Code Section 15-6-29.1, relating to accountability court supplement and limitation, by repealing subsection (c) in its entirety.

SECTION 4.

Said article is further amended by adding a new Code section to read as follows:

"15-6-29.2.

(a) Except as provided for in subsection (b) of this Code section, on or after July 1, 2025, the county or counties comprising a judicial circuit may provide each judge of such circuit who either was not in office as a superior court judge as of July 1, 2025, or made an irrevocable election authorized by paragraph (1) of subsection (b) of Code Section 15-6-29, with locality pay as authorized by this Code section, and such judges shall not be eligible for county salary supplements provided by local Act. In no event shall locality pay exceed 10 percent of the state annual salary provided by Code Section 45-7-4 to such judge. All such locality pay shall be in lieu of and not in addition to any county salary supplements previously provided by the county or counties. All judges within a judicial circuit who are in office as of July 1, 2025, and exercise the option provided by paragraph (1) of subsection (b) of Code Section 15-6-29, or who take office after July 1, 2025, shall receive equal locality pay from any given county within such circuit that has opted to provide such pay.

(b) In no event shall the annual locality pay provided to a judge by the county or counties comprising a judicial circuit in aggregate exceed the lesser of:

(1) 10 percent of the state annual salary paid to a superior court judge pursuant to Code Section 45-7-4; or

(2) \$20,106.00;

provided, however, that if the state annual salary paid to superior court judges exceeds \$201,060.00, then the maximum allowable amount of annual locality pay provided to a judge by the county or counties comprising a judicial circuit shall instead be equal to the difference between \$20,106.00 and half of the amount by which such state annual salary exceeds \$201,060.00. The intent of this paragraph is to provide for a gradual decrease in the maximum amount of allowable locality pay as the state annual salary provided by Code Section 45-7-4 to superior court judges exceeds \$201,060.00 and continues to increase.

(c) When a new superior court judgeship is created by law for any judicial circuit, the new superior court judge shall upon taking office become entitled to and shall receive from the county or counties comprising such circuit the same locality pay, if any, then in effect for the other judge or judges of such circuit. Such locality pay for such new judge shall be authorized by this subsection and no other legislation or local legislation shall be required to authorize such locality pay.

(d) Except as provided for in subsection (b) of Code Section 15-6-29 and subsection (e) of this Code section and notwithstanding any other provision of law to the contrary, on and after July 1, 2025, no county or counties comprising a judicial circuit shall provide county salary supplements to a superior court judge.

(e)(1) Nothing in subsection (d) of this Code section shall operate to prevent a county or counties comprising a judicial circuit from continuing to provide a local salary supplement to the chief judge of such circuit that was otherwise authorized by law on June 30, 2025. On or after July 1, 2025, no local supplement for a chief judge shall be enacted or increased.

(2) For all judges who elect to exercise the option provided by paragraph (1) of subsection (b) of Code Section 15-6-29, to the extent the aggregate salary provided for by subsection (a) of Code Section 15-6-29 and locality pay provided for by subsection (a) of this Code section to a particular judge do not equal or exceed such judge's aggregate salary and local supplement in effect at the time of such judge's exercise of such option, then the county or counties of the circuit shall pay an additional supplement in an amount equal to the difference between the aggregate salary and supplement in effect at the time of such judge's exercise of such option and the aggregate salary provided for by subsection (a) of Code Section 15-6-29 and locality pay provided for by subsection (a) of this Code section. When an additional supplement is required by this paragraph in a circuit consisting of more than one county, then each county shall pay such additional supplement in proportion to each county's contribution to the local supplement in effect at the time of such judge's exercise of the option to participate. In no event shall the additional supplement required by this paragraph result in a judge's aggregate salary that exceeds the aggregate salary and supplement existing at the time of a judge's exercise of such option.

(f) Nothing in subsection (d) of this Code section shall operate to prevent a county or counties comprising a judicial circuit from continuing to provide fringe benefits to any judge of such circuit in the same manner that such benefits were provided on June 30, 2025.

(g) Nothing in this Code section or subsection (b) of Code Section 15-6-29 shall operate to alter, amend, contract, expand, extend, limit, modify, or terminate retirement benefits or rights thereto in existence prior to July 1, 2025. All judges who exercise the option provided by paragraph (1) of subsection (b) of Code Section 15-6-29 shall have no right to any benefit existing at the time such option is exercised reduced. To the extent otherwise permitted by law, each county within a judicial circuit is authorized, but not

148 required, to provide retirement benefits based upon the locality pay it provides pursuant to
149 subsection (a) of this Code section."

150 **SECTION 5.**

151 Code Section 45-7-4 of the Official Code of Georgia Annotated, related to annual salaries
152 of certain state officials and cost-of-living adjustments, is amended by repealing and
153 reserving paragraph (20) of subsection (a) and adding a new subsection to read as follows:

154 "(d)(1) For the purposes of this subsection, the term 'base salary' means the annual salary
155 fixed for the judges of the United States District Court for the Northern District of
156 Georgia on July 1 of the second preceding state fiscal year.

157 (2) Except as provided for in subsection (b) of Code Section 15-6-29, the annual salary
158 of each superior court judge shall be set by the General Assembly in the General
159 Appropriations Act, provided that such salary shall not exceed 90 percent of the base
160 salary provided for in paragraph (1) of this subsection."

161 **SECTION 6.**

162 Chapter 3 of Title 1 of the Official Code of Georgia Annotated, relating to laws and statutes,
163 is amended by adding a new Code section to read as follows:

164 "1-3-12.

165 (a)(1) Notwithstanding any provision of law to the contrary, as of July 1, 2025, all local
166 laws and local ordinances or resolutions in effect as of such date that provide for a salary,
167 supplement, or other compensation to be paid to a state, county, or local officer, official,
168 or employee based on a percentage of, total compensation for, or similar mathematical
169 relationship to any superior court judge's salary, supplement, or other compensation shall
170 be suspended as a matter of law with respect to any increase in the salary, supplement,
171 or other compensation paid to a superior court judge during the term of such suspension;

provided, however, that such suspension shall not be applicable to any local law or local ordinance or resolution adopted after July 1, 2025.

(2) During the period of the suspension provided for in paragraph (1) of this subsection:

(A) No change in the salary of a superior court judge shall result in a change in the calculation of any compensation to be paid to a state, county, or local officer, official, or employee by any county, municipality, consolidated government, or other political subdivision; and

(B) The compensation paid to any state, county, or local officer, official, or employee whose compensation is expressly based on a percentage of, total compensation for, or similar mathematical relationship to a superior court judge's salary, supplement, or other compensation shall remain at the same amount as provided at the beginning of such period of suspension, unless and until such suspension terminates with respect to such individual pursuant to paragraph (1) of subsection (b) of this Code section or the compensation paid to any such state, county, or local officer, official, or employee is modified pursuant to subsection (c) of this Code section.

(3) The provisions of this subsection shall not repeal or amend any local law or local ordinance or resolution, but the provisions of local laws or local ordinances or resolutions related to calculating compensation based on a superior court judge's salary, supplement, or other compensation shall be merely suspended and shall remain suspended with respect to any change in such compensation until such suspension is lifted or such compensation is modified pursuant to subsection (b) or (c) of this Code section with respect to a given public officer, official, or employee.

(b)(1) As of July 1, 2026, the suspension provided for in subsection (a) of this Code section shall be terminated with respect to all judges. Any salary or compensation change for a judge that otherwise would have gone into effect between July 1, 2025, and June 30, 2026, by operation of a local law or local ordinance or resolution if such suspension had not been in effect shall become effective for calculations of such judge's

prospective salary or other compensation that may be earned on or after July 1, 2026, unless the local law or local ordinance or resolution that provides for a salary, supplement, or other compensation to be paid to such judge is repealed prior to July 1, 2026, or is amended, prior to July 1, 2026, to expressly modify the terms of such judge's compensation.

(2) The suspension provided for in subsection (a) of this Code section shall remain in place for all officers, officials, and employees described in paragraph (1) of subsection (a) of this Code section other than judges, unless and until the compensation payable to any such other officer, official, or employee is modified pursuant to subsection (c) of this Code section.

(3) The termination of a suspension provided for in subsection (a) of this Code section shall not entitle any person to retroactive compensation that he or she otherwise may have earned except for such suspension, and no such retroactive payments shall be made.

(c)(1) Nothing in this Code section shall operate to prevent the General Assembly from at any time repealing or amending, in whole or in part, any local law that is suspended pursuant to subsection (a) of this Code section, 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 this Code section.

(2) Nothing in this Code section shall operate to prevent a county, municipality, consolidated government, or other political subdivision from, at any time, enacting any salary, supplement, or other compensation changes for any state, county, or local officer, official, or employee if otherwise authorized by general or local law, and any such change shall become effective in the time and manner stated in such lawful enactment, without regard to the suspension provided for in this Code section.

(3) In no event shall any action described in paragraph (1) or (2) of this subsection:

(A) Authorize the payment of or entitle any superior court judge to any salary supplement or any locality pay in excess of the limits set forth in Code Section 15-6-29.2; or

(B) Authorize the payment of or entitle any person to retroactive compensation that he or she otherwise may have earned except for any period of suspension.

(d) The General Assembly finds that increases to superior court judges' compensation that become effective on or after July 1, 2025, may automatically trigger increases to other public officers, officials, and employees for whom existing legislation automatically ties their compensation to that of superior court judges and that these automatic increases in compensation would generally result in sudden financial hardship for local governments. Accordingly, it is the intent of this Code section that:

(1) The salary of any state, county, or local officer, official, or employee whose salary, supplement, or other compensation is based on a percentage of, total compensation for, or similar mathematical relationship to a superior court judge's salary or supplement shall, during the period of any such suspension imposed by this Code section, remain the same as such salary, supplement, or other compensation was at the beginning of such period;

(2) Such state, county, or local officer, official, or employee shall continue to receive such salary, supplement, or other compensation during the period of such suspension at the same rate or amount as at the beginning of such period; and

(3) The amount of such salary, supplement, or other compensation shall remain unchanged until the occurrence of an event described in subsections (a) through (c) of this Code section, which includes:

(A) Such suspension being terminated pursuant to this Code section;

(B) With respect to a salary, supplement, or other compensation set by local law, the General Assembly takes some affirmative action to set the salary, supplement, or other compensation by repealing or amending, in whole or in part, any local law that is

25

250 suspended pursuant to subsection (a) of this Code section and such repeal or
251 amendment becomes effective; or
252 (C) With respect to a salary, supplement, or other compensation set by local ordinance
253 or resolution, the county, municipality, consolidated, or other local government takes
254 some affirmative action to set the salary, supplement, or other compensation and such
255 action becomes effective."

256 **SECTION 7.**

257 This Act shall become effective on July 1, 2025.

258 **SECTION 8.**

259 All laws and parts of laws in conflict with this Act are repealed.

COUNTY AGENDA REQUEST

Page 94 of 236

Department: Sheriff's Office

Presenter(s): Tim Symonds, Consultant

Meeting Date: Thursday, November 13, 2025

Type of Request: New Business #12

Wording for the Agenda:

Request to approve an agreement between Georgia Power Company and Fayette County for underground easement located at 340 Hewell Road, Jonesboro, Georgia 30238, (Parcel ID: 0540 041) in Land Lots 141, 172, 173, 180, 181, and 182 of the 5th District, to allow Georgia Power to install lines for the new viewing tower for the Tactical Driving Course Phase II Project.

Background/History/Details:

The Tactical Driving Phase II inner loop construction is currently under construction. Discussions have been on-going with Georgia Power to provide a new electrical supply to the viewing tower for the HVAC system and lighting. A new line will run from the Fire Training Classroom transformer underground to the location of the viewing tower. As this is land owned by the County, Georgia Power requires an easement to be agreed upon to run the new line.

See attached drawing for the location of the line.

What action are you seeking from the Board of Commissioners?

Approval of an agreement between Georgia Power Company and Fayette County for underground easement located at 340 Hewell Road, Jonesboro, Georgia 30238, (Parcel ID: 0540 041) in Land Lots 141, 172, 173, 180, 181, and 182 of the 5th District, to allow Georgia Power to install lines for the new viewing tower for the Tactical Driving Course Phase II Project.

If this item requires funding, please describe:

No funding required.

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

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

After recording, return to:
 Georgia Power Company
 Attn: Land Acquisition (Recording)
 241 Ralph McGill Blvd NE
 Bin 10151
 Atlanta, GA 30308-3374

PROJECT 2025100100 LETTER FILE DEED FILE MAP FILE
 ACCOUNT NUMBER 11047464-GPC9596-VBS-GP141E14925
 NAME OF LINE/PROJECT: 340 HEWELL RD | POLICE TACTICAL TRACK (FAYETTE COUNTY)
 DISTRIBUTION LINE

PARCEL NUMBER 001

STATE OF GEORGIA
 FAYETTE COUNTY

U N D E R G R O U N D 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, COUNTY ADMINISTRATOR (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is 140 Stonewall Ave W # 100, Fayetteville, GA 30214, 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 340 HEWELL RD, JONESBORO, GA 30238 (Tax Parcel ID No. 0540 041) in Land Lot 141, 172, 173, 180, 181, 182, of the 5 District of Fayette County, Georgia.

The "Easement Area" is defined as any portion of the Property located (a) within ten (10) feet of the centerline of the underground distribution line(s) as installed in the approximate location(s) shown on "Exhibit A" attached hereto and made a part hereof, and (b) within ten (10) feet from each side of any related above-ground equipment and facilities, including without limitations cubicles, transformers and service pedestals, as installed in the approximate location(s) shown in "Exhibit A".

The rights granted herein include and embrace the right of the Company to construct, operate, maintain, repair, renew and rebuild continuously upon and under the Easement Area its lines for transmitting electric current with wires, transformers, service pedestals, manholes, conduits, cables and other necessary

PARCEL 001	NAME OF	340 HEWELL RD POLICE TACTICAL TRACK (FAYETTE
	LINE/PROJECT:	COUNTY) DISTRIBUTION LINE

apparatus, fixtures and appliances; the right to stretch communication or other lines of any other company or person under the Easement Area; the right to assign this Underground Easement in whole or in part; the right at all times to enter upon the Easement Area for the purpose of inspecting said lines and/or making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; the right to cut, trim, remove, clear and keep clear of said underground lines, transformers, fixtures, and appliances all trees and other obstructions that may in the opinion of the Company now or hereafter in any way interfere or be likely to interfere with the proper maintenance and operation of said underground lines, transformers, fixtures, and appliances; the right of ingress and egress over the Property to and from the Easement Area; and the right to install and maintain electrical and communication lines and facilities to existing and future structure(s) within the Easement Area under the easement terms provided herein. Any timber cut on the Easement Area by or for the Company shall remain the property of the owner of said timber.

The Undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

The Company shall not be liable for or bound by any statement, agreement or understanding not herein expressed.

[Signature(s) on Following Page(s)]

 PARCEL 001 NAME OF 340 HEWELL RD | POLICE TACTICAL TRACK (FAYETTE
 LINE/PROJECT: COUNTY) DISTRIBUTION LINE

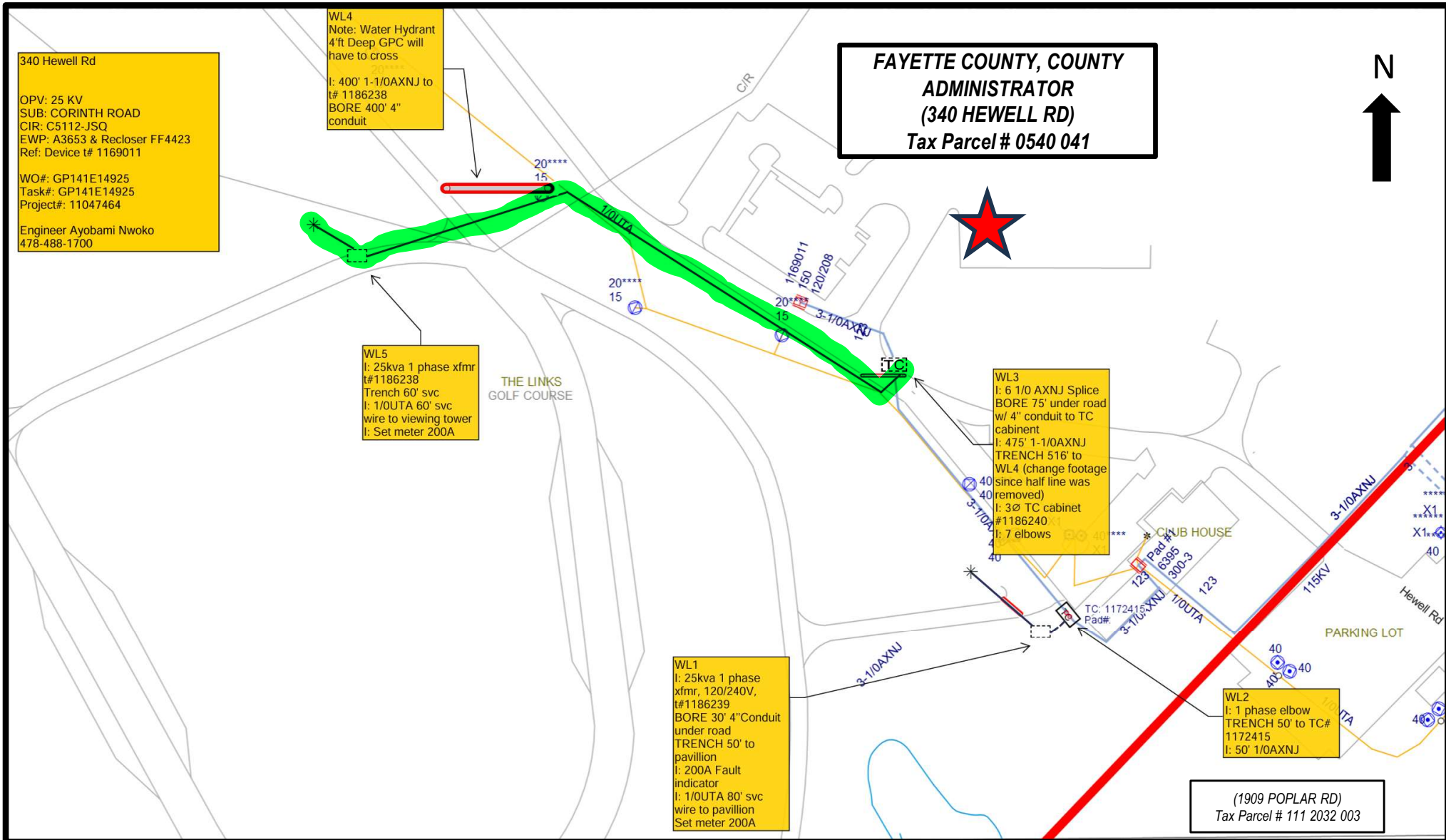
IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their
 hand(s) and seal(s), this _____ day of _____, _____.

Signed, sealed and delivered in the FAYETTE COUNTY, COUNTY ADMINISTRATOR
 presence of:

_____ Witness	By: _____ (SEAL) Name: LEE HEARN Title: CHAIRMAN
_____ Notary Public	Attest: _____ (SEAL) Name: TAMECA P. SMITH Title: COUNTY CLERK

[CORPORATE SEAL]

Exhibit "A"



Doc ID: 009405310003 Type: WD
 Recorded: 07/16/2014 at 09:00:00 AM
 Fee Amt: \$14.00 Page 1 of 3
 Transfer Tax: \$0.00
 Fayette, Ga. Clerk Superior Court
 Sheila Studdard Clerk of Court

BK 4213 PG 399-401

SLEPIAN SCHWARTZ & LANDGAARD
 42 EASTBROOK BEND
 PEACHTREE CITY, GEORGIA 30269
 (770) 486-1220
 14-0420CK

STATE OF GEORGIA
 COUNTY OF FAYETTE

LIMITED WARRANTY DEED

THIS INDENTURE made this 11th day of July, 2014, by and between NANCY MADDOX CAMPBELL and ANNA JEAN DESROSIERS, as party or parties of the first part, hereinafter referred to as "Grantor," and FAYETTE COUNTY, COUNTY ADMINISTRATOR, as party or parties of the second part, hereinafter referred to as "Grantee";

WITNESSETH:

That Grantor for and in consideration of the sum of TEN DOLLARS, in hand paid, at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, and conveyed, and by these presents does hereby grant, bargain, and convey unto Grantee, their heirs, successors and assigns, the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART
 HEREOF FOR LEGAL DESCRIPTION.

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

TO HAVE AND TO HOLD the Property, with all and singular the rights, members and
 appurtenances thereof, to the same being, belonging or in anywise appertaining to the only proper use,
 benefit and behoof of Grantee, their heirs, successors and assigns forever, in Fee Simple.

AND THE GRANTOR will warrant and forever defend the right and title to the above-described
 property unto the Grantee, their heirs, successors and assigns, against the claims of all persons claiming by,
 through or under Grantor, subject only to the Permitted Exceptions.

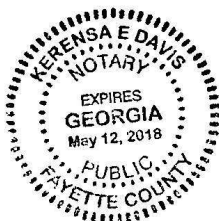
IN WITNESS WHEREOF, the Grantor has signed and sealed this deed the day and year first
 above written.

Signed, sealed and delivered in the presence of:

[Signature]
 Undersigned Witness

[Signature]
 Notary Public
 My Commission Expires:

[Notary Seal]



Nancy Maddox Campbell
 NANCY MADDOX CAMPBELL
Anna Jean Desrosiers
 ANNA JEAN DESROSIERS

EXHIBIT A

Legal Description

All that tract or parcel of land lying and being in Land Lots 141, 172, 173, 180, 181, and 182 of the 5th District, Fayette County, Georgia, and being more particularly described as follows;

Beginning at a rock found on the Land Lot corner common to Land Lots 172, 173, 180, and 181;

Thence North 01°49'49" East, a distance of 450.00 feet to a ½" rebar set;
 Thence South 69°59'27" East, a distance of 346.72 feet to a ½" rebar set;
 Thence South 40°00'25" East, a distance of 212.60 feet to a point;
 Thence South 68°50'17" East, a distance of 234.09 feet to a point;
 Thence South 88°49'16" East, a distance of 160.00 feet to a ½" rebar set;
 Thence South 57°51'26" East, a distance of 116.62 feet to a point;
 Thence South 62°52'41" West, a distance of 295.30 feet to a ½" rebar set;
 Thence South 15°12'38" East, a distance of 354.40 feet to a point;
 Thence South 45°56'32" East, a distance of 382.10 feet to a point;
 Thence South 08°25'32" East, a distance of 555.53 feet to a ½" rebar set;
 Thence South 89°24'41" West, a distance of 668.41 feet to a point;
 Thence North 86°28'02" West, a distance of 569.08 feet to a ½" rebar set;
 Thence North 76°31'28" West, a distance of 382.86 feet to a ½" rebar set;
 Thence South 87°20'47" West, a distance of 416.81 feet to a point;
 Thence South 43°53'37" West, a distance of 599.02 feet to a point;
 Thence North 46°06'23" West, a distance of 50.00 feet to a ½" rebar set;
 Thence South 43°53'37" West, a distance of 250.00 feet to a ½" rebar set;
 Thence South 46°06'23" East, a distance of 50.00 feet to a point;
 Thence South 43°53'37" West, a distance of 350.00 feet to a point;
 Thence North 46°06'23" West, a distance of 50.00 feet to a ½" rebar set;
 Thence South 43°33'42" West, a distance of 99.29 feet to a ½" rebar found;
 Thence North 88°54'33" West, a distance of 269.25 feet to a ½" rebar found;
 Thence North 55°35'19" West, a distance of 104.15 feet to a ½" rebar found;
 Thence South 43°52'52" West, a distance of 67.91 feet to a point;
 Thence North 55°33'23" West, a distance of 1931.13 feet to a ½" rebar set;
 Thence North 06°17'09" West, a distance of 627.01 feet to a ½" rebar found;
 Thence North 22°25'00" East, a distance of 143.84 feet to a ½" rebar found;
 Thence North 24°42'15" East, a distance of 123.04 feet to a ½" rebar found;
 Thence North 29°04'57" East, a distance of 114.72 feet to a ½" rebar found;
 Thence North 29°22'19" East, a distance of 87.89 feet to a ½" rebar found;
 Thence North 54°09'37" East, a distance of 179.77 feet to a ½" rebar found;
 Thence North 37°30'59" East, a distance of 376.87 feet to a ½" rebar found;

Thence North 08°24'23" East, a distance of 22.94 feet to a ½" rebar set found;
 Thence North 23°22'23" East, a distance of 392.02 feet to a ½" rebar found;
 Thence North 87°58'08" East, a distance of 239.89 feet to a point at the beginning of a curve tangent to said line;
 Thence easterly and southeasterly a distance of 152.63 feet along the curve concave to the south, said curve being subtended by a chord which bears South 75°50'11" East 150.61 feet and having a radius of 270.00 feet;
 Thence South 59°38'31" East tangent to said curve, a distance of 201.90 feet to the beginning of a curve;
 Thence southeasterly along said curve to the right, a distance of 176.59 feet, said curve being subtended by a chord which bears South 51°57'37" East 176.01 feet and having a radius of 629.27 feet to a ½" rebar found;

Thence South 40°24'32" West, a distance of 148.27 feet to a ½" rebar found;
 Thence South 57°55'30" West, a distance of 151.62 feet to a ½" rebar found;
 Thence South 41°52'41" East, a distance of 172.95 feet to a ½" rebar found;
 Thence North 39°48'58" East, a distance of 193.05 feet to a ½" rebar found;
 Thence North 56°09'34" East, a distance of 131.42 feet to a ½" rebar found;
 Thence North 63°55'26" East, a distance of 74.30 feet to a point;
 Thence South 52°35'21" East, a distance of 44.32 feet to a point;
 Thence South 44°30'00" East, a distance of 146.94 feet to a point;
 Thence South 52°07'35" East, a distance of 124.33 feet to a ½" rebar found;
 Thence North 01°14'07" East, a distance of 99.90 feet to a point;
 Thence South 87°47'46" East, a distance of 661.64 feet to a rock found;
 Thence South 02°03'56" West, a distance of 425.42 feet to a ½" rebar found;
 Thence North 89°51'21" East, a distance of 1371.69 feet to a rock found at the Point of Beginning.

Containing 194.51 ACRES, more or less.

COUNTY AGENDA REQUEST

Page 102 of 236

Department:

Presenter(s):

Meeting Date:

Type of Request: #13

Wording for the Agenda:

Request to approve amendments to the Fayette County Code of Ordinance; Chapter 2-ADMINISTRATION; ARTICLE V. PURCHASES; SALES; DIVISION 2.-DEPARTMENT OF PURCHASING.

Background/History/Details:

It has been a number of years since the Purchasing Ordinance was updated. In that time prices, procurement processes, and departmental functions have evolved. Proposed changes will:

1. Streamline future Purchasing Ordinance updating.
2. More closely align the Purchasing Department's stated duties with the county's organizational structure.
3. Clarify when purchases must be made through the purchasing director.
4. Clarify when emergency purchasing procedures apply.

Please see the attached proposed red-lined Ordinance and other information.

What action are you seeking from the Board of Commissioners?

Approval of amendments to the Fayette County Code of Ordinance; Chapter 2-ADMINISTRATION; ARTICLE V. PURCHASES; SALES; DIVISION 2.-DEPARTMENT OF PURCHASING.

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

From: Ted L. Burgess 

Date: November 13, 2025

Subject: County Ordinance Update - Purchasing

The county's Code of Ordinances, Chapter 2, Article V establishes the Purchasing Department and specifies its duties generally. With the evolution of the procurement function over time, it becomes necessary to update the ordinance.

Attached, please find a red-lined version of the proposed Purchasing ordinance. In general, the proposed changes:

1. **Streamline future Ordinance updating:** Provides that the Board of Commissioners can establish or update thresholds through the Purchasing Policies and Procedures, without having to also change the County Ordinance.
2. **More closely align the Purchasing Department's stated duties with the county's organizational structure:** The proposed update deletes the requirement for the purchasing director to inspect all deliveries of materials, supplies or contractual services to determine their conformance with specifications.
3. **Clarify when purchases must be made through the purchasing director:** A statement is added to authorize delegation of relatively low-cost purchases to user departments, as well as explain when purchase orders are required.
4. **Clarify when emergency purchasing procedures may apply:** In essence, the update acknowledges that emergencies may occur at any time, not just after office hours, weekends, or similar situations.

THE CODE OF FAYETTE COUNTY, GEORGIA

Chapter 2 - ADMINISTRATION

- **ARTICLE V. - PURCHASES; SALES^[5]**

State Law reference— *County property, O.C.G.A. § 36-9-1 et seq.; public works contracts, O.C.G.A. § 36-10-1 et seq.; preference for in-state products, O.C.G.A. § 36-84-1; local political subdivision purchases through the state, O.C.G.A. § 50-5-100 et seq.; contract for acquisition or lease of property of United States, O.C.G.A. § 50-16-81.*

DIVISION 2. - DEPARTMENT OF PURCHASING

- **Sec. 2-320. - Department created.**

There is hereby created the department of purchasing.

(Code 1983, § 2-10; Code 1992, § 2-116)

- **Sec. 2-321. - Supervision of department.**

The board of commissioners, by and through the county administrator, shall have general supervision of the department of purchasing and shall appoint a director of purchasing.

(Code 1983, § 2-11; Code 1992, § 2-117)

- **Sec. 2-322. - Duties generally.**

The director of purchasing shall have the following duties:

(1) To secure prices for materials, supplies and services of every kind and character required by the various departments of the county.

~~(2) To inspect materials and supplies purchased by the county to determine that the materials and supplies are what they have been represented to be.~~

(3) To determine that the prices paid for materials and supplies purchased by the county are the best that can be obtained in the local market or elsewhere.

(4) Those duties prescribed in this article.

- (5) Such other duties as the board of commissioners may from time to time prescribe and as contained in the employee's job description and the county uniform personnel management system.

(Code 1983, § 2-12; Code 1992, § 2-118)

- **Sec. 2-323. - Purchasing authority.**

- (a) *General purchases.* The director of purchasing shall have the authority to make purchases of materials, supplies and services on the open market where the purchase price does not exceed ~~\$20,000.00~~ *that amount established in the county's Policies and Procedures Manual, as adopted by the Board of Commissioners*; where the purchase price exceeds ~~\$20,000.00~~ *that amount*, the purchase may be made by the director of purchasing only after the prospective purchase has been approved by the board of commissioners ~~on a competitive sealed bid basis or~~ *county administrator, as appropriate.*

- (b) *Fuel purchases.* Subsection (a) of this section notwithstanding, the director of purchasing shall have the authority to make purchases of fuel on the open market. ~~where the purchase price does not exceed \$30,000.00; where the purchase price exceeds \$30,000.00, the purchase may be made by the director of purchasing only after the prospective purchase has been approved by the board of commissioners~~ *Where the purchase price exceeds \$250,000.00 the purchase must be ratified by the board of commissioners at the next available commission meeting.*

(Code 1983, § 2-13; Code 1992, § 2-119; Ord. No. 2011-04, § 1, 5-23-2011)

- **Sec. 2-324. - Inventory of county property.**

The finance department shall maintain a permanent inventory of all personal property of the county having the value of \$5,000.00 or more and charged to the various county departments.

(Code 1983, § 2-14; Code 1992, § 2-120; Ord. No. 93-10, § 1, 12-15-1993; Ord. No. 2002-08, § 1, 6-27-2002)

State Law reference— Rights and remedies of county relating to property ownership, O.C.G.A. § 50-16-17; inventories of property owned by the state and certain public corporations, O.C.G.A. § 50-16-120 et seq.; inventory required of county officers, O.C.G.A. § 50-16-141.

- **Sec. 2-325. - Inspection and testing.**

~~The director of purchasing shall inspect, or supervise the inspection of, all deliveries of materials, supplies or contractual services to determine their conformance with the specifications set forth in the pertinent purchase order or contract. The director of purchasing may require chemical and physical tests of samples submitted with bids and samples of deliveries, which examinations are necessary to determine the samples' quality and conformance with specifications.~~

(Code 1983, § 2-15; Code 1992, § 2-121)

- **Sec. 2-326. - Purchasing analysis.**

The director of purchasing shall keep himself informed of current developments in the field of purchasing, prices, market conditions and new products. The director of purchasing shall secure for the county the benefits of research done in the field of purchasing by other governmental jurisdictions, national technical societies, trade associations having national recognition and by private businesses and organizations.

(Code 1983, § 2-16; Code 1992, § 2-122)

- **Sec. 2-327. - File on vendors.**

The director of purchasing shall maintain a file of all qualified vendors who desire to do business with the county, which file shall be maintained according to the nature of goods and materials offered and shall contain a description of the vendors' commodities.

(Code 1983, § 2-17; Code 1992, § 2-123)

- **Sec. 2-328. - Cooperative purchasing.**

The director of purchasing shall have the authority to join with other governmental units in cooperative purchasing plans when the best interest of the county shall be served thereby.

(Code 1983, § 2-18; Code 1992, § 2-124)

State Constitution reference— Intergovernmental contracts, Art. IX, § III, ¶ I.

- **Sec. 2-329. - Materials, supplies and services defined.**

As used in this division, the term "materials, supplies and services" shall mean and include such items as are normally used or consumed during the course of a year and for which a general appropriation has been made; the term shall include the purchase of automotive equipment, machinery, construction contracts or other purchases of materials of a permanent or semi-permanent nature. It shall also include the provision of maintenance and repair.

(Code 1983, § 2-19; Code 1992, § 2-125)

- **Secs. 2-330—2-346. - Reserved.**
- **DIVISION 3. - PURCHASING PROCEDURES**

- **Sec. 2-347. - Purchases only to be made through the director; exception.**

No officer or employee of the county shall make any purchase for or on behalf of the county of any materials, goods, wares, supplies or services of any kind whatsoever except through the director of purchasing. It shall be a breach of duty on the part of any officer or employee of the county to make any purchase, or to aid or abet the making of any purchase, in any manner other than through the director of purchasing. However, the provisions of this section shall not apply to emergency purchases provided for in this division, **or to such authority as may be delegated to user departments as established in the county's Policies and Procedures Manual, as adopted by the board of commissioners.**

(Code 1983, § 2-20; Code 1992, § 2-136)

- **Sec. 2-348. - Purchase orders required; exception.**

No officer or employee of the county shall request a vendor to deliver goods, merchandise, materials or supplies to the county except upon a regular purchase order issued by the director of purchasing; however, the provisions of this section shall not apply to emergency purchases provided for in this division, **nor shall they apply to purchases made by user departments within their delegated authority to make purchases.**

(Code 1983, § 2-21; Code 1992, § 2-137)

- **Sec. 2-349. - Emergency purchases.**

In the event that an emergency should arise ~~after office hours~~, which emergency requires immediate action on the part of the county department involved for the protection of the best interest of the county, ~~or should such a situation arise on a Saturday, Sunday, or a holiday, and where it is not possible or convenient to reach the director of purchasing~~, any necessary purchase shall be made by the county department for which the purchase is necessary. The purchase shall be reported to the director of purchasing on the next working day.

(Code 1983, § 2-22; Code 1992, § 2-138)

- **Sec. 2-350. - Preparation of specifications.**

The director of purchasing shall prepare written specifications that will best serve the interests of the using county departments and of the county. All specifications shall be definite, certain and shall permit free and open competition.

(Code 1983, § 2-23; Code 1992, § 2-139)

- **Sec. 2-351. - Time for making purchases; call for bids.**

In the purchase of all materials and supplies pursuant to this division, except for emergency purchases, the purchase shall be made within ten days from the time the requisition is given to the director of purchasing. During the period within which the purchase is to be made, the director of purchasing shall give competing vendors an opportunity to bid. Calls for bids shall be made by the director of purchasing in such a manner as will, in his discretion, enable free and open competition in bidding. In the event calls for bids are advertised in a newspaper, the advertisement shall run two times, unless otherwise provided, in the official newspaper of the county.

(Code 1983, § 2-24; Code 1992, § 2-140)

- **Sec. 2-352. - When competitive bids required.**

It shall be the duty of the director of purchasing to make all purchases on competitive bids or requests for proposals in which the dollar amount exceeds the threshold for requiring formal, sealed bids or proposals, except as otherwise expressly provided in this chapter.

(Code 1983, § 2-25; Code 1992, § 2-141)

- **Sec. 2-353. - Filing of bids; public inspection.**

All bids submitted for goods and materials to be sold to the county under the provisions of this division shall be kept on file in the department of purchasing. After an award has been made, the bids shall be subject to inspection at any time by any citizen of the county.

(Code 1983, § 2-26; Code 1992, § 2-142)

- **Sec. 2-354. - Disqualification of bidders.**

The director of purchasing shall have the authority to declare a vendor who defaults on his quotations to be an irresponsible bidder and to disqualify him from receiving any business from the county for a specified period of time.

(Code 1983, § 2-27; Code 1992, § 2-143)

- **Sec. 2-355. - Discretion in purchasing where quality, price and services are involved.**

In all purchases where quality as well as price and service is involved, the director of purchasing shall exercise discretion in making a purchase so that the best interests of the county are served.

(Code 1983, § 2-28; Code 1992, § 2-144)

- **Sec. 2-356. - Substitution of brand name items.**

In all cases where brand name items are requisitioned by the department of purchasing, the director of purchasing has the authority to determine whether similar products of equal quality offered for sale to the county at a lower price shall be ordered in lieu of the requisitioned brand name items.

(Code 1983, § 2-29; Code 1992, § 2-145)

- **Secs. 2-357—2-385. - Reserved.**

STATE OF GEORGIA

FAYETTE COUNTY

ORDINANCE

NO. 2025-_____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR FAYETTE COUNTY, GEORGIA; TO REVISE PROVISIONS PROVIDING FOR THE DEPARTMENT OF PURCHASING; TO REVISE PROVISIONS PROVIDING FOR PURCHASING PROCEDURES; TO REVISE PROVISIONS RELATED TO EMERGENCY PURCHASES; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROMOTE THE PUBLIC HEALTH, SAFETY, AND WELFARE: AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF FAYETTE COUNTY AND IT IS HEREBY ENACTED PURSUANT TO THE AUTHORITY OF THE SAME THAT THE CODE OF ORDINANCES OF FAYETTE COUNTY AS IT PERTAINS PROVISIONS PROVIDING FOR THE DEPARTMENT OF PURCHASING AND TO PROVISIONS PROVIDING FOR PURCHASING PROCEDURES AND TO PROVISIONS FOR EMERGENCY PURCHASES, BE AMENDED AS FOLLOWS:

Section 1. By deleting Division 2, pertaining to “Department of Purchasing,” from Article V, pertaining to “Purchase;Sales,” of Chapter 2, pertaining to “Administration,” in its entirety and inserting in lieu thereof an entirely new Division 2, pertaining to “Department of Purchasing,” in Article V, pertaining to

“Purchase;Sales,” of Chapter 2, pertaining to “Administration,” to be read as follows:

DIVISION 2. - DEPARTMENT OF PURCHASING

Sec. 2-320. - Department created.

There is hereby created the department of purchasing.

Sec. 2-321. - Supervision of department.

The board of commissioners, by and through the county administrator, shall have general supervision of the department of purchasing and shall appoint a director of purchasing.

Sec. 2-322. - Duties generally.

The director of purchasing shall have the following duties:

- (1) To secure prices for materials, supplies and services of every kind and character required by the various departments of the county.
- (2) To determine that the prices paid for materials and supplies purchased by the county are the best that can be obtained in the local market or elsewhere.
- (3) Those duties prescribed in this article.
- (4) Such other duties as the board of commissioners may from time to time prescribe and as contained in the employee's job description and the county uniform personnel management system.

Sec. 2-323. - Purchasing authority.

- (a) General purchases. The director of purchasing shall have the authority to make purchases of materials, supplies and services on the open market where the

purchase price does not exceed that amount established in the county's Policies and Procedures Manual, as adopted by the Board of Commissioners; where the purchase price exceeds that amount, the purchase may be made by the director of purchasing only after the prospective purchase has been approved by the board of commissioners or county administrator, as appropriate.

- (b) Fuel purchases. Subsection (a) of this section notwithstanding, the director of purchasing shall have the authority to make purchases of fuel on the open market. Where the purchase price exceeds \$250,000.00 the purchase must be ratified by the board of commissioners at the next available commission meeting.

Sec. 2-324. - Inventory of county property.

The finance department shall maintain a permanent inventory of all personal property of the county having the value of \$5,000.00 or more and charged to the various county departments.

Sec. 2-325. – Reserved.

Sec. 2-326. - Purchasing analysis.

The director of purchasing shall keep himself informed of current developments in the field of purchasing, prices, market conditions and new products. The director of purchasing shall secure for the county the benefits of research done in the field of purchasing by other governmental jurisdictions, national technical societies, trade associations having national recognition and by private businesses and organizations.

Sec. 2-327. - File on vendors.

The director of purchasing shall maintain a file of all qualified vendors who desire to do business with the county, which file shall be maintained according to the nature of goods and materials offered and shall contain a description of the vendors' commodities.

Sec. 2-328. - Cooperative purchasing.

The director of purchasing shall have the authority to join with other governmental units in cooperative purchasing plans when the best interest of the county shall be served thereby.

Sec. 2-329. - Materials, supplies and services defined.

As used in this division, the term "materials, supplies and services" shall mean and include such items as are normally used or consumed during the course of a year and for which a general appropriation has been made; the term shall include the purchase of automotive equipment, machinery, construction contracts or other purchases of materials of a permanent or semi-permanent nature. It shall also include the provision of maintenance and repair.

Section 2. By deleting Sec. 2-347, pertaining to “Purchases only to be made through the director; exception,” from Division 3, pertaining to “Purchasing Procedures,” from Article V, pertaining to “Purchase;Sales,” of Chapter 2, pertaining to “Administration,” in its entirety and inserting in lieu thereof an entirely new Sec. 2-347, pertaining to “Purchases only to be made through the director; exception,” in Division 3, pertaining to “Purchasing Procedures,” of Article V, pertaining to “Purchase;Sales,” of Chapter 2, pertaining to “Administration,” to be read as follows:

Sec. 2-347. - Purchases only to be made through the director; exception.

No officer or employee of the county shall make any purchase for or on behalf of the county of any materials, goods, wares, supplies or services of any kind whatsoever except through the director of purchasing. It shall be a breach of duty on the part of any officer or employee of the county to make any purchase, or to aid or abet the making of any purchase, in any manner other than through the director of purchasing. However, the provisions of this section shall not apply to emergency purchases provided for in this division, or to such authority as may be delegated to uses departments as established in the county's Policies and Procedures Manual, as adopted by the board of commissioners.

Section 3. By deleting Sec. 2-348, pertaining to "Purchase orders required; exception," from Division 3, pertaining to "Purchasing Procedures," from Article V, pertaining to "Purchase;Sales," of Chapter 2, pertaining to "Administration," in its entirety and inserting in lieu thereof an entirely new Sec. 2-348, pertaining to "Purchase orders required; exception," in Division 3, pertaining to "Purchasing Procedures," of Article V, pertaining to "Purchase;Sales," of Chapter 2, pertaining to "Administration," to be read as follows:

Sec. 2-348. - Purchase orders required; exception

No officer or employee of the county shall request a vendor to deliver goods, merchandise, materials or supplies to the county except upon a regular purchase order issued by the director of purchasing; however, the provisions of this section shall not

apply to emergency purchases provided for in this division, nor shall they apply to purchases made by user departments within their delegated authority to make purchases.

Section 4. By deleting Sec. 2-349, pertaining to “Emergency purchases” from Division 3, pertaining to “Purchasing Procedures,” from Article V, pertaining to “Purchase;Sales,” of Chapter 2, pertaining to “Administration,” in its entirety and inserting in lieu thereof an entirely new Sec. 2-349, pertaining to “Emergency Purchases,” in Division 3, pertaining to “Purchasing Procedures,” of Article V, pertaining to “Purchase;Sales,” of Chapter 2, pertaining to “Administration,” to be read as follows:

Sec. 2-349. – Emergency purchases

In the event that an emergency should arise, which emergency requires immediate action on the part of the county department involved for the protection of the best interest of the county, any necessary purchase shall be made by the county department for which the purchase is necessary. The purchase shall be reported to the director of purchasing on the next working day.

Section 5. By deleting Sec. 2-352, pertaining to “When competitive bids required” from Division 3, pertaining to “Purchasing Procedures,” from Article V, pertaining to “Purchase;Sales,” of Chapter 2, pertaining to “Administration,” in its entirety and inserting in lieu thereof an entirely new Sec. 2-352, pertaining to “When competitive bids required,” in Division 3, pertaining to “Purchasing Procedures,” of Article V, pertaining

to “Purchase;Sales,” of Chapter 2, pertaining to “Administration,” to be read as follows:

Sec. 2.352. – When Competitive bids required.

It shall be the duty of the director of purchasing to make all purchases on competitive bids or requests for proposals in which the dollar amount exceeds the threshold for requiring formal, sealed bids or proposals, except as otherwise expressly provided in this chapter.

Section 6. This ordinance shall become effective immediately upon its adoption by the Board of Commissioners of Fayette County.

Section 7. All other ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 8. In any event any section, subsection, sentence, clause or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect other sections, subsections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not a part thereof. The Board of Commissioners hereby declares that it would have passed the remaining parts of this Ordinance if it had known that such part or parts hereof would be declared or adjudged invalid or unconstitutional.

(SIGNATURES ON FOLLOWING PAGE)

SO ENACTED this _____ day of _____ 2025.

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY

(SEAL)

By: _____
Lee Hearn, Chairman

ATTEST:

Tameca P. Smith, County Clerk

Approved as to form:

County Attorney

COUNTY AGENDA REQUEST

Page 118 of 236

Department:

Presenter(s):

Meeting Date:

Type of Request: #14

Wording for the Agenda:

Request to approve amendments to the Fayette County Policies and Procedures; Policy 200.01; Operational Functions; Procuring Goods/ Services.

Background/History/Details:

The County's Policies and Procedures for procurement specify that purchases up to a specific limit are delegated to user department, that purchases above certain limits must be approved by the Board of Commissioners, and similar provisions. The last time that most of the dollar limits were updated was in 2013. Since that time, inflation and other factors have had impacts on the price of goods and services. We request that these dollar limits be updated to more closely reflect current prices. Specific requested changes are:

Please see the attached red-lined Policy and Procedures, and backup documentation.

What action are you seeking from the Board of Commissioners?

Approval of amendments to the Fayette County Policies and Procedures; Policy 200.01; Operational Functions; Procuring Goods/ Services.

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

From: Ted L. Burgess 

Date: November 13, 2025

Subject: Purchasing Policies & Procedures - Update

The county's Policies and Procedures Manual at 200.01 – Procuring Goods and Services – sets dollar thresholds or limits for various types of procurement transactions. The majority of thresholds were last updated in 2013.

Since the last update, the cumulative effect of inflation over time has had considerable impact on the prices of goods and services. To maintain administrative efficiencies and allow staff to focus on work that has the most impact, we request increases in the maximum amounts allowed for open-market purchases with no price competition, authority delegated to user departments, and informal solicitations (not requiring advertised Invitations to Bid or Requests for Proposals).

A summary of the current and proposed dollar threshold changes is as follows:

	Current	Proposed
No competitive prices required	Up to \$500	Up to \$1,000
Purchasing authority delegated to user departments	Up to \$5,000	Up to \$10,000
Informal solicitations - verbal or written quotes allowable	\$5,000.01 to \$50,000	\$10,000.01 to \$50,000
Informal solicitations – only written quotes allowed	\$50,000.01 to \$200,000	\$50,000.01 to \$250,000
Formal bids or RFP's - BOC approval required	Pub Works: \$100,000 All Other: \$200,000	Pub Works: \$250,000 All Other: \$250,000

Please find attached a comparison with nearby or similar-sized jurisdictions of these dollar thresholds. You will also find attached a red-lined copy of the procurement Policies and Procedures, to compare the current and proposed provisions.

Each local government establishes these dollar thresholds to meet their individual needs. A sample survey of nearby or similar-sized counties' and cities' policies is attached.

Recent state legislation (HB 137, effective 7/1/2025), increased the thresholds for local governments to require formal, sealed bids or proposals to \$250,000 for both public works construction contracts and road construction contracts. Requested increases would allow the county to take advantage of this additional flexibility.

On 8/27/2025 the Federal government increased the threshold requiring local governments using Federal funds to issue formal bids or RFP's from \$250,000 to \$350,000. However, under the proposed updates, the county would be limited to a \$250,000 threshold, since we must observe the most restrictive of Federal regulations, Georgia Code, or county ordinances.

Comparison of Purchasing Authority & Delegation
As of 10/21/2025

	Athens -					Peachtree		City of Fayetteville		Fayette Co.	
	Clarke Co.	Henry Co.	Newton Co.	Bartow Co.	Spalding Co.	City	City	Fayetteville	Current	Proposed	
No competitive prices required	Up to \$1,000	Up to \$7,499.99	Up to \$5,000	Up to \$500	Up to \$2,500	Up to \$1,000	Up to \$1,000	Up to \$2,500	Up to \$500	Up to \$1,000	
Purchasing authority delegated to user departments	Up to \$1,000	Up to \$7,499.99	Up to \$5,000	Up to \$500	Up to \$2,500	Up to \$40,000	Up to \$40,000	Up to \$2,500	Up to \$5,000	Up to \$10,000	
Informal solicitations - verbal or written quotes	\$1,000 to \$49,999	\$7,500 to 99,999.99	\$5,000 to 24,999.99	\$500 to \$2,500	\$2501 to \$25,000	Up to \$5,000	Up to \$5,000	\$2,500.01 to \$7,500	\$5,000.01 to \$50,000	\$10,000.01 to \$50,000	
Informal solicitations - only written quotes allowed	N/A	N/A	N/A	\$2,501 to \$5,000	N/A	\$5,000 to \$100,000	\$5,000 to \$100,000	7,500.01 to \$49,999.99	\$50,000.01 to \$200,000	\$50,000.01 to \$250,000	
Formal bids or RFP's - BOC approval required	Over \$200,000	Over \$100,000	Over \$50,000	Over \$5,000	Over \$25,000	Over \$40,000	Over \$40,000	Over \$50,000	Pub Works: \$100,000 All Other: \$200,000	Pub Works: \$250,000 All Other: \$250,000	

Notes:

Peachtree City depts have delegated authority up to \$100,000 but must get City Council approval over \$40,000.
Bartow County's threshold of \$5,001 for requiring BOC approval was established 45 years ago.

FAYETTE COUNTY POLICIES AND PROCEDURES

OPERATIONAL FUNCTIONS Procuring Goods / Services 200.01

PURPOSE

The public sector purchasing function faces the dual challenges of observing laws created by legislation and by case law announced through judges' decisions, while responding to a changing, increasingly complex public service environment. Purchasing functions must go beyond the old model of process management, and provide support services for their departmental customers. This includes flexible processes that respond to the varied and changing needs of the departments, as well as administrative efficiencies that acknowledge the reality of demands outpacing revenues. The policy and procedures in this Section are designed to meet these challenges.

DEFINITIONS

- Originating department – The department for which a product or service is being purchased.
- Open market purchase – A purchase costing less than the formal procurement threshold for requiring competitive sealed bids or proposals.
- Formal procurement threshold – The dollar amount above which formal sealed bids or proposals are required.
- Quote – An offered price from a vendor for an open market purchase. A quote may be verbal or written, depending on the dollar amount involved. For purposes of obtaining the required number of quotes, a “no-bid” response or non-response may be counted as a quote.
- ITB – Invitation to bid. This results in selection of the lowest bid from a responsive, responsible bidder.
- RFP – Request for proposals. This results in selection of a winning proposal by evaluation of criteria specified in the RFP.

POLICY

The Purchasing Department will partner with county departments, vendors, and stakeholders to achieve the following results:

- *County departments* will receive appropriate products and services in a timely manner,
- *Vendors* will have access to county business, opportunity to compete, and equity in their dealings with the county, and
- *Stakeholders*, including the Board of Commissioners, the County Administrator, and taxpayers, will realize the efficiencies, savings, and business transparency they require.

These results will be obtained by observance of the procedures listed below, and in other sections of the Policies and Procedures Manual.

Note: The policy and procedures herein do not apply to the Sheriff's Office or other elected officials when using a separate procurement system.

FAYETTE COUNTY POLICIES AND PROCEDURES

OPERATIONAL FUNCTIONS Procuring Goods / Services 200.01

PROCEDURE

A. Open-Market Purchases

Purchases that have a total cost of less than the formal procurement threshold of ~~\$200,000~~ ~~\$250,000~~ and which do not go through a sealed bid or proposal process are known as open-market purchases. Open market purchases do not require additional approval by the Board of Commissioners, as long as funds are fully budgeted. The dollar value of an open-market purchase determines the procedures that apply:

- Purchases up to ~~\$5,000~~ ~~\$10,000~~: Authority is delegated to departments to make purchases up to this amount, if they so choose. For a purchase above ~~\$500~~ ~~\$1,000~~ the originating department must obtain a minimum of 3 documented verbal quotes or 3 written quotes, unless the purchase is made from an existing county or state contract, or qualifies as a sole-source, emergency, or other exception in which price competition is not deemed to be in the best interest of the county. The originating department must send the quotes, or documentation of the exception to this requirement, along with their invoice or other payment request to the Finance Department, where it will be made part of the payment file.

The Purchasing Department will conduct an audit of purchases on an annual basis, for the purpose of ascertaining adherence to the policy of documenting 3 quotes, or justification of exception, for each purchase. In the event that a department is found to not be in compliance, remedies will apply, including revocation of the department's delegated purchasing authority.

For any transaction conducted by a department without going through the Purchasing Department, the department must comply with current laws regarding immigration compliance. The originating department must obtain required E-Verify Affidavits or other documents when required. The originating department must forward a copy to the Purchasing Department for inclusion in mandated reports. Each Affidavit or other document must include, at a minimum, a notation of the contract name and date of contract.

- P-Cards: Authorized employees may make purchases up to the amount established by Policy & Procedure 210.01, titled "P-CARD Program." Employees must follow procedures set forth in that Section.
- Store Accounts: The Purchasing Department may open store accounts on behalf of a department, with prior approval of the County Administrator. Store accounts may be authorized with departmental spending limits equal to limits for P-Card purchases.

Purchases over ~~\$5,000~~ ~~\$10,000~~ must go through the Purchasing Department. The procedures that apply are dependent on the total value of the purchase:

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- ~~\$5,000.01~~ **\$10,000.01** - \$50,000.00: Purchases within this range require a minimum of three documented verbal quotes, or three written quotes, unless made from an existing county or state contract, or exempted for another authorized reason.
- \$50,000.01 - ~~\$200,000.00~~ **\$250,000.00**: These purchases require a minimum of three written quotes, unless made from an existing county or state contract, or exempted for another authorized reason.

Employees may not artificially subdivide a purchase to avoid any of the above requirements or limits.

B. Competitive Sealed Bids / Proposals

Road Construction: The county will use the invitation to bid (ITB) ~~or other authorized~~ process for any road construction contract of ~~\$200,000~~ **\$250,000** or more, as required by Georgia Code, Chapter 32-4 (engineering and other professional services are excepted by Georgia Code). For this purpose, the term “contract” is defined in OCGA 32-4-60 to include construction, reconstruction or maintenance of a public road. {Note: OCGA 32-4-63 (b) requires “at least two estimates” for a road contract involving expenditures of more than \$20,000 but less than ~~\$200,000~~ **\$250,000**.}

Public Works Construction Projects: The County will issue an ITB ~~or RFP, as appropriate,~~ for any public works construction project costing ~~\$100,000~~ **\$250,000** or more, as required by Georgia Code, Chapter 36-91.

Fuel: Due to the unique nature of the fuel distribution industry, fuel purchases will not follow the sealed bid process, unless and until such time as the county may choose to seek a contract for fuel delivery. The Director of Purchasing may approve fuel purchases. ~~as needed by user departments. up to \$75,000. Any fuel purchase above that amount and up to \$200,000 may be approved by the County Administrator. Any fuel purchase over \$200,000 must be approved by the Board of Commissioners at the next available Commission meeting~~ Any fuel purchase over \$250,000 must be ratified by the Board of Commissioners at the next available Commission meeting.

Other Procurement: For other procurements, the Purchasing Department will issue an ITB or RFP when the total price is expected to be over ~~\$200,000~~ **\$250,000**. The Purchasing Department may also issue an ITB or RFP for a procurement of a lesser dollar amount when this more formal process can be expected to produce the best results. In such cases, the originating department will initiate the procurement process:

1. For an ITB, the originating department will develop product or service Specifications.
2. For an RFP, the originating department will provide the following information, which will become part of the RFP:

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- a. Objective
 - b. Introduction
 - c. Statement of Need
 - d. Scope of Work
 - e. Proposal Response Requirements
 - f. Evaluation Plan
 - g. Pricing Structure
3. The originating department will provide other information, such as quantity needed or estimated usage, suggested vendors (if any), or other essential or helpful information.

The Purchasing Department will prepare the terms and conditions, cover letter, immigration affidavits, and other documentation that completes the ITB or RFP.

Once the ITB or RFP package is completed, the Purchasing Department will notify vendors, using any of a variety of available methods, as appropriate. This may include, but is not limited to, the following:

- Bidders list: The Purchasing Department will maintain a bidders list of vendor names and addresses from which bids, proposals or quotations can be solicited.
- State bidders list: The Purchasing Department will use the state's Georgia Procurement Registry for solicitations, as deemed necessary or advantageous; to acquire enough bids to assure adequate price competition.
- Other communications: The Purchasing Department will use other means available to (1) assure that interested vendors have an opportunity to compete, and (2) to generate adequate price competition among vendors. This may include, but not be limited to, Internet, public access cable television, and printed media notifications.

Public Bid / Proposal Openings: The Purchasing Department shall open bids and proposals in public view, at the established time and place, with at least one witness. For bids, the opening employee will disclose each vendor and the price(s) bid. For proposals, the opening employee will disclose only each vendor.

Bid opened in error: If a county employee inadvertently opens a bid or proposal in error before the established bid opening date and time, upon discovering the error the employee shall reseal the bid, and write on it "Opened in Error." The employee shall ask another employee to witness the re-sealing. One employee shall note the time and date on the envelope, and both employees shall sign it. This action will allow the bid or proposal to maintain its status as a sealed bid.

Mistakes in bids: When a mistake is discovered in a bid, the bidder may be allowed an opportunity to correct or withdraw the bid in some circumstances. This must be done in a manner that does not confer upon the bidder an unfair advantage, and in a way that will not prejudice the interests of the public:

- A bidder may modify or withdraw a bid at any time before the bid opening. An authorized representative of the bidder must request the modification or withdrawal of the bid in writing.

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- If a mistake is discovered after the bid opening but before award, the Director of Purchasing may allow the bidder to withdraw the bid. The Director may waive a mistake, or permit the bidder to correct it, if the mistake is minor and the true intent of the bid is obvious from the bid document itself.
- After award of a contract, relief for a mistake that is discovered must be considered in light of the circumstances. There may be extenuating considerations, such as an error so substantial that refusal to grant relief would be unconscionable. In less severe cases, the winning bidder may be held to the bid, at the discretion of the county.

Proposal evaluation:

- 1) **TECHNICAL MERIT:** An Evaluation Committee will be formed for each RFP. The Evaluation Committee Chair will be the director of the originating department or other qualified person, as determined by the particular circumstances of the procurement. The Committee Chair will put together a Committee of an appropriate number of individuals who have sufficient expertise in the subject matter to render a qualified evaluation.

Evaluation Committee members will evaluate proposals based on criteria included in the Request for Proposals. The standard criteria for evaluations will include, where appropriate:

- Project understanding and the proposed solution
- Company's background and experience
- The project team
- The proposed schedule
- Other evaluation criteria, as deemed pertinent to the project.

Maximum earnable points for each criterion will be stated in the Requests for Proposals. Maximum points should reflect each criterion's importance to the success of the project.

- 2) **PRICE SCORING:** Proposed prices will be assigned a number of points earned through use of a "variance" weighting method. The lowest offered price will earn the maximum number of points for the Price portion of the score. Other proposals' price scores will be calculated based on the variance of their prices from the lowest offered price.

Although bids or proposals are required only for procurements over ~~\$200,000~~ \$250,000 sometimes a recommended price may be lower than anticipated. In addition, it may be in the best interest of the county to issue invitations to bid or requests for proposals for certain procurements under ~~\$200,000~~ \$250,000 such as those of a highly technical nature. For recommendations up to \$50,000 authority is given to the Director of Purchasing to approve the department's recommendations. For recommendations over \$50,000 and up to ~~\$200,000~~ \$250,000 the Director of Purchasing will present the recommendations to the County Administrator for final decision.

After reviewing a recommendation over ~~\$200,000~~ \$250,000 the Director of Purchasing will notify the originating department. The originating department will complete a Board agenda

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request and forward it for inclusion on the agenda. The Purchasing Department will provide backup data concerning the bid or proposal process.

C. Sole Source Procurement

The term “sole source” refers to the source, not the product or service. This can, but does not necessarily, refer to the fact that literally only one vendor provides the product or service.

Circumstances may define a sole source situation, such as a need for immediate delivery or repairs at a particular location, when there is only one vendor that can accommodate. The decision to sole-source procurement may be based on a lack of competition, proprietary technology, copyright, or a supplier’s unique capability. Sometimes procurement can be sole source in the short term, but not in the long term.

In the event of a need for sole source procurement, the originating department must explain the need in writing. If the procurement is completed without going through the Purchasing Department, the originating department shall include the justification with the invoice for payment, in lieu of documentation of quotes. If the procurement is done through the Purchasing Department, the written justification shall be sent to the Director of Purchasing.

D. Proprietary Procurement

A proprietary product or service is one that some person or company has exclusive right to manufacture and/or sell. It may be protected by a patent, copyright, trademark or other exclusive right. This is different from a sole source situation, in that there may be competing vendors with comparable goods or services.

As with other purchases, if the originating department makes a sole-source or other non-competitive procurement, the department shall attach written documentation to the invoice for payment. If the originating department goes through the Purchasing Department, the written justification shall be sent to the Director of Purchasing.

E. Professional Services

At times, the county will need to enter into contracts for services that require special skills or present other circumstances in which bids or proposals might not produce the best outcomes. In these instances when it is in the county’s best interest, a professional services contract may be negotiated, rather than executed through a sealed competitive process, unless in conflict with existing laws, rules, or regulations.

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F. Purchases from State Contracts

Purchases may be made through State of Georgia purchasing contracts, inasmuch as they have previously gone through a sealed bid process at the state level. Prior approval from the Board of Commissioners will not be needed, except for purchases over ~~\$200,000~~ \$250,000 or purchases to be made from funds that were not previously budgeted.

G. Internet Purchases

Various forms of on-line procurement are available, and others may be anticipated in the future. Purchasing and other departments may consider and use these procurement methods as appropriate, if they do not conflict with state law, county ordinance, or provisions of the Policy and Procedures Manual.

H. Contracts

The Purchasing Department will obtain approval of the Board of Commissioners prior to executing contracts in the following situations:

- If the total price of the contract is over ~~\$200,000~~ \$250,000
- If funds to pay the contractor are not budgeted

The Chairman, ~~Vice-Chairman~~, or County Administrator is authorized to sign properly procured contracts that are less than ~~\$200,000~~ \$250,000 and budgeted, without obtaining prior Board approval. Prior to presenting any contract to the Chairman or County Administrator for signature, the party asking for signature (whether originating department or the Purchasing Department) must assure that properly executed immigration documents have been obtained. The originating department must also forward a copy of the immigration documents to the Purchasing Department, noting the contractor and the date of the contract, if the contract was obtained without going through the Purchasing Department.

Contracts must comply with Georgia law for public works bidding and contracting as provided in Georgia Code Chapter 36-91, and for road bidding and contracts as provided in Georgia Code Chapter 32-4.

I. Emergency Procurement

In times of emergency, the need for expediency outweighs the desire for price competition. These procedures address two levels of emergency, as described below:

1. A state of emergency may be declared by the Governor, or determined to exist by the county governing authority. During times of declared emergency, procedures for emergency procurement will be in effect, as authorized in the Policy and Procedures Manual or other official documents.

FAYETTE COUNTY POLICIES AND PROCEDURES

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2. An emergency may be caused by an unexpected and urgent situation, but which does not rise to the level of the above-described declared state of emergency. For procurement purposes, this level of emergency is described as an unexpected situation which requires rapid response outside of established purchasing procedures. It may involve danger to health, life or property. It may involve an unexpected delay in delivery, depleted inventory, or an unusually high volume of work, depending on the situation *{however, care must be taken that adequate planning is done so that these situations do not occur when avoidable}*. In event of such a situation, the Director of Purchasing shall have the authority to make necessary purchases, while adhering to established policies and procedures as closely as circumstances allow. If the emergency occurs outside of normal business hours, on weekends, or on holidays, and the Director of Purchasing is unavailable, the Director of the department in question shall have the same authority as the Director of Purchasing. Documentation is to be submitted to the Purchasing Department as soon as possible following the emergency.

This exception does not apply to a condition in which an emergency situation might potentially occur in the future. It applies to situations in which there is an imminent need such that it is important to disregard normal procedures.

J. Maintenance and Support Agreements

It is important that departments give procurement of maintenance or support agreements the same considerations as other purchases. While many agreements are proprietary, they may not necessarily be sole source services, or the most competitively priced.

Maintenance or support agreements constitute legally binding contracts which require the signature of the Board Chairman or another legally empowered official. They may require immigration affidavits, in compliance with Georgia Code.

Departments must process maintenance or support agreements using the same thresholds as outlined in this policy. Contracts or agreements in excess of the formal procurement threshold of ~~\$200,000~~ \$250,000 and those not fully budgeted must be placed on the Board agenda for consideration. For those agreements not going through the Purchasing Department, the originating department must obtain required immigration compliance documents, and forward a copy to the Purchasing Department.

K. Purchases Using Federal Funds

For procurements using federal funds, the county must follow federal rules, including the ~~Federal Common Rule~~ Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The county must also follow any additional rules or conditions imposed by a pass-through or administering organization, such as a state agency. Instructions for these circumstances are provided elsewhere in the Policies and Procedures Manual.

**FAYETTE COUNTY
POLICIES AND PROCEDURES**

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200.01****L. Budget Availability**

The originating department is responsible for assuring that funds are budgeted before initiating any procurement.

M. Unauthorized Purchases

No purchase of materials, supplies, equipment, or services shall be made in the name of the county, or through its purchasing department, except such as are required for official use by the county or one of its departments. Purchases in the name of the county or a department for personal use by an individual or for other than official use are prohibited, and no county funds will be expended or advanced for such purpose.

COUNTY AGENDA REQUEST

Page 131 of 236

Department:

Presenter(s):

Meeting Date:

Type of Request: #15

Wording for the Agenda:

Request to approve Resolution 2025-12 to amend the minimum standards and Specifications for infrastructure for the Fayette County Water System.

Background/History/Details:

The Water System has compiled a Manual entitled "Standards and Specifications Manual, Fayette County Water System, October 6, 2025" and request that the Board adopt the minimum standards and specifications for water infrastructure to consistently, and reliably, deliver potable water to the customers of the Water System.

If approved, this will ensure that all components of the water infrastructure conforms with the standards and specifications in the Manual.

What action are you seeking from the Board of Commissioners?

Approval of Resolution 2025-12 to amend the minimum standards and Specifications for infrastructure for the Fayette County Water System.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

STATE OF GEORGIA

COUNTY OF FAYETTE

RESOLUTION NO.

2025 - ____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF FAYETTE COUNTY, GEORGIA, TO PROVIDE FOR MINIMUM STANDARDS AND SPECIFICATIONS FOR INFRASTRUCTURE FOR THE FAYETTE COUNTY WATER SYSTEM; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE; AND FOR OTHER PURPOSES.

WHEREAS, the Board of Commissioners of Fayette County, Georgia is the duly elected governing authority for the County; and

WHEREAS, the Fayette County Water System is a component of the Fayette County government, and the Fayette County Water System is responsible for providing potable water to the customers of the Fayette County Water System; and

WHEREAS, the requisite infrastructure to produce and deliver potable water to Fayette County citizens must be reliable in order to consistently provide potable water to the customers of the Fayette County Water System; and

WHEREAS, the Fayette County Water System has compiled a Manual entitled “Standards and Specifications Manual, Fayette County Water System, October 6, 2025”; and

WHEREAS, the Board of Commissioners of Fayette County, Georgia, has determined that it is in the best interests of Fayette County that minimum standards and specifications for water infrastructure be adopted in order to consistently, and reliably, deliver potable water to the customers of the Fayette County Water System.

NOW, THEREFORE BE IT RESOLVED that the Fayette County Board of Commissioners hereby adopts the Standards and Specifications Manual, Fayette County Water System, October 6, 2025, edition (the “Manual”).

BE IT FURTHER RESOLVED that all components of the water infrastructure to be placed in service as part of the water system network of the Fayette County Water System, shall conform to the standards and specifications in the Manual.

BE IT FURTHER RESOLVED that the Manual be attached to this Resolution as Exhibit “A”, and that a copy of the Manual remain on file at the Fayette County Water System.

SO RESOLVED this ____ day of _____, 2025.

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY, GEORGIA

(SEAL)

By: _____
LEE HEARN, Chairman

ATTEST:

Tameca P. Smith, County Clerk

Approved as to form:

County Attorney

**STANDARDS AND SPECIFICATIONS
MANUAL**



**FAYETTE COUNTY WATER SYSTEM
245 MCDONOUGH ROAD
FAYETTEVILLE, GEORGIA 30214**

October 6, 2025



EXHIBIT "A"

DEFINITIONS

"Department" - the individual, official, board, department or agency established and authorized by county, city and/or other political subdivision created by law to administer and enforce the provisions of the Plumbing Code, the Federal and State Safe Drinking Water Acts, and the Ordinances, Rules, Regulations, and Policies of Fayette County, in the state of Georgia.

"Authorized Representative" - any individual employed by the Fayette County Water System (FCWS) given direct authorization, from the Director of the FCWS to act as a department representative.

"Backflow" - a reverse flow in a water system from the normal or intended direction.

"Backflow Preventer" (BFP) – a device designed to prevent reverse flow in a water system. Specifically, the term should normally be used where backpressure-type backflow is implied.

"Branch Sewer" - a sewer which receives sewage from a relatively small area, and discharges into a main sewer.

"Contaminant" - means any physical, chemical, biological, or radiological substance or matter in water that could cause a public health hazard.

"Customer" - shall mean every person who is responsible for contracting (expressly or implicitly) with the FCWS in obtaining, having, or using water connections with, or water tap to, the water system of the FCWS and in obtaining, having, or using water and other related services furnished by the FCWS for the purpose of water supply through said system.

"Contractor" – any person or entity, including their agent or construction contractor, who wishes to replace or construct new water lines in FCWS service area.

"Drinking water" – water supplied for domestic use or human consumption, meeting the maximum contaminant levels established by the State.

"Easement" – shall mean an acquired legal right for the specific use of land owned by others.

"Industrial wastes" – shall mean the wastewater from industrial processes as distinct from domestic or sanitary wastes.

"Inspector" – an individual qualified in a vocation and authorized to make inspections, interpret codes, regulations, and procedures.

"Large stone" – Stone that is 2 in. or smaller in diameter.

"Large Diameter Meter" – meters greater than 2" (4", 6", 8", 10", 12")

"Main" – a pipe for delivering wastewater from a pumping station to its destination which may be a treatment plant or a higher point in the sewerage system.

"Main Sewer" – a sewer to which one or more branch sewers are tributary. Also called a Trunk Sewer.

"Person" – shall mean any individual, firm, company, association, society, corporation, or group.

"Pollutant" – any substance that, if introduced into the potable water system, could be objectionable but could

EXHIBIT "A"

not create a health hazard.

"Pollution" – the man-made or man-induced alteration of the chemical, physical, biological, and radiological integrity of water.

"Potable Water" – any water that, according to recognized standards, is safe for human consumption.

"Privately Owned Public Water System" – any system to provide piped water to the public for human consumption. Such term includes any collection, treatment, storage, and distribution facility, designed to serve 15 or more units from any source other than Fayette County, being owned and operated by any entity other than Fayette County.

"Professional Engineer" – a person registered to practice professional engineering in the State of Georgia in accordance with the provisions of the Act governing the practice of professional engineering in Georgia.

"Public Water System" – a water system (including but not limited to supply, treatment, transmission and distribution facilities and appurtenances) operated as a Public Utility that supplies potable water to the service-connection of the Consumer's water system. Herein defined, as the FCWS potable water supply/system as operated by the FCWS.

"Representative" – a person authorized to represent the Superintendent of the FCWS.

"Sanitary Sewer" – a sewer pipe which carries sewage and to which storm, surface, and ground waters are not intentionally admitted.

"Service-Connection" – the point of delivery of water to a premises: the normal location of the meter. It is the end of the water purveyor's jurisdiction and the beginning of the Plumbing Official's and the Consumer's, and defined as follows:

Dedicated – a single service connection that is designated for one use only (i.e. domestic, fire protection, or irrigation).

Combination – a single service connection that is designated for more than one use (i.e. domestic and fire protection).

"Sewage" – is the spent water of a community. (See Wastewater)

"Sewerage" – shall mean all facilities for collecting, pumping, treating, and disposing of sewage.

"Sewer" – a gravity flow pipe or conduit, normally not flowing full, for carrying storm water, sewage and other waste liquids.

"Sewer or Service Line" – a pipe conveying sewage from a single building to a common sewer or point of immediate disposal.

"Spring" – a surface water where water naturally issues forth for the first time from rock or soil onto the land or into a body of water.

"Standard methods" – "Standard Methods for the Examination of Water." As published jointly by the American Public Health Association, the American Water Works Association, and the Water Pollution Control Federation or with any other analytical procedure approved by the Commission.

"Storm drain" – shall mean a drain or sewer for conveying water, groundwater, subsurface water, or unpolluted water from any source and excluding sewage and industrial wastes other than unpolluted cooling water. (See Storm Sewer)

EXHIBIT "A"

"Storm Sewer" – a sewer which carries storm water and surface water, street wash and other wash waters, or drainage, but excludes sewage and industrial wastes.

"Storm water" – any flow occurring during or following any form of natural precipitation and resulting therefrom.

"Suitable material" – clean dirt free of rock and debris.

"Surface water" – includes all rivers, streams, branches, creeks, ponds, tributary streams, and drainage basins, natural lakes, artificial reservoirs or impoundments.

"Warranty" – cost and replacement due to workmanship and material defect

"Wastewater" – shall mean the spent water of a community. From the standpoint of source, it may be a combination of the liquid and water carried wastes from residences, commercial storm water that may be present. (See Sewerage).

1. FAYETTE COUNTY WATER SYSTEM (FCWS) DESIGN SPECIFICATIONS

1.1 General Design Requirements

- 1.1.1 The following shall establish the general design requirements for publicly owned.
- 1.1.2 Connections to existing mains, other than service lines, will require a tee with three valves – nipple length for tie-in with sleeves shall be three times the pipe diameter.
- 1.1.3 All water mains shall be minimum of 8 in. diameter class 350 ductile iron.
- 1.1.4 Dead-end lines shall be minimized by looping of all mains when possible and provided with a hydrant.
- 1.1.5 Minimum horizontal distance between water lines and sanitary sewer lines, storm sewer lines, and sewer manholes shall be 10 ft. radius. Minimum distance for all other underground utilities or structures shall be 24 in. Vertical separation shall be at least 24 in. between the bottom of the water main and the top of the sanitary sewer main. At crossings, the water pipe should be located so both joints are as far from the sanitary sewer line as possible. Casing shall be provided per FCWS direction at perpendicular crossing of sanitary sewer and extending 24 in. outside circumference of sanitary sewer.
- 1.1.6 Unless otherwise approved by FCWS, all creek crossings shall be constructed by encasing a class 350 ductile iron water main in steel casing (reference section 1.2.2.3) with restrained joint pipe and stainless-steel casing spacers and sufficiently blocking each end of the casing to secure its position. The minimum depth from the existing creek bed to the top of the casing pipe shall be 2 ft. Valves should be at both ends of the crossing and easily accessible (not subject to flooding). Taps should be provided on each end of testing and leak determination.
- 1.1.7 All crossings of existing and proposed paved streets shall be by the bore and jack method, unless approved otherwise prior to installation. A county road shall be open cut only after written permission has been received from Fayette County Public Works. All pipe placed under county roads or underneath new roads shall be class 350 ductile joint pipe encased in steel casing with restrained joint pipe and stainless-steel casing spacers as determined by FCWS. All pipe under roads shall have a minimum cover of 4 ft. from finish grade to top of pipe.
- 1.1.8 Crossings of driveways shall be by means of uncased bore or open cut as may be determined by the Water System. Pipe over 10 in. in diameter shall be open cut unless casing is provided with the bore or approved otherwise prior to installation. Where open cut method is allowed, existing concrete and asphalt driveways shall be sawed and the debris removed prior to trenching. When pipe installation is complete, the driveway shall be backfilled, compacted to 98% standard proctor density, and damaged area replaced with material consistent with the existing driveway within five working days. No service taps to be made under driveways. Driveway installation shall be in

accordance with these standards. No service shall be left under a driveway. New service shall be installed and old service and tapping saddle shall be removed with tap covered with stainless steel full circle repair clamp.

- 1.1.9 Tees, crosses, valves, and other necessary fittings shall be provided at all road intersections to provide for future expansion. All tees and crosses shall be accompanied by equivalent sized valve. Water main shall be extended minimum of 4 ft beyond the radius of the intersection.
- 1.1.10 Magnetic detection tape shall be placed directly over all nonmetal pipe at a maximum depth of 2 ft. from finished grade. Tracing wire shall be in direct contact with the piping and must be accessible for locating purposes.
- 1.1.11 Fire hydrants spacing shall be at intervals specified in Fayette County Code Section 12-90 & 12-91. Minimum valve opening shall be 5 ¼ in. Minimum height of hydrant flange from final grade is between 2 in. – 6 in.
- 1.1.12 Fire hydrants are to be located on the right-of-way line and shall have a gate valve installed between the main and the fire hydrant.
- 1.1.13 FCWS requires installation of M&H 129 iHydrants as specified. Generally, one iHydrant for each non-residential development and one per every 50 lots of a residential development.
- 1.1.14 All fire service lines and connections with private fire hydrants, hand hose connections, sprinkler heads, and any other supply including domestic lines shall be required to be metered and have an approved backflow prevention assembly in accordance with paragraph 1.2.21 of these standards.
- 1.1.15 Shutoff valves shall be located along the main line at intervals not greater than every 1200 L.F. Less separation may be required by FCWS.
- 1.1.16 All fittings (valves, tees, crosses, bends, and reducers) shall be restrained in a method approved by FCWS. All fittings shall have a minimum of one full joint of D.I.P. extending out of each side of the fitting.
- 1.1.17 Each valve 2 in. or larger, except fire hydrant valves, shall have a valve marker 4 in. square by 4 ft. long with four #2 reinforcing rods placed directly behind the valve. The marker shall be set to leave 18 in. exposed above grade with a "V" stamped into the concrete. A "V" notch should also be cut into the curb and painted blue.
- 1.1.18 Each underground valve shall include a valve box placed vertically to allow operation of the valve. Valve boxes not located in roadways shall have a pre-cast concrete collar placed level around the top for protection.
- 1.1.19 Service lines shall be provided from the water main to each residential lot in the proposed development. Lines shall normally be 1 in. minimum diameter and furnished with full port curb stops, corporation stops, and meter boxes. Meter boxes shall be placed as directed by FCWS or as directed by GA DOT and installed on a 6 in. gravel

base. Double services may be accepted if approved by FCWS.

- 1.1.20 Water services for commercial, industrial, or multi-family residential shall be adequate to provide for the specific needs of the installation including adequate fire protection. Backflow prevention devices shall be in accordance with FCWS requirements.
- 1.1.21 All multi-tenant developments shall provide signed documentation in accordance with the state of Georgia Statute 12-5-180.1.
- 1.1.22 The location of service laterals and meters shall be indicated precisely on drawings.
- 1.1.23 All temporary and interim water connections connected to FCWS water sources shall be approved.
- 1.1.24 When roadways and streets are proposed to be constructed over existing water lines, it is required to relocate the water main and install steel casing pipe.
- 1.1.25 The Contractor shall ensure that no water infrastructure or connecting water lines are within proximity of an abandoned landfill site or any other waste disposal site per state of Georgia Rule 391-3-5-.04.

1.2 Materials of Construction

- 1.2.1 General Material Requirements All materials shall be domestically manufactured and specified herein or approved equal.

Any pipe, solder, or flux used in the installation or repair of water service lines or water mains must be lead free. Pipe and fittings must not contain more than 0.25 percent lead on wetted surface.

1.2.2 Pipe

1.2.2.1 Ductile Iron Pipe Pipe shall be Pressure Class 350 with slip joints conforming to ANSI specifications A-21.5, latest designation and must meet ANSI/AWWA Standard C151. Pipe shall have an exterior coating of coal tar varnish and an interior cement mortar lining with bituminous seal coat conforming to ANSI A-21.4, latest designation. The seal coat for the lining shall not impair the potability or impart color, taste, odor, phenols, toxicity, caustic alkalinity, or have deleterious effect to the water. Each pipe shall bear a mark denoting the class to which it belongs.

1.2.2.2 Polyvinyl Chloride Pipe PVC is not allowed

1.2.2.3 Steel Casing Pipe Pipe shall be of steel construction of the size and wall thickness below with lengths called for on the approved plans.

<u>Water Main Size</u>	<u>Casing Size*</u>	<u>Wall Thickness</u>
8"	16"	.250

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10"	16"	.250
12"	18"	.312
16"	24"	.375
18"	30"	.375
20"	30"	.375
24"	36"	.500

*Slip Joint D.I.P. Applications with Field Lok Gaskets or approved equal. Special considerations will be given per Federal Railroad Administration and Georgia Department of Transportation (GDOT) requirements.

1.2.2.4 Copper Tubing All service lines from the main to the meter shall be Type K copper tubing 1 in. and 2 in. and shall conform to AWWA Specification 7S-CR, ASTM Specifications B-88, and Federal Specification WW-T-799.

1.2.2.5 Service Line Encasement Service line encasement installed following curb and gutter construction shall be 2 in. (for 1 in. service line) or 4 in. (for 2 in. service line) polyethylene or approved equal. If encasement is placed prior to curb and gutter construction, class 200 PVC will be allowed.

1.2.3 Joints and Gaskets

1.2.3.1 Mechanical Joint Ductile Iron Pipe Mechanical joint ductile iron pipe shall be furnished with mechanical joint wedge action restraint, complete with rings, gaskets, bolts, and joint materials conforming to ANSI A-21.11, latest designation.

1.2.3.2 Slip Joint Ductile Iron Pipe Gaskets shall conform to ANSI A-21.11, latest designation. Use lubricants and gaskets of proper size, shape, and composition as recommended by the pipe manufacturer.

1.2.3.3 Polyvinyl Chloride Pipe C900 PVC shall be furnished with C900 wedge action restraint, complete with rings, gaskets, bolts, and joint materials conforming to ANSI A-21.11, latest designation. Non-C900 PVC shall be furnished with standard mechanical joint gland, and transition gasket.

1.2.3.4 Polyethylene Service Pipe (not permitted or allowed)

1.2.4 Pipe Fittings

1.2.4.1 Fittings Fittings shall be C153 Class 350 ductile iron conforming to ANSI A-21.1 and A-21.10. Fittings shall be epoxy resin lined and conform to ANSI A-21.11. Ductile iron fitting shall be as manufactured by the Ductile Iron

Company of America, or equal. Fittings shall be complete with rings, bolts, gaskets, etc. for joints. C110 fittings may be required for certain applications approved by FCWS.

1.2.5 Valves

All valves shall meet current AWWA Standards. Valves shall be placed a minimum of 1,200 ft. apart and at all intersections of water mains. In areas where customer density is large, valve spacing shall be decreased as directed by FCWS. All valves shall be left opening valves.

1.2.5.1 Valves 16 in. and Larger Valves 16 in. and larger shall be Resilient Wedge Type Gate Valve or Butterfly Type or approved equal for underground service with a 2 in. square operating nut. Connections shall be mechanical joint with wedge action retainer glands unless otherwise specified.

1.2.5.2 Valves 12 in. and Smaller Valves 12 in. and smaller shall be Resilient Wedge Gate Type or approved equal for underground service with a 2 in. square operating nut. Connections shall be mechanical joint with wedge action retainer glands unless otherwise specified .

1.2.5.3 Air Release Valves Air release valves shall be with check valve on vent to prevent return of air into water main. Air release valves shall be installed at designated areas at the direction of FCWS.

1.2.5.4 Backflow Preventers Backflow Preventers (BFP) are required in all new construction and shall be in accordance with requirements.

1.2.5.5 Crosses, Tees and Tapping Sleeves Crosses and tees shall be C153 Class 350 ductile iron conforming to ANSI A-21.1 and A-21.10 with wedge action retainer gland. Nipple length between fittings and valves shall be 3 times the pipe diameter or minimum of 24 in. (whichever is greater). Tapping sleeves may be required for certain applications approved by FCWS.

1.2.6 Valve Boxes

Valve boxes shall be of the roadway extension type, of proper length and base size with suitable detachable cover, coated inside and out with asphalt paint. Valve extensions are required on all valves at trench depths greater than 6 ft. Boxes shall be telescopic, manufactured of ductile iron, and be 5 ¼ in. inside diameter⁴. Cover shall be marked "Water" in raised cast letters. All boxes not located in roadway shall have a 24 in. diameter pre-cast concrete collar placed level around the top for protection.

1.2.7 Fire Hydrants Hydrants shall be M&H 5 ¼ in. MVO 129S, mechanical joint end connections , two 2 ½ in. hose nozzles and one 4 ½ in. steamer nozzle, left opening., and silver in color. M&H 5 ¼ in. 129S "iHydrant" may be required at the direction of

FCWS.

1.2.8 Service Saddles Service saddles shall be nylon coated ductile iron with dual stainless steel straps.

1.2.9 Service Pipe Couplings-All shall be Ford or approved equal as follows:

<u>Size</u>	<u>Ford</u>
1 in.	C44-44
2 in.	C44-77

1.2.10 Corporation Stops shall be as follows:

<u>Size</u>	<u>Ford</u>
1 in.	F1000-4
2 in.	FB1000

1.2.11 Meter Stops shall be as follows:

<u>Size</u>	<u>Ford</u>
1 in.	B43-444W
2 in.	BF43-777W

1.2.12 Meter Coupling/Backflow Preventer shall be as follows:

<u>Size</u>	<u>Watts</u>	<u>Ford</u>	<u>Conbraco</u>
¾ in.	7-U4-2	BF43	40-3C5-5A
1 in.		HHC 38323	40-105-01
1 ½ in.			
2 in.		HHC 31323	40-108-01

1 ½ in. and 2 in. couplings should be elliptical flanged.

1.2.13 Service Meters

1.2.13.1 Residential Service Meters Residential service meters shall be Badger E-series 5/8 in. x ¾ in., 1 in., 1 ½ in., or 2 in. with digital register, volume measured in gallons, and Orion cellular endpoint. FCWS is responsible to furnish and install meters.

1.2.13.2 Non-Residential Meters Non-residential meter installations shall be Badger E-series 5/8 in. x ¾ in., 1 in., 1 ½ in., or 2 in. with digital register, volume measured in gallons, and Orion cellular endpoint. FCWS is responsible to furnish and install non-residential meters 2 in. and smaller.

Larger diameter applications shall be Badger E-series 4 in., 6 in., 8 in., 10 in., or 12 in. with digital register, volume measured in gallons, and Orion cellular endpoint. Large diameter meter procurement and installation shall be the

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responsibility of the applicant.

1.2.14 Residential Backflow Preventers

Dual check valves shall be installed by FCWS after all new 5/8 in. x 3/4 in. and 1 in. residential meters as specified in paragraph 1.2.12. Double-Check Assembly shall be installed by FCWS after new 1 1/2 in. and 2 in. residential meters.

1.2.15 Non-Residential Backflow Preventers

These shall be installed on all connections to the System water main. The backflow prevention device shall generally be a Double-Check Assembly type. The actual selection of the device to be installed shall be approved on a case-by-case basis. The device shall be installed in the meter vault, with minimum of 24 in. separation in all directions to allow access and testing, served as applicable for the type device (refer to backflow prevention standards). Dedicated fire mains shall be contained by an approved Double-Check Assembly (minimum requirement). FCWS shall fully meter any dedicated fire main and require appropriate backflow prevention as conditions warrant. Any bypass shall also be required to have an approved backflow preventer installed with minimum of a 24 in. separation in all directions to allow access and testing.

1.2.16 Meter Boxes and Enclosures

1.2.16.1 Residential Meter Boxes Meter boxes and lids for 5/8 in. x 3/4 in. or 1 in. meters for residential use shall be domestically manufactured, locatable, made of polyethylene plastic/composite with a 2 in. inset endpoint opening, in the lid, having nominal lid opening dimension of 18 in. L x 10 in. W x 12 in. H or approved equal. FCWS may require differing material and Tier rating depending on specific application. See Detail.

1.2.16.2 Irrigation Meter Boxes Meter boxes and lids for irrigation use shall be domestically manufactured, locatable, made of polyethylene plastic/composite with a 2 in. inset endpoint opening in the lid. FCWS may require differing material and Tier rating depending on specific application. See Detail.

1.2.16.3 Non-residential Meter Enclosures Non-residential meter enclosures shall be domestically manufactured, locatable, made of polyethylene plastic/composite with a 2 in. inset endpoint opening in the lid. All enclosures shall meet specifications as outlined by ANSI 77 and AASHTO H-20 for use in the specific application and as approved by FCWS. Covers shall have a minimum coefficient of friction of 0.5. See Detail.

Meter Enclosures may also be located in a vault with a water proof, lockable, 36 in. x 36 in. minimum aluminum access hatch. Vault shall have a sleeved 1 in. hole bored away from entry steps to allow meter endpoint wiring to pass through and into endpoint enclosure. See Detail.

Endpoint enclosures shall be domestically manufactured, locatable, made of polyethylene plastic/composite with a 2 in. inset opening, in the lid, having nominal lid opening dimension of 18in. L x 10in. W x 12in. H or approved equal. FCWS may require differing material and Tier rating depending on specific application.

- 1.2.17 Manhole Covers, Frames, and Steps Manhole covers, frames, and steps shall be free from scale, lumps, blisters, sand holes, plugs, or other defects. Covers and Frames shall be tough, strong-even grained, Griffin type "R" Nennah, Higgins, or approved equal.
- 1.2.18 Concrete Manholes Concrete manholes shall conform to ASTM-C-478, latest designation.
- 1.2.19 Manhole Joints and Gaskets Manhole joints shall be "O" ring gaskets. Ring shall be sealed with Igas, Sika Seal, or equal. Joints shall also be mortar plastered inside and outside.
- 1.2.20 Valve Markers Valve markers shall be pre-cast reinforced concrete, 4 in. x 4 ft. with four #2 reinforcing bars. Markers shall be stamped "V".
- 1.2.21 Underground Warning Tape Detectable Underground Warning Tape shall be placed 18 to 24 inches above the water main. Tape shall be 5-mil with aluminum backing, acid and alkali resistant polyethylene, 6 inches wide and bearing a the continuous message: "Caution Water Line Buried Below."

2. GENERAL CONSTRUCTION REQUIREMENTS

2.1 General

- 2.1.1 The following shall establish general construction requirements for installation, maintenance, and repair of FCWS infrastructure, as well as clearing and grubbing rights-of-way and easements, and paving and grassing of areas behind curb lines.
- 2.1.2 Material specification submittals are required for approval by FCWS for each project prior to construction.
- 2.1.3 It shall be the responsibility of the Contractor to notify all utility companies prior to any excavation.
- 2.1.4 The Contractor shall notify FCWS 48 hours prior to beginning construction. FCWS shall request a pre-construction conference with the.
- 2.1.5 All construction shall be subject to inspection by authorized representatives of FCWS at any time. No dirt cover shall be placed on any portion of completed water system infrastructure pending inspection and approval by FCWS.
- 2.1.6 It shall be the responsibility of the Contractor to coordinate all construction and ensure the adherence of these standards. Any work not meeting these standards shall be corrected immediately by the Contractor after notification by FCWS.

2.2 Erosion Control and Sedimentation

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The Contractor shall be responsible for maintaining proper control measures on the construction site and adjacent areas for the duration of the project. Sediment control barriers, temporary sediment traps, sediment basins, grass, mulch, etc. will be required to adequately control erosion and prevent sedimentation. All materials and measures shall be in accordance with procedures of the State Soil and Water Conservation Committee *A Manual for Erosion and Sediment Control in Georgia*.

2.2.1 Clearing and Grubbing

The clearing and disposal of all trees, bushes, shrubbery, and miscellaneous debris as outlined in project plans and specification shall be the sole responsibility of the Contractor subject to the approval of FCWS.

2.2.1.1 Clearing Clearing operations shall be performed to prevent damage to existing trees. Safety of employees and others should be considered throughout the operation.

2.2.1.2 Grubbing It shall be the responsibility of the Contractor to remove all debris from fill material in areas to be excavated, areas to be striped of topsoil, and areas to receive fill.

2.2.1.3 Disposal All cleared and grubbed material shall be disposed of in a manner satisfactory to FCWS. Burning shall not be allowed unless specifically permitted by the County Fire Marshal.

2.2.2 Bench Marks and Monuments All established bench marks, property pins, monuments, and other reference points shall be maintained; if destroyed or disturbed, they shall be replaced as directed by FCWS.

2.3 Traffic Control

Operations shall be conducted so that there will be a minimum of interference with or interruption of traffic upon and of the roadway. This applies to both the initial installation, and the continuing maintenance and operation of facilities. Whenever construction is conducted along a highway, utility construction signs shall be provided at approximately 1,500 ft., 1,000 ft., and 500 ft. along the affected roadway prior to construction. In the case of single lane closings, a flagman shall also be required on each side of the construction side to direct traffic. Lane closings shall not be permitted without prior appropriate jurisdictional and FCWS approval. Reflective, 36-inch traffic cones shall also be placed along the closed lane, at a distance, in feet, not to exceed the maximum speed limit, in miles per hour, of the affected roadway. Road closings shall be protected by effective barricades and obstructions shall be lighted during hours of darkness. Flagmen and suitable warning signs shall be required as may be required to properly control and direct traffic. Safety of both motorists and the public shall be always provided. All traffic control must substantially conform to the federal MUTCD.

3. WATER SYSTEM CONSTRUCTION STANDARDS

3.1 Installation Procedures

- 3.1.1 General The following shall establish the general construction requirements for installation, operation, and maintenance of FCWS infrastructure. It shall be understood that these standards reflect the minimum requirements necessary for final acceptance by FCWS. Contractors shall adhere to all applicable OSHA regulations.
- 3.1.2 It shall be the contractor performing construction to notify all utility companies prior to any excavation and utilize 811 for utility locating.
- 3.1.3 The contractor shall schedule a pre-construction conference with FCWS and their sub-contractor at least a minimum of 5 business days prior to beginning construction.
- 3.1.4 FCWS shall be notified 48 hours (two full business days) prior to beginning construction.
- 3.1.5 All construction shall be subject to inspection by authorized representatives of FCWS at any time. No dirt cover shall be placed on any portion of water system infrastructure prior to inspection and approval by FCWS.
- 3.1.6 All construction shall adhere to this Standards and Specifications Manual. Any work not meeting these standards shall be corrected immediately after notification by FCWS.
- 3.1.7 Trench Construction
 - 3.1.7.1 Excavation All work performed in excavations shall be conducted in such a way as to ensure worker safety. Safe practices shall conform to OSHA regulations for working in confined spaces, especially as they pertain to excavations and the protective systems they require. An excavation shall consist of removing earthwork for the satisfactory placement of water mains and appurtenances. This includes vegetation, brush and debris, soil, rock, pavements, etc. for the intent and purpose of constructing the work required lines and grades, including sheathing, bracing and dewatering excavations, trench bed stabilization, and such other incidentals necessary to comply with plans and specifications. Refer to OSHA Trench Safety regulations.
 - 3.1.7.2 Trenching A trench may be open cut from the ground surface where designated on the plans or approved by FCWS. Boring may be required to protect certain surface improvements and to satisfy requirements of GDOT and/or the railroad companies. Minimum width shall be nominal diameter of the pipe plus 12 in. and minimum cover on pipe shall be 48 in. Bottom of trenches shall be hand dressed so that the pipe has even bearing on loose granular soil, minimum of 4 in. in depth and free from rocks and debris throughout its entire length between bell holes. . Bell holes of sufficient size for making perfect joints shall be provided. Changes in grade shall be

gradual.

Except as specified for jack/bore procedures under pavements and railroads, all excavation shall be made by open cut, unless otherwise authorized by FCWS. All work within right-of-way of railroads and state highways shall be subject to an approval permit for construction (processed through the Owner), and all rules and regulations of those authorities shall be required. It shall be the responsibility of the Contractor to prepare the applications for the required permits.

It is preferable that all trenching be done by a trencher made specifically for such purposes; however, a backhoe or other equipment will be acceptable.

Where excessive excavation results, the Contractor shall construct special foundations or use special backfill methods. Over-depth excavation will be required to remove material unsuitable to support the pipe.

3.1.7.3 Alignment Alignment shall be as indicated on the approved plans. When an obstruction is encountered, make necessary changes in alignment or grade as approved by FCWS. Injury or damage to adjacent structures, water, sanitary sewer, gas line, or other utilities shall be avoided.

3.1.7.4 Sheathing and Bracing When trench sides must be kept as nearly vertical as possible, it may be necessary to sheath, brace, or support trench sides.

When trench depth excavation exceeds 5 ft., sheathing and bracing shall be required to protect the pipe crew from injury, irrespective of the visible judgment of soil conditions by the Contractor. In event the sheathing cannot be removed without injury to the pipe or adjoining structures, it shall be left in place or cut, and the upper part then removed. All trenching, sheathing, bracing, side sloping, etc. shall conform to the regulations of OSHA. Side sloping in accordance with OSHA regulations is acceptable where conditions permit. It shall be the responsibility of the Contractor to ensure that all safety measures are met.

3.1.7.5 Stabilization and Bedding Subgrade stabilizer is to be used where required by FCWS. In soft ground, quicksand, or in areas where soil conditions are such that pipe alignment or grade is endangered, the trench shall be excavated below grade and then brought back to grade with stone stabilizer material. Stone stabilizer material shall be ASTM #57 crushed stone. Depth of stone shall be 6 in. minimum or as directed by FCWS.

3.1.7.6 Excavated Material All excavated material shall be placed on one side of the trench in a manner to prevent blockage of surface drainage patterns and traffic. It shall be so placed as to not endanger the work, always allowing free access to the trench and all existing utilities publicly or privately owned, particularly fire hydrants. Spoil placement shall conform to the regulations of OSHA .

Where necessary, fencing or retainers shall be erected to retain the excavated material within narrow limits to prevent obstruction of traffic and/or encroachment upon pavements or other areas restricted by property owners. Included shall be protection of hedges, walls, flower/rock gardens, shade trees, fruit trees, and vegetable gardens. Satisfactory provisions shall be made for travel on sidewalks, crosswalks, streets, railroads, bridges, private ways, railings, barriers, etc. All drains, gutters, culverts, and sewers for surface drainage shall be kept open. If it is evident they must be temporarily closed, then all requirements of the Owner must be met prior to such closing.

Excavated material shall not, in any case, be placed upon the pavement surfaces of public roads or streets owned by the city, county, or state unless prior approval is given by the proper Department having jurisdiction. In periods between dusk and daylight, and during inclement weather when visibility is limited, caution lights and barricades shall be placed at each end along the excavated material. Each building, wall, fence, pile, bridge, railroad, sidewalk, driveway, tree, lawn, garden, or any other improvement encountered is to be properly protected from injury. In event of damage during the work, prompt repairs satisfactory to FCWS and the property owner shall be made by the Contractor.

3.1.7.7 Limit of Open Trench

The length of the trench to be opened or the area of surface to be disturbed and restored at any one time shall be limited to that which the Contractor can complete in one day's work, or less in event of apparent inclement weather, or not to exceed 100 ft.

It shall be the Contractor's responsibility to provide adequate barricades, warning signs, flagmen, flashing lights, etc. as necessary to safeguard the public. All trenches must be backfilled by the close of each workday.

3.1.7.8 Disposition of Water Keep trenches free of water. The Contractor shall furnish all equipment and labor necessary to remove any water found or

accumulated in the trench. Other excavation shall be kept clear of water while pipe is being laid or concrete or masonry is being placed. No pipe shall be laid in water, and water must not be permitted to flow over or rise upon any masonry or pipe until the work has been accepted to prevent flow-in of silty water, thus preventing buildup of foreign matter in the pipe. All water pumped or bailed from the trench or other excavation must be conveyed in an acceptable manner to a suitable point of discharge (i.e. a stream or ditch) where it shall not cause injury to public health, or public or private property, or to work under construction or previously completed to the street surfaces, or to cause interference with the use of streets by the public. Sediment control barriers, temporary sediment traps, sediment basins, grass, mulch, etc. will be required to adequately control erosion and prevent sedimentation following procedures of the State Soil and Water Conservation Committee A Manual for Erosion and Sediment Control in Georgia.

3.1.7.9 Excavation Near Roads and Railroads Special care must be exercised in trenching near roads and railroads to protect against collapsing of the roadbed structure. Each situation must be evaluated on account of varying soils. Coordination with GDOT, the local jurisdiction, and/or FRA shall be made prior to excavation.

3.1.7.10 Subsurface Obstructions In excavating, backfilling, and laying pipe, care must be taken not to remove, disturb, or injure any water, sewer, gas, electric, telephone, or other conduits or utilities without prior approval of the owner of the utility encountered, including private utilities.

If necessary, to perform the intended work, the Contractor shall sling, shore up, and maintain such utilities in operation and promptly repair any damage done to them. Before final acceptance of the work, all such utilities shall be made "equal to or better" than prior to construction.

It shall be the Contractor's responsibility to contact 811 to locate underground utilities. In event of damage to the utilities, the Contractor will promptly notify the utility owner (public or private) and must assume full responsibility.

In event pipe or conduits providing service to adjoining buildings are broken or damaged to some questionable degree of service, the Contractor shall immediately make repairs at their own expense or otherwise be liable for repair costs incurred by others. The utility owner reserves the right to make repairs caused by the Contractor without prior notice. Removal or relocation

of a utility encountered may be done upon prior approval by the utility owner given directly to the Contractor.

3.1.7.11 Rock Excavation Remove all rock to below 6 in. grade of trench and build back trench bottom with loose granular soil, minimum of 4 in. in depth and free from rocks and debris. When necessary, blasting operations shall be conducted in strict accordance with all existing local and state ordinances and regulations. Blasting shall be conducted by persons licensed to use explosives.

3.1.7.12 Where blasting is to be conducted along the right-of-way of a GDOT roadway, the Contractor shall provide FCWS all necessary information to submit blasting permit applications to GDOT for approval. Blasting may occur only after FCWS receives the GDOT permit.

3.1.8 Pipe Installation

3.1.8.1 Inspection Before Laying Pipe All pipe shall be subject to inspection prior to installation. Only new pipe with smooth surfaces (interior and exterior), free from cracks, flaws, blisters, etc. shall be used.

3.1.8.2 Handling Pipe shall not be dropped..

3.1.8.3 Laying Pipe shall be swept clean of trash or dirt before lowering into the trench. After the pipe has been cleaned, it shall be lowered into the trench in such a manner that the pipe shall not be damaged. Each joint shall be lined and brought to a uniform grade upon a trench bottom. Holes for couplings or bells shall be prepared with a minimum clearance of 2 in. Pipe shall be laid in straight lines on uniform grades and shall not be deflected either vertically or horizontally in excess recommended by the manufacturer. Before stopping work each day, all open pipe ends shall be closed with a proper size plug. Secure pipe from floating.

3.1.8.4 Joining

3.1.8.4.1 Mechanical Joints Clean spigot and bell of foreign material and apply a food grade lubricant solution before slipping gasket and gland over spigot end of pipe. Follow manufacturer guidelines for installation. Tighten bolts with a torque wrench to recommended tightness by the manufacturer.

3.1.8.4.2 Slip Joints Jointing shall be made with rubber gaskets and lubricant furnished by the manufacturer in strict accordance with the manufacturer's recommendations. Prepare field cut pipe by filing 1/8 in., 30 degree bevel on pipe end to avoid injuring gasket.

3.1.8.4.3 Threaded Pipe Wire-brush threads, clean and apply an approved joint compound. Tighten until joint is snug and watertight.

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3.1.8.4.4 Polyvinyl Chloride Pipe PVC shall not be allowed without prior approval from FCWS.

3.1.8.4.5 Polyethylene Pipe All connections shall be in accordance with manufacturer's recommendations.

3.1.8.4.6 Restrained Joints All restrained joints shall be installed in strict accordance with manufacturer's recommendations.

3.1.8.5 Connections to Existing Mains Connections to existing mains shall be governed by all applicable provisions of these specifications. The Contractor shall locate, excavate, and cut the existing main, remove the section of old pipe, rework the trench, connect the new pipe with the old, and set necessary appurtenances as shown on the approved plans. All necessary precautions shall be taken to brace valves and mains under pressure to prevent blow outs.

Connections to existing mains shall be made at the locations shown on the construction plans or as directed by FCWS. Connections to existing mains, other than service lines, will require a tee with three valves – nipple length for tie-in with sleeves shall be three times the pipe diameter. Alternate configuration may be allowed with approval from FCWS. Tie-ins requiring existing water mains to be shut down shall be scheduled by FCWS trying to affect a minimal number of customers. Valve operation shall be performed by FCWS; however, the Contractor may operate valves at the specific direction and approval of FCWS.

When an existing main has been cut, the work of making a connection shall proceed, without interruption, until completed.

Where new construction is required over existing piping, a steel, reinforced grade beam at least 4 ft. wide and 2 ft. deep is required.

3.1.9 Trenching and Backfilling The trench shall be dewatered prior to being backfilled with loose native earth that is free of clods, large stones, debris, or other objectionable material. In traffic areas, particularly roads, streets, parking lots, and walkways, the full depth of backfill shall receive thorough tamping in 6 in. lifts to a minimum of 98 percent standard proctor density. FCWS may request that soil compaction test be performed by an outside testing consultant. Particular attention is directed to driveways, walkways, and areas subject to mail delivery where prompt backfilling is required to prevent a public safety hazard.

In all areas of construction, the excavated material shall be cleared from the premises

and the completed work left in a neat and acceptable condition, including broken pavement and other matter not classified as earth.

Trenches and other excavated areas completed by the Contractor shall be kept in a good and safe condition during the maintenance period following acceptance by FCWS.

3.1.9.1 Timing

Trenches shall be backfilled as soon as practical after laying and jointing the pipe. Provisions for traffic as specified under "Excavated Material" must be adhered to.

3.1.9.2 In Non-Traffic Areas

Carefully refill with suitable material in layers not exceeding 6 in. in thickness and thoroughly tamp with mechanical tamps to 1 ft. above the top of the pipe. The remainder of the trench may be backfilled without tamping except for areas around valves and fire hydrants, which require tamping as specified under the installation of those items. The backfill shall be rounded over the trench to provide allowance for future backfill settlement.

3.1.10 Highway and Railroad Crossings Install in strict accordance with railroad or State Highway requirements and all applicable provisions of the plans and specifications. Install casing pipe by jacking, boring, or tunneling in strict accordance with the requirements of GDOT and FHWA or railroad. Diameter of the hole shall not exceed the outside diameter of the pipe. Seal ends of casing in accordance with GDOT or railroad requirements.

3.1.11 Casing

3.1.11.1 Ductile Iron Casing Casing pipe for ductile iron shall be as specified and joints shall be welded. Carrier pipe shall be ductile iron with mechanical joints as specified. Welds for steel pipe shall be filled arc-weld type meeting American Welding Society and American Institute of Steel Construction Standards. Welds shall be continuous, watertight, and develop a greater strength than the pipe.

3.1.11.2 Fusible PVC Casing... Fusion technician(s) shall be qualified by the pipe supplier to install fusible polyvinylchloride (PVC) pipe of the type(s) and size(s) specified. Qualification shall be current as of the date of fusion installation. Inside and outside of welds shall have all rust, mill scale, flux flumes, oxides, grease, and oil removed by chipping and wire brushing immediately before applying touch-up coating. All weld and scratched areas shall be recoated with coal tar material of same type and thickness as original coating. Outside shall be coated immediately after welding. Carrier pipe will

be pushed into casing with stainless steel casing spacers to avoid damaging coating in casing.

- 3.1.12 **Uncased Bores for Driveways** Uncased bores for lines under paved driveways shall be in strict accordance with GDOT Standard Specifications, Shore, brace, and maintain all safety measures to avoid danger or damage.

- 3.1.13 **Asphalt Concrete Paving Replacement (Where Open Cut is Allowed)**

Materials and construction methods shall conform to GDOT Standard Specifications, latest edition, and typical details of these standards.

- 3.1.13.1 Removal Existing pavement shall be sawed.

- 3.1.13.2 Excavation and Backfill Excavation and backfill shall be in accordance with this Section.

- 3.1.13.3 Base Base shall be 8 in. of "High Early Strength" concrete in accordance with Section 430 of the *Georgia Standard Specifications for Construction of Roads and Bridges*.

- 3.1.13.4 Pavement Pavement shall be hot mix asphaltic concrete either Type "E" or "F", and shall be in accordance with Section 400 of the *Georgia Standard Specifications for Construction of Roads and Bridges*.

- 3.1.14 **Valves and Fittings** Valves and fitting shall be installed as shown on the approved plans or directed by FCWS. Valves shall be set plumb and on firm bearing. Each underground valve shall include a valve box placed vertically to allow operation of the valve. All valve boxes shall be plumb at final grade and risers will not be allowed. Backfill around valves boxes shall be tamped in 6 in lifts to ensure proper compaction.

Valve boxes not located in roadways shall have a pre-cast concrete collar placed level around the top for protection. When valves are approved for installation in a roadway, the valve boxes shall be installed with single, reinforced concrete valve pad to encompass with # 4 rebar, 8 in. on center each way. All valves and fittings shall be secured with a method of restraint approved by FCWS.

- 3.1.15 **Setting Valve Markers** Set vertically in the ground with 30 in. to 36in. projecting and within 2 feet of the valve box.

- 3.1.16 **Plugging Dead Ends** All dead ends of pipes, tees, or crosses shall be plugged or capped. Installation of plugs or caps shall be as specified for similar pipe and fittings. A fire hydrant assembly shall be installed on the end of the pipe as directed by FCWS.

- 3.1.17 **Pipe Restraint Requirements** All bends, tees, ends of mains, and crosses shall be restrained as indicated on the plans or as directed by FCWS. All restrained joints shall conform to manufacturer's recommendations.

- 3.1.18 Thrust Blocking Requirements Thrust blocking shall be minimum 3000 psi concrete and is required on all bends and tees. Ply sheeting shall be used to cover fittings and bolts. Calcium shall be required additive per the direction of FCWS
- 3.1.19 Fire Hydrants Fire hydrants shall be located and installed as shown on the plans, or as directed by FCWS, and set plumb from 30 in. to 36 in. of hydrant exposed above the ground. Minimum valve opening shall be 5 ¼ in. Minimum height of hydrant flange from final grade is between 2 in. – 6 in. Fire hydrants are to be located on the right-of-way line and shall have a gate valve installed between the main and the fire hydrant. Valve and hydrant shall be restrained to the satisfaction of FCWS. The contractor will furnish adjustable anchor couplings as required to maintain these dimensions. Hydrant extension kit will only be allowed if approved by FCWS prior to installation. Fire hydrants serving commercial, industrial, or multi-family residential areas shall be located at intervals not to exceed 400 L.F. along the street right-of-way (Reference Fayette County Code Section 12-90 & 1-91).

Foreign matter shall be removed from the interior of hydrants, stuffing boxes tightened, and the valve operated to assure they are in working order before installation.

Fourteen cubic feet of gravel shall be placed around base of hydrants to ensure drainage. Tie rods or hydrant tees and anchor couplings shall be installed and backfill shall be thoroughly tamped in 6 in. lifts around hydrants to ensure proper compaction.

3.1.20 Services

3.1.20.1 Service Connections Corporation stops and curb stops shall be used on all service connections. Connections to main lines shall require a double strap saddle. Use approved tapping machine to make all taps.

3.1.20.2 Service Lines Service line conduit and/or piping shall be installed at a minimum depth of 4 ft. Long side services installed in new subdivisions shall be installed by casing service lines in 2 in. conduit. Conduit may be installed under proposed streets either by open cut prior to curb and gutter installation, by mechanical boring from beyond back-of-curb to back-of-curb following curb installation, or by other acceptable means preapproved by FCWS.

3.1.20.3 Setting Meters and Meter Boxes Meter boxes shall be located as directed by FCWS, installed plumb, and backfill thoroughly tamped. Meter and Stop will be installed in box as shown in Details. Any meter boxes damaged during construction shall be replaced by Contractor. The location of and meters shall be marked in the field by sawing a "W" in the curbing and

placing a 2 in. PVC pipe vertically and adjacent to an iron pin immediately behind the curb or at the edge of the pavement. The 2 in. PVC pipe should extend 3 ft. above final grade and painted blue as per standardized color. Curb stops shall be full port and placed inside meter boxes at the end of all service lines.

3.1.20.4 Cross Connections Cross connection to any other water supply is strictly prohibited.

3.1.21 Cleanup and Property Restoration Upon completion of backfilling, all surplus earth, rock, or other materials shall be moved and disposed of offsite in a timely manner. All streets, driveways, monuments, mailboxes, or other private property damaged by the Contractor or Sub-Contractors shall be cleaned up and restored to their original condition as soon as possible.

3.2 Hydrostatic Testing

3.2.1 Expelled Air Before applying the specified test pressure, all air shall be expelled from the pipe. If hydrants, blow-offs, or air release valves are not available at the high elevations, the Contractor shall make the necessary taps at points of highest elevation before the test is made and insert plugs after the tests have been completed. Any cracked or defective pipe, fittings, valves, or hydrants discovered in consequence of this pressure test shall be removed and replaced with sound material and the test shall be repeated until satisfactory to FCWS.

3.2.2 Testing Required After all piping has been placed, each section shall be tested in the presence of the FCWS Inspector and tests shall be continued until all leaks have been made tight to the satisfaction of the FCWS Inspector. The Contractor shall furnish all water pumps, gauges, bulkheads, and other materials necessary to conduct the test as herein required. Every precaution must be taken to valve off or otherwise protect control equipment, in or attached to the pipe line, to prevent damage or injury thereto. All piping shall be hydrostatically tested at a pressure of at least one and one-half times the rated pressure of the pipe for 15 minutes, then at the rated pressure of the pipe for two hours.

3.2.3 Allowable Leakage Test Following the 15 minute pressure test, the pressure loss shall be recorded and the pressure dropped to the rated pressure of the pipe for the additional two hours.

At the end of the two-hour period, a leakage test shall be conducted as follows. The pipe being tested shall be refilled, monitoring the amount of water required until the original pressure rating is obtained. The maximum leakage allowed will be 10 gallons per inch diameter, per mile, per day.

3.2.4 Water for Testing

Prior to receiving water for hydraulic testing, FCWS shall be notified about the desire for testing and disinfection. A temporary fill line shall be extended from an existing active water main to the water main being filled. This line shall be equipped with a meter and a backflow prevention device as specified herein. FCWS shall provide an inspector to operate all active water valves and witness tests and disinfection procedures. A contractor shall not operate active water valves under any circumstances.

3.3 Disinfection of Water Lines

3.3.1 General

Disinfection of water lines and the disposal of heavily chlorinated water (following disinfection) must be accomplished in accordance with the latest edition of AWWA Standard C651.

3.3.1.1 Notification of Testing FCWS shall be notified 48 hours minimum before filling lines for disinfection.

3.3.1.2 Residual Testing After wasting the heavily chlorinated water in an approved manner and final flushing, water samples shall be taken from the water main and shall be tested in the FCWS lab. If water samples tested in a third party state approved lab, copies of written lab results must be received by FCWS prior to installation of any water meters.

STANDARDS AND SPECIFICATIONS MANUAL



**FAYETTE COUNTY WATER SYSTEM
245 MCDONOUGH ROAD
FAYETTEVILLE, GEORGIA 30214**

February 2024



DEFINITIONS

"Department" - the individual, official, board, department or agency established and authorized by county, city and/or other political subdivision created by law to administer and enforce the provisions of the Plumbing Code, the Federal and State Safe Drinking Water Acts, and the Ordinances, Rules, Regulations, and Policies of Fayette County, in the state of Georgia.

"Authorized Representative" - any individual employed by the Fayette County Water System given direct authorization, from the Director of the Fayette County Water System to act as a department representative.

"Backflow" - a reverse flow in a water system from the normal or intended direction.

"Backflow Preventer (BFP)" - a device designed to prevent reverse flow in a water system. Specifically, the term should normally be used where backpressure-type backflow is implied.

"Branch Sewer" - a sewer which receives sewage from a relatively small area, and discharges into a main sewer.

"Contaminant" - means any physical, chemical, biological, or radiological substance or matter in water that could cause a public health hazard.

"Customer" - shall mean every person who is responsible for contracting (expressly or implicitly) with the Fayette County Water System in obtaining, having, or using water connections with, or water tap to, the water system of the Fayette County Water System and in obtaining, having, or using water and other related services furnished by the Fayette County Water System for the purpose of water supply through said system.

"Contractor" – any person or entity, including their agent or construction contractor, who wishes to replace or construct new water lines in FCWS service area.

"Drinking water" – water supplied for domestic use or human consumption, meeting the maximum contaminant levels established by the State.

"Easement" – shall mean an acquired legal right for the specific use of land owned by others.

"EPD" – shall mean the Environmental Protection Division of the Department of Natural Resources of the State of Georgia.

"FCWS" – Fayette County Water System.

"FRA" – Federal Railroad Administration

"GDOT" – Georgia Department of Transportation

"Industrial wastes" – shall mean the wastewater from industrial processes as distinct from domestic or sanitary wastes.

"Inspector" – an individual qualified in a vocation and authorized to make inspections, interpret codes, regulations, and procedures.

"Large stone" – Stone that is 2 in. or smaller in diameter.

“Large Diameter Meter” – meters greater than 2” (4”, 6”, 8”, 10”, 12”)

“Main” – a pipe for delivering wastewater from a pumping station to its destination which may be a treatment plant or a higher point in the sewerage system.

“Main Sewer” – a sewer to which one or more branch sewers are tributary. Also called a Trunk Sewer.

“May” – is permissive.

“Person” – shall mean any individual, firm, company, association, society, corporation, or group.

“Pollutant” – any substance that, if introduced into the potable water system, could be objectionable but could not create a health hazard.

Pollution” – the man-made or man-induced alteration of the chemical, physical, biological, and radiological integrity of water.

“Potable Water” – any water that, according to recognized standards, is safe for human consumption.

“Privately Owned Public Water System” – any system to provide piped water to the public for human consumption. Such term includes any collection, treatment, storage, and distribution facility, designed to serve 15 or more units from any source other than Fayette County, being owned and operated by any entity other than Fayette County.

“Professional Engineer” – a person registered to practice professional engineering in the State of Georgia in accordance with the provisions of the Act governing the practice of professional engineering in Georgia.

“Public Water System” – a water system (including but not limited to supply, treatment, transmission and distribution facilities and appurtenances) operated as a Public Utility that supplies potable water to the service-connection of the Consumer's water system. Herein defined, as the Fayette County Water System potable water supply/system as operated by the Fayette County Water System.

“Representative” – a person authorized to represent the Superintendent of the Fayette County Water System.

“Sanitary Sewer” – a sewer pipe which carries sewage and to which storm, surface, and ground waters are not intentionally admitted.

“Service-Connection” – the point of delivery of water to a premises: the normal location of the meter. It is the end of the water purveyor's jurisdiction and the beginning of the Plumbing Official's and the Consumer's, and defined as follows:

Dedicated – a single service connection that is designated for one use only (i.e. domestic, fire protection, or irrigation).

Combination – a single service connection that is designated for more than one use (i.e. domestic and fire protection).

“Sewage” – is the spent water of a community. (See Wastewater)

“Sewerage” –shall mean all facilities for collecting, pumping, treating, and disposing of sewage.

“Sewer” – a gravity flow pipe or conduit, normally not flowing full, for carrying storm water, sewage and other waste liquids.

“Sewer or Service Line” – a pipe conveying sewage from a single building to a common sewer or point of immediate disposal.

“Shall” – is mandatory.

“Spring” – a surface water where water naturally issues forth for the first time from rock or soil onto the land or into a body of water.

“Standard methods” – “Standard Methods for the Examination of Water.” As published jointly by the American Public Health Association, the American Water Works Association, and the Water Pollution Control Federation or with any other analytical procedure approved by the Commission.

“Storm drain” – shall mean a drain or sewer for conveying water, groundwater, subsurface water, or unpolluted water from any source and excluding sewage and industrial wastes other than unpolluted cooling water. (See Storm Sewer)

“Storm Sewer” – a sewer which carries storm water and surface water, street wash and other wash waters, or drainage, but excludes sewage and industrial wastes.

“Storm water” – any flow occurring during or following any form of natural precipitation and resulting therefrom.

“Suitable material” – clean dirt free of rock and debris.

“Surface water” – includes all rivers, streams, branches, creeks, ponds, tributary streams, and drainage basins, natural lakes, artificial reservoirs or impoundments.

“System” – Fayette County Water System.

“Warranty” – cost and replacement due to workmanship and material defect

“Wastewater” – shall mean the spent water of a community. From the standpoint of source, it may be a combination of the liquid and water carried wastes from residences, commercial storm water that may be present. (See Sewerage)

“Water Well” – any excavation that is cored, bored, drilled, jetted, dug, or otherwise constructed for the purpose of location, testing, or withdrawing groundwater.

1. WATER SYSTEM DESIGN SPECIFICATIONS

1.1 General Design Requirements

- 1.1.1 The following shall establish the general design requirements for publicly owned.
- 1.1.2 Connections to existing mains, other than service lines, will require a tee with three valves – nipple length for tie-in with sleeves shall be three times the pipe diameter.
- 1.1.3 All water mains shall be minimum of 8 in. diameter class 350 ductile iron.
- 1.1.4 Dead-end lines shall be minimized by looping of all mains when possible and provided with a hydrant.
- 1.1.5 Minimum horizontal distance between water lines and sanitary sewer lines, storm sewer lines, and sewer manholes shall be 10 ft. radius. Minimum distance for all other underground utilities or structures shall be 24 in. Vertical separation shall be at least 24 in. between the bottom of the water main and the top of the sanitary sewer main. At crossings, the water pipe should be located so both joints are as far from the sanitary sewer line as possible. Casing shall be provided per FCWS direction at perpendicular crossing of sanitary sewer and extending 24 in. outside circumference of sanitary sewer.
- 1.1.6 Unless otherwise approved by FCWS, all creek crossings shall be constructed by encasing a class 350 ductile iron water main in steel casing (reference section 1.2.2.3) with restrained joint pipe and stainless-steel casing spacers and sufficiently blocking each end of the casing to secure its position. The minimum depth from the existing creek bed to the top of the casing pipe shall be 2 ft. Valves should be at both ends of the crossing and easily accessible (not subject to flooding). Taps should be provided on each end of testing and leak determination.
- 1.1.7 All crossings of existing and proposed paved streets shall be by the bore and jack method, unless approved otherwise prior to installation. A county road shall be open cut only after written permission has been received from Fayette County Public Works. All pipe placed under county roads or underneath new roads shall be class 350 ductile joint pipe encased in steel casing with restrained joint pipe and stainless-steel casing spacers as determined by FCWS. All pipe under roads shall have a minimum cover of 4 ft. from finish grade to top of pipe.
- 1.1.8 Crossings of driveways shall be by means of uncased bore or open cut as may be determined by the Water System. Pipe over 10 in. in diameter shall be open cut unless casing is provided with the bore or approved otherwise prior to installation. Where open cut method is allowed, existing concrete and asphalt driveways shall be sawed and the debris removed prior to trenching. When pipe installation is complete, the driveway shall be backfilled, compacted to 98% standard proctor density, and damaged area replaced with material consistent with the existing driveway within five working days. No service taps to be made under driveways. Driveway installation shall be in

accordance with these standards. No service shall be left under a driveway. New service shall be installed and old service and tapping saddle shall be removed with tap covered with stainless steel full circle repair clamp.

- 1.1.9 Tees, crosses, valves, and other necessary fittings shall be provided at all road intersections to provide for future expansion. All tees and crosses shall be accompanied by equivalent sized valve. Water main shall be extended minimum of 4 ft beyond the radius of the intersection.
- 1.1.10 Magnetic detection tape shall be placed directly over all nonmetal pipe at a maximum depth of 2 ft. from finished grade. Tracing wire shall be in direct contact with the piping and must be accessible for locating purposes.
- 1.1.11 Fire hydrants spacing shall be at intervals specified in Fayette County Code Section 12-90 & 12-91. Minimum valve opening shall be 5 ¼ in. Minimum height of hydrant flange from final grade is between 2 in. – 6 in.
- 1.1.12 Fire hydrants are to be located on the right-of-way line and shall have a gate valve installed between the main and the fire hydrant.
- 1.1.13 FCWS requires installation of M&H 129 iHydrants as specified. Generally, one iHydrant for each non-residential development and one per every 50 lots of a residential development.
- 1.1.14 All fire service lines and connections with private fire hydrants, hand hose connections, sprinkler heads, and any other supply including domestic lines shall be required to be metered and have an approved backflow prevention assembly in accordance with paragraph 1.2.21 of these standards.
- 1.1.15 Shutoff valves shall be located along the main line at intervals not greater than every 1200 L.F. Less separation may be required by FCWS.
- 1.1.16 All fittings (valves, tees, crosses, bends, and reducers) shall be restrained in a method approved by FCWS. All fittings shall have a minimum of one full joint of D.I.P. extending out of each side of the fitting.
- 1.1.17 Each valve 2 in. or larger, except fire hydrant valves, shall have a valve marker 4 in. square by 4 ft. long with four #2 reinforcing rods placed directly behind the valve. The marker shall be set to leave 18 in. exposed above grade with a “V” stamped into the concrete. A “V” notch should also be cut into the curb and painted blue.
- 1.1.18 Each underground valve shall include a valve box placed vertically to allow operation of the valve. Valve boxes not located in roadways shall have a pre-cast concrete collar placed level around the top for protection.
- 1.1.19 Service lines shall be provided from the water main to each residential lot in the proposed development. Lines shall normally be 1 in. minimum diameter and furnished with full port curb stops, corporation stops, and meter boxes. Meter boxes shall be placed as directed by FCWS or as directed by GA DOT and installed on a 6 in. gravel

base. Double services may be accepted if approved by FCWS.

- 1.1.20 Water services for commercial, industrial, or multi-family residential shall be adequate to provide for the specific needs of the installation including adequate fire protection. Backflow prevention devices shall be in accordance with FCWS requirements.
- 1.1.21 All multi-tenant developments shall provide signed documentation in accordance with the state of Georgia Statute 12-5-180.1.
- 1.1.22 The location of service laterals and meters shall be indicated precisely on drawings.
- 1.1.23 All temporary and interim water connections connected to FCWS water sources shall be approved.
- 1.1.24 When roadways and streets are proposed to be constructed over existing water lines, it is required to relocate the water main and install steel casing pipe.
- 1.1.25 The Contractor shall ensure that no water infrastructure or connecting water lines are within proximity of an abandoned landfill site or any other waste disposal site per state of Georgia Rule 391-3-5-.04.

1.2 Materials of Construction

- 1.2.1 General Material Requirements All materials shall be domestically manufactured and specified herein or approved equal.

Any pipe, solder, or flux used in the installation or repair of water service lines or water mains must be lead free. Pipe and fittings must not contain more than 0.25 percent lead on wetted surface.

1.2.2 Pipe

1.2.2.1 Ductile Iron Pipe Pipe shall be Pressure Class 350 with slip joints conforming to ANSI specifications A-21.5, latest designation and must meet ANSI/AWWA Standard C151. Pipe shall have an exterior coating of coal tar varnish and an interior cement mortar lining with bituminous seal coat conforming to ANSI A-21.4, latest designation. The seal coat for the lining shall not impair the potability or impart color, taste, odor, phenols, toxicity, caustic alkalinity, or have deleterious effect to the water. Each pipe shall bear a mark denoting the class to which it belongs.

1.2.2.2 Polyvinyl Chloride Pipe PVC is not allowed

1.2.2.3 Steel Casing Pipe Pipe shall be of steel construction of the size and wall thickness below with lengths called for on the approved plans.

Water Main Size
8"

Casing Size*
16"

Wall Thickness
.250

10"	16"	.250
12"	18"	.312
16"	24"	.375
18"	30"	.375
20"	30"	.375
24"	36"	.500

*Slip Joint D.I.P. Applications with Field Lok Gaskets or approved equal. Special considerations will be given per FRA and GDOT requirements.

1.2.2.4 Copper Tubing All service lines from the main to the meter shall be Type K copper tubing 1 in. and 2 in. and shall conform to AWWA Specification 7S-CR, ASTM Specifications B-88, and Federal Specification WW-T-799.

1.2.2.5 Service Line Encasement Service line encasement installed following curb and gutter construction shall be 2 in. (for 1 in. service line) or 4 in. (for 2 in. service line) polyethylene or approved equal. If encasement is placed prior to curb and gutter construction, class 200 PVC will be allowed.

1.2.3 Joints and Gaskets

1.2.3.1 Mechanical Joint Ductile Iron Pipe Mechanical joint ductile iron pipe shall be furnished with mechanical joint wedge action restraint, complete with rings, gaskets, bolts, and joint materials conforming to ANSI A-21.11, latest designation.

1.2.3.2 Slip Joint Ductile Iron Pipe Gaskets shall conform to ANSI A-21.11, latest designation. Use lubricants and gaskets of proper size, shape, and composition as recommended by the pipe manufacturer.

1.2.3.3 Polyvinyl Chloride Pipe C900 PVC shall be furnished with C900 wedge action restraint, complete with rings, gaskets, bolts, and joint materials conforming to ANSI A-21.11, latest designation. Non-C900 PVC shall be furnished with standard mechanical joint gland, and transition gasket.

1.2.3.4 Polyethylene Service Pipe (not permitted or allowed)

1.2.4 Pipe Fittings

1.2.4.1 Fittings Fittings shall be C153 Class 350 ductile iron conforming to ANSI A-21.1 and A-21.10. Fittings shall be epoxy resin lined and conform to ANSI A-21.11. Ductile iron fitting shall be as manufactured by the Ductile Iron Company of America, or equal. Fittings shall be complete with rings, bolts,

gaskets, etc. for joints. C110 fittings may be required for certain applications approved by FCWS.

1.2.5 Valves

All valves shall meet current AWWA Standards. Valves shall be placed a minimum of 1,200 ft. apart and at all intersections of water mains. In areas where customer density is large, valve spacing shall be decreased as directed by FCWS. All valves shall be left opening valves.

1.2.5.1 Valves 16 in. and Larger Valves 16 in. and larger shall be Resilient Wedge Type Gate Valve or Butterfly Type or approved equal for underground service with a 2 in. square operating nut. Connections shall be mechanical joint with wedge action retainer glands unless otherwise specified.

1.2.5.2 Valves 12 in. and Smaller Valves 12 in. and smaller shall be Resilient Wedge Gate Type or approved equal for underground service with a 2 in. square operating nut. Connections shall be mechanical joint with wedge action retainer glands unless otherwise specified .

1.2.5.3 Air Release Valves Air release valves shall be with check valve on vent to prevent return of air into water main. Air release valves shall be installed at designated areas at the direction of FCWS.

1.2.5.4 Backflow Preventers Backflow Preventers are required in all new construction and shall be in accordance with requirements.

1.2.5.5 Crosses, Tees and Tapping Sleeves Crosses and tees shall be C153 Class 350 ductile iron conforming to ANSI A-21.1 and A-21.10 with wedge action retainer gland. Nipple length between fittings and valves shall be 3 times the pipe diameter or minimum of 24 in. (whichever is greater). Tapping sleeves may be required for certain applications approved by FCWS.

1.2.6 Valve Boxes

Valve boxes shall be of the roadway extension type, of proper length and base size with suitable detachable cover, coated inside and out with asphalt paint. Valve extensions are required on all valves at trench depths greater than 6 ft. Boxes shall be telescopic, manufactured of ductile iron, and be 5 ¼ in. inside diameter"". Cover shall be marked "Water" in raised cast letters. All boxes not located in roadway shall have a 24 in. diameter pre-cast concrete collar placed level around the top for protection.

1.2.7 Fire Hydrants Hydrants shall be M&H 5 ¼ in. MVO 129S, mechanical joint end connections , two 2 ½ in. hose nozzles and one 4 ½ in. steamer nozzle, left opening., and silver in color. M&H 5 ¼ in. 129S "iHydrant" may be required at the direction of FCWS.

1.2.8 Service Saddles Service saddles shall be nylon coated ductile iron with dual stainless steel straps.

1.2.9 Service Pipe Couplings-All shall be Ford or approved equal as follows:

<u>Size</u>	<u>Ford</u>
1 in.	C44-44
2 in.	C44-77

1.2.10 Corporation Stops shall be as follows:

<u>Size</u>	<u>Ford</u>
1 in.	F1000-4
2 in.	FB1000

1.2.11 Meter Stops shall be as follows:

<u>Size</u>	<u>Ford</u>
1 in.	B43-444W
2 in.	BF43-777W

1.2.12 Meter Coupling/Backflow Preventer shall be as follows:

<u>Size</u>	<u>Watts</u>	<u>Ford</u>	<u>Conbraco</u>
¾ in.	7-U4-2	BF43	40-3C5-5A
1 in.		HHC 38323	40-105-01
1 ½ in.			
2 in.		HHC 31323	40-108-01

1 ½ in. and 2 in. couplings should be elliptical flanged.

1.2.13 Service Meters

1.2.13.1 Residential Service Meters Residential service meters shall be Badger E-series 5/8 in. x ¾ in., 1 in., 1 ½ in., or 2 in. with digital register, volume measured in gallons, and Orion cellular endpoint. FCWS is responsible to furnish and install meters.

1.2.13.2 Non-Residential Meters Non-residential meter installations shall be Badger E-series 5/8 in. x ¾ in., 1 in., 1 ½ in., or 2 in. with digital register, volume measured in gallons, and Orion cellular endpoint. FCWS is responsible to furnish and install non-residential meters 2 in. and smaller.

Larger diameter applications shall be Badger E-series 4 in., 6 in., 8 in., 10 in., or 12 in. with digital register, volume measured in gallons, and Orion cellular endpoint. Large diameter meter procurement and installation shall be the responsibility of the applicant.

1.2.14 Residential Backflow Preventers

Dual check valves shall be installed by FCWS after all new 5/8 in. x 3/4 in. and 1 in. residential meters as specified in paragraph 1.2.12. Double-Check Assembly shall be installed by FCWS after new 1 1/2 in. and 2 in. residential meters.

1.2.15 Non-Residential Backflow Preventers

These shall be installed on all connections to the System water main. The backflow prevention device shall generally be a Double-Check Assembly type. The actual selection of the device to be installed shall be approved on a case-by-case basis. The device shall be installed in the meter vault, with minimum of 24 in. separation in all directions to allow access and testing, served as applicable for the type device (refer to backflow prevention standards). Dedicated fire mains shall be contained by an approved Double-Check Assembly (minimum requirement). FCWS shall fully meter any dedicated fire main and require appropriate backflow prevention as conditions warrant. Any bypass shall also be required to have an approved backflow preventer installed with minimum of a 24 in. separation in all directions to allow access and testing.

1.2.16 Meter Boxes and Enclosures

1.2.16.1 Residential Meter Boxes Meter boxes and lids for 5/8 in. x 3/4 in. or 1 in. meters for residential use shall be domestically manufactured, locatable, made of polyethylene plastic/composite with a 2 in. inset endpoint opening, in the lid, having nominal lid opening dimension of 18 in. L x 10 in. W x 12 in. H or approved equal. FCWS may require differing material and Tier rating depending on specific application. See Detail.

1.2.16.2 Irrigation Meter Boxes Meter boxes and lids for irrigation use shall be domestically manufactured, locatable, made of polyethylene plastic/composite with a 2 in. inset endpoint opening in the lid. FCWS may require differing material and Tier rating depending on specific application. See Detail.

1.2.16.3 Non-residential Meter Enclosures Non-residential meter enclosures shall be domestically manufactured, locatable, made of polyethylene plastic/composite with a 2 in. inset endpoint opening in the lid. All enclosures shall meet specifications as outlined by ANSI 77 and AASHTO H-20 for use in the specific application and as approved by FCWS. Covers shall have a minimum coefficient of friction of 0.5. See Detail.

Meter Enclosures may also be located in a vault with a water proof, lockable, 36 in. x 36 in. minimum aluminum access hatch. Vault shall have a sleeved 1 in. hole bored away from entry steps to allow meter endpoint wiring to pass through and into endpoint enclosure. See Detail.

Endpoint enclosures shall be domestically manufactured, locatable, made of

polyethylene plastic/composite with a 2 in. inset opening, in the lid, having nominal lid opening dimension of 18in. L x 10in. W x 12in. H or approved equal. FCWS may require differing material and Tier rating depending on specific application.

- 1.2.17 **Manhole Covers, Frames, and Steps** Manhole covers, frames, and steps shall be free from scale, lumps, blisters, sand holes, plugs, or other defects. Covers and Frames shall be tough, strong-even grained, Griffin type "R" Nennah, Higgins, or approved equal.
- 1.2.18 **Concrete Manholes** Concrete manholes shall conform to ASTM-C-478, latest designation.
- 1.2.19 **Manhole Joints and Gaskets** Manhole joints shall be "O" ring gaskets. Ring shall be sealed with Igas, Sika Seal, or equal. Joints shall also be mortar plastered inside and outside.
- 1.2.20 **Valve Markers** Valve markers shall be pre-cast reinforced concrete, 4 in. x 4 ft. with four #2 reinforcing bars. Markers shall be stamped "V".
- 1.2.21 **Underground Warning Tape** Detectable Underground Warning Tape shall be placed 18 to 24 inches above the water main. Tape shall be 5-mil with aluminum backing, acid and alkali resistant polyethylene, 6 inches wide and bearing a the continuous message: "Caution Water Line Buried Below."

2. GENERAL CONSTRUCTION REQUIREMENTS

2.1 General

- 2.1.1 The following shall establish general construction requirements for installation, maintenance, and repair of FCWS infrastructure, as well as clearing and grubbing rights-of-way and easements, and paving and grassing of areas behind curb lines.
- 2.1.2 Material specification submittals are required for approval by FCWS for each project prior to construction.
- 2.1.3 It shall be the responsibility of the Contractor to notify all utility companies prior to any excavation.
- 2.1.4 The Contractor shall notify FCWS 48 hours prior to beginning construction. FCWS shall request a pre-construction conference with the.
- 2.1.5 All construction shall be subject to inspection by authorized representatives of FCWS at any time. No dirt cover shall be placed on any portion of completed water system infrastructure pending inspection and approval by FCWS.
- 2.1.6 It shall be the responsibility of the Contractor to coordinate all construction and ensure the adherence of these standards. Any work not meeting these standards shall be corrected immediately by the Contractor after notification by FCWS.

2.2 Erosion Control and Sedimentation

The Contractor shall be responsible for maintaining proper control measures on the

construction site and adjacent areas for the duration of the project. Sediment control barriers, temporary sediment traps, sediment basins, grass, mulch, etc. will be required to adequately control erosion and prevent sedimentation. All materials and measures shall be in accordance with procedures of the State Soil and Water Conservation Committee *A Manual for Erosion and Sediment Control in Georgia*.

2.2.1 Clearing and Grubbing

The clearing and disposal of all trees, bushes, shrubbery, and miscellaneous debris as outlined in project plans and specification shall be the sole responsibility of the Contractor subject to the approval of FCWS.

2.2.1.1 Clearing Clearing operations shall be performed to prevent damage to existing trees. Safety of employees and others should be considered throughout the operation.

2.2.1.2 Grubbing It shall be the responsibility of the Contractor to remove all debris from fill material in areas to be excavated, areas to be striped of topsoil, and areas to receive fill.

2.2.1.3 Disposal All cleared and grubbed material shall be disposed of in a manner satisfactory to FCWS. Burning shall not be allowed unless specifically permitted by the County Fire Marshal.

2.2.2 Bench Marks and Monuments All established bench marks, property pins, monuments, and other reference points shall be maintained; if destroyed or disturbed, they shall be replaced as directed by FCWS.

2.3 Traffic Control

Operations shall be conducted so that there will be a minimum of interference with or interruption of traffic upon and of the roadway. This applies to both the initial installation, and the continuing maintenance and operation of facilities. Whenever construction is conducted along a highway, utility construction signs shall be provided at approximately 1,500 ft., 1,000 ft., and 500 ft. along the affected roadway prior to construction. In the case of single lane closings, a flagman shall also be required on each side of the construction side to direct traffic. Lane closings shall not be permitted without prior appropriate jurisdictional and FCWS approval. Reflective, 36-inch traffic cones shall also be placed along the closed lane, at a distance, in feet, not to exceed the maximum speed limit, in miles per hour, of the affected roadway. Road closings shall be protected by effective barricades and obstructions shall be lighted during hours of darkness. Flagmen and suitable warning signs shall be required as may be required to properly control and direct traffic. Safety of both motorists and the public shall be always provided. All traffic control must substantially conform to the federal MUTCD.

3. WATER SYSTEM CONSTRUCTION STANDARDS

3.1 Installation Procedures

- 3.1.1 General The following shall establish the general construction requirements for installation, operation, and maintenance of FCWS infrastructure. It shall be understood that these standards reflect the minimum requirements necessary for final acceptance by FCWS. Contractors shall adhere to all applicable OSHA regulations.
- 3.1.2 It shall be the contractor performing construction to notify all utility companies prior to any excavation and utilize 811 for utility locating.
- 3.1.3 The contractor shall schedule a pre-construction conference with FCWS and their sub-contractor at least a minimum of 5 business days prior to beginning construction.
- 3.1.4 FCWS shall be notified 48 hours (two full business days) prior to beginning construction.
- 3.1.5 All construction shall be subject to inspection by authorized representatives of FCWS at any time. No dirt cover shall be placed on any portion of water system infrastructure prior to inspection and approval by FCWS.
- 3.1.6 All construction shall adhere to this Standards and Specifications Manual. Any work not meeting these standards shall be corrected immediately after notification by FCWS.
- 3.1.7 .Trench Construction
 - 3.1.7.1 Excavation All work performed in excavations shall be conducted in such a way as to ensure worker safety. Safe practices shall conform to OSHA regulations for working in confined spaces, especially as they pertain to excavations and the protective systems they require. An excavation shall consist of removing earthwork for the satisfactory placement of water mains and appurtenances. This includes vegetation, brush and debris, soil, rock, pavements, etc. for the intent and purpose of constructing the work required lines and grades, including sheathing, bracing and dewatering excavations, trench bed stabilization, and such other incidentals necessary to comply with plans and specifications. Refer to OSHA Trench Safety regulations.
 - 3.1.7.2 Trenching A trench may be open cut from the ground surface where designated on the plans or approved by FCWS. Boring may be required to protect certain surface improvements and to satisfy requirements of GDOT and/or the railroad companies. Minimum width shall be nominal diameter of the pipe plus 12 in. and minimum cover on pipe shall be 48 in. Bottom of trenches shall be hand dressed so that the pipe has even bearing on loose granular soil, minimum of 4 in. in depth and free from rocks and debris throughout its entire length between bell holes. .,. Bell holes of sufficient size for making perfect joints shall be provided. Changes in grade shall be gradual.

Except as specified for jack/bore procedures under pavements and railroads, all excavation shall be made by open cut, unless otherwise authorized by FCWS. All work within right-of-way of railroads and state highways shall be subject to an approval permit for construction (processed through the Owner), and all rules and regulations of those authorities shall be required. It shall be the responsibility of the Contractor to prepare the applications for the required permits.

It is preferable that all trenching be done by a trencher made specifically for such purposes; however, a backhoe or other equipment will be acceptable.

Where excessive excavation results, the Contractor shall construct special foundations or use special backfill methods. Over-depth excavation will be required to remove material unsuitable to support the pipe.

3.1.7.3 Alignment Alignment shall be as indicated on the approved plans. When an obstruction is encountered, make necessary changes in alignment or grade as approved by FCWS. Injury or damage to adjacent structures, water, sanitary sewer, gas line, or other utilities shall be avoided.

3.1.7.4 Sheathing and Bracing When trench sides must be kept as nearly vertical as possible, it may be necessary to sheath, brace, or support trench sides.

When trench depth excavation exceeds 5 ft., sheathing and bracing shall be required to protect the pipe crew from injury, irrespective of the visible judgment of soil conditions by the Contractor. In event the sheathing cannot be removed without injury to the pipe or adjoining structures, it shall be left in place or cut, and the upper part then removed. All trenching, sheathing, bracing, side sloping, etc. shall conform to the regulations of OSHA. Side sloping in accordance with OSHA regulations is acceptable where conditions permit. It shall be the responsibility of the Contractor to ensure that all safety measures are met.

3.1.7.5 Stabilization and Bedding Subgrade stabilizer is to be used where required by FCWS. In soft ground, quicksand, or in areas where soil conditions are such that pipe alignment or grade is endangered, the trench shall be excavated below grade and then brought back to grade with stone stabilizer material. Stone stabilizer material shall be ASTM #57 crushed stone. Depth of stone shall be 6 in. minimum or as directed by FCWS.

3.1.7.6 Excavated Material All excavated material shall be placed on one side of the

trench in a manner to prevent blockage of surface drainage patterns and traffic. It shall be so placed as to not endanger the work, always allowing free access to the trench and all existing utilities publicly or privately owned, particularly fire hydrants. Spoil placement shall conform to the regulations of OSHA .

Where necessary, fencing or retainers shall be erected to retain the excavated material within narrow limits to prevent obstruction of traffic and/or encroachment upon pavements or other areas restricted by property owners. Included shall be protection of hedges, walls, flower/rock gardens, shade trees, fruit trees, and vegetable gardens. Satisfactory provisions shall be made for travel on sidewalks, crosswalks, streets, railroads, bridges, private ways, railings, barriers, etc. All drains, gutters, culverts, and sewers for surface drainage shall be kept open. If it is evident they must be temporarily closed, then all requirements of the Owner must be met prior to such closing.

Excavated material shall not, in any case, be placed upon the pavement surfaces of public roads or streets owned by the city, county, or state unless prior approval is given by the proper Department having jurisdiction. In periods between dusk and daylight, and during inclement weather when visibility is limited, caution lights and barricades shall be placed at each end along the excavated material. Each building, wall, fence, pile, bridge, railroad, sidewalk, driveway, tree, lawn, garden, or any other improvement encountered is to be properly protected from injury. In event of damage during the work, prompt repairs satisfactory to FCWS and the property owner shall be made by the Contractor.

3.1.7.7 Limit of Open Trench

The length of the trench to be opened or the area of surface to be disturbed and restored at any one time shall be limited to that which the Contractor can complete in one day's work, or less in event of apparent inclement weather, or not to exceed 100 ft.

It shall be the Contractor's responsibility to provide adequate barricades, warning signs, flagmen, flashing lights, etc. as necessary to safeguard the public. All trenches must be backfilled by the close of each workday.

3.1.7.8 Disposition of Water Keep trenches free of water. The Contractor shall furnish all equipment and labor necessary to remove any water found or accumulated in the trench. Other excavation shall be kept clear of water while

pipe is being laid or concrete or masonry is being placed. No pipe shall be laid in water, and water must not be permitted to flow over or rise upon any masonry or pipe until the work has been accepted to prevent flow-in of silty water, thus preventing buildup of foreign matter in the pipe. All water pumped or bailed from the trench or other excavation must be conveyed in an acceptable manner to a suitable point of discharge (i.e. a stream or ditch) where it shall not cause injury to public health, or public or private property, or to work under construction or previously completed to the street surfaces, or to cause interference with the use of streets by the public. Sediment control barriers, temporary sediment traps, sediment basins, grass, mulch, etc. will be required to adequately control erosion and prevent sedimentation following procedures of the State Soil and Water Conservation Committee A Manual for Erosion and Sediment Control in Georgia.

3.1.7.9 Excavation Near Roads and Railroads Special care must be exercised in trenching near roads and railroads to protect against collapsing of the roadbed structure. Each situation must be evaluated on account of varying soils. Coordination with GDOT, the local jurisdiction, and/or FRA shall be made prior to excavation.

3.1.7.10 Subsurface Obstructions In excavating, backfilling, and laying pipe, care must be taken not to remove, disturb, or injure any water, sewer, gas, electric, telephone, or other conduits or utilities without prior approval of the owner of the utility encountered, including private utilities.

If necessary, to perform the intended work, the Contractor shall sling, shore up, and maintain such utilities in operation and promptly repair any damage done to them. Before final acceptance of the work, all such utilities shall be made "equal to or better" than prior to construction.

It shall be the Contractor's responsibility to contact 811 to locate underground utilities. In event of damage to the utilities, the Contractor will promptly notify the utility owner (public or private) and must assume full responsibility.

In event pipe or conduits providing service to adjoining buildings are broken or damaged to some questionable degree of service, the Contractor shall immediately make repairs at their own expense or otherwise be liable for repair costs incurred by others. The utility owner reserves the right to make repairs caused by the Contractor without prior notice. Removal or relocation of a utility encountered may be done upon prior approval by the utility owner.

given directly to the Contractor.

3.1.7.11 Rock Excavation Remove all rock to below 6 in. grade of trench and build back trench bottom with loose granular soil, minimum of 4 in. in depth and free from rocks and debris. When necessary, blasting operations shall be conducted in strict accordance with all existing local and state ordinances and regulations. Blasting shall be conducted by persons licensed to use explosives.

3.1.7.12 Where blasting is to be conducted along the right-of-way of a GDOT roadway, the Contractor shall provide FCWS all necessary information to submit blasting permit applications to GDOT for approval. Blasting may occur only after FCWS receives the GDOT permit.

3.1.8 Pipe Installation

3.1.8.1 Inspection Before Laying Pipe All pipe shall be subject to inspection prior to installation. Only new pipe with smooth surfaces (interior and exterior), free from cracks, flaws, blisters, etc. shall be used.

3.1.8.2 Handling Pipe shall not be dropped..

3.1.8.3 Laying Pipe shall be swept clean of trash or dirt before lowering into the trench. After the pipe has been cleaned, it shall be lowered into the trench in such a manner that the pipe shall not be damaged. Each joint shall be lined and brought to a uniform grade upon a trench bottom. Holes for couplings or bells shall be prepared with a minimum clearance of 2 in. Pipe shall be laid in straight lines on uniform grades and shall not be deflected either vertically or horizontally in excess recommended by the manufacturer. Before stopping work each day, all open pipe ends shall be closed with a proper size plug. Secure pipe from floating.

3.1.8.4 Joining

3.1.8.4.1 Mechanical Joints Clean spigot and bell of foreign material and apply a food grade lubricant solution before slipping gasket and gland over spigot end of pipe. Follow manufacturer guidelines for installation. Tighten bolts with a torque wrench to recommended tightness by the manufacturer.

3.1.8.4.2 Slip Joints Jointing shall be made with rubber gaskets and lubricant furnished by the manufacturer in strict accordance with the manufacturer's recommendations. Prepare field cut pipe by filing 1/8 in., 30 degree bevel on pipe end to avoid injuring gasket.

3.1.8.4.3 Threaded Pipe Wire-brush threads, clean and apply an approved joint compound. Tighten until joint is snug and watertight.

3.1.8.4.4 Polyvinyl Chloride Pipe PVC shall not be allowed without prior

approval from FCWS.

3.1.8.4.5 Polyethylene Pipe All connections shall be in accordance with manufacturer's recommendations.

3.1.8.4.6 Restrained Joints All restrained joints shall be installed in strict accordance with manufacturer's recommendations.

3.1.8.5 Connections to Existing Mains Connections to existing mains shall be governed by all applicable provisions of these specifications. The Contractor shall locate, excavate, and cut the existing main, remove the section of old pipe, rework the trench, connect the new pipe with the old, and set necessary appurtenances as shown on the approved plans. All necessary precautions shall be taken to brace valves and mains under pressure to prevent blow outs.

Connections to existing mains shall be made at the locations shown on the construction plans or as directed by FCWS. Connections to existing mains, other than service lines, will require a tee with three valves – nipple length for tie-in with sleeves shall be three times the pipe diameter. Alternate configuration may be allowed with approval from FCWS. Tie-ins requiring existing water mains to be shut down shall be scheduled by FCWS trying to affect a minimal number of customers. Valve operation shall be performed by FCWS; however, the Contractor may operate valves at the specific direction and approval of FCWS.

When an existing main has been cut, the work of making a connection shall proceed, without interruption, until completed.

Where new construction is required over existing piping, a steel, reinforced grade beam at least 4 ft. wide and 2 ft. deep is required.

3.1.9 Trenching and Backfilling The trench shall be dewatered prior to being backfilled with loose native earth that is free of clods, large stones, debris, or other objectionable material. In traffic areas, particularly roads, streets, parking lots, and walkways, the full depth of backfill shall receive thorough tamping in 6 in. lifts to a minimum of 98 percent standard proctor density. FCWS may request that soil compaction test be performed by an outside testing consultant. Particular attention is directed to driveways, walkways, and areas subject to mail delivery where prompt backfilling is required to prevent a public safety hazard.

In all areas of construction, the excavated material shall be cleared from the premises and the completed work left in a neat and acceptable condition, including broken

pavement and other matter not classified as earth.

Trenches and other excavated areas completed by the Contractor shall be kept in a good and safe condition during the maintenance period following acceptance by FCWS.

3.1.9.1 Timing

Trenches shall be backfilled as soon as practical after laying and jointing the pipe. Provisions for traffic as specified under "Excavated Material" must be adhered to.

3.1.9.2 In Non-Traffic Areas

Carefully refill with suitable material in layers not exceeding 6 in. in thickness and thoroughly tamp with mechanical tamps to 1 ft. above the top of the pipe. The remainder of the trench may be backfilled without tamping except for areas around valves and fire hydrants, which require tamping as specified under the installation of those items. The backfill shall be rounded over the trench to provide allowance for future backfill settlement.

3.1.10 Highway and Railroad Crossings Install in strict accordance with railroad or State Highway requirements and all applicable provisions of the plans and specifications. Install casing pipe by jacking, boring, or tunneling in strict accordance with the requirements of GDOT and FHWA or railroad. Diameter of the hole shall not exceed the outside diameter of the pipe. Seal ends of casing in accordance with GDOT or railroad requirements.

3.1.11 Casing

3.1.11.1 Ductile Iron Casing Casing pipe for ductile iron shall be as specified and joints shall be welded. Carrier pipe shall be ductile iron with mechanical joints as specified. Welds for steel pipe shall be filled arc-weld type meeting American Welding Society and American Institute of Steel Construction Standards. Welds shall be continuous, watertight, and develop a greater strength than the pipe.

3.1.11.2 Fusible PVC Casing... Fusion technician(s) shall be qualified by the pipe supplier to install fusible polyvinylchloride (PVC) pipe of the type(s) and size(s) specified. Qualification shall be current as of the date of fusion installation. Inside and outside of welds shall have all rust, mill scale, flux flumes, oxides, grease, and oil removed by chipping and wire brushing immediately before applying touch-up coating. All weld and scratched areas shall be recoated with coal tar material of same type and thickness as original coating. Outside shall be coated immediately after welding. Carrier pipe will be pushed into casing with stainless steel casing spacers to avoid damaging

coating in casing.

- 3.1.12 **Uncased Bores for Driveways** Uncased bores for lines under paved driveways shall be in strict accordance with GDOT Standard Specifications, Shore, brace, and maintain all safety measures to avoid danger or damage.

- 3.1.13 **Asphalt Concrete Paving Replacement (Where Open Cut is Allowed)** Materials and construction methods shall conform to GDOT Standard Specifications, latest edition, and typical details of these standards.

3.1.13.1 Removal Existing pavement shall be sawed.

3.1.13.2 Excavation and Backfill Excavation and backfill shall be in accordance with this Section.

3.1.13.3 Base Base shall be 8 in. of "High Early Strength" concrete in accordance with Section 430 of the *Georgia Standard Specifications for Construction of Roads and Bridges*.

3.1.13.4 Pavement Pavement shall be hot mix asphaltic concrete either Type "E" or "F", and shall be in accordance with Section 400 of the *Georgia Standard Specifications for Construction of Roads and Bridges*.

- 3.1.14 **Valves and Fittings** Valves and fitting shall be installed as shown on the approved plans or directed by FCWS. Valves shall be set plumb and on firm bearing. Each underground valve shall include a valve box placed vertically to allow operation of the valve. All valve boxes shall be plumb at final grade and risers will not be allowed. Backfill around valves boxes shall be tamped in 6 in lifts to ensure proper compaction.

Valve boxes not located in roadways shall have a pre-cast concrete collar placed level around the top for protection. When valves are approved for installation in a roadway, the valve boxes shall be installed with single, reinforced concrete valve pad to encompass with # 4 rebar, 8 in. on center each way. All valves and fittings shall be secured with a method of restraint approved by FCWS.

- 3.1.15 **Setting Valve Markers** Set vertically in the ground with 30 in. to 36in. projecting and within 2 feet of the valve box.
- 3.1.16 **Plugging Dead Ends** All dead ends of pipes, tees, or crosses shall be plugged or capped. Installation of plugs or caps shall be as specified for similar pipe and fittings. A fire hydrant assembly shall be installed on the end of the pipe as directed by FCWS.
- 3.1.17 **Pipe Restraint Requirements** All bends, tees, ends of mains, and crosses shall be restrained as indicated on the plans or as directed by FCWS. All restrained joints shall conform to manufacturer's recommendations.
- 3.1.18 **Thrust Blocking Requirements** Thrust blocking shall be minimum 3000 psi concrete

and is required on all bends and tees. Ply sheeting shall be used to cover fittings and bolts. Calcium shall be required additive per the direction of FCWS

- 3.1.19 **Fire Hydrants** Fire hydrants shall be located and installed as shown on the plans, or as directed by FCWS, and set plumb from 30 in. to 36 in. of hydrant exposed above the ground. Minimum valve opening shall be 5 ¼ in. Minimum height of hydrant flange from final grade is between 2 in. – 6 in. Fire hydrants are to be located on the right-of-way line and shall have a gate valve installed between the main and the fire hydrant. Valve and hydrant shall be restrained to the satisfaction of FCWS. The contractor will furnish adjustable anchor couplings as required to maintain these dimensions. Hydrant extension kit will only be allowed if approved by FCWS prior to installation. Fire hydrants serving commercial, industrial, or multi-family residential areas shall be located at intervals not to exceed 400 L.F. along the street right-of-way (Reference Fayette County Code Section 12-90 & 1-91).

Foreign matter shall be removed from the interior of hydrants, stuffing boxes tightened, and the valve operated to assure they are in working order before installation.

Fourteen cubic feet of gravel shall be placed around base of hydrants to ensure drainage. Tie rods or hydrant tees and anchor couplings shall be installed and backfill shall be thoroughly tamped in 6 in. lifts around hydrants to ensure proper compaction.

3.1.20 Services

- 3.1.20.1 Service Connections Corporation stops and curb stops shall be used on all service connections. Connections to main lines shall require a double strap saddle. Use approved tapping machine to make all taps.
- 3.1.20.2 Service Lines Service line conduit and/or piping shall be installed at a minimum depth of 4 ft. Long side services installed in new subdivisions shall be installed by casing service lines in 2 in. conduit. Conduit may be installed under proposed streets either by open cut prior to curb and gutter installation, by mechanical boring from beyond back-of-curb to back-of-curb following curb installation, or by other acceptable means preapproved by FCWS.
- 3.1.20.3 Setting Meters and Meter Boxes Meter boxes shall be located as directed by FCWS, installed plumb, and backfill thoroughly tamped. Meter and Stop will be installed in box as shown in Details. Any meter boxes damaged during construction shall be replaced by Contractor. The location of and meters shall be marked in the field by sawing a “W” in the curbing and placing a 2 in. PVC pipe vertically and adjacent to an iron pin immediately

behind the curb or at the edge of the pavement. The 2 in. PVC pipe should extend 3 ft. above final grade and painted blue as per standardized color.

Curb stops shall be full port and placed inside meter boxes at the end of all service lines.

3.1.20.4 Cross Connections Cross connection to any other water supply is strictly prohibited.

3.1.21 Cleanup and Property Restoration Upon completion of backfilling, all surplus earth, rock, or other materials shall be moved and disposed of offsite in a timely manner. All streets, driveways, monuments, mailboxes, or other private property damaged by the Contractor or Sub-Contractors shall be cleaned up and restored to their original condition as soon as possible.

3.2 Hydrostatic Testing

3.2.1 Expelled Air Before applying the specified test pressure, all air shall be expelled from the pipe. If hydrants, blow-offs, or air release valves are not available at the high elevations, the Contractor shall make the necessary taps at points of highest elevation before the test is made and insert plugs after the tests have been completed. Any cracked or defective pipe, fittings, valves, or hydrants discovered in consequence of this pressure test shall be removed and replaced with sound material and the test shall be repeated until satisfactory to FCWS.

3.2.2 Testing Required After all piping has been placed, each section shall be tested in the presence of the FCWS Inspector and tests shall be continued until all leaks have been made tight to the satisfaction of the FCWS Inspector. The Contractor shall furnish all water pumps, gauges, bulkheads, and other materials necessary to conduct the test as herein required. Every precaution must be taken to valve off or otherwise protect control equipment, in or attached to the pipe line, to prevent damage or injury thereto. All piping shall be hydrostatically tested at a pressure of at least one and one-half times the rated pressure of the pipe for 15 minutes, then at the rated pressure of the pipe for two hours.

3.2.3 Allowable Leakage Test Following the 15 minute pressure test, the pressure loss shall be recorded and the pressure dropped to the rated pressure of the pipe for the additional two hours.

At the end of the two-hour period, a leakage test shall be conducted as follows. The pipe being tested shall be refilled, monitoring the amount of water required until the original pressure rating is obtained. The maximum leakage allowed will be 10 gallons per inch diameter, per mile, per day.

3.2.4 Water for Testing

Prior to receiving water for hydraulic testing, FCWS shall be notified about the desire

for testing and disinfection. A temporary fill line shall be extended from an existing active water main to the water main being filled. This line shall be equipped with a meter and a backflow prevention device as specified herein. FCWS shall provide an inspector to operate all active water valves and witness tests and disinfection procedures. A contractor shall not operate active water valves under any circumstances.

3.3 Disinfection of Water Lines

3.3.1 General

Disinfection of water lines and the disposal of heavily chlorinated water (following disinfection) must be accomplished in accordance with the latest edition of AWWA Standard C651.

3.3.1.1 Notification of Testing FCWS shall be notified 48 hours minimum before filling lines for disinfection.

3.3.1.2 Residual Testing After wasting the heavily chlorinated water in an approved manner and final flushing, water samples shall be taken from the water main and shall be tested in the FCWS lab. If water samples tested in a third party state approved lab, copies of written lab results must be received by FCWS prior to installation of any water meters.

COUNTY AGENDA REQUEST

Page 182 of 236

Department:

Presenter(s):

Meeting Date:

Type of Request: #16

Wording for the Agenda:

Request to approve Ordinance 2025-05 to revise Article IV of Chapter 28, Fayette County Code of Ordinance establishing new provisions pertaining to cross connection control.

Background/History/Details:

County Code Section 28- Article IV. - Cross Connection Control establishes a set of cross-connection control requirements to regulate potential contamination from backflow and protect the County's public water supply. These draft revisions update standards, installation and inspection requirements and customer responsibilities including annual reporting filing.

What action are you seeking from the Board of Commissioners?

Approval of Ordinance 2025-05 to revise Article IV of Chapter 28, Fayette County Code of Ordinance establishing new provisions pertaining to cross connection control.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

STATE OF GEORGIA

FAYETTE COUNTY

ORDINANCE

NO. 2025-____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR FAYETTE COUNTY, GEORGIA; TO REVISE PROVISIONS PERTAINING TO CROSS-CONNECTION CONTROL OF POTABLE WATER; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF FAYETTE COUNTY AND IT IS HEREBY ENACTED PURSUANT TO THE AUTHORITY OF THE SAME THAT THE CODE OF ORDINANCES OF FAYETTE COUNTY AS IT PERTAINS TO CROSS-CONNECTION CONTROL OF POTABLE WATER IN ARTICLE IV OF CHAPTER 28, BE AMENDED AS FOLLOWS:

Section 1. By deleting Article IV CROSS-CONNECTION CONTROL of Chapter 28 in its entirety, and by enacting a new Article IV CROSS-CONNECTION CONTROL in Chapter 28 to be numbered and to read as follows:

ARTICLE IV. CROSS-CONNECTION CONTROL

Sec. 28-123. Introduction.

It is hereby determined that:

- (a) The Board of Commissioners of Fayette County recognizes that a customer's plumbing system has connections to apparatus, vessels, etc., that could have impurities in varying degrees that could contaminate the County's public water system ("FCWS");
- (b) If not properly controlled and contained, connections can contaminate or pollute both the customer's plumbing system and the FCWS; and
- (c) Adverse impacts from new and redevelopment connections can be controlled and minimized through the regulation of cross-control contamination; and
- (d) The FCWS must comply with state and federal laws, and water pollution from inadequate cross-connection control must be addressed.

The FCWS has established this set of cross-connection control requirements to regulate cross-connection contamination to protect the FCWS.

Sec. 28-124. Definitions and responsibilities.

The following definitions and terms shall apply in the interpretation and enforcement of this Article:

- (a) *Auxiliary intake* means any piping connection or other device whereby water may be secured from a source other than that normally used.
- (b) *Backflow* means the flow of water or other liquids, mixtures, or substances, into the distributing pipes of the FCWS from any source or sources other than the FCWS.
- (c) *Backflow preventer* means a device that is installed on a water service connection that allows water to flow in one direction.

- (d) *Backflow prevention assembly ("BPA")* means any assembly, consisting of a backflow preventer and two independent shut-off valves, installed to prevent backflow or back-siphonage from occurring. The backflow preventer assembly allows for the flow of water in only one direction and is a testable device.
- (e) *Back-pressure* means downstream pressure that is greater than the pressure from the FCWS. It can be created using pumps or temperature increases downstream.
- (f) *Back-siphonage* means backflow caused by negative pressure (i.e., a vacuum or partial vacuum) in the FCWS. Back-siphonage can occur when there is a stoppage of water supply due to nearby firefighting, a break in a water main, etc.
- (g) *Cross-connection* means any physical connection whereby the FCWS, or a customer's plumbing system, is connected to any other water system, whether public or private, in such a manner that a flow of potable water into the FCWS is possible, either through the manipulation of valves, or because of ineffective check or back-pressure valves, or because of any other arrangement.
- (h) *Inter-connection* means any system of piping or other arrangement whereby the FCWS, or a customer's plumbing system, is connected directly with a sewer, drain, conduit, pool, storage reservoir, or other device, which does or may contain sewage, other waste liquid, or non-potable water, which would be capable of contaminating the FCWS.
- (i) *Certified BPA tester* means a person certified in the testing of BPAs by the Georgia Statewide Backflow Prevention Assembly Certification Program, the American Backflow Prevention Association, the American Society of Sanitary Engineers or the University of

Florida TREEO Center. A certified BPA tester is responsible for performing accurate field tests on BPAs.

- (j) *Fayette County Water System (FCWS)* means the County's public water system, which furnishes drinking water to its customers for general use.
- (k) *Customer* means any owner of private property or any end-user thereof, receiving service from the FCWS, including all persons, firms, corporations, associations, or trusts, and municipal corporations and political subdivisions, organized or existing under the laws of this or any other state or country.
- (l) *Customer's plumbing system* means the plumbing system from the meter to the customer's property, and extends to the customer's pipes and fixtures, and brings potable water onto the customer's property.
- (m) *Director* means the Director of the FCWS and/or the official that may be designated to administer the various provisions of this article.

Sec. 28-125. General provisions.

- (a) *Purpose and intent.* The purpose and intent of this article is to:
 - (1) protect and maintain the FCWS against actual or potential backflow and/or back-siphonage of any contaminant or pollutant by controlling each cross-connection or potential cross-connection; and

- (2) eliminate uncontrolled cross-connections to potable systems as well as uncontrolled inter-connections to any non-potable water system that is not a part of the FCWS; and
 - (3) establish, coordinate, execute and maintain a Total Backflow Prevention by Containment program as required by Chapter 391-3-5-.13 of the Georgia State Rules and Regulations for safe drinking water.
- (b) *Administration of Article.* The FCWS shall administer and implement the provisions of this Article.
- (c) *Applicability criteria.* This Article shall be applicable to any new or redevelopment project within the FCWS service area requiring water service when the following conditions exist:
- (1) Where a property receives water from the FCWS through any service connection;
 - (2) Where a property has an auxiliary water supply as an additional source;
 - (3) Where a property contains any industrial fluids, or any other objectionable substances, which are handled in such a fashion as to create an actual or potential hazard to the FCWS. This shall include the handling of processed water and waters originating from the FCWS which has been subject to deterioration in quality.
- (d) *Customer responsibilities.* All residential service lines 1 ½” and greater require a BPA. All residential service customers with an irrigation system, no matter the size of the service line, are required to install a BPA. All non-residential service lines require a BPA.

- (e) *Standards and Specifications.* The FCWS has established minimum design standards and requirements in a manual entitled “Standards and Specifications Manual, Fayette County Water System, dated October 6, 2025”, which is available from the FCWS.

Sec. 28-126. Cross-connection standards.

The Director, or the designated representative, shall require the use of an approved BPA on the service line to all individual properties where a BPA is required. The BPA, and the method of installation, shall be approved prior to installation and shall comply with the criteria set forth by the FCWS per the minimum design standards and requirements. Where the use of water is critical to the continuance of normal operations, or for the protection of life, property, or equipment, duplicate BPAs shall be installed to avoid the necessity of discontinuing water service to test or repair the BPA.

- (a) *Installation.* All new and redevelopment service installations shall have an approved BPA attached before the branch line leading off the service line installed immediately downstream of the meter. Water service shall not be available until the FCWS is presented with a passing backflow test for BPAs installed by a third party.
- (b) *Non-residential customers, residential customers with 1 ½” or greater service lines, and customers with irrigation systems.*

- (1) Inspection. The County shall have the right to inspect and require testing of the BPA on an annual basis or more frequently when deemed necessary, at the customer's expense.
- (2) Testing. BPA testing is required at initial installation and annually thereafter, one year from the most recent date of compliance. All required testing shall be performed by *certified BPA testers*. All maintenance and testing of the BPA is the responsibility of the customer. If the BPA is installed by FCWS, FCWS is responsible for the initial testing. Thereafter, all maintenance and testing of the BPA is the responsibility of the customer.
- (3) Following each test and/or repair the customer shall submit the Backflow Report to the FCWS. The following information shall be included:
 - a. The customer's name and service address;
 - b. BPA location description; service type, meter size, and meter number requiring the BPA, BPA make, model, and serial number;
 - c. Date the test was performed;
 - d. Test results for each assembly;
 - e. If failed, description of repairs or service required;
 - f. If failed, date repairs expected to be completed and/or completed;
 - g. Name of authorized person performing test, certificate number and signature;
 - h. Manufacturer's name and serial number of test kit.

The Customer shall provide a passing report to satisfy this requirement.

- (4) The Backflow Report form for each BPA shall be submitted to Fayette County Water System.
- (5) Residential customers who do not have irrigation systems, and residential customers with service lines of less than 1 ½", may not have a BPA attached to the water meter. Residential customers with a non-testable backflow preventer are still responsible for maintaining the backflow preventer.

Sec. 28-127. Cross-connection violations, enforcement, and penalties.

(a) *Notice of violation.* If the FCWS determines that a customer has failed to comply with the terms and conditions of this Article, the FCWS shall issue a written notice of violation, served to the customer, and shall provide a reasonable opportunity of not less than ten days (except, that in the event the violation constitutes an emergency condition) to cure such violation. The notice of violation shall contain:

- (1) The customer's name and service address where the violation is occurring;
- (2) The service type, meter size, and meter number requiring the BPA;
- (3) A statement specifying the nature of the violation and code reference;
- (4) The remedial measures necessary to bring the action or inaction into compliance;
- (5) The date for the completion of such remedial action; and
- (6) A statement of the penalty or penalties that may be assessed against the customer.

In the event the customer fails to take the remedial measures set forth in previously issued notice of violations, or the customer otherwise fails to cure the violation within ten days, the customer may be subject to the penalties provision, below. For any violation deemed by the FCWS to be substantial, the FCWS shall have the authority to shut the water off.

(b) *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, any one or more of the following actions or penalties may be taken or assessed against the customer to whom the notice of violation was directed:

(1) *Suspension, revocation, or modification of water service.* The FCWS may suspend, revoke, or modify the water service. Water may be reinstated after the customer has taken the remedial measures set forth in the notice of violation, or has otherwise cured the violation described therein, provided such water service may be reinstated (upon such conditions as the FCWS may deem necessary) to enable the customer to take the necessary remedial measures to cure such violation.

(2) *Citations.* For intentional and flagrant violations of this article, or in the event the customer fails to take the remedial measures set forth in a previously issued notice of violation, or otherwise fails to cure the violation within ten days, the FCWS may issue a citation to the customer. A conviction for such violation shall be punished by a fine not to exceed \$1,000.00, or imprisonment for 60 days, or both. Each violation, and each day upon which any violation shall occur, shall constitute a separate offense.

Section 2. This ordinance shall become effective immediately upon its adoption by the Board of Commissioners of Fayette County.

Section 3. All other ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4. In the event any section, subsection, sentence, clause or phrase of this ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect other sections, subsections, sentences, clauses or phrases of this ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not a part hereof. The Board of Commissioners hereby declares that it would have passed the remaining parts of this ordinance if it had known that such part or parts hereof would be declared or adjudged invalid or unconstitutional.

SO ENACTED this ____ day of _____, 2025.

BOARD OF COMMISSIONERS
OF FAYETTE COUNTY

(SEAL)

By: _____
LEE HEARN, Chairman

ATTEST:

Tameca P. Smith, County Clerk

Approved as to form:

County Attorney

COUNTY AGENDA REQUEST

Page 194 of 236

Department:

Presenter(s):

Meeting Date:

Type of Request: #17

Wording for the Agenda:

Request to reduce the amount payable to the Georgia Department of Transportation (GDOT) under contract PI 0013726 by \$221,681.22 to a revised contracted total of \$1,819,817.10 to be used for construction engineering and contract supervision of work at the intersection of State Route 54 and State Route 74.

Background/History/Details:

On November 10, 2022, the Board of Commissioners approved a contract with GDOT to supply all construction engineering and contract supervision for water distribution line adjustments and improvements on State Routes 74 and 54 in Peachtree City for a not to exceed amount of \$1,019,269.51 based on the original estimate.

On August 28, 2025, the Board approved an increase of the contracted amount to \$2,041,498.22. This was based on an updated pre-bid estimate. It also included \$221,681.22 for additional construction costs due to (1) stand-by time for delayed delivery of materials and (2) the need for a 16-inch water valve and related items which were not in the scope of GDOT's construction contract with CMES, Inc.

For these reasons, we request that the Board approve reduction of the GDOT contract amount by the \$221,681.22. The county will contract directly with CMES, Inc. for this part of the work.

What action are you seeking from the Board of Commissioners?

Approval to reduce the amount payable to the Georgia Department of Transportation (GDOT) under contract PI 0013726 by \$221,681.22 to a revised contracted total of \$1,819,817.10 to be used for construction engineering and contract supervision of work at the intersection of State Route 54 and State Route 74.

If this item requires funding, please describe:

No funding required. This request will free up \$221,681.22 that was previously included in the contract as payable to GDOT.

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:



Construction Management & Engineering Services

Engineers / Contractors / Management Consultants

August 7, 2025

Roger Spires
Georgia Department of Transportation
1107 Hogansville Road
LaGrange, Georgia 30241

Project: SR 54 @ SR 74 Fayette County Project (GDOT PI #0013726)

Subject: Approval request for Change order # 2.

1. 20 IN and 24 IN water main tie in.
2. Stand by time due to work stopped by Fayette County.
3. 16 IN PRV with Water Vault

Dear Roger,

As requested by Fayette County, We are submitting below the price on above mentioned project due to change in plan and design error CMES's sub is requesting additional cost for 20 IN and 24 IN water main tie-in, Stand by timer for crew, and 16 IN PRV with vault.

Please find below the table for more information.

Change order # 2 GDOT PI # 0013726 - SR 54 @ SR 74 Fayette County Project					
Change order # 2					
Sr No.	Description of the work	Quantity	Unit	Unit Price	Amount
1	20" & 24" Watermain Tie-In (This cost includes tapping sleeve & valve, tapping, hose, and excavation.)	1.000	LS	\$10,626.00	\$10,626.00

3900 Steve Reynolds Blvd, Norcross, GA 30093

Tel: 770.982.1905-1906 / Fax: 770.982.1907 / www.cmesinc.net

2	Stand by time due (Work stopped by county due to water issues to property)	1.000	EA	\$15,486.22	\$15,486.22
3	16 IN PRV with water vault installation	1.000	EA	\$150,535.00	\$150,535.00
	16 IN Gate valve (If needed)	2.000	EA	\$19,481.00	\$38,962.00
	16 IN MJ solid sleeve	2.000	EA	\$3,036.00	\$6,072.00
Change order # 2 - CMES Total Amount with overheads and profit					\$221,681.22

Additional time required for change order # 2		
SR No.	Description of the delay and work	Additional Calander days
1	20" & 24" Watermain Tie-In (This cost includes tapping sleeve & valve, tapping, hose, and excavation.)	0
2	Stand by time due (Work stopped by county due to water issues to property)	2
3	16 IN PRV with water vault installation	10
	Total Delay in Calander Days	12

General notes for change order # 2:

- (1) This proposal is only for the additional scope of work for the above-mentioned items to change order # 2 on the above-mentioned project.
- (2) The estimate for this work will be paid as a Lump sum separately, under a different line item.
- (3) All other items associated with this additional work, which are not included in this estimate will be paid under the current contract line item and unit price such as concrete sidewalk, Asphalt work, and erosion, etc.
- (4) For the above additional scope of work if any additional curb, sidewalk or other concrete needs to be removed and replaced, CMES will ask for additional price for demolition, and grading work. Concrete work will be paid under current contract line item and unit price.
- (5) CMES will not be responsible for any damage to the existing curb and gutter, existing sidewalk or other existing structures.
- (6) This estimate excludes the price escalation due to delay from any of our subcontractors, vendors, suppliers, asphalt price increase, In-house labor and equipment cost increase due to this additional scope of work and

its associated time on this project. If project gets delayed, CMES Inc fully reserves the right to ask for additional compensation to the department for the price escalation with any other associate cost.

- (7) The Asphalt Cement Index will need to be extended till the newly revised project completion date.
- (8) CMES requests an additional time of 12 calendar days to be added to the current contract completion date (Please see above additional time detail table).

We kindly request you to review this proposal and provide us with your approval as soon as possible.

For any further information, please contact me on 404 542 7067. Thank you in advance for your support.

Yours Sincerely,



Baiju Savani
Project Manager
CMES, Inc.
404.542.7067
baiju.s@cmesinc.net



Russell R. McMurtry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

December 11, 2023

Ms. Vanessa Tigert
Director of Fayette County Water System
245 McDonough Road
Fayetteville, GA 30214

Subject: PI No.: 0013726, Fayette County, Call No. 006
Contract Item Agreement Authorization – Water Facilities

Dear Ms. Tigert:

CMES, INC., as contractor for the Department of Transportation, was awarded a contract on **December 8, 2023**, to proceed with the proposed construction on the above numbered project.

The installation of the Fayette County Water System water facilities in conflict with the project, has been included in the project as requested. Attached is an executed counterpart of the Contract Item Utility Agreement dated **November 16, 2023** addressing the Fayette County Water System' reimbursement of this work to the Department. The agreement is supported by your pre-let estimate including betterment of **\$2,134,742.10 (\$1,574,652.00 Non-Reimbursable/In-Kind & \$560,117.10 Betterment**. However, the actual bid cost of the work is **\$1,375,683.00; \$882,163.00 for the Actual In-Kind Bid Cost** of which the Department will bear **20% or \$176,432.60 for the In-Kind costs/Non-Reimbursable in form of Utility Aid; and the Fayette County Water System will bear 80% or \$705,730.40 for the In-Kind costs/Non-Reimbursable and \$440,925.00 for the Betterment Costs for a total of \$1,146,655.40.**

As outlined in Article 8, this reimbursement includes the cost of all items necessary to complete the work. The Fayette County Water System will reimburse the Department in the amount of **\$1,146,655.40**. Please send the Department a check to my attention in the amount of **\$1,146,655.40** payable to the Georgia Department of Transportation, Office of Utilities, P.O. Box 931900, Atlanta, Georgia 31193-1900.

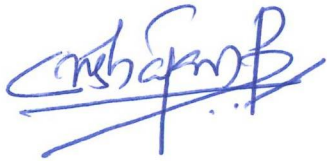
The Department will provide construction engineering and contract supervision for the water facilities included in the project contract; however, you may visit the jobsite at any time to satisfy yourself that work is proceeding according to plan; but, please be reminded that only one "Final Inspection" can be conducted after the contractor notifies the Department that work is complete and the inspection must be arranged by the Department's Area Manager. All instructions or corrective items must be given through Department personnel.

Ms. Vanessa Tigert
PI No.: 0013726, Fayette County, Call No. 006
Contract Item Agreement Authorization – Water Facilities
December 12, 2023; Page 2 of 2

Ms. Noelia Jaramillo, Area Manager, will be responsible for the construction supervision and inspection on this project. Ms. Jaramillo can be reached by telephone at (706) 845-4115 or email njaramillo@dot.ga.gov or by mail addressed to 1107 Hogansville Road, LaGrange, Georgia 30241.

You may contact Frantz Boileau, Utilities Preconstruction Specialist, if further information is needed at 404-347-0605 or by mail addressed to Georgia Department of Transportation, Office of Utilities 10th floor, One Georgia Center, 600 West Peachtree St, NW, Atlanta, Georgia 30308 or by e-mail at fboileau@dot.ga.gov.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Shajan Joseph', with a stylized flourish at the end.

Shajan Joseph, P.E.
Assistant State Utilities Administrator

For: Nicholas Fields
State Utilities Administrator

NF: SPJ: MGC: FB

Attachments (Agreement, and Estimate)
cc: Patrick Allen, P.E., Director of Construction
Tyler Peek, P.E., District 3 Engineer
Greg Smith, District 3 Utilities Manager
Angelia Thompson, District 3 Contracts Manager
Noelia Jaramillo, Area 5 Manager
Emma DeLouis, Financial Manager
Abdulahid Munshi, Utility Coordinator
Danah Bonny, Utilities Preconstruction Specialist

Ms. Vanessa Tigert
PI No.: 0013726, Fayette County, Call No. 006
Contract Item Agreement Authorization – Water Facilities
December 12, 2023; Page 2 of 2

PI 0013726 - Fayette - FCWS Actual Bid Cost Spreadsheet 12.12.2023

Account No. – Class: 733005-309

Department ID: 4848010000

Program No.: 4181401

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

Georgia Project No.: N/A, Fayette County

G.D.O.T. P.I. No.: 0013726

THIS AGREEMENT, made this 11/16/2023, by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and the Fayette County Water System, a political subdivision of the State of Georgia, hereinafter called the LOCAL AGENCY, second party;

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project to reconstruct/rehabilitate SR 54 at SR 74 in Fayette County, Georgia, Georgia; and

WHEREAS, due to the construction of this project, it will become necessary to make certain adjustments or additional installation of utility facilities of the LOCAL AGENCY, the cost of which shall be determined in accordance with Articles 8, 9, & 10 below; and

WHEREAS, the LOCAL AGENCY has requested that the DEPARTMENT include the adjustment or installation of **water facilities** in its highway construction contract as shown on the attached plans; and

WHEREAS, this Agreement being for the sole purpose of providing a contractor for work performed on the LOCAL AGENCY'S **water facilities**, the LOCAL AGENCY shall bear the cost of said work to be determined as hereinafter set forth;

WHEREAS, the preliminary engineering, including preparation of detailed plans and contract estimate for adjustment of the utilities described above have been accomplished by the LOCAL AGENCY;

WHEREAS, the plans for the utility work have been approved by both the DEPARTMENT and the LOCAL AGENCY prior to commencing work;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

1. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the DEPARTMENT shall be responsible to assure that all utility work is accomplished in accordance with plans and specifications and to consult with the LOCAL AGENCY or LOCAL AGENCY'S Consultant before authorizing any changes or deviations which affect the LOCAL AGENCY'S facility.

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

2. The LOCAL AGENCY or the LOCAL AGENCY'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S Engineer of any observed discrepancies or potential problems. The DEPARTMENT agrees to notify the LOCAL AGENCY when all utility work is completed and ready for final inspection by the LOCAL AGENCY.

3. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT shall notify the LOCAL AGENCY of the new project designation. Such change in project designation shall have no effect whatsoever on any of the other terms of this Agreement.

4. The DEPARTMENT shall include in its contract for this project all work necessary to accomplish the adjustment of the LOCAL AGENCY'S facilities as shown on the highway plans along with the necessary specifications to assure that the work conforms to sound construction practices.

5. In the event it becomes necessary to add pay items that are not provided for in the contract, the DEPARTMENT shall negotiate prices with the contractor and enter into a supplemental agreement with the contractor for completion of the additional items. Upon notification, the LOCAL AGENCY shall furnish a check for the additional cost as determined in Article 8 below.

6. The DEPARTMENT shall furnish on the project the construction engineering inspection and testing by its own forces required to assure that the work is done in accordance with the plans, specifications and Special Provisions.

7. Upon completion of the work and upon certification by the DEPARTMENT'S engineers that the work has been completed in accordance with the aforesaid plans and specifications, the LOCAL AGENCY shall accept the adjusted and additional facilities and shall thereafter operate and maintain the adjusted and additional facilities without further cost to the DEPARTMENT or its contractor. Such maintenance and all operations and activities shall be subject to the DEPARTMENT'S rules, policies and procedures as contained in its Utility Accommodation Policy and Standards, current edition.

8. The DEPARTMENT shall include in its highway contract those items shown as "materials" for permanent installation on the aforesaid plans. The price bid for the appropriate items shall include all labor, materials and incidentals necessary to complete the work. The cost of the requested work shall be determined from unit quantities and unit prices as shown in the DEPARTMENT'S tabulation of bids. The approximate non-binding pre-let estimate, including betterment, is **\$2,134,742.10 (\$1,574,625.00 Non-Reimbursable/In-Kind & \$560,117.10 Betterment)** based on the LOCAL AGENCY'S estimate attached hereto of which the Department shall bear **\$314,925.00 or 20% of the non-reimbursable/in-kind cost; the LOCAL AGENCY shall bear \$1,259,700.00 or 80% of the non-reimbursable/in-kind cost and \$560,117.10 or 100% of the betterment cost.**

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

9. It is mutually agreed that as soon as practicable after the opening of bids and acceptance of a bid by the DEPARTMENT, the DEPARTMENT shall notify the LOCAL AGENCY in writing of the amount due the DEPARTMENT. The LOCAL AGENCY shall pay to the DEPARTMENT the amount due within sixty (60) days.

10. It is further mutually agreed that the final cost of the work performed on behalf of the LOCAL AGENCY shall be determined by measurement of the actual quantities of installed materials, including added items under Article 5, multiplied by the actual bid prices. Accordingly, after the project has been completed, the DEPARTMENT shall determine the final cost to be borne by the LOCAL AGENCY and, as the case may be, shall refund to the LOCAL AGENCY or shall request of the LOCAL AGENCY an additional payment in the amount of the difference between the final cost to be borne by the LOCAL AGENCY and the amount which the LOCAL AGENCY has previously paid to the DEPARTMENT. In the event additional payment is due to the DEPARTMENT, the LOCAL AGENCY agrees to pay same within sixty (60) days after the statement is received from the DEPARTMENT. In the event a refund is due the LOCAL AGENCY, the DEPARTMENT agrees to pay the LOCAL AGENCY within sixty (60) after the refund amount is determined or final acceptance is made by the DEPARTMENT.

11. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. Pursuant to O.C.G.A. Sec. 50-5-85, LOCAL AGENCY hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

13. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

14. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

**STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as original by their authorized representative the day and date hereinabove written.



FAYETTE COUNTY WATER SYSTEM

BY: _____

CHAIRMAN

Signed on behalf the Fayette County Water System pursuant to resolution dated October 26, 2023.

FEIN 58-6000826

BY: _____

**SECRETARY/ASST. SECRETARY
(OFFICIAL SEAL)**

RECOMMENDED:

ACCEPTED:

BY: _____

STATE UTILITIES ADMINISTRATOR

DocuSigned by:

[Signature]

17466208343013490

DEPARTMENT OF TRANSPORTATION

BY: _____

COMMISSIONER

DocuSigned by:

Russell R McMurry

17466208343013490

PROJECT NO.: N/A
COUNTY: FAYETTE
G.D.O.T. P.I. NO.: 0013726
DATE: September 19, 2023 FB

Signed, sealed and delivered this _____
day of 11/14/2023, 2023,

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: _____

TREASURER

OFFICIAL CUSTODIAN OF THE SEAL

DocuSigned by:

[Signature]

17466208343013490

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT**RESOLUTION**

STATE OF GEORGIA

FAYETTE COUNTY WATER SYSTEM

BE IT RESOLVED by the Chairman and Board of Commissioners of FAYETTE COUNTY WATER SYSTEM, and it is hereby resolved, that the foregoing attached Agreement, relative to Project No. N/A, P.I. No. 0013726 - to reconstruct/rehabilitate State Route 54 at State Route 74 in Fayette County and that Lee Hearn, as Chairman of the Boar and Tameca P. Smith, as Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the CHAIRMAN and BOARD OF COMMISSIONERS of FAYETTE COUNTY WATER SYSTEM.

Passed and adopted, this the 26th day of October, 2023.

ATTEST:

Tameca P. Smith
COMMISSION CLERK

BY:

Lee Hearn
CHAIRMAN

STATE OF GEORGIA,

FAYETTE COUNTY WATER SYSTEM

I Tameca P. Smith, as Clerk, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Chairman and Board of Commissioners of FAYETTE COUNTY WATER SYSTEM.

WITNESS my hand and official signature, this the 26th day of October, 2023.

BY:

Tameca P. Smith
CLERK





GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	FAYETTE COUNTY WATER SYSTEM
Solicitation/Contract No./ Call No. or Project Description:	PROJECT NO. N/A, PI 0013726, FAYETTE COUNTY SR 54 @ SR 74

CONTRACTOR AFFIDAVIT

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

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

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

July 17, 2007
Date of Authorization

Fayette County Water System
Name of Contractor

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

Lee Hearn
Printed Name (of Authorized Officer or Agent of Contractor)

[Signature]
Signature (of Authorized Officer or Agent)

Commission Chair
Title (of Authorized Officer or Agent of Contractor)

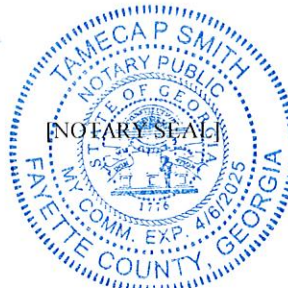
October 26, 2023
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

26th DAY OF October, 2023

[Signature]
Notary Public

My Commission Expires: 4/6/25



P.I. 0013726 Fayette County - Fayette County Water System - Water Utility															
Pay Item and Description	Additional Description	Unit	In-Kind Items			Betterment Items		In-Kind / Betterment Total Qty	Actual Bid Costs						
			Orig Plan Total Qty	Orig Est Price	Unit	Orig Est Cost	Orig Plan Total Qty		Orig Est Cost	Actual Bid Total Qty	Actual Bid Unit Price	Actual Total Bid Cost	Actual In-Kind Bid Cost	Actual Betterment Bid Cost	
615-1000 JACK OR BORE PIPE, 48 IN		LF	40	\$ 1,600.00	\$	64,000.00	0	\$ -	40				\$ -	\$ -	
615-2550 JACK OR BORE PIPE, 24 IN		LF	150	\$ 1,000.00	\$	150,000.00	0	\$ -	150				\$ -	\$ -	
615-2555 JACK OR BORE PIPE, 36 IN STEEL CASE		LF	0	\$ 1,200.00	\$	-	130	\$ 156,000.00	130				\$ -	\$ -	
670-1160 WATER MAIN, 16 IN *** Requires Special Provision *** (670-		LF	819	\$ 275.00	\$	225,225.00	0	\$ -	819						
670-1200 WATER MAIN, 20 IN *** Requires Special Provision *** (670-		LF	455	\$ 300.00	\$	136,500.00	466	\$ 139,800.00	921						
670-1240 WATER MAIN, 24 IN *** Requires Special Provision *** (670-		LF	613	\$ 500.00	\$	306,500.00	0	\$ -	613		\$ -	\$ -	\$ -	\$ -	
670-1500 CAP OR REMOVE EXISTING WATER MAIN *** Requires Special Provision *** (670-1500)		EA		\$ 4,000.00			1	\$ 4,000.00	1		\$ -	\$ -	\$ -	\$ -	
670-2002 VALVE MARKER *** Requires Construction Detail *** (670-2002)		EA	13	\$ 200.00	\$	2,600.00	9	\$ 1,800.00	22		\$ -	\$ -	\$ -	\$ -	
670-2080 GATE VALVE, 8 IN *** Requires Special Provision *** (670-2080)		EA	1	\$ 3,300.00	\$	3,300.00	1	\$ 3,300.00	2		\$ -	\$ -	\$ -	\$ -	
670-2120 GATE VALVE, 12 IN *** Requires Special Provision *** (670-2120)		EA	1	\$ 8,000.00	\$	8,000.00	0	\$ -	1		\$ -	\$ -	\$ -	\$ -	
670-0515 BUTTERFLY VALVE, 16 IN *** Requires Special Provision ***(670-0515)		EA	4	\$ 15,000.00	\$	60,000.00	0	\$ -	4		\$ -	\$ -	\$ -	\$ -	
670-0525 BUTTERFLY VALVE, 20 IN *** Requires Special Provision ***(670-0525)		EA	1	\$ 20,000.00	\$	20,000.00	7	\$ 140,000.00	8			\$ -	\$ -	\$ -	
670-0535 BUTTERFLY VALVE, 24 IN *** Requires Special Provision ***(670-0535)		EA	3	\$ 22,500.00	\$	67,500.00	0	\$ -	3		\$ -	\$ -	\$ -	\$ -	
670-4000 FIRE HYDRANT *** Requires Special Provision *** (670-4000)		EA	1	\$ 8,000.00	\$	8,000.00	4	\$ 32,000.00	5		\$ -	\$ -	\$ -	\$ -	
670-4530 CONCRETE THRUST COLLAR, 16 IN PIPE *** Requires Special Provision *** (670-4530)		EA	2	\$ 5,000.00	\$	10,000.00	4	\$ 20,000.00	6		\$ -	\$ -	\$ -	\$ -	
670-4540 CONCRETE THRUST COLLAR, 20 IN PIPE *** Requires Special Provision *** (670-4540)		EA	6	\$ 6,000.00	\$	36,000.00	4	\$ 24,000.00	10		\$ -	\$ -	\$ -	\$ -	
670-4490 CONCRETE THRUST COLLAR, 24 IN PIPE *** Requires Special Provision *** (670-4490)		EA	8	\$ 7,000.00	\$	56,000.00	0	\$ -	8		\$ -	\$ -	\$ -	\$ -	
670-7000 STEEL CASING, 48 IN *** Requires Special Provision ***(670-7000)		LF	40	\$ 700.00	\$	28,000.00	0	\$ -	40		\$ -	\$ -	\$ -	\$ -	
670-9275 STEEL CASING, 24 IN *** Requires Special Provision ***(670-9275)		LF	150	\$ 550.00	\$	82,500.00	0	\$ -	150		\$ -	\$ -	\$ -	\$ -	
670-9285 STEEL CASING, 36 IN (670-9285)		LF	0	\$ 301.67	\$	-	130	\$ 39,217.10	130		\$ -	\$ -	\$ -	\$ -	
611-5589 RELOCATE WATER METER, 1 IN		EA	1	\$ 3,000.00	\$	3,000.00	0	\$ -	1			\$ -	\$ -	\$ -	
600-0001 FLOWABLE FILL(600-0001)		CY	123	\$ 2,500.00	\$	307,500.00	0	\$ -	123			\$ -	\$ -	\$ -	
	GDOT SHARE 20%			TOTAL EST In-Kind		TOTAL Betterment EST					TOTAL Actual Bid Cost	TOTAL Actual In-Kind Bid Cost	TOTAL Actual Betterment Bid Cost		
				\$ 1,574,625.00		\$ 560,117.10					\$ -	\$ -	\$ -		
				NON-REIMBURSIBLE / FACILITY OWNER SHARE		TOTAL ESTIMATE IN-KIND & BETTERMENT					TOTAL BID COST NON-REIMBURSIBLE / FACILITY OWNER		TOTAL BID COST IN-KIND & BETTERMENT		
				\$ 1,259,700.00		\$ 2,134,742.10					\$ -		\$ -		
	UTILITY OWNER SHARE 80%			NON-REIMBURSIBLE / GDOT SHARE		TOTAL ESTIMATE IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE & BETTERMENT					TOTAL BID COST / NON-REIMBURSIBLE/ GDOT SHARE		TOTAL BID COST IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE & BETTERMENT		
				\$ 314,925.00		\$ 1,819,817.10					\$	\$	\$ -		
NOTE:	The 20% GDOT Share is for in-kind Non-Reimbursable pay-items due to UTILITY AID granted. 10/12/2022 mgc									NOTES:					

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Nick Fields

nfields@dot.ga.gov

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Russell R McMurry

rmcmurry@dot.ga.gov

Commissioner

Georgia Department of Transportation

Security Level:

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11/14/2023 10:03:17 AM

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ID: cd5459ce-99ae-409c-b25c-b6922ca5a283

Angela O. Whitworth

awhitworth@dot.ga.gov

Treasurer

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.Email

ID: ded46b48-459a-4e58-8c73-36ca45294e2d

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/30/2023 9:23:35 AM
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Envelope Updated	Security Checked	11/16/2023 12:46:04 PM
Envelope Updated	Security Checked	11/16/2023 12:46:04 PM
Certified Delivered	Security Checked	11/16/2023 12:47:00 PM
Signing Complete	Security Checked	11/16/2023 12:47:05 PM
Completed	Security Checked	11/16/2023 12:47:05 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: gdot_contracts@dot.ga.gov

To advise Georgia Department of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at gdot_contracts@dot.ga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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To withdraw your consent with Georgia Department of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- Until or unless I notify Georgia Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Georgia Department of Transportation during the course of my relationship with you.

COUNTY AGENDA REQUEST

Page 214 of 236

Department:

Presenter(s):

Meeting Date:

Type of Request: #18

Wording for the Agenda:

Request to ratify Contract #26052-S; Emergency Water Line Improvements with CMES, the General Contractor for GDOT PI 0013726 State Route 54 at State Route 74, in the amount of \$211,055.22.

Background/History/Details:

CMES, Inc. is doing construction work at the intersection of Highway 54 and 74 in accordance with their contract with the Georgia Department of Transportation (GDOT). It has been determined that an additional \$211,055.22 will be needed because of (1) stand-by time incurred due to water issues to property and (2) addition of a 16 inch PRV and related equipment.

In the interest of public safety and the best interests of taxpayers and citizens, an emergency contract was issued to CMES so that they could perform the extra work without delay while they were already on-site.

What action are you seeking from the Board of Commissioners?

Ratification of Contract #26052-S; Emergency Water Line Improvements with CMES, the General Contractor for GDOT PI 0013726 State Route 54 at State Route 74, in the amount of \$211,055.22.

If this item requires funding, please describe:

Funding is available in CIP Project: 50740400-542540-22WSH SR 74/54 in the amount of \$307,146.28 as of 10-29-2025.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



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

To: Steve Rapson

From: Ted L. Burgess 

Date: November 13, 2025

Subject: Ratification of Contract #26052-S: Emergency Water Line Improvements – SR 54 at 74

On November 10, 2022 the Board of Commissioners approved an agreement with the Georgia Department of Transportation (GDOT) to supply all construction engineering and contract supervision for waterline adjustments and improvements at the intersection of State Routes 54 and 74.

The agreement, as currently amended, includes funds for a GDOT subcontractor – CMES, Inc. – to install a PRV and water vault, and related items, as well as to compensate CMES for stand-by time due to delayed delivery of materials (please see attached). GDOT determined that these items are beyond the scope of their contract, and therefore could not include them in the contracted work.

To go through normal administrative activities to achieve this work would result in delay of the intersection improvement, or require the Water System to do the work after project completion, resulting in additional disruption to traffic, and added expenses to return all GDOT work to its newly completed state.

In the interest of public safety, minimization of disruptions to traffic and commerce, and conservation of financial resources, the decision was made to issue an emergency contract to CMES, who could do the work while already mobilized to do GDOT-contracted work at the intersection.

Specifics of the contract are as follows:

Contract Name	26052-S: Emergency Water Line Improvements – SR 54 at 74		
Contractor	CMES, Inc.		
Type of Contract	Emergency Contract		
Not-to-exceed amount	\$211,055.22		
Budget:			
Fund	507	Water Capital Improvement Project	
Org Code	50740400	Water System CIP	
Object	542540	Water System CIP	
Project	22WSH	SR 74/54 Relocation	
Available	\$307,143.28	As of 10/10/2025	



Construction Management & Engineering Services

Engineers / Contractors / Management Consultants

October 6, 2025

David Schreiber
Fayette County Water System

Project: SR 54 @ SR 74 Fayette County Project

Subject: Quote for scope of work.

1. Stand by time due to work stopped by Fayette County.
2. 16 IN PRV with Water Vault

Dear David,

As requested by Fayette County, we are submitting below the price on the above-mentioned project due to change in plan and design errors CMES's sub is requesting additional cost for Stand by timer for crew, and 16 IN PRV with vault.

Please find below the table for more information.

Quote for scope of work - SR 54 @ SR 74 Fayette County					
Sr No.	Description of the work	Quantity	Unit	Unit Price	Amount
1	Stand by time due (Work stopped by county due to water issues to property)	1.000	EA	\$15,486.22	\$15,486.22
2	16 IN PRV with water vault installation	1.000	EA	\$150,535.00	\$150,535.00
	16 IN Gate valve (If needed)	2.000	EA	\$19,481.00	\$38,962.00
	16 IN MJ solid sleeve	2.000	EA	\$3,036.00	\$6,072.00
Quote - CMES Total Amount with overheads and profit					\$211,055.22

General notes for scope of work:

- (1) This proposal is only for the above mentioned on the above-mentioned project.
- (2) The estimate for this work will be paid as a Lump sum separately directly to CMES Inc.
- (3) For the above additional scope of work if any additional curb, sidewalk or other concrete needs to be removed and replaced, CMES will ask for additional price for demolition, and grading work.
- (4) CMES will not be responsible for any damage to the existing curb and gutter, existing sidewalk or other

We kindly request you to review this proposal and provide us with your approval as soon as possible.

For any further information, please contact me on 404 542 7067. Thank you in advance for your support.

Yours Sincerely,



Baiju Savani
Project Manager
CMES, Inc.
404.542.7067
baiju.s@cmesinc.net

COUNTY AGENDA REQUEST

Page 218 of 236

Department:

Presenter(s):

Meeting Date:

Type of Request: #19

Wording for the Agenda:

Request to award Contract #2558-P, Elevated Water Storage Tank Maintenance for Fiscal Year 2026 to American Tank Maintenance, with a not-to-exceed amount of \$740,691 and to transfer \$54,691 to CIP 507-24WSG from CIP 507-20WSA.

Background/History/Details:

Fayette County Water System currently owns, operates, and maintains five potable water storage tanks. Four tanks, totaling seven million gallons of storage, are included in this scope of services. This is an annual contract with four 1-year renewals. Having this contract enables the Water System to perform required inspections for the Georgia Environmental Protection Division and perform rehabilitation, as-needed repairs, recoating, washout services and other preventative maintenance as identified.

What action are you seeking from the Board of Commissioners?

Approval to award Contract #2558-P, Elevated Water Storage Tank Maintenance for Fiscal Year 2026 to American Tank Maintenance, with a not-to-exceed amount of \$740,691 and to transfer \$54,691 to CIP 507-24WSG from CIP 507-20WSA.

If this item requires funding, please describe:

Once transfer is complete, the contract will be fully funded in 50740400-542540-24WSG.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



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

To: Steve Rapson

Through: Ted L. Burgess *TB*

From: Colette Cobb *CC*

Date: November 13, 2025

Subject: Contract 2558-P: Elevated Water Storage Tank Maintenance

The Purchasing Department issued RFP 2558-P to seek annual maintenance for water storage tanks. Notice of the opportunity was emailed to 6 companies. Another 43 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity codes 92974 (Tanks: Mobile, Portable, Stationary, Storage, etc., Including Relining Maintenance and Repair). The offer was also advertised through Fayette News, Georgia Local Government Access Marketplace and the county website.

Four companies submitted proposals. An Evaluation Committee, composed of subject matter experts from the Water System, scored the Technical Merit portions of the proposals using the evaluation criteria in the RFP. The criteria included (1) project understanding and proposed approach, (2) qualifications & experience of personnel, (3) company background & experience, and (4) proposed maintenance & repair. The Purchasing Department added scores for the Pricing portion, for a combined total score (Attachment 1).

The Water System recommends the company with the best-scoring proposal, American Tank Maintenance. They do not have a previous contract with the county, so a Contractor Performance Evaluation is not available. References were checked and results were favorable.

This contract will include an initial term, plus four additional years. Each year's price will depend on the work schedule for the year (Attachment 2). \$54,691.00 will need to be transferred from 20WSA to 24WSG for this award.

Specifics of the proposed contract are as follows:

Contract Name	2558-P: Elevated Water Storage Tank Maintenance	
Contractor	American Tank Maintenance	
Contract Amount:		
Initial Term	\$740,691.00	
5-Year Total	\$2,549,464.00	
Budget:		
Org Code	50740400	Water System CIP
Object	542540	Water CIP
Project	24WSG	Tank Maintenance & Repair
Available	\$740,961.00	Pending budget transfer

Summary

Proposed 5-Year Price	\$2,328,373	\$2,549,464	\$3,392,000	\$8,049,000
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Rater #1 - John Caldwell

Rater #2 - Russell Ray

Rater #3 - Vanessa Tigert

1	Project Understanding & Approach	20	8	16	14	6
2	Qualifications & Experience of Personnel	20	16	18	13	10
3	Company Background & Experience	10	17	16	11	17
4	Proposed Maint & Repair Schedule	20	9	20	19	7
Total Technical Score		70	50	70	57	40

RFP 2558-P Elevated Water Storage Tank Maintenance**5 YEAR PRICE SHEET****American Tank Maintenance**

Water Tank	Annual Price Year 1	Annual Price Year 2	Annual Price Year 3	Annual Price Year 4	Annual Price Year 5	Total 5 Years
1,000,000 Gal. Elevated – Peachtree City	\$ 9,065.00	\$ 1,056.00	\$ 466,193.00	\$ 1,117.00	\$ 3,444.00	\$ 480,875.00
2,000,000 Gal. Hydropillar – Crabapple	\$ 15,388.00	\$ 1,056.00	\$ 3,260.00	\$ 660,296.00	\$ 1,148.00	\$ 681,148.00
2,000,000 Gal Hydropillar – Ellis Road	\$ 703,592.00	\$ 1,056.00	\$ 3,260.00	\$ 1,117.00	\$ 3,444.00	\$ 712,469.00
2,000,000 Gal. Hydropillar – Highway 92	\$ 12,646.00	\$ 656,739.00	\$ 1,087.00	\$ 3,352.00	\$ 1,148.00	\$ 674,972.00
Annual Total	\$ 740,691.00	\$ 659,907.00	\$ 473,800.00	\$ 665,882.00	\$ 9,184.00	\$ 2,549,464.00

COUNTY AGENDA REQUEST

Page 223 of 236

Department: EMD, Road and Water System

Presenter(s): Bryan Keller, Carrie, Bradley

Meeting Date: Thursday, November 13, 2025

Type of Request: New Business #20

Wording for the Agenda:

Request to award Contract #2522-P Asset Management Software to AtkinsRéalis USA Inc., provider of the VUEWorks GIS-Based Asset Management System, in the amount of \$260,400.00, with the option to renew the contract by the County for four additional one-year renewal terms at \$39,900 a year and to reallocate \$10,430 from the General Fund Project contingency to CIP 37540250 522236 254AI.

Background/History/Details:

On April 18, 2025, Fayette County issued Request for Proposals (RFP #2522-P: Asset Management Software) seeking a unified, GIS-based solution to manage the County's roadway, stormwater, and water infrastructure assets. The objective was to consolidate multiple legacy platforms, SEMS Technologies, PubWorks, spreadsheets, etc. into a single, integrated system that enhances efficiency, data integrity, and reporting across departments.

This contract will include the Road Department, Environmental Management, and the Water System.

Proposals were evaluated by a multi-department committee (Water, Road, IT, and Environmental Management) using the criteria established in the RFP. Following presentations and site visits, AtkinsRéalis (VUEWorks) emerged as the best overall fit for Fayette County's operational needs.

What action are you seeking from the Board of Commissioners?

Approval to award Contract #2522-P Asset Management Software to AtkinsRéalis USA Inc., provider of the VUEWorks GIS-Based Asset Management System, in the amount of \$260,400.00, with the option to renew the contract by the County for four additional one-year renewal terms at \$39,900 a year and to reallocate \$10,430 from the General Fund Project contingency to CIP 37540250 522236 254AI.

If this item requires funding, please describe:

Available in 37540220 522236 234AH, \$49,970.00; 50740400 542540 24WSA \$150,000; 37540250 522236 254AI \$50,000 and \$10,430 from the General Fund project contingency to CIP 37540250 254AI.

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:

To: Steve Rapson
From: Bryan Keller, CFM Environmental Management Director
Date: October 28, 2025
Subject: RFP #2522-P: Asset Management Software
Award Recommendation – AtkinsRéalis USA Inc. (VUEWorks)

On April 18, 2025, Fayette County issued Request for Proposals (RFP #2522-P: Asset Management Software) seeking a unified, GIS-based solution to manage the County's roadway, stormwater, and water infrastructure assets. The objective was to consolidate multiple legacy platforms—SEMS Technologies, PubWorks, spreadsheets, etc. —into a single, integrated system that enhances efficiency, data integrity, and reporting across departments.

Proposals were evaluated by a multi-department committee (Water, Road, IT, and Environmental Management) using the criteria established in the RFP:

- Project Team (10 points)
- Company Background & Experience (10 points)
- Solution Functionality & Project Understanding (35 points)
- Implementation Approach & Timeline (15 points)
- Price (30 points)

EVALUATION SUMMARY

Based on the evaluation committee's scoring, AtkinsRéalis USA Inc. (VUEWorks) ranked:

- Second overall in Technical Merit, and
- Second overall in combined Technical Merit and Cost, falling only 0.29 points behind Novotx (Elements).

The top three vendors—Novotx (Elements), AtkinsRéalis (VUEWorks), and EAM Solutions—were invited to participate in short-list presentations and live demonstrations with County staff.

After presentation it was decided to conduct, on-site evaluations with two local jurisdictions:

- City of Griffin, GA – VUEWorks (AtkinsRéalis)
- City of Peachtree City, GA – Elements (Novotx)

Following these presentations and site visits, AtkinsRéalis (VUEWorks) emerged as the best overall fit for Fayette County’s operational needs. VUEWorks demonstrated:

- A robust mobile application with offline field capabilities, allowing crews to manage work orders and assets in real time regardless of connectivity;
- Seamless Esri GIS integration for spatial visualization and data management;
- Strong asset and work order tracking, warehouse inventory control, and cross-departmental reporting; and
- An intuitive interface adaptable to staff across Public Works, Water System, and Environmental Management operations.

The evaluation team determined that VUEWorks provides superior field functionality, flexibility, and scalability— making it the preferred solution as Fayette County continues its paradigm shift toward integrated, mobile, and GIS-based asset management across all infrastructure divisions.

**Purchasing Department**

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

To: Steve Rapson

From: Ted L. Burgess 

Date: November 13, 2025

Subject: Contract #2522-P: Asset Management Software

The Water System, Road Department, and Environmental Management are seeking a fully integrated, GIS-based asset management system to manage assets, track citizen requests, provide utility permitting within the county right-of-way, and process work orders.

The Purchasing Department issued Request for Proposals (RFP) #2522-P for this purpose. A total of 74 vendors were contacted through the web-based Georgia Procurement Registry, who had registered under commodity codes 95805 (Asset Management Services). The offer was also advertised through Fayette News, Georgia Local Government Access Marketplace and the county website.

Fifteen companies submitted proposals. An Evaluation Committee, composed of staff from the Water System, Environmental Management, Road Department, and Information Technology scored the Technical Merit portions of the proposals using the evaluation criteria in the RFP. The criteria included (1) project team, (2) company's background and experience, (3) solution functionality & project understanding, and (4) implementation & timeline. The Purchasing Department added scores for the Pricing portion, for a combined total score (Attachment 1).

Due to the nature of software solutions, and the fact that no two are alike, final selection was tailored to bring about the best results for the county. As stated in the RFP, the evaluations were used to create a short list of the vendors that most closely met the needs of the user departments. The three vendors chosen for the short list made presentations and conducted live demonstrations. The demonstrations narrowed the short list to two – Novotx and VUEWorks by AtkinsRéalis USA, Inc.

The Evaluators visited nearby jurisdictions which use the two finalist software solutions:

- The City of Peachtree City uses Novotx. They reported that the mobile capability does not work adequately, causing issues when an employee is out in the field and needs to access the system.

- The City of Griffin uses VUEWorks by AtkinsRéalis USA, Inc. They gave a good report for their experience with VUEWorks.

Georgia local governments use the RFP method to procure goods or services when there are considerations other than price – for example, when the offered solutions are not identical. In these cases, contract award is based on the best offered solution and best overall value, as long as evaluation is conducted as stated in the RFP. Further, this local government discretion can also apply to an Invitation to Bid, if vendors are bidding on non-identical products (see *Lewis Motor Company v. Mayor, City of Savannah*). These concepts apply as long as there was no arbitrary, fraudulent, or corrupt action, or any action outside the local government's authority. AtkinsRéalis five-year price was third-lowest out of 15 proposals, and second-lowest of three short-listed firms. However, it was determined that they offered the best value for the county.

The Evaluation Committee recommends that the contract be awarded to AtkinsRéalis USA, Inc. This will be the county's first contract with them, so a Contractor Performance Evaluation is not available. The Committee check their references and received positive responses.

The contract will include an initial term and four renewal terms, for a possible five years total. Attachment 2 displays the prices by year for the five years.

To sufficiently fund the contract, approval is requested to transfer \$10,430.00 from Project Contingency to Environmental Management's CIP 254AI budget.

Specifics of the proposed contract are as follows:

Contract Name	2522-P: Asset Management Software		
Contractor	AtkinsRéalis USA, Inc.		
Contract Amount:			
Initial Year	\$260,400.00	Includes \$205,500 setup & \$15,000 training	
Five-Year Total	420,000.00	Initial term + four renewal terms	

Budget:

Org Code	50740400 Water CIP	37540220 Road CIP	37540250 EMD CIP	Total
Object	542540 Water CIP	522236 Software	522236 Software	
Project	24WSA Asset Mgt	234AH PubWorks	254AI Asset Mgt	
Available*	\$150,000.00	\$49,970.00	\$60,430.00**	\$260,400.00

*As of 10/29/2025

**After transfer of \$10,430.00 from Project Contingency

PROPOSAL EVALUATION

Summary	Max Points	Atkins Réalis USA Inc	Timmons Group	Kloudgin, Inc	Maintstar Inc	RiceFW Tech Inc	EAM Solutions LLC	ATOMAI SOLUTIONS INC.	SELINDRIX	PSD Citywide Inc	ABSG Consulting Inc	Terrago Techno logies	IBM Corp	Nexgen Asset MGT	Apptricity Corp	Novotx
Project Team	10	8.2	8.2	7.2	6.6	3.2	5.8	5.4	2.2	7.4	4.8	5.2	4.6	7.4	5.8	5.8
Company's Background and Experience	10	8.8	9.0	7.8	7.2	4.2	5.2	6.0	1.4	6.0	4.0	6.0	6.2	6.6	5.8	8.2
Solution Functionality – Proj Understanding	35	27.6	27.4	30.8	27.2	9.4	23.6	22.4	12.0	18.4	19.6	26.2	22.2	29.8	21.0	28.0
Implementation Approach & Timeline	15	11.6	9.2	11.6	14.0	7.6	9.6	11.8	7.4	11.2	7.6	9.4	10.8	12.2	11.2	10.8
Total Technical Merit Score	70	56.2	53.8	57.4	55.0	24.4	44.2	45.6	23.0	43.0	36.0	46.8	43.8	56.0	43.8	52.8
Five-Year Price		\$420,000.00	\$880,201.50	\$1,230,268.00	\$617,178.66	\$1,175,600.00	\$341,166.58	\$443,000.00	\$542,000.00	\$450,438.00	\$1,188,194.50	\$749,975.00	\$1,536,957.21	\$642,051.00	\$982,000.00	\$364,800.00
Score - Technical Merit	70	56.2	53.8	57.4	55.0	24.4	44.2	45.6	23.0	43.0	36.0	46.8	43.8	56.0	43.8	52.8
Score - Price	30	24.37	11.63	8.32	16.58	8.71	30.00	23.10	18.88	22.72	8.61	13.65	6.66	15.94	10.42	28.06
Total Combined Score	100	80.57	65.43	65.72	71.58	33.11	74.20	68.70	41.88	65.72	44.61	60.45	50.46	71.94	54.22	80.86

Carrie Gibby

Project Team	10	5	7	6	2	4	6	6	3	6	4	4	4	4	5	5
Company's Background and Experience	10	8	8	7	6	4	4	7	1	4	2	7	6	7	4	7
Solution Functionality – Proj Understanding	35	15	15	20	20	5	25	10	5	10	10	15	20	25	10	10
Implementation Approach & Timeline	15	7	7	10	15	5	8	10	5	8	5	8	10	15	12	8
Total Technical Merit	70	35	37	43	43	18	43	33	14	28	21	34	40	51	31	30

Terry Boggs

Project Team	10	9	8	8	5	3	8	4	3	7	7	7	6	10	8	8
Company's Background and Experience	10	9	9	9	8	7	5	6	2	7	6	6	8	9	8	7
Solution Functionality – Proj Understanding	35	26	28	33	25	7	26	22	17	21	22	27	28	27	29	33
Implementation Approach & Timeline	15	12	11	13	14	10	10	12	8	12	8	9	10	12	10	12
Total Technical Merit	70	56	56	63	52	27	49	44	30	47	43	49	52	58	55	60

Ben Martin

Project Team	10	9	8	9	7	4	8	6	3	8	6	7	6	10	8	8
Company's Background and Experience	10	9	9	9	8	6	6	6	2	7	6	6	8	9	8	8
Solution Functionality – Proj Understanding	35	29	30	32	23	10	24	25	15	21	21	27	28	28	29	32
Implementation Approach & Timeline	15	12	11	12	14	10	10	12	8	12	8	9	10	12	10	12
Total Technical Merit	70	59	58	62	52	30	48	49	28	48	41	49	52	59	55	60

Bryan Keller

Project Team	10	8	8	8	9	5	5	5	2	6	5	6	5	8	5	6
Company's Background and Experience	10	8	9	9	9	4	6	5	2	7	2	6	5	8	3	9
Solution Functionality – Proj Understanding	35	33	30	34	33	15	33	25	18	20	20	32	20	34	22	30
Implementation Approach & Timeline	15	12	7	8	12	8	10	10	6	9	7	6	10	8	10	8
Total Technical Merit	70	61	54	59	63	32	54	45	28	42	34	50	40	58	40	53

Bradley Klinger

Project Team	10	10	10	5	10	0	2	6	0	10	2	2	2	5	3	2
Company's Background and Experience	10	10	10	5	5	0	5	6	0	5	4	5	4	0	6	10
Solution Functionality – Proj Understanding	35	35	34	35	35	10	10	30	5	20	25	30	15	35	15	35
Implementation Approach & Timeline	15	15	10	15	15	5	10	15	10	15	10	15	14	14	14	14
Total Technical Merit	70	70	64	60	65	15	27	57	15	50	41	52	35	54	38	61

Rob McCool

Project Team	10	10	10	10	10	10	10	10	4	10	10	10	10	10	10	10
Company's Background and Experience	10	10	8	8	9	6	9	7	0	7	7	7	10	7	7	8
Solution Functionality – Proj Understanding	35															
Implementation Approach & Timeline	15	15	15	15	15	15	15	15	0	15	12	10	12	15	15	15
Total Technical Merit	70	35	33	33	34	31	34	32	4	32	29	27	32	32	32	33

Attachment 2

RFP #2522-P: Asset Management Software
 Five Year Pricing
 VUEWorks® An AtkinsRéalis Technology

Item	Year 1	Year 2	Year 3	Year 4	Year 5	Total 5 Years
Software Licensing (Annual SaaS license fee includes license, support & maintenance, and hosting)	\$39,900	\$39,900	\$39,900	\$39,900	\$39,900	\$199,500
Implementation and Setup	\$205,500	\$0	\$0	\$0	\$0	\$205,500
Training	\$15,000	\$0	\$0	\$0	\$0	\$15,000
Annual Maintenance and Support	Included in SaaS fee above	Included in SaaS fee above	Included in SaaS fee above	Included in SaaS fee above	Included in SaaS fee above	\$0
Optional Add-Ons	Items in proposal included in SaaS License	Items in proposal included in SaaS License	Items in proposal included in SaaS License	Items in proposal included in SaaS License	Items in proposal included in SaaS License	\$0
Total	\$260,400	\$39,900	\$39,900	\$39,900	\$39,900	\$420,000

COUNTY AGENDA REQUEST

Page 230 of 236

Department:

Presenter(s):

Meeting Date:

Type of Request: #21

Wording for the Agenda:

Request to approve Resolution 2025-11 to amend and adopt the Fayette County 2025 Safe Streets and Roads for All Safety Action Plan.

Background/History/Details:

On June 12, 2025, the Fayette County Board of Commissioners approved the Safe Streets and Roads for All (SS4A) Planning Study (25TAA). The SS4A program, established under the Bipartisan Infrastructure Law, provides federal funding to help local governments develop and implement strategies that prevent roadway deaths and serious injuries, consistent with the principles of Vision Zero.

Vision Zero is a nationwide initiative focused on eliminating all traffic fatalities and severe injuries through proactive roadway design, policy, and education by the year 2040. It is based on the belief that no loss of life is acceptable and that safer systems and shared responsibility can prevent serious crashes.

During project closeout, the Federal Highway Administration (FHWA) requested that Fayette County include a more detailed Vision Zero commitment by formally establishing a target year of 2040 for achieving zero roadway deaths and serious injuries. This resolution includes those details.

What action are you seeking from the Board of Commissioners?

Approval of Resolution 2025-11 to amend and adopt the Fayette County 2025 Safe Streets and Roads for All Safety Action Plan.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

STATE OF GEORGIA

FAYETTE COUNTY

RESOLUTION

NO. 2025-04

**A RESOLUTION OF THE BOARD OF COMMISSIONERS FOR FAYETTE
COUNTY; TO APPROVE AND ADOPT THE FAYETTE COUNTY 2025 SAFE
STREETS AND ROADS FOR ALL THE SAFETY ACTION PLAN.**

WHEREAS, Fayette County recognizes that roadway fatalities and serious injuries are a public health crisis that requires coordinated, proactive, and data-driven efforts; and

WHEREAS, the U.S. Department of Transportation (USDOT) has established the Safe Streets and Roads for All (SS4A) program to support local initiatives to develop comprehensive safety action plans that aim to significantly reduce or eliminate roadway deaths and serious injuries; and

WHEREAS, Fayette County has collaborated with regional and local partners, stakeholders, and members of the community to prepare a Safety Action Plan consistent with the SS4A program guidelines; and

WHEREAS, the SS4A Safety Action Plan for Fayette County identifies high-risk locations, recommends targeted strategies, promotes a Safe System approach, and sets forth a framework for safety improvements, prioritization, and implementation; and

WHEREAS, the adoption of this Plan reflects Fayette County's ongoing commitment to making transportation safer for all roadway users, including pedestrians, cyclists, golf cart drivers, and vulnerable road users; and

WHEREAS, the Board of Commissioners acknowledges that adoption of the SS4A Safety Action Plan will improve eligibility for federal funding opportunities to support implementation of identified strategies and projects; and

WHEREAS, Fayette County may serve as the local sponsor for applied projects and may establish Intergovernmental Agreements with the Cities or Towns that have interest in one or more of the projects; and

WHEREAS, Fayette County has designated the projects as eligible for SPLOST or other local funding.

NOW, THEREFORE, BE RESOLVED by the Fayette County Board of Commissioners as follows:

1. Approval and Adoption: The Board of Commissioners hereby approves and adopts the Fayette County Safe Streets and Roads for All Safety Action Plan, dated June 12, 2025, as the official guiding document for traffic safety improvements in the County.
2. Commitment to Action: The County affirms its commitment to using the Plan as a tool for reducing traffic fatalities and serious injuries, and to incorporating the recommendations and strategies into its transportation planning, engineering, and public outreach activities.
3. Funding and Partnerships: The County will seek to leverage available federal, state, and local funding opportunities and work in partnership with local jurisdictions, law enforcement agencies, schools, community groups, and other stakeholders to implement the Plan.
4. Monitoring and Evaluation: The County commits to tracking progress, evaluating outcomes, and updating the Safety Action Plan as necessary to reflect new data, community input, and evolving best practices.
5. Effective Date: This Resolution shall become effective immediately upon its adoption.

RESOLVED this 12th day of June, 2025.

(Signatures on Next Page)



(SEAL)

ATTEST:


Tameca P. Smith, County Clerk

Approved as to form:


County Attorney

BOARD OF COMMISSIONERS
OF FAYETTE COUNTY

By: 
LEE HEARN, Chairman

STATE OF GEORGIA

FAYETTE COUNTY

RESOLUTION

NO. 2025-11

**A RESOLUTION OF THE BOARD OF COMMISSIONERS FOR FAYETTE
COUNTY; TO AMEND AND ADOPT THE FAYETTE COUNTY 2025 SAFE STREETS
AND ROADS FOR ALL THE SAFETY ACTION PLAN.**

WHEREAS, Fayette County recognizes that roadway fatalities and serious injuries are a public health crisis that requires coordinated, proactive, and data-driven efforts; and

WHEREAS, the U.S. Department of Transportation (USDOT) has established the Safe Streets and Roads for All (SS4A) program to support local initiatives to develop comprehensive safety action plans that aim to significantly reduce or eliminate roadway deaths and serious injuries; and

WHEREAS, Fayette County has collaborated with regional and local partners, stakeholders, and members of the community to prepare a Safety Action Plan consistent with the SS4A program guidelines; and

WHEREAS, the SS4A Safety Action Plan for Fayette County identifies high-risk locations, recommends targeted strategies, promotes a Safe System approach, and sets forth a framework for safety improvements, prioritization, and implementation; and

WHEREAS, the adoption of this Plan reflects Fayette County's ongoing commitment to making transportation safer for all roadway users, including pedestrians, cyclists, golf cart drivers, and vulnerable road users; and

WHEREAS, the Board of Commissioners acknowledges that adoption of the SS4A Safety Action Plan will improve eligibility for federal funding opportunities to support implementation of identified strategies and projects; and

WHEREAS, Fayette County may serve as the local sponsor for applied projects and may establish Intergovernmental Agreements with the Cities or Towns that have interest in one or more of the projects; and

WHEREAS, Fayette County has designated the projects as eligible for SPLOST or other local funding.

WHEREAS, Fayette County formally commits to the principles of Vision Zero, joining the nationwide safety initiative dedicated to eliminating all traffic-related deaths and serious injuries, and establishes a countywide goal of zero fatalities and serious injuries by the year 2040.

NOW, THEREFORE, BE RESOLVED by the Fayette County Board of Commissioners as follows:

1. Approval and Adoption: The Board of Commissioners hereby approves and adopts the Fayette County Safe Streets and Roads for All Safety Action Plan, dated June 12, 2025, as the official guiding document for traffic safety improvements in the County.
2. ~~Commitment to Action: The County affirms its commitment to using the Plan as a tool for reducing traffic fatalities and serious injuries, and to incorporating the recommendations and strategies into its transportation planning, engineering, and public outreach activities.~~ Commitment to Action: The County affirms its commitment to Vision Zero and to using the Plan as a tool for reducing and ultimately eliminating traffic fatalities and serious injuries. The County's goal is to incorporate the Plan's recommendations and strategies into its transportation planning, engineering, and public outreach activities to achieve the Vision Zero goal by 2040.
3. Funding and Partnerships: The County will seek to leverage available federal, state, and local funding opportunities and work in partnership with local jurisdictions, law enforcement agencies, schools, community groups, and other stakeholders to implement the Plan.
4. Monitoring and Evaluation: The County commits to tracking progress, evaluating outcomes, and updating the Safety Action Plan as necessary to reflect new data, community input, and evolving best practices.
5. Effective Date: This Resolution shall become effective immediately upon its adoption.

RESOLVED this ____ day of _____, 2025.

BOARD OF COMMISSIONERS
OF FAYETTE COUNTY

By: _____
LEE HEARN, Chairman

(SEAL)

ATTEST:

Tameca P. Smith, County Clerk